

# CONTRACT FOR THE PROVISION OF SERVICES

Madrid , on the th Month 2014

## BETWEEN

On the one hand,

Mr \_\_\_\_\_ of full legal age, married, working as a \_\_\_\_\_, resident of \_\_\_\_\_ domiciled at \_\_\_\_\_, no. \_\_\_\_\_ and holder of Passport number \_\_\_\_\_ from \_\_\_\_\_ and Mrs \_\_\_\_\_, of full legal age, working as a \_\_\_\_\_, resident of \_\_\_\_\_ domiciled at \_\_\_\_\_ and holder of Passport number \_\_\_\_\_ from \_\_\_\_\_, (hereinafter "the Clients").

On the other hand,

Surfinca Azul S.L., trading under Financial North, a company of Spanish nationality with registered office at Santa Cruz de Tenerife, Avenida Asunción no. 32, 5ªA, and with Tax Identification Code no. B-38648630, which was established by means of a public deed authorised by Notary Public Mr Ignacio Javier Moreno Vélez of Santa Cruz de Tenerife, on the thirteenth day of August 2001, under no. 2,690 of his notarial record book, and registered on the twentieth day of September 2001 in the Business Register of Santa Cruz de Tenerife, in volume 2,217, folio 170, page TF-27,005, 1<sup>st</sup> entry (hereinafter, "the Service Provider").

It is herein represented by Mr Alberto José Goldar Fernández, acting in his capacity of sole administrator by virtue of a power of attorney executed on the thirteenth day of August 2001 before Notary Public Mr Ignacio Javier Moreno Vélez, of Santa Cruz de Tenerife, under no. 2,690 of his notarial record book.

Both parties may jointly be referred to as "the Parties", or individually as "the Party". The Parties recognise of their own free will, mutually and reciprocally each other's legal capacity to execute this Contract,

## WHEREAS

- I. The main activity of the Service Provider is financial intermediation and the company has the necessary expertise and equipment to provide this kind of services.
- II. That the Clients are a company that wish to hire some of the services provided by the Service Provider.

Mr Alberto José Goldar Fernández  
The Service Provider

Mr  
Mrs\_

III. That the Parties have agreed to enter into a contract for the provision of services under the terms established in this document.

IV. That, considering the above, the Parties have agreed, of their own free will, to execute this contract for the provision of services (hereinafter, "the Contract") and **THEY HEREBY AGREE** as follows,

**1.- First**

The Clients commission the Service Provider to professionally provide financial intermediation services in order to take the appropriate steps on behalf of the Clients to obtain a mortgage/personal loan or credit taking into account the financial circumstances of the Clients, including their solvency and risk.

**2.- Second**

The Service Provider agrees to select, among the products available within the lenders panel it has agreement with, those that provide the mortgage, loan or credit requested by the Clients, in accordance with the information supplied by said Clients to the Service Provider.

**3.-Third**

The Clients acknowledge that the management and/or processing by the Service Provider of a mortgage, loan or credit application does not imply or entail its approval. The Service Provider does not approve or grant mortgage, loans or credits; its activity or management is limited only to the application and processing of documentation, with prior authorisation by the user, to the different financial institutions with which it collaborates. If the mortgage, loan or credit is approved, these financial institutions will issue a binding offer, in the name of the clients, signed and stamped by the lender.

**4.-Fourth**

The Clients acknowledge there are no fees to carry out the tasks entrusted. Once the loan has been approved and the guarantee(s) evaluated, if the Clients unilaterally decide not to carry out the operation, they will have to pay 1% of the finance facility granted. The clients are aware that shall incur in costs resulting from the requested lending operation or the evaluation of guarantees, that must be paid by then.

**5.-Fifth**

Personal data provided by the Clients which is necessary for the provision of the contracted service, will be added to an automated file owned by the Service Provider. The Clients expressly authorise to disclose the Service Provider their personal data to companies, private or public entities (including other companies with the same or a similar purpose as that of the Service Provider) and institutions, insofar as such disclosure is necessary for the execution of the requested service and with the sole purpose of complying with the legal obligations assumed by The Service Provider in this contract document. The collection and processing of personal data by The Service Provider is carried out for commercial, operational and statistical purposes, and the undersigned expressly grant/s permission to consult with private or public bodies concerning their capital solvency, working status, credit standing, legal status and fiscal situation in order to carry out a risk assessment for the provision of a mortgage and/or personal loan or credit. The Clients consent to the disclosure of personal data regarding their address, telephone number and email, to the abovementioned companies and/or entities for publicity purposes; such consent is revocable at any time. The Service Provider guarantees the Clients that all security measures required by current legislation have been taken in their facilities, systems and files, with regard to their safekeeping and conservation, and that said data will be used according to the confidentiality obligations foreseen by the Regulations. The Clients have the right to access, rectification, cancellation and opposition of their personal data, which may be exercised according to the terms

Mr Alberto José Goldar Fernández

Mr

The Service Provider

Mrs\_

established by Spanish Organic Law 15/1999, of 13th December 1999 on Personal Data Protection. Said rights can be exercised by sending the appropriate request by registered mail with a copy of the National Identity Card to the following address: Avenida Asunción nº 32, 5ª; 38007 Santa Cruz de Tenerife. The Clients must specify in said request which particular right(s) they wish to exercise.

FINANCIAL NORTH expressly recommends users to encrypt personal data sent by email, as it is not liable for any loss of information, gathering of information by third parties, or for direct or indirect damages users may suffer when sending personal information by email without encrypting.

#### **6.-Sixth**

The Clients may withdraw from the contract within the following 14 calendar days after signing this document without any penalty and without any given reason. The Clients acknowledge having received the previous information contained in this document. This contract is governed by the provisions of Spanish Law 2/2009 of 31 March 2009

#### **7.-Seventh.**

The services subject to this Contract will be carried out within a period not exceeding six months from the date of the signature of this Contract.

#### **8.-Eighth**

The Parties agree that in case it is necessary to contact the other party in order to clarify any doubt or technical aspect, or to notify any incident during the provision of the service; this shall be done by contacting the persons indicated below:

##### **The Clients:**

Name:

Telephone No.:

E-mail:

Address:

##### **The Service Provider:**

Name: Alberto José Goldar Fernández

Telephone No.: 00 34 685 528 734

E-mail: alberto@financialnorth.com

Address: Avenida Asunción nº 32, 5ªA; 38007 Santa Cruz de Tenerife

#### **9.- Ninth**

Any of the parties may be held liable if they act negligently or culpably when complying with the obligations of this Contract and, as a result, they cause damage to the other Party. The Party having to face damages as a result of the other party's actions may claim compensation for the corresponding damages.

#### **10.- Tenth**

Mr Alberto José Goldar Fernández

The Service Provider

Mr

Mrs\_

The Service Provider guarantees that an insurance policy has been taken out and covers any damages that might be awarded to the Clients as a result of a faulty and irregular provision of the service.

**11.-Eleventh**

With regard to all issues arising from the interpretation, implementation or fulfilment of this Contract, the Parties shall expressly submit themselves to the arbitration of the Sociedad Española de Arbitraje (Spanish Arbitration Association), as established by article 10 of Spanish Law 2/2009 of 31<sup>st</sup> March 2009, in order to settle the dispute, and this shall be carried out according to the fast-track procedure provided for in their Regulations, entrusting the management of the arbitration and the appointment of the arbitrators to said association.

**12.-Twelveth**

This Contract shall be governed and construed in accordance with the laws and taxes of Spain and submitted to the jurisdiction of the Courts of Santa Cruz de Tenerife.

**13.-Thirteenth**

All notifications, requests, demands and other communications that need to be carried out by the Parties in relation to this Contract shall be in writing and shall be deemed to have been duly delivered after being handed over in person or sent by registered mail to the address of the other party indicated at the beginning of this Contract or such other address as each party may indicate to the other.

The Parties agree with this Contract, which they sign and execute in two counterparts, each of which shall be deemed an original, at the place and on the date set forth above.

Mr Alberto José Goldar Fernández

The Service Provider

Mr &

Mrs

The Clients

Mr Alberto José Goldar Fernández

The Service Provider

Mr

Mrs\_