

Banco do Brasil S.A., London Branch

Internet Banking Agreement

Terms and Conditions

Together with the **General Terms of Business** and the **Standard Terms and Conditions for Business Accounts** these constitute the entire Terms between you and Banco do Brasil London Branch (“**the Branch**”, “**We**”, “**Us**”, “**Our**”) in relation to your use of its Internet Banking service and supersede any previous agreements between us.

In the event of any conflict between the **General Terms of Business**, the **Standard Terms and Conditions for Business Accounts** and these Terms, the terms of this **Internet Banking Agreement** shall prevail.

These Internet Terms and Conditions and some, but not all, of our account and customer information documents are available in a Portuguese translation. However, you should note that, where a Portuguese translation is provided, in the event of any discrepancy between the translation and its English version, the English language text shall prevail.

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1. Definitions

In this document, the following terms shall have the following meanings:

“Access Service Provider” means any Internet service provider providing connection to the Internet, or any commercial online service provider providing connection to the Internet in addition to its own proprietary private network.

“Account(s)” means your Business Account(s) held at Banco do Brasil S.A., London Branch.

“Account Holder” means the Branch’s client executing these Terms.

“Affiliate” means any company owned by Banco do Brasil or under common ownership with Banco do Brasil.

“Authorised Persons” means the designated officers of the Account Holder, duly authorised to represent the Account Holder in respect of the Account.

“Bank” means Banco do Brasil S.A., a corporation organized and existing under the laws of the Federative Republic of Brazil.

“BB Internet Banking” means the electronic service made available by us to its clients, permitting access to your account transactions and account balances and the capacity to initiate payments and transfers from your account(s) through a private network connection or through the internet.

“Business Day” means 9:00am – 5:00pm on any day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

“Other Information Provider” means any provider of information accessible through BB Internet Banking, other than us.

“Other Software Supplier” means any supplier of software used in BB Internet Banking or used to access BB Internet Banking, other than us.

“Parties” means us and the Account Holder.

“Services” means the product offerings made available through BB Internet Banking.

“System” means BB Internet Banking, the electronic service made available by Us to its clients, permitting the access to financial services through a private network connection or through the internet.

“TPP” means Third party payment service providers are the Account Information Service Provider (AISPs) and Payment Initiation Service Providers (PISPs).

“User(s)” means a person or persons designated and authorised by the Account Holder who will carry out functions in accordance with the user profile created.

“**Us/We/Our**” means Banco do Brasil S.A., London Branch, a branch of Banco do Brasil S.A. a financial institution duly organized under the laws of the Federative Republic of Brazil. Our principal office is located at 3rd Floor, 280 Bishopsgate, London EC2M 4ER, United Kingdom.

“**User Profile(s)**” means the password protected identity of a User, with a determined level of authority, designated by the Account Holder to conduct inquiries and payment transactions in BB Internet Banking.

2. The Service

- 2.1. We agree to provide and make available to the Account Holder the Banco do Brasil Internet Banking System (BB Internet Banking, the System) to the extent that the System is available through the London, United Kingdom branch of Banco do Brasil S.A.;
- 2.2. The London offering of the BB Internet Banking service provides the Account Holder, with read-only and printable view of account activity, together with the ability to create payment and transfer transactions and authorise them.
- 2.3. **Account Holders should be aware that details of all transactions associated with your account, including payment instructions and deposits, will be visible to all account users. This should be taken into consideration when granting access to Authorised Users.**
- 2.4. Transactions that require the exchange of currencies will be subject to certain cut off times depending on individual currencies.

3. Using BB Internet Banking

- 3.1. You and your Authorised Persons, agree that:
 - 3.1.1. You will properly maintain your Account(s) with us, to comply with all Terms and Conditions and any other rules governing the Account and to pay any fees associated with the use or maintenance of the Account(s).
 - 3.1.2. All nominated Users are authorised by you to use the Service to access your Account(s) with Us.
 - 3.1.3. You are responsible for guaranteeing the good standing of any individual you nominate to have access to the System and for all actions of all Users in their use of the System.
 - 3.1.4. You shall use Your best efforts to ensure that all Users are familiar with and have understood the System.

4. Registering a System User

- 4.1. An Authorised Person(s) may nominate one or more System Users.
- 4.2. Using the form attached to this Internet Banking Agreement an Authorised Person(s) may request us to:
 - Add new System Users;
 - Amend the access levels of existing System Users or
 - Cancel access rights of existing System Users.
- 4.3. Completed forms should be sent via e-mail to: london.middleoffice@bb.com.br
- 4.4. You should allow up to five (5) business days for any System User request to be processed by the branch and become effective.
- 4.5. There are two categories of System User: Inputter and Payment Authoriser.
- 4.6. Both categories of System User will have access to account balances/account statements and downloadable/printable account information.
- 4.7. In addition, the Inputter will have responsibility for inputting payment or account transfer requests, which must then be approved by the Payment Authoriser.
- 4.8. Each nominated System User must agree to abide by the terms of business applicable to your account(s).

5. Account Security

- 5.1. You acknowledge that:
 - 5.1.1. You will take all appropriate steps to protect the security of online access to your Accounts(s).
 - 5.1.2. The failure to protect User ID Codes or Passwords by Your nominated Users may allow an unauthorised party/parties to access your Account records.
 - 5.1.3. Your Internet Banking User ID and password are for your exclusive use. You must keep them secret and not disclose them to anyone else or allow any other person to use them. If at any time you think that someone has gained access to your log-in details, you must contact us immediately by e-mail to Relationship Manager.

- 5.1.4. You will be liable for any unauthorised entry, communication or use of the System resulting from the failure by You or Your nominated Users to safeguard your identification information.
- 5.1.5. You will contact us immediately if you or any user suspect that a System User ID and Password may have been stolen or if you or any User believe that an unauthorised person may have obtained access to your account(s).
- 5.1.6. You may use Third Party Providers (TPPs) offering account information or payment initiation services (or both) provided that they are duly authorized and regulated and it is your responsibility to check that this is the case. Further information about TPPs can be found in the Standard Terms and Conditions for Business Accounts.

6. Restricting or Terminating Access to the System

- 6.1. We have the right to deny User access, or cancel user access, to any of Your financial information or the use of any Service through the System if:
 - 6.1.1. Such use or access is not in accordance with any term or condition applicable to the Service or the System or to the information to be accessed;
 - 6.1.2. Such use or access is not permitted by any applicable law or regulation;
 - 6.1.3. We or any of Our subsidiaries or third-party providers, have reasonable cause to believe that such use or access may not be authorised by You or any third person whose authorisation We believe is necessary for such use or access.
- 6.2. We reserve the right to upgrade, amend, add, withdraw and vary the Services available to the Account Holder through BB Internet Banking. We will inform you of such changes in writing via your contact address and via email.

7. Contacting us

- 7.1. If any User needs System assistance or needs to contact us for any reason, the initial point of contact should be via email to london.middleoffice@bb.com.br or by calling the Relationship Manager responsible for the account(s).
- 7.2. Please note that telephone calls to the branch may be recorded or monitored for training or regulatory purposes.
- 7.3. Our postal address is: Banco do Brasil S.A., London Branch, 3rd Floor, 208 Bishopsgate, London EC2M 4AG.

8. Our Responsibility to You

- 8.1. We undertake to make all reasonable efforts to ensure full performance of the System.

9. Liability

- 9.1. Neither We, the Bank or Other Information Providers are responsible for any computer virus or related problems that may be attributable to services provided by any Access Service Provider.
- 9.2. We do not guarantee the security of your information where transmitted over a non-secure connection, nor do we undertake any liability for the risk of fraud from third parties or any liability other than for gross negligence or willful misconduct by us, as determined by a Court of competent jurisdiction.
- 9.3. We shall not be liable for any loss or damage due to causes beyond our reasonable control, including, without limitation, Acts of God, industrial disputes, fire, or power or telecommunication failure.
- 9.4. Except as otherwise provided in this Agreement and in the absence of gross negligence or willful misconduct on our part:
- 9.4.1. Neither we, the Bank, the Bank's offices, subsidiaries and Affiliates, or any Other Software Suppliers are responsible for any direct, indirect, special, incidental or consequential damages arising in any way out of the use of the System;
- 9.4.2. The entire liability of Us, the Bank's Uses and subsidiaries, Other Information Providers and Other Software Suppliers, and the Account Holder's exclusive remedy with respect to the use of the System, shall be limited to the replacement of any browser or Other Software Provided by us to use with the System that is found to be defective.
- 9.5. You agree to indemnify us and the Bank and hold them harmless to the fullest extent permitted by law from and against:
- 9.5.1. Any and all actions, claims, suits, fines and penalties arising out of:
- 9.5.1.1. Our performance of its obligations hereunder or;
- 9.5.1.2. The use by you, or any of your Users of the System, except to the extent of our gross negligence or willful misconduct.
- 9.5.2. Any damages, costs, expenses (including legal fees and reimbursements), losses or liabilities relating to any such actions, claims, suits, fines or penalties or to any breach of this Agreement by You

(whether or not we, the Bank or you are parties to any dispute or proceeding).

- 9.6. You understand and agree that we are not your advisor with respect to this Agreement or any services provided under these Terms.
- 9.7. You agree to fully indemnify, defend, and hold harmless Us and Our officers, directors, shareholders, employees, agents, and representatives from and against any and all claims, liabilities, demands, costs, losses, lawsuits, damages, recoveries, settlements, and expenses, including, without limitation, the costs of litigation and attorney's fees, arising directly or indirectly from or in any way related to this Agreement and any other document contemplated hereby or referred to herein, and not caused by our gross negligence or willful misconduct. The limitations of our liability are set forth in these Terms.
- 9.8. We, the Bank, and any other information provider or software supplier make no express or implied warranty as to the merchantability or fitness for a particular purpose of BB Internet banking, the financial information, or the services, and we make no other warranty, promise, commitment, guarantee, or representation with respect to BB internet Banking, the Financial information, or the services except those warranties, promises, commitments, guarantees, or representation specifically stated in these Terms.

10. Software Usage

- 10.1. Our System uses proprietary software of the Bank and may from time to time involve the use of other software suppliers. If we have provided You with software to use with the System, you are being granted an exclusive, non-transferable, non-sub-licensable license to use this software. You agree to use the software only for its intended purposes as provided in this Agreement for the limited purposes stated herein. You may not disassemble, decompile, copy, modify or reverse engineer any of the System software or allow anyone else to do so.
- 10.2. You understand that the System may include encryption-controlled software that is currently subject to strict export license requirements of law. You agree not to export any BB Internet Banking software or technical data received from us or the encryption-controlled software direct product, without full compliance with all requirements of all applicable laws. You are solely responsible for obtaining any required export licenses or authorisations and for compliance with all export or import restrictions imposed by any other country.
- 10.3. Your obligations under this provision shall remain in effect after termination of these Terms.

11. Copyright Notices

11.1. The works of authorship contained in the website, including but not limited to all design, text, sound recordings and images, are owned, except as otherwise expressly stated, by us, the Bank or by one of the Bank's offices or subsidiaries. Except as otherwise expressly stated herein, they may not be copied, transmitted, displayed, performed, distributed (for compensation or otherwise), licensed, altered, framed, stored for subsequent use or otherwise used in whole or in part in any manner without Our prior written consent, except to the extent permitted by applicable law, and then, only with notices of Our proprietary rights provided that You may download information and print out hard copies for the Your use, so long as You does not remove any copyright or other notice as may be contained in information, as downloaded.

12. Trademark Notices

12.1. Banco do Brasil is the marketing name for the financial services activities of the Bank and the Bank's offices, subsidiaries and affiliates in the United Kingdom and in Brazil. The Banco do Brasil name is a trademark of the Bank. Other featured words or symbols, used to identify the source of goods and services, may be the trademarks of their respective owners.

13. Privacy, Data Protection and Confidentiality

13.1. We undertake to keep confidential any information we may hold about You and Your relationship with Us.

13.2. We have no means of controlling communication over the Internet or any other telecommunications service used by You or Your Users to access the System and cannot guarantee that such information will not be intercepted.

13.3. Your use of the Service and our website is also subject to the terms of our Client Privacy Notice and our Cookie Policy. Both of these are available at <https://www.bb.com.br/pbb/pagina-inicial/atendimento/bb-no-mundo/banco-do-brasil-in-london/publication-and-legal-documents#/>

13.4. We are committed to protecting and respecting your privacy. Any personal data supplied by you for use of our services is held by Banco do Brasil S.A. (as the data controller) in accordance with applicable data protection regulations.

13.5. We will use and process your personal information as described in our Client Privacy Notice and Cookie Policy. We are entitled to amend both of these at any time.

13.6. We have updated our privacy practices in our Client Privacy Notice to make our practices easier to understand. This Privacy Notice explains the personal data we collect, how we use it, provides details of Your privacy rights and how to

contact our Data Protection Officer. The Privacy Notice brings our privacy practices in line with the Data Protection Act 2018.

13.7. We encourage you to familiarise yourself with both the Client Privacy Notice and Cookie Policy. If you do not agree with the content of our Client Privacy Notice, you have the right to instruct us to close your Account(s).

14. Governing Law and Jurisdiction

14.1. These Terms and Conditions are governed by English Law and any dispute between the Bank and you is subject to the jurisdiction of the Courts of England and Wales.

15. Severability

15.1. In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions shall remain valid and enforceable.

16. Amendments

16.1. We reserve the right, at any time and at our sole discretion, to change, modify, add, or remove portions of these terms and conditions without prior notification.

16.2. Unless otherwise specified by us, no amendment will affect any outstanding order, transaction, or any existing legal rights or obligations.

16.3. This Agreement is drafted in the English language. If this Agreement is translated into any other language, the English language text shall prevail over the translated text in the event of any inconsistencies or conflict.