

| Branch | Code |
|--------|------|
| | |

N.º Interno:

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| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|

(to be filled in by the Bank)

Customer

Name of the agreement: _____

Member Companies

| | | | | | | | | | | | |
|-------------------------|--|--|--|--|--|--|--|--|--|--|--|
| Company 1: _____ | Tax Id. Number: <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> | | | | | | | | | | |
| | | | | | | | | | | | |
| Company 2: _____ | Tax Id. Number: <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> | | | | | | | | | | |
| | | | | | | | | | | | |
| Company 3: _____ | Tax Id. Number: <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> | | | | | | | | | | |
| | | | | | | | | | | | |
| Company 4: _____ | Tax Id. Number: <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> | | | | | | | | | | |
| | | | | | | | | | | | |
| Company 5: _____ | Tax Id. Number: <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> | | | | | | | | | | |
| | | | | | | | | | | | |
| Company 6: _____ | Tax Id. Number: <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> | | | | | | | | | | |
| | | | | | | | | | | | |
| Company 7: _____ | Tax Id. Number: <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> | | | | | | | | | | |
| | | | | | | | | | | | |
| Company 8: _____ | Tax Id. Number: <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> | | | | | | | | | | |
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The companies identified above hereby declare that they authorize the following company(ies) to join this agreement, hereinafter jointly referred to as the Customer, keeping all the conditions previously agreed on:

Identification of the Companies to be included in the Group

COMPANY 9

Name: _____

Tax Identification Number:

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|

 Share Capital: _____ Euros

Registered Office: _____

Registered in the Commercial Registry Office of _____ under nr. _____

E-mail: _____ @ _____

Representatives (People who bind the Company)

| | | | | | | | | | | | |
|-------------|--|--|--|--|--|--|--|--|--|--|--|
| Name: _____ | Tax Id. Number: <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> | | | | | | | | | | |
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Current Accounts included

- All the Company's accounts, except for: _____
- All the Company's accounts listed in the attachment to this Agreement.

In case individuals were empowered in the **Group Agreement** to undertake all acts required that allow the **inclusion / exclusion of Companies** as well as the **inclusion / exclusion of accounts**, this Company declares that it accepts to be represented as well by those individuals for these purposes. Otherwise, it will be represented by its legal representatives. Yes No

In case individuals were empowered in the **Group Agreement** to undertake all acts required that allow the **inclusion / exclusion of Services** and of **types of protocols**, this Company declares that it accepts to be represented as well by those individuals for these purposes. Otherwise, it will be represented by its legal representatives. Yes No

Identification of the services to be included / excluded

INCLUSION **EXCLUSION**

Receiving Statements:

- AFB120+ v.2010 (SEPA)
- REL (AFB120 v.2004)
- Swift MT940

Payment File Upload:

- C2B SEPA/EUR
- CHQ Cheque Letter
- MT101 Internacional/EUR
- PSM-Batch Payment of Bills using Multibanco.....
- DUC-Payments to the State
- PCE Free Cards top-up

Collection File Upload:

- C2B Direct Debit SEPA/EUR
- IAD Status ADCs SEPA
- SEPA Direct Debit Reversals

Confirming File Upload:

- CFNG.....

Identification of the protocols to be included / excluded

INCLUSION **EXCLUSION**

- EDI3 protocol on TCP/IP _____(Static IP, Port 443)
- EBICS-T protocol on TCP/IP _____(Static IP, Port 4500)

Internet Address: mbancario1.millenniumbcp.pt

Note: After the protocol EBICS-T is activated by the Bank and the same is turned on by the Customer, it is necessary to deliver the public key of the digital certificate, duly signed by who binds the Customer, so that it can be definitively activated.

IT Partner/Service Provider:

- SAGE/XRT Metacase Other, which: _____

General Conditions

Definition and Scope of the Service

1. Banco Comercial Português, S.A., a company open to public investment, with registered office at Praça D. João I, 28, Porto, having a share capital of 4.094235.361,88 Euros, registered at the Companies Registry Office of Oporto with the single registration and tax identification number 501 525 882, hereinafter referred to as Bank, hereby provides to the subscribing Customer access to certain services and banking operations through the “Canal Multibancário”, also named “Banking Operations Service using Electronic Systems for Treasury Management”. Thus, by using adequate computer and communication equipment, according to the specifications issued by the Bank (regulated by nr. 4 of this Agreement), the Customer can access the Bank through said Service and carry out the set of operations provided by the Bank, being the Customer limited to the range of operations provided, even if the IT equipment it purchased enables other operations.
2. The Customer is entirely and exclusively responsible for managing the identification data provided by the Bank. The Customer hereby acknowledges and accepts that the use, based on the identification data provided, of the service provided by the Bank, under the terms established under this agreement, shall always be considered, under any circumstance and for all due legal purposes, as being done on behalf of the Customer, sole counterparty to the Bank in this Agreement.
3. The operations carried out through this service are subject to these General Conditions, the Bank's pricing in effect, the applicable legislation and bank practices in general.

Equipment and Communication

4. The data communication between the Customer and the Bank is to be carried out according to the Protocol chosen in this Agreement.
5. The Customer must possess computer and communication equipment with the appropriate characteristics to be able to access the Bank through the Multi-banking Channel, being responsible for the security, maintenance and any modifications necessary to ensure permanent access to the Bank via this channel, in accordance with the technological innovations and changes that may be introduced.

Access and Use of the Service

6. For the Customer to be able to access this service, it must send the Bank the Utilization Agreement duly filled in and signed. When applicable, and in accordance with the types of operations made available by the Bank, other specific services may be requested, to be previously negotiated and to be especially agreed on.
7. The Bank shall set the parameters on its IT equipment and inform the Customer of the data resulting from this.

8. The regular access to the information system regarding the Customer's banking relation is made through a user code and a password. The user code and password are meant for the personal and exclusive use of the Users and will only allow the operations listed in the Attachments and Amendments to these General Conditions, of which they are an integrant part.
9. Eventual requests to alter the parameters mentioned in the previous item (e.g. due to the cancellation or addition of one or more operations), must be made in writing, as an amendment to this Agreement.
10. In case there are various documents attached to this Utilization Agreement, the most recently signed ones shall be deemed effective, replacing former ones for all due legal purposes, in what regards the services and conditions therein provided.

Functioning and Safety Rules

11. The orders and instructions that the Bank receives from the Customer through the Multi-banking Channel, enjoy full legal effect, the Bank remaining irrevocably entitled to fulfil them and effect the debits and credits arising from them, it being understood, in any case, that the Bank acts to comply with the orders and instructions given by the Customer. Yet, the Bank may reserve judgement on the acceptance of the instructions subject to prior confirmation in any other manner deemed convenient.
12. The Customer accepts to use this service as a channel of communication dedicated to all services contracted or to be contracted with the Bank. Orders transmitted and authorised by the Customer shall be executed in accordance with the conditions and levels of service in effect applicable to the product/service requested.
13. The Bank may refrain from executing orders transmitted by the Customer where they do not respect applicable statutory provisos or conflict with banking practices, when the account concerned does not have sufficient funds for the intended operation, or when any proviso in this Agreement is not fulfilled.
14. The Customer and the Bank agree that the computer recording of operations carried out under this Agreement constitutes appropriate evidence of the orders given by the Customer.
15. Once authorised and sent to the Bank no alterations may be made to the orders transmitted, nor may they be cancelled via this service.
16. Orders issued on non-working days shall be considered as being received on the next working day. The Customer must always heed the time limits set by the Bank for processing orders for the various products and services on the same day.
17. The Bank undertakes to maintain the information it provides to the Customer up-to-date. Yet, the Bank's accounting records shall always prevail on that information.

General Conditions

18. The Customer expressly authorises the Bank to record, at will, the instructions given with the identification data provided by the Bank regarding operations / services encompassed by this Agreement, and acknowledges that such records are valid as full proof of such instructions.

Malfunctions and irregularities

19. The Bank reserves the right to suspend: (i) the Customer's connection to the Bank through this Service, and (ii) the provision of operations, whenever it detects evidence of irregularities or whenever assistance, maintenance, repair, security or the introduction of improvements to internal data processing is necessary.

20. The Bank will not be liable for damages that it may directly or indirectly cause for the Customer due to interference, interruption, disconnection, or other motives caused by malfunctions, overloads, line charges and other events unrelated to the Bank. The Bank will also not be liable for damages that it may directly or indirectly cause for the Customer due to failures, incorrect configuration or other anomaly in terms of both hardware and software, computer or communication devices belonging to the Customer.

Blocking of Access

21. In any situation indicating that unauthorised parties have accessed the service, or whenever the Customer verifies the registration of any unauthorised transaction on the account, or the existence of errors or irregularities in the execution of operations, the Customer shall promptly inform the Bank by the most expeditious means, with confirmation in writing within a period not exceeding 5 days.

22. The customer may at any time order the Bank to block access to this service and this order must be confirmed in writing.

23. The Bank will cancel the Customer's access on the first business day after the one when the written confirmation of the order is received and cannot be held liable for any damages until the moment of cancellation. As of that moment, and unless there is malicious intent or negligence in connection with the event, the Customer will no longer bear responsibility.

Service costs

24. The Customer authorises the Bank to debit this service's access costs, under the terms set forth in the pricing in effect for the service.

25. The operations the Customer executes with the Bank through this service are subject to the Bank's pricing in force at each moment. The Bank may alter its pricing at any moment and is only required to publish it, with the new conditions, in its branches or to disclose it to the Customer by any appropriate mean for that purpose, and the Customer may dissolve this Agreement based on these changes. If the Customer does not dissolve the Agreement, the new conditions shall apply immediately.

Duration and Amendment of the Agreement

26. This Agreement has an undetermined duration. Any party may terminate it by registered letter with acknowledgement of receipt or any other means of communication whose delivery can be verified, sent ten days prior to the date when the termination is to become effective. During the 10-day prior notice term, if the Customer fails to meet a proviso of this Agreement, the Bank shall not be obligated to execute new orders. Orders given prior to the termination notice and whose execution date falls after the termination of the Agreement shall expire automatically, unless the Bank is already bound to execute them before third parties.

27. The Bank may alter these General Conditions by previously informing the Customer in writing or by e-mail, and the Customer may terminate this Agreement based on such amendments under the terms of the previous paragraph.

Processing data

28. The Customer is responsible for any omitted/incorrect mandatory data and also authorises the Bank to keep a digital record of the Customer codes and instructions transmitted by it, including telephone conversations under the scope of specialised telephone channels, for proving clarifications and for use in court in the event of legal action.

29. The entities responsible for handling the data are the Bank, the joint ventures in which it takes part and companies controlled or partly owned by it, including the Bank's companies, branches and representation offices abroad, to which the Bank may render the data gathered and registered.

30. The purposes of the data processing are exclusively the Customer's cognizance and the activities of the entity responsible, which imply ensuring service levels, minimizing risks deriving from financial activities, recording credit liabilities, enabling the exercise of rights and meeting the obligations arising from the contract for each party, adopting control procedures for credit and for the clients and services base, statistical processes, processes for adapting products and services to the Customer, contact management and promotions for customers.

31. The Bank ensures the legal right to inform, correct, amend or suppress personal data of the Customer's representatives by means of a written communication addressed to the Bank by them.

Venue and Governing Law

32. This contract is governed by the Portuguese Law. The Parties agree that all matters arising from this Agreement and from all actions executed pursuant to it shall be brought before the Court of Lisbon and expressly dismiss all other courts.

Signatures and Stamps

Date ____ / ____ / ____
Year Month Day

CUSTOMER

Company 1

Company 2

Company 3

Company 4

Company 5

Company 6

Company 7

Company 8

Company 9

Company 10

Company 11

Company 12

Company 13

Certification of the Signatures

The signature(s) of the Client or Representative(s) matches the signature(s) in our files.

Date ____ / ____ / ____

Banco Comercial Português, S.A.

(Signature of Bank Representatives)

 NUC _____

 NUC _____