



## CAIXA ECONÓMICA MONTEPIO GERAL, CAIXA ECONÓMICA BANCÁRIA, S.A.

**Capital Social: €1.210.000.000**

**Matriculada na Conservatória do Registo Comercial de Lisboa  
sob o número único de matrícula e identificação fiscal 500792615**

**Sede: Rua Castilho, 5, 1250-066 Lisboa**

### COMUNICADO

A Caixa Económica Montepio Geral, caixa económica bancária, S.A. informa que, na sequência da entrada em vigor do Decreto-Lei n.º 31/2022, de 6 de maio, que aprovou o novo regime jurídico das obrigações cobertas e transpôs a Diretiva (UE) 2019/2162 (“**Regime Jurídico das Obrigações Cobertas**”), foi aprovada, na presente data pela Comissão do Mercado de Valores Mobiliários (“**CMVM**”), a conversão do seu programa de obrigações hipotecárias para um programa de obrigações cobertas, no montante total de €5.000.000.000 (o “**Programa**”).

Em conformidade, a Caixa Económica Montepio Geral, caixa económica bancária, S.A. informa que as emissões de obrigações hipotecárias com os ISINs abaixo indicados passam, a partir da presente data, a reger-se pelo Regime Jurídico das Obrigações Cobertas e pelos Termos e Condições (*Terms and Conditions*), incluídos em anexo ao presente comunicado, constantes do prospeto base do seu Programa, aprovado na presente data pela CMVM, e disponibilizado também nesta data no sistema de difusão de informação da CMVM.

#### ISINs:

- € 300.000.000 Floating Rate Covered Bonds due November 2023 (PTCMGEOE0034)
- € 250.000.000 Floating Rate Covered Bonds due May 2024 (PTCMGSOM0020)
- € 500.000.000 0.125 per cent. Covered Bonds due November 2024 (PTCMGAOM0038)
- € 1.250.000.000 Floating Rate Covered Bonds due December 2026 (PTCMGFOE0033)



No âmbito da conversão do seu programa de obrigações hipotecárias, a Caixa Económica Montepio Geral, caixa económica bancária, S.A. informa que não serão efetuadas novas emissões ao abrigo do programa de obrigações hipotecárias datado de 17 de novembro de 2022.

Lisboa, 20 de julho de 2023  
Caixa Económica Montepio Geral, S.A.



## Termos e Condições (Terms and Conditions)

*The following are the Terms and Conditions of the Covered Bonds which will be incorporated by reference into the Covered Bonds. The applicable Final Terms in relation to any Tranche of Covered Bonds may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the following Terms and Conditions, replace or modify the following Terms and Conditions for the purpose of such Covered Bonds. The applicable Final Terms (or the relevant provisions thereof) will be incorporated by reference to each Covered Bond. Reference should be made to “Final Terms of the Covered Bonds” for a description of the content of Final Terms which will specify which of such terms are to apply in relation to the relevant Covered Bonds.*

**THE COVERED BONDS (AS DEFINED IN THESE TERMS AND CONDITIONS) ARE COVERED BONDS ISSUED IN ACCORDANCE WITH THE LEGAL REGIME OF COVERED BONDS (AS DEFINED IN THESE TERMS AND CONDITIONS). THE ISSUER (AS DEFINED IN THESE TERMS AND CONDITIONS) IS A SAVINGS BANK (CAIXA ECONÓMICA BANCÁRIA) WITH THE CAPACITY TO ISSUE COVERED BONDS PURSUANT TO THE LEGAL REGIME OF COVERED BONDS. THE FINANCIAL OBLIGATIONS OF THE ISSUER UNDER THE LEGAL REGIME OF COVERED BONDS ARE SECURED ON THE ASSETS THAT COMPRISE THE COVER POOL (AS DEFINED BELOW) MAINTAINED BY THE ISSUER IN ACCORDANCE WITH THE LEGAL REGIME OF COVERED BONDS.**

**IT IS THE INTENTION OF THE ISSUER, BUT NOT ITS CONTRACTUAL UNDERTAKING, THAT ANY COVERED BONDS TO BE ISSUED ARE ABLE TO BEAR THE LABEL “EUROPEAN COVERED BOND (PREMIUM)”, AS FORESEEN IN ARTICLE 42(2) OF THE LEGAL REGIME OF COVERED BONDS. THE ACTUAL ABILITY FOR SUCH LABEL TO BE USED WILL DEPEND ON THE COMPLIANCE OVER TIME WITH THE RELEVANT REQUIREMENTS OF THE LEGAL REGIME OF COVERED BONDS AND OF ARTICLE 129 OF THE CRR.**

This Covered Bond is one of a Series (as defined below) of covered bonds issued by Caixa Económica Montepio Geral, caixa económica bancária, S.A. (the “**Issuer**”) in accordance with the procedures set out in the Agency and Payments Procedures (as defined below).

References herein to the Covered Bonds shall be references to the Covered Bonds of this Series and shall mean the book-entries corresponding to the units of the lowest Specified Denomination in the Specified Currency (as specified in the applicable Final Terms).

The Covered Bonds have the benefit of a set of agency and payments procedures (such agency and payments procedures as amended and/or supplemented and/or restated from time to time, the “**Agency and Payments Procedures**”) dated 27 April 2017 and made and agreed by Caixa Económica Montepio Geral, caixa económica bancária, S.A. (acting in its capacity as Agent, which expression shall include any successor) and by any subsequent agent, paying agent, transfer agent and agent



bank appointed by the Issuer.

Any reference to “**Holders of Covered Bonds**” shall mean the person or entity registered as such in the relevant securities’ account opened with a direct or indirect Interbolsa Participant.

As used herein, “**Tranche**” means Covered Bonds which are identical in all respects (including as to listing) and “**Series**” means a Tranche of Covered Bonds together with any further Tranche or Tranches of Covered Bonds which are (i) expressed to be consolidated and form a single series and (ii) identical in all respects (including as to listing) except for their respective Issue Dates, Interest Commencement Dates, interest rates and/or Issue Prices.

Copies of the Agency and Payments Procedures are available for inspection during normal business hours at the specified office of each of the Paying Agents (such Paying Agents referred to as the “**Agents**”). Copies of the applicable Final Terms are obtainable during normal business hours at the specified office of each of the Agents and at the website of the Portuguese Securities Market Commission (*Comissão do Mercado de Valores Mobiliários*) – [www.cmvm.pt](http://www.cmvm.pt), save that, if these Covered Bonds are unlisted, the applicable Final Terms will only be obtainable by a holder holding one or more unlisted Covered Bonds and such holder must produce evidence satisfactory to the Issuer and the relevant Agent as to its holding of such Covered Bonds and identity. The Holders of Covered Bonds are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency and Payments Procedures and the applicable Final Terms which are applicable to them. The statements in these Terms and Conditions include summaries of, and are subject to, the detailed provisions of the Agency and Payments Procedures.

Words and expressions defined in the Agency and Payments Procedures or used in the applicable Final Terms shall have the same meanings where used in these Terms and Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Agency and Payments Procedures and the applicable Final Terms, the applicable Final Terms will prevail.

As used herein, “**outstanding**” means in relation to the Covered Bonds all the Covered Bonds issued other than:

- a) those Covered Bonds which have been redeemed and cancelled pursuant to these Terms and Conditions;
- b) those Covered Bonds in respect of which the date for redemption under these Terms and Conditions has occurred and the redemption moneys (including all interest (if any) accrued to the date for redemption and any interest (if any) payable under these Terms and Conditions after that date) have been duly paid to or to the order of the Agent in the manner provided in the Agency and Payments Procedures (and, where appropriate, notice to that effect has been given to the Holders of Covered Bonds in accordance with these Terms and Conditions) and remain available for payment against presentation of the relevant Covered Bonds;
- c) those Covered Bonds which have been purchased and cancelled under these Terms and Conditions;



d) those Covered Bonds which have become prescribed under these Terms and Conditions.

## 1. FORM, DENOMINATION AND TITLE

The Covered Bonds are in registered form (*nominativas*). Covered Bonds of one Specified Denomination may not be exchanged for Covered Bonds of another Specified Denomination.

The Covered Bonds will be in book-entry form (*escriturais*) in Interbolsa's systems and title to the Covered Bonds will be evidenced by book entries in accordance with the provisions of the Portuguese Securities Code (*Código dos Valores Mobiliários*) and the applicable CMVM regulations. No physical document of title will be issued in respect of the Covered Bonds. Each person shown in the records of an Interbolsa Participant as having an interest in Covered Bonds shall be treated as the holder of the Covered Bonds recorded therein as well as its attached obligations and liabilities.

This Covered Bond may be a Fixed Rate Covered Bond, a Floating Rate Covered Bond or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Final Terms.

Terms applicable to other types and structures of Covered Bonds, that the Issuer and any Dealer(s) may agree to issue under the Programme, will be set out in the applicable Final Terms.

The applicable Final Terms will specify that an Extended Maturity Date applies to a Series of Covered Bonds, and those Covered Bonds may be Fixed Rate Covered Bonds or Floating Rate Covered Bonds in respect of the period from the Issue Date to and including the Maturity Date and Fixed Rate Covered Bonds or Floating Rate Covered Bonds in respect of the period from the Maturity Date up to and including the Extended Maturity Date, subject as specified in the applicable Final Terms.

Without prejudice to the foregoing, a Covered Bond may also be an Instalment Covered Bond depending upon the Redemption/Payment Basis shown in the applicable Final Terms, in which case, for the avoidance of doubt, the relevant Extended Maturity Date will apply (under a Default of Payment Event) if the Issuer fails to pay any applicable instalment, irrespectively of such failure applying on the Covered Bond's Maturity Date or on a prior Interest Payment Date.

The Covered Bonds to be issued on or after the date hereof will be issued in denomination per unit not lower than €100,000 (or its equivalent in another currency) as specified in the relevant Final Terms, unless the Covered Bonds will not be distributed to the public or admitted to trading on a regulated market, in which case lower denominations per unit may apply.

## 2. TRANSFERS OF COVERED BONDS

The transferability of the Covered Bonds is not restricted.

Covered Bonds may, subject to compliance with all applicable rules, restrictions and requirements of Interbolsa and Portuguese Law, be transferred to a person who wishes to hold such Covered Bond, in accordance with Portuguese Law and



with the applicable procedures of Interbolsa, which requires that the transfers are *prima facie* made via the global accounts held by the participants in such system.

Covered Bonds may be held through Euroclear and/or Clearstream, as long as these entities become indirect participants in Interbolsa. In such scenario, indirect holders of the Covered Bond will be able to transfer such interest in accordance with the applicable procedures set forth in Portuguese Law and the Interbolsa's regulations (as applicable to Euroclear and/or Clearstream as indirect participants of this system) and the applicable procedures of Euroclear and Clearstream, Luxembourg, in each case to the extent applicable.

### 3. STATUS OF THE COVERED BONDS

The Covered Bonds and any interest thereon constitute direct, unconditional, unsubordinated and secured obligations of the Issuer and rank *pari passu* without any preference among themselves. The Covered Bonds are covered securities issued in accordance with the Legal Regime of Covered Bonds, which are secured by the Cover Pool maintained by the Issuer in accordance with the terms of the Legal Regime of Covered Bonds, and rank *pari passu* with all other obligations of the Issuer under Covered Bonds issued or to be issued by the Issuer pursuant to the Legal Regime of Covered Bonds (or which have been originally issued pursuant to the Covered Bonds Law and to which the Legal Regime of Covered Bonds became applicable following the approval of the Programme by CMVM under the Legal Regime of Covered Bonds).

### 4. INTEREST

#### 4.1 Interest on Fixed Rate Covered Bonds

Each Fixed Rate Covered Bond bears interest on its Principal Amount Outstanding from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Subject as provided in Condition 4.4 (*Interest Rate and Payments from the Maturity Date in the event of extension of maturity of the Covered Bonds up to the Extended Maturity Date*), interest will be payable in arrears on the Interest Payment Date(s) in each year up to (and including) the Maturity Date (as specified in the relevant Final Terms).

Except as provided in the applicable Final Terms, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the Broken Amount so specified.

As used in these Terms and Conditions, "**Fixed Interest Period**" means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

If interest is required to be calculated for a period other than a Fixed Interest Period, such interest shall be calculated by applying the Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Day Count Fraction,



and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

“**Day Count Fraction**” means, in respect of the calculation of an amount of interest in accordance with this Condition 4.1

(*Interest on Fixed Rate Covered Bonds*):

- (i) if “**Actual/Actual (ICMA)**” is specified in the applicable Final Terms:
  - (a) in the case of Covered Bonds where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the “**Accrual Period**”) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or
  - (b) in the case of Covered Bonds where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
    - 1. the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and
    - 2. the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and
- (ii) if “**30/360**” is specified in the applicable Final Terms, the number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360.

In these Terms and Conditions:

- (i) “**Determination Period**” means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date);
- (ii) “**Principal Amount Outstanding**” means in respect of a Covered Bond the principal amount of that Covered Bond on the relevant Issue Date thereof less principal amounts received by the relevant holder of the Covered Bond in respect thereof; and



- (iii) “**sub-unit**” means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, one cent.

## 4.2 Interest on Floating Rate Covered Bonds

### (A) Interest Payment Dates

Each Floating Rate Covered Bond bears interest on its Principal Amount Outstanding from (and including) the Interest Commencement Date and such interest will be payable in arrears on either:

- (i) the Specified Interest Payment Date(s) in each year specified in the applicable Final Terms; or
- (ii) if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each such date, together with each Specified Interest Payment Date, an “**Interest Payment Date**”) which falls on the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each “**Interest Period**” (which expression shall, in these Terms and Conditions, mean the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date).

If a Business Day Convention is specified in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (i) in any case where Specified Periods are specified in accordance with Condition 4.2.(A)(ii) above, the Floating Rate Convention, such Interest Payment Date (i) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (B) below shall apply *mutatis mutandis* or (ii) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (A) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (B) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Payment Date occurred; or
- (ii) the Following Business Day Convention (as specified in the applicable Final Terms), such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (iii) the Modified Following (Adjusted) Business Day Convention (as specified in the applicable Final Terms), such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day.





In these Terms and Conditions, “**Business Day**” means a day which is both:

- (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London and Lisbon and any Additional Business Centre(s) specified in the applicable Final Terms; and
- (ii) either (1) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than London and Lisbon and any Additional Business Centre(s)) and which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively or (2) in relation to any sum payable in euro, a day on which the T2 System is open,  
  
provided that such a day is a business day for the purposes of the centralised system operated by Interbolsa (as defined by a notice of Interbolsa, according to which such a business day corresponds to a day on which the T2 System is open).

## *(B) Rate of Interest*

### *Floating Rate Covered Bonds*

The Rate of Interest payable from time to time in respect of Floating Rate Covered Bonds will be determined in the manner specified in the applicable Final Terms.

- (i) *ISDA Determination for Floating Rate Covered Bonds:* Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any). For the purposes of this subparagraph, “**ISDA Rate**” for an Interest Period means a rate equal to the Floating Rate that would be determined by the Agent or other person specified in the applicable Final Terms under an interest rate swap transaction if the Agent or that other person were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating (i) if “2006 ISDA Definitions” is specified in the applicable Final Terms, the 2006 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. (“**ISDA**”) and as amended and updated as at the Issue Date of the first Tranche of the Covered Bonds; or (ii) if “2021 ISDA Definitions” is specified in the applicable Final Terms, the 2021 ISDA Interest Rate Derivatives Definitions as published by ISDA at the Issue Date of the first Tranche of the Covered Bonds (together, the “**ISDA Definitions**”) and under which:
  1. the Floating Rate Option is as specified in the applicable Final Terms;
  2. the Designated Maturity is the period specified in the applicable Final Terms; and



3. the relevant Reset Date is either (A) if the applicable Floating Rate Option is based on the Euro-zone inter-bank offered rate (“**EURIBOR**”) for a currency, the first day of that Interest Period, or (B) in any other case, as specified in the applicable Final Terms.

For the purposes of this sub-condition 4.2.(B), “**Floating Rate**”, “**Calculation Agent**”, “**Floating Rate Option**”, “**Designated Maturity**” and “**Reset Date**” have the meanings given to those terms in the ISDA Definitions.

(ii) *Screen Rate Determination for Floating Rate Covered Bonds*: Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be either:

1. the offered quotation (if there is only one quotation on the Relevant Screen Page); or
2. the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations, (expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. (Brussels time, in the case of EURIBOR) on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Agent or, where the applicable Final Terms specifies a Calculation Agent, the Calculation Agent so specified. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Agent for the purpose of determining the arithmetic mean (rounded as provided above) or, as applicable, the relevant Calculation Agent, of such offered quotations.

The Agency and Payments Procedures contains provisions for determining the Rate of Interest in the event that the Relevant Screen Page is not available or if, in the case of (i) above, no such offered quotation appears or, in the case of (ii) above, fewer than three such offered quotations appear, in each case as at the time specified in the preceding paragraph.

If the Reference Rate from time to time in respect of Floating Rate Covered Bonds is specified in the applicable Final Terms as being other than EURIBOR, the Rate of Interest in respect of such Covered Bonds will be determined as provided in the applicable Final Terms.

(C) *Minimum Rate of Interest and/or Maximum Rate of Interest*

If the applicable Final Terms specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of Condition 4.2(B) (*Interest on Floating Rate Covered Bonds*) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period



shall be such Minimum Rate of Interest.

If the applicable Final Terms specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of Condition 4.2(B) (*Interest on Floating Rate Covered Bonds*) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

For the avoidance of doubt, if no Minimum Rate of Interest is specified in the applicable Final Terms, then the minimum rate of interest due under the relevant Covered Bonds shall be zero.

#### *(D) Determination of Rate of Interest and calculation of Interest Amounts*

The Agent or, where the applicable Final Terms specifies a Calculation Agent, the Calculation Agent so specified, will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period.

The Agent or, where the applicable Final Terms specifies a Calculation Agent, the Calculation Agent so specified, will calculate the amount of interest payable on the Floating Rate Covered Bonds in respect of each Specified Denomination (each an “**Interest Amount**”) for the relevant Interest Period. Each Interest Amount shall be calculated by applying the Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

“**Day Count Fraction**” means, in respect of the calculation of an amount of interest for any Interest Period:

- (i) if “**Actual/365**” or “**Actual/Actual**” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (ii) if “**Actual/365 (Fixed)**” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;
- (iii) if “**Actual/365 (Sterling)**” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
- (iv) if “**Actual/360**” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;
- (v) if “**30/360**”, “**360/360**” or “**Bond Basis**” is specified in the applicable Final Terms, the number of days in the Interest



Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (a) the last day of the Interest Period is the 31st day of a month but the first day of the Interest Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (b) the last day of the Interest Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month)); and

- (vi) if “**30E/360**” or “**Eurobond Basis**” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Interest Period unless, in the case of the final Interest Period, the Maturity Date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month).

*(E) Notification of Rate of Interest and Interest Amounts*

The Agent, or where the applicable Final Terms specifies a Calculation Agent for this purpose, the Calculation Agent so specified, will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer (and the Special Administrator, when appointed) and to any Stock Exchange or other relevant competent listing authority or quotation system on which the relevant Floating Rate Covered Bonds are for the time being listed, quoted and/or traded and notice thereof to be published in accordance with Condition 11 (*Notices*) as soon as possible after their determination but in no event later than the fourth London Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment or alternative arrangements will be promptly notified to the Common Representative and each Stock Exchange or other relevant authority on which the relevant Floating Rate Covered Bonds are for the time being listed or by which they have been admitted to listing and to the Holders of Covered Bonds in accordance with Condition 11 (*Notices*). For the purposes of this paragraph, the expression “**London Business Day**” means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in London.

*(F) Certificates to be final*

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 4.2 (*Interest on Floating Rate Covered Bonds*), whether by the Agent or the Calculation Agent (if applicable) shall (in the absence of negligence, wilful default, bad faith or manifest error) be binding on the Issuer (and the Special Administrator, when appointed), the Agent, the other Paying Agents, any Calculation Agent, the Common Representative and all Holders of Covered Bonds and (in the absence of wilful default or bad faith) no liability to the Issuer, any Calculation Agent, the Holders of Covered Bonds shall attach to the Agent in connection with the



exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

### 4.3 Accrual of interest

Subject as provided in Condition 4.4 (*Interest Rate and Payments from the Maturity Date in the event of extension of maturity of the Covered Bonds up to the Extended Maturity Date*), interest (if any) will cease to accrue on each Covered Bond (or in the case of the redemption of part only of a Covered Bond, that part only of such Covered Bond) on the due date for redemption thereof (which, in any case where an extension of maturity ceases to apply after the Maturity Date pursuant to Condition 6.7(E), shall be the Extension Cessation Date) unless, upon due presentation, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue until the earlier of (i) the date on which all amounts due in respect of such Covered Bond have been paid; and (ii) five days after the date on which the full amount of the moneys payable in respect of such Covered Bond has been received by the Agent and notice to that effect has been given to the Holders of Covered Bonds in accordance with Condition 11 (*Notices*).

### 4.4 Interest Rate and Payments from the Maturity Date in the event of extension of maturity of the Covered Bonds up to the Extended Maturity Date

- (A) An Extended Maturity Date will be specified in the applicable Final Terms for the relevant Series of Covered Bonds, and if the maturity of those Covered Bonds is extended beyond the Maturity Date in accordance with Condition 6.7 (*Extension of Maturity up to Extended Maturity Date*), the Covered Bonds shall bear interest from (and including) the Maturity Date to (but excluding) the earlier of the relevant Interest Payment Date after the Maturity Date on which the Covered Bonds are redeemed in full or the Extended Maturity Date, subject to Condition 4.3 (*Accrual of Interest*), 4.4(B) and 6.8(E). In that event, interest shall be payable on those Covered Bonds at the rate determined in accordance with Condition 4.4(B) on the principal amount outstanding of the Covered Bonds in arrears on the Interest Payment Date in each month after the Maturity Date in respect of the Interest Period ending immediately prior to the relevant Interest Payment Date, subject as otherwise provided in the applicable Final Terms. The final Interest Payment Date shall fall no later than the Extended Maturity Date.
- (B) An Extended Maturity Date will be specified in the applicable Final Terms for the relevant Series of Covered Bonds, and if the maturity of those Covered Bonds is extended beyond the Maturity Date in accordance with Condition 6.7 (*Extension of Maturity up to Extended Maturity Date*), and subject to Condition 6.7(E) the rate of interest payable from time to time in respect of the principal amount outstanding of the Covered Bonds on each Interest Payment Date after the Maturity Date in respect of the Interest Period ending immediately prior to the relevant Interest Payment Date will be as specified in the applicable Final Terms and, where applicable, determined by the Agent or, where the applicable Final Terms specifies a Calculation Agent, the Calculation Agent so specified, two Business Days after the Maturity Date in respect of the first such Interest Period and thereafter as specified in the applicable



Final Terms (or, in connection with any redemption of the Covered Bonds where an extension of maturity ceases to apply after the Maturity Date pursuant to Condition 6.7(E), interest will continue to accrue from (and including) the Maturity Date to (but excluding) the Extension Cessation Date at the same Rate of Interest that was applicable in respect of the interest period ending on (but excluding) the Maturity Date).

- (C) This Condition 4.4 (*Interest Rate and Payments from the Maturity Date in the event of extension of maturity of the Covered Bonds up to the Extended Maturity Date*) shall only apply if the maturity of the Covered Bonds is extended up to the Extended Maturity Date in accordance with Condition 6.7 (*Extension of Maturity up to Extended Maturity Date*).

#### 4.5 Benchmark Replacement

This Condition 4.5 applies only where Screen Rate Determination is specified in the applicable Final Terms as the manner in which any Rate of Interest is to be determined. If a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the following provisions shall apply to the Covered Bonds:

- (A) the Issuer shall use reasonable endeavours, as soon as reasonably practicable, to appoint at its own expense an Independent Adviser to determine (without any requirement for the consent or approval of the holders of the Covered Bonds), no later than 10 days prior to the Interest Determination Date relating to the next Interest Period for which the Rate of Interest (or the relevant component part thereof) is otherwise to be determined by reference to the Original Reference Rate (the “**IA Determination Cut-Off Date**”), (A) a Successor Rate or, failing which, an Alternative Reference Rate, for the purposes of determining each relevant Rate of Interest (or the relevant component part thereof) applicable to the Covered Bonds and (B) in either case, an Adjustment Spread. Without prejudice to the definitions thereof, for the purposes of determining any Successor Rate, Alternative Reference Rate and/or any Adjustment Spread, the Independent Adviser will take into account any relevant and applicable market precedents as well as any published guidance from relevant associations involved in the establishment of market standards and/or protocols in the international debt capital markets;
- (B) if the Issuer (i) is unable to appoint an Independent Adviser; or (ii) the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Reference Rate in accordance with this Condition 4.5, in either case prior to the relevant IA Determination Cut-Off Date, the Issuer (acting in good faith and in a commercially reasonable manner and following consultation with the Independent Adviser in the event one has been appointed) may determine (without any requirement for the consent or approval of the holders of the Covered Bonds), no later than the Interest Determination Date relating to



the next Interest Period for which the Rate of Interest (or the relevant component part thereof) is otherwise to be determined by reference to the Original Reference Rate, (A) a Successor Rate or, failing which, an Alternative Reference Rate and (B) in either case, an Adjustment Spread in accordance with this Condition 4.5. Without prejudice to the definitions thereof, for the purposes of determining any Successor Rate, Alternative Reference Rate and/or any Adjustment Spread, the Issuer will take into account any relevant and applicable market precedents as well as any published guidance from relevant associations involved in the establishment of market standards and/or protocols in the international debt capital markets;

- (C) if a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) is determined by an Independent Adviser or the Issuer, as applicable, in accordance with paragraphs (A) or (B) above, such Successor Rate or, failing which, Alternative Reference Rate (as applicable) shall (subject to adjustment as provided in paragraph (D) below) subsequently be used in place of the Original Reference Rate to determine the relevant Rate(s) of Interest (or the relevant component part(s) thereof) for all relevant future payments of interest on the Covered Bonds (subject to the subsequent operation of, and to further adjustment as provided in, this Condition 4.5);
- (D) if the Independent Adviser or, as the case may be, the Issuer (following consultation with the Independent Adviser (if any)) in each case acting in good faith and in a commercially reasonable manner, determines (in accordance with paragraphs (A) or (B) above) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Reference Rate (as applicable) and determines the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Reference Rate (as applicable) for each determination of a relevant Rate of Interest (or a relevant component part thereof) by reference to such Successor Rate or Alternative Reference Rate (as applicable). If the Independent Adviser or, as the case may be, the Issuer (in accordance with paragraphs (A) or (B) above) is unable to determine the quantum of, or a formula or methodology for determining, such Adjustment Spread, then the Successor Rate or Alternative Reference Rate (as applicable) will apply as described in paragraph (C) above without an Adjustment Spread;
- (E) if the Independent Adviser or, as the case may be, the Issuer (following consultation with the Independent Adviser (if any)) in each case acting in good faith and in a commercially reasonable manner, determines (in accordance with paragraphs (A) or (B) above) a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) and/or an Adjustment Spread in accordance with the above provisions, the Independent Adviser or, as the case may be, the Issuer may (without any requirement for the consent or approval of the holders of the Covered Bonds) also specify changes to these Conditions and/or the Set of Agency Procedures in order to ensure the proper operation of such Successor Rate or Alternative Reference



Rate and/or any Adjustment Spread (as applicable), including, but not limited to, (A) the Day Count Fraction, Relevant Screen Page, Business Day Convention, Interest Determination Date, time at which the Relevant Screen Page is observed and/or the definition of Reference Rate and (B) the method for determining the fall-back rate in relation to the Covered Bonds (such amendments, together, the “**Benchmark Amendments**”). For the avoidance of doubt, the Issuer and the Agent shall effect such consequential amendments to the Set of Agency Procedures and/or these Conditions as may be required in order to give effect to the application of this Condition 4.5. No consent shall be required from the holders of the Covered Bonds in connection with determining or giving effect to the Successor Rate, Alternative Reference Rate or any Adjustment Spread (as applicable) or any Benchmark Amendments, including for the execution of any documents or other steps to be taken by the Issuer or the Agent (if required or useful);

- (F) the Issuer shall promptly, following the determination of any Successor Rate, Alternative Reference Rate, Adjustment Spread and/or Benchmark Amendments (as applicable), give notice thereof to the holders of the Covered Bonds in accordance with Condition 11 (*Notices*) and the Agent (if different from the Issuer). Such notice shall be irrevocable and shall specify the relevant Successor Rate or Alternative Reference Rate (as applicable), the Adjustment Spread (if any) and the specific terms of any other Benchmark Amendments, and their effective date;
- (G) an Independent Adviser appointed pursuant to this Condition 4.5 shall act in good faith and (in the absence of bad faith or fraud) shall have no liability whatsoever to the Agent or the holders of the Covered Bonds for any advice given to the Issuer or in connection with any determination made by the Independent Adviser or the Issuer, as applicable, pursuant to this Condition 4.5; and
- (H) without prejudice to the obligations of the Issuer under this Condition 4.5, the Original Reference Rate and the other provisions in this Condition 4 will continue to apply for the purpose of determining the Rate of Interest (or the relevant component part thereof) on the relevant Interest Determination Date (i) if the Independent Adviser or, as the case may be, the Issuer (following consultation with the Independent Adviser (if any)) is unable to or does not determine a Successor Rate or an Alternative Reference Rate in accordance with this Condition 4.5, and (ii) if the Independent Adviser or, as the case may be, the Issuer does determine a Successor Rate or Alternative Reference Rate in accordance with this Condition 4.5, but the Agent (if different from the Issuer) and has not been notified of the Successor Rate or Alternative Reference Rate (as applicable), the Adjustment Spread (if any) and any Benchmark Amendments in accordance with Condition 4.5(F) prior to the relevant Interest Determination Date. For the avoidance of doubt, this Condition 4.5(H) shall apply to the determination of the Rate of Interest on the relevant Interest Determination Date only, and the Rate of Interest applicable to any subsequent Interest Period(s) is subject





to the subsequent operation of, and to adjustment as provided in, this Condition 4.5.

## 5. PAYMENTS

### 5.1 Method of payment

Subject as provided below:

- (i) payments in a Specified Currency other than euro will be made by credit or transfer to an account in the relevant Specified Currency (which, in the case of a payment in Japanese yen to a non-resident of Japan, shall be a non-resident account) maintained by the payee with, or, at the option of the payee, by a cheque in such Specified Currency drawn on, a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney or Auckland, respectively);
- (ii) payments in euro will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque; and
- (iii) payments in US dollars will be made by a transfer to a US dollar account maintained by the payee with a bank outside the United States (which expression as used in this Condition 5 (*Payments*), means the United States of America including the State, and District of Columbia, its territories, its possessions and other areas subject to its jurisdiction) or by cheque drawn on a US bank. In no event will payment be made by a cheque mailed to an address in the United States. All payments of interest will be made to accounts outside the United States except as may be permitted by United States tax law in effect at the time of such payment without detriment to the Issuer.

Payments will be subject in all cases to any regulations, fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 7 (*Taxation*).

### 5.2 Payments in relation to Covered Bonds

Payments of principal and interest in respect of Covered Bonds held through Interbolsa may only be made in euro or in such other currencies accepted by Interbolsa for registration and clearing.

Whilst the Covered Bonds are held through Interbolsa, payment of principal and interest in respect of the Covered Bonds will be (i) credited, according to the procedures and regulations of Interbolsa, by the relevant Paying Agent (acting on behalf of the Issuer) to the payment current-accounts held in T2 by the Interbolsa Participants whose control accounts with Interbolsa are credited with such Covered Bonds and thereafter (ii) credited by such Interbolsa Participants from the aforementioned payment current-accounts to the accounts of the owners of those Covered Bonds or through Euroclear and Clearstream, Luxembourg to the accounts with Euroclear and Clearstream, Luxembourg of the beneficial owners of those Covered Bonds, in accordance with the rules and procedures of Interbolsa, Euroclear or Clearstream, Luxembourg, as the case may be.



## 5.3 Payment Day

If the date for payment of any amount in respect of any Covered Bond or Coupon is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, Payment Day means any day which (subject to Condition 8 (*Prescription*)) is:

- (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:
  - (A) the relevant place of presentation; or
  - (B) any Additional Business Centre specified in the applicable Final Terms; and
- (ii) either (1) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than London and Lisbon and any Additional Business Centre(s)) and which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively or (2) in relation to any sum payable in euro, a day on which the T2 System is open, provided that such a day is a business day for the purposes of the centralised system operated by Interbolsa (as defined by a notice of Interbolsa, according to which such a business day corresponds to a day on which the T2 System is open).

## 5.4 Interpretation of principal

Any reference in these Terms and Conditions to principal in respect of the Covered Bonds shall be deemed to include, as applicable:

- (i) the Final Redemption Amount of the Covered Bonds;
- (ii) the Optional Redemption Amount(s) (if any) of the Covered Bonds;
- (iii) in relation to Covered Bonds redeemable in instalments, the Instalment Amounts (as specified in the applicable Final Terms); and
- (iv) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Covered Bonds.



## 5.5 Reserve Account

- (i) For so long as the Covered Bonds are outstanding, the Cover Pool shall include a Liquidity Buffer comprised of Liquidity Assets to cover the Net Liquidity Outflows accumulated over the next 180 days. As of the date hereof, the Issuer elected to comply with the Liquidity Buffer requirement by means of the Reserve Account described below, provided that if the Reserve Account is no longer eligible as Liquidity Buffer the Issuer shall implement any other eligible Liquidity Buffer arrangement.

While Covered Bonds are outstanding, the Covered Bonds will have the benefit of a Reserve Account held by the Issuer with the Reserve Account Bank in respect of the Programme and the Reserve Account and any balances standing to the credit thereof will form part of the Cover Pool and be subject to the same legal regime as any other assets which are part of the Cover Pool. The Issuer shall ensure that the legal requirements as required by the Legal Regime of Covered Bonds for the balances owed to the Issuer under the Reserve Account to qualify as Liquidity Assets are met at all times.

- (ii) The Issuer will be required to maintain at all times in the Reserve Account funds in an amount equal to or in excess of the higher of (i) the Net Liquidity Outflows accumulated over the next 180 days and (ii) Expenses, Owed Hedging Payments and interest on the Covered Bonds (i.e. items (i) and (ii) of the payments priority provided for in Condition 6.8 (*Pass-through Provision*)), due and payable in the following 3 (three) months, including Expenses, Owed Hedging Payments and interest due assuming that, for each Covered Bond series, either (a) it is already pass-through if there are no scheduled payments in the next 3 (three) months, or (b) otherwise it becomes pass-through immediately after its next scheduled interest payment ("**Total Target Reserve Amount**"). The Total Target Reserve Amount shall be available on any Interest Payment Date towards the payment of any Expenses, Owed Hedging Payments and interest due on the Covered Bonds. In case the Interest Payment Date is an Extended Maturity Date or, after the Reserve Account has been replenished up to the Total Target reserve Amount, all Series of Covered Bonds can be fully redeemed on such payment date if the Reserve Account funds are made available. As long as the funds in the Reserve Account equal or exceed the Total Target Reserve Amount, the Issuer will not be required to transfer any additional amounts to the Reserve Account. If the amounts standing in the Reserve Account exceed the Total Target Reserve Amount, the Issuer may, in case no Issuer Event has occurred, release the excess amounts, without prejudice to the obligation of compliance with the maintenance of the Overcollateralisation Percentage.

Upon (i) the occurrence of a License Revocation Event, the Issuer or the Special Administrator (if applicable) shall no later than the next Business Day notify the Reserve Account Bank for the relevant funds deposited in the Reserve Account to be made available and applied pursuant to Condition 6.8 (*Pass-through Provision*) on the Business Day following the extension to the Covered Bonds to their respective Extended Maturity Date following the occurrence of such License Revocation Event, subject to Condition 6.7(C); (ii) a Series not having been repaid in full on its Maturity



Date, the Issuer or the Special Administrator (if applicable) shall no later than the next Business Day notify the Reserve Account Bank for the relevant funds deposited in the Reserve Account to be made available and applied pursuant to Condition 6.8 (*Pass-through Provision*) on the Business Day following the extension of the relevant Covered Bonds to their respective Extended Maturity Date following the occurrence of the related Default of Payment Event, subject to Condition 6.7(C); (iii) interest due under a Series not having been paid in full on any Interest Payment Date, the Issuer or the Special Administrator (if applicable) shall no later than the next Business Day notify the Reserve Account Bank for the relevant funds deposited in the Reserve Account to be made available and applied pursuant to Condition 6.8 (*Pass-through Provision*) on the Business Day following the extension of the relevant Covered Bonds to their respective Extended Maturity Date following the occurrence of the related Default of Payment Event, subject to Condition 6.7(C).

Without prejudice to the foregoing, if none of (i), (ii) or (iii) of the last paragraph have occurred but funds standing to the credit of the Reserve Account are necessary, as determined by the Issuer or the Special Administrator (if applicable), for the payment on an Interest Payment Date of any Expenses, Owed Hedging Payments, interest or principal (if applicable, as it will only be considered due for this purpose following the extension of the maturity date) due on the Covered Bonds, the Issuer or the Special Administrator (if applicable) shall no later than the next Business Day notify the Reserve Account Bank for the relevant funds deposited in the Reserve Account to be made available and applied as needed.

- (iii) The funds available in the Reserve Account and the Total Target Reserve Amount shall be monitored by the Cover Pool Monitor on a monthly basis. If the Cover Pool Monitor identifies that the funds available in the Reserve Account do not meet the Total Target Reserve Amount, it shall report that fact in the next quarterly report to be delivered to the Issuer, in accordance with agreed upon procedures as foreseen in the Cover Pool Monitor Agreement.
- (iv) Upon redemption of all Series of Covered Bonds, any funds remaining to the credit of the Reserve Account will be paid to the Issuer.
- (v) At the Issuer's option, the Reserve Account may be replaced by other instruments or arrangements that qualify as Liquidity Buffer comprised of Liquidity Assets to cover the requirements set out in Condition 5.5(ii). This replacement will be subject to obtaining the Hedging Counterparty's consent and one of the following: (i) prior confirmation from the Rating Agencies that such replacement would not result in the reduction, removal, suspension or placement on credit watch of the credit ratings assigned to each such Covered Bonds; or (ii) a written indication by the Rating Agencies that it does not have any comments to said replacement; or (iii) a written communication by the Rating Agencies that, having concluded the review of said replacement, it does not consider a confirmation to be due; or (iv) within 30 days after each of the Rating Agencies has been notified, no additional information or additional period to analyse have been requested, nor has the Issuer received any other written communication from the Rating Agencies.



## 6. REDEMPTION AND PURCHASE

### 6.1 Final redemption

Subject to Condition 6.7 (*Extension of Maturity up to Extended Maturity Date*), unless previously redeemed or purchased and cancelled or extended as specified below, each Covered Bond will be redeemed by the Issuer at its Final Redemption Amount specified in, or determined in the manner specified in, the applicable Final Terms, in the relevant Specified Currency on the Maturity Date.

### 6.2 Redemption at the option of the Issuer (Call Option)

If Issuer Call Option is specified in the applicable Final Terms, the Issuer may, having given (unless otherwise specified, in the applicable Final Terms) not less than 30 nor more than 60 days' notice to the Common Representative, the Agent and, in accordance with Condition 11 (*Notices*), the Holders of Covered Bonds (which notice shall be irrevocable) redeem all or some only (as specified in the applicable Final Terms) of the Covered Bonds then outstanding on any Optional Redemption Date(s) and at the Optional Redemption Amount(s) specified in, or determined in the manner specified in, the applicable Final Terms together, if applicable, with interest accrued to (but excluding) the relevant Optional Redemption Date(s). Upon expiry of such notice, the Issuer shall be bound to redeem the Covered Bonds accordingly. Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount in each case as may be specified in the applicable Final Terms. In the case of a partial redemption of Covered Bonds, the nominal amount of all outstanding Covered Bonds will be redeemed proportionally. For the avoidance of doubt, the exercise and/or settlement of any such call option right is subject to no Issuer Event (other than a Default of Payment Event not affecting the relevant Series) having occurred prior to such exercise or settlement, and in case such event has occurred prior to the settlement date that exercise shall be of no effect. For the purpose of verifying the occurrence of a Default of Payment Event in respect of the relevant Series of Covered Bonds, failure by the Issuer to repay principal on the relevant Issuer Call Option settlement date will be regarded as a failure to pay on the respective Maturity Date. For the sake of clarity, no principal may be repaid following the redemption resulting from the exercise of the Issuer Call Option established in this Condition until Series governed by Conditions 6.8 (*Pass-through Provision*) have been fully redeemed.

### 6.3 Redemption at the option of the Holders of Covered Bonds (Put Option)

If Investor Put Option is specified in the applicable Final Terms, upon the holder of any Covered Bond giving to the Issuer in accordance with Condition 11 (*Notices*) not less than 30 nor more than 60 days' notice the Issuer will, upon the expiry of such notice, redeem, subject to, and in accordance with, the terms specified in the applicable Final Terms, such Covered Bond on the Optional Redemption Date and at the Optional Redemption Amount as specified in, or determined in the manner specified in, the applicable Final Terms together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date. To exercise the right to require redemption of this Covered Bond the holder of this Covered Bond must



deliver, at the specified office of any Paying Agent at any time during normal business hours of such Paying Agent, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent (a Put Notice) and in which the holder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this Condition. Any Put Notice given by a holder of any Covered Bond pursuant to this paragraph shall be irrevocable. The right to require redemption will be exercised directly against the Issuer, through the relevant Paying Agent. For the avoidance of doubt, the exercise and settlement of any Investor Put Option is subject to no Issuer Event (other than a Default of Payment Event not affecting the relevant Series) having occurred prior to such exercise or settlement, and in case such event has occurred prior to the settlement date that exercise shall be of no effect. For the purpose of verifying the occurrence of a Default of Payment Event in respect of the relevant Series of Covered Bonds, failure by the Issuer to repay principal on the relevant Investor Put Option settlement date will be regarded as a failure to pay on the respective Maturity Date. For the sake of clarity, no principal may be repaid following the redemption resulting from the exercise of the Put Option established in this Condition, until Series governed by Conditions 6.8 (*Pass-through Provision*) have been fully redeemed.

## 6.4 Instalments

Instalment Covered Bonds will be redeemed in the Instalment Amounts and on the Instalment Dates, provided that a failure by the Issuer to pay an Instalment Amount on an Instalment Date other than the Maturity Date will be regarded as a failure to pay on the relevant Maturity Date for the purposes of verifying a Default of Payment Event in respect of the relevant Series of Instalment Covered Bonds, thereby having as its consequence the application of Condition 6.7 (*Extended of Maturity Date up to Extended Maturity Date*) to the entire relevant Series and to all future Instalments Amounts due under such Series.

## 6.5 Purchases

The Issuer or any of its subsidiaries may at any time purchase or otherwise acquire Covered Bonds at any price in the open market or otherwise. Such Covered Bonds may be held, reissued, resold or, at the option of the Issuer, surrendered to any Paying Agent for cancellation.

## 6.6 Cancellation

All Covered Bonds which are redeemed will forthwith be cancelled. All Covered Bonds so cancelled and any Covered Bonds purchased and surrendered for cancellation pursuant to Condition 6.5 (*Purchases*) above shall be cancelled by Interbolsa and cannot be held, reissued or resold.

## 6.7 Extension of Maturity up to Extended Maturity Date

- (A) An Extended Maturity Date shall be specified in the applicable Final Terms as applying to each Series of Covered Bonds, provided that the Issuer may not specify an Extended Maturity Date that is earlier than the applicable



Extended Maturity Date for any other outstanding Series of Covered Bonds with an earlier Maturity Date.

- (B) In the case of liquidation or resolution of the Issuer, no extension of maturity for a Series of Covered Bonds to the applicable Extended Maturity Date will (i) affect the ranking of covered bonds issued by the Issuer and subject to the Legal Regime of Covered Bonds or (ii) invert the sequencing of the original maturity schedule for such covered bonds referred to in (i) above.
- (C) Such Extended Maturity Date, defined in the applicable Final Terms as applying to each Series of Covered Bonds, will apply if any of the following events (each, an “**Issuer Event**”) takes place:
- (i) License Revocation Event, in result of which all Series (which would otherwise be due on their respective Maturity Date) become due on their respective Extended Maturity Date, without prejudice to Condition 9 (*Events of Default and Enforcement*); and
- (ii) Default of Payment Event, in result of which the Series where such default in payment occurred become due on its respective Extended Maturity Date,

provided in each case that the Issuer has given notice to CMVM in the manner described in Condition 6.7(E) below, and subject in each case to the terms of such Condition 6.7(E).

Upon the occurrence of any of the above Issuer Events, the Issuer shall forthwith notify the Common Representative and the Programme Account shall be set up by the Issuer (or the Special Administrator), as soon as reasonably practicable, within 30 calendar days of that event. Without prejudice to the foregoing, the Common Representative shall be notified in case of an Issuer Event occurring as a result of a Default of Payment Event, by the Agent upon so becoming aware.

Without prejudice to the foregoing, once the Programme Account has been set up, all cash proceeds arising under, or otherwise existing in, the Cover Pool shall be transferred, on each Business Day, by the Issuer (or the Special Administrator) to the Programme Account. For the sake of clarity, in case the relevant Issuer Event was a Default of Payment Event, then, when all the Covered Bonds which have been extended to their respective Extended Maturity Date thereunder have been fully reimbursed and no other Issuer Event has taken place, this proceeds transfer obligation will no longer apply and any balance then existing in the Programme Account shall be released to the Issuer.

Upon a License Revocation Event, the Issuer (or the Special Administrator) shall, as soon as reasonably practicable, within 45 calendar days of that event notify the borrowers under any Mortgage Credits to make any due payments directly into the Programme Account.

- (D) In the case of resolution or voluntary liquidation of the Issuer, if some but not all Series of Covered Bonds then outstanding have been subject to extension to their respective Extended Maturity Dates and any such Extended Maturity Date falls later than the relevant Maturity Date for the Covered Bonds of any other Series then outstanding



that has not been extended (and which Maturity Date for such other Series is later than the corresponding Maturity Date of such extended Series of Covered Bonds) the maturity of such other Series of Covered Bonds will be automatically extended to its relevant Extended Maturity Date, as required by article 21(1)(d) of the Legal Regime of Covered Bonds.

- (E) The Issuer shall, at least 10 calendar days in advance of a possible extension of maturity (or, if such calendar day's term cannot be met, in light of the time of occurrence or knowledge of the grounds determining the extensions, as soon as possible), give notice to CMVM of such extension and the respective grounds for such extension, in particular that it is foreseeable (as determined by the Issuer) that (i) (in the case of any extension of maturity in result of a Default of Payment Event) the Covered Bonds will not be redeemed on the Maturity Date or on the following two Business Days, or if interest due under that Series will not be paid on any Interest Payment Date or on the following five Business Days or (ii) (in the case of any extension of maturity in result of a License Revocation Event) the Issuer's authorisation as credit institution will be (or has been) revoked. CMVM may oppose any such extension within 10 calendar days of the Issuer giving notice to CMVM if it considers that the Extension Legal Requirements are not met.

If CMVM decides on the basis of the Extension Legal Requirements to oppose such extension of maturity, the extension to the relevant Extended Maturity Date will not apply. In the absence of any decision by CMVM to oppose such extension within 10 calendar days from the date the Issuer gives the relevant notice to CMVM, such extension to the relevant Extended Maturity Date will continue to apply.

For the avoidance of doubt, if CMVM has received less than 10 calendar days' notice from the Issuer of any possible extension and at the date on which the maturity for the Covered Bonds is scheduled to be automatically extended to the Extended Maturity Date CMVM has not yet decided whether or not it opposes such extension, the maturity for the Covered Bonds will extend to the Extended Maturity Date. If subsequently (but within 10 calendar days from the date the Issuer gives the relevant notice to CMVM) CMVM then decides on the basis of the Extension Legal Requirements to oppose such extension, the extension to the Extended Maturity Date will cease to apply and each Covered Bond which had been extended shall, as at the date of such cessation (the "**Extension Cessation Date**") then become immediately due and payable at its Final Redemption Amount together with any accrued interest determined pursuant to Condition 4.4(B).

- (F) The Issuer shall give to the holders of the Covered Bonds (in accordance with Condition 11 (*Notices*)), the Rating Agencies, the Agent and the other Paying Agents, notice that it has notified CMVM of any potential extension to the maturity of the Covered Bonds and of any decision CMVM notifies to the Issuer in respect of such potential extension. Any failure by the Issuer to notify any such persons shall not affect the validity or effectiveness of any extension or give rise to rights in any such person, under this Condition 6.7 (*Extension of Maturity up to Extended Maturity Date*).





- (G) After an Issuer Event leading to an extension of the Covered Bonds to the respective Extended Maturity Date which was not subject to timely opposition by CMVM in accordance with Condition 6.7(E), the Issuer may redeem all or any part of the principal amount outstanding of all or (in case of a Default of Payment Event) the relevant Covered Bonds on an Interest Payment Date falling in any month after the Maturity Date up to and including the Extended Maturity Date, subject to and in accordance with Condition 6.8 (*Pass-through provision*) below. The Issuer, or if applicable the Special Administrator, shall give to the Holders of Covered Bonds (in accordance with Condition 11 (*Notices*)), the Agent and the other Paying Agents, notice of its intention to redeem all or any of the principal amount outstanding of the Covered Bonds in full at least 5 Business Days prior to the relevant Interest Payment Date or, as applicable, the Extended Maturity Date. Any failure by the Issuer, or the Special Administrator, to notify such persons shall not affect the validity or effectiveness of any redemption of the Covered Bonds on the relevant Interest Payment Date or as applicable, the Extended Maturity Date or give rise to rights in any such person.
- (H) Any extension of the maturity of Covered Bonds under this Condition 6.7 (*Extension of Maturity up to Extended Maturity Date*) shall be irrevocable, subject to Condition 6.7(E). Where this Condition 6.7 (*Extension of Maturity up to Extended Maturity Date*) applies, any failure to redeem the Covered Bonds on the Maturity Date or any extension of the maturity of Covered Bonds under this Condition 6.7 (*Extension of Maturity up to Extended Maturity Date*) shall not constitute an event of default for any purpose or give any holder of Covered Bonds any right to receive any payment of interest, principal or otherwise on the relevant Covered Bonds other than as expressly set out in these Terms and Conditions.
- (I) In the event of the extension of the maturity of Covered Bonds under this Condition 6.7 (*Extension of Maturity up to Extended Maturity Date*), interest rates, interest periods and interest payment dates on the Covered Bonds from (and including) the Maturity Date to (but excluding) the Extended Maturity Date shall be determined and made in accordance with the applicable Final Terms and Condition 4.4 (*Interest Rate and Payments from the Maturity Date in the event of extension of maturity of the Covered Bonds up to the Extended Maturity Date*).
- (J) If the Issuer redeems part and not all of the principal amount outstanding of Covered Bonds on an Interest Payment Date falling in any month after the Maturity Date, the redemption proceeds shall be applied rateably across the Covered Bonds that were extended to the Extended Maturity Date and the principal amount outstanding on the Covered Bonds shall be reduced by the level of that redemption subject to and in accordance with Condition 6.8 (*Pass-through provision*) below.
- (K) If the maturity of any Covered Bonds is extended up to the Extended Maturity Date in accordance with this Condition 6.7 (*Extension of Maturity up to Extended Maturity Date*), for so long as any of those Covered Bonds remains outstanding, the Issuer shall not issue any further covered bonds.



## 6.8 Pass-through Provision

Upon an Issuer Event occurring and all or some Series of Covered Bonds having been extended (and subject to Condition 6.7(E)), any Available Funds shall be applied on each Interest Payment Date in making the following payments in the following order of priority, on a *pro rata* basis in the same priority line, and the Hedging Counterparty shall be notified by the Cover Pool Monitor of the Available Funds ahead of such Interest Payment Date:

- (i) Expenses and Owed Hedging Payments due on such date;
- (ii) Amounts of Interest due on such date;
- (iii) Where the Issuer has been subject to liquidation or resolution, redemption of principal of such Series which have reached its Extended Maturity Date on the relevant Interest Payment Date;
- (iv) Replenishment of the Reserve Account up to the Total Target Reserve Amount;
- (v) Redemption of principal across all Series that have been subject to an Extended Maturity Date, if applicable, or, redemption of all Series that have not been subject to an Extended Maturity Date in the relevant Interest Payment Date, if principal is due on this Interest Payment Date;
- (vi) Crediting the Programme Account or, if this has not yet been set-up, otherwise retained in the Cover Pool, provided that:
  - (a) Any payments under item (v) above, while some but not all Covered Bonds have been extended to their respective Extended Maturity Date, may only be made to the extent that, once made, the Issuer or the Special Administrator will not breach the Overcollateralisation Percentage;
  - (b) No funds debited from the Reserve Account may be used to make payments of interest due on such date, under (ii) above, in respect of Covered Bonds that have not been extended to their respective Extended Maturity Date, unless the Issuer or the Special Administrator (as applicable) has determined that such funds are necessary to make such payment;
  - (c) Funds may in any case be debited from the Reserve Account immediately following the occurrence of a Default of Payment Event (leading to the extension of one or more Series of Covered Bonds, subject to Condition 6.7(E)) resulting from non-payment of interest;
  - (d) While any Covered Bonds have been extended to their respective Extended Maturity Date, any Cover Pool monies or assets may only be used in making payments in accordance with the above payments priority (without prejudice to the best-efforts sale obligation below and the accumulation of any such sale proceeds in the Programme Account or, if this has not yet been set-up, otherwise accumulated in the Cover Pool);



- (e) In case the relevant Issuer Event was a Default of Payment Event, then, when all the Covered Bonds which have been extended to their respective Extended Maturity Date thereunder have been fully reimbursed and no other Issuer Event has taken place, this Condition 6.8 (*Pass-through Provision*) will no longer apply.
- (f) Once all Series of Covered Bonds have been redeemed in full, any remaining funds shall be paid to the Issuer.
- (g) For the sake of clarity, upon the application of this Condition 6.8 (*Pass-through Provision*) following the occurrence of a Default of Payment Event, payment by the Issuer of the defaulted payment does not grant the Issuer the possibility of, nor has as its consequence the, reversion of the application of Condition 6.8 (*Pass-through Provision*) as regards the Series where such default occurred and the pass-through provision set forth therein.

In order to redeem, to the extent possible and at *pari passu*, the Covered Bonds that have been extended to their Extended Maturity Date prior to such date, the Issuer and/or the Special Administrator shall use and employ its best efforts to sell an amount sufficient to redeem, in whole or in part, all outstanding Covered Bonds that have been extended to their respective Extended Maturity Date, on each sixth Interest Payment Date following an Issuer Event, the assets comprised in the Cover Pool along commercial acceptable terms, provided that such sale and subsequent redemption of the respective Covered Bonds will not result in a breach of the Overcollateralisation Percentage on and between any Interest Payment Dates.

For the avoidance of doubt, (i) failure by the Issuer and/or the Special Administrator to sell or refinance the assets comprised in the Cover Pool will not constitute an event of default; and (ii) subject to the above terms and provided that (if required) relevant procedures are put in place (including Chinese walls and appropriate disclosures) to properly manage any potential conflict of interest and/or asymmetries of information, the Issuer may participate as purchaser in a sale of Cover Pool assets as outlined above.

The disposals of Cover Pool assets after an Issuer Event shall be disclosed by the Issuer or on its behalf as part of the regular reporting on the Covered Bonds, or by the Special Administrator.

## 7. TAXATION

### 7.1 Payments free of taxes

All payments of principal and interest in respect of the Covered Bonds shall be made free and clear of, and without withholding or deduction for, any Taxes (for which purpose investors are required in any case to comply with their obligations detailed under the *Taxation* section) unless the Issuer or any Paying Agent (as the case may be) is required by law to make any such payment subject to any such withholding or deduction. In that event, the Issuer or any Paying Agent (as the case may be) shall be entitled to withhold or deduct the required amount for or on account of Tax from such payment and shall account to the relevant Tax Authorities for the amount so withheld or deducted.



## 7.2 No payment of additional amounts

Neither the Issuer nor the Paying Agent will be obliged to pay any additional amounts to the Holders of Covered Bonds in respect of any Tax Deduction made in accordance with Condition 7.1 (*Payments free of taxes*) above.

## 7.3 Taxing Jurisdiction

If the Issuer becomes subject at any time to any taxing jurisdiction other than the Portuguese Republic, references in these Terms and Conditions to the Portuguese Republic shall be construed as references to the Portuguese Republic and/or such other jurisdiction.

## 7.4 Tax Deduction not event of default

Notwithstanding that the Issuer or any Paying Agent is required to make a Tax Deduction in accordance with Condition 7.1 (*Payments free of taxes*) above, this shall not constitute an event of default.

## 8. PRESCRIPTION

The Covered Bonds will become void unless presented for payment within 20 (twenty) years (in the case of principal) and 5 (five) years (in the case of interest) in each case from the Relevant Date therefore, subject in each case to the provisions of Condition 5 (*Payments*). As used in these Terms and Conditions, “**Relevant Date**” means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Holders of Covered Bonds in accordance with Condition 11 (*Notices*). Also, following the occurrence of the above mentioned prescription terms (20 (twenty) years in the case of principal and 5 (five) years in the case of interest), such principal and interest, as applicable, will be considered abandoned in favour of the Portuguese State and will be handed over to the Portuguese State, in accordance with Decree-Law 187/70, of 30 April, as amended.

## 9. EVENTS OF DEFAULT AND ENFORCEMENT

### 9.1 Insolvency Event

Pursuant to the Legal Regime of Covered Bonds, if a License Revocation Event in respect of the Issuer occurs, Conditions 6.8 (*Extension of Maturity up to Extended Maturity Date*) and 6.8 (*Pass-through Provision*) will apply. Notwithstanding the foregoing, pursuant to the Legal Regime of Covered Bonds, the holders of Covered Bonds may, in case of a License Revocation Event or other Insolvency Event, approve a Resolution, by a majority of 2/3 (two thirds) of the Principal Amount Outstanding of the Covered Bonds of all Series then outstanding, to determine the serving of an Acceleration Notice, in which case all outstanding Covered Bonds shall immediately become due and payable at their Early Redemption Amount together with accrued interest. For the sake of clarity, the serving of an Acceleration Notice will supersede the provisions of Conditions 6.8 (*Extension of Maturity up to Extended Maturity Date*) and 6.8 (*Pass-through Provision*), the Covered Bonds becoming



immediately due and payable as aforementioned.

If an Insolvency Event in respect of the Issuer occurs, the Holders of Covered Bonds enjoy, under the Legal Regime of Covered Bonds, a special creditor privilege (*privilégio creditório especial*) over the Cover Pool (including the Primary Assets, the Substitution Assets and the Liquidity Assets) with preference over any other general creditor, in relation to the repayment of principal and payment of interest due under the Covered Bonds. Pursuant to the Legal Regime of Covered Bonds, the Hedge Counterparties also benefit from this special creditor privilege (*privilégio creditório especial*), which is not subject to registration.

For the purposes of these Terms and Conditions: “**Insolvency Event**” means a License Revocation Event or the winding-up and dissolution of the Issuer under any applicable laws and regulations (including under Decree-Law 199/2006, of 25 October, the Credit Institutions General Regime and/or (if applicable) under the Code for the Insolvency and Recovery of Companies approved by Decree-Law 53/2004, of 18 March 2004), all as amended. Investors should see the *Insolvency of the Issuer* section.

## 9.2 Enforcement

- (A) Following the approval of a Resolution as described in Condition 9.1 (*Insolvency Event*), the holders of the Covered Bonds (or the Common Representative on their behalf, provided it has been indemnified and/or secured to its satisfaction) may at any time after service of an Acceleration Notice, at its discretion and without further notice, take such proceedings against the Issuer, and/or any other person as it may deem fit to enforce the provisions of the Covered Bonds.
- (B) In exercising any of its powers and discretions the Common Representative shall only have regard to the interests of the Holders of Covered Bonds of all Series.
- (C) No holder of Covered Bonds shall be entitled to proceed directly against the Issuer or to take any action with respect to the Common Representative Appointment Agreement, the Covered Bonds or any other Programme Document unless the Common Representative, having become bound so to proceed, fails so to do within a reasonable time and such failure shall be continuing.

## 10. AGENT AND PAYING AGENTS

- (A) The names of the Agent, the Paying Agent and their initial specified offices are set out below. In the event of the appointed office of any such bank being unable or unwilling to continue to act as the Agent, or failing duly to determine the Rate of Interest, if applicable, or to calculate the Interest Amounts for any Interest Period, the Issuer shall appoint such other bank to act as such in its place.
- (B) The Agent may not resign its duties or be removed from office without a successor having been appointed as aforesaid.



The Issuer is entitled to vary or terminate the appointment of any Paying Agent and/or appoint additional or other Paying Agents and/or approve any change in the specified office through which any Paying Agent acts, provided that:

- (i) there will at all times be an Agent;
- (ii) the Issuer will, so long as any of the Covered Bonds is outstanding, maintain a Paying Agent (which may be the Agent) having a specified office in a city approved by the Common Representative in an European Union Member State;
- (iii) so long as any of the Covered Bonds are listed on any Stock Exchange or admitted to trading by any other relevant authority, there will at all times be a Paying Agent with a specified office in such place as may be required by the rules and regulations of the relevant Stock Exchange or, as the case may be, other relevant authority;
- (iv) the Issuer will ensure that it maintains a Paying Agent in a member state of the European Union that will not be obliged to withhold or deduct tax pursuant to Council Directive (EU) 2015/2060, of 10 November 2015, as amended, on the taxation and savings income or any other Directive or any law implementing or complying with, or introduced in order to conform to such Directive.

## 11. NOTICES

All notices regarding the Covered Bonds shall be published in a manner which complies with the applicable listing rules of Euronext Dublin (to the extent there are Covered Bonds originally issued under the Covered Bonds Law outstanding), of the CMVM and also with the rules and regulations of any other stock exchange (or any other relevant authority) on which the Covered Bonds are for the time being listed. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication is made, as provided above.

All notices regarding the Covered Bonds shall comply with the applicable Portuguese law requirements, namely CMVM Regulation 1/2023.

## 12. MEETINGS OF HOLDERS OF COVERED BONDS

- (A) The Portuguese Companies Code expressly applicable to Covered Bonds, pursuant to the Legal Regime of Covered Bonds, contains provisions for convening meetings of the Holders of Covered Bonds to consider any matter attributed to them by law and in their common interest (which provisions are described and supplemented in the Common Representative Appointment Agreement), including the modification by Resolution of these Terms and Conditions or the provisions of the Common Representative Appointment Agreement.
- (B) The quorum at any meeting convened to vote on: (i) a Resolution not regarding a Reserved Matter will be any person or persons holding or representing whatever part of the Principal Amount Outstanding of the Covered Bonds then



outstanding; or (ii) a Resolution regarding a Reserved Matter of the Covered Bonds, will be any person or persons holding or representing at least 50 (fifty) per cent. of the Principal Amount Outstanding of the Covered Bonds then outstanding so held or represented or, at any adjourned meeting, any person being or representing whatever the Principal Amount Outstanding of the Covered Bonds then outstanding.

- (C) The majorities required to approve a Resolution at any meeting convened in accordance with the applicable rules shall be: (i) if in respect to a Resolution not regarding a Reserved Matter, the majority of the votes cast at the relevant meeting; or (ii) if in respect to a Resolution regarding a Reserved Matter, at least 50 (fifty) per cent. of the Principal Amount Outstanding of the Covered Bonds then outstanding or, at any adjourned meeting, 2/3 (two thirds) of the votes cast at the relevant meeting.

For the purposes of these Terms and Conditions, a “**Reserved Matter**” means any proposal: (i) to change any date fixed for payment of principal or interest in respect of the Covered Bonds of all or of a given Series, (ii) to reduce the amount of principal or interest due on any date in respect of the Covered Bonds of all or of a given Series or to alter the method of calculating the amount of any payment in respect of the Covered Bonds of all or of a given Series on redemption or maturity; (iii) to effect the exchange, conversion or substitution of the Covered Bonds of all or of a given Series, or the conversion of such Covered Bonds into bonds or other obligations or securities of the Issuer or shares, bonds or other obligations or securities of any other person or body corporate formed or to be formed; (iv) to change the currency in which amounts due in respect of the Covered Bonds of all or of a given Series are payable; (v) to alter the priority of payment of interest or principal in respect of the Covered Bonds of all or of a given Series; (vi) to amend this definition; or (vii) any other matter required by law to be approved by the majorities set out in Condition 12(C)(ii).

- (D) A Resolution approved at any meeting of the Holders of Covered Bonds of a Series shall, subject as provided below, be binding on all the Holders of Covered Bonds of such Series, whether or not they are present at the meeting. Pursuant to the Common Representative Appointment Agreement, the Common Representative may convene a single meeting of the Holders of Covered Bonds of more than one Series if in the opinion of the Common Representative there is no conflict between the holders of such Covered Bonds, in which event the provisions of this paragraph shall apply thereto *mutatis mutandis*. A Written Resolution shall take effect as if it were a Resolution.
- (E) Notwithstanding the provisions of the immediately preceding paragraph, any Resolution to direct the Common Representative to accelerate the Covered Bonds pursuant to Condition 9 (*Events of Default and Enforcement*) or to direct the Common Representative to take any enforcement action (each a “**Programme Resolution**”) shall only be capable of being passed at a single meeting of the Holders of Covered Bonds of all Series then outstanding.
- (F) Any such meeting to consider a Programme Resolution may be convened by the Issuer or the Common Representative or by Holders of Covered Bonds of any Series.



- (G) A Programme Resolution passed at any meeting of the Holders of Covered Bonds of all Series shall be binding on all Holders of Covered Bonds of all Series, whether or not they are present at the meeting.
- (H) In connection with any meeting of the Holders of Covered Bonds of more than one Series where such Covered Bonds are not denominated in euro, the nominal amount of the Covered Bonds of any Series not denominated in euro shall be converted into euro at the relevant exchange rate at the date of the meeting.

### 13. INDEMNIFICATION OF THE COMMON REPRESENTATIVE CONTRACTING WITH THE ISSUER

- (A) If, in connection with the exercise of its powers and discretions, the Common Representative is of the opinion that the interests of the Holders of Covered Bonds of any one or more Series would be materially prejudiced thereby, the Common Representative shall not exercise such powers and discretions without the approval of such Holders of Covered Bonds by a Resolution or by a Written Resolution of such Holders of Covered Bonds of at least the majority of the Principal Amount Outstanding of Covered Bonds of the relevant Series then outstanding.
- (B) The Common Representative shall not be required to expend its own funds or otherwise incur or risk incurring any liability in the performance of its duties or in the exercise of any of its rights, powers, authorities or discretions if it has grounds for believing the repayment of such funds is not reasonably assured to it under the Legal Regime of Covered Bonds or if it has not been provided with adequate indemnity against or security for such risk or liability. Notwithstanding any Programme Resolution or any other Resolution approved at any meeting or any Written Resolution of any Holders of Covered Bonds, the Common Representative may (i) refrain from taking any action until it has been provided with sufficient funds or adequate indemnity against or security for any liability it may incur as a result of any such actions and (ii) refrain from doing anything which might in its opinion be contrary to any law of any jurisdiction or which might otherwise render it liable to any person and (iii) do anything which is in its opinion necessary to comply with any such law, and in no circumstances shall be liable to the Holders of Covered Bonds for any consequences of such actions or inaction. The Common Representative Appointment Agreement contains further provisions for the indemnification of the Common Representative and for its relief from responsibility.

### 14. OVERCOLLATERALISATION AND ISSUER COVENANTS

#### 14.1 Overcollateralisation

For so long as the Covered Bonds are outstanding, and regardless of the time of issue of the Covered Bonds, the value (determined in accordance with the Legal Regime of Covered Bonds, the CRR and the CMVM Regulation) of the Cover Pool maintained by the Issuer (the “**Overcollateralisation Percentage**”) shall at all times be a minimum of the higher of (i) 110.0 per cent. of the aggregate value of all outstanding Covered Bonds issued under the Programme and (ii) 1 divided by the Asset Percentage.





The 110.0 per cent. referred to in (i) above is higher than the statutory limit of 105 per cent. set forth in the CRR (see *Legal Regime of Covered Bonds*).

Assets contributing to the Overcollateralisation Percentage in excess of 100 per cent. of the aggregate value of all outstanding Covered Bonds issued under the Programme shall not be subject to the limits on exposure size set out in accordance with Condition 14.2 (*Issuer Covenants*), paragraph (A) (*Eligible Assets*), subparagraph (b) and shall not count towards those limits.

For the purposes above, the “**Asset Percentage**” means the lower of 100 per cent. and any other percentage determined by the Issuer from time to time.

As of 31 May 2023, the Asset Percentage was 82.79 per cent. The Issuer may at any time reduce the Asset Percentage, but it may only increase the Asset Percentage above 84.75 per cent. subject to obtaining the Hedging Counterparty’s consent and one of the following: (i) prior confirmation from the Rating Agencies that such increase would not result in the reduction, removal, suspension or placement on credit watch of the credit ratings assigned to each such Covered Bonds; or (ii) a written indication by the Rating Agencies that it does not have any comments to said increase; or (iii) a written communication by the Rating Agencies that, having concluded the review of said increase, it does not consider a confirmation to be due; or (iv) within 30 days after each of the Rating Agencies has been notified, no additional information or additional period to analyse have been requested, nor has the Issuer received any other written communication from the Rating Agencies. Without prejudice to the above, and for the avoidance of doubt, the Asset Percentage increase will always require Moody’s prior confirmation, whilst the alternatives indicated above in items (ii) to (iv) will only be available regarding the remaining Rating Agencies. Any increase to the Asset Percentage above 84.75 per cent. shall be disclosed by the Issuer on the website of Euronext Dublin (to the extent there are Covered Bonds originally issued under the Covered Bonds Law outstanding) and of the CMVM and the Asset Percentage shall be disclosed by the Issuer or on its behalf as part of the regular reporting on the Covered Bonds.

Should a breach of the Overcollateralisation Percentage occur for 2 consecutive monthly reporting dates, the Issuer shall forthwith notify the Common Representative and the Programme Account shall be set up by the Issuer, as soon as reasonably practicable, within 30 calendar days of such breach. Once the Programme Account has been set up, all cash proceeds arising under, or otherwise existing in, the Cover Pool shall be transferred, on each Business Day, by the Issuer to the Programme Account.

Any such Cover Pool cash proceeds shall only be used by the Issuer in making payments owed by it in its capacity as Issuer of Covered Bonds (including any interest or redemption amounts due under the Covered Bonds, any Expenses and any Owed Hedging Payments). For the sake of clarity, in case an Issuer Event has occurred, the terms of Condition 6.8 (*Pass-through Provision*) prevail over the foregoing terms in this paragraph.

While the breach of the Overcollateralisation Percentage persists, the Issuer shall not issue further Covered Bonds.



Upon remedy and compliance of the obligation to maintain the Overcollateralisation Percentage, and provided that no Issuer Event has occurred (which would require the Programme Account to remain open pursuant to Condition 6.7 (*Extension of Maturity up to Extended Maturity Date*), the Issuer shall notify the Common Representative and its obligation to keep the Programme Account open and to transfer any Cover Pool proceeds to the Programme Account will no longer apply and any balance then existing in the Programme Account shall be released to the Issuer.

## 14.2 Issuer Covenants

For so long as any of the Covered Bonds are outstanding, the Issuer shall ensure that:

- (A) *Eligible Assets*: only assets listed in article 129(1) of the CRR (and provided that the requirements under paragraphs (1a) to (3) of article 129 of the CRR are met) may be part of the Cover Pool (whether as Primary Assets, Substitution Assets or Liquidity Assets), provided that:
- (a) the value of a Mortgage Credit may not exceed the lesser of (i) the principal amount of the respective Mortgage (combined with any prior mortgages, if they exist) and (ii) either 80 per cent. of the Current Property Value, in case of a Property intended primarily for residential purposes, or 60 per cent. (or 70 per cent., in the circumstances foreseen in article 129(1)(f) of the CRR) of the Current Property Value, in case of a Property intended primarily for commercial purposes; and
  - (b) (i) exposures to credit institutions that qualify for credit quality step 1 (as defined in the CRR) shall not exceed 15 per cent. of the aggregate nominal amount outstanding of the Covered Bonds; (ii) exposures to credit institutions that qualify for credit quality step 2 (as defined in the CRR) shall not exceed 10 per cent. of the aggregate nominal amount outstanding of the Covered Bonds; (iii) exposures to credit institutions that qualify for credit quality step 3 (as defined in the CRR) shall comply with the requirements set out under subparagraphs (1)(c) and (1a)(c) of Article 129 of the CRR; (iv) the total exposure to credit institutions that qualify for credit quality step 1, 2 or 3 shall not exceed 15 per cent. of the aggregate nominal amount outstanding of the Covered Bonds; and (v) the total exposure to credit institutions that qualify for credit quality step 2 or 3 shall not exceed 10 per cent. of the aggregate nominal amount outstanding of the Covered Bonds;
- (B) *Primary Assets*: the Primary Assets shall be Mortgage Credits;
- (C) *Valuations*: all the required valuations of Covered Bonds, Mortgage Credits, Hedging Contracts, Properties or other Cover Pool assets will be made in compliance with the requirements of the Legal Regime of Covered Bonds and the CRR;
- (D) *Cover Pool Monitor*: the Cover Pool Monitor will be provided with all necessary elements and information to monitor compliance by the Issuer of this Condition 14 (*Overcollateralisation, and Issuer Covenants*) in accordance with the



Legal Regime of Covered Bonds, as well as with all necessary elements and information relating to any other matters which the Cover Pool Monitor shall monitor in accordance with these Terms and Conditions;

- (E) *Mortgage Credits*: the Mortgage Credits as of the date when they are included in the Cover Pool are not Non-Performing Mortgage Credits; and

## 15. FURTHER ISSUES

The Issuer shall be at liberty from time to time without the consent of the Holders of Covered Bonds to create and issue further securities with the same terms and conditions of the Covered Bonds of any Series or the same in all respects save for the amount and date of the first payment of interest thereon, issue date and/or purchase price and so that the same shall be consolidated and form a single Series with the outstanding Covered Bonds of such Series.

## 16. GOVERNING LAW AND JURISDICTION

Except for the Hedging Contracts and the Reserve Account Agreement, which are governed by, and will be construed in accordance with, English Law, the Common Representative Appointment Agreement, the Agency and Payments Procedures, the Covered Bonds and the other Programme Documents (including any non-contractual obligations arising out of, or in connection with said documents) are governed by, and shall be construed in accordance with, Portuguese Law unless specifically stated to the contrary.

The courts of Lisbon (or of England in case of the Hedging Contracts and of the Reserve Account Agreement) shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Common Representative Appointment Agreement, the Agency and Payments Procedures, the Covered Bonds and the other Programme Documents (including any non-contractual obligations arising out of, or in connection with said documents).

## 17. DEFINITIONS

In these Terms and Conditions, the following defined terms have the meanings set out below:

**“Acceleration Notice”** means a notice served on the Issuer pursuant to Condition 9 (*Events of Default and Enforcement*).

**“Adjustment Spread”** means a spread (which may be positive or negative) or formula or methodology for calculating a spread, which the Independent Adviser or, as the case may be, the Issuer (following consultation with the Independent Adviser (if any)), in each case acting in good faith and in a commercially reasonable manner, determines is required to be applied to the Successor Rate or the Alternative Reference Rate (as applicable) in order to reduce or eliminate, to the extent reasonably practicable in the relevant circumstances, any economic prejudice or benefit (as applicable) to the holders of the Covered Bonds as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Reference Rate (as applicable) and is the spread, formula or methodology which:



- (a) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or
- (b) in the case of a Successor Rate for which no such recommendation has been made or in the case of an Alternative Reference Rate, the Independent Adviser or, as the case may be, the Issuer (following consultation with the Independent Adviser (if any)), in each case acting in good faith and in a commercially reasonable manner, determines is recognised or acknowledged as being in customary market usage in international debt capital markets transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Reference Rate (as applicable); or
- (c) if neither (a) nor (b) applies, the Independent Adviser or, as the case may be, the Issuer (following consultation with the Independent Adviser (if any)), in each case in its discretion and acting in good faith and in a commercially reasonable manner, determines to be appropriate.

**“Agency and Payments Procedures”** means the set of agency and payments procedures (such agency and payments procedures as amended and/or supplemented and/or restated from time to time) dated 27 April 2017 and made and agreed by Caixa Económica Montepio Geral, caixa económica bancária, S.A. (acting in its capacity as Agent, which expression shall include any successor) and by any subsequent agent, paying agent, transfer agent and agent bank appointed by the Issuer.

**“Agent”** means Caixa Económica Montepio Geral, caixa económica bancária, S.A., with head office at Rua Castilho, 5, 1250-066 Lisbon, or any successor Agent(s), in each case together with any additional Agent(s) appointed from time to time by the Issuer in connection with the Covered Bonds and under the Agency and Payments Procedures.

**“Alternative Reference Rate”** means the rate that the Independent Adviser or, as the case may be, the Issuer determines has replaced the Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) in respect of bonds denominated in the same Specified Currency as the Covered Bonds and with an interest period of a comparable duration to the relevant Interest Period, or, if the Independent Adviser or, as the case may be, the Issuer determines that there is no such rate, such other rate as the Independent Adviser or, as the case may be, the Issuer determines in its discretion is most comparable to the Original Reference Rate.

**“Amount of Interest”** means, following an Issuer Event, and in respect of an Interest Payment Date, the interest amount payable in respect of each Series of Covered Bonds.

**“Asset Percentage”** has the meaning given to it in Condition 14.1 (*Overcollateralisation*).

**“Available Funds”** means any funds arising under the Cover Pool, including in result of any interest and principal payments under Mortgage Credits or any other assets that are part of the Cover Pool, any sale proceeds of any Mortgage Credits or



other assets that are part of the Cover Pool, any hedging payment amounts paid by the hedging counterparty under the Hedging Contracts (for the avoidance of doubt, such amounts do not include any collateral that may transferred under the Hedging Contracts), any balances standing to the credit of the Reserve Account and the Programme Account, in all cases which are received by the Issuer or the Special Administrator or transferred to the Programme Account between, and including, the sixth Business Day prior to the Interest Payment Date immediately preceding the relevant Interest Payment Date up to, but excluding, the sixth Business Day prior to the relevant Interest Payment Date, as calculated by the Agent pursuant to the Agency and Payment Procedures.

“**Benchmark Event**” means, in respect of an Original Reference Rate:

- (a) the Original Reference Rate ceasing to be published for a period of at least 5 Business Days or ceasing to exist or be administered; or
- (b) the later of (I) a public statement by the administrator of the Original Reference Rate stating that it will, on or prior to a specified date, cease to publish the Original Reference Rate, permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate) and (II) the date falling 6 months before the specified date referred to in (b)(I); or
- (c) a public statement by the supervisor of the administrator of the Original Reference Rate stating that the Original Reference Rate has been permanently or indefinitely discontinued; or
- (d) the later of (I) a public statement by the supervisor of the administrator of the Original Reference Rate stating that the Original Reference Rate will, on or prior to a specified date, be permanently or indefinitely discontinued and (II) the date falling 6 months before the specified date referred to in (d)(I); or
- (e) the later of (I) a public statement by the supervisor of the administrator of the Original Reference Rate stating that the Original Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case on or prior to a specified date and (II) the date falling 6 months before the specified date referred to in (e)(I); or
- (f) it has, or will on or prior to the next Interest Determination Date, become unlawful for the Issuer, the Agent or any Calculation Agent specified in the applicable Final Terms, as the case may be, to calculate any payments due to be made to the holders of the Covered Bonds using the Original Reference Rate; or
- (g) the making of a public statement by the supervisor of the administrator of the Original Reference Rate announcing that such Original Reference Rate is no longer representative or may no longer be used.

“**Clearstream, Luxembourg**” means Clearstream Banking S.A.

“**CMVM**” means the *Comissão do Mercado de Valores Mobiliários*, the Portuguese Securities Market Commission.



“**CMVM Regulation**” means CMVM’s Regulation no. 2/2023 regarding covered bonds.

“**Common Representative**” means Citicorp Trustee Company Limited acting through its office at Citigroup Centre, Canada Square, Canary Wharf, London E14 5 LB, United Kingdom in its capacity as representative of the holders of the Covered Bonds pursuant to Article 28 of the Legal Regime of Covered Bonds in accordance with the Terms and Conditions and the terms of the Common Representative Appointment Agreement or any successor common representative appointed by a Meeting of the Holders of Covered Bonds.

“**Cover Pool**” means the pool of assets maintained by the Issuer and allocated to the issue of Covered Bonds under the Programme, held to the benefit of the Holders of Covered Bonds and the Other Preferred Creditors, and comprises the Primary Assets, the Substitution Assets and the Liquidity Assets, as specified in the Register.

“**Cover Pool Monitor**” means Ernst & Young Audit & Associados, SROC, S.A., a company incorporated under the laws of Portugal, member of the Portuguese Institute of Statutory Auditors (“*Ordem dos Revisores Oficiais de Contas*”), registered with the CMVM with registration number 20161480, with its registered office at Avenida da República, no. 90, 6<sup>th</sup>, 1600-206, in Lisbon, Portugal.

“**Cover Pool Monitor Agreement**” means the agreement dated 20 July 2023 entered into by and between the Issuer and the Cover Pool Monitor, as amended and restated.

“**Covered Bond**” means any conditional pass-through covered bond issued by the Issuer pursuant to the Legal Regime of Covered Bonds (or which have been originally issued pursuant to the Covered Bonds Law and to which the Legal Regime of Covered Bonds became applicable following the approval of the Programme by CMVM under the Legal Regime of Covered Bonds) in the form specified in the applicable Final Terms and “**Covered Bonds**” shall be construed accordingly.

“**Covered Bonds Law**” means the Portuguese legal framework applicable to the issuance of covered bonds, enacted by Decree-Law 59/2006, of 20 March 2006, as amended, which has been revoked by Decree-Law 31/2022, of 6 May.

“**CRR**” means Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and amending Regulation (EU) No 648/2012, as amended, including by Regulation (EU) 2019/2160 of the European Parliament and of the Council of 27 November 2019 amending Regulation (EU) No 575/2013 as regards exposures in the form of covered bonds.

“**Current Property Value**” means, in relation to a Property securing a Mortgage Credit, the updated Property Valuation of such Property (as described in subsection “*Valuation of Properties*” under chapter *Characteristics of the Cover Pool*).

“**DBRS**” means DBRS Ratings GmbH, which is established in the European Union and is registered under Regulation (EC) 1060/2009 (as amended). As such, DBRS Ratings GmbH is included in the list of credit ratings agencies published by the European Securities and Markets Authority on its website (<https://www.esma.europa.eu/supervision/credit-rating->



[agencies/risk](#)) in accordance with such Regulation.

**“Default of Payment Event”** means, in respect a Series of Covered Bonds, if such Series has not been repaid in full on its Maturity Date or on the following two Business Days, or if interest due under that Series has not been paid on any Interest Payment Date or on the following five Business Days. For the sake of clarity, a Default of Payment Event will only occur if the relevant repayment (or interest payment, as applicable) is not done by the end of the following two (or five, as applicable) Business Days mentioned above.

**“Euroclear”** means Euroclear Bank SA/N.V.

**“Expenses”** means the fees of and expenses due to the Common Representative, the fees of and expenses due to the Special Administrator, including any expenses incurred by the Special Administrator in connection with any actual or prospective disposals of Cover Pool assets, the fees of and expenses to cover for the maintenance and operating of the Reserve Account and the Programme Account, the fees and expenses of the Cover Pool Monitor, Covered Bonds listing costs and other costs that may be agreed and defined as **“Expenses”** for this purpose in the agreements entered into in connection with the Programme.

**“Extension Legal Requirements”** means the legal requirements applicable to an extension of maturity of covered bonds, as foreseen in Article 21(1) and (2) of the Legal Regime of Covered Bonds.

**“Extended Maturity Date”** means the date so specified in the applicable Final Terms, extending the maturity of the relevant Series of Covered Bonds if the conditions set out in Condition 6.7 (*Extension of Maturity up to Extended Maturity Date*) are met.

**“Extension Cessation Date”** has the meaning given in Condition 6.7(E).

**“Extension Legal Requirements”** means the legal requirements applicable to an extension of maturity of covered bonds, as set out in article 21(1) and (2) of the Legal Regime of Covered Bonds.

**“Final Terms”** means, in relation to each Tranche, the applicable final terms attached to, or endorsed on, such Covered Bonds.

**“Fitch”** means Fitch Ratings Ireland Limited, which is established in the European Union and is registered under Regulation (EC) 1060/2009 (as amended). As such Fitch Ratings Ireland Limited is included in the list of credit ratings agencies published by the European Securities and Markets Authority on its website (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) in accordance with such Regulation.

**“Fixed Interest Period”** means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.



“**Hedging Contracts**” means the derivative contracts entered into by the Issuer in accordance with the Legal Regime of Covered Bonds for the purpose of hedging interest rates, exchange or liquidity risks in relation to the Cover Pool.

“**Hedge Counterparties**” means the party or parties that, from time to time, will enter into Hedging Contracts with the Issuer in accordance with the Legal Regime of Covered Bonds (and the relevant terms of Article 129 of the CRR).

“**Independent Adviser**” means an independent financial institution of international repute or other independent financial adviser experienced in the international debt capital markets, in each case selected and appointed by the Issuer.

“**Insolvency Event**” has the meaning given to it under Condition 9.1 (*Insolvency Event*).

“**Interbolsa**” means Interbolsa - Sociedade Gestora de Sistemas de Liquidação e de Sistemas Centralizados de Valores Mobiliários, S.A., as operator of the Central de Valores Mobiliários.

“**Interbolsa Participant**” means any authorised financial intermediary entitled to hold control accounts with Interbolsa on behalf of their customers and includes any depository banks appointed by Euroclear and Clearstream, Luxembourg for the purpose of holding accounts on behalf of Euroclear and Clearstream, Luxembourg.

“**Interest Amount**” means, as applicable, the amount of interest payable on the Floating Rate Covered Bonds in respect of each Specified Denomination, calculated by the Calculation Agent pursuant to Condition 4 (*Interest*).

“**Interest Payment Date**” means the date specified as interest payment date in the Final Terms of a Series of Covered Bonds and, upon the occurrence of an Issuer Event, the first Business Day of each month, following such occurrence, for all the outstanding Series or for all the applicable Series in case of a Default of Payment Event.

“**Issuer Event**” means a License Revocation Event or a Default of Payment Event.

“**Legal Regime of Covered Bonds**” means the Portuguese legal regime applicable to the issuance of covered bonds, annexed to Decree-Law 31/2022, of 6 May 2022 (transposing Directive (EU) 2019/2162 of the European Parliament and of the Council of 27 November 2019 on the issue of covered bonds and covered bond public supervision and amending Directives 2009/65/EC and 2014/59/EU), as amended from time to time.

“**License Revocation Event**” means the revocation of the Issuer’s authorisation as a credit institution by its competent banking supervisory authority (being the European Central Bank and/or the Banco de Portugal, acting individually or jointly, and including any successor) and leading to the mandatory liquidation of the Issuer;

“**Liquidity Assets**” means the assets which may compose the Liquidity Buffer in accordance with the Legal Regime of Covered Bonds, as described below:

- a) Assets qualifying as level 1, level 2A or level 2B assets pursuant to the applicable delegated regulation adopted pursuant to article 460 of the CRR, that are valued in accordance with such regulation, and are not issued by the





issuing credit institution itself, its parent undertaking, unless it is a public sector entity that is not a credit institution, its subsidiary or another subsidiary of its parent undertaking or by a securitisation special purpose entity with which the credit institution has close links; and

- b) Short-term exposures to credit institutions that qualify for credit quality step 1 or 2 (as defined in the CRR), or claims, including deposits, that are short-term to credit institutions that qualify for credit quality step 1, 2 or 3 (as defined in the CRR), in accordance with article 129(1)(c) of the CRR, provided that any such assets comply with any applicable requirements under paragraph (A) (*Eligible Assets*) of Condition 14.2 (*Issuer Covenants*), subject to Condition 14(1)(iii).

For the avoidance of doubt: (i) on the date hereof the Reserve Account Bank is an eligible credit institution pursuant to b) above; (ii) provided that the requirements under b) above are met, the assets under b) above can include short term deposits held with the Issuer and/or with the Banco de Portugal, in each case segregated and allocated to the Cover Pool as part of the Liquidity Assets; and (iii) uncollateralised claims from exposures considered in default pursuant to article 178 of the CRR cannot be considered as Liquidity Assets.

**“Liquidity Buffer”** means the liquidity buffer included in the Cover Pool in accordance with article 19 of the Legal Regime of Covered Bonds.

**“Maturity”** means the final legal maturity of any outstanding Covered Bonds, Primary Assets, Substitution Assets and Liquidity Assets, as applicable;

**“Maturity Date”** means the maturity date of a Series of Covered Bonds, as specified in the applicable Final Terms.

**“Moody's”** means Moody's Investors Service España, S.A., which is established in the European Union and is registered under Regulation (EC) 1060/2009 (as amended). As such, Moody's Investors Service España, S.A. is included in the list of credit ratings agencies published by the European Securities and Markets Authority on its website (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) in accordance with such Regulation.

**“Mortgage”** means, in respect of any Mortgage Credit, the charge by way of legal mortgage over the relevant Property together with all other encumbrances or guarantees the benefit of which is vested in the Issuer as security for the repayment of that Mortgage Credit.

**“Mortgage Credit”** means the pecuniary credit receivables granted by the Issuer secured by a Mortgage which is registered as being comprised in the Cover Pool for the amount and with the characteristics required to be met pursuant to the Legal Regime of Covered Bonds, provided that it complies with any applicable requirements under paragraph (A) (*Eligible Assets*) of Condition 14.2 (*Issuer Covenants*).

**“Net Liquidity Outflows”** means, in respect of any given day, all payments outflows falling due on that day, including



principal (if applicable, as it will only be considered due for this purpose on the relevant Extended Maturity Date) and interest payments under the Covered Bonds, any Owed Hedging Payments and any Expenses, net of all payments inflows falling due on the same day for assets in the Cover Pool.

**“Non-Performing Mortgage Credits”** means, with respect to a Mortgage Credit, that such Mortgage Credit:

- (a) is in the course of being foreclosed or otherwise enforced; or
- (b) has one or more payments of principal or interest payable on the related credit in arrears and those payments relate to a period of 90 days or more.

**“Original Reference Rate”** means the benchmark or screen rate (as applicable) originally specified for the purpose of determining the relevant Rate of Interest (or any relevant component part(s) thereof) applicable to the Covered Bonds in respect of any Interest Period(s).

**“Other Preferred Creditors”** means the Hedge Counterparties (who benefit of a special creditor privilege (*privilégio creditório especial*) and of an interest in the autonomous estate (*património autónomo*) relating to the Cover Pool).

**“Overcollateralisation Percentage”** has the meaning given in Condition 14.1 (*Maintenance of overcollateralisation*).

**“Owed Hedging Payments”** means any payments owed by the Issuer due to the relevant hedge counterparties under the Hedging Contracts.

**“Paying Agents”** means the paying agents named in the Agency and Payments Procedures together with any successor or additional paying agents appointed from time to time in connection with the Covered Bonds under the Agency and Payments Procedures.

**“Portuguese Companies Code”** means the commercial companies code approved by Decree-Law 262/86, of 2 September 1986, as amended.

**“Portuguese Securities Code”** means Decree-Law 486/99, of 13 November 1999, as amended.

**“Primary Assets”** means the dominant cover assets that determine the nature of a cover pool of covered bonds, under the Legal Regime of Covered Bonds. In particular in respect of the Cover Pool, the Primary Assets are Mortgage Credits, corresponding to the type of assets set out in article 129(1), paragraphs (d) and (f) of the CRR.

**“Programme”** means the €5,000,000,000 Conditional Pass-through Covered Bonds programme of the Issuer established on 14 July 2016 in accordance with the Covered Bonds Law for the issuance of Covered Bonds by the Issuer and as converted on 20 July 2023 for the issuance of “European Covered Bond (Premium)” in compliance with the Legal Regime of Covered Bonds, and as updated from time to time.

**“Programme Account”** means the cash account to be held with a counterparty with credit ratings sufficiently high to satisfy



the criteria of the Rating Agencies, and in any case not lower than the minimum rating and any criteria required by the Legal Regime of Covered Bonds and article 129 of the CRR. The Programme Account, and any balance to the credit thereof, will form part of the Cover Pool and be subject to the same legal requirements and legal regime as any Primary Assets, Substitution Assets or Liquidity Assets which are part of the Cover Pool.

**“Programme Resolution”** means any Resolution directing the Common Representative to accelerate the Covered Bonds pursuant to Condition 9 (*Events of Default and Enforcement*) or directing the Common Representative to take any enforcement action and which shall only be capable of being passed at a single meeting of the Holders of Covered Bonds of all Series then outstanding.

**“Property”** means, in relation to any Mortgage Credit, the property upon which the repayment of such Mortgage Credit is secured by the corresponding Mortgage and **“Properties”** means all of them.

**“Property Valuation”** means, in relation to any Property the amount determined as such Property’s market value (which means, in accordance with point (76) of article 4(1) of the CRR, the estimated amount for which the Property should exchange on the date of valuation between a willing buyer and a willing seller in an arm’s-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion), in accordance with the most recent independent valuation of such Property, at the time or after the relevant Mortgage Credit was originated, in accordance with the Legal Regime of Covered Bonds and article 208 of the CRR, provided that, in accordance with the foregoing, the Issuer may use statistical methods to monitor the value of the Property and identify if it needs revaluation.

**“Rating Agencies”** means Moody’s and Fitch.

**“Register”** means the register of the Cover Pool and associated collateral maintained by the Issuer in accordance with the Legal Regime of Covered Bonds and CMVM’s Regulation no. 2/2023.

**“Regulation S”** means Regulation S under the US Securities Act.

**“Relevant Date”** means the date on which a payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Holders of Covered Bonds in accordance with Condition 11 (*Notices*).

**“Relevant Nominating Body”** means, in respect of an Original Reference Rate:

- (a) the central bank for the currency to which the Original Reference Rate relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the Original Reference Rate; or
- (b) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (A) the central bank for the currency to which the Original Reference Rate relates, (B) any central bank or other supervisory authority



which is responsible for supervising the administrator of the Original Reference Rate, (C) a group of the aforementioned central banks or other supervisory authorities or (D) the Financial Stability Board or any part thereof.

“**Relevant Screen Page**” has the meaning ascribed to it in the Final Terms.

“**Reserve Account**” means the cash account held with a counterparty with credit ratings sufficiently high to satisfy the criteria of the Rating Agencies, and in any case not lower than the minimum rating and any criteria required by the Legal Regime of Covered Bonds and Article 129 of the CRR, being the Accounts Bank, and the operation of which shall be governed by Conditions 5.5 (*Reserve Account*) and 6.8 (*Pass-through Provision*) and the Reserve Account Agreement. The Reserve Account, and any balance to the credit thereof, will form part of the Cover Pool and be subject to the same legal requirements and legal regime as any Primary Assets, Substitution Assets or Liquidity Assets.

“**Reserve Account Agreement**” means the agreement so designated entered into between the Issuer and the Reserve Account Bank in relation to the creation, operation and maintenance of the Reserve Account, on or about 7 July 2016, as amended and/or supplemented and/or restated from time to time (including a Deed of Novation dated on or about 7 September 2020, and the amendment and restatement dated 20 July 2023).

“**Reserve Account Bank**” means Elavon Financial Services DAC, a Designated Activity Company registered in Ireland with the Companies Registration Office, registered number 418442, with its registered office at Block F1, Cherrywood Business Park, Cherrywood, Dublin 18, Ireland, D18 W2X7, acting through its UK Branch (registered number BR020005) from its offices at 125 Old Broad Street, London, Fifth Floor, London EC2N 1AR under the trade name U.S. Bank Global Corporate Trust Services, acting in its capacity as bank at which the Reserve Account is held. Under a Deed of Novation dated on or about 7 September 2020, from 25 September 2020 the Reserve Account Bank contractual position was novated to Elavon Financial Services DAC (described above), acting through its office in Ireland, and the definition of Reserve Account Bank shall be interpreted accordingly.

“**Reserved Matter**” means any proposal: (i) to change any date fixed for payment of principal or interest in respect of the Covered Bonds of all or of a given Series, (ii) to reduce the amount of principal or interest due on any date in respect of the Covered Bonds of all or of a given Series or to alter the method of calculating the amount of any payment in respect of the Covered Bonds of all or of a given Series on redemption or maturity; (iii) to effect the exchange, conversion or substitution of the Covered Bonds of all or of a given Series, or the conversion of such Covered Bonds into, shares, bonds or other obligations or securities of the Issuer or shares, bonds or other obligations or securities of any other person or body corporate formed or to be formed; (iv) to change the currency in which amounts due in respect of the Covered Bonds of all or of a given Series are payable; (v) to alter the priority of payment of interest or principal in respect of the Covered Bonds of all or of a given Series; or (vi) to amend this definition.

“**Resolution**” means a resolution adopted at a duly convened meeting of Holders of Covered Bonds and approved in



accordance with the applicable provisions.

**“Securities Act”** means the United States Securities Act of 1933, as amended.

**“Special Administrator”** means such entity as appointed by the CMVM, in case of a License Revocation Event, pursuant to the Legal Regime of Covered Bonds to manage in the place of the Issuer the Cover Pool, which shall be separated from the Issuer’s insolvency estate, all in accordance with the Legal Regime of Covered Bonds.

**“Stock Exchange”** means Euronext Lisbon or any other stock exchange where Covered Bonds may be listed as per the relevant Final Terms.

**“Substitution Assets”** means the cover assets that contribute to the coverage requirements in relation to the covered bonds other than Primary Assets, under the Legal Regime of Covered Bonds, provided that they comply with the relevant requirements foreseen in Article 129 of the CRR.

**“TARGET Day”** means any day on which the T2 System is open.

**“Successor Rate”** means the rate that the Independent Adviser or, as the case may be, the Issuer determines is a successor to, or replacement of, the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

**“T2 System”** means the Trans-European Automated Real-time Gross Settlement Express Transfer System or any successor or replacement for that system.

**“Tax”** shall be construed so as to include any present or future tax, levy, impost, duty, charge, fee, deduction or withholding of any nature whatsoever (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) imposed or levied by or on behalf of any Tax Authority and **“Taxes”, “taxation”, “taxable”** and comparable expressions shall be construed accordingly.

**“Tax Authority”** means any government, state, municipal, local, federal or other fiscal, revenue, customs or excise authority, body or official anywhere in the world exercising a fiscal, revenue, customs or excise function including the Portuguese Tax Authorities.

**“Tax Deduction”** means any deduction or withholding on account of Tax.

**“Terms and Conditions”** means in relation to the Covered Bonds, the terms and conditions to be endorsed on the Covered Bonds and any reference to a particular numbered Condition shall be construed in relation to the Covered Bonds accordingly.

**“Total Target Reserve Amount”** has the meaning given in Condition 5.5 (*Reserve Account*).