

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 (referred to hereinafter as the **"CSSF"**), the Luxembourg regulatory authority for the financial sector. The CSSF is located at 283, route d'Arlon, L-1150 Luxembourg, Grand Duchy of 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 (referred to hereinafter as the **"BdP"**) and Comissão do Mercado de Valores Mobiliários (referred to hereinafter as the **"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).

The brochure "Your Banking Relationship with CREDIT SUISSE (LUXEMBOURG) S.A. – Client Information Booklet", as well as, any other information provided by CREDIT SUISSE (LUXEMBOURG) S.A. to the client shall, to the extent relevant, also be applicable to the business relationship between the client and the Bank.

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

A. Scope of the General 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 (on a non-independent basis) 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 may amend these General Conditions (e.g., by adding 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, it shall inform the client thereof, stating the clauses to be amended or added and the content of such amendments. The intended amendments may also be implemented by means of a separate document, which shall form an integral part of the General Conditions in such case.

(3) Amendments 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 does not notify his refusal in writing before the proposed 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 intended amendments by providing an internet link that can be used to access the relevant documents (in this case, the Bank undertakes to not unilaterally change the documents provided via the internet link). 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, pointing out that the absence of a response to the notification shall be deemed to constitute consent to the amendment, in accordance with the conditions stipulated in paragraph 3.

(5) In the event of an objection, the client may terminate the contractual relationship with the Bank with effect at any time until the date when the amendment would have applied.

(6) The Bank may amend mandatory or other information provided to the client at any time without notice period and provide the amended information by supplying to the client the internet link that he can use to access the amended information.

C. Providing Investment Advice, Instructions from the client, Reception and Transmission of Orders, Proof and Correspondence from the Bank, Language

1. Giving Investment Advice and Instructions from the Client

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

(2) If the client so requests, the Bank is free to provide advice via telecommunications and to execute instructions and to accept any other declarations and related communication from the client that are issued via telecommunications (specifically, by fax or telephone, under the conditions stipulated in Article 25). Unless otherwise agreed in writing, instructions or any other declarations and related communication 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 via telecommunications, the client shall take appropriate precautions against transmission errors system failures, malfunctions, viruses, interruptions, abuse, electronic attacks and similar risks.

(4) The client shall ensure that instructions to the Bank are phrased clearly and unambiguously. Any confirmation of, or amendment to, an instruction shall 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. Based on the fact that the client's instructions are transmitted by the Bank to CREDIT SUISSE (LUXEMBOURG) S.A. for execution, the best execution policy of CREDIT SUISSE (LUXEMBOURG) S.A. shall be applicable also in relation to the service of receipt and transmission of orders provided by the Bank to the client.

(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 shall notify the client of this without undue delay, 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 transmission of orders for execution if there are any doubts regarding the instruction (in particular, as regards the identity of the instructing party), or if

there are other good causes 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 transmission 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) Storage of original documents by electronic or other means shall constitute proof and shall have the same evidential weight as a written original document.

(3) In accordance with applicable legislation, the Bank records telephone conversations and electronic communications with the client and the client's authorized representatives and authorized signatories. Recordings of telephone conversations and electronic communications may be used by the Bank or CREDIT SUISSE (LUXEMBOURG) S.A. for the purposes of court proceedings and 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 such conversation shall be recorded, and shall ensure that banking and professional confidentiality is safeguarded..

4. Correspondence from the Bank, 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 notified to the Bank. If no joint address has been notified 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.

(5) If the Bank's appropriateness assessment leads to the conclusion that the product or an 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 (including telephone records), as well as any other documents or data, such as the relating transaction statement issued by CREDIT SUISSE (LUXEMBOURG) S.A.

(6) Where the suitability report is sent via means of telecommunication, it shall be provided in accordance with the mailing instructions given by the client. The client shall ensure that the recipient of the investment advice provided by the Bank (if different from the recipient of the suitability report) receives the suitability report without delay.

D. Bank's Obligations and Liability

1. Duties to Provide Information

Art. 7. (1) Without prejudice to statutory obligations to provide information, the Bank is not obligated to provide information to the client, in particular with respect to possible market fluctuations or other circumstances that might have an impact on the value of the client's assets and/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 to the information, which it has provided to him, if the Bank has a legal obligation 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.

2. Liability

Art. 8. (1) To the extent permitted by applicable law, the Bank shall be liable only for gross negligence and intent, and any liability of the Bank for indirect or consequential damages or lost profits shall be excluded.

(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 in particular 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; Complaints

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 shall notify the Bank in writing without undue delay 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. The Bank is entitled to rely on the information received from the client until updated information has been provided by the client.

(2) Any loss of or restriction to the client's legal capacity shall be reported to the Bank in writing without undue delay. If the client is a company or another legal entity, the Bank shall also be notified without undue delay if it is dissolved or in the process of being 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 shall verify without undue delay that declarations from the Bank or any other statements of any kind, are complete and correct, and shall file any objections within the time-limit specified in paragraph 2. He shall inform the Bank without undue delay 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 of notifying 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. The Bank shall notify the Client of the relevance of his conduct in this respect at the beginning of each such period. In case the Shared Client is a Consumer, the Shared Client has however the right to submit a complaint in accordance with paragraph [4].

(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) The Bank has implemented processes to ensure an adequate handling of client complaints.

In order to submit a complaint to the Bank, the Client may contact his Relationship Manager or normal day-to-day contact, by telephone, e-mail, fax or letter.

The Client is encouraged to submit a complaint via a website, as the complaint will be automatically transmitted to the Bank. The link is available on the Bank's website:

<https://www.credit-suisse.com/pt/en/private-banking/become-a-client.html>

The Client may also send a complaint in writing directly to the Bank:

CREDIT SUISSE (LUXEMBOURG) S.A. – Sucursal em Portugal
Av. da Liberdade, 180-A, 8.º andar, 1250-146, Portugal
Phone: +351 213 109 230
Fax: +351 213 109 211

Further information is available under the following link:

<https://www.credit-suisse.com/pt/pt.html>

The normal processing time for complaints is set to 10 bank business days unless a longer period is justified by the complexity of the request and the required investigations.

The Client may contact the Commission de Surveillance du Secteur Financier (hereinafter referred to as "CSSF") for the purposes of the Client's complaint at any time, and in particular if the Client has not obtained any response within the provided time limit or if the Client and the Bank were unable to reach an agreement on the resolution of the complaint. The respective contact details are:

Commission de Surveillance du Secteur Financier (CSSF)
283, Route d'Arlon,
L-1150 Luxembourg, Grand Duchy of Luxembourg
Telephone : +352 26 25 11

The Client may also contact the Portuguese Sectoral Authorities – *Comissão do Mercado de Valores Mobiliários* (hereinafter referred to as "CMVM") and *Banco de Portugal* (hereinafter referred to as "BoP") – for the purposes of the Client's complaint at any time, and in particular if the Client has not obtained any response within the provided time limit or if the Client and the Bank were unable to reach an agreement on the resolution of the complaint. The respective contact details are:

CMVM:

Departamento de Relação com o Investidor e Desenvolvimento do Mercado (DRIM)

Rua Laura Alves, n.º. 4, Apartado 14258, 1064-003 Lisboa
Phone: +351 213 177 000
Fax: +351 213 537 077
Email: cmvm@cmvm.pt

The procedure as well as all relevant information can be found on the website of the CMVM:
<http://web3.cmvm.pt/SAI/criarreclamacao.cfm>

BoP:

Banco de Portugal, Apartado 2240, 1106-001 LISBOA

The procedure as well as all relevant information can be found on the website of the BoP:

<http://cliente bancario.bportugal.pt/pt-PT/Reclamacoes/Paginas/Formulariodenovareclamacao.aspx>

(5) The client shall cooperate with the Bank in relation to the complaint, and especially to mitigate any damage arising in connection with such complaint. Any failure to cooperate may result in the Client being held liable in respect of such 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, such country's mandatory laws are applicable and the laws protecting consumers of such jurisdiction might 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 in 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 applicable for a client qualified as consumer under another country's law might allow such client to file a claim at another court in such client's country.

4. Unenforceability of Individual Provisions

Art. 14. If a provision in these General Conditions or in other 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 giving one month's written notice. 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 two months' notice period.

2. Termination for Good Cause

Art 16. (1) 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 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 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 terminated in accordance with these General Conditions or applicable law. Until the Bank is informed in writing of an event of this nature and suitable documentary evidence of the event has been submitted to the Bank, the Bank shall neither be liable for any

actions undertaken on the basis of instructions from the authorized representatives, or from the incapable person himself.

II. Data Protection and Professional Secrecy

Art. 19.

(1) Data Protection

(1). The Bank may collect and/or otherwise process all information, including documentation ("**Personal Data**"), relating to clients who are **natural persons**, and any other individual person(s) involved in the business relationship (e.g., authorized representative(s), person(s) holding a power of attorney, beneficial owner(s), if different from the client), any natural person who exercises control over an entity (control is generally exercised by any natural person who ultimately has a controlling ownership interest in an entity, and any person for the benefit of which the client is holding an account as agent, nominee or similar (each an "**Affected Person**") as further specified in a separate document (as amended from time to time) provided to the client entitled "**Data Protection Information**". The Data Protection Information is a part of the booklet "Your Relationship with CREDIT SUISSE (LUXEMBOURG) S.A." ("**Client Information Booklet**"). The Bank shall notify the client of any amendments made in the Data Protection Information and may provide an internet link which the client can use to access the Data Protection Information.

(2) The Data Protection Information includes information about all data processing activities relating to the client and other Affected Persons(s) (as the case may be), the purposes for which the Bank may process Personal Data, the legal basis for processing the Personal Data, data subjects rights and, as the case may be, data recipients or categories of data recipients ("**Data Recipient(s)**"). The client acknowledges that he is obligated to provide the Data Protection Information (as amended from time to time) to the Affected Person(s) (if any).

(2) Professional Secrecy

(1) In order to facilitate, enable and maintain the business relationship between the client and the Bank, the client hereby authorizes and instructs the Bank to process any information relating to the client (**individual and non-individual clients**) and Affected Persons (if any), including documentation, ("**Client Information**") for the purposes detailed in the Data Protection Information. The client further instructs the Bank to disclose Client Information, as the case may be, to the Data Recipients as specified in the Data Protection Information for as long as necessary to fulfill contractual and statutory obligations by the Bank (referred to hereinafter as "**Instruction**"). The client acknowledges that Client Information which is collected, processed and disclosed to Data Recipients by the Bank may also relate to Affected Persons as the case may be. The client confirms having obtained the consent of such Affected Persons to extend the Instruction to Affected Persons (if any).

(2) The client further agrees and acknowledges that Client Information may be processed, held and stored by the Data Recipients, at their respective premises in their respective countries, and that such Client Information may be subject to the laws and regulations of these countries and that the Client Information, once it is disclosed to and processed by the Data Recipients, may no longer be protected by Portuguese professional secrecy and confidentiality standards applicable to the Bank, but may be subject to professional confidentiality standards applicable to the relevant Data Recipient. In particular, under such laws and regulations the Data Recipients may be compelled to disclose Client Information to any regulatory, governmental, tax, supervisory and/or judicial authorities or agencies or other third parties in such countries. The Bank shall not be liable for any consequences resulting from the disclosure of Client Information and the client will bear all consequences resulting from the disclosure thereof under this Instruction. Furthermore, laws and regulations in countries outside Portugal may not necessarily offer the same level of confidentiality, or bank-client confidentiality as Portuguese laws and regulations do. The client hereby waives any confidentiality obligations that the Bank may have to the client for the purpose of allowing the above-mentioned disclosure by the Bank to the Data Recipients for the purposes detailed in the Data Protection Information.

(3) For the avoidance of doubt, the client acknowledges that the Bank, by disclosing Client Information in accordance with this Article 19 and/or the Data Protection Information, is not violating any bank-client confidentiality laws and releases the Bank and any other entity of the Credit Suisse Group, their governing and supervisory bodies, employees and other persons being at the Bank's/the Credit Suisse Group entity's service from all liability in connection with the disclosure of Client Information and accepts responsibility for all claims, consequences and damages which could arise as a result of any use of the Client Information by the respective Data Recipient or any other third parties.

(4) For the purposes outlined in the Data Protection Information in order to share, disclose and/or transfer Client Information, the Bank may use any means of communication, including electronic means (such as e-mail). The client is aware of all risks which could result or arise from the use of such electronic communication and agrees to bear the risks of such electronic communication being intercepted and used by an unauthorized third party as well as the risks related to any incident which may temporarily affect the transmission of Client Information (e.g., technical malfunctions or interruptions of the IT and telecommunication services used by the Bank).

III. Agreement Conclusion, Specimen Signatures, Authorization of Representatives, Communication by Telephone or Fax, Multi-party Agreements

1. Agreement Conclusion

Art. 20. When concluding an agreement with the Bank, the future client shall prove his identity. The client shall submit all documents requested by the Bank in accordance with the

applicable regulations, including documents that identify the beneficial owner and any other document or information which the Bank deems necessary in order to fulfill any legal or regulatory obligations the Bank is subject to.

2. Specimen Signatures

Art. 21. (1) The persons empowered to represent the client and their legal or authorized representatives shall 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 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 shall 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 shall inform the Bank without undue delay in writing of the expiration or of any modifications to an authorization to represent him which has been notified to the Bank, and shall 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 authorized 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 authorized 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

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) to (5) shall apply.

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