



Branch Code

Branch code input fields

NUC<sup>1</sup>

NUC input fields

Sort Code

Sort code input fields

Personal Details

1st Account Holder

1st Account Holder name input fields

NIP<sup>2</sup>

1st Account Holder NIP input fields

2nd Account Holder or Representative or Attorney of the Account Holder

2nd Account Holder name input fields

NIP

2nd Account Holder NIP input fields

3rd Account Holder or Representative or Attorney of the Account Holder

3rd Account Holder name input fields

NIP

3rd Account Holder NIP input fields

Is there a beneficial owner who is not Account Holder? No Yes

Products & Services

Deposit Account

Renewal New Updated

Account for Personal Professional (sole traders and LP only) use

Operating conditions: Individual Either-to-sign Both-to sign Combined

Detailed operating conditions

BPI Directo/BPI Net

Fill in only if you are not a BPI Directo/Net user. Each user will receive a username and a password.

1st Account Holder 2nd Account Holder 3rd Account Holder

Address Information

Name: Account Holder Business Name

Address: Residence Business Other, as shown below:

Address input fields

Postcode -

Location

City

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 Account and to grant me/us access to the products and services herein set out and which are ruled by the General Conditions (v. 01/11/2018) and the Special Conditions attached hereto, notably the Standardised Information Form 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 sign.

I/we hereby declare that I/we have received a username and password to access BPI Directo/BPI Net.

Date

(Signature of the 1st Account Holder as in ID)

(Signature of 2nd Account Holder/Attorney as in ID)

(Signature of 3rd Account Holder/Attorney as in ID)

VALIDATION/VERIFICATION OF SIGNATURE(S) (to be filled in by the Bank)

Date

(Signature of Bank Employee)

Bank Employee ID No.

1 NUC - Portuguese acronym for "unique account number"

2 NIP - Portuguese acronym for "personal identification number"

## ACCOUNT OPENING - GENERAL CONDITIONS

1. This document sets out the General Conditions for the following agreements: (i) Deposit Account, (ii) BPI Directo/ BPI Net Services and (iii) Payment Services, including debit and credit transfers, and direct debits, to be entered into between Banco BPI, S.A., a public company (hereinafter referred to as the Bank), with its registered office at Rua Tenente Valadim, 284, 4100-476 Porto – with a share capital of € 1,293,063,324,98 registered at the Commercial Registry Office of Porto under unique taxpayer reference number 501 214 534, an entity subject to the supervision of Banco de Portugal, registered under number 10 and the Customer identified in the Products and Services Application Form. These General Conditions shall be incorporated in the aforesaid agreements at the time they are entered into.
2. The Bank is registered under number 300 at CMVM (the Portuguese Securities Market Commission), Rua Laura Alves, no. 4, 1010-138 Lisbon, and on the internet at [www.cmvm.pt](http://www.cmvm.pt), to conduct financial intermediation
3. BPI is registered as an insurance intermediary, under number 207 232 431, with Insurance Supervisory Authority and Pension Funds at Av. da República, no. 76, in Lisbon, and on the internet at [www.asf.com.pt](http://www.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 at [www.bancobpi.pt](http://www.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 its Customers.
6. Any agreement concerning the Deposit Account, BPI Directo/BPI Net Services and the Payment Services shall be deemed to be entered into only upon receipt by the Bank of the General Conditions, the Personal Information Form and the Products and Services Application Form, duly filled in and signed by the Customer or by a duly authorised representative, with the intention to open a Deposit Account, register for BPI Directo / BPI Net Services and/or to use the Payment Services duly ticked on the Products and Services Application Form, as well as of any and all documents legally required for the purpose, or which the Bank may deem necessary to comply with its legal obligations, and such applications shall be deemed to be accepted and the aforesaid agreements duly entered into: **a)** in the case of the Deposit Account Agreement, from the moment the Bank allows that the account be debited and credited; **b)** in the case of BPI Directo/BPI Net Service Agreement, from the moment the Bank gives its Customer its Username and Password; **c)** in the case of the Payment Services Agreement, after the Bank or the Issuer makes available the payment instruments.

### Definitions

In these General Conditions, including recitals above, save where the context otherwise so requires, the following capitalised terms (whether in singular or plural) shall bear the following meaning:

**Account** - The Deposit Account opened with the Bank for deposit of products other than securities (demand or time deposits), which has also the nature of a payment account, through which one or more payment service users execute payment transactions, and for registration and deposit of financial instruments.

**Authorised Representative/ Attorney** - The representative(s) of minors, disabled or incapacitated persons, and the attorneys of the Customer.

**Bank** - Banco BPI, S.A.

**Business Day** - Any day on which the payment service provider of the payer or the payment service provider of the payee involved in the execution of a payment transaction is open for business.

**Customer/Account Holder** - The person(s) duly identified in the Personal Information Form, who has/have signed the agreements set out in these General Conditions, hereinafter referred to as “Customer” or “Account Holder”.

**Payment Card** - Payment instrument linked to a BPI Deposit Account issued by CaixaBank Payments E.F.C., E.P, S.A.U., and which enables, among other transactions, payments, cash withdrawals and money transfers, in accordance with the General Conditions of the issuer, which must be signed for this payment service to be used.

**Direct Debit** - A payment service for debiting the payer’s payment account, where a payment transaction is initiated by the payee on the basis of a consent given by the payer to the payee, or to the payment service provider.

**European Standardised Information Sheet, or ESIS for the Demand Deposit Account** – a standardised information sheet that contains all mandatory information on the demand deposit account and which forms part of the General and Special Conditions of the Account.

**GFCIFC** - The General Framework of Credit Institutions and Financial Companies approved by Decree-Law 298/92, of 31 December. Online Statement – document made available by the Bank in electronic form, which allows the Customer to save it for viewing and exact reproduction at a later date.

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

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

**Payment Institution** - Any legal person that has been granted authorisation to provide and execute payment services across the SEPA zone.

**Payment Instrument** - Any personalised device or a set of procedures agreed between the payment service user and the payment service provider and used by the payment service user in order to initiate or authorise a payment order.

**Payment Order** - Any instruction by a payer or a payee to his payment service provider, requesting the execution of a payment transaction.

**Payment Service Provider** - Any of the following person when carrying out payment services: (i) credit institutions, including electronic money institutions headquartered in Portugal (ii) credit institutions headquartered in Portugal; (iii) universal postal service providers; (iv) the Portuguese State, Autonomous Regions, government departments and local authorities, when not acting in their capacity as public authorities, (v) Banco de Portugal when not acting in its capacity as public authority; (vi) credit institutions, including electronic money institutions and payment institutions established in another member state of the European Community, provided that payment services are properly authorised in their home country.

**Payment Services** - The services enabling: **a)** cash to be placed on a payment account, as well as all operations required for operating the said account; **b)** cash withdrawals from a payment account, as well as all operations required for operating the said account; **c)** the execution of payment transactions, including transfer of funds on a payment account through the execution of (i) direct debits;

(ii) payment transactions through a payment card or a similar device; (iii) bank transfers, including standing orders; d) payment transactions where funds are covered by a credit line for a payment service user: (i) direct debits, namely of a one-off nature, (ii) payment transactions through a payment card or a similar device, (iii) bank transfers, including standing orders; e) the issue or acquisition of payment instruments; f) money remittance; g) the execution of payment transactions where the consent of the Customer to execute a payment transaction is given by means of any telecommunication, digital or IT device, and the payment is made to the telecommunications /IT system / network operator.

**Payment Transaction** - An act initiated by the payer or the payee, of placing, transferring or withdrawing funds, irrespective of any underlying obligations between the payer and the payee.

**Personal Information Form** - The Customer Information Form containing personal and professional details, information about assets and contacts, as well as specimen signatures supplied by the Customer and valid to operate the Account(s), for which a specific signature has not been made available, and all agreements connected therewith, such as the Bank's Privacy Policy and the consents provided by the Client, when applicable, for the treatment of your personal data by the Bank.

**Products and Services Application Form** - Application form for the Deposit Account Agreement and for Products and Services such as BPI Directo/BPI Net and Payment Services.

**SEPA** - Single Euro Payments Area.

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

**Target Business Day** - any day from Monday to Friday, except for Target holidays: New Year's Day, Good Friday, Easter Monday, 1 May, Christmas Day and 26 December.

**Tariff of Charges** - a set of information on general conditions, at any time, with effects on assets, for financial products and services offered by the Bank, which comprises a "Fees and Charges Leaflet" and a "Interest Rate Leaflet", and which can be found at any branch of the Bank or at [www.bancoppi.pt](http://www.bancoppi.pt).

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

## A – DEPOSIT ACCOUNT

### 1. General rules

**1.1** The opening, operation and closing of the account with the Bank is governed by these General Conditions, the Special Conditions, as agreed with the Customer, the ESIS of the Demand Deposit Account, any law in force and general banking usage.

**1.2** The opening of the account entails: (i) completion by the Account Holder, his/her Authorised Representative and/or Attorney, of the Personal Information Form and the Products and Services Application Form; (ii) the submission to the Bank by the Account Holder, Authorised Representative and/or Attorney of all documents required by law, and the submission by these two latter of the relevant evidence of their authority; (iii) the deposit of an amount of not less than the minimum amount set by the Bank.

**1.3** Provided that the Account Holders are identified and the initial deposit is made, the Bank may agree that the account be opened. However, payments into or out of your account can only be made upon submission of all information required by the Bank and delivery of the corresponding proof.

**1.4** Failure to submit all documentation / information required by the Bank within thirty (30) days from the date of account is opened, the account shall automatically be closed, in accordance with the provisions set forth in Section N.

**1.5** The Bank may also automatically close the account if it deems that, after checking the documents and information provided by the Customer for the purpose of opening the account, the anti-money laundering and terrorist financing applicable rules and/or internal policies are breached.

**1.6** These General Conditions shall apply to all accounts opened with the Bank, and which have the same Account Holders and the same operating conditions.

**1.7** Unless otherwise instructed, signatures appearing on the Personal Information Form are valid for all agreements or accounts opened with the Bank on behalf of the Account Holder.

**1.8** Any fees and charges associated with or applicable to the opening, maintenance and operation of the account are set out in ESIS delivered to the Customer upon registering for these General Conditions, as well as the Tariff of Charges at any time in force, available at any branch and at [www.bancoppi.pt](http://www.bancoppi.pt).

### 2. Account holders and account operating conditions

**2.1** In the case of a single Account Holder, the account is a sole account and may be operated by the Account Holder or his/her duly empowered Attorney.

**2.2** If there is more than one Account Holder, the account is a joint account and may be, at their Account Holders' option outlined in the Products & Services Application Form: (i) on a both-to-sign basis, whereby assets or values deposited can only be handled, in whole or in part, by all Account Holders or upon their authority; (ii) on a either-to-sign basis, which means that it may be operated by any of the Account Holders without the consent or intervention of the others, and the Bank shall be discharged of any liability for any failure to comply with orders given by one of the Account Holders only, including the delivery, in whole or in part, of financial assets or securities deposited and/or registered and investments and capitalisation transactions carried out on behalf of any of the joint Account Holders, and for any withdrawal, in advance or not, of any deposits, as all Account Holders are depositors who are jointly and severally liable towards the Bank; (iii) combined, in which the liability of all Account Holders is partially joint and several, and the operating conditions are set in writing by all Account Holders.

**2.3** The Account Holders acknowledge and accept that should they opt for a both-to-sign or mixed joint account, the corresponding account operating scheme shall not apply to any debits made by the issuer when executing payment Cards agreements signed by the Account Holders, and debits may be made through these means of payment to the balance of the account, irrespective of the

Account Holder who has made them, waiving any previous or subsequent consent of the other co-Account Holders for the purpose.

**2.4** Without prejudice to Banco BPI 's legal obligations to fulfil its duties, and notwithstanding the specificities of certain financial products, in the case of accounts held by minors, the legal representatives of the minor account holder shall operate said account in the interest of the minor, that is, using the same care with which they manage their property (according to article 1897 of the Civil Code) and with full respect for the legal framework applicable to the administration of a minor's assets, namely under the provisions of articles 1888 and 1889 of the Civil Code, and acknowledge that it is not up to Banco BPI to check the origin of or the use given to the money or capital of the minor.

**2.5** Any change to the operating conditions, as well as the addition of another Account Holder or the granting of operating powers to attorneys, must be approved by all Account Holders and requires the completion of a new Products & Services Application Form, signed by all Account Holders, which may require that all taxes or fees set out in rules in force be paid upfront.

**2.6** The Customer acknowledges and accepts that any change set forth in the preceding paragraphs shall cause termination of the agreements concerning the means to operate the Account that contemplates certain conditions of operation which, by virtue of said changes, no longer exist.

**2.7** In case of contradictory instructions on any deposited values given by any of the Account Holders, either on a either-to-sign or a combined basis, the Bank reserves the right to act on the instruction received first and fit to be complied with or, alternatively, to refuse to comply with such instructions without confirmation from all the Account Holders.

### **3. Means to operate the account in respect of assets other than financial instruments**

**3.1** The account may be operated by means of cheques, payment cards, standing orders or transfer orders given through the means at any time made available by the Bank, in all these cases under the terms agreed for the purpose with the Bank or with another payment service provider. The possibility for the Customer to give instructions by postal or electronic mail, fax or telephone for the Bank to execute a certain movement or transaction on the account must be laid down in an agreement specifically entered into for the purpose.

**3.2** Where no specific instructions are given, namely in respect of the clear indication of the account number, all debits or credits to be made on behalf of an Holder of several accounts shall be made in the account at the Bank's option.

**3.3** All documents concerning the account activity may be microfilmed or scanned under the terms of the law.

### **4. Cheques**

**4.1** Cheque books are issued upon request of the Account Holder, through means made available by the Bank for the purpose, and the cheque convention shall be deemed to be accepted, subject to the relevant Uniform Law and other laws and regulations in force at the time the Bank agrees to issue the cheque books. The Bank reserves the right not to deliver cheque books or to limit their number.

**4.2** Except for the first cheque book, which shall always be handed over as provided by the law, unless otherwise stated, the Bank shall send the requested cheque books by post to the latest address given on the Products & Services Application Form, and they shall be deemed to have been received within 5 (five) business days following the date the cheque book was requested, and the Bank shall be discharged of any liability for either loss and/or misuse thereof.

**4.3** The Account Holder undertakes to keep the cheque book supplied by the Bank in a safe place, and shall be liable for any loss, theft or misuse of the cheques in case a written report is not sent in due time to avoid unauthorised use. Should the account be closed, the Account Holder hereby undertakes to return all unused cheques, and the Bank shall be discharged of any liability for any consequence of failure to fulfil such obligation.

**4.4** The Account Holder is aware that his/her name may be included in a list of cheque defaulters (the Portuguese LUR), in compliance with the applicable law and Banco de Portugal rules. The Bank shall be expressly discharged of any liability should the name of the Account Holder be included in the LUR list by virtue of being a joint Holder of the account on which the cheque at the origin of the restrictive measure on cheque usage was drawn.

**4.5** The Account Holder represents that no administrative or judicial restrictive measure on cheque usage is pending against him/her and undertakes to return all unused cheques in case he/she may become the object of termination of the cheque convention.

**4.6** The Bank reserves the right to issue cheques with an expiry date, and thenceforth they cannot be filled in nor issued and must be returned to the Bank. However, the Account Holders accept that the Bank may at its discretion honour any cheque which may be issued after it has expired.

### **5. Deposit and registration of financial instruments**

**5.1** In case of a joint account, the financial instruments registered or deposited therein shall be deemed to be the property: **(i)** in the case of registered, dematerialised financial instruments, of the Account Holder whose name appears in the account records as their owner; **(ii)** in the case of registered securitised financial instruments, of the Account Holder whose name appears on the certificate; **(iii)** in case of bearer financial instruments, dematerialised or securitised, of the Account Holder whose name appears in the account records as their owner or, should there be no indication thereon, of all the Account Holders, in co-ownership, and all joint account holders shall be deemed to have equal shares, irrespective of instructions otherwise.

**5.2** The Bank may at any time refuse to register or deposit financial instruments in the Account where such financial instruments do not meet any legal requirements or somehow do not comply with the law and regulations in force.

**5.3** The Bank shall make available at its branches or via telephone or any electronic means used for the transmission of orders and instructions concerning financial instruments, any information: **(i)** on any special risks concerning investment decisions about financial instruments; **(ii)** on associated costs; **(iii)** on instruments to guarantee or protect the Account Holder; **(iv)** that is publicly released in respect of financial instruments registered or deposited in the account.

**5.4** Without prejudice to the duty to update registers, under the terms of Article 68 §1 (c), (e),(f) and (j) of the Securities Code, the Bank shall use every endeavour to provide the Customer with prior information on the exercise of rights attached to financial instruments issued by entities not subject to the Portuguese Law and held by the Customer, and which are included or registered with a foreign controlling authority to which the Bank is not a participant, but shall not, however, be obliged to provide such prior information.

**5.5** Upon any corporate event impacting on the purchase price of financial instruments deposited or registered with Banco, Banco shall adjust such value assuming that the Customer only holds financial instruments of the same type, nature and entity deposited or registered with us, and the Customer shall notify Banco BPI prior to the occurrence of the aforesaid event, if it is not the case.

## 6. Operations Pertaining to Financial Instruments

**6.1** Financial instruments registered or deposited in the account may be transacted under the same operating terms and conditions from time to time in force for the account.

**6.2** In case of a either-to-sign joint account, each Account Holder may give instructions for the purchase, either in his/her own name or on behalf of the other Account Holders, of new financial instruments into the account and transact all financial instruments registered or deposited, as well as give instructions for the exercise of their ownership rights, even if such financial instruments are deemed to be the property of one Account Holder only; therefore, each Account Holder is deemed to hereby grant powers of attorney to the remaining Account Holders.

**6.3** In case of a combined joint account, Account Holders empowered to operate the Account may give instructions to purchase, under the terms of paragraph 6.2., and transact all financial instruments registered or deposited, as well as to exercise their ownership rights, even if such financial instruments are considered to be the property of other Account Holders of the same account.

**6.4** In case of a both-to-sign or combined joint Account, and irrespectively of what may result from the application of the rule set forth in 6.3, registered financial instruments may also be transacted by their Account Holders, who may also appoint one of their number to be their common representative, who shall be authorised to give instructions to purchase, under the terms mentioned in 6.2. above, and to transact all registered or deposited financial instruments, as well as to give instructions for the exercise of their ownership rights.

**6.5** The redemption of units in Retirement Benefit Plans (PPR) or Retirement Benefit/ Education Plan (PPR/E) can only be requested by the Holder of the account in whose name they are registered.

**6.6** Transacting financial instruments registered or deposited in the name of minors is subject to legal restrictions.

**6.7** Without prejudice to the provisions of Article 326 of the Portuguese Securities Code, the Bank undertakes to provide the services of reception and transmission and/or execution of orders, within the limits of the law and regulations in force, as provided for, respectively, in sections a) and b) of Article 290 of the Portuguese Securities Code, carrying out operations pertaining to financial instruments ordered by the Account Holder.

**6.8** Orders and instructions concerning financial instruments may be given in writing, with the Account Holder's signature, or through any other means, notably by telephone or computer.

**6.9** The execution of orders and instructions given requires, as applicable, that the financial instruments concerned be blocked and the account be duly funded to cover all costs, expenses, fees, taxes and levies, if any, and the Bank shall be irrevocably authorised and mandated to debit the account accordingly.

**6.10** Orders given remain valid for a period established by the payer, and such period cannot exceed one year from the day following the date the order is received, or for a lesser period set by the Bank, pursuant to the execution venue or the nature of the financial instruments object thereof, and they are revocable under the terms and to the extent permitted by law and applicable regulations. Should the payer not set the expiry date, orders shall be valid until the end of the day they were given, or, in case they were given after the trading session of the relevant trading facility is closed, shall be considered until the end of the following day.

**6.11** The Bank shall use any and all endeavours to obtain the best possible result when executing all orders received, namely in terms of price, costs, speed, likelihood of execution and settlement, size, nature or any other relevant consideration. The Bank's policy on best execution is laid down in BPI Investor Handbook – Chapter "BPI Group's policy on best execution", available at any Bank's branch and on website [www.bancobpi.pt](http://www.bancobpi.pt).

**6.12** Without prejudice to the provisions set forth in the preceding paragraphs, the execution of orders given by the Account Holder in respect of financial instruments registered or deposited in his/her account or which, after being purchased, should be mentioned therein, as well as the settlement and clearing of the corresponding transactions carried out on regulated markets, shall fully comply with the duration, terms and conditions set out in the law and regulations established by regulatory authorities of the relevant market.

**6.13** Should: (i) the Bank have decided to execute an order given by the Account Holder to dispose of financial instruments and the Account Holder has no sufficient number of such financial instruments in his/her account for the transaction to be carried out, or (ii) for any other reason whatsoever, it is evident that on the settlement date for the disposal of financial instruments, the Account Holder has not enough financial instruments in the account for the transaction to be carried out, the Bank shall be authorised, on behalf of the Account Holder, to purchase such assets at the best price and quantity required to make such transaction, and the Account Holder shall bear all costs, expenses and fees incurred with the transaction, in accordance with the tariff of charges in force, including any interest due by virtue of any authorised overdraft resulting from cash settlement of the purchase, at the maximum rate applied by the Bank on lending transactions, plus surcharge for late payment in force, the legally accepted fee for recovery of outstanding values and charges following the entering into default and which may have been incurred by the Bank on behalf of the Customer towards third parties.

**6.14** Should: (i) the Bank have decided to execute an order or instruction given by the Account Holder for the acquisition of financial instruments or for the exercise of rights and the Account Holder has not enough money in his/her account for the transaction to be made, or (ii) for any other reason whatsoever, it is evident that on the settlement date for the acquisition of financial instruments, the Account Holder has no sufficient funds for the transaction to be carried out, the Bank shall be authorised, on behalf of the Account Holder, to sell such financial instruments, and the Account Holder shall bear all costs, expenses and fees incurred with the transaction, in accordance with the tariff of charges in force, including any interest due by virtue of any authorised overdraft, at the maximum rate applied by the Bank on lending transactions, plus surcharge for late payment in force. Without prejudice to the aforesaid, the Bank reserves the right to at any time restrain the execution of any order to subscribe for or purchase financial instruments to the availability of funds in the account, and it may make unavailable any amount likely to be required for cash settlement until the order is executed.

**6.15** In case the proceeds of the sale of the financial instruments referred to in § 6.14 is not enough to cover the full amount owed, the Bank shall notify the Account Holder to fund the account with the remaining outstanding amount within 15 (fifteen) days, at the end of which the Bank shall be authorised to sell any other financial instruments registered or deposited in the account or on any other account held by the same Account Holders and use the proceeds to pay the outstanding amount.

**6.16** The nominal interest rate and the typical APR to be applied in the event of excess of overdraft limit, and the applicable fees thereon, which are laid down in the special conditions of BPI debit card agreement, will be reported to the Customer in the account statement and may be changed under the terms and conditions set forth in Section F herein.

**6.17** Failure to comply with the obligation to pay any fees, taxes or levies, the outstanding amounts shall be subject, mutatis mutandis, to the provisions set out in § 6.14 and 6.15.

**6.18** When executing orders and instructions received, the Bank shall privilege the implementation and protection of the Account Holder's interests, without prejudice to being expressly authorised to become a counterparty in agreements or transactions at the Account Holder's request, provided that the Bank is interested therein and that the desired conditions are met without jeopardising the position that would result for the Account Holder if the agreement or transaction had been made with third parties.

**6.19** The Bank shall inform the Account Holder, under the terms of the law and regulations in force, of every transaction ordered by it, or of the reasons why such transaction was not executed, where applicable.

**6.20** The Customer expressly authorises the Bank to aggregate orders. The policy adopted by the Bank to allocate and aggregate orders is set out and detailed in BPI Investor Handbook – Chapter "BPI Group's policy on order aggregation and allocation", available at any branch of the Bank and on the website [www.bancobpi.pt](http://www.bancobpi.pt).

**6.21** In accordance with Article 330(7) of the Portuguese Securities Code, the Customer expressly authorises the Bank to execute orders related to financial instruments outside a trading platform (regulated market, multilateral trading facility (MTF) or organised trading facility (OTF)).

**6.22** Prior to issuance of the order pertaining to financial instruments by the Account Holder, the Bank will provide information about the estimated aggregate value of commissions and other costs, related to (i) the financial instrument and/or (ii) the investment service and/or auxiliary service provided, as the case may be, as well as the estimated amount of the operation in question. At the Customer's request, the Bank will present itemised information on the value of commissions and other costs.

**6.23** Whenever the transmitted order pertaining to financial instruments does not include any price limit, the Bank is not required to alert the Account Holder of such circumstance, or to present additional information to the Customer concerning the exact date and time corresponding to the last market price. The Bank also is not required to alert the Account Holder whenever the price indicated in the order presents a deviation equal to or greater than 10% from the last market price.

**6.24** The Bank shall not reintroduce orders relating to financial instruments that are cancelled by the market management entity following the occurrence or announcement of certain types of events related to the particular issuer that are likely to materially affect the price of such financial instruments or any other occurrence that establishes such cancellation.

**6.25** In the context of the trading protection mechanisms defined by management companies in Euronext-regulated markets, when execution of the Customer's order may cause a collar breach in the financial instruments in question, the order may be partially executed at prices within limits, subject to specific execution conditions with respect 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 Account Holder, all rights to dividends, interest and proceeds of any kind attached to registered or deposited financial instruments, as well as the right to repay, redeem or pay them off. Net proceeds resulting from the exercise of such rights shall be credited to the account.

**7.2** Unless instructions otherwise given by the Account Holder and received in due time, the Bank shall also exercise, on behalf of the Account Holder, all rights attached to share capital increases through incorporation of reserves, as well as, where applicable, the right to receive, free of charge, for any reason whatsoever, any financial instruments allocated as a result of ownership of other securities registered or deposited in the account.

**7.3** However, and unless otherwise instructed by the Account Holder in due time, the Bank shall not be bound to exercise, on its behalf, any rights attached to registered or deposited financial instruments that may require the provision of any consideration, even where such rights embody pre-emptive rights.

**7.4** Upon instructions given by the Account Holder to exercise the rights mentioned in the foregoing paragraph, the Bank shall only do so if it has been previously given the consideration to be provided, and such consideration shall be deemed to exist, in case the consideration is to be provided in cash, when the Account Holder has, on the date the instruction is given, the account with sufficient funds to pay the amount owed, plus costs, expenses and fees in accordance with the tariff of charges in force, and the Bank is expressly authorised to make such debit, as well as, if deemed fit, not to make available such amount until the transaction is cash settled.

**7.5** For the purpose of the provisions of the preceding paragraphs, the Bank is expressly authorised to do all acts required or convenient, as well as to use all endeavours to protect the Account Holder's interests.

**7.6** The Customer accepts that the Bank, within its financial intermediation business and the provision of investment services in financial instruments, as laid down in Article 289 and following of the Securities Code, shall do all acts necessary to comply with any law, regulation and contractual provision applicable to financial instruments that are the object of the provision of such services, including those applicable to the issuer, the markets where the financial instruments are traded or admitted to trading, the financial intermediaries operating in those markets and their management and supervisory authorities. The Bank shall be inter alia expressly authorised to provide to said entities, where required, under the terms of the aforesaid regulations, all relevant information about the Account Holder and/or beneficial owner of the financial instruments deposited in the account, as well as about all transactions carried out through the Bank, including any documents concerning the Account Holder and those transactions which, under the terms of the law, the Bank should gather and store.

## **8. Payments into and out of the account and excess of overdraft limit**

**8.1** The Bank reserves the right to make payments out of the account, namely those resulting from instructions given by the Account Holder duly authorised to operate the account, irrespective of where the account is held, as well as to debit any fees, expenses, charges, default interest and taxes thereon.

**8.2** The Customer must have sufficient funds in his/her account by the end of the day before the date agreed with the creditor for the execution of the debit; in case of lack of or insufficient funds, no debit shall be made, and the payment instruction shall be returned to the creditor's banker, irrespective of the nature of the transaction, and the Customer shall bear any legal consequences, namely of a tax nature.

**8.3** In case of insufficient funds, the Bank shall be authorised to make such payments out of any other account opened with the Bank where any of the Account Holders personally or jointly holds the account, up to the limit, in this latter case, of the ideal share of the Account Holder/Debtor. Where, despite the lack of funds, the Bank has authorised the debit in the account, the Account Holder authorises and hereby grants powers to the Bank to, for and on its behalf, sell, redeem, repay or dispose of any assets deposited or registered therein, or, in case of insurance taken out through the Bank, up to an amount sufficient for the Bank to cover such debits, and the Account Holder shall bear all costs, expenses and fees incurred therewith, in accordance with the tariff of charges in force.

**8.4** Should the Bank decide to authorise the payment of amounts required to pay-off debits ordered and/or authorised under any agreed overdraft, their amount shall bear default interest until the date the overdrawn balance is paid-off, at the maximum rate applied by the Bank on lending transactions. Should the Account Holder not settle the loan within 5 (five) business days from the date the overdraft limit is exceeded, default interest shall thenceforth be accrued daily plus a surcharge in force for late payment, together with the legally permitted fee on the recovery of outstanding amounts and charges resulting from the entry into default and which, for account of the Customer, have been incurred by the Bank towards third parties, which amounts may be debited at any time, without requiring further notice. Should the account not be duly funded 5 (five) business days following the excess of overdraft limit, the Bank reserves the right (i) to ask the Account Holder to back the credit with a promissory note; (ii) not to execute any orders or instructions of the Account Holder for the transaction of any securities deposited or entered in the Account.

**8.5** The nominal interest rate and the typical APR applied to excess overdraft limits and any charges thereon are set out in the special conditions of this agreement and shall be communicated from time to time to the Customer in a statement and may be changed under the terms and conditions set out in section F hereof.

**8.6** Without prejudice to the foregoing provisions, the Account Holder expressly acknowledges that the Bank has the authority to offset credits, under the terms set out in the law.

**8.7** The Customer acknowledges and accepts that, as a rule, and without prejudice to any other solution that may result from the exercise by the Bank of the authority set out in 8.6 above, any transfer to the credit of the account showing a negative balance, irrespective of its nature or payer, is primarily intended to repay the outstanding balance.

**8.8** The Bank reserves the right to retain all documents that gave rise to an overdrawn balance, 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 that the Bank has the right to reverse any transaction made, namely in the case of error or mistake, and also where other circumstances justify so, and such reversal shall be made with a value date equal to that of the original transaction.

## **9. Payments into the Account**

**9.1** All credits resulting from cheques delivered, transfer orders, negotiable instruments or other instruments to be credited to the account are subject to the condition precedent that collection thereof is actually made.

**9.2** Where cheques or cash are deposited through BPI deposit machines, the Bank is expressly authorised to check the amount of cheques deposited and, should there be any discrepancy between the amounts keyed-in by the Account Holder and those obtained by the Bank, the latter shall prevail, unless otherwise proven. In the case of cash deposits, confirmation is automatically made by BPI Deposit machines, and a deposit confirmation slip shall be given to the Account Holder. In case of discrepancies between the amount deposited and shown by the Account Holder and the amount shown in the deposit confirmation slip, the latter shall prevail.

## **10. Time deposits**

**10.1** To open a Time Deposit (hereinafter referred to as TD) the parties must enter into an agreement to supplement these General Conditions, containing the Special Conditions, and the rules to be applied are those concerning the account operating and ownership conditions, unless other conditions are expressly agreed to.

**10.2** Interest earned on TD accounts shall be credited to the account with the frequency and fees at any time listed in the tariff of charges on a case-by-case basis.

**10.3** Unless otherwise provided, TDs shall be renewed automatically at maturity, pursuant to the rules and fees at any time listed in the tariff of charges in force at the Bank at the time they are renewed, unless: (i) the Customer informs the Bank otherwise, no later than 2 (two) business days before maturity, in which case the TD amount shall be credited into the account; (ii) the Bank, by previously notifying the Customer of its intention within at least 15 days, objects to the automatic renewal, in which case the TD amount shall be credited into the account.

**10.4** Any deposit subject to special arrangements, notably Savings Accounts, depends on the Bank's prior agreement, once the formal and legal requirements have been met, and shall be subject to the specific rules and/or regulations of each one of them.

## **11. Withdrawal of time deposits**

**11.1** The withdrawal of TDs is subject to the operating conditions of the account.

**11.2** The Account Holder acknowledges that the Bank has the right not to permit early TD withdrawals as long as any amount remains outstanding and unpaid, and the right to withdraw the TD in its favour so as to pay-off the aforesaid amounts.

**11.3** Any early withdrawal prior to maturity shall be subject to a penalty on its rate of return, in accordance with conditions at the time the deposit was set up.

**11.4** The Bank may cancel any TD whenever its withdrawal, early or not, results in a balance below the minimum amount established at any time for this type of deposit.

## **12. Deposits on behalf of minors**

**12.1** In case of deposits made on behalf of minors, minors must be represented by their parents or by whom, in their place, has guardianship over or administrates the minor's estate, excepting those deposits made with the express exclusion of parents' administration, under the terms of Article 1888 of the Civil Code.

**12.2** To operate the account, where permitted, the minor must have an authorisation from its Legal Representative.

**12.3** Upon reaching the age of majority or becoming self-supporting, the Account Holder shall inform the Bank and provide adequate evidence thereof, and complete the Products & Services Application Form, as well as the Personal Information Form, which shall contain the new conditions to be applied to the account, failing which the Bank shall continue applying the above referred rules.

## **B – BPI DIRECTO/BPI NET SERVICE**

### **1. General Concepts**

**1.1** BPI Directo / BPI Net Service (hereinafter referred to as Service), to which the provisions of this Section B refer, allows the Customer to access, via telephone, Internet and other forms of remote access from time to time set by the Bank, to all his/her single accounts or to all joint accounts where the Customer is a joint Account Holder and in respect of which he/she has the authority to operate, individually and without limitations, such authority including all transactions that may be ordered through such means, including the access to investment transactions in financial instruments on a domestic or foreign stock exchange.

**1.2** Enrolment in the Service shall take effect upon assignment from the Bank of the last of the following elements: an **(i)** Enrolment Number (Customer's unique, personal and non-transferable identification number); a **(ii)** Secret Code (secret, unique, personal and non-transferable number, defined by the Bank upon enrolment in the Service, which must be changed by the Customer after initial access); a **(iii)** Personal Coordinates Card (personal, unique and non-transferable identification element, issued by the Bank in the form of an array of coordinates, always in the name of a natural person considered to be a faithful depositary thereof) for purposes of operating the account and conducting other operations, and **(iv)** communication by the Customer of an email address. The Personal Coordinates Card is sent by post to the Customer.

**1.3** The Bank undertakes to maintain strictly confidential the Username, the Password and the information included on the Code Card assigned to the Customer.

**1.4** The Customer undertakes to ensure that his/her Password and Code Card stay secret, taking steps to prevent them from being misused by third parties, and which shall be the sole responsibility of the Customer, who shall bear any loss resulting thereof, without prejudice to the provisions set forth in the following paragraph.

**1.5** In case the Personal Code Card is lost, stolen or mislaid, the Customer shall immediately notify the Bank by letter, fax, telephone, email or in person, and may request a new Code Card. The Bank shall only be liable for any loss incurred after receipt of notice of such occurrence.

### **2. Operating of account through the Service**

**2.1** Through the Service, the Customer may: **(i)** access information on the Bank's products and services; **(ii)** carry out the banking operations available at any time with the account to which the Customer has access, in accordance with the rules defined by the Bank; **(iii)** carry out purchase, sale, subscription or redemption operations pertaining to financial instruments or other products or services provided by the Bank, including transactions corresponding to credit operations.

**2.2** The Customer may at any time change the account to which he/she has access and also the type of transactions to which he/she wishes to access through this Service.

**2.3** Irrespective of other rules which may be established, the identification of the Customer to access this means to operate the account is made by using the Username and the Password. To execute transactions through the Service, the Bank may, at any time, require that the Customer provides data contained in the Card.

**2.4** To execute transactions through the Service, the Bank may, at any time, require the Customer to key-in **(i)** one of the codes indicated on the Personal Code Card; **(ii)** a single and specific 6-digit authorisation code sent by the Bank by SMS (short message service) to the mobile phone number indicated by the Customer for the purpose; **(iii)** or any other mechanism that may at any time be set by the Bank.

**2.5** The Customer authorises the Bank to complete and validate all documents required for the execution and settlement of transactions made through this Service.

**2.6** The Bank may also: **(i)** not execute orders where Customer authentication data is not correct; **(ii)** not execute orders where there is reasonable doubt as to the identity of the person transmitting the order; **(iii)** not execute orders after a number of consecutive unsuccessful login attempts, to be established by the Bank; **(iv)** request that orders concerning high-value transactions be put in writing; **(v)** prevent or restrain the execution of certain types of transactions, where imposed or recommended under legal provisions in force in Portugal or in the territory or State where the Customer is resident/national.

**2.7** Orders for the subscription or acquisition of financial instruments given through BPI Directo /BPI Net Service shall be subject to the account having sufficient funds; from the time an order is received by the Bank to the time the order is cash-settled (in case it has been executed) or revoked (if it has not been executed), the Bank shall block the funds required for said cash settlement.

**2.8** The Bank reserves the right to restrain, suspend or terminate the access to the Service, in whole or in part, or restrain or suspend certain operations or transactions through the Service, where **a)** there are well-grounded reasons concerning the security of the Service or the protection of the interests of the Customer or suspected misuse of the Service by the Customer or third parties, particularly where operations or transactions are attempted or executed conflicting with the provisions herein set forth or with the conditions of the account; **b)** it is deemed appropriate in order to comply with the guidelines or regulations issued by supervisory authorities, criminal police or judicial bodies; **c)** lack of use by the Customer within 30 (thirty) days after signing-on; **d)** the Customer fails to fulfil his/her obligations under the agreements entered into with the Bank or should the Customer's name be listed as defaulter at Banco de Portugal.

**2.9** In case the access is suspended, in accordance with the provisions of sub-paragraph c) of the preceding paragraph, the Customer may request the Bank in writing that it be activated.

**2.10** Regardless of the costs associated with the means of communication used and provided that the Bank notifies the Customer of its intent at least 60 days prior to the date defined by the Bank for entry into force, the Bank may establish a price for the BPI Directo/BPI Net Service, which must be included and disclosed in the Bank's pricing policy.

**2.11** The Bank will adopt additional procedures to confirm orders pertaining to financial instruments transmitted in public offers whenever the orders exceed the maximum limit established at any time by the Bank.

**2.12** If the Customer intends to invest on Non-Euro trading platforms, daily netting of foreign exchange balances will be conducted, with the respective foreign exchange operations only executed on the net balance of operations.

### **3. Legal Validity of Operations conducted through the Service**

**3.1** The instructions for operations transmitted by the Customer and/or credit agreements, the purchase or subscription of financial products and/or services through the Service and through use of the means of identification of the Customer required thereby are

considered to contain the Customer's electronic signature, under the terms and for the purposes of Article 3(4) of Decree-Law 290-D/99, of 2 August. Accordingly, such instructions and/or contracts shall have the same legal and probative value as instructions containing a handwritten signature of the Customer on paper and shall have full legal effect.

**3.2** The execution of operations through the Service is confirmed by a document generated by the Service, which the Customer may print and/or through the account statement. The Customer may request specific proof of a particular operation or transaction, with the Bank reserving the right to charge a commission according to the Pricing Policy in force. The information that the Bank must provide to the Account Holder, such as transaction execution notes and account statements, will be made available as a Digital Document within the Service, or, alternatively, will be sent to the email address or as a hard-copy version to the correspondence address.

#### **4. Communications to Customers related to investment operations in financial instruments**

**4.1** The Customer who enrolls in the Service agrees that communications relating to investment and divestment operations in financial instruments or related to the holding thereof, as well as those related to any other operations carried out through the Service, will be sent by the Bank exclusively to the email address indicated by the Customer, with the Customer responsible for ensuring that such information is kept up to date.

**4.2** Irrespective of the provisions set forth in the preceding paragraph, the Bank may, at request of the Account Holder and subject to the payment of a fee in force, send the Customer a paper copy of the account activity.

### **C – PAYMENT SERVICES**

#### **1. General provisions**

**1.1** The Payment Services provided by the Bank shall be governed by the provisions set forth in the following clauses, and also by the information set out in the ESIS delivered to the Customer prior to entering into the agreement and shall be subject to the charges laid down in the Bank's tariff in force, which can be found at any Bank's Branch or at [www.bancobpi.pt](http://www.bancobpi.pt). Any change to the Bank's tariff of charges shall be notified to the Customer within 30 days before the date it is to be applied, without prejudice to other legal or regulatory terms established.

**1.2** To use the Payment Services and where required, the Customer must provide its IBAN or BIC / IBAN of the accounts used for the transactions.

**1.3** At the request of the Customer, the Bank shall inform, prior to each payment transaction, of the maximum execution time for that individual payment, the charges to be paid and, where applicable, detailing such charges.

**1.4** Upon receipt of any instruction to initiate a payment service, and of the relevant funds, the Bank shall undertake to credit the Customer's account on the same business day on which the funds are delivered if the order / funds have been received no later than 03:00 p.m. and the order is made in the currency in which the account is open. If the payment order in the currency in which the account is open has been received by the Bank after the time set forth above (as well as any attached funds), the amount shall be credited to the Customer's account the next business day. Where a payment order involves any currency conversion, the above cut-off times shall be extended by two business days.

#### **2. Bank's liability for non-execution, defective execution or execution of unauthorised payment orders**

##### **2.1 Right of redress**

The Customer is entitled to redress if, on becoming aware of any unauthorised or incorrectly executed payment transaction, the Customer notifies the Bank, without undue delay and in any event no later than 13 months after the debit date. Upon evidence that the Customer has not been provided with the information required under this agreement, the aforesaid period shall not apply.

##### **2.2 Unauthorised orders**

Where an unauthorised order is executed, the Bank must forthwith refund the amount of the payment transaction to the Customer and, if necessary, restore the debited payment account to the state it would have been in had the unauthorised payment transaction not taken place. Where the Customer is not immediately reimbursed by the Bank, default interest shall become payable according to the law. The Bank may recover any rectified amount should such an amount be deemed to be undue.

##### **2.3 Debit Transfers**

Where the Customer initiates a payment order, the Bank shall be liable for correct execution, unless the Customer provides an incorrect unique identifier. Furthermore, the Bank shall, without undue delay, refund to the Customer the amount of the non-executed or defective payment transaction and, where applicable, restore the debited payment account to the state in which it would have been had the defective payment transaction not taken place. Where the Bank acts as the payee's payment service provider and is liable for the defective / non-execution of the transfer, the Bank must immediately credit the corresponding amount to the payee's payment account or make available the amount of the payment transaction to the payee. Regardless of its liability, the Bank must, on request, immediately endeavour to trace the payment transaction and notify the Customer of the outcome. The Bank shall also be liable for any charges for which the Bank is responsible and for any interest charged to its Customers as a consequence of the non-execution or defective execution of the payment transaction.

##### **2.4. Direct Debits**

Where the Bank acts as the payee's service provider, the Bank is liable to the Customer for the correct transmission of the payment order to the payer's payment service provider, and the Bank must immediately re-transmit any non-executed/defective order. Moreover, the Bank must make the amount of the payment transaction available to the payee immediately after being credited to the account of the payee's payment service provider. Regardless of its liability, the Bank must, on request, make immediate efforts to trace the payment transaction and notify the Customer of the outcome. The Bank, where acting as the payer's service provider originating the direct debit, shall be liable for the non-execution/defective execution of the transfer, if the liability is not attributable to the payee's service provider. In this case, the Bank shall, if applicable and without undue delay, refund to the Customer the amount of the non-executed or defective payment transaction and restore the debited payment account to the state in which it would have been had the defective payment transaction not taken place. The final part of paragraph 2.3 applies to direct debits.

##### **2.5 Refund of direct debit transactions**

Where conditions are met, under the law, the Customer shall be entitled to be fully repaid of any payment transaction initiated by the Payee, or through the Payee, that has already been executed, provided that the request for refund is submitted within 8 weeks from the date the funds are debited.

## C1 – BPI PAYMENT CARDS

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The BPI Deposit account movement can be done by means of payment cards issued for this purpose by CaixaBank Payments EFC, EP, SAU, with the Spanish Tax Identification Number A58513318, and registered in the Official Entity Register of the Bank of Spain code 8788 (hereinafter referred to as the Issuer) under a contract to be entered into between the Client and the Issuer, the Bank acting as agent of the latter, and in accordance with the respective General Conditions of Use of Debit Cards.

## C2 – TRANSFERS

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1. Upon receipt of a payment order, the Bank undertakes to credit to the account of the payee's payment service provider, within legal timelines which, in the case of transactions in euro across SEPA countries, shall be: **(i)** the same day, if the transfer is between accounts open with the Bank intra-bank credit transfer; **(ii)** by the end of the following business day, in case of SEPA + Credit transfer (domestic intrabank transfer or cross border transfer). In any case, if the transfer order is received by the Bank after 03:00 p.m. of a business day, on a day the Bank is not open for business or on a business day immediately before a Target holiday, the transfer order shall be deemed to have been received on the first following business day.
2. For all other payment orders falling outside the provisions set forth in the preceding paragraph, the Bank undertakes, upon receiving them, to credit the account of the payee's payment service provider within legal timelines, and such period shall be extended by an additional business day if the payment order is given on paper.

## C3 – DIRECT DEBITS

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1. The consent for direct debit transactions shall be given through the Customer, as payer, to the Payee.
2. In case of direct debits, the Customer may revoke the payment order until the end of the business day before the date agreed for the funds to be debited.
3. Under the terms of the law, the Bank shall debit the service payment on the collection dates indicated by the Payee, and which shall be deemed to be previously agreed between the Payee and the Customer.
4. For each Debit, the Customer may set a maximum amount, a limit for the validity period and the intervals the Customer intends for each direct debit.
5. The Customer is entitled to block all direct debits (total negative list), all direct debits initiated specifically by one or more Payees (partial positive list). When the Customer wishes to establish a partial positive or negative list, the Customer shall indicate the system identifier (The Creditor) under which the Creditor in question is registered. The effects resulting from the existence of positive/negative partial lists are solely applied to ID Creditor designated by the Customer.

## C4 - MB WAY SERVICE

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### 1. Definitions

**1.1 MB WAY Service:** a Payment Service that allows the following transactions, by linking up one or more cards with a mobile number or any other predefined identifier (such as an email address): **(i)** payment transactions for purchases at merchants who are registered for this Service (the "MB WAY Transactions"); and **(ii)** bank transfers for MB WAY Service users/beneficiaries, identified by their mobile number (the "MB WAY Transfers").

**1.2 MB WAY App:** software for mobile devices running iOS, Android or Windows, developed by SIBS – Forward Payment Solutions, S.A. (SIBS FPS), which allows to confirm and authenticate MB WAY transactions or MB WAY Transfers by entering a code (MB WAY PIN) on the application, and which ensures the transmission of data required for those transactions to be completed.

**1.3** The MB WAY Service is governed by the conditions of this agreement and those set forth in the MB WAY App.

### 2. MB WAY App – register and set up

**2.1** The MB WAY Service is available on BPI Electron, BPI Electron online, AEIST, BPI Universitário, BPI and BPI Gold cards.

**2.2** The Customer may register for the MB WAY Service at any Automated Teller Machine (ATM) or any of the channels to be made available by the Bank, by linking up its mobile number with the Service and defining the MB WAY PIN.

**2.3** The MB WAY Service offered by the Bank requires **(i)** the installation of the MB WAY App on the mobile device of the Cardholder and any upgrading thereof, as notified by SIBS FPS; **(ii)** the acceptance by the Customer of the conditions to use the MB WAY App and the confirmation of the mobile number or of any other identifier to be used; and also **(iii)** the Bank's confirmation, directly or through SIBS FPS, that the MB WAY Service is activated, by means of an SMS with the activation code.

**2.4** The MB WAY App, to be installed on a mobile device running iOS, Android or Windows and any upgrading thereof, is supplied by SIBS FPS, for and on behalf of the Bank.

**2.5** With the MB WAY App set up completed and the MB WAY Service activated, any MB WAY Transaction and/or MB WAY Transfer may be carried out provided that all the following conditions are met: **(i)** the mobile number registered on the APP, and/or the other predefined identifiers (such as an email address), is at any time up and running; **(ii)** the mobile device where the MB WAY App has been installed is ready to receive the confirmation request message for the MB WAY Transaction or the MB WAY Transfer (push notification).

### 3. MB WAY Transfers

**3.1** Besides MB WAY Transactions, the Customer may also order or receive MB WAY Transfers via MB WAY App or any channel made available by the Bank, up to the limits in number and amount which may at any time be set by the Bank and which are available at any of its branches and on website [www.bancobpi.pt](http://www.bancobpi.pt).

**3.2** A Customer with more than one card linked up with its mobile number may indicate, when registering for the first time or later on, the card matching the bank account selected as the recipient of any MB WAY Transfer it may receive. If no indication is given, each MB WAY Transfer to be made to the Customer will be subject to the indication of the card linked up with the bank account where it intends the transferred funds to be credited.

**3.3** The execution of a MB WAY Transfer ordered by the Customer is conditional upon the recipient of the funds to be transferred being, or becoming, a user of the MB WAY Service provided by the Bank or by any other Credit Institution, indicating the card

matching the bank account in which it intends the transferred funds to be credited. Otherwise, the transfer will not be made, at no cost to the Customer. Nevertheless, and in these cases, the Bank will not be liable for non-execution of the transfer ordered.

#### 4. Fees and costs

4.1 No service fee is charged for MB WAY Transactions.

4.2 MB WAY Transfers are subject to charges as set out in the tariff of charges in force at the Bank, which may be viewed at any branch of the Bank or on website [www.bancobpi.pt](http://www.bancobpi.pt).

#### 5. Changes to Registered details

The Customer may change: (i) the mobile number linked up with the MB WAY Service, simply by using an Automated Teller Machine (ATM) or any of the channels to be made available by the Bank for registering and managing the MB WAY Service; or (ii) should the identifier linked up with the MB WAY Service used be the email address, the change may be made via the MB WAY App or any of the channels to be made available by the Bank for registering and managing the MB WAY Service. Any change to the mobile number or any other identifier used for the purpose of the MB WAY Service will only take effect after the Bank, either directly or via SIBS, which will act for and on its behalf, asks the Customer to confirm the new identifier (for instance, the new mobile number or the new email address), then it will be introduced in the system, replacing the previous one.

#### 6. Use

6.1 For a MB WAY Transaction to be carried out, the Customer will: (i) provide the merchant with the mobile number or any other predefined identifier identifying the Customer for using the MB WAY Service; (ii) after receiving the message requesting the confirmation of the MB WAY Transaction on the mobile device, the Customer will select on the MB WAY App the card it intends to use for the transaction; (iii) check the payment transaction and confirm it, by entering the MB WAY PIN.

6.2 For a MB WAY Transfer to be carried out, the Customer will: (i) select, on the MB WAY App or other channels to be made available by the Bank, the transfer option and the card it intends to use for the transaction; (ii) enter the mobile number of the beneficiary of the transfer, the amount it intends to transfer and, if desired, a message; (iii) after viewing the transfer costs, confirm the transaction by entering the MB WAY PIN.

#### 7. Misuse

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 assure that the mobile number and/or the other identifiers (such as the email address) matched with the MB WAY Service, as well as the mobile device and the MB WAY App installed therein, are solely used by the Customer.

7.2 For security reasons, after 3 (three) failed attempts at entering the MB WAY PIN, the MB WAY Service will be automatically locked out. The Customer may reactivate the MB WAY Service by creating a new MB WAY PIN, which can be done at any Automated Teller Machine (ATM) or any channel to be made available by the Bank for registering and managing the MB WAY Service.

7.3 In case of fraud, loss, theft or misappropriation of mobile devices used by the Customer for the purposes of the MB WAY Service, as well as of the identifier(s) and / or MB WAY PIN, the Customer will immediately cancel the MB WAY Service at any Automatic Teller Machine (ATM) or by using any other channel to be made available by the Bank for registering and managing the MB WAY Service, or also by notifying the Bank under the terms of paragraphs 9.2, 9.3 and 9.4, Subsection C.1 of these General Conditions.

7.4 The Bank may terminate, temporarily or permanently, the provision of the MB WAY Service, either in full or for certain cards or identifiers only (such as an email address), under the terms and conditions set out in paragraph 10, Subsection C1 of these General Conditions, or also upon request of the ATM payment system operator for security reasons or misuse of the MB WAY App.

#### 8. Cancellation of the MB WAY Service

The Customer can end the MB WAY Service at any time at any Automated Teller Machine (ATM) or via any other channel made available by the Bank for registering and managing the MB WAY Service or also by written notice to the Bank to the addresses set out in Section G of these General Conditions.

9. Using and changing data linked up with the MB WAY Service Without prejudice to the provisions set forth in this Section and these General Conditions, any use and change to data under the MB WAY Service will also be governed by the following:

9.1 The Customer authorises the Bank to process, directly or via SIBS or any other subcontractor, any personal data provided to the Bank when registering for the MB WAY Service, including any data given to install and use the MB WAY App, whatever the methods for collecting such data, either by notifying the Bank or its subcontractor, the data being processed solely for the provision of the MB WAY Service by the Bank.

9.2 The Customer agrees that the Bank may use, as evidence, for the provision of statistical or aggregated information or other, to the extent permitted by law, entries made by the computer system through which the MB WAY Service is provided and which concern transactions therein carried out by the Customer.

9.3 The Customer undertakes to notify the Bank of any change to any data provided when registering to the MB WAY Service, updating it, for the purpose, in MB WAY App's option "Change Data", through the channels to be made available by the Bank for registering and managing the Service, or at any ATM.

9.4 Any personal data given by the Customer when registering to the MB WAY Service will be processed and stored in a computer in the database managed by SIBS FPS or any other entity subcontracted for the purpose.

9.5 The Customer declares to authorise the Bank to transmit its data to SIBS FPS or to any subcontractor, replacing it, for the provision of services concerning the activation support, management and maintenance of the MB WAY Service, as well as for the development of any activity connected with such Service.

### D – REMUNERATION, EXPENSES AND CHARGES

1. Any information relating to fees and expenses associated with the opening, managing and closing of the Account, as well as to the payment services and means to operate the account, can be found in the European Standard Information Sheet (ESIS) delivered to the Customer at the time this Agreement is entered into and the account is open. Any other information relating to fees and expenses to be applied to the other Minimum Banking Services is set out in the Tariff of Charges, which is available at any branch of the Bank, on the Bank's website ([www.bancobpi.pt](http://www.bancobpi.pt)) and through BPI Directo/BPI Net service.

2. The Bank may, at any time, withdraw from the account any amount corresponding to fees and other costs and charges, pursuant to the tariff of charges in force, as well as any taxes and duties which may be due under the terms of the law.

3. Any fees levied by the Bank shall be accrued of taxes and duties, if any, under the terms of the law.
4. In relation to the provision of an intermediation activity, the Bank may offer to or receive from third parties remuneration, commissions or monetary or non-monetary benefits, requiring, whenever the foregoing is verified and according to the terms of the law, notification of the Customer concerning the amount in question, or if the amount cannot be determined, with respect to the corresponding calculation method, and, where applicable, the provision of information on the mechanisms for transfer to the Customer of such remuneration, commission or monetary or non-monetary benefit.

## **E – PERSONAL DETAILS**

1. Notwithstanding Clause 9 of Section C4, all information about Banco BPI's Privacy Policy, including about what personal details the Bank deals with and in what conditions, what measures are taken to protect the security and privacy of such personal details, the rights of the Clients as holders of data and in what terms the Bank ensures they may exercise such rights, is available at [www.bancobpi.pt/politica-de-privacidade](http://www.bancobpi.pt/politica-de-privacidade).
2. Banco BPI has a Data Protection Officer who may be contacted by Clients to clarify any issues related to the processing of personal data, to the following address/e-mail:  
Banco BPI S.A.  
Data Protection Officer  
Rua Tenente Valadim n.º 284, 4100-476 Porto  
E-mail address: [dpo.rgpd@bancobpi.pt](mailto:dpo.rgpd@bancobpi.pt)

## **F – VARIATION**

1. The Bank reserves the right to modify the contents of any clause of the General or Special Conditions of the agreements to which they refer, including those concerning fees. For the purpose, the Bank shall notify the Principal Account Holder of the contents of the amendments within at least 2 months prior to the date set by the Bank for such alterations to come into force or in less time than required hereunder or where the law allows. Should the Customer disagree with the amendment as notified, the Customer may terminate the agreement to which the General or the Special Conditions as amended refer, until the business day immediately preceding the date set by the Bank for the entry into force of the relevant amendment. Should the Customer not terminate the agreement under the aforesaid terms, the amendment as notified shall be deemed to be accepted, and shall come into force on the date set by the Bank for the purpose. The new conditions shall be displayed at any branch of the Bank and disclosed on the Bank's website ([www.bancobpi.pt](http://www.bancobpi.pt)) as well as through BPI Directo/BPI Net service or otherwise, as previously agreed with the Customer.
2. Any change to interest rates or exchange rates may be applied forthwith and without prior notice, provided that it is based on reference interest rates or exchange rates set out in the special conditions.

## **G – COMMUNICATION AND INFORMATION**

1. The Customer and the Bank may communicate in Portuguese, without prejudice to the Bank being able to send information in English when a translation to Portuguese is unavailable. The Customer may contact the Bank at the postal address of Rua Tenente Valadim, 284, 4100-476 Porto, or via the website [www.bancobpi.pt](http://www.bancobpi.pt). Or through the use of the BPI Net service [www.bpinet.pt](http://www.bpinet.pt) or BPI Direct, available 24 hours a day - 707 020 500 or through the BPI Cards Personalised Service Line - 21 720 77 00 or 22 607 22 66, available 24 hours a day, seven days a week.
2. For any questions regarding the processing of personal data, the Customer may contact the Data Protection Officer using the contacts identified in Section E of these General Conditions of this Agreement.
3. The Customer undertakes to immediately notify the Bank of any change to personal data supplied on the Personal Information Form.
4. Without prejudice to the provisions set forth in Section B, Clause 4, all communications from the Bank to the Customer shall be sent to the correspondence addresses set out in the Products and Services Application Form, and the Bank shall also use, for the same purpose, the contact details given by the Cardholders in the Personal Information Form or through the BPI Directo/BPI Net Service where communications specifically intended to be addressed to them are concerned, and in any case, all communications shall be deemed to be received whenever they are sent to said addresses/contacts.
- 4.1. The Bank shall make available, free of charge, in computer readable format, on website [www.bpinet.pt](http://www.bpinet.pt), to which the Customer may access by registering for the BPI Net service referred to in Section B above, a statement containing information relating to payment transactions made during that period, identifying each payment transaction and, if appropriate, the Payee / Payer, the amount of the payment transaction in the currency it is withdrawn / placed in the account of the Customer or the currency used in the payment order, the amount of any charges for the payment transaction and, where applicable, a breakdown thereof, or any interest payable by the Customer, the exchange rate used in the payment transaction and the amount of the payment transaction after that currency conversion, and the value date of the debit or the date of receipt of the payment order. The aforesaid statement shall also contain information concerning the financial position of the Customer, including information on deposits and other banking products taken out. In all other cases, the Bank shall send the statements by post, at the minimum intervals as permitted by law, at no additional cost. Should the Customer ask the Bank to send by postal mail a different frequency the Bank reserves the right to charge a fee in each case established in the Tariff of Charges. The Customer may also request from the Bank that the aforesaid information be made available on paper, on a monthly basis, free of charge.
- 4.2. In the case of low value payment transactions subject to aggregation by the card network operator, the Customer may view the detailed value of each transaction at any ATM or through the aforesaid card phone lines.
5. The Customer consents to being contacted by the Bank through remote channels (ordinary post, electronic mail or telephone) for marketing financial services/products or for any other purpose connected or related to the provision of such services, expressly accepting that information be supplied in formats other than paper.
6. Except where such liability may be attributed to the Bank as a result of Bank's fraud, gross negligence or of its responsibility for risk, in particular as regards its obligation to ensure that any equipment and system technically and legally under its control operate in a regular, trustworthy and reliable manner, the Bank shall not be liable for any loss or damage arising out of any delay, loss, breach,

distortion or misinterpretation of the information provided, resulting from data-transmission failures, technical faults, interference and disconnection occurring through and within the scope of systems and equipment used by the Customer to access and use the BPI Directo / BPI Net service.

7. Similarly, except in the above cases where such liability is attributed to the Bank, the Bank shall not be liable for any damage or loss arising out of any misuse of the BPI Directo / BPI Net service by a third party, where the intrusion in the system and the execution of fraudulent or unauthorised transactions using the Service result from a breach of the Customer's duty to keep its Password and Code Card confidential, by providing or allowing access to such details by said third party.

8. The Bank shall also not be liable for any loss or damage arising out of inability to execute orders or instructions transmitted by the Customer whenever, for reasons not attributable to the Bank, its IT systems or IT systems of others, the use of which being necessary for the purpose, do not permit the timely or complete execution of such orders or instructions.

9. In addition to situations where required by law, the Account Holder irrevocably authorises the Bank, whenever deemed appropriate by the latter, to record telephone conversations and electronic communications, particularly those pertaining to orders and instructions from the Customer, as well as to use such records as evidence in any legal proceedings that may occur between the parties, and the Customer may request the Bank to provide a copy of the contents thereof.

10. Information made available through BPI Directo/BPI Net services, notably stock quotes, indices, news, surveys or any other financial information, is obtained through third parties, and neither these nor the Bank shall be liable for any inaccurate data supplied or for poor perception, misinterpretation or misuse of information provided. The User undertakes not to transmit or reproduce, whichever the means used, any information thus received.

11. Without prejudice to paragraph 3 of this Section G (Communications and Information), the Customer expressly consents to receiving all non-personalised information from the Bank that the Bank is legally required to provide to the Customer through the website [www.bancobpi.pt](http://www.bancobpi.pt), requiring the Bank, for such purposes, to notify the Customer at his or her email address of the Bank's Web address, including, in particular, information on (i) the Bank and the services it provides, (ii) the nature and risks of financial instruments traded through the Bank, (iii) protection of the Customer's assets, (iv) costs and charges and (v) its order execution policy. Alternatively, or in conjunction with the manner provided above, the Bank may provide such information through a communication sent to the email address indicated by the Customer, considering this form of communication appropriate to the context of the established relationship. At any time, the Customer also may request to receive, in the manner previously agreed upon, a copy of the general conditions in force.

12. The Customer may also at any time request a copy of the general conditions in force, which shall be sent as previously agreed.

13. The Customer irrevocably authorises the Bank, where it deems necessary, not to provide any information where there is reasonable doubt about the identity of the person requesting it.

## H – COMPLAINTS AND OUT-OF-COURT DISPUTE RESOLUTION

1. The Bank has a team of experts in complaint handling, and the complaints may be filed at any BPI branch, on BPI Directo's website at [www.bancobpi.pt](http://www.bancobpi.pt) or via any other channel indicated and as outlined in BPI Investor Handbook – Chapter "Client Complaints". The BPI Investor Handbook is available at any branch of the Bank and on the internet at [www.bancobpi.pt](http://www.bancobpi.pt).

2. Complaints may also be made directly to Banco de Portugal, by completing the online complaint form available on the Bank Customer Website (Portal do Cliente Bancário), or otherwise by printing and filling the aforesaid form and later sending it by post to Banco de Portugal's address as set out on the aforesaid website. Where applicable, complaints may also be filed directly with regulator CMVM by completing the online complaint form available on website [www.cmvm.pt](http://www.cmvm.pt), or otherwise by printing and filling the aforesaid form and later sending it by post to CMVM's address as set out on said website.

3. Complaints about the execution, non-execution or defective execution of any order or instruction transmitted under the agreements to which these General Conditions refer, other than those concerning payment services, must be filed no later than 15 (fifteen) days after the date they occur, failing that their execution shall be deemed to be definitely approved and accepted as carried out.

4. In order to ensure the out-of-court resolution of consumer disputes related to contracts to which these General Conditions refer, of a value below that corresponding to the jurisdiction of the court of first instance, the Bank shall assure the Account Holder, without prejudice to the Account Holder, if such party so desires, being able to use out-of-court means for complaints and resolution of disputes arising from this agreement, by virtue of the Bank becoming a member of entities legally authorised to conduct arbitration proceedings or entities registered in the system of voluntary registration of procedures for out-of-court resolution of consumer disputes, which shall be disclosed according to the means provided in this agreement.

5. Without prejudice to the access rule established in paragraph 4 supra, use of the entities indicated in paragraph 6 of this clause for the resolution of consumer disputes arising from credit overruns is not limited to the value corresponding to jurisdiction of the court of first instance.

6. The Bank has joined the Lisbon Consumer Dispute Arbitration Centre ([www.centroarbitragemlisboa.pt](http://www.centroarbitragemlisboa.pt)) and the Porto Consumer Information and Arbitration Centre ([www.cicap.pt](http://www.cicap.pt)), and the Account Holder may use the cited Arbitration Centres to resolve consumer disputes related to contracts to which these General Conditions apply with a value below that corresponding to the jurisdiction of the court of first instance, with the exception of the disputes indicated in paragraph 5 supra.

7. In cases of consumer disputes at a value below that corresponding to the jurisdiction of the court of first instance arising from contracts concluded online, the Account Holder may use 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 more information, please consult the ODR Platform and, if you wish to access it, complete the registration form at <https://webgate.ec.europa.eu/odr/>, entering the following Banco BPI email address for such purposes: [gestao.reclamacoes@bancobpi.pt](mailto:gestao.reclamacoes@bancobpi.pt).

8. Alternatively, if the consumer dispute is cross-border and is of a value below that corresponding to the jurisdiction of the court of first instance, the Account Holder may use the Lisbon Consumer Dispute Arbitration Centre ([www.centroarbitragemlisboa.pt](http://www.centroarbitragemlisboa.pt)) through the network of competent national bodies for purposes of out-of-court resolution of consumer complaints in the realm of financial services (FIN-NET Network). The Bank's approval is required for the resolution of consumer disputes in the realm of financial services through other entities that are members of the FIN-NET Network. For more information, please consult the FIN-NET Network at

[https://ec.europa.eu/info/business-economy-euro/banking-and-finance/consumer-finance-and-payments/consumer-financial-services/financial-dispute-resolution-network-fin-net/fin-net-network/members-fin-net-country/fin-net-members-portugal\\_pt](https://ec.europa.eu/info/business-economy-euro/banking-and-finance/consumer-finance-and-payments/consumer-financial-services/financial-dispute-resolution-network-fin-net/fin-net-network/members-fin-net-country/fin-net-members-portugal_pt)

## **I – SAFEGUARDING CLIENTS ASSETS**

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1. The Bank is a participant in the Investors Compensation Scheme, which gives protection to investors if financial intermediaries collapse.
2. Deposits with the Bank are guaranteed for repayment provided by the Deposit Guarantee Fund (the Fund) as set out and governed by Articles 154 and following of the Legal Framework of Credit Institutions and Financial Companies, where deposits are not available for reasons directly related to its financial position. The Fund guarantees the repayment of up to a maximum of € 100,000 for each depositor. When calculating the amount of the deposits made by each depositor, the amount of all current accounts on the date the payment was unavailable is considered, interest included and, for the balance in foreign currency, converting into Euro, at the exchange rate of the said date. Further information at [www.fgd.pt](http://www.fgd.pt).
3. Further information on mechanisms adopted by the Bank to safeguard and protect the assets of its Customers, investor compensation schemes and deposit guarantee scheme, is laid down in BPI Investor Handbook – Chapter “Safeguarding Clients Assets”, available at any Branch of the Bank and at [www.bancobpi.pt](http://www.bancobpi.pt).

## **J – CONFLICTS OF INTEREST**

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1. The Bank, in its relationship with its Customers, ensures a transparent and equitable treatment, always giving priority to its Customers’ best interests, both in respect of its own interests or those of its parent or associated companies, and in respect of the interests of the members of their governing bodies or of those of the tied agent and the employees of both.
2. The Bank’s conflicts of interest policy is set out in BPI Investor Handbook – Chapter “Conflicts of Interest Policy”, available at any Branch of the Bank and at [www.bancobpi.pt](http://www.bancobpi.pt).

## **L – OUTSOURCING**

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Without prejudice to maintaining its responsibility towards the Account Holder, the Bank shall expressly be authorised to outsource services for the reception, transmission and execution of orders and instructions on financial instruments, as well as for the provision of registration and deposit services herein set out.

## **M – REFLECTION PERIOD**

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1. The Customer may terminate this agreement, unless it has expressly waived the right to revoke it, by giving a 7 (seven) business days notice to the Bank from the date the agreement is signed, by registered letter with acknowledgement of receipt or a signed statement served on the Bank within the same period.
2. Withdrawal during the reflection period shall not generate any costs for the Account Holder other than those arising from tax obligations.

## **N – DURATION AND TERMINATION**

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1. The agreements to which these General Conditions refer are concluded for an indefinite period.
2. Any of the parties may at any time terminate the agreements upon giving the other a 30 (thirty) or 60 (sixty) days prior written notice, if at the initiative of the Account Holder or of the Bank, respectively.
3. The Customer may immediately terminate the Deposit Account agreement upon all Account Holders’ consent, whatever their account operation scheme, provided that the account is not overdrawn and the Customer has no obligations towards the Bank.
4. Should the Deposit Account agreement be terminated: (i) the Account Holders shall withdraw the remaining balance until the day the account is closed and, failure to do so, the Bank shall send them a cheque in that amount, less cheque issue or courier charges, in accordance with the tariff of the Bank; (ii) the financial instruments deposited or registered in the account shall be handled as instructed by the Account Holders.
5. After the date the account is closed, the Bank shall not execute any orders or instructions, and all cheques presented for payment shall be returned. Upon closing the account, the Account Holder shall return to the Bank all cheque books and other payment means associated with the account.
6. Termination of the Deposit Account agreement shall not affect any transactions on securities then in progress, and securities purchased thereunder shall be handled as instructed by the Customer or, lack of said instruction, shall be treated as all other securities of the same type.
7. Where the Agreement is terminated and the account closed, and while the funds remain deposited or registered with the Bank, the Bank shall not be obliged to execute any new orders on securities, other than those concerning their transfer to accounts with other entities where they shall be deposited or registered. If the Account Holder fails to notify the Bank, within 45 (forty-five) days of said expiry, of the destination of the securities that are registered or deposited, the Account Holder hereby authorises the Bank to sell such securities, without prior notice, on a regulated market or off-market, and the proceeds of the sale, less expenses and fees incurred therewith, shall be made available to the Account Holder. When executing the sale, the Bank shall act in a diligent, loyal and transparent manner, under the principles of good faith, always giving priority to the interests of the Account Holder, and executing the sale under the best conditions available on the market.
8. Without prejudice to compliance with the procedures outlined above, the Bank may terminate the Deposit Account agreement if the account shows a balance below the minimum at any time disclosed in the tariff of charges of the Bank and should there be no sign of any activity at the Customer’s initiative to the credit or debit therein within 6 (six) months before the termination notice. Under these circumstances, the Account Holder acknowledges that the Bank is entitled to cancel any means or payment services linked to the account, namely cheques, debit cards, standing orders, and direct debit instructions.
9. Upon termination of the Deposit Account agreement, the BPI Directo /BPI Net Service agreement shall expire.

**10.** The Bank may forthwith terminate, upon written notice to the Account Holders, any and all agreements herein set out should the Account Holders fail to comply with their obligations arising therefrom or if they fail to comply with other agreements entered into with the Bank, as well as in case of misuse by the Holders of payment cards associated with the account, or if their name is listed as defaulter at Banco de Portugal or companies specialised in credit information legally authorised to conduct that activity, or also where there is a court-approved payment plan, filing for insolvency or insolvency declaration by any of the Account Holders.

**11.** Without prejudice to the provisions set forth in the preceding paragraph, the Bank may also terminate this Agreement and immediately close the Account in any of the following events: **(i)** if false, unatteminted or incorrect information is given by the Customer, for the purpose of entering into and execute this Agreement or any transactions set out therein; and **(ii)** if the Customer breaches any of the applicable legal duties, in particular with respect to anti-money laundering and terrorist financing rules.

## O – JURISDICTION AND BURDEN OF PROOF

**1.** Any dispute arising out of these General Conditions shall be submitted to the court to the domicile of the defendant, without prejudice to the provisions set forth in Article 74 of the Code of Civil Procedure.

**2.** In the event of any conflict between the Bank and the Account Holder, the burden of proof shall lie upon the party claiming the fact in its favour, and the other party shall undertake to pledge its best cooperation, notably by making available, whenever possible, any information and documents which may be requested, concerning the dispute in question.

## P – COMMON CLAUSES

The provisions set forth in Sections D, E, F, G, H, I, J, L, M, N and O shall be deemed to be included in and apply to the General Conditions set out in Sections A, B and C.

## BPI AGREEMENT - SPECIAL CONDITIONS

### 1. Cash withdrawals

	EEE (a)	Rest of the World (b)
ATMs	Free	€ 3,00

**(a)** EEA: European Economic Area: Belgium, Germany, Greece, Spain, France, Ireland, Italy, Luxembourg, Netherlands, Austria, Portugal, Finland, Slovenia, Cyprus, Malta, Slovakia, Estonia, Czech Republic, Denmark, Latvia, Lithuania, Hungary, Poland, Sweden, United Kingdom, Bulgaria, Romania, Iceland, Norway, Lichtenstein and Croatia. Transactions in Euro, SEK and RON

**(b)** A 0.33% fee applies to each cash withdrawal; minimum: € 0.75.

**2.** Purchase of Goods and Services in Portugal and across the EEA: no charge

**3.** Service fee on the amount of transactions made outside the EEA: 1.7%

**4.** Currency conversion rate on the amount of transactions outside the Euro area: 1%

**5.** Interest rate:

Nominal interest rate on overdrafts on the Deposit Account: 15,3%

**6.** Default interest rate: 3%

**7.** Stamp duty applies to all amounts, charged at the statutory rate (currently 4%) except for amounts subject to VAT and which are not exempt from VAT.

Date   -   -

\_\_\_\_\_  
(Signature of the 1st Account Holder as in ID)

\_\_\_\_\_  
(Signature of 2nd Account Holder/Attorney as in ID)

\_\_\_\_\_  
(Signature of 3rd Account Holder/Attorney as in ID)

VALIDATION/VERIFICATION OF SIGNATURE(S) (to be filled in by the Bank)

Date   -   -

Bank Employee   
ID No.

\_\_\_\_\_  
(Signature of Bank Employee)

<b>Deposits in Banco BPI, S.A. are protected by</b>	Deposit Guarantee Fund <sup>1</sup>
<b>Limit of protection</b>	EUR 100.000 per depositor, per credit institution <sup>2</sup> The BPI Online trademark is full part of Banco BPI, S.A.
<b>If you have more deposits at the same credit institution</b>	All your deposits at the same credit institution are 'aggregated' and the total is subject to the limit of EUR 100.000 <sup>2</sup>
<b>If you have a joint account with other person(s)</b>	The limit of EUR 100.000 applies to each depositor separately <sup>3</sup>
<b>Reimbursement period in case of credit institution's failure</b>	20 (twenty) business days, until 31 December 2018 <sup>4</sup>
<b>Currency of reimbursement</b>	Euro
<b>Contact</b>	Fundo de Garantia de Depósitos Av. da República, 57 - 8º, 1050-189 Lisboa, Portugal Telephone: +351 21 313 01 99 E-mail: geral@fgd.pt
<b>More information</b>	<a href="http://www.fgd.pt">www.fgd.pt</a>
<b>Acknowledgement of receipt by the depositor</b>	

### Additional information

<sup>1</sup> 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.

<sup>2</sup> 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. Banco BPI, S.A. also trades under BPI Online trademark. This means that all deposits with one or more of these trademarks are in total covered up to EUR 100.000.

<sup>3</sup> 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](http://www.fgd.pt).

<sup>4</sup> Reimbursement - The responsible Deposit Guarantee Scheme is the Deposit Guarantee Fund, domiciled at Av. da República, 57 - 8º, 1050-189 Lisboa, Portugal, telephone +351 21 313 01 99, e-mail: [geral@fgd.pt](mailto:geral@fgd.pt) and website [www.fgd.pt](http://www.fgd.pt). It will repay your deposits (up to EUR 100.000) no later than **(i)** 20 business days, until 31 December 2018, **(ii)** 15 business days, from 1 January 2019 to 31 December 2020, **(iii)** 10 business days, from 1 January 2021 to 31 December 2023 and, **(iv)** from 31 December 2023, within 7 business days. During this transitional period, until 31 December 2023, the Deposit Guarantee Fund puts at the disposal of its depositors up to EUR 10.000 of all deposits covered by the Fund, within 7 business days at the latest. If you have not been repaid within these deadlines, you should contact the Deposit Guarantee Scheme since the time to claim reimbursement may be barred after a certain time limit. Further information can be obtained under [www.fgd.pt](http://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.