

# Harmonised Transparency Template

**2024 Version**

**Portugal**

**Millenniumbcp**

**Reporting Date: 31/12/2024**

**Cut-off Date: 31/12/2024**



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## A. Harmonised Transparency Template - General Information

HTT 2024

Reporting in Domestic Currency

EUR

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Field Number	1. Basic Facts				
G.1.1.1	Country	Portugal			
G.1.1.2	Issuer Name	Millenniumbcp			
G.1.1.3	Labelled Cover Pool Name	<a href="#">OBH01</a>			
G.1.1.4	Link to Issuer's Website	<a href="http://ind.millenniumbcp.pt/en/Institucional/investidores/Pages/CoveredBondsProgramme.aspx">http://ind.millenniumbcp.pt/en/Institucional/investidores/Pages/CoveredBondsProgramme.aspx</a>			
G.1.1.5	Cut-off date	31/12/2024			
OG.1.1.2	Optional information e.g. Contact names	Virgilio Costa			
OG.1.1.3	Optional information e.g. Parent name				
2. Regulatory Summary					
G.2.1.1	<a href="#">Basel Compliance, subject to national jurisdiction (Y/N)</a>	Y			
G.2.1.2	<a href="#">CBD Compliance</a>	Y			
G.2.1.3	<a href="#">CRR Compliance (Y/N)</a>	Yes			
OG.2.1.1	<a href="#">LCR status</a>	<a href="https://coveredbondlabel.com">https://coveredbondlabel.com</a>			
3. General Cover Pool / Covered Bond Information					
1.General Information		Nominal (mn)			
G.3.1.1	Total Cover Assets	10,982.20			
G.3.1.2	Outstanding Covered Bonds	9,200.00			
OG.3.1.1	Cover Pool Size [NPV] (mn)	15,254.3			
OG.3.1.2	Outstanding Covered Bonds [NPV] (mn)	9,210.0			
OG.3.1.3					
OG.3.1.4					
2. Over-collateralisation (OC)		Statutory	Voluntary	Contractual	Purpose
G.3.2.1	OC (%)	5.0%	4.9%	14.5%	Rating Requirements
G.3.2.3	Total OC (absolute value in mn)	1,782.2			
OG.3.2.1					
3. Cover Pool Composition		Nominal (mn)		% Cover Pool	
G.3.3.1	Mortgages	10,932.2		99.5%	
G.3.3.5	Other	50.0		0.5%	
G.3.3.6	Total	10,982.2		100.0%	
4. Cover Pool Amortisation Profile		Contractual	Expected Upon Prepayments	% Total Contractual	% Total Expected Upon Prepayments
G.3.4.1	Weighted Average Life (in years)	12.5	ND1		
Residual Life (mn)					
By buckets:					
G.3.4.2	0 - 1 Y	547.8	ND1	5.0%	
G.3.4.3	1 - 2 Y	543.3	ND1	5.0%	
G.3.4.4	2 - 3 Y	534.3	ND1	4.9%	
G.3.4.5	3 - 4 Y	523.6	ND1	4.8%	
G.3.4.6	4 - 5 Y	510.9	ND1	4.7%	
G.3.4.7	5 - 10 Y	2,353.3	ND1	21.5%	
G.3.4.8	10+ Y	5,919.0	ND1	54.1%	
G.3.4.9	Total	10,932.2	0.0	100.0%	0.0%



5. Maturity of Covered Bonds		Initial Maturity	Extended Maturity	% Total Initial Maturity	% Total Extended Maturity
G.3.5.1	Weighted Average life (in years)	1.9	2.9		
	Maturity (mn)				
G.3.5.2	By buckets:				
G.3.5.3	0 - 1 Y	2,000.0	0.0	21.7%	0.0%
G.3.5.4	1 - 2 Y	4,000.0	2,000.0	43.5%	21.7%
G.3.5.5	2 - 3 Y	1,000.0	4,000.0	10.9%	43.5%
G.3.5.6	3 - 4 Y	2,200.0	1,000.0	23.9%	10.9%
G.3.5.7	4 - 5 Y	0.0	2,200.0	0.0%	23.9%
G.3.5.10	Total	9,200.0	9,200.0	100.0%	100.0%
6. Cover Assets - Currency		Nominal [before hedging] (mn)	Nominal [after hedging] (mn)	% Total [before]	% Total [after]
G.3.6.1	EUR	10,982.2	10,982.2	100.0%	100.0%
7. Covered Bonds - Currency		Nominal [before hedging] (mn)	Nominal [after hedging] (mn)	% Total [before]	% Total [after]
G.3.7.1	EUR	9,200.0	9,200.0	100.0%	100.0%
8. Covered Bonds - Breakdown by interest rate		Nominal [before hedging] (mn)	Nominal [after hedging] (mn)	% Total [before]	% Total [after]
G.3.8.2	Floating coupon	9,200.0	9,200.0	100.0%	100.0%
G.3.8.4	Total	9,200.0	9,200.0	100.0%	100.0%
9. Substitute Assets - Type		Nominal (mn)		% Substitute Assets	
G.3.9.1	Cash	50.0		100.0%	
G.3.9.6	Total	50.0		100.0%	
10. Substitute Assets - Country		Nominal (mn)		% Substitute Assets	
G.3.10.16	Total	0.0		0.0%	
11. Liquid Assets		Nominal (mn)		% Cover Pool	% Covered Bonds
G.3.11.2	Central bank eligible assets	50.0		0.5%	0.5%
G.3.11.4	Total	50.0		0.5%	0.5%
12. Bond List					
G.3.12.1	Bond list	<a href="https://coveredbondlabel.com/issuer/24/">https://coveredbondlabel.com/issuer/24/</a>			
13. Derivatives & Swaps					
G.3.13.1	Derivatives in the register / cover pool [notional] (mn)	0.0			
G.3.13.2	Type of interest rate swaps (intra-group, external or both)	ND2			
G.3.13.3	Type of currency rate swaps (intra-group, external or both)	ND2			
4. Compliance Art 14 CBD Check table		Row	Row		

The issuer believes that, at the time of its issuance and based on transparency data made publicly available by the issuer, these covered bonds would satisfy the eligibility criteria for Article 14(2) of the Covered Bond Directive (EU) 2019/2162. It should be noted, however, that

whether or not exposures in the form of covered bonds are eligible to preferential treatment under Regulation (EU) 575/2013 is ultimately a matter to be determined by a relevant investor institution and its relevant supervisory authority and the issuer does not accept any responsibility in this regard.

G.4.1.1	(a)	Value of the cover pool total assets:	<a href="#">38</a>		
G.4.1.2	(a)	Value of outstanding covered bonds:	<a href="#">39</a>		
G.4.1.3	(b)	List of ISIN of issued covered bonds:	[insert here link to the cover pool on the covered bond label website]		
G.4.1.4	(c)	Geographical distribution:	<a href="#">43 for Mortgage Assets</a>		
G.4.1.5	(c)	Type of cover assets:	<a href="#">52</a>		
G.4.1.6	(c)	Loan size:	<a href="#">186 for Residential Mortgage Assets</a>	<a href="#">424 for Commercial Mortgage Assets</a>	
G.4.1.7	(c)	Valuation Method:	<a href="#">link to Glossary HG.1.15</a>		
G.4.1.8	(d)	Interest rate risk - cover pool:	<a href="#">149 for Mortgage Assets</a>		
G.4.1.9	(d)	Currency risk - cover pool:	<a href="#">111</a>		
G.4.1.10	(d)	Interest rate risk - covered bond:	<a href="#">163</a>		
G.4.1.11	(d)	Currency risk - covered bond:	<a href="#">137</a>		
G.4.1.12	(d)	Liquidity Risk - primary assets cover pool:			
G.4.1.13	(d)	Credit Risk:	<a href="#">215 LTV Residential Mortgage</a>	<a href="#">441 LTV Commercial Mortgage</a>	<a href="#">147 for Public Sector Asset - type of debtor</a>
G.4.1.14	(d)	Market Risk:	<a href="#">230 Derivatives and Swaps</a>		
G.4.1.15	(d)	Hedging Strategy	<a href="#">18 for Harmonised Glossary</a>		
G.4.1.16	(e)	Maturity Structure - cover assets:	<a href="#">65</a>		
G.4.1.17	(e)	Maturity Structure - covered bond:	<a href="#">88</a>		
G.4.1.18	(e)	Overview maturity extension triggers:	<a href="#">link to Glossary HG 1.7</a>		
G.4.1.19	(f)	Levels of OC:	<a href="#">44</a>		
G.4.1.20	(g)	Percentage of loans in default:	<a href="#">179 for Mortgage Assets</a>		



## B1. Harmonised Transparency Template - Mortgage Assets

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Reporting in Domestic Currency

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[7. Mortgage Assets](#)  
[7.A Residential Cover Pool](#)  
[7.B Commercial Cover Pool](#)

Field Number	7. Mortgage Assets				
	<b>1. Property Type Information</b>	<b>Nominal (mn)</b>		<b>% Total Mortgages</b>	
M.7.1.1	Residential	10,932.2		100.0%	
M.7.1.4	Total	10,932.2		100.0%	
	<b>2. General Information</b>	<b>Residential Loans</b>	<b>Commercial Loans</b>	<b>Total Mortgages</b>	
M.7.2.1	Number of mortgage loans	177,873	[For completion]	177,873	
	<b>3. Concentration Risks</b>	<b>% Residential Loans</b>	<b>% Commercial Loans</b>	<b>% Total Mortgages</b>	
M.7.3.1	10 largest exposures	0.3%	[For completion]	[For completion]	
	<b>4. Breakdown by Geography</b>	<b>% Residential Loans</b>	<b>% Commercial Loans</b>	<b>% Total Mortgages</b>	
M.7.4.1	European Union	100.0%	0.0%	100.0%	
M.7.4.23	Portugal	100.0%	[For completion]	100.0%	
	<b>5. Breakdown by regions of main country of origin</b>	<b>% Residential Loans</b>	<b>% Commercial Loans</b>	<b>% Total Mortgages</b>	
M.7.5.1	Norte	28.5%		28.5%	
M.7.5.2	Center	13.9%		13.9%	
M.7.5.3	Lisbon	44.6%		44.6%	
M.7.5.4	Alentejo	2.8%		2.8%	
M.7.5.5	Algarve	6.6%		6.6%	
M.7.5.6	Madeira	2.1%		2.1%	
M.7.5.7	Azores	1.4%		1.4%	
	<b>6. Breakdown by Interest Rate</b>	<b>% Residential Loans</b>	<b>% Commercial Loans</b>	<b>% Total Mortgages</b>	
M.7.6.1	Fixed rate	26.9%		26.9%	
M.7.6.2	Floating rate	73.1%		73.1%	
	<b>7. Breakdown by Repayment Type</b>	<b>% Residential Loans</b>	<b>% Commercial Loans</b>	<b>% Total Mortgages</b>	
M.7.7.1	Bullet / interest only	0.0%		0.0%	
M.7.7.2	Amortising	98.5%		98.5%	
M.7.7.3	Other	1.5%		1.5%	
	<b>8. Loan Seasoning</b>	<b>% Residential Loans</b>	<b>% Commercial Loans</b>	<b>% Total Mortgages</b>	
M.7.8.1	Up to 12months	0.5%		0.5%	
M.7.8.2	> 12 - ≤ 24 months	6.3%		6.3%	
M.7.8.3	> 24 - ≤ 36 months	11.2%		11.2%	
M.7.8.4	> 36 - ≤ 60 months	19.4%		19.4%	
M.7.8.5	> 60 months	62.6%		62.6%	
	<b>9. Non-Performing Loans (NPLs)</b>	<b>% Residential Loans</b>	<b>% Commercial Loans</b>	<b>% Total Mortgages</b>	
M.7.9.1	% NPLs	0.0%		0.0%	
	<b>7.A Residential Cover Pool</b>				
	<b>10. Loan Size Information</b>	<b>Nominal</b>	<b>Number of Loans</b>	<b>% Residential Loans</b>	<b>% No. of Loans</b>
M.7A.10.1	Average loan size (000s)	61.5			
	By buckets (mn):				
M.7A.10.2	0 - EUR 10.000	110.7	20,895	1.0%	11.7%
M.7A.10.3	10.000 - EUR 20.000	297.6	20,085	2.7%	11.3%
M.7A.10.4	20.000 - EUR 30.000	415.6	16,695	3.8%	9.4%
M.7A.10.5	30.000 - EUR 40.000	574.1	16,396	5.3%	9.2%
M.7A.10.6	40.000 - EUR 50.000	790.3	17,535	7.2%	9.9%
M.7A.10.7	50.000 - EUR 60.000	932.8	16,984	8.5%	9.5%
M.7A.10.8	60.000 - EUR 70.000	895.9	13,823	8.2%	7.8%
M.7A.10.9	70.000 - EUR 80.000	804.9	10,757	7.4%	6.0%
M.7A.10.10	80.000 - EUR 90.000	742.3	8,743	6.8%	4.9%
M.7A.10.11	90.000 - EUR 100.000	686.2	7,230	6.3%	4.1%
M.7A.10.12	100.000 - EUR 200.000	3,192.2	24,051	29.2%	13.5%
M.7A.10.13	> EUR 200.000	1,489.6	4,679	13.6%	2.6%
M.7A.10.26	Total	10,932.2	177,873	100.0%	100.0%



11. Loan to Value (LTV) Information - UNINDEXED		Nominal	Number of Loans	% Residential Loans	% No. of Loans
M.7A.11.1	Weighted Average LTV (%)	50.5%			
By LTV buckets (mn):					
M.7A.11.2	>0 - <=40 %	3,147.5	84,718	28.8%	47.6%
M.7A.11.3	>40 - <=50 %	1,807.0	26,736	16.5%	15.0%
M.7A.11.4	>50 - <=60 %	2,055.0	26,468	18.8%	14.9%
M.7A.11.5	>60 - <=70 %	2,138.4	23,549	19.6%	13.2%
M.7A.11.6	>70 - <=80 %	1,784.4	16,402	16.3%	9.2%
M.7A.11.10	Total	10,932.2	177,873	100.0%	100.0%
12. Loan to Value (LTV) Information - INDEXED		Nominal	Number of Loans	% Residential Loans	% No. of Loans
M.7A.12.1	Weighted Average LTV (%)	ND3			
M.7A.12.10	Total	0.0	0	0.0%	0.0%
13. Breakdown by type		% Residential Loans			
M.7A.13.1	Owner occupied	88.2%			
M.7A.13.2	Second home/Holiday houses	11.7%			
M.7A.13.3	Buy-to-let/Non-owner occupied	0.0%			
M.7A.13.6	Other	0.1%			
14. Loan by Ranking		% Residential Loans			
M.7A.14.1	1st lien / No prior ranks	88.6%			
M.7A.14.2	Guaranteed	0.0%			
M.7A.14.3	Other	11.4%			
15. EPC Information of the financed RRE - optional		Nominal (mn)	Number of dwellings	% Residential Loans	% No. of Dwellings
M.7A.15.19	Total	0.0	0	0.0%	0.0%
16. Average energy use intensity (kWh/m2 per year) - optional		Nominal (mn)	Number of dwellings	% Residential Loans	% No. of Dwellings
M.7A.16.19	Total	0.0	0	0.0%	0.0%
17. Property Age Structure - optional		Nominal (mn)	Number of dwellings	% Residential Loans	% No. of Dwellings
M.7A.17.14	Total	0.0	0	0.0%	0.0%
18. Dwelling type - optional		Nominal (mn)	Number of dwellings	% Residential Loans	% No. of Dwellings
M.7A.18.8	Total	0.0	0	0.0%	0.0%
OM.7A.18.1					
19. New Residential Property - optional		Nominal (mn)	Number of dwellings	% Residential Loans	% No. of Dwellings
M.7A.19.5	Total	0.0	0	0.0%	0.0%
M.7A.19.6					
20. CO2 emission - by dwelling type - as per national availability		Ton CO2 (per year)	Ton CO2 (per year) (LTV adjusted)	kg CO2/m2 (per year)	
M.7A.20.9	Total	0.0	0.0		
7.B Commercial Cover Pool					
21. Loan Size Information		Nominal	Number of Loans	% Commercial Loans	% No. of Loans
M.7B.21.26	Total	0.0	0	0.0%	0.0%
22. Loan to Value (LTV) Information - UNINDEXED		Nominal	Number of Loans	% Commercial Loans	% No. of Loans
M.7B.22.10	Total	0.0	0	0.0%	0.0%
23. Loan to Value (LTV) Information - INDEXED		Nominal	Number of Loans	% Commercial Loans	% No. of Loans
M.7B.23.10	Total	0.0	0	0.0%	0.0%
24. Breakdown by Type		% Commercial loans			
25. EPC Information of the financed CRE - optional		Nominal (mn)	Number of CRE	% Commercial Loans	% No. of CRE
M.7B.25.19	Total	0.0	0	0.0%	0.0%
26. Average energy use intensity (kWh/m2 per year) - optional		Nominal (mn)	Number of CRE	% Commercial Loans	% No. of CRE
M.7B.26.19	Total	0.0	0	0.0%	0.0%
27. CRE Age Structure - optional		Nominal (mn)	Number of CRE	% Commercial Loans	% No. of CRE
M.7B.27.14	Total	0.0	0	0.0%	0.0%
28. New Commercial Property - optional		Nominal (mn)	Number of CRE	% Residential Loans	% No. of CRE
M.7B.28.5	Total	0.0	0	0.0%	0.0%
29. CO2 emission related to CRE - as per national availability		Ton CO2 (per year)	Ton CO2 (LTV adjusted) (per year)	kg CO2/m2 (per year)	
M.7B.29.15	Total	0.0	0.0		



## C. Harmonised Transparency Template - Glossary

HTT 2024

The definitions below reflect the national specificities

Field Number	1. Glossary - Standard Harmonised Items	Definition
	<b>OC Calculation: Statutory</b>	The actual overcollateralisation (OC) ratio is calculated by dividing (i) the total outstanding balance of the credits excluding accrued interest plus Other Assets included in the cover pool by (ii) the total nominal amount of the covered bonds excluding accrued interest. For clarification purposes, the Other Assets are calculated the following way: (a) Deposits are valued according to their amount; (b) The eligible assets for Eurosystem credit transactions are valued according to the rules for valuation defined by the Eurosystem or, if lower according to its nominal value plus accrued interest
HG.1.1		
	<b>OC Calculation: Contractual</b>	According to the Portuguese covered bonds legislation, the outstanding amount of covered bonds issued by an Institution may not exceed 95% of the cover assets amount, ie, the minimum legal OC is 5.26%
HG.1.2		
	<b>OC Calculation: Voluntary</b>	Voluntary Overcollateralisation is the difference (if positive) between the actual overcollateralisation provided by an Issuer and the higher of the contractual and statutory overcollateralisation.
HG.1.3		
HG.1.4	<b>Interest Rate Types</b>	Fixed rate / floating rate
	<b>Residual Life Buckets of Cover assets [i.e. how is the contractual and/or expected residual life defined? What assumptions eg, in terms of prepayments? etc.]</b>	Cover assets amortisation profile according to principal payment scheduled assuming no prepayments nor defaults
HG.1.5	<b>Maturity Buckets of Covered Bonds [i.e. how is the contractual and/or expected maturity defined? What maturity structure (hard bullet, soft bullet, conditional pass through)? Under what conditions/circumstances? Etc.]</b>	Covered Bonds maturities according to contractual maturities not considering the 1 year extension period
HG.1.6		
HG.1.7	<b>Maturity Extension Triggers</b>	[insert link to the national legislation where the maturity extension triggers are listed - insert link of relevant programme prospectus]
	<b>LTVs: Definition</b>	Current LTV Unindexed - It is calculated by dividing the outstanding balance of the loan by the value of the underlying property (last physical valuation); Current LTV Indexed - It is calculated by dividing the outstanding balance of the loan by the latest valuation amount of the underlying property (i.e. indexed value or last physical valuation);
HG.1.8		
HG.1.9	<b>LTVs: Calculation of property/shipping value</b>	Property valuation according to the latest on-site appraisal or according to indices or statistical methods approved by the Bank of Portugal;
	<b>LTVs: Applied property/shipping valuation techniques, including whether use of index, Automated Valuation Model (AVM) or on-site audits</b>	Unindexed: Valuations done through on-site appraisals; Indexed: By applying an index or statistical method considered appropriate duly submitted to the Bank of Portugal
HG.1.10		
		A full valuation of the underlying properties must be performed by an independent appraiser, at origination or after, prior to the inclusion of the mortgage loan in the cover pool.
		Properties should also be assessed according to the following rules:
		- The value of residential properties should be checked on a frequent basis, at least every three years. This procedure can be done using statistical models approved by the Bank of Portugal; in case of substantial fall in the value of the property, it must be re-appraised by an expert and if an individual residential mortgage exceeds EUR 500,000.00, the property must be appraised by an expert at least every 3 years;
		- The value of commercial properties must be checked on an annual basis. This procedure can be done using statistical models approved by the Bank of Portugal and if an individual commercial credit exceeds EUR 1,000,000.00, the property must be appraised by an expert at least every 3 years
HG.1.11		
	<b>Explain how mortgage types are defined whether for residential housing, multi-family housing, commercial real estate, etc. Same for shipping where relevant</b>	Portuguese covered bonds legislation defines two mortgage types as eligible for Covered Bonds: residential mortgages (with a maximum LTV of 80%) and commercial mortgages (with a maximum LTV of 60%). The current cover pool includes residential mortgages only
HG.1.12		
HG.1.13	<b>Hedging Strategy (please explain how you address interest rate and currency risk)</b>	Fixed rate Covered Bonds may be hedged with fix-to-floating swaps; the hedging of the foreign exchange risk is mandatory
	<b>Non-performing loans</b>	According to the Portuguese covered bonds legislation, any loan which is in arrears by more than 90 days must be removed from the pool and substituted by another loan which fulfils the eligibility criteria. Therefore, there are no NPL's included in the cover pool
HG.1.14		
HG.1.15	<b>Valuation Method</b>	[For completion]
OHG.1.1	<i>NPV assumptions (when stated)</i>	
OHG.1.2		
	<b>3. Reason for No Data</b>	<b>Value</b>
HG.3.1	<b>Not applicable for the jurisdiction</b>	ND1
HG.3.2	<b>Not relevant for the issuer and/or CB programme at the present time</b>	ND2
HG.3.3	<b>Not available at the present time</b>	ND3
OHG.3.1	<b>Confidential Information</b>	ND4



1. Current Credit Ratings	Long Term				Short Term	
Euro 12,500,000,000 Mortgage Covered Bond Programme	Aaa/AAA/AA(L) (Moody's / Fitch / DBRS)				N/A	
Banco Comercial Português, S.A.	Baa1/BBB/BBB/BBB(H) (Moody's / S&P / Fitch/ DBRS)				NP/B/B/R-2(m) (Moody's / S&P / Fitch / DBRS)	
Portugal	A3/A-/A-/A(H) (Moody's / S&P / Fitch/ DBRS)				NP/B/B/... (Moody's / S&P / Fitch / DBRS)	
2. Covered Bonds Issues	Issue Date	Coupon	Maturity Date	Soft Bullet Date <sup>1</sup>	Remaining Term <sup>a</sup>	Nominal Amount
Covered Bonds Outstanding					1.91	9,200,000,000
Syndicated Covered Bonds Issues						

**Private Placements Covered Bonds Issues**

Series 5 (ISIN PTBIPGOE0061)	18/05/2010	Floating Rate	18/10/2028	18/10/2029	3.80	2,200,000,000
Series 6 (ISIN PTBCSFOE0024)	23/07/2010	Floating Rate	29/10/2025	29/10/2026	0.83	2,000,000,000
Series 7 (ISIN PTBCS3OE0028)	22/10/2010	Floating Rate	22/04/2027	22/04/2028	2.31	1,000,000,000
Series 8 (ISIN PTBCQLOE0036)	23/08/2012	Floating Rate	23/04/2026	23/04/2027	1.31	4,000,000,000

**CRD Compliant (Yes/No)**

3. Asset Cover Test	Remaining Term <sup>a</sup>	Nominal Amount
<b>Mortgage Credit Pool</b>	<b>24.68</b>	<b>10,932,202,702</b>
<b>Other Assets<sup>2</sup> (Deposits and Securities at market value)</b>	<b>0.00</b>	<b>50,000,000</b>
Cash and Deposits	0.00	50,000,000.00
RMBS	0.00	0.00
Other securities	0.00	0.00
<b>Total Cover Pool</b>	<b>24.57</b>	<b>10,982,202,702</b>
% of ECB eligible assets		100.00%
<b>Overcollateralization<sup>3</sup> (Current OC)</b>		<b>19.37%</b>
<b>Required Overcollateralization (Moody's)</b> - Minimum OC level to keep the current Mortgage Covered Bond Programme rating		<b>3.50%</b>
<b>Committed Overcollateralization (Fitch)</b> - Minimum OC level to keep the current Mortgage Covered Bond Programme rating		<b>18.00%</b>
<b>Committed Overcollateralization (DBRS)</b> - Minimum OC level to keep the current Mortgage Covered Bond Programme rating		<b>14.00%</b>
<b>Legal Minimum Overcollateralization</b>		<b>5.00%</b>

<sup>a</sup>Remaining Term not considering loan amortization profiles. Mortgage credit pool weighted average life 12.5 years**4. Other Triggers**

Net Present Value of Assets (incl. derivatives) <sup>4</sup>	15,254,332,732.18
Net present value of liabilities (incl. derivatives) <sup>4</sup>	9,209,963,067.62
Net Present Value of Assets (incl. derivatives) - Net present value of liabilities (incl. derivatives) ≥ 0	OK
Net Present Value of Assets (incl. derivatives) - Net present value of liabilities (incl. derivatives) ≥ 0 (stress of + 200bps)	OK
Net Present Value of Assets (incl. derivatives) - Net present value of liabilities (incl. derivatives) ≥ 0 (stress of - 200bps)	OK
Other Assets ≤ 20% (Cover Pool + Other Assets)	OK
Deposits with a remaining term > 100 days ≤ 15% Covered Bonds Nominal	N/A
Estimated Interest from Mortgage Credit and Other Assets - Estimated Interest from Covered Bonds ≥ 0	OK
Mortgage Credit + Other Assets WA Remaining Term - Covered Bonds WA Remaining Term ≥ 0	OK

**5. Currency Exposure****Cover Pool Includes**

Assets in a currency different than Euro (yes/no)	No
Liabilities in a currency different than Euro (yes/no)	No
Cross currency swaps in place (yes/no)	No
<b>Currency Exposure Detail</b>	N/A

**6. Mortgage Credit Pool****Main Characteristics**

Number of Loans	177,873
Aggregate Original Principal Balance (EUR)	16,071,014,139.10
Aggregate Current Principal Balance (EUR)	10,932,202,702.41
Average Original Principal Balance per loan (EUR)	90,351.06
Average Current Principal Balance per loan (EUR)	61,460.72
Current principal balance of the 5 largest borrowers (EUR)	18,665,157.45
Weight of the 5 largest borrowers (current principal balance) %	0.17
Current principal balance of the 10 largest borrowers (EUR)	30,631,520.77
Weight of the 10 largest borrowers (current principal balance) %	0.28
Weighted Average Seasoning (months)	115.97
Weighted Average Remaining Term (months)	296.16
Weighted Average Current Unindexed LTV <sup>5</sup> (%)	50.53
Weighted Average Current Indexed LTV <sup>5</sup> (%)	0.00
Weighted Average Interest Rate (%)	4.009
Weighted Average Spread (%)	1.189
Max Maturity Date (dd-mm-yyyy)	25/11/2074

**Subsidized Loans**

	Number of Loans	% Total Loans	Amount of Loans	% Total Amount
Yes	8,762	4.93%	127,019,812	1.16%
No	169,111	95.07%	10,805,182,891	98.84%

**Insured Property<sup>6</sup>**

	Number of Loans	% Total Loans	Amount of Loans	% Total Amount
Yes	177,873	100.00%	10,932,202,702	100.00%
No	0	0.00%	0	0.00%

**Interest Rate Type**

	Number of Loans	% Total Loans	Amount of Loans	% Total Amount
Fixed	34,242	19.25%	2,941,941,403	26.91%
Floating	143,631	80.75%	7,990,261,300	73.09%

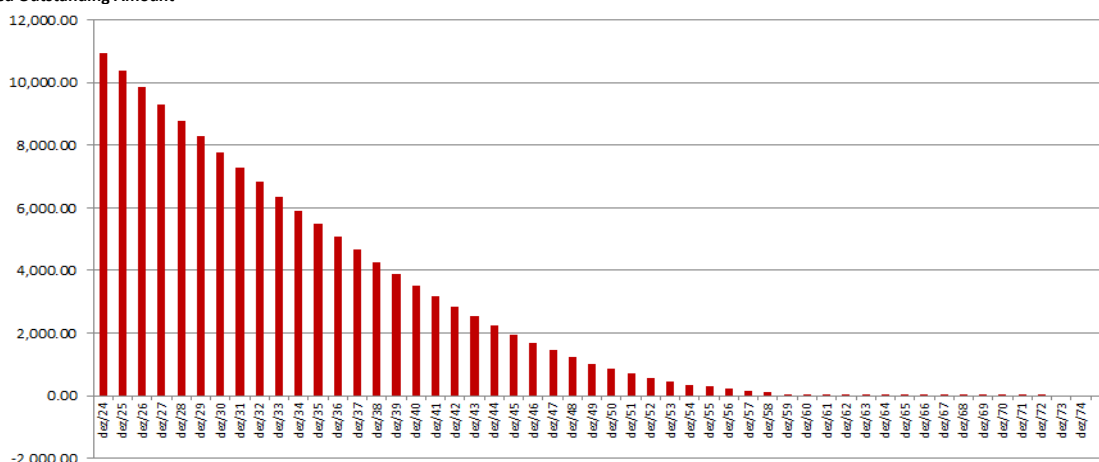
**Repayment Type**

	Number of Loans	% Total Loans	Amount of Loans	% Total Amount
Annuity / French	176,331	99.13%	10,765,391,043	98.47%
Linear	0	0.00%	0	0.00%
Increasing instalments	0	0.00%	0	0.00%
Bullet	0	0.00%	0	0.00%
Interest-only	29	0.02%	3,892,372	0.04%
Other	1,513	0.85%	162,919,287	1.49%

Report Reference Date: **31/12/2024**  
Report Frequency: Quarterly

**6. Mortgage Credit Pool (continued)**

Seasoning	Number of Loans	% Total Loans	Amount of Loans	% Total Amount
Up to 1 year	488	0.27%	59,560,191	0.54%
1 to 2 years	5,650	3.18%	686,302,280	6.28%
2 to 3 years	10,043	5.65%	1,223,962,022	11.20%
3 to 4 years	11,599	6.52%	1,262,338,797	11.55%
4 to 5 years	8,779	4.94%	856,157,178	7.83%
5 to 6 years	9,485	5.33%	827,041,813	7.57%
6 to 7 years	8,657	4.87%	724,059,350	6.62%
7 to 8 years	6,228	3.50%	450,245,940	4.12%
8 to 9 years	4,223	2.37%	261,073,997	2.39%
9 to 10 years	3,193	1.80%	184,302,734	1.69%
10 to 11 years	2,081	1.17%	99,622,892	0.91%
11 to 12 years	2,822	1.59%	112,655,921	1.03%
More than 12 years	104,625	58.82%	4,184,879,586	38.28%
Remaining Term	Number of Loans	% Total Loans	Amount of Loans	% Total Amount
Up to 5 years	15,499	8.71%	148,633,654	1.36%
5 to 8 years	13,117	7.37%	279,663,522	2.56%
8 to 10 years	7,526	4.23%	229,045,125	2.10%
10 to 12 years	8,378	4.71%	302,877,034	2.77%
12 to 14 years	8,023	4.51%	368,997,214	3.38%
14 to 16 years	8,585	4.83%	442,818,991	4.05%
16 to 18 years	8,893	5.00%	498,177,973	4.56%
18 to 20 years	11,068	6.22%	620,258,187	5.67%
20 to 22 years	12,776	7.18%	815,143,186	7.46%
22 to 24 years	12,919	7.26%	906,492,327	8.29%
24 to 26 years	14,207	7.99%	1,090,128,341	9.97%
26 to 28 years	13,174	7.41%	1,129,123,224	10.33%
28 to 30 years	9,736	5.47%	856,638,392	7.84%
30 to 40 years	33,705	18.95%	3,219,586,580	29.45%
More than 40 years	267	0.15%	24,618,952	0.23%
Current Unindexed LTV	Number of Loans	% Total Loans	Amount of Loans	% Total Amount
Up to 40%	84,718	47.63%	3,147,495,387	28.79%
40 to 50%	26,736	15.03%	1,807,000,489	16.53%
50 to 60%	26,468	14.88%	2,054,984,530	18.80%
60 to 70%	23,549	13.24%	2,138,351,077	19.56%
70 to 80%	16,402	9.22%	1,784,371,220	16.32%
More than 80%	0	0.00%	0	0.00%
Loan Purpose	Number of Loans	% Total Loans	Amount of Loans	% Total Amount
Owner-occupied	162,881	91.57%	9,639,040,276	88.17%
Second Home	14,914	8.38%	1,282,642,542	11.73%
Buy to Let	0	0.00%	0	0.00%
Other	78	0.04%	10,519,885	0.10%
Property Type	Number of Loans	% Total Loans	Amount of Loans	% Total Amount
Residential	<b>177,873</b>	<b>100.00%</b>	<b>10,932,202,702</b>	<b>100.00%</b>
Flat	111,733	62.82%	6,543,174,456	59.85%
House	66,140	37.18%	4,389,028,246	40.15%
Other	0	0.00%	0	0.00%
Commercial	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>
Geographical Distribution	Number of Loans	% Total Loans	Amount of Loans	% Total Amount
Portugal	<b>177,873</b>	<b>100.00%</b>	<b>10,932,202,702</b>	<b>100.00%</b>
Norte	55,737	31.34%	3,117,853,506	28.52%
Center	30,407	17.09%	1,523,194,387	13.93%
Lisbon	69,698	39.18%	4,877,281,952	44.61%
Alentejo	6,632	3.73%	310,270,992	2.84%
Algarve	9,076	5.10%	725,650,507	6.64%
Madeira	3,572	2.01%	225,625,453	2.06%
Azores	2,751	1.55%	152,325,906	1.39%
Delinquencies <sup>a</sup>	Number of Loans	% Total Loans	Amount of Loans	% Total Amount
> 30 to 60 days	233	0.13%	16,064,407	0.15%
> 60 to 90 days	6	0.00%	791,932	0.01%
> 90 days	0	0.00%	0	0.00%

**Projected Outstanding Amount<sup>b</sup>**


Amortisation Profile	Principal Balance
Dec/2024	10,932,202,702
Dec/2025	10,384,363,719
Dec/2026	9,841,093,197
Dec/2027	9,306,797,897
Dec/2028	8,783,179,543
Dec/2029	8,272,276,256
Dec/2030	7,774,327,076
Dec/2035	5,486,728,825
Dec/2040	3,531,965,279
Dec/2045	1,955,991,902
Dec/2050	856,169,575
Dec/2055	289,776,537
Dec/2060	36,090,907
Dec/2065	860,551
Dec/2070	6,024
Dec/2073	1,506
Dec/2075	0
Dec/2080	0
Dec/2085	0

<sup>a</sup> Includes mortgage pool and other assets; assumes no prepayments (constant prepayment rate of 0%)



Report Reference Date: **31/12/2024**  
Report Frequency: **Quarterly**

## 7. Expected Maturity Structure

In EUR	0-6 Months	6-12 Months	1-2 Years	2-3 Years	3-5 Years	5-10 Years	>10 Years
Residencial Mortgages <sup>b</sup>	274,235,642	273,411,813	543,080,590	534,108,507	1,034,159,964	2,352,457,587	5,920,748,600
Commercial Mortgages	0	0	0	0	0	0	0
Other Assets <sup>2</sup>	0	0	0	0	0	0	0
<b>Cover Pool</b>	<b>274,235,642</b>	<b>273,411,813</b>	<b>543,080,590</b>	<b>534,108,507</b>	<b>1,034,159,964</b>	<b>2,352,457,587</b>	<b>5,920,748,600</b>
<b>Covered Bonds</b>	<b>0</b>	<b>2,000,000,000</b>	<b>4,000,000,000</b>	<b>1,000,000,000</b>	<b>2,200,000,000</b>	<b>0</b>	<b>0</b>

<sup>b</sup> Includes mortgage pool and other assets; assumes no prepayments (constant prepayment rate of 0%)

## 8. Liquidity Cushion

Liquidity Cushion (according to Fitch's definition) <sup>c</sup>

	Nominal Amount
Liquidity Cushion amount	0.00
Deposits with eligible financial institutions	0.00
Eligible securities	0.00
<b>Liquidity Cushion requirement calculation</b>	
Required Liquidity Cushion	0.00
Interest due month 1	0.00
Interest due month 2	0.00
Interest due month 3	0.00

<sup>c</sup> At least equal to the interest payments due on the Covered Bonds Outstanding before swaps for the next 3 months

## 9. Derivative Financial Instruments

	Nominal Amount
<b>Total Amount of Derivatives in the Cover pool</b>	<b>0.00</b>
<b>Of Which Interest Rate Derivatives<sup>d</sup></b>	<b>0.00</b>
Fixed to Floating Swaps	0.00
Interest Basis Swaps	0.00
<b>Of Which Currency Swaps</b>	<b>0.00</b>

<sup>d</sup> External Counterparties (No)

## 10. Contacts

Financial Operations Department  
Other Reports on Millenniumbcp website  
ECBC Label Website

[Securitisation.Unit@millenniumbcp.pt](mailto:Securitisation.Unit@millenniumbcp.pt)  
<http://ind.millenniumbcp.pt/en/Institucional/investidores/Pages/CoveredBondsProgramme.aspx>  
<https://coveredbondlabel.com/>

## Notes

### 1 Soft Bullet Date (Extended Maturity)

If the covered bonds are not redeemed on the relevant maturity date, the maturity will automatically be extended on a monthly basis up to one year. In that event, the covered bonds can be redeemed in whole or in part on a monthly basis up to and including the Extended Maturity Date.

### 2 Other Assets

In addition to the mortgage assets, other assets (or substitution assets) may be included in the cover pool up to an amount equal to 20% of the cover pool, subject to the following eligibility criteria:

- Deposit with the Bank of Portugal in cash or ECB eligible securities, or
- Deposits held with credit institutions rated at least A-.

### 3 Overcollateralisation

The overcollateralisation ratios are calculated by dividing (i) the total outstanding balance of the assets included in the cover pool by (ii) the total nominal amount of the covered bonds (both excluding accrued interest). For clarification purposes, all assets included in the covered pool are eligible assets.

### 4 Net Present Value (NPV)

The NPV of the assets is obtained by discounting all future cash flows with the IRS curve.

The NPV of the liabilities is obtained by discounting all future cash flows with the IRS curve.

Substitution assets as well as any derivatives in the pool are marked at their market value.

NPV of liabilities cannot exceed the NPV of the portfolio assigned to the bond, including derivatives.

### 5 Loan-to-Value

The Current LTV is calculated by dividing the outstanding balance of the loan by the value of the underlying property (last physical valuation).

The Current indexed LTV is calculated by dividing the outstanding balance of the loan by the latest valuation amount of the underlying property (i.e. indexed value or last physical valuation).

A full valuation of the underlying properties must have been performed by an independent appraiser, at origination or after, prior to the inclusion of the mortgage loan in the cover pool.

Properties (both residential and commercial) should also be revalued regularly:

- For commercial assets this must be done on an annual basis;
- Residential properties must be revalued at least every 3 years - if the individual mortgage credit value exceeds € 500.000
- Also the value of the mortgage property should be checked on a frequent basis, at least every three years, in order to identify the properties that require appraisal by an expert (this procedure can be done using statistical models approved by the Bank of Portugal).

### 6 Insured Property

All mortgages must have property damage insurance covering fire and floods.

### 7 Delinquencies

A loan is considered to be delinquent if any payment is in arrears by more than 30 days. According to the Portuguese covered bonds legislation, any loan which is in arrears by more than 90 days must be removed from the pool and substituted by another loan which fulfills the eligibility criteria. Therefore, there are no NPL's included in the cover pool.



## E. Harmonised Transparency Template - Optional ECB - ECAIs Data Disclosure

HTT 2024

Reporting in Domestic Currency

Eur

### CONTENT OF TAB E

[1. Additional information on the programme](#)

[2. Additional information on the swaps](#)

[3. Additional information on the asset distribution](#)

Field Number	1. Additional information on the programme					
	Transaction Counterparties	Name	Legal Entity Identifier (LEI)*			
E.1.1.1	Sponsor (if applicable)	ND1	ND1			
E.1.1.2	Servicer	Banco Comercial Português, S.A.	JU1U650DG9YLT7N8ZV32			
E.1.1.3	Back-up servicer	ND1	[For completion]			
E.1.1.4	BUS facilitator	ND1	[For completion]			
E.1.1.5	Cash manager	Banco Comercial Português, S.A.	JU1U650DG9YLT7N8ZV32			
E.1.1.6	Back-up cash manager	ND1	[For completion]			
E.1.1.7	Account bank	Banco Comercial Português, S.A.	JU1U650DG9YLT7N8ZV32			
E.1.1.8	Standby account bank	ND1	ND1			
E.1.1.9	Account bank guarantor	ND1	ND1			
E.1.1.10	Trustee	ND1	ND1			
E.1.1.11	Cover Pool Monitor	Ernst & Young Global Limited	ND1			
OE.1.1.1	where applicable - paying agent	Banco Comercial Português, S.A.	JU1U650DG9YLT7N8ZV32			
OE.1.1.2						
OE.1.1.3						
OE.1.1.4						
OE.1.1.5						
OE.1.1.6						
OE.1.1.7						
OE.1.1.8						
2. Additional information on the swaps						
	Swap Counterparties	Guarantor (if applicable)	Legal Entity Identifier (LEI)*	Type of Swap		
E.2.1.1	ND3	ND3	ND3	ND3		
3. Additional information on the asset distribution						
	1. General Information	Total Assets				
E.3.1.1	Weighted Average Seasoning (years)	115.97				
E.3.1.2	Weighted Average Maturity (years)**	296.16				
OE.3.1.1						
OE.3.1.2						
OE.3.1.3						
OE.3.1.4						
	2. Arrears	% Residential Loans	% Commercial Loans	% Public Sector Assets	% Shipping Loans	% Total Loans
E.3.2.1	1-<30 days	-	ND2	ND2	ND1	-
E.3.2.2	30-<60 days	0.13%	ND2	ND2	ND1	0.15%
E.3.2.3	60-<90 days	0.00%	ND2	ND2	ND1	0.01%
E.3.2.4	90-<180 days	ND1	ND1	ND1	ND1	ND1
E.3.2.5	>= 180 days	ND1	ND1	ND1	ND1	ND1



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We accept no liability in relation to any lack of availability of the Site or any omission of, or any display of incorrect, Product Information on the Site for any reason whatsoever including negligence.

The Issuer shall not make any statement that its receipt of a Covered Bond Label constitutes a recommendation by us to buy, sell or hold any Product, or that it reflects our views on the suitability of any

#### 2. PRODUCTS

By uploading and/or validating Product Information on our Site, the Issuer warrants and represents that the Product complies with the relevant criteria established by the Label Convention as detailed at [www.coveredbondlabel.com/pdf/Covered\\_Bond\\_Label\\_Convention\\_2015.pdf](http://www.coveredbondlabel.com/pdf/Covered_Bond_Label_Convention_2015.pdf)

#### 3. UPLOADING INFORMATION TO OUR SITE

Whenever you upload and/or validate Product Information on the Site, you warrant and represent that any such contribution complies with the content standards set out in our Acceptable Use Policy, and you shall indemnify us against, and hold us harmless from, any losses, liabilities and costs arising in respect of any breach of that warranty.

You shall promptly notify us in the event that Product Information published on the Site, any representation made to us in connection with obtaining a Covered Product Label, or any other information communicated to us in connection with the Site, becomes false, inaccurate, incomplete, or misleading.

Any information you upload to and/or validate on the Site shall be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties such information for any purpose. We also have the right to disclose your identity to any third party who is claiming that any information posted or uploaded by you to the Site constitutes a violation of their We shall not be responsible, or liable to any third party, for the content or accuracy of any Product Information posted by you or any other user of the Site.

We have the right to remove any information or posting you make on the Site if, in our opinion, such information does not comply with the content standards set out in our Acceptable Use Policy, or for any

#### 4. LINKING TO OUR SITE

You may link to our home page ([www.coveredbondlabel.com](http://www.coveredbondlabel.com)), provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part.

You must not establish a link from any website that is not owned by you.

The Site must not be framed on any other website, nor may you create a link to any part of the Site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.

#### 5. SECURITY

Issuers are required to register with us in order to use the Site by completing the following Registration Form

Issuers will be provided with a unique user identification code and password (the "User Details") in order to access the Site for the sole purpose of uploading and/or validating Product Information on the Site. Such User Details are granted by us for the sole and exclusive use of the Issuer.

We reserve the right to alter or cancel User Details and revoke access to the site at any time.

If we need to contact you in relation to your use of the Site, we may contact you by email, telephone or post. The most recent details you have given us will be used. You must promptly inform us of any

#### 6. DOWNLOADING OF ISSUER PROFILES FROM OUR SITE

An Issuer may download its own profile from our Site in any of the ways expressly permitted by the Site, but Issuers may not download the profiles of any other Issuers or attempt to download profiles from



## Disclaimer - Important notices

### SECTION C. GENERAL T&Cs

#### 1. SITE ACCESS

Access to the Site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on the Site without notice. We shall not be liable if for any reason the Site is unavailable at any time or for any period of time.

From time to time, we may restrict access to the Site (either partially or in its entirety).

If you are provided with a user identification code, password or any other piece of information as part of our security procedures you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these T&Cs, or for any other reason.

When using the Site, you must comply with the provisions of our **Acceptable Use Policy**. You shall indemnify us against, and hold us harmless from, any losses, liabilities or costs (including reasonable administrative and legal costs) suffered by us (including our officers and employees) or by third parties (including Investors and regulatory authorities) as a result of any breaches of our **Acceptable Use Policy** that you commit.

You are responsible for making all arrangements necessary for you to have access to the Site. You are also responsible for ensuring that all persons who access the Site through your internet connection are aware of these T&Cs and that they comply with them.

#### 2. INTELLECTUAL PROPERTY

All rights in this Site unless otherwise indicated, are owned by us. This Site and all content published on this Site, unless otherwise indicated, are protected by copyright in Belgium and other jurisdictions across the world. All trademarks and devices displayed on this Site, unless otherwise indicated, are owned by us and may be registered in many jurisdictions across the world. Save as provided in these T&Cs, any use or reproduction of these trademarks and/or devices is prohibited.

You must not use any part of the materials on the Site for commercial purposes without our consent.

#### 3. SITE CHANGES

We aim to update the Site on a regular basis, and may change the content at any time. If the need arises, we reserve the right to suspend access to the Site, or close it indefinitely.

#### 4. OUR LIABILITY

The Product Information displayed on the Site is provided by the Issuer, and the granting of any label made available through the website is under the sole control of the Issuer, in each case without any guarantees, conditions, warranties or representations from us as to its accuracy or completeness. To the extent permitted by law, we, and any third parties connected to us, hereby expressly exclude:

- all conditions, warranties and other terms which might otherwise be implied by any applicable law or regulation; and

- any liability for any direct, indirect or consequential loss or damage incurred by any User in connection with the Site or in connection with the use, inability to use or results of the use of the Site, any websites linked to it and any materials posted on it (including, without limitation, the omission of, or the display of incorrect, Product Information on the Site) or in connection with any Product, including loss of: income, revenue, business, profits, contracts, anticipated savings, information, or goodwill, regardless of how any such loss or damage is caused.

#### 5. INFORMATION ABOUT YOU AND VISITS TO OUR SITE

We process information about you in accordance with our Privacy Policy. By using the Site, you consent to such processing and you warrant that all information provided by you is accurate

#### 6. VIRUSES, HACKING, OTHER OFFENCES

You must not misuse the Site by knowingly introducing viruses, 'trojan horses', worms, logic bombs or other material which is maliciously or technologically harmful. You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored, or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of-service attack.

By breaching this provision, you would commit a criminal offence under the law of 28 November 2000 on computer crime. We shall report any such breach to the relevant law enforcement authorities and we shall co-operate with those authorities by disclosing your identity to them. In the event of such breach, your right to use the Site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, information or other proprietary material due to your use of the Site or to your downloading of any information posted on it or on any website linked to it.

We do not warrant that this Site or any software or material of whatsoever nature available on or downloaded from it will be free from viruses or defects, compatible with your equipment or fit for any purpose. It is your responsibility to use suitable anti-virus software on any software or other material that you may download from this Site and to ensure the compatibility of such software or material with your equipment and software.

We reserve the right to prohibit any activities of any nature or description that, in our sole discretion, might tend to damage or injure our commercial reputation or goodwill or the reputations or goodwill of any of the providers or subscribers to this Site.

#### 7. JURISDICTION AND APPLICABLE LAW

The courts of Brussels, Belgium shall have exclusive jurisdiction over any claim arising from, or related to, a visit to the Site or these T&Cs.

These T&Cs and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Belgium.

#### 8. VARIATIONS

We may revise these T&Cs at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we have made, as they are binding on you. Certain of the provisions contained in these T&Cs may also be superseded by provisions or notices published elsewhere on the Site.

#### 9. CONTACTS

Details of how to contact us are available by clicking on Contact Us.

We shall inform you if any of our contact details change by posting a notice on the Site.

### SECTION D. CBFL ACCEPTABLE USE POLICY

This acceptable use policy (the "Policy") sets out the terms agreed between a user of the website ("you") and the Covered Bond Label Foundation ("we" or "us") on which you may use the website [www.coveredbondlabel.com](http://www.coveredbondlabel.com) (the "Site"). The Policy shall apply to all users of, and visitors to, the Site.

Your use of the Site means that you accept, and agree to abide by, all the terms of the Policy, which supplement our Terms of Use.

#### 1. PROHIBITED USES

You may use the Site for lawful purposes only. You may not use the Site:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way which breaches or contravenes our content standards (see para 2 below);
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- to knowingly transmit any information, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of the Site in contravention of the provisions of our Terms of Use; and
- not to access without authority, interfere with, damage or disrupt:
  - any part of the Site;
  - any equipment or network on which the Site is stored;
  - any software used in the provision of the Site; or
  - any equipment or network or software owned or used by any third party.

#### 2. CONTENT STANDARDS

These content standards apply to any and all information (the "Information") which you contribute to the Site.

Information must:

- be accurate; and
  - comply with applicable law in Belgium and in any country from which it is posted.
- Information must not:
- infringe any copyright, database right, trade mark or other proprietary right of any other person;
  - be likely to deceive any person; or
  - be provided in breach of any legal duty owed to any person, such as a contractual duty or a duty of confidence;

#### 3. SUSPENSION AND TERMINATION

We will determine, at our sole discretion, whether your use of the Site has caused a breach of the Policy. When a breach of the Policy has occurred, we may take such action as we deem reasonable.

Failure to comply with the Policy will constitute a material breach of our Terms of Use upon which you are permitted to use the Site, and may result in us taking any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use the Site;
- immediate, temporary or permanent removal of any information uploaded by you to the Site;
- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- disclosure of information to law enforcement authorities as requested by law or as we reasonably feel is necessary; or
- any other action we deem to be appropriate;

#### 4. DOWNLOADING AND USE OF INFORMATION FROM OUR SITE

You may download information from our Site in any of the ways expressly permitted by the Site. Where indicated by the Site, you shall supply all the details requested and accept all the applicable terms and conditions before attempting to download any information from the Site. You shall not attempt to download profiles from the Site by any other means.

You may use information that has been downloaded from our Site in accordance with our permitted procedures and/or hard copies of information printed from our Site for your personal use or internal business purposes only (in which case you are required to preserve in your copies any copyright materials displayed in the original materials and otherwise to acknowledge the Site as the source of the material). You may not distribute or show any materials downloaded or printed from our Site to any third parties or quote or refer to any such materials in communications with third parties without obtaining our prior written permission. Any such permission would only be granted by us on terms that the third party in question, prior to viewing any material from our Site, accepts and agrees to comply with these T&Cs as if the third party were a User of the Site.

Regardless of any permission that may be granted by us for you to distribute or show materials downloaded or printed from our Site to third parties, you must not use or export the information or materials available on or through this Site in violation of laws in your, or any other applicable, jurisdiction. It remains your responsibility at all times to ensure that such laws are not violated.

#### 5. CHANGES TO THE POLICY

We may revise the Policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in the Policy may also be superseded by provisions or notices published elsewhere on the Site.

### SECTION E. CBFL PRIVACY POLICY

The Covered Bond Label Foundation ("we" or "us") is committed to protecting and respecting the privacy of our users.

This policy (together with our Terms of Use and any other documents referred to on it) sets out the basis on which any personal information we collect from, or that is provided to us by, a user (including from any individual who represents, and/or acts on behalf of, a user) ("you") will be processed by us or by third parties. Please read the following carefully to understand our views and practices regarding your personal information and how we will treat it.

For the purpose of the Law of 8 December 1992 on the protection of privacy in relation to processing of personal information (*la protection de la vie privée à l'égard des traitements de données à caractère personnel* / *wet tot bescherming van de persoonlijke levensfeer ten opzichte van de verwerking van persoonsgegevens*) (the "Belgian DPL"), we (the Covered Bond Label Foundation) are the data controller.

#### 1. INFORMATION COLLECTION AND PROCESSING

We may collect and process the following information about you:

- information that you provide by completing any form on our website ([www.coveredbondlabel.com](http://www.coveredbondlabel.com)) (the "Site"). This includes information provided at the time of registering to use the Site, subscribing to our service, posting material or requesting further service
- if you contact us, we may keep a record of that correspondence; and
- details of your visits to the Site and the resources that you access.

This information may include personal information (such as your name or title) and we will only process such personal information for the purposes set out in paragraph 2 below in accordance with the Belgian DPL.

#### 2. INFORMATION USE

We may collect and process your personal information for the following purposes:

- to ensure that content from the Site is presented in the most effective manner for your computer;
- to provide you with information, products or services that you request from us or which we feel may interest you; and
- to notify you about changes to our service.

If you do not want us to use your information in this way, or to pass your details on to third parties for marketing purposes, you can refuse consent to such processing by ticking the relevant box situated on the form on which we collect your information.

#### 3. TRANSFER AND STORAGE OF PERSONAL INFORMATION

You agree that your personal information may be communicated to third parties:

- if we are under a duty to disclose or share your personal information in order to comply with any legal obligation, or in order to enforce or apply our Terms of Use and other agreements;
- in the case of any legitimate interest; and
- for direct marketing purposes (unless you object to such processing in accordance with paragraph 2 above).

By submitting your personal information, you also agree that such information may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"), whether or not an adequate level of protection is ensured for personal information in the country of reception.

Your personal information may also be processed by staff operating outside the EEA who work for us or for one of our processors for the same purposes as listed in paragraph 2 above. Such staff may be engaged in, among other things, the provision of support services.

#### 4. SECURITY

We will take all steps reasonably necessary to ensure that your information is treated securely and in accordance with this privacy policy, and to prevent personal information being accessible to and processed by unauthorised parties, or being accidentally changed or deleted. There are internal security measures in place to protect the premises, servers, network, data transfers, and the information itself.

You acknowledge however that the transmission of information via the internet is not completely secure. While we will use reasonable endeavours to protect your personal information, we cannot fully guarantee the security of your information transmitted to the Site.

Where we have given you a password which enables you to access certain parts of the Site, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

#### 5. YOUR RIGHTS

The Belgian DPL gives you the right to access or, where incorrect, amend or delete (at your request and free of charge) personal information pertaining to you. You can exercise these rights at any time by contacting us by email by clicking on Contact Us or by letter addressed to the Daily Manager, Avenue i Cortenberg 71, B-1000, Brussels, Belgium.

You also have the right to ask us not to process your personal information for marketing purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your information or by contacting us by email or by letter in accordance with the above.

#### 6. CHANGES TO OUR PRIVACY POLICY

Any changes we make to our privacy policy in the future will be posted on this page.

#### 7. CONTACT

If you have any questions about this policy, the collection and use of your personal information or other privacy-specific concerns please contact us by clicking on Contact Us