

## SUPPLEMENTARY PERSONALISED INFORMATION DOCUMENT ("DIPERC")

#### **Operation Number:**

(information in bold type is particularly relevant)

This document is issued on the date stipulated at the end of same further to your request for information, and was drawn up in addition to the European Standardised Information Sheet (ESIS) for the loan, which shall be considered a binding offer for CajaSur for the period and as per the conditions set out in same. It was drawn up on the basis of the information which the borrower has supplied to date, and on current finance market conditions. The information below shall be valid up to the date stipulated to this end in the ESIS, and subsequent to this date it may vary in accordance with market conditions.

## 1. Guarantees

As is expressly notified in section 3. **Characteristics of the loan**, in the European Standardised Information Sheet (ESIS), which this document supplements, we inform you that loan holders must repay CAJASUR, not only with their mortgaged home and/or property, or any other guarantee, but with all their present and future assets, without the option of giving the mortgaged property in payment as loan collateral to discharge the entire debt, and which the guarantors will repay, in turn, with all their present and future assets.

Non-debtor mortgagers, if appropriate, are liable with the mortgaged property and their personal liability is not affected, unless they are also acting as guaranteeing party or guarantor.

# 2. Delayed-payment interest rate applicable and method of calculation

If the borrowing party fails to meet the instalments, in part or in full, on their respective due dates, or, where appropriate, from the time the existing outstanding balance is settled, during judicial enforcement, and from the time a judgment or court order is passed, an annual nominal delay interest on the outstanding principal shall accrue and it shall be calculated by adding 3 percentage points to the annual nominal ordinary interest rate applicable to the loan at any time. This shall be applied from the day after the appropriate due date, on the basis of what is established in Art. 316 of Spain's Commercial Code, on any unpaid amounts, and it shall be paid and capitalised with the same frequency and in the same way as the ordinary interest.

Delayed-payment interest shall not be capitalised, unless the circumstances stipulated in Art. 579, 2 a) of Spain's Law of Civil Procedure apply.

## 3. Insurance

The customer has no legal obligation to take out insurance in order to underwrite the loan. Nevertheless, in accordance with the provisions of the regulations of the mortgage market, the customer and CajaSur shall arrange the underwriting of Home Insurance for fire damage and natural features in the home (premises) for the amount stipulated in section 4. INTEREST RATE AND OTHER COSTS of the ESIS, which this document supplements. The Insurance, which may be taken out with any Insurance Company, must insure the property concerned by the mortgage guarantee for the loan covering the value of the property as per the appraisal of same, and shall be subrogated in favour of CajaSur Banco, S.A.U. as the mortgage creditor.



### 4. European Standardised Information Sheet.

CajaSur Banco, S.A.U. has the obligation of providing clients with the European Standardised Information Sheet (ESIS), at least ten calendar days before the signing of the contract, and this will be considered a binding offer for CajaSur.

### 5. Tax allowances or public subsidies

According to the personal circumstances of each customer, there may be tax allowances or public subsidies available for home purchase.

## 6. Notary and notarised certification prior to the public loan deed

The client has the free choice of Notary Public to authorise the deed through which the credit transaction is formalized, and must without fail appear before the Notary Public he/she has chosen, at least the day before the authorisation of the public deed of the loan contract, in order to receive personalised free advice from the Notary regarding the specific clauses covered by the European Standardised Information Sheet (ESIS) and the Standardised Warning Sheet (FAIE), individually and with specific reference to each one, and complete a test regarding the information supplied and documentation provided. If the customer fails to avail himself or herself of a notary, at the latest on the day prior to drawing up the public contract deed, in order to receive the advice stipulated in the preceding paragraph, this deed cannot be authorised.

The loan holders and guarantors or mortgagors, if any, have the right to examine the public deed draft in the authorising Notary Public's office, at least 3 workdays before formalizing it before the same Notary Public.

When the Notary chosen by the Customer has ascertained that CajaSur has effectively supplied the necessary information to ensure that the customer fully understands the economic and legal encumbrances of the loan to be taken out and that this has been supplied within the legal deadline, the Notary shall record such circumstances by drawing up notarised certification in this regard. If the Notary is unable to ascertain this, or concludes that the conditions stipulated have not been fulfilled within the legal deadline, the Notary cannot draw up notarised certification, and the public loan deed cannot be authorised.

### 7. Guarantor

If approval of this operation by CajaSur requires a guarantee to be furnished by a Guarantor, you are hereby informed that the indications concerning guarantors in section 3 "Main Features of the Loan" of the ESIS, which this document supplements, shall be applicable in connection with your joint and universal liability.

The consequences arising from provision of the guarantee by the Guarantor, following a waiver of division and excussion rights shall be as follows: the Guarantor may not refuse to pay the guarantee furnished even though CajaSur has not instigated judicial enforcement to claim the debt in relation to all the properties of the main debtor and, if there is more than one guarantor, owing to the most complete solidarity, CajaSur may approach any of them without distinction to claim the entire guarantee furnished.

# 8. Repayment systems

Section 3 of the ESIS, which this document supplements, Main Features of the Loan, under "Type of Loan", shall stipulate one of the following loan repayment models, the consequences and implications of which are set out below:



Constant repayment system: Whereby the principal must be returned in equal successive monthly instalments, comprising a constant amount of the principal, calculated by dividing the principal of the loan by the number of instalments. The interest for each period shall be added to the capital amount, this shall be paid monthly in arrears, and shall always be calculated on the basis of the remaining balance of the principal at a given time.

**Constant instalment:** Whereby repayment of the principal and payment of the interest must be made in successive monthly instalments comprising the principal and the interest, **calculated using the French repayment system.** The amount comprising the principal and the interest shall be invariable for fixed interest rates, and comprises one portion of interest according to the outstanding principal, and another part of increasing principal. In the case of a variable-interest loan, the **resulting instalments** to be applied in each new period of interest shall be calculated by the aforementioned French repayment system, in accordance with the outstanding principal at the beginning of that period, the time remaining on the transaction and the interest rate applicable.

## 9. Reduction for commitment to products or services in variable-interest loans

The ESIS, which this document supplements, lists any products whose purchase is incidental and optional, and, if this has been agreed, reduction of the differential of the variable or fixed interest rate agreed, in the terms stated in said ESIS; in such a way that, on each rate adjustment date - in variable interest rate loans - or compliance review date - in fixed interest rate loans -, those reductions shall be applied in the next period if appropriate according to the aforesaid purchase and compliance.

### 10. Appraisal of the property to be mortgaged

As notified to the Customer in the Precontractual Information documentation furnished, the Customer is entitled to provide an appraisal of the property to be mortgaged, which must be accepted by CajaSur, to consider the possible viability of the property to guarantee the loan, provided the appraisal furnished by the Customer is certified by a qualified appraiser in accordance with the Mortgage Market Act and has not expired according to what is laid down in law and therefore, no additional cost can be charged for any verifications which, if appropriate, must be made on that appraisal.

## 11. Table of oscillations in the total amount of the variable-interest loan

In the case of a variable-interest loan, by way of an attachment to this document, a table shall be included of the oscillations, calculated on the basis of the fluctuation in previous years of the benchmark index of the interest rate applicable as stated in the ESIS - in section 3 "Main Features of the Loan" - over a period equal to the term of the loan, indicating the potential highest and lowest amounts of the monthly repayment amounts of the total sum within a period equal to that stipulated in the ESIS for the term of the loan.

NOTE: CajaSur Banco S.A.U. voluntarily embraced the **Code of Good Practices regulated by Royal Decree-Law 6/2012** on 1 June 2013.

On this date the customer has been provided with the general contracting conditions for the contract by means of which the operation shall be carried out, along with an *Index of Documentation for Mandatory Delivery*, dated and signed by both parties, along with a list of all the documents furnished to the customer during the phase preceding the contracting of this operation.

Supplementary Personalised Information Document received.



Signed on the date stipulated on the European Standardised Information Sheet (ESIS):
The borrowers, guarantors and mortgagers identified below (forenames, surnames and signatures):
CAJASUR branch, identification and signature of the Employee:
Employee furnishing this document (forename, surnames and signature):
Employee providing the Adequate Explanations (forename, surnames and signature):