

# GENERAL CONDITIONS TO OPEN AND OPERATE AN ACCOUNT

## **1 – GENERAL INFORMATION**

*Opening, Operating and closing an Account in Banco Comercial do Atlântico (the Bank) shall be subject to the following General Conditions, to the Banking rules and to the current law in force.*

## **2 -SIGNATURES**

*The signatures named in the OPEN ACCOUNT FORM are valid for all of the accounts opened in this Bank by the same applicants and the same number customers.*

## **3 – TYPE AND METHOD OF OPERATION OF THE ACCOUNTS**

*The accounts opened in the Bank may be single or collective. If more there are more than one Applicant, they're collective, they may be:*

*Joint and Severely Account: Any Applicant may operate the debit account totally or partially.*

*Joint Account: All of the Applicants shall declare and be legally recognized as joint depositors, and the signature of all of them is necessary to operate the debit account.*

*Mixed Account: The signatures of more than one Applicant are necessary for debit operations, in harmony with the rule accepted by the applicants.*

## **4 - CHEQUES**

*The Bank has the right to not issuing cheques in the name of the Applicant, for his/her own security.*

*The Bank has the right to send the requested cheques by the customer to the customer's residence and on the customer's own account and risk, in case he/she does not collect the cheques within 30 after the request is made.*

*The customer should notify the Bank as soon as possible, through any means with subsequent confirmation in written form, of robbery, loss or damage of cheques and the Bank shall not take any responsibility for the inherent damages. In case of robbery of cheques, the Bank may request to the Customer a confirmation of his/her diligences in the Police authorities before accepting instructions as far as non payment of such cheques.*

## **5 – INSTRUCTIONS**

*The instructions to the Bank may be submitted in an appropriate document, letter, fax or through other means of communication, and the Bank may request previously the confirmations of such instructions, for the customer's greater security.*

*The Bank is not bound by any responsibility caused by difficulties, delays or errors in the transmission of communications through the Post office, fax or any other means of transmission and transport.*

## **6 - COMMUNICATIONS**

*The Bank's communications shall be addressed to the customer's registered last address, presuming that the date of the expedition of the communication is the one that is registered in the respective copy filed in the Bank. The statements of the account shall be sent by the Bank within the timings requested by the Customer.*

## **7 – TERM DEPOSIT**

*The term deposit is valid from the date of the deposit or of its more recent renovation, and the term shall be valid for six months or one year, renewable (or for any other term agreed on).*

*The interest rates established are available at the Bank's reception desk. The interest calculation and credit are made under the terms and periods agreed. The term deposit interests shall be credited in the deposit on request account, unless the Customer chooses expressly the interests' capitalization of the interests.*

## **8 - CREDITS**

*The credits resulting from the deposits of cheques or any other values shall*

*be available on the next business day of its constitution, and the results of other values that are not cash are subject to good collection.*

## **9 - DEBITS**

*The Customer immediately authorizes the Bank to debit his/her account due to any commissions, postages, expenses, or related taxes, and in case of lack of balance to be debited in any other account the Customer may have in the same Bank.*

*In case of lack of provision in any other deposit account of the Customer, and if the Bank decides to authorize the payment, the Customer is immediately bound to regulate on the same day, until the Bank's closing time, the deficiency caused by the debit made in the account.*

*The interests on the deficiencies referred in the previous paragraph shall be due at the highest rate applied by the Bank, for active operations.*

*As a general principle, the Bank shall apply to the debits the date-value at the day they are rendered effective.*

## **10 - COMPENSATION**

*The customer immediately recognizes the Bank's right to be compensated by any inscriptions it makes, namely due to error or default and in other circumstances in which such compensation is justified, being this one made in the same amount as the original operation.*

## **11- INTEREST RATES CHANGES AND COMMISSIONS**

*The Bank shall alter the interest rates and the commissions namely when by legal disposition or administrative decision there is an alteration on the taxes and commissions in force.*

## **12 – MAINTENANCE CHARGES**

*The accounts with no operation shall be subject to the payment of maintenance charges.*

## **13 – CHANGES ON THE GENERAL CONDITIONS**

*The GENERAL CONDITIONS shall be modified at any moment by the Bank, with no other requisite than the communication to the Customer.*

## **14 – CUSTOMERS CLAIMS**

*All of the Customer's claims referring to the execution of his/her instructions shall be submitted 10 days after reception of the correspondence sent by the Bank.*

## **15 - CANCELLATION**

*The Bank and the Customer shall proceed to the cancellation of the present agreement at any time, through a written warning, establishing the form of regulation of the remaining balance, as well as the form of devolution of the cheques and other means of payment in the hand of the Applicant (s) of the accounts.*

## **16 – BANK SECRECY**

*Absolute secrecy shall be maintained as far as all and any relation with the customer, except for the cases required under the terms of the law.*



## FAMILY UNIT ANNUAL REVENUE

BRANCH

CLIENT NO.

APPLICANT			
PERSONAL ACCOUNT	<input type="checkbox"/>	JOINT AND SEVERAL LIABILITY ACCOUNT	<input type="checkbox"/>
JOINT ACCOUNT	<input type="checkbox"/>	MIXED ACCOUNT	<input type="checkbox"/>

CONDITIONS OF OPERATION	

APPLICANTS	IDENTIFICATION NUMBER	DATE OF BIRTH	SEX
1		/ /	
2		/ /	
3		/ /	
4		/ /	

SIGNATORIES			
1		3	
2		4	

GUARANTEE OF SIGNATORIES	

RECEIVE ACCOUNT STATEMENT			
YES	<input type="checkbox"/>	NON	<input type="checkbox"/>
PERIODICITY	<input type="checkbox"/>	MONTHLY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>	OTHER BANK CORRESPONDENCES	<input type="checkbox"/>

HOME ADDRESS	

I/ WE ARE AWARE OF THE GENERAL DEPOSIT CONDITIONS APPLIED BY BANCO COMERCIAL DO ATLÂNTICO, AS IT IS ESTABLISHED IN THE VERSO OF THIS DOCUMENT, WHICH I/WE ACCEPT AND SUBSCRIBE

DATE
/ /

SIGNATURE OF THE APPLICANT

SIGNATURE OF THE PERSON RESPONSIBLE