

## Main Current Account - Part I

### 1. Object

These terms and conditions govern the commercial relationship associated to the sale of products and provision of services by Bankinter, S.A. - Sucursal em Portugal (hereinafter called "Bank" or "Bankinter") - to Customers (hereinafter called "Customer" or "Customers"), including their legal representatives (hereinafter called "Representatives") (hereinafter called "Agreement").

### 2. Definitions

The terms and expressions used in the present Agreement starting with a capital letter, shall have the following meanings:

**"Account Information Service Provider"**: a Payment Service Provider pursuing business activities as referred to in section h) of Article 4 of Portuguese Decree-Law nr. 91/2018 of 12 November;

**"Authentication"**: a procedure which allows the Payment Service Provider to verify the identity of a payment service user or the validity of the use of a specific Payment Instrument, including the use of the user's Personalised Security Credentials;

**"Bankinter, S.A."**: Limited liability company operating as a subsidiary in Portugal, under the terms of applicable legislation;

**"Bank's Internet Site"**: bankinter.pt.

**"Beneficiary"**: an individual or legal entity designated to receive funds in a Payment Operation;

**"Contactless"**: A functionality of the card that allows cardholders to pay for goods and services purchased in business establishments that accept the payment brand(s) found on the card and have contactless equipment, in Portugal and/or abroad, without requiring a Personal Identification Number up to a certain amount. Cards with this feature have the related symbol;

**"Current Account(s)"**: the Current Account that functions as Payment Account;

**"Cut-Off Time"**: the time at the end of the Working Day beyond which a Payment Order received by the Bank is considered to have been received on the next working day. This time may vary in function of the type of Payment Operation and the channel of use, to be disclosed to the Customer by the Bank at all times;

**"General Terms"**: the general terms of adhesion for Bankinter Customers - Personal Account, as specified in Part I of the present Agreement and the general conditions of the products and services, as specified in Part II of the present Agreement, and also its Annexes;

**"Payment Account"**: an account held in the name of one or more payment service users which is used for the execution of Payment Operations;

**"Payment Initiation Service Provider"**: a payment service provider pursuing business activities as referred in section g) of Article 4 of Portuguese Decree-Law nr. 91/2018 of 12 November;

**"Payment Instrument"**: any personalized device or set of procedures agreed between the Bank and the Customer, that the latter uses in order to issue a Payment Order;

**"Payment Operation"**: the act, practised by the Customer, in his capacity as Applicant or Beneficiary, to deposit, transfer or withdraw funds, regardless of any underlying obligations between the Applicant and Beneficiary;

**"Payment Order"**: any instruction given by the Customer to the Bank requesting execution of a Payment Operation;

**"Payment Service Provider"**: the entities listed under Article 11 of Portuguese Decree-Law nr. 91/2018 of 12 November;

**"Personalised Security Credentials"**: personalised features provided by the Payment Service Provider to a payment service user for the purposes of authentication;

**"Strong Customer Authentication"**: an authentication based on the use of two or more elements categorised as knowledge (something only the user knows), possession (something only the user possesses) and inherence (something the user is) that are independent, in that the breach of one does not compromise the reliability of the others, and is designed in such a way as to protect the confidentiality of the authentication data;

**"Unique Identifier"**: the combination of letters, numbers or symbols specified to the Customer by the Bank (e.g., for example, the Bank Identification Number (NIB), the associated account number or IBAN), that the Customer must supply in order to provide unequivocal identification of the Beneficiary of the Payment Order and the respective Payment Account, in order to carry out a Payment Operation;

**"Value Date"**: a reference date used by a Payment Services Provider to calculate interest on funds debited or credited to a Payment Account;

**"Working Day"**: any day on which the Bank, in its capacity as Payment Service Provider for the Applicant or for the Beneficiary, involved in execution of a Payment Operation, is open for execution of such operations.

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The other definitions found in Portuguese Decree-Law nr. 91/2018 of 12 November or any legislation that supersedes it shall apply.

### 3. General Aspects

**3.1. Elements related to Exercise of Business Activity by Bankinter** Bankinter, SA – Registered office: Paseo de la Castellana, 29, 28046, Madrid, Spain.

Bankinter, S.A. - Sucursal em Portugal - Branch in Portugal: Praça Marquês de Pombal, nr. 13, 2<sup>nd</sup> Floor, 1250-162 Lisbon, Portugal, registered at the Lisbon Registry of Companies under single registration and VAT number 980547490.

Branch registered for the performance of banking, financial business relating to the provision of investment services and insurance mediation in Portugal with the competent national supervisory authorities (Bank of Portugal – Registration nr. 269, Portuguese Securities Market Commission – Registration nr. 369 and the Insurance and Pension Funds Supervision Authority – Registration nr. OV-0028). Bankinter, SA, is an entity authorised and regulated by the Single Supervisory Mechanism (SSM) headed by the European Central Bank (ECB) and a member of the Deposit Guarantee System set up in Spain, managed by the "Fondo de Garantía de Depósitos de Entidades de Crédito".

For any contacts please refer to the Annex (Useful Contacts).

### 3.2. Personal Data Protection

The matter of personal data shall be regulated under the Annex to this Agreement, which constitutes an integral part there to, regardless of any other related provisions in other clauses found in these General Terms.

### 3.3. Duty to Inform

1. The Bank reserves the right to refuse to carry out any operations, in the event that the Customer fails to provide the information requested by the Bank, or if such information constitutes an impediment to carrying out such operations, wherein no responsibility whatsoever may be imputed to the Bank as a result of not carrying out such operations.

2. The Customer is obliged to constantly update his banking records, in particular update his personal data and contact details, undertaking to notify the Bank, immediately, concerning any alteration thereof and assuming all and any responsibility for the failure to provide prompt communication.

3. The Bank reserves the right to deny access to

any operations, products or Services or to suspend them, in the event of non-compliance by the Customer, with the terms established in the previous numbers.

### 3.4. Authorisations and Bank Operations

1. In relation to the Customer's outstanding amounts, as soon as they become due, namely after their due date, the Bank may exercise the right to offset against any credit balances in current accounts, term deposits, financial investments or any other open product with the Bank, as long as they have the same holder(s) or co-holder(s).

2. To this end, the Bank may, whenever necessary, perform the early redemption of deposits and other financial investments, without the need for further authorisation from or prior notice to the Customer.

3. In the event of credit incidents occurring with the Bank, namely delays in fulfilling any pecuniary obligations or in the use of any means of payment, the Bank may end ongoing credit operations.

### 3.5. Instructions from the Customer

1. Instructions from the Customer and his Representatives shall be transmitted to the Bank in writing.

2. The Customer's identification elements shall always be confirmed by the Bank by checking their similarity with those included in the signatures sheet held by the Bank.

3. On an exceptional basis, instructions may be transmitted by the Customer to the Bank via telephone, or via any other means agreed between the Bank and the Customer.

4. The Customer irrevocably authorizes the Bank to record all telephone conversations and images made between the parties, and also keep the respective records, during the applicable legal storage periods, in order to safeguard the security of the information provided on the operations carried out and enable possible future confirmation and use of the recordings as means of proof.

5. Irrespective of legal equivalence in the terms of current legislation and regulations, the Bank and the Customer expressly agree that the documents with an electronic signature, through the use of any available technological solutions that the Bank provides to the Customer and which the Customer may freely adopt, will have the same legal and evidential consideration as paper documents with a handwritten signature. Furthermore, the Customer accepts that, to confirm a bank transaction, the Bank may use

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available registries, including methodologies that support each adopted technological solution.

6. The Bank undertakes to deliver to the Customer, whenever the latter so requests, a paper transcription of all contacts made and which have been subject to recording, wherein the Customer shall bear the costs of the aforementioned transcription.

7. The Bank does not assume any responsibility for facts or deficiencies that occur in the context of use of the above-mentioned telephone service, unless they can be directly imputed to it.

8. Whenever any suspicions arise in relation to instructions, or if these are not sufficiently clear or precise in order to defend the Customer's interests, the Bank reserves the right not to execute such instructions, or to request written confirmation thereof prior to execution.

### 3.6. Sale of Products and Provision of Services

1. The sale of products or provision of services by the Bank to the Customer implies the constitution of an account with cash balances, entitled the "Main Current Account".

2. The Bank reserves the right to segment its offer of products and services, specifically, opting in favour of limited offers, in compliance with the policies established and in force in the Bankinter Group.

### 3.7. Other Products and Services

1. The present General Terms may be complemented by other supplementary conditions that are subsequently formalized in specific documents, wherein such documents, at any time, will form an integral part of the present Agreement.

2. The Customer may also agree with the Bank the sale of products and provision of services, that are not expressly identified, in relation to which, due to their specific nature, market situation or legal requirements, require an autonomous document to be drawn up, with general or specific conditions that are not specified in the present General Terms. In these circumstances, the aforementioned documents shall form an integral part of these General Terms, and shall be considered to constitute annexes hereof.

3. Bankinter operates through a network of affiliated agents, which are registered with the supervisory authorities in Portugal, where they perform their business.

### 3.8. Correspondence

#### 3.8.1. Access to Information

1. At any time during the contractual

relationship, the Customer may request from the Bank, free of charge, a copy of the present General Terms, in a paper format or in any other durable format.

2. The Customer and the Bank agree on the possibility of enforcing charges in conformity with the price list prevailing at each moment in time, for provision of additional or more frequent information or transmission via alternative communication channels, other than those specified in the General Terms, provided that such provision or transmission takes place at the Customer's request.

#### 3.8.2. Monthly Integrated Account Statement

1. The Bank guarantees that it will send a monthly Account Statement, free of charge, to the Customer, which will specify information concerning the Current Accounts, in particular the positions and transactions of each of the subscribed products and services, the dates on which the various transactions have been made and their respective identification, and also the starting and closing balances for the period (the "Account Statement").

2. Given that the Bank places a priority on sending integrated statements, the transactions that occur in the Financial Instruments Deposit and Registration Account (opened under the terms of clause 5.1 of Part II of the present General Terms) shall be included within the statement related to the associated Current Account.

3. The Bank may also provide account statements with different periodicities, in the event that this is agreed with the Customer.

4. The statements described in the preceding paragraphs shall only be issued and sent if transactions have been carried out in the Current Account during the month concerned.

Nonetheless, the Bank shall issue and send statements to the Customer according to the minimum time scale set by law.

#### 3.8.3. Format

1. The Account Statement as well as the other informative documentation addressed by the Bank to the Customer related to this Agreement or in compliance with any legal or regulatory requirements, shall be provided to the Customer in a durable format:

(i) in an electronic format provided in the Bankinter Particulares (on-line) when the customer has adhered to this service;

(ii) on paper format, through paper correspondence in the name of the first account holder to the address for correspondence or other



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indicated by the Customer to the Bank, on the Customer's express request or when the Customer has not adhered to the online banking service.

2. The Bank may change the communication's formats normally used to communicate with the Customer, and shall give notice of such change within 60 (sixty) days prior to the date on which it is planned to take effect.

### 3.8.4. Address and Suspension

1. The information shall be addressed to the first account holder of the Main Current Account, on the terms indicated above.

2. The communications shall be considered to have been carried out if they are sent to the electronic address or address as established in the preceding clause.

3. If correspondence is returned on three consecutive occasions, and without prejudice to diligent proceedings undertaken by the Bank in order to eliminate the causes, correspondence and statements may no longer be sent and shall be retained and stored at the Bank, and shall be considered to have been sent on the first date specified in such correspondence.

4. The Bank is not liable for delays, deficiencies, interruptions or other anomalies resulting from the use of mail (including email) or other means of communication or from delivery to a location or person other than the addressee of the information or documents sent by the Bank to the Customer or to third parties, unless such anomalies are shown to be due to its fault.

### 3.9. Language

1. The present General Terms, and also all communications made between the Customer and the Bank during the validity period of the present Agreement shall be transmitted in the Portuguese language, except when the use of another language is specifically agreed.

2. Without prejudice to the above, the offer of some products and services and their communication can be exclusively in Portuguese.

### 3.10. Derogation for Payment Instruments involving low values and electronic currency

The Customer and the Bank agree to derogate the present General Terms in the event of Payment Instruments concerning individual Payment Operations that do not exceed €30 (thirty euros) or which have an expenses' limit of €150 (one hundred and fifty euros) or which make it possible to store funds whose amount shall never exceed €150 (one hundred and fifty euros), under the terms and with the scope specified thereof within prevailing legislation.

## 3.11. Charges, Exchange Rates and Interest Rates

### 3.11.1. Charges

The Bank shall make a price list available, prevailing at each moment in time, specifying the structure of charges and discrimination of amounts, which shall be permanently available in the Bank Branches and in the Bank's Internet Site, and may, at any time, be provided free of charge by the Bank to the Customer, at the latter's requests (the "Price List").

### 3.11.2. Exchange Rates and Interest Rates

1. The Bank may use reference exchange rates and interest rates, without prejudice to the possibility of direct negotiation between the Bank and the Customer regarding the interest rate or exchange rate to be applied to the Payment Operation.

2. As long as there is no prior agreement between the Customer and the Bank, and a payment transaction or charging of a fee determines the need to carry out an exchange operation, an exchange rate will be applied to the value of the payment transaction, or the fee charged.

The exchange rate translates the price of a specific currency in monetary units in another currency.

For payment transactions, the exchange rate is determined using the reference exchange rate published by Bankinter, S.A., Sucursal in Portugal which can be consulted on the Bank's Internet Site - "Taxas de Câmbio", plus a percentage margin, pursuant to the conditions indicated in the current Price List.

In relation to bank fees, the latest Euro reference exchange rate shall apply, as provided by the European Central Bank, which can be consulted at <https://www.ecb.int/stats/exchange/eurofxref/html/index.en.html>.

For further details, consult the conditions established in the Price List, in the Fees and Expenses Leaflet, Supplementary Information.

3. If, as a result of payment operations, there is a need to enter into a credit arrangement without the Client having previously contracted a credit limit, interest will be applied, calculated on a daily basis for the period during which the credit limit is exceeded, at the nominal annual rate (TAN) established in the Price List, in the Interest Rate Leaflet, Bank Overdrafts.

The number of days in the year underlying the interest calculation is Atual/360

## 3.12. Alterations and Transfer

### 3.12.1. Alterations

1. The Bank shall communicate to the Customer any proposed alteration of the present General

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Terms, with minimum prior notice of 2 (two) months, in relation to the proposed date for their application.

2. Changes are considered accepted if, after the aforementioned period, the Bank has not been notified by the Customer that the latter does not accept them, before the proposed date for their entry into force.

3. Without prejudice to the terms specified in clause 3.14.2, in the event of disagreeing in relation to the proposed alterations, the Customer shall be entitled to denounce the present General Terms, immediately and without thereby incurring in any charges, prior to the proposed date for application of these alterations.

### 3.12.2. Transfer of Business or Assignment

1. The Customer may not transfer or assign any of the rights or obligations under the Agreement or change Accounts under the Agreement.

2. The Bank may transfer or assign its rights under the Agreement to any member of the Bankinter S.A. without specific consent, provided that:

- a. the Bank has given the Customer at least 2 (two) months notice of the transfer; and
- b. the Customer has not given proper notice terminating the Agreement on a date before the date of transfer.

### 3.13. Termination

Either of the parties is entitled to terminate the present General Terms, under the terms of the following provisions:

#### 3.13.1. Denunciation

Either of the parties may denounce the present Agreement, at any time, without incurring charges for the Customer and without requiring a well-grounded cause, by means of minimum prior notice of:

- a. 1 (one) month, if at the initiative of the Customer;
- b. 2 (two) months, if at the initiative of the Bank, prior to the intended date for the termination to take effect.

#### 3.13.2. Revocation

The parties may, by means of an agreement, terminate the present Agreement, in which case the exact terms of extinction of the established contractual relationship shall apply.

#### 3.13.3. Dissolution

1. The Customer and Bank are entitled, at any time, to dissolve the present Agreement on the grounds of non-compliance by the other party with any of its obligations.

2. The right of dissolution may be exercised by

the Bank whenever, specifically, any of the following situations occur:

- a. Failure by the Customer to comply with any obligation assumed before the Bank as a result of any contracted Service or operation;
- b. Abusive, fraudulent or negligent use or use which undermines the defined security rules or evidence that this may take place;
- c. Potential conflict of interest between account holders and/or Representatives, and also the filing of any insolvency measure or action, or in the event of any alteration in the solvability of the Customer or other account holders of the Main Current Account.

3. Dissolution, will always be accompanied by immediate cancellation of all Services.

### 3.14. Effects

#### 3.14.1. In relation to Exercise of Rights

1. In the event of the existence of a plurality of account holders that have adhered to the Bank's services (Collective Accounts), all of them must subscribe to a declaration of denunciation or dissolution.

2. In the case of the "Bankinter Cards" product, denunciation or dissolution at the initiative of the Customer (Account holder) shall only take effect after restitution of the card and payment to the Bank of any outstanding balance.

#### 3.14.2. In relation to Charges

The charges which are regularly billed for provision of payment services shall only be owed by the Customer in the part proportional to the period up to the date of termination of the Agreement. If these charges are prepaid, the part proportional to the remaining period shall be reimbursed. The present provision does not undermine the right to compensation and retention established in the general terms of the law.

#### 3.14.3. In relation to Suspension of the Services

Given that it is inadvisable to carry out immediate cancellation of the Services governed by the present Agreement, specifically due to the existence of pending operations, the Bank may suspend, immediately, any new transactions, and only guarantee the settlement of operations that have already been drawn up.

#### 3.14.4. In relation to Cancellation of Services

Termination of Services, regardless of the respective cause, shall lead to all amounts registered in the secondary accounts to be automatically transferred by the Bank to the associated Main Current Account, wherein the Bank is, henceforth, expressly authorised, to refuse any order to the contrary.

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### 3.14.5. In relation to Closure of the Account

1. Upon declaration of denunciation or dissolution, the destination of any existing balances, and their form of settlement, shall be immediately defined.

2. Up to the scheduled date for cancellation, the Customer is obliged to return all means of payment in his possession to the Bank, in the absence of which, after expiry of this deadline, the Bank shall cancel the Cards and cheques and block debit transactions in the Current Accounts.

3. Immediately after expressing its intent to terminate the present Agreement and up to the date on which such termination takes effect, the Customer shall withdraw all deposited amounts. In the event that the Customer does not withdraw such amounts, the Bank shall be authorised to:

a. Notify the Customer that he may withdraw such amounts from the Bank, within the legal deadlines; or

b. Transfer the balance to a Bank account opened in another Credit institution previously indicated by the Customer, or alternatively;

c. Send a Bank cheque to the first accountholder of the Main Current Account. In the event that there are financial instruments registered in the Securities Account, the Bank is irrevocably authorised to foster the sale of these instruments, under the terms of the provisions established in the General Terms in relation to the provision of Registration, Deposit and Order-Transmission Services on behalf of Third parties.

4. If the Customer or his Representatives, with due powers to this effect, fail to withdraw or transfer the registered or deposited financial instruments, the Bank is immediately authorised to sell them, at the market price, crediting the respective amount minus any charges and fees due in the associated Main Current Account. In the case of financial instruments that are not negotiable in regulated markets, the Bank may sell them, always respecting, in particular the legal requirements that stipulate the duty to prevent any conflict of interest that may occur as a result of execution of the aforementioned operations.

### 3.15. Time-period

Without prejudice to the provisions established in relation to Bankinter Cards, as specified in number 6 of clause 4.1 of Part II, the present Agreement is signed for an indefinite time-period, without prejudice to the faculty of denunciation, dissolution or revocation hereof,

under the terms in which such faculties are admitted.

### 3.16. Applicable legislation and Competent jurisdiction

1. The present General Terms are governed by Portuguese legislation.

2. In order to resolve any potential conflict between the Customer and the Bank, Lisbon District court has the competent jurisdiction.

### 3.17. Governing law and jurisdiction

#### 3.17.1. Complaints with the Bank

1. If the Customer decides to file a complaint regarding agreements, acts, terms and conditions or any other matter or service provided by the Bank, the Customer may do so in person, in writing (letter or email) or by telephone, preferably with your relationship manager.

2. The Bank, in the exercise of its activity as a credit institution, is registered and subject to the supervision of Banco de Portugal, the Portuguese Securities Market Commission and the Portuguese Insurance and Pension Funds Supervisory Authority, within the scope of their respective supervisory functions, irrespective of the regulatory authorities in the State of Origin.

3. Irrespective of appeals to regulatory bodies, the Bank provides the Customer with a Customer Assistance Service.

4. Information on the Bank's procedures for treating complaints are available, upon requests, in Branch Offices or via the telephone numbers provided in the Annex (Useful Contacts) or via the Bank's Internet Site.

#### 3.17.2. Complaints to Regulators

Irrespective of the competent legal remedies available, the Customer may submit directly to Banco de Portugal, the Portuguese Securities Market Commission and the Portuguese Insurance and Pension Funds Supervisory Authority, within the scope of their respective functions (banking, investment or ancillary investment services, and insurance brokerage, respectively), complaints grounded in the Bank's (as the provider of banking, financial, or investment and ancillary investment services provider or as the insurance broker) failure to comply with the terms and conditions and reporting requirements that apply to the products and services provided, at its headquarters or through its respective websites. Notwithstanding the foregoing paragraph, Banco de Portugal has jurisdiction over complaints grounded in any failure on the Bank's part to comply with terms and conditions,



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reporting requirements that apply to payment services, as well as rights and obligations regarding the provision and use of payment services, under current legislation.

### 3.17.3. Out-of-court Dispute Settlements

1. Irrespective of the competent legal remedies available, for claims or actions seeking damages for disputes in amounts that are less than, or equal to, the jurisdictional amount of the lower courts, grounded in any failure on the Bank's part to comply with obligations it entered into with the Customer, especially terms and conditions and reporting requirements that apply to payment services, under current legislation, Bankinter provides the Customer access to entities registered in the voluntary registry system of consumer conflict settlement procedures in accordance with Portuguese Law nr. 144/2015, of 8 September or any laws replacing it.

2. Bankinter has adhered to the "Centro de Arbitragem da Universidade Católica Portuguesa" (Arbitration Centre of Universidade Católica Portuguesa or "CAUCP"), located at Calçada da Palma de Cima, 1649-023 Lisbon (telephone +351 217 214 178 and website [fd.lisboa.ucp.pt](http://fd.lisboa.ucp.pt)), to the "Centro de Arbitragem de Conflitos de Consumo de Lisboa" (Lisbon Consumer Disputes Arbitration Centre or "CACCL"), located at Rua dos Douradores, nr. 116, 2nd floor, 1100-207 Lisbon, (telephone +351 218 807 030 and website [centroarbitragemlisboa.pt](http://centroarbitragemlisboa.pt)), to the "Centro de Arbitragem de Conflitos de Consumo - Porto" (Consumer Conflicts Arbitration Centre - Porto or "CICAP"), located at Rua Damião de Góis nr. 31, Loja 6, 4050-225 Porto (telephone - +351 225 508 349 and website [www.cicap.pt](http://www.cicap.pt)) and to the "Centro de Arbitragem Universidade Autónoma de Lisboa" (Universidade Autónoma de Lisboa Arbitration Centre), located at Rua de Santa Marta, nr. 43-E, 1st C, 1150-293 Lisbon (telephone - +351 213 177 660 and website [arbitragem.autonoma.pt](http://arbitragem.autonoma.pt)).

3. To settle cross-border disputes, namely over terms and conditions and reporting requirements that apply to payment services, and rights and obligations concerning the provision and use of payment services, under current legislation, the Customer may appeal to a member entity of the FIN-NET network for cooperation in the alternative resolution of cross-border disputes in the finance industry.

4. To resolve consumer disputes resulting from banking products and/or services acquired online, the Customer also may access an online dispute resolution system, which may be accessed via the Online Dispute Resolution Platform (ODR Platform). The ODR Platform should be consulted for further information. To access it, the complaint form should be completed, indicating, for these purposes, the following Bankinter email address: [provedoria.cliente.pt@bankinter.com](mailto:provedoria.cliente.pt@bankinter.com).

### 3.17.4. Conflicts

For any disputes between the Bank or the Customer, the burden of proof falls on the party making the claim, under the general terms of law, except where there is presumption stemming from a valid legal or contractual provision.

### 3.18. Verification Obligation

3.18.1. In pursuit of its banking activities, the Bank is obliged to enforce compliance and conformity with the legal rules governing the prevention of Money Laundering and the Financing of Terrorism, in particular, in the context of the relationship with its Customers, to ensure full identification thereof and where applicable, identification of any effective beneficiaries of the respective legal person or the unincorporated association for collective interests.

3.18.2. To this effect, and in compliance with the foregoing, the Bank may request any identification details from its Customers, either at the time of opening of the Current Account or thereafter, whenever its officials have knowledge or suspicion of evidence of operations related to the crimes of Money Laundering and the Financing of Terrorism.

3.18.3. If the Customer fails to either in relation to themselves or to any effective beneficiaries, the Bank reserves the right to refuse or suspend the execution of a specific operation, and also to initiate procedures aimed at terminating the banking relationship, pursuant to the terms of clause 3.13 of this document.

## Part II

**1. Current Account****1.1. Opening and Start of Commercial Relations**

1. Commercial relations between the Customer and the Bank will only commence after opening a Main Current Account.

2. Other accounts may be aggregated to the Main Current Account, entitled "Secondary Current Accounts", with the same characteristics (ownership, transaction terms, correspondence address), in which all the debit and credit transactions determined by the commercial relations will be registered, unless, due to their nature or legal requirements, they should be individualized in other accounts specifically related thereof.

3. The Bank will at tribute a separate number to each Main Current Account and Secondary Current Account(s), enabling its respective identification. These account numbers may be altered by the Bank, on grounds of operational, computing or security requirements, wherein the Bank undertakes to provide the Consumer with prior knowledge concerning any alteration produced, in accordance with general terms.

4. Opening, use and cancellation of the Main Current Account are subject to the present General Terms, legislation and standard banking practises.

5. Current Accounts without transactions or whose banking relationship has not yet attained the minimum levels required by the Bank may be subject to payment of an maintaining the account fee, whose amount and periodicity shall be set by the Bank.

**1.2. Minors' Accounts**

1. The legal representatives of minors may, at any time, open on their behalf, Current Accounts ("Minors' Account(s)"), and will, thenceforth, be responsible before the Bank, for all transactions made in the respective Minors' Accounts and for use of any means of payment that are made available. When the account holder reaches majority age or is released from parental control, he should contact the Bank and communicate the desired means of making transactions with the Account.

2. The opening of a Minors' Account implies the signature, by the minor's legal representatives, of a draft form, attached to the present General Terms and which shall form an integral part hereof.

3. The Minors' Account is held exclusively by the minor, and transactions may only be made therein by legal representatives for this purpose, via Bank transfer or debit card, except in cases

where these Minors' Accounts are debited for the constitution of deposits or financial investments.

4. A Debit card will only be attributed to a minor aged 14 (fourteen) years or above and to the legal representatives that represent the minor in the Minors' Accounts.

**1.3. Transaction terms of Current Accounts**

The type of Current Accounts and the means of carrying out transactions therein, are specified as follows:

1. Individual: The account holder may freely make debit and credit transactions, and may confer powers to third parties in order to carry out transactions in the Current Accounts, wherein the Bank shall be exempted from any responsibility for the aforementioned transactions.

2. Collective: a) Solidary liability – any of the account holders may make debit and credit transactions, wherein the account holders may confer powers to third parties in order to carry out all the account holders, wherein the Bank shall be exempted from any responsibility for the aforementioned transactions; or

b) Joint liability – debit transactions require joint authorisation by all the account holders, wherein the account holders may confer powers to third parties in order to carry out transactions in the Current Accounts, provided that such transactions are authorized by all the account holders, wherein the Bank shall be exempted from any responsibility for the aforementioned transactions, but where no such requirement exists in relation to credit transactions.

3. Mixed liability – transactions may be made by several account holders, in accordance with the partial bonds of solidary or joint liability and in accordance with the transactions terms expressly defined by the account holders, wherein the account holders may confer powers to third parties in order to carry out transactions in the Current Accounts, and wherein the Bank shall be exempted from any responsibility for the aforementioned transactions.

**1.4. Acts for which intervention of all the Account holders is required**

1. Intervention of all the account holders, through their free consent, is obligatory in the following cases: (i) opening of the Current Account; (ii) alteration of the transaction terms; (iii) alteration of the account holders or their Representatives; and (iv) closure of the Current Account.

2. Intervention of the Representatives will only be accepted by the Bank via presentation of valid



## Part II

powers of attorney that attribute sufficient powers to this effect.

**1.5. Currency**

1. Current Accounts may be opened in currencies that constitute legal tender in Portugal or alternatively in another currency that is accepted by the Bank.

2. Current Accounts may receive credits and debits in any of the currencies accepted by the Bank, wherein the respective conversion shall be made at the reference exchange rate (for purchase or sale respectively) practised and disclosed by the Bank.

3. The valid currency is the base currency of the Main Current Account. Amounts stated in other currencies may be calculated, for purely illustrative purposes.

**1.6. Modalities of Transactions in the Current Accounts**

1. Transactions may be made in the Current Accounts via cheque, debit card, Payment Order or any other Payment Instruments, issued or accepted by the Bank, provided that such transactions comply with the transaction terms specified in the respective Accounts.

2. If the card account is associated with a joint current account, this account must be joint and several as regards transactions.

**1.7. Debits and Credits in the Current Accounts**

1. In addition to debits resulting from the initiatives of the respective account holders, Customers irrevocably authorize the Bank to make debits in the Accounts of all amounts resulting from agreements between the parties or which result from applicable legislation, in particular interest, fees, taxes, duties and tariffs for the products and services provided, in accordance with the Price List prevailing at each moment in time.

2. In the event that the Current Accounts do not have a sufficient balance in order for debits to be made for the purposes of payment or any amounts due to the Bank, the Bank is hereby authorised to make such debits, plus the respective late interest and taxes, in any account in which the same Customers are account holders or co-account holders in the Bank.

3. If there are not sufficient funds in any of the accounts referred to in the previous paragraph and the Bank intends to debit the Customers, interest at the base rate shall be incurred on the resulting overdraft, plus the prevailing late payment surcharge specified in the Price List and the respective taxes, without prejudice to the fact that the Customers must immediately regularise

the outstanding balance.

4. In the event that there are insufficient funds in the Current Account, the Bank reserves the right not to execute the debit, regardless of the nature of the operation, wherein the Customers shall be liable for the respective legal implications.

5. In addition to credits made at the Customers' initiative, the Bank shall credit the Accounts for all amounts resulting from agreements between the parties or which result from applicable legislation, in particular interest, dividends and other earnings to which the Customers are entitled, minus any fees, duties and taxes.

6. After amounts are deposited in the Accounts, they will only be made available after they have been effectively settled.

**1.8. Cheques**

1. The cheque book will be delivered by the Bank to Customers in person, in the Bank's premises, unless the Customer expressly requests that it be sent by mail, in which case the Customer assumes responsibility for any irregularity verified in the sending thereof, and wherein the Bank declines any responsibility for abusive use of the cheques.

2. The Customer shall expressly confirm reception of the cheques in the Bank, and shall assume full liability for any abusive use thereof.

3. All fiscal charges and fees inherent to the cheque books will fall due and be demanded at the time when the cheques are personalised.

4. The cheque-books supplied may have a maximum validity date printed on the cheques, after which they may longer be filled and issued, and should be returned to the Bank.

5. Nonetheless, the Current Account holder recognizes that the Bank has the option, if it so decides, to pay any cheque that may have been issued after the maximum validity date, provided that it is presented in accordance with the terms specified in the Uniform Law in Relation to Cheques.

6. When a cancelled cheque is presented for payment, the Bank reserves the right to carry out a prior consultation with the Customers, in order to confirm whether or not the instruction transmitted by the latter, at the time of cancelling the cheque, remains in force for the specific cheque in question.

7. Whenever use of cheques is rescinded, the Bank will proceed in conformity with prevailing legislation, in particular will notify the Bank of Portugal that it should include the Customer's name in the list of cheque-users who constitute a risk.

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8. The Bank is obliged to supply to the judicial authorities, when the latter request evidence of the reasons for non-payment of a cheque, a declaration of an insufficient account balance, with indication of the amount deposited in the account, and also all the identification elements of the person drawing down the cheque and a copy of the respective signatures sheet.

## 2. Payment Operations

### 2.1. Scope of Application

**1. Payment Services:** The present section applies to the following payment services: (i) services that make it possible to deposit or withdraw cash in an Payment Account, and also all operations required for management of this account; (ii) execution of Payment Operations (including those whose funds are covered by a credit line), such as direct debits, use of a payment card or similar device and Bank transfers; (iii) issue or acquisition of Payment Instruments; (iv) sending funds; (v) Payment Initiation Services and (vi) Account Information Services.

**2. Territoriality:** This section applies (i) to Payment Operations made in the currency of a Member state, provided that both the Applicant's Payment Services Provider and the Beneficiary's Payment Services Provider or the sole Payment Services Provider intervening in the Payment Operation, are based in Portugal or where one of the providers is based in Portugal and the other provider, in another Member state of the European Union; (ii) to Payment Operations carried out in a currency other than that of a Member state, provided that both the Applicant's Payment Services Provider and the Beneficiary's Payment Services Provider or the sole Payment Services Provider intervening in the Payment Operation, are based in Portugal or where one of the providers is based in Portugal and the other provider, in another Member state of the European Union; (iii) to instalments of the Payment Operation made in Portugal in any currency, provided that one of the Payment Services Provider is based in Portugal and the other is based outside the European Union.

**3. Exclusion:** Unless there is an agreement between the Bank and the Customer, the present section does not apply to payment services that encompass implementation of a Payment Operation: (i) made exclusively in cash without passing via a Payment Account and without intermediation of the Bank; (ii) based on cheques, letters, promissory notes, counterfoils, postal orders and other comparable means of

payment in a paper format; and (iii) in relation to or deriving from the provision of investment services.

**4. Currency:** With exception of clause 2.13 of Part II of the present General Terms in relation to execution deadlines, and unless there is an agreement between the Bank and the Customer, the present section applies to payment made in Euros or in the currency of a Member State that does not pertain to the Euro zone.

**5. Market Uses and Conventions:** In the event that other market uses or conventions prevail, these may be applied by the Bank, under the terms which are subsequently defined.

### 2.2. Individual Payment Operations

1. After the amount of an individual Payment Operation is debited from the Customer's Current Account, or after execution of an individual Payment Operation, as appropriate, the Bank will supply the following information to the Customer:

- a. A reference that permits the Customer to identify each Payment Operation and, if appropriate, information concerning the Applicant or Beneficiary, as appropriate;
- b. The amount of the Payment Operation in the currency in which the debit, or credit is made, as appropriate, in the Customer's Current Account or in the currency used in the Payment Order;
- c. The amount of any charges associated to the Payment Operation and, if appropriate, the respective itemized breakdown, or the interest owed by the Customer;
- d. If appropriate, the exchange rate applied to the Payment Operation by the Bank, and also the amount of the Payment Operation after this monetary conversion;
- e. the Value Date of the debit or Value Date of the credit, as appropriate.

2. The information mentioned under section 1 regarding individual Payment Operation shall be provided or made available by the Bank on a regular basis, and at least once a month, so that the Customer will be able store and reproduce unaltered information. The Bank ensures that this information will be sent on paper or in another durable format once a month and free of charge to the Customer.

### 2.3. Consent, authorisation and revocation of consent

1. The Payment Order will be issued in the agreed form and will be authorised, via the agreed means, by the Customer. The Bank may, at its discretion, refuse a Payment Order that does not respect the agreed form or in the event that the

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Customer has not provided his consent.

2. In execution of a Payment Order, the Bank will only be bound by the Unique Identifier of the Beneficiary, although additional information may be provided.

3. Consent should be provided by the Customer prior to execution of the operation, unless it has been agreed between the Customer and the Bank that such consent will be provided at a later moment in time.

4. The Customer's consent to perform a Payment Operation may also be given through the Beneficiary or the Payment Initiation Service Provider, in accordance with the technical and operational rules in force.

5. If the consent described in the previous sections is not provided, the Payment Operation is considered to not have been authorised.

6. The Customer may revoke consent at any time, but no later than the point in time of irrevocability set out in Clause 2.11 of these General Terms.

7. Consent given by the Customer to perform a set of Payment Operations may also be revoked, whereby any subsequent Payment Operation must be considered unauthorised.

#### **2.4. Expense limits for the Use of Payment Instruments**

By means of agreement between the Customer and the Bank, a maximum expense limit may be established for the use of each Payment Instrument.

#### **2.5. Blocking Payment Instruments**

1. The Bank reserves the right to block a Payment Instrument on objectively founded grounds related to:

- a. The security of the Payment Instrument;
- b. Suspicion of fraudulent or unauthorized use of this instrument; or
- c. A significant increase of the risk that the Customer may not be able to fulfil his payment responsibilities, in the case of a Payment Instrument with an associated credit limit.

2. In these cases, the Bank will attempt to inform the Customer of blocking of the Payment Instrument and the respective justification, if possible prior to blocking the Payment Instrument or, at the very latest, immediately after the respective blocking, unless such information cannot be provided due to objectively founded security factors or is prohibited due to other applicable legal provisions.

3. As soon as the grounds that led to such blocking no longer exist, the Bank will unblock

the Payment Instrument or substitute it by a new instrument.

#### **2.6. Customer's Obligations in relation to the Payment Instruments**

1. The Customer entitled to use a Payment Instrument will assume the following obligations before the Bank:

- a. Use the Payment Instrument in accordance with the conditions governing its issue and use. For this purpose, the Customer shall take all reasonable measures, especially when receiving a Payment Instrument, in order to preserve the effectiveness and security of his personalised security credentials (specifically access codes such as the PIN, password or user data) in order to impede any unauthorized use; and
- b. Inform the Bank, without any unjustified delays, immediately after learning any of the following:
  - i) The loss, theft, abusive appropriation or any unauthorized use of the Payment Instrument or the means that enable it use. This fact shall also be communicated to the police authorities;
  - ii) Registration of any operation that the Customer has not authorized, in the associated Current Account; and
  - iii) Errors or irregularities in the accounting records in the associated Current Account.

2. For the purposes of this clause, the account holder may contact the Bank, 24 hours a day, via the telephone or email indicated in the Annex (Useful Contacts).

3. If the communication is made via telephone the conditions governing telephone communications shall apply, in particular in relation to the identification conditions of the account holder and the validity of the communication, in force at each moment between the parties.

#### **2.7. Unauthorised Payment Operations**

##### **2.7.1. Conditions for Exercising the Right of Rectification**

The Customer has the right to request rectification by the Bank if, after becoming aware of an unauthorised or incorrectly executed Payment Operation that leads to a claim, he or she notifies the Bank of the transaction as soon as he or she becomes aware thereof, without unjustified delays and within a time frame never greater than 13 (thirteen) months from the related debit date.

##### **2.7.2. Rectification**

Rectification of an unauthorized or incorrectly executed Payment Operation shall take place under the terms of the legal and contractually established conditions in terms of sharing responsibility between the Customer and the



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Bank.

### 2.7.3. Customer's Liability

1. In the event of unauthorised Payment Operations owing to the loss, theft or misuse of the Payment Instrument, with a breach of confidentiality in respect to the Personalised Security Credentials attributable to the Customer, the Customer must bear the losses relating to such transactions within the limit of the available balance or credit line linked to the account or Payment Instrument, up to the maximum amount of €50 (fifty euros).

2. The Customer shall bear all the losses resulting from unauthorised Payment Operations if these are due to fraudulent acts or deliberate non-compliance with one or more of the Customer's obligations as specified in the law and in the present General Terms, in which case the limits specified in the previous number shall not apply.

3. In the event of gross negligence by the Customer, the losses resulting from unauthorised Payment Operations shall be borne by the Customer up to the available balance limit or the credit line associated to the account or to the Payment Instrument, even if higher than €50 (fifty euros).

4. After having carried out the notification specified in clause 2.6 of Part II of the present General Terms, the Customer shall not be liable for any of the financial consequences resulting from the use of a lost, stolen or abusively appropriated Payment Instrument except in the event of fraudulent action.

### 2.7.4. Bank's Liability

1. Without prejudice of the provisions set forth in previous clauses, if the Bank is deemed liable, it should immediately reimburse the amount of the unauthorised Payment Operation after it has been made aware of the transaction or after the transaction has been disclosed to it and, in any event, by no later than the end of the first business day following its awareness or disclosure of the transaction.

2. The Bank is not obligated to carry out any reimbursement in the time frame described in paragraph 1 above if it has reasonable grounds to suspect fraud on the Customer's part and discloses such grounds in writing, in the indicated time frame, to judicial authorities in accordance with criminal and criminal procedural law.

### 2.8. Authorised Payment Operations

1. The Customer is entitled to full reimbursement, by the Bank, of the amount resulting from an authorised Payment Operation, launched by the

Beneficiary or via the Beneficiary, that has already been executed, in the following circumstances:

a. The authorisation does not specify the exact amount of the Payment Operation at the time on which the authorization was granted; and  
b. The amount of the Payment Operation exceeds the amount that can be reasonably expected from the Applicant, on the basis of previous expenses incurred, under the terms of the present Agreement and in the specific circumstances of the case in question.

2. For the purposes to that which is specified in paragraph b) of the previous number, the Customer cannot base his reasoning upon factors related to the exchange rate, in the event that a reference exchange rate has been applied agreed with the Bank under the terms of clause 3.11 of Part I of the present General Terms.

3. Without prejudice to the terms established in number 1, the Customer shall not be entitled to reimbursement, if he has directly communicated to the Bank his consent in relation to execution of the Payment Operation and, if appropriate, in the event that the Bank or Beneficiary have provided or made available information to the Customer concerning the future Payment Operation via agreed channels, at least 4 (four) weeks prior to execution.

4. The Customers entitled to present a reimbursement request, under the terms of number 1, during a period of 8 (eight) weeks counted from the date on which the funds have been debited.

5. Within a deadline of 10 (ten) Working Days counted from reception of the reimbursement request, the Bank shall make the reimbursement or present a justification for refusal thereof.

6. Without prejudice of sections 4 and 5 above, the Customer is entitled to be unconditionally reimbursed for the direct debit transactions mentioned under number 1 of Regulation (EU) no 260/2012, within 8 (eight) weeks from the date on which the funds were debited.

### 2.9. Time of Reception of a Payment Order

1. The time of reception of a Payment Order is:

a. The time on which the Payment Order transmitted by the Customer is received by the Bank, if this has been received prior to the agreed Cut-off Time and during a Working Day;

or

b. The time agreed between the Bank and the Customer in order to start execution of the Payment Order.

2. Payment Orders received after the agreed Cut-off Time or on a day that is not a Working

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Day, shall be considered to be received on the Next Working Day.

**2.10. Refusal**

1. In the event that all the conditions specified in the present General Terms are satisfied, the Bank may not refuse execution of an authorized Payment Order, regardless as to whether or not it has been issued by the Customer or by the Beneficiary or via the Beneficiary, unless there is a legal provision to the contrary.

2. In the event that not all the conditions specified in the present General Terms are satisfied, the Customer will be notified of an eventual refusal of a Payment Order and, if possible, the inherent reasons related thereof and the procedure to be followed in order to rectify the eventual factual errors that led to this refusal, unless there is a legal provision to the contrary.

3. The Bank shall provide or make available the notification specified in the previous paragraph, via the agreed channel and as quickly as possible, within the maximum execution deadline set in clause 2.13.1 of Part II of the present General Terms.

4. All the charges associated to notification in the event that the refusal may be objectively justified shall be borne by the Customer.

5. A Payment Order whose execution has been refused under the terms of clause 2.13 shall be considered as if it had not been received, i.e., formally refused.

**2.11. Irrevocability**

1. Except for the provisions established in numbers 2 to 4 of the present clause, a Payment Order may not be revoked by the Customer after it has been received by the Bank.

2. Where a transaction is initiated by a Payment Initiation Service Provider, on behalf of or through the Beneficiary, the Customer may not revoke the Payment Order after he or she has notified the Beneficiary of the said order or of his or her consent to the carrying out of the Payment Operation or given his or her consent to the Payment Initiation Service Provider to initiate the Payment Operation.

3. In the event of a direct debit and without prejudice to reimbursement rights, the Customer may revoke the Payment Order up to the end of the Working Day prior to the date agreed for debiting the funds.

4. In the case specified in numbers 1 b) and 2 of clause 2.9 of Part II of the present General Terms, the Customer may revoke the Payment Order up to the end of the Working Day prior to the agreed

date.

5. In the event of revocation of a Payment Order, the Bank shall apply the respective charges to the Customer.

**2.12. SEPA Direct Debit****2.12.1. Scope**

SEPA Direct Debit is a means of originating Direct Debits/making a Direct Debit payment in euro across the Single Euro Payments Area (SEPA).

There are two SEPA Direct Debit schemes: (i) SEPA Core Direct Debit, and (ii) SEPA B2B Direct Debit. The Core scheme can be used for the collection to debtors that are consumers or companies. The B2B scheme is specially developed to undertake payments/collections between companies. For the purpose of participation in SEPA Direct Debit Schemes, micro-enterprises should be treated as individuals/consumers.

The European Payments Council (EPC) has published separate rulebooks governing both schemes. Where Bankinter allows the Customer to make payments under a particular scheme, Bankinter must comply with the latest version of the rulebook for that scheme.

**2.12.2. Customer rights**

The Customer may request that Bank to (i) limit a direct debit collection to a certain amount or periodicity or both; (ii) block any direct debits to its Payment Account; (iii) block any direct debits initiated by one or more specified payees; or (iv) to authorise direct debits only initiated by one or more specified payees.

The Customer may also request the Bank where a mandate under a payment scheme does not provide for the right to a refund, to verify each direct debit transaction, and to check whether the amount and periodicity of the submitted direct debit transaction is equal to the amount and periodicity agreed in the mandate, before debiting their Payment Account, based on the mandate-related information. The Bank will provide information to the Customer without undue delay of how the Customer may exercise those rights.

Where the Customer makes a payment by SEPA Direct Debit under the Core Scheme, unless agreed otherwise, the Customer may request a refund for the payment within 8 weeks of the date on which the payment was debited from the Customer's account. This right is in addition to the Customer's right to claim a refund for any unauthorised payment within 13 (thirteen) months of the payment.

The Customer may request that Bankinter

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obtains all relevant information, including any Instruction, in relation to a SEPA Direct Debit. Bankinter will provide this to the Customer without undue delay.

**2.13. Execution Deadlines and Value Date****2.13.1. Execution deadlines**

1. When the Bank receives a Payment Order for payment in the European Community, the Bank shall make the credit in the account of the Payment Service Provider of the Beneficiary held at the respective payment institution, as follows:

a. If the Payment Order is issued in an electronic format and in Euros, up to the end of the first Working Day after the date of reception of the Payment Order as described under Clause 2.9;

b. In the event that the Payment Order is issued in a paper format, the deadlines specified in the previous paragraphs will be extended for an additional Working Day;

2. In the event that the Bank acts as the Beneficiary's service provider, the Value Date will be established and the amount of the Payment Operation will be made available in the Payment Account, held by the Beneficiary after the date of reception of the funds by the Bank, as specified in clause 2.13.4. of Part II of the present General Terms.

3. In the event of payments made via the Direct Debit System and where the Bank acts as the Beneficiary's service provider, payment orders issued by the Beneficiary or via the Beneficiary to the Applicant's Payment Service Provider will be transmitted within the deadlines agreed between the Beneficiary and the respective Payment Services Provider, in order to enable settlement, of the direct debits on the agreed execution date.

**2.13.2. Deposits in Cash in a Payment Account**

In the event that a cash deposit is made in the Payment Account, held by the Customer in the Bank and in the currency of the Payment Account, the amount will be provided immediately after the date of reception of the funds and with a Value Date that will coincide with this date.

**2.13.3. National Transfers**

1. For credit transfer, and between accounts held at the Bank, the Bank shall credit the Beneficiary's Account on the same day that it receives the Payment Order, wherein the Value Date and the date of provision of the funds shall be the date of the credit.

2. For credit transfer SEPA + and if payment if the payment is to be made to an account that is not held at the Bank, the Bank shall make the credit

to the institution in which the Beneficiary's account is held, up to the end of the Working Day after the day on which the Bank received the Payment Order. If the Payment Order is issued in a paper format, the Bank may credit the Beneficiary's account up to the end of the second Working Day after the day on which the Bank received the Payment Order.

3. For the purpose of the provisions of the present clause, the time of reception of the Payment Order will be determined in accordance with clause 2.9.

**2.13.4. Value Date and Availability of Funds**

1. When the Bank acts as the provider of services for the Beneficiary:

a. The Value Date credited in the Customer's Payment Account will be, at the limit, the Working Day on which the amount of the Payment Operation is credited in this payment account.

b. The amount of the Payment Operation will be made available to the Customer immediately after having been credited to the Payment Account provided that the Bank does not need to convert currencies or, where such conversion is necessary, it will be performed between the euro and the currency of a Member state or between the currencies of two Member States.

2. If the Bank is provider of services of the Beneficiary and of the Applicant, the obligation foreseen in the previous number shall also apply to payment within one Payment Service Provider.

3. In the situations not specifically foreseen in the present General Terms it shall be applicable the Value Date and availability of funds as defined in the Pricing List prevailing at each moment in time.

4. When the Bank acts as the provider of services for the Applicant, the Value Date of the debit in the Payment Account of the Customer cannot be prior to the time on which the amount of the Payment Operation is debited in this Payment Account.

**2.14. Responsibility of the Bank for Non-Execution or Deficient Execution of Payment Operations**

1. The Bank will be responsible for correct execution or transmission, as appropriate, of the Payment Order issued by the Customer, and also for processing of the Payment Operation under the terms of number 1 of clause 2.13 of Part II of the present General Terms, without prejudice to the terms established in clause 2.7 of the present General Terms and the following number.



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2. If a Payment Order is carried out with the Unique Identifier, it shall be considered to have been carried out correctly for the Beneficiary identified with the Unique Identifier.

3. If the Unique Identifier provided by the Customer is incorrect, the Bank shall not be responsible for the failure to process or the incorrect processing of the Payment Operation.

4. The Bank shall only be responsible for carrying out Payment Operations with the Unique Identifier of the Beneficiary, even if additional information may be provided.

5. Where the Bank acts as the Applicant's service provider and provided that the Bank is responsible, according to paragraph 1 of this clause, the Customer shall be entitled to be reimbursed by the Bank for the amount of the unprocessed or incorrectly processed transaction and, in this case, to have the Payment Account debited restored to the status wherein it would be if the incorrect processing of the Payment Operation had not occurred.

6. Where the Bank acts as the Beneficiary's service provider and provided that the Bank is responsible, according to paragraph 1 of this clause, the Customer will be entitled to have the Payment Order in question resent by the Bank to the Applicant's service provider.

7. In the cases described in the previous paragraph, the Customer must provide the Bank with any information requested of him or her as is necessary to resend the Payment Order, and will cooperate with the Bank for this purpose namely by resending his or her details.

8. In addition to the provisions set out above, the Bank shall also be liable to the Customer for any fees for which the Customer is responsible and for any interest to which the Customer is subject owing to the failure to process, or incorrect processing of, a Payment Operation.

9. Irrespective of the Bank's obligations as set forth in this clause, at the Customer's request, the Bank must undertake to trace the Payment Operation and notify the Customer of any results it obtains.

10. The Bank shall collect from the Customer any fees resulting from funds returned in a Payment Operation carried out with an incorrect Unique Identifier provided by the Customer.

### 3. Term Deposit Accounts, Savings Accounts and Financial Investments

1. Constitution and settlement of term deposit accounts, savings accounts and financial investments, and also transactions determined

by the latter, in particular crediting of interest, shall always be made in the Current Account associated for this purpose.

2. Constitution of such accounts shall be formalized by a notice or in the Statement of the associated Current Account, that shall specify the conditions agreed with the Bank, in particular the amount, currency, interest rate and period of constitution.

3. Following a specific request to this effect made by the Customer, one or more accounts may be opened with automatic or non-automatic transfer instructions, to/from the Main Current Account.

4. Opening of such accounts, and also the minimum value of transfers, is set by the Bank.

5. Unless another condition has been agreed, or unless extension of the time period has been determined by the Customer up to 15 calendar days prior to their maturity dates, these accounts will be automatically extended for periods identical to the previous time period, unless there is an agreement to the contrary between the parties.

6. The Customer may settle these accounts, prior to their maturity dates, by means of payment of the penalty payment defined in the Price List.

7. Customers assume full responsibility for the risks of all investments made, in function of the respective nature and type, in particular those arising from depreciation of the investment, alterations in the tax regime, variation in the capital markets or other.

### 4. Bankinter Cards

#### 4.1. Issue

1. The present General Terms govern the issue and use of credit and debit cards (herein individually designated as "Card" and jointly as "Cards") issued by the Bank, wherein these shall be constituted in accordance with the special conditions of credit and debit cards and the Price list.

2. The Cards will be issued in a plastic format and constitute the Bank's property. The card will include the Bank's denomination and the full or abbreviated name of the account holder who may use the Card, which is personal and non-transmissible.

3. When requesting issue of a Card, the account holder undertakes to adhere to, accept and comply in full with the present contractual conditions. Approval of issue of the Card by the Bank depends upon prior positive appraisal of the account holder's credit risk and financial and

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economic conditions. The account holder authorises the Bank to consult the Centralised Credit Liabilities Database of the Bank of Portugal, the database of Credinformações – Informações de Crédito, Lda. and ALF – the Portuguese Leasing and Factoring Association, and also the public list of executions or anybody concerning credit and commercial information related to the account holders, and also, during the validity period of the present Agreement, update the aforementioned information, by consulting the aforementioned databases.

4. Along with the Card, a pin number is also issued to the cardholder, which allows the Card to be used in transactions performed online, when the identification of the cardholder and/or validation and authorization of the transaction depends on the use of the pin number. When the first Card is issued, it is sent to the address provided by the cardholder in the application form or on file at the Bank; to obtain the pin number and activate the Card, the instructions sent in the letter accompanying the Card must be followed. Any replacement Cards are sent to one of the addresses indicated above, with the same pin number being used. When the user receives the Card, their signature must be affixed to the reverse side of the Card, for the purposes of using the card in transactions. The signature must also be registered with the Bank, unless it is already on file.

5. The agreement is considered to be signed when the account holder receives the Card and a copy of the present Agreement, already subscribed by the Customer, without prejudice to the right of revocation specified in the law or in the special conditions.

6. The Agreement shall remain in force for a period of 1 (one) year, and shall be automatically renewed for equal periods of time, unless it is denounced by any of the parties in accordance with the general terms. Each Card is issued with the expiry date inscribed in the plastic format. The minimum validity period is 1 (one) year. The Bank will send a substitution Card to the account holder's address at least 1 (one) month before the expiry date of the existing Card. The account holder may oppose the issue of a new Card, informing the Bank of this decision up to 1 (one) month prior to the expiry date of the existing Card.

#### 4.2. Use

1. Without prejudice to the specific benefits and functions of each type of Card, the Cards permit the account holder to carry out the following

operations, in person and/or automatically, in establishments that adhere to the payment system of each Card:

- a. Payment or reservation of transactions that the Customer carries out for proposes to carry out;
- b. Cash withdrawals, Bank transfers and other operations involving transaction of funds; and
- c. The card can also be linked to third party payment applications (Apps) with which the Bank is affiliated.

2. All credit cards issued by the Bank have two functions in national territory, i.e. they benefit from a credit and debit function in the Automatic Teller Machine (ATM) network. Abroad these cards only function with a credit function.

3. Possession and use of the Card by the account holder should be made in accordance with the rules and procedures communicated by the Bank, in particular those defined in the present Agreement, whose compliance by the account holder will make it possible, under normal circumstances, to prevent and avoid illicit, abusive or deficient use of the Card.

#### 4.3. Operating rules

1. The card holder will be levied charges for issue, delivery, use, communications and administrative tasks, renewal and cancellation of Cards, in accordance with the terms and amounts indicated in the Price list. The card holder is, in particular, obliged to pay remuneration and/or late interest in the event deferred payment and/or delay in the payment of any amount due to the Bank, whose payment conditions and rates are indicated in the Price list.

2. Transactions undertaken in non-legal tender in Portugal will be debited for the equivalent value resulting from applying the exchange rate set by the card payment system management institution, subject to the specific fees established in the Price List. Transactions undertaken subject to advanced security measures or due to risk may be subject to special fees, which the Bank will inform the holder of in advance. The Bank may, informing the holder in advance, unilaterally change the interest rates, exchange rates and applicable charges, based on market variations, notwithstanding its compliance with the provisions of clause 3.12.1. of Part I of these General Conditions.

3. The card holder is responsible before the Bank of payment of all amounts due from it under the terms of these General Terms, in particular for use of the Card as a means of payment or for cash withdrawals or in the form of charges.

4. The Card may be used in operations made with

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manual devices or means or using electronic means, wherein the card holder should place a priority on the use of electronic means which, under normal circumstances of the system's operation, make it possible to reduce risk, normally by cross-checking, in real time, the information registered in the Card and in the files to which the payment system has access.

5. The card holder should not permit another person to hold or use the Card and should adopt all precaution measures in order to ensure that no one else knows the respective PIN, in particular keep the PIN in a confidential matter, destroying the Bank's communication that specified the PIN and not reproduce or register it in any manner.

6. In order to use the Card in the permitted operations, the card holder shall proceed as follows:

a. Use a valid, signed Card, in a good state of conservation;

b. Use the PIN, in order to guarantee its confidentiality, in operations that require the respective use, in particular for the purposes of accessing the payment system, validating an operation and transmitting instructions;

c. Only use the Card in establishments and/or facilities identified as adherents or members of the Card's payment system;

d. Present the Card in establishments where Customer attendance is in person or achieved via material means and permit its use by the staff of these establishments solely for the purpose of checking its validity and for its passage in manual or electronic devices in order to implement operations;

e. Provide personal identification, by a legally accepted means, when so requested in these establishments and enable comparison of the signature used in the operation with that contained in the legally accepted ID document;

f. Confirm and sign the operation document presented by the establishment, in accordance with the signature written on the back of the Card, and keep one copy of this document; and

g. Comply with the operating rules governing use of the Card and implementation of operations in establishments or Automatic Teller Machines (ATMs), in particular those transmitted in the respective screens, and store the receipts or other documents issued in these establishments or Automatic Teller Machines (ATMs).

7. The individual or total value of the operations that the card holder may carry out with the Card may not exceed, at each moment in time, the authorized credit limit.

8. The card holder upon signing the operation document or entering the PIN and the authorization key of the operation, in the adhering establishment, will execute the authorisation and validation procedures of the Payment Operation, cash withdrawal or other operation that the card holder intends to carry out, and therefore accepts that, at that moment in time or subsequently, the Bank or the body which the Bank has mandated in order to comply with the received instructions may, as a consequence, demand payment from the card holder of the monetary amounts credited to it, under the agreed conditions.

9. The card can also be used to purchase goods and services, without the need for it to be presented physically, namely as part of e-commerce transactions. To do so, the card holder must indicate the card number and other details requested, and may be asked to provide Strong Customer Authentication, in the form of a one time password (OTP) or via the Bankinter Mobile App or any other method used in the banking sector to this end.

10. In the case of Operations made with electronic devices or means, the Bank undertakes to keep the essential details of these records for a period of 10 (ten) years after the transaction, and also provide to the card holder, at the latter's request, the confirmatory documents that it has of any operation, in order to permit, when necessary, the respective verification.

11. The card holder undertakes to comply with and not revoke the instructions that it has given with the Card, and may only do so under the terms of clause 2.11 of Part II of the present General Terms.

12. In accordance with the regulations of Visa International, there are certain transactions for which it is not necessary to place a signature or PIN, e.g. reservations in hotels, bookings and purchases of tickets for live performances, low value transactions, for which the card holder will always be responsible for the respective amounts until proof to the contrary. In transactions involving mail orders and telephone orders, the card holder is obliged to indicate the security code, in accordance with the rules defined by Visa International, that corresponds to the last three digits printed on the back of the Card, to the right-hand side of the card holder's signature.

13. When using your contactless card, check the transaction, place your card over the terminal and keep a copy of the transaction receipt. The pin verification step may be waived for small



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sums. The use of the card without introducing the pin number is limited to maximum threshold per transaction, consecutively and on a daily basis, established by the Bank pursuant to the instructions in force in the banking sector and displayed on its website.

14. Whenever the Card Holder uses the card for a non-face-to-face transaction, making recurring payments to a particular merchant and/or authorising the same merchant to reuse these details to take payment for future transactions, it is expressly agreed and authorised that, in order to ensure that the respective payments can continue to be processed, in the event of renewal or replacement, for any reason, of that card, there will be no need to amend any card details, and the updated card details may be made available directly to that merchant, through the current Payment System, with the exception of MB Net card(s), or, in the event of risk or security reasons that rule out this option, and/or if the Card Holder communicates to the Bank, expressly and in writing, that they do not wish to make use of this service. In the case of recurring payment orders using the card, it is the Card Holder's sole responsibility to inform merchants whenever they intend to change or terminate these payments, separately from the process of renewing or replacing the card.

#### 4.4. Account Statement and Payment of the Debt to the Bank

1. The Bank records in a Bank statement, the details of the operations made with the Card, and also the charges debited to the account holder, including, when appropriate, the respective exchange rates. The aforementioned statement is closed at the end of the month, with calculation of the respective account balance, and will be made available or sent to the account holder up to the 10th day of the following month, in a paper format or another durable format, in conformity with the terms agreed with the Bank, to the respective domicile or address. The statement will also indicate the payment conditions of the respective balance, which may never be lower than 3% (three percent) of the outstanding balance (the minimum amount to pay) and will be carried out by means of a debit, authorised by the account holder, in the associated Current Account, at least 20 (twenty) calendar days after the issue date, with the date-value of the 20th day of the month after the issue date.

2. The value of full monthly payment will be the value of settlement in full of the balance used.

3. The value of the partial monthly payment will

be that resulting from calculation of a percentage agreed with the Bank of the outstanding capital plus interest, fees and taxes (to be paid in the following month).

4. In the event that the Customer chooses to make a partial monthly payment, interest and stamp duty will be due on the unsettled amount, to be paid in the following month.

5. The account holder may pay a percentage amount different from the minimum established amount provided that the Bank is previously informed of this fact, via the respective Manager, up to the 19th day of each month.

6. In the event that the associated Current Account does not have sufficient funds, this Current Account will be debited the higher of the following two amounts: i) 3% (three percent) of the outstanding balance or, alternatively; or ii) the current amount of €7,5 (Seven Euros and Fifty Cents), plus interest and the respective stamp duty on the value of the capital owed at each moment in time.

7. Whenever the Bank provides for this option, the Customer may repay their purchases and transfers in instalments, under the terms and conditions set by the Bank and notified to the Customer. The APR and total rate of cost (TAEG) shall never exceed the rates applicable to the Agreement.

8. The purchase and transfer amount will be repaid in monthly, fixed and successive instalments, for the period agreed between the Customer and the Bank, subject to remuneration interest, which adds to the amount due every month.

9. The account holder shall verify the amount and correction of the details of operations registered in the Bank statement and shall inform the Bank, within a maximum of 10 (ten) calendar days, after the date of receipt of the statement. In the event that the account holder disagrees with any of these details the latter shall inform the Bank, specifying the respective grounds and evidence underlying his disagreement, if this is possible. Complaints shall be presented in writing, in a specific form sent for this purpose to the Bank, and shall be appraised and decided within the deadline that Visa International, for this purpose, grants to Banks for resolution of conflicts, counted from the date of receipt of the complaint, obviously depending upon its complexity.

10. If no complaint is presented, the Bank shall presume that the account holder's accepts the details specified in the Bank statement and, in

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particular, the respective balance, for all legal purposes, wherein the Account Statement shall constitute for all due effects, the document confirming the account holder's debt before the Bank, that should be paid in accordance with the defined terms.

11. The account holder shall provide and maintain sufficient funds in the Current Account associated to the Card in order to enable, on the defined date, debit from the account of the amounts to the Bank under the terms of the present Agreement, for the purposes of paying the respective balance.

12. The account holder hereby authorises the Bank, on a subsidiary basis, in the event of total or partial insufficiency of funds in the associated Current Account, and if it so decides, to debit any amount owed, under the terms of this agreement from any other Current Account held by the account holder, and also to compensate these amounts with any credits held by the account holder in relation to the Bank or third parties.

13. The Bank, during the validity period of the present Agreement, shall supply, on the account holder's request, and free of charge, a copy of the credit amortization table.

#### 4.5. Validity

1. The Bank is entitled to demand that the account holder return the Card, and/or cancel it, by means of a written communication, in particular, when:

- a. Termination of this Agreement;
- b. It learns of any fact that affects the secure use of the Card;
- c. The account holder fails to comply, in part or in full, with any obligation arising from this Agreement and in particular reimbursement of capital, payment of compensatory and late interest, fees, expenses and charges, on the specified dates, whenever the following circumstances occur cumulatively: i) Lack of payment of 2 (two) successive credit instalments in excess of 10% (ten percent) of the total amount of the credit; and ii) The Bank has granted to the account holder a deadline of 15 (fifteen) calendar days in order to pay the overdue instalments, the respective late payment surcharge and has expressly advised the account holder of the effects of loss of the benefit of the time-period for paying the owed amount or dissolution of present Agreement, by means of sending a communication to the account holder, via a registered letter with

recorded delivery, or by any other written means;

d. In the event of the occurrence of any other cause of dissolution of the present Agreement, in accordance with clause 3.13.3 of Part I of the present General Terms.

2. The right to use the Card shall expire, in particular, when:

- a. The validity period of the Card expires or when the present agreement terminates;
- b. Upon the account holder's death, declaration of insolvency, interdiction, disqualification or disrespect.

3. In the event of termination of the present Agreement, the Bank shall be entitled to demand immediate payment of the full balance owed, and may, in particular, for this purpose, debit the respective amount from the associated Current Account.

#### 4.6. Security of the Cards

The account holder is responsible for conservation and correct use of the Card, and shall assume before the Bank the obligations established in clause 2.6 of Part II of the present General Terms.

#### 4.7. Miscarriage, Theft and Falsification

1. The Bank's responsibility for non-execution or deficient execution of a payment operation will be determined under the terms of clause 2.14 of Part II of the present General Terms.

2. The account holder's responsibility for unauthorized use of the card, in the event of its loss, larceny, theft or falsification, will be determined under the terms of clause 2.7.3. of Part II of the present General Terms.

3. In the event of fraudulent use of the card by a third party in remote payment of contracts, the account holder's rights and responsibilities shall be those resulting from the general conditions of the law.

4. The account holder is responsible for payment to the Bank of all duly justified expenses and charges, that the Bank has had to bear in order to make the enforce the impossibility of using the card, in the event of cancellation, miscarriage, larceny or theft, and hereby authorizes the Bank to debit the respective amounts from the associated Account, or any other account.

#### 4.8. Special conditions of the Credit Cards

1. The Credit Card is the card issued by the Bank in the account holder's name that enables the latter to use the credit granted by the Bank, for the purposes specified in the present General

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Terms.

2. The account holder, when adhering present General Terms, with objectives that are not related to his professional or commercial activity, may revoke his declaration accepting these terms, by means of a communication sent to the Bank, via registered letter with recorded delivery, sent within a maximum of 14 (fourteen) calendar days, or notification made, by any other means, within the same deadline of 14 (fourteen) calendar days, wherein this deadline will be counted from the date of receipt of the Card accompanying the contractually accepted conditions.

3. Revocation of the present Agreement does not imply any charge or obligation for the account holder who is entitled to restitution of the amount paid upon signature of the Agreement, minus any amounts paid by the Bank on account of taxes.

4. In the event that the account holder revokes the present Agreement, he shall immediately return the Card, duly unused, and also settle in full any amount that is owed to the Bank as a result of use of the Card as a Payment Instrument, within a maximum deadline of 1 (one) month.

5. After exercising the right of revocation, the account holder undertakes to pay the Bank the capital and interest due, counted from the date of signature of the present Agreement up to effective payment of the capital, without undue delays, within a maximum deadline of 1 (one) month after sending its communication. The daily nominal interest rate will be determined by reference to the nominal interest rate set in the Price list.

6. The maximum amount of credit (hereinafter called "Credit Limit") that the account holder may use is defined by the Bank on the date of signature of the present Agreement, in function of the account holder's financial conditions or solvability, and may be altered as a consequence of modification of these conditions.

7. The initial Credit Limit and its alterations will be communicated by the Bank to the account holder, and under no circumstances may be exceeded.

8. The credit that the account holder may use at each moment in time corresponds to the difference between the Credit Limit and the value of operations made with the Card, that have not yet been paid by the account holder. If

the Credit Limit is exceeded, with or without authorisation from the Bank, the account holder shall pay the excess amount, in full, immediately, under the terms specified in the present General Terms.

9. When the value of the transactions made with the Card are not promptly paid by the account holder, under the terms defined in the present Agreement, the Bank may agree with the account holder, on a case-by-case basis, deferred payment of this amount, in which case remuneratory interest will be due on this outstanding amount, calculated in accordance with the deferral period, at the interest rate practised by the Bank for the type and period of credit and communicated previously to the account holder, in conformity with the terms indicated in the Price list. If the account holder fails to comply with the deferred payment conditions, he shall be considered to enter into a situation of late payment and the Bank may debit late payment interest, on the amount and during the period of late payment or non-compliance, plus remuneratory interest, at the rate practiced at the time and communicated previously to the account holder in conformity with the terms indicated in the Price list. Interest, taxes, other charges and finally capital repayments shall be imputed, sequentially, to partial payments of the outstanding amount by the account holder. In the event that the account holder's debt is settled by another form of credit granted by the Bank, in particular via a Bank overdraft, the contractual conditions for this type of credit shall apply thereof.

10. When a credit card issued by the Bank also enables debit operations to be made and the account holder uses this faculty, the special conditions for debit cards shall apply to such operations.

11. The current account may be linked to several credit cards, which must be different products available from the commercial offerings. The same card can only be linked once.

#### 4.9. Special Conditions for Debit Cards

1. The Debit card is the card issued by the Bank enabling the account holder to use the balance in one or more Current Accounts, opened at the Bank, for the purposes specified in the present Agreement.

2. The Bank issues Cards under the brands Multibanco, Visa or under any other Visa product in the name of the account holder of the



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associated Current Account who requests the card or other persons designated by the account holder (hereinafter called "Users") who, for the purposes of the general Conditions are considered to be equivalent to the account holders. In Portugal, debt cards can be used to carry out the transactions set out in these General Terms and Conditions with the Multibanco network, at automatic teller machines (ATM) and automatic payment terminals (APT) and at merchants that accept VISA (provided they have an APT), and abroad, at VISA ATMs (with the VISA logo) and at VISA merchants with an APT.

3. The Card is solely intended for the personal and exclusive use of the account holder or User, who undertakes not to submit the Card to, or permit its use by, third parties or proxies, without prejudice to the possibility of issuing, when so requested, more than one card for the associated Current Account.

4. In order to carry out operations with the Debit card it is normally obligatory to use the PIN as a means of identifying and validating these operations. Use of the PIN by the account holder or by the User in an electronic device is equivalent to a digital signature that has the same legal value as a written signature. On an exceptional basis, use and validation of operations using this type of card may be made in specific equipment items without using the PIN, in certain conditions and limits (concerning amount or number of transactions or any other condition to be established by the system) in equipment items without PIN introduction. As per cards with a "contactless" function, where the cardholder simply needs to bring his card close to a specific reader, or in any other similar technological features offered by the Bank to the cardholder, in which case the cardholder is always responsible for the respective amounts, until proven otherwise.

5. The value of operations carried out using the Debit card via electronic means that make a real-time connection to the Bank, shall be debited at the time of carrying out the operation, in the associated Current Account. When operations are made in conditions of deferred connection, the amount will be debited at the time when this connection is established or when the details of the operation are communicated to the Bank, after carrying out the operation. The account holder hereby

authorizes debits in the associated Current Account for operations carried out using the Card, without prejudice to the possibility of filing a complaint.

6. Use of the Card as a means of payment or making cash withdrawals is only possible if the account holder has available liquid funds in the associated Current Account, except when, an agreement has been established between the account holder and the Bank, for concession of credit in a Bank overdraft regime, in which case it will be possible to use the card up to the maximum available amount of this Bank overdraft, wherein the conditions agreed for the Bank overdraft shall apply to the use of such credit.

7. The details of the operations made with the Card are included by the Bank in the Account Statement of the associated Current Account.

8. In the event of depositing any amounts in Automatic Teller Machines (ATMs), such amounts shall be placed within the envelope provided by the Automatic Teller Machine (ATM) and the description of the amount registered via the keys of the Automatic Teller Machine (ATM) must coincide with the contents of the envelope.

9. The account holder and User expressly authorize the Bank to open the envelope specified in the previous number and check its contents. Such checking shall be made by two staff members of the Bank branch where the deposit is made, and the respective content will be communicated to the account holder. In the event of a divergence with the amount declared by the account holder there will be the faculty of filing a complaint. Crediting of the amounts deposited in the Current Account associated to the Card depends upon their correct settlement.

10. The account holder's liability for uses of the card prior to the notification to the Bank of an incident, is limited to the balance available in the associated Current Account on the date of the first irregular operation, including credit granted by means of a Bank overdraft, or other facility, that has been agreed between the account holder and the Bank.

11. When the Cards are cancelled, either at the initiative of the Bank or the account holder, a deadline will be set, after which the Card may not be used.

12. In the event of death, prohibition or disqualification of the account holder or user, the right to use the Card will terminate, and the

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respective heirs or legal representatives shall immediately return the Card to the Bank, without prejudice to liabilities deriving from use of the Card.

13. The right to use the Card shall be terminated or suspended in the event that the associated Current Account is cancelled or no available funds exist therein.

## 5. Service of Registration, Deposit and Transmission of Orders on Behalf of Third parties

### 5.1. Activation of the Service, Accounts and Transactions Thereof

1. The service of order reception, transmission and execution on behalf of third parties and of the service of registry and deposit (hereinafter called the "Services") is activated with the first transaction carried out by the Bank to open a "Financial Instruments Deposit and Registration Account" (Securities Dossier), associated with a Main Current Account with the same characteristics (account holders, account access terms, correspondence address).

2. The Bank is responsible for informing the Customers, via the Account Statement of the Main Current Account or via any other means available to the Bank, of the account number attributed to the Financial Instruments Deposit and Registration Account.

3. The registered or deposited financial instruments shall be held in a regime of identical co-ownership between all the account holders of the Financial Instruments Deposit and Registration Account.

4. The Customer may request that other financial instruments registration and deposit accounts associated to the same Main Current Account be opened provided that the Bank grants its consent thereof. Furthermore, acquiring certain services or products may lead to secondary accounts being opened.

5. The financial instruments registration and deposit accounts opened in accordance with the previous section will only be accessed in relation to the services provided for financial instruments and in accordance with any rights exercised on financial instruments in custody.

6. Transactions in the accounts referred to in number 4 may be made by any of the account holders of the Main Current Account, via a mandate that is hereby conferred to them, between all the account holders of the associated

Current Account.

## 5.2. General Aspects

### 5.2.1. General Principles

1. Bankinter, S.A. is a banking institution and has been duly authorised and regulated by Banco de España and by Comisión Nacional del Mercado de Valores.

2. The Bank is authorised, whenever necessary or convenient or required by local practices in the jurisdiction in which it is operating, to register its Customers instruments in an omnibus account opened in the Bank's name, on behalf of its Customers, with a sub-custodian contracted for this purpose or belonging to a central securities depository.

### 5.2.2. Customer Classification Policy

1. The Bank has adopted and complies with a Customer Classification Policy, consistent with the legal and regulatory rules in force.

2. The Customer shall be classified as Professional, Non-Professional or Eligible Counterparty, and shall be informed by the Bank of the classification assigned and the possibility, in accordance with the rules in force, and with the Bank's consent, of changing such classification.

3. Professional Customers that are accepted and confirmed as such by the Bank, may sign other agreements with the Bank for the provision of services related to the registration and deposit and/or execution of operations related to financial instruments, prevailing the contractual terms established therein over the corresponding terms of this Agreement, in particular with regards to protection and information rules and the applicable prices.

### 5.2.3. Conflict of Interests Policy

The Bank has implemented and follows a conflict of interests policy based on the legal and regulatory rules in force, in order to adequately protect and safeguard Customers' interests. This policy is available and may be consulted in the Bank's sales channels.

### 5.2.4. Execution and Transmission of Orders Policy

1. The Bank has implemented and complies with an Execution and Transmission of Orders Policy, consistent with the legal and regulatory rules in force, which is provided in advance to all its Customers; any order which is transmitted through the Bank will be processed in accordance with the rules established in the current version of this policy.

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2. It is the Bank's responsibility to disclose the policy in force at each moment in time, ensuring that it is tailored to the legal, regulatory and market rules and also to its own specific internal procedures.

3. The Customer hereby declares that he has received and accepts the Execution and Transmission of Orders Policy.

4. Without prejudice of the provisions of the preceding paragraphs, other execution and transmission of orders policies may be defined, for the specific purposes of particular investment services, where this is advisable given the nature and speciality of such services.

#### 5.2.5. Customers' Asset Segregation Policy

The Bank has implemented and complies with a set of principles and rules intended to ensure that its Customers' assets are adequately segregated, providing, in all instances, for separation between its Customers' assets and the securities in its own portfolio.

#### 5.2.6. Assessment of the Adequacy of Operations

1. The Customer shall provide all the information requested and deemed necessary in order to the Bank assess his knowledge and experience in investment matters, with regards to the type of financial instrument in question or the service considered, thus permitting the Bank to assess whether the operation is appropriate to the Customer's profile and whether the Customer understands the risks involved.

2. Without prejudice to any legal provisions, the Bank may refuse to execute an operation or provide a service whenever it considers that it lacks the necessary information to assess the adequacy of the operation, in light of its respective circumstances.

3. In the case of provision of the service of reception, transmission and execution of orders in relation to non-complex financial instruments, the Bank may decide not to assess the adequacy of the operation in light of the Customer's profile, provided that the Bank does not provide any investment consultancy or guidance service.

4. In what concerns the rendering of the investment advice service, the Customer must provide, in addition to the information referred to in paragraph 1, information on his financial situation and investment objectives, so that the Bank may understand the essential facts relating to the Customer and so that, taking into

account the nature and scope of the service provided, the Bank may consider that: (i) the specific operation to be recommended corresponds to the Customer's investment objectives; (ii) the Customer is able financially to bear any related investment risks consistent with the investment objectives of that Customer; and (iii) it is such that the Customer has the necessary experience and knowledge in order to understand the risks involved in the operation.

5. Also within the scope referred to in the preceding paragraph, the information provided by the Customer shall be complete, accurate and sufficient for the Bank to be able to recommend its products or services which are suitable for that Customer.

#### 5.2.7. Associated Documentation

The Bank may alter its Policies, whereby it may inform Customers of any changes therein as soon as it is able to do so, via any means at its disposal.

Any documents prepared by the Bank and delivered to customers in accordance with the previous sections will constitute an integral part of this agreement.

#### 5.3. Custody Services

1. The Bank guarantees services to register or deposit, withdraw or transfer financial instruments from and to other Credit Institutions and Financial Institutions.

2. The Bank will exercise, in the Customers' name, rights related to the financial instruments that have been registered or deposited, such as the rights to dividends, interest, remuneration or earnings, and also the right to any amortisation, redemption or reimbursement that may arise, wherein the net product of exercising such rights will be credited in the associated Main Current Account, with the Value Date of the next working day after that on which the Bank has received the amount from the body owing such an amount. In the case of crediting amounts in foreign currency, the Customer expressly authorises the Bank to carry out the necessary exchange-rate operations, in the conditions prevailing at each moment in time.

3. The Bank will also exercise inherent rights, in representation of its Customers, in the cases of alteration of nominal value or a share capital increase by means of incorporation of reserves, and also in the event of any free attribution of financial instruments, of any kind, attributed as a consequence of ownership of other securities



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registered or deposited in the Customers' Financial Instruments Registration and Deposit Accounts.

4. In the situations specified in the previous paragraph, the Bank may also, whenever this is possible, and in the best price conditions it can achieve, sell the remaining rights that do not confer to it, in their own right, the faculty of access or acquisition of new financial instruments.

5. Unless it receives express instructions to this effect, the Bank reserves the right not to exercise, in representation of the Customers, inherent rights to the financial instruments that have been registered or deposited that presuppose the submission of anything in return, in particular a cash payment, even when deriving from preference rights and in the framework of exercise thereof.

6. In the event of withdrawal or transfer of registered or deposited financial instruments, covered by the settlement system established by the competent authorities for fungible financial instruments, the Customer accepts that the Bank may submit to it, financial instruments of the same kind and value, that confer identical rights, regardless of their remuneration.

7. The Bank reserves the right not to accept financial instruments for registration or deposit, if these do not conform with prevailing legislation at each moment in time, and also in cases in which the financial instruments are traded or registered in markets where the Bank does not offer this service.

8. In the provision of services related to inherent rights of registered or deposited financial instruments, the Bank may, when necessary, use the subcontracting regime, under the terms and with the limitations defined at each moment in time in prevailing legislation, always providing prior knowledge thereof to Customers, in particular via the Execution and Transmission of Orders Policy.

#### 5.4. Transmission and Execution of Orders Services

The Bank should transmit operations related to financial instruments ordered by Customers in the framework of the principles established in the present General Terms and the rules and procedures specified in Transmission and Execution of Orders Policy.

#### 5.5. Registration of Information

The Bank will make a daily, sequential electronic

record of all operations carried out, that will make it possible, when necessary, to provide information concerning the relationship between cash transactions and registration of operations made in the Financial Instruments Registration and Deposit Accounts.

#### 5.6. Information Provided

1. The Bank will provide in formation and suitable clarifications in order to enable Customers to take decisions, in relation to investment in financial instruments. In particular, the Bank will guarantee the provision of information concerning the nature, risks and implications of the operation or service in question, in function of the Customers' knowledge and experience. The Bank should also mention the existence or inexistence of any guarantee fund or equivalent protection covering the Services to be provided, and also any interest that the financial intermediary persons acting on the latter's behalf, have in the Service provided or to be provided. The extension and depth of the information provided will be greater the lower the level of the Customers' knowledge and experience.

2. The Bank will issue a note of execution for the operations carried out involving its intermediation, in conformity with the agreed deadlines, except in the event of force majeure.

3. The Bank will also inform Customers prior to the occurrence of market operations or other events or risks related to financial instruments held by the Customer and in relation to which a decision should be taken by the Customers, and in the case of share capital increases reserved to shareholders by means of cash subscriptions.

4. The Bank should also inform Customers concerning the occurrence of any difficulties or non-viability of execution of operations, and also of any facts or circumstances that it learns about, provided that these are not subject to criteria of professional confidentiality, that may modify or revoke orders or instructions previously given to the Bank by Customers.

5. The Bank hereby informs the Customer of the following:

Bankinter, S.A., is an authorised entity and regulated by the Single Supervisory Mechanism (SSM) led by the European Central Bank (ECB) and a Member of the Deposit Guarantee System established in Spain, managed by the "Fondo de Garantía de Depósitos de Entidades de Crédito". It is intended to ensure, within certain limits and

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under certain conditions, the protection of the interests of depositors and investors in the event of insolvency or financial inability of the participating credit institution to reimburse/repay the credits (deposits and investments) of its Customers. The limit of protection per depositor, is €100.000 (one hundred thousand euros). The "Fondo de Garantía de Depósitos de Entidades de Crédito" (FGD) likewise offers protection of €100.000 euros (one hundred thousand euros) for investors who have delivered to a credit institution monetary and other financial instruments. These two guarantees offered by the Fondo are distinct and mutually compatible. Any additional information may be obtained through the Bankinter, S.A. - Sucursal em Portugal ("the Branch in Portugal"), or directly from "Fondo de Garantía de Depósitos de Entidades de Crédito", Calle José Ortega y Gasset, 22, 4th Floor, 28006, Madrid, Spain.

### 5.7. Compensation for the Services Provided

The Bank is hereby authorised to debit the Main Current Account for amounts related to fees, duties and charges, that are defined in the Price list, and also all costs associated to operations involving financial instruments, in particular custody, purchase and sale orders, subscription, reimbursements and collection of earnings and exchange-rate operations, where appropriate. The criteria for collection of fees shall take into account the nature of the Service in question, in particular the external costs to be borne and their regularity or the complexity of the associated administrative services, and also the level of suitable remuneration for the Service, also bearing in mind market practises.

## 6. Services

### 6.1 Banco Telefónico (Telephone Banking), Bankinter Particulares and Mobile Banking

#### 1. Scope

Banco Telefónico, Bankinter Particulares and Mobile Banking services, remote communications to access the Bank via telephone, internet and mobile device are subject to the following terms and conditions as well as other provisions set out therein. These provisions may be complemented by specific terms and conditions disclosed by Bankinter on bank statements or in any other form.

**Banco Telefónico** - Telephone banking service of Bankinter, S.A. - Sucursal em Portugal, available to

its individual and legal entity customers seeking a remote channel to access their bank accounts to check on and perform transactions and/or obtain banking information, on the telephone number (+351) 210 54 80 00 (Call to domestic landline network. The cost of the call will depend on the specific prices that you have agreed with your telecom operator) or any other numbers that replace them and disclosed by the Bank. Telephone Banking Business Hours – available every day from 8.00 to 20.00.

**Bankinter Particulares** - Online banking service of Bankinter, S.A. - Sucursal em Portugal, available to its individual customers who would like to access the bank online via its web address, [www.bankinter.pt](http://www.bankinter.pt).

**Mobile Banking** - Online banking service of Bankinter, S.A. - Sucursal em Portugal, available to its individual and legal entity customers wanting to access the bank on a mobile device (mobile phone, tablet, smartphone or any other compatible devices) today, via the web address, [www.bankinter.pt](http://www.bankinter.pt); or by installing an application on the Customer smartphone (Bankinter Mobile APP) with access to the Internet. This application requires the installation of special software owned by the Bank. This software bears a personal, non-transferable, limited and non-exclusive license that is granted to the Customer by the Bank and available via telematic download. As part of these services, the Customer may access accounts of which he/she is an account holder or joint account holder and whose transaction terms are those of an individual or collective account (solidary liability) or in case in the future it is permitted joint and mixed transaction terms, wherein all the rules established in the present General Terms shall prevail, in particular the active and passive solidary liability of each of the joint holders, as defined in the "General Terms of Adhesion for Bankinter Customers and General Terms of the Products and Services to be Provided to Bankinter Customers - Personal Account", regardless as to whether or not such account holders adhere to the Services.

Adhesion to the Services is individual (per holder, where there is more than one holder), and it is understood by the parties solely as an alternate means of communication with the Bank. To this effect, the co-account holders who do not adhere to the Services expressly acknowledge the subsistence of the solidary liability regime, for all acts performed by the other adhering co-account holders, and shall be bound by the latter's actions.

## Part II

In the event of operations involving collective Current Accounts (with solidary liability), the other co-account holders who do not intend to adhere, henceforth, to these new channels, may freely continue to carry out transactions thereof using the physical channel, by means of written instructions duly formalised.

Any co-account holder may, at any time, request adhesion to the Services and adhere to these new communications channels, provided that they are previously bounded by the present General Terms.

## 2. Service access rules

2.1. The Services are provided for an indefinite period, which will begin after reception by the Customer of confirmation from Bankinter that the Customer has correctly subscribed to the Services. The subscription process will be executed after all or part of the Services have been activated, in accordance with the operational rules and security procedures set by the Bank at any given time.

2.2 Subscription to the Banco Telefónico, Bankinter Particulares and Mobile Banking services, in addition to queries, information requests, order transmission, instructions or signing of agreements, are subject to the correct use of a set of Access/Authentication Codes, individually and exclusively reserved to the Customer.

2.3. The Customer is given User and Multi-channel Codes, which are necessary to access the Banco Telefónico, Bankinter Particulares and Mobile Banking (APP). Furthermore, for certain legal acts or arrangements on remote channels to be authorised, authentication/additional recognition may be required via i) a Strong Customer Authentication system - confirmation of a transaction with an SMS code sent to a mobile phone provided by the Customer to authorise transactions; ii) biometric information; iii) key coordinates of Cartão Matriz Bankinter and/or any others the Bank implements or considers to enhance the security of the Customer/Bank.

2.4. The Bankinter Mobile APP may also be accessed via i) fingerprint (TouchID); ii) facial recognition (FaceID); iii) a 6-digit PIN and iv) any others the Bank implements based on any changes in best practices.

2.5. Bankinter Particulares on a mobile device, aside from the browser version ([www.bankinter.pt](http://www.bankinter.pt)) of Bankinter Particulares, can be accessed with the same codes for the desktop version, eg, user codes, random ID or TIN numbers and multi-channel codes.

2.6 The Bank implements Strong Customer

Authentication as described in Portuguese Decree-Law nr. 91/2018 of 12 November and any legislation that supersedes it, in addition to relevant regulations.

2.7 Upon any doubts regarding the Customer's identity, Bankinter may require other personal details set out in the 'General Terms and Conditions for Bankinter Customers' and the 'General Terms and Conditions for Products and Services Offered to Bankinter Customers (Individuals)', as well as written confirmation before or after receiving orders, if the nature, characteristics or amount relating to such orders so require.

## 3. Scope of services

3.1 Through these services, the Customer may i) access financial information made available by the Bank to the general public; ii) access information on available products and services marketed by the Bank and by Bankinter Group companies; iii) access the balances and activity of the account(s) in the Customer's name or that the Customer has co-signed; iv) perform banking and financial transactions (on the list of transactions provided by the Bank).

3.2 Irrespective of the general description of classified transactions, the global daily maximum limits for debits and financial instrument transfers, set in remote channels, may be unilaterally changed by the Bank at any time. Any such changes will take precedence over any activity limits that were set by the Customer if these are higher.

3.3 Without prejudice of what is foreseen in number 3.2 above, the increase or reduction of transaction limits on remote channels may be requested by the user, considering that the other parties that may intervene in the account and/or co-account holders hereby declare that they accept the aforementioned modifications in its entirety.

3.4 Irrespective of the general description of classified transactions, the range of available products and services may be altered by Bankinter without any additional formalities required of the Customer.

3.5 The Customer may use the remote channels to apply to purchase products and services with third-party entities, in the terms of the agreement entered into by and between them and the Bank.

3.6 Any order or request for information resulting from the use of access codes is understood to be carried out by the owner of the service.

## 4. Features of the Certified Electronic Contract Service

### 4.1. Signing method



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The Bank and the Customer may agree on various electronic signature methods to ensure identification, confirmation and document inalterability functions, the features of which are briefly described below:

i) Signature with biometric information - on electronic devices that allow signatures to be captured (tablets). The capture function records parameters like speed and pressure at the time of signing and generates a calligraphic pattern of the signature given with such parameters. ii) Signature with a digital certificate issued by a recognised entity (certifying entity, citizens' card, etc) - accepted certificates must be defined before they are used. iii) Signature via the a one-time password (OTP) sent to the signer's mobile device - One-time password (OTP) specially created for this purpose, generated centrally and sent by a third party not involved in the signature. The password is only valid in order to sign that document/group of documents and has a prearranged validity date. Supplementary services may be obtained by a trusted third party. iv) Chave Móvel Digital (Digital mobile key) - On Internet and Mobile Channels, the Customer may choose, as an alternative or a supplement to the codes provided above, to use the Chave Móvel Digital (Digital Mobile Key) Service, made available by the Portuguese State and subcontracted by the Bank. The Chave Móvel Digital (Digital mobile key) is a means of access and authentication that allows a mobile number to be linked to a civil identification number for Portuguese citizens and a passport for a foreign national residing in Portugal. The Chave Móvel Digital (Digital mobile key) let users authenticate their identities via a) a mobile number; b) PIN created when registering the Chave Móvel Digital (Digital mobile key); c) single and temporary 6-digit numerical security code sent via SMS or email to the Customer's mobile.

When choosing this form of authentication, the Customer is redirected in a secure manner to the online service, [autenticacao.gov.pt](https://autenticacao.gov.pt), where the Customer is informed about data requested by the Bank and gives express consent to their transfer.

## 6.2. General rules for Telephone Banking, Bankinter Particulares and Mobile Banking

### 1. Open Banking: Bankinter Particulares and Mobile Banking

It is expressly agreed and accepted that, pursuant to Directive (EU) 2015/2366 of 25.03.2015 and the legal provisions implementing and transposing it, the Bank, as the provider of payment services, is

required to give account access to third parties (third-party payment service providers), even if no contractual relationship exists between them and the Bank, provided that the Customer gives consent, for the purposes of the services of account aggregation, payment initiation and balance confirmation.

### 2. Mobile application (APP) costs

Unless mentioned otherwise by the Bank to the Customer, the installation of this Mobile Application and/or its incorporated features is, initially and under legal and regulatory terms, free of charge. Nonetheless, any connection, browsing and telephone fees will be billed to the Customer by his or her mobile operator in accordance with the agreed service rate.

### 3. Mobile application (APP) use and responsibility

The use of the Application is limited to the use described in the present Clause 6 of Part II of General Terms.

Using it for any other purpose not mentioned is expressly prohibited and will be considered a violation of intellectual and industrial property, whereby the Bank may seek damages for failure to comply with this requirement under current legislation. The Customer assumes any damage from using the Application and installing the related software onto his or her mobile device. The Bank grants no warranty whatsoever on the Application, and none of the parties is liable to the other if obligations are not performed due to events of force majeure or extraneous circumstances. The Bank will only be liable for any unperformed obligations that are directly attributed to the Bank.

### 4. Changes and withdrawal of access

The Bank reserves the right to, at any time and without prior notice, make changes to the Application and its software. The Bank reserves the right to partially or totally amend these terms and conditions and include new terms and conditions, after notifying the Customer in advance on his or her mobile device or making the corresponding installation available. New terms and conditions will be considered accepted by the Customer after carrying out any such installation. Furthermore, the Bank may update, amend or eliminate information found on the Application, and may even limit or deny access to such information without prior notice. The Bank reserves the right to eliminate, limit or deny access to the Application where technical difficulties arise due to any events or circumstances extraneous to the Bank that, as per its understanding, may limit or invalidate the

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security levels needed for the Application to function properly. The Bank will be authorised to close access to these features and, thus, cancel the related license it had granted, at its own discretion and through any simple notification means available to it. Furthermore, the Customer may, at any time, relinquish access to these features, by simply uninstalling the Application on his or her mobile device.

### 5. Personal information

Personal information provided by the user through any of the features permitted by the Bankinter Particulares and Mobile Applications will be stored on the database owned by the Bank and will only be used for purposes of managing commercial relations with the Customer. Where the Customer provides the personal information of third parties, the Customer declares and guarantees the Bank that the Customer has the corresponding authorisation and consent of any such third parties.

### 6. Service levels

#### 6.1 Service availability

Banco Telefónico (Telephone Banking service) - available every day from 8.00 to 20.00.

Bankinter Particulares and Mobile Banking - available 24h/day.

6.2 Irrespective of the service levels announced at any given time, the Bank will process and carry out instructions, to the extent possible, based on the type of transaction determined by the Customer; the verified time and date; the availability of the operating systems of the Bank or the markets and other conditions relating to financial or stock markets; and the possibilities of processing, executing and settling various transactional instruments through the banking system.

6.3 When carrying out instructions, the time frame for responding to such instructions efficiently depends on the state of telecommunications systems through which telephone or online orders are placed. Thus, the Bank declines any responsibility for interruptions, delays, errors and other setbacks that originate from causes beyond its control, in addition to incidents caused by force majeure, including but not limited to the breakdown or repair of communication lines, electrical failures and operating or electronic system outages.

#### 6.4 Service unavailability

If the Services become unavailable, the Bank will make alternative channels (contingency channels) available to the Customer as provided at any given time.

The Annex (Contingency channels) to these General Terms And Conditions provides the contingency channels made available for each Service.

### 7. Bank accounts

7.1 The Bank is expressly authorised to act in order to ensure the settlement of the mentioned transactions. The Bank may authorise operations in settlement/secondary account(s) for other purposes. The settlement of transactions ordered via Telephone Banking are exempted from the provisions set out in the foregoing paragraphs. Such transactions will be processed with the Customer's Main Current Account and charged against the Security Account assigned to the same account. Securities subscribed or purchased due to ordered transactions will be entered (deposited or registered) into special securities accounts.

### 8. Reporting duties for completed transactions

8.1 The Bank will send regular information, found on a full statement.

8.2 Irrespective of the documentary means mentioned above, the Customer may, at any time, make queries to check the positions and balance of their portfolio and the status of their completed and/or ordered transactions.

### 9. Security and confidentiality

9.1 The Customer holds access and security codes and is responsible for using them correctly. The Customer is required to keep these items totally confidential, in addition to protecting them from misuse by third parties.

9.2 The Customer may, at any time, change their access codes and security codes or ask they Bank to change them. In the event of an error, and after a certain number of incorrect attempts, these items will be blocked. Bankinter reserves the right to change any of the security items and must notify the Customer of the date on which any such change will become effective.

9.3 Orders sent to Bankinter by these means have full legal effect, with no other necessary requirement, and the parties, therefore, accept that the access and security codes will be matched to the signature of the Customer.

### 10. The Customer's obligations

10.1 The Customer is the sole person responsible for correctly using the codes to access the services, in addition to conserving the card with the key codes. The Bank will be held harmless for any completed transaction ordered via telephone or online by any other person who pretends to be the Customer, provided that the order was accepted by the Bank

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after checking the respective access codes and such a fact can be proven.

10.2 The Customer assumes responsibility for potential damages resulting from the loss, misplacement, delay, deterioration, corruption, falsification, misunderstanding or communication error, except when the Bank or its employees are to blame for fraud or negligence.

10.3 The Customer undertakes to follow recommendations received from Bankinter in order to ensure the appropriate level of security to guarantee the confidentiality and integrity of information.

### 11. Loss and misplacement of security features

11.1 In the event of loss, misplacement or misuse of the Services, the Customer must immediately notify the Bank. If the Customer suspects that third parties may know the related access codes, the Customer must also immediately notify the Bank. The Bank declines any responsibility for the misuse of security features as long as notice from the Customer to request the cancellation of such security features is not received.

11.2 Identification items, including the Customer's signature and access codes when given the the Customer, will be confirmed by the Bank whenever it deems necessary. Handwritten signatures will be confirmed by contrasting them with the signature provided on the 'General Terms and Conditions for Bankinter Customers' and the 'General Terms and Conditions for Products and Services Offered to Bankinter Customers (Individuals)' documents, except to initiate a relation, in which case they are subject to rules defined by the Bank.

11.3 If instructions appear to be suspicious or are not sufficiently clear or precise, in order to protect the Customer's interests, the Bank reserves the right to not execute them or to request confirmation of such instructions, in writing and prior to carrying them out.

### 12. Equipment and Communications - Bankinter Particulares Service

12.1 The Customer is now required to use appropriate computer equipment for the purposes of these General Terms and Conditions. The Bank declines any liability for damages caused to the Customer or third parties as a result of interferences, omissions, interruptions or suspension in the functioning and access to Internet, in addition to those caused by IT, electric or telecommunication systems used by the Customer.

12.2 The Bank cannot be held liable for delays caused by defects, failures or overloads on the

network that prevent orders or queries from being executed, or for damages caused by errors in the information sent by non-Bank providers. The Bank also declines liability for damages caused by unlawful third-party interferences or by so-called 'computer viruses'.

### 13. Authorisations

The Customer hereby authorises the Bank to i) maintain a computer registry of completed transactions and queries; ii) require the prior or subsequent confirmation, in writing, of orders that involve the transfer of funds, based on their amount and description; iii) not execute any order where the Bank has reasonable doubts about the identity of the Sender; and iv) cancel security items where there are suspicions about fraudulent use or misuse.

### 14. Processing and proof

14.1 Without prejudice to the 'General Terms and Conditions for Bankinter Customers' and the 'General Terms and Conditions for Products and Services Offered to Bankinter Customers (Individuals)', the Customer hereby irrevocably authorises Bankinter to record all telephone calls made between the parties and keep a digital record of the Customer's codes and of orders sent by the Customer via telephone or telematically, as a means of safeguarding the security of disclosed information and performed transactions; and to allow potential future confirmations and the use of recordings as evidence.

14.2 Irrespective of legal equivalence in the terms of current legislation and regulations, the Bank and the Customer expressly agree that the documents with an electronic signature, through the use of any available technological solutions that the Bank provides to the Customer and which the Customer may freely adopt, will have the same legal and evidential consideration as paper documents with a handwritten signature. Furthermore, the Customer accepts that, to confirm a bank transaction, the Bank may use available registries, including methodologies that support each adopted technological solution. In light of the nature of the Services provided, the bank declines any responsibility for potential losses resulting from investments carried out by the Customer.

### 15. Restrictions

The Bank notes that there are restrictions for citizens of the United States of America (including any citizen or resident of the United States of America or any legal entity formed under US law, or any political subdivision within this country) on purchasing products and services offered on this



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website.

### 16. Responsibility of the Bank

16.1 The Bank is not responsible for the failure to comply with any obligation stemming from this Agreement, if such a failure results from causes that are beyond the Bank's control, namely cases of force majeure, such as fires, floods, cataclysms, any public disturbances or any other fortuitous cases arising at any time.

### 17. Information provided by the Bank

17.1 These services do not include any direct advice for the Customer, and any information provided to the Customer by the Bank, regardless of the form it is in, will not be considered advice nor a recommendation of purchase, sale or any other investment strategy, unless expressly indicated as such.

17.2 In these terms, the Bank hereby declines any liability for potential results, options or errors in interpretations, conclusions or uses that result from analyses, estimates, forecasts, projections, recommendations, opinions and information of an economic and financial nature that are provided. These will be only considered investment tips that do not preclude the consultation of the legal documents required for executing transactions nor the Customer's free will.

17.3 Financial information written by the Bank reflect its final opinion at the time it is prepared and are subject to changes without prior notices, as the assumptions on which the related analysis were based may or may not turn out to be correct. There is no guarantee that forecast results are or will be achievable.

17.4 In the event the Internet channel is used, upon accessing any other network site via links provided on the Bank's website or viewing information guaranteed and referenced as being provided by third-party entities, the Customer understands and fully accepts that the Bank will not have editorial responsibility or otherwise in regard to the access or content thereof.

### 18. Cost of the service

#### 18.1. Subscription

The subscription to the services is free of charge.

A use fee, as defined in the price list in force at all times, will be due for activating and maintaining the service.

Irrespective of the provisions in the foregoing paragraphs, the bank is authorised to, at any time, collect a fixed and/or variable fee, which will be disclosed to the Customer 2 (two) months in advance, at which moment the bank will be

authorised to debit any such fee to the Current Account associated with the Services.

#### 18.2. Consideration for the Services provided

The Bank is hereby authorised to debit the supporting Current Account for the amounts relating to provided banking and financial services, in addition to fees, as defined in the current price list, and any other costs relating to securities transactions and others, namely custody, trade orders, subscriptions, redemptions and charges for proceeds and foreign exchange transactions, if any. The standards for charging fees are based on the nature of the service, namely external costs to be borne, and their frequency or the complexity of related administrative services, in addition to the level of remuneration appropriate for the service, is also based on market practices.

#### 18.3 Price Lists

Bankinter has the current price list for its services [Telephone Banking, Bankinter Particulares and Mobile Banking] available at all times at bank branches and on its website. The bank provide it to customers upon request at any time, free of charge. Bankinter reserves the right to change this price list at any time. Any changes it makes will be announced to customers 2 (two) months in advance.

### 19. Protection of Computerised Personal Information

The Customer hereby authorises the Bank to keep a computerised record of their personal data, which may, under current law, be viewed and changed by the Customer via written notice to the Bank, delivered at the Main Office in Lisbon or at any branch in Portugal.

All interaction with the Customer will remain absolutely confidential, pursuant to current legislation

### 20. Ownership Rights

20.1 The Customer acknowledges the intellectual property rights of the Bank over all items comprising the services, including the graphic design on the website, especially menus, HTML browsing buttons, Java or JavaScript applets, texts, images, textures, graphics, in addition to the manual of logos, domains and brands. The Customer may not copy, alter, publicly divulge, correct mistakes, transfer to third parties, sell, lease, lend or, in general, commit any act that is included within the scope of the functions intended for this Service.

20.2 The Customer undertakes to follow recommendations received from Bankinter in order

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to ensure the highest level of security and confidentiality.

### **21. Suspension, deactivation or cancellation of services**

Bankinter may temporarily or permanently suspend, deactivate or cancel one or several Services for security reasons or where Bankinter finds or reports, or is informed of, any misuse, fraud or misconduct in relation thereto. Bankinter's decision will be made known to the Customer via any means available to Bankinter, for the Customer's contacts, in advance, or on subsequent date if it is not possible or advisable to inform the Customer in advance.

#### **a) Cases of irregular activity:**

Bankinter will block the user's access as well as any individual transactions where appropriate. In such cases, Bankinter will attempt to notify the Customer, via any means available to Bankinter for the Customer's contacts, of any such blocking and the related justification, if possible, before or, at the latest, immediately after it takes place, unless the Customer cannot be notified for objectively justified security reasons or is prohibited from being notified under current legislation. Based on the reasons for blocking services, Bankinter will issue new access codes at the Customer's request. To unblock access to services, the Customer must contact Telephone Banking, which will verify the Customer's information and confirm receipt of the codes and, where appropriate, the unblocking of services.

b) In case the services are accessed by third parties, to the knowledge of the user of such access: Bankinter will block the user's access as well as any individual transactions where appropriate. In such cases, Bankinter will attempt to notify the Customer, via any means available to Bankinter for the Customer's contacts, of any such blocking and the related justification, if possible, before or, at the latest, immediately after it takes place, unless the Customer cannot be notified for objectively justified security reasons or is prohibited from being notified under current legislation. Based on the reasons for blocking services, Bankinter will issue new access codes at the Customer's request. To unblock access to services, the Customer must contact Telephone Banking, which will verify the Customer's information and confirm receipt of the codes and, where appropriate, the unblocking of services. If the Customer does not wish to have new codes issued, the Customer must request that access be unblocked by giving instructions at a Branch Office expressly indicating his or her awareness of

third-party use.

### **22. Notices**

All notices will be made in writing or electronically, in the terms set out in the 'General Terms and Conditions for Bankinter Customers' and the 'General Terms and Conditions for Products and Services Offered to Bankinter Customers (Individuals)'.

### **23. Complaints**

Without prejudice to the provisions of these General Terms and Conditions, in the scope of the Services, Customers may file claims with the Bank's Customer Ombudsman, who will analyse and adequately respond to each claim.

General Terms of the Products and Services to be Provided  
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## Annexes

**Annex I - Data Protection Information**

1. The data controller for personal data is Bankinter, S.A. - Sucursal em Portugal (hereinafter "Bankinter"), a permanent representation of Bankinter, S.A., with registered office at Paseo de la Castellana, no. 29, 28046 Madrid, Spain and its branch in Portugal, at Praça Marquês de Pombal, n.º 13, 2nd floor, 1250-162 Lisbon, registered at the Commercial Registry Office of Lisbon under single registration and tax identification number 980547490.

You can contact Bankinter's Data Protection Officer - hereinafter DPO - at the following email address: [privacidade.pt@bankinter.com](mailto:privacidade.pt@bankinter.com).

2. We will process your personal data for the following purposes:

(i) Compliance with the obligations imposed by current legislation and any other that may replace it, especially those related to the Prevention of Money Laundering and Terrorist Financing, and Regulations on the granting of credit, which require the assessment of the economic solvency of Customers, in order to analyse the possibility of contracting these products and/or services and to conduct proper management of the financial risk associated with the credit granted in all its phases (acceptance, monitoring and recovery). In order to fulfil these obligations, communication between Bankinter Group companies may be required where legislation allows.

(ii) Formalisation and performance of the contractual or pre-contractual relationships entered into with Bankinter.

(iii) Bankinter may consult your data in the credit information systems in which it participates for the purpose of assessing your creditworthiness, when you request access to products and/or services that involve the granting of credit, or have already contracted any of these products, and/or share this information with these systems when you have a debt that is certain, due and payable to Bankinter and that has not yet been settled, in order to avoid situations of default towards Bankinter.

(iv) To prevent fraud in the contracting and performance of its products and/or services that may cause reputational or financial damage to both Bankinter and its customers. For this purpose, Bankinter is a member of the information exchange service for fraud prevention provided by SIBS - PAYWATCH and VISA in order to be able to assess in advance the risk of fraud in payments received by customers, as well as to verify that the destination accounts benefiting from payments are not, or have not

been, compromised in fraudulent transactions.

(v) **Payment Operations ('Proxy Lookup' and 'Payee/Debtor Confirmation')**. Within the scope of domestic payment operations, namely transfers and direct debits and in compliance with the legal reference framework, additional features will be made available that determine the sharing of personal data between payers and payees.

By reference, with regard to the **'Payee/Debtor Confirmation' service** as part of a SEPA transfer:

a. Payee data: name of the primary holder of the payment account associated with the payee's IBAN will be shared with the payer.

b. At the request of the payer/user, the Bank confirms whether a tax identification number (NIF) or corporate tax identification number (NIPC) is associated with a payment account holder relating to a given IBAN.

**Proxy Lookup**

Additionally, please be aware that for the Proxy Lookup feature, the Bank communicates the following information to Banco de Portugal after the user requests association: the mobile phone number (user identifier), the NIF and IBAN of the payment account, or NIPC (legal person user identifier) and the IBAN of the payment account in the case of legal entities.

The Bank and Banco de Portugal may block any association that is active, for objectively substantiated reasons relating to the security of the Proxy Lookup feature or suspected fraudulent use thereof. In this case, the Bank will notify that the Proxy Lookup feature has been blocked.

Banco de Portugal is the data controller for data resulting from the provision of these payment features, and the legal basis for their processing is the exercise of functions of public interest and the exercise of its public authority; personal data is transmitted by the Bank to Banco de Portugal, which manages the payment system. The Data Subject identified may exercise the rights of access, rectification, erasure, objection, restriction of processing and portability, in accordance with the legally established terms, by contacting Banco de Portugal at [encarregado.protecao.dados@portugal.pt](mailto:encarregado.protecao.dados@portugal.pt) or by post addressed to: Banco de Portugal Data Protection Office, Rua do Comércio, 148, 1100-150 Lisbon.

(vi) Based on the data provided by you, to evaluate your personal details in order to have better knowledge of, or make predictions about, your economic situation, personal preferences, interests or behaviours and, based on this analysis, to create a commercial profile that allows us to know your interest in products



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and/or services marketed by Bankinter, to personalise commercial actions in relation to these, to create new products and/or services, and to improve their characteristics.

You can find more information about the logic applied in the creation of your profile at Point IV) (Creation of commercial profiles with own and external data) of the Bankinter Privacy Policy available at [bankinter.pt/privacidade](http://bankinter.pt/privacidade).

(vii) To contact you to inform you about other products or services that are not similar to those you have contracted with us, which are offered by Bankinter, any company of the Bankinter Group or by third parties with which the Bankinter Group has signed collaboration agreements. This processing does not provide for the transfer of personal data to third parties.

(viii) Bankinter will incorporate data obtained from external sources into its files and/or analyse it in order to assess personal aspects about you, to better understand or make predictions about your economic situation, personal preferences, interests or behaviour and, based on this analysis, to create a commercial profile that allows us to know your interest in products and/or services marketed by Bankinter, to personalise commercial actions in relation to them, to create new products and/or services, and to improve their characteristics. For this processing, Bankinter will access, among others, public databases, credit information systems, the Central Credit Register of Banco de Portugal or the media.

You can find more information about the logic applied in the creation of your profile in Point IV) (Creation of commercial profiles with own and external data) of the Bankinter Privacy Policy available at [bankinter.pt/privacidade](http://bankinter.pt/privacidade).

(ix) To share your personal data with Bankinter Group companies and their subsidiaries or affiliates so that they can offer you products and/or services through any channel (including electronic channels).

(x) To share your personal data with Bankinter Group companies and their subsidiaries or affiliates, so that they can assess and predict personal aspects of your financial situation, preferences, interests or behaviour, with the aim of enabling them to create a commercial profile.

3. Lawful basis for the processing of personal data by Bankinter:

- For the purpose referred to in 2(i): fulfilment of legal obligations.
- For purpose 2(ii): formalisation and performance of the contractual or pre-contractual relationship. Refusal to provide the personal data requested, or the provision of inaccurate or incomplete data, may make it impossible to provide the contracted

services properly.

- For purpose 2(iii): The legitimate interest of both Bankinter and the other entities participating in the credit information systems in sharing situations of non-compliance with pecuniary, financial and/or credit obligations in which they may be involved, with the aim of allowing adequate assessment, management and control of credit risk by the participating entities when they receive requests to contract credit products and, therefore, avoid economic damage to the entire financial system.

- For purpose 2(iv): The legitimate interest, both of Customers who own products and/or services that may be affected by fraud committed by third parties, and of Bankinter to detect and prevent fraud in banking operations involving their account.

- For purposes 2(vi) and (vii): legitimate interest of Bankinter.

For all other purposes: Consent of the Personal Data Subject. The provision of these consents is not necessary for contractual performance. If you have given your consent to all or some of these types of processing, you may withdraw it at any time through the channels indicated in Clause 5 below. You can consult the information regarding the weighting report carried out by Bankinter upon request by emailing [privacidade.pt@bankinter.com](mailto:privacidade.pt@bankinter.com).

4. Bankinter will communicate your data to the following recipients:

(i) Public Authorities and Bodies, including Courts, where required by applicable rules, i.e. necessary for the prevention, investigation and discovery of fraud.

(ii) The Central Credit Register of Banco de Portugal (CRC). The data necessary to identify persons with whom there is a direct or indirect credit risk, as well as the characteristics of such persons and risks, in particular those affecting the possibility of recovering the respective credit, will be communicated. A Data Subject identified as being a risk by the CRC may exercise the rights of access, rectification, erasure, opposition, limitation of processing and portability, in accordance with the terms provided by law, by contacting Banco de Portugal.

(iii) Credit information systems in which Bankinter participates for the purpose of assessing your creditworthiness, when you request the use of products and/or services involving the granting of credit or have already contracted any of these products, and/or share this information with these systems when you have a debt that is certain, due and payable to Bankinter and that has not yet been settled, in order to avoid situations of default towards

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## Annexes

Bankinter.

(iv) Bankinter Group companies for the purposes identified in 2(i), (x) and (xi) above. You can obtain more information about the companies that are part of the Bankinter Group at [bankinter.com/webcorporativa/en/home](http://bankinter.com/webcorporativa/en/home), by selecting the "Corporate information" tab and then the "Investees and subsidiaries" section.

(v) Fraud prevention service providers, namely SIBS-PAYWATCH and VISA for the purpose identified in 2(iv) above.

(vi) In addition, service providers with which Bankinter contracts or may contract, and that have the status of Subcontractors, may also have access to your personal data. You can consult the list of supplier categories at [bankinter.pt/privacidade/fornecedores](http://bankinter.pt/privacidade/fornecedores).

In general, Bankinter will only process your personal data within the European Economic Area (countries of the European Union, Liechtenstein, Iceland and Norway). However, Bankinter may contract services provided outside the European Economic Area that involve an international transfer of data, when necessary and provided that the service providers guarantee that the transfer will be carried out in accordance with the regulations in force, and/or the countries provide adequate guarantees of protection. You are also informed that Bankinter may carry out an international data transfer when information is required by international authorities.

5. You may exercise your rights of access, rectification, cancellation, opposition, limitation of processing and data portability in the cases and to the extent established by the applicable regulations at any given time. If you have given your consent for the purposes described above, you may withdraw it at any time.

To exercise your rights, you can contact us at [privacidade.pt@bankinter.com](mailto:privacidade.pt@bankinter.com), via the Telephone Banking service +351 210 548 000 (Call to domestic landline network. The cost of the call will depend on the specific prices that you have agreed with your telecom operator), at your branch or by writing to Bankinter, S.A. - Sucursal em Portugal A/C Contas e Clientes, Av. do Colégio Militar, Torre Oriente n.º 37-F, 8th floor, 1500-180 Lisbon.

You are also informed that you have the right to lodge a complaint with the National Data Protection Commission.

6. Bankinter will obtain your data from the following sources:

(i) Data transmitted by the Data Subject at the time of their enrolment as a Bankinter Customer, as well as the data they have provided to access different Bankinter products

and/or services;

(ii) Data obtained and generated while using the different Bankinter products and/or services;

(iii) Data obtained from third parties, among others data from the CRC, credit information systems to which Bankinter belongs (when it is necessary to determine economic solvency and default risks), Bankinter Group companies, Land Registry, Commercial Registry, media and internet.

7. Bankinter will process different categories of data, including:

Identification data, contact data, professional and socio-economic data, data relating to your personal characteristics, demographic data, data obtained and generated as a result of use of the different products and/or services contracted with Bankinter or in which you are involved, browsing data, risk assessment or scoring data, data relating to situations of economic hardship, geolocation data, data on your status as a Bankinter shareholder (if applicable), data on your communication preferences of which you have informed Bankinter to allow accessibility to dialogue or management of daily transactions, voice, image and biometric data. All in relation to the purposes described above and in greater detail in the Privacy Policy available for consultation at the following address [bankinter.pt/privacidade](http://bankinter.pt/privacidade).

8. Additional information

You can find more information about Bankinter's processing of your data on our website [bankinter.pt/privacidade](http://bankinter.pt/privacidade).

Annexes

Annex II. Pricing of most representative services associated with the payment account

1. Account maintenance

Account	Fee type	Amounts without tax		Amount with tax		Other Conditions
		Euros	Annual amount	Euros	Annual amount	
Conta Mais Ordenado	Package Account Maintenance Fee	Free		Free		-
Conta Bankinter	Package Account Maintenance Fee	20,00 (quarterly)	80,00	20,80 (quarterly)	83,20	See Note <sup>(1)</sup>
Conta Bakinter ONLINE	Package Account Maintenance Fee	Free		Free		-
Conta Bankinter em Moeda Estrangeira	Account Maintenance Fee	20,00 (quarterly)	80,00	20,80 (quarterly)	83,20	See Note <sup>(2)</sup>
Conta BK Mini	Package Account Maintenance Fee	Free		Free		-
Conta Private	Package Account Maintenance Fee	Free		Free		-
Conta Mediador de Seguros	Account Maintenance Fee	Free		Free		-
Conta Serviços Mínimos Bancários	Minimum Banking Service Account Maintenance Fee	1,20 (quarterly)	4,80	1,25 (quarterly)	5,00	See Note <sup>(3)</sup>

Note (1): Fee charged quarterly in arrears. For the first three months after subscription, no maintenance fee will be applied. The Account Maintenance Fee is:

- €20,00€ (twenty euros) per quarter plus stamp duty at the applicable rate (4%); or
- €5,00 (five euros) per quarter, plus stamp duty at the applicable rate (4%), if at least one of the following exemption conditions is met:
  - Accounts whose holder (1st holder) has financial assets associated with the Bankinter Account of €25.000 or more (twenty five thousand euros) and less than €50.000 (fifty thousand euros) (average quarterly balance verified in the last quarter considered for the application of the commission); or
  - Accounts whose holders pay in their salary (or retirement pension) at Bankinter for a monthly amount equal to or greater than the amount of the National Minimum Wage in force at any given time, via bank transfer with the specific code for this purpose, which must be confirmed for at least two months of each calendar quarter.

Exemption from the Account Maintenance Fee provided that the following conditions are met:

- Accounts whose holder (1st holder) has financial assets associated with the Bankinter Account of €50.000 or more (fifty thousand euros) (average quarterly balance verified in the last quarter considered for the application of the commission); or
- Accounts held by a Promoter or Related Agent or Bankinter Partner; or
- Accounts whose holder (1st holder) is between 18 and 25 years of age (inclusive).

Note (2): Quarterly fee, charged in arrears, if the following criterion is not met: financial assets of the Customer (1st holder) associated with the account amounting to the equivalent of €25.000 in the account's currency (average quarterly balance confirmed in the last quarter taken into account to apply the fee).

Note (3): Fee charged quarterly in arrears. The value of this fee cannot exceed the value equivalent to 1% of the value of the reference rate for social aid at any given time.



## General Terms of the Products and Services to be Provided to Bankinter Customers - Personal Account

### Annexes

#### 2. Exceeding the credit limit

If, as a result of payment operations, there is a need to enter into a credit arrangement without the Client having previously contracted a credit limit, interest will be applied, calculated on a daily basis for the period during which the credit limit is exceeded, at the nominal annual rate (TAN), the maximum set, for each period, by the Bank of Portugal and which, as at the present date is the one indicated in the table below. Whenever changes occur to it, they will be applied to any instance of exceeding the credit limit that occurs afterwards, and the Bank must disclose such changes via message included in the account statement.

	Nominal Annual Interest
Current Accounts in Euros	19,1%
Current Accounts in Foreign Currency	The Monthly Average Rate of the 1-month <sup>(1)</sup> Reference Index for the Account Currency plus 10%.

Note (1): The Monthly Average of the Benchmark corresponds to the simple arithmetic average of the daily quotes of the Benchmark for the corresponding currency, in the month preceding the beginning of the interest counting period. The nominal annual rate applied in the month will be enforced on the 1st day and remain in place for the whole period unless there are significant changes in the interbank markets for the said currency.

The number of days in the year underlying the interest calculation is Actual/360.

For more information about the applied rate, please check the pre-contractual document 'Standardised Information Form'.

#### 3. Debit cards

	Annuity/Providing a debit card <sup>(a)</sup> Amounts without tax	Annuity/Providing a debit card <sup>(a)</sup> Amount with tax	Urgent Production <sup>(c)</sup> Amounts without tax	Urgent Production <sup>(c)</sup> Amount with tax		
				Main.	Madeira	Açores
BK	€ 20,00	€ 20,80	€ 40,00	€ 49,20	€ 48,80	€ 46,40
BK Premier	€ 20,00	€ 20,80	€ 40,00	€ 49,20	€ 48,80	€ 46,40
BK Pay <sup>(b)</sup>	Free	Free	N/A	N/A	N/A	N/A

(a) Fee charged annually in advance, with the exception of the 1st year in which the Fee is charged one month after the card issuance date. Stamp duty applies at the current rate.

(b) From 24 June 2024 onwards, BK Pay Digital Debit Card will be available via Homebanking or Mobile Banking. This card will only be for use in these channels and can only be used to make the following services: services payments, mobile top-ups, telecommunications and toll fees, state taxes payments and social security payments (domestic service workers, independent workers, and voluntary social Insurance).

(c) The Urgent Card Production service is only available under special conditions and when issuing new cards and replacements, and does not apply to renewals. Service Level: Maximum 3 business days.

VAT applies at the legal rate in force.

#### Credit and debit cards - International Processing Fee

Fee applied on all transactions effected in other currency, besides Euro, Swedish Krona and Romanian Leu.- Î.P.F. (International Processing Commission) in the maximum amount of 1.7% of the value of the transaction.

#### Credit and debit cards – Conversion fee

Fee applied on all transactions effected outside the EEE.  
1% over transactions amount.

From EEE are part: Germany, Austria, Belgium, Bulgaria, Cyprus, Denmark, Slovakia, Slovenia, Spain, Estonia, inland, France, Greece, Holland, Hungary, Ireland, Island, Italy, Látvia, Liechtenstein, Lituânia, Luxemburg, Malta, Norway, Poland, Portugal, Czech Republic, Romania and Sweden.

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4. Cash withdrawal

Fee	Amount with no tax	Add tax	Amount with tax	Comments
Cash withdrawal fee	4,81€	4% (Stamp duty)	5,00€	Incurred when withdrawing cash over the counter

This fee is exempt for the Bankinter Account and Minimum Banking Services Account.

5. Requesting and delivering crossed cheques and cheques

Request	Branch			Online (Internet)/Telephone			ATM			Other Conditions
Delivery	Branch/Post			Branch/Post			Branch/Post			
Fee (euros)	Tax Not Included	Add tax <sup>(3)</sup>	Tax Included	Tax Not Included	Add tax <sup>(3)</sup>	Tax Included	Tax Not Included	Add tax <sup>(3)</sup>	Tax Included	

5.1. Requesting and delivering crossed cheques and cheques												
With expiry date	5	Cheques	10,43	0,67	11,10	4,10	0,41	4,51	4,10	0,41	4,51	See Note <sup>(1)</sup>
	25	Cheques	21,36	2,10	23,46	10,43	1,67	12,10	10,43	1,67	12,10	Add postage costs. See Note <sup>(2)</sup>
	25	Cheques with copy	28,00	2,37	30,37	-	-	-	-	-	-	Add postage costs. See Note <sup>(2)</sup>
No expiry date	5	Cheques	7,52	0,55	8,07	-	-	-	4,10	0,41	4,51	See Note <sup>(4)</sup>
	25	Cheques	18,77	2,00	20,77	-	-	-	10,43	1,67	12,10	Add postage costs. See Note <sup>(2)</sup> <sup>(4)</sup>

Note (1): Except free starter module.  
Note (2): See '5. 2.Postage costs'  
Note (3): In addition to the fees for requesting and delivering cheques, there is a stamp duty of 4% on the fee + €0.05 stamp duty for each cheque. Stamp duty of 4% on the fee is added to the remaining fees.  
Note (4): Available to Private segment customers.

Fees			Add tax			Fees			Other Conditions	
Amounts without tax			Stamp duty	VAT			Amount With Tax			
In %	Euros (min/max)	Annual amount		Main.	Mad.	Az.	Main.	Mad.		Az.

5.2. Postage costs												
1	Within Portugal (mainland and autonomous regions)	-	0,50	-	-	23%	22%	16%	0,62	0,61	0,58	-
2	To EU	-	1,75	-	-	23%	22%	16%	2,15	2,14	2,03	-
3	To other countries	-	2,50	-	-	23%	22%	16%	3,08	3,05	2,90	-

Annexes

6. Intrabank credit transfers and intrabank standing orders

	Tiers (Euros)	Transfer order delivery channel								Other Conditions
		Branch		Online (internet) / Mobile device(mobile)		Phone		ATM		
		%	Euros (min/máx)	%	Euros (min/máx)	%	Euros (min/máx)	%	Euros (min/máx)	
6. Internal/national transfers issued										
6.1. Intrabank credit transfers/intrabank standing order (between Bankinter Portugal Accounts)										
Same payer and payee										
-One-off and periodic without debit notice	-	-	0,00	-	0,00	-	0,00	-	0,00	Notes <sup>(1) (3)</sup>
-One-off and periodic with debit notice	-	-	0,50	-	0,50	-	0,50	-	-	Notes <sup>(1) (3)</sup>
Different payer and payee										
-One-off and periodic without debit notice	-	-	2,00	-	0,00	-	0,00	-	0,00	Notes <sup>(2) (3)</sup>
-One-off and periodic with debit notice	-	-	2,50	-	0,50	-	0,50	-	-	Notes <sup>(2) (3)</sup>
Add Stamp Duty (4%)										

Note (1): In the Online (Internet) and Telephone channels, the limit is €25,000 per operation/day.  
Note (2): In the Telephone channel the limit is €5,000 per operation/day and in the Online channel (Internet) the limit is €12,500 per operation/day.  
Note (3): Transfer currency denominated in EUR (euro) or any currency accepted by Bankinter, S.A., Sucursal em Portugal.



# General Terms of the Products and Services to be Provided to Bankinter Customers - Personal Account

## Annexes

### 7. SEPA+ credit transfers and SEPA+ standing orders

	Tiers (Euros)	Transfer order delivery channel								Other Conditions
		Branch		Online (internet)/Mobile device (mobile)		Phone		ATM		
		%	Euros (min/máx)	%	Euros (min/máx)	%	Euros (min/máx)	%	Euros (min/máx)	
7.SEPA+ credit transfers/SEPA+ standing order (interbank transfers)										
Normal										
-One-off and periodic without debit notice	-	-	3,00	-	0,50	-	0,50	-	0,00	Notes <sup>(1) (2) (4)</sup>
-One-off and periodic with debit notice	-	-	3,50	-	1,00	-	1,00	-	-	Notes <sup>(1) (2)</sup>
Urgent										
-One-off without debit notice	-	-	-	-	0,50	-	0,50	-	-	Notes <sup>(1) (2)</sup>
-One-off with debit notice	-	-	-	-	1,00	-	1,00	-	-	Notes <sup>(1) (2)</sup>
In Real Time (TARGET2)										
-One-off with or without debit notice	-	-	28,85	-	28,85	-	28,85	-	-	Notes <sup>(1) (3)</sup>
With valid IBAN and BIC SWIFT but beneficiary bank not participating in the SEPA transfer service or other currencies not comparable to the euro <sup>(5)</sup>										
Normal	-	0,25%	25,00 / 100,00	0,15%	15,00 / 75,00	0,15%	15,00 / 75,00	-	-	Notes <sup>(1)</sup>
Urgent	-	Add 50% to the price of normal transfers		-	-	-	-	-	-	-
Add Stamp Duty (4%)										

Note (1): In the Telephone channel the limit is €5,000 per operation/day and in the Online channel (Internet) the limit is €12,500 per operation/day.

Note (2): Transfer currency denominated in EUR (euro) or SEK (Swedish krona). The Bank does not have the RON (Romanian leu) currency available.

Note (3): Only for transfer currency denominated in EUR (euro).

Note (4): In the Minimum Banking Services Current Account, forty-eight interbank transfers per calendar year via homebanking are available free of charge (without debit notice).

Note (5): For the list of banks adhering to SEPA, see <https://www.europeanpaymentscouncil.eu/what-we-do/be-involved/registerparticipants/registers-participants-sepa-payment-schemes>.

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## Annexes

### 8. Non-SEPA credit transfers

	Tiers (Euros)	Transfer order delivery channel								Other onditions
		Branch		Online (internet)/Mobile device (mobile)		Phone		ATM		
		%	Euros (min/máx)	%	Euros (min/máx)	%	Euros (min/máx)	%	Euros (min/máx)	
8. Cross-Border/international transfers issued										
Not covered by EU Regulation No. 260/2012										
8.1. Non-SEPA+ credit transfers (non-SEPA countries, other currencies not comparable to the euro)										
Normal	-	0,25%	25,00 / 100,00	0,15%	15,00 / 75,00	0,15%	15,00 / 75,00	-	-	Note <sup>(1)</sup>
Urgent	-	Add 50% to the price of normal transfers		-		-		-		-
8.2 Transfers to USA or in USD										
Normal	-	0,25%	25,00 / 100,00	0,15%	15,00 / 75,00	0,15%	15,00 / 75,00	-	-	Note <sup>(1)</sup>
Urgent	-	Add 50% to the price of normal transfers		-		-		-		-
OUR fee regime option	-	Add €25 to the price list for Normal or urgent transfers.		-		-		-		Note <sup>(2)</sup>
Add Stamp Duty (4%)										

Note (1): In the Telephone channel the limit is €5,000 per operation/day and in the Online channel (Internet) the limit is €12,500 per operation/day.

Note (2): When the transfer is made in foreign currency, OUR costs will be debited from the current account in EUR.

### 9. Summary of the method used for calculating the Exchange Rate applied in Payment Transactions and Banking Fees

As part of Payment Transactions and the charging of Bank fees, there may be a need to perform currency conversions, applying an exchange rate to the transaction amount or the commission amount.

The exchange rate translates the price of a specific currency in monetary units in another currency.

For payment transactions, the exchange rate is obtained by adding a percentage margin to the reference exchange rate published by Bankinter, S.A., Sucursal in Portugal which can be consulted on the Bank's Internet Site - "Taxas de Câmbio".

In relation to Banking fees, the latest reference exchange rate for the Euro, provided by the European Central Bank, will be applied and can

be consulted at <https://www.ecb.int/stats/exchange/eurofxref/html/index.en.html>

# General Terms of the Products and Services to be Provided to Bankinter Customers - Personal Account

## Annexes

Bank transactions <sup>(1)</sup>		Comments
Payment Transactions		
Transfers <sup>(2)</sup>	Issued	Whenever there is a need to carry out currency conversions, the latest exchange rate from the reference exchange rate table published by Bankinter, S.A., Sucursal in Portugal will be used, plus 1.5%. This rate is available for consultation on the Bank's Internet Site - "Taxas de Câmbio"
	Received	Whenever there is a need to carry out currency conversions, the latest exchange rate from the reference exchange rate table published by Bankinter, S.A., Sucursal in Portugal will be used, plus 1.5%. This rate is available for consultation on the Bank's Internet Site - "Taxas de Câmbio"
Remittances and documentary credits		Whenever there is a need to carry out currency conversions, the latest exchange rate from the reference exchange rate table published by Bankinter, S.A., Sucursal in Portugal will be used, plus 1.5%. This rate is available for consultation on the Bank's Internet Site - "Taxas de Câmbio"
Cheques		Whenever there is a need to carry out currency conversions, the latest exchange rate from the reference exchange rate table published by Bankinter, S.A., Sucursal in Portugal will be used, plus 2%. This rate is available for consultation on the Bank's Internet Site - "Taxas de Câmbio" or at Bankinter branches
Buying and Selling Foreign Banknotes		Whenever there is a need to carry out currency conversions, the latest exchange rate from the reference exchange rate table published by Bankinter, S.A., Sucursal in Portugal will be used, plus 2%. This rate is available for consultation on the Bank's Internet Site - "Taxas de Câmbio" or at Bankinter branches
Bank Fees		
Fees		Whenever there is a need to carry out currency conversions, the latest average reference exchange rate for the Euro, provided by the European Central Bank, will be used. The Euro reference exchange rates can be consulted at <a href="https://www.ecb.int/stats/exchange/eurofxref/html/index.en.html">https://www.ecb.int/stats/exchange/eurofxref/html/index.en.html</a>

Note (1): The conditions indicated apply to Individual Customers and Other Customers

Note (2): Includes Intrabank Credit Transfers / Intrabank Standing Orders (between Bankinter Portugal Accounts), SEPA+ Credit Transfers / SEPA+ Standing Orders, Cross-border / International Transfers Issued not covered by EU Regulation No. 260/2012, Internal / National Incoming Transfers, and Inbound Cross-Border / International Transfers

## 10. Specific conditions of the MBNET - Secure Payment service

10.1. The MBNET - Secure Payment service. Through association of the card to an ID nr. and code, to be used exclusively by the account holder, the latter may make secure transactions in open environments (Internet, WAP, Interactive Television).

10.2. Customers may sign up for the MBNET - Secure Payment - service via any Automatic Teller Machine (ATM) or via other services provided by the Bank.

10.3. After signing up for the MBNET - Secure Payment - service, the account holder becomes responsible for maintaining the confidentiality of the secret code and undertakes to use this payment service in all and any transactions provided in open environments and by doing so recognizes that it owes the amounts registered electronically.

10.4. Bankinter may block any transactions made in open environments in cases in which the account holder does not use this service.

10.5. In the event of loss, theft or miscarriage of the adhesion data, the account holder shall immediately cancel the service via any Automatic Teller Machine (ATM) or via Bankinter Particulares.

10.6. At any moment in time the account holder may cancel adhesion to the MBNET - Secure Payment - service via any Automatic Teller Machine (ATM) or via Bankinter Particulares.



## Annexes

## Annex III. Contingency Channels

## Contingency Scenarios

**If branch offices are not available**, the bank offers its customers its Bankinter Particulares Service ([www.bankinterparticulares.pt](http://www.bankinterparticulares.pt)), available 24 hours a day, for duly registered customers and for products and services listed on this channel.

**If the Bankinter Particulares service is unavailable**, the Bank provides customers with the following alternatives:

- **Telephone Banking Service**: a description of the transactions carried out through this service is subsequently sent to the secure Bankinter Particulares mailbox.

## Level of Service

The level of service of Bankinter Particulares service is maintained.

## Price List

The Bankinter Particulares service price list will be used where the Bank does assume responsibility, regardless of the alternative channel that is selected. In other situations that do not fall under the Bank's responsibility, the price list of the channel used in contingency will apply.

**If the listed securities trading service is unavailable in**

**Bankinter Particulares**, the Bank provides customers the alternatives described below between the hours of 8.00 and 17.00.

- **Call (+351) 210 54 80 00** (Call to domestic landline network. The cost of the call will depend on the specific prices that you have agreed with your telecom operator) The bank will handle customer requests via this telephone number. For security reasons, these telephone numbers may not include all the options from the securities trading service. Once a customer's identity is verified via Telephone Banking, the call will be transferred to the central team (WebBackOffice), where the customer may send market orders.

## Service Level

Service level downgrades are specified for each contingency scenario.

## Price List

The Bankinter Particulares service price list will be used where the Bank does assume responsibility, regardless of the alternative channel that is selected. In other situations that do not fall under the Bank's responsibility, the price list of the channel used in contingency will apply.

**If the Bankinter telephone banking service is unavailable**, the Bank provides customers with the following alternatives:

- **Call (+351) 210 54 80 00** (Call to domestic landline network. The cost of the call will depend on the specific prices that you have agreed with your telecom operator) the Bank will handle customer requests via this telephone number. For security reasons, these telephone numbers may not include all the options from the Bankinter telephone banking service.

## Level of Service

The level of service of Telephone Banking Service is maintained.

## Price List

The Bankinter telephone banking service price list will be used where the Bank does assume responsibility, regardless of the alternative channel that is selected. In other situations that do not fall under the Bank's responsibility, the price list of the channel used in contingency will apply.

## Annex IV. Useful Contacts

## Complaints

Customer Ombudsman

Telephone – 800 261 820 (Free national call)

Email – [provedoria.cliente@bankinter.com](mailto:provedoria.cliente@bankinter.com)

**Telephone nr., in the event of miscarriage, theft or falsification of cards**

## SIBS

In Portugal: 217 918 780 \* (available 24 hours/day)

Abroad: 00 351 217 918 780\* (available 24 hours/day)

**Annexes**

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Visa Internacional: +1 410 581 38 36 (Call to international number. Visa will accept the charge)

**Credit card assistance and insurance**

In Portugal: 210 739 296\*

Abroad: 00 351 210 739 296\*

Card nr. must be indicated.

\* Call to domestic landline network. The cost of the call will depend on the specific prices that you have agreed with your telecom operator.

Final Declarations

I (We) declare that I/We are familiar with the General Terms of Adhesion for Bankinter Customers - Personal Account, and also the General Terms of the Products and Services to be Provided to Bankinter Customers - Personal Account, which I(We) have read and accept, having been supplied with one copy of each of these documents, composed by 44 (forty four) pages. I(We) also confirm the veracity and up-to-date accuracy of the information that I(We) have provided in the Main Account - Personal Account (Signatures' Sheet) and in the Adhesion Agreement - Personal Account.

I (we) declare that I (we) understand the information on personal data protection found in Annex I - Information on Personal Data Protection.

Current Account No.

1<sup>st</sup> Account holder - Representative

2<sup>nd</sup> Account holder - Representative

3<sup>rd</sup> Account holder - Representative

4<sup>th</sup> Account holder - Representative

5<sup>th</sup> Account holder - Representative

6<sup>th</sup> Account holder - Representative

7<sup>th</sup> Account holder - Representative

(Signature in conformity with Identification Document)

Reserved for Bank use only

Receiving Branch

Branch's Code  Account Manager's Code

Proposer's Code

Proposer's Signature

I have checked the signatures specified in the General Terms

Date

Checker's Code

Checker's Signature

I have checked the signatures specified in the General Terms

Date