

Date	Branch (Code / Designation)	Manager Code
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**INTERNAL INFORMATION**

Type of Proposal <sup>(1)</sup>  ALTERATION

(Include all Client number)

Client N.º \_\_\_\_\_

**CLIENT DATA**

Name / Designation \_\_\_\_\_

TAX ID \_\_\_\_\_

Address \_\_\_\_\_

Location \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone 1 \_\_\_\_\_ Phone 2 \_\_\_\_\_ Fax \_\_\_\_\_

Communication of Contract definitions for the Client via: E-mail \_\_\_\_\_  
Cell phone \_\_\_\_\_

DAILY MAX. LIMIT TO BE TRANSACTED BY THE COMPANY (EUR)<sup>(2)</sup>:  \_\_\_\_\_  Consultation only  
(Daily limit in EUR)

THE USERS REFERRED TO IN THE CONTRACT, REGARDLESS OF BEING ABLE TO CONSULT OR TRANSACT, CAN VIEW ALL FUNCTIONALITIES THAT AT THE TIME ARE MADE AVAILABLE BY THE NETBANCO EMPRESAS SERVICE

**IDENTIFICATION OF USERS AND ACCESS PERMISSIONS PER USER**

ALTERATION			USERS	TYPE <sup>(3)</sup>			Limit per operacion <sup>(4)</sup>
Add	Cancel	Modify		CONSULT	TRANSACTION	CONSULTATION	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**DADOS DOS UTILIZADORES**

	E-MAIL	CELL PHONE	TAX ID
A			
B			

**IDENTIFICATION OF ACCOUNTS**

ALTERATION <sup>(5)</sup>		MAIN ACCOUNT – BANK ID NUMBER
Add	Cancel	
<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	ASSOCIATE ALL ACCOUNTS <input type="checkbox"/>

NO. OF SIGNATURES THAT BIND THE ACCOUNTS VIA NETBANCO	
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- (1) ALTERATION: Only fill in the fields where there are changes to be registered. The **CLIENT DATA** area is mandatory in full.  
 (2) In case fund transactions are intended, please indicate an amount adequate to the real needs of the subscribing Company (ies). Select the option "Consultation only" if no funds are transacted.  
 (3) **CONSULTATION**: If the user is permitted consultation only; **TRANSACTIONS**: If the User can make transactions and consultations.  
 (4) If you select the option **TRANSACTION**, please indicate the limit per operation in Euro the User is allowed to transact.  
 (5) Indicate the main account of the Company. In case other accounts exist, or to provide for the opening of current accounts at a later date, please mark the field **ASSOCIATE ALL ACCOUNTS**.

In case of future need to modify the conditions defined in this document, it will be necessary to fill out a new proposal, this time in the Alteration version.

\_\_\_\_\_  
Signature of Legal Representatives  
(According to the Signatures Form or ID document)

\_\_\_\_\_  
Bank Proxies  
(Signature / No. of Power of Attorney)

1. These terms and conditions govern the service provided by the Bank to the Client, a service called NETBANCO EMPRESAS.

2. NETBANCO EMPRESAS is an electronic banking service over the Internet, or another alternative means of communication that the Bank may provide, whereby the Bank allows the Client to access its accounts and allows it to carry out consultations and banking operations.

3. To access NETBANCO EMPRESAS, the Client authorizes, from now on, that the account (s) indicated in the Specific Conditions, or in complementary contractual documents accepted by Banco Santander Totta, is (are) included and linked to the Electronic Banking System

4. To access this service, the Bank may provide specific equipment with the appropriate specifications for the purpose, which, according to the agreement with the Bank, will be acquired by the Client from Third Parties or directly provided by the Bank.

5. The Client will be responsible for the installation, maintenance, and assistance of the equipment, as well as of all that may prove necessary to access this service.

6. In the event that there is any equipment provided to the Client or installed by the Bank, in accordance with the provisions of clause 4, the Bank will carry out all tests and experiments necessary or useful to ensure the functionality of the equipment as well as access, and the Bank may exercise this capacity at any time during the term of this Agreement, however, the Bank is not responsible for any liability under this capacity

7. The Bank is not responsible for any deficiency in the transmission of orders issued by the Client unless it has given cause to them.

8. In the event that the Client is a legal person, its Representatives will be responsible for the management of NETBANCO EMPRESAS Users and the definition of the functions to which each one may have access, being the responsibility of communicating the access codes at their own risk

9. Having verified the constraints of its access,

the Client may carry out the consultation or transaction operations that are available at any time by the NETBANCO EMPRESAS service.

10. The Bank will provide the Client or the person (s) indicated by it in the Specific Conditions of this agreement, the Code (s) of access and authorization of operations that at any time are required by Banco Santander Totta to the use of NETBANCO EMPRESAS. All these Codes are personal and non-transferable.

11. Each authorized User will have codes, according to the operations signature system that at any time are required by Banco Santander Totta, to sign operations on the NETBANCO EMPRESAS service.

12. The Bank provides Online Help, in physical or digital support, which will serve as a user manual for NETBANCO EMPRESAS.

13. The Client undertakes to make prudent use of the NETBANCO EMPRESAS service and to comply with the provisions of said Online Help, in particular with regard to Security Recommendations, and the Bank is not responsible for any misuse that may have arisen from the improper or unsafe use of the Client's equipment either directly or remotely.

14. In case of suspicion that any of the access codes indicated in clause 10. have been transmitted or are known to Third Parties, against the Client's will, the Client is obliged to report the occurrence immediately to the Bank, by the quickest means at its service, confirming it in writing within 48 hours to the address indicated in the Specific Conditions.

In the event of an occurrence indicated in the above paragraph, the Client undertakes to change its access codes immediately, as well as that of all NETBANCO EMPRESAS users. If this change is not possible, the Client must request Banco Santander Totta to cancel it, confirming it in writing within 48 hours to the address indicated in the Specific Conditions.

15. The Client undertakes responsibility for all losses suffered and caused by inadequate or improper use, as well as the lack of safeguards

necessary for the full protection of its equipment for accessing the service and the confidentiality of access codes and security system for signing operations, and must adopt the necessary and sufficient measures to ensure the security of these codes. Likewise, the Client undertakes to require users appointed to use NETBANCO EMPRESAS to comply with the obligations contained in this clause.

16. The Bank undertakes, except for technical reasons, to prevent access to the NETBANCO EMPRESAS service using the Client's codes, after receiving the written communication.

17. There are functionalities available at NETBANCO EMPRESAS that focus on products, the use of which requires prior contracting with the Bank. These functionalities will only be accessible to Clients who have previously entered the respective contracts with the Bank.

18. Banco Santander Totta reserves the right to suspend access to NETBANCO EMPRESAS, or to make services or operations unavailable, whenever signs of irregularities are identified or it is relevant to carry out maintenance, security operations or implement functional or technological improvements.

19. Instructions transmitted via NETBANCO EMPRESAS on non-working bank days, or after the time limit indicated on the page of the functionality, product or service to which they refer, will be considered to have been ordered on the following working day.

20. For the services now made available by the Bank, the Client will pay a commission for joining the service, or a fixed monthly fee, according to the pricing in force at the Bank always. The Client will also pay the applicable cost of each of the operations carried out under the terms of the contract it concludes, and in accordance with the pricing in force at the Bank at all times.

21. If nothing to the contrary is indicated in the Specific Conditions, the Client expressly accepts that the transactions statements and release notes made are made available in digital format.

22. The commissions and costs now agreed are due under the terms of the Specific Conditions of the NETBANCO EMPRESAS service, with payment being made, as well as the payment of all other amounts that are due by virtue of the

execution of this Contract, by debiting the account of the Client indicated as MAIN ACCOUNT, which the latter undertakes to have duly provisioned for this purpose, and the Bank is hereby authorized to proceed on due dates, to these transactions without relying on any further notice.

23. It is expressly forbidden for the Client to assign its contractual position in this contract, whatever the title, without the Bank's prior express consent.

24. The Bank may reject any orders or instructions sent by the Client under this contract, namely in the following cases:

- When they do not comply with the formal requirements required in this Agreement or the Law;
- When the Client breaches any of the obligations undertaken with the execution of this Agreement;
- When any of the causes of early maturity provided for in this Agreement or in the Law occur.

25. Without prejudice to the other faculties that are legally or contractually incumbent upon it, the Bank may unilaterally resolve this Agreement and immediately consider all obligations and responsibilities arising from it to be overdue, when any of the following circumstances occurs:

- Any obligation of the Client is due and not fulfilled, whether arising from this Agreement or not;
- Any foreclosure, seizure, bond, recovery action or other action that implies limitation on the free availability of goods is in progress against the Client;
- Any amount is owed by the Client to the Tax Authorities, Social Security or Professional Training Institute.

26. The Client is responsible for all expenses arising from the conclusion and execution of this Agreement.

27. The communications and notifications between the parties may take place through any written means, to their address indicated in the Specific Conditions of this Contract, and must obligatorily contain the signature of two or as many people as those who bind each of the

parties.

28. This Agreement starts on the date indicated in the Specific Conditions and is concluded without a deadline, and either party may terminate it, by written communication addressed to the other party, with 15 days in advance.

29. In case of termination of the Contract, the Client undertakes to return to the Bank all material that may have been delivered to it through this Contract, without prejudice to the Bank preventing access to this service.

30. In case of termination of the Contract, all pending transactions will be carried out.

31. The Bank can promote the registration of orders given through this service and keep it for as long as it sees fit.

32. To settle any issue arising from this Agreement, the jurisdictions detailed in the General Conditions for Opening an Account are stipulated, with the express waiver of any other.

33. Banco Santander Totta reserves the right to

modify the content or wording of the clauses of this NETBANCO EMPRESAS service agreement. If changes are required, Banco Santander Totta must communicate this intention to the Account holders within one month of the date of its entry into force, or whenever the Law allows it in a shorter period. In the case of grouped accesses to NETBANCO EMPRESAS (accesses to more than one Client with the same codes) the Main Client will be informed in the Specific Conditions or other contractual document accepted by the Bank. If the Client does not agree with the modification communicated, the latter can terminate the contract until the business day preceding the date defined by Banco Santander Totta for the modification in question to come into effect.

34. If the conditions of access of the Client determine the possibility of transacting funds through NETBANCO EMPRESAS, the latter is obliged to define a maximum daily limit of operations according to the real needs of the subscribing Company (ies).

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Stamp of the Company, Function and Signatures of the Legal Representatives  
(According to the Signatures Form or ID document)

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Bank Proxies  
(Signature / No. of Power of Attorney)