



## CUSTOMER SERVICE REGULATION

NEO GROUP

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## **CHAPTER I. PURPOSE AND SCOPE**

### **ARTICLE 1. Object**

- 1.1. The purpose of this regulation is to regulate the operation of the Customer Service Assistance (hereinafter, SAC in Spanish) in order to comply with Order ECO/734/2004, of 11 March, on customer service departments and services and the customer ombudsman of financial institutions, and its purpose is to regulate the existing procedures for responding to customer complaints and claims.
- 1.2. The companies subject to the application of these regulations are NEO PAYMENT FACTORY, S.L. with CIF no. B67475111. Registered with the Bank of Spain (code 6891) and with registered office, it is located at Travessera de Gràcia 18, piso 3, 08021 (Barcelona) and NEO CAPITAL MARKETS SV, SA provided with CIF no. A66888595, registered with the CNMV (number 283) and its registered office is located at Travessera de Gràcia, 18 piso 3, 08021 (Barcelona), (hereinafter, jointly "NEO").
- 1.3. NEO is a firm advocate of providing quality services, putting customer satisfaction at the center of its activity.
- 1.4. To this end, NEO has drawn up these Regulations that regulate the activity, the internal rules and the operation of the Customer Service, as well as the procedure for processing and resolving complaints and claims that NEO's customers may submit.

### **ARTICLE 2. Scope and general provisions**

- 2.1. NEO is obliged to deal with and resolve, under the terms described in this Regulation, the complaints and claims presented, directly or through representation, by NEO's customers, provided that such complaints and claims refer to their legally recognised interests and rights, whether they derive from contracts, transparency and customer protection regulations or good financial practices and uses, in particular, the principle of equity. For the purposes of this Regulation, NEO clients are considered to be natural or legal persons, Spanish or foreign, who meet the status of user of the financial services provided by NEO.
- 2.2. Complaints are considered to be those filed by customers due to delays, neglect or any other type of deficient performance observed in the operation of NEO.
- 2.3. Claims are considered to be those filed by customers seeking the restitution of their interests or rights for specific facts referring to actions or omissions of NEO that are detrimental to the interests or rights legally recognized by the person who makes them.
- 2.4. The performance of the Customer Service (hereinafter, "SAC") is governed by Order ECO/734/2004 of 11 March 2004 on customer service departments and services and the customer ombudsman of financial institutions, and by the regulations applicable at any given time in terms of transparency and customer protection.
- 2.5. Proceedings before the SAC will be free of charge.

## **CHAPTER II. CUSTOMER SERVICE**

### **ARTICLE 3. Customer Service Manager**

- 3.1. The holder of the SAC must be a person of commercial and professional repute, and with adequate knowledge and experience to perform his/her duties. For the purposes of this Regulation, it shall be understood that:
- a) Commercial and professional honour is found in those who have been observing a personal trajectory of respect for commercial laws or others that regulate economic activity and business life, as well as good commercial and financial practices; and
  - b) Appropriate knowledge and experience are possessed by those who have performed functions related to NEO's own financial activity.

### **ARTICLE 4. Designation of the Customer Service Holder**

- 4.1. The holder of the SAC will be appointed by the NEO Board of Directors.
- 4.2. The appointment of the head of the SAC will be communicated to the Bank of Spain's Entity Conduct Department.

### **ARTICLE 5. Term of appointment and termination**

- 5.1. The term of office of the head of the SAC shall be for an indefinite period.
- 5.2. The Board of Directors may dismiss the holder of the SAC at any time, giving reasons for its decision and notifying the holder and the Bank of Spain in writing.
- 5.3. In any case, the holder of the SAC shall cease to exercise his/her functions if any of the following causes occur:
- a) Termination for any reason of the employment or commercial relationship by virtue of which you had been providing your services to NEO;
  - b) Express Waiver;
  - c) Death or supervening disability that prevents him from performing the functions associated with his position in accordance with the law and these Regulations;
  - d) Have been convicted by a final judgment in criminal proceedings;
  - e) Loss of the requirements of commercial and professional repute required in accordance with Article 3 above for any reason;

- f) To carry out functions within NEO that are incompatible with the exercise of the position of head of the SAC.
- 5.4. In the event of the termination of the holder of the SAC for any of the reasons detailed in Article 5.3. NEO shall designate within thirty (30) calendar days the person to replace him/her, in accordance with the procedure described in Article 4 above. For the period between the termination of the holder and the appointment of the new holder, the board of directors of NEO shall appoint a person who will provisionally exercise the functions of the holder of the SAC

#### **ARTICLE 6. Causes of Incompatibility and Ineligibility**

- 6.1. Persons who meet any of the following circumstances may not hold the position of head of the SAC:
- a) Those who have been declared insolvent, or similar situation in other jurisdictions, without having been rehabilitated;
  - b) Those who have a criminal record for crimes, including, but not limited to, forgery, against the Public Treasury, infidelity in the custody of documents, violation of secrets, money laundering, embezzlement of public funds, discovery and disclosure of secrets or against property;
  - c) Those who are disqualified or suspended, criminally or administratively, from holding public office or from holding administrative or management positions in financial institutions; or
  - d) Those who perform operational or commercial functions at NEO.

#### **ARTICLE 7. Customer Service Organization**

- 7.1. The SAC carries out its functions independently from the other departments, areas or services, commercial or operational, of NEO, from which it is separated, in order to guarantee its independence in decision-making and avoid possible conflicts of interest.
- 7.2. NEO shall provide the SAC with adequate human, material, technical and organisational resources for the fulfilment of its functions; and will seek to strengthen them when necessary in the circumstances. In particular, NEO will ensure that SAC staff have adequate knowledge of the regulations on transparency and protection of financial services customers that are in force at any given time.
- 7.3. All departments, areas and services of NEO must collaborate with the SAC, whenever requested by the SAC, in everything that favours the better exercise of its functions and, in particular, must provide it with all the information requested by the SAC in matters within its competence and in relation to the issues submitted to its consideration.

#### **ARTICLE 8. Customer Service Competencies**

- 8.1. The SAC is responsible for the complaints and claims referred to in Article 2.2. and 2.3. of these

Regulations, regardless of their amount, that have not been previously resolved in favor of the client by the office, department, area or service that is the subject of the complaint or claim, as well as those that are initially expressly addressed to the SAC. The decisions of the SAC in relation to complaints and claims are binding on NEO, without prejudice to the fullness of judicial protection, recourse to other dispute resolution mechanisms and the administrative protection that, where appropriate, may correspond to the client.

## **CHAPTER III. DUTY TO PROVIDE INFORMATION**

### **ARTICLE 9. Duty to provide information**

- 9.1. NEO will make the following information available to its customers in each and every one of the offices open to the public, as well as on its website:
- a) The existence of the SAC, with indication of its postal and e-mail address, which are detailed in **Annex I**;
  - b) The obligation on the part of NEO to attend to and resolve the complaints and claims submitted by customers within two (2) months from their submission to NEO under the terms and by the means established in Article 11 of these Regulations.
  - c) The existence of the Department of Conduct of Entities of the Bank of Spain or of the Commissioners for the Protection of Financial Services Customers, with an indication of their postal and email address, to which customers may go once the means of resolving complaints and claims before the SAC have been exhausted;
  - d) The existence of this Regulation;
  - e) References to the regulations on transparency and customer protection of financial services.

## **CHAPTER IV. THE PROCEDURE FOR THE SUBMISSION, PROCESSING AND RESOLUTION OF COMPLAINTS AND CLAIMS**

### **ARTICLE 10. Deadline for submission**

- 10.1 The deadline for submitting complaints and claims to the SAC will be two (2) years from the date on which the client became aware of the facts causing the complaint or claim.
- 10.2. Complaints or claims submitted after the deadline established in the previous paragraph will not be accepted by the Customer Service.

### **ARTICLE 11. Form, content and place of submission of complaints and claims**

- 11.1. Complaints and claims may be submitted, in person or by proxy, in paper format by sending them to the postal address of the SAC or through the email address established for this purpose.

- 11.2. The procedure shall be initiated at the request of the client concerned by submitting a document stating the following aspects:
- a) Name, surname and address of the interested client and/or email address of the interested party for the purposes of notifications and, where applicable, of the duly accredited person representing him/her; as well as the national identity card number in the case of natural persons and the tax identification number in the case of legal persons;
  - b) Reason for the complaint or claim;
  - c) Office, department, area or service where the facts that are the subject of the complaint or claim occurred;
  - d) That the claimant is not aware that the subject matter of the complaint or claim is being substantiated through a judicial, arbitral or administrative proceeding;
  - e) Place, date and signature of the client.
- 11.3. Likewise, the client must provide together with the document in Article 11.2. the documentary evidence in your possession on which the complaint or claim is based.
- 11.4. Complaints and claims may be submitted to the SAC, at the postal or electronic address indicated in the **Annex I** of this Regulation; to any department, area or service of NEO; as well as at any NEO office open to the public.

## **ARTICLE 12. Admission to processing**

- 12.1. Once the complaint or claim has been received by NEO, in the event that it has not been resolved in favor of the client by the office, department, area or service that is the subject of the complaint or claim, it will be forwarded as soon as possible to the SAC, when appropriate in accordance with these Regulations. 12.3. The maximum period for resolving the complaint or claim by the SAC will be two (2) months from the date of presentation of the complaint or claim in the terms and by the means established in Article 11 of these Regulations. The complaint or claim will be submitted only once by the interested party, and may not be required to be repeated before different NEO bodies. At the time of submission, NEO will acknowledge receipt in writing and record the date of submission of the complaint or claim for the purposes of calculating said period.
- 12.3. Once the complaint or claim has been received by the SAC, it will proceed to open a file to which the corresponding correlative number will be given.
- 12.4. If the identity of the claimant is not sufficiently accredited or the facts that are the subject of the complaint or claim cannot be clearly established, the SAC will require the interested party to complete the information and/or documentation submitted within ten (10) calendar days, with a warning that if they do not do so, the complaint or claim will be archived without further proceedings. The aforementioned period granted to the claimant to proceed to correct the errors in

the complaint or claim will interrupt the calculation of the period for resolving the complaint or claim established in Article 12.2 of these Regulations. In the event that the claimant corrects the causes for which their complaint or claim was inadmissible outside the aforementioned period of ten (10) calendar days, the Entity will proceed to open a new file for the same facts, starting again the calculation of the period of two (2) months in the terms and in accordance with the provisions of Article 12.2 above.

### **ARTICLE 13. Refusal of admission**

- 13.1. The SAC may only refuse to admit complaints or claims to processing when any of the following circumstances occur:
- a) When essential data for processing that cannot be remedied is omitted, including cases in which the reason for the complaint or claim is not specified;
  - b) When it is intended to be processed as a complaint or claim, remedies or different actions whose cognizance falls within the competence of the administrative, arbitral or judicial bodies; it is pending resolution or litigation; or the matter has already been resolved in those instances;
  - c) When the facts, reasons and request in which the issues that are the subject of the complaint or claim are specified do not refer to specific operations or do not comply with the requirements established in Article 2.1. of this Regulation;
  - d) When complaints or claims are made that reiterate previous ones resolved, presented by the same client in relation to the same facts; or
  - e) When the deadline for the submission of complaints and claims established in Article 10 of these Regulations has elapsed.
- 13.2. When the SAC becomes aware of the simultaneous processing of a complaint or claim and of an administrative, arbitral or judicial proceeding on the same facts, it must refrain from processing the complaint or claim.
- 13.3. When the SAC deems a complaint or claim inadmissible for processing, due to any of the circumstances set out in Article 13.1 above, it shall inform the interested party by means of a reasoned decision. The interested party will have a period of ten (10) calendar days from the date of notification of the decision of inadmissibility of the complaint or claim to submit allegations. If, after the SAC has received the interested party's allegations within the time limit, the grounds for inadmissibility are maintained, the final decision taken will be communicated to the interested party.

### **ARTICLE 14. Processing**

- 14.1. Once the file of the complaint or claim has been opened, the SAC will require the office, department, area or service of NEO involved in the facts that are the basis of the complaint or claim to submit a report justifying its action as soon as possible.



- 14.2. Without prejudice to the provisions of Article 14.1, the SAC may, in the course of processing the file, both from the interested party and from the different offices, departments, areas or services of NEO, obtain any data, clarifications, reports or evidence it deems relevant to make its decision.
- 14.3. NEO's offices, departments, areas and services have the obligation to actively collaborate with the SAC and respond as quickly as possible to requests for information and/or documentation made by the SAC in the exercise of their functions.

#### **ARTICLE 15. Trespass and Withdrawal**

- 15.1. If, in view of the complaint or claim, NEO rectifies its situation with the interested party to the satisfaction of the latter, it must notify the SAC and justify it with documentation, unless there is express withdrawal by the interested party. In such cases, the complaint or claim will be archived without further proceedings.
- 15.2. Interested parties may withdraw complaints and claims at any time. Withdrawal will result in the immediate termination of the procedure as far as the relationship with the interested party is concerned.

#### **ARTICLE 16. Termination and Notification**

- 16.1. The SAC shall resolve the case within the period established in Article 12.2 of these Regulations.
- 16.2. The SAC's decision will always be reasoned and will contain clear conclusions on the request made in each complaint or claim, based on the contractual clauses, the rules of transparency and customer protection applicable at any given time, as well as good financial practices and uses. The decision must also comply with the decision-making criteria adopted in previous cases. In the event that the decision deviates from these criteria, reasons must be given to justify it.
- 16.3. The decision will be notified to the interested parties within ten (10) calendar days from the date of its issuance, by post or email, as expressly indicated by the interested party in the document presenting the complaint or claim; and in the absence of such indication in the aforementioned document, through the same means by which the complaint or claim was filed.
- 16.4. The decisions that put an end to the procedures for processing complaints or claims shall expressly mention the power of the interested party to appeal to the Department of Conduct of Entities of the Bank of Spain or, where appropriate, to the Commissioners for the Protection of Financial Services Customers, in the event of disagreement with the decision of the SAC.
- 16.5. In the event that the period established in Article 12.2 of these Regulations for If the complaint or claim has not been resolved by the SAC, the interested party may apply to the Department of Conduct of Entities of the Bank of Spain or, where appropriate, to the Commissioners for the Protection of Financial Services Customers.

#### **ARTICLE 17. Relationship with the Conduct Department of Entities of the Bank of Spain and Commissioners for the defence of financial services customers**

- 17.1. The holder of the SAC must comply with the requirements that the Department of Conduct of Entities of the Bank of Spain and that the Commissioners for the Protection of Financial Services Customers may make in the exercise of their functions, within the deadlines determined by the

latter, in accordance with the provisions of the applicable regulations.

## **CHAPTER V. OF THE ANNUAL REPORT**

### **ARTICLE 18. Annual report**

18.1. Within the first quarter of each calendar year, the holder of the SAC shall submit to the board of directors of NEO an explanatory report on the performance of the function of the SAC during the preceding financial year, which shall have the following minimum content:

- a) A statistical summary of the complaints and claims dealt with, with information on the number, admission and reasons for inadmissibility, reasons and issues raised in the complaints and claims, and amounts and amounts affected;
- b) A summary of the decisions rendered, indicating whether they are favourable or unfavourable to the person concerned;
- c) The general criteria contained in the decisions; and
- d) Recommendations or suggestions derived from their experience, with a view to better achieving the purposes that inform the actions of the SAC.

18.2. NEO shall include in its annual report a summary of the report referred to in Article 18.1 above.

## **CHAPTER VI. ADOPTION OF THE RULES OF PROCEDURE**

### **ARTICLE 19. Adoption of the Rules of Procedure**

19.1. These Regulations shall be approved by the Board of Directors of NEO.

19.2. Any amendments to this Regulation shall require the approval of the NEO Board of Directors.

### **ARTICLE 20. Verification by the Bank of Spain and CNMV**

20.1 This Regulation, as well as any modifications to its content approved in accordance with Article 19.2 above, must be verified by the Bank of Spain, as the supervisory body of NEO PAYMENT FACTORY, SL, as well as by the National Securities Market Commission, as the supervisory body of NEO CAPITAL MARKETS SV, SA, for its definitive entry into force.

## **ANNEX I**

### **Postal address and email address of Customer Service**

In accordance with the provisions of these Regulations, complaints and claims, as well as any documents that must be submitted in the course of processing the files relating to them, must be addressed to the SAC and submitted to any department, area or service of NEO; at any NEO office open to the public; or at any of

the following addresses:

**Mailing Address:**

Customer Service

NEO PAYMENT FACTORY, S.L. or NEO CAPITAL MARKETS SV, SA

Travessera de Gràcia 18, 3-3

08021 Barcelona

**Email Address:**

sac@getneo.com