

#### A. General Provisions

#### 1. Identification and Supervision

- **1.1.** Intercontinental Investment Bank, S.A., headquartered at Avenida Cidade de Lisboa, P.O. Box no. 35, Praia, Santiago, Cabo Verde, with TIN number 261973240, registered under number: 320100630 at the Commercial Registry Office of Praia, with registration certificate no. 4/2019 issued by the Bank of Cape Verde.
- **1.2.** Competent Supervisory Authority: Bank of Cape Verde, located at Av. OUA 2, P.O. Box no. 7954 094 Praia, Santiago Island Cabo Verde.

#### 2. Object

- **2.1.** The opening, operation, and closure of Current Deposit Accounts with the Bank are subject to hese General Conditions, Applicable Legislation, and Banking Practices.
- **2.2.** These General Conditions apply to any other Associated Account opened by the same Customers with the Bank, as well as to all Products and Services of the Bank that Customers acquire.

#### 3. Effectiveness

- **3.1.** The opening of the Current Deposit Account will only take effect after: (i) the Customer's initial Deposit is made, and (ii) approval by the Bank, based on the verification of compliance with applicable legal and regulatory provisions and the submission of all required documentation.
- **3.2.** The Bank will not authorize any Debit or Credit movements on the Current Deposit Account, subsequent to the initial Deposit, nor provide any payment instruments on the Account or make any changes to its ownership until the opening of the Current Deposit Account is approved.
- **3.3.** In case of insufficient submission of documentation within a maximum period of 30 (thirty) days from the date of opening the Current Deposit Account or legal impediment to the opening of the Current Deposit Account, the Current Deposit Account will be automatically closed, following the procedures described in Section E.
- **3.4.** If the Customer is not a resident in Cabo Verde, they authorize the Bank, under applicable legal terms and upon submission of relevant and legally required documentation for this purpose, to request from the Tax Administration the assignment of a special Tax Identification Number in their name, to allow the opening of the Current Deposit Account. If the Customer subsequently obtains a Tax Identification Number, they are required to notify the Bank in writing within 30 (thirty) days, attaching copies of supporting documents, under penalty of the Bank being able to

inhibit Debit or Credit movements on the Current Deposit Account, suspend the use of provided payment methods, and act accordingly as stated in the final part of the preceding clause.

**3.5.** The Bank, when issuing a payment instrument, ensures that its customized security features will only be accessible to the customer entitled to use the said instrument.

#### 4. Customer Characterization Form

- **4.1.** Whenever the Bank updates the Customer's data or those of their Legal or Voluntary Representatives, the Customer undertakes to submit, within a maximum period of 30 (thirty) days, the supporting documents requested by the Bank, with the Bank being able to inhibit Debit and Credit movements on the Current Deposit Account and Associated Accounts until such documents are provided.
- **4.2.** The Customer undertakes: (i) to inform the Bank, in writing, within a maximum period of 30 (thirty) days of the occurrence, of any changes in their data as stated in the Customer Characterization Form, in the data of their Legal Representatives, Voluntary Representatives, or Beneficial Owner, particularly any changes to names, addresses, email addresses, professions, employers, or holding of public office, (ii) to provide documentary evidence of the changes in question, and (iii) to generally authorize the Bank to verify their identification data contained in official documents, including the National Identification Card or passport.
- **4.3.** The Bank may at any time request: (i) the updating or replacement of the Signature Form, (ii) obtaining supporting documents for the Customer's data, their Legal Representatives, Voluntary Representatives, or Beneficial Owner, and/or (iii) the provision of additional information by the Customer, Legal Representatives, or Voluntary Representatives.
- **4.4.** The Customer undertakes to provide the Bank with all the elements and information referred to in the preceding clause, acknowledging that the Bank will have the right to refuse to execute any order or instruction until the situation is rectified.

#### 5. Signature Form

The modality, form, and conditions of operation, the signatures, and other elements stipulated in the Signature Form are applicable to Associated Accounts that may be opened by the same Customer at the Bank without the completion of a specific Signature Form.

# 6. Ownership and Types of Current Deposit Accounts

**6.1.** The Current Deposit Account is individual when it has only one holder, who can freely operate it with



Debit transactions.

**6.1.1.** The Current Deposit Account is joint when it has more than one holder. In such cases, Customers may choose between the following Debit movement regimes:

**6.1.2.** Joint Account - It can be freely operated with Debit transactions by any of its holders individually, i.e., without authorization from the others.

The Account Holders are jointly and severally liable for the payment of any amounts related to any overdraft that may occur in the account. It is expressly stipulated that any of the Signatories may freely operate and dispose of this Account, either partially or in full, including prepaying it if it is a Term Deposit, without needing authorization or intervention from the others. The Bank is exempt from any liability for the release of the entire Deposit or part thereof against a receipt, check, or any document of discharge signed by only one of the Signatories. Any other money or securities account that we may collectively open in our names in the future shall be subject to the same conditions as the present one, unless otherwise stipulated at the time of opening those Accounts. The Bank is hereby authorized to credit this Account with any amounts that are sent or delivered to it in any form, even if they mention only one of the Signatories as the beneficiary.

- **6.1.3.** Joint Account It can only be operated with Debit transactions by the intervention of all its holders. **6.1.4.** Mixed Account It can be operated with Debit transactions under the conditions agreed upon between its holders and the Bank.
- **6.2.** The Current Deposit Account can also be operated with Debit transactions by Voluntary Representatives. In the case of Joint Accounts, holders who are not principals must expressly authorize in writing the operation of the Current Deposit Account by the agents under the conferred powers.
- **6.3.** The Bank is exempt from any responsibility for the operation of the Current Deposit Account under the conditions agreed upon with the Customer, particularly for the delivery of part or all of the deposited amounts to any of the holders or third parties.
- **6.4.** Any change in the operation conditions, as well as the inclusion of Voluntary Representatives and new Customers, depends on the consent of all titular Customers of the Current Deposit Account, and may imply the payment of taxes or other charges, according to current legislation. In any case, the inclusion of new Customers will always entail assuming all responsibilities associated with the Current Deposit

Account as of the date of inclusion. The removal of Voluntary Representatives depends solely on the will of the representative or the Customer who appointed them.

#### 7. Death

Unless otherwise instructed regarding transactions prior to the date of death, and without prejudice to legal obligations regarding information duties, the Bank may provide any of the heirs, or the estate administrator, with the information they request regarding the Current Deposit Account and Associated Accounts and their operation, provided they are requested within the legal deadlines for document retention and in strict compliance with applicable laws and upon delivery of the legally required documents, and the provision of information by the Bank may result in the payment of a commission, as per the current Price List.

#### **B.** Account Operation

#### 8. Debit Transactions

- **8.1.** The Customer may operate the Current Deposit Account, making Debit transactions through payment orders, including transfers, checks, direct debit, internet banking if the respective agreement is concluded, or rany other means admitted by the Bank.
- **8.2.** The Current Deposit Account may be debited by transfer upon an order for the Bank to credit the payment account of a beneficiary.
- **8.3.** To operate the Current Deposit Account by direct debit, the customer must first provide authorization to the Bank to make their periodic payments.
- **8.4.** Through internet banking, the Current Deposit Account can be operated from a computer or other network-connected device.

#### 9. Debit Transactions by Check

- **9.1.** The Current Deposit Account may be operated by check if a check agreement is concluded between the Customer(s) and the Bank.
- **9.2.** The check agreement is deemed concluded when the Customer requests check modules and the Bank tacitly accepts this request by delivering the requested modules.
- **9.3.** The Customer undertakes to properly keep the check forms provided by the Bank and not to sign them before filling them out, as well as to adopt all procedures to prevent their fraudulent use by third parties.
- **9.4.** Unless expressly requested otherwise by the Customer, the check forms will contain the clause "not negotiable" or "non-transferable" and will take the form of crossed checks.
- **9.5.** The Customer acknowledges that the Bank will have to provide, when requested by the competent



judicial authorities, all necessary elements to prove the reason for the non-payment of the check, as provided for in applicable legislation.

**9.6.** The Bank reserves the right to terminate the check agreement in cases of legal or regulatory imposition or in cases of abusive use.

#### 10. Clearing

- **10.1.** For payment of any amounts, including those resulting from any Overdraft, Interest, Fees, Taxes, or any other legally permissible Charges or expenses related to the Current Deposit Account, any Associated Accounts, or the execution of orders, the Customer authorizes the Bank to: **10.1.1.** Debit the Current Deposit Account without prior notification, which the Customer agrees to keep provisioned for this purpose;
- **10.1.2.** Debit any of the Associated Accounts with Time Deposits or any Savings Account, even if the respective term has not matured;
- **10.1.3.** Debit any other Current Deposit Account, of which the Customer is or becomes a holder with the Bank, or any of their respective Associated Accounts with Time Deposits or Savings Accounts, even if the respective term has not matured;
- **10.1.4.** With 15 (fifteen) days' notice, and on behalf and representation of the Customer, sell all or part of the Financial Investments or Financial Instruments that are deposited or registered in the Customer's name in Instrument Accounts or Regularization Accounts.
- **10.2.** Any penalties or loss of Interest resulting from the sale, withdrawal, or redemption of assets, investments, or values of the Customer, carried out by the Bank under the powers conferred upon it, are the responsibility of the Customer.
- **10.3.** The provisions of the preceding clauses apply even if the Customer's obligations are expressed in a currency different from the currency of the Current Deposit Account, subject to the provisions of Section D
- 11. Value Dates of Debits and Credits and Availability of Funds in the Current Deposit Account
- **11.1.** Debits to the Current Deposit Account are assigned the value date of the day they are executed, without prejudice to any provisions for special cases in laws, regulations, or applicable instructions, and banking practices.
- **11.2.** In internal transfers made to the Customer's Current Deposit Account, and in the absence of any contrary stipulation, the value date and availability date of the credited funds are the date of the credit.

11.3. Notwithstanding the provision in the preceding clause, credits made to the Customer's Current Deposit Account should be assigned, at most, the value date of the Business Day on which the amount is credited to the Bank's Payment Account. In this case, the Bank will ensure that the amount is made available to the Customer immediately after being credited to the Bank's Payment Account.

#### 12. Insufficient Provision

- **12.1.** If, as a result of Debit Orders, including those made through Direct Channels, or the use of the authorization referred to in clause 8.3 of Section B, the balance of the Current Deposit Account is exceeded, the Bank is authorized by the Customer, at its sole discretion, to not execute, in whole or in part, any of those, with the Customer accepting and assuming the consequences thereof.
- 12.2. If the Bank does not exercise the right conferred upon it in the preceding clause and the Current Deposit Account balance becomes Overdrawn (Overdraft), the Bank shall notify the Customer of such occurrence, who is obliged to immediately settle the Overdrawn Balance, plus Fees, Interest, Charges, and **Taxes** Due. 12.3. While the Overdraft persists, the Overdrawn Balance of the Current Deposit Account accrues Interest on a daily basis in favor of the Bank at the Nominal Rate specified in the Price List at the time of the Overdraft occurrence.
- **12.4.** The Price List referred to in the preceding clause also contains the regulation of the applicable Nominal Rate as well as the Charges Due for the Overdraft.
- **12.5.** If the relevant Overdraft reaches or exceeds an amount equal to 10,000 CVE and extends for more than one month, the Bank shall immediately inform the Customer in writing:
- **12.5.1.** Of the existence of the Overdraft:
- 12.5.2. Of the amount of the Overdraft;
- 12.5.3. Of the applicable Nominal Rate;
- **12.5.4.** Of any applicable Penalties, Charges, or Late Interest.
- **12.6.** Customers, regardless of the type and conditions of operation, are jointly responsible for the payment of any amounts related to the Overdraft(s) occurring therein.

#### 13. Unauthorized Transactions

**13.1.** In case of loss, misplacement, forgery, theft, robbery, or abusive appropriation of the Card or PIN code as well as in cases of improper or incorrect use of the Card, the Cardholder undertakes to immediately notify the Telephone Service associated with the Card, available 24 hours a day with personalized assistance,



through the following numbers:

in Cabo Verde: +238 260 26 26 from 8:00 am to 4:00 pm – iib and +238 800 24 24 - SISP.

- 13.2. The Customer has the right to rectification under the provisions of the Law and the following clauses, provided that the Bank becomes aware of an unauthorized transaction, incorrectly executed transaction, error(s), or irregularity(ies) related to the use of the Card; they shall do so without undue delay, promptly after becoming aware of the above-mentioned transaction(s), and within a period not exceeding 180 (one hundred and eighty) days from the date of the debit of the transaction(s), through the contacts referred to in the previous point.
- **13.3.** After being contacted by the Cardholder regarding an unauthorized payment transaction, the Bank must immediately reimburse the amount of the transaction in question by restoring the debited payment account with the corresponding value as if the unauthorized payment transaction had not been executed.
- **13.4.** Failure to provide immediate reimbursement as per the preceding clause shall result in late payment interest, at the legal interest rate established according to the Civil Code, calculated on a daily basis and to be settled by the Bank.

#### 14. Customer Responsibilities

- **14.1**. In case of loss, misplacement, forgery, theft, robbery, or abusive appropriation of the Card or PIN code, the Cardholder is responsible, up to the maximum amount equivalent to 15,000.00 CVE, for transactions made up to the limit of available funds in the card account.
- **14.2.** In the event of gross negligence by the Cardholder, they are responsible for transactions made up to the limit of Available Funds in the card account, even if exceeding the equivalent of 15,000.00 CVE, depending on the circumstances of the loss, misplacement, forgery, theft, robbery, or abusive appropriation of the Card.
- **14.3.** In case of fraudulent behavior by the Cardholder, they are responsible for all transactions made, even beyond the limits established in clause 14.2.
- **14.4.** Except in cases of fraudulent behavior, the Cardholder's liability for unauthorized transactions, under the provisions of clauses 14.1. and 14.2., ceases upon notification to the Bank. After notification, the Bank will activate the necessary mechanisms to prevent abusive and fraudulent use of the card. **14.5.** Notwithstanding the provisions of the preceding clauses, if the Cardholder notifies the Bank of the loss, misplacement, forgery, theft, or abusive appropriation

of the Card or PIN code, or if there has been improper or incorrect use of the Card, the Bank is authorized to cancel the Card. Furthermore, the Bank is authorized to restrict the possibilities of obtaining a replacement card if the Card has been canceled due to its improper use.

#### 15. Reimbursement of Authorized Transactions

- **15.1.** The Customer is entitled to full reimbursement by the Bank, provided it is requested within a maximum period of 60 (sixty) days, of an authorized payment transaction initiated by the beneficiary or through them that has already been executed, provided that one of the following situations is verified:
- a) The request does not contain the desired amount, and
- b) The amount of the transaction exceeds the amount that the Bank could reasonably expect based on the Customer's previous spending profile.
- **15.2.** The Bank has a period of 10 (ten) business days, counting from the date of receipt of the request referred to in clause 15.1., to process the reimbursement or to refuse it, provided it is duly justified.
- **15.3.** The Bank has the right to request from the Customer the factual and evidential elements of the circumstances indicated in the preceding clause.
- **15.4.** The Customer may lodge a complaint regarding the identified refusal through the means indicated in Clause K of this contract.

#### C. Communications and Duty to Inform

# 16. Instructions and Other Customer Communications

- **16.1.** All communications to be made during the contractual relationship shall be in the Portuguese or English language, notwithstanding other languages tacitly accepted by the parties.
- **16.2.** Without prejudice to the rules applicable to the effective titling of certain operations, the Customer may communicate with the Bank, including to validly transmit Orders and/or Instructions, through one of the following means:
- **16.2.1.** By written communication, provided it is duly signed by the Customer (sent to the address of the Bank's Headquarters as identified on its website at any given time);
- **16.2.2.** Through Direct Channels, in accordance with the terms and limits set out in their respective General Conditions;
- **16.2.3.** By any other means, including through electronic, telephone, or telemessaging means, provided that prior authorization is granted, case by case, by the Bank.



16.3. Except in cases of fraud or gross negligence, the Bank shall not be liable for damages and losses resulting from the use of mail, telephone, email address, SWIFT, or any other communication system, or arising from delays, losses, breaches, misrepresentation, or inadequate understanding of transmitted information, nor for the forgery of signatures or documents. Similarly, the Bank shall not be liable for damages or losses resulting from delays, non-receipt (total or partial) of documentation, transmission receipt technical errors, with deficiencies, interferences, disconnections, or other anomalies occurring through communication systems used by the Customer and directed to the Bank under this Contract, nor for the delivery to a different location or person than the intended recipient of information or other elements sent by the Customer or third parties.

#### 17. Communications Made by the Bank

- **17.1.** Written Communications and information directed by the Bank to the Customer under this Contract or in compliance with any legal or regulatory provision may be provided in electronic format, by sending a message addressed to the primary account holder to the email address provided by them.
- **17.2.** The Bank may change the communication mediums commonly used in communicating with Customers, and must communicate such changes with a notice period of 30 (thirty) days prior to the intended effective date.
- 17.3. Upon express request of the Customer, Written Communications and Information shall be provided (i) in paper format, through correspondence sent in the name of the primary account holder to the address indicated in the Customer Characterization Form or other address(es) indicated by the Customer, or (ii) in electronic format, by sending an email message to the address provided by the Customer.
- **17.4.** The Bank may also utilize other communication means, such as telephone, express mail services, or companies providing similar services, resort to hand delivery by Bank employees or contracted messengers.
- **17.5.** The Bank issues and sends to the Customer, as required by law, Statements regarding all Debit and Credit transactions made in their D/O Account, as well as any necessary supplementary information.
- **17.6.** Upon Customer request, the Bank may issue other types of statements regarding the D/O Account or with a different frequency, with the Customer being debited the due amount as a consideration for such service and any other expenses or taxes.

- **17.7.** The Customer should review the statements and supplementary information, and if they notice any incorrectly recorded transactions, they should immediately notify the Bank of such.
- **17.8.** The statements and supplementary information sent to the Customer may include, for example:
- **17.8.1.** Information regarding the D/O Account, Associated Accounts, or other products and services subscribed to by the Customer;
- 17.8.2. Other information that the Bank must provide to its Customer, pursuant to this Contract or in compliance with any legal or regulatory provisions.

  17.9. The Bank may change the communication mediums commonly used in communicating with Customers, and must communicate such changes, in paper format or another durable medium, with a notice period of 30 (thirty) days prior to the intended effective date.

#### 18. Confidentiality

The Bank, its Directors, and Employees shall not disclose or use any information regarding facts or elements concerning the relationship between the Bank and its Customers, except in cases of money laundering, financing of terrorism, competence of Supervisory entities, Taxation, and other situations provided for by Law.

#### D. Considerations and Taxation

#### 19. Considerations

- **19.1.** The D/O Account is not remunerated unless expressly agreed upon between the Bank and the Customer.
- **19.2.** As consideration for the Services provided under this Contract, the Bank shall charge the Customer the Fees, Costs, Charges, and other expenses established in the Price List.
- **19.3.** In the case of granting Credit to the Customer, the Interest Rates, Commissions, Costs, or Charges to be borne by the Customer shall be, unless expressly agreed otherwise, those set forth in the Price List.
- **19.4.** Any changes to the Price List relating to Services provided under this Contract shall only become effective after being communicated to the Customer with a minimum notice period of 30 (thirty) days, during which the Contract may be terminated.
- **19.5.** The pecuniary obligations arising from these General Conditions for the Customer shall be fulfilled in CVE and/or in the currency of the D/O Account, if different from CVE.
- **19.6.** When any obligation of the Customer is subject to a variable Interest Rate, based on a predetermined Index, the same Index shall remain in effect as long as it remains on the market.



19.7. When any obligation is subject to a variable Interest Rate, but based on an Index that is not applicable or determinable on the date when the Interest is to be calculated, the Interest Rate shall be determined according to the legally established equivalent Index. In the absence of an equivalent Index, the Rate shall be determined by reference to the Economic/Financial Index equivalent practiced in the Eurozone. However, if even these indices are lacking or not disclosed, the Rates and Indices practiced or disclosed in the market for similar operations or terms shall apply, unless expressly agreed otherwise, or in their absence, those of the nearest term.

#### 20. Impostos and Fees

20.1. Taxes, Contributions, and Fees that are due regarding the D/O Account or operations affecting the D/O Account, including its opening, management, remuneration, possible granting of credit, payment of interest, purchase and sale of financial instruments, and provision of any informational or account management services, shall be borne Customer, and the Bank is authorized to debit the respective amounts from the account. Therefore, any income due and/or made available by the Bank will be paid net of Taxes, Contributions, and Fees that the Bank or another financial intermediary must settle, deduct, or withhold at source. Likewise, the Commissions and Interest charged to the Customer shall be increased by the respective Contributions, or Fees.

20.2. Unless otherwise required by Law, all payments to be made by the Customer under the Contract shall be made for their nominal values, without any withholding or deduction of any kind, including tax.
20.3. If the Customer is legally obligated to withhold or deduct tax on any amount due, they shall notify the Bank as soon as they become aware of the obligation to make such withholding or deduction, and shall provide the Bank with documentary evidence of their obligation and/or payment thereof; in this case, the Customer shall add to the respective payment the necessary amount to ensure that the total amount received by the Bank orresponds to what would have been received if such withholding or deduction had not occurred.

**20.4.** The Bank is not responsible for any changes that may occur in the tax and parafiscal regime applicable to the Customer, including changes in the profitability or net remuneration the D/O Account or any investment or transaction subscribed or executed on behalf of the Customer, whether resulting from changes in the Law or the Customer's personal or financial situation.

#### E. Changes and Closure of the D/O Account

#### 21. Alteration of General Conditions

**21.1.** The Bank may amend these General Conditions by notifying the Customer through circular, D/O Account statement, or any other means, with at least 30 (thirty) days' notice before the effective date of the changes.

**21.2.** The changes referred to in the previous paragraph shall be deemed accepted by the Customer if they do not oppose them by Written Communication to the Bank by the date set for their entry into force.

# 22. Termination of the Contract and Automatic Closure of the D/O Account

22.1. This Contract is valid for an indefinite period.

**22.2.** If the Customer wishes to terminate this Contract and close the D/O Account, they must inform the Bank in writing, by means of a Declaration signed by the Holder(s), indicating the destination of the deposited funds.

**22.3.** The Customer undertakes to return to the Bank in advance all means of payment or movement of the D/O Account that have been provided to them.

# 23. Termination of the Contract and Closure of the D/O Account by the Bank

**23.1.** If the Bank wishes to terminate this Contract and close the D/O Account, it must inform the Customer in writing, in accordance with clause 16 of Section C, at least 2 (two) months before the date from which it intends the termination to take effect.

**23.2.** Without prejudice to the foregoing, the Bank may terminate this Contract and close the D/O Account with immediate effect whenever any of the following situations occur:

**23.2.1.** Falsity, inaccuracy, or incorrectness of any data provided by the Customer for the purpose of entering into and executing this Contract or any operation envisaged therein;

**23.2.2.** Non-compliance by the Customer with any obligation arising from this Contract or the Customer Characterization Form and/or other documentation signed by the Customer;

**23.2.3.** Serious breach by the Customer of legal duties applicable to them, particularly regarding Anti-Money Laundering and Combating the Financing of Terrorism Regulations.

# 24. Other Aspects Relating to the Closure of the D/O Account

**24.1.** The closure of the D/O Account always implies the closure of the Associated Accounts, except for Card Accounts, to which the regime established in the General Conditions of Use of iib Cards for Private Clients applies.



- 24.2. If the Customer does not withdraw the Balance of the D/O Account by the date set for its closure, the Bank will contact the customer to effect the refund of the funds, informing them that the funds may be withdrawn within a maximum period of 60 (sixty) days. **24.3.** If the funds are not withdrawn by the customer within the aforementioned period, the institution will close the bank deposit account and will keep them for a period of 15 (fifteen) years, being able to refund them to the customer upon request.
- 24.4. After this period, the funds will be forfeited to the benefit of the State of Cabo Verde, with the Bank responsible for contacting the State for the purpose of their transfer.
- **24.5.** From the moment they communicate their intention to close the D/O Account, or as soon as they receive the Communication of its Closure from the Bank, the Customer must not issue checks on the D/O Account. Additionally, upon Closure of the D/O Account, the return of the respective checkbooks and other associated means of payment to the Bank is due, with the Customer liable for any damages caused by the use of these means by any person. 24.6. From the date on which the closure of the D/O Account takes effect, the Bank will not execute Orders from the Customer, the Representative(s), the Voluntary Representative(s), or third parties, regarding the same.
- 24.7. If the D/O Account is not used for a maximum period of 12 (twelve) consecutive months, the Bank may close it under the terms referred to in this clause and the previous clause.

#### F. Security

- 25. When issuing a payment instrument, the Bank ensures that its personalized security devices will only be accessible to the customer entitled to use the said instrument.
- 25.1. To prevent fraudulent use of payment instruments, the user of payment services must take all appropriate measures to ensure the security of the payment instrument, including:
- **25.1.1.** Not allowing the use of payment instruments by third parties, even as their agents;
- **25.1.2.** Not transmitting or storing security codes in a readable form or in a location accessible to third parties, where applicable:
- **25.2.** If the precautions mentioned in point 25.1 are not taken into account, the holder will always be responsible for transactions occurring under those conditions.
- 25.3. The Bank may, at any time, if it incurs any liability to the holder, refuse authorization for

- any operation, whenever it arises from reasons of protection to the holder or related to the payment authorization system.
- 25.4. The user of payment services must notify the Bank or the entity designated by it, without undue delay, as soon as they become aware of the loss, theft, abusive appropriation, or any unauthorized use of the payment instrument, through the following contacts: +238 260 26 26 from 8:00 AM to 3:00 PM iib and/or email address: infocv@iibanks.com / contactcenter.cv@iibanks.com.
- 26. Responsibilities of the Bank for the execution of payment transactions initiated by the customer 26.1. Without prejudice to cases of non-compliance with the unique identifier of a customer's payment order and cases of force majeure, under the Law, the correct execution of payment transactions is the exclusive responsibility of the Bank, which must restore the debited D/O Account to the situation it would have been in if the event of incorrect execution of the payment transaction had not occurred, including charges and interest.
- 26.2. In cases where the Bank can prove that the beneficiary's payment service provider has received the amount of the payment transaction, the responsibility for the correct execution thereof lies with those services.
- 26.3. In cases where a payment transaction is not executed or is incorrectly executed, regardless of the Bank's responsibility, it is incumbent upon the Bank to immediately make efforts to trace the payment transaction and notify the customer of the results obtained.

#### **G. Final Provisions**

#### 27. Personal Data - Collection and Processing

- 27.1. The data collected by the Bank, upon the conclusion of this Contract and during its execution, will be subject to automated and computerized processing, intended to be integrated into a Personal Data File that the Bank, as the entity responsible for its processing, may use for the period it deems appropriate, for the following purposes: i) monitoring the execution of this Contract and carrying out or related operations, including Credit Granting; ii) Management of the Commercial Relationship with the Customer, Adaptation of Product Supply to each Customer, and Promotion and Marketing Actions; and iii) compliance with all applicable legal and regulatory provisions.
- 27.2. The Customer is ensured access to the Data of which they are the holder and the right to rectify or delete it in accordance with the law, whenever



requested in writing.

27.3. Without prejudice to the Client's right of opposition enshrined in Article 13 of Law No. 133/V/2001 of January 22, and successive amendments, the Bank is hereby authorized to process (by computer or automated means) the data referred to in this clause, as well as to transfer and transmit them in accordance with the terms and for the purposes provided for in the applicable legislation (namely to the Check Incidents Center and the Credit Risk Center), including to other Credit Institutions or Financial Companies, in order to ensure the security of operations, and to any Company or Complementary Group of Companies that may be considered as a dependent or affiliated Company of the Bank, in Cabo Verde or abroad.

**27.4.** Solely for the purposes provided for in this clause, the following shall be understood as: (i) Dependent: companies or Groups that are, directly or indirectly, owned or controlled by the Bank; (ii) Affiliated: Companies or Groups that directly or indirectly participate in the Bank, as well as Companies or Groups owned by the former.

#### H. Transmission of Orders by Emails

The Client also declares that:

**28.** Assumes full responsibility for the damages resulting from losses, misplacements, delays, mutilations, distortions, forgeries, transmission errors, technical deficiencies, interferences, or disconnections occurring via and within the scope of the Communication Systems used for the Transmission of Orders, unless the occurrence of the harmful event is due to gross negligence on the part of the Bank.

**28.1.** Will always deliver to the Bank, following the Transmission of Orders through the designated means of communication, a written (and signed) confirmation of these Orders, except for transfers made to another Account in the name of the same Client (in the Bank or in another Credit Institution) of a value less than 100,000 CVE, in which case, nonetheless, the Bank reserves the right to request such written confirmation subsequently.

**28.2.** In case of doubt regarding the Orders Transmitted through the designated means of communication, namely regarding their origin, integrity of the received message, identity and/or powers of the senders, and regarding the clarity or sufficiency of their content, the Bank reserves the right not to execute such Orders or to demand confirmation or clarification thereof, by whatever means it deems appropriate. In this case, the Bank will not execute the Orders given

until it receives the said confirmation or clarification, with the Client bearing the consequences of non-execution, late execution, or the procedures aimed at confirming or clarifying such orders.

#### **I. Basic Information on Deposit Protection**

**29.** Deposits at Intercontinental Investment Bank, S.A. are protected by the Deposit Guarantee Fund, which is the System responsible for the protection of your Deposit: Deposit Guarantee of a legal nature. In case of insolvency, your Deposits will be reimbursed by the Deposit Guarantee System up to the limit of 1,000,000\$00 (one million Cape Verdean escudos) per Credit Institution.

**29.1.** Protection Limit: 1,000,000\$00 (one million Cape Verdean escudos) per Depositor and per Credit Institution.

**29.2.** If you have more Deposits in the same Credit Institution: all Deposits in the same Institution are "aggregated," subject to the total limit of 1,000,000\$00 (one million Cabo Verdean escudos).

29.3. If you have a Joint Account with other person(s): the limit of 1,000,000\$00 (one million Cabo Verdean escudos) applies separately to each Depositor.
29.4. Repayment Period in case of insolvency of the Credit Institution: up to a maximum of 30 (thirty) working days. The responsible Deposit Guarantee System is the Deposit Guarantee Fund, which provides Depositors with a portion of up to 200,000\$00 (two hundred thousand Cabo Verdean escudos) of all Deposits guaranteed by the Fund, within a maximum period of 7 (seven) working days, and the remainder within a maximum period of 30 (thirty) working days.
30. Repayment Currency: CVE (Cape Verdean Escudos).

**31. Contact:** Deposit Guarantee Fund Banco de Cabo Verde Av. OUA 2, P.O. Box 7954 - 094 - Praia, Santiago Island, Cabo Verde Phone: +238 260 71 69 / 260 70 00 | Website: www.bcv.cv

#### 32. Additional Information:

In general, Private Depositors are covered by the Deposit Guarantee System. Exceptions for certain Deposits are indicated on the responsible Deposit Guarantee System's website. Your Credit Institution will also inform you, upon request, whether certain products are covered or not. If Deposits are covered, the Credit Institution also confirms such coverage in Account statements.





#### J. FATCA

**33.** The iib conducts its activities in accordance with the Foreign Account Tax Compliance Act (FATCA). For more information or additional clarifications, you may refer to the following online address: https://www.irs.gov/businesses/corporations/foreign-account-tax-compliance-act-fatca

#### K. Applicable Law and Jurisdiction

- **34.** This Contract is governed by Cape Verdean Law and jurisdiction, specifically the Legal Regime that regulates the provision of payment services and the issuance, distribution, and reimbursement of electronic currency in Cabo Verde by authorized entities, approved by Legislative Decree No. 8/2018 of November 28. To adjudicate all matters arising therefrom, the Judicial Court of the District of Praia is designated as competent, with express waiver of any other jurisdiction.
- **34.1.** Law and extrajudicial and judicial means of dispute resolution.
- **34.2.** This Contract is governed by Cape Verdean Law.
- **34.3.** Without prejudice to the provisions in the following points, in the event of a complaint or dispute arising from the interpretation, validity, or execution of this Contract, the Holder may resort to the following complaint mechanisms: complaint book, email:

qualidade@iibanks.com, address: Avenida Cidade de Lisboa, P.O. Box 35, Praia, phone: +238 260 26 26, and to the extra-judicial dispute resolution entities to which the Bank has adhered or to the Behavioral Supervision Office of BCV via email: gsc@bcv.cv or phone: +238 260 70 00.

**34.4.** The Bank and the Holder may also resort to judicial jurisdiction, stipulating for this purpose the competence of the court of the District of Praia.

I acknowledge and accept the General Conditions of Use in their entirety, as stated in this document, and declare that I have received a copy.

Signature.	
	Date:

0.