

## CHAPTER I

### 1. Object and Scope

- 1.1. The opening, operation, maintenance and closure of a demand deposit account and associated accounts with Banco de Negócios Internacional (Europa), S.A., hereinafter referred to as "the Bank", shall be subject to these General Conditions, without prejudice to the applicable legal provisions and banking practices, to what is specifically agreed upon by the parties in relation to a given service or in view of the individual situation of the respective holder in the client Information Sheet and Signature Form (particular conditions).
- 1.2. "Account" shall mean the demand deposit account opened upon the written execution of the Deposit Account Opening and Operating Agreement, comprising the present General Conditions and specific conditions (the "agreement") and the verification of compliance with the provisions of paragraph 2.
- 1.3. Associated accounts are other cash deposit accounts established under the account, with the same holders and the same operating conditions, unless otherwise agreed in writing by the parties.
- 1.4. These General Terms and Conditions shall also apply to services automatically associated with the account (cheque collection and execution of credit transfers, among others) as well as to the services that the account holder may associate with the account and associated accounts (homebanking, debit card, credit card, among others).
- 1.5. The provision by the Bank of the services referred to in the second part of the preceding paragraph depends on the prior application by the holder, through subscription of a membership application, and its acceptance by the Bank. Subscription to such services is not, however, mandatory when the account is opened, and the General Conditions relating to such services shall only apply between the parties from the date on which the Bank accepts the holder's application.
- 1.6. In the case of the associated check cashing, homebanking, debit card and credit card services mentioned in paragraph 1.4 above and without prejudice to the provisions of the previous paragraph, the effective provision of these services by the Bank shall be subject to the services made available by the Bank at any given time.

### 2. Opening requirements and account movement limits

- 2.1. The Bank may only open an account when client have provided it with information on all the identification elements required by the laws and regulations in force and have provided it with the respective supporting documents.
- 2.2. If clients provide all necessary information but do not

provide all supporting documents, the Bank may proceed to open the account provided that the supporting documents deemed indispensable have been provided by clients. However, until such time as the remaining supporting documents have been provided, the Bank shall not allow any debit or credit transactions to be made on the Account subsequent to the initial deposit, nor shall the Bank make available any payment instruments on the Account or permit any changes in its ownership.

- 2.3. In the case referred to in the preceding paragraph, and if clients do not provide all supporting documents within 30 (thirty) days, the Bank shall close the account and the provisions of paragraph 26 shall apply.
- 2.4. The specimen signature is one of the elements required by the regulations in force and is collected on the account's signature form ("Signature Form") and shall be valid for the associated accounts.
- 2.5. The Bank may make the opening of an account conditional on verification of the provisions of the preceding paragraphs, as well as on clients making an initial deposit.
- 2.6. The provisions of the preceding paragraphs apply, with the necessary adaptations, to the identification of client representatives.

### 3. Changes and updating of identification details

- 3.1. Whenever there are changes in the identification elements provided when opening an account, including address, marital status or signature, clients shall immediately update them with the Bank and submit the respective supporting documents.
- 3.2. The Bank will ask clients and representatives, if applicable, at such intervals as it deems necessary, and at least every five (5) years, to confirm that the data contained in the Individual Conditions is up-to-date.
- 3.3. Following the provisions of the preceding paragraph, clients and representatives, if applicable, shall be obliged to inform the Bank, in writing, within thirty (30) days, of any change to the information contained in the Specific Conditions and to send the respective documentation supporting such changes.
- 3.4. As from January 31st, 2020, the Bank will consult the information contained in the central registry of the Effective beneficiary (RCBE), under the terms and for the purposes of Law nº 89/2017.

### 4. Ownership and Types of Accounts

- 4.1. The account holder is the person in whose favor the account is established.
- 4.2. There are two types of accounts: singular (or individual) accounts, which have only one holder, whether a Singular or collective person, and corporate accounts,

which have several holders, who may in turn be Singular and/or collective persons.

- 4.3. Unless expressly provided otherwise, in corporate accounts, the Bank presumes that clients are equal holders of the balance of the account and, if applicable, of the associated accounts.

## 5. Renunciation of Ownership and Removal of a Voluntary Representative

- 5.1. When the account is a corporate accounts and regardless of the foreseen handling regime, the holders agree, if the Bank does not oppose this, that any of them may withdraw from the account and, consequently, from the rights and obligations arising from these General Conditions, without the prior consent of the other account holders.
- 5.2. For the purpose referred to in 5.1, the holder shall send written notice to the Bank 30 (thirty) days prior to the date on which he/she wishes the withdrawal to take effect.
- 5.3. The renunciation of ownership is free of charge.
- 5.4. The renunciation of account ownership shall also lead to the termination of the associated accounts, as well as to the cancellation of the services associated to the account that pertain to the renouncing holder.
- 5.5. The renunciation of account ownership does not give the holder the right to claim all or part of the balance of the account or associated accounts.
- 5.6. Notwithstanding renunciation of ownership, the resigning holder shall remain liable for the payment of all debts arising from the account, associated accounts or associated services prior to the date of termination of ownership.
- 5.7. The removal of a voluntary representative depends only on the expressions of will of the holder or of the client, in the case of individual accounts, or of the clients who have appointed him/her, in the case of corporate accounts.

## 6. Death of Account Holder

- 6.1. Upon the Bank becoming aware of the death of a single account holder or of one of the holders of a corporate account, even if jointly and severally, the Bank shall, in accordance with the law and without prejudice to the provisions of the following paragraph, block the balance or part of the balance intended for the duly qualified successors.
- 6.2. In the case of corporate accounts, the death of an holder does shall not determine the immediate closure of the account or the early maturity of financial applications in the Client's name. It may, however, result in the early maturity of the Bank's claims against the client.

- 6.3. On the date of a Client's death, the Bank shall block all or part of the account balance, which shall be presumed to be the same as that of the other holders, as well as all other assets held or registered in associated accounts.

- 6.4. In the case of corporate accounts, any amounts that are subsequently credited to the account shall not be blocked by the Bank, with the exception of time deposits.

- 6.5. All means of payment and communication with the Bank that have been issued in the name of the deceased client, such as debit or credit cards, shall be cancelled. The account, when corporate account, shall continue to be freely operated by the remaining holders, both credit and debit, under the terms of the rules originally defined for account operation. All debits from the account will continue to be debited, even if they relate to acts of the deceased client. Blocking shall end with the withdrawal of the assets deposited (and settlement of any liabilities that belonged exclusively to the deceased) by the legal heirs or by the head of household, after proving this quality to the Bank and proving, by the legally established means, that the stamp duty on the transfer of such deposits has been paid or, if this tax is exempt, that the obligation to declare the transfer to the competent tax office has been fulfilled.

- 6.6. Unless otherwise instructed, with respect to transactions prior to the date of death, and without prejudice to legal obligations in matters of information duties, the Bank shall provide any of the heirs or the head of household with any information they may request concerning the account and associated accounts and their movements.

## 7. Account of minors or accompanied adults

- 7.1. According to the law, only persons over the age of 18, who have the capacity to exercise their rights and obligations, may personally and freely open and operate accounts.
- 7.2. Accompanied minors and adults may be account holders, but account opening and account operation must be performed by their legal representatives and by the accompanying persons designated by court order, or by entities that prove to be duly qualified to contract the opening and operation of such accounts.
- 7.3. In the case of minors, when they reach the age of 16, their legal representatives may request the Bank to issue a debit card for the minor's personal use and when they reach the age of 18 (eighteen) they will automatically be able to use the account, in accordance with the system in force on that date.

## 8. Charges/Prices

- 8.1. This account will be remunerated in accordance with the price list in force.
  - 8.1.1. In cases where remuneration is payable, this current account will be remunerated, unless the client expressly agrees not to seek remuneration.
- 8.2. In return for the services provided under this contract, the Bank shall charge the client the commissions, costs, charges and other expenses set out in the price list in force.
- 8.3. The price list is a set of permanently updated information on the General Conditions of the financial products and services made available to clients by the Bank, comprising the Commissions and Expenses Brochure and the Interest Rates Brochure, which is available at any branch of the Bank and on its website
- 8.4. Notwithstanding the provisions of the following paragraph, any change in the price list for services provided under this Agreement shall only become effective after being communicated to Effective Beneficiaries at least 30 (thirty) days in advance, and the Agreement may be terminated within this period.
- 8.5. The provisions of the preceding paragraph shall not apply in the case of changes in the reference interest or exchange rates relating to payment services (e.g. execution of credit transfers, or payment transactions through a debit or credit card), which may be applied immediately and without prior notice, the Bank communicating such changes to the holder, on paper or on another durable medium, as soon as possible.

## 9. Taxes and Fees

- 9.1. Taxes, contributions and fees payable in respect of the Account or transactions affecting the Account, namely the opening, operation, remuneration, any granting of credit, payment of interest, purchase and sale of financial instruments, and the provision of any information or account management services, shall be borne by the Client, and the Bank is authorized to debit the respective amounts to the Account. Thus, the income due and/or made available by the Bank shall be paid to you net of the taxes, contributions and fees that the Bank or other financial intermediary must settle, deduct or withhold at source. Similarly, commissions and interest charged to clients shall be increased by the respective taxes, contributions or fees.
- 9.2. Unless otherwise required by law, all payments to be made by clients under the Agreement shall be made at their face value, without any withholding or deduction of any kind, including tax.
- 9.3. In the event Effective Beneficiaries are legally obliged to withhold or deduct tax on any amount due, they shall notify the Bank as soon as they become aware of the obligation to make such withholding or deduction and

provide the Bank with documentation proving that such obligation has been made and/or payment has been made; in such case, Effective Beneficiaries shall add to their payment the amount necessary for the total amount received by the Bank to correspond to that which would have been due had such withholding or deduction not been made.

- 9.4. The Bank shall not be liable for any change that may occur in the tax and para-fiscal regime applicable to Clients, namely a change in the profitability or net remuneration of the account or of any application or operation subscribed or carried out on behalf of Clients, whether arising from changes in the law or in Client's personal or financial situation.

## 10. Account operation

- 10.1. The account shall function as a current bank account, in which debit and credit movements shall be recorded under the terms set out in these General Conditions.
- 10.2. Debit account transactions are transactions that result in a decrease in the funds in the account.
- 10.3. Debit account transactions shall refer to the execution of transactions by the holders themselves or by third parties which result in an increase of the funds deposited in the account.
- 10.4. Clients authorize the Bank to operate the account and the associated accounts on a debit or credit basis, in accordance with these General Terms and Conditions, other terms and conditions agreed between the parties, as well as the terms and conditions of pricing.
- 10.5. The Account shall not have a negative balance, except in the cases provided for in these General Conditions.
- 10.6. The Bank may, in accordance with the law, refuse or suspend account operation when it has knowledge or suspicion that the account is related to money laundering or financing terrorism, as well as when the holder fails to provide the information required by law.

## 11. System for debit movements on the account

- 11.1. The Signature Form sets out the modality and conditions for operating the account and, if nothing to the contrary is stipulated, by filling in a specific Signature Form, these conditions shall apply to associated accounts opened by clients.
- 11.2. In the case of a single account, the Client may freely use it on a debit basis; in the case of a corporate account, Clients may choose one of the following ways to use the funds deposited therein on a debit basis:
  - a) joint corporate account: can be moved by any of its holders alone;
  - b) joint corporate account: may only be used by all its holders;

c) mixed corporate account: allows several possibilities of operation, always depending on what its holders agree with the Bank.

- 11.3.** In the case of an account opened in the name of a minor, it shall be operated as a debit account only by one or both of the legal representatives. In the case of an account opened in the name of an accompanied adult, it shall be debited by the person who is duly authorized to do so, under the terms and pursuant to the provisions of the court decision that determines the scope and content of the monitoring. In the case of an account opened in the name Of a colective person, it will be operated by its directors or managers, and also, if they so wish, by third parties with powers of operation, i.e., duly authorized representatives.
- 11.4.** Individual or corporate accounts opened in the name of individuals may also be operated by voluntary representatives, i.e., the individual account holder or the corporate account holders may grant third parties, their representatives, by means of a power of attorney, all or part of their powers of operation over the account and associated accounts.
- 11.5.** Effective Beneficiaries may not hold the Bank liable for any transactions on the account or associated accounts, when made in accordance with the conditions agreed upon and expressed in the specific Signature Form or Signature Form.
- 11.6.** Any change in the conditions for operating the account and/or associated accounts, as well as the inclusion of new voluntary representatives and new holders shall require the consent of the holder, in the case of individual accounts, and the consent of all account holders, in the case of corporate accounts.

## 12. Means of collection

- 12.1.** The debit transaction shall be carried out as stipulated in the specific terms and conditions in accordance with one of the transaction regimes provided for in section 11.
- 12.2.** Unless otherwise stipulated, the account handling regime stipulated in the specific terms and conditions shall apply to all account handling methods.
- 12.3.** Subject to the services and means of payment made available by the Bank at any given time, the account may be operated as a debit account by means of a debit card, the account may be credited with the movements resulting from the use of a credit card associated with the account, a credit transfer order, or such other payment instruments as may be stipulated by the Bank and accepted by clients, in accordance with the terms stipulated by the Bank.
- 12.4.** Whenever such means are made available by the Bank, account transfers shall be subject to the provisions of these General Terms and Conditions for each of these means of payment.

## 13. Debit transaction by credit transfer

- 13.1.** A credit transfer is a transaction that allows a holder to transfer a certain amount from his or her account to another bank account.
- 13.2.** This transfer can be made to another account at the Bank (intra-bank credit transfer), to an account at another domestic bank (domestic interbank credit transfer), or to a bank account in another country (SEPA+ or non-SEPA+ (cross-border) credit transfer).
- 13.3.** The credit transfer may be made through the different means made available by the Bank, namely, by completing and signing the appropriate form available at the Bank's branches, homebanking (if such service is made available by the Bank), under the agreed access conditions, by telephone, through the Bank's ATMs, the Multibanco or Visa International network from a bank debit or credit card, mail or e-mail.
- 13.4.** Without prejudice to the following paragraph, the credit transfer order must necessarily indicate the amount to be transferred and identify the account to be credited by indicating the account number (in the case of intra-bank credit transfers), and the International Bank Account Number (IBAN) (in the case of inter-bank credit transfers, SEPA + or Non SEPA +).
- 13.5.** The name or denomination of the beneficiary and the identification of the other bank, if requested, via the Bank International Code (BIC), must also be provided.
- 13.6.** If the currency of the credit transfer is different from the currency of the account to be debited, a foreign exchange transaction fee will be applied, the amount of which is set out in the price list.
- 13.7.** In order for the Bank to be able to execute the credit transfer order given by the holder, the account must be provisioned not only with the amount the holder wishes to transfer, but also with the funds required to pay the applicable commission, depending on the type of account, and, if applicable, the foreign exchange commission.
- 13.8.** The credit transfer order shall be deemed to have been received when, issued through any of the means made available by the Bank, it comes to the Bank's knowledge and meets all the requirements listed in items 13.4 to 13.7.
- 13.9.** If the time of receipt of the credit transfer order is not a business day or is received after 3:00 (fifteen) p.m. of a business day, the Bank shall consider the order to have been received on the next business day.
- 13.10.** Credit transfer orders cannot be revoked once they have been received by the Bank.
- 13.11.** If the Bank is unable to execute the order for failure to meet any of the above requirements, the Bank shall notify the Client of the rejection of the order, stating the reason, as soon as possible.
- 13.12.** A credit transfer order whose execution has been refused shall be deemed not to have been received.



**13.13.** Without prejudice to the provisions of the following paragraph, once a credit transfer order has been received in accordance with the provisions of paragraph 13.8, the Bank shall ensure that:

- a) in the case of intrabank credit transfers, the amounts will be credited to the beneficiary's account on the same day;
- b) in the case of domestic interbank credit transfers or SEPA + (cross-border intra-EU) credit transfers in Euro, the amounts will be credited to the beneficiary's Bank account by the end of the next business day;
- c) in the case of SEPA+ (intra-community cross-border) credit transfers other than in euros, the amounts shall be credited to the beneficiary's bank account within a maximum of 4 (four) business days;

**13.14.** In case credit transfer orders are issued in paper format, the deadlines referred to in the previous number may be extended by an additional 1 (one) business day.

**13.15.** In the case of non-SEPA + credit transfers (cross-border to countries outside the European Union), the deadlines should be consulted in the price list.

**13.16.** The charges for the aforementioned credit transfers, in terms of commissions, expenses and fees payable by the client, are set out in the price list.

**13.17.** The Bank shall be liable to the Holder for the proper execution of the credit transfer order it has issued.

**13.18.** The Bank's obligation as the service provider of the client shall consist solely of making the credit transfer amount available in due time to the Bank's account with the beneficiary's bank, and the Bank shall not be liable for the actual crediting of the credit transfer amount to the beneficiary's account.

**13.19.** In those cases in which, having already debited the holder's account, the amount of the credit transfer is returned, notably on the initiative of the beneficiary or the beneficiary's bank, such amount shall be credited to the holders account on the day it is received by the Bank, which shall inform the holder of the return and the reason transmitted to it by the beneficiary's bank.

**13.20.** The information that the Bank sends to the holder on the debit and credit movements made in the account under the terms provided for in paragraph 23 of the General Conditions shall indicate all the credit transfers made in the period to which such information relates, containing a reference enabling the account holder to identify each transaction and information on the respective amount, the debit date, the charges levied and, where applicable, the exchange rate applied.

**13.21.** The Holder is entitled to obtain rectification by the Bank if, having become aware of an unauthorized or incorrectly executed credit transfer likely to give rise to

a claim, the Effective Beneficiary notifies the Bank thereof in accordance with the provisions of paragraph 23.5.

**13.22.** Once the claim referred to in the preceding paragraph has been lodged, the Bank shall reimburse the holder, without undue delay, the amount of the unauthorized or incorrectly executed credit transfer and, where applicable, restore the debited account to the situation in which it would have been if the unauthorized credit transfer had not been executed or if the incorrect execution of the credit transfer order had not occurred.

**13.23.** In addition to the provisions of the preceding paragraph, in the event of a non-executed or incorrectly executed credit transfer, the Bank shall be liable to the holder for any charges for which it is responsible and for any interest to which the holder is subject as a result of the non-execution or incorrect execution of the credit transfer order.

**13.24.** In the event that the credit transfer order has not been executed or has been incorrectly executed, regardless of whether the Bank is liable, the Bank shall, upon request, immediately endeavor to trace the transaction and notify the holder of the results obtained.

## 14. Direct Debit Movement by Direct Debit

**14.1.** Direct debit allows the client to make payment for goods or services supplied or rendered by a third party (creditor) by debiting the account on the basis of a direct debit authorization previously issued by the Effective Beneficiary and a collection instruction transmitted by the creditor.

**14.2.** The direct debit mandate may relate to a single payment (single payment) or to a series of payments spread over time (repeated payments to one or more creditors).

**14.3.** Direct debiting occurs when the client authorizes another person (the payee or creditor) to instruct the payment service provider (the bank) to transfer money from the client's account to this payee (or creditor). The payment service provider (the bank) then transfers the funds to the beneficiary (the creditor) on a date or dates agreed upon between the client and the beneficiary (the creditor). The amount may vary.

**14.4.** For the purpose of activating this direct debit service, i.e. for the client to authorize the payment service provider (the bank) to debit his account with the charges submitted by the payees (creditors), the payee (creditor) must provide the client with the creditor's identification number as well as the authorization number.

**14.5.** The client may activate the direct debit service, with respect to one or more payees (creditors), by means of a written document concluded directly with the payee (creditor) and delivered to the payment service provider (the bank), or to the payee (creditor), pursuant to the applicable legal and regulatory provisions.

- 14.6.** When activating the direct debit service, the client may set limits on the validity period of the direct debit authorization, as well as on the maximum collection amount allowed for each of the debits and also on the time limit or periodicity for repeated payments.
- 14.7.** The client shall have the account duly provisioned by the end of the day prior to the date agreed upon with the beneficiary (creditor) for the execution of the debit. In the absence of provision or in case of insufficient provision, the direct debit shall not be executed and such information shall be transmitted to the beneficiary's (creditor's) bank.
- 14.8.** Should the collection instruction issued by the beneficiary (creditor), exceed the maximum collection amount referred to in the previous paragraph, the payment service provider (the bank) shall not execute it, i.e. the amount shall not be debited from the account.
- 14.9.** Without prejudice to the following paragraph, clients may, at any time and by the aforementioned means, cancel direct debit authorizations to direct debit on account or change the limits set out in paragraph 14.6. but the cancellation and change of limits shall only be effective in respect of future debits.
- 14.10.** The client may revoke a particular direct debit, provided he notifies the payment service provider (the bank) by 12 noon on the business day before the day agreed with the payee (creditor) for debiting the funds.
- 14.11.** Clients shall check, through the ATMs, homebanking, telephone service or any other means made available by the Bank, the elements comprising the direct debit authorizations they have granted.
- 14.12.** Once the debit has been made, the client may, within a maximum period of thirteen months from the date of debit, submit to the Payment Service Provider (the Bank) a claim based on the non-existence or incorrect execution of the direct debit authorization.
- 14.13.** The provisions of points 13.20 to 13.24 shall apply mutatis mutandis to direct debit transactions.
- 14.14.** Irrespective of the right under point 13.21, the holder may claim from the payment service provider (the bank) a refund of the amount debited in connection with a direct debit, if the payment service provider (the bank) is requested to do so within eight weeks of the date of the debit and provided that the following conditions are met:
- a) the direct debit account authorization does not specify the exact amount to be debited;
  - b) the amount debited exceeds the amount the holder could reasonably expect based on his/her previous spending profile and the specific circumstances of the case.
- 14.15.** If the payment service provider (the bank) so requests, the holder shall provide the factual elements relating to the conditions specified in the previous paragraph.
- 14.16.** Within ten business days of receiving a request for a

refund pursuant to paragraph 14.14, the payment service provider (the bank) will either refund the full amount debited or provide justification for refusing the refund, indicating the bodies to which the holder may refer the matter if he does not accept the justification provided by the payment service provider (the bank).

## 15. Impediments to Debit Transaction

- 15.1.** There are situations that may prevent, even with temporary effects, the movement of funds deposited in the account or associated accounts.
- 15.2.** The situations set forth in the preceding paragraph include:
- a) the failure to provide all the identification elements and respective supporting documents concerning the account holders and their representatives;
  - b) the death of the holders, an event that forces the redefinition of who owns the deposited funds;
  - c) decisions by judicial authorities ordering the embargo, garnishment, seizure, attachment or freezing of the deposited funds.

## 16. Credit Movements

- 16.1.** Account credit may be handled by the holders themselves or by any third party, by means of credit transfers, checks, or other amounts accepted by the Bank for this purpose.
- 16.2.** Cheques may be deposited at a Bank branch or by any other means made available by the Bank.
- 16.3.** With regards to the deposit of cheques, and barring exceptional situations of force majeure, the value date of the availability of the respective funds shall correspond to the actual day on which the deposit is made, if made at the Bank's counter and drawn on the same, or on the second business day after its execution if made at the counter but drawn on another bank.
- 16.4.** In the case of a credit transfer, the Bank shall ensure that the amount is available to the holder on the same day on which the credit transfer is made, in the case of an intrabank credit transfer, or, immediately after receipt of the funds from another bank, in the case of a domestic interbank credit transfer or SEPA + credit transfers (cross-border in the SEPA euro area).

## 17. Credit overrun

- 17.1.** The Bank may allow you, without prior agreement with you, to have funds in excess of your account balance or the maximum limit of a contracted overdraft.
- 17.2.** The provisions of the preceding paragraph shall be at the Bank's discretion, whereby the Bank, in the event of a debit order from the client exceeding the balance of

# Contract for Opening and Operation of Deposit Accounts General Conditions

the account or the amount of the contracted overdraft, may, on a case-by-case basis, decide to execute the order in full or in part or not at all, and the client shall be liable for the consequences thereof.

- 17.3. Should the Bank decide to execute the debit order received pursuant to the provisions of the preceding paragraph, the Account shall have a negative balance, which shall be immediately reinstated by the client, regardless of any request to that effect from the Bank.
- 17.4. From the date of execution of the debit order to the date of full payment, the negative balance shall bear interest at the rate in force for credit overruns as provided for in the Price List.
- 17.5. Should the client, summoned by the Bank to settle the negative balance in debt, fail to do so within the period specified by the Bank, a default rate of 3% (three percent) per annum or any other legally permissible rate shall be added to the rate in force.
- 17.6. The remuneratory interest and default interest, respectively referred to in paragraphs 17.4 and 17.5, may be capitalized under the terms legally permitted.
- 17.7. Without prejudice to the provisions of the preceding paragraphs, in the event of a credit overrun, the holder shall also be liable for the payment of commissions, taxes and other charges that may be due, under the terms of the law and of these General Conditions, as established in the price list.

## 18. Other rules regarding account activity

- 18.1. Client authorize the Bank to operate the account, either as a debit or as a credit, in order to correct posting errors or any other situation that justifies it, including abusive movements on the account. The value date of the correction movement shall correspond to the value date of the movement or situation that is intended to be corrected, unless technically or legally impossible.
- 18.2. Client instructions for the captive or blocking of part or all of the Account balance, when accepted by the Bank, shall not prevent:
  - a) the Bank's compliance with attachment orders or other orders to seize such balance issued by competent authorities;
  - b) the enforcement of payment orders that have been validly issued or the debiting of any amount that clients owe the Bank under this or any other agreement.
- 18.3. The Bank may block the amounts corresponding to payment orders made outside the Portuguese territory through a debit card, for a maximum period of 24 (twenty-four) hours, and until the effective confirmation of the execution of the operation.

## 19. Authorization of Debit/Withdrawal

- 19.1. For payment of any amounts, including those resulting from credit overruns (see point 17), interest, commissions, fees, taxes or any other charges in respect of the account, any of the linked accounts or the execution of orders, owed by the account holder or, in the case of a corporate account, by any account holder, they authorize the Bank to:
  - a) debit without prior notice the account, which they undertake to keep provisioned for this purpose;
  - b) debit any of the accounts associated with time deposits even if the respective term has not yet expired;
  - c) debit any other demand deposit account that they hold or will hold with the Bank, or any of the respective accounts associated with time deposits, even if the respective term has not yet expired.
- 19.2. Any penalties or loss of interest arising from the sale, withdrawal or redemption of Client's assets, investments or securities, carried out by the Bank under the powers granted to it, shall be the Client's responsibility.
- 19.3. The provisions of the preceding paragraphs shall apply even if the Client's obligations are denominated in a currency other than the Account currency, and the provisions of Section 13.6 shall apply.

## 20. Insufficient Provision

- 20.1. In the event the Bank debits the Account with the amounts due by the holders, in accordance with the provisions of paragraph 19 above, and there is no or insufficient provision in the Account for the payment of such amounts, with the Account remaining with a negative balance, the holder shall immediately restore such negative balance, regardless of any request by the Bank to that effect.
- 20.2. The negative balance referred to in the preceding paragraph shall be subject to interest at the rate in force for overdrafts, as indicated in the price list in force, and the provisions of paragraphs 17.4, 17.5, 17.6 and 17.7 shall apply.

## 21. Communications from Clients

- 21.1. Unless otherwise stated, all communications and information that you are required to provide to the Bank in writing under these General Conditions may be provided:
  - a) in paper form, by sending a letter addressed to the Bank, preferably to the branch where the account is held;
  - b) in electronic form, by sending an e-mail message to

the Bank to the e-mail address declared by the Bank when opening the account or at a later date, expressly for that purpose;

- c) other means of communication, namely by computer, telephone or other means agreed upon with the Bank.

- 21.2. The Bank shall not be liable for any damages or losses arising from the use of mail, telephone, e-mail, swift or any other communications system, or arising from any delay, loss, violation, misrepresentation or misunderstanding of information transmitted, or for the forgery of signatures or documents, nor shall the Bank be liable for any damages or losses arising from delays, non-receipt (total or partial) of documentation, transmission errors, reception with technical deficiencies, interferences, disconnections or other anomalies occurring through the communication systems used by the client addressed to the Bank under the contract, nor for the delivery to a place or person other than the addressee, of information or other elements sent by the client or third parties.
- 21.3. Furthermore, the Bank shall not be liable for damages and losses arising from the execution of orders or instructions transmitted by the client where, for reasons which cannot be proven to be attributable to the Bank, its computer systems or the computer systems of third parties whose use is necessary for this purpose do not permit the timely or complete execution of such orders or instructions.
- 21.4. In the event of doubt regarding instructions or other communications, in particular as to their origin, the identity or powers of their authors and the clarity or sufficiency of their content, the Bank reserves the right not to carry them out or to request, in advance, by any means it deems appropriate, their confirmation or clarification, Clients bearing the consequences of their non-execution or late execution, and of the procedures aimed at their confirmation or clarification.
- 21.5. Clients authorize the Bank to record their orders or instructions, by phonographic, computer or other equivalent means, and to keep the respective media for as long as it deems appropriate, being entitled to use such recordings or records, namely for evidential purposes.

## 22. Communications from the Bank

- 22.1. The written communications and information that the Bank sends to Clients under this Agreement or in compliance with any legal or regulatory provision may be provided (i) in paper form, by sending a letter addressed to the first holder to the address stated by the same when opening the account, or, if the account has changed, to the last stated address; ii) electronically, by sending a message addressed to the first holder to the homebanking mailbox, provided that the Bank provides this service and the Client has subscribed to this channel; iii) electronically, by sending an email

message addressed to the first holder to the email address declared by the same at the time of opening the account, or, if the same has changed, to the last email address communicated to the Bank; or iv) by any other means agreed between the parties.

- 22.2. The Bank may change the communication media normally used to communicate with Clients and shall communicate such change 30 (thirty) days in advance of the date on which it is scheduled to take effect.
- 22.3. It is the responsibility of Holders, as provided in paragraph 3.1, to inform the Bank of any change of address for the Account.
- 22.4. The Bank may also use other means of communication, namely telephone, telex, fax, courier services or those of companies providing similar services, resort to hand delivery by Bank employees or courier hired under protocol.
- 22.5. The Bank shall not be liable for delays, deficiencies, interruptions or other anomalies resulting from the use of mail or other means of communication or from the delivery of information or items sent by it to Clients or third parties to a place or person other than the addressee, unless such anomalies are demonstrably attributable to the Bank.
- 22.6. If more than 2 (two) communications sent by the Bank are returned or if the clients request it and the Bank accepts it, the Bank may withhold the communications to be sent to the clients.

## 23. Bank statements

- 23.1. The Bank shall issue and send to Clients, at least once a month, a statement of all debit and credit movements made in their account, as well as any additional information deemed necessary.
- 23.2. The information referred to in the preceding paragraph may be made available by the Bank to the Client on paper or electronically or through the homebanking service, provided that the Bank makes this service available and the Effective Beneficiary has subscribed to it, pursuant to the provisions of paragraph 22.1.
- 23.3. At the Client's request, the Bank may issue other types of account statements or with another frequency, and Clients shall be charged the amount due for such service and other expenses or taxes.
- 23.4. Clients shall check the statements and complementary information and, should they notice any irregularities, such as the incorrect entry of an operation carried out or the entry of an operation that has not been ordered, they shall immediately communicate such fact to the Bank.
- 23.5. With a view to rectifying the situation provided for in the preceding paragraph, the Client shall notify the Bank as soon as possible, and this claim may not be satisfied after the expiration of thirteen (13) months



from the date of the unauthorized or incorrect debit.

**23.6.** Statements and supplementary information sent to Clients may contain, for example:

- a) information regarding the account, associated accounts or other products and services subscribed to by Clients;
- b) other information that the Bank must provide to Clients under the terms of this contract or in compliance with any legal or regulatory provision.

**23.7.** In the event the Bank provides information pursuant to the preceding paragraph, such information shall be duly individualized from the information referring to the debit and credit movements in the account.

## **24. Amendment of the General Conditions**

**24.1.** The Bank may amend these General Conditions by notifying Clients of such amendment in a circular, in an account statement or by any other means, at least 30 (thirty) days before the date on which the amendment comes into force.

**24.2.** Clients may terminate this Agreement immediately and free of charge on the basis of such amendments within thirty (30) days from the date of dispatch of the communication made by the Bank and, to this end, the provisions of paragraphs 25.2 and 25.5 below shall apply mutatis mutandis.

**24.3.** In the case of a corporate account, notice of non-acceptance of the proposed changes and the consequent expression of intent to close the account must be given by all account holders, without prejudice, however, to the possibility of any of the account holders renouncing ownership under the terms of paragraph 5 below.

## **25. Termination of contract and account closure by Clients**

**25.1.** The contract is valid for an indefinite period.

**25.2.** Should clients wish to terminate the agreement and close the account, they shall inform the Bank in writing at least thirty (30) days in advance, by means of a statement signed by the holders, indicating the destination to be given to the funds deposited and, if applicable, the financial assets.

**25.3.** In the event of termination of the agreement and account closure pursuant to the preceding paragraph, no charges shall be borne by the client.

**25.4.** In the event the Bank receives an account closure instruction, it may declare all or part of any client's obligations to the Bank due and payable in advance.

**25.5.** Clients undertake to deliver to the Bank in advance any means of payment or account operation that have been

delivered to them.

**25.6.** The Bank reserves the right not to close the account in the event of any of the following situations:

- a) existence of any outstanding order or transaction;
- b) existence of a debit balance on the account in favor of the Bank;
- c) existence of any associated account;
- d) existence of a securities account;
- e) non-return by clients of all means of payment delivered to them or until all client's liabilities to the Bank have been settled;
- f) existence of judicial imposition or legal impossibility.

**25.7.** Closing the account does not remove the account holders' liability until such time as they withdraw from the account.

## **26. Termination of the agreement and closure of the account by the Bank**

**26.1.** If the Bank intends to terminate the agreement and close the account, it shall inform the clients in writing, in accordance with the terms stipulated in paragraph 22, at least 60 (sixty) days before the date on which it intends the termination to take effect.

**26.2.** Notwithstanding the provisions of the preceding paragraph, the Bank may terminate the contract and close the account with immediate effect whenever any of the following situations arise:

- a) falsity, inaccuracy or inaccuracy of any data provided by clients for the purpose of entering into and executing the contract or any operation provided for therein;
- b) non-compliance, by the clients, with any obligation arising from this contract or the client's particular conditions and/or other documentation subscribed by the Clients.
- c) Serious violation by clients of legal duties applicable to them, particularly with regard to the rules to combat money laundering and financing of terrorism.

**26.3.** In the event of the provisions of the preceding paragraphs, the client's obligations and any guarantees shall remain in force until all the Bank's claims against them have been satisfied. The closure of the account shall not affect the liability of clients until such time as the closure takes effect.

**26.4.** Within ten (10) days of receiving notice of the closure of the Account sent by the Bank, clients shall deliver to

the Bank all means of payment or account operation.

## 27. Other aspects relating to account closure

- 27.1.** Closing an account always implies closing the associated accounts.
- 27.2.** If clients do not indicate the IBAN of the account to which they wish the account balance to be transferred by the date fixed for its closure, the Bank may send a bank cheque in the amount of the said balance to the address mentioned in the specific terms and conditions (or, if it has changed, to the last address declared to the Bank). If the cheque is returned, the existing balance on the account in favour of the clients will be transferred to a Bank settlement account from which clients may request the transfer to an account to be indicated. The costs, charges and taxes due as a result of keeping the said amounts in the adjustment account and the form used for their transfer shall be fully borne by the clients and shall be deducted from the amount to be delivered by the Bank to the clients.
- 27.3.** From the date on which the closure of the account takes effect, the Bank shall not execute any order from the clients, legal representatives or third parties on the account.
- 27.4.** If during a period of 180 (one hundred and eighty) consecutive days the account is not operated, the Bank may close it under the terms referred to in this point and in the previous point.

## 28. Copy of the contract

- 28.1.** During the term of the contract, clients may at any time ask the Bank for a new copy of the contract, on paper or on any other durable support.

## 29. Personal Data - Collection and Processing

- 29.1.** The data collected by the Bank at the time of the conclusion of this contract and during its execution shall be subject to automated and computerized processing, and shall be included in a file of personal data that the Bank, as the party responsible for the processing, may use for the period of time necessary to pursue the purposes of the collection or subsequent processing, for the following purposes:
- a) Management of the pre-contractual or contractual relationship and related operations;
  - b) Compliance with legal obligations concerning the fight against money laundering or the financing of terrorism;
  - c) Compliance with other legal or regulatory obligations;
  - d) Carrying out promotional activities and direct marketing, carried out through automatic calling devices, fax machines, electronic mail, SMS, MMS,

or other means that allow the reception of messages regardless of the intervention of the recipients;

- e) Conducting market studies, evaluation surveys, and statistics.

For the pursuit of the purposes identified above, the bank may interconnect the data collected for the purpose of updating and completing such data.

- 29.2.** The data collected and held by the Bank may, within the scope of this contractual relationship, be transmitted, with respect for the duty of confidentiality and the principle of the purpose for which they were collected, to the following entities:

- a) Entities of the group in which the Bank is part of for the purpose of providing banking and financial services;
- b) Entities managing credit risk centers, of a public or private nature;
- c) Central Credit Responsibilities of Banco de Portugal, regarding effective or potential responsibilities arising from credit operations of which the data subject is the beneficiary, under the terms of the law;
- d) Credit analysis and fraud prevention agencies;
- e) Judicial or administrative authorities, in the case where such transfer is mandatory;
- f) Organizations, including insurance companies that have contracts with the Group in which the bank is included for the provision of services, promotions or offers;
- g) Entities that provide solvency services to credit institutions; credit collection companies if necessary for the recovery of amounts owed to the Bank;
- h) Legal and supervisory authorities whenever the Bank is legally obliged to do so;
- i) Subcontractors who will process the data on behalf of the Bank and in accordance with the purposes determined by the Bank, when and to the extent that such processing is necessary to offer the holder products and services marketed by the Bank, to comply with the pre-contractual and contractual obligations between the Bank and the holder, to conduct market studies, evaluation surveys or statistical analyses;
- j) Any entity with which BNI Europa negotiates for the assignment of its contractual position and/or the credits arising from this Agreement.

- 29.3.** The Bank guarantees the data subject the right of

# Contract for Opening and Operation of Deposit Accounts General Conditions

access, rectification, erasure, limitation of processing, portability, opposition or refusal of automated decisions through the email address [dpo@bnieuropa.pt](mailto:dpo@bnieuropa.pt)

- 29.4. The Bank guarantees the data subject that they may at any time object to the processing of their data for direct marketing or profiling purposes by writing to the following email address: [dpo@bnieuropa.pt](mailto:dpo@bnieuropa.pt)
- 29.5. The Bank guarantees the data subject that the data is collected and stored only for the period necessary for the purposes of collection and further processing.
- 29.6. The Bank warrants that it has implemented the necessary technical and organisational measures to protect the data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and against all other unlawful forms of processing.
- 29.7. The Bank shall transfer data to third countries outside the European Union or the European Economic Area only where permitted by law. Data transfers outside the European Union may occur, in particular, where necessary for (i) the execution of orders or requests (e.g. transfer of payment abroad), (ii) a legal requirement, or (iii) with the express consent of the holder.
- 29.8. In case the holder is a Collective person, as from 31 January 2020, the Bank will consult the information contained in the central register of the beneficial owner, under and for the purposes of Law no. 89/2017.

## 30. Secrecy

- 30.1. The Bank, its directors and employees shall not disclose or use any information on facts or elements concerning the relationship between the Bank and its clients, except in cases of laundering of benefits of illicit origin and the financing of terrorism, the powers of supervisory entities, taxation and the other situations provided for by law.

## 31. Liability

- 31.1. The Bank shall not be liable for any damages, losses and/or losses suffered by clients and/or third parties as a result of abnormal and unforeseeable circumstances beyond the Bank's control, namely:
- a) act, omission, failure or carelessness on the part of clients and/or, to the fullest extent permitted by law, third parties directly or indirectly involved in the execution of transactions covered by this agreement;
  - b) delays, errors, interference, suspensions and/or interruptions of communications, power failures, data loss and/or other anomalies arising from deficiencies in the operation of any equipment or computer system, as well as, means or network of

telecommunications, both public and private, used for the transmission of orders, instructions and/or the execution of transactions; and

- c) floods, fires, storms, earthquakes, acts of terrorism, explosions, strikes, labor disputes (whether or not involving Bank employees) or any other force majeure event,

except when the damages resulting from such anomalies are demonstrably attributable to the Bank.

- 31.2. The Bank shall not be held liable for the breach or non-compliance by clients of any legal, regulatory or contractual provision binding them and which is directly or indirectly related to the execution of the operations covered by this Agreement.
- 31.3. Clients acknowledge that the Bank's content, images, graphics, logos, documentation, printed matter, domains and trademarks constitute intellectual creations of the Bank or of third parties contracted by the Bank, which are protected by intellectual property rights, copyright and similar rights, and therefore undertake not to perform any act that may, under applicable law, constitute an infringement of such rights.
- 31.4. Clients are not authorized, under any circumstances, by any means or medium whatsoever, to copy, reproduce, alter, distribute, disclose, sell, assign, retransmit or make the contents and information made available through the Bank accessible to third parties.

## 32. Miscellaneous Provisions

- 32.1. The Bank is hereby expressly authorized to conclude business with itself in the exercise of the powers of attorney granted under this contract.
- 32.2. For the purposes of service of process, the client's domicile as stated in the Special Conditions (or, if the same has changed, the last address declared to the Bank) and the Bank's domicile shall be used.
- 32.3. Without prejudice to the maintenance of its responsibility towards its clients, the Bank is expressly authorized to partially subcontract the services under this contract with a suitable entity, provided that the Bank's activity is not impaired, that it maintains the same level of client protection and that it controls the subcontracted activity.
- 32.4. For any additional information, the client may contact the Bank or the usual telephone number.

## 33. Deposit Guarantee Fund

- 33.1. The Bank participates in the Deposit Guarantee Fund.
- 33.2. The Deposit Guarantee Fund guarantees the value of deposits up to a maximum limit of € 100.000 per

depositor, whether or not the depositor is resident in Portugal.

- 33.3.** Deposits made with the Bank benefit from the repayment guarantee provided by the Deposit Guarantee Fund whenever deposits become unavailable for reasons directly related to their financial situation.
- 33.4.** For each depositor in a given bank, in calculating the amount of his deposits, the deposit accounts he holds with that bank, including interest due, on the date he found out that the bank was unable to pay; if the deposits are in foreign currency, their amount shall be converted into euros at the exchange rate on that date.
- 33.5.** The reimbursement shall take place within the following time limits: i) a portion up to 10.000 Euros of all covered deposits, within a maximum period of 7 (seven) days; ii) the remainder, up to the guaranteed limit of 100.000 Euros, within a maximum period of 20 (twenty) working days. The time limit is counted from the date on which the deposits become unavailable, and the Deposit Guarantee Fund may, in absolutely exceptional circumstances and in individual cases, request an extension of the time limit from the Bank of Portugal for a period not exceeding 10 (ten) working days.
- 33.6.** All types of deposit are covered, including demand and time deposits, unless otherwise exempted by law.
- 33.7.** The information in this section is a summary of the current Deposit Guarantee Scheme; for more detailed information, notwithstanding the information being available at the Bank's branches and on its website, the following site may also be consulted: <http://www.fgd.pt>.

## **34. Complaints. Out-of-court complaint and appeal procedures**

- 34.1.** The client may present complaints or claims for actions or omissions of the Bank's bodies and employees to the client Ombudsman, who shall consider them after the necessary diligence and may issue recommendations to the Bank's Executive Committee. The client Ombudsman's recommendations are binding on the bodies and services, after approval by the said Committee. Questions should be addressed in writing to the client Ombudsman by e-mail [provedoria@bnieuropa.pt](mailto:provedoria@bnieuropa.pt).
- 34.2.** Clients may also submit directly to Banco de Portugal any complaints based on the Bank's failure to comply with the Law by accessing the Banking client website, where they can fill in the complaint form online or print and fill in the respective complaint form and send it by mail to the address of Banco de Portugal mentioned in the respective website. They may also choose to use the Complaints Book available in physical format at Banco BNI Europa's head office (which will be made available as soon as the client requests it) or in electronic format

at [www.livrodereclamacoes.pt](http://www.livrodereclamacoes.pt);

- 34.3.** The disputes with a value equal or inferior to the jurisdiction of the courts of first instance may, as an alternative to the competent judicial means, be submitted to the following extrajudicial dispute resolution entities: Centro de Arbitragem de Conflitos de Consumo de Lisboa and Centro Nacional de Informação e Arbitragem de Conflitos de Consumo.

## **35. Applicable Law and Competent Court**

- 35.1.** The contract is governed by Portuguese law.
- 35.2.** Without prejudice to the following paragraph, in the event of a claim or dispute of €5.000 or less, arising from the interpretation, validity or performance of this contract, the client may resort to the out-of-court dispute resolution entities to which the Bank has subscribed.
- 35.3.** The Bank and the client may also resort to a court of law, stipulating, for this purpose, the jurisdiction of the courts of Lisbon or Oporto, if the holder is domiciled in the metropolitan areas of Lisbon or Oporto, respectively, or the civil court of the domicile of the holder, provided that it is in Portugal.
- 35.4.** The Bank may also resort to coercive means of enforcement in the event of non-payment of the amounts due under this contract, based on the last statement sent to the Effective Beneficiary and not contested by the latter.

## **36. Competent Supervisory Authorities**

- 36.1.** The Bank's business is subject to supervision by the Bank of Portugal, which is registered under number 191.
- 36.2.** The supervisory authority referred to in the preceding number has its registered office at Rua do Comércio 148, 1100-150 Lisbon, and for other means of contact with it, please consult its website [www.bportugal.pt](http://www.bportugal.pt).

## **37. Reporting of Responsibilities to the Bank of Portugal**

- 37.1.** In compliance with the provisions of Item 4 a) of Bank of Portugal Instruction no. 21/2008, the Bank is obliged to communicate to that entity, for the purposes of centralising and disclosing information, in the name of the direct beneficiary of the credit, the balances of liabilities arising from active lending operations granted in respect of the last day of each month, as well as the guarantees provided in the name of the potential debtor.
- 37.2.** The operations referred to in the previous paragraph also include the unused amounts relating to any types of irrevocable lines of credit contracted, including credit



cards, to be communicated in the name of the direct beneficiary, as they constitute potential liabilities and the amounts of guarantees and sureties provided in favor of the Bank, to be communicated in the name of the guarantors and sureties, from the start of the respective financing contract, up to the limit of the guarantee provided.

- 37.3.** Clients have the right to know the information about themselves contained in the Central Credit Register and, when errors or omissions are found, they must request their rectification or updating with the Bank.

## CHAPTER II

### General Conditions for Time Deposit Accounts and Special Regime Accounts

#### 38. Definition

- 38.1.** Term deposit accounts are those in which term deposits are constituted, and which are due for payment at the end of the term for which they were constituted, without prejudice to early mobilisation under the terms agreed by the parties.
- 38.2.** Special regime deposit accounts shall be understood to mean other accounts created by the Bank or provided for in legal or regulatory provisions.
- 38.3.** The Bank shall establish the various types of time deposit accounts and special regime deposit accounts, defining their characteristics and conditions.
- 38.4.** Time deposit accounts and special regime accounts shall be governed by the provisions of this Chapter and, subsidiarily, by the General Conditions of Account set out in Chapter I, without prejudice to the applicable legal provisions and to whatever is specially agreed upon by the parties.

#### 39. Opening

- 39.1.** The holder, or any of the holders if the account is a corporate account, may open time deposit and special regime accounts associated with the account; such accounts, as well as the deposits therein, shall be subject to the same operating conditions as the account, unless otherwise stipulated in writing by the parties.

#### 40. Types of Deposit

With regard to the type of remuneration and their greater or lesser complexity, time deposits and special regime deposits are classified in one of the following types:

- a) simple deposits, meaning deposits remunerated at a fixed or variable rate, in the latter case indexed in a simple manner to money market indexing factors (e.g. Euribor);
- b) deposits that constitute complex financial products under the terms of paragraph 1 of article 2 of Decree-Law no. 211-A/2008, of November 3, which can be of one of two types:
  - indexed deposits, understood as deposits whose return is linked, in whole or in part, to the evolution of other relevant financial or economic instruments or variables (namely to shares or a basket of shares, to an index or a basket of share indices, to an index or a basket of commodity indices);
  - dual deposits, understood as those resulting from the combined marketing of two or more deposits.

#### 41. Incorporation and mobilization

- 41.1.** When each term deposit is created, the parties shall enter into a contract with the special and/or particular conditions of the deposit, among which the conditions for its mobilization, by opting for one of the following modalities:
- a) in the case of constitution of a term deposit without early mobilization, the deposit may only be mobilized at the end of the term for which it was constituted and may not be reimbursed by the Bank before the expiry of the same term;
  - b) in the case of a time deposit with early mobilization, the deposit may be unilaterally withdrawn by the holder before the term for which it was constituted, under the conditions agreed upon at the time of its constitution.
- 41.2.** In the case referred to in item b) of the previous number, if the deposit has been constituted in:
- a) Corporate term deposit solidary account, any of the holders may early mobilize the term deposit, regardless of the holder or holders who constituted the deposit, unless expressly stipulated otherwise by the parties;
  - b) Corporate term deposit account, the time deposit may only be advanced by the consent of all holders;
  - c) Mixed Corporate term deposit account, the time deposit can only be mobilized in advance in accordance with the handling conditions agreed between the holders and the Bank.

**42. Interest**

- 42.1. The interest earned on time and special deposits shall be credited to the account when due, unless otherwise provided by law or stipulated by the parties.

**43. Waiver of the Disclosure Notice**

- 43.1. In the case of simple time deposits with an initial maturity of 7 (seven) days or less intended for professional use, the Bank is expressly exempted from providing the holder with the respective standardized information sheet.

I have received a copy of, read and accepted the contents of these General Conditions, whose reference is **DO-CGERAIS-2022\_09\_01**

The Holder(s)

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*(Signature as per signature form)*

Place, Date

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For Banco de Negócios Internacional (Europa), S.A.