BPI	Grupo X CaixaBank
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SUBSCRIPTION TO PRODUCTS AND SERVICES

Private Individual/Self-Employed Worker/Sole Trader UAN¹ (NUC) Type Code **Branch Personal Details** 1st Account Holder PIN² 2nd Account Holder OR Representative OR Attorney of the Account Holder PIN 3rd Account Holder OR Representative OR Attorney of the Account Holder PIN Is there a beneficial owner who is not Account Holder? Yes **Products and Services Deposit Current Account** Renewal New Updated Account purpose: Personal Business (only for ST/SEW) **Operating Conditions:** Solidary Individual Joint Combined Operating Conditions Detail **BPI Digital Channels** Fill in only if you are not a user of BPI Digital Channels. It requires the delivery to each subscriber of the subscription number(s) and secret code(s). 1st Account Holder 2nd Account Holder 3rd Account Holder **Mailing Information** Name: ^o Account H. **Business Name** Residence Alternative, as detailed below: Address: Business Town Zip-Code Citv Country On the basis of the information given in this form and in the Personal Information Form(s), I/we hereby request Banco BPI to open a Deposit Current Account and to grant me/us access to the products and servic. es herein set out and which are ruled by the General Conditions (V. 01/04/2022) and the Special Conditions attached hereto, notably the Standardised Information Sheet for the Current Account I/we hereby set up, which were given to me/us and of which I/we became fully aware, and about which I/we acknowledge to have been given all information deemed appropriate, and which I/we expressly accept and subscribe. I (we) hereby declare that I (we) have received the subscription number(s) and secret code(s) of BPI Digital Channels. (Signature of the 1st Account Holder according to ID) (Sig. of the 3rd Account Holder (Sig. of the 2nd Account Holder /Representative/Attorney according to ID) /Representative/Attorney according to ID) ENDORSEMENT/ACKNOWLEDGEMENT OF SIGNATURE(S) (to be filled in by the Bank) Date

Mecanographic

GENERAL CONDITIONS

- 1. This document contains the General Terms and Conditions of the contracts (i) for Deposit Current Accounts, (ii) for the use of BPI Digital Channels and (iii) for the use of Payment Services, including credit and debit transfers, direct debits, which are entered into between Banco BPI, S.A. (hereinafter the Bank), with registered office at Avenida da Boavista, 1117, 4100-129 Porto, with share capital of EUR 1,293,063,324.98, registered at CRCP under number PTIRNMJ 501 214 534, with tax identification number 501 214 534, an entity subject to the supervision of the Bank of Portugal registered under no. 10 and the Customer identified in the Products and Services Subscription Form, which General Terms and Conditions are incorporated into these contracts at the time they are entered into. The Customer may request a copy of these General Conditions at anytime.
- 2. The Bank is registered under number 300 at CMVM (Securities and Exchange Market Commission), Rua Laura Alves, no. 4, 1010-138 Lisbon, and on the internet at www.cmvm.pt,to conduct financial intermediation.
- **3.** BPI is registered as an insurance intermediary, under number 207 232 431, with Insurance Supervisory AuthorityandPensionFundsatAv.daRepública,no.76,inLisbon,andonthe internetatwww.asf.com.pt.
- **4.** The services to be provided and the financial instruments which may be the object thereof and/or traded through the Bank, as well as the description of their nature and risks, are described and defined in **BPI Investor Handbook Chapter "Nature and Risks of the Financial Instruments"**, available at any Branch of the Bank and atwww.bancobpi.pt.
- **5.** The Bank prepares and submits to its governing and supervisory bodies every year a report on the performance of the financial intermediation services provided to itsCustomers.
- 6. The Bank only considers duly formalised the proposal to subscribe to the contracts for a Deposit Current Account, for the use of BPI Digital Channels and for the use of Payment Services after receiving these General Terms and Conditions, the Individual Information Sheet and the Subscription Form for Products and Services duly completed and signed by the Customer or by whoever is duly present and indicated in the latter, the intention to open a Deposit Current Account, to subscribe to BPI Digital Channels and/or to subscribe to the use of Payment Services, as well as all the documents legally required for this purpose or that the Bank considers necessary to comply with its legal obligations, such proposals being deemed accepted and the referred contracts validly executed: a) in the case of the Deposit Current Account Contract from the moment the Bank allows the debit and credit operations of the account; b) in the case of the contract for the use of BPI Digital Channels from the moment the Bank provides the Customer with his Subscription Number and Secret Code; c) in the case of the contract for the use of payment services, after the disclosure or availability by the Bank or by the Issuer of the paymentinstruments.
- 7. In compliance with the legal rules applicable to it, the Bank reserves the right to: (i) not allow the Deposit Current Account to be operated, either on a debit or credit basis; and/or (ii) limit or prevent the use of the payment instruments associated with the Deposit Current Account; and/or (iii) cancel payment services associated with the Deposit Current Account; and/or (iv) revoke proposals or decisions to contract financial products and services, including credit, communicated to customers, when any of the following circumstances: a) the Customer does not provide the Bank with the documentation and/or information required by the Bank under the terms provided for by law, including in particular in the law and regulations of the Bank of Portugal establishing measures to prevent and combat money laundering and the financing of terrorism or b) whenever any other circumstance arises that under the terms provided for by law, including in particular in the law and regulations of the Bank of Portugal, imposes on the Bank the duty not to allow such transactions to take place.

Unless the law in question does not allow it, the Bank shall inform the Customer of the decision not to allow certain transactions on the Account and, following that decision, the Bank may terminate or resolve the Deposit Account contract under the terms provided for in section N.

Definitions

In these General Conditions, including its recitals, and unless the context indicates otherwise, the following terms beginning with a capital letter (whether singular or plural) shall have the following meaning:

Account - the Securities Deposit Account opened with the Bank for the deposit of non-securities on demand or at term, which also takes on the nature of a payment account through which one or more payment service users carry out payment transactions, and for the registration and deposit of financial instruments.

Bank - Banco BPI, S.A.



Beneficiary - a natural or legal person who is the intended recipient of funds which have been the subject of a payment transaction.

BPI Digital Channels - all online channels for distance communication between Banco BPI and its Customers, namely the following online channels: BPI Net, BPI App and BPI Direto.

Business day - the day on which the payer's payment service provider or the Beneficiary's payment

Coordinates card - card that may be issued by the Bank with a matrix of coordinates, which are required from the Customer for the execution of certain transactions through the Service, and which embodies a secret, personal, unique and non-transferable element of identification.

Customer/Account Holder - the individual or individuals duly identified on the Individual Information Sheet, subscribers to the contracts contained in these General Conditions, hereinafter referred to as Customer or Cardholder.

Digital Document - document made available by the Bank in electronic format, which allows the Customer to store it and to consult and reproduce its content exactly.

Direct Debit - payment service consisting in debiting the payment account of a payer, being the payment transaction initiated by the Beneficiary based on the consent given by the payer to the Beneficiary, or to the payment serviceprovider.

Individual Information Sheet - the Customer's Identification sheet, containing his/her personal, professional, property and contact details and the specimen signatures defined by the Customer and valid for operating the account(s) for which he/she has not indicated a specific signature, and all the contracts associated therewith, such as the Bank's Privacy Policy and the consents provided by the Customer, where applicable, for the processing of his/her personal data by the Bank.

Payer - a natural or legal person who holds a payment account and allows a payment order from that payment account, or, if there is no payment account, the natural or legal person who gives a payment order.

Payment Card - a payment instrument associated to a BPI Deposit Current account issued by CaixaBank Payments E.F.C., E.P., S.A.U., which allows, by debiting the said account, among other operations, to make payments and cash withdrawals, in accordance with the respective General Conditions, which must be subscribed to in order to use this paymentservice.

Payment institutions - legal persons that have been granted authorisation to provide and execute payment services throughout the SEPA+ area.

Payment instrument - any personalised device or set of procedures agreed between the payment service user and the payment service provider and used by the payment service user to issue or authorise a payment order. Payment service provider - the entity that may provide payment services: (i) credit institutions, including electronic money institutions, with head office in Portugal; (ii) payment institutions with head office in Portugal; (iii) universal postal service concessionaire; (iv) Portuguese State, Autonomous Regions, bodies of the direct and indirect administration of the State, when acting without public authority powers; (v) Bank of Portugal when not exercising public authority powers; (vi) credit institutions, including electronic money institutions and payment institutions having their head office in another member state of the European Community, provided that the payment services provided are duly authorised in their country of origin.

Payment services - those enabling: (a) cash to be placed on a payment account and all the operations required for operating a payment account; (b) cash withdrawal from a payment account and all the operations required for operating a payment account; (c) payment transactions, including the transfer of funds on a payment account by: (i) executing direct debits; (ii) executing payment transactions through a payment card or similar device; (iii) executing bank credit transfers, including standing orders; (d) executing payment transactions where the funds are covered by a credit line for a payment service user, such as: (i) execution of direct debits, in particular of a one-off nature; (ii) execution of payment transactions through a payment card or similar device; (iii) execution of bank credit transfers, including standing orders; (e) issuing or acquiring payment instruments; (g) executing payment transactions where the Customer's consent to execute the payment transaction is given by means of any telecommunication, digital or IT device and the payment is made to the telecommunication or IT system or network operator.

Payment transaction - the act, performed by the payer or by the Beneficiary, of depositing, transferring or withdrawing funds, regardless of any underlying obligations between the payer and the Beneficiary. Payment order - any instruction given by a payer or a Beneficiary to its payment service provider requiring the execution of a payment transaction.

Price List - the set of information on the general conditions, with effects on assets, at each moment, related to the financial products and services offered by the Bank, which consists of the "Commissions and Ex-



penses Brochure" and the "Interest Rates Brochure" and that may be accessed at the Bank's branches or on the website www.bancobpi.pt.

Products and Services Subscription Form - a statement of acceptance of the Deposit Current Account contract and subscription to the Bank's products and services, such as the BPI Digital Channels and Payment Services. **Representative/Attorney** - the representative(s) of minors, interdicted or incapacitated and the Client's proxies. **RGICSF** - General Regime of Credit Institutions and Financial Companies approved by Decree-Law 298/92. of 31 December. SEPA + - Single Euro Payments Area.

Secret Code: means the secret, unique, personal and non-transferable number set by the Bank when subscribing to the Service and which must be changed by the Customer after the first access to the Service. service provider involved in the execution of a payment transaction is open for business.

Standardised Information Sheet or FIN of the demand deposit account - a standardised information sheet containing all mandatory information relating to the demand deposit account and forming an integral part of the General Conditions and Particular Conditions of the Account.

Subscription Number - Customer identification number, consisting of nine (9) digits, which is unique, personal and non-transferable and allows the Customer to access the Service.

Target - Interbank settlement system adopted by Payment Service Providers for the execution of payment transactions in euro in the SEPA+ area.

Target business day - every day, from Monday to Friday, with the exception of Target holidays: 1 January, Good Friday, day following Easter Sunday, 1 May and 25 and 26 December.

Transfer - The payment service provider transfers, on the Customer's order, funds from the Customer's account to another account; credit transfers can be: (i) intra-bank credit transfers, when the payment service provider transfers, on the Customer's order, funds from the Customer's account to another account at the same institution; (ii) SEPA+ credit transfers when the payment service provider transfers, on the Customer's order, funds from the Customer's account to another account in the SEPA+; (iii) non-SEPA+ credit transfers when the payment service provider transfers, on the customer's order, funds from the customer's account to another account, outside the SEPA+ space.

Universal account number or UAN (NUC) - number assigned by the Bank when opening the first account/operation and that is kept as an aggregator of other accounts/operations of the same holders, with the same operating conditions, namely for the purposes of statement and integrated position.

A - DEPOSIT CURRENT ACCOUNT

1. General Rules

- 1.1. The opening, operation and closing of an account with the Bank is governed by these General Terms and Conditions, the Specific Terms and Conditions agreed with the Customer, the ESIS of the Demand Deposit Account, the laws in force and general banking practice.
- 1.2. The opening of the account requires: (i) the filling in of the Individual Information Form and the Products and Services Subscription Form by the Account Holder, its Representative and/or its Attorney; (ii) the presentation of all legally required documents to the Bank by the Account Holder, its Representative and its Attorney, the latter two also being required to prove their powers; (iii) a deposit of no less than the minimum amount stipulated by the Bank.
- 1.3. Once the Cardholders have been identified and the initial deposit has been made, the Bank may accept the opening of the account, which, however, may not be debited or credited until all the information requested by the Bank has been provided and the corresponding supporting documents have been delivered..
- 1.4. Failure to submit all documentation/information required by the Bank within 60 (sixty) days from the date the Account is opened shall result in the Account being automatically closed, subject to the procedures described in section N.
- 1.5. The Bank may also automatically close the Account whenever, upon reviewing the documents and information provided by the Customer for the purpose of opening the Account, it considers that there may be a breach of the applicable rules and/or internal policies on money laundering and terrorist financing.
- 1.6. These General Terms and Conditions shall apply to all accounts opened with the Bank with the same Account Holders and under the same account operation conditions.
- 1.7. Unless otherwise instructed, the signatures on the Individual Information Sheet are valid for all contracts or accounts opened with the Bank in the name of the Account Holder.
- 1.8. The fees and charges associated and applicable to the opening, maintenance and operation of the account are set out in the Standardised Information Sheet provided to the Customer with these General Conditions, as well as in the Price List in force at any given time, available at branches and at www.bancobpi.pt.

2. Account Holding and Operating Conditions

- **2.1.** In case there is only one Holder, the account is singular, and may be used by its Holder or by a Representative/Attorney with powers to that effect.
- 2.2. If there is more than one Holder, the account is joint and may be, according to the option of the respective Holders expressed on the Product and Service Subscription Form: (i) Joint, in which the assets or amounts deposited can only be moved with the intervention or authorisation of all the Holders; (ii) Solidary, in which any of the Holders may use it without requiring the authorisation or intervention of the others, the Bank being exempt from all liability for the compliance with the orders given by a single Holder, including the delivery, in full or in part, of any assets or values deposited and/or registered therein and the carrying out of financial investments and capitalisation operations in the name of any of the co-holders, and for the withdrawal, whether anticipated or not, of any deposits, all the Holders being solidary and severally liable to the Bank; (iii) Combined, which simultaneously presents partial links of solidarity and conjoint and whose operating conditions must be defined in writing by all the Holders.
- 2.3. The Cardholders acknowledge and accept that if they opt for a joint or combined account, the respective operating system shall not be applicable to the movements debited by the Bank in execution of contracts for the use of BPI Payment Cards subscribed by the Cardholders. The debits originated by these means of payment may be debited from the current balance of the account regardless of the Cardholder who has effected them and without any prior or subsequent authorisation from the other co-holders for this purpose.
- **2.4.** Without prejudice to the legal obligations with regard to Banco BPI's duties and the specificities of some financial products, in the case of accounts held by minors, the legal representatives of the minor account holder must operate the said account in the interest of the minor, that is, with the same care with which they administer their own assets (pursuant to Article 1897 of the Civil Code) and with full respect for the legal framework applicable to the administration of the minor's assets, namely the provisions of Articles 1888 and 1889 of the Civil Code, recognising that it is not the responsibility of Banco BPI to verify the origin or purpose of the use of the minor's money or capital.
- **2.5.** Any alteration to the established operating conditions, as well as the inclusion of new accountholders or the granting of operating powers to proxies, shall require the intervention of all the Accountholders and the filling out of a new Products and Services Subscription Form signed by all the Accountholders, which may imply the prior satisfaction of taxes or charges that are established in the regulations inforce.
- 2.6. In the case of solidary accounts and without prejudice to the provisions of the preceding paragraph, each of the Account Holders may request and formalise, in their own name and in the name of the others, changes to the conditions of the account, namely, but not limited to, changes to the type of account and subscription to products and services associated with its operation, with the other Account Holders being bound by these changes/memberships, it being understood that, for this purpose, each Account Holder hereby grants powers of attorney to the others.
- 2.7. The Customer acknowledges and accepts that the changes referred to in the preceding points will lead to the expiry of the contracts relating to the means of account operation that involve certain operation conditions which, as a result of such changes, cease to apply.
- 2.8. In the event of the receipt of contradictory instructions on any deposited amounts received from any of the Account Holders, solidary or combined, the Bank reserves the right to carry out the order which it first received in a position to be performed or, alternatively, to refuse to carry out such orders without confirmation by all its Account Holders.

3. Account Operating Methods for amounts other than Financial Instruments

3.1. The Account may be operated by cheques, payment cards or by payment or transfer orders transmitted by the means made available by the Bank at any time, in all such cases under the terms agreed for this purpose with the Bank or with another Payment Service Provider. The possibility of the Customer transmitting, by post or electronic mail, fax or telephone, instructions for the Bank to carry out a specific transaction or operation on the account must be included in an agreement specifically concluded for this purpose.

In the absence of specific instructions, including a clear indication of the account identificator, the debits or credits to be made in the name of a holder of several accounts shall be recorded in the account chosen by the Bank.

3.2. All documents relating to account operations may be microfilmed or scanned according to the legal terms.

4. Cheques

4.1. The issuance of cheque books shall depend on the request of the Account Holder, through the means made available to him/her by the Bank for this purpose, and a cheque convention shall be deemed to have

been signed, subject to the Uniform Law and other laws and regulations in force, when the Bank agrees to issue them. The Bank reserves the right not to provide cheque books or to limit the amount to be delivered.

4.2. With the exception of the first cheque book, which shall always be delivered under the legal terms, unless otherwise stated, the Bank shall send the requested cheque books by mail to the last address indicated on the Product and Service Subscription Form as the mailing address of the account, which shall be deemed received within 5 (five) working days following the request date, exempting the Bank from any liability for their loss and/or consequent misuse.

- **4.3.** The Account Holder undertakes to keep the cheque books supplied to him/her by the Bank in safe custody and assumes all liability for the loss, theft or misuse of cheques should he/she fail to notify the Bank in writing in time and in such a way as to avoid any undue payment. Once the account is closed, the Cardholder undertakes to return all unused cheques, exempting the Bank from any liability for the consequences of non-compliance with such obligation.
- **4.4.** The Account Holder is aware that his/her name may be included in a list of cheque users presenting a risk (LUR), in accordance with applicable legislation and the regulations of the Bank of Portugal. The Bank is expressly exonerated from any liability in case the Cardholder's name is included in the LUR, due to joint ownership of the Account on which the cheque that originated the cheque use restrictive measure was drawn.
- **4.5.** The Card Holder declares that he/she is not subject to any administrative or judicial cheque restriction measure, being obliged to return all unused cheques, in case he/she is subject to any cheque convention termination measure.
- **4.6.** The Bank reserves the right to issue cheques with an expiry date, after which they may not be drawn and issued, and must be returned to the Bank. However, the Account Holders acknowledge that the Bank may, at its discretion, pay any cheque issued after the expiry date.

5. Deposit and Registration of Financial Instruments

- **5.1.** As the account is a joint account, the financial instruments registered or deposited in it will be deemed to be the property of: (i) in the case of registered book-entry financial instruments, of the Holder who, in the account entries, is indicated as its owner; (ii) in the case of registered securitised financial instruments, of the Holder whose name is entered on the security; (iii) in the case of bearer-financial instruments, securitised or uncertificated, of the Holder who, in the account entries, is indicated as its owner or, in the absence of such indication, of all Holders, on a jointly held basis, the shares of the co-holders being deemed to be equal. **5.2.** The Bank may always refuse to register or deposit financial instruments in the account when such financial instruments do not meet the legal requirements or, in any case, do not comply with the laws and regulations in force.
- **5.3.** Notwithstanding the provisions of the preceding paragraph, the Bank may cease to provide the Customer with the service of registration and deposit of financial instruments when the Customer does not provide, through the Individual Information Sheet, a telephone contact or an electronic mail (e-mail) address to comply with the requirements for reporting corporate events imposed by Implementing Regulation (EU) 2018/1212, which sets out the minimum requirements for the application of Directive 2007/36/EC. In the event that the Customer has not provided any of the aforementioned means of contact or has not communicated changes/updates thereto, the Bank shall not be liable for any failure or delay in sending information to the Cardholder to comply with the corporate events reporting requirements, nor shall the Bank be liable for damages or losses arising from the Customer's inability to participate in such corporate events.
- **5.4.** The Bank shall make available at the branches or through the telephone or computer channels used for the transmission of orders and instructions concerning financial instruments, information on:
- (i) on any special risks involved in the decision to invest in financial instruments; (ii) on the associated costs; (iii) on the Holder's guarantee or protection instruments; (iv) that is publicly disclosed relating to the financial instruments registered or deposited in the account.
- **5.5.** Without prejudice to the duty to update the registration accounts under the terms of article 68.1 c), e), f) and j) of the Securities Code, the Bank shall use its best efforts to provide the Customer with prior information on the exercise of rights inherent to financial instruments issued by entities not subject to Portuguese law which are held by the Holder and which are incorporated or registered in a foreign controlling entity in which the Bank is not a participant, without however being bound to provide such prior information. **5.6.** When any corporate event occurs in relation to financial instruments deposited or registered with the Bank which has implications for the respective acquisition value, the Bank shall adjust the acquisition value

on the assumption that the Customer holds only financial instruments of the same type, nature and entity

deposited or registered with this institution, and the Customer must inform Banco BPI in advance of the occurrence of the aforementioned corporate event if this is not the case.

5.7. Clients with US Person status for the purposes of the Foreign Account Tax Compliance Act (FATCA) of the United States of America are prohibited from subscribing to/acquiring any financial instruments, regardless of their type or form, whose issuer also has US Person status for these purposes. Notwithstanding, should any such subscription inadvertently occur, whether for reasons attributable to the Customer or to the Bank, the Customer expressly declares that he/she expressly authorises the Bank to sell/buy back such financial instruments immediately, as soon as the Bank becomes aware of this situation and regardless of their value at that moment, accepting the market conditions prevailing at that date and waiving any compensation if the proceeds of the sale/buy-back are insufficient to make up the subscription/acquisition amount or the maximum value of the instrument in any holding period.

5 - A. Collection of information by the Bank as part of the assessment of the suitability of operations

5-A.1. Whenever requested by the Bank, Customers shall provide all the information required to complete the questionnaire used by the Bank for the purpose of assessing the suitability of transactions and/or financial instruments or other assets in the portfolio, which includes questions regarding the level of knowledge and experience in investment matters, financial situation (including their ability to bear losses) and investment objectives (including their tolerance to risk).

5-A.2. The information provided by Customers must be complete, true and up-to-date, and Customers must inform the Bank, as soon as possible, of any change to the data provided in response to that questionnaire, that is, personal data, data relating to knowledge and experience in investment matters, financial situation and investment objectives, by completing a new suitability questionnaire available at any branch, on BPI Net or on the BPI App. Until any update is communicated to us through the means referred to above, the Bank shall use the information at its disposal.

5-A.3. Customers accept that if they refuse to provide information requested by the Bank or do not provide sufficient information to assess their personal situation, knowledge and experience in investment matters, financial situation and investment objectives, the Bank may not allow orders to be placed for the acquisition of financial instruments and/or other types of assets.

5-A.4.For the purposes of determining the suitability assessment of transactions on financial instruments or on other types of assets for which the Bank intends to conduct the suitability test, as well as for determining the suitability assessment of financial instruments or other assets in the portfolio, whether in the case of individual accounts or joint accounts, the information on knowledge and experience in investment matters that will be used by the Bank will always be that relating to the ordering account holder or the attorney/ representative with powers to give the order in question.

With regard to information on the financial situation and investment objectives, (i) in the case of individual accounts, the information on the ordering account holder will be relevant, and (ii) in the case of joint accounts (whether jointly, solidary or combined), the information on the holder for whom the financial instruments or other types of assets to be acquired are intended will be relevant. This information that each of the accountholders hereby expressly authorises may be provided to the Bank by the originator who at each moment is giving the order to the Bank, and this originator may be any of the accountholders, proxy-holders or representatives, provided that they are empowered to give the order inquestion.

5-A.5. The provisions of the preceding paragraphs only apply to the provision of information to the Bank for assessing the suitability of transactions on financial instruments and/or other types of assets, as well as for determining the suitability of financial instruments or other assets in the portfolio, in no way modificating or affecting the rules for operating Customer accounts that are established at any given moment.

6. Operation of Financial Instruments

- **6.1.** Financial instruments registered or deposited in the account may be moved on the same terms and conditions as those in force for the account at any given time.
- **6.2.** If the account is solidary, each Account Holder may give orders for the acquisition, either in its own name or in the name of the other Account Holders, of new financial instruments for the account and give transaction orders on all the financial instruments registered or deposited as well as to give instructions for exercising the corresponding financial rights, even if such financial instruments are deemed to be the property of only one of such Account Holders, on the understanding that each Account Holder hereby grants powers of attorney to the other Account Holders.
- **6.3.** If the account is a combined account, the Account Holders with powers of attorney may give acquisition orders as described under 6.2 and give transaction orders on all the financial instruments registered or de-

posited, as well as give instructions for exercising the corresponding property rights, even if such financial instruments are deemed to be the property of other Account Holders in the same account.

- 6.4. If the account is joint or combined, and in addition to the application of the rule under 6.3, registered financial instruments may also be traded by their respective Holders, who may also designate a common representative from among themselves, who shall be empowered to give acquisition orders as described in 6.2, give transaction orders on all registered or deposited financial instruments, as well as give instructions for the exercise of the respective property rights.
- 6.5. The redemption of units in Retirement Savings Plans (PPR) or Retirement/Education Savings Plans (PPR/E) may only be requested by the Account Holder in whose name it is registered.
- 6.6. The operation of financial instruments registered or deposited in the name of minors is subject to the legally imposed limitations.
- 6.7. Without prejudice to the provisions of Article 326 of the Securities and Exchange Code, the Bank undertakes, within the limits of the law and the regulations in force, to provide the services of reception and transmission and/or execution of orders provided for in Article 290 a) and b) of the Securities and Exchange Code respectively, carrying out the operations on financial instruments ordered by the Account Holder.
- 6.8. In addition to written documents bearing the signature of the Account Holder, other means may be provided for the transmission of orders and instructions concerning financial instruments, namely by telephone and computer systems.
- 6.9. Compliance with orders and instructions transmitted implies, as the case may be, the blocking of the corresponding financial instruments and the provision of the account with amounts available to cover all costs, expenses, commissions, taxes and fees incurred, in which case the Bank shall be irrevocably authorised and mandated to debit the account.
- 6.10. Orders transmitted are valid for the period stipulated by the originator, which may not exceed one year from the day after the date of their receipt, or such shorter period as may be stipulated by the Bank in accordance with the trading structure or nature of the financial instruments to which they relate, and may be revoked under the terms and within the limits of the applicable law and regulations. If the originator does not set a validity period, orders shall be valid until the end of the day on which they are given, or, if they have been transmitted after the closing of the trading session of the corresponding trading venue, they shall be considered valid until the end of the following day.
- 6.11. The Bank shall develop its best efforts to ensure the best possible result in the execution of the orders received, namely in terms of price, costs, speed, probability of execution and settlement, volume, nature or any other relevant factor. The order execution policy adopted by the Bank is described in the BPI Investor Manual -Chapter "The BPI Group's Execution Policy", which is available at the Bank's branches and at www.bancobpi.pt. **6.12.** Without prejudice to the provisions of the preceding paragraphs, the execution of the Holder's orders relative to financial instruments registered or deposited in his account or which, after their acquisition, must be figured therein, as well as the settlement and clearing of the corresponding operations carried out in organised markets shall fully comply with the deadlines, terms and conditions fixed by law and in the regulatory rules determined by the regulatory authorities of the market in question.
- 6.13. If: (i) the Bank has decided to execute an order from the Holder for the disposal of financial instruments without the Holder having such financial instruments in its account in a suficient quantity to execute the transaction, or (ii) for any other reason, it is ascertained that on the settlement date of a transaction for the disposal of financial instruments, the Holder does not have, in its account, financial instruments in a quantity sufficient for the execution of the transaction, the Bank will be authorised, on behalf of the Holder, to purchase such assets, at the best price and in the quantity required for the execution of the transaction, The Holder shall bear all costs, expenses and commissions inherent to the transaction, in accordance with the Price List in force, including interest due for exceeding the credit limit that has been verified as a result of the financial settlement of the acquisition transaction, at the maximum rate practiced by the Bank in active operations, plus the default surcharge in force, the legally admissible commission for the recovery of the amounts due and the expenses incurred after the entry into default that, on behalf of the Customer, have been borne by the Bank before third parties.
- 6.14. In the event that: (i) the Bank has decided to execute an order or instruction from the Holder for the acquisition of financial instruments or the exercise of rights without the Holder having the account provisioned with sufficient available amounts to support the debit of the amount due, or (ii) for any other reason, it is ascertained that, on the settlement date of a transaction for the acquisition of financial instruments, the Cardholder does not have sufficient funds in his account to carry out the transaction, the Bank is authorised, on behalf of the Cardholder, to sell such financial instruments, the Cardholder bearing all the costs,

expenses and commissions inherent to the transaction, in accordance with the Price List in force, including the interest payable for exceeding the credit that has been verified, at the maximum rate practiced by the Bank in active operations, plus the surcharge for late payment in force. Notwithstanding the above, the Bank reserves the right, at all times, to make the execution of any order for the subscription or acquisition of financial instruments conditional on the sufficiency of the account provision, and may make unavailable the amount deemed necessary for its financial settlement, until the order transmitted has been executed.

- 6.15. If the proceeds from the sale of the financial instruments referred to in 6.14 are not sufficient to support the full debit of the amount due, the Bank shall notify the Holder to, within 15 (fifteen) days, provision the account with the remaining amount due, after which the Bank shall be authorised to sell any other financial instruments registered or deposited in the account or in another account with the same Holders and use the respective proceeds to pay the amount due.
- 6.16. The nominal interest rate and APRC applicable to overdraft situations and the respective applicable charges are set out in the specific conditions of the contract for the use of BPI payment cards and shall be periodically communicated to the Customer on the statement, and may be amended under the terms and conditions provided for in section F hereof.
- 6.17. In the event of non-compliance with the obligation to pay any commissions, taxes or fees, the amounts due fill be subject, with the necessary adaptations, to the regime set forth in 6.14 and 6.15.
- 6.18. In complying with orders and instructions received, the Bank shall give priority to carrying out and defending the interests of the Holder, without prejudice to expressly authorising the Bank to be the counterparty in contracts or operations requested by the latter, provided that the Bank has an interest therein and satisfies the intended conditions without aggravating the position that would result for the Holder if the contract or operation were carried out with third parties.
- 6.19. The Bank shall inform the Holder, in accordance with the law and the regulatory provisions in force, of the completion of the operations ordered by him/her, or the reasons why such operations were not performed, when applicable.
- 6.20. The Customer expressly authorises the Bank to carry out order aggregation. The order aggregation and transaction allocation policy adopted by the Bank is defined and described in the BPI Investor Handbook Chapter "Order Aggregation and Transaction Allocation Policy", which is available at the Bank's branches and at www.bancobpi.pt.
- 6.21. The Customer expressly authorises the Bank, pursuant to article 330(7) of the Securities Code, to execute orders relating to financial instruments outside a trading platform (regulated market, multilateral trading facility (MTF) or organised trading facility (OTF)).
- 6.22. Prior to the sending of the order on financial instruments by the Holder, the Bank will make available information on the estimated value of commissions and other costs, in aggregate, relating to (i) the financial instrument and/or (ii) the investment service and/or ancillary service provided, as the case may be, as well as the estimated amount of the transaction in question. The Bank shall, at the Customer's request, provide disaggregated information on the value of commissions and other costs.
- 6.23. Whenever the order on financial instruments transmitted does not include any price limit, the Bank is not obliged to alert the Account Holder to this circumstance, nor to present him/her with additional information on the exact date and time corresponding to the last price made in the market. The Bank is also not obliged to warn the Holder whenever the price indicated in the order presents a deviation equal or superior to 10% in relation to the last price made in the market.
- 6.24. The Bank shall not re-instate orders in respect of financial instruments that are cancelled by the market operator following the occurrence or announcement of certain types of events in respect of a given issuer that are likely to substantially affect the price of such financial instruments or any other occurrence that determines such cancellation.
- 6.25. Within the scope of the trade protection mechanisms set out by the Euronext regulated markets' management companies, when the execution of the Customer's order is likely to cause a collar breach in the financial instrument concerned, the order may be partially executed at prices within the limits, subject to specific execution conditions as to quantity, and the remaining quantity of such order may be rejected and consequently not executed.

7. Representation

7.1. The Bank shall exercise, on behalf of the Accountholder, the rights to dividends, interest and income of any kind attaching to the financial instruments registered or deposited, as well as the right to their amortisation, redemption or refund. The net proceeds from the exercise of the rights will be credited to the account.



- **7.2.** Unless otherwise instructed in good time by the Account Holder, the Bank shall also exercise on behalf of the Account Holder the rights to capital increases by incorporation of reserves, as well as, where applicable, the right to receive free of charge, by any means whatsoever, financial instruments of any kind granted as a result of the ownership of other securities registered or deposited in the Account.
- **7.3.** However, unless instructed otherwise by the Account Holder in good time, the Bank shall not be bound to exercise on its behalf any rights attaching to registered or deposited financial instruments which require the provision of any consideration, even if such rights constitute preferential rights.
- **7.4.** When there are instructions from the Account Holder for the exercise of the rights referred to in the preceding paragraph, the Bank shall only exercise such rights if it has been provided in advance with the consideration to be given, account with sufficient available funds to support the debit of the amount due, plus all costs, expenses and commissions in accordance with the Price List in force, the Bank being expressly authorised to make this debit, as well as, if it so decides, to make this amount unavailable until the financial settlement of the transaction in question.
- **7.5.** For the purposes of the provisions of the preceding paragraphs, the Bank is expressly authorised to carry out all necessary or appropriate acts, as well as to promote those that may be appropriate to defend the interests of the Account Holder.
- The Customer accepts that the Bank, within the scope of its financial intermediation activity and the provision of investment services in financial instruments provided for in article 289 et seq. of the Securities and Exchange Code, carries out the acts necessary to comply with the legal, regulatory and contractual rules applicable to the financial instruments that are the object of the provision of these services, including those relating to the respective issuers, the markets on which they are traded or admitted, regulatory and contractual rules applicable to the financial instruments that are the object of the provision of these services, including those relating to the respective issuers, the markets.
- 7.6. where they are traded or admitted to trading, the financial intermediaries that operate in these markets and the respective management and supervisory authorities. In particular, the Bank is expressly authorised to provide these entities, when required under the aforementioned regulations, with all relevant information about the Account Holder and/or the beneficial owner of the financial instruments deposited in the Account, as well as about the operations carried out with the intermediation of the Bank, including the documentation concerning the Account Holder and those operations that it is required by law to collect and preserve.

7-A. Advised Sales of BPI Investment Funds, BPI Capitalisation Insurance and BPI Savings Plans

- 7-A.1 The Bank markets BPI Investment Funds (which comprises the Imopoupança Real Estate Fund and all the funds managed by companies of the group to which it belongs, such as BPI Gestão de Activos and CaixaBank Asset Managment Luxembourg SA.), BPI Capitalisation Insurance and BPI Retirement Savings Plans ("BPI Products") exclusively through the Advisory Sales service.
- **7-A.2** Prior to the subscription of any BPI Product referred to in paragraph 1, the Customer must perform a test, in order to evaluate if that transaction is suitable for his/her situation as an investor. The Customer's investment objectives, knowledge and experience in investment matters and financial situation are analysed with reference to the operation in question.
- **7-A.3** The subscription of any BPI Product referred to in number 1 can only be concluded if the result of the suitability test, which shall be communicated to the Customer, is favourable.
- **7-A.4** The Advisory Sales Service involves, in the terms described above, an advisory service which may, in the light of the law and in the case of BPI Investment Funds, be qualified as investment advice. For the purposes of the provisions of article 312-H/1 of the Securities and Exchange Code, it is hereby informed that this advisory service is of a one-off nature, not independent, and analyses only the BPI Investment Fund whose subscription is being sought (or, where applicable, the funds already held).
- **7-A.5** Excluded from paragraph 1 are investors classified as eligible counterparties, transactions that take place within the scope of portfolio management accounts and within the scope of a recurrent, i.e. not one-off, investment advisory account.

8. Provision and Debits in the Account and Credit Overrun

8.1. The Bank reserves the right to make debit operations in the account, in particular those resulting from effects that, regardless of their domiciliation, have been ordered by the Account Holder with powers to operate the account, as well as to debit the respective commissions, expenses, charges, debit interest and taxes.
8.2. The Customer shall have the account duly provisioned by the final day prior to the date agreed with the creditor for the execution of the debit; in the event of insufficient or no provision, the Bank reserves the right not to carry out the debit and to return the collection instruction to the creditor's bank, regardless of



the nature of the transaction, with the Customer bearing the respective legal implications, particularly those of a fiscal nature.

- 8.3. In the event of a balance shortage, the Bank is hereby authorised to make such debits from any account opened with the Bank under the individual or solidary joint holding of any of the Account Holders up to the limit, in the latter case, of the ideal share of the debtor Account Holder. When, notwithstanding the insufficient balance, the Bank has authorised the debit of the account, the Account Holder authorises and grants powers to the Bank, in its name and representation, to sell, redeem, refund or demobilise any assets deposited or registered therein, or in the case of insurance, which have been subscribed through the Bank, up to the amount deemed sufficient to enable the Bank to effect the compensation of the amounts corresponding to the debit effected, the Cardholder bearing all inherent costs, expenses and commissions, in accordance with the Price List in force.
- 8.4. If the Bank decides to authorise the payment of the amounts necessary to settle the debits ordered and/ or authorised through a credit overrun, the respective amount shall bear interest, until the date of settlement of the credit, at the maximum rate practised by the Bank in active operations. If the Accountholder does not settle the credit within 5 (five) working days after its verification, interest shall be added, as from that date, to the borrowing interest, calculated on a daily basis, at the surcharge for late payment in force, as well as the legally admissible commission for the recovery of the amounts owed and any expenses incurred by the Bank on behalf of the Customer after the entry into default that have been borne by the Bank before third parties. If the account is not provisioned within 5 (five) working days after the verification of the overdue credit, the Bank also reserves the right to: (i) require the Holder to securitise the credit by promissory note; (ii) not execute the Holder's orders or instructions that have as their object the transaction of any amounts deposited or registered in the account.
- 8.5. The nominal interest rate and the APRC applicable to overdrafts and the applicable charges are included in the specific terms and conditions of this contract, will be communicated to the Customer periodically on the statement and may be changed under the terms and conditions provided for in section F hereof.
- 8.6. Notwithstanding the foregoing, the Account Holder expressly acknowledges to the Bank the right to set off claims, as provided by law.
- 8.7. The Customer acknowledges and accepts that, as a rule, and without prejudice to any other solution that may result from the Bank exercising the power provided for in paragraph 8.6 above, any credit transfer made to an account with a negative balance, regardless of its nature or originator, is primarily intended for repayment of the outstanding balance.
- 8.8. The Bank reserves the right to retain possession of the documents that gave rise to the overdraft, namely cheques deposited and not returned, as well as to exercise all rights arising therefrom against the Account Holder.
- 8.9. The Account Holder expressly acknowledges the Bank's right to reverse any transactions made, namely in case of error or mistake and, furthermore, in the other circumstances in which such a reversal is justified, the reversal being made with the same value date as the original transaction.

9. Account Credits

- 9.1. Claims resulting from the delivery of cheques, transfer orders, credit notes or other values for credit to an account shall be subject to the suspensive condition of their effective collection.
- 9.2. In operations involving the deposit of cheques and cash into BPI Deposit Machines, the Bank is expressly authorised to check the value of the cheques deposited and, in the event of any discrepancy between the amounts typed by the Account Holder and those calculated by the Bank, the latter shall prevail, unless proven otherwise. In the case of a cash deposit, the verification is done automatically by the BPI Deposit Machines, and a deposit confirmation receipt is delivered to the Cardholder. In the event of any discrepancy between the amount deposited indicated by the Cardholder and the amount on the deposit confirmation slip, the latter shall prevail.

10. Term Deposits

- 10.1. The establishment of a Time Deposit (hereinafter term deposit) implies the conclusion by the parties of a supplementary agreement to the present General Conditions, containing the respective Special Conditions. The rules concerning the conditions of account operation and ownership shall apply, unless other conditions are expressly agreed.
- 10.2. The crediting interest of the DP is credited to the account with the frequency and at the rates defined in the Specific Conditions in each case.

- 10.3. Unless otherwise provided for, the TDs are automatically renewed on the maturity date, according to the rules and rates in force at the Bank at the time of renewal, unless: (i) the Customer communicates to the Bank up to two (2) business days before maturity that he/she does not intend the renewal, in which case the value of the TP will be credited to the account; (ii) the Bank, communicating its intention to the Customer 15 days in advance, opposes the automatic renewal, in which case the value of the DP will be credited to the account.
- 10.4. The constitution of any deposits subject to a special regime, namely Savings Accounts, depends on the prior agreement of the Bank, once the respective formal and legal requirements have been verified, being subject to the corresponding legal and/or regulatory specific rules for each of them.

11. Mobilisation of Term Deposits

- 11.1. The mobilisation of a Term Deposit complies with the conditions for operating the account.
- 11.2. The Account Holder acknowledges to the Bank the right not to allow the early mobilisation of any Term Deposit while the liabilities remain due and unpaid to the Bank, as well as the right of the Bank to proceed with such mobilisation in its favour in settlement of such liabilities.
- 11.3. Early mobilisation of the TD implies a penalty on the respective remuneration rate according to the conditions established at the time of the deposit.
- 11.4. The Bank may proceed to cancel the TP in cases in which the early mobilisation, or not, of its balance implies the existence of a balance lower than the minimum amount established, at each moment, for this type of deposit.

12. Deposits in the Name of Minors

- 12.1. For deposits made in the name of minors, the latter shall be mandatorily represented by their parents, or whoever exercises guardianship or administration of the minor's assets in their stead, with the exception of deposits made with the express exclusion of parental administration, under the terms of article 1888 of the Civil Code.
- 12.2. Account activity by a minor, when admissible, depends on the authorisation of his/her Representative.
- 12.3. When the Account Holder reaches the age of majority or becomes emancipated, he/she must notify the Bank of this fact, completing the Products and Services Subscription Form as well as the Individual Information Form that will reflect the new conditions applicable to the account, under penalty of the Bank continuing to apply the rules set forth above.

B - BPI DIGITAL CHANNELS

1. General Terms

- 1.1. BPI Digital Channels (hereinafter referred to as Service) to which the provisions of this Section B refer allows the Customer access via telephone, internet or other forms of remote access defined by the Bank at any time, to all the individual accounts of which he/she is a Holder/Legal Representative or to all the joint accounts of which he/she is a co-holder and in respect of which he/she holds powers to, alone and without any restrictions, to operate them, and these powers include all operations that may be ordered by this means, including access to investment operations in financial instruments on domestic or foreign stock exchanges.
- 1.2. A Minor between thirteen (13) and seventeen (17) years of age, holder of a current account, may subscribe to the Service in relation to the account of which he/she is the holder, with the limitations referred to in the following paragraph, if duly authorised by his/her Legal Representative.
- 1.3. The functionalities made available on the BPI Digital Channels, susceptible of use by the Minors authorised to adhere to the Service, are the following: Operation overview; Transfers; Payments; MB WAY service; "See my data" option - consultation only; Cancel and block cards; MB Net service; 3D Secure service (activate/deactivate service and change the mobile phone number associated with the service); "My Finances" option; "Digital Documents" option - consultation only; Configurations; Homebanking services; Alerts and Notifications; About BPI Net option.
- 1.4. The Bank reserves the right, at any time, to add new features to the Service and make them accessible to the Minors authorised to access the digital channels, without the need for prior notice to the minor and/ or their Legal Representative, provided that the use of such features does not require the prior authorisation of the respective Legal Representative, either because they correspond to features already authorised at the time of the conclusion of this contract, or because, under the general terms of the civil code and other applicable legislation, they are features whose respective exercise is not restricted to the natural capacity of a Minor.

- 1.5. Adhesion to BPI Digital Channels takes effect from the moment the Bank grants the last of the following elements: of an (i) Subscription Number (the Customer's unique, personal and non-transferable identification number); of a (ii) Secret Code (secret, unique, personal and non-transferable number, defined by the Bank when subscribing to the Service and mandatorily changed by the Customer after the first access); a (iii) Personal Coordinates Card (a secret, personal, unique and non-transferable identification element issued by the Bank in the form of a matrix of coordinates, always in the name of a natural person who is deemed to be its file depositor) for the purposes of operating the account and carrying out other operations, and (iv) communication by the Customer of an e-mail address. The Personal Coordinates Card is sent to the Customer by post. 1.6. The Bank undertakes to keep the Subscription Number, the Secret Code and the information on the Personal Coordinates Card assigned to the Customer under strict confidentiality.
- 1.7. The Customer undertakes to keep the secret code and personal card information confidential and to prevent misuse by third parties, for which the Customer shall be entirely responsible and shall bear the resulting losses, without prejudice to the following paragraph.
- 1.8. In the event of loss, theft or misplacement of the Coordinates Card, the Customer must immediately inform the Bank of such fact by letter, fax, telephone, e-mail or in person, and may request a new Coordinates Card. The Bank can only be held liable for losses occurring after receipt of the communication of such occurrence.
- 1.9. Except in cases where the Bank may be held liable by way of willful misconduct, serious fault or arising from its liability for risk, namely as regards its obligation to ensure the regular, reliable and credible operation of the equipment and systems that are within its technical and legal sphere, the Bank shall not be held responsible for damages or losses arising from delays, losses, violations, misrepresentations or misunderstandings of the information transmitted, which result from transmission errors, technical deficiencies, interferences or disconnections occurring by means and within the scope of the systems or equipment used by the Customer for accessing and using the BPI Digital Channels.
- 1.10. Similarly, except for the cases set out above where such liability may be imputable to the Bank, the Bank shall not be liable for the damages or losses arising from the abusive use by third parties of the BPI Digital Channels, in cases where the intrusion into the system and the carrying out of fraudulent or unauthorised operations through the Service arise from the Customer's breach of his duty to keep secret the respective Secret Code and Personal Coordinates Card, by providing or allowing access by these third parties to such elements.
- 1.11. The information made available through the BPI Digital Channels, namely quotations, indices, news, studies or other financial information, is obtained through third parties, and the Bank and the entities that provide it cannot be held responsible for the eventual inaccuracy of the data supplied or for the misperception, interpretation or use of the information transmitted. The user undertakes not to transmit or reproduce, by any means whatsoever, any information that has been provided.
- 2. Accessing your account via BPI Digital Channels
- 2.1. Through the BPI Digital Channels, the Customer may: (i) access information on the Bank's products and services; (ii) carry out the banking operations available at any given moment on the account associated with the Service to which he has access, in accordance with the rules defined by the Bank; (iii) carry out purchase, sale, subscription or redemption operations on financial instruments or other products or services made available by the Bank, including the contracting of credit operations; and/or (iv) carry out operations relating to the Payment Cards of which he/she is the holder.
- 2.2. The Customer may, at any time, change the account to which he has access, as well as the nature of the operations to which he wishes to have access, through the BPI Digital Channels.
- 2.3. Irrespective of other rules that may be defined in the future, the Customer's authentication for access to the Service is processed through the indication, by the Customer, of a Subscription Number, as well as a Secret Code defined by the Bank at the time of subscription and mandatorily changed by the Customer after the first access to the BPI Digital Channels.
- 2.4. The Bank may, at any time, restrict the execution of operations through the BPI Digital Channels by requiring the introduction of (i) a coordinate from the Personal Coordinates Card (ii) a unique and specific Authorisation Code consisting of 6 digits sent by the Bank by SMS (short message service) to the mobile telephone number indicated by the Customer for this purpose in the Service (iii) or other security mechanisms that may be defined by the Bank from time to time.
- 2.5. The Customer authorises the Bank to complete and validate all documents necessary for the effective execution and settlement of operations through BPI Digital Channels.

2.6. The Bank may also: (i) not execute orders when the Customer's validation data is not correctly provided; (ii) not execute orders when there is reasonable doubt as to the identity of the person transmitting the order; (iii) not execute orders after a number of failed access attempts to be defined by the Bank; (iv) require that orders relating to high-value movements be transmitted in writing; (v) prevent or introduce limitations on the execution of certain types of operations whenever this is imposed or recommended by virtue of the application of the legal provisions in force in Portugal or in the Customer's territory or State of residence/nationality. 2.7. Subscription or acquisition orders for financial instruments transmitted through the BPI Digital Channels are subject to a reserve requirement on the account, with the Bank making unavailable, from the time of their receipt by the Bank until the time of their financial settlement (where they have been executed) or their withdrawal (where they have not been executed), the amount that is deemed necessary for that financial settlement.

- 2.8. The Bank reserves the right to restrict, suspend or terminate access to the Digital Channels, in whole or in part, or to restrict or suspend the execution of certain operations or transactions through the Digital Channels, whenever: (a) there are grounded reasons relating to the security of the Service or the protection of the Customer's interests or the suspicion of abusive, unauthorised or fraudulent use of the Service, by the Customer or third parties, in particular when operations or transactions are attempted or carried out in violation of the rules of this Agreement or the account conditions; (b) this is deemed appropriate to comply with guidelines or determinations issued by supervisory entities, criminal police bodies or judicial entities; (c) the Customer does not use the Service within 30 (thirty) days after subscribing to the Service; (d) the Customer fails to comply with the obligations arising from contracts entered into with the Bank or the verification of incidents on behalf of the Bank of Portugal.
- 2.9. If access is suspended pursuant to the provisions of paragraph c) of the preceding paragraph, the Customer may request its activation by means of a request addressed to the Bank through the digital channels or the Branch.
- 2.10. The Bank may set a price for the Service, which shall be included and disclosed in the Bank's price list, provided that the Customer is notified of such change 60 days prior to the date it defines to come into force.
- 2.11. The Bank shall adopt additional procedures for confirmation of orders for financial instruments transmitted in public offers whenever the orders exceed the maximum limit established by the Bank at any given time.
- 2.12. If the Customer wishes to trade in financial instruments traded in a currency other than EUR, and has selected the option of settling transactions in EUR, the daily netting of net foreign currency balances (daily netting) shall be carried out, and only the respective foreign exchange transactions shall be carried out on the net balance of transactions traded in a currency other than EUR.
- 3. Legal Effectiveness of Transactions executed through the Service
- 3.1. Instructions for carrying out transactions transmitted by the Customer and/or credit agreements, the purchase or subscription of financial products and/or services through the Service and by using the Customer's identification means required by the Service, shall be deemed to contain the Customer's electronic signature under the terms and for the purposes of the applicable legislation. In these terms, such instructions and/or contracts shall have the same legal and evidentiary value as instructions containing a handwritten signature of the Client on paper and shall thus enjoy full legal effects.
- 3.2. Transactions carried out through the Service shall be confirmed by means of a document generated by the Service itself, which the Customer may print, and/or by means of an account statement. The Customer may request a specific statement for a given transaction or operation and the Bank reserves the right to charge a fee in accordance with the Price List in force. The information that the Bank must provide to the Account Holder, namely transaction execution notes and account statements, will be made available as a Digital Document on the Service or, alternatively, sent to the email address or in paper form to the correspondence address.
- 4. Notifications to Clients relating to investment transactions in financial instruments carried out through the
- 4.1. Communications relating to investment and disinvestment operations in financial instruments carried out through the Service shall be sent by the Bank exclusively to the email address indicated by the Ordering Party. All other mandatory communications to be made by the Bank in compliance with its obligations as a financial intermediary in relation to the operations carried out through the Service shall be sent to all the Account Holders with an e-mail address registered with the Bank, in the case of bearer-financial instruments, or, when registered, to the Account Holder to whom they relate, also to the e-mail address registered with the Bank for this purpose.

- **4.2.** The email addresses used for the communications referred to in the preceding paragraph shall be those indicated by Customers on their Individual Information Form, which Customers shall keep up to date.
- **4.3.** Notwithstanding the provisions of Paragraph 4.1, the Bank may, at the request of the Customer or the holder of the registered financial instrument, and subject to the payment of the fee in force, send the Customer, in paper form, a statement of the stock exchange transactions carried out in the account.

C – PAYMENT SERVICES

1. General Terms

- 1.1. The Payment Services provided by the Bank shall be governed by the provisions of the following clauses, to which the information contained in the SIS (FIN) provided to the Customer prior to entering into this contract shall also apply, and shall be subject to the charges stipulated in the Bank's current Price List, which may be consulted at the Bank's branches or at www.bancobpi.pt. Amendments to the Bank's Price List will be communicated to Customers with 30 days' notice as to the intended date of application, without prejudice to other legally or regulatoryly fixed deadlines.
- 1.2. When using the Payment Services and whenever required, the Customer shall provide the Universal Account Identifier (corresponding to IBAN and BIC/SWIFT) of the accounts involved in the respective operations.
- 1.3. If the Customer so requests, the Bank shall, prior to each payment transaction, provide the maximum execution time for that individual payment order and the charges to be borne by the Customer, specifying the amounts involved, if any.
- 1.4. After receiving an instruction to initiate a payment service and the corresponding funds, the Bank undertakes to credit the Customer's account on the same business day on which the funds are delivered, if the order/funds have been received by 3 p.m. and the order is placed in the currency in which the account is held. If the payment order in the currency in which the account is held has been received by the Bank after the above-mentioned time (as well as the funds inherent thereto), the amount shall be credited to the Customer's account on the next working day. In cases where the payment order implies a currency conversion operation, the above-mentioned deadlines shall be increased by two business days.
- 1.5. The Account Holder acknowledges that the Bank will have the power to prevent debit operations on the Account whenever, in relation to the Account, a request for the return of funds that have been transferred to the Account is received from an entity based in a country not included in the lists of the Financial Action Task Force (FATF) as a risk country or monitored jurisdiction, or through a computer fraud alert system, on the grounds that the transfer of funds is based on fraud: (a) the limitation of debit operations shall be made up to the concurrence of the amounts transferred and up to the value of the amount of the transfer(s) covered by the request for return of funds which is the basis for its exercise; (b) the Holder shall be notified of the restraint of moving the funds; (c) the limitation of debit transactions founded on the exercise of the said faculty shall subsist until one of the following two facts is verified: (i) a court decision is issued and final and conclusive determining the cease of such limitation or confirming its maintenance or (ii) documentation is provided by the Account Holder to the Bank that unequivocally demonstrates the existence by the Account Holder of a lawful claim to the funds transferred..

2. The Bank's liability for non-execution, improper execution or execution of unauthorised payment orders

2.1. Right of rectification

The Customer shall be entitled to have his account withdrawn by the Bank if, having become aware of an unauthorised or incorrectly executed payment transaction, the Customer notifies the Bank thereof without undue delay and within a period of time not exceeding 13 months from the date of the debit. If it is shown that the Customer has not been provided with the information required under this Agreement, the aforementioned time limit shall not apply.

2.2. Unauthorised orders

As a result of the execution of an unauthorised order, the Bank shall refund to the Customer immediately the amount of the payment transaction and, where applicable, restore the debited payment account to the position in which it would have been had the unauthorised payment transaction not been executed. Where the Customer is not promptly refunded by the Bank, interest shall be payable in accordance with the law. The Bank may recover the amount withdrawn if it proves to be undue.

2.3. Debit transfers

If the Customer issues a payment order, the Bank shall be liable for its correct execution, except in the event that the Unique Account Identifier provided by the Customer is incorrect. In addition, the Bank shall refund



to the Customer, without undue delay, the amount of the non-executed or incorrectly executed payment transaction and, where applicable, restore the debited payment account to the state in which it would have been if the incorrect payment transaction had not taken place.

When the Bank acts as the Beneficiary's payment service provider, if it is responsible for the incorrect/ non-execution of the transfer, it shall immediately credit the corresponding amount to the Beneficiary's payment account or make the amount of the payment transaction available to the Beneficiary. Irrespective of its responsibility, the Bank shall, if so requested, immediately endeavour to trace the payment transaction and notify the Customer of the results obtained. The Bank shall also be liable for any charges for which it is responsible and for any interest to which its Customers are subject as a result of the non-execution or defective execution of the payment transaction.

2.4. Direct Debits

When the Bank acts as the Beneficiary's Direct Debit service provider, the Bank shall be liable to its Client for the correct transmission of the payment order to the payer's payment service provider, and shall immediately retransmit any incorrectly/non-executed order. In addition, the Bank shall ensure that the amount of the payment transaction files at the Beneficiary's disposal immediately after it has been credited to the Beneficiary's payment service provider's account. Irrespective of its responsibility, the Bank shall, if requested, make immediate efforts to trace the payment transaction and notify the Customer of the results obtained. The Bank, when acting as service provider of the direct debit payer, shall be liable for the non-/ undue execution of the transfer if the responsibility cannot be imputed to the Beneficiary's service provider. In this case, the Bank shall, where applicable and without undue delay, refund the Customer the amount of the non-executed or incorrectly executed payment transaction and restore the debited payment account to the situation in which it would have been if the incorrect execution of the payment transaction had not occurred. The provisions of the final part of paragraph 2.3 above shall apply to direct debits.

2.5. Refund of direct debit transactions

Provided the conditions laid down by law are met, the Customer shall be entitled to full reimbursement of a payment transaction initiated by or through the Beneficiary, which has already been executed, provided that he/she submits the reimbursement request within 8 weeks from the date on which the funds have been debited.

C1 - BPI PAYMENT CARDS

The BPI Securities and Exchange Deposit account can be operated by means of payment cards issued for this purpose by CaixaBank Payments E.F.C., E.P., S.A.U., with Spanish Tax Identification Number A58513318, and registered in the Oficial Registry of Entities of the Bank of Spain with code 8788, (hereinafter referred to as the Issuer) by means of a contract to be entered into between the Customer and the Issuer, with the Bank acting as agent for the latter, and in accordance with the respective General Terms and Conditions for the Use of Debit Cards.

C2 - TRANSFERS

- 1. Upon receipt of a payment order, the Bank undertakes to credit the account of the beneficiary's Payment Service Provider within the legal time limits, which, in the case of transactions in a currency of a member state and in cases where at least one of the Payment Service Providers is located in the European Union, shall be: (i) on the same day, if the transfer is between accounts opened with the Bank (intrabank credit transfers); (ii) by the final of the following business day, if it is a national or cross-border interbank transfer; the time limit referred to in (ii) is extended to transactions with only one currency conversion carried out in the member state not belonging to the euro area. In the case of a payment order issued by the holder in paper form, the time limits referred to above may be extended by an additional business day.
- 2. In any case, if the transfer order is received by the Bank after 3 p.m. on a business day, on a non-business day or on a business day but immediately preceding a Target public holiday, the transfer order shall, as a general rule, be deemed to have been received on the first following business day.

C3 - DIRECT DEBITS

- 1. Consent for direct debit operations shall be given by the Client, as payer, to the Beneficiary.
- 2. In the case of direct debits, the Client may revoke the payment order until the final of the business day prior to the day agreed upon for debiting the funds.
- 3. Under the legal terms, the Bank shall debit the payment service on the collection dates indicated by the Beneficiary, which shall be considered as previously agreed upon between the Beneficiary and the Client.
- 4. The Customer may determine for each Debit Authorisation, a maximum amount, a limit for the validity period and the frequency he/she wishes to be debited for each direct debit.

5. The Customer has the right to block all direct debits (total negative list), has the right to block all direct debits initiated by one or more Beneficiaries (partial negative list) or to authorise only direct debits initiated by one or more Beneficiaries in particular (partial positive list). When the Client wishes to fix a partial positive or negative list, it must indicate the system Identifier (CREDITOR ID) under which the Creditor in question is registered. The effects resulting from the existence of partial positive/negative lists shall apply exclusively to the CREDITOR IDs indicated by the Client.

C4 - MB WAY SERVICE

1. Definitions

- 1.1. MB WAY service: a payment service which, by associating one or more cards with a mobile telephone number or other pre-defined identificator (such as an e-mail address), enables the following operations to be carried out:
- (i) payment transactions for purchases at merchants subscribing to this service (the "MB WAY Transactions"); and (ii) credit transfers to beneficiaries who are users/members of the MB WAY Service identified through their mobile phone number (the "MB WAY Transfers").
- 1.2. MB WAY App: computer application intended for mobile devices with iOS, An- droid or Windows operating system, developed by SIBS - Forward Payment Solutions, S.A. (SIBS FPS), which allows the confirmation and authentication of MB WAY Transactions or MB WAY Transfers through the introduction of a code (MB WAY PIN) in the application and ensures the necessary data transmission for those operations to be concluded.
- 1.3. The MB WAY Service is governed by the conditions set out in this contract and those contained in the MB WAY App.

2. Accessing and Installing the MB WAY App

- 2.1. The MB WAY Service is available on the BPI Electron Cards, BPI Electron on-line, AEIST Card, BPI Universitário, BPI and BPI Gold.
- 2.2. The MB WAY Service is subscribed by the Customer at an ATM or at one of the channels provided by the Bank, indicating the mobile phone number to be associated to the Service and the MB WAY PIN.
- 2.3. The provision of the MB WAY Service by the Bank is subject to (i) installation of the MB WAY App on the cardholder's mobile device and respective updates whenever notified by SIBS FPS; (ii) the Customer accepting the conditions of use of the MB WAY App and confirming the mobile telephone number or other identificator to be used; and also (iii) the Bank confirming, directly or through SIBS FPS, the activation of the MB WAY Service, by sending an SMS message with an activation code.
- 2.4. The MB WAY App, to be installed on a mobile device with iOS, Android or Windows operating system and respective updates, is provided by SIBS FPS, on behalf of the Bank.
- 2.5. Once the MB WAY App has been installed and the MB WAY Service has been activated, the performance of MB WAY Transactions and/or MB WAY Transfers will also depend on the verification of the following cumulative conditions:
- (i) maintenance, at all times, of the mobile telephone number registered in the APP active and fully operational, and/or of the other pre-defined identificators (such as the e-mail address); (ii) ensuring that the mobile device on which the MB WAY App has been installed is able to receive the message requesting the conclusion of the MB WAY Transaction or MB WAY Transfer (push notification).

3. MB WAY Transfers

- 3.1. In addition to MB WAY Transactions, Customers may also order or receive through the MB WAY App, or other channels made available by the Bank, MB WAY Transfers up to the limits in number and value that, at each moment, are set by the Bank and are available at the Bank's branches and at www.bancobpi.pt.
- 3.2. Customers who have more than one card associated with their mobile telephone number may, when signing up or subsequently, indicate the card associated with the bank account they choose as recipient of the MB WAY Transfers they receive.
- If no such indication is made, each MB WAY Transfer that is sent to you will be pending indication of the card associated with the bank account to which you wish the transferred funds to be credited.
- 3.3. The execution of an MB WAY Transfer ordered by the Customer is subject to the recipient of the funds to be transferred being or becoming a member of the MB WAY Service provided by the Bank or another Credit Institution and indicating the card associated with the bank account to which the funds transferred are to be credited. Otherwise, the transfer will not take place and will not imply any cost for the Customer. Notwithstanding, and in such cases, the Bank shall not be liable for the non-execution of the transfer ordered.



4. Commissions and Charges

4.1. MB WAY Transactions are not subject to any charges associated with the service.

4.2. MB WAY Transfers are subject to the charges fixed in the Bank's current Price List, which can be consulted at the Bank's branches or on the website www.bancobpi.pt.

5. Update of Subscription data

The Customer may change: (i) the mobile telephone number associated with the MB WAY Service, simply by calling an Automated Teller Machine (ATM) or one of the channels to be made available by the Bank for MB WAY Service subscription and management; or (ii) in the event that the identificator associated with the MB WAY Service used is the e-mail address, the change may be made through the MB WAY App or through one of the channels to be made available by the Bank for MB WAY Service subscription and management. Changes to the mobile telephone number or other identificator used for the purposes of the MB WAY Service shall only become effective after the Bank, by itself or through SIBS, which shall act in its name and on its behalf, requests the Customer to provide the new identificator (for example, the new mobile telephone number or the new email address), after which it shall be entered into the system to replace the previous one.

- 6.1. In order to make MB WAY Transactions, the Customer must (i) provide the merchant, the mobile telephone number or the other pre-defined identificator that identifies the Customer for the purposes of using the MB WAY Service; (ii) after receiving the message requesting confirmation of the MB WAY Transaction on the mobile device, the Customer must select on the MB WAY App the card that he wishes to use for the transaction; (iii) check the payment transaction and confirm it, by entering the MB WAY PIN.
- 6.2. To make MB WAY transfers, Customers must (i) select on the MB WAY App, or on other channels made available by the Bank, the transfer option and the card that they wish to use for the transaction; (ii) enter the mobile telephone number of the beneficiary of the transfer, the amount to be transferred and, if desired, a message; (iii) after viewing the transfer costs, confirm the transaction by entering the MB WAY PIN.

- 7.1. The Customer undertakes to keep the MB WAY PIN confidential, for confirmation of MB WAY Transactions and MB WAY Transfers, as well as to ensure that the mobile telephone number and/or other identifications (such as an email address) associated with the MB WAY Service, as well as the mobile device and the MB WAY App installed thereon, are used exclusively by the Customer.
- 7.2. For security reasons, after three (3) wrong attempts to enter the MB WAY PIN, the MB WAY Service will be automatically blocked. The Customer may reactivate the MB WAY Service by entering a new MB WAY PIN and may do so at any ATM or through the channels provided by the Bank for the registration and management of the MB WAY Service.
- 7.3. In the event of fraud, loss, theft, robbery or misappropriation of the mobile devices used by the Customer for the purposes of the MB WAY Service, as well as the identificator(s) and/or the MB WAY PIN, the Customer must immediately cancel the MB WAY Service at an ATM or through any other channel provided by the Bank for the purposes of the MB WAY Service, or, further, by communicating to the Bank under the terms set out in points 9. 2, 9.3 and 9.4 of Subsection C1 of these General Terms and Conditions.
- 7.4. The Bank may temporarily or permanently terminate the MB WAY Service, either entirely or only in respect of certain cards or identificators (such as an e-mail address), under the terms and conditions set out in Paragraph 10 of Subsection C1 of these General Terms and Conditions, or when requested to do so by the ATM payment system operator for reasons of security or misuse of the MB WAY App.

8. Cancellation of MB WAY Service

The Customer may cancel the MB WAY Service at any time at an Automated Teller Machine (ATM) or at any other channel made available by the Bank for the subscription and management of the MB WAY Service, or by written communication addressed to the Bank at the addresses listed in Section G of these General Terms and Conditions.

9. Use and update of data associated to the MB WAY Service

Without prejudice to the provisions of Section E of these General Terms and Conditions, the use and update of data within the MB WAY Service shall also be governed by the following:

9.1. The Customer authorises the Bank to process, by itself or through SIBS or any other entity subcontracted for this purpose, the personal data provided by the Customer to the Bank when signing up for the MB WAY Service, including the data provided for the installation and use of the MB WAY App, whatever the means by which this data is collected, whether by communication to the Bank or to the entity subcontracted by the Bank, with the sole purpose of processing the data being the provision by the Bank of the MB WAY Service.

- 9.2. The Customer accepts that the records made by the computer system through which the MB WAY Service is provided and relating to the operations carried out by the Customer on the system may be used by the Bank for evidential purposes, the provision of statistical or aggregate information or other purposes, within the legal limits.
- 9.3. The Customer undertakes to communicate to the Bank any changes to the data provided when signing up for the MB WAY Service, by updating it in the "Change Data" option of the MB WAY App, through the channels to be provided by the Bank for the subscription and management of the service or through an ATM.
- 9.4. The personal data provided by the Customer when signing up for the MB WAY Service will be processed and stored in a database managed by SIBS FPS or by another entity subcontracted for this purpose.
- 9.5. The Customer declares that he/she authorises the Bank to transmit his/her data to SIBS FPS or to another entity subcontracted in lieu thereof, for the provision of services inherent to the activation, support, management and maintenance of the MB WAY Service, as well as for the development of any activities related to that service.

D-WAGES, EXPENSES AND CHARGES

- 1. The information on interest rates, commissions and expenses associated with opening, maintaining and closing the account, as well as on payment services and account operation means, are included in the Standardised Information Sheet (SIS) provided to the Customer upon signing this Agreement and consequent opening of the account. All other information concerning the commissions and expenses to which the account is subject, as well as the commissions, costs and charges applicable to the financial intermediation services or others provided by the Bank, namely those provided within the scope of the execution of orders received for the execution of operations on financial instruments registered or deposited or to be registered or deposited in the account, and the interest rates practised, are set out in the Price List, which is available at branches, on the Bank's website (www.bancobpi.pt) and through the BPI Digital Channels.
- 2. The Bank may, at any time, debit the account for the amounts corresponding to commissions and other costs and charges, as per the Price List in force, as well as the fees and taxes which are due in terms of
- 3. The fees charged by the Bank shall be increased by any taxes and charges that may be applicable under the terms of the law.
- 4. The Bank may, in connection with the provision of an intermediation activity, offer or receive remuneration, commissions or pecuniary or non-pecuniary benefits to or from third parties, and shall be obliged, where required by law, to inform the Customer of the amount involved or, if the amount cannot be determined, of its method of calculation and, where applicable, to provide information on the mechanisms for transferring such remuneration, commission or pecuniary or non-pecuniary benefit to the Customer.

E – PERSONAL DATA

1. Entity Responsible for Processing:

Banco BPI, S.A., with registered office in Porto, at Av. da Boavista, 1117, 4100-129 Porto, registered at the Porto Commercial Registry with the number 501 214 534.

2. Data Holder

Customer, Representative or Proxy.

3. Contact Details of Data Protection Officer:

The Data Holder may contact Banco BPI's Data Protection Officer by letter addressed to "BPI DPO - Avenida da Boavista, 1117, 4100-129 Porto or via the following e-mail address: dpo.rgpd@bancobpi.pt.

4. Processed personal data

Banco BPI collects and processes the personal data best identified in the Bank's Privacy Policy, namely, identification data, property data and financial data resulting from the business relationship established with Customers. Without prejudice to the Bank's Privacy Policy being made available to Customers at the time of entering into this Agreement and being attached to the Individual Information Sheet signed by Customers, the same may be consulted at any time at https://www.bancobpi.pt/privacy-policy.

5. Purposes of processing

The personal data collected by BPI are processed for the purposes identified in the Bank's Privacy Policy, with emphasis, amongst others, on the following finalities:

(a) Management of commercial, pre-contractual and contractual relations between Customers and Banco BPI;



- (b) Commercial purposes, based on the consent of the Data Subject (in accordance with the authorisations granted);
- (c) Compliance with regulatory obligations related, namely, to the prevention and control of fraud, the fight against money laundering and the financing of terrorism, with obligations in tax matters or, furthermore, with reporting obligations to the competent authorities;
- (d) Legitimate interest of the Bank (namely, credit recovery actions or intervention in insolvency processes or of any other nature with a view to the exercise or defence of the rights to which Banco BPI is entitled as creditor or provider of financial services, carrying out, in the terms of the law, credit assignment operations for the purpose, namely, of credit securitisation operations).

6. Data communication

Banco BPI is obliged by law to communicate its customers' personal data to the regulatory entities that supervise its activity, and to other public/commercial entities. Additionally, the Bank may transmit its customers' personal data to service providers and third parties, necessary for the management of the respective contracts, namely:

(a) Bank of Portugal: Central Credit Register and the Banking System Accounts Database.

Banco BPI is obliged to communicate on a monthly basis to the Central Credit Register of Banco de Portugal the balances of the liabilities associated with the execution of this Agreement and also, namely, the elements relating to the identification of the Customer (Borrower); the amount of the loans granted and the type and value of the guarantees provided; the degree of compliance with payment, the initial and residual periods, and the finality of the loans contracted; overdue loans; the value of the monthly charges associated with the payment of the loans.

- (b) The Customer has the right to access the information that, under the terms referred to in the preceding paragraph, the Bank provides about him/her, as well as the right to request its withdrawal or updating.
- (c) The Tax and Customs Authority:
- (d) The Central Criminal Investigation and Prosecution Department (DCIAP), the Financial Intelligence Unit and other judicial, police and sectoral authorities as provided for in the Law on Combating Money Laundering and Terrorist Financing;
- (e) Companies controlled or participated in by Banco BPI or which have an interest in Banco BPI, such as CaixaBank, S.A. (BPI/CaixaBank Group), within the scope of the measures for the prevention of money laundering, financing to terrorism and fraud, or for the purpose of risk management, as well as the administrative and financial management of the BPI/CaixaBank Group;
- (f) Other credit institutions and financial services, namely financial entities attached to the banking information exchange system (Swift) and payment service providers (Mastercard, Visa);
- (g) The Securities Market Commission, under the terms envisaged in the legal and regulatory framework of the markets of financial instruments.
- (h) Whenever Banco BPI undertakes credit recovery actions or intervenes in insolvency proceedings or of any other nature for the exercise or defence of a right that it is entitled to in a judicial process, customers' personal data, of identification and related to the process in question, are communicated to the intervening judicial authorities;
- (i) Service providers to whom, within the scope of its activity, Banco BPI has recourse

7. Data storage period

The data is kept for the periods necessary for the purposes for which they are collected and processed, as well as to meet the legal and regulatory obligations applicable to Banco BPI or for the Bank's defence in legal proceedings.

8.Exercise of rights and complaints to the Data Protection Supervisor

In order to exercise their rights, including to access their data (right of access) or to request their rectification (right of retification), deletion (right of deletion), limitation of processing (right to limitation of processing), portability (right of data portability) or to oppose their processing in terms of the law, Customers may go to any BPI Premier Branch or Centre, or even use the Digital Channels, through the functionalities made available for this purpose.

The Data Subjects may also, if they so wish, lodge complaints or requests for information with the National Data Protection Commission, which is the national control authority for the purposes of the General Data Protection Regulation and the applicable national law (www.cnpd.pt).

9. Banco BPI's Privacy Policy

Banco BPI's Privacy Policy is available at https://www.bancobpi.pt/politica-de-privacidade.



F-MODIFICATION OF THE GENERAL CONDITIONS

1. The Bank may amend the content of any clause of the General or Specific Conditions of the contracts to which they refer, including those referring to commissions. To this end, the Bank shall notify the Customer or, in the case of joint accounts, the Account Holder indicated on the Products and Services Subscription Form as the Account Holder to be notified, or, if no such indication is made, the first Account Holder, at least two months before the date of entry into force, or within a shorter period provided for in this contract or whenever permitted by law. If the Customer does not agree with the change communicated to him/her, he/she may, free of charge, terminate the contract to which the amended General or Specific Conditions relate up to the business day preceding the date set by the Bank for the entry into force of the change in question. Should the Customer not terminate the contract on the aforementioned terms, the modification communicated to him/her shall be deemed to have been accepted, taking effect on the date set by the Bank for this purpose. The new conditions shall be posted at branches and disclosed on the Bank's website (www.bancobpi.pt), as well as through the BPI Digital Channels or in any other manner previously agreed with the Customer.

2. Changes in interest or exchange rates may be applied immediately and without prior notice, provided that they are based on the reference interest or exchange rates indicated in the Special Terms and Conditions.

G -COMMUNICATIONS, INFORMATION AND STATEMENTS

G1 – Communications and Information

- 1. Communications between the Bank and the Customer shall be conducted in portuguese, without prejudice to the fact that, in the case of information prepared by third parties and where no translation into portuguese is available, the Bank may send the Customer information in English.
- 2. The Customer may contact the Bank at the following addresses/contacts:
- (a) postal address Avenida da Boavista, n.º 1.117, 4100-129 Porto;
- (b) through the Internet site, available at www.bancobpi.pt;
- (c) through the BPI Digital Channels;
- (d) or through the telephone, available 24 hours (+351 21 720 77 00, +351 22 607 22 66, or +351 21 720 77 07 (call to the national landline), through the personalised BPI Cards Helpline or through BPI Direto.
- 3. All written communications and information that the Bank, irrespective of the capacity in which it acts, carries out or provides to its Customers, whether of a contractual nature or arising from applicable legal/ regulatory provision, shall be carried out by one of the following means:
- (a) In electronic support, through the BPI Digital Channels ("Digital Documents" tab). The availability of a new communication/information shall be notified to the Customer by means of a notice sent to the e-mail address referred to in the following paragraph;
- (b) In electronic form, by sending an e-mail message to the Customer at the e-mail address declared by the Customer for this purpose in the Individual Information Sheet or, at a later date, by updating the e-mail address;
- (c) In paper format, by sending postal mail addressed to the Customer to the correspondence address declared by the Customer for this purpose at the time the account was opened, on the Products and Services Subscription Form or, at a later date, by updating the correspondence address. In the absence of such indication, the correspondence will be sent to the residential address of the Holder.
- 4. Without prejudice to that referred to in paragraphs 5 and 6 of this Subsection G1, when the Customer has signed up for BPI Digital Channels, any communications and information shall be sent/provided by the Bank to the Customer in electronic form, through that service, unless the Customer expressly states his intention, at any branch or through the Digital Channels, to receive the communications and information in paper form. Only the information/communications related to accounts corresponding to a certain NUC that the Customer has not adapted to the Digital Channels shall not be covered by this means, in which case the provisions of the following paragraphs 5 and 6 shall apply.
- 5. If the Customer is not a member of the BPI Digital Channels or holds accounts associated with different UANs (NUCs) and one of them has not joined the Digital Channels, the Bank shall send/forward the communications/information relating to the account(s) whose UAN (NUC) has not been joined, to the e-mail address or, where this is not possible, to the correspondence address, pursuant to paragraphs b) and c) of number 3 of this Subsection G1, as applicable. The same will apply in case of technical unavailability of the Service.



- 6. When, under the terms of the applicable law, the communications/information cannot be sent/provided by electronic means, they will be sent/provided on paper to the address indicated under paragraph c) of number 3 of the present Subsection G1.
- 7. In case the account has more than one Account Holder and when it is not mandatory, under the terms of the law, to send the communications or to provide the information to all the Account Holders, the following
- (a) Without prejudice to what is set out in paragraph d) below, where the holder of an account associated with a given UAN (NUC) subscribed to BPI Digital Channels, indicated on the Products and Services Subscription Form as the holder who must be notified, is him/herself a member of those channels, the communications/information will be sent/provided through those channels, with all account holders being deemed to have been duly notified of the communications and information that are sent or provided through that Service to the said holder.
- (b) When the Holder indicated on the Products and Services Subscription Form as the Holder of the account that must be notified is not a member of BPI Digital Channels, or if so, the UAN (NUC) associated with the account has not been subscribed to, the communications and information that must be provided by the Bank in relation to that account will be sent to the e-mail address or correspondence address in accordance with the rules set out in paragraphs 5 and 6 of this Section G1, with all the Account Holders being deemed duly notified of the communications made to those addresses.
- (c) If no indication is given of the Holder to be notified, communications will be made in the name of the first Holder in accordance with the rules set out in the preceding paragraphs, all Account Holders will be deemed to have been duly notified of communications made to those addresses.
- (d) When the communications/information are addressed to a specific Holder, they shall be sent to him/her through the BPI Digital Channels, if he/she is a member, or, failing this, to the e-mail address or correspondence address, in accordance with the rules set out in paragraph 5 of this Section G1.
- 8. The Customer is responsible for keeping the correspondence address, e-mail address and telephone number associated with the Account updated with the Bank, and the Bank shall not be liable for any losses resulting from the breach of this obligation.
- 9. The Bank shall not be liable for any delays, deficiencies, interruptions, security failures or other anomalies resulting from the use of mail (including electronic mail) or other means of communication, or from delivery to a place or person other than the recipient of the information, unless such anomalies are demonstrably attributable to the Bank.
- 10. If more than 2 (two) communications sent by the Bank, including by e-mail, are returned, the Bank may withhold the communications to be sent to the Customer until the respective data are updated.
- 11. The Bank shall also not be liable for damages resulting from the impossibility of executing orders or instructions transmitted by the Customer by any means whatsoever when, for reasons that are demonstrably not attributable to the Bank, its computer systems or the computer systems of third parties whose use is necessary for this purpose do not allow for the timely or complete execution of such orders or instructions.
- 12. In addition to the situations in which it is required by law, the Bank may, whenever it deems necessary, record telephone conversations and electronic communications, namely those relating to the Customer's orders and instructions, and use such records as evidence in any legal proceedings between the parties.

G2 – Statements

- 1. The Bank shall make available free of charge on a monthly basis, in accordance with the rules laid down in Subsection G1 of these General Conditions, a statement containing all mandatory information concerning the payment transactions carried out.
- 2. This statement shall also contain information on the Customer's financial assets, namely information on deposits and other banking products subscribed to.
- 3. Without prejudice to the rules set out in Subsection G1 on the media used for sending communications/ information, the Bank shall provide the Customer with a statement in paper format free of charge when requested by the Customer at any branch or through the Digital Channels.
- 4. In cases where the minimum monthly frequency is not applicable under the law, the Bank shall send the statement at the legally established frequency.
- 5. If the Customer requests the Bank to send the statement by post at a frequency other than that legally established or requests a duplicate of the statement in paper format, the Bank reserves the right to charge the fee established in the Bank's Price List for each case.

6. In the case of low-value payment transactions that are subject to aggregation by the card network manager, the detailed value of each transaction may be viewed on the ATM or via the card helplines referred to in Paragraph 2 of Subsection G1.

H – COMPLAINTS AND OUT-OF-COURT SETTLEMENT OF DISPUTES

- 1. The Bank has a specialised team at its disposal to deal with complaints, which may be lodged at any BPI branch, through the Internet site www.bancobpi.pt, the BPI Direct Service or any other channels indicated and in the manner described in the BPI Investor Manual Chapter "Customer Complaints". The BPI Investor's Guide is available at the Bank's branches and at the website www.bancobpi.pt.
- 2. Complaints may also be lodged directly with the Bank of Portugal by filling in the online complaint form available on the Bank Customer Website or, alternatively, by printing and filling in the form and then sending it by mail to the Bank of Portugal's address indicated on the said Website.
- When applicable, complaints may also be submitted directly to the CMVM by filling in the online complaint form available at the website www.cmvm.pt, or, alternatively, by printing and filling in the said form and then sending it by mail to the CMVM address indicated at the said website.
- 3. Complaints relating to the execution, non-execution or errors in the execution of any order or instruction transmitted under the contracts referred to in the General Conditions herein, except those relating to payment services, shall be submitted within a maximum period of 15 (fifteen) days after the date they are made, failing which their execution shall be deemed definitively approved and accepted under the terms executed.
- **4.** In order to ensure the out-of-court settlement of consumer disputes related to the contracts referred to in these General Conditions, with a value lower than the competence of the first instance judicial court, the Bank assures the Holder, without prejudice to the possibility of, if he so wishes, resorting to judicial means, the recourse to extrajudicial means of claim and resolution of disputes arising from the present contract, through the adhesion to entities legally authorised to carry out arbitration proceedings or to entities registered in the voluntary registration system for out-of-court settlement of consumer disputes, which shall be disclosed by the means provided for in the present contract.
- 5. Without prejudice to the rule of access established in paragraph 4 above, recourse to the entities indicated in paragraph 6 of this clause for the resolution of consumer disputes arising from credit overruns shall not be limited to the amount of the jurisdiction of the court of first instance.
- **6.** The Bank has joined the Consumer Arbitration Centre of Lisbon (www.centroarbitragemlisboa.pt) and the Consumer Information and Arbitration Centre of Oporto (www.cicap.pt). Therefore, the Holder may resort to these Arbitration Centres to solve consumer disputes related to the contracts referred to in these General Conditions, with a value lower than the court of first instance, except for the disputes mentioned in paragraph 5 above.
- 7. In the event of consumer disputes with a value lower than the jurisdiction of the court of first instance arising from contracts concluded online, the Card Holder may resort to the entities identified in paragraph 6 of this clause through the online dispute resolution system, accessible through the Online Dispute Resolution Platform (ODR Platform). For further information, the ODR Platform must be consulted and, if you wish to access it, you must use the registration form at https:// webgate.ec.europa.eu/odr/, indicating, for all due purposes, the following e-mail address of Banco BPI: gestao.reclamacoes@bancobpi.pt.
- 8. Alternatively, if the consumer dispute is cross-border and of lower value than the jurisdiction of the court of first instance, the Cardholder may resort to the Lisbon Consumer Arbitration Centre (www. centroarbitragemlisboa.pt) through the network of national bodies competent for out-of-court settlement of consumer complaints in the field of financial services (FIN-NET network). The resolution of consumer disputes in the field of financial services through other bodies belonging to the FIN-NET network will depend on the Bank's agreement. For further information, the FIN-NET Network should be consulted at https://ec.europa.eu/info/business-economy-euro/banking-and-finance/consumer-finance-and-payments/consumer-financialservices/financial-dispute-resolution-network-fin-net/fin-net-network/ members-fin-net-country/fin-net-members-portugal.pt.

I – SAFEGUARDING OF CLIENT ASSETS

- 1. The Bank participates in the Investor Compensation Scheme, which ensures protection for investors in the event of the financial inability of financial intermediaries.
- 2. Deposits made with the Bank benefit from the repayment guarantee provided by the Deposit Guarantee Fund (Fund) provided for and regulated by Articles 154 et seq. of the RGICSF, whenever deposits become

unavailable for reasons directly related to their financial situation. The Fund guarantees repayment of up to €100,000 per depositor. In calculating the value of the deposits of each depositor, the value of all deposit accounts on the date on which the unavailability of payment by the latter is ascertained, including interest and, for the balance of deposits in foreign currency, converted into Euros at the exchange rate on that date, is taken into account. For further information please consult www.fgd.pt.

3. For further information on the mechanisms adopted by the Bank for the safeguard and protection of its Customers' assets, investor compensation schemes and deposit guarantee scheme, please consult the BPI Investors Manual - Chapter "Safeguarding Customer Assets", which is available at the Bank's branches and at www.bancobpi.pt.

J - CONFLICTS OF INTEREST

- 1. In its relations with Customers, the Bank shall ensure transparent and equitable treatment, giving precedence to the Customer's interests, both in relation to its own interests or those of the companies with which it is in a controlling or group relationship, and in relation to the interests of the holders of its governing bodies or those of its tied agents and employees of both.
- 2. The Conflicts of Interest Policy adopted by the Bank is described in the BPI Investor Manual Chapter "Conflicts of Interest Policy", which is available at the Bank's branches and at www.bancobpi.pt.

L - OUTSOURCING

Without prejudice to the maintenance of its liability towards the Holder, the Bank is expressly authorised to subcontract to third parties for the provision of any or some of the services of reception, transmission and execution of orders and instructions concerning financial instruments, as well as for the provision of the registration and deposit services envisaged in this contract.

M – CONVENTION ON PROOF - ELECTRONIC SIGNATURE

- 1. The Subscription Number, Secret Code, Coordinates Card, authentication codes received by sms or obtained via token for identification, access to Digital Channels and execution of operations, as well as the biometric data for access to the BPI App, are personalised security credentials that allow the Bank to verify the Customer's identity, authenticate the respective access and use of each remote channel, and establish authorship of the orders transmitted therein, embodying an electronic signature, the object of an individual and exclusive right whose use in accordance with the agreement identifies and authenticates the Customer before the Bank and attributes authorship to the instructions and electronic documents thus transmitted and subscribed.
- 2. The parties further agree that the subscription of acts or contracts concluded with the Bank by means of an advanced electronic signature affixed by the Customer shall have the same legal and evidentiary value as the Customer's handwritten signature on paper, under the terms and for the purposes of paragraph 9 of Article 3 of Decree-Law No. 12/2021 of 9 February.
- 3. The Bank shall legitimately assume that any access, request for information, transmission of orders or instructions, subscription of contracts or execution of any legal acts or transactions using the aforementioned personalised security credentials under the terms agreed herein shall be of the Customer's authorship, and the Bank shall not be required to verify it by any other means.
- 4. The provisions of the preceding paragraph shall not be construed as preventing the Bank from opting, at its discretion, to obtain confirmation from the Customer of the orders or instructions received, including written confirmation, with an autograph signature(s), nor shall they prevent the Bank from adopting another form of contractualisation of banking operations at the Bank's request or as a result of a legal provision, which may limit the acceptance of certain types of instructions according to amounts, number of orders or other criteria.
- 5. The orders and instructions received by the Bank, as well as the subscription of contracts or the execution of any legal acts or transactions, provided that they are duly validated through the use of the aforementioned personalised security credentials, shall have full legal effect, and the Bank shall be irrevocably entitled to fulfil or execute them and make the debits and credits resulting therefrom, it being understood, in any event, that the Bank is acting in compliance with the orders and instructions received and the Customer's real will.
- 6. It is expressly agreed between the Customer and the Bank that, under the terms and for the purposes of Article 3(9) of Decree-Law No. 12/2021 of 9 February, the use of the aforementioned personalised security

credentials of the Customer shall have the same legal and evidential value as the Customer's handwritten signature on paper.

7. The provisions of this clause shall also apply to the contracting of products and services with third parties for whom the Bank acts on behalf of and in the name of.

N – TERM, TERMINATION AND RESOLUTION

- 1. The contracts referred to in these General Conditions are concluded for an indefinite period of time.
- 2. Either party may terminate, at any time, the contracts referred to in these General Conditions, provided they notify the other party in writing with a notice period of 30 (thirty) or 60 (sixty) days prior to the intended termination date, depending on whether it is the initiative of the Card Holder or the Bank, respectively.
- **3.** Termination of the Securities and Exchange Deposit Account contract by the Customer shall depend on the declaration, in the case of joint accounts, of all the Account Holders, regardless of the account's operating system, and may take immediate effect, provided that the account has no negative balance and that the Customer has no outstanding obligations to the Bank.
- **4.** In the event of termination of the Securities Account contract (i) the Account Holders shall proceed to withdraw the existing balance until the respective closure and, if they fail to do so by that date, the Bank shall send them a cheque in that amount, less the expenses of issue and mailing, in accordance with the Bank's Price List; (ii) the financial instruments deposited or registered therein shall be used for the purposes indicated by the Account Holders.
- **5.** After the Account closure date, no orders or instructions will be executed by the Bank and all cheques presented to it for payment will be returned. Upon closure of the account, the Cardholder shall return to the Bank the cheque books and other means of payment associated with the account.
- **6.** Termination of the Securities and Exchange Deposit Account contract shall not affect securities transactions that are in progress, and securities acquired as a result thereof shall be disposed of in a manner specifically determined by the Account Holder or, in the absence of any particular indication, in a manner identical to that generally applicable to all other securities of the same type.
- 7. Once the Securities and Exchange Account contract is terminated and the account is closed, as long as the securities remain deposited or registered with the Bank, the Bank shall not be obliged to comply with any new orders concerning securities, other than those relating to their transfer to accounts with other entities where they are to be deposited or registered. Should the Holder not inform the Bank, within 45 (forty-five) days of termination, of the destination of the securities still registered or deposited, the Holder hereby authorises the Bank, without prior notice, to promote the respective sale, on a regulated market or off-market, making the respective proceeds available to the Holder, minus any expenses and commissions that may be incurred. In the execution of the sale, the Bank shall act diligently, loyally and transparently according to the principles of good faith, always giving precedence to the interests of the Holder and executing the sale under the best conditions that the market makes possible.
- 8. Without prejudice to the fulfilment of the procedures described above and provided that, in this particular situation, the Bank gives 70 (seventy) days' notice, the Bank may terminate the MB Account contract if the account has a balance lower than the minimum published at any time in the Bank's Price List and no credit or debit movement has been recorded in it on the Customer's initiative in the 6 (six) months prior to the notice of termination. In such circumstances, the Cardholder acknowledges to the Bank the right to cancel any means or services of payment associated to the account, namely cheques, standing orders and direct debits.
- **9.** The termination of a Securities and Exchange Account contract determines the extinction of the contract for the use of BPI Digital Channels.
- 10. The Bank may terminate immediately by simple written notice to the Accountholders all or any of the contracts contained in this document in the event of failure by the Accountholders to comply with the obligations arising from the same or in the event of failure by the Accountholders to comply with other contracts entered into with the Bank, as well as in the event of abuse by the Accountholders of the payment cards associated with the account or when incidents are detected, on their behalf with the Bank of Portugal or with companies specialised in credit information that are legally authorised to carry out this activity, or when the existence of a payment plan homologated by a court, the filing for insolvency or the declaration of insolvency of any of the Accountholders is recorded.
- 11. Without prejudice to the provisions of the preceding paragraph, the Bank may also terminate this Agreement and close the Account with immediate effect whenever any of the following situations is found to exist: (i) falsity, inaccuracy or inaccuracy of any data provided by the Customer for the purpose of entering

into and executing this Agreement or any transaction provided for herein; and (ii) Customer's breach of legal duties applicable to him/her, namely with regard to anti-money laundering and anti-terrorist financing rules.

O - JURISDICTION AND BURDEN OF PROOF

- 1. For all matters arising from these General Conditions, the court of the defendant's domicile shall be the competent court, without prejudice to the provisions of article 71 of the Civil Procedure Code.
- 2. In the event of a dispute between the Bank and the Holder, the burden of proof lies with the party claiming the fact in its favour, the other party being obliged to cooperate to the best of its ability, namely by providing, to the extent possible, the information and documentation requested concerning the dispute in question.

P - COMMON CLAUSES

The	provisions	set out	in Sections	D to	O are	common	to the	contracts	regulated	in Section	ıs A	(securities
and	exchanges	deposit	accounts),	В (В	PI Dig	ital Chani	nels) ar	nd C (Payr	nent Servi	ces).		

(Signature of the 1st Holder as Identification Document)	Date LL
(Signature of 2 nd Holder / Representative / Attorney as Identification Document)	(Signature of the 3 rd Holder / Representative / Attorney as Identification Document)
ENDORSEMENT/ACKNOWLEDGEMENT OF SIGNATURE(S) (TO BE COMPLETED BY THE BANK)	
(Signature of Bank employee)	Date Mecanographic



DEPOSITOR INFORMATION BASIC INFORMATION ABOUT THE PROTECTION OF DEPOSIT

Deposits in Banco BPI, S.A. are protected by	Deposit Guarantee Fund ¹
Limit of protection	EUR 100.000 per depositor, per credit institution ²
If you have more deposits at the same credit institution	All your deposits at the same credit institution are 'aggregated' and the total is subject to the limit of EUR 100.000 ²
If you have a joint account with other person(s)	The limit of EUR 100.000 applies to each depositor separately ³
Reimbursement period in case of credit institution's failure	10 (ten) business days, until 31 December 20234
Currency of reimbursement	Euro
Contact	Fundo de Garantia de Depósitos Av. da República, 57 - 8° 1050-189 Lisboa, Portugal Téléphone: +351 21 313 01 99 (call to the national landline) Courrier électronique: geral@fgd.pt
More information	www.fgd.pt
Acknowledgement of receipt by the depositor	

Additional information

- ¹ Scheme responsible for the protection of your deposit your deposit is covered by a contractual scheme officially recognized as a Deposit Guarantee Scheme. If insolvency of your credit institution should occur, your deposits would be repaid up to EUR 100.000.
- ² General limit of protection If a deposit is unavailable because a credit institution is unable to meet its financial obligations, depositors are repaid by a Deposit Guarantee Scheme. This repayment covers at maximum EUR 100.000 per credit institution. This means that all deposits at the same credit institution are added up in order to determine the coverage level. If, for instance, a depositor holds a savings account with EUR 90.000 and a current account with EUR 20.000, he or she will only be repaid EUR 100.000. This method will also be applied if a credit institution operates under different trademarks.
- ³ Limit of protection for joint accounts In case of joint accounts, the limit of EUR 100.000 applies to each depositor. However, deposits in an account to which two or more persons are entitled as members of a business partnership, association or grouping of a similar nature, without legal personality, are aggregated and treated as if made by a single depositor for the purpose of calculating the limit of EUR 100.000. In some cases, outlined in Article 166 (2) (a), (b) and (c) of the Legal Framework of Credit Institutions and Financial Companies, approved by Decree-Law no. 298/92, of 31 December, deposits are protected above EUR 100.000. More information can be obtained under www.fgd.pt.
- ⁴ Reimbursement The responsible Deposit Guarantee Scheme is the Deposit Guarantee Fund, domiciled at Av. da República, 57 8°, 1050-189 Lisboa, Portugal, telephone +351 21 313 01 99 (call to the national landline), e-mail: geral@fgd.pt and website www.fgd.pt. It will repay your deposits (up to EUR 100.000) no later than (i) 10 business days, from 1 January 2021 to 31 December 2023, (ii) from 1 january 2024, within 7 business days.



DEPOSITOR INFORMATION BASIC INFORMATION ABOUT THE PROTECTION OF DEPOSIT

In case the FGD is required to make any repayments before 31 December 2023, an amount of up to depositors covered by the guarantee, within a maximum of 7 business days, a tranche of up to EUR 10,000 of their deposits guaranteed by the FGD (Deposit General Fund). Further information can be found at www.fgd.pt.

Other important information - In general, all retail depositors and businesses are covered by Deposit Guarantee Schemes. Exceptions for certain deposits are stated on the website of the responsible Deposit Guarantee Scheme. Your credit institution will also inform you on request whether certain products are covered or not. If deposits are covered, the credit institution shall also confirm this on the statement of account.