

General Terms and Conditions

CREDIT SUISSE (LUXEMBOURG) S.A. – Portugal Branch

These General Terms and Conditions (referred to hereinafter as the “**General Conditions**”) apply to the entire business relationship between the client and CREDIT SUISSE (LUXEMBOURG) S.A., Portugal Branch (referred to hereinafter as “the **Bank**”). The Bank has its registered address at Avenida da Liberdade, n.º 180-A, 8.º andar, 1250-146 Lisboa and is registered with the trade and companies register in Lisbon under the number 980492491. The Bank is a branch of CREDIT SUISSE (LUXEMBOURG) S.A., a Luxembourg bank in the form of a public limited company. CREDIT SUISSE (LUXEMBOURG) S.A. is a part of the CREDIT SUISSE GROUP of entities. It is supervised by the Commission de Surveillance du Secteur Financier (“CSSF”), the Luxembourg regulatory authority for the financial sector. The CSSF is located at 283, route d’Arlon, L-1150 Luxembourg. Additionally, in relation to certain operations (e.g. rules of conduct) CREDIT SUISSE (LUXEMBOURG) S.A., Portuguese Branch is supervised by Banco de Portugal (“BdP”) and Comissão do Mercado de Valores Mobiliários (“CMVM”), the Portuguese regulatory authorities for the banking and investment services’ sectors, respectively. The BdP is located at Rua do Comércio, 148 (1100-150 Lisboa) and the CMVM is located at Rua Laura Alves, 4 (1050-138 Lisboa).

I. Basic rules governing the relationship between the client and the Bank

A. Scope of the General Terms and Conditions

Art. 1. (1) These General Conditions apply to the provision of investment services to the client by the Bank, specifically, services of investment advice in relation to the assets of the client held with CREDIT SUISSE (LUXEMBOURG) S.A., as well as the reception and transmission of orders for the purchase or sale of financial instruments via the client’s account held with CREDIT SUISSE (LUXEMBOURG) S.A. The provisions contained in agreements reached with the client or in special conditions shall take precedence.

(2) These General Conditions may apply also to the provision of other services to the client by the Bank, which include referral or introduction services, the distribution of products, as well as, general client relationship management services of administrative nature, to the extent the General Conditions fit to the nature of these services.

(3) Any divergent general terms and conditions stipulated by the client shall not be applicable.

(4) For the purpose of these General Conditions “Consumer” means any individual who, in his business relationship with the Bank, is acting for purposes other than his trade, business or profession.

(5) References to “he”/“his” in these General Conditions shall include references to “she”/“her” and “it”/“its”.

B. Amendments to the General Conditions and the Informative Documentation

Art. 2. (1) The Bank reserves the right to amend these General Conditions and/or any informative documentation and/or to add new provisions at any time due to the following good reasons: changes to the statutory or regulatory provisions applicable in the banking and financial markets’ sector or in tax regulations, changes to banking or investment services practices, conditions on the financial markets or changing of costs (including change of level of price inflation) or methods (e.g. technological means) of rendering banking or investment services in Portugal.

(2) If the Bank intends to amend these General Conditions and/or any informative documentation, or to add new provisions, it shall inform the client immediately, stating the clauses to be amended or added and the content of such amendments or additions. The intended amendments or additions may also be implemented by means of a separate document, which becomes a component of these General Conditions and/or any informative documentation in such cases.

(3) Amendments, additions and separate documents of this sort shall become legally valid for all of the client’s current and future business relationships with the Bank on the date indicated by the Bank which cannot fall before the lapse of 30 days from the

dispatch of the notification of such amendment to the client. The client is deemed to have agreed to such amendments, if he omits to notify his refusal in writing before the date of entry into force of the amendments. The client may be notified in a manner that has been agreed with him under the terms of the business relationship, and in any case by mail. The Bank may also supply the amended General Conditions and/or any informative documentation to the client by providing an internet link that can be used to access these documents. However, the Bank shall provide hard copies of these documents upon request. (4) In such notification, the Bank shall draw the client’s attention to the factual content of the amendment or addition, pointing out that the absence of a response to the notification shall be deemed to constitute consent to the amendment or addition, in accordance with the conditions stipulated in paragraph 3. (5) In the event of an objection, the client will be entitled to terminate the contractual relationship with immediate effect.

C. Transmitting Investment Advice, Instructions and Correspondence

1. Giving Investment Advice and Instructions from the Client

Art. 3. (1) Subject to paragraph 2, instructions as well as any other declarations from the client must generally be issued to the Bank in writing; communication by fax or e-mail is not considered as communication in writing. The same requirement of writing applies to any instructions given by the client for services (including instructions for specific advice). The existence and content of each communication must be proved by the client.

(2) If the client so requests, the Bank is free to advise, to execute instructions issued by the client and to accept any other declarations from the client by using telecommunication; specifically, by fax or telephone, on the conditions stipulated in Article 25. Unless otherwise agreed in writing, instructions or any other declarations issued by e-mail for the above purposes shall not be executed or accepted. If the Bank provides investment advice or executes instructions by fax or telephone, it is expressly agreed that the document that the Bank issues (as a result of the advice given or the instruction received) shall constitute proof of either the advice given by the Bank or the instruction issued by the client, subject to Article 5 paragraph 3 herein.

(3) If advice is given or instructions are issued or other declarations are made by telecommunication, the client must take appropriate precautions against transmission errors system failures, malfunctions, viruses, interruptions, abuse, electronic attacks and similar risks.

(4) If the Bank’s appropriateness assessment leads to the conclusion that the product or investment service is not appropriate for the client, the Bank shall issue the required

warning to the client in written form (also via e-mail or by facsimile). The parties expressly agree that the Bank may give proof of the issuance to the client of the aforementioned warning through notes of its employees, records in the Bank's systems, as well as any other documents of data, such as the relating transaction statement issued by CREDIT SUISSE (LUXEMBOURG) S.A.

(5) The client must ensure that instructions to the Bank are phrased clearly and unambiguously. Any confirmation of, or amendment to, an instruction must be identified as such.

2. Reception and Transmission of Orders

Art. 4. (1) The client shall authorize the Bank to receive and transmit client orders to CREDIT SUISSE (LUXEMBOURG) S.A. for execution, by signing the form(s) and/or agreement(s) containing such powers.

(2) If client orders or related instructions are incomplete or unclear to the extent that the content prevents the Bank from transmitting the order for execution, the Bank is to promptly notify the client of this, and the Bank may also suspend the transmission of such orders, until it receives the necessary additional information or clear instructions.

(3) The Bank is entitled to refuse to transmit orders for execution if there are any doubts regarding the identity of the instructing party, or if there are other good reasons to do so, particularly where it is suspected that the transaction is in contravention with the law or the regulations in place. It may also refuse or suspend execution of an order if such order relates to transactions or products that CREDIT SUISSE (LUXEMBOURG) S.A. does not usually offer, or if the client has violated his obligations towards the Bank or CREDIT SUISSE (LUXEMBOURG) S.A.

(4) Client orders executed by CREDIT SUSSE (LUXEMBOURG) S.A. are confirmed towards the client by the latter.

(5) The Bank shall not be bound by the revocation of any order or related instruction by the client, where such order or instruction has already been executed by CREDIT SUISSE (LUXEMBOURG) S.A.. The Bank shall not be liable in any event whatsoever for any damage suffered by the client arising from the execution of such orders. Revocation of orders or related instructions given by the client to the Branch shall follow the same procedure as is used for placing orders.

3. Proof

Art. 5. (1) The client and the Bank explicitly agree that the Bank may prove its claims, or the absence of an obligation towards the client, by using all means permissible in commercial matters, such as witness' statements or affidavits, insofar as are necessary or expedient.

(2) Reproduction by the Bank of original documents from the Bank's official records, whether stored physically or electronically, or by other means (including storage on optical disks) shall constitute proof and shall have the same evidential weight as a written original document.

(3) The client explicitly authorizes the Bank to make audio recordings of telephone conversations with the Bank and to store them electronically. The audio recording and/or storage medium may be used by the Bank or CREDIT SUISSE (LUXEMBOURG) S.A. both for the purposes of court proceedings and in any other proceedings, including communication of the recordings to the competent capital market supervisory authorities (in original or transcribed form). The Bank or CREDIT SUISSE (LUXEMBOURG) S.A. shall not bear any liability for damage suffered by the client as a result of errors in the content of the transcriptions, unless such errors are due to intent or gross negligence. The Bank shall inform the

client at the start of a recorded telephone conversation that the telephone conversation is to be recorded, and shall ensure that banking and professional confidentiality is safeguarded.

4. Correspondence, Language of Documentation

Art. 6. (1) Unless otherwise agreed, the Bank shall send all documentation via regular mail. Correspondence relating to agreements with several natural persons acting as one client shall be sent to a joint address provided to the Bank. If no joint address has been provided to the Bank, the correspondence shall be sent to one of the said persons.

(2) The Bank shall prove that correspondence was dispatched and the date of such dispatch by submitting a copy of the correspondence or a stored record of the dispatch in another form. The dispatch report for a fax transmission proves that the document was sent by the Bank and received by the client.

(3) If correspondence is returned to the Bank endorsed "addressee unknown" or "Moved", the Bank will be entitled to retain this and any further correspondence, until the Bank is informed in writing of the client's new address. The Bank is entitled to charge appropriate fees for retaining the correspondence. Correspondence returned to the Bank due to non-delivery may be destroyed by the Bank after a period of 24 months after the correspondence has been returned to the Bank.

(4) All information material, forms and other documents are available in Portuguese and/or English. Any communication between the client and the Bank is to take place in Portuguese or English. For the avoidance of doubt, any communication between the client and CREDIT SUISSE (LUXEMBOURG) S.A. is to take place in English.

D. Bank's Obligations and Liability

5. Duties to Provide Information

Art. 7. (1) Without prejudice to statutory obligations to provide information, the Bank is not obliged to inform the client of possible losses in value of the clients' assets or liabilities caused by market fluctuations, or of circumstances that might unfavourably affect or endanger the value of such assets or liabilities.

(2) Provided that the relevant legal and regulatory provisions are fulfilled, the Bank may issue certain (non-personalized) information to the client solely via the Bank's website. In this case, by entering into a business relationship with the Bank and therefore agreeing to these General Conditions, the client undertakes to consult the Bank's website on a regular basis.

(3) The Bank shall inform the client of any changes which may occur to the information which it has issued to him, if there is a legal obligation for it to do so.

(4) The Bank shall have no obligation to inform the client of any corporate actions and/or events (in particular on shareholders' meetings) regarding companies the shares of which are owned by the client even if the acquisition of such shares has taken place in the context of the services provided by the Bank, unless the Bank has expressly undertaken such obligation in writing.

6. Liability

Art.8. (1) Any liability of the Bank for consequential damages is excluded in any case.

(2) The Bank shall not be liable if any loss was caused by an independent third party, an unavoidable event or otherwise by force majeure.

(3) The Bank shall not be liable for any delays in the transmission by the Bank or the execution by CREDIT SUISSE (LUXEMBOURG) S.A. of instructions arising from compliance

with duties imposed upon it or upon CREDIT SUISSE (LUXEMBOURG) S.A. by law.

E. Notification of Changes; Filing of Objections

1. Notifying Important Changes

Art. 9. (1) The client shall provide the Bank with all information the Bank shall consider necessary for conducting the banking relationship and/or prescribed by any law or regulation and to execute all documents as reasonably requested by the Bank from time to time (such as, e.g., relevant powers of attorney or statements of personal information) in order to conduct the banking relationship. The client must promptly notify the Bank in writing of any changes in circumstances which might cause the information provided to the Bank to become incomplete or inaccurate. The client has in particular the obligation and undertakes to promptly notify the Bank of any changes regarding the name (s)/ company name, residence address/registered office, address(es) of residence for tax purposes, tax identification number (TIN), nationality/nationalities, legal entity type and any contact details, such as telephone number(s), fax number(s), and e-mail address(es) in respect of the client and/or in respect of any other person(s) involved in the banking relationship, such as the beneficial owner(s) (if different from the client), any controlling person(s), as applicable, authorized representative(s) and/or person(s) holding a power of attorney, or any other information provided in relation to the execution or performance of the agreement entered into between the client and the Bank.

(2) Any loss of or restriction to the client's legal capacity must be immediately reported to the Bank in writing. If the client is a company or another legal entity, the Bank must also be notified immediately if it is dissolved.

(3) The client is obligated to notify the Bank of any change which affects his financial situation and which, in particular, has or may have an effect on the assessment of the suitability of an investment recommendation to be provided by the Bank for the client. If the client fails to notify the Bank of such changes and/or of knowledge and experience of investment matters accumulated in business relationships with other banks while his business relationship with the Bank is ongoing, then such changes, knowledge and experience cannot be taken into account by the Bank when assessing the suitability or appropriateness of future services. The Bank shall not be liable for disadvantages or damages suffered by the client.

2. Filing Objections and Complaints

Art. 10. (1) The client must verify that declarations by the Bank or any other statements of any kind, are complete and correct, and must file any objections within the time-limit specified in paragraph 2. He must inform the Bank immediately if regular communications from the Bank, if any, or other declarations or items sent by the Bank which the client would have expected in the given circumstances fail to arrive by the time in which they would normally reach him.

(2) If the Bank receives no written objections by the client within 14 days from receipt of a declaration, the Bank's services as stated are deemed to have been approved, and all information and numbers appearing in the statements or other written declarations are deemed to be conclusive, accurate and approved.

(3) If the client has any objections in relation to the proper performance of the Bank's obligations towards clients, or other defaults related to the provision of the Bank's services, the client shall be entitled and obliged to file a complaint at any time, provided that in case of services notified or confirmed to

the client by communications from the Bank the client shall be entitled and obliged to file a complaint within the time-limit specified in paragraph 2.

(4) Complaints shall be dealt with, within one month after being filed. In extremely complicated cases or if additional research is necessary, the Bank can extend the complaint investigation deadline, notifying the client of this and giving the reasons.

(5) If the Bank finds the complaint justified, it shall eliminate the identified irregularity, satisfy the claim or restore the prior state of affairs, as if the event giving cause for complaint had not taken place, or repair the damage. The above shall apply as appropriate to a complaint acknowledged in part.

(6) The client shall be obliged to cooperate with the Bank to identify and examine any default related to provision of the services and restore the state that would have existed if the event had not taken place, or repair the damage, as well as being held liable for failure to meet this obligation, especially if this results in damage.

F. Place of Performance; Applicable Law; Place of Jurisdiction; Unenforceability of Individual Provisions

1. Place of Performance

Art. 11. The place of performance of all services between the client and the Bank shall be the domicile of the Bank, in respect of both parties.

2. Choice of Law

Art. 12. (1) All legal relations between the Client and the Bank shall be subject to Portuguese law, with the exception of its reference provisions.

(2) With respect to Clients qualified as consumers under another country's law ("**Non Portuguese Consumer Client**"), such country's mandatory laws are applicable and the laws protecting consumers of such jurisdiction shall be applicable to the extent they provide for a higher level of protection under such applicable law, than the applicable laws in Portugal and the provisions of these General Conditions.

3. Place of Jurisdiction

Art. 13.

(1) A client which is not a Consumer may only take legal action against the Bank at the competent court which has subject-matter jurisdiction at the domicile of the Bank's registered office in Lisbon, Portugal. This shall also be the legal venue for legal actions taken by the Bank against a client which is not a Consumer, although the Bank shall also be entitled to assert its rights in every other court having local jurisdiction and jurisdiction over the subject-matter.

(2) The general legal venue in Portugal provided for by law in case of legal actions of a Consumer or against a Consumer regarding agreements with a bank shall remain the same even if the Consumer, after entering into these General Conditions, transfers his domicile abroad and Portuguese court decisions are enforceable in that country.

(3) The relevant laws for Non-Portuguese Consumer Clients might allow the Non-Portuguese Consumer Clients to file a claim at another court in the Non-Portuguese Consumer Client's country.

4. Unenforceability of Individual Provisions

Art. 14. If a provision of these General Conditions or a provision in the agreements concluded between the Bank and the client becomes unenforceable or null and void, this shall not render the remaining provisions unenforceable or null and void. The

unenforceable or null and void provision shall be replaced by an enforceable provision whose meaning and purpose most closely approximate to the unenforceable or null and void provision in a business sense.

G. Termination of the Business Relationship

1. Ordinary Termination

Art. 15. The client may terminate the entire business relationship with the Bank or individual parts thereof at any time by sending a written notice to the Bank.

Unless a fixed-term agreement is in existence, the Bank may terminate the entire business relationship or individual parts thereof with the Client at any time by giving a 2 months' notice period.

2. Termination for Good Cause

Art. 16. (1) If good cause exists the Bank may terminate the entire business relationship or individual parts thereof at any time, with immediate effect, regardless of agreements to the contrary.

(2) Good cause exists in particular when:

- The assets of the client or another obligated party deteriorate or are endangered, thereby posing a risk to compliance with obligations towards the Bank;
- The client makes materially incorrect or incomplete statements regarding his assets or financial situation or regarding any other material circumstances;
- The client does not comply with his obligation to provide information to the Bank and/or to execute documents as reasonably requested by the Bank for the purpose of conducting the business relationship;
- The Bank is no longer permitted to maintain a banking relationship due to legal, regulatory, or product-specific reasons;
- The client does not or cannot meet any obligation towards the Bank upon written communication of the Bank to remedy the default within a reasonable period of time;
- The Bank requires the cooperation of the client to meet statutory, regulatory or contractual obligations towards third parties, and the client violates his cooperation obligations arising from his business relationship with the Bank;
- CREDIT SUISSE (LUXEMBOURG) S.A. has terminated the business relationship with the client for good cause; or
- The Bank becomes aware that criminal investigations have been initiated with respect to the client.

3. Legal Consequences of Termination

Art. 17. (1) Upon termination of the entire business relationship, or individual parts thereof, any amounts owed on the basis of the relationship or parts thereof shall fall due for immediate payment. The client is also obligated to relieve the Bank of all obligations undertaken on his behalf.

(2) Instructions already issued may still be completed (e.g. transmitted) by the Bank, although the Bank is not obligated to do so.

(3) Settlement shall be deemed completed as of the date of satisfying all indisputable claims resulting from the provision of services by each party.

(4) The business relation with the Bank and the General Conditions shall also continue to apply after the termination of the business relationship until complete settlement.

(5) Charges and expenses remain due even after the business relationship has been terminated and until complete settlement. Charges and expenses that the client has paid to the Bank in

advance shall not be refunded.

H. Special Events

Art. 18. If the client dies or becomes legally incapable or in case of dissolution (in case of legal entities), the business relationship with the Bank will continue until the Bank is informed in writing of an event of this nature and suitable documentary evidence of the event is submitted. Until the Bank has received written information of this sort, it shall not be liable for any actions undertaken on the basis of instructions from the authorized representatives, or from the incapable person himself/herself.

II. Data Protection

Art. 19. (1) Collection and Processing of Information by the Bank

a) In general, the Bank is authorized to collect, store and process ("processing", "process") all information relating to the client and any other person involved in the banking relationship, as the case may be, (such as, e.g., any authorized representative(s), person(s) holding a power of attorney and/or beneficial owner(s), if different from the client) (each referred to hereinafter as "Affected Person"), including, but not limited to, each client's/Affected Person's name/company name, date and place of birth, nationality/nationalities and residence address/registered office as well as generally all information of which it becomes aware in connection with the business relationship with the client (referred to hereinafter as "Information") to the extent this is required for the conduct of the business relationship with the Bank; this includes automated storage and processing.

b) In compliance with the statutory requirements, the Bank is furthermore authorized to process Information when this is necessary to safeguard the prevention, investigation and detection of payment fraud.

c) Information may also be processed in order to evaluate the client's financial needs and to offer financial services to the client.

(2) Disclosure of Information

a) The Bank treats information regarding the client and any Affected Person as strictly confidential, in accordance with the statutory provisions on data protection and bank or professional secrecy. Such confidentiality shall not extend to any information:

- With respect to which there is a legal disclosure obligation to any competent authority;
- That the Bank may have to invoke before any court or other authority in its defence against any claim relating to its business relationship with the client;
- The communication of which has been expressly authorised by the client and any Affected Person or is necessary for the fulfilment of the Bank's contractual obligations towards the client or the Bank's compliance with internal regulations.

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b) The client is aware and accepts that certain of the Bank's processes are operated on the information technology (IT) platform (referred to hereinafter as the "Swiss IT Platform") of Credit Suisse AG in Switzerland or any successor company (referred to hereinafter as "CS CH") for the purpose of ensuring an efficient servicing of the client's needs. The EU Commission issued, on 26 July 2000, the Decision on the adequate protection of personal data provided in Switzerland. The client acknowledges and accepts that Information regarding him or any Affected Person (as the case may be) is processed and stored on the Swiss IT Platform hosted and operated in

Switzerland to the extent such Information is required for operational purposes and that dedicated persons and/or teams of CS CH will have access to Information on the Swiss IT Platform on a need-to-know basis. Such Information may in particular include the one explicitly specified in paragraph (1) a), e.g., each client's/Affected Person's name/company name, as well as the client number (CIF n°), legal entity identifier (LEI), taxpayer identification number (TIN), global intermediary identification number (GIIN) or similar and the country of residence for tax purposes. The Information which shall be shared on the Swiss IT Platform may vary in particular depending on applicable legal and regulatory requirements.

c) Furthermore, the client is aware and accepts that the Bank, in order to best serve the client's needs, may be required in case of a potential direct outsourcing by the Bank of specific tasks to Credit Suisse Poland Sp. z o.o. or any successor company (referred to hereinafter as "CS Poland") to grant dedicated persons and/or teams of CS Poland "read access" to the Bank's local IT system (the Bank uses the IT system of CREDIT SUISSE (LUXEMBOURG) S.A.), including access to Information in relation to the client or any Affected Person, as the case may be, on a need-to-know basis.

d) The client is further aware and accepts that the Bank may be required to exchange Information with its home company CREDIT SUISSE (LUXEMBOURG) S.A for the purpose of establishing and/or conducting the business relationship with the client. Such Information may in particular include the one specified in paragraph (1) a) and generally any Information which is relevant for each client's/Affected Person's identification.

e) The client is further aware and accepts that the Bank may also be required to disclose Information in accordance with other provisions in these General Conditions.

f) The client acknowledges that the Bank may use any means of communication, including electronic means, to share, disclose and/or transfer Information in order to achieve the aforementioned purposes, and including, among other things, the use of electronic mail (e-mail).

g) Any Information disclosed by the Bank to any other entities of the Credit Suisse Group or any successor company or any other third parties will be subject to the laws applicable to them and may not be covered by Portuguese laws including Portuguese bank-client confidentiality rules. The laws and regulations in other countries may however not necessarily offer the same level of confidentiality, bank-client confidentiality or data protection as Portuguese laws do, and may require the Bank to disclose all or any part of the Information to authorities or other third parties. The Bank neither explicitly nor implicitly guarantees that the recipient of the Information will comply with all obligations regarding treating the disclosed Information confidentially or processing it in accordance with applicable laws.

h) The client expressly consents in the disclose Information in accordance with this paragraph (2) by the Bank to any other entities of the Credit Suisse Group or any successor company or any other third parties that do not offer the same level of confidentiality, bank-client confidentiality or data protection and acknowledges that the Bank by disclosing any Information in accordance with this paragraph (2) is not violating any bank-client confidentiality and data protection laws and releases the Bank, its governing and supervisory bodies, employees and other persons being at the Bank's service from all liability in connection with the disclosure of Information and accepts responsibility for all claims, consequences and damages which could arise as a result of any use of the Information by the

respective recipient or any other third parties.

i) The Bank may disclose Information in accordance with this paragraph (2) as long as is necessary in relation with the abovementioned purposes.

(3) Data protection

a) Information will be collected, stored, processed and disclosed by the Bank for the abovementioned purposes.

b) In accordance with statutory regulations on data protection the client and any Affected Person, as the case may be, have the right to access the Information relating to them and which has been collected and/or disclosed by the Bank and the right to have such Information rectified in case of factual error.

c) The client and any Affected Person, as the case may be, may further withdraw their consent to the storage, processing and disclosure of Information relating to them at any time and have a right to object to the storage, processing and disclosure of such Information upon legitimate grounds, save where otherwise provided by law. By exercising these rights the storage, processing and/or disclosure may no longer involve the relevant Information, and this may constitute an obstacle to the continuation of the business relationship between the client and the Bank.

d) The client and any Affected Person have the right to object to the use of Information for the purposes of direct marketing.

e) In order to exercise the rights mentioned in this paragraph (3) (b) (c) (d) the client and any Affected Person must send a written request to the Bank to the e-mail address cs.portugal@credit-suisse.com or address at Avenida da Liberdade, n.º 180-A, 8.º andar, 1250-146 Lisboa.

f) Also through a requisition by writing addressed to the Bank, the client and any Affected Person may request the Bank the restriction of the Information processing as well exercise their right to portability.

g) If the client and any Affected Person consider that the processing of Information infringes the Portuguese laws on data protection they have the right to lodge a complaint with a supervisory authority, in particular before the Portuguese Data Protection Authority (*Comissão Nacional de Protecção de Dados*).

h) All Information shall be stored by the Bank as long as is necessary for the abovementioned purposes and in accordance with the statutory limitation periods.

(4) Client's obligations

The client has the obligation and undertakes to inform any Affected Person, as the case may be, about the fact that Information also in respect of the latter may be stored, processed and disclosed by the Bank for the abovementioned purposes..

III. Agreement Conclusion

1. Agreement Conclusion

Art. 20. When concluding an agreement with the Bank, the future client must prove his identity. The client must submit all documents requested by the Bank in accordance with the applicable regulations, including documents that identify the beneficial owner.

2. Specimen Signatures

Art. 21. (1) The persons empowered to represent the client and their legal or authorized representatives must register their signatures with the Bank. The Bank shall accept written instructions on the basis of the registered signatures.

(2) Until written notice of revocation is given, the Bank is authorized to regard these specimen signatures as exclusively valid, regardless of any entries in the commercial register or other official publications.

(3) The Bank shall not be liable for fraudulent use of the client's signature by a third party, regardless of whether the signature is genuine or forged. If the Bank fails to detect fraudulent or abusive use of the client's genuine or forged signature on documents and if it undertook legal actions on the basis of such documents, it is released from the obligation to reimburse the client for any losses incurred on the basis of the said use of the signature, except in cases of gross negligence in checking the documents submitted.

3. Authorization of Representatives

3.1. Representation of the Client

Art. 22. Only those persons who are authorized as representatives by law, or to whom an explicit and written power of attorney or signature authorization has been issued, shall be authorized to represent the client; such persons must prove their identity and their authorization to represent the client.

3.2. Power of Attorney

Art. 23. (1) The client may arrange for one or more authorized representatives to represent him vis-à-vis the Bank. Powers of attorney must be issued in writing, and unless otherwise agreed on the Bank's template.

(2) The Bank is entitled to refuse to execute orders or instructions from an authorized representative for reasons related solely to the authorized representative, as if the authorized representative himself were the party to the agreement.

3.3. Expiration or Modification of the Authorization to Represent the Client

Art. 24. The client must inform the Bank immediately in writing of the expiration or of any modifications to an authorization to represent him which has been notified to the Bank, and must furnish suitable documentary proof thereof. In particular, the foregoing shall apply also if the expiration or modification of the authorization to represent the client is entered in a public register and such entry has been published.

4. Communication by Telephone or Fax

Art. 25. (1) With regard to communication by telephone or fax the Bank provides the client with telephone and fax numbers either via its website, at the Bank's premise or otherwise.

(2) The Bank retains the right to request a written instruction/declaration from the client or to request that the client confirms an instruction/declaration given by telephone or fax in writing.

(3) With regard to communication by telephone, identification of the client takes place on the basis of information requested from the client that will ensure the person's identity. The Bank can request the client to provide any of the following personal details relating to the client:

- a) Name/surname,
- b) Date of birth,
- c) Address,
- d) Account number where assets to which the service relates to are held.

The Bank can also ask the client for at least one specific detail regarding the assets in the account subject to the service:

- a) Most recent transaction,
- b) Account balances,

c) Securities holdings etc.

(4) With regard to communication by fax, the client is identified on the basis of a sample signature held at the Bank.

(5) The Bank shall not be liable for any losses caused to the client by an unauthorized person instructing the bank using the client's data required to make such instruction by telephone or fax.

5. Multi-party Agreements

Art. 26. An agreement can be signed by two or more persons acting jointly as a client (hereafter each of them is referred to as the client).

6. Agreements with Individual Representation Right

Art. 27. (1) In this situation, each person signing the agreement as a client consents and acknowledges that each such person has authority to take all legal actions under the agreement without the involvement of the other client, and also terminate the agreement.

(2) Each client or authorised representative of it is expressly permitted to obtain or accept information or declarations from the Bank regarding the services provided.

(3) Unless otherwise stipulated by law, each client or authorized representative of it is authorized to receive declarations from the Bank on behalf of the other client. Caution and clarification of risks issued by the Bank to one for the clients or authorized representative of it will, therefore, be sufficient to meet the Bank's duty to provide information to the other client.

(4) The clients are jointly and severally liable for obligations arising from the agreement with the Bank.

(5) Powers of attorney can only be issued jointly by all of the clients. Revocation by one of the clients shall cause the power of attorney to lapse.

(6) Each client can revoke the individual power of representation of another client at any time, with future effect, by giving the Bank a relevant instruction. After such revocation, all the clients shall have only joint power of representation.

(7) Following the death of one of the clients, the powers of the other client(s) shall remain unchanged. In case of revocation by an heir, the powers of representation are then restricted to all the co-heirs and the surviving client acting on a joint basis.

(8) The provision in paragraph 7 regarding the death of a client shall also apply in respect to the legal incapacity of a client in relation to his representative(s).

7. Agreements with Joint Authority of Representation

Art. 28. (1) An agreement with several persons acting as a client can be signed as an agreement with joint powers of representation. Any change to the powers of representation can be stipulated only by clients acting jointly.

(2) Each client or authorised representative is expressly permitted to obtain or accept information or declarations from the Bank regarding the services.

(3) Unless otherwise stipulated by law, each client or authorized representative is authorized to receive declarations on behalf of all other clients. Caution and clarification of risks issued by the Bank to one of the clients or authorized representative will, therefore, be sufficient to meet the Bank's duty to provide information to all clients.

(4) All the clients are jointly and severally liable for obligations arising from an agreement.

(5) Powers of attorney can only be issued by all of the clients. Revocation by one of the clients will cause the power of attorney to lapse.

(6) After the death of a client, the other client(s) may only have

authority to act conjointly with heirs.

(7) The provision in paragraph 6 regarding the death of a client shall also apply in respect to the legal incapacity of a client in relation to his representative(s).

IV. Fees for Services and Compensation of Expenses

1. Compensation Principle

Art. 29. The Bank is entitled to receive appropriate compensation for the services it provides. The amount of said compensation for services provided by the Bank can be stated in a Table of Fees and Commissions and/or agreements entered into between the client and the Bank. Provided that such fees and charges are contained in a Table of Fees and Commissions the Bank reserves the right to amend such Table of Fees and Commissions at any time. In relating to amendments in the Table of Fees and Commissions the procedure set out under Art. 2 (2)–(5) shall apply.

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