25TH COLLECTIVE BARGAINING AGREEMENT FOR BANKS

CHAPTER ONE

GENERAL PROVISIONS

Article 1.- Preliminary provision.

1.- References made in the following articles to the "Agreement" without further specification shall be construed as references to this Collective Bargaining Agreement.

2.- References made in this Agreement to "the Companies" without further specification shall be construed as the Banking Companies affected by the Agreement, pursuant to Article 2 of the Agreement.

3.- The terms "personnel", "working person", "working persons", "staff", "employee", "employed", "workers", used in the following articles, correspond to all men and women employees who provide services in any of the Companies included in the scope of application of this Agreement.

Article 2.- Scope of application.

This Collective Bargaining Agreement regulates and shall be binding on the employment relations between banking companies, bank clearing houses and any other companies that use the name "bank" when their activity is that of a banking company, and the staff with an effective employment relationship with them on 1 January 2024 or who join them after that date.

Senior Management, High Governance or High Board duties, which are characteristic of the following positions or other similar ones, are excluded: General Manager, Managing Director of the Company, Deputy General Manager, General Inspector, General Secretary and others of a similar nature, including those performed by staff included in the so-called "Identified Collective", defined pursuant to the (EU) Commission’s Delegated Regulation No. 604/2014 of 4 March 2014 supplementing Directive 2013/36/EU. The particularities established in Art. 29 "Workday Register" shall be considered with regard to the scope of application determined by this article. In any case, it is essential that their remuneration be higher than the maximum established in this Agreement.

Its territorial scope shall be limited to the whole Nation.

The work performed by staff hired in Spain at the service of Spanish Banking companies abroad shall be governed by the contract entered into for this purpose,

strictly subject to Spanish law. Such staff shall have, at least, the economic rights they would be entitled to if they were working in Spanish territory. Employees and Companies may submit their disputes to Spanish jurisdiction.

Article 3.- Previous agreements.

This Agreement replaces the former, approved by the Directorate General for Employment by Resolution of 17 March 2021 and published in the Official State Gazette (BOE) on 30 March of that same year, in addition to the partial amendment agreement of 29 November 2022, approved by the Directorate General for Employment by Resolution of 23 December 2022 and published in the Official State Gazette (BOE) on 5 January 2023.

Article 4.- Validity of the Agreement.

This Agreement shall be valid from 1 January 2024 to 31 December 2026. Its entry into force shall take place on the same day it is published in the Official State Gazette (BOE).

The term of validity referred to in the preceding paragraph shall be renewed tacitly from year to year, unless the Agreement is denounced by any of the Employers' Associations or Trade Unions entitled to negotiate, pursuant to Article 87 of the Workers' Statute. In any case, the denunciation shall be made in the period between 1 October and 31 December of the year in which its validity or that of any of its potential renewals comes to an end.

Article 5.- General clause on compensations and absorptions.

1.- The Agreement offsets and absorbs any improvements achieved by the staff, either through other Agreements or Mandatory Rules, or by unilateral decisions of the Companies.

2. The economic effects which may result from legal or administrative provisions coming into force after signing the Agreement shall also be absorbed thereby to the extent possible. For the purposes of absorption, a global comparison shall be made between the situation resulting from applying the Agreement and that resulting from the legal and administrative provisions, excluding those merely approving other Collective Bargaining Agreements.

Article 6.- Unity of the Agreement.

The articles of the Agreement form a unitary whole. Interpretations or applications which, for purposes of judging individual or collective situations, assess agreed stipulations in isolation shall not be admissible.

CHAPTER TWO

DEONTOLOGY and SOCIAL RESPONSIBILITY

Article 7.- Professional ethics.

The banking activity, and its special relevance in economic and social development, requires banking staff and Companies to behave with particular integrity and with a high level of service and professional quality.

This behaviour must be characterised by high quality standards, as established both by current legislation and by professional conduct subject to a code of ethics defined as the values and ethical standards embraced by the profession, whereby the levels of professionalism and ethics demanded by clients and society is achieved, maintained and improved.

Consequently, in the performance of their duties, the professional conduct of the workforce has always been characterised by the following guidelines:

- Compliance with laws, rules, regulations and contracts, and with ethical values and principles, avoiding any possible situation of conflict of interest with customers or third parties.

- Maintaining professional secrecy with regard to any non-public and specially protected data or information that becomes known in the course of professional activity.

- Respect for people and their dignity, in our relations with our clients and with the people who work in our environment. To this end, special care is taken to act always in accordance with the provisions of Article 4.2.c) of the Workers' Statute, which states that workers have basic rights, with the content and scope established for each of them in their specific regulations: "Not to be discriminated against directly or indirectly for employment or, once employed, for reasons of marital status, age within the limits set by this law, racial or ethnic origin, social condition, religion or beliefs, political ideas, sexual orientation, sexual identity, gender expression, sexual characteristics, membership or not of a trade union, language within the Spanish State, disability, as well as for reasons of sex, including unfavourable treatment of women or men for exercising the rights of balancing or co-responsibility for family and work life". In the event of future modifications to the aforementioned Article 4 of the W.S., the new rule that replaces it will apply.

- Always working with the diligence, honesty, honourability, prudence, transparency and responsibility required by the profession, avoiding any discrediting behaviour.

It is up to each Institution to define the method it shall use to convey to its staff the ethical principles and values that should mark the banking culture and good practice to promote the best professional practices.

Any instruction and/or behaviour contrary to the ethical principles established in this article may be brought to the attention of the bank by any member of staff through the channels expressly provided for this purpose, so that the suitability or otherwise of such instructions to the good banking practices that should govern the profession may be assessed and analysed.

The Trade Unions who are present in the Company may also collect any doubt, request or complaint from the workforce on these issues so that, after analysing their relevance, they may endorse them and pass them on to the Management, through the specific channels established in each Company for dialogue with the Employees' Legal Representatives (hereinafter RLPT).

In any case, the Company shall establish sufficient confidentiality, indemnity and also identity protection guarantees, in accordance with the Law on Personal Data Protection and Guarantee of Digital Rights (LOPDGDD), of the whistleblower reporting any fact or situation allegedly contrary to the principles set out herein.

Article 8.- Social responsibility and socially responsible investment.

1. Social responsibility policies are widely applied in the financial sector and affect the social impact of its activity on clients, employees, shareholders, investors, suppliers or local communities in which it operates. CSR reports help to explain Companies' contributions to society and to self-analyse their level of success and recognition.

Trade Unions have repeatedly expressed their interest in this matter and participate in the various bodies, observatories and papers that promote social responsibility policies in their various forms.

2. Both parties, based on the voluntary nature of the implementation of CSR, agree to collaborate as broadly as possible in its development:

a) In the Companies where these policies are applied, in the work and processes involved in drawing up the CSR Report, and if employees are considered as a stakeholder group, the Trade Unions signing the Agreement with a presence in the unitary bodies representing the employees shall also be considered as

representatives thereof.

b) Socially responsible investment is one of the most relevant aspects of CSR in the financial sector, in all its business areas. In the Employment Pension Plans, it is recommended that the respective Control Committees enable adopting Socially Responsible Investment criteria, in addition to their monitoring and assessment.

CHAPTER THREE

EMPLOYMENT

Article 9.- Professionalism and quality of employment.

1.- The levels of competence and quality required in banking work entail an equivalent level of quality in employment. Stability and quality in employment are directly linked to the strength, robustness, productivity and competitiveness of each Company, and to the rapid adaptation to market circumstances and business needs at any time.

Permanent contracts, continuous training, ongoing assessment of the activity and recognition of professionalism are characteristics of employment in the banking sector. The Companies shall promote training actions to promote developing skills and competences, and professional careers, encouraging training policies throughout the professional career, as a key factor for competitiveness and innovation.

The Companies will preferably use permanent hiring to cover structural and recurring service needs, limiting temporary hiring to what is strictly necessary for the cases specified in the legislation for each type of contract.

2.- In accordance with the provisions of Article 14 of the Workers' Statute, permanent contracts, regardless of the type of contract under which they are formalised, may be concluded, in the companies covered by this Collective Bargaining Agreement, with a trial period of a maximum duration of six months.

3.- Without prejudice to the reporting obligations established in labour legislation, Articles 64.2.b and 64.5 of the Workers' Statute and Article 10.3.1. of the Trade Union Freedom Law (LOLS), within the scope of each Company, the Trade Union signatories to this Agreement shall be provided with periodic information, at least quarterly, on the evolution and prospects of employment in the Company, and in any case when organisational changes may have an impact on employment, and specific channels of dialogue may be established to this end with said Representatives.

4.- The recruitment and hiring of employees shall be pursuant to current legislation, based on the principles of suitability and person-position suitability of the candidates, and ensuring a framework of equal treatment with no discrimination. Where appropriate, the experience acquired by people who have completed internships or training, or temporary contracts in the Company itself shall be valued.

5.- Within the scope of each Company, in the event of failing to reach the quota of jobs reserved for people with disabilities, regulated in Article 42 of the General Law

on the Rights of Persons with Disabilities and their social inclusion, the alternative measures provided for in the legislation in force will be applied.

Article 10.- Temporary contracts depending on production circumstances.

In order to promote stable employment and the possibilities of direct hiring in the sector, companies that maintain a weighted average of 90% of permanent contracts during the calendar year, taking monthly data for this weighted average, may, in application of the first three paragraphs of the second section of Article 15 of the Workers' Statute, conclude, during the following calendar year, temporary contracts depending on production circumstances with a maximum duration of twelve months.

Companies must notify the employees' legal representatives of the contracts made in accordance with the temporary contracts provided for in this article.

Article 11.- Level of access to the profession.

To promote permanent employment and the possibilities of direct recruitment in the sector, a Level of access to the profession is established, which has the following characteristics:

a) Permanent contract.

b) Trial period: six months.

c) Classification as "Level of access", within the single occupational group of "Bank clerk", which is set out in Chapter Four of this Agreement.

d) Promotion to Level 11, after remaining in the Level of access for a maximum of 24 months.

e) Functions: Administrative-Commercial and Commercial Management duties in Network branches, Administrative and Technical duties in General headquarters, expressly excluding those involving the granting of powers of attorney or people management.

f) Salary. The total annual salary payments under the Agreement shall be as detailed in the following chat and shall be paid in fourteen equal parts: twelve in standard monthly payments and the remaining two as extraordinary half-yearly bonuses in June and December, respectively.

N.A.P.	In 2023	In 2024	In 2025	In 2026
First year	19,718.75	20,556.80	21,379.07	21,966.99
Second year	21,262.14	22,165.78	23,052.41	23,686.35

g) Seniority: the time served at this Level of access counts for all purposes as seniority in the Company.

h) Under no circumstances will the salary of this Level be taken as a reference on which to apply salary reduction benefits in other types of contracts that may be carried out in the Company.

Article 12.- Criteria and procedures in reordering processes.

In the current economic context, both parties share that it is a priority to defend employment in the sector, and they are committed to work for preserving as much stability in jobs as possible, promoting the negotiation of alternative measures to the termination of contracts, considering that the best guarantee for this will be to try to improve the strength and soundness of the Companies, maintaining their level of competitiveness, so that they can provide value on a recurring basis and to adapt to the environment permanently, in accordance with the market's demands at any time. In this context, items such as wage moderation and the permanent effort to adapt the workforce contribute positively to this purpose.

Therefore, if during the term of the Agreement it became necessary to undertake collective workforce reorganisation or restructuring processes, the parties agree to promote the negotiation of the measures to be adopted, based on the following criteria:

- In the restructuring processes that may be undertaken within Companies, the preferential use of internal flexibility measures such as, among others, the suspension of employment contracts and leaves of absence, reduction of working hours, functional and geographical mobility and substantial change of working conditions.

- Before resorting to the legal procedures provided for in Articles 40, 41, 47 and 51 of the Workers' Statute, and before anticipating labour measures consisting in collective transfers, substantial changes of collective working conditions, collective dismissals or contract suspensions as provided in the Article 44 of the Workers' Statute, the Companies shall open a prior process, limited in time and lasting up to ten working days, with a minimum of 4 meetings, to negotiate with the trade union representatives without the requirements of said articles and with the understanding that sufficient and relevant information shall be provided for the proper development of negotiations.

- Both parties undertake to negotiate in good faith in both integration and restructuring processes.

- The Companies shall promote staff training to enable employees to perform other duties so as to improve their employability.

The Joint Committee of the Collective Bargaining Agreement shall be in charge of knowing in general terms the evolution of employment in all the Companies included in the scope of application of this Collective Bargaining Agreement.

CHAPTER FOUR

PROFESSIONAL CLASSIFICATION

Article 13.- Professional qualification and motivation.

Professional development is configured as a motivating element to maintain and improve levels of excellence at work. To make it as objective as possible, the Companies shall reach agreements or, where appropriate, practices shall be adopted in an attempt to:

- Promote initiatives aimed at the dissemination of training itineraries that may favour professional development, both vertically, in terms of promotion, and horizontally, in terms of changing organisational areas.

- Encourage the participation of the different groups in the training plans, reserving specific actions for the less trained groups.

- Promote equal opportunities through professional career plans aimed at the promotion, at levels or duties, of the least represented gender, and enabling trade union representatives to be informed and to participate, both in the design and in the monitoring of training plans and itineraries.

Article 14.- Professional classification.

1. Since 1 January 2017, the professional classification system has consisted of a single professional group, called "Bank clerk", with a first "Level of access" and eleven other remuneration Levels.

2. Single group: Bank clerk.

   2.1. For remuneration purposes, those who, due to their knowledge and professional experience, are attributed managerial, senior management, power of attorney or executive, coordinating or advisory duties, with autonomy, supervisory capacity and responsibility in accordance with the delegated authorities, shall be included in Levels 1 to 8, inclusive.

   Employees with a university degree who are hired by the Companies to specifically carry out functions that legally require the degree they accredit shall be included in any of these Levels.

   2.2. Employees who have sufficient training and are assigned to carry out

administrative banking work, telephone marketing or general or commercial management of a basic nature or who do not meet the requirements specified in section 2.4, applying the procedures and instructions received, under direct hierarchical supervision and with responsibility according to the tasks entrusted, shall be included in remuneration levels between 9 and 11.

2.3. In the commercial branch network structure, the bank branch Manager shall have at least salary Level 6.

2.4. From 1 January 2017, staff engaged in specialised commercial management duties shall have at least salary Level 8, provided they meet the following requirements:

- That they have at least five years of seniority in the Company.
- In whole-time practice for at least two consecutive years, or two and a half non-consecutive years within three years, in commercial duties, directly with customers, establishing a personalised relationship with them, which requires specialisation.
- With individual commercial management objectives.
- With the specific training defined in the Company for this post.

“Commercial management duties requiring specialisation” are understood as those whose purpose is to perform tasks such as the sale of banking and financial asset, liability and intermediation products, providing financial advice, account management or other of a similar nature. Such duties shall also be deemed to have been performed when recognised by the Company.

The Companies shall inform those who meet these requirements for purposes of clarity in the calculation of required times.

Periods of absence due to pregnancy, childbirth, care of nursing children and leaves of absence to care for children or family members shall not be considered as an interruption in the performance of the commercial duties for purposes of the periods established in this article, provided that they do not exceed one year, or fifteen months for large families, or eighteen months for large families with special category.

Article 15.- Promotion to a higher level and salary equalisation.

1. The promotion of staff to a higher salary level shall be carried out:

    1.1. By agreement between the employee and the Company.

    1.2. By decision of the Company if it entails a financial improvement for the employee.

1.3. For continued performance over a certain period of time, at the same Level:

a) Employees shall be promoted to Level 10 after four years of actual service at Level 11.

b) Employees shall move up to Level 9 after six years of actual service at Level 10.

2. Except in case of seniority, Level promotions shall consolidate six months after access to the level takes place.

3. As a result of the provisions of this article, the regulation on promotions by training of the former Administrative Group and General Services Group in force until 31 December 2016 is abolished with effect from 1 January 2017.

4. Wage equalisation.

4.1. Exclusively for salary purposes, Level 9 staff with 24 years of service in the Administrative (until 31 December 2016) and Technicians (from 1 January 2017) groups shall have their wages equalised with Level 8 by receiving the difference in salary between the two Levels. For such purpose, the time that the employee has belonged to the Technicians Group prior to 1 January 2017 shall also count.

As an alternative to the system set out in the previous paragraph, the wage equalisation to Level 8 of Level 9 personnel shall also take place on reaching twenty years of seniority in the Administrative and Technicians Groups and thirty years in the Company.

4.2. Staff promoted to Level 8 may not receive, as from the date on which they would hypothetically be upgraded to Level 8, an amount lower than what they would be entitled to under the Agreement in that situation. For as long as there is this difference, such amount shall appear on the payslip under the heading "difference Article 15.4.2".

5. The criteria for promotions shall follow the principle of non-discrimination based on the circumstances referred to in Article 17.1 of the Workers' Statute.

Article 16.- Functional mobility.

Functional mobility within the Company shall not have any limitations other than those required by the academic or professional qualifications that are necessary to perform the work.

The assignment, change and cessation of functions within the single professional group shall be freely designated by the Company, without prejudice to keeping the salary of the consolidated level.

Staff in remuneration Levels 9 to 11 performing duties corresponding to Levels 1 to 8 for a period of more than 6 months in one year or 8 months in two years shall be upgraded to the remuneration Level corresponding to the work performed.

Employees whose powers of attorney have been withdrawn may perform duties at a lower level by agreement with the Company or, failing this, by decision of the Company, while maintaining the salary corresponding to their Level.

CHAPTER FIVE

REMUNERATION

Article 17.- Remuneration concepts.

1.- Without prejudice to the provisions of Article 11 of this Agreement regarding the Level of access to the profession, the staff remuneration system shall be composed, for staff at Levels 1 to 11 inclusive, of the following items:

a. Base Level Salary.
b. Increases due to seniority.
c. Extraordinary bonus payments in June and December.
d. Profit-sharing.
e. Bonus payments and supplementary or special allowances.

2.- The remuneration items set out in the previous paragraph shall have the content and scope established in the following articles.

3.- For purposes of applying the following articles, "pay" or "monthly payment" shall mean one fourteenth of the Base Level Salary and increases due to seniority actually received by each employee.

Article 18.- Base Level Salary.

1.- Since 1 January 2017, the "Base Level Salary" is made up of the remuneration items set out in Article 18 of the 23rd Collective Bargaining Agreement for banks and in additional provision one hereof.

2.- The Base Level Salary, referred to in the previous section, is annual and shall be paid in fourteen parts, in monthly instalments over the twelve calendar months of the year, and the remaining two parts as special bonuses in June and December, as set out in the following article.

The salary scales for the Base Level Salary, effective 31 December 2023, are increased by 4.25% for 2024, 4% for 2025 and 2.75% for 2026.

Exceptionally and in view of the sectoral environment in which this agreement is reached, the parties agree that, in the event that the Consumer Price Index (CPI) accumulated in the period from 1 January 2024 to 31 December 2026 exceeds the accumulated increase in the wage tables agreed for the same period, the wage table for 2026 shall be updated with economic effects from 1 January 2027 by the percentage equivalent to this difference with a 2% cap.

This salary shall be that shown, for the years set out, in the following charts:

2.1. In Companies with 17.25 or more pays accrued at 31 December 2014 or after that date in application of Article 23.3 of the 23rd Collective Bargaining Agreement and Article 23.6 of the 24th Collective Bargaining Agreement, and in newly created companies and in those established in Spain, or adhering to this Agreement, as of its entry into force:

Level	2023	2024	2025	2026
1	57,783.49	60,239.29	62,648.86	64,371.70
2	50,323.97	52,462.74	54,561.25	56,061.68
3	42,971.03	44,797.30	46,589.19	47,870.39
4	41,066.68	42,812.01	44,524.49	45,748.91
5	35,866.82	37,391.16	38,886.81	39,956.20
6	33,752.19	35,186.66	36,594.13	37,600.47
7	32,200.87	33,569.41	34,912.19	35,872.26
8	30,648.96	31,951.54	33,229.60	34,143.41
9	28,523.81	29,736.07	30,925.51	31,775.96
10	25,702.98	26,795.36	27,867.17	28,633.52
11	23,419.51	24,414.84	25,391.43	26,089.69

2.2. In Companies with a number of pays, accrued as of 31 December 2014 or after this date pursuant to Article 23.3 of the 23rd Collective Bargaining Agreement and Article 23.6 of the 24th Collective Bargaining Agreement, of between 15.75 and 17.00:

2.2.1. In Companies with 17.00 accrued pays:

Level	2023	2024	2025	2026
1	56,984.52	59,406.36	61,782.61	63,481.63
2	49,633.10	51,742.51	53,812.21	55,292.05
3	42,386.72	44,188.16	45,955.69	47,219.47
4	40,509.99	42,231.66	43,920.93	45,128.76
5	35,385.48	36,889.36	38,364.93	39,419.97
6	33,301.51	34,716.82	36,105.49	37,098.39
7	31,772.65	33,122.99	34,447.91	35,395.23
8	30,243.24	31,528.58	32,789.72	33,691.44
9	28,148.90	29,345.23	30,519.04	31,358.31
10	25,368.95	26,447.13	27,505.02	28,261.41
11	23,119.35	24,101.92	25,066.00	25,755.32

2.2.2. In Companies with 16.75 accrued pays:

Level	2023	2024	2025	2026
1	56,185.54	58,573.43	60,916.37	62,591.57
2	48,942.25	51,022.30	53,063.19	54,522.43
3	41,802.43	43,579.03	45,322.19	46,568.55
4	39,953.28	41,651.29	43,317.34	44,508.57
5	34,904.14	36,387.57	37,843.07	38,883.75
6	32,850.81	34,246.97	35,616.85	36,596.31
7	31,344.44	32,676.58	33,983.64	34,918.19
8	29,837.52	31,105.61	32,349.83	33,239.45
9	27,773.98	28,954.37	30,112.54	30,940.63
10	25,034.91	26,098.89	27,142.85	27,889.28
11	22,819.19	23,789.01	24,740.57	25,420.94

2.2.3 In Companies with 16.50 accrued payments:

Level	2023	2024	2025	2026
1	55,386.57	57,740.50	60,050.12	61,701.50
2	48,251.38	50,302.06	52,314.14	53752.78
3	41,218.12	42,969.89	44,688.69	45,917.63
4	39,396.58	41,070.93	42,713.77	43,888.40
5	34,422.80	35,885.77	37,321.20	38,347.53
6	32,400.12	33,777.13	35,128.22	36,094.25
7	30,916.23	32,230.17	33,519.38	34,441.16
8	29,431.80	30,682.65	31,909.96	32,787.48
9	27,399.05	28,563.51	29,706.05	30,522.97
10	24,700.87	25,750.66	26,780.69	27,517.16
11	22,519.04	23,476.10	24,415.14	25,086.56

2.2.4. In Companies with 16.25 accrued pays:

Level	2023	2024	2025	2026
1	54,587.60	56,907.57	59,183.87	60,811.43
2	47,560.52	49,581.84	51,565.11	52,983.15
3	40,633.83	42,360.77	44,055.20	45,266.72
4	38,839.88	40,490.57	42,110.19	43,268.22
5	33,941.46	35,383.97	36,799.33	37,811.31
6	31,949.42	33,307.27	34,639.56	35,592.15
7	30,488.03	31,783.77	33,055.12	33,964.14
8	29,026.08	30,259.69	31,470.08	32,335.51
9	27,024.14	28,172.67	29,299.58	30,105.32
10	24,366.84	25,402.43	26,418.53	27,145.04
11	22,218.88	23,163.18	24,089.71	24,752.18

2.2.5. In Companies with 16.00 accrued pays:

Level	2023	2024	2025	2026
1	53,788.63	56,074.65	58,317.64	59,921.38
2	46,869.65	48,861.61	50,816.07	52,213.51
3	40,049.53	41,751.64	43,421.71	44,615.81
4	38,283.18	39,910.22	41,506.63	42,648.06
5	33,460.12	34,882.18	36,277.47	37,275.10
6	31,498.72	32,837.42	34,150.92	35,090.07
7	30,059.81	31,337.35	32,590.84	33,487.09
8	28,620.36	29,836.73	31,030.20	31,883.53
9	26,649.22	27,781.81	28,893.08	29,687.64
10	24,032.79	25,054.18	26,056.35	26,772.90
11	21,918.73	22,850.28	23,764.29	24,417.81

2.2.6. In Companies with 15.75 accrued pays:

Level	**2023**	**2024**	**2025**	**2026**
1	52,989.66	55,241.72	57,451.39	59,031.30
2	46,178.79	48,141.39	50,067.05	51,443.89
3	39,465.23	41,142.50	42,788.20	43,964.88
4	37,726.48	39,329.86	40,903.05	42,027.88
5	32,978.78	34,380.38	35,755.60	36,738.88
6	31,048.04	32,367.58	33,662.28	34,587.99
7	29,631.60	30,890.94	32,126.58	33,010.06
8	28,214.65	29,413.77	30,590.32	31,431.55
9	26,274.30	27,390.96	28,486.60	29,269.98
10	23,698.76	24,705.96	25,694.20	26,400.79
11	21,618.57	22,537.36	23,438.85	24,083.42

Article 19.- Extraordinary bonuses in June and December.

All staff shall be entitled to an extraordinary bonus payment on every month of June and December.

The amount paid shall be equivalent to that corresponding to the monthly base salary level and seniority on the date on which it is paid.

June pay is accrued from 1 January to 30 June, and December pay is accrued from 1 July to 31 December; the proportional part shall be paid if the employee's permanence in the Company is less than the accrual period.

The Companies, by collective agreement, may pay the aforementioned bonuses apportioned in twelve monthly payments.

Article 20.- Seniority increases.

1.- During the term of the Agreement, remuneration based on seniority shall be determined as set out in Articles 21 and 22.

2.- Seniority and effective length of service in the Company should not be confused with one another: the total or partial loss of the former shall not entail, as it is a factual element, a reduction in the latter.

3.- Whenever the Agreement refers to "increases due to seniority", "triennial increases" or "length-of-service increases", it shall be understood as referring to the amounts accrued under Articles 20, 21 and 22.

Article 21.- Seniority in the Company.

1.- During the term of the Agreement, a supplementary remuneration system shall be in force based on seniority in the Company, which shall be regulated by the provisions of the following paragraphs.

2.- Seniority in the Company shall be calculated by complete three-year periods of effective service to the Company or recognised by it. Triennial increases, and service increases in general, shall in any case be deemed expired on the first day of the month in which they are due.

3.- The amounts corresponding to increases due to seniority are shown in the following chart:

Item	2023	2024	2025	2026
For each three-year period	471.18	480.00	490.00	500.00

The amount corresponding to part-time staff shall be proportional to their working day.

The annual amount to be paid by each Company shall be obtained by multiplying the amount of one twelfth of the value of the three-year period by the total number of payments accrued on 31 December of the previous year, up to a limit of 17.25 payments.

In Companies whose number of pays is below 17.25 pays, the amount shall be calculated according to the number of consolidated payments in the previous year.

This amount shall be paid in fourteen parts, payable in monthly instalments over the twelve calendar months of the year and the remaining two as extraordinary bonuses in June and December.

Article 22.- Seniority in the Bank Clerks Group.

1.- In addition to the triennial bonuses for seniority in the Company, personnel with Levels 1 to 8, inclusive, shall receive a triennial bonus per three full years of effective service at the same Level for the annual amount shown in the following chart:

Level	2023	2024	2025	2026
1	520.62	530.37	541.42	552.47
2	396.42	403.84	412.25	420.66
3 and 4	343.24	349.67	356.95	364.24
5	282.11	287.39	293.38	299.37
6 and 7	189.31	192.85	196.87	200.89
8	147.90	150.67	153.81	156.95

The amount corresponding to part-time staff shall be proportional to their working day.

The annual amount to be paid by each Company shall be obtained by multiplying the amount of one twelfth of the value of the three-year period, as shown in the chart, by the total number of payments accrued on 31 December of the previous year, up to a limit of 17.25 pays.

Consequently, in Companies with number of pays between 15.75 and 17.25, the annual amount will be calculated according to the number of pays they had consolidated in the previous year.

This annual amount shall be paid out in fourteen parts, payable in monthly instalments, in arrears, over the twelve calendar months of the year and the remaining two as extraordinary pays in June and December.

2.- These triennial increases for Levels 1 to 6, inclusive, shall only accrue for the time during which they have held or hold a power of attorney status.

3.- Persons with Levels 1 to 6, inclusive, who have lost their power of attorney shall retain the triennial seniority in the Bank Clerks Group accrued up to the date of withdrawal of the power of attorney. It is understood that, henceforth, no further triennial increases of this nature will accrue.

4.- When employees change Level within Levels 1 to 8, they keep the triennial they had in the Levels in which they were previously. The amount of such three-year payments shall be the amount corresponding to the Level at which the accrual occurred. If, at the time of the change, a fraction of a triennial period has elapsed, this fraction shall be calculated for purposes of accrual of the first three-year period corresponding to the Level accessed.

Article 23.- Profit-sharing - Company POA (Profit from Operating Activities).

1. As from financial year 2020, a variable profit-sharing system is established, without impact on charts and, therefore, non-consolidated and non-pensionable, called "Profit Sharing", which shall depend on the evolution of the "Profit from Operating Activities (Company-POA)" of each Company subject to this Collective Bargaining Agreement for banks. This indicator shall refer to banking activity in Spain and to a uniform scope of comparison, according to the data laid down in the official financial reports.

When mergers of Companies take place and for the purpose of establishing a uniform scope of comparison of the indicators, the Company-POA data of the financial year preceding the merger shall be equal to the sum of the Company-POA of the two or more entities that make up the business merger, and the Company-POA data of the financial year in which said merger takes place shall be that generated by the Company resulting from the merger process in said financial year.

2. The "Profit from Operating Activities (Company-POA)" for each financial year shall be calculated and determined according to the provisions of Additional Provision Two for each of the following groups:

- Institutions with banking business both in Spain and abroad accounted for in the Annual Individual Profit and Loss Account.
- Institutions with banking business exclusively in Spain.
- Foreign EU branches established in Spain.
- Foreign non-EU branches established in Spain.

3. The amount corresponding to this payment, if applicable, shall be based on the year-on-year variation of the Company-POA of the financial years 2024, 2025 and 2026 compared to the Company-POA of the previous financial year.

If applicable, in the April payroll of each year: 2025, 2026, and 2027, and depending on the year-on-year variation of the "Profit from Operating Activities (Company-POA)" of the last financial year closed, with regard to the immediately preceding year, each Company shall pay to all its staff at 31 December of the previous year, and in the appropriate proportion if the length of service in the Company had been less in that year, under the item "Profit Sharing", the corresponding quarter of pays according to the following chart:

Year-on-year (YoY) change POA-Company	Number of quarter pays
>5% and <= 10%	1
>10% and <=15%	2
>15% and <=20%	3
>20% and <=25%	4
>25% and <=30%	5
>30%	6

Companies whose "Profit from Operating Activities (Company-POA)" of the immediately preceding financial year has been negative, shall calculate the year-on-year variation, taking as the data for the preceding financial year the arithmetic average of the indicator data for the following three financial years: the immediately preceding negative financial year, which shall be taken as zero, and the two previous financial years, not necessarily consecutive, that have had a positive result.

In the above case and in cases in which the POA data for both the year in question and the preceding year are positive, the above chart shall be applicable except in the exceptional case that the amount that the institution would have to pay the entire workforce for the item "Profit sharing POA" is greater than the quantitative difference between the positive POA figures for both years. Therefore, in such cases, payment shall be limited to the number of quarters of pay not exceeding the said difference, with a minimum of one eighth of pay being paid in any case.

Exceptionally, its application shall be extended, under the same terms and conditions laid down in this article, to financial year 2027 (the first year following the last year the Agreement is in force), to be paid, if applicable, in the payroll for April 2028.

4.- Exclusively for purposes of applying the above chart, "base salary of the quarter of pay" shall be understood as the amount shown in the following chart, which should be increased, where appropriate, in the same proportion, with the seniority payment corresponding to each employee.

Level	Base salary of "Quarter pay" accrued in 2023, payable in 2024	Base salary of "Quarter pay" accrued in 2024, payable in 2025	Base salary of "Quarter pay" accrued in 2025, payable in 2026	Base salary of "Quarter pay" accrued in 2026, payable in 2027
1	798.97	832.93	866.25	890.07
2	690.87	720.23	749.04	769.64
3	584.29	609.12	633.48	650.90
4	556.69	580.35	603.56	620.16
5	481.34	501.8	521.87	536.22
6	450.7	469.85	488.64	502.08
7	428.21	446.41	464.27	477.04
8	405.72	422.96	439.88	451.98
9	374.92	390.85	406.48	417.66
10	334.04	348.24	362.17	372.13
11	301.61	314.43	327.01	336.00

5.- Staff who, in application of Art. 23.2 of the Twenty-third Collective Bargaining Agreement for banks, would be entitled to the "ad personam" supplement called "Profit Sharing Twenty-third Collective Bargaining Agreement for banks", shall continue to

receive it, and it shall be pensionable, revaluable in the same terms as the salary scales and shall offset and absorb solely and exclusively the "Profit Sharing" resulting from the application of section 3 hereof. The "ad personam" supplement shall be equivalent to the quarters of pay in excess of the aforementioned 10 and up to a maximum of the 15 set out in Article 18 of the 22nd Collective Bargaining Agreement for banks.

Should this "ad personam" allowance not suffice to offset and absorb the amount resulting from the application of section 3 hereof, the Company shall pay the staff in this situation, in the same year and as "Profit Sharing Difference", an allowance equal to the difference between the two sums.

6.- All the Companies that have not yet reached 10 of the maximum of 15 quarters of pay provided for in Article 18 of the 22nd Collective Bargaining Agreement for banks will consolidate a new quarter of pay in fiscal years where the percentage variation in the "Profit from Operating Activities (Company-POA)" with regard to the immediately preceding fiscal year is greater than 15%.

In Companies to which this section applies, in the year in which they are entitled to the consolidation of a new quarter of pay, section 3 hereof shall not apply to them, and therefore they shall not be required to pay any other quarters of pay that cannot be consolidated. That is, they will pay and consolidate a single quarter of pay.

The consolidation of new quarters of pay shall consequently entail the automatic application of the corresponding transitional wage chart of those set out in Article 18 of this Agreement as from 1 January of the year in which such consolidation is achieved.

From the year in which each Company reaches the consolidation of 10 quarters of pay, and therefore, the 17.25 pay chart will be applied, and the contents of sections 3 and 4 of this article shall be applicable thereto.

7.- The Companies are required to inform the Joint Committee of the number of benefits payments they have consolidated at 31 December 2023, and of any variation in them as a result of applying sections 5 hereof.

During the first six months of each year, each of these Companies, or those that may subsequently join the application of the Collective Bargaining Agreement for banks, shall inform the Joint Committee of the calculations and results of their profit-sharing system.

Before the end of the first quarter following the end of the term of the Agreement, the Joint Committee shall issue a report to the Negotiating Committee on the evolution and recommendations for the future standardisation of the systems envisaged in this article.

Article 24.- Bonus payments and supplementary or special allowances.

1.- During the term of this Agreement, only the supplementary or special allowances and bonuses established and regulated herein, or other provisions in force not expressly amended in or removed from this Agreement, shall apply.

2.- The so-called offsetting for abolished holidays that the personnel who joined the company prior to 7th February 1958 are entitled to, as are those hired after that date who have been receiving it as a more beneficial condition, shall be determined on the basis resulting from calculating 14 payments as a dividend. The divisor will be 1,700.

3.- Residence allowances shall also be paid in the fixed and guaranteed payments received by staff members for any other reason, in addition to being paid in the standard and extraordinary payments of June and December.

4.- The annual janitorial allowance is maintained on a transitional basis for those who have been receiving it pursuant to Article 19.5 of the 22nd Collective Bargaining Agreement for banks.

5.- Transitional bonus: In branches and agencies with operational autonomy, staff with powers of attorney who are specifically assigned responsibility for the administrative or operational operation thereof shall receive a transitional bonus when at Level 8 or 7, the annual amount being that shown in the following chart:

Item	2023	2024	2025	2026
Transitional bonus	649.94	677.56	704.66	724.04

This amount shall be paid in twelve parts payable in monthly instalments in arrears.

6.- Functional polyvalence bonus. Staff in Levels 9 to 11 shall receive a Functional versatility bonus, to be paid monthly in twelve parts, the annual amount being that shown in the following chart:

Item	2023	2024	2025	2026
Functional versatility bonus.	1,269.81	1,323.78	1,376.73	1,414.59

7.- PBT Allowance: For the years indicated in the following paragraph, the possibility of receiving an additional variable payment based on pre-tax profits or the distribution of dividends is established on a transitional basis.

To this end, when in FYs 2024, 2025 and 2026 the Profit Before Tax (PBT) is positive or the Institution distributes dividends corresponding to that year, each institution shall pay, within the first half of the following year, an amount equivalent to 0.25% of the remuneration items: Base Level Salary (Art. 18.2), gratuities and complementary or special allowances (Art. 24) and differences in Article 15.4.2, referring to their amounts at 31 December of the payment for the corresponding financial year.

These amounts shall not be pensionable and cannot be consolidated.

The Profit Before Tax (PBT) shall be determined in accordance with the provisions of Additional Provision Three of this Agreement.

Article 25.- Flexible remuneration.

At each Company level, by individual agreement, part of the items of the Agreement may be replaced by the remuneration in kind permitted by the regulations in force at any given time, without altering the gross annual amount of the salary of the Agreement and within the limits in force at any given time for salary in kind. In these cases, the Company's offers shall be addressed to the entire workforce, the trade union representatives will be informed in advance and the items shall appear broken down in the payroll and separately from the rest of the items of the Agreement.

CHAPTER SIX

WORKING TIME

Article 26.- Working day and timetables.

1.- The maximum working day for the sector shall be 1,700 hours per annum, counting the compulsory 15 minutes daily break as effective work. The aforementioned maximum working day shall be complied with in accordance with the working days and hours of the personnel defined in this same article and the generally applicable regulations.

2.- The currently established uninterrupted working hours shall remain, as follows:

- Monday to Friday: From 8 a.m. to 3 p.m., counting the compulsory 15 minutes break as effective work.

- The working hours corresponding to non-holiday Saturdays between 1 January and 31 March, except on Holy Saturday when it falls in the month of March, and between 1 October and 31 December, at a rate of 5 ½ hours each, shall be distributed annually in accordance with the Collective Bargaining Agreements reached or to be reached in each Company.

- In the absence of such agreement, the Company may maintain the situation it had on 31 December 2014 applying the 22nd Collective Bargaining Agreement for banks or adhere to any of the agreements in force in the first four Companies with the highest number of employees in the sector.

In this regard, the provisions laid down in the Company's Collective Agreements in force on this matter on the date of signature of this Agreement are recognised.

3.- Alternatively, a split working hours schedule is established:

- Monday to Thursday: From 8 a.m. to 5 p.m., with a 1-hour lunch break.

- Fridays: From 8 a.m. to 3 p.m., counting the compulsory 15 minutes break as effective work.

- From 23 May to 30 September: from Monday to Friday: from 8 a.m. to 3 p.m., counting the compulsory 15 minutes break as effective work.

  The split workday schedule shall be voluntary and shall be offered by each Company as it sees fit. Acceptances received may not be applied to more than 25 per cent of the workplaces of each Company, nor may they account

for more than 25 per cent of the workforce of each bank.

In the scope of each Company, at the request of the Trade Unions signing the Agreement, they shall be informed of the list of work centres affected by the split working hours schedule defined herein and the number of persons affected at each centre, in addition to any changes thereto.

From the entry into force of the Agreement, employees who work the split working hours defined in this point in work centres located in municipalities with a population of more than 50,000 inhabitants shall be paid the amount of 11.00 euros for each day on which they actually work these split working hours, as a food allowance, as of 1 January 2024.

4.- The Companies may establish different working hours, whether continuous or split, for management and auxiliary staff (including drivers) to the minimum required, and for production staff (managers and visitors), also adapting the public service working hours and, therefore, that of the minimum number of staff required to provide it, to that of other non-banking institutions or establishments with similar functions.

5.- Those with special working hours shorter than the normal working hours shall remain with the same current duration only if these working hours are less than seven hours, and shall be entitled to start work at the same time as the rest of the staff, as early departure is considered to be a more beneficial condition of entitlement.

6.- On the working days that make up the calendar week, in each case in which each town celebrates its annual Festivities (Fiesta Mayor), the working day of the staff shall be four hours of effective work, and when in certain towns the actual days of festivities do not coincide with those of the week defined above, the changes required may be made to achieve this coincidence, as long as they involve the same number of working days of reduced working hours that would have corresponded in the aforementioned calendar week. To make these changes, the prior formal agreement of the Joint Committee shall always be required. The application shall be submitted within the first quarter of each year. Any other alternative to this reduced working day shall be negotiated by each Company with the Employees' Legal Representatives.

Article 27. Telecommuting and Teleworking.

1. Telecommuting and teleworking are recognised as a form of organisation and performance of work arising from the progress of information and communication technologies, which allows work to be carried out outside the Company's facilities, in application in this regard of the provisions of Article 13 of the Workers' Statute, in Law 10/2021, of 9 July, on telecommuting and in this article.

Any change in the Companies with regard to what is established herein shall require the collective agreement of more than 50% of their labour representation.

Companies which, at the date of entry into force of this Agreement, had already been offering the teleworking modality to their staff without a collective agreement, shall adapt the terms and conditions, at least, in the terms provided for in this article.

Likewise, others which already had a collective agreement on teleworking prior to this Agreement, shall adapt it to what is established herein without prejudice to maintaining the most beneficial conditions that they were already enjoying, for which they shall have a period of 6 months from the date on which the Agreement is signed.

2. Telecommuting and teleworking are voluntary for both the employee and the Company. Telework shall be documented in writing through an "individual teleworking agreement", covering the aspects established in the legislation in force and in this article. Any other aspects deemed appropriate by the parties may also be included.

3. Telecommuting or teleworking may be reversible at the Company's or the employee's discretion, provided that such telecommuting or teleworking is not part of the initial job description.

Reversibility may occur at the request of the Company or the employee, giving a written notice of at least 30 calendar days.

In the event of a serious cause or force majeure, the employee shall return to the face-to-face position as soon as possible, allowing, provided that there is no serious risk to people or potential damage to the business, a margin of up to 3 working days, if the person requires time to organise their work-life balance.

If the teleworking regime is less than 100% of the working day, the reversibility will imply returning to the work post and centre where each person works in the face-to-face mode. In the event of teleworking 100% of the working day and there is no physical work centre, the person shall return to a centre within the limits established in Article 40 of this Agreement.

4. Work vacancies published that require teleworking must expressly indicate this, in addition to the percentage that it entails.

5. Provision of means and compensation of expenses.

In compliance with the provisions of Articles 11 and 12 of Law 10/2021 of 9 July, teleworkers shall be entitled to have the Company provide them with the following means, equipment and tools, provided that they are required to perform their professional activity, which shall be considered minimum and may be subject to improvement within the scope of the Companies and by agreement with the Employees' Legal Representatives:

- Computer, tablet, laptop or similar.
- Mobile phone with a line and data as may be necessary and sufficient for a (Wi-Fi) connection shared with the computer, tablet or laptop.
- At the employee's request, an approved ergonomic chair.

In addition, and at the Company's option, it may provide directly or compensate, from the entry into force of the Agreement, a maximum lump sum that will be revalued annually at the same percentage increase in the wage tables and which, during the term of this Agreement, is specified in the following amounts: 143.04 euros in 2024; 148.76 euros in 2025 and 152.85 euros in 2026, the following means and tools:

- Keyboard.
- Mouse.
- Screen.

Should the Company choose to compensate the expenses incurred by the employee, up to the maximum amount set out, supporting proof must be provided by the employee through duly issued invoices.

In addition to the provision of the means and compensation established in the previous sections, for the whole of the remaining expenses incurred by the employee for any reason as a result of providing services remotely, he/she will receive a maximum amount of 60.51 euros per month, which will be paid in proportion to the percentage of the working day agreed for teleworking.

From 2025 and during the validity of the Agreement, the aforementioned amount of 60.51 euros shall be revalued annually at the same percentage increase as the wage tables, and in no case may it be compensated or absorbed by any other wage concept. The maximum amounts are as indicated for each of the years in the following table:

Item	2024	2025	2026
Teleworking	60.51	62.93	64.66

Employees returning to full face-to-face work must return all the material resources that were made available to them by the Company.

6. Information and participation rights.

The Companies shall:

- Expressly identify the people who telework in the staff lists provided to the Employees' Legal Representatives.

- On a quarterly basis, they shall deliver to the Employees' Legal Representatives the list of persons, identified by Tax Identity (NIF) number and/or registration number, name, gender and position, who have signed an "individual teleworking agreement". Likewise, these lists will include: the work centre to which they are assigned, the percentage distribution between face-to-face work and teleworking and the corporate e-mail of the people in this type of agreement.

- Companies shall guarantee, in observance of organisational and service needs and provided that it does not disrupt the normal development of work, individualised communication with teleworkers by any telematic means carried out by the trade union representatives in their area, freely and without any filters or obstacles that may hinder or preclude such communication.

- They shall inform teleworkers and the Employees' Legal Representatives about the procedures, methods and technical support that could be implemented as a result of implementing teleworking.

The Employees' Legal Representatives will receive information regarding instructions on confidentiality and data protection, surveillance and control measures on the activity of teleworkers.

The signatory parties agree that, within the scope of the Companies, teleworking may be agreed, when possible, as a mechanism to help solve temporary or structural employment problems.

7. Health and Safety at work.

The risk assessment of teleworking personnel shall preferably be carried out remotely and shall comply with the provisions of the legislation in force at any given time.

The Banking Institutions will prepare and inform the Employees' Legal Representatives in the area of Health and Safety of the Company of a methodology based on the completion of a form by the employees, from which, the prevention service will assess and issue a report with preventive proposals and protective measures that will be known both by the teleworker and the occupational health committee.

It is advisable for people who telework to maintain a face-to-face link with their work unit and with the Company in order to avoid situations of isolation. The parties therefore recommend that teleworking arrangements should include mechanisms to enable a certain presence of the employee at the workplace.

8. Collective and trade union rights.

Teleworkers will have the same collective rights as the rest of the Company's staff and will be subject to the same conditions of participation and eligibility in elections for any workers’ representative body. To such end, teleworking staff must be assigned to the same work centre where they carry out their face-to-face work.

Each teleworker will be guaranteed communication with the Employees' Legal

Representatives effectively and with guarantees of privacy within each working day.

The possibilities for teleworkers receiving trade union information by existing and future means must be ensured.

The participation and the right to vote in person of teleworking staff in trade union elections and other areas of staff representation will be guaranteed. The Company shall mandatorily inform by all available means and with sufficient advance notice of all matters relating to the electoral process.

9. Telecommuting as a containment measure arising from health emergencies, pandemics or unforeseeable or extraordinary circumstances.

Teleworking in these situations will require that companies provide employees with the following means, provided that they are necessary for the development of the professional activity:

- Computer, tablet, laptop or similar.
- Mobile phone with a line and data as may be necessary and sufficient for a (Wi-Fi) connection shared with the computer, tablet or laptop.
- At the worker's request, keyboard, mouse and screen, or to compensate the amount by a maximum lump sum which shall be revalued annually at the same percentage increase in the wage tables and which, during the term of this Agreement, shall be the following amounts: 49.52 euros in 2024; 51.50 euros in 2025 and 52.92 euros in 2026.

Employees returning to full face-to-face work must return all the material resources that were made available to them by the Company.

During the term of the Agreement, the aforementioned amounts shall in no case be compensable or absorbable for any other wage concept.

In the event that, the person teleworking, due to the situations considered in this section, decided to telework in a place other than their usual home, they must inform the Company beforehand.

Article 28. Telecommuting and teleworking less than 30% of the working day.

In the event that the Company's management authorises any employee to telecommute for a period of less than 30% of the working day provided for in Law 10/2021, of 9 July, on Teleworking, he/she will be provided with the following means, provided that they are required for the performance of the professional activity:

- Computer, tablet, laptop or similar.

- Mobile phone, with line and data.

This remote work modality can be carried out from the place freely chosen by the employee.

The regime established in Royal Decree Law 28/2020 of 22 September, and the provisions of Article 27 of this Agreement shall not apply.

Article 29. Working hours record.

I. General considerations about the "Daily Working hours record" system

1. Scope of application

   In order to comply with the provisions of Article 34, section 9 of the Workers' Statute, the Companies adhering to the sectoral Collective Bargaining Agreement shall guarantee the daily Working hours record of all personnel linked to them through an employment relationship.

   Without detriment to the universal scope of the legal regulations on the Workday Register for the entire workforce, as far as this Agreement is concerned, it shall apply to all employees included within the scope of the Collective Bargaining Agreement for banks.

   The Companies may establish exceptions or particularities in the organisation and documentation model of the Working hours record for typical Senior Management, Senior Governance or Senior Board positions, as set out in Article 2 of the Agreement, of the following or other similar positions: General Manager, Managing Director of the Company, Deputy General Manager, General Inspector, General Secretary and others of a similar nature, including those carried out by staff included in the so-called "Identified Collective", defined in accordance with Commission Delegated Regulation (EU) No. 604/2014 of 4 March 2014 supplementing Directive 2013/36/EU.

2. Guarantee and neutrality of the "Daily Working hours record" system.

   Both parties agree that implementing a "daily Working hours record" system does not imply any change in the working day or working hours or in the breaks, rest periods and other work interruptions of the Companies' staff, which will continue to be governed by the applicable legal and conventional regulations, and by the collective or contractual agreements that affect each employee and by the provisions of the working calendar published each year.

   Furthermore, the record must be objective, reliable and accessible, and fully

compatible with internal policies aimed at helping reconcile working and family life, and flexible in the distribution of working time, adaptation of working hours and provision of services in the form of teleworking, remote or telecommuting and other similar models, all in the terms that may be established in the collective or contractual agreements applicable to the employee.

3. Sectoral prevalence of "Daily Working hours record".

   Companies that, prior to the entry into force of RDL 8/2019 of 12 March, had implemented a "daily working hours record" system that was in force on this matter following the decision of the Company or of the Collective Company Agreements, may continue to apply said system, although introducing, where appropriate, the changes required to be adapted to the aforementioned legal regulation and to this agreement.

   Agreements reached under the provisions of Article 34.9 of the Workers' Statute with the wording given by RDL 8/2019 of 12 March, will continue to apply in full as it is understood that they have been negotiated under the criteria established in that regulation, so what is agreed in this agreement will be complementary.

   In any case, collective agreements may be signed within the scope of each Company, with a majority of the labour representation, to implement, supplement and/or improve the provisions of this Agreement so as to adapt them to the reality and particularities of the Company.

4. The "Daily Working hours record" model.

   Considering the specific characteristics of Companies in the banking sector, the systems to be implemented by them will preferably be telematic and, in all cases, must include the security elements required to guarantee the objectivity, reliability, traceability and accessibility of the record and to ensure that it is tamper-proof. The established daily record must respect the employee's rights to privacy and self-image.

   The implementation of the daily working day record system must be accompanied by a user guide that the Company shall provide to all employees, and by the establishment of measures that guarantee the right to digital disconnection.

   Awareness-raising training actions will also be provided to the entire workforce, especially to personnel in managerial positions and with teams under their responsibility.

   The applications, developed by the Companies to enable recording the daily working hours, must be accessible to users and shall be downloaded to devices

owned by the Companies.

If the Companies establish surveillance and control systems (geolocation) for the purposes set forth in Article 20.3 of the Workers' Statute, the Employees' Legal Representatives shall be informed prior to their implementation and shall comply with the guarantees set forth in the regulations in force, as set forth in section 5 below, on the processing of personal data.

In the exceptional case of employees who do not have any technological application or device made available to them by the Company, the record may be kept on paper, manually, using a sheet that the employee shall fill in every day. This sheet must include at least the following information: the specific start time of the working day, the end time of the working day, the number of hours of actual work and your signature.

However, within the scope of each Company, the regulation on the recording of excesses and shortfalls in the working hours and times and breaks that are not considered effective daily working time, may be specified.

Under no circumstance shall it be permissible to check in and sign out at the same time, or to accumulate records to be filled in and signed at a later date. In addition, this paper-based record system must ensure that it provides reliable, unmodifiable and tamper-proof information.

The Companies shall inform the Employees' Legal Representatives in advance of these exceptional cases in which the paper-based time recording system is used.

5. Personal data.

Considering the need to include personal data into the daily working hours record systems, the processing of such data shall always observe the legal data protection regulations set out in Article 20 bis of the Workers' Statute and those established in Organic Law 3/2018, of 5 December, on the Protection of Personal Data and Guarantee of Digital Rights, and in any other regulations that may be applicable in the future for the protection of personal data.

II. Characteristics and functioning of the "Daily Working hours record" system

1. Essential principles to consider:

All employees included in the scope of application of the "daily working hours record" must fill in the daily working hours model implemented by the Company,

under the principle of good contractual faith and pursuant to current legislation. Completion of the form will therefore be a mandatory work-related duty for the entire workforce.

Should the employee fail to comply with the obligation to clock in and out, the Company shall require him/her to do so, warning him/her of the nature of this obligation as a mandatory work-related duty.

Each Company may regulate how it keeps record of such incidents, which shall always be validated by both the employee and the Company.

2. Operation of the record system.

   All staff members shall enter in the application or support made available to them, daily and compulsorily, the start time of the working day, the end time and the number of effective working hours.

   The regulation on recording excesses and shortfalls in the working hours and times and breaks that are not considered effective daily working time, may be specified within the scope of each Company.

3. Data subject to recording:

   3.1. Start time of the working day.

   The "start time of the working day" shall be recorded specifying the time at which employees start their working day, whether they are at their work post (Article 34.5 of the Workers' Statute) or available to the Company. This last case shall only be applicable when the employee, because of his/her duties or responsibilities, is authorised by the Company to begin providing services from another physical location.

   Unless expressly authorised by the Company, the start time will count as effective hours, provided that it is within the working day and working hour range corresponding to the employee.

   3.2. End of the working day time.

   As "end of the working day time", the employee shall record the specific time at which the working day ends when he/she is at work (Article 34.5 of the Workers' Statute) or available to the Company. This last case shall only be applicable when the employee, because of his/her duties or responsibilities, is authorised by the Company to finish providing services from another physical location.

   3.3. Effective working time.

   The standard regular daily working day of each employee shall be that corresponding to the general working hours of the Collective Bargaining

Agreement for banks or the work timetable, other than the general one, resulting from the collective or contractual agreements signed in each Company and which are applicable thereto, and the working calendars published each year.

“Effective working time" means the time interval between the start time of the working day and the end time of the working day, minus any breaks that are not considered effective working time.

As a guideline, the following will not be considered as effective working time:

a) The time corresponding to lunch break, when the service is provided on a split working day basis.

b) Interruptions that are due to a personal reason or motivation.

c) Absences from the workplace that are not included in the paid leave stipulated by the Workers Statute and/or the Collective Bargaining Agreement and that have been previously communicated and authorised by hierarchical managers.

The following will be considered as effective working time:

a) The time allocated to all training (in person or online) of a compulsory nature, both inside and outside the Company, either due to regulatory requirements or by decision of the Company itself.

b) Attendance at meetings and/or mandatory training sessions, whether the timetable is set inside or outside the working day, will be considered as effective working time.

c) Paid leave under Article 29 of the Collective Bargaining Agreement and other cases that must be considered, legally or conventionally, as effective working time.

d) The compulsory fifteen minutes a daybreak regulated by law or convention.

In any case, the institutions may establish the criteria to determine and regulate the times and breaks that are not considered effective daily working time.

3.4. Travel or business trips and/or training activities.

When employees need to travel away from their usual place of work during the entire daily working day due to their work and/or training activities, the actual working hours corresponding to their working day and schedule will be considered as completed, and the "work trip" will be recorded as an incident. All of the above, without prejudice to subsequent validation, if applicable, by the Company and the employee. The same recording procedure shall apply to international travel.

Likewise, within the scope of each Company, the criteria shall be established to determine and regulate the characteristics of the system for recording the working day for all other cases not covered in the previous paragraph, in which the employee must travel due to his/her work and/or training activity.

III. Overtime (extra hours)

The parties consider that working overtime is not advisable, except in exceptional cases where it may be necessary for justified business organisation reasons.

Overtime shall be considered as that which exceeds the standard working day of each employee and must be performed with the Company's prior authorisation.

In any case, overtime is voluntary to the employee.

IV. Access to recorded information

1. By the employee.

   Any employee may access and download from the system, at any time and exclusively, his or her daily workday record to consult his or her own data as they appear in the aforementioned record.

2. By the employee' legal representatives.

   On a monthly basis, the Company shall provide the employees' legal representatives, on a data medium that allows for its processing (spreadsheet or similar), with the contents of the working day record of the employees of the work centre in which they exercise their representation. The same information, and in the same terms, shall be provided to Trade Union Delegates within the scope of their representation, in accordance with the provisions of Article 10 of the Organic Law on Trade Union Freedom.

   This information may also be provided through the Company's Trade Union Sections, in accordance with the provisions of Article 64 of the Collective Bargaining Agreement.

Article 30.- Holidays.

1.- The personnel included in this Agreement shall be entitled to a paid annual holiday period of twenty-four days, without counting Saturdays, Sundays and bank holidays. Said holidays may be divided into up to four periods, with the agreement of

the parties being required for the fourth period.

2.- The holidays of staff joining, returning to work or leaving during the course of the year shall be in proportion to the days worked throughout the year and shall be taken in the first two cases when the needs of the service so permit.

3.- New staff, staff moving to the Canary Islands and those who have opted for financial compensation pursuant to the provisions of Article 28.4 of the 23rd Collective Bargaining Agreement for banks shall receive compensation for "Canary Islands holidays", the annual amount of which shall be as shown in the following chart, and shall be paid in the payroll for the month of April of each year. This will continue to be paid as long as the employee remains in the Canary Islands. In the year of incorporation, the corresponding proportional part will be paid.

Item	2024	2025	2026
Days of compensation for the Canary Islands.	290.00	300.00	310.00

Likewise, staff who, in application of Art. 28.4 of the 23rd Collective Bargaining Agreement for banks, opted to continue maintaining additional days of holiday, will continue to enjoy the extension of their holiday period on the Peninsula by an additional five calendar days.

However, staff currently entitled to the five additional days' holiday may opt, once only, for the compensation system detailed in the previous paragraph, which will be applied permanently while they are stationed in the Canary Islands, for which it will be sufficient for them to notify the Company before the end of the previous year, it being applicable from the year following that of the notification.

4.- The period in which holidays may be taken shall be between 1 January and 31 January of the following year, provided that the needs of the service allow it and that it is requested sufficiently in advance for it to be properly planned.

5.- Holiday Chart.

Holiday charts shall be drawn up by each Unit, and the staff concerned shall have the opportunity to be informed of this either by having posted them on the notice board or in any other way that informs of this, at least two months before the date on which they are to be taken. Where holidays are taken in several periods, the employee may not have preference to choose the second period until the first period has been selected by the other staff affected by the chart. The same will apply to the rest of the periods.

In this section, the term "Unit" is understood as a Branch, or any of the sections into which the Company is organised, and the following shall be considered when deciding whether to draw the holiday chart by Branches or by sections:

- That the services are appropriately covered, trying to meet the wishes of the employee.

- That the size of the staff and the organisation of the office by sections will allow implementing the chart by section, without prejudice to the coordination that must be established between all in order to address the branch's general problem.

When two or more people intend to take their holidays on the same dates, the person with the most seniority in the Company shall always choose first, provided that those who have children of school and pre-school age can take their holidays within the school holiday period, and the person with the most seniority among them shall have preference.

For these purposes, the pre-school and school holiday period is understood to be that established for each case by the competent authority in the territory, and school age is defined by the Ministry of Education and Science as the legal period for pre-schooling and compulsory schooling, currently from 3 years of age to 16 years of age. This period may be extended for up to two more years, when it is documented that this time is being used to complete the compulsory schooling cycle.

The holiday period for persons assigned to Levels 1 to 8 shall be established by mutual agreement with the Company, taking into account the needs of the service, production circumstances, the fact of having children of school and pre-school age and any other circumstance that affects keeping a balanced personal and professional life. Likewise, they must be informed of their holiday period through the Company's usual means at least two months prior to the date on which they are to be taken.

6.- Scenario of holiday interruption.

If during the holiday period the employee suffers a temporary disability, hospitalisation, with or without surgery, or serious illness, justified and notified to the Company within twenty-four hours, the days of hospitalisation or illness shall not be counted as holidays. In this case, the days of holiday left will be taken when the service needs permit, and in any case immediately following medical discharge if the corresponding calendar year has ended.

When the holiday period established in the Company's holiday calendar coincides with a Temporary Incapacity due to pregnancy, childbirth or breastfeeding or with the period of suspension of the employment contract, as provided for in Article 48 of the Workers' Statute, the employee shall be entitled to take the holiday on a date other than the date of the Temporary Incapacity or the date of the leave that would correspond at the end of the suspension period, even if the calendar year that it corresponds to has ended.

Article 31.- Licences.

1.- Companies, at the request of the employee, with prior notice and subject to the corresponding justification, shall grant the following paid leave:

a) Marriage of an employee: 15 calendar days uninterrupted. If the day on which the event justifying the leave occurs is not a working day, the calculation shall begin on the first working day following it.

b) Marriage of parents, descendants or collateral relatives up to the third degree: the day on which the ceremony takes place.

c) Five working days, which may be taken non-consecutively, for as long as the event or circumstance giving rise to the leave continues to exist, due to accident or serious illness or hospitalisation or surgery without hospitalisation requiring home rest of the spouse, unmarried partner or relatives up to the second degree of consanguinity or affinity, as well as of any other person other than the above, who lives with the worker in the same home and who requires the care of the worker.

d) Two working days for the death of family members up to the second degree of consanguinity or affinity. In the event of the death of a spouse or descendants, the leave shall be five working days. This leave may be extended by two additional working days in the case of a trip that requires an overnight stay away from home.

e) Moving to another house (including moving in the same town): two days, except in the event of moving to and/or from municipalities outside the Peninsula, in which case the leave shall be three days.

f) For the time required with the right to remuneration to attend pre-childbirth medical examinations and childbirth classes, and in cases of adoption, guardianship for purposes of adoptions or foster care, to attend the mandatory information and preparation sessions and to carry out the mandatory psychological and social reports prior to the declaration of suitability, provided, in all cases, that they must take place within the working day.

Civil partnership couples shall be acknowledged the same conditions as married couples in what regards the application of this article. To such end, the existence or establishment of the civil partnership shall be accredited through a certificate of registration in one of the specific registers existing in the Autonomous Communities or Town Councils of the place of residence or through a public document stating the constitution of the said partnership. Marriage leave may not, however, be taken more than once on the grounds of a relationship between the same persons.

Article 32.- Suspension of the contract due to birth, adoption, guardianship and fostering.

Contract suspensions due to birth, adoption, guardianship and fostering shall be subject to the provisions of the legislation in force at any given time for this matter, without detriment to any improvements that may be agreed upon in the Company's collective agreements and/or in the equal opportunity plans.

During the suspension periods due to birth, adoption, guardianship or fostering, the remuneration policy in terms of salaries, salary supplements and extra-salary payments shall be applied under the terms established by each Institution, in strict observance of the principle of equal treatment and non-discrimination.

Article 33.- Leave to care for breastfeeding infants.

1. Leave to care for a nursing infant shall be subject to the provisions of the legislation in force at any given time in this area, without prejudice to any improvements that may be agreed in the Company's collective agreements and/or in the equal opportunities plans.

2. It is agreed that a leave to care for a nursing infant may be taken in the form of paid leave of 15 working days following any of the periods of suspension of contract due to birth, adoption, fostering or foster care.

3. During a leave to care for a nursing infant , the remuneration policy in terms of salaries, salary supplements and extra-salary payments shall be applied under the terms established by each Institution, in strict observance of the principle of equal treatment and non-discrimination.

Article 34.- Leave of absence to care for family members.

1.- Leave shall be granted to accompany to health care facilities dependent sons or daughters under the age of sixteen and of family members over the first degree of consanguinity and affinity. In these cases, as they are unpaid leaves, mechanisms for compensatory time off may be established.

2.- Employees shall have the right to be absent from work for one hour during their working day in the event of the premature birth of a son or daughter, or if they must remain in hospital following childbirth for any reason.

3.- Employees shall be entitled to a period of leave of no more than three years to care for each child, whether the child is natural or by adoption, or in the case of permanent or pre-adoptive foster care, even if provisional, counting from the date of birth or, as the case may be, the court or administrative decision.

4.- Employees shall also be entitled to a period of leave of no more than two

years to care for a relative up to the second degree of consanguinity or affinity, who for reasons of age, accident, illness or disability is dependent and does not perform a remunerated activity.

5.- The period during which employees remain in this situation of leave under the provisions of this section will count for seniority purposes and they will be entitled to attend occupational training courses, summoned by the Company, especially on the occasion of their reincorporation. Employees shall have the right to have their job position reserved during the first year. Once this period has elapsed, the reservation shall refer to a post of the same professional group, considering, for this purpose, the duties under the Level of remuneration, according to the classification established to this end in sections 2.1 and 2.2 of Article 14.2.

In the case of a large family, the provisions at any given time of the Workers' Statute (currently Article 46.3) shall apply.

Article 35.- Reduction of working hours.

1. Employees shall have the right to reduce their working day up to a maximum of two hours, with a proportional reduction in salary, in the event of the premature birth of a child, or if, for any reason, they need to remain hospitalised following childbirth.

2. In accordance with Article 37.6 of the W.S., working parents, adoptive parents or foster parents of a pre-adoptive or permanent nature shall be entitled to a reduction in the working day, with a proportional reduction in salary of at least half of the duration of the same, for the care, during hospitalisation and continuous treatment, of the minor in their care affected by cancer (malignant tumours, melanomas and carcinomas) or any other serious illness that involves long-term hospitalisation and requires the need for direct, continuous and permanent care, accredited by a report from the Public Health Service or administrative health body of the corresponding Autonomous Community and, at the most, until the minor reaches the age of 23 years.

Consequently, the mere attainment of the age of eighteen by the child or minor subject to permanent foster care or guardianship for the purpose of adoption shall not be a cause for termination of the reduction of the working day, if the need for direct, continuous and permanent care is maintained.

However, once they have reached the age of 18, the right to a reduction in the working day may be recognised until the person concerned reaches the age of 23 in cases in which the cancer or serious illness was diagnosed before reaching 18 years of age, provided that at the time of the application the requirements established in the previous paragraphs are accredited, except for age.

Likewise, the right to this reduction will be maintained until the person reaches the age of 26 if, before reaching the age of 23, he or she can also prove a degree of

disability equal to or greater than 65 percent.

In the event that in the future, the provisions of the aforementioned Article 37.6 of the W.S. undergo any modification that affects the provisions of this article, the provisions of the new legal regulation that replaces it shall apply.

3. Anyone who, for reasons of legal guardianship, has direct care of a minor under the age of twelve or a person with a physical, mental or sensory disability, who does not carry out a paid activity, shall be entitled to a reduction in the working day, with a proportional reduction in salary of between at least one eighth and a maximum of half of its duration.

4. Those who need to take direct care of a spouse or legal partner, or of relative, up to the second degree of consanguinity or affinity, who for reasons of age, accident or illness cannot look after themselves, and who do not have a remunerated employment, shall have the same right.

5. The reductions in the working day referred to in this Article constitute an individual right of workers, men or women. However, if two or more employees of the same company generate this right by the same person, the employer may limit its simultaneous exercise for justified and objective reasons of company operation, duly motivated in writing, and in such a case, the company must offer an alternative plan that ensures the enjoyment of both employees and that makes it possible to exercise the work-life balance rights.

In exercising this right, the promotion of co-responsibility between women and men shall be taken into account, and the perpetuation of gender roles and stereotypes shall be avoided.

6. Specifying the working hours and establishing the reduced working time shall be the employee's responsibility, within his or her standard working day. Employees in this situation shall notify the Company fifteen days in advance, the date on which they return to their normal working day.

7. In the event of reduced working hours due to family obligations established in this article, and provided that the person so requests and it is possible, access to the training activities will be provided within the standard reduced working hours established.

8. The institutions shall guarantee that during periods of reduced working hours for caring for family members, the remuneration policy in terms of salaries, salary supplements and non-wage payments shall be applied with strict observance of the principle of equal treatment and non-discrimination.

Article 36.- Other unpaid leaves.

1.- Every employee shall be entitled to four days' paid leave per calendar year. For new staff, they will be proportional to the days worked within the year. These days of leave shall be taken, once the needs of the service have been met, on the

dates agreed between the Company's management and the person who is to take them.

2.- Staff with over two years' seniority, from the date of first joining the Company, may request the following unpaid leave:

2.1. From one week to one month for duly accredited family needs, which shall be understood to include, among others, adoption abroad and undergoing assisted reproduction techniques, and may be extended up to six months due to accident or serious illness or hospitalisation of relatives up to the first degree of consanguinity or affinity. This leave may not be requested more than once every two years and shall be counted for seniority purposes and shall pay Social Security contributions, in accordance with the provisions of the legal regulations in force at any given time.

2.2. Between one and six months to complete higher education or doctoral studies.
This leave does not count for seniority purposes and entails temporary suspension of the contract and temporary leave from Social Security.

At the end of any of these leave periods, the reincorporation will take place the day after the end of the leave, in the same job in which the service was provided at the beginning of the leave.

3. Employees will have the right to unpaid absence for the time required for own medical examinations and/or tests, if these cannot be carried out outside the working day, respecting in all cases the freedom of choice of doctor, with the possibility of establishing mechanisms to compensate the working hours.

Article 37.- On call.

1.- Being on call, during daytime, on Saturdays, Sundays or public holidays shall be voluntary, except for those who were required to be on call on 31 December 1995. Once the commitment to be on call has been accepted, it shall be maintained for at least one year.

2.- Each employee shall be recorded, during the shifts performed, for the time exceeding the normal working day for the rest of the staff, which shall always be eight hours. Employees shall be entitled to an additional day of rest when the time recorded reaches, by accumulation of the excess, a number of hours equivalent to that of the normal working day, or to have the excess time worked paid as overtime on a monthly basis. The employee shall have the option to choose between the two forms of compensation stated above, and this choice shall be made only once for the entire period of validity of the Agreement.

3.- Those on call during daytime on Saturdays, Sundays or public holidays, shall

be granted a weekly compensatory rest which, according to the law, shall be granted on a working day and, in addition, a 75 percent surcharge of the value corresponding to the hours worked on those days shall be paid.

CHAPTER SEVEN

PERSONNEL RELOCATION

Article 38.- Relocation.

Apart from sanctioning, the Company may relocate its staff provided that they give their consent.

In absence of an agreement and due to needs of service, the Company may transfer, beyond the limit resulting from the working radius established in Article 40 hereof, from among the most recent 5 percent incorporations in the Company and within these from those who suffer the least harm, in accordance with the following criteria and order of priority:

1. Previous non-disciplinary forced transfer.

2. Disabled persons or persons dependent on medical treatment that cannot be given in the destination place of employment.

3. Number of descendants recognised as beneficiaries by the Social Security for health care purposes.

4. Geographical proximity of the position to be filled.

However, with the same priorities established in the previous paragraph and pursuant to Article 40.1 of the Workers' Statute, when the transfer requires a change of residence, the existence of economic, technical, organisational or production reasons that justify it is required, and the mere concurrence of "service needs" shall not suffice.

In any of the scenarios, seniority in the Company shall be decisive in determining the transfer in the event of equal priorities.

The Companies shall promote the knowledge of the vacancies that are intended to be filled under the above-mentioned provisions.

Employees who are transferred shall have preference in filling vacancies that arise within three years in the post from which they were transferred.

The Company shall bear the relocation expenses of its employees and family members who live with them, in addition to the moving expenses of their personal property.

The Companies shall assist staff in securing a housing in the location to which they have been forcibly transferred.

Transfers requested by personnel from the Peninsula who have been assigned to the Canary Islands, Ceuta, Melilla or abroad, who remained there for more than five years, will be granted with absolute preference for the municipality they wish on the Peninsula.

The Company shall notify the affected employee and his or her legal representatives of the transfer decision at least 30 days prior to its effective date.

Persons in a situation of pregnancy, breastfeeding or reduced working hours to care for children or first-degree dependent family members may not be relocated under the terms established in this article without their consent.

Article 39.- Secondment and per diems.

1.- Secondment is understood to be the temporary displacement of an employee to cover the needs of the service in a work centre located in a town other than that which constitutes his or her usual place of service, provided that the distance between the two towns exceeds the limits set out in Article 40 and the town to which he or she is moving does not coincide with his or her usual place of residence.

2.- Employees who are seconded on secondment shall be informed sufficiently in advance of the date of their assignment, which may not be less than 5 working days in the case of assignments lasting more than 3 months, and shall be extended by at least one additional working day in cases where, in addition, they need to spend the night away from the employee's usual place of residence.

3.- Per diems and travel expenses incurred in connection with secondments shall be borne by the Company.

4.- From the entry into force of this Agreement, the daily amount of the per diems referred to in this article shall have the same percentage increase treatment that the remuneration in Article 18 may have in the future, and shall be, as a minimum, the amounts corresponding to the following scale:

From the entry into force of this Agreement	From 1.1.2025	From 1.1.2026
Staying overnight away from home		
38.57	40.11	41.21
When staying overnight in one's own home		
16.68	17.35	17.83

5.- In the event of secondments involving saying overnight away from one’s normal place of residence, if this is extended beyond two months, the employee shall be entitled to a special leave of one week, exclusively for the purpose of visiting family members with whom they normally live. The travels corresponding to these leaves will be borne by the Companies. Such leaves shall be separate from statutory holidays.

6.- Employees who form part of the legal representation of the workforce may not be forced to carry out Secondments during the time they hold office.

Article 40.- Coverage of services in the same place or nearby.

The Companies may cover the needs of the existing service by making changes in job positions, which shall not be considered as a transfer or geographical mobility if within the same place or within a 25 kilometre radius from the centre of the municipality where the employees provided their services on 30 January 1996, or from where they are voluntarily transferred, and those hired later from where they are assigned.

The application of the 25 km radius shall not involve a change between Islands. In the event that, the change is to another place other than the one in which they have been providing their services within a radius of 25 kilometres, the Companies shall collaborate in solving the transport problems that may arise as a result of applying this rule.

Without detriment to the Companies' powers for organising work, they will take into account voluntary requests and the circumstances of proximity to home, provided that this is suitable for those requesting it.

Article 41.- Change of job position due to pregnancy.

When the work performed by a pregnant woman may endanger her health or that of foetus, according to medical prescription, she shall have the right to be assigned to a new job under appropriate conditions, without a reduction in salary, and she shall return to her previous position once this situation is over.

During pregnancy or breastfeeding, the employee shall not be subject to job changes that involve assignment to another municipality. Whenever possible, and at the request of the pregnant employee, a temporary transfer to a work centre close to her home will be facilitated, as will flexible working hours. The same measure shall be applied, whenever possible, for the breastfeeding period, at the employee's request.

Article 42.- Leave of absence and reinstatement.

1.- Employees with a seniority of at least one year in the Company have the right to be recognised the possibility of taking a voluntary leave for a period of no less than four months and no more than five years.

Employees, within one month of their request, have the right to be granted the possibility of taking voluntary leave. They shall apply for reinstatement in the last month of the term of their status and those who fail to do so shall lose all rights.

For the purposes of the periods set out above, the time of interruption of work due to public office shall be counted as effective service.

2.- These leaves of absence may not be requested to provide services for another private or official Bank, or for Institutions or Companies competing with the Bank, such as Credit Institutions, Savings Banks, Rural Savings Banks, Finance Companies, Insurance Companies, Financial Companies, Financial Agents, Fund Managers, Stock Exchange Brokerage Companies, Fintech or financial technology companies, etc. Employees on leave providing services to any of these Institutions shall lose all their rights in the banking Company they come from.

3.- The reinstatement of an employee that took a voluntary leave shall be carried out by filling the first vacancy at the same Level in the same post in which the employee served before taking the leave of absence. Meanwhile, the employee may occupy, if he/she so wishes, with the salary of his/her consolidated Level, a vacancy of a lower Level in the same post, provided that the Company agrees to it, or be assigned to another post in which there is a vacancy of the same Level.

4.- The time of voluntary leave of absence shall not count for any purpose, but the time of compulsory leave of absence shall count.

CHAPTER EIGHT

SUPPLEMENTARY BENEFITS

Article 43.- Illness.

With effect from the date on which this Agreement is signed, in the event of sick leave due to temporary incapacity due to illness, bank employees shall be entitled to receive from the Company and for eighteen months, a total monthly payment as a voluntary improvement in the Social Security benefit they receive, equal to 100 percent of the amount that would correspond to them by application of the Collective Bargaining Agreement, as if they were in active employment during that period. Under no circumstance shall the sum of the economic benefits that may be granted by the Social Security and the supplement paid by the Company received be in excess of the economic benefits set out above.

In the exceptional event that, Social Security suspends or terminates the benefit, while this situation lasts, Companies shall not have the obligation to pay this supplement. If this benefit is reinstated retroactively, the Companies shall have the obligation to pay this supplement retroactively.

Article 44.- Total permanent disability for the usual occupation.

1.- For employees that have a total permanent disability for the performance of their usual profession or absolute permanent disability for any profession, as of the date on which either situation is declared, the Company shall pay an amount such that, added to the pension received from the Social Security as a result of their banking activity, is equal to 100 per cent of what would correspond to them for the payments established in the Collective Bargaining Agreement, calculated on an annual basis, as if they were actively employed on that date, under the terms and conditions established therein and after deducting the Social Security contributions payable by the employee.

The Company shall pay the amount payable thereby in twelve parts on each calendar month.

2.- The supplementary amount thus determined will not be reduced as a result of the generally agreed Social Security pension revaluations for as long as the degree of recognised disability remains unchanged. On the other hand, if after being recognised a total permanent disability for the usual profession, the recognition of an absolute permanent disability for all work is reviewed, the pension payable by the Company will be reduced by the same amount that is increased in the benefits payable

by the Social Security.

3.- For purposes of this classification, those over 60 years of age suffering from a chronic illness preventing them from attending work regularly and who retire under transitional provision four of the revised text of the General Social Security Law, approved by Royal Legislative Decree 8/2015, of 30 October, will also be considered.

4.- Where a Bank employee becomes disabled as a result of service-incurred violence inflicted thereupon, the Company shall grant him or her the amount provided for in Article 49, section 2, with such increases as he or she may be entitled to during the time left before reaching the age of sixty-five; upon reaching this age, the provisions on disability shall apply as if he or she were declared disabled at that date.

Article 45.- Retirement.

1.- Personnel who joined the Company before 8 March 1980 and who are members of the mutual insurance company and who are active on the date of entry into force of this Collective Bargaining Agreement, may retire at their own request from the time they reach 60 years of age and have 40 or more years of effective service in the profession, receiving the financial benefit at the Company's expense as set out below.

Employees who were contributors to any of the salaried employees' mutual benefit schemes prior to 1 January 1967 have the status of mutual insurance company member.

2.- Staff who joined the Company before 8 March 1980 and who are members of the mutual insurance company and who are active employees on the date of entry into force of this Collective Bargaining Agreement, may be retired by mutual agreement with the Company from the time they reach 60 years of age, even if they do not have 40 years of effective service in the Company, with the financial benefit being paid by the Company as set out below.

3.- For staff who are members of a mutual insurance company, the benefit payable by the Company, which shall be paid in twelve payable monthly instalments, shall be determined by applying the PE percentage of the formula below, on the payments established in the Collective Agreement, calculated on an annual basis, on the date on which their retirement takes place.

Formula:

$$\frac{A(SNA-SS)-(B\frac{\sum BC}{84}12)}{SNA}\ 100 = PE$$

A = 65 years old..... 100%
60 to 64 years old with 40 years of service 95%

60 to 64 years old w/o 40 years of service 90%

B = 65 years old..... 100%
64 years old..... 92%
63 years old..... 84%
62 years old..... 76%
61 years old..... 68%
60 years old..... 60%

SNA = Nominal annual salary of the Agreement at 31.12.87, as if on that date each employee had reached 60, 61, 62, 63, 64, or 65 years of age, calculating in such salary the increases that, by application and in the amounts of the Agreement in force at 31.12.87, would correspond to them, both from the maturity of three-year periods, and from promotions due to mere seniority, up to each of the aforementioned ages.

SS = Social Insurance contribution payable by the employee at 31.12.87, per annum, calculated considering the contribution rate group and the compensation that would correspond to each employee at each of the retirement ages mentioned in the previous paragraph (SNA).

ΣBC = Sum of employee contribution bases (period 1.1.81 to 31.12.87). For these purposes, in order to determine the contribution bases as legally established, the assets that would have theoretically been received according to section (SNA), calculated with the salary scales in force in each reference year, will be considered if such assets do not reach the contribution ceiling for each applicable rate group in each case and for each year considered. If such remuneration exceeds the aforementioned ceilings, the aforementioned ceilings existing in each year counted would count as contribution bases. The bases thus determined, corresponding to the period 1.1.81 to 31.12.85, are indexed in accordance with the Transitional Provision three, number 1, letter C, in the manner provided for in Article 3, section 1, rule 2 of Law 26/85 of 31 July.

PE = Percentage of financial benefit paid by the Company.

$B\frac{\sum BC}{84}12$ The maximum applicable value of this expression will be 2,631,300 (187,950 x 14), which corresponds to the Social Security retirement benefit ceiling.

4.- Employees who joined the Company before 8 March 1980 who are not members of a mutual insurance scheme and who are in active service on the date of entry into force of this Collective Agreement may retire at their own request from the time they reach 63 years of age. In this case, the benefit payable by the Company, which shall be paid in twelve payable monthly instalments, shall be determined by applying 90% for those retiring at age 63, and 95% for those retiring at age 64, of the PE percentage corresponding to age 65 in the above formula, to the payments established in the Collective Bargaining Agreement, calculated on an annual basis, on the date on which each employee retires. In the event that, retirement at 63 or 64 years of age occurs by mutual agreement between the employee and the Company, the

benefit payable by the Company will be determined by applying 100% of the said PE percentage at 65 years of age.

This same 100% percentage of the PE for 65-year-old employees will also apply in the case of retirement from the age of 65 and up to the age of 67.

5.- Personnel hired by the Companies on or after 8 March 1980 shall have upon retirement only the rights recognised at that time by the general legislation applicable thereto, with the exception of the provisions of paragraph 6 of this article.

The contents of the preceding paragraph shall not affect personnel who change Company and had an effective employment relationship with any of those included in the scope of application of this Agreement on 31 December 1979.

Proof of this last circumstance, which shall always correspond to the employee, will grant him/her the rights included in the first five numbers of this same article.

6.- The Companies included in the scope of application of the Agreement shall have a Complementary Social Welfare System of defined contribution in favour of the active personnel hired as of 8 March 1980, to whom the previous section refers, with at least two years of seniority in the Company. As of 2 July 2022, this seniority has been limited to one month due to the entry into force of Law 12/2022 of 30 June 2022.

The minimum annual contribution to be paid by the Company shall be 550 euros per year. This amount may be supplemented, by collective agreement between the Company and the majority trade union representation, and/or as stipulated in the specifications of the Employment Pension Plan on the system and/or modification of contributions, with equal amount contributions from the Company and the employee.

The employee benefit plan to which the contributions are made shall grant economic rights over the contributions to the employees or to their beneficiaries in the event of death.

Article 46.- Compulsory Retirement.

As of the entry into force of this Agreement, the Company may terminate the employment contract if the worker reaches the age of 68 or over, except in the case provided for in paragraph 2 of additional provision 10 of the Workers' Statute or in the event of future regulatory changes that reduce this age, provided that the following requirements are met:

a) Employees affected by the termination of the employment contract must meet the requirements demanded by the Social Security regulations to be entitled to one hundred percent of the standard retirement pension in its contributory modality.

b) The measure should be linked, as a coherent employment policy objective, to generational replacement through the full-time, permanent recruitment of at least one new worker.

Article 47.- Widowhood and orphanhood.

a) Widowhood:

1.- A supplementary pension is established for the benefit of widows and widowers of deceased staff - in active service or retired or disabled from 1969 onwards.-

2.- The amount of this widow's or widower's pension is supplementary to the amount corresponding from the General Social Security Scheme, and the sum of the two amounts must reach 50% of the base determined in the following section.

3.- The basis for calculating the widow's or widower's pension will be the total income of the deceased, resulting from applying the Agreement, under the terms established therein and deducting the Social Security contributions payable by the deceased, at the time of death

In the event that, the deceased was retired or disabled, the monthly base shall be determined by the retirement or disability pension that he/she received from the Social Security, plus, if applicable, the benefit that he/she received from the Company for the same reason.

4.- To be considered a beneficiary of this pension, the following will be required:

- That the widow or widower meets the conditions required under the General Social Security Scheme. In this sense, the widow or widower of the deceased employee will be considered to be the person to whom the Social Security recognises a widow's or widower's benefit as a result of the death of the deceased.

- Notwithstanding the foregoing, widows or widowers who have not reached the age of 40 and have no descendants shall enjoy the benefits set out above and with the same requirements.

5.- The widow/widower will stop receiving the supplementary widow's/widower's pension when he/she stops receiving the pension he/she is entitled to under the Social Security regulations.

b) Orphanhood:

1.- A supplementary pension is hereby established for orphans who become so after 1969, which shall be 20% or 30% (the latter percentage in the case of total orphans) on a basis to be determined in the same way as for widows and widowers.

2.- The supplementary orphan's pension thus established shall be applied for each descendant who meets the requirements of the Social Security Law and supplementary provisions.

3.- When the orphan is classified as disabled pursuant to the provisions in force, the benefit shall be extended until he or she recovers, regardless of the age, provided that he or she is incapable of working and is receiving the orphan's benefit from the corresponding Social Security body.

c) Limitation for these supplementary pensions:

The accumulation of the widow's, widower's and orphan's pension supplements may in no case exceed 100% of the deceased person's earnings at the time of death resulting from the application of the Agreement, whether he/she was in active service, retired or disabled.

Article 48.- Life insurance.

Coexisting with the life insurance policies taken out by the Companies and independent from them and from the agreements made under Article 51 of this Agreement, a collective life insurance policy is established for all active personnel, for a single insured capital of 10,000 euros, the beneficiary of which shall be the last surviving spouse and, failing that, any other person expressly designated by the holder, provided that they are a cohabitant or first-degree relative.

"Surviving spouse" will mean the person to whom Social Security grants a widow's or widower's benefit, following the death of the deceased person (an employee in active employment). For the purposes of this article, this person shall also be considered as the "last surviving spouse", provided that at the time of death he or she maintained the same relationship with the deceased person as that for whom the Social Security granted the widow's or widower's benefit.

In the event of there being two or more beneficiaries of a Social Security widow's or widower's benefit from the death of the same deceased person (an employee in active employment), only the spouse who at the time of death maintained the same relationship with the deceased person as that for whom the Social Security granted the widow's or widower's benefit shall be considered the "last surviving spouse".

Article 49.- Service incurred death.

1.- The Company shall grant the widows/widowers and/or orphans of staff who have died as a result of service-incurred injuries, the amount set out in section 2, provided that the following conditions are met at the time of death:

a) That there is an unquestionable causal or occasional link between the strict provision of the service and the fact of death.

b) That the injuries causing the death occurred:

1. Either caused by a fortuitous event due to an external physical agent, except in the case of an accident which, due to its nature or generality, cannot be rationally referred to the conditions under which the service is provided, or if it can, is outside the order of what is humanly foreseeable.

2. Or by the victim's own acts, unless there was negligence, recklessness or failure to comply with his or her obligations.

3. Or by acts of a third party.

2.- The amount to be paid by the Company shall be that which, for all the remuneration items established in the Agreement, was received by the employee at the time of his or her death under the terms established therein, deducting, where applicable, the income that could be received if the risk were covered by the Compulsory Occupational Accident Insurance or by any insurance system established or arranged by the Company. In this sense, if the Insurance gives rise to a delivery of capital, the income shall be estimated at 6 per cent of the same.

The Company shall pay the amount payable thereby in twelve parts on each calendar month.

3.- When the death of a Bank employee occurs as a result of violence inflicted on his or her person while on duty, the Company shall grant the widow/widower and/or orphans the amount established in section 2 of this article, with the increases that would correspond to him or her for the time remaining before reaching the age of sixty-five.

Article 50.- Retirement age.

The first ordinary retirement age is defined as the age at which the person reaches the required age, between 65 and 67, depending on the number of years of contribution, in accordance with Social Security regulations. These retirement ages shall be applied gradually, in the same terms as those applicable in the Social Security regulations in force at any given time.

Article 51.- Referral to the Company agreements.

At each Company level, by agreement with the employees' representatives, social welfare systems may be regulated or established, either as a substitute or

supplementary, other than those established in Articles 44, 45 and 47 of this Collective Bargaining Agreement.

CHAPTER NINE

SOCIAL BENEFITS

Article 52.- Advances to staff.

Upon reasoned request, any employee shall have the right to be paid, as soon as possible, the monthly payment corresponding to the current month.

Article 53.- Interest-free loans.

1.- The loan amounts granted by the Companies to their staff may not exceed the amount corresponding to nine monthly pays and shall be used to cover justified pressing needs. In this sense, pressing needs shall be deemed as those caused by the following:

a) Marriage.
b) Transfer to another workplace.
c) Death of spouse, civil partner or offspring.
d) Renovation works in the house due to risk of inhabitability.
e) Divorce, separation or marriage annulment.
f) Birth and adoption of a boy or girl or submission to assisted reproduction techniques.
g) Serious illness of the employee or his/her relative up to the first degree.
h) Expenses generated for women employees which have been victims of gender violence situations, and this is proven in the terms established by Law.

The aforementioned causes, which exempt one from having to prove immediateness, are not exclusive, and there may be other causes where, on the other hand, immediateness must be proved.

Civil partnership couples shall be acknowledged the same conditions as married couples in what regards the application of this article. To such end, the existence or establishment of the civil partnership shall be accredited through a certificate of registration in one of the specific registers existing in the Autonomous Communities or Town Councils of the place of residence or through a public document stating the constitution of the said partnership.

2.- The staff shall be eligible for the following loans:

a) With a maximum limit of nine monthly pays to meet requests made for the following reasons:

- Renovation works in your habitual residence, including environmentally friendly installations.

- Medical assistance in the event of serious illness of the employee, his or her spouse or civil partner and/or first-degree descendants, provided that they can prove that they do not receive income or that their income is less than 8,000 euros net per year.

- Purchase of environmentally friendly vehicles.

b) With a maximum limit of five monthly pays to meet requests made for the following reasons:

- Purchase of furniture, household goods, computer equipment and electrical appliances.

- Purchase of own vehicle. This designation includes so-called "caravans".

- Dental treatments for employees, their spouse or civil partner and/or first-degree descendants, provided that they can prove that they do not receive income or that their income is less than 8,000 euros net per year.

- Payment of your personal income tax, title deeds, registration, VAT and capital gains on the purchase of your habitual residence.

- Property Transfer Tax and Stamp Duty Tax.

- Repair of own vehicle breakdowns.

- Health expenses and medical assistance for care that does not require hospitalisation or non-severe illnesses with hospitalisation.

- Expenses arising from studies of employees or of their descendants, including travel and accommodation expenses when these studies are carried out outside the family residence.

Proof must be provided that the loan granted has been used for the purpose for which it was requested.

3.- No new loan as defined in this article may be granted while there is another loan in force.

When part of the loan granted under number 2 is outstanding and any of the specific causes outlined in number 1 arise, the loan that may correspond to the new need shall be granted, cancelling, with the grant, the previous outstanding balance.

4.- Repayment in excess of 10 percent of total earnings may not be demanded.

5.- The advances and loans referred to in this article do not accrue interest and may be formalised as a loan policy with repayment instalments debited to a current account, or as a salary advance with the instalments discounted from the monthly salary.

6.- There is no incompatibility between the advances under Article 52 and the loans under Article 53.

7.- In the event of leaving the Company, the employee shall pay the outstanding amount of the loan or a commercial loan shall be set up with general customer terms for the repayment of the outstanding amount.

Article 54.- Loans for house purchase.

Companies that market loans for the purchase of a principal residence to their customers shall also grant them to their staff. Companies that have been providing such loans to their staff will continue to do so, even if they do not market them to their customers.

The Companies shall also give priority and under the same terms, to requests of employees who have the right of first refusal to purchase a dwelling of which they were tenants and of employees who were forcibly transferred, in accordance with Article 38 of the Agreement.

The maximum repayment period shall be 30 years, with the limit being the date on which the employee reaches 70 years of age, and in no case may it exceed 150,000 euros.

This type of loan may be formalised either with a personal guarantee or with a mortgage guarantee, at the Company's discretion. In the event of formalising the loan with a personal guarantee, arranging a loan repayment insurance policy in the event of death shall be required, with the Company as beneficiary, with the insurance company chosen by the holder of the loan, and with the Company's agreement.

The most favourable terms existing in the institutions for housing loans to their staff, considered as a whole and globally, shall be respected. However, it shall be the employee's decision to opt for the housing loan of the Agreement or for the housing loan of the institution, and it will be up to the management of the Companies to determine whether or not both loans, for the same purpose, can be combined or not.

The annual and variable interest rate applicable to these operations will be the one-year Euribor, or the reference value that replaces it, plus a 0.15 spread, under no circumstance resulting in a negative interest rate. The Euribor for each year will be

calculated based on the average value existing on the last working day of October of the previous year.

The minimum endowment to be allocated by the Companies each year to this purpose will be the amount resulting from multiplying the total workforce at 31 December of the previous year by 600 euros. The endowment not consumed in the year will not be carried over to the following year.

In the event of leaving the Company, the employee shall pay the outstanding amount of the loan or a mortgage shall be set up with general customer terms for the repayment of the outstanding amount.

Article 55.- Housings rented as part of the employment relationship.

In view of the exceptional nature of the situations regulated by Article 41 of the 22nd Agreement for these scenarios, it shall remain in force for the cases existing at the date of signature of this Agreement.

Article 56.- Loan for different purposes.

For other consumer needs (excluding refinancing) not specified in Article 53, companies marketing consumer loans to their customers shall also grant them to their actively employed permanent staff. Companies that have been providing such loans to their staff will continue to do so, even if they do not market them to their customers.

a) The maximum capital will be the higher of the following two amounts:

   -25% of the annual salary established for each person in the Agreement.

   -10,000 euros

b) The maximum variable interest rate will be the one-year EURIBOR plus a 1.25% spread, under no circumstance resulting in a negative interest rate.
c) To determine the EURIBOR in subsequent years, the rate published in the Official State Gazette (BOE) by Banco de España (Bank of Spain) as the "one-year interbank reference rate" (EURIBOR), corresponding to the last working day of October of the previous year (published by Banco de España in November), shall be taken as reference.
d) It can be formalised as a loan agreement with repayment instalments being debited to a current account, or by discounting the instalments from the monthly salary.
e) The repayment period shall be as requested by the employee with a maximum of eight years.
f) As for loans for different purposes, the most favourable conditions existing in each Institution, considered as a whole and globally, shall be respected.

Should the Company have a set of loans available for this type of need under more favourable conditions, the employee shall opt for the Agreement loan included in this article or for the loan offered by the Company.

g) In the event of leave of absence to care for children or family members under Article 34 of this Agreement, and during the first year of such leave, the employee may temporarily suspend the repayment instalments of this loan.

CHAPTER TEN

EQUAL TREATMENT AND OPPORTUNITIES FOR WOMEN AND MEN

Article 57.- Balancing Work and Family Life.

In compliance with Organic Law 3/2007 on effective equality between women and men, which raises to the category of rights the different instruments for balancing the personal, family and working life of men and women employees in order to promote balanced personal and family life responsibilities and to prevent any discrimination at work from this, the Companies shall take these circumstances into account in their organisation.

Likewise, in order to make this right to work-life balance effective, employees have the right to request adaptations to the length and distribution of their working day, in the organisation of their working time and in the way they work, including teleworking, under the terms established in Article 34.8 of the Workers' Statute.

Article 58.- Guarantee of equal opportunities and non-discrimination between persons.

1.- Labour relations in Companies shall be governed by non-discrimination on the grounds of birth, race, gender, religion, trade union membership or any other personal or social condition or circumstance.

2.- The rights set forth in this Agreement apply equally to men and women in accordance with the provisions in force at any given time. Nothing in this Agreement shall be construed to discriminate with regard to occupational groups, working conditions or remuneration between employees of either gender.

Direct discrimination on grounds of gender shall mean the situation in which a person is, has been or would be treated less favourably on grounds of gender than another comparable situation. Any unfavourable treatment of women related to pregnancy or maternity is also considered direct discrimination on grounds of gender.

Indirect discrimination on grounds of gender shall mean a situation where an apparently neutral provision, criterion or practice places a person of one gender at a particular disadvantage compared with a person of the other gender, unless that provision, criterion or practice can be objectively justified by a legitimate aim and the means of achieving that aim are necessary or appropriate.

In any case, any order to discriminate directly or indirectly on grounds of gender shall be considered discriminatory.

3.- The Companies shall endeavour to achieve equal opportunities in all their policies, in particular gender equality, adopting measures aimed at preventing and correcting, where appropriate, any type of discrimination between men and women at the workplace.

In the case of Companies with a workforce of more than 50 people, the equality measures referred to in the previous paragraph shall be aimed at preparing and implementing an equality plan, which must also be subject to negotiation in the manner and within the time periods determined by labour legislation and its subsequent registration. For companies with less than 50 employees, having internal equality policies with the same objectives is recommended.

To draw up equality plans, the Company, along with the Employees' Legal Representatives, will carry out a prior diagnosis consisting in a quantitative and qualitative study of the situation, which will allow to know the reality of the workforce, detect problems and needs, and define objectives and measures to achieve real equality and eradicate any type of discrimination on the grounds of gender.

With this objective in mind, the preliminary diagnosis will analyse all matters specified in current legislation, and we also recommend addressing aspects relating to gender violence, occupational health, communication and company culture are also addressed from the perspective of equal treatment and opportunities.

This information shall be updated periodically, under the terms agreed between the Employees' Legal Representatives and the Company. Furthermore, it will be provided to the Equality Committee or to the body established to this end to analyse and assess the evolution and fulfilment of the objectives and measures established in each Equality Plan.

4.- In the Equality Plans to be agreed, when renewing those in force, or at any time if so agreed between the parties, numerical and time objectives that are appropriate to the reality and specific circumstances in each Company will be included in those that lack them, in order to achieve gender parity at Levels where imbalances may exist.

Article 59.- Prevention of sexual and gender-related harassment.

1.- Sexual harassment means any verbal or physical conduct of a sexual nature that has the purpose or effect of violating the dignity of a person, in particular when it creates an intimidating, degrading or offensive environment.

2.- Gender-related harassment means any behaviour carried out on the basis of a person's gender, with the purpose or effect of violating that person's dignity and creating an intimidating, degrading or offensive environment.

The Equality Law considers sexual harassment or gender-related harassment as a form of discrimination and making a right or expectation of employment conditional on the acceptance of sexual harassment or gender-related harassment is also a gender-related act of discrimination.

3.- In order to prevent these situations, the Company shall ensure achieving a suitable working environment, free of any unwanted behaviour of a sexual nature or overtone and shall adopt the appropriate measures and procedures to this end, to prevent them.

With this same purpose, and in order to work towards the goal of eradicating any type of sexual harassment or gender-related harassment in the workplace, the Companies shall negotiate with the Employees' legal representatives "Protocols for prevention and action against sexual harassment and gender-related harassment", which it is recommended, shall include at least the following:

- Statement of principles, objectives and scope of application.
- Definition and examples of situations of sexual and gender-related harassment.
- Principles and guarantees.
- Rights and obligations of the management, the Employees' Legal Representatives and the employees.
- General measures and procedures for communication, advice, whistle blowing, action and resolution.
- Follow up and assessment.
- Information and awareness rising.
- Misconduct and sanctions.
- Whistle blowing form.

Similarly, measures may also be established which shall be negotiated with employees' representatives, such as the drawing up and dissemination of codes of good practice, information campaigns or training actions.

4.- Regardless of any legal action that may be brought in this regard before any administrative or judicial body, the internal procedure will begin with a complaint of sexual harassment or gender-related harassment to a member of the Company's management.

The complaint will give rise to the immediate opening of an information Memorandum by the Company, especially aimed at ascertaining the facts and preventing the continuation of the harassment denounced, articulating appropriate measures for this purpose, with the Company being exonerated from any possible liability for violation of fundamental rights.

The employees' legal representatives shall be immediately informed of the situation if the person concerned so requests.

In the inquiries to be carried out, no formality shall be observed other than that

of giving a hearing to all the parties involved, and as many formalities as may be considered conducive to clarifying the facts that have occurred shall be carried out.

During this process, which must be completed within a maximum period of ten days, all persons involved in the preliminary investigation and investigation of the case shall maintain absolute confidentiality and reserve, as it directly affects the privacy and honour of the persons involved.

Finding the existence of sexual harassment or gender-related harassment in the reported case will give rise, among other measures, to imposing a sanction, if the active subject is within the scope of the Company's management and organisation.

Article 60.- Protection against gender violence.

In the fight against gender violence, guaranteeing access to and maintaining employment, in addition to applying the recognised labour rights of women who suffer from this violence, contributes to making this principle real and effective. Procedures may be established, within the scope of the Companies, to guarantee information, access and application of the rights that may be requested, and everything not provided for in this article or in the legislation in force may be developed through collective bargaining.

Situations of gender violence giving rise to the recognition of the rights regulated by regulations will be accredited through a conviction for a crime of gender violence, a protection order or any other court decision ordered as a precautionary measure in favour of the victim, or through the report of the Public Prosecutor's Office indicating the existence of indications that the claimant is a victim of gender violence.

Situations of gender violence may also be accredited through a report from the social services, specialised services or shelter services for victims of gender violence of the competent Public Administration; or through any other title, as long as this is provided for in the general regulatory provisions or those of a sectoral nature regulating access to each of the rights and resources in force at any given time.

An employee who is a victim of gender-related violence and who is forced to leave her job in the town where she has been providing her services, in order to enforce her protection or her right to comprehensive social assistance, shall have the preferential right to hold another job position, where possible with the same or equivalent level of responsibility, that the Company has vacant in any other of its workplaces.

In such cases, the Company shall have the obligation of informing the employee of any vacancies existing at that time or which may arise in the future.

The transfer or change of workplace shall have an initial duration of twelve

months, during which the Company shall have the obligation to reserve the job position previously held by the employee. At the end of this period, the employee will be able to choose between returning to her previous job or continuing in the new one. In the latter case, the aforementioned obligation to reserve shall lapse.

Absences from work or lack of punctuality due to the physical or psychological situation resulting from gender violence shall be considered justified, when so determined by the social services or health services, as appropriate, without prejudice to the fact that such absences must be reported by the employee to the Company as soon as possible.

In the event of an employee being forced to abandon her job position as a result of being the victim of gender violence, the leave period shall have an initial duration that may not exceed twelve months, unless the proceedings to ensure effectiveness in the judicial protection of the victim's right requires the continuation of the leave. In this case, the judge may extend the leave for periods of three months, with a maximum of eighteen months.

A woman employee who is the victim of gender-based violence shall be entitled, when declaring such violence and in order to make effective her protection or her right to comprehensive social assistance, to a reduced working day without her salary being reduced, for a maximum period of six months, or to the reorganisation of her working time under the terms established in this Collective Bargaining Agreement or in accordance with the agreement between the Company and the affected employee.

The privacy of a woman employee who is the victim of gender-based violence will be guaranteed in the institution's internal databases to ensure her effective security.

Women employees who are victims of gender violence and who have loans in force may suspend the payments of the corresponding monthly instalments for one year, under the terms and conditions regulated in each Company.

CHAPTER ELEVEN

OCCUPATIONAL HEALTH

Article 61.- Prevention of occupational hazards.

The protection of the safety and health of employees constitutes a basic and priority objective shared by the signatory Companies and Unions of this Collective Bargaining Agreement. In order to achieve this, preventive actions must be taken to eliminate or reduce the risks at source, starting from their prior identification and subsequent evaluation, taking into account the nature of the activity, and adopting, where appropriate, the necessary measures for the prevention of risks arising from work.

1. The Companies, together with the workers and their legal representatives specialised in the matter, will try the suitable fulfilment of the obligations established in the regulation of prevention of labour risks, and promote an appropriate prevention culture, including the training that must be provided by Companies and that workers must undergo, within the meaning of Article 5.b of the WS and Article 19 of the Occupational Risk Prevention Law (LPRL).

2.- The natural framework of participation and desirable consensus for preventive action is that which is configured through the Prevention Delegates and the Health and Safety Committees. In each Company, spaces for dialogue and work appropriate to its own organisation shall be agreed upon, preferably with agreements for the constitution of a State-wide Health and Safety Committee, as a fundamental way to channel the rights of participation and consultation of the Employees' Legal Representatives in all legally regulated matters.

3.- The figure of Prevention Delegate is crucial for implementing the legally regulated right to participation and consultation. In order for them to carry out their duties effectively:

a) Specific training programmes will be established.

b) Your time credit will be extended, by agreement in the Company.

4.- In compliance with the duty to protect the health and safety of employees at their service in all work-related aspects, Companies shall take the measures required in terms of risk identification and assessment, planning of preventive activity, information, consultation, and training and participation of employees, action in cases of emergency, health surveillance, and organisation of prevention activities.

5.- Psychosocial risks must be identified and, if necessary, assessed and preventive intervention must be carried out in our sector.

6.- Special emphasis will be placed on monitoring and preventing health risks arising from the usual tools used in the banking profession, such as computer screens or similar including the verification of requirements for an ergonomic design and conditioning of the workplace.

7.- The risk of robbery, aggression or any form of external violence exercised by personnel from outside the Company, insofar as it is an occupational risk that is present in our institutions, must be prevented and therefore included in the Prevention Plan, and is considered in the risk assessments and in the planning of preventive activity. In addition, the appropriate training courses will be given to the staff. Particularly, support and medical-psychological follow-up shall be provided to all victims of this type of violence from the time they suffer this type of violence.

CHAPTER TWELVE

TRADE UNION RIGHTS

Article 62.- Trade union rights and guarantees for exercising trade union duties.

The right of employees to freely join trade unions, and to exercise trade union activity, without their employment or working conditions being affected as a result of their membership or of the exercise of tasks representing the workforce, is enshrined and protected both in constitutional law and in the labour regulations in force.

Companies shall comply with the principle of equal opportunities, avoiding any type of discrimination against those performing duties representing employees.

In order to facilitate compatibility between these trade union duties and those inherent to their group and professional level in the organisation, below are some criteria for action applicable in the scope of each Company:

1.- In the event that, at the Company's discretion, the exercise of trade union activity was not compatible with the performance of the duties entrusted, the Company may conduct the necessary organisational adjustments for compatibility, after notifying the corresponding trade union section. Should these measures entail a change of job position or duty, the Company shall apply the agreements signed with the Trade Union Representatives and in the absence of an agreement in this respect, the level of remuneration, the financial supplements resulting from the job position or duty that the employee had been receiving up to that time shall remain the same and the area of representation for which he/she was elected shall be taken into account.

2.- In Companies that have established variable remuneration systems, the measures required to guarantee equal treatment and opportunities for trade union representatives may be agreed between the Company and the majority of trade union representatives.

Likewise, the Companies, by mutual agreement with the majority of the trade union representatives, shall analyse and may agree on mechanisms that guarantee the promotion and professional development of said union representation.

3.- The employees’ legal representatives shall be assessed, where appropriate, and the hours devoted to their trade union activity shall not undermine the corresponding assessment nor, therefore, the variable remuneration they may be entitled to as a result of said assessment.

4- In order to facilitate the reversibility of the trade union duty at any time the delegate so decides, the Companies shall facilitate, as soon as possible, their

attendance to the training courses required to that may be necessary to expedite professional development with equal opportunities.

5.- The Employees' Legal Representatives shall have access to training and retraining activities, both during and after their term of office.

Article 63.- Trade Union Action at Sectoral Level.

The Spanish Banking Association may negotiate with each of the Trade Unions that have sufficient legal standing to formally request it, the terms of exercise of their trade union action within the scope of application of this Agreement.

Article 64.- Right to report to the Employees' Legal Representatives.

As their preferred means of dialogue, both in the sector and in each Company, the Company's Trade Union Sections take on the information and documentation competencies assigned by the current legislation to the Works Councils and Personnel Delegates, as broadly as legally possible. The Company's obligations shall therefore be deemed fulfilled when the communication is made to the person responsible for each of State Trade Union Section, who shall be jointly responsible for informing their respective Delegates in the Works Councils.

Article 65.- Trade union communications.

1.- Provided that they have an Intranet as a usual work and information tool for their employees, Companies shall make available to the trade union representatives with a presence on the Works Councils, a specific site, set up for each Trade Union, where they can disseminate the communications that they periodically send to their members and staff in general, within their scope of representation.

Online trade union portals should be easily accessible to all persons, regardless of their Level or category

These particular areas shall be independent resources for document management, public access to the staff and, exclusively, consultation of the staff, with the possibility of notifying new developments within the trade union portal itself.

Maintaining the publications shall be the responsibility of the administrators designated by each Trade Union in this sense and with restricted access for this purpose.

2.- To make communication easier, the Companies shall provide a specific corporate email account to each legally constituted Company trade union sections (LOLS) of the Trade Unions that hold the most representative status in the sector, if

they so request.

Likewise, in cases where attending to personal and individualised communication needs with an employee is required, the Companies will allow the Employees' Legal Representatives to make use of the telematic channels owned by the Companies (including videoconferences, audio conferences or any other channel commonly used by the workforce) to be able to communicate with them, whether they are working in person or teleworking.

These telematic resources shall be used without disturbing production and shall guarantee the due confidentiality of the employees' right to trade union attendance. Therefore, any type of monitoring, recording, storage of messages or similar, of the contacts established between the Employees' Legal Representatives and the employee is expressly forbidden.

Within the scope of each Company, the terms and conditions for mailings to the entire workforce or to a group of employees shall be determined by agreement between the Company and the trade union representatives.

3.- Communications, which include emails, shall have strictly work-related content and be directly related to the exercise of the duties of legal representation of the staff. They shall not be used for other purposes and will be subject to the same technical controls and, where appropriate, legal safeguards established by the Law on the Protection of Personal Data and Guarantee of Digital Rights, as will all information that is disseminated through these new technical resources in the Companies.

The content of the information on the particular site of each Trade Union, and on the emails, shall comply with the provisions of Article 4.2.e) of the Workers' Statute, both with respect to individuals and institutions.

In line with this facility, notice boards will be removed within the Company, except in workplaces where there is no access to the Intranet. Trade union sections, to the extent that they use these systems, shall reduce the number of communications sent by traditional means accordingly (photocopies, paper notes, telephone, etc.).

Article 66.- Information on the staff.

In order to facilitate the work inherent to their function, the Companies shall provide the Trade Union Representatives with information on the workforce within their scope of representation, in computer format, in accordance with the provisions of the LOPDGDD and Article 65.2 of the Workers Statute.

The information shall be provided on a quarterly basis, within the month following the corresponding calendar quarter, and shall contain at least the following data:

Employee number or registration number, Name, Surname, gender, date of entry, Agreement Level, Work Centre, Office Code, Province, Type of contract and contract expiry date (if temporary).

Article 67.- Union dues.

In accordance with Article 11.2 of Organic Law 11/1985, on Trade Union Freedom, at the request of the trade union of the affiliated employee and always with the prior agreement of the latter, Companies shall deduct the amount of the corresponding trade union dues from the monthly salary of their affiliated personnel.

Article 68.- Trade union elections.

On the occasion of the promotion campaign of elections for unitary employees' representatives at sector level, agreements may be reached between the Spanish Banking Association (AEB) and the trade union representatives in order to determine, within existing legal possibilities, the most appropriate ways of grouping centres that may favour the generalised participation of employees in the electoral process, also considering electronic voting.

CHAPTER THIRTEEN

DISCIPLINARY REGULATIONS

Article 69. Definition.

Any action or omission involving an infringement or breach of work duties arising from the provisions of this Agreement or other labour regulations in force, whether legal or contractual, shall be considered a misconduct.

Article 70. Classification of misconducts.

The Company may apply sanctions on employees who fail to comply with their work obligations, in accordance with the classification of misconducts established in this Agreement, or other comparable ones. Misconducts are classified as minor, serious and very serious.

The following shall be considered minor misconducts:

1. Late arrivals and early departures that are unjustified and less than or equal to five in a month, without prejudice to the flexibility margins established in the Companies.

2. Being absent from work without justifiable cause, without permission from an immediate supervisor, provided that it does not exceed one hour and does not seriously affect the service.

3. Improper or discourteous treatment of the public or co-workers.

4. Failure to notify the Company with due diligence of changes of address, changes in the family situation that may have an impact on Social Security, the Public Treasury, welfare action or the Company's obligations.

5. Failure to inform the person in charge or immediate superior within the first few hours of the working day of the reasons for non-attendance at work unless there are justified reasons for not doing so.

6. Negligence in the performance of work duties, without causing or resulting in damage to the interests of the Company.

7. Non-attendance to work one day without just cause.

The following shall be considered serious misconducts:

1. Failure to attend work, without just cause, two days in a two-month period.
2. Negligence in the performance of work duties, causing or resulting in serious damage to the interests of the Company.
3. Unjustified late arrivals and early departures from work that exceed five in a month; or that are repeated in a period of three months and exceed eight, after having warned the employee; or that the sum of those exceeds the hours of one working day in a calendar quarter. This is without prejudice to the flexibility margins established in the Companies.
4. Interrupting or disturbing the service, without legal justification, carrying out or allowing any activity in the workplace that is not in the Company's interest.
5. Intentionally causing damage to persons or material elements owned by the Company.
6. Failure to report to the Company of facts witnessed or known that cause or could cause serious damage to the Company’s interests.
7. Malicious concealment of own errors and delays in work that cause damage to the Company.
8. Withholding, without the authorisation of the competent supervisor, documents, letters, data, reports, etc. or applying or using these inappropriately .
9. Registering the presence of another employee by using his or her card, signature, control card or altering the entry and exit controls at work.
10. Recidivism or repetition of a minor misconduct, within a period of three months, when there has been a written sanction, except for those regulated in section 1 as minor misconducts, which shall be governed by the provisions of section 3 hereof on serious misconducts.

The following shall be considered very serious misconducts:

1. Breach of contractual good faith and breach of trust in the performance of the duties entrusted to the employee.
2. Fraud or disloyalty in the tasks entrusted to the employee, or the appropriation, theft or robbery of goods belonging to the Company, to people working in the Company or to customers. Likewise, performing these actions on any other person within the Company's premises.
3. Faking an illness or accident and performing activities that are incompatible with a situation of sick leave due to illness or accident.
4. The breach or violation of secrets of obligatory silence.

5. Habitual drunkenness or drug addiction if it has a negative impact on work.
6. Infringement of the Company's rules, committed with the purpose of concealing, falsifying or masking the true situation and nature of the financial statements or of the risks incurred.
7. Harassment at work and abuse of authority by superiors.
8. Sexual harassment and gender-based harassment as well as harassment in relation to the LGTBI individuals, in the terms established in the Law and in the Collective Bargaining Agreement.
9. Indiscipline or disobedience at work.
10. Continuous and voluntary decrease in the performance of normal or agreed work.
11. Verbal or physical misconducts to the Employer, or to the people who work in the Company or their relatives who live with them.
12. Repeated and unjustified absences from work in terms of attendance or punctuality.
13. Reiterated or repeated serious misconduct within a period of twelve months, provided that there has been a written sanction.

Article 71. Sanctioning proceeding.

1. The Company's management has the power to issue warnings or calls to attention, verbally or in writing, without these being considered of a sanctioning nature, and to impose sanctions, which shall be exercised in the manner set forth in this Agreement and in accordance with the provisions of the Workers' Statute.

Any sanction imposed shall be notified in writing to the person concerned, who shall acknowledge receipt or sign as having been "informed" of the communication, without this implying conformity with the facts, failing which any other form of proof of receipt of such communication may be used.

The Company may, depending on the circumstances, apply any of the sanctions established for less serious misconducts, without such a reduction in the sanction implying a change in the classification of the misconduct.

2. In cases or situations where, given their special characteristics, the Company requires a prior period of investigation for a better knowledge of the scope and nature of the facts, the suspension of employment, but not of salary, of the person affected by said situation may be decreed as a precautionary measure, for a maximum period of two months, the person being at the Company’s disposal during said suspension period.

3. Sanctions imposed for very serious misconduct shall be notified to the Company's Employees' Legal Representatives.

4. In the event of sanctions due to serious or very serious misconduct to members of the Works Committee, personnel delegates or trade union delegates, it

will be mandatory to open contradictory proceedings to hear the Trade Union Section, the Works Committee or other personnel and/or trade union delegates, in addition to the person concerned.

The notification of the opening of such contradictory proceedings will entail the start of the three working day period for the prior hearing, including the date, the facts on which it is based and the regulatory infringement of which it is accused. During this procedure, the appropriate allegations and evidence may be articulated and may be provided as appropriate to their rights. It may be extended up to five more working days if so requested by the party concerned.

Once the contradictory proceedings have been completed, where appropriate, the sanction shall be imposed or dismissed. The statute of limitations for the misconduct shall be suspended for the duration of said proceedings.

5. The employee may challenge the sanction imposed by filing a lawsuit before the competent jurisdiction, under the terms established by the Law Regulating Social Jurisdiction (Articles 114 et seq.).

6. The maximum sanctions that may be imposed in each case, depending on the seriousness of the misconduct committed, shall be as follows:

A) For minor misconducts:

- Verbal warning.
- Written warning.
- Suspension from duties without pay for up to two days.

B) For serious misconducts:

- Suspension from duties without pay for up to 20 days.
- Forced transfer to a town other than the employee's usual place of residence, for a maximum period of 3 years, within the same province. Suspensions of the employment contract shall not be counted for this purpose.
- Temporary disqualification, for up to 2 years, from advancement to higher Levels.
- Temporary loss of the Level, moving to the next lower one, with the corresponding economic impact, for a maximum period of one year.

C) For very serious misconducts:

- Suspension from duties without pay for up to six months.
- Forced transfer to a town other than the employee's usual place of residence.
- Final loss of Level with the corresponding economic impact.
- Temporary disqualification, for up to four years, from advancement to higher Levels.
- Disciplinary dismissal.

Article 72. Statute of limitations.

The Company's authority to issue sanctions shall have a statute of limitation of 10 days for minor misconducts, of 20 days for serious misconducts, and of 60 days for very serious misconducts, counted from the time the Company has knowledge of the misconduct, and in any case, 6 months from the time the misconduct takes place.

Article 73. Cancellation of misconducts and sanctions.

Unfavourable notes for misconduct in the personal files of staff members shall be cancelled after two years for minor misconduct, after four years for serious misconduct and after eight years for very serious misconduct.

The cancellation shall be subject to the good conduct of the person sanctioned, and, in very special cases, the period may be reduced at the request of the person concerned, following special proceedings conducted by the Company. The cancellation shall not affect the consequences that the sanction gave rise to.

CHAPTER FOURTEEN

TRAINING

Article 74. Training in Companies.

Training is a strategic value that helps both employees and Companies to better adapt to new technologies and to adapt to a constantly evolving work and business environment. Therefore, all the people who are part of the staff of the institutions have as one of their job duties, to permanently update and adapt their knowledge and technological skills, taking advantage of the training tools and means made available to them by the Companies for this purpose.

The Companies shall promote training activities to promote the development of their staff's skills and competencies and of their professional career. To this end, they will promote training policies throughout their entire professional career as a factor of competitiveness and innovation, for which it is recommended that each institution establishes training plans per role with a list establishing the mandatory courses or training actions required for the performance of each job position. Furthermore, employees shall participate in this type of training actions as part of their permanent professional development and to keep updated.

Article 75. Mandatory regulatory training.

All Companies shall make available to employees who require so, the courses and accreditations required by European and national regulations, when this is mandatory to perform the duties that have been entrusted to them. These training actions shall be part of each Company's training plans.

All mandatory training, either due to regulatory requirements or by decision of the Company itself, shall be considered effective working time.

The Companies shall bear the costs inherent to this training under the terms established in each case by the corresponding regulatory standard.

Article 76. Companies’ Joint Training Committees.

Companies shall inform trade union representatives annually of the training plans programmed.

In this regard, it is advisable for Companies that have not yet set up a Joint Training Committee to contribute to a better detection of the training needs of the workforce and to provide regular information on the implementation and results of the training plans.

Both the Companies and the Employees' Legal Representatives may contact the Sectoral Joint Training Committee of the Collective Bargaining Agreement for banks to request advice in the detection of training needs, in the preparation, monitoring, dissemination and/or evaluation of their training plans.

Article 77. Sectoral Joint Committee for Continuous Training.

The signatory parties to this Agreement, being fully aware of the importance of the training and professional qualification of employees in the sector, accept the full content of the National Agreement on Continuous Training in its current edition, in addition to the current related regulations, implementing its effects in the functional scope of this Collective Bargaining Agreement.

In this sense, the parties renew the Sectoral Joint Committee for Continuous Training, which is empowered to develop as many initiatives as may be required to apply said National Agreement, and also those relating to updating the professional classification regulated in this Collective Bargaining Agreement.

The Sectoral Joint Committee is part of the governance structure of the employment training system and constitutes an institutional participation body made up of the AEB, representing the Companies included in the scope of this Agreement, and the most representative trade union organisations, representing the employees of these Companies, within the framework of sectoral collective bargaining at State level.

The main duties of the Sectoral Joint Committee lie in the knowledge of vocational training for employment that is carried out in the sector and in establishing the general criteria and priorities of the training offer, carrying out mediation work in the event of discrepancies arising between the Company’s management and the Employee’s Legal Representatives, with regard to training carried out through the initiative of training actions that are eligible for being subsidised, including training programmed in companies under the terms set out in Article 9 of Law 30/2015, of 9 September, which regulates the Vocational Training System for employment in the workplace, as well as those entrusted to this Committee by the legislation in force on the matter.

Article 78. Training and Equal Opportunities.

1.- The Companies shall guarantee the principle of equal treatment and opportunities when providing training to people with greater difficulty in accessing it. To this end, it is advisable that training plans include positive actions regarding access to training for these groups (young people, people with different abilities, people less qualified, victims of gender violence, people over the age of 50, or any other group deemed appropriate).

2.- In order to contribute to promote women to positions of greater responsibility and in general to occupations in which there is not a balanced representation between men and women, it is recommended that the Companies' training plan includes specific training actions for this purpose.

3.- The training shall be planned considering that training actions should be reserved to meet the need for training of employees who return to work after periods of leave of absence to allow reinforce a rapid and appropriate integration into their professional activity.

CHAPTER FIFTEEN

DIGITAL TRANSFORMATION AND DIGITAL RIGHTS

Article 79. Digital Transformation.

Since digital transformation is a restructuring factor for Companies, with potential effects on employment, the characteristics and working conditions, the parties recognise that collective bargaining, given its nature and functions, is the instrument to enable an appropriate and fair governance of the impact of digital transformation of institutions on employment in the sector, energising labour relations in a proactive sense, i.e. anticipating the changes and their effects, and balancing the relationship of such labour relations, preventing and mitigating the possible risks of segmentation and exclusion.

In digital transformation processes, the Companies shall inform the Employees' Legal Representatives about the technological changes that will be taking place in such Companies, when these are relevant and can have a significant impact on employment and/or lead to substantial changes in working conditions.

Article 80. Digital rights.

The parties acknowledge the following digital rights of staff in the work environment:

1. Right to digital and work-related disconnection.

   The signatory parties believe that the regulation of the right to digital disconnection contributes to the health of employees by reducing, among others, technological fatigue or stress, thus improving the working environment and the quality of work.

   Digital disconnection is also necessary to achieve a balanced personal and professional life, thus reinforcing the different measures regulated in this area.

   Therefore, in accordance with the provisions of Article 20 bis of the Workers' Statute, the parties agree that employees have the right to digital disconnection in order to guarantee, outside the legally or conventionally established working time, respect for their rest time, leave and holidays or sick leave, in addition to their personal and family privacy.

   For purposes of regulating this right, all devices and tools likely to maintain the

working day beyond the limits of the legally or conventionally established working day will be considered: mobile phones, tablets, the Companies' own mobile applications, e-mails and messaging systems, or any other that may be used.

In order to ensure compliance with this right and to regulate possible exceptions, the following measures are agreed upon as minimum measures:

a) Employees have the right not to use digital devices outside their working day, nor during rest periods, leaves, leaves of absence or holidays, except in cases of justified urgency as established in section 3 below.

b) In general, communications on professional matters shall be made within the working day.

   Consequently, except in the emergency situations established in section c), making telephone calls, sending e-mails or any kind of messaging outside working hours should be avoided

   Employees have the right not to respond to any communication after the end of their daily working day.

c) Events that may involve a serious risk to persons or potential business damage to the Company shall be deemed as highly justified exceptional circumstances, the urgency of which requires adopting special measures or immediate responses.

d) Likewise, in order to better manage working time, the following measures shall be in place:

   - Automatic responses shall be programmed during periods of absence, indicating the dates when you will not be available, and designating the email or contact details of the person to whom the tasks have been assigned during such absence.

   - Calls for training, meetings, video conferences, presentations, information, etc. shall be avoided outside each employee’s standard daily working day.

   - The sessions set out in the previous paragraph shall be summoned sufficiently in advance to allow employees plan their day.

   - The start and end time in the calls, and the documentation to be dealt with shall be included, to allow the issues to be dealt with to be visualised

and analysed beforehand and to prevent the meetings from lasting longer than previously established.

In order for the right to digital and work-related disconnection to be effective, the Companies shall guarantee that people who exercise this right will not be affected by any type of sanction, motivated by exercising such right, nor shall they be harmed in their performance assessments, nor in their possibilities of promotion.

As a supplement to these measures, action protocols may be established within the Company to extend, develop and/or improve this right.

2. Right to privacy and the use of digital devices in the work environment.

Companies lacking them shall draw up, with the participation of the Employees' Legal Representatives, protocols establishing the criteria for the use of digital devices which, in any case, shall guarantee, to the extent legally required, the due protection of the privacy of employees who make use of them and their constitutional and legally established rights.

The digital devices required for the performance of the work activity must be provided to the employees by the Companies.

The Company, in compliance with the Organic Law on the Personal Data Protection and Guarantee of Digital Rights (LOPDGDD) may access the contents resulting from the use of digital media provided to employees for the sole purpose of controlling compliance with work or statutory obligations and guaranteeing the integrity of said devices.

Should the Companies allow private use of digital devices owned by them, the protocols shall specify what types of use are authorised and establish guarantees to preserve the privacy of employees such as, where appropriate, establishing the periods in which the devices may be used for private purposes. Employees must be informed of the criteria for use.

3. Right to privacy in what regards the use of video surveillance, sound recording and geolocation devices in the work environment.

The Companies' implementation of information technologies to control work performance, such as video surveillance, sound recording, biometric controls, computer controls (remote monitoring, indexing of internet browsing, or the review or monitoring of e-mail and/or computer use) or controls on the physical location of

employees through geolocation, shall be carried out in accordance with the legislation in force. In addition, such measures shall be proportionate to the purpose of verifying compliance by employees with their employment obligations and duties.

As for image and sound recordings, the necessary means shall be established to record the images and/or conversations considered necessary by the Company to guarantee the safety and/or quality of the activity carried out in the workplace and/or when required by legal regulations regarding customer protection.

4. Right to digital education.

The Companies agree to train their staff in the digital competences and skills required to face digital transformation and thus enable their digital conversion and adaptation to new jobs, and to prevent and eradicate digital gaps and guarantee their employability. Furthermore, employees shall participate in this type of training actions as part of their permanent professional development and to keep updated.

5. The Law vis à vis artificial intelligence.

New tools based on algorithms can bring value towards a more efficient Company management, improving their management systems. However, the increasing development of the contribution of technology requires careful implementation when applied in the scope of people. Therefore, employees have the right not to be subject to decisions based solely and exclusively on automated variables, except in cases provided for by law, and the right to non-discrimination in relation to decisions and processes when both are based solely on algorithms. In this case, they shall be able to request the assistance and intervention of the persons designated for this purpose by the Company, in the event of discrepancy.

The Companies shall inform the Employees' Legal Representatives about the use of data analytics or artificial intelligence systems when decision-making processes in human resources and labour relations are based exclusively on digital models without human intervention. Such information shall cover, at least, the data feeding the algorithms, the operating logic and the assessment of results.

CHAPTER SIXTEEN
PLANNED MEASURES TO ACHIEVE REAL AND EFFECTIVE EQUALITY OF LGTBI INDIVIDUALS

Article 81.- Scope of application.

In compliance with the Seventh Additional Provision of the 25TH Collective Bargaining Agreement for Banks, which indicates the need to establish a planned set of measures and resources to achieve real and effective equality for LGTBI individuals, as established in Article 15.1 of Law 4/2023 of 28 February, for the real and effective equality of trans individuals and for the guarantee of LGTBI rights, and in the Regulation laid down in RD 1026/2024, of 8 October; both parties agree to incorporate this chapter, whose scope of application is as follows, into the Collective Bargaining Agreement for banks:

1.- In the absence of an internal agreement with their Employees' Legal Representatives, companies with a workforce of more than 50 employees must comply with the following planned set of measures and resources to achieve real and effective equality for LGTBI individuals, which includes an action protocol for dealing with harassment or violence against LGTBI individuals.

For companies with less than 50 employees, having internal equality policies with the same objectives is recommended.

Consequently, in those entities in which protocols and measures for the real and effective equality of LGTBI individuals have been agreed with their Employees' Legal Representatives, their internal agreements shall apply in preference to the provisions of this Agreement, without prejudice to their necessary adaptation to the provisions of the legal regulations in force at any given time.

2.- When calculating the number of workers, the total workforce of the company shall be taken into account, regardless of the number of its work centres and regardless of the form of employment contract, including persons with permanent contracts, with temporary contracts and persons hired to be made available.

In any case, each person with a part-time contract shall be counted, irrespective of the number of working hours, as an additional worker.

To this number of persons must be added the temporary contracts, whatever their modality, which, having been in force in the company during the previous six months, have been terminated at the time of the calculation. In this case, every 100 days worked or fraction thereof shall be counted as one additional working person.

The calculation resulting from the calculations provided for in the previous paragraph shall be made on the last day of June and December of each year. If, after any of these dates, there is a reduction in the number of workers to below 51, the

planned package of measures will remain unchanged until the end of its period of validity.

3. Companies within the scope of application of this Agreement undertake to promote an inclusive and discrimination-free work environment that values sexual, gender and family diversity, implementing actions to eradicate discrimination in all organisational processes: recruitment, hiring, promotion, training and remuneration. These measures will guarantee equal rights and opportunities, promoting LGTBI inclusion and improving the quality of life of the entire workforce.

4. In the event of change in the future the legal regulations, on which the inclusion of this new chapter of the Agreement is based, the necessary changes will be made to adapt them.

Article 82.- Prior definitions.

According to Law 4/2023 of 28 February, for the real and effective equality of trans individuals and for the guarantee of LGTBI rights, the following is understood:

a) Direct discrimination: Situation in which a person or group of which he or she is a member is, has been or may be treated less favourably than others in a similar or comparable situation on the basis of sexual orientation and gender identity, gender expression or sexual characteristics.

b) Indirect discrimination: It occurs when an apparently neutral provision, criterion or practice causes or is likely to cause one or more individuals a particular disadvantage compared to others on the basis of sexual orientation and gender identity, gender expression or sexual characteristics.

c) Multiple and intersectional discrimination: Multiple discrimination occurs when a person is discriminated against, simultaneously or consecutively, for two or more of the causes foreseen in this law, and/or for another cause or causes of discrimination foreseen in Law 15/2022, of 12 July, integral for equal treatment and non-discrimination.

Intersectional discrimination occurs when several of the causes listed in the previous section concur or interact, generating a specific form of discrimination.

d) Discriminatory harassment: Any conduct carried out on the basis of any of the grounds for discrimination set out in this law, with the purpose or effect of violating the dignity of a person or group of which he or she is a member and of creating an intimidating, hostile, degrading, humiliating or offensive environment.

e) Discrimination by association and discrimination by mistake: Discrimination by association exists when a person or group of which he or she is a member, because of his or her relationship with another person who is subject to any of the grounds of discrimination on the basis of sexual orientation and identity, gender expression or sexual characteristics, is subjected to discriminatory treatment.

Erroneous discrimination is discrimination based on an incorrect assessment of the characteristics of the person or persons discriminated against.

f) Positive action measures: Differences in treatment aimed at preventing, eliminating and, where appropriate, compensating for any form of discrimination or disadvantage in its collective or social dimension. Such measures shall be applicable for as long as the situations of discrimination or disadvantage justifying them persist and shall be reasonable and proportionate in relation to the means of implementation and the objectives pursued.

g) Intersexuality: The condition of those born with biological, anatomical or physiological characteristics, sexual anatomy, reproductive organs or chromosomal patterns that do not correspond to socially established notions of male or female bodies.

(h) Sexual identity: Internal and individual experience of sex as each person feels and defines him/herself, which may or may not correspond to the sex assigned at birth.

i) Gender expression: Each person's representation of his or her sexual identity.

(j) Trans individual: An individual whose sexual identity does not correspond to the sex assigned at birth.

k) LGTBIphobia: Any attitude, conduct or discourse of rejection, repudiation, prejudice, discrimination or intolerance towards LGTBI individuals because they are, or are perceived to be, LGTBI.

Article 83- Planned measures.

The Companies referred to in Article 81, which fall within the scope of application of this Agreement, shall apply the following measures to the workers on their staff and to those assigned by Temporary Employment Agencies during periods of service provision:

1. Access to employment: Companies will contribute to eradicate stereotypes in the access to employment of LGTBI individuals, especially through appropriate training of the people involved in the selection processes.

To this end, clear and specific criteria must be established to guarantee an

appropriate selection and recruitment process that prioritises the training or suitability of the person for the job, regardless of their sexual orientation and identity or gender expression, with special attention to trans individuals as a particularly vulnerable group.

2. Classification and professional promotion. In application of chapter 4 of this Agreement, any kind of direct or indirect discrimination against LGTBI individuals shall be avoided, based on objective elements, among others those of qualification and capacity, guaranteeing the development of their professional career under equal conditions.

Companies shall base their performance appraisals on clear criteria free from any discriminatory bias.

3. Companies shall have protocols for action against harassment and violence against LGTBI individuals, which, as a preventive measure, shall be disseminated to all employees, including the management.

4. Training, awareness and language. Companies shall include in their training plans specific modules on the rights of LGTBI individuals in the workplace, with special emphasis on equal treatment and opportunities and non-discrimination. The training will be aimed at all staff, including management and new recruits, with special emphasis on employees with responsibility for managing people and teams. Awareness-raising measures will also be put in place to ensure adequate knowledge.

The training modules shall contain, at least, the following:

- General awareness and dissemination of the set of planned LGTBI measures included in this Collective Bargaining Agreement, as well as their scope and content.

- Knowledge of the definitions and basic concepts on sexual, family and gender diversity laid down in Law 4/2023, of 28 February, for the real and effective equality of trans individuals and for the guarantee of the rights of LGTBI individuals.

- Knowledge and dissemination of the protocol for the prevention, detection and action against discriminatory harassment or violence based on sexual orientation and identity, gender expression and sexual characteristics.

Measures to ensure the use of language that respects diversity will be encouraged.

5. Diverse, safe and inclusive work environments. The creation of diverse, inclusive and safe working environments will be promoted among the workforce. To this end, protection against LGTBIphobic behaviour will be ensured, especially through protocols against harassment and violence at work.

6. Leaves of absence and social benefits. Access to leaves, social benefits and rights will be guaranteed without discrimination on the basis of sexual orientation and gender identity and expression, including for medical consultations or legal procedures, with special attention to transgender individuals.

7. Disciplinary regulations. Any behaviour that violates the sexual freedom, sexual orientation and identity and gender expression of workers shall be considered very serious misconduct (Article 70 of the Agreement).

Article 84.- Standard procedure protocol against harassment and violence against LGTBI individuals.

1. Harassment based on sexual orientation, sexual identity or gender expression is any behaviour carried out in or in connection with the workplace or work environment with the purpose or effect of violating a person's dignity or emotionally harming them on the basis of their sexual orientation, sexual identity or gender expression by creating an intimidating, degrading, humiliating or offensive environment.

2. The Companies referred to in Article 81, which fall within the scope of application of this Agreement, shall apply their standard procedure protocol against harassment due to sexual orientation, sexual identity or gender expression to all employees of the Company, regardless of the legal relationship between them and the Company, provided that they carry out their activity within the organisational scope of the Company. These will also apply to applicants for jobs, staff on standby, suppliers, customers and visitors, among others.

Companies should inform the workforce of the existence of these protocols and make them available to them.

2.1. These protocols shall contain at least the following:

a) Declaration of principles: The Companies included in the scope of application of this Agreement express their firm commitment to guarantee real and effective equality of all workers and not to tolerate within them any type of discriminatory practice that could be considered as harassment on the grounds of sexual orientation and identity and gender expression.

b) Scope: The protocol shall apply directly to all Company employees, regardless of the legal relationship between them and the Company, provided that they carry out their activities within the organisational scope of the Company.

It will also apply to job applicants, staff on standby, suppliers, customers and visitors, among others.

c) Description of the procedure to be followed in the event of receiving a complaint of harassment based on sexual orientation, sexual identity or gender expression.

3. Procedure for dealing with a complaint.

3.1. Any person included in the scope of application of the protocol who considers themselves to be a victim of harassment on the grounds of orientation, sexual identity or gender expression may lodge a verbal or written complaint directly or through a person or trade union organisation expressly authorised by them, without prejudice to their rights to do so before the legal bodies they consider appropriate. In the case of an oral complaint, it shall be subject to subsequent ratification in writing. A complaint may also be lodged by any other worker who becomes aware of alleged harassment or violence against a person on the basis of sexual orientation, gender identity or gender expression. In this case, the Company will require ratification by the alleged victim. Failure to ratify the complaint will result in the complaint being closed, unless the Company observes some kind of indication that makes it advisable to investigate it ex officio.

When the complainant belongs to the workforce of any of the Companies included in the scope of application of this Agreement, he/she must submit his/her complaint through the channels provided by each Company or, failing that, through the Company's Whistleblower Channel.

3.2. The whistleblower shall include a description of the facts as precisely and clearly as possible, including a reference to the alleged perpetrator.

If the complaint is not communicated directly by the person allegedly receiving the harassment, the first interview conducted by the Investigating Committee will be with this person in order to take a statement and ratify the complaint.

3.3. Investigating Committee. Upon receipt of a complaint, the Company shall, as soon as possible, appoint an investigating committee whose mission shall be to carry out the investigation process, determining the persons who will form part of it whenever its intervention is necessary. These people will receive specific training from the Company on LGTBI harassment.

Those forming part of this Investigating Committee shall comply in full with the principle of neutrality and impartiality with respect to the complainant and accused parties, and therefore, in the event of any kind of kinship by blood or affinity with either of them, or any conflict of interest, they shall abstain from

acting in the specific procedure in question, being immediately replaced by the substitute person and, where appropriate, by the person or persons expressly designated by the Company's Management.

The Company shall place at the disposal of the Investigating Committee, at its request, the personal, material and financial resources it deems necessary for its proper functioning.

Persons serving on the Investigating Committee shall comply with all of the following procedural principles and safeguards:

- Agility, diligence and speed in the investigation and resolution of the conduct denounced, which must be carried out without undue delay, respecting the deadlines determined for each part of the process and which will be included in the protocol.

- Respect and protection of the privacy and dignity of the complainant and accused person(s) by offering fair treatment to all involved.

- Confidentiality: the persons involved in the procedure are required to maintain strict confidentiality and reserve. They shall not transmit or disclose information on the content of complaints filed, under investigation, or resolved.

- Sufficient protection for the alleged victim and, where appropriate, for the complainant/s and the accused/s, taking care of their safety and health, bearing in mind the possible physical and psychological consequences that may arise from this situation and considering especially their work circumstances.

- The adversarial principle in order to ensure a fair hearing and fair treatment of all persons concerned.

- Restitution of victims: if the harassment has resulted in a change in the victim's working conditions, the company must reinstate the victim to his or her previous conditions.

- Prohibition of retaliation: Any act constituting retaliation, including threats of retaliation and attempts to retaliate against persons who make a report through the means provided for reporting, appear as a witness, or assist or participate in a harassment investigation, is expressly prohibited and will be declared null and void.

- The possibility, at the request of any of the persons involved, the accused or the complainant, to be accompanied by a trade union representative at the interviews with the Investigating Committee.

3.4. Information dossier.

The complaint shall give rise to the immediate opening of an Informative dossier by the Investigating Committee expressly designated by the Company, specifically aimed at ascertaining the facts and preventing the continuation of the alleged harassment denounced, for which purpose the appropriate precautionary measures shall be taken.

3.5. Precautionary measures.

The lodging of the complaint shall imply that the Investigating Committee shall immediately open preliminary inquiries and adopt, where appropriate, the corresponding precautionary measures, especially those aimed at preventing the continuation of the alleged facts.

Under no circumstances may these measures entail for the complainant or for the alleged victim a detriment or impairment of working conditions, or a substantial modification thereof. The person lodging the complaint will be offered the option to remain in his/her post or to request a temporary and transitional transfer for the duration of the case.

If so requested by the complaining or accused worker, the opening of the information dossier shall be immediately brought to the attention of the trade union section or representation expressly designated by the complaining or accused worker.

In the inquiries to be carried out, no formality shall be observed other than that of giving a hearing to all the parties involved, and as many formalities as may be considered conducive to clarifying the facts that have occurred shall be carried out.

3.6. Binding report.

The investigation process must be conducted in the shortest possible time and, in any case, within a maximum period of 15 working days, unless the complexity of the investigation of the facts makes it necessary to extend this period for an essential period that shall not exceed three months, in which case, the decision must be approved by the Investigating Committee.

During the process and even after its completion, all persons involved in the preliminary investigation and investigation of the case shall maintain absolute confidentiality and reserve, as this directly affects the privacy and honour of individuals.

The Investigating Committee shall conclude its work by issuing a binding report. The report shall include, as a minimum, a description of the facts, the

methodology used, the assessment of the case, the results of the investigation and the precautionary or preventive measures, if any, and shall state one of the following:

a) Establish indications of harassment covered by the protocol and, if appropriate, propose the opening of disciplinary proceedings.

b) There is no evidence of harassment covered by the protocol.

3.7. Resolution.

At this stage, in the light of the report and conclusions of the Investigating Committee, the final decision on the case shall be taken by the management of the company.

The finding of the existence of harassment due to orientation, sexual identity or gender expression in the reported case will give rise, among other measures, to the initiation of disciplinary proceedings for a proven situation of harassment and the imposition of a sanction in accordance with the provisions of the Collective Bargaining Agreement and the Workers' Statute. In this regard, any organisational and/or disciplinary measures may be adopted that are proportional, appropriate, necessary and reasonable at the discretion of the Company's management and, if appropriate, the victim protection measures will continue to be applied, taking into account the evidence, recommendations and proposals for intervention in the report issued by the Investigating Committee.

The final decision shall be brought to the attention of the complainant and the accused person as soon as possible. The Employees' Legal Representatives chosen by the complainant and/or the accused person shall also be informed of the outcome of the procedure, if so requested by either of them.

If there is no evidence of the existence of a situation of harassment, the complaint shall be closed, without prejudice to adopting any measures deemed necessary by the Company.

4. Reporting.

At no more than annual intervals, the Companies shall inform the Employees' Legal Representatives, through the channel agreed internally in each case or, failing this, the person expressly designated by each trade union section, of the harassment procedures completed (number, outcome and conclusion), guaranteeing in all cases confidentiality and the rights of the parties involved.

Article 85.- Business coordination and external personnel.

When the complainant or the accused person are not part of the Company's

workforce but are users of the Company's services or facilities or are part of an outsourced company or client, the procedure shall be applied with the guarantees required and with the appropriate particularities and, where appropriate, in coordination with the company involved.

In the event that none of the parties (complainant or accused) belong to the Company's staff, affecting exclusively professionals from supplier companies that provide services in its facilities and despite the clear lack of competence and responsibility, the Company will provide all the necessary support for the investigation that may be carried out by the supplier companies affected, within the statutes of limitation existing in the regulations in force.

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TRANSITIONAL, ADDITIONAL AND FINAL PROVISIONS

Transitional provision. Additional available day for the years 2024, 2025 and 2026.

It is agreed on an exceptional basis, which cannot be consolidated and only for the years 2024, 2025 and 2026, an additional available day to be enjoyed, by mutual agreement with the Company, in each of the aforementioned years. For the year 2024 the available day may be enjoyed before 30 September 2025.

Additional provision One. Base Level Salary.

As from 1 January 2017, the "Base Level Salary" includes the following remuneration items from the articles set out, all of which are included in the 22nd Collective Bargaining Agreement for banks, and which were in force until 31 December 2016, which are referred to in the Transitional Provision of the 23rd Collective Bargaining Agreement for banks.

1. Salary (Article 13).
2. Half pay as "production incentive" (Article 21).
3. Quality of work bonus (Article 22).
4. Transitional allowance (Article 19.2).
5. Accumulated holiday time (Article 26.VI).
6. Base salary of profit-sharing quarter pay earned in each Company at 31 December 2014, between a minimum of four and a maximum of ten quarter pay (Article 18).
7. Base salary of the "Productivity Enhancement" quarter pay which will become pensionable from 1 January 2019 (Article 19.7).

Therefore, the Base Level Salary is obtained by grouping of the aforementioned items, and this change shall therefore not entail any quantitative variation for its beneficiaries, compared to what it would amount to if its payment were received separately.

Additional provision Two. Calculation of Profit from Operating Activities (POA).

1. The POA shall be determined and calculated from the following sources according to the type of institution:

1.1. Institutions with banking business exclusively in Spain (with no branches abroad).

The calculation of the Company-POA shall be made using the headings set out in point 2.1. of this Provision and the figures appearing in the Annual Individual Profit and

Loss Account of the primary public financial statements of credit institutions published by the Bank of Spain (Banco de España) (https://www.bde.es/bde/es/areas/supervision/estados-financieros-publicos-primarios-de-las-entidades-de-credito-2b306d3fa9e4471.html).. Failing this, they may be obtained from the data laid out in each Company's audit report, in the annual reports published on the Company's website or in the AEB's statistical yearbooks.

1.2. Institutions with banking business in Spain and branches outside Spain accounted for in the Annual Individual Profit and Loss Account.

The Company's POA shall be calculated according to the headings set out in section 2.2. of this Provision and with the figures shown in the annual information of form "FI 2 Reserved Individual Income Statement - Business in Spain" shown in "Circular 4/2017, of 27 November, of Banco de España, to credit institutions, on public and reserved financial information standards, and financial statements forms".

For verification and in the form agreed by both parties, the Companies shall make available to the Employees' Legal Representatives, the forms/templates submitted to Banco de España, both in terms of business in Spain and total business.

1.3. Foreign EU branches established in Spain.

The Company's POA shall be calculated according to the headings set out in section 2.1 of this Provision and with the figures shown in the annual information of the templates of "Annex 4 to the Commission's Implementing Regulation (EU) no. 680/2014 of 16 April" and specifically in template 20.3 "Geographical breakdown of income statement items by location of activities" referring to the business in Spain that are submitted in the country where the head office is located.

For verification purposes, the Companies shall make such forms/templates available to the Employees' Legal Representatives, in a form to be agreed by both parties.

1.4. Foreign non-EU branches established in Spain.

The calculation of the Company-POA shall be made using the headings set out in point 2.2. of this Provision and the figures appearing in the Annual Individual Profit and Loss Account of the primary public financial statements of credit institutions published by the Bank of Spain (Banco de España) (https://www.bde.es/bde/es/areas/supervision/estados-financieros-publicos-primarios-de-las-entidades-de-credito-2b306d3fa9e4471.html).. Failing this, they may be obtained from the data laid out in each Company's audit report, in the annual reports published on the Company's website or in the AEB's statistical yearbooks.

2. Calculation of Profit from Operating Activities (POA).

2.1. The Profit from Operating Activities of the institutions referred to in sections 1.1. and 1.4. of this Provision shall be calculated on the basis of the figures shown in the following headings of the "Individual Profit and Loss Account" of each Company:

Interest revenue

- Financial assets at fair value with changes posted to comprehensive income
- Financial assets at amortised cost
- Other interest income

(Interest expenses)
(Share capital expenses redeemable on demand)

A) INTEREST MARGIN

Dividend income
Commission income
(Commission expenses)
Profit or (-) losses on disposal of financial assets and liabilities accounts not measured at fair value with changes in income, net

- Financial assets at amortised cost
- Other financial assets and liabilities

Profit or (-) losses on financial assets and liabilities held for trading, net

- Reclassification of financial assets from fair value through other comprehensive income
- Reclassification of financial assets from amortised cost
- Other gains or (-) losses.

Gains or (-) losses from non-trading financial assets mandatorily measured at fair value with changes in profit or loss, net

- Reclassification of financial assets from fair value through other comprehensive income
- Reclassification of financial assets from amortised cost
- Other gains or (-) losses.

Profit or (-) losses on financial assets and liabilities designated at fair value with changes in income, net
Profits or (-) losses resulting from hedge accounting, net
Exchange differences [gain or (-) loss], net
Other operating income
(Other operating expenses)

B) GROSS MARGIN

(Administration expenses)
(Personnel expenses)
(Other administration expenses)
(Depreciation)
(Provisions or (-) reversal of provisions)
(Impairment or (-) reversal of impairment of financial assets not measured at fair value through profit or loss or (-) net gain on change)
Financial assets at fair value with changes in comprehensive income
(Financial assets at amortised cost)

PROFIT FROM OPERATING ACTIVITIES (POA)

2.2. The Profit from Operating Activities of the institutions referred to in sections 1.2. and 1.3. of this Provision shall be calculated from the figures shown in the following headings of the corresponding templates/forms.

RESERVED INDIVIDUAL INCOME STATEMENT

BUSINESS IN SPAIN

Interest revenue
Financial Assets held for trading
Financial assets not held for trading mandatorily measured at fair value with changes posted to profit or loss
Financial assets designated at fair value with changes in profit and loss
Financial assets at fair value with changes posted to comprehensive income
Financial assets at amortised cost
Derivatives - hedge accounting, interest rate risk
Other assets
Interest income on liabilities

(Interest expenses)
(Financial liabilities held for trading)
(Financial liabilities designated at fair value with changes in profit or loss)
(Financial liabilities at amortised cost)
(Derivatives - hedge accounting, interest rate risk)
(Other liabilities)
(Interest expense on assets)

(Share capital expenses redeemable on demand)

Dividend income
Financial Assets held for trading
Financial assets not held for trading mandatorily measured at fair value with changes posted to profit or loss
Financial assets at fair value with changes posted to comprehensive income
Investments in subsidiaries, joint ventures and associates accounted for using methods other than the equity method

Commission income

(Commission expenses)

Profit or (-) losses on disposal of financial assets and liabilities accounts not measured at fair value with changes in income, net
Financial assets at fair value with changes posted to comprehensive income
Financial assets at amortised cost
Financial liabilities at amortised cost
Others

Profit or (-) losses on financial assets and liabilities held for trading, net

Gains or (-) losses from non-trading financial assets mandatorily measured at fair value with changes in profit or loss, net

Profit or (-) losses on financial assets and liabilities designated at fair value with changes in income, net

Profits or (-) losses resulting from hedge accounting, net

Exchange differences [gain or (-) loss], net

Other operating income

(Other operating expenses)

(Administration expenses)
(Personnel expenses)
(Other administration expenses)

(Cash contributions to resolution funds and deposit guarantee schemes)

(Depreciation)

(Tangible fixed assets)
(Property investments)
(Other intangible assets)

Gain or (-) loss on modification, net

Financial assets at fair value with changes posted to comprehensive income
Financial assets at amortised cost

(Provisions or (-) reversal of provisions)

(Payment commitment to resolution funds and deposit guarantee schemes)
(Commitments and guarantees granted)
(Other provisions)

(Impairment or (-) reversal of impairment of financial assets not measured at fair value through income)

Financial assets at fair value with changes in comprehensive income
(Financial assets at amortised cost)

RESULT FROM OPERATING ACTIVITIES

3. In the event of any change in the accounting standards, in the instructions of Banco de España on financial information of credit institutions, or of EU directives or regulations preventing the data for calculating this indicator in each institution from being officially and/or publicly available, the Joint Committee, exercising its duty of analysis and interpretation, shall agree, within 30 days, on the procedure for verifying the Company's POA data.

Additional provision three. Calculation of Profit Before Tax (PBT).

1. The Profit before Tax (PBT) will be the positive result recorded under the heading "PROFIT OR (-) LOSS BEFORE TAX FROM CONTINUING OPERATIONS" of each form/template shown below for each type of institution and referring to the business in Spain.

1.1. Institutions with banking business exclusively in Spain (with no branches abroad):

Public Annual Individual Profit and Loss Account from the primary public financial statements of credit institutions published by Banco de España (https://www.bde.es/bde/es/areas/supervision/estados-financieros-publicos-primarios-de-las-entidades-de-credito-2b306d3fa9e4471.html).. Failing this, they may be obtained from the data laid out in each Company’s audit report, in the annual reports published on the Company's website or in the AEB's statistical yearbooks.

1.2. Institutions with banking business in Spain and branches outside Spain accounted for in the Annual Individual Profit and Loss Account:

Form “FI 2 Reserved Individual Income statement - Business in Spain, included in “Circular 4/2017, of 27 November of Banco de España, was published to credit institutions, on public and reserved financial information standards, and financial statement forms”.

For verification and in the form agreed by both parties, the Companies shall make available to the Employees' Legal Representatives, the forms/templates submitted to Banco de España, both in terms of business in Spain and total business.

1.3. Foreign EU branches established in Spain.

Template 20.3 "Geographical breakdown of income statement items by location of activities" included in Annex 4 to the Commission’s Implementing Regulation (EU) No. 680/2014 of 16 April, referring to the business in Spain, to be submitted in the country where the head office is located.

For verification purposes, the Companies shall make such forms/templates available to the Employees' Legal Representatives, in a form to be agreed by both parties.

1.4. Foreign non-EU branches established in Spain.

Public Annual Individual Profit and Loss Account from the primary public financial statements of credit institutions published by Banco de España(https://www.bde.es/bde/es/areas/supervision/estados-financieros-publicos-primarios-de-las-entidades-de-credito-2b306d3fa9e4471.html). Failing this, they may be obtained from the data laid out in each Company’s audit report, in the annual reports published on the Company's website or in the AEB's statistical yearbooks.

2. In the event of any change in the accounting standards, in the instructions of Banco de España on financial information of credit institutions, or of EU directives or regulations preventing the possibility of knowing or establishing this data officially and/or publicly in each institution, the Joint Committee, exercising its duty of analysis and interpretation, shall agree, within 30 days, on the procedure for verifying the Company's Profit Before Tax (PBT) information.

Additional provision four. Sectoral observatory.

1. A Joint Sectoral Observatory is created, during the term of this Agreement, as a permanent forum for social dialogue on matters of common interest. It is made up of representatives of the Institutions and the Trade Union Organisations’ signatories to this Agreement, which shall conduct the corresponding analyses of the sector's reality, to study and assess practices in the financial sector focused on improving productivity and competitiveness, the professionalism of the workforce, and better organisational practices or any other issue that, at the proposal of any of the Organisations included

in the aforementioned Sector Observatory, is accepted and subject to analysis by the majority of each Representation.

2. The results and conclusions reached within the Sectoral Observatory during the term of the Collective Bargaining Agreement shall be taken by the parties to the Negotiating Committee of the Agreement.

3. For its operation, the Observatory shall follow the internal rules that it deems most appropriate at any given time for the best performance of the tasks entrusted thereto.

Additional provision five. Non-application of conditions.

Pursuant to the provisions of Article 85.3.c. of the Workers' Statute, the following procedure is established to solve any discrepancies that may arise in the event of non-application of the working conditions established in this Agreement, as referred to in Article 82.3 of the aforementioned Workers' Statute:

1. If the consultation period provided for in Article 41.4 of the Workers' Statute ends without agreement, the prior intervention of the Joint Committee shall be mandatory and shall have the duties set out in section 4.b) of the Final Provision of this Agreement, precisely include that of solving these discrepancies. In this case, the Joint Committee shall have a maximum of seven days to reach a full decision from the time the discrepancy is formally submitted thereto. To this end, the communication shall be made in writing and shall be accompanied by the corresponding documentation proving the reason for the request for non-application.

2. Finally, in the event that, after the statement given by the Joint Committee, the discrepancy between the parties in connection with the above persisted, prior to any claim, the parties to the Agreement agree to submit to the procedures of the 6th Agreement on out-of-court settlement of labour disputes (ASAC), published in the Official State Gazette (BOE) No. 334, of 23 December 2020, which, for purposes of this Provision, is reproduced in its entirety.

Additional provision six. Minimum Annual Guaranteed Amount

1.- Exceptionally and due to the special circumstances that have arisen during the years that the 24th Collective Bargaining Agreement for banks has been in force, the entities included in the scope of the Agreement hereby guarantee that the gross annual ordinary fixed remuneration of workers, in each of the years 2024, 2025 and 2026, shall be higher than that received on 31 December of the previous year, at least by a certain "guaranteed minimum amount". This minimum amount is indicated in the following tables for each year of validity of the Agreement, according to the number of payments (between 15.75 and 17.25) accrued in each Company and according to the professional level held by each employee on 31 December of the year preceding the year of application.

2.- For the sole purpose of applying this provision, Gross annual ordinary fixed remuneration shall mean the wage amount received for this concept arising both from the Collective Bargaining Agreement and from any other individual or collective agreement with the Company, received by the worker in any of the said years. Therefore, any other type of temporary, variable and/or non-recurring payments such as bonuses, incentives, remuneration associated with achieving objectives, job bonuses, working time bonuses, mobility or travel allowances and any other similar type of payment, regardless of the formal designation of this type of remuneration in each Company, shall be excluded.

3.- In the case of workers who have not provided services in the entire period, either in the previous year or in the year of application, a theoretical proportionality criterion shall be used to annualise the salaries for the corresponding financial year, based on the days worked in each year, so that the gross annual ordinary fixed remuneration for each of the two years considered is homogeneous solely for comparative purposes.

Thus, in the case of workers who, for reasons of maternity or paternity, leave of absence to care for a minor or dependent family member, temporary disability or exercise of the right to strike, have had situations of sick leave that have led to the suspension of the employment contract and/or to having more than one payer in part of the two years considered, the theoretical payments that they would have received from the Company had that circumstance not occurred must be taken into account, so that the gross annual ordinary fixed gross remuneration corresponding to each of the years can be compared.

In the particular case of new entrants, the guaranteed lump sum shall be calculated in proportion to the number of days worked in the preceding year.

4.- In the event of sanctions, considered in Art. 71 of the Collective Bargaining Agreement for banks, which entail financial repercussions due to temporary or final loss of level or suspension of employment and salary, an individualised analysis must be carried out so that the comparison between the two financial years (current and previous) will be carried out in a theoretical manner and without the application of this provision implying a double sanction. For this purpose, the "notional" annual gross fixed regular remuneration that would have been payable in the absence of the sanction shall be considered, in order to compare the annual gross fixed regular annual remuneration for each of the years..

5.- The aforementioned "guaranteed minimum annual amount" provision does not constitute a single payment, with the sole exception of the cases of regularisation due to necessary adjustments referred to in the following paragraph. Consequently, the minimum amounts referred to in the following tables of annualised amounts will have the effect of a smaller reduction or an improvement, as the case may be, in the

voluntary allowances received in the ordinary and extraordinary monthly recurring payments, where applicable, in accordance with the remuneration practices of each institution.

6.- In order to comply with this obligation, and for the sole and exclusive purpose of regularisation due to necessary adjustments, considering the technical difficulties posed by its implementation in the Companies, they shall have a temporary margin of three months from the entry into force of this Agreement and from the end of each of the years of application of this additional provision six.

In cases where the adjustment is necessary, the adjustment amount shall be deemed to have accrued in the year to which it relates, irrespective of the actual date of payment.

TABLES: Minimum guaranteed amount.

1. Companies with 17.25 annual payments accrued on 31.12. of the year preceding the year of application:

Level	Minimum amount 2024	Minimum amount 2025	Minimum amount 2026
1	1,719	1,687	861
2	1,497	1,469	750
3	1,278	1,254	641
4	1,222	1,199	612
5	1,067	1,047	535
6	1,004	985	503
7	958	940	480
8	912	895	457
9	849	833	425
10	765	750	383
11	697	684	349

2. Companies with 17 annual payments accrued on 31.12. of the year preceding the year of application:

Level	Minimum amount 2024	Minimum amount 2025	Minimum amount 2026
1	1,695	1,663	850
2	1,477	1,449	740
3	1,261	1,237	632
4	1,205	1,182	604
5	1,053	1,033	528

6	991	972	496
7	945	927	474
8	900	883	451
9	837	822	420
10	755	741	378
11	688	675	345

3. Companies with 16.75 annual payments accrued on 31.12. of the year preceding the year of application:

Level	Minimum amount 2024	Minimum amount 2025	Minimum amount 2026
1	1,672	1,640	838
2	1,456	1,429	730
3	1,244	1,220	623
4	1,189	1,166	596
5	1,038	1,019	520
6	977	959	490
7	933	915	467
8	888	871	445
9	826	811	414
10	745	731	373
11	679	666	340

3. Companies with 16.50 annual payments accrued on 31.12. of the year preceding the year of application:

Level	Minimum amount 2024	Minimum amount 2025	Minimum amount 2026
1	1,648	1,617	826
2	1,435	1,408	719
3	1,226	1,203	614
4	1,172	1,150	587
5	1,024	1,005	513
6	964	946	483
7	920	902	461
8	876	859	439
9	815	800	408
10	735	721	368
11	670	657	336

4. Companies with 16.25 annual payments accrued on 31.12. of the year preceding the year of application:

Level	Minimum amount 2024	Minimum amount 2025	Minimum amount 2026
1	1,624	1,593	814
2	1,415	1,388	709
3	1,209	1,186	606
4	1,155	1,134	579
5	1,010	991	506
6	951	933	476
7	907	890	455
8	864	847	433
9	804	789	403
10	725	711	363
11	661	649	331

5. Companies with 16 annual payments accrued on 31.12. of the year preceding the year of application:

Level	Minimum amount 2024	Minimum amount 2025	Minimum amount 2026
1	1,600	1,570	802
2	1,394	1,368	699
3	1,191	1,169	597
4	1,139	1,117	571
5	995	977	499
6	937	919	470
7	894	877	448
8	851	835	427
9	793	778	397
10	715	702	358
11	652	640	327

6. Companies with 15.75 annual payments accrued on 31.12. of the year preceding the year of application:

Level	Minimum amount 2024	Minimum amount 2025	Minimum amount 2026
1	1,576	1,547	790
2	1,374	1,348	688
3	1,174	1,152	588
4	1,122	1,101	562
5	981	963	492
6	924	906	463
7	882	865	442
8	839	824	421
9	782	767	392
10	705	692	353
11	643	631	322

Additional provision seven. Planned measures to achieve effective equality for LGTBI individuals.

Both parties agree to initiate a process of talks with the sole purpose of negotiating and, if necessary, agreeing on a planned set of measures and resources to achieve real and effective equality of LGTBI individuals, as established in Article 15.1 of Law 4/2023 of 28 February, for the real and effective equality of trans individuals and to guarantee LGTBI rights.

Considering that the Regulation laid down in Royal Decree 1026/2024 of 8 October requires the procedure to be initiated within three months of the entry into force of the aforementioned Regulation, both parties agree to set up the Negotiating Committee before 9 January 2025. In the event that no agreement has been reached within three months of the start of the procedure, the companies required to negotiate the planned measures included in the scope of application of this Agreement shall apply the set of measures set out in the aforementioned Royal Decree. These measures will continue to be applied until the hypothetical measures that may subsequently be agreed by collective bargaining agreement or company agreement come into force.

Final provision. Joint Committee.

With the same term of validity of the Agreement, a Committee shall be set up with the specific task of hearing and ruling on any interpretation matters of the provisions of the Agreement that are formally submitted thereto.

This Committee shall consist of a maximum of 12 members, of which each

signatory party shall appoint a maximum of 6, and at least 2 of the members appointed by each party must have belonged to the Agreement's Negotiating Committee.

Within thirty days of its constitution, the Committee shall approve its own Regulations, which, among other aspects, shall regulate with utmost accuracy all matters relating to the secretary, calls and meetings.

Once a meeting of the Committee has been requested by either of the two parties, the Committee shall meet and reach a decision within a maximum period of fifteen working days.

The Joint Committee shall have the following duties:

1. To inform the labour and/or judicial authorities, if appropriate, on any questions that may arise regarding the interpretation of this Agreement.

2. To exercise arbitration and mediation duties on matters submitted by the parties to its consideration.

3. To monitor compliance with the provisions of this Collective Bargaining Agreement.

4. To hear and decide on matters arising in the following areas:

    a) Application and interpretation of the Collective Bargaining Agreement in accordance with the provisions of Article 91 of the Workers' Statute. In the event of collective disputes relating to the interpretation or application of the Agreement, this joint committee shall intervene prior to the dispute being formally brought before it.

    b) To solve any discrepancies arising after the consultation period for the non-application of the working conditions referred to in Article 82.3 of the Workers' Statute, in accordance with the provisions of current legislation.

5. To carry out interpretation, management or, where appropriate, administration duties of the Agreement during its term, according to the procedure provided for in the labour regulations in force.

6. To analyse the correct application of the Agreement with regard to the contents and principles of equality, to study the evolution of equal opportunities in the sector, to deal with active policies that suppress any discrimination that may be detected or the breach of equal treatment and opportunities.

7. In addition to the duties established above, this Joint Committee shall adapt its operation to the legal regulations in force at any given time, including the duties and competencies established by said regulations.

8. Within the Joint Committee, agreements shall be adopted by a majority of the

members of each of the two representations, although, as regards the trade union representation, the vote shall be weighted according to the representativeness of each Trade Union at the negotiating table of the Agreement. The representations present at the Committee shall keep due confidentiality with regard to the information they have access to, and the agreements shall be recorded in brief minutes which shall be signed by all those attending the meeting. A copy of these minutes shall be provided to the consulting Institutions and to the Legal Representative of the Company's Employees.

9. Should any discrepancy arise within the Joint Committee preventing the adoption of agreements on matters within its scope of decision, both representatives may, by mutual agreement, submit the matter in question to mediation or arbitration.

10. All Committee members shall be present in order for the resolutions to be valid.

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ALICIA DÍAZ MARTÍNEZ

Traductora-Intérprete Jurada de inglés y español

N.º TIJ: 731

Certificación de Traductor Jurado

Doña Alicia Díaz Martínez, Traductora-Intérprete Jurada de inglés y español, en virtud de título otorgado por el Ministerio de Asuntos Exteriores, Unión Europea y Cooperación, certifica que la que antecede es traducción fiel y exacta al inglés de un documento redactado en español.

En Madrid, a 16 de junio de 2025.

Certification by the Sworn Translator

Ms Alicia Díaz Martínez, Sworn Translator for Spanish and English, appointed by the Spanish Ministry of Foreign Affairs, the European Union and Cooperation, certifies that the foregoing is a true and accurate translation into English of a document written in Spanish.

Madrid, 16th June 2025.

FIRMA/SIGNED BY