

# **Registration and Deposit of Financial Instruments**

## **General Conditions**

#### 1. PURPOSE

1.1 The purpose of this Agreement is to establish the general conditions for registering and depositing financial instruments entered into by and between **Plural Markets - Empresa de Investimento, S.A.** (hereinafter referred to as "Plural Markets"), headquartered at Avenida da Liberdade, 190 – 5° B, 1250-147 Lisbon, Portugal, enrolled with the Commercial Registry of Lisbon under company number 505 726 394, registered with the Securities Market Commission (CMVM) under No. 296, and authorized to exercise the securities registration and deposit activities since 09/12/2002, and the Client.

1.2 This Agreement is entered into by the opening of one or more accounts for registration and deposit of financial instruments in the name of the Client with Plural Markets.

#### 2. ACCOUNT OPENING AND MAINTENANCE

- 2.1 The opening of the account for registration and deposit of financial instruments (hereinafter referred to as the Account) is subject to the completion of the Account Opening Form and exhibits thereto, delivery or availability of all required information and documentation, in compliance with legal and regulatory standards, and the execution of these General Conditions.
- 2.2 According to the anti-money laundering and counter-terrorist financing laws and regulations, Plural Markets is required to identify the Client's Account holder(s), representative(s) and/or beneficial owner(s).
- 2.3 If the Account is operated by an attorney-in-fact, the Client shall provide the original or certified copy of the power of attorney, as well as the identification details of the attorney-in-fact, accompanied by the respective supporting documents and the completed and signed Signature Form.
- 2.4 The Client undertakes to keep information relating to the Client, their representative, attorney or beneficial owner permanently updated in particular those related to email address, telephone number, and powers of attorney and transactions related to the Account shall immediately notify Plural Markets of any changes occurring during the term of this Agreement, and also deliver or provide the documents relevant to the changes that occurred.
- 2.5 The Client is responsible for requesting the inclusion, exclusion or change of Account holders, representatives and/or beneficial owners, which is subject to the provision of identification elements and supporting documents applicable to each case.
- 2.6 Plural Markets will not be responsible for any loss resulting from the Client's failure to comply with the obligations referred to in the previous paragraphs.
- 2.7 Plural Markets reserves the right not to carry out any operations or execute any orders in case Clients fail to provide the information requested by it, or in case the information transmitted or of which Plural Markets becomes aware in any way is a hindrance to their execution.



#### 3. FINANCIAL INSTRUMENTS REGISTRATION AN DEPOSIT

#### 3.1 Plural Markets agrees to:

- a) Ensure the registration and/or deposit of financial instruments in the Account, as well as to deliver or transfer them in accordance with the Client's orders, these General Conditions and/or the provisions of the applicable law and regulations;
- a) Make in the Account all the entries and annotations provided by law, based on the Client's orders or on documents sufficient to prove the facts to be recorded.
- 3.2 Plural Markets shall act in a diligent and skilled manner in carrying out the registrations, to avoid the occurrence of omissions, irregularities, errors, insufficiencies or delays.
- 3.3 Plural Markets may resort to other duly qualified entities, with headquarters within or outside the European Union, entrusting them with the execution, in whole or in part, of tasks subject to these General Conditions, but shall, however, continue to accept responsibility for compliance with the legal and contractual rules applicable to the provision of financial instruments registration and deposit services.
- 3.4 Plural Markets informs the Client of the possibility that Accounts containing the Client's financial instruments are, or may be, subject to foreign law, resulting in their being subject to the legal provisions of the respective jurisdictions.
- 3.5 Plural Markets may refuse to register or deposit any financial instruments:
- a) If it has not established relationships with entities qualified in the systems in which such financial instruments have been issued or integrated;
- b) If the entities referred to in paragraph 3.3 refuse to register or deposit such financial instruments; or
- c) If it fails to comply with any applicable legal or regulatory standards.

#### 4. EXERCISE OF RIGHTS INHERENT TO THE SECURITIES AND FINANCIAL INSTRUMENTS

- 4.1 Plural Markets undertakes to credit the Client's Account with any financial instruments or amounts it has received, as a registrar or depositary, namely dividends, interest, refunds and shares resulting from capital increases by incorporation of reserves, net of withholding taxes imposed by law and any other amounts due to Plural Markets, by way of commissions and/or charges.
- 4.2 The rights inherent to the financial instruments registered or deposited in the Client's Account, the exercise of which requires the giving of a consideration, shall only be exercised by Plural Markets in compliance with the Client's instructions and subject to their acceptance.

## **5. CLIENT INSTRUCTIONS**

- 5.1 Instructions or other communications addressed to Plural Markets by the Client shall be contained in a written document duly signed by the Account holders, or by persons with powers to operate the Account, and may be in the Portuguese or English language.
- 5.2 Exceptionally, Plural Markets may, at its sole discretion, accept instructions or other unwritten communications from the Client or persons with powers to operate the Account; however, in such case, Plural Markets shall request written confirmation prior to its execution of such instructions or communications.
- 5.3 Plural Markets may, for security reasons and, particularly to safeguard the position of its Clients, register or make a magnetic record of all instructions or other communications received via telephone or



electronically, relating to Accounts opened with it or to products and services provided by it, which the Client authorizes and also agrees with the use of such register and/or magnetic recording as evidence (including for judicial purposes).

5.4 Whenever there are any doubts or questions about the instructions or other communications (in particular as to their source, completeness of the message received, identity and/or powers of their senders), or in case they are not sufficiently clear or precise, Plural Markets reserves the right not to execute them or to request a written confirmation or clarification of such instructions prior to their execution.

#### 6. PLURAL MARKETS COMMUNICATIONS

6.1 Plural Markets shall issue notices regarding operations or entries made in the Account and shall monthly send to the Client statements of the Account, with the consolidated position of the financial instruments' portfolio and respective balances.

6.2 All communications and information relating to the Client's account referred to in the paragraph above shall be made by the following means:

- a) By the email address indicated in the Account Opening Form;
- b) By accessing the Plural Markets channel on the internet and/or mobile phone application ("app");
- c) By post, to the correspondence address indicated in the Account Opening Form, at the express request of the Client;
- d) On paper, at the express request of the Client.
- 6.3 When adhering to the use of the Plural Markets channel on the internet and/or in the app, the Client shall visit the respective website and read and periodically check all communications and information available therein.
- 6.4 Plural Markets may also send other communications relating to the disclosure, marketing and remote contracting of investment products and services, and informative notices, through the same channels referred to in paragraph 6.1 above, and subject to the Client's prior consent, as applicable.
- 6.5 Clients who request the Account statements to be sent by email will receive them periodically and free of charge once a month.
- 6.6 To the Client that requests the Account statements to be sent by post, they are sent once a month and at the cost established in the fee schedule.
- 6.7 If a communication sent by Plural Markets is returned by email or mail, Plural Markets may suspend its sending and ask the Client to update the email address or registered address, when applicable.
- 6.8 The Client may, at any time during the term of this Agreement, request from Plural Markets a new copy of the communications and information referred to in this section, on paper or any other durable support.

#### 7. COMMISSIONS, CHARGES AND EXPENSES

- 7.1 Plural Markets shall charge the Clients, as consideration for the provision of financial instruments registration and deposit services, the commissions, costs, expenses and charges established in the Plural Markets Fee Schedule made available to the Clients.
- 7.2 Plural Markets shall also charge the Clients for the fees, costs, expenses or charges due to the provision of any other services related to financial instruments, namely the execution of orders made by the Clients, in accordance with the provisions of the Fee Schedule.



7.3 Plural Markets is hereby authorized to charge the Account, or any deposit account held by the Clients with Plural Markets, the amounts necessary to pay or reimburse any sums owed by the Clients to Plural Markets under the provisions of these General Conditions or the law.

7.4 In the event of fund shortfall in the Account to fully satisfy the amounts corresponding to commissions, fees, taxes and other expenses due:

- a) The Client may only proceed with the transfer or withdrawal of registered or deposited financial instruments after full payment of the amounts due;
- b) Plural Markets may dispose of the registered or deposited financial instruments, or exercise the rights inherent thereto, to the extent strictly necessary for payment of the amounts due, in compliance with the general principles applicable to the exercise of the financial intermediation activity.
- 7.5 Plural Markets may, particularly, due to market variations or changes in applicable regulations or legislation, change the conditions and amounts applicable in terms of expenses, commissions and charges, making the respective change to the Fee Schedule made available to the Clients, which shall be communicated to the Client by means of a letter, reference in the account statement or other appropriate means, at least sixty (60) days in advance to the intended date for application thereof.
- 7.6 Clients may terminate the financial instruments registration and deposit agreement based on its amendment, within a maximum period of thirty (30) days from the date of sending of the communication made by Plural Markets (in which case the amendment shall not be enforceable against them), observing, mutatis mutandis, the provisions of sections 10 and 11.

## 8. PROTECTION OF PERSONAL DATA

- 8.1 In order for Plural Markets to be able to provide its services, offer its products and perform its obligations, it may collect personal data ("any information that can identify, directly or indirectly, an individual") expressly provided by the respective individuals ("data subjects").
- 8.2 Within the scope of Plural Markets' activities, there is sharing necessary for compliance with its legal, regulatory and contractual obligations, therefore Plural Markets may share personal data with other companies in the Group to which Plural Markets belongs, public and supervisory authorities, complementary financial service providers and subcontractors.
- 8.3 Plural Markets handles personal data strictly and with the necessary security measures, for various purposes directly or indirectly related to the scope of this Agreement: service management; accounts opening and management; execution and processing of operations and transactions requested by the Client; direct marketing; compliance with tax, legal and regulatory obligations; anti-money laundering and counter-terrorist financing; and responding to requests from regulators, external auditors and public authorities.
- 8.4 Plural Markets shall handle and retain personal data for the period necessary in accordance with the purposes for which they were collected and legal, regulatory and contractual obligations.
- 8.5 Plural Markets has its headquarters in Portugal, and the data collected is governed by the laws and regulations of Portugal and the European Union.
- 8.6 Plural Markets may transfer personal data collected in Portugal to other countries outside the European Union, for example when they are stored by Plural Markets on cloud computing servers located outside Portugal, for purposes related to the scope of this Agreement.



- 8.7 Plural Markets shall ensure that entities hired in other countries comply with all necessary practices for proper data protection.
- 8.8 The Client agrees to have their data transferred to other countries that may have laws and data protection requirements different from those applicable to Portugal and the European Union.
- 8.9 The Client is reserved to right to information, access, rectification, objection, erasure, limitation, portability, opposition, withdrawal of consent and complaint, in relation to the handling of their personal data, and the exercise of said right shall be submitted to Plural Markets or the supervisory authority.
- 8.10 For the exercise of the rights referred to in the previous paragraph, Plural Markets may request additional information and documents from the Client, with the aim of preventing fraud, as well as to follow the applicable regulatory provisions and guidelines of the relevant authorities.
- 8.11 If Plural Markets considers that it cannot respond to a data subject's request regarding the exercise of the rights listed above, it will inform the respective reasons, as well as the need to extend the deadline for response, due to its complexity or impacts.
- 8.12 Plural Markets' Privacy Policy is available on its website on the internet.

#### 9. SAFEGUARDING OF CLIENT ASSETS

- 9.1 Plural Markets employs the necessary measures to protect and safeguard its Clients' assets, in compliance with the legally defined requirements, with the aim of ensuring that any of the Client's financial instruments be identifiable accurately, always and immediately and separately from financial instruments owned by Plural Markets, through segregated accounts.
- 9.2 Plural Markets' Client Asset Safeguarding Policy is available on its website.

## 10. GENERAL PROVISIONS

- 10.1 Plural Markets reserves the right to change, at any time, the general conditions, which shall be communicated to the Client at least 60 days in advance, by means of a letter, reference in the account statement or other proper means, and they will be considered approved if the Client does not expressly oppose them within up to 30 days before the proposed date for their entry into force.
- 10.2. In the event of opposition by the Client, the account will be deemed immediately closed under the terms provided for in (vi) of paragraph 11.5.

## **11. TERM**

- 11.1 This Agreement is valid for an indefinite period, and the parties may terminate it at any time, in writing, at least 15 days before the date intended for its expiration.
- 11.2 The receipt by Plural Markets of an Account closure instruction shall result in the early maturity of all amounts due by the Client to Plural Markets, and Plural Markets shall have the right to withhold the balance in the Account.
- 11.3 The existence of any pending orders or operations on financial instruments to be registered in/transferred to and/or deposited in the Client's Account, or which may generate credits or debits to the Client's Account in favour of Plural Markets shall prevent the closure thereof.



11.4 The closure of the account by Plural Markets shall be communicated to the Client by written notice to the address informed in the Account Opening Form, at least 30 days in advance.

11.5 The Account may be immediately closed by Plural Markets if:

- a) Any information or document provided by the Client for the purposes of opening or updating an account or performing any service or operation associated with it is found to be false;
- b) If the Client fails to comply with any obligation under this Agreement, which has not been remedied within the due period;
- c) There is knowledge or suspicion that the account is used in connection with money laundering or terrorist financing crimes;
- d) There is insufficiency or reasonable doubt about the information regarding the origin and destination of the funds, the beneficial owner, or the nature and purpose of the business relationship;
- e) There is a suspicion of fraud, unauthorized use or other situation in which the Client's protection is at stake; or
- f) The Client expressly opposes the amendment of these General Conditions under the terms set out in the previous paragraph 10.2; or
- g) The Account has not been operated for more than one year, and has no financial instruments registered or deposited therein.

11.6 If, on the date on which the Account is effectively closed, there is a remaining credit balance, after deducting all applicable costs and charges, Plural Markets will deliver the respective amount to the Client, by wire transfer to the account expressly designated by the Client.

11.7 For the purpose of closing the Account, the Client shall indicate the destination of the financial instruments registered or deposited therein. In the event the Client fails to comply with the above provision, and such situation persists for 15 days, Plural Markets may, in the absence of any other indication by the Client, transfer to a Regularization Account the financial instruments registration and deposit made in the Account, and the withdrawal or transfer of such financial instruments may be ordered at once by their holders, within a maximum period of 6 months from the date the Account is closed. To this end, the operation conditions that were in force for the Accounts at the time of their closing shall apply.

11.8 After a period of 6 months referred to in the previous section, and in case the Client has not withdrawn or transferred the financial instruments, Plural Markets is hereby authorized to proceed with the disposal of such financial instruments under the market conditions and in accordance with the principles applicable to it by law. If the financial instruments in question are not traded on a regulated market, Plural Markets may dispose of them privately, on the best terms it may have. Plural Markets shall notify the Client to proceed with the withdrawal of the net proceeds from the sale of such financial instruments.

11.9 Upon termination of the Agreement, Plural Markets shall not be required to execute any orders of the Clients or third parties on the financial instruments registered or deposited in the Account, except for orders for the transfer of such financial instruments.

## 12. CLAIMS, VENUE AND GOVERNING LAW

12.1 This Agreement is governed by Portuguese law.

12.2 Within the scope of the activities provided to its clients classified as retail investors, Plural Markets has agreed to a protocol with the CMVM, in which the use of the Alternative Dispute Resolution Mechanism (RAL) through the Consumer Arbitration Network is accepted.

The entities that integrate the Consumer Arbitration Network are the Consumer Conflict Arbitration Centres (CACC), namely:



- Centro de Arbitragem de Conflitos de Consumo da Região de Coimbra (CACRC);
- Centro de Arbitragem de Conflitos de Consumo de Lisboa (CACCL);
- Centro de Arbitragem de Conflitos de Consumo de Ave, Tâmega e Sousa (TRIAVE);
- Centro de Informação de Consumo e Arbitragem do Porto (CICAP);
- Centro de Informação, Mediação e Arbitragem de Consumo (Tribunal Arbitral de Consumo) (CIAB);
- Centro de Informação, Mediação e Arbitragem do Algarve (CIMAAL); and
- Centro Nacional de Informação e Arbitragem de Conflitos de Consumo (CNIACC).

RAL protocol is available on Plural Markets' website.

12.3 Plural Markets hereby informs that they participate in the Investor Compensation Scheme, approved by Decree-Law No. 222/99, of 22 June and regulated by Ordinance No. 195/2000, of 31 January and by CMVM Regulation No. 2/2000, of 21 January.

12.4 The Client may submit a complaint addressed in person, by telephone, in writing by letter or e-mail sent to Plural Markets, or through the electronic Complaints Book available on the Plural Markets website, or through regulatory or consumer protection authorities, within the scope of this Agreement and in relation to dissatisfaction with the service, the products offered and the services provided by Plural Markets.

12.5 For all issues arising from the interpretation or execution of this Agreement, the jurisdiction of the district of Lisbon is competent, with express waiver of any other.

he undersigned Client declares that they have become aware of and fully accept these General Conditions
nd further represent that they have a copy of them in their possession.
Date

Client Signature