

GENERAL CONDITIONS FOR OPENING AND OPERATING AN ACCOUNT AND CUSTODY OF SECURITIES

These General Conditions are entered into by BEST - Banco Electrónico de Serviço Total, S.A., which registered office is located in Lisbon, in Rua Castilho, 26, Piso 2, with a share capital of €63,000,000, taxpayer number 505149060 and registered with the Conservatória do Registo Comercial de Lisboa (Lisbon Companies Register) under the same number, registered with the Bank of Portugal under code 065 and authorised by that body to engage in the business of banking, registered with the CMVM (Portuguese Securities Market Commission) under number 285 and authorised by that body to engage in the business of financial intermediation (hereinafter referred to as "**BEST**", "**Bank**" or "**Best Bank**") and by the Customer(s) specified on the account opening form (hereinafter also referred to as "**Customer**", and "**he/she**", "**his/her**" and "**himself/herself**", with no use of "**it/its/itself**" for simplicity purposes).

SECTION A

GENERAL PROVISIONS

1. Definitions and interpretation

1.1. Under these General Conditions, whenever commencing with a capital letter and unless the context clearly gives a different meaning, the terms listed below shall have the meaning specified below:

Tied Agents: professionals hired by BEST to engage in the activities legally allowed to tied agents pursuant to Article 294-A of the Securities Code (Código dos Valores Mobiliários) or any other legal or regulatory provision which may replace or supplement it;

Beneficial owner: the individual on whose behalf the Current Account (CA) is opened;

Digital Channels:

(i) Best site (BEST site available on the internet at www.bancobest.pt, which includes a public area and a private Customer area – home banking);

(ii) Mobile (public area and a private Customer area – home banking):

- Best Bank App – remote banking service

developed for mobile access via an app (according to the general terms and conditions of use of Banco Best Mobile Apps);

- Best Trading Pro App – securities' trading service developed for mobile access via an app (according to the general terms and conditions of use of Banco Best Mobile Apps);

(iii) Similar ones that may be developed in the digital market;

Additional Security Codes: Single use code, generated when an operation is to be performed and sent via means to be defined by the Bank, namely, via Notification to the mobile device defined in the website or in the Best Bank App for the reception of notifications or by SMS to the Additional SMS Security Mobile Phone registered with BEST. Card transactions carried out in open environments (e.g. Internet sites, apps or programs) may be confirmed in the app MB MAY.

Current Account (CA): the current account held by the Customer in BEST, which opening and operating conditions will respect the provisions in Sections A and B of these General Conditions, and which may be a simple Current Account, a Salary Account or a Minor's Account;

Minor's Account: the deposit account held by the Customer in BEST, whose opening and operating conditions will respect the provisions in Sections A, B1 and B3 of these General Conditions;

Salary Account: the deposit account held by the Customer in BEST, whose opening and operating conditions will respect the provisions in Sections A, B1 and B2 of these General Conditions;

Securities Account: the securities account associated with the Current Account in which Securities are registered and/or deposited;

Accounts: the series of accounts specified above, i.e. ordinary CA, Minor's Account, Salary Account and Securities Account;

Agreement: the agreement signed between BEST and the Customer under the present General Conditions and Special Conditions;

Contracted Overdraft: an express contract associated with the Current Account through which the Bank allows the Customer to use funds that exceed the balance of the Current

Account.

Business Days: days other than Saturdays, Sundays and Bank Holidays (including those applying only to credit institutions or to organisations in the financial sector or in any country/market where BEST operates) and in which credit institutions or foreign exchange markets which are involved in the transactions to be carried out are open and working, in particular due to the currency in which the relevant transactions have to be carried out;

Means of Communication at a Distance: any mean of communication that can be used without the physical and simultaneous presence of the Bank and the Customer such as, for example, the Digital Channels, the Customer Support Service Notification or the SMS;

Minor: Customer below the age of 18;

Access Passwords: passwords in the form of secret codes, defined by BEST or by the Customer according to a set of rules which are unique, personal and non-transferable and allow the Customer to access the services and products available via the Means of Communication at a Distance.

In order to access the Means of Communication at a Distance, the user code and Access Password must be numeric.

Promoters: professionals hired by BEST to promote on its behalf banking operations (as specified in number 1 of Instruction 11/2001 of the Bank of Portugal), duly identified as such;

Representatives: parents or whomsoever is/are the guardian(s) or administrator(s) of the assets of a Minor, or is/are managing the affairs of a disqualified person, or is/are the guardian(s) or administrator(s) of the assets of a person lacking capacity, or any appointed proxy;

BEST Customer Support Service: Best Customer Service: telephone line with personalized service and with the mandatory recording of calls (+351 218 505 775, business days, from 8h to 20h WET. Landline call); other contacts available at www.bancobest.pt and the Best Bank app.

Overrunning: the Bank tacitly allows the Customer to use funds that exceed the balance of the Current Account or that of a Contracted Overdraft;

Securities: any book-entry securities, securities in the form of certificates or other financial

instruments owned by the Customer in relation to which BEST provides registration and deposit services in accordance with the terms set forth in Section D below.

1.2. The terms defined above in the singular can be used in the plural and vice-versa, and their meaning shall be altered accordingly.

1.3. The headings of the clauses of these General Conditions are merely for convenience purposes and they neither interpret the clauses nor are they an integral part thereof.

1.4. If any clause of these General Conditions is held to be null or in any way invalid by an authority competent to do so, such nullity or invalidity shall not affect the validity of the other clauses.

2. Purpose

2.1. Without prejudice to the provisions in the next point, this agreement establishes the general terms and conditions that apply to contracting the following services and products offered by BEST:

- (a) Opening, operating, maintaining and closing the CA which may function as an account that supports other accounts which may be opened under individual agreements, and other financial products and services not specifically mentioned in these General Conditions;
- (b) Custody of Securities, in particular the opening, operating, maintenance and closing of accounts to register and deposit Securities as required to support the following financial intermediation services that BEST is authorised to provide its Customers with:
 - Securities registration and deposit, authorised since 12 June 2001;
 - Reception and transmission of orders to third parties, authorised since 12 June 2001;
 - Proprietary trading, authorised since 12 June 2001;
 - Advice on investments in securities, subject to the regulation on a separate contract, whenever, on request of the Customer, the Bank, after analysis, agrees to provide this service, authorised since 12 June 2001;
 - Placing in public offerings, authorised since 12 June 2001;
 - Portfolio management on behalf of third parties by opening a specific Account subject to a

separate agreement, authorised since 28 June 2004;

- Granting of credit, including securities' loans, for the realisation of securities' transactions via the opening of a specific Account, subject to analysis and decision in accordance with the policies in force at the Bank, and subject to a separate agreement, activity authorised since 25 May 2006.

2.2. The contracting of each service and/or product shall also be governed by the relevant legal provisions and, where applicable, by such special terms and conditions and/or additional written stipulations as may be agreed with the Customer and these shall prevail over the provisions of these General Conditions. In the event of any omission, legislation and banking practices shall apply.

2.3. BEST reserves the right to reduce the range of services and/or products offered to Customers under these General Conditions.

3. Access to BEST

3.1. As BEST is an electronic bank, Customer access is preferentially via telematics, through the Digital Channels. This is the mean usually employed by BEST to disclose information on its products and services and to carry out all the financial transactions, notably buying, selling, subscribing and/or redeeming the financial products offered ("**Service**"), based on a CA.

3.2. BEST is preferentially accessed via the Digital Channels, and via the other channels provided by BEST, namely BEST Customer Support Service (telephone service).

3.3. Without prejudice to the provisions in 1 and 2 of this Clause, BEST can employ other telematics means in its service provision, in accordance with the current legal framework and the terms of the Special Conditions of each service.

3.4. Unless agreed otherwise, the language of communication between BEST and its Customers will be Portuguese. Customers may, however, request a foreign language approved by BEST to be used in the contracting and communications between the parties.

3.5. In the circumstances specified in (3.4) above the Portuguese version of the contract, which must exist, shall prevail over the foreign language version for all legal and contractual purposes.

4. Account opening and safekeeping of the access codes

4.1. The opening of a CA is subject to the fulfilment of all of the following requirements:

(a) Full and correct completion;

- 1) In person: delivery to BEST of the account opening form by the Customer or his/her Representative (this must include the Customer's identification details and, if applicable, those of the beneficial owner that may be requested and his/her signature form, as well as those of his/her Representatives, if applicable), as well as such documents and/or items as are required by law and requested by BEST, depending on the individual Customer; or
- 2) Digital channels: submission, through the Digital Channels of BEST, by the Customer of his/her personal data (including that of the beneficial owner as may be requested), as well as such documents and/or items as are required by Law and requested by BEST, depending on the individual Customer;

(b) Acceptance of the General Conditions and any special terms and conditions that may be stipulated, via the physical or digital signing, and returning, of same by the Customer or his/her Representative;

(c) Acceptance of the items mentioned in (a) of this Clause by BEST, through the activation of the Customer's Account, will enable the provision of the services agreed.

4.2. In the case of Customers who are foreigners not resident in Portugal and can prove their non-residential status, such Customers may authorise and empower BEST to, should it deem fit, request the Tax Authority to assign a taxpayer identification numbers in the name of the specific Customers to open the relevant Account. If Customers obtain a taxpayer identification number after signing these General Conditions, they must inform BEST of this number, in writing, within 30 (thirty) days and send the Bank a copy of the documentary proof, otherwise BEST may block any debit and credit transactions, suspend the use of means of payment provided and may even repudiate the agreement in accordance with Clause 19.

4.3. BEST further reserves the right to request all documents and information deemed necessary to approve the application to open an account.

4.4. Any amendment to the identification details

shown on the documents and items that Customers provide to BEST must be communicated to BEST by the Customer immediately, under Law 83/2017 on the Prevention of the Laundering of Money and Financing of Terrorism, by means of a written document, with such amendments taking effect once officially received and approved by BEST.

- 4.5.** Customers undertake to provide BEST with all items and information that the latter may reasonably request, with particular reference to documents which have an expiration date.
- 4.6.** Customers understand and agree that failure to comply with the provision in the preceding point entitles BEST to refuse to execute any order or instruction until such time as BEST deems the situation to have been rectified.
- 4.7.** Opening an account with BEST implies:
- (a)** The correct completion of the various mandatory identification fields in the site referred to in Clause 3.2 above, be it by the Customer or via the “Chave Móvel Digital”, if the account is opened online, and, if in person, in the account opening form;
 - (b)** The attribution of the user codes, the Access Passwords and the Additional Security Codes enabling access to the contracted services provided by BEST, as well as the definition, by the Customer, of the devices for the reception of the Additional Security Codes and the Additional SMS Security Mobile Phone or other security techniques and their validation, as stipulated in the special terms and conditions, depending on the circumstances of each Customer;
 - (c)** Fulfilment of other orders and/or instructions established in the details provided by BEST.
- 4.8.** In case of failure to deliver/send the requested documentation within 60 (sixty) days from the opening date of the Current Account or in case of any legal impediment to the account opening, the account will automatically be closed and the procedures provided for by Clause 19 of this Agreement shall be applied. In these cases, the Customer must complete and submit new original documentation if he/she wishes to continue with the account opening process.
- 4.9.** Customers or their Representatives must immediately inform BEST by any means available to them of the undue, abusive or fraudulent use of any service provided by BEST that has come or may come to their knowledge.

Said information must be also transmitted in writing on the same day and as soon as possible, detailing as far as possible the circumstances and methods used for the anomaly in question.

- 4.10.** BEST reserves the right to suspend or cancel access to the Digital Channels should it deem necessary, provided relevant security reasons so justify.
- 4.11.** The effects of these General Conditions for opening a current account are conditional upon **(i)** Customers making the initial deposit and **(ii)** BEST confirming that the documents and/or declarations required to open a current account in a bank pursuant to the law and sundry applicable regulations are sufficient and in order.
- 4.12.** Until the competent departments of BEST confirm that the documents and/or declarations legally required are sufficient and in order and approve the opening of the CA by the Customers, BEST shall not authorise any debit or credit transactions in the CA subsequent to the initial deposit, which cannot be made in cash, including those arising from the use of the means of payment which may have been placed at the disposal of the Customer in the meantime.
- 4.13.** If the documents and/or declarations referred to in 4.11 are found to be insufficient or flawed in any way and this situation is not rectified within 60 (sixty) days of BEST requesting such rectification or if BEST decides, under the terms set forth in the preceding points, not to open the CA for the Customers, BEST shall terminate these General Conditions, further to the procedures established in 19 and 22.

5. Provision of financial information

- 5.1.** BEST is hereby authorised to receive, store, process, use and disclose to its Customers up-to-date financial information (“**Information**”), including references to market listings and indexes, which information shall be collected, organised and communicated by the stock markets themselves or by bodies with expertise in this activity and contracted for this purpose, based abroad, in EU Member States and the United States of America (“**Licensors**”). The provision of this information may not be understood as a recommendation made under an investment consultancy service.
- 5.2.** While the agreement to open a Current Account is in force and provided that BEST is in a position to publish it, it may give Customers access to

such Information as it receives free of charge, pursuant to these General Conditions.

- 5.3.** BEST will undertake its best effort to ensure the quality, accuracy, rigour and permanent updating of the Information it provides to its Customers as it is received from the Licensors. Nonetheless, BEST does not guarantee the inexistence of mistakes, faults or inaccuracies in such Information, in particular those that may arise from its collection, entering, processing, storage and transmission, for which neither BEST nor the Licensors may be held in any way liable. The Information, any analysis thereof or its selective organisation may not, under any circumstances, be interpreted as advice or a recommendation from BEST with respect to any buying, selling or investment decisions.
- 5.4.** Furthermore, BEST shall not be liable for any delay, suspension or interruption in the transmission of any Information that is not attributable to it, such as may result from transmission errors, technical faults, failures in the communications system used, faults caused by the telecommunications network, by the computer system, by routers, by modems, by connection software or by power fluctuations, and it solely and exclusively undertakes to make every effort to remedy the situation as soon as any problem of this nature is confirmed.
- 5.5.** The Customer undertakes to use the information at his/her own risk, accepting full and sole responsibility for any investment decisions taken after considering it, and for any expense or damage of any nature whatsoever that the Customer or third parties may incur as a result of i) any decision or action taken and/or implemented on the basis of the Information, even if it is found to have contained an omission, fault or ii) inaccuracy attributable to the body from which it originated.
- 5.6.** Customers are not allowed under any circumstances whatsoever and regardless of the means or resources employed for the purpose to iii) copy, reproduce, change, distribute, publicly disclose, sell, assign, retransmit or make the Information accessible to third parties, with or without commercial ends, and they shall be liable for any form of usage or disclosure occurring under these terms and shall compensate BEST and the Licensors for any damage arising from the breach of the provision established in this

Clause, including violation of intellectual property rights, copyright and similar rights that are held by BEST and the Licensors or over whose exploitation they hold the rights, as well as non-performance of the provisions in Clause 7 below.

- 5.7.** BEST reserves the right to amend the content of the Information or its configuration and suspend its dissemination at any time, without prior notice, and to ask Customers, whenever it deems necessary, to issue a declaration stating the purpose for which the Information is intended and/or the number of terminals through which it is to be received.
- 5.8.** Failure to comply with these General Conditions, and without prejudice to any right to compensation arising thereof, shall entitle BEST to block the Customer's access to the Information without giving prior notice of this, with immediate and permanent effect.

6. Orders, instructions and processing

6.1. Without prejudice to the rules applicable to the actual ownership of certain transactions, the Customer may validly transmit orders and/or instructions to BEST by any of the following means:

- (a) By telematics means through the Digital Channels, as established in Section I of these General Conditions;
- (b) By telephone through BEST Customer Support Service, as established in Section I of these General Conditions;
- (c) In writing, taking any of the following forms:
- i) Original written instruction, preferably using a standard Bank form, duly completed and signed by the Customer;
- ii) Written instruction sent via the message area available in the Digital Channels or sent from the email registered in the BEST systems, in this case provided the corresponding express authorisation for such form exists; or
- iii) Written instruction sent from the email registered in the systems of BEST, without the corresponding express authorisation.

The instruction shall only be considered valid after verification by the BEST services that none of the situations foreseen in point 6.2. below are met. Confirmation of the instruction shall be carried out via one of the forms referred to in paragraphs a) and b) above.

6.2. Without prejudice to any other rights assigned

by law, by these General Conditions and by the special terms and conditions and any contractual documentation that applies to the contracting of each product and/or service offered, BEST may refuse to execute any operation, wholly or in part, in any of the following circumstances:

- (a) If the Customer's validation information is not given correctly;
- (b) Where there is reasonable doubt about the identity of the person issuing the order or about the nature of the operation requested;
- (c) If the requirements defined for the authentication necessary for the execution of the operation (original physical signature or digital signature – Access Passwords, Additional Security Codes) have not been complied with;
- (d) Where the sums involved in the operation in question are settled by debiting any of the Accounts and the relevant order is not transmitted in compliance with the conditions applying to operating and Holding the Account;
- (e) The procedures to identify the Customer have failed 2 (two) or more times;
- (f) If the data provided by the Customer are insufficient for the good execution of the instruction, according to the specificities of the products or services covered by same; and
- (g) BEST believes that carrying out the operation in question is against the law or may lead to BEST or any of its employees being responsible for a criminal, administrative or civil offence.

6.3. BEST will provide the Customer with all the information considered necessary for a substantiated and clear decision on his/her financial instrument orders, namely regarding the associated risks and interests that BEST may have in the services offered, including the measures taken to mitigate the risk of conflict of interests; the information should be provided with the amount of detail befitting the investor's nature.

6.4. Without prejudice to the provision set forth in Clause 6.2. (c), the Customer must keep sufficient funds in the CA to ensure the settlement of any transactions on securities which may be carried out further to the execution of orders transmitted by the Customer to Banco Best. If, for any reason, such transactions are carried out and the CA does not have enough funds, the Customer hereby authorises Banco Best to buy or sell, on the former's behalf and at

his/her expenses, to buy or sell (as the case may be) the securities in question on the same market where the order was executed, until the outstanding amount is made up.

6.5. Whenever there is any suspicion or doubt about orders and/or instructions, bearing in mind the characteristics and sums involved, or whenever they are not sufficiently clear or precise, BEST reserves the right to refuse to carry them out or to ask the Customer, using whatever means it deems necessary, in particular in writing, and prior or subsequent to effecting it, for confirmation or clarification of any order and/or instruction. In the last case the Customer must comply at once, otherwise BEST may refuse to execute the operation in question, and the Customer shall bear all the costs associated with the non-execution or the measures taken to confirm or clarify the orders and/or instructions in question.

6.6. So that BEST can keep a Corroborative Record of Orders (computerised, on a magnetic/digital support or in an archive of written orders on a durable format), BEST is hereby expressly authorised to:

- (a) Keep an up-to-date computer record of the Customer's accesses to BEST and the orders and/or instructions issued by him/her and executed via the Digital Channels, and to tape-record telephone calls between him/her and BEST, with the Customer being allowed to ask BEST for a copy or transcript of the content of same, and with the payment of the fee indicated on the tariff list being required whenever the Customer's request is manifestly unfounded or excessive;
- (b) Use the records mentioned in the preceding paragraph as sufficient proof of the orders and/or instructions transmitted (with the Parties agreeing that the aforementioned records have the same probative force as that envisaged for electronic documents capable of written representation on which a digital signature has been appended, certified by a certified accredited body as established in current law on electronic documents), specifically in any legal proceeding that may arise;
- (c) Provide the Supervisory Entities and other authorised authorities, whenever requested by same, with the recordings of the telephone calls or electronic communications, or other data

- transmission records;
- (d)** Customers who do not want their telephone conversations to be recorded must use one of the other access channels provided by BEST: the message area available in the Digital Channels, his/her Account Manager or External Consultant, or by going to one of the Bank's investment centres.
- 6.7.** The orders and/or instructions transmitted by Customers and executed through BEST, regardless of what channel is used to send the order, will have full legal effect and Customers may not allege lack of signature for non-performance of the obligations arising to them under the order and/or instruction given, notwithstanding Banco Best's duty to always check the legitimacy of the person giving the order.
- 6.8.** The orders and/or instructions given by Customers will be executed in real time, bearing in mind the prevailing technological conditions and unless, for technical reasons, the operations have to be carried out at a different time.
- 6.9.** Without prejudice to BEST's duty to execute orders in the best conditions for the Customer, BEST undertakes to strive to ensure that a validly transmitted order from a Customer is executed as quickly as possible, though it shall not be responsible for any discrepancies between the sum that the Customer was prepared to disburse or receive following the order that he/she transmitted and the sum actually disbursed or received as a consequence of the time elapsed from the transmission of the order by the Customer to BEST and the time of its execution.
- 6.10.** The Customer hereby declares that he/she is aware of and wholly accepts the fact that the transmission of subscription and redemption orders for units in investment funds by reference to monetary amounts could imply a mismatch between the number of units subscribed or redeemed and the sum that the Customer was willing to invest or redeem. In those circumstances, BEST reserves the right to execute the Customer's order for the value of the units or fractions thereof closest to the sum that the Customer wanted to subscribed, in accordance with the rounding rules of the relevant Management Company.
- 6.11.** When the redemption order is given by value the Customer hereby expressly declares that he/she agrees that these may be executed in a sum close to that stated on the order he/she has given.
- 6.12.** Without prejudice to the provision in the preceding point, if a redemption transaction results in the holding of a number of fund units in an investment fund below the minimum subscription value, the Customer recognises and agrees that this imposes an obligation on him/her to redeem all the units he/she holds and he/she hereby unconditionally and irrevocably authorise BEST to proceed in this manner.
- 6.13.** BEST shall not be liable for any losses and damage arising from: delays, loss, non-receipt, and truncated, spoiled or impaired receipt, partial receipt, duplicated receipt, deviation and/or delivery to the wrong place or person of information or other items sent by the Customer or by any third party, even if this takes place via any of the means or transmission or communication systems accepted by the parties to the agreement regulated by these General Conditions, unless such situations arise through fraud or misconduct on the part of BEST.
- 6.14.** BEST shall only be liable for non-performance, faulty execution or delay in the execution of orders and/or instructions, when this situation is due to fraud or misconduct on its part.
- 6.15.** A request to cancel orders and/or instructions validly transmitted by the Customer shall not be binding on BEST which only undertakes to try to achieve the timely execution of the cancellation order, except in the case of transactions on securities when such a request shall be binding on BEST provided that it is received by whoever is to execute them before the transactions in question have been executed.
- 6.16.** When carrying out received orders, BEST will always favour the implementation and defence of the Customer's interests and will transmit the received orders in accordance with the order receipt and transmission policy of Banco Best.
- 6.17.** The order receipt and transmission policy of BEST that is currently in force can be found on the BEST website.
- 6.18.** BEST advises that any specific instructions from a Customer may prevent BEST from taking the measures adopted in the context of its order receipt and transmission policy to achieve the best possible results in relation to the execution

of those orders with respect to the items covered by the relevant instructions.

7. Intellectual and industrial property rights, copyright and similar rights

7.1. The Customer expressly declares that he/she recognises that obtaining, checking and presenting the Information alluded to in Clause 5 involves substantial investment by BEST and the Licensors and that in addition to such Information, the content, page design, images, graphics, logos, domains and trademarks are equally the intellectual creations of BEST and the Licensors and are protected by intellectual and industrial property rights, copyright and similar rights, and he/she therefore undertakes not to engage in any act that may, pursuant to the applicable law, constitute a breach of those rights.

7.2. The Customer expressly declares that he/she recognises the intellectual property rights of BEST in all the services, functions and products provided and supplied by BEST, including the graphic design of the website, in particular menus, browser buttons, programming code, Siebel applets, text, images, textures, graphics and the user manual, logos, domains and trademarks, and the Customer may not reproduce, change, disclose, undertake maintenance, correct mistakes, assign to third parties, sell, hire, lend or in general carry out any act not included in the scope of the functions, services and products provided and supplied by BEST.

7.3. The Customer undertakes to follow the recommendations that will be sent to him/her by BEST to ensure the highest level of security and confidentiality.

8. Fees, commissions and other charges

8.1. All products and/or services provided, and the contracting thereof, are subject to the relevant legal taxes and to the commissions, costs, expenses and charges established in the BEST List of Tariffs currently in force. This can be found in the website and in BEST investment centres and it indicates current interest rates, indexes, commissions, expenses and the cost of all the services provided by BEST.

8.2. Whenever possible, BEST will disclose the information referring to costs in an assembled way so as to allow the Customer to calculate the

total cost of the service rendered.

8.3. Whenever the information refers to a specific tax treatment it should emphasise that this tax treatment depends on the specific circumstances of each Customer and may be subject to future changes.

8.4. BEST is hereby expressly authorised to operate the CA, which the Customer is obliged to supply with funds duly and promptly for the purpose, in the sums necessary to pay or reimburse all the monies owed by the Customer related to the execution of any operations covered by these General Conditions, specifically payments, charges, costs, fees, taxes, default interest, commissions and/or other expenses arising therefrom.

8.5. The Customer is obliged to keep the CA provisioned to settle any charges under this Agreement on the respective dates. If this does not occur, BEST is authorised to debit any other Current or Term deposit accounts of which the Customer is or may come to be sole holder of with BEST, with the latter being authorised to early redeem Term deposits to settle any amount in debt.

8.6. BEST may, on its own initiative, amend the conditions that apply to this agreement and must inform the Customer of this 2 (two) months beforehand. The Customer is entitled to immediately terminate the agreement without any costs up to that same date.

8.7. The above mentioned changes are deemed accepted by the Customer if he/she does not communicate otherwise to the Bank, in writing, up to that same date.

8.8. In the case of a shared account, the agreement must be terminated by all the Holders of the CA.

8.9. The pecuniary obligations arising for the Customer from these General Conditions shall be settled in Euros and/or in the currency of the CA, according to BEST's decision.

8.10. Where a variable interest rate applies to any obligation of the Customer under a pre-established index, this index shall be maintained as long as it is maintained on the market.

8.11. Where a variable interest rate applies to an obligation, but under an index that does not apply or cannot be determined on the date on which the interest should be calculated, the interest rate will be determined in accordance with the index of the legally established

equivalence. In the absence of an equivalent index the rate will be determined from the equivalent economic/financial index practised in the Eurozone. Moreover, should the afore mentioned indexes fail or not be published, unless expressly agreed otherwise the rates and indexes used or published on the market for operations of an identical nature or time limit, or having the closest time limit, shall apply.

8.12. In any case the agreed spread (margins) will still apply.

9. Earnings and reversals

9.1. The interest, dividends and earnings from units in collective investment organisms and from sums on deposit in BEST owed to the Customer will be credited to the CA, net of any amounts which BEST should withhold by law, unless there is a legal provision imposing the capitalisation of interest in a particular kind of account or if the Holder has expressly opted for capitalisation and as long as the conditions agreed and published by BEST for this purpose when the deposits are made and/or renewed are complied with.

9.2. The interest period is counted in accordance with the terms and time limits published by BEST or as agreed by the Bank and the Customer.

9.3. Without prejudice to any obligation to compensate damage that BEST may be subject to according to the law, BEST may reverse any operations carried out, specifically in cases of mistake or oversight, or where the circumstances justify the reversal, which shall have the value date of the original operation.

10. Information on balances, MOVEMENTS and transactions

10.1. Without prejudice to other communications required by law or contractually, and in the absence of special circumstances, BEST make available to the Customer, on a monthly basis, a statement of transactions and balance for each Account that contains all the details of transactions carried out and the positions and operations of each of the various products and services that the Customer has contracted with BEST.

10.2. Unless such information has already been provided by other means, if there are no movements in the account, the statement referred to above shall be made available at intervals defined at any time, by law or

regulations applicable to the situation.

10.3. Unless another mean is agreed between the Customer and BEST, the statement and supporting documents will be made available in the Customer's area at www.bancobest.pt or in the app Best Bank in a format that may be consulted and printed. Additionally and at the request of the Customer, the statement and supporting documentation may be sent to his/her postal address recorded in BEST's database. If the Customer chooses to have the statement and supporting documentation sent by post then he/she may be charged postage costs according to the current Tariffs. If the statement and supporting documentation is sent by post, BEST will not be liable for any possible delay, provided such delay is not directly imputable to BEST, in receiving the statement or supporting documentation or for any postal misplacement.

10.4. The Customer may be notified to his/her email address recorded in BEST's database of the moment when the statement is made available.

10.5. The Customer undertakes to inform BEST at once if there is any change to his/her original email or postal address, and BEST will not be liable for any losses suffered by the Customer arising from failure to observe this duty.

10.6. The Customer should check BEST's Digital Channels regularly for entries posted in the Accounts of which he/she is a Holder.

10.7. Whenever Customers find any mistakes in carrying out the orders and/or instructions they have transmitted via the Service, they should take the necessary measures to immediately enable the verification of what occurred and the rectification of the procedure.

10.8. All the Account movements are held to be definitively approved if no written complaint is received from the Customer within the deadline established in this contract. Complaints must be submitted in accordance with the terms set out in Clause 20, duly grounded and all the items available to the Customer which support the complaint must be included.

10.9. Should correspondence sent to a Customer be returned on more than one occasion BEST may withhold communications (including statements) until it has received express indication from the Account Holders to send them again.

11. Liability of BEST

11.1. BEST shall not be liable for any damage or

losses suffered by the Customer and/or by third parties due to unforeseeable circumstances and/or force majeure, specifically for:

- (a) Act, omission, fault or negligence on the part of Customers and/or third parties directly or indirectly involved in the execution of transactions covered by these General Conditions, without prejudice to the legal obligations arising for BEST while credit institution and financial intermediary;
- (b) Any delays or interruptions to, mistakes in and suspensions of communications or any other inconveniences caused by factors beyond its control, in particular any faults caused by the telecommunications network, by the computer system, by routers, by modems, by connection software, by power fluctuations or by the Internet, except when such anomalies are proven to be attributable to BEST by virtue of fraud or misconduct. The Customer expressly declares that he/she understands and agrees that the Internet is a public network and therefore that BEST cannot be held liable for any damage resulting from the use of the Internet, in particular for any change to the content of orders through unauthorised intervention by third parties;
- (c) Flood, fire, storm, earthquakes, explosions, strikes, labour disputes (whether or not these involve BEST employees) or any other instances of force majeure.

11.2. BEST shall not under any circumstances be accountable for the lack of truth or the inaccuracy of documents and/or other information provided by Customers, nor for the breach or non-performance by them of any legal, regulatory or contractual provision by which they are bound and which is directly or indirectly related to the execution of the transactions covered by these General Conditions.

11.3. Customers accept, except when there is fraud or misconduct by BEST, all liability for damages arising from any loss, going astray, delay, spoiling, distortion, falsification, communication errors occurring in the transmission of their orders to BEST for the purposes of operating their Accounts, when using the telephone, post or SWIFT.

12. Confidentiality and processing of personal data

12.1. In its website, BEST sets out the privacy policy as well as the information on the processing of

personal data.

13. Characterisation of the investor

13.1. Customers will be considered to be non-professional investors unless BEST informs them on a durable format that it considers them to have another nature (for the purposes of these General Conditions 'durable format' is considered to be any means of storing information that allows Customers easy access to the information and reproduction thereof for a sufficient length of time).

13.2. The Customer may at any time request of BEST to change his/her category and BEST should inform the Customer regarding the limitations that may occur from the different categorisation.

13.3. In accordance with current legal and regulatory provisions the class of investors which enjoys the highest level of protection is that of 'non-professional investor'.

13.4. Depending on circumstances Customers are entitled to request different treatment, pursuant to the two points below.

13.5. If Customers are not considered non-professional investors at the outset:

(i) Treatment of a Customer as non-professional depends on a written agreement between BEST and the Customer which should clearly set forth its scope, specifying the services, financial instruments and operations to which it applies, with the presumption, in the absence of such stipulations, that the agreement relates to all the services, financial instruments and operations contracted;

(ii) Customers can terminate the agreement by stating this intention in writing.

13.6. If Customers are considered non-professional investors at the outset:

(i) They can apply in writing to be treated as a professional investor, drawing up the application to include the items mentioned in paragraph (iii) below, if those are not already in the possession of BEST;

(ii) Such treatment will depend on a prior assessment undertaken by BEST of the knowledge and experience of the Customer, to ensure that he/she is capable of taking his/her own investment decisions and understand the risks these involve, considering the nature of the services, financial instruments and operations contracted;

- (iii) The application can only be approved if Customers meet at least two out of the three requirements below: (a) having carried out transactions of significant volume on the relevant market with a frequency of at least ten transactions per quarter for the last four quarters; (b) having a portfolio of financial instruments, including cash and deposits, of more than €500,000; (c) providing or having provided services in the financial sector for at least one year in a capacity that requires knowledge of the services or operations in question (for legal persons this applies to the person responsible for the Customer's investment activities);
 - (iv) After the assessment, BEST will inform the Customer in writing of its decision; if the application is approved the Customer will also be given an explanation of the consequences arising therefrom, i.e. that this option implies a reduction in the protection provided by the rules of conduct;
 - (v) Customers must then state in writing, in a separate document, that they are aware of those consequences;
 - (vi) Customers must keep BEST informed of any subsequent changes in the relevant requirements, and BEST reserves the right to be able to treat Customers as non-professional if they are unable to prove that they still meet the necessary requirements within the time limit established by BEST.
- 13.7.** Without prejudice to the above points, and whenever viable, BEST will attest the coherence of the information provided by the Customer.

14. Information on assets

- 14.1.** Whenever it has executed an order for a Customer, BEST (i) promptly informs the Customer of same and (ii) if the Customer is being treated as a non-professional investor, sends him/her a transaction execution note, with the due legal content, confirming that the order has been executed; this is done as soon as possible but no later than the first business day after said execution, or, if confirmation is received from a third party, no later than the first business day after BEST receives such confirmation.
- 14.2** The execution notes shall be maintained, on a durable format, in BEST's Digital Channels' transaction history, and/or sent to the Customer's email address and/or to the

Customer's message area in BEST's Digital Channels. The Customer may at any time request that execution notes are sent in another format. If the Customer wants to receive the execution note by post, he/she will be responsible for paying the postage costs, according to the Tariffs in force.

- 14.3.** Whenever applicable, the Customer will also be informed of the costs of transactions or services executed on his/her behalf.
- 14.4.** Whenever information corresponds to commercial communications, these should be identified as such. BEST ensures that the information is in line with any other information previously made available by it.
- 14.5.** If the orders from a non-professional investor relate to units or equity securities of investment funds and are executed periodically, BEST sends the communication mentioned in 14.1.(ii) of these General Conditions at least on a half-yearly basis.
- 14.6.** If the Customer's account includes an uncovered open position, BEST will inform the non-professional Customer of any losses that exceed the pre-established limit agreed by BEST and the Customer.
- 14.7.** The information regarding devaluations of leveraged financial instruments or transactions with contingent liabilities owned by the Customer above or equal to 10%, or multiples of 10% with regard to the last available price, will be made available in aggregate terms through the means of communication at a distance described in the general conditions agreement in force, or will be sent to the e-mail address registered with the Bank.

15. Information relating to the protection of customers' assets

- 15.1.** Customers understand and agree that their Securities may be held by a third party (the "Custodian") in a global account in the name of BEST.
- 15.2.** BEST will observe the principle of segregation of securities and will adopt the necessary measures to safeguard the Customers' rights over their assets by separately identifying the Customers' accounts from any other accounts used by BEST, not being held accountable, except in case of deceit or *mea culpa*, for any consequences to the Customers resulting from a different procedure of the Custodian.

15.3. The above situation presents several risks, including those arising from (i) confusion between the assets belonging to the Custodian, BEST and the Customer, (ii) insolvency of the Custodian, whenever the Customer's rights are not above those of any of the other creditors of the insolvent party, (iii) provision of guarantees or creation of compensation rights for a third party against the Custodian involving allocation of the Customer's assets, and (iv) applicability of a foreign law that does not confer the same protection to the Customer as Portuguese law; and so the Customer recognises and accepts the existence of the aforementioned risks.

15.4. Without prejudice to the provision in 15.2 above, the Customer recognises and agrees that the holding of Securities by third parties may result in their not being at the Customer's disposal, for reasons beyond the control of BEST.

16. Information on the appropriateness of the operation

16.1. Customers shall provide BEST with information about their knowledge and experience with respect to investments in relation to the kind of financial instrument or service considered and, where applicable, about their financial situation, their capacity to support losses and the purpose of the investment, including risk tolerance. The Customer assures that the information given is complete, true and up to date and commits to promptly update BEST on any new and relevant fact that may influence his/her investor profile.

16.2. In order to create an investor profile the Customer should fill in an Investor Profile Questionnaire before the requested transaction takes place, allowing BEST to gather the necessary information related to the Customer's knowledge and experience in matters of investment, his/her financial situation, his/her capacity to support losses and the purpose of the investment, including risk tolerance.

16.3. In addition to other information requested by BEST or which the Customer deems relevant, the information on the knowledge and experience of the latter should include (i) the type of services, operations and financial instruments with which he/she is familiar, (ii) the nature, amount and frequency of operations transacted by him/her in financial instruments and when they were carried out, (iii) the

Customer's relevant qualifications and professions.

16.4. The information relating to the Customer's financial circumstances and capacity to support losses should include, whenever relevant, information on his/her income, net assets, savings capacity, investments and family situation.

16.5. Information relating to the Customer's investment purpose should include, whenever relevant, information on the length of time he/she intends to keep the investment, his/her preferences in terms of assuming risk, his/her risk profile and his/her investment purpose.

16.6. Whenever possible, BEST will always try to attest the coherence of the information provided by the Customer.

16.7. The Customer recognises that BEST will base itself on the information he/she provides unless it knows or is in a position to know that the information is out of date, incorrect or incomplete.

16.8. Before rendering the services requested, BEST will send a general description of their nature and associated risks, considering the characterisation made of the Customer, in which should be explained the nature of that specific financial instrument and the associated risks.

16.9. If, based on the information received, BEST believes that the operation considered is not appropriate to the Customer's profile it will advise him/her of this in writing or by any equivalent means suitable in the context of the relations with the Customer and the mode of transmission of the operation. Such advice may be given in a standardised manner. BEST will also take into account pertinent objective elements that are public knowledge (insofar as this does not breach its duties of secrecy and confidentiality).

16.10. If the Customer refuses to furnish the information requested or does not give sufficient information, he/she acknowledges that BEST may not deem the operation under consideration appropriate to his/her profile.

16.11. For the service comprising solely the execution of orders, on the Customer's initiative, of non-complex financial instruments such as shares admitted on a regulated market or equivalent, non-derivative bonds or those not involving a structure that may complicate the

understanding of the risks involved, money market products not incorporating derivatives or a structure that may complicate the understanding of the risks involved, participation units of collective investment organisms in harmonised securities (excluding participation units of collective investment organisms in structured harmonised securities), not involving credit granting by BEST in any form (including a securities' loan), Banco Best is under no obligation to enquire as to whether the operation is appropriate to the Customer's circumstances and, consequently, the Customer does not benefit from the protection of that assessment.

17. Conflicts of interest

17.1. In fulfilment of its legal duties as financial intermediary, BEST has drawn up a policy and procedures to ensure that conflicts of interest do not arise and, in the event that such conflict does arise, that it can be duly managed and mitigated. The Bank shall provide Customers with information on the aforementioned policy and procedures in the following formats:

- In electronic format, via www.bancobest.pt under the section BEST Policies;
- Sending the information by email or conventional mail, at the Customer's request.

17.2. Without prejudice to the provision in 17.1., BEST is hereby expressly authorised to be the counterparty of the Customer in any contracts or transactions concluded by the latter provided that BEST has an interest in the same and meets the relevant conditions without worsening the position of the Customer if the contract or transaction was concluded with third parties and so long as the customer gives written authorisation or confirmation of the deal.

18. Additional information obligations

18.1. The Customer undertakes to inform BEST in a clear and detailed manner, in a written and duly signed document, of any incapacity (in particular due to disqualification or disability, in which case the information must be provided by the Customer's legal representative) or cessation of the powers of his/her representatives, with the exception of the cessation of representation of a Minor by virtue of the latter reaching the age of 18, immediately after the occurrence of the fact giving rise to such situation or after learning of it,

suffered by:

- (a) Any Account Holder or his/her representative;
- (b) Any of the persons authorised to operate the Account; or
- (c) Any attorney or legal representative acting for the Customer.

BEST will not be liable for any damage or consequence arising from such incapacity or lack of powers of which it is ignorant, without fraud or misconduct on its part.

18.2. The Customer further undertakes to inform BEST promptly and as soon as possible of all facts that may be relevant to the proper execution of these General Conditions, the special terms and conditions and any other contract documents applying to the contracting of each product.

18.3. The inaccuracy of any items, documents or information provided or delivered to BEST by the Customer or by any persons acting on his/her behalf and/or as his/her representatives, and any mistakes or oversights occurring therein shall not be invoked against BEST, nor shall BEST be accountable for damage arising from such falsity, mistake or oversight, in particular for the acceptance and/or utilisation of the items or documents transmitted or the information given unless such ignorance of the falsity is due to fraud or misconduct by BEST.

18.4. For the purposes of this Section the validity of the information set out in these General Conditions (and in the List of Tariffs) remain in force until BEST duly communicates any amendment to such information.

19. Validity and termination

19.1. Without prejudice to the provisions set forth in this Clause and in Clause 22, these General Conditions shall remain in force indefinitely.

19.2. Customers may at any time terminate these General Conditions, thereby terminating the agreement to open a Current Account and the agreement to register and deposit securities and closing the Accounts opened, by means of a written document sent to BEST at least one month beforehand.

19.3. Should BEST wish to terminate these General Conditions, thereby terminating the agreement to open and operate a Current Account and the agreement to register and deposit securities, and closing the Accounts opened, it must inform the Customer by means of a written document

sent to the latter at least 2 (two) months beforehand.

19.4. Notwithstanding that laid down in the previous number, the Bank may terminate the present Contract and close the CA with immediate effect whenever any of the following situations are verified:

19.4.1. Falseness, inexactness or inaccuracy of any data provided by the Customer for the purposes of celebrating and executing the present Contract or any operation foreseen in same;

19.4.2. Non-compliance, by the Customer, of any obligation arising under the present Contract or the Customer Characterisation Form and/or other documentation subscribed by the Customer;

19.4.3. Gross breach by the Customer of duties applying to same, namely as regards the rules on the laundering of money and financing of terrorism.

19.5. If that provided for in the numbers above is verified, the obligations of the Customer and any eventual guarantees will remain in force until the situations are fully remedied. The closure of the CA does not waive the Customer's responsibility up to the moment such closure produces effect.

19.6. Whenever the Customer requests the closure of the CA, it is understood, for all purposes, that such request constitutes the termination of the agreements associated with that Account, without prejudice to maintenance of other agreements between the Customer and BEST that are not related to the Accounts in question.

19.7. If these General Conditions are terminated pursuant to number 2 of the present Clause or due to the closure of the Account at the initiative of BEST, the Customer shall immediately withdraw or order the transfer of the balance and/or securities deposited or registered therein, with BEST being authorised, should this situation prevail for more than 15 (fifteen) days, to transfer to an Adjustment Account the registration and deposit of securities carried out in the Securities Account or the balance of any account, and the withdrawal or transfer of such assets can only be ordered once by the Holders, within a period of no more than 12 (twelve) months.

The operating conditions that were in force for the Securities Account when it was closed shall apply for this purpose. BEST shall duly inform

the Customer of any transfer(s) carried out under this Clause.

19.8. If the period of 12 (twelve) months referred to in 19.5. elapses without the Customer ordering the withdrawal or transfer of all his/her assets, BEST is hereby authorised by the Customer to sell the Securities held in the Adjustment Account under market conditions and in accordance with the principles by which it is legally bound. If the assets in question are not traded on the regulated market, BEST may sell them privately under the best conditions it can obtain. BEST will deposit the sum received from the sale of such Securities in the Adjustment Account, net of any sums it may be owed by the Customer or which should be withheld at source, informing the Customer of same.

19.9. The receipt by BEST of a request to close the CA, with the effects set out in 19.3., or of the instruction to terminate specified in 19.2. shall lead to all sums that the Customer may owe to BEST under the agreement to open an Account and/or the agreement to register and deposit securities becoming due and the Customer must, within a maximum of 10 days counting from the closure or termination communication, remedy any negative balance and return all the means of payment in his/her possession (including, but not confined to, open balances resulting from loans granted by BEST and any penalties underlying the early repayment of these operations or from other agreements with BEST), and order the transfer of the Securities registered and/or deposited in the Securities Account to another account in another financial intermediary legally qualified to provide the services described in Section D or order the sale of such Securities, after which BEST will refund the Customer the relevant balance, net of all amounts owed to it.

19.10. The existence of any orders and/or instructions or operations: (i) pending on securities to be registered or deposited and/or transferred or to be deposited in the Securities Account, or (ii) from which credits or debits may arise to be entered in the Securities Account and/or any other account in favour of BEST will prevent the closing of those Accounts until the completion of the execution of the orders or operations or the entry of the credits or debits in favour of BEST.

19.11. From the termination of the agreement to open an account and/or of the agreement to register and deposit securities, for any reason, BEST shall not be bound to execute any orders from the Customer or third parties on the sums deposited or on the securities registered or deposited in the Securities Account except for orders to transfer these assets to other registration or deposit entities, and it shall further be entitled to refuse to pay any cheques or other documents presented for payment.

19.12. If the CA is closed automatically for failure to provide the required documentation for its opening, BEST shall refund the existing CA balance via the same means.

19.13. If the cheque is returned or if the initial deposit was made in cash, the account balance will be transferred to a prepayment account of Banco Best. The Customer shall withdraw the existing balance in a Novo Banco's branch. If the initial deposit amount exceeds €5,000, Banco Best must be informed with at least 3 working days in advance regarding the Customer's intention to withdraw the existing balance.

19.14. Costs, expenses and taxes due in respect of the maintenance of such amounts in the prepayment account and the costs associated with the withdrawal are fully paid by Customer and shall be deducted from the amount to be delivered by Banco Best.

20. Customer assistance and complaints

20.1. BEST provides a service for receiving and examining any complaints from its customers, integrated in its Compliance and Internal Control Department. Complaints will be handled by a different BEST body from that involved in the act/omission giving rise to the complaint. Complaints can be sent directly to the Bank via the message area available in the Digital Channels, through BEST's Customer Support Service, the Complaints Book or by writing to the Quality Unit at the Bank's registered office.

20.2. Complaints should be submitted within no more than two years after the occurrence of the facts that justify the complaint or are known by the Customer. Complaints should contain Customer(s)'s full identification(s) and account(s) number(s) and must be properly grounded and specify the facts and the claims of the Customer, and they must include all the items of proof at the Customer's disposal.

20.3. Without prejudice of specific clauses, in the case of a complaint or litigation with a value equal to or less than the jurisdiction of the First Instance Courts, arising from the interpretation, validity or execution of this Agreement, according to article 30 of Decree-Law no. 107/2017, of 30 August, and as a way of ensuring the alternative resolution of disputes regarding rights and obligations resulting from this agreement, Banco Best allows the Customer to appeal to the alternative dispute resolution entities that it has adhered to, as per Law n.º 144/2015, of 8 September:

- a) *Centro de Arbitragem de Conflitos de Consumo de Lisboa*, web page www.centroarbitragemlisboa.pt
- b) *Centro de Informação de Consumo e Arbitragem do Porto*, web page www.cicap.pt

20.4. Once it has been considered, BEST will reply to the Customer within 30 (thirty) days from the reception of the complaint. If, due to the complexity of the situation, BEST is not able to meet the 30 (thirty) days period, it should keep the Customer duly informed on the process development

20.5. Customers can also complain to the Bank of Portugal, the Securities Market Commission (CMVM) and the Autoridade de Supervisão de Seguros e Fundos de Pensões (ASF).

21. Supervisory authorities

21.1. BEST is authorised to provide the financial services specified in this document by the Bank of Portugal and the Securities Market Commission ("CMVM"), where it is registered under the numbers **065** and **285**, respectively.

21.2. The registered offices of these supervisory authorities are currently located at Rua do Ouro, no. 27, 1100-150 Lisbon (BoP), and Rua Laura Alves, no. 4 – Apartado 14258 – 1064-003 Lisbon (CMVM). The contact details indicated on their sites can also be used: www.bportugal.pt and www.cmvm.pt.

21.3. At the same time as a Customer complaint is received and analysed, the Bank of Portugal and the CMVM may, under their powers, also mediate access to the investors' compensation and deposit protection schemes in force in Portugal.

21.4. Under its activity as insurance intermediary, BEST is supervised by the Autoridade de Supervisão de Seguros e Fundos de Pensões

(ASF), and is registered under no. 408268350. It is currently located at Av. da República, 76, 1600-205 Lisbon. The contacts indicated at www.asf.com.pt can be used.

22. Dissolution

- 22.1.** If an “at-a-distance” agreement is entered into, the Customer is entitled to freely dissolve it without having to state a reason and without being responsible for the payment of a penalisation or compensation.
- 22.2.** The right to free dissolution is valid within 14 days of the execution of the “at-a-distance” contract.
- 22.3.** The Customer must give notice in writing, on paper or some other durable format, of the exercise of this right by the last day (inclusive) of the time limit stipulated above, sent by telematics means or sent to BEST’s registered office.
- 22.4.** The exercise of the right to free dissolution extinguishes the obligations and rights arising from the agreement or operation, taking effect from the date of its conclusion.
- 22.5.** Where BEST has received a guarantee by way of payment for services, it shall restore it to the Customer within 30 (thirty) days of receiving notice of the free dissolution.
- 22.6.** The Customer shall restore within 30 (thirty) days of sending the free dissolution notice to BEST any sums or assets he/she received.
- 22.7.** The Customer shall not be obliged to pay for any service actually provided before the end of the time limit for free dissolution. Exceptions are those instances where the Customer has requested the commencement of the execution of the agreement before the end of the time limit for free dissolution, in which case the Customer must pay BEST the amount due for the services actually provided in a sum that is not greater than the proportional worth of the services in the context of the operations contracted.

23. Guarantee scheme

- 23.1.** BEST participates in the Investors Compensation Scheme and the Deposit Protection Scheme.
- 23.2.** More detailed information on these protection schemes can be found at: www.fgd.pt and www.cmvm.pt.

24. Amendments to the General Conditions

- 24.1.** Without prejudice to the provision in Clause

8.7., BEST may amend these General Conditions and the conditions that apply to the CA on its own initiative and must inform the Customer of this, making these available in the Customer’s message area in BEST’s Digital Channels, thereby complying with the mandatory communication via any durable format, 2 (two) months before the date on which such amendment is to take effect.

- 24.2.** The amendments mentioned above are deemed accepted by the Customer if he/she does not communicate otherwise to BEST, in writing, up to that same date.
- 24.3.** The Customer and BEST hereby agree that the latter may change, on its own initiative, the agreement terms of other financial products and services besides the CA, and must inform the Customer of this at least 30 (thirty) days prior to the date on which such change is to take effect.
- 24.4.** Any such amendments shall apply to those operations, or their renewals, carried out after the change has been communicated by BEST, or by any other deadline that may be specified for the purpose.
- 24.5.** Customers can terminate this Agreement at once and at no cost on the basis of an amendment within 30 (thirty) days of the dispatch of the communication by BEST, with the provisions in Clauses 6 and 19 of this Section applying to this Clause wherever such application is possible.
- 24.6.** In the case of a shared account, the agreement must be terminated by all the Holders of the CA.

25. Late payment

- 25.1.** If the Customer is late in paying any debts arising from the operations contracted and/or executed, and without jeopardising the right of dissolution to which this might lead, BEST will charge such sums, for the duration of the delay, default interest calculated at the rate established in the special terms and conditions and/or any other agreement documents that apply to the contracting of the product and/or service, or, in the absence of such contractual provision, default interest calculated at the highest rate allowed by law and such interest may be capitalised, pursuant to the law.
- 25.2.** Late-payment interest is payable daily, irrespective of any query that may be made, therefore any failure to demand such shall not imply any moratorium on or waiver of by BEST

in relation to any right it may have.

26. Access to the General Conditions

For the duration of the contractual relations the Customer shall be entitled to receive, at his/her request and at any time, a hard copy or a copy in any other durable format of these General Conditions.

27. Information to the Bank of Portugal on liabilities

27.1. In compliance with the provision in Point 9.1. of Instruction 17/2018 of the Bank of Portugal, BEST is bound to report to that institution, for the purpose of centralising and disclosing information, on behalf of the direct beneficiary of credit, the balances of the liabilities arising from active credit operations granted in relation to the last day of each month, and the guarantees provided on behalf of the potential debtor.

27.2. The operations mentioned in 27.1. also include the sums not used in relation to all irrevocable lines of credit contracted, including credit cards, to be reported on behalf of the direct beneficiary, since they are potential liabilities, and the amounts of the guarantees and sureties provided in favour of BEST, to be reported on behalf of the guarantors, from the start of the relevant loan agreement, up to the limit of the guarantee provided.

27.3. The Customer is entitled to know the information relating to himself/herself kept in the Central Credit Register and, when any errors or omissions are confirmed, he/she shall request rectification or updating by BEST.

28. Miscellaneous

The Customer hereby authorises BEST to wholly or partially assign its contractual position in these General Conditions to other entities in a controlling or group relationship with the Novo Banco, S.A., which shall take effect from the date on which the Customer is informed of this, by registered letter.

29. Applicable law and jurisdiction

29.1. These General Conditions, the services and products covered by them and the banking operations carried out under them shall, unless especially stipulated otherwise, be governed by Portuguese law and jurisdiction.

29.2. Without prejudice to the provision in Article

74(1) of the Code of Civil Procedure, the Civil Court in the Holder's area of residence shall have jurisdiction to hear any legal action arising from this contract, with particular reference to its validity, interpretation or application.

SECTION B

GENERAL CONDITIONS FOR OPENING AND OPERATING AN ACCOUNT

SUBSECTION B1

COMMON PROVISIONS

1. Purpose

This Section contains the rules applying to the opening and operating of the Current Account (CA) held by the Customer in BEST.

2. Holding and operating the Accounts

2.1. The account may be individual or collective. In the latter case it should be joint and several.

2.2. Any of the Holders can freely operate the available balance in a joint and several holders account, without permission from the other co-Holders.

2.3. For the joint and several accounts envisaged in point 2.2, the common representative will be the person named as the first Holder.

2.4. Credit transactions may be executed by any account holder or by third parties regardless of the account type.

2.5. With respect to a CA opened on behalf of Minors, and until they reach the age of majority, their representatives undertake not to transmit any details of the access to the Account by telematics means to the Minors and to take all necessary steps to prevent unauthorised access to such details by the Minors. The Minor may only operate the Account, when legally permitted, if his/her representative so authorises, under the terms of the special conditions agreed with the Customer.

2.6. The Representatives undertake to do everything possible to prevent the unauthorised, abusive or fraudulent use of the user codes, Access Passwords and Additional Security Codes related to the Minor's Account by the Minor and accept full responsibility for such undue use.

2.7. Debit transactions require the existence of sufficient funds for the purposes and the delivery

to BEST of an order, validly made by the Holder(s) of the account or by his/her/their duly empowered representatives, as established in the General Conditions.

2.8. Debits on an account will have the effective date of the day on which they are made.

2.9. In the course of the contractual relationship between the Customer and the Bank, the following different balances are made available by BEST through its Digital Channels:

a) Accounting Balance

It is the difference between the credits and the debits made in the current account, resulting from cash, cheques, and deposits (before the funds are made available), etc.

These amounts are considered in the accounting balance but are not yet available and their utilisation before the value-date may have interest fees or other charges.

The accounting balance may present a negative amount. This happens when the Customer makes overdrafts or when he/she uses amounts made available by the Bank (e.g. overdraft limits as in the Service Accounts).

b) Authorised Balance

Amount that can be transacted and it is composed of the Customer's own funds and others besides the Available Balance and may have interest fees or other charges. It includes amounts like overdraft limits, authorised credit lines and financial products maturity amounts. Although reflected in the balance, the unpaid amounts (stocks selling, investment funds redemption, etc.) can only be used to reinvest in the same type of financial assets and not to subscribe other products such as term deposits or to make other transactions like bank transfers, payments, etc.

c) Secured Balance

Balance regarding those amounts that have not yet been charged to or paid by the Customer.

d) Available Balance

Balance the Customer may use without payment of any interest or fees.

This balance excludes the amounts regarding credit granting, mainly authorised overdrafts, and early transaction of deposited amounts that have not

been charged or paid, which would have interest fees and other charges.

3. Crediting an Account

3.1. The funds will be available in the CA within the time limits established by law for this purpose

3.2. Credits in an account will have the effective date of the business day following the day the transaction enters the account.

3.3. BEST may cancel the credit of any sums in an Account if it subsequently ascertains that the securities or sums are in any way irregular or incorrect.

4. Debiting an Account

4.1. The CA can be operated by means of cheques, payment or transfer orders or by any other legal means accepted by BEST.

4.2. If the Account has insufficient funds to enter a debit for any payment, Banco Best is hereby authorised to debit any other Current or Term deposit accounts of which the Customer is or may come to be sole holder of with BEST, with the latter being authorised to early redeem Term deposits to settle any amount in debt.

4.3. As an alternative to the provision in the preceding points, BEST can authorise the payment, in which case the Customer must immediately rectify any overdraft resulting therefrom, regardless of any question that may be raised. Interest will be charged on a daily basis at the nominal rate stated in the BEST List of Tariffs, attached to these General Conditions.

4.4. The Annex mentioned in 4.3 also contains the regulations on the applicable nominal rate and overdraft charges.

4.5. In case the Overdraft is to be extended for another month Best will immediately inform the Customer, in written, of:

- a)** the existence of the overdraft;
- b)** the amount of the overdraft;
- c)** the nominal interest rate applicable;
- d)** any sanctions, charges or default interest that may apply.

4.6. The Holders of a collective Account will be joint and severally liable for the payment of any sums relating to any overdraft on the account, regardless of the nature of the transaction which led to it.

4.7. Without prejudice to the provision in Section A(8.3.) above, BEST is also expressly authorised to debit the CA with any taxes,

charges, costs, fees and commission related to it or owed with respect to services provided by BEST in accordance with orders and/or instructions from the Customer.

- 4.8.** The Customer hereby authorises BEST to operate any account of which the Customer is a Holder in order to make any adjustments and corrections to any transactions carried out by mistake.

5. Account MAINTENANCE

The account is debited regularly with an amount, for account maintenance, in accordance with Tariffs and the SIF, to be settled with the periodicity established therein.

6. Cheques

- 6.1.** The Account may be operated by means of cheques if so agreed beforehand.
- 6.2.** For the purposes of the provision in 6.1 this agreement is held to be in place when the Customer applies for a set of cheques and BEST tacitly agrees to this through the delivery thereof.
- 6.3.** In the event that the Account is closed, for whatever reason, unused cheques must be returned to BEST forthwith.
- 6.4.** The mislaying, loss or theft of cheques must be reported to BEST immediately by telephone and subsequently confirmed in writing by the Customer.
- 6.5.** Improper use of cheques will result in the Customer's name being placed on the List of Cheque Users who Present a Risk.
- 6.6.** BEST reserves the right to terminate the cheque agreement if required by law or regulation or when there are good grounds for so doing.

7. Domiciling of periodic expenditure

- 7.1.** The Customer can domicile periodic expenditure in the CA he/she holds in BEST. This service allows the regular debiting of the Account for the purpose of paying period expenses as specified by the Customer and agreed by BEST, to be contracted in the terms and for the expenditures stipulated by BEST and which may include water, electricity and telephone bills.
- 7.2.** The recompense for providing the services set out in this Clause, and any charges, fees, taxes and costs associated with them will be established in accordance with the current BEST List of Tariffs.

8. Remuneration

The CA will be remunerated in accordance with the terms and conditions established in the respective SIF.

9. Interest

No interest will be due in amounts below €2.

Subsection B2

SALARY ACCOUNTS

- 1.** A Salary Account is a current account opened by the Customer in BEST in which BEST may allow an overdraft which can be used to meet one-off expenditures and to enable access to any advantages and special conditions associated with the Salary Account which may be in force at any time and which may be found on the List of Tariffs on the Banco Best website (www.bancobest.pt).
- 2.** The overdraft alluded to in 1 above is established in a specific agreement signed by BEST and the Customer.
- 3.** Any BEST Customer can hold a Salary Account who has a stable monthly income of a sum higher than the amount fixed by BEST where this income is paid directly into the Salary Account by the employer who processes the said payment.
- 4.** The Customer undertakes neither to cancel the Salary Account, nor to prevent/render impossible the payment of the salary into that Account, if any of the obligations arising for him/her from the overdraft envisaged in 2 have not been performed in full.
- 5.** The Customer further undertakes to advise BEST by the most efficient means possible if payment of the salary is suspended, as soon as this is confirmed or the Customer learns of any fact that may lead to a change in his/her employment situation or if the direct transfer of the salary to the Salary Account is suspended by the employer. In these circumstances BEST, without prejudice to other rights conferred by law or by these General Conditions, may terminate the overdraft agreement envisaged in 2 under the terms established therein, and the Salary Account will revert to a Current Account. The repayment of any sums being used by the Customer will become due immediately and any extra advantages associated with the Salary Account will be cancelled forthwith.
- 6.** Failure to comply with any provision in these

General Conditions will lead to the immediate cancellation of all the advantages, present and/or future, associated with the Salary Account, which is transformed into a simple Current Account, with BEST not being under any obligation to give prior notice of this.

Subsection B3

Minors' Accounts

1. Minor Accounts are all current accounts created by BEST for young people aged less than 18 who hold an identity card/birth record book or passport.
2. Accounts opened by a person aged 16 or older who can show that he/she obtained emancipation by any of the means established by law for this purpose, are excepted from the provision in point 1 above.
3. Minors' Accounts are contracted under the terms established for the opening of an account in these General Conditions, without prejudice to any specific requirements that BEST may stipulate at any time for opening, operating and maintaining them.

4. Opening a Minor's Account

Minors' Accounts must be opened in the name of the Minors, by their Representatives.

5. Forbidden operations

- 5.1. Unless provided for otherwise in these General Conditions, the following operations are not possible in a Minor's Account:
 - a) Cheque requests;
 - b) Applications for credit cards;
 - c) Personal loans and mortgages;
 - d) Any other operation that leads to any form of indebtedness used in banking being applied to the Minor's Account.
- 5.2. For the purposes of the provision in 5.1., the Minor's Account:
 - (a) May not be given as guarantee of any business deal or contract; and
 - (b) Will not have any foreign exchange obligations resulting from securities associated with it, except where the law provides.

6. Operating a Minor's Account

- 6.1. Any operations on a Minor's Account apart from deposits and credit transfers must be carried out by the minor's legal representatives and BEST

can refuse any transaction which it suspects (or knows) has not been authorised by all those representatives, and request the express permission of all of them for transactions of particular importance.

- 6.2. The Representatives of the Minor may request the issuance of a debit card and the Representatives of the Minor acknowledge that such request will be taken as permission to operate the Minor's Account by the Minor by using the card in question.
- 6.3. The Representatives hereby declare that the operations carried out by the Minor by means of the debit card are for the purpose of meeting the current living costs of the Minor which, being within the scope of his/her natural capacity, will only be relatively small sums.
- 6.4. The Representatives may subscribe to financial products, financial instruments or services on behalf of the Minor under the general conditions and according to the specific conditions of each product.

7. Majority

When the Minor attains the age of 18 the provisions of this subsection will no longer apply and the relevant Account will be governed by the provisions in Sections A and B1.

8. Liability

Without prejudice to any legal provisions to the contrary, the Minor and his/her legal representatives acknowledge that BEST does not have any general duty to monitor the source or destination of the sums to be credited or debited in the Minor's Account, and so they accept sole and full liability for compliance with the provisions set out in this Subsection.

SECTION C

FINANCIAL INVESTMENTS

1. BEST is authorised under the terms of the orders that the Customer issues and validly and effectively transmits to it to debit the latter's CA, under the terms and conditions agreed to make any financial investments and pay the commissions established in the relevant management regulations.
2. Whenever a financial investment is redeemed in full or in part, or when it matures, the resulting sum will be credited in the Customer's CA.

3. The Customer shall be solely liable for the operations carried out by BEST by way of executing orders he/she transmitted, as foreseen legally, and undertakes to rectify the overdrafts specified, particularly when an overdraft is created in an account, pursuant to Clause 1.
4. The information relating to the financial investments provided by BEST is not a substitute for reading all the applicable legal documents and prospectuses and does not in any way replace recourse to legal, tax, investment and any other specialist advisers, on the part of the Customer.
5. The Customer accepts all the risks arising from the investments he/she makes in terms of nature and kind, in particular those arising from changes to the tax regime, fluctuations of the capital market, and so forth, unless their full reimbursement and/or exact remuneration is guaranteed in writing.

6. Receipt and transmission of orders

6.1. In compliance with its legal duties as financial intermediary, BEST has drawn up a policy and procedures for the receipt and transmission of orders. BEST provides Customers with information on the aforementioned policy and procedures in the following formats:

- In its website at www.bancobest.pt/politicas/;
- Sending the information by email or conventional mail, at the Customer's request.

6.2. Unless otherwise indicated for a specific transaction or transactions in general, the Customer hereby authorises BEST to execute orders outside the regulated market or multilateral trading system, meaning that they will be executed Over the Counter (OTC).

7. Investment advice

7.1. The investment advice service provided by BEST is subject to the signature of an agreement in which BEST, at the request of the Customer or on its own initiative, provides customised advice regarding one or more financial instrument transactions.

7.2. For the purpose of the previous number, a transaction is understood as the buying, selling, subscription, redemption or holding of financial instruments or the exercise of rights over them.

7.3. The investment advice service will be provided in a non-independent way as follows:

- a) Prior collection of information concerning the Customer's knowledge and experience of the specific product or financial service, his/her financial situation, including his/her capacity to support losses and his/her investment purpose, including his/her risk tolerance;
- b) Assessment of the operation's adequacy and susceptibility of recommendation;
- c) Sending of a proposal that contains the adequacy test result;
- d) Acceptance by the Customer;
- e) Realisation of the operation.

7.4. BEST provides absolutely no performance guarantee on any financial instruments it recommends.

7.5. Whenever the Customer refuses to provide the requested information or decides to carry out the operation although he/she has been informed that said operation is not suitable for his/her profile, the Customer shall confirm the order in writing, taking responsibility regarding the fact that he/she has the necessary knowledge and experience to understand the risks associated with that type of financial instrument or service, and, in this manner, accepting not to benefit from the adequacy assessment protection.

SECTION D

REGISTRATION AND DEPOSIT OF SECURITIES

1. Purpose

This section contains the rules that apply to BEST's provision of the service of registration and deposit of Securities, and these shall prevail over the other rules set out in these General Conditions in the event of these being opposed or contradicted.

2. Provision of securities' registration and deposit services

2.1. With the contracting of BEST to register and deposit Securities, and the consequent opening of a Securities account and acceding to these General Condition pursuant to Section A, the Customer becomes a Holder, in BEST, of the corresponding Securities Account for the deposit and/or registration of Securities (including shares, investment fund units and other Securities), which shall be governed in relation to its opening, operating, maintenance and

closure by the applicable law and regulations, by the General Conditions and by the special terms and conditions or those specifically agreed with the Customer.

- 2.2. Holders of a Securities Account may only be those Holders of the CA to which it is associated pursuant to 2.3 below.
- 2.3. As the Securities Account is associated with the CA, its Holders and the conditions for operating the CA automatically define the Holders and conditions for operating the Securities Account.
- 2.4. BEST undertakes to ensure the registration and/or deposit of Securities registered and/or deposited in the Securities Account and to deliver or transfer them in compliance with the orders issued by the Customer, with the General Conditions, with the specifically agreed special terms and conditions and with the applicable law and regulations.
- 2.5. The Customer undertakes to inform BEST of tax address changes for the United States of America or for other countries with mandatory information reporting requirements equivalent to those foreseen in FATCA (Foreign Account Tax Compliance Act).
- 2.6. Notwithstanding that laid down in point 2.4. above, BEST will not provide custodianship services for financial instruments owned by Customers domiciled in the United States of America or in other countries with mandatory information reporting requirement regimes equivalent to those foreseen in FATCA. To the effect, BEST shall notify the Customer, 3 (three) months in advance, to proceed with the disposal or transfer of the financial instruments to another Credit Institution. If the Customer does not proceed to do so, BEST may close the Accounts under the terms and conditions foreseen in clause 19.

3. Recourse to other entities

- 3.1. BEST can turn to other duly qualified persons or entities, entrusting them with the full or part execution of the tasks included in the service contracted by the Customer, but continuing to accept in relation to its Customers full and sole responsibility for compliance with the legal and contractual rules that apply to the provision of the registration and deposit of Securities.
- 3.2. Given the structure associated with the custody activity, the payment of income, credit or the allocation of Securities in the context of

Corporate Events or in the exercise of rights associated with these, as well as in other similar situations, there may be a time lag between the relevant dates announced by the Issuer and the dates feasible for BEST.

4. Exercise of inherent rights of Securities

- 4.1. BEST shall credit the Securities Account or the Current Account, depending on the circumstances, with any Securities or sums it may receive due to its function as the registering or depositing entity for Securities deposited or registered in the Securities Account, viz. dividends, interest, reimbursements and shares derived from increases of capital by incorporation of reserves, provided that this does not require the provision of consideration.
- 4.2. The sums that BEST receives under the terms of 4.1 above will be credited in the CA, net of payments withheld at source by law and any other sums owed to BEST, particularly by way of commissions and/or charges.
- 4.3. Regarding the other rights inherent to the Securities registered or deposited in the Securities Account, in particular those whose exercise requires the provision of consideration; BEST will only exercise these in compliance with orders and/or instructions from the Customer and agreed by it
- 4.4. Where the Holder of the Securities deposited or registered in the Securities Account can choose the currency in which the income or remuneration he/she will receive in relation to the Securities he/she holds will be paid, BEST will indicate the currency of the Securities Account as the currency chosen.

5. Sundry provisions

- 5.1. When exercising its functions as custodian or recorder of Securities, BEST shall observe the principle of asset segregation, adopting suitable measures to safeguard Customers' rights over their assets, with the Customers' accounts being identified separately from any others used by BEST to hold money.
- 5.2. Information regarding Corporate Events or other information provided by the Custodian will be transmitted by BEST, to the Securities' first account holder, through his/her private area in the Bank's website.
- 5.3. BEST's provision of Securities' registration and deposit services to the Customer shall not

directly or indirectly include the duty to provide consultancy or portfolio management services and BEST cannot be held responsible for any choice of securities or decisions relating to trading them, specifically their purchase or sale.

- 5.4.** BEST shall not be responsible for, nor shall it guarantee the authenticity, validity, regularity or lack of discrepancies or legal situations that may encumber any security that have not been acquired on the regulated market or the multilateral dealing system unless through fraud or misconduct on the part of BEST. But if BEST detects any forgery or irregularity it shall immediately report this to the Customer.
- 5.5.** The Customer accepts the responsibility of keeping himself/herself informed about market characteristics and about the general risks inherent to investing in securities or other financial instruments.
- 5.6.** The Customer hereby accepts that, when compensating fungible securities deposited in the Securities Account, in the absence of impeding legal or regulatory provisions, Securities of the same type and value may be delivered conferring identical rights, regardless of their number.
- 5.7.** In the exercise of its function as registering or custodian entity of Securities, BEST shall issue certificates and order the blocking of Securities as allowed by law and shall enter in the Account all the registrations and endorsements they present on registration, as provided for by law.
- 5.8.** The registration and deposit of Securities in the Securities Account and the registration of the transmission, establishment of encumbrance or charges, or any other vicissitudes relating to them depends on the prior submission to BEST of a document proving the existence of the right/fact to be registered, except where this is not a legal requirement.
- 5.9.** Any taxes which may be due in relation to the Account or operations that have an impact on it, in particular through opening, operating, remunerating it, any credit granted, payment of interest, the trading of Securities, and with the provision of any information or Account maintenance services, shall be at the expense of the Customer, and BEST may debit the CA with the relevant sums.
- 5.10.** Without prejudice to the above, BEST is authorised, when engaged in any activities

related to the agreement celebrated with the Customer and regulated by these General Conditions, to intervene in any acts or transactions also as counterparty of the Customer (either on its own behalf or representing a third party), provided that the Customer has authorised or confirmed the transaction in writing, and such authorisation or confirmation may be waived when the Customer is an institutional investor or the transaction is executed on a regulated market through a centralised trading system.

SECTION E

CHAPTER I

GENERAL CONDITIONS FOR USING CARDS FOR PERSONAL CUSTOMERS ISSUED BY BEST

BEST cards for personal customers will be regulated by the rules and conditions set forth in this Agreement. The use of the cards implies the understanding and acceptance of the General and Specific Conditions for Use and the relevant Annex, as well as the application form and corresponding acceptance by BEST which are, as a whole, the cards Agreement conditions for use.

1. Concept

1.1 The credit and debit cards specified in this Agreement are the property of BEST – Banco Electrónico de Serviço Total, S.A.. The cards are a personal, non-transferable means of payment issued under the VISA International Network, to which the Multibanco Network is linked, hereinafter designated together as Networks, for national and international use.

1.2 All the cards are based on a card account. Credit cards have credit ceiling, mentioned in the relevant monthly statement. All credit cards which have a current account associated with the card account permit access to this current account via ATMs (Multibanco Network) and point-of-sale terminal (POS terminal) in Portugal, as established in point 3.5. of these General Conditions.

2. Issuance

2.1 The cards are issued in the name of an individual holder, specified in this Agreement, and hereinafter termed the Holder.

2.2 If the card account is associated with a shared

current account it shall be joint with respect to its operation.

- 2.3** The holding of any card requires a prior application from its future Holder and the approval of the Bank.
- 2.4** The Holder may apply for the issuance of extra cards in the name of other users with respect to his/her card account, accepting full liability before the Bank for all uses of such cards, notwithstanding the joint liability of the Additional Holders with respect to the debts contracted under the aforementioned card account. Additional Holders must adhere to these General Conditions and the Specific Conditions for Personal Customers to use BEST Cards.
- 2.5** The Bank may make available debit cards for personal use by minors. To the effect, the request for the card shall be made by one or both the Legal Representatives. In this case, the request for additional cards in the name of other users is not possible.
- 2.6** In the case foreseen in the previous number, the card shall be issued in the name of the Minor, who shall be the Holder of same. All rights and duties of the Holder pursuant to this agreement shall be exercised by the Legal Representative(s) of the Minor.

3. Use of the card

- 3.1** The cards enable their Holder to acquire goods and services. They also allow cash withdrawal from banks, payment machines within the ATM's Network systems and in point-of-sale terminal (POS terminal). The fees payable for the various operations are set out in the attached table.
- 3.2** For security reasons the use of the cards issued by BEST is forbidden on Portuguese or foreign Internet sites, apps or programs which are regarded as involving risk, in particular sites, apps or programs related to pornography or gambling, and the Bank reserves the right in such cases to cancel the card without prior notice.
- 3.3** All purchases made with a credit card in Portugal or abroad are held to be credit purchases and will be debited in the Holder's card account up to its balance limit. Where purchases are made in Portugal in POS terminals with an agreement with the Multibanco Network system, these will be debited in the associated current account

depending on the balance in that account at the time, unless the Holder does not have an associated current account in the Bank.

- 3.4** Cash advances made with the credit card through the option "Cash Advance" (in the ATMs of the Multibanco network) or "Withdrawal" (in the ATMs of other networks accepting the VISA brand but not the Multibanco brand) shall be considered cash advances and debited in the relevant card account.
- 3.5** Credit cards which have a current account supporting the credit card domiciled in the Bank allow cash to be withdrawn from Multibanco ATMs. Notwithstanding the provision in the following point, these withdrawals and all other financial operations available from the Multibanco ATMs and POS terminals will be debited to the associated current account depending on the balance in that account at the time, and on the current ceilings imposed by the systems.
- 3.6** All transactions carried out with debit cards in Portugal and abroad, are debited to the associated current account, are included in the statement for that account and restricted to the available balance in that account.
- 3.7** Debit cards with contactless functionality allow cardholders to perform payment operations using this contactless technology at POS terminals, up to a maximum of 50 € per transaction, without using the PIN code.
- 3.8** The MB WAY transfer orders are limited to a monthly maximum amount, a maximum amount per operation and a maximum number of operations realized per month, defined by SIBS. The concept of "maximum" being the sum of all the transfers successfully received/sent in/from the Deposit Account. In case these limits are exceeded the operations will be declined.

4. Statement

- 4.1** The Bank will make available to the Holder, on a monthly basis, or at any other interval allowed by law or relevant regulations, whichever of the following is applicable:
 - a)** a statement of his/her card account (provided transactions have been made or if there is an outstanding balance), which will contain the

references and amounts of the credit card transactions carried out by the Holder and not yet paid off, and the payments made during the period;

- b) a current account statement, which will contain all the credit and debit movements carried out in the current account by the Holder.

4.2 The current account statement will be provided as specified in 10.3 of the General Provisions. The card account statement, unless otherwise agreed between the Holder and BEST, shall be made available in the Customer area, at www.bancobest.pt, in a format that can be consulted and printed and, in addition, shall be sent to the electronic mail address indicated by the Holder, but only in the cases where the Customer holds a current account associated with the card in the Bank. Additionally, and at the Customer's request, the card account statement may be mailed to the Customer's postal address contained in the Bank's database. If the card account paper statement is mailed, postage costs may be charged to the Customer as per the Tariffs in force.

4.3 The Bank may change the format of the statement sent to the Holder, who must be informed of this two months before the date on which such change is to take place, pursuant to the terms and conditions established in point 8.

4.4 If the paper version of the statement is chosen, the Bank will not be liable for any delays in the receipt of the statement that are not directly attributable to it, or if it is lost in the post.

4.5 The Holder may request proof of any operation carried out, the charges for which are shown in the attached table.

4.6 The card account statement details the debt of the Holder and will be considered correct if no written complaint in the form of a registered letter with notice of receipt or written communication delivered to the Bank, duly accompanied by the required supporting documents, i.e. copies of invoices or proof of the transactions intended for the Holder, is received within 15 (fifteen) days of the issue date of the statement. The transactions listed on the card account statement selected as special purchases/plans are considered accurate and therefore they cannot be revoked by the

Holder.

4.7 The Bank may resort to judicial or extrajudicial measures to enforce compliance in the event of failure to pay the sums due under this Agreement, based on the most recent statement sent to the Holder and which were not challenged.

5. Card expiry date

5.1 The cards have an expiry date (as stipulated in the attached table) which is engraved on them, after which they may not be used. The Bank may renew the card provided that the Holder does not oppose this in the 2 (two) months preceding the expiry of the period mentioned above.

5.2 In the event of the Holder's death, disqualification or incapacity, the right to use the card lapses and his/her heirs or representatives must immediately return the card to the Bank. The Bank further reserves the right to retain and destroy the card directly or through a third party, such as an entity accredited to accept VISA cards, and to cancel it, if it becomes aware of the Holder's death.

6. Term and entry into force

6.1 This Agreement comes into force on the date indicated herein and shall last for an indefinite period.

6.2 The Bank may terminate the Agreement provided it informs the Holder of its decision in writing at least 2 (two) months beforehand.

6.3 Notwithstanding the provision in 6.1., the Holder may terminate the Agreement, freely and without explanation, provided he/she informs the Bank of his/her decision in writing at least 1 (one) month beforehand by means of registered letter with notice of receipt or written communication delivered to the Bank.

6.4 Once he/she has exercised his/her right of termination, the Holder must pay the Bank all the sums owing under this Agreement due to the use of the card up to the date termination takes effect.

6.5 Once this Agreement has been terminated, whatever the reason, the Holder shall lose all the rights inherent to the possession and use of the card which he/she must immediately return to the Bank. The Bank further reserves the right to keep

and destroy the card directly or through a third party, such as an entity accredited to accept VISA cards.

7. Right of free revocation

7.1 The Holder can freely revoke this Agreement within 14 (fourteen) calendar days without having to state any reason.

7.2 The period for the exercise of the right of revocation starts from: (i) the date on which the Agreement is signed, or (ii) the date on which the Holder receives a copy of the Agreement and the information described in article 12 of Decree-Law 133/2009, of 2 June, whichever comes later.

7.3 Revocation of the Agreement shall only take effect once the Holder has sent a declaration by registered mail with notice of receipt or written communication delivered to the Bank, provided that the relevant communication is sent within the time limit specified in 7.1 and is accompanied by the card, which must not have been used. Once the Agreement has been revoked the Bank is entitled to keep and destroy the card directly or through a third party, such as an entity accredited to accept VISA cards.

7.4 After exercising the right of revocation, the Holder must pay the Bank all sums disbursed by way of taxes and those related to any transaction carried out in the meantime with the card, specifically the capital and interest incurred since the date when any transactions were carried out with the card up to the date of payment of the capital. This payment must be made as quickly as possible, and in any case within no more than 30 (thirty) days after the communication has been sent.

7.5 For the purposes of 7.4. interest is calculated using the nominal rate given in the attached table, for credit on an Actual/360-day basis.

8. Changes

8.1 The Bank reserves the right to amend the conditions of this Agreement and the applicable interest rates, advising the Holder thereof 2 (two) months in advance, which may be done via the card account statement (for credit cards) or via the current account statement (for debit cards), or, further and in any case, via a message sent

to the Holder's message area in the Digital Channels, if the Holder also has a current account associated with the card in the Bank. The Bank shall consider that any amendment has been accepted by the Holder if the latter does not challenge it within 2 (two) months of receiving the respective notification.

8.2 The use of the card before the period specified in the previous point has elapsed, presumes acceptance of the contractual amendments in question.

8.3 Once advised of any amendments to the Agreement, the Holder can freely terminate it at once, if he/she informs the Bank of his/her decision in writing via a registered letter with notice of receipt, within 2 (two) months.

8.4 The card Holder undertakes to advise the Bank of any change to the postal address initially indicated, by registered letter with notice of receipt or written communication delivered to the Bank.

9. Dissolution

9.1 The Holder undertakes to inform the Bank of any change to his/her personal or asset situation, such as unemployment or divorce, which is relevant to the proper performance of this Agreement.

9.2 In the case of credit cards, the Bank can terminate the Agreement if the Holder fails to pay two successive instalments whose value is more than 10% the total amount of the credit or failure to pay three successive instalments. For the purposes of this Agreement, an instalment is held to be the amount of the amortisation of capital chosen by the Holder at any time, plus interest, commission and other charges as described in point 3.2 of the Specific Conditions for the use of BEST Credit Cards for Personal Customers.

9.3 If the provision in 9.2. is confirmed, the Bank will allow the Holder an additional 15 days to make full payment of the instalments in arrears, plus any compensation and charges due, which, if the Holder fails to comply, will allow the Bank to declare the credit payable.

9.4 Over and above the provision given in 9.3. above, the Bank may terminate this Agreement at any time by written communication sent to the

Holder whenever:

- (i) the Holder allows the card to be misused or allows its use by third parties;
- (ii) the Holder ceases to comply with any of the obligations arising from the use of the card, in particular those arising from this Agreement;
- (iii) if there is any change in the employment or economic circumstances of the Holder, which the Bank believes may call into question the Holder's ability to meet his/her contractual obligations.

10. Operating rules and debit authorisation

10.1 To acquire goods or services with the card the Holder must:

- (i) present the card, duly signed;
- (ii) check and sign the invoices or slips presented by the establishment and keep a copy;
- (iii) identify himself/herself, when so requested;
- (iv) use his/her PIN code in ATMs and in all the POS terminals that allow for this form of authentication, or in any other circumstances when asked to do so.

10.2 To acquire goods or services with the debit card with Contactless technology, the cardholder must:

- (i) Check the transaction;
- (ii) Hold the card in front of the POS contactless reader;
- (iii) Keep a copy of the invoices or slips presented by the establishment;
- (iv) Identify himself/herself, if requested.

10.3 If the MB WAY service is subscribed to via the Best Bank app, the following features will be available:

- (i) Subscribe to the service
- (ii) Transfer money
- (iii) Withdraw cash

10.4 If the MB WAY service is subscribed to via the MB WAY app, the following features will be available:

- (i) Subscribe to the service

- (ii) Transfer money
- (iii) Withdraw cash
- (iv) Pay with MB WAY
- (v) Ask for money
- (vi) Split the bill
- (vii) Use the ATM

10.5 Use the ATM The use of the PIN code of the card and of the MB WAY Service, or signing the invoices or slips mentioned in 10.1 implies that the Holders authorise that the relevant sums will be debited to their account.

10.6 Transactions provided for in the Network systems regulations, which do not require a signature or the introduction of a PIN, such as:

- (i) low value operations like toll payments and telephones;
- (ii) telemarketing transactions;
- (iii) booking and buying tickets for shows;
- (iv) booking hotels and vehicles;
- (v) mail order/telephone order transactions,
- (vi) transactions using contactless technology;
- (vii) new operations that may be offered to users;

In the case of debit cards, these operations involve the entry in the respective current account; in the case of credit cards, these operations involve the entry on the respective card account, with the exception of low-value transactions that will be entry on the respective current account.

10.7 In case of card renewal or replacement, whatever the reason, the Cardholder is responsible for providing or updating the new card details to the beneficiary in such order. The cardholder may place card permanent payment orders remotely with a merchant, having authorized the reuse of card details, to pay for future purchases, authorizing, in this case, the Bank to make card payment systems available updated card details, in case of renewal or replacement, whatever the reason. The Cardholder may request the Bank at any time to stop updating card details.

10.8 In mail or telephone order transactions an Additional Security Code must be indicated. This

code is the last three numbers given on the back of the card on the right-hand side of the signature strip.

10.9 The cardholder may setup permanent payment instructions associated to its card. In case of any reason of card renewals or replacements, the cardholder is responsible to provide or update the data to the beneficiary of such order.

10.10 Regarding open environments (ex. Internet sites, apps or programs) transactions carried out, the Holder must carry them out through a secure payment service made available by the Bank such as the MB NET – Secure Payment, the 3D Secure or any other made available for the effect. These services are explained in the Specific Conditions of the MB NET – Secure Payment and 3D Secure. The Bank reserves the right to refuse any transaction in open environments that is not carried out through the MB NET - Secure Payment or 3D Secure Services. The Holder is responsible for any transaction accepted in an open environment without the use of MB NET - Secure Payment or 3D Secure Services.

11. Security arrangements

11.1 The following measures should be taken to prevent the fraudulent use of cards:

- (i) the card Holders should sign them as soon as they are received, even if they do not intend to use them straight away;
- (ii) use the MB NET – Secure Payment service or join the 3D Secure Service or any other made available by the Bank for carrying out secure transactions;
- (iii) check and accept or refuse transactions in open environments, through validation in the app MB WAY or in the app Best Bank, depending on availability at the time.
- (iv) each card is assigned a PIN, which must be kept secret. The card Holder must take all appropriate steps to ensure the security of the card and its PIN, and the MB WAY Service, such as:
 - not allowing the use of his/her card by third parties, even his/her representatives;
 - not disclosing the PIN of the card or of the

MB WAY Service to third parties;

- memorising the PIN of the card and of the MB WAY Service, and not writing it down;
- not keeping the PIN of the card or of the MB WAY Service in a way it can be understood or accessible to third parties;
- not noting the PIN of the card or of the MB WAY Service on the card or wherever the card is kept or on anything kept with the card.

11.2 In order to avoid fraudulent use of the card through MB WAY Service, the cardholder must:

- (i) Keep the mobile device with the Best Bank App or MB WAY App installed in safe conditions and follow the security practices advised by the manufacturer and/or operator, updating the necessary safety applications such as antivirus software;
- (ii) Be sure to use the MB WAY Service in establishments/stores and online communication platforms that have joined the Service and display the MB WAY brand.

11.3 Card Holders must enter their PIN when contactless transactions reached the value of 80.00 EUR or whenever reached four consecutive transactions in another currency than Euro.

11.4 The Bank can, at any time and without incurring any liability in relation to the Holder, refuse to authorise any operation whenever this is to protect the Holder or is linked to the payment authorisation system.

11.5 The Bank reserves the right to block the Holder's card whenever:

- (i) this is for reasons of protecting the Holder;
- (ii) this is for reasons linked to the card operating system;
- (iii) unauthorised or fraudulent use of the card is suspected;
- (iv) if there is any change in the employment or economic circumstances of the Holder which the Bank considers may put at risk his/her ability to meet his/her obligations to the Bank.

11.6 If for reasons of security or legal impediment the Bank cannot give the Holder prior warning of

the card being blocked, he/she will be notified of the blocking and grounds for doing so as soon as possible.

11.7 Once the reasons mentioned in 11.3. are no longer valid, the Bank will unblock the card or replace it with a new one. This replacement will be at no cost to the Holder.

12. Unauthorised operations

12.1 Unauthorised operations realised with the Card are subject to the provisions foreseen in clause 14.2. of the General Conditions of Payment Services regarding Unauthorised Payment Operations and Liability.

12.2 Following the notification foreseen in clause 14.2. of the General Conditions of Payment Services regarding Unauthorised Payment Operations and Liability, the Bank will trigger the measures required to prevent the abusive and fraudulent use of the card. If following the notification made by the Holder, there is a need to replace the card and the Holder wants to do so, he/she is responsible for the payment of the amount due to the Bank for a Replacement Card Commission or New Card/MB WAY Service PIN, referred to in the attached table. The Replacement Card Commission is also applicable in case of card damage.

13. Revoking authorised operations

13.1 The Holder can ask for the reimbursement of a transaction carried out with the card provided that, at the time of the authorisation as established in 10.1, the amount has not been determined and the sum in question is greater than the Holder may reasonably expect.

13.2 Such a request (pursuant to 13.1.) must be made within 8 (eight) weeks of the relevant debit in the card or current account, as applicable, and the Bank may or may not make a reimbursement, depending on the content of the complaint submitted by the Holder.

14. Liability for execution of operations

14.1 The Bank will be liable for any direct losses suffered by the Holder as a result of the non-execution or faulty execution of an operation due to the malfunction of the machine or terminal

where the card is used. The Bank may not be held liable for any loss caused by a technical failure of any of the Networks or the POS terminals and ATMs of the Multibanco Network included MB WAY, if the Holder has been warned of this by means of a written message on the screen of the device or if it has become obvious in some other way.

14.2 If there is any dispute between the Bank and the Holder, the burden of proof lies with whoever has cited the fact in their favour and the other party must cooperate fully, in particular by providing the information and documents requested that relate to the dispute in question.

15. Annual COMMISSION for the card service

15.1 The issue and renewal of the cards may require the payment of an annual commission for the card service. The amounts of such commissions are specified in the attached table.

15.2 The Bank reserves the right to replace the annual commission with a monthly commission and may charge one-twelfth of the amount of the annual commission each month.

15.3 Only that part of the annual commission for the period elapsed up to the termination of the Agreement is payable by the Holder; if the whole amount has been paid in advance by the Holder, he/she is entitled to a partial reimbursement thereof in proportion to the period remaining. If the annual commission is replaced by a monthly charge, pursuant to 15.2, the obligation to pay this ends at the end of the month in which the Agreement is terminated.

16. Additional products

16.1 Additional Products (e.g. reward schemes, services, etc.) are optional accessories to those attached to particular cards and the Holder may subscribe to them when the card is taken out or at some later date.

16.2 The value of the Additional Products, to which corresponds the charge of an annual or monthly fee, depending on the product in question, is specified in the attached table.

16.3 When the Additional Product is subscribed at the time of taking out the card, the charge is paid simultaneously with the annual commission for

the card. When the Additional Product is subscribed at a later date, the relevant charge is paid at that time. This extra payment is related to the value of the Additional Product, stated in the attached table and corresponds to the number of months between the date of subscribing to the Additional Product and the month when the annual commission for the card is payable. The annual commission for the card, increased by the charge for the Additional Product, will be debited in the month when the said annual commission is due.

16.4 If the card is not used for 90 (ninety) days or more, or in the event of non-payment of the agreed instalment, the additional products which may be associated therewith shall be held to be automatically cancelled (unless expressly indicated otherwise). They will only be re-activated when the Holder again uses the card for transactions and/or pays any arrears, depending on the circumstances.

17. Foreign transactions

17.1 Transactions carried out under this Agreement shall be denominated in Euros.

17.2 Transactions carried out in currencies other than the Euro are first converted into US dollars, and then into Euros. The average exchange rate used, will be that in force in the world's three main foreign exchange markets and calculated by VISA International. Any change in the exchange rate will be applied immediately.

17.3 The service charge specified in the attached table is added to the exchange rate for transactions carried out in currencies other than the Euro.

17.4 The commission stipulated in the attached table will be added to all transactions carried out in the countries of the European Economic Area (EEA), specified in the attached table, in currencies other than the Euro, Swedish Krona or Romania LEU, or in the other countries of the rest of the world, regardless of the currency used. This is to offset costs of intermediation, processing, communications and risk.

18. Personal information – collection and processing

The privacy policy as well as information on the processing of personal data is presented in BEST's website.

19. Informing the Bank of Portugal of liabilities

19.1 In compliance with the provision in Point 3 of Bank of Portugal Instruction 17/2018, the Bank must inform that entity of all the Holder's active operations, including unused sums on credit cards.

19.2 The Bank must inform the Bank of Portugal of the card account balance as at the last day of each month.

19.3 Pursuant to the above-mentioned Instruction 17/2018, the Holder is entitled to know what information relating to himself/herself is kept in the Central Credit Register and, when any errors or omissions are confirmed, he/she shall write to the Bank to request their rectification or updating.

20. Copy of the Agreement

The Holder may, at any time during the lifetime of the Agreement, ask the Bank for a new copy of the Agreement, on paper or in any other durable format.

21. Language and communication

21.1. The Agreement, and all notifications and communications issued or carried out thereunder, will be drawn up in Portuguese.

21.2. Notwithstanding any specific provision to the contrary, the communications and notifications specified in this Agreement will be carried out: (i) by the Bank, in writing, via the card account statement and/or the current account statement, by letter sent to the Holder's residence, by email sent to the address indicated by the Holder or by a message sent to the Holder's message area in the Digital Channels or by telephone to the contacts registered in the Bank (ii) by the Holder, in writing, by registered letter to Rua Castilho, 26, Piso 2, 1250-069 Lisbon, by message recorded in the Holder's message area in the Digital Channels or by telephoning BEST Customer Support Service, with a guaranteed personalised answering service.

22. Law and judicial and extrajudicial means of resolving disputes

22.1. The present Agreement is regulated by Portuguese Law.

22.2. Notwithstanding the complaints' book legislation, the Customer may present a complaint via the message area available in the Digital Channels, through BEST Customer Support Service or by letter mailed, marked care of the Quality Unit, to the Bank's registered office address. The Customer may also present complaints based on non-compliance of the law by BEST directly to the Supervisory Entities.

22.3. If the claim or dispute deriving from the interpretation, validity or execution of this Agreement, in the usage of cards, is equal to or less than that of the jurisdiction of the First Instance Courts, as per article 144 of Decree-Law no. 91/2018, of 12 November, and as a way to ensure the alternative resolution of claims regarding rights and duties under the present Agreement, Banco Best allows the Customer to appeal to the following alternative dispute resolution entities that the Bank has adhered to, as per Law no. 144/2015, of 8 September:

a) *Centro de Arbitragem de Conflitos de Consumo de Lisboa*, web page www.centroarbitragemlisboa.pt

b) *Centro de Informação de Consumo e Arbitragem do Porto*, web page www.cicap.pt

22.4. Furthermore, the Bank and the Holder can appeal to the Civil Court in the Holder's area of residence, so long as it is in Portugal.

22.5. The Bank can also resort to judicial or extrajudicial measures to enforce compliance in the event of failure to pay the sums due under this Agreement, based on the most recent statement sent to the Holder and not challenged.

23. SUPERVISION

The Bank is subject to oversight by (i) the Bank of Portugal, with headquarters at Rua do Ouro, no. 27, in Lisbon, (ii) the Comissão de Mercado dos Valores Mobiliários (Stock Exchange Commission), with headquarters at Rua Laura Alves, no. 4 – Apartado 14258 – 1064-003 Lisbon, and (iii) the Autoridade de Supervisão de Seguros e Fundos de Pensões, with registered office at Av. de República, no. 76, 1600-205 Lisbon.

24. Identification

BEST – Banco Electrónico de Serviço Total, S.A, with headquarters at Rua Castilho, 26, Piso 2, 1250-069 Lisbon, legal person and registration no. 505 149 060, registered in the Lisbon Company Register, Section 1.

CHAPTER II

SPECIFIC CONDITIONS FOR USING BEST CREDIT CARDS FOR PERSONAL CUSTOMERS

1. Credit limit

1.1. Transactions carried out with credit cards, manually or electronically, considered individually or together, may not exceed the credit limit stated on the statement. These transactions will be debited in the Holder's card account, whose starting balance is the assigned credit limit.

1.2. The credit available is the difference between the credit ceiling and the transactions already carried out by the Holder and not settled whether or not they have been entered on the card account statement. The credit limit will be automatically replenished as soon as the debt is liquidated.

1.3. The Bank may allow the credit limit to be exceeded, according to certain criteria, with the Bank reserving the right to charge an exceeded credit limit fee, according to the Pricing List in force. If the Holder exceeds the agreed credit limit the excess will be added to the calculation of the Minimum Amount Payable, (calculated as shown in point 3.6. of these Specific Conditions), or to the amount of the fixed payment sum (as mentioned in 3.2.).

1.4. The Bank may, on its own initiative, change the credit limit, through communication addressed to the Holder at least 2 (two) months in advance, under the terms set out in points 8 and 21 of these General Conditions.

2. Special purchases/plans (INSTALMENTS)

2.1. Pursuant to the provisions below, the Holder may opt to make special purchases/plans with the credit card, i.e. pay for transactions in instalments (in successive monthly payments) with a differentiated interest rate. The transactions eligible for special purchases/plans are purchases made with the credit card, cash

- advances and the card's credit used.
- 2.2.** The special purchases/plans service is also available in certain POS terminals. When making a purchase with his/her card, the Holder may choose the special purchase/plan option through the POS terminal when paying for the purchase, and establish the number of payment instalments, from the choices available on the POS terminal.
 - 2.3.** The Holder who has made a credit card purchase and not followed the procedure described in 2.2. can convert it into a special purchase/plan and fix the number of payment instalments through BEST Customer Support Service (business days, from 8h to 20h WET), with guaranteed personalised answering service, or in any Banco Best investment centre. The Holder can only choose each purchase or cash advance he/she wishes to pay for in instalments up to the closing date of the statement of the card account in which it will be entered.
 - 2.4.** The special purchases/plans do not require specific approval. The total value of the purchase/special plan will be deducted from the credit available, which shall be replenished monthly by the amount of the capital paid off in each instalment.
 - 2.5.** Each special purchase/plan will be subject to a specific interest rate, according to the payment time limit chosen. The maximum interest rates are listed in the attached table. The instalments will be debited in the respective card account.
 - 2.6.** The minimum amount established for a special purchase/plan associated with the card is listed in the attached table and no more than 10 (ten) active special purchases/plans can be associated with one credit card (an active special purchase/plan is one which has not been fully paid off). The card's credit used may only be the object of one active conversion.
 - 2.7.** The Holder can, at any time, cancel the payment by instalments and the remaining capital outstanding will be charged on the next statement. Cancellation of payment by instalments may lead to the credit limit being exceeded and the provision in point 1.3. of these Specific Conditions will then apply to its settlement.
 - 2.8.** Once the credit account statement on which the first instalment of the special purchase/plan will be entered is closed, the Holder may, at any time, but only once for each special purchase/plan, request to change the number of instalments relating to the remaining capital, from which point forward the interest rate for the new period will apply. This change will only be possible if the total number of instalments already paid plus the number of instalments of the new period does not exceed the maximum number of instalments set for this operation, as per the attached table. If the Holder chooses to change the number of instalments, a fee will be charged in accordance with the attached table.
 - 2.9.** Up to the closing of the card account statement, the Holder may cancel the special purchase/plan realised using the POS terminals, with respect to purchases made under point 2.2., or through the above referred BEST Customer Support Service (business days, from 8h to 20h WET) mentioned above or in any Banco Best investment centre. Once a special purchase/plan has been cancelled the Holder's card account will be credited with the amount of the cancelled purchase. Cancellation of a special purchase/plan via the POS terminal further requires the Holder informing the Bank, through BEST Customer Support Service.
- 3. Settlement of card account statement**
- 3.1.** The due date for the sums to be settled by the Holder will be stated on the card account statement.
 - 3.2.** Payment of the whole amount owed will be by permanent debit order on the current account associated with the card account, if any, in one of the following payment modes previously selected by the Holder:
 - (i)** monthly payment of the entire balance of the card account: the payment will be made of the entire balance due;
 - (ii)** monthly payment of part of the card account balance: the amount of the payment shall be a percentage of the capital used, calculated pursuant to 3.6. and previously chosen by the Holder, plus fees and commissions, if applicable, and the interest and taxes set forth in the attached table;
 - (iii)** monthly payment of a fixed amount: the amount payable as agreed by the Holder and the Bank cannot be less than 4% of the credit limit. This

sum will include fees and commissions, if any, and the interest and taxes established in the attached table, with the remainder reducing the capital.

- 3.3.** The Holder may alter, at any moment, the payment mode through the Digital Channels, BEST Customer Support Service or at an Investment Centre of Banco Best. The payment mode change will only become effective on the statement's closing date. If the Holder does not have a current account in the Bank associated with the card account, the whole amount due will be paid by another means accepted by the Bank, such as via Multibanco ATMs, POS terminals or through the direct debit system.
- 3.4.** If the card Holder, who does not have a current account open in the Bank, comes to hold such an account, the payment of the sums due may be processed and settled in this account, if the Bank so agrees, provided that it informs the Holder at least two months beforehand, pursuant to 21.2 of the General Conditions for using BEST Cards.
- 3.5.** If the Holder chooses to settle the payment of a particular purchase via the special purchase/plan option, the amount of the special purchase/plan instalment will be added to the calculation of the Minimum Amount Payable described in point 3.6 of these Specific Conditions, or to the amount of the fixed sum mentioned in 3.2.
- 3.6.** Without prejudice to the payment mode agreed, the Bank may allow the Holder to make the payment of a Minimum Amount Payable, which will be indicated on the card account statement, by selecting the option "Payment of Services" available in the Digital Channels and in the ATMs of the Multibanco network. Such option will not be applicable when the fixed payment mode has been selected.

The Minimum Amount Payable will be calculated monthly, as follows:

(Outstanding capital ⁽¹⁾ × % corresponding to the Minimum Amount Payable) + Credit limit excess + Fees, commissions, interest and taxes not paid + Fees, commissions, interest and taxes for the month

⁽¹⁾ Outstanding capital = Balance owed – Credit limit excess – Fees, commissions, interest and taxes not paid – Fees, commissions, interest and taxes for the month.

- 3.7.** Fiscal charges and amounts owed of €15 (fifteen) or less or which exceed the credit limit must always be paid in full.
- 3.8.** If the Holder wishes to pay amounts (higher or lower) other than those of the debit order he/she initially indicated, if there are any, this can be done via the Digital Channels, BEST's Customer Support Service, in Multibanco ATMs and in those POS terminals that allow this operation. This method of payment is only accepted up to 18h on the day specified as the last date for payment on the card account statement. In this case, if the payment is equal to or higher than the Minimum Amount Payable or fixed payment amount, specified on the statement, the debit order will not be triggered on the last date for payment. But if the payment is less than the Minimum Amount Payable or fixed payment amount, the referred debit order will be triggered for the difference relative to said Minimum Amount Payable or fixed payment amount, with the Commission for the Recovery of Amounts Due becoming due, in the amounts stipulated in the attached table, in the event the Current Account associated with the card account has an insufficient balance to settle that amount.

The "Payment of Services" made after 18h00 of the payment due date will not stop the execution of the permanent debit order in the Current Account associated with the card account, with the total amount due being deducted from same.

- 3.9.** The Holder may request a change to the card account statement payment and the reimbursement of the difference, so long as the Current Account debit has occurred in accordance with the value shown on the statement and in accordance with the method of payment chosen. The amount charged may be altered or reimbursed provided it is for an amount equal to or greater than the Minimum Amount Payable, and the reimbursed amount bears interest calculated in accordance with the attached table, as of the date of reimbursement.
- 3.10.** If on the payment date the Current Account associated with the card account has an insufficient balance to cover the amount corresponding to the payment mode chosen by the Holder, the Bank will debit the account in the amount available in same, successively, up to the closing date of the following statement and until making up the amount corresponding to the

payment mode selected by the Holder. If the amount debited does not correspond, at least, to the amount corresponding to the Minimum Amount Payable or to the fixed payment amount, the Commission for the Recovery of Amounts Due becomes due, in the amounts stipulated in the attached table.

3.11. The Bank may terminate the agreement, under the terms and conditions provided for in point 9 of the General Conditions.

4. Interest rate

4.1. Failure to pay the entire balance shown in the card account statement requires the payment of interest on the capital subject to interest (capital used – free-float capital in the period), calculated on the closing date of the respective statement. Interest will be counted on a daily basis, from the closing date of the previous statement up to the close of the following statement and is calculated based on a civil year of 360 calendar days. The remuneratory interest will be charged monthly to the Customer, regardless of whether there has been a timely payment of the principal, according to the formula set out in point 3.6.

4.2. The remuneratory interest rate specified in 4.1 is set out in the attached table.

4.3. Failure to pay the amount constituting, at least, the Minimum Amount Payable or the fixed payment amount indicated on the card account statement will lead to the charge of late payment fees.

4.4. The late payment fee rate results from the application of a maximum annual surcharge of 3% being added to the remuneratory interest rate, specified in the attached table, and shall be applied on the amount corresponding to the payment mode previously chosen by the Holder, as from the date of default.

5. Best Guardian

5.1. The Best Guardian service consists in Banco Best sending a notification whenever detects a transaction in any credit card owned by the customer.

5.2. Best Guardian is a service free of costs.

5.3. The cardholder may, at any time, deactivate the Best Guardian notifications through the channels provided by Best Bank.

5.4. Best Bank can not be held responsible if the

Client does not receive any Best Guardian notification for reasons that can not be attributable to the Bank.

6. CESSION

6.1. The Bank may freely cede, in full or in part, the credit, being authorised to deliver to the potential assignee a copy of the Agreement, of the documents justifying the credit and its guarantees, and of its granting process.

6.2. The Bank is also authorised to cede its contractual position provided the Holder does not oppose such cession within 14 days of being notified to the effect.

CHAPTER III

SPECIFIC CONDITIONS OF THE MB NET – PAGAMENTO SEGURO (SECURE PAYMENT) SERVICE

1. Concept

1.1. The MB NET - Pagamento Seguro (Secure Payment) service allows the Holder to create virtual cards to carry out secure transactions in open environments (e.g. Internet sites, apps or programs).

2. Operating rules

2.1. The Holder undertakes to use this service for payments in any transactions he/she may make in open environments and, by doing so, acknowledges he/she owes the Bank the amounts registered electronically.

2.2. The Holder may generate virtual cards via BEST's Digital Channels or the MB WAY app. For that, he/she should:

(i) Go to www.bancobest.pt, the Best Bank App or the MB WAY App;

(ii) Choose the type of card (single purchase card or merchant/multi-purchase card);

(iii) Set the maximum usage amount and the expiry date, in case of the merchant card;

(iv) Confirm the creation of the card.

2.3. The Bank may cancel any transactions carried out in open environments if the Holder does not use the MB NET-Pagamento Seguro service.

2.4. To avoid the misuse of the card, the Holder shall undertake the measures described in point 11 of the general conditions for use of cards.

CHAPTER IV

3D SECURE SERVICE SPECIFIC TERMS

1. CONCEPT

1.1 The 3D Secure service allows the Holder to carry out secure transactions in open environments (e.g. Internet sites, apps or programs) by associating the card to the mobile device or to the mobile phone number registered by the Holder and to an Additional Security Code.

1. OPERATING RULES

2.1 The Holder may subscribe to the service through the Bank's channels. When subscribing, the Holder chooses the card to be used for the service, to which will be associated his/her mobile device and mobile phone number, where he/she will receive the Additional Security Code that is to be inserted in the establishment's website, app or program.

2.2 Without prejudice of the provisions in 2.1, the Bank reserves the possibility of automatically signing up the card to the service if such is mandatory by law, rules or operating terms with the purpose of improving the service.

2.3 After signing up to the 3D Secure, the Holder can use this payment service for card transactions in Internet sites, apps or programs of the establishments that have joined the 3D Secure or equivalent. By doing so, the Holder acknowledges to be in debt for the amounts electronically registered.

2.4 The Bank holds the right to refuse any open environment transaction that it is not made via this service. In case the transaction is made anyway it will be the responsibility of the Holder entirely.

2.5 The Holder is responsible for maintaining the mobile device and mobile phone number associated with the 3D Secure service duly updated and for any loss or prejudice resulting from non-compliance with this duty.

2. CANCELLATION OF THE 3D SECURE SERVICE

3.1 The Holder may cancel the 3D Secure service at any time via one the Bank's available channels without prejudice of the provisions in 2. *supra* (Operating Rules in present chapter IV).

3.2 The Bank may cancel or make changes to the service at any time and without previous notice to the Holder, for security reasons, obligation of the 3D Secure service actual supplier or of the cards' international brands.

CHAPTER V

MB WAY SERVICE SPECIFIC TERMS

1. CONCEPT

The MB WAY Service is a service provided by SIBS FPS through which the Holder may make payments of purchases made at establishments or at online communication platforms of establishments that have joined this service, to make or receive transfers or cash withdrawals and other operations at the ATMs of the Multibanco Network without needing to physically introduce the card, by associating the card to the security key pre-defined by the Holder.

Additionally, when the Holder carries out secure transactions in open environments (e.g. Internet sites, apps or programs), he may check the amount of purchases and approve or reject them, so that they can be executed/completed successfully, for safe merchants.

2. OPERATING RULES

Subscription to the service may be realized via the Best Bank app, through any ATM of the Multibanco network or through the MB WAY App and its use is dependent on the installation of the Best Bank App or the MB WAY App in the Holder's mobile device. In the case of the MB WAY app, it is also dependent on the acceptance of the general terms and conditions of the service. Through this service it is also possible to use the MB NET- Pagamento Seguro service and approve or refuse purchases in open environments of establishments operating with 3D Secure.

2.2 On subscribing the service via the Best Bank app, the Holder chooses the card to associate to the service and to which will be associated the Additional SMS Security Mobile Phone, where he/she will receive the Additional Security

Code that is to be inserted in the app at the time of subscribing the service.

2.3 After subscribing the MB WAY Service the Holder becomes responsible for the confidentiality of the user's security key and for making sure that the phone number, the email address or any other identification given by the Holder associated with the MB WAY Service, as well as the mobile device and app used to subscribe the service are used only by the Holder or by others authorised by the Holder, and acknowledges he/she is debtor to the bank of the amounts registered through this service.

2.4 The Bank's obligation to ensure the MB WAY Service is considered valid only if:

- (i) the Holder keeps the mobile phone number active and a valid contract with the communications company;
- (ii) the Holder's security key is active;
- (iii) all conditions for the reception of the MB WAY Purchase message confirmation on the mobile device where the Best Bank App or the MB WAY App is installed are optimum;
- (iv) the operation intended is confirmed via the introduction of the Holder's security key;
- (v) in case of an MB WAY Transfer, the respective beneficiary has previously joined the MB WAY Service and confirms the reception of the funds.

2.5 For security reasons, after 3 (three) incorrect attempts at entering the user's security key the access to the MB WAY Service will be temporarily blocked. The Holder may unblock and reactivate his/her access to the MB WAY Service via the app used for the initial subscription.

2.6 In case the access information is not received, is lost, mislaid, counterfeited, stolen, or is abusively appropriated the Holder must immediately access the MB WAY Service via the app used for the initial subscription, disassociating the card from the service.

2.7 In case the mobile device where the Best Bank App or the MB WAY App is installed in is lost the Holder should inform the Bank immediately.

3. TERMINATION OF THE MB WAY SERVICE

3.1 The Holder may disassociate the cards, at any time, via the app used for the initial subscription, disassociating the card from the service, or through other services provided by the Bank for the subscription and management of the MB WAY Service.

3.2 The Bank may terminate the present contract, with regards to the MB WAY Service part, whenever it is ordered to by the Multibanco payments system managing entity, namely for security reasons or if it is proven the Holder uses the MB WAY Service to commit fraud.

SECTION F

GENERAL CONDITIONS OF PAYMENT SERVICES

These General Conditions (the Conditions) apply to the payment services provided by BEST and are an integral part of the General Conditions for Opening and Operating an Account and Custody of Securities.

1. DEFINITIONS

Beneficiary: The recipient of the funds involved in a payment operation.

Payment Account: The Current Account (CA) held by the Customer in BEST.

Conditions: The General Conditions of Payment Services contained in the present Chapter.

Direct debit: Payment service that consists of debiting the payment account of a Payer, with the payment operation being initiated by the Beneficiary based on the consent given by the Payer to the Beneficiary, the Beneficiary's Bank or the Payer's Bank.

Unique identifier: One of the identification codes foreseen in clause 5.1.1. v).

Payment operation: The deposit, transfer or withdrawal of funds, regardless of any underlying obligations between the Payer and the Beneficiary. Included in this concept are the card-based payment operations and the remote payment operations, namely those executed through Payment Initiation Service Providers.

Payment order: The instruction given by the Customer to BEST, as Payer or Beneficiary, requesting execution of a Payment operation.

Payer: The holder of a Payment Account who authorises a particular Payment Order from that account.

Tariff list: The information relating to the cost of the

financial services provided by BEST attached to these Conditions and an integral part thereof.

Payment Initiation Service Providers: A service provider through which the Customer initiates a payment order in respect of an account he/she is holder of in the Bank.

Account Information Service Provider: An online service provider through which the Customer has access to consolidated information of one or more payment accounts held by the Customer with another or other payment service providers.

Account Information Service: An online service to provide consolidated information of one or more payment accounts held by the Customer with another or other payment service providers.

Payment Initiation Service: A service that initiates a Payment Order at the request of the Customer in respect of a Payment Account held in another Service Payment Provider.

Transfer: Operation carried out on the initiative of the Payer, executed through a Bank and intended to place cash sums at the disposal of a Beneficiary; the same person may act in the capacity as Payer and Beneficiary.

2. GENERAL INFORMATION

Name of service provider: BEST – Banco Electrónico de Serviço Total, S.A.;

Registered office: Rua Castilho, 26, Piso 2, 1250-069 Lisbon;

Contact details: +351 218 505 775 (business days, from 8h to 20h WET. Landline call);

Registration with the Bank of Portugal: 065, issued on 26/06/2001;

Supervisory Authority: Banco de Portugal, Rua do Ouro, no. 27, 1100-150 Lisboa.

3. PROVISION OF PAYMENT SERVICES

3.1. BEST will provide the Customer with the payment services established in these Conditions.

3.2. BEST may also act as a Payment Initiation Service Provider or as an Account Information Service Provider, with this requiring that the Customer accepts specific conditions for the effect.

3.3 BEST will keep an updated version of these Conditions in its Investment Centres and in its website.

3.4 Without prejudice to the provision in 3.2 above, the Customer shall be entitled to receive, at his/her request and at any time, a hard copy or a

copy in any other durable format of these Conditions.

4. SCOPE OF APPLICATION

4.1. The Conditions apply to the Payment Operations carried out by bank transfer and the direct debit system, including those executed through Payment Initiation Service Providers, when executed by consumers or micro-enterprises within the meaning considered in Article 1 and Article 2(1) and 2(3) of the annex to Recommendation 2003/361/EC of 6 May.

4.2. These Conditions cover intra-Community Payment Operations as long as they are provided by BEST, in Portugal

4.3. The Payment Operations mentioned in 4.2 above may be executed in Euros or in the currency of a country outside the Eurozone. In the latter case the applicable exchange rate will be that calculated in accordance with the exchange rates quoted on the Foreign Exchange Market at the time of the conversion, less or plus a mill rate.

4.4. The Conditions, together with the General Conditions for Opening and Operating an Account and Custody of Securities and the General Conditions for Using BEST Cards comprise the framework contract that applies to Payment Operations, pursuant to DL 91/2018, of 12 November.

5. RECEPTION OF PAYMENT ORDERS

5.1. For the payment order to be executed by BEST the following are required:

5.1.1. In the case of bank transfers:

(i) the Customer must agree to their execution;

(ii) the transfer order may not be conditional;

(iii) the Customer specifies the amount to be transferred and the currency in which it is denominated;

(iv) the CA must have sufficient funds for the transfer and for the respective commission, as indicated in the Tariff List;

(v) the Customer must duly specify the Unique Identifier, viz.:

- For an interbank credit transfer, the number of the CA to be credited;
- For a SEPA+ credit transfer, the International Bank Account Number

(IBAN) of the account to be credited and the SWIFT address.

- For a Non-SEPA+ credit transfer, the IBAN and the SWIFT address. Customers who do not have a SWIFT address may furnish BEST with the name of the Bank and the destination branch of the transfer order, and bear the inherent charges;
- where there is no international standardisation to observe, the account number and/or reference agreed with the Beneficiary's Bank.

5.1.2. In the case of direct debits:

- (i) the creditor has given the Customer his/her/its ID and direct debit authorisation number;
- (ii) the Customer has authorised the debiting of the account. This is the express consent of the Customer to allow direct debits in the CA arising from a collection instruction sent by the creditor, and may relate to a one-off payment or a series of payments made at intervals ("Repeat Operations"), which must duly specify the Unique Identifier of the Customer and creditor, viz.:
 - in the case of intra-bank collection or interbank collection within Portugal, the IBAN of the account to debit and credit;
 - in the case of intra-Community collection, the IBAN and SWIFT address of the account to credit and debit;

5.1.3. In the case of Payment Initiation Services:

- (i) The Customer has issued the Payment Order at a Payment Initiation Service Provider and complies with the provisions of clause 10 of the General Conditions of Digital Channels, with the strict compliance by the Customer and by the Payment Initiation Service Provider with the relationship rules of the Bank for the purposes of Payment Initiation Services being required.
- 5.2.** Payment Orders that have to be executed within a particular time limit must be transmitted to BEST by the Customer, as the Payer, far enough in advance for them to be executed.
- 5.3.** If the order specified in the previous point has not been given sufficiently far enough in advance, BEST will not be liable for any losses that the Customer may suffer.
- 5.4.** The Payment Order will be regarded as received

by BEST once all the requisites in the following point have been met and the order is under its control. If it is received on a non-business day, however, or after 3 (three) pm on a business day, the Payment Order will be held to have been received on the next business day.

- 5.5.** Payment Orders transmitted by the Customer to BEST must be clear and easily understood and contain no alterations or erasures.
- 5.6.** If the provision in the previous point is not fulfilled, BEST reserves the right to confirm with the Customer the content of any orders he/she may have made, and it will not be liable for any delay caused by the ambiguity of such orders.
- 5.7.** Without prejudice to the provisions in 5.4 of this Clause, BEST and the Customer may agree that the Payment Order can be received (i) on a particular date, (ii) after a certain period has elapsed, or (iii) on the date on which the Customer, as Payer, places funds at the disposal of BEST.
- 5.8.** Instructions submitted by the Customer through the Bank's Digital Channels may be subject to fees, according to that established in the Tariff List.

6. INCORRECT UNIQUE IDENTIFIER

- 6.1.** BEST is not obliged to check the Unique Identifier supplied by the Customer, as Payer, in accordance with Clause 5 above, and is only bound to execute the Payment Order on the basis of the details the Customer provides.
- 6.2.** If the Unique Identifier supplied by the Customer is incorrect, BEST shall not be responsible for not executing or for the faulty execution of the Payment Order.
- 6.3.** In the circumstances provided for in the previous point, BEST may try to recover the monies involved in the Payment Order and can charge the Customer a commission, as set out in the Tariff List.

7. CUSTOMER CONSENT TO PAYMENT ORDERS

- 7.1.** A particular Payment Order or a series of Payment Orders shall only be considered authorised if the Customer, as Payer, agrees to their execution beforehand, with the Payment Order instruction issued by the Customer being taken as constituting agreement to its execution.
- 7.2.** The Payment Order instruction may be transmitted by the Customer to BEST by any of the means set out in the Clause headed

“Instructions and other Communications from Customers” in the General Conditions for Opening an Account, through the Beneficiary or the Payment Initiation Service Provider.

- 7.3. For direct debits, Customers may establish a ceiling for each debit and a time limit for Repeat Operations, on the debit authorisation instruction.
- 7.4. If the sum indicated by the creditor on the collection instruction exceeds the limit fixed by the Customer, BEST will not carry out the debit and will reject the collection instruction sent by the creditor.
- 7.5. Customers may cancel/inactivate the debit authorisation on the account or alter the limits referred to in the previous point at any time, but such cancellation or inactivation will only affect debits not yet carried out.
- 7.6. Customers may amend a direct debit order up to 3 pm (three pm) on the Business Day preceding that stipulated for debiting the Current Account.

8. IRREVOCABILITY OF PAYMENT ORDER

- 8.1. Once BEST has received a Payment Order given by a Customer, directly or through a Payment Initiation Service Provider, it cannot be revoked.
- 8.2. If a Payment Order is a direct debit then the Customer, as Payer, can revoke the Payment Order up to 3 pm (three pm) on the Business Day preceding the day agreed for the debit of the monies.
- 8.3. In the circumstances set out in number 6 of the Clause headed “Receipt of Payment Orders” Customers can revoke the Payment Order up to 3 pm (three pm) on the Business Day preceding the agreed date.
- 8.4. Other than within the time limits stated in the preceding points, the Customer, as Payer, can only revoke a Payment Order by agreement with BEST for this purpose, to which the Beneficiary must also agree.
- 8.5. A commission is payable on the revocation of a Payment Order, as set out in the Tariff List.

9. EXECUTION OF PAYMENT ORDER

- 9.1. A Payment Order is considered carried out by BEST as soon as the sum stated therein is credited in the bank account of the Beneficiary.
- 9.2. BEST and the Customer, as Beneficiary of a Payment Order, expressly agree that any sums due to BEST for the transaction shall be

deducted from the amount of the said order. Such sums shall be detailed on the statement BEST sends to the Customer.

- 9.3. Whenever the requirements set out in these Conditions are met, BEST cannot refuse to execute a Payment Order authorised by the Customer, as Payer, regardless of it having been issued by its Customer, by the Beneficiary, or through the Customer himself/herself.
- 9.4. If BEST rejects a Payment Order given by a Customer, as Payer, because the aforementioned conditions have not been met, it must inform the Customer of this rejection forthwith or at the latest by the end of the first business day thereafter, giving grounds for its decision, if possible, and also indicating the procedure to be followed for its proper execution.
- 9.5. If the Payment Order was issued in paper format, the deadline referred to in the previous number may be prolonged for a further business day.
- 9.6. If BEST’s rejection is objectively justified the Customer shall pay the charges inherent to the notification.
- 9.7. Without prejudice to the preceding points, Customers must keep the CA duly funded so that the debit can be executed, otherwise the Payment Order will not be executed by BEST; if a direct debit is in question BEST will return the collection instruction to the creditor’s bank.
- 9.8. If the Payment Order takes the form of a cash deposit made at one of the Novo Banco branches, without the immediate conference and verification of the quantity and authenticity of the assets being possible, the amount is considered to have been received on the business day following that of the deposit.

10. CORRECTION OF TRANSACTIONS

- 10.1. Once the Customer becomes aware that an unauthorised Payment Order has been executed or that a Payment Order has been executed incorrectly, and which has given rise to a complaint being lodged by the Customer, same shall, without unjustified delay and within 13 (thirteen) months of the relevant debit, ask BEST to rectify the transaction.
- 10.2. If a Customer, as Payer, or as Beneficiary, denies he/she authorised a Payment Operation or alleges that the Operation has not been carried out correctly, BEST must provide all the details showing that it was authorised, duly

registered and accounted for, and that it was not affected by a technical or any other fault.

10.3. Other than the examples given in the preceding points, any complaints by the Customer relating to the carrying out of transactions must be made within 30 (thirty) days of the occurrence or the Customer's learning of it.

11. TIME LIMIT FOR EXECUTING A PAYMENT ORDER AND VALUE DATE

11.1. Once BEST has received a Payment Order from the Customer, the corresponding amount will be credited in the bank of the Beneficiary by the end of the next Business Day. If the date for debiting the Beneficiary's Bank account falls on a holiday for the clearing systems (1 January, 1 May, Easter Friday, 25 and 26 December and Easter Monday), the credit will only be made on the next Business Day.

11.2. If the Payment Order is non-SEPA, the amount involved will be credited to the bank account of the Beneficiary up to the end of the third Business Day thereafter.

11.3. If the Payment Order has been transmitted to BEST in hard copy, an extra day must be added to the time limits specified in the preceding points.

11.4. For SEPA+ credit transfers, the cash amounts will be credited in the Beneficiary's CA up to the end of the next Business Day; for intra-bank transfers, these will be credited on the same day.

11.5. Payment operations credited in the account of the Customer, as Beneficiary, will be assigned a value date by BEST which will be the Business Day on which the sum is actually received by BEST and the Customer's account will be credited on that same day.

11.6. The Value date of the debit in the Payer's CA may not be earlier than the date on which the Payment Operation is actually debited in that account.

12. INFORMATION TO BE GIVEN TO THE CUSTOMER

12.1. Information on Payment Operations that should be given to the Customer, as Payer or as Beneficiary, will be provided each month via the integrated statement.

12.2. Notwithstanding the provision of the previous number, the Customer may also request the provision of said information by the Bank, once per month, in the format foreseen in the previous

number, with the latter being obliged to provide this free of charge.

13. REPAYMENT

13.1. The Customer, as Payer of the Payment Operation in the form of direct debit, may request the reimbursement of the amounts specified therein, after the execution of an order initiated by the respective Beneficiary.

13.2. The repayment request must be submitted within 8 (eight) weeks of the date on which the monies have been debited.

13.3. BEST must reimburse the Customer the sum owed within 10 (ten) Business Days of receipt of the repayment request.

14. LIABILITY OF BEST

14.1 Responsibility for execution

14.1.1. Without prejudice to the right of rectification by the Customer, established in the Clause headed "Correction of Transactions", and of BEST to make every effort to recover the funds involved in the Payment Operation pursuant to the Clause headed "Incorrect Unique Identifier", if a Payment Order is issued by a Customer, as Payer, BEST will be responsible for its proper execution unless it can be proved that the Bank of the Beneficiary of such order received the sum involved in the Payment Operation, in which case the bank of the Beneficiary shall be responsible.

14.1.2. If BEST is responsible for the incorrect execution of a Payment Order or for not carrying it out, as provided for in 14.1.1 above, it must reimburse the Customer without undue delay the sum involved in the operation and, if applicable, restore the debited CA to the state it would have been in if the incorrect execution of the Payment Order had not taken place.

14.1.3. If a BEST Customer is the Beneficiary of the Payment Operation and BEST is responsible pursuant to the last part of 1.1. of this Clause reading as from "unless it can be proved (...)" it shall credit the Customer's CA with the corresponding sum or place the sum of the Payment Operation at his/her disposal.

14.1.4. Notwithstanding the provision in point 1 of this clause, BEST will, at the request of the Customer either as Payer or Beneficiary of the Payment Order, make every effort to trace the Payment Operation and inform the Customer of

the outcome of such efforts.

14.1.5. In addition to the reimbursements specified in points 2 and 3 of this Clause, BEST will also be liable for any charges or interest which may be incurred by the Customer, either as Payer or Beneficiary, through the non-execution or incorrect execution of the Payment Operation.

14.2 unauthorised Payment Operations AND LIABILITY

14.2.1. In the event of loss, misplacement, forgery, robbery, theft or misappropriation of Cards or Security Devices, suspected falsification of any Security Device, including the Additional Security Code, as well as in the case of misuse or incorrect use of Cards or of BEST's Digital Channels, the Customer undertakes to immediately notify BEST via BEST Customer Support Service.

14.2.2. The notices referred to in the preceding numbers shall be confirmed no later than 48 hours later, through delivery of a written communication at BEST, or via a registered letter sent to BEST's registered office, or via an e-mail, accompanied by the following elements:

- Customer identification (full name and identification document number);
- Current Account identification;
- date of last use;
- approximate date and time of loss, misplacement, forgery, robbery, theft or misappropriation of the Cards or Security Devices;
- probable place of loss, misplacement, forgery, robbery, theft or misappropriation of the Cards or Security Devices;
- in the case of forgery, robbery, theft or misappropriation of the Cards or Security Devices, copy of the report made to the law enforcement or investigative authorities;
- identification of the unauthorised, incorrectly executed transaction(s), error(s) or irregularity(ies) resulting from the use of the Cards or Digital Channels;
- of the Bank, if applicable it is the Customer's responsibility to prove that due diligence has been carried out pursuant to this number; to this end, the Customer may request from the Bank

evidence of its execution, which shall be made available to him/her up to 18 (eighteen) months following the notification provided for in this number.

14.2.3. Upon learning of an unauthorised or incorrectly executed Payment Operation, and which has given rise to a complaint being lodged by the Customer, same shall without unreasonable delay and within a maximum of 13 (thirteen) months from the respective debit, ask BEST to rectify the transaction.

14.2.4. In the event of loss, misplacement, forgery, robbery, theft or misappropriation of Cards or Security Devices, suspected falsification of the Additional Security Code, as well as in the case of misuse or incorrect use of Cards or of BEST's Digital Channels, the Customer is responsible, up to the maximum amount of 50.00 EUR, for transactions realised within the limit of the available balance or the credit line associated with the CA or the payment instrument.

14.2.5. The foregoing number shall not apply if the loss, theft, robbery or misappropriation of the Cards or Security Devices or the falsification of the Additional Security Code could not be detected by the Customer prior to the realisation of an operation or when such fact is attributable to BEST, its employees, agents or subcontractors.

14.2.6. In the event of a fraudulent act or deliberate breach of the provisions of the present Contract and, in particular, of the provisions of the Security Devices, by the Customer, the Customer bears all losses resulting from unauthorised operations.

14.2.7. In the event of gross negligence, including failure to comply fully with the provisions of the Security Devices, the Customer is liable for transactions realised up to the available balance or credit line associated with the CA or payment instrument, even if exceeding 50.00 EUR.

14.2.8. Without prejudice to the Customer's liability under the above numbers, namely in the event of the deliberate breach of obligations regarding the use of Security Devices, BEST shall reimburse the Customer's CA with the amount debited as a result of an unauthorised operation, at the latest by the end of the first working day following the knowledge or communication.

14.2.9. The foregoing paragraph shall not apply if BEST has reasonable grounds to suspect

fraudulent action by a Customer, reporting such fact to the law enforcement authorities in accordance with the law.

14.2.10. If BEST fails to immediately reimburse the Customer the amounts due under the present Clause within the statutory period, the latter shall be owed default interest, counted on a daily basis from the date on which the Customer denies having authorised the Payment Operation until the effective reimbursement has been made, calculated at the legal rate established in the Civil Code plus 10 percentage points.

14.2.11. If the Bank concludes that there was no unauthorised transaction related to the use of the Cards or Digital Channels, the Bank shall debit the Customer for the amount credited and the Bank shall promptly inform the Customer of the causes giving rise to the debit.

14.2.12. Except in the event of a fraudulent act, the Customer is not responsible for unauthorised transactions realised after having notified the Bank under the present clause or if the service provider has not required a strong authentication.

14.3 Disclaimer

BEST cannot be held liable for any abnormal or unforeseeable circumstance whose effects cannot be avoided and which occurs against its will and which may compromise the punctual performance, in part or in full, of the obligations set forth in these Conditions. Nor will BEST be liable if it is bound by other legal obligations, viz. those related to the prevention of money-laundering and funding terrorism.

15. AMENDMENT OF CONDITIONS

15.1. BEST can amend the Conditions and inform the Customer of this in hard copy or using any other durable format at least two months before the date on which the amendments are due to come into force. The Customer is thereby entitled to terminate the agreement forthwith and without incurring any charges, up to the date established for such changes taking effect.

15.2. The amendments referred to in the previous point shall be held to be accepted by the Customer if same does not oppose them in a written communication sent to BEST up to the date established for them taking effect.

15.3. Changes to the exchange rate may be applied

at once, without notice, and BEST shall inform the Customer of such changes in the next statement if such changes arise from alterations in the benchmark indexes of the exchange rate that may be applicable.

15.4. The version in force of the General Conditions shall be permanently available in BEST's website with reference to the date of the entry into force of the latest amendments made.

16. TERMINATION

16.1. Without prejudice to the provisions in the previous clause and in the clause headed "Amendments to the General Conditions" in Section A with respect to the right to terminate, Customers may also terminate these Conditions by stating this intention in writing and sending it to BEST at least one month before the date on which they intend the termination to take effect.

16.2. BEST may terminate these Conditions by stating this intention in writing and sending it to the Customer at least 2 (two) months before the date on which it intends the termination to take effect.

16.3. The charges for the payment service established in these Conditions are only payable by the Customer in proportion to the time due to elapse until the date of termination of the contract. These charges are payable in advance and the Customer will be reimbursed the amount relating to the period not yet elapsed.

16.4. In the event of termination, and from when this takes effect, the CA will be cancelled/closed and BEST will process any debit and/or credit transactions. The Customer will clear any overdrafts in the aforementioned Account.

16.5. If the CA is in credit, BEST will reimburse it as established in the Clause headed "Validity and termination" in Section A of the General Conditions for Opening and Operating an Account and Custody of Securities.

17. RESOLUTION OF DISPUTES

Without prejudice to the provisions in the clauses of the General Conditions for Opening and Operating an Account and Custody of Securities headed "Customer assistance and complaints" and "Applicable law and jurisdiction", in the case of disputes or litigation involving an amount equal to or below that of the jurisdiction of the First Instance Courts, related to the interpretation, validity or execution of the present

Agreement, within the Payment Services scope, in accordance with article 144 of Decree-Law no. 91/2018, of 12 November, and as a way to ensure the alternative resolution of claims regarding rights and duties under the present Agreement, the Bank allows the Customer to appeal to the following alternative dispute resolution entities that it has adhered to, as per Law no. 144/2015, of 8 September:

- a) *Centro de Arbitragem de Conflitos de Consumo de Lisboa*, web page www.centroarbitragemlisboa.pt
- b) *Centro de Informação de Consumo e Arbitragem do Porto*, web page www.cicap.pt.

SECTION G

PROMOTERS/TIED AGENTS

1. In addition to the access channels detailed in Section A(3), BEST has a network of Promoters and Tied Agents.
2. BEST may decide, in the scope of the development of its commercial activity, to rely on Promoters and/or Tied Agents.
3. BEST has a link in its website (www.bancobest.pt) to an up-to-date list of promoters and tied agents that are registered in Portugal.
4. Tied Agents may render the following services:
 - 4.1. Prospecting of investors, carried out on a professional basis, without their prior request outside BEST's premises, with the purpose of attracting customers for any financial intermediation activities; and
 - 4.2. Receipt and transmission of orders, placement of and advice on financial instruments or services provided by BEST.
5. If BEST is accessed via promoters and/or tied agents, Customers must ensure that such promoters and/or tied agents are properly identified as such and appear on the lists mentioned in the preceding point, and they must contact Banco Best if there is any doubt as to the qualification of any promoter and/or tied agent to engage in their activity on behalf of BEST. Only in the event of fraud or serious misconduct can BEST be held liable for the activity engaged in by any persons not named on the lists mentioned in the preceding point.
6. BEST hereby gives notice that, pursuant to Article 294-A(3) of the Securities Code the activity engaged in by its tied agents is covered by the following restrictions:

- (a) A Tied Agent may not act for more than one

financial intermediary, except when the latter are in a control or group relationship vis-à-vis one another;

- (b) A Tied Agent may not delegate the powers granted to same by BEST on any other persons;
- (c) A Tied Agent may not enter into any agreements on behalf of BEST;
- (d) A Tied Agent is not authorised to deliver or receive any monies from Customers;
- (e) A Tied Agent may not act nor take any investment decisions for or on behalf of Customers;
- (f) A Tied Agent may not, under the law, receive any remuneration from Customers.

7. With the signature of the present Contract, the Customer declares that BEST has provided, on the terms laid down in the foregoing numbers, complete written information on the functions that the Tied Agent/Promoter may carry out in the name and on behalf of BEST, as well as the limits he/she is subject to in exercising his/her activity, namely the activities barred to him/her. In addition, and as regards the activity of Promoter, BEST further informs the Customer that the activity of same is regulated by a Code of Conduct.

8. Reception of orders by Tied Agents

8.1. Following the reception of orders by the Tied Agents, and after verifying the identity of the originator, the Tied Agent shall remit said order or instruction to the competent department of BEST, together with the submission, via telephone and/or electronically, of the following information:

- Customer number;
- Nature of transaction (Purchase/Sale)
- Quantity to transact;
- Description of the security to transact;
- Price or price intervals to negotiate;
- Validity period of the order (in the absence of this information the employees responsible for its execution shall assume that the order is valid until the end of the day in which the order was transmitted by the Customer).

8.2. The orders transmitted to the Tied Agents shall be executed in accordance with the Order Execution Policy of BEST.

SECTION H

MEDIATOR'S SPECIAL DUTY TO INFORM

1. Name and address of mediator

BEST – Banco Electrónico de Serviço Total, S.A., with registered office at Rua Castilho, 26, Piso 2, 1250-069 Lisbon.

2. Mediator category and registration no.

BEST is duly authorised by the Autoridade de Supervisão de Seguros e Fundos de Pensões to deal in all branches of insurance and pension funds and has been registered as an Agent since 13/03/2008, with number 408268350. This information may be viewed in the website of the Autoridade de Supervisão de Seguros e Fundos de Pensões, at www.asf.com.pt.

3. Shareholdings

3.1. Shareholdings in Insurance companies

BEST does not have any direct or indirect shareholdings in insurance companies of more than 10% of the voting rights or capital.

3.2. Shareholdings in pension fund management companies

BEST does not have any direct or indirect shareholdings in pension fund management companies of more than 10% of the voting rights or capital.

3.3. The following insurance companies or parent companies of insurance companies have a direct or indirect shareholding of more than 10% in the voting rights or capital of BEST:

- Novo Banco, S.A.

4. Insurance companies, BROKERS, pension fund management companies and Subscription Agencies with WHICH BEST is authorised to work

BEST acts as mediator for various Insurance Companies, in the Life and Non-Life areas, and for Pension Fund Management Companies.

4.1. Life:

- Gama Life - Companhia de Seguros de Vida, S.A.
- Una Seguros de Vida, S.A.
- Seguradoras Unidas, S.A.

4.2. Non-Life:

- Mudum - Companhia de Seguros, S.A.
- Una Seguros, S.A.
- Seguradoras Unidas, S.A., Grupo Generali
- Allianz Global Assistance Europe
- White Horse Insurance Ireland dac

4.3. Pension funds:

- GNB - Sociedade Gestora de Fundos de Pensões S.A.

4.4. Brokers

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- Simplesurance GmbH
 - * Allianz Global Assistance Europe
- MDS
 - * AIG Europe S.A.
 - * Generali Seguros, S.A.
 - * Liberty Seguros, Campaña de Seguros Y Reaseguros, S.A.
 - * Lusitania, Companhia de Seguros, S.A.
 - * Mapfre Asistencia, Companhia Internacional de Seguros Y Reaseguros, S.A.
 - * MetLife Europe d.a.c.
 - * Real Vida Seguros, S.A.
 - * Una Seguros de Vida, S.A.
 - * Victoria - Seguros, S.A.

* Zurich Insurance PLC;5. COLLECTION OF INSURANCE PREMIUMS

As an insurance mediator, BEST is not authorised to receive any insurance premiums or amounts for the Insurance Companies it works with.

6. Mediator Intervention in The Insurance Agreement and Pension Funds' Individual Contracts

BEST's intervention is not limited to the celebration of the insurance contract, but involves the rendering of assistance for as long as the insurance contract or the individual's adherence to a pension fund is in force, namely clarifying doubts and receiving and resolving disputes.

As intermediary, BEST neither renders advisory services in respect of the insurance contracts nor does it assume any liability to cover the risks inherent in the contracts, with this guarantee being provided exclusively by the Insurance Companies underwriting the contracts.

BEST acts in the name and on behalf of the Insurance Companies with which it has celebrated a contract, but does not enter into contracts in representation of said Companies, nor does it have Claims Settlement powers.

BEST also acts under the Co-Brokerage regime with the Brokers identified above.

7. Remuneration

BEST, within the scope of the sale of Insurance Contracts, is remunerated by the Insurance Companies and Brokers through the payment of a commission.

Customers are entitled to request information about

the remuneration earned by BEST for providing the mediation service.

8. Complaints

Policy holders and other parties interested in insurance contracts can submit complaints to or request information on BEST's activity as mediator from the Autoridade de Supervisão de Seguros e Fundos de Pensões – Av. da República, 76, 1600-205 Lisbon. This authority is empowered to analyse and give its opinion on such requests and complaints.

9. Extrajudicial resolution of disputes

Without prejudice to possible legal action in the Courts, in case of complaint of the same or lower value as that within the jurisdiction of First Instance Courts and in the event of a dispute arising from the mediation activity, policy holders and other parties interested in insurance contracts may appeal to any extrajudicial organisation which may be created for the purpose.

SECTION I

GENERAL CONDITIONS FOR USE OF MEANS OF COMMUNICATION AT A DISTANCE

1. Purpose

1.1. This Section establishes the terms and conditions for using means of communication at a distance under the relationship between BEST and its Customers.

1.2. Without prejudice to any legal and/or regulatory requirements in terms of form, all communications between Customers and BEST, including any orders and/or instructions transmitted by Customers to BEST via means of communication at a distance will be governed by the provisions in this Section.

2. Security and customer identification

2.1. For the purposes of using means of communication at a distance, BEST will assign Customers Access Passwords and/or Additional Security Codes which will, without prejudice to other items of identification that may be requested by BEST, allow them to view and carry out such operations as BEST may make available at any time.

2.2. All the Access Passwords and Additional

Security Codes created and assigned by BEST or chosen by Customers shall be confidential, unique, personal, and non-transferable. Customers shall be responsible for their proper use and confidentiality and undertake not to disclose them to third parties.

In the Best Bank App, access and authorisation of operations is permitted through biometric parameters (fingerprints or facial recognition), registered in the Customer's mobile device.

2.3. After the download, installation and first authentication by the Customer of the Best Bank App, BEST records and associates certain information of the mobile device accessing, namely the serial number and technical specifications.

2.4. The unauthorised, abusive or fraudulent use of Access Passwords, Additional Security Codes or biometric parameters registered in the Customer's mobile device is solely and entirely the responsibility of the Customer or his/her Representative, and he/she will bear all losses arising directly or indirectly therefrom.

2.5. A Customer's use of means of communication at a distance depends on the prior confirmation of his/her identity, which will be achieved by indicating the user name and Access Password, fingerprint or facial recognition, and, should BEST deem it necessary to ensure secure communications, of the Additional Security Code or of any other details that allow the identity of the Customer and/or the operations carried out to be confirmed.

2.6. The Customer is responsible for keeping his/her mobile phone number and his/her mobile device updated with BEST and in the Best Bank App settings, for the purpose of Notifications, as well as keeping activated in his/her device settings, the permission to receive Notifications, being responsible, hereafter, for any losses arising from the breach of this obligation.

2.7. The utilisation of the application mentioned above does not require the introduction of any user code or Access Password, but the Holder must have previously signed up for the usage of the Best Bank App, and read and accepted the Terms and Conditions of Utilisation available at www.bancobest.pt.

2.8. There is updated information about risks, rules and good practices for Digital Channels in the security area of BEST's website. Its periodic

consultation for more up-to-date information is recommended.

3. Processing

3.1. Without prejudice to any legal and/or regulatory requirements in terms of form, the indication of Access Passwords and Additional Security Codes, and any other information which BEST may require, shall be equivalent for all legal purposes to a sufficient and effective transactional declaration by the Customer to carry out any operation via the means of communication at a distance and BEST is not required in such cases to ascertain the accuracy, validity or authenticity of the instructions transmitted by the Customer, nor his/her identity.

3.2. The payments orders inserted in the Digital Channels by the Customer, after the introduction of the Additional Security Codes requested by BEST, are subject to the provisions foreseen in the General Conditions of Payment Services, with the necessary adaptations.

3.3. The Bank may ask the Customer at any time to confirm in writing any instructions transmitted via means of communication at a distance.

3.4. With respect to telephone communications instigated by BEST, the Customer declares that he/she accepts that, whenever it is not possible to verify the identity of the Customer through the Access Password, such verification shall be held to have been carried out for the purposes established in Clause 3.1 of this Section, if the Customer correctly answers at least 2 (two) questions asked by BEST. These questions may specifically relate to any personal detail entered on the customer record, to items of his/her financial assets or to other facts regarded as sufficient to confirm the identity of the Customer.

4. Non-Execution of orders

4.1. BEST reserves the right to not execute banking operations and to not contract services and/or products ordered by the Customer whenever:

- (a) The validation data of the Customer is not correctly furnished;
- (b) There are reasonable doubts as to the originator's identity or the nature of the transaction requested;
- (c) The amounts relating to the operation in question are to be settled by debit of any of the Accounts, since the respective execution order is not transmitted in compliance with the account

movement conditions and the Ownership applicable to same;

- (d) Customer identification procedures have been subjected to 5 (five) or more failed attempts; and
- (e) BEST considers that the execution of the transaction in question should be contrary to law or should give rise to criminal, administrative or civil liability for BEST or for any of its employees.

5. Account movement

5.1. Access to Digital Channels enables consultation and movement of the CA, of Associated Accounts, as well as of any other bank accounts and products that the Customer is holder of and has sufficient powers to move.

5.2. Digital Channels also allow the Customer to obtain information about the account(s) he/she is holder of, subscribe products and services, and order the execution of banking operations included on the list of possible operations, previously published in BEST's internet site.

6. Security Features

6.1. To prevent fraudulent use of BEST's Digital Channels, the Customer should take the following preventive measures:

- a) Keep the access code secret;
- b) Not allow third parties, even his/her authorised representatives, to use the Additional Security Codes;
- c) Memorise the access code, refraining from noting it down;
- d) Not keep or record the access code in a way that can be intelligible or in a place accessible to third parties;
- e) Avoid sending personal data and Additional Security Codes via email since data sent by this means circulates without protection;
- f) Not introduce personal data and Additional Security Codes in any Internet page, except for BEST's page or app;
- g) Carefully check the content of the Additional Security Code, only introducing it in BEST's site, Best Bank App, if satisfied as to the authenticity of the message;
- h) Keep and maintain the tablet and smartphone, which associated telephone contact is defined with BEST, under safe conditions, following the safety practices recommended by the manufacturer and/or operator, and installing and maintaining up-to-date the necessary security features as described more exhaustively in the

7. Unauthorised Payment Operations And Liability

- 7.1.** Notwithstanding the provisions of clause 14.2 regarding Unauthorised Payment Operations and Liability, BEST shall not, under any circumstances, be liable for damages caused by transmission errors, technical deficiencies, interference or disconnections occurring through and in the scope of the communication systems used to access to Digital Channels, unless the occurrence of the harmful event is attributable to a culpable act or omission of BEST.
- 7.2.** The Customer acknowledges that the BEST site, app Best Bank and the BEST Trading Pro App services have subjacent complex technical means, in which failures and anomalies may occur beyond the control of BEST, as well as the need for maintenance and adjustments, for which reason BEST cannot guarantee their operability at all times, and shall not be liable for damage arising from delays and outages justified by these reasons.
- 7.3.** BEST is not responsible for any delays, interruptions, errors or other inconveniences caused by factors outside its control, namely deficiencies caused by the telecommunications network, the Customer's computer system, modems, connecting software, electric current or the internet.
- 7.4.** The Customer acknowledges and agrees that the internet constitutes a public network and, as such, save for wilful misconduct or gross negligence, BEST cannot be held liable for any liability for damages caused by the use thereof, namely in the event of changes in the content of orders, resulting from the intervention of non-authorized third parties, being verified.

8. Amendment

If BEST wishes to amend the General Conditions for Digital Channel access the provisions foreseen in Clause 24.1 of Section A are applicable.

9. Account information services and payment initiation services

- 9.1.** If a Customer's account is accessible through online Digital Channels, the Customer may still, under the Payment Service Legal Regime, resort to a Payment Initiation Service Provider or an

Account Information Service Provider as defined in the General Conditions of Payment Services, for these to provide the services for which they are authorised.

- 9.2.** In these cases, the Customer shall provide to these providers his/her express consent for the execution of the services in question, it being the responsibility of the Payment Initiation Service Provider or Account Information Service Provider, as the case may be, solely to ensure that the access and authorisation of the payment services were authenticated, duly registered and accounted for.
- 9.3.** The Payment Initiation Service Provider or the Account Information Service Provider act, before BEST, on behalf of the Customer.
- 9.4.** There is no contractual relationship between BEST and those providers, for which reason the selection and contracting of the Payment Initiation Service Providers or Account Information Service Providers is the exclusive responsibility of the Customer, and no direct or indirect responsibility can be assigned to BEST, related to or arising from the use of the information, including the use of software or specifications implemented by the TPP third parties, nor can BEST be imputed any eventual costs, liabilities or negative or adverse effects, direct or indirect, resulting from the use of the TPP or their features or software of those Entities
- 9.5.** Notwithstanding the foregoing, BEST may at any time, and without incurring in any liability to the Customer, refuse access to the payment account by a Payment Initiation Service Provider or an Account Information Service Provider, provided that it has justification for the effect and the respective evidence related to the fraudulent or unauthorised access to the payment account by this provider and notifies the originator of the refusal and respective objectively justified reasons.
- 9.6.** With regard to unauthorised operations, the provisions laid down in clauses 12 and 14.2 relating, respectively, to the General Conditions of Use of Cards and Payment Services, with the necessary adaptations, are applicable and it is, namely, the Payment Initiation Service Provider's responsibility to prove that the payment operation has been authenticated and recorded and has not been affected by technical

malfunction or any other deficiency related to the payment service and, if a fraudulent Customer action is suspected, to communicate same, in writing, to the judicial authorities.

proceed with the reactivation if the reasons that led to the blocking or modification of the access conditions are maintained.

10. Obligations of Customers

10.1. The Customer hereby expressly undertakes:

- (a) Not to use or try to use means of communication at a distance contrary to the provisions set out in this Section, or in the law, or in the special terms and conditions and any other contractual documents that apply to the contracting of each product or service provided at any time by BEST;
- (b) To immediately inform BEST by any means available to him/her of the undue, abusive or fraudulent use of any of the passwords, mobile phone or email address that have come or may come to his/her knowledge. He/she must put this information in writing on the same day, if possible, detailing as far as possible the circumstances and methods used for the anomalous use in question, namely relating to the:
- Access Password;
 - User Code;
 - Additional Security Code;
 - Mobile phone;
 - Additional Security Mobile Phone;
 - Mobile device defined for the reception of notifications;
 - Email address.

11. Suspending and blocking the use of means of communication at a distance

11.1. BEST may, at any time, suspend, cancel, alter, limit and/or temporarily or permanently block the use of the means of communication at a distance for urgent legal reasons, for security reasons, prevention of fraud, control or maintenance of equipment and/or systems allocated to means of communication at a distance, or for any other reason which may justify such action.

11.2. If it is not possible for BEST, for security reasons or due to legal impediment, to inform the Customer in advance of the Digital Channel blocking, same shall be notified of the blocking and respective justification, as soon as possible.

11.3. In the event of blocking, BEST shall provide the Customer with the means required to re-activate access to the means of communication at a distance and, if necessary, assign new Access Passwords, with BEST reserving the right to not

Best Bank

ANNEXES

ANNEX TO THE GENERAL AND SPECIFIC CONDITIONS FOR USING CARDS FOR PERSONAL CUSTOMERS

1. Validity

1.1. BEST cards shall be valid for 5 (five) years from first issuance and on each renewal.

2. Use

2.1. Cash advances made with credit cards in Portugal and abroad will be subject to the following commissions:

Commission	Payments in EEE in Euros, Swedish Krona or Romanian LEU	Payments in the rest of the world
ATM	€4.25 + 4.5% ⁽¹⁾	
Banks		
Internet, Mobile and Telephone		

Notes:

The following transactions realised with credit cards are considered cash advances:

- “Cash advance” option, via an ATM of the Multibanco Network;
- Any withdrawal made in Portugal at an ATM not accepting the Multibanco brand;
- Any withdrawal made abroad.

⁽¹⁾ Applies to amount withdrawn

2.2. The following rates and commissions shall apply to withdrawals made with debit cards:

Commission	Payments in EEE in Euros, Swedish Krona or Romanian LEU	Payments in the rest of the world
ATMs	Exempt	€4.25 + 1% ⁽¹⁾
Banks	€4.25 + 1% ⁽¹⁾	

⁽¹⁾ Applies to amount withdrawn

2.3. The exchange rate used for operations carried in currencies other than the Euro will levy a service commission of 1.35%, for cards issued under the VISA Network system.

2.4. An International Processing Transaction Commission of 2.5% will be applied to all payment operations carried out in European Economic Area (EEA) countries, in currencies other than the Euro, Swedish Krona or Romanian LEU, or in the other countries of the rest of the world, regardless the currency used, to cover costs of intermediation, processing, communications and associated risk.

2.5. The payment operations, as defined in Regulation (EC) no. 924/2009 of the European Parliament and of the Council includes the deposit, transfer and withdrawal of funds.

2.6. The payments in the EEA in Euros, Swedish Krona and Romanian LEU cover operations in the currencies referred to and in the following countries:

- **20 Eurozone countries** - Belgium, Germany, Greece, Spain, France, Ireland, Italy, Luxembourg, Netherlands, Austria, Portugal, Finland, Slovenia, Cyprus, Malta, Slovakia, Estonia, Latvia, Croatia and Lithuania;
- **7 European Union countries** - Czech Republic, Denmark, Hungary, Poland, Sweden, Bulgaria and Romania;
- **3 EEA countries** - Iceland, Norway and Liechtenstein.

Payments in the rest of the world - covers the transactions in other currencies and countries.

2.7. MB WAY Transfers service is exempt.

2.8. There is a 4% commission applied (on the amount paid) to operations involving the Payment of Services or the Payment of Purchases (with entity and reference) with credit made via the channels made available by the Bank.

3. Annual COMMISSION for holding a card

Type of card	Issue of Card		Subsequent Years	
	Holder	Beneficiary	Holder	Beneficiary
BEST Gold Plus VISA	€40.00	€40.00	€40.00	€40.00
BEST Gold VISA	€20.00 (1)	€20.00 (1)	€20.00 (1)	€20.00 (1)
BEST VISA Debit	€19.50 (2)	€19.50 (2)	€19.50 (2)	€19.50 (2)

Notes:

The commission for holding the card, of the holder and/or the beneficiary, is payable immediately on issuance, when applicable, and on the annual anniversary of the card account.

(1) Exemption (issue and subsequent years) for Digital Service, + Service, special Service Protocol and Digital + Current Accounts for all account holders.

(2) Exemption (issue and subsequent years) for all account holders of Digital Service, + Service, Digital +, Start Plus, Minimum Banking Services and special Service Protocol current Accounts; and for new open accounts (1st year) for the 1st current account holder.

4. Card replacement fees

The card replacement fee is free, if the card has to be replaced because it was blocked by the Bank, pursuant to point 11.5 of the General Conditions. Otherwise, as defined in 12.11 and point 5. of the Specific Conditions for Personal Customers to use BEST Cards, as applicable, the following amounts will be charged:

- Credit cards €22.00
- Debit cards €22.00

5. Charge for new PIN

This service costs €11.50.

6. Urgency

Issue and delivery of a card via “blue” post within 48 hours of the request (other mailing options by post are available upon prior request, with the respective costs being charged to the Customer). This service costs €42.50.

7. Card DIVERSION

This consists of diverting the card to Banco Best at the request of the Customer. This service costs €11.00.

8. Late Payment Fees

Late payment fees will be charged whenever the payment is in default, corresponding to 4% of the instalment due and unpaid, with a minimum of €12.00 and a maximum of €150.00, upgradeable in accordance with the law.

9. Exceeded Credit Limit Fee

If the Credit Limit is exceeded, a commission of €15.00 will apply for the provision of this additional service.

10. Card Account payment commission

Operation	Order reception channel	
	Investment centre, Telephone with operator	Internet, ATM, Mobile
Bank statement payment or Time payment	€5.00	Exempt

11. Interest rates

11.1. Interest rates applied:

	N.A.R. ⁽¹⁾⁽²⁾	A.P.R.C. ⁽¹⁾⁽³⁾
BEST Gold Plus VISA	12.20%	19.0% ⁽⁴⁾
BEST Gold VISA	9.05%	12.7% ⁽⁴⁾

(1) Interest rates without penalty.

(2) Nominal Annual Rate (NAR) applicable to card accounts contracted as from 1st april 2024.

(3) Annual Percentage Rate of Charge (APRC) as at the date of the contracting of the card account.

(4) APRC calculated according to the NAR, for a credit usage of €1,500 over 12 (twelve) months.

11.2. In the case of special purchases/plans the highest applicable interest rate will be:

Deadline	N.A.R. ⁽¹⁾
BEST Gold Plus VISA	12.20%
BEST Gold VISA	9.05%

(1) Nominal Annual Rate (NAR) for following terms: 6, 12, 24, 36, 48 and 59 months.

12. Documentary proof

VAT at the current legal rate must be added to the sums indicated below.

Document type	Tariff
Copy of Portuguese invoice	€15.00
Copy of foreign invoice	€15.00
Duplicate copy of credit card account statement	€0.00
Paper statement via post	€1.65
Statements of debt or discharge of debt	€0.00

Details of transactions:

Conditions for charging	Tariff
Transactions < 3 months	€15.00
Transactions < = 12 months	€30.00
Transactions >12 months	€60.00

13. Taxation

According to the General Table, the rates of stamp duty are as follows:

- 13.1.** Stamp duty at a rate of 4% will apply to the tariffs established in points 2; 3; 4; 5; 6; 7; 8; 9; 10; 11 and 14 of these Conditions.
- 13.2.** Non-payment of the used balance in full will result in the payment of interest as established in point 11.1. of this Annex, which includes the 4% stamp duty. Similarly, the non-payment of the used balance in full will result in a charge of 0.141% by way of stamp duty being levied on the capital owed by way of a tax on use of credit.
- 13.3.** In the case of special purchases/plans paid off in 12 (twelve) months or more, stamp duty of 1.76% on the use of credit will be levied on the value of the purchase/plan. This will be settled in full with the first instalment. For periods of less than 12 (twelve) months, stamp duty of 0.141% on the value of the purchase/plan will be levied each month by way of stamp duty on the use of credit. This will be settled in full with the first instalment.
- 13.4.** The commissions mentioned in points 2.3 and 2.4 of this Annex include stamp duty at a rate of 4%.

FICHA DE INFORMAÇÃO NORMALIZADA GERAL - INFORMAÇÃO PRÉ-CONTRATUAL CARTÃO DE CRÉDITO

A. Elementos de Identificação

1. Identificação da instituição de crédito	
1.1. Denominação	BEST - Banco Electrónico de Serviço Total, S.A.
1.2. Endereço	Rua Castilho, 26, Piso 2, 1250-069 Lisboa
1.3. Contactos	Telefone: +351 218 505 775 (dias úteis das 8h às 20h. Chamada para a rede fixa nacional) Endereço de correio eletrónico: opção "Mensagens" disponível em www.bancobest.pt e na app Best Bank Endereço da Internet: www.bancobest.pt
2. Identificação do representante da instituição de crédito (se aplicável)	
2.1. Denominação	Não Aplicável.
2.2. Endereço	
2.3. Contactos	
3. Identificação do intermediário de crédito (se aplicável)	
3.1. Denominação	Não Aplicável.
3.2. Endereço	
3.3. Contactos	
3.4. Tipo de intermediário	
4. Registo comercial da instituição de crédito (se aplicável)	
4.1. Registo comercial	Conservatória do Registo Comercial de Lisboa - 1ª Secção
4.2. Número de registo	505 149 060
4.3. Autoridade de supervisão	O Banco Best está sujeito à supervisão (i) do Banco de Portugal com sede na Rua do Ouro, 27 1100-150 Lisboa, (ii) da Comissão de Mercado dos Valores Mobiliários, com sede na Rua Laura Alves, n.º 4, Apartado 14258 - 1064-003 Lisboa e (iii) da Autoridade de Supervisão de Seguros e Fundos de Pensões (ASF), com sede em Av. da República, n.º76, em Lisboa.
5. Data da FIN	1 de abril de 2024

B. Descrição das Principais Características do Crédito

1. Tipo de crédito		
1.1. Designação comercial do produto	Cartão de Crédito: Best Gold Plus Visa	Cartão de Crédito: Best Gold Visa
1.2. Categoria	AA15 – Cartão de Crédito com período de <i>free-float</i>	
2. Montante total do crédito		
Limite de Crédito: 1.500 EUR		
3. Condições de utilização		

Os cartões de crédito do BEST - Banco Electrónico de Serviço Total, S.A., são meios de pagamento pessoais e intransmissíveis, com utilização nacional e internacional, assentando numa conta-cartão à qual é atribuído um limite de crédito, para utilização livre em regime de conta corrente.

4. Duração do contrato (meses)

Contrato de duração indeterminada.

5. Reembolso do crédito

5.1. Modalidade de reembolso	Cartão de Crédito: Reembolso no termo do contrato. Compras/Planos especiais de pagamento: Normal com reembolso em prestações.
5.2. Regime de prestações	<p>Cartão de Crédito:</p> <p>O Cliente poderá escolher uma das seguintes modalidades de pagamento de prestações:</p> <ul style="list-style-type: none">-pagamento mensal da totalidade da dívida.-pagamento mensal de parte do saldo em dívida (%), podendo o Titular escolher a percentagem do saldo em dívida que deseja pagar mensalmente, não podendo, no entanto, a mesma ser inferior ao valor do Montante Mínimo a Pagar, o qual será de 10% sobre o valor do capital em dívida.-pagamento mensal de uma quantia fixa, acordada entre o Titular e o Banco Best que não poderá ser inferior a 4% do limite do crédito. <p>Entende-se por prestações o valor de amortização de capital escolhido pelo cliente em cada momento, acrescido de juros, comissões e outros encargos.</p> <p>Compras/Planos especiais de pagamento: prestações mensais e sucessivas.</p>
5.3. Montante da prestação	<p>Cartão de Crédito:</p> <p>O Montante Mínimo a Pagar, será calculado mensalmente de acordo com a seguinte fórmula:</p> $\text{Capital em dívida}^{(1)} \times \% \text{ correspondente ao Montante Mínimo a Pagar} + \text{Excesso de Limite de Crédito} + \text{Taxas, Comissões, Juros e Impostos não pagos} + \text{Taxas, Comissões, Juros e Impostos do Mês}$ $\text{Capital em dívida} = \text{Saldo em dívida} - \text{Excesso de Limite de Crédito} - \text{Taxas, Comissões, Juros e Impostos não pagos} - \text{Taxas, Comissões, Juros e Impostos do Mês.}$ <p>Na modalidade de pagamento mensal de uma quantia fixa, o montante a pagar incluirá as taxas e comissões, caso existam, bem como os juros e impostos, sendo o restante abatido ao capital.</p> <p>Encargos fiscais, bem como saldos em dívida de valor igual ou inferior a 15 euros ou que excedam o limite de crédito serão sempre pagos na totalidade.</p> <p>Compras/Planos especiais de pagamento: Valor da prestação variável em função do prazo e montante da compra.</p>
5.4. Número de prestações (se aplicável)	Cartão de Crédito: Indeterminado; Compras Especiais: 6, 12, 24, 36, 48 e 59 meses.
5.5. Periodicidade da prestação	Mensal (em qualquer caso).

5.6. Imputação (se aplicável)	<p>Caso venham a ser efetuados pagamentos que não cubram a totalidade dos montantes nessa data devidos ao Banco Best, tal pagamento parcial será imputado, sucessivamente, à liquidação de:</p> <p>(i) Custos e encargos (ii) Juros moratórios (iii) Juros remuneratórios (iv) Comissões (v) Capital</p>
6. Contrato coligado (se aplicável)	
6.1. Bem ou serviço	Não Aplicável.
6.2. Preço a pronto	
7. Garantias	Não Aplicável.
8. Reembolso antecipado	
8.1. Comissão de reembolso antecipado	Não Aplicável.
8.2. Condições de exercício	

C. Custo do Crédito

1. Taxa de juro anual nominal (TAN)

1.1. Taxa de juro nominal (TAN)	Best Gold Plus Visa: 12,20%	Best Gold Visa: 9,05%
	Compras/plano especiais de pagamento:	
	Best Gold Plus Visa: 12,20%	Best Gold Visa: 9,05%
1.2. Regime de taxa de juro	Cartão: Fixa; Compra Especial: Fixa	
1.3. Se aplicável taxa de juro nominal fixa	Best Gold Plus Visa: 12,20%	Best Gold Visa: 9,05%
1.3.1. Identificação da taxa base (se aplicável)		
1.3.2. Valor da taxa base na data da FIN (se aplicável)		
1.3.3 Spread inicial (se aplicável)	Não aplicável	
1.3.4. Alteração da taxa de juro nominal (se aplicável)	<p>O Banco Best reserva-se o direito de alterar a taxa de juro nominal, com aviso prévio de 2 (dois) meses ao Titular, o qual poderá ser efetuado através de comunicação eletrónica, circular ou por qualquer outro meio que o BEST entenda por apropriado para o efeito, inclusivamente mediante a introdução de tal comunicação no extracto da conta-crédito ou da conta de depósitos à ordem. O Banco considera toda e qualquer alteração aceite pelo Titular desde que este não conteste no prazo de 2 (dois) meses a contar da data do envio do respetivo aviso.</p>	

1.4. Se aplicável taxa de juro nominal variável		
1.4.1. Identificação do indexante		
1.4.2. Valor do indexante na data da FIN	Não aplicável	
1.4.3. Spread		
1.4.4. Periodicidade de revisão da taxa		
2. Taxa anual de encargos efetiva global (TAEG)		
	Best Gold Plus Visa: 19,0%	Best Gold Visa: 12,7%
Cartão: TAEG apresentada para o limite de crédito definido no ponto B2, à TAN apresentada no ponto C 1.1., com reembolso no prazo de 12 meses.		
3. Encargos incluídos na TAEG		
3.1. Valor total dos encargos	Best Gold Plus Visa: 56,60 EUR	Best Gold Visa: 34,93 EUR
	Compras/Planos Especiais de pagamento - Prazo 12 meses:	
	Best Gold Plus Visa: 30,43 EUR	Best Gold Visa: 29,39 EUR
3.2. Discriminação dos encargos incluídos na TAEG	Best Gold Plus Visa Imposto do Selo sobre os juros: 3,36 EUR, que corresponde a 4%. Imposto do Selo sobre a utilização crédito: 11,64 EUR, que corresponde a 0,141%. Comissão de disponibilização de um cartão de crédito 1º titular: 40 EUR. Imposto do selo sobre a anuidade: 1,60 EUR, que corresponde a 4%.	Best Gold Visa Imposto do Selo sobre os juros: 2,49 EUR, que corresponde a 4%. Imposto do Selo sobre a utilização crédito: 11,64 EUR, que corresponde a 0,141%. Comissão de disponibilização de um cartão de crédito 1º titular: 20 EUR. Imposto do selo sobre a anuidade: 0,80 EUR, que corresponde a 4%.
	Compras/Planos Especiais de pagamento Prazo de 12 meses: Imposto do Selo sobre os juros: 4,03 EUR (BEST Gold Plus Visa) ou 2,99 EUR (BEST Gold Visa), que corresponde a 4%. Imposto do Selo sobre a utilização de crédito: 26,40 EUR, que corresponde a 1,76%.	
3.2.1. Comissões de abertura de contrato (se aplicável)	Cartão de Crédito: Não Aplicável; Compras/Planos especiais de pagamento: Não Aplicável.	
3.2.2. Comissões de processamento de prestações (se aplicável)	Cartão de Crédito: Não Aplicável; Compras/Planos especiais de pagamento: Não Aplicável.	
3.2.3. Comissão anual do serviço de disponibilização de cartão (se aplicável)	Best Gold Plus Visa: 40 EUR	Best Gold Visa: 20 EUR
	Compras/Planos especiais de pagamento: Não Aplicável.	
3.2.4. Seguros exigidos (se aplicável)	Cartão de Crédito: Não Aplicável; Compras/Planos especiais de pagamento: Não Aplicável.	

<p>3.2.5. Impostos (se aplicável)</p>	<p>Best Gold Plus Visa Imposto do selo sobre juros: 3,36 EUR que corresponde a 4%. Imposto do selo sobre utilização do crédito: 11,64 EUR que corresponde a 0,141%. Imposto do selo sobre comissão de disponibilização de um cartão de crédito: 1,60 EUR que corresponde a 4%.</p>	<p>Best Gold Visa Imposto do selo sobre juros: 2,49 EUR que corresponde a 4%. Imposto do selo sobre utilização do crédito: 11,64 EUR que corresponde a 0,141%. Imposto do selo sobre comissão de disponibilização de um cartão de crédito: 0,80 EUR que corresponde a 4%.</p>
	<p>Compras/Planos especiais de pagamento Prazo de 12 meses: Imposto do Selo sobre os juros: 4,03 EUR (BEST Gold Plus Visa) ou 2,99 EUR (BEST Gold Visa), que corresponde a 4%. Imposto do Selo sobre a utilização de crédito: 26,40 EUR, que corresponde a 1,76%.</p>	
<p>3.2.6. Custos de utilização de meios de comunicação à distância</p>	<p>Cartão de Crédito: Não Aplicável; Compras/Planos especiais de pagamento: Não Aplicável.</p>	
<p>3.2.7. Comissões de intermediação de crédito (se aplicável)</p>	<p>Cartão de Crédito: Não Aplicável; Compras/Planos especiais de pagamento: Não Aplicável.</p>	
<p>3.2.8. Custos conexos (se aplicável)</p> <p>(i) Custos com contas de depósito à ordem</p> <p>(ii) Custos com meios de pagamento</p> <p>(iii) Outros custos</p> <p>(iv) Condições de alteração dos custos</p>	<p>Cartão de Crédito: Não Aplicável; Compras/Planos especiais de pagamento: Não Aplicável.</p>	
<p>4. Contratos acessórios exigidos (se aplicável)</p>		
<p>4.1. Seguros exigidos</p> <p>4.1.1. Coberturas mínimas exigidas</p> <p>4.1.2. Descrição</p> <p>(i) Designação do produto</p> <p>(ii) Periodicidade de pagamento</p> <p>(iii) Prémio de seguro previsível</p> <p>(iv) Outros custos do seguro</p>	<p>Cartão de Crédito: Não Aplicável. Compras/Planos especiais de pagamento: Não Aplicável.</p>	
<p>4.2. Outros contratos exigidos</p>	<p>Cartão de Crédito: Não Aplicável. Compras/Planos especiais de pagamento: Não Aplicável.</p>	
<p>5. Montante total imputado ao consumidor (se aplicável)</p>		
<p>Cartão de Crédito: Não Aplicável. Compras/Planos especiais de pagamento para prazo de 12 meses (de acordo com o exemplo representativo indicado no ponto 2 da Parte C): Best Gold Plus Visa: 1.631,51 EUR. Best Gold Visa: 1.603,97 EUR.</p>		

6. Custos notariais (se aplicável)

Não Aplicável.

7. Custos por falta de pagamento

7.1. Taxa de juro de mora	Taxa remuneratória à data da mora acrescida de 3%.
7.2. Regras de aplicação da taxa de juro de mora	Em caso de incumprimento de qualquer obrigação assumida pelo Cliente no âmbito do contrato de Crédito celebrado com o Banco Best, sem necessidade de interpelação do Cliente para esse efeito.
7.3. Outros encargos (se aplicável)	Comissão de recuperação de valores em dívida: 4% do valor da prestação vencida e não paga, com mínimo de 12 EUR e máximo de 150 EUR.
7.4. Consequências da falta de pagamento (se aplicável)	<p>O Banco Best pode resolver o Contrato de Crédito em caso de falta de pagamento pelo Cliente de duas prestações sucessivas cujo valor seja superior em 10% ao montante total do Crédito ou, em qualquer caso, na falta de pagamento de três prestações sucessivas.</p> <p>O Banco Best concederá ao Cliente um prazo suplementar de 15 dias para proceder ao pagamento integral das prestações em atraso, acrescidas das indemnizações e encargos devidos, o que, não sendo cumprido pelo Cliente, implicará a resolução do Contrato e a execução das garantias existentes. Caso o Cliente deixe de liquidar atempadamente as prestações, pagamentos e/ou reembolsos a que se obrigou no Contrato de Crédito, o Banco Best está obrigado a comunicar esse facto ao Banco de Portugal, passando o Cliente a constar da Central de Responsabilidades de Crédito do Banco de Portugal, na rubrica Crédito Vencido.</p> <p>Resolvido o contrato, o Titular perderá todos os direitos inerentes à posse e uso do cartão, devendo promover a devolução imediata do cartão ao Banco Best devidamente inutilizado. O Banco Best reserva-se, ainda, o direito de reter e destruir o cartão diretamente ou através de terceiros, nomeadamente de uma entidade acreditada como aceitante de cartões da respetiva rede.</p>

D. Outros Aspetos Jurídicos

1. Direito de revogação

O consumidor tem o direito de revogar o contrato de crédito no prazo de 14 dias de calendário, sem necessidade de invocar qualquer motivo, nos termos do artigo 17.º do Decreto-Lei n.º 133/2009, de 2 de junho.

2. Rejeição de pedido de crédito

O consumidor tem direito a ser informado, imediata, gratuita e justificadamente, do resultado da consulta de uma base de dados para verificação da sua solvabilidade, se o pedido de crédito for rejeitado com fundamento nessa consulta, exceto se tal comunicação for proibida pelo direito comunitário ou se for contrária aos objetivos da ordem pública ou da segurança pública.

3. Cópia do contrato

O consumidor tem direito de, a pedido, obter gratuitamente uma cópia da minuta do contrato de crédito, exceto se no momento em que é feito o pedido, o credor não estiver disposto a proceder à celebração desse contrato de crédito com o consumidor.

4. Lei aplicável

4.1. Lei aplicável antes da celebração do contrato	Lei Portuguesa
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4.2. Lei aplicável ao contrato	O Contrato de Crédito será regulado pela lei portuguesa.
4.3. Foro competente	Para todas as questões emergentes da utilização de cartões, em que seja necessário o recurso judicial, é competente o foro cível do domicílio do Titular, desde que em Portugal.

5. Resolução de litígios (se aplicável)

Sem prejuízo do disposto no ponto anterior, no caso de reclamação ou litígio de valor igual ou inferior à alçada dos Tribunais de 1^a Instância, decorrente da interpretação, validade ou execução do presente Contrato, de acordo com o disposto no artigo 92.º do decreto-lei n.º 317/2009, de 30 de Outubro, e por forma a assegurar a resolução alternativa de litígios respeitantes aos direitos e obrigações resultantes do presente contrato, o Banco disponibiliza ao Cliente, nos termos previstos na Lei n.º 144/2015, de 8 de setembro, o recurso às seguintes entidades de resolução alternativa de litígios, a que aderiu:

a) Centro de Arbitragem de Conflitos de Consumo de Lisboa, disponível na página www.centroarbitragemlisboa.pt

b) Centro de Informação de Consumo e Arbitragem do Porto, disponível na página www.cicap.pt

6. Idioma (se aplicável)

O idioma utilizado na informação pré-contratual, no contrato à distância, se for o caso, e em todas as comunicações relativas ao Contrato de Crédito é o Português.

7. Prazo das condições da FIN

As informações constantes deste documento são válidas a partir da presente data da FIN até que sejam substituídas por uma nova versão.



I (We) have become familiar with all the clauses included within the present General Conditions and declare that I (we) accept them. Furthermore, I (we) declare that the Current Account, to which the Securities Account is associated, under the terms foreseen in the present General Conditions, is an individual/joint account, and I (we) am (are) the sole Holder(s) thereof and that the account movements will be carried out in the Securities Account, under the same terms and by the same persons indicated for the Current Account, with the number

I (We) declare that I (we) have become familiar and agree with the terms of the Credit Card Standardised Information Forms and have received a copy thereof.

I (We) declare that I (we) was (were) informed of the existence of the Investor Profile Questionnaire. Banco Best has reinforced the importance of informing on my (our) knowledge and experience with investments, necessary for the identification of the Investor Profile and to the determination of the adequacy of the operations to be executed according to the financial intermediation services mentioned in this Agreement.

The Customer is considered to accept the present General Conditions on the date on which BEST receives the present page, duly signed by the Customer.

Date: _____ of _____ of _____

Signature of the Holder(s) in conformity with the identification document(s).

Best Bank



I (We) have become familiar with all the clauses included within the present General Conditions and declare that I (we) accept them. Furthermore, I (we) declare that the Current Account, to which the Securities Account is associated, under the terms foreseen in the present General Conditions, is an individual/joint account, and I (we) am (are) the sole Holder(s) thereof and that the account movements will be carried out in the Securities Account, under the same terms and by the same persons indicated for the Current Account, with the number [REDACTED]

I (We) declare that I (we) have become familiar and agree with the terms of the Credit Card Standardised Information Forms and have received a copy thereof.

I (We) declare that I (we) was (were) informed of the existence of the Investor Profile Questionnaire. Banco Best has reinforced the importance of informing on my (our) knowledge and experience with investments, necessary for the identification of the Investor Profile and to the determination of the adequacy of the operations to be executed according to the financial intermediation services mentioned in this Agreement.

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Best Bank