



EST. 1833

BANCO CARREGOSA

Information

Constituent part of the Contract for Opening an Account

In compliance with the legal obligations for providing information as part of the agreed-to services with Clients, the Bank hereby gives information regarding services provided for investment in financial instruments, their associated risks and regarding the policies adopted for managing conflicts of interests and for the execution and transfer of orders, policies issued pursuant to Directive 2004/39/CE dated 21 April 2004, regarding the Financial Instruments Market ("DFIM"), and with the national legislation which implements it and which is applicable to the Bank.

The information provided shall, at least, be supplemented by consulting the Internet website of the Bank of Portugal (www.bportugal.pt) and that of the *Comissão do Mercado de Valores Mobiliários* (Portuguese Securities Market) (www.cmvm.pt).

The Bank is available to provide any additional information or clarifications that shall be requested by the Client, as well as to provide a hard copy of the present document.

The present information is a constituent part of the Contract for Opening an Account, as entered into between the Bank and the Client, explaining the features regarding services and financial instruments, while supplementing the rights and obligations of the parties hereto, as set forth under the General Conditions for Opening an Account and under the Special Conditions, and the Bank may carry out amendments as set forth under the aforementioned contract conditions.

- (I) Information regarding the Bank, services and financial instruments
- (II) Risks of Services and Financial Instruments
- (III) Policy for Managing Conflicts of Interests
- (IV) Policy for the Execution and Transfer of Orders

(I) Information regarding the Bank, Services and Financial Instruments

A – Banco L.J. Carregosa, S.A.

Banco L.J. Carregosa S.A. is registered in the Company Records Office of Porto, under the single registry and tax number 503 267 015, with equity capital of EUR 20,000,000.00, and is registered at the Bank of Portugal under no. 235. It is a registered financial intermediary at the Portuguese Securities Exchange under no. 169 (12 January 1995) for providing the following services:

- i) Receipt, execution and transmission of instructions on behalf of others, in spot and forward markets.
- ii) Portfolio management on behalf of others.
- iii) Credit concession, including the loan of securities, to carry out securities operations participated in by the credit-conceding entity.
- iv) Opening and maintaining financial instrument registry and deposit accounts, currency exchange services and the rental of safe deposit boxes associated with the provision of investment services.
- v) Trading on its own behalf.
- vi) Investment consultancy.
- vii) Consultancy on capital structure, industrial strategy and associated matters, as well as mergers and acquisitions.
- viii) Underwriting in public offerings.
- ix) Placement in public offerings.

- x) Assistance in public offering of securities.
- xi) Management of collective real estate investment institutions.
- xii) Drafting of investment research, financial analysis / other recommendations.

1 Company Addresses and General Contacts:

Head-Office: Av. da Boavista n.º 1083, 4100-129 Oporto

General Phone: 00.351.226086460

Private Banking Contact: 00.351.226086464

GoBulling Client Assistance: 00.351.213232960/
808102020

E-mail: info@bancocarregosa.com

The Bank's **Internet** websites:

www.bancocarregosa.com Site that provides institutional information, allows online account opening, the use of online banking and online trading using GoBulling web platform.
Informative site about GoBulling Pro platform which enables the simulation version download.

2 Channels for communication between the Client and the Bank.

Without prejudice to the aforementioned addresses, the following are available for the establishment of contacts/communications between Clients and the Bank:

- i) General information requests: 00.351.226086460
- ii) Information regarding open accounts/operations: 00.351.226086460
- iii) The transfer of transaction orders/ Investor Support: 00.351.213232950

B – The Provision of Investment Services: Contracts and Providing Information.

By virtue of the legal requirement, the provision of financial instruments investment services to non-professional (or "non-qualified") investors is subject to entering into a written contract, in accordance with the set of terms adopted, from time to time, by the Bank. As contractually provided for, the Bank may subcontract services.

The Bank shall provide Clients with information regarding their accounts, including transactions occurring therein and their balances in financial instruments and in cash, by sending them bank statements in accordance with the terms and as per the form provided for under the contract entered into with each Client. Without prejudice to sending information reports, the Client may, at any time, request, in writing, those clarifications and information he shall deem necessary, and shall address the corresponding request to the Bank, as he shall be subject to the applicable price list conditions.

The contracting of services as well as communication with Clients, therein including the provision of mandatory or optional spoken or written information, are all carried out in Portuguese. In a non-binding manner, the Bank may also provide information in other languages, insofar as it has the resources at its disposal to do so.

The provision of contracted services, therein including the mandatory or optional, periodic or occasional provision of information, as well as other services, shall all be subject to

the conditions of the Bank's price list which shall be in effect, from time to time, without prejudice to the establishment of special conditions.

C – Protection of Clients' financial instruments and money held by the Bank

The Bank participates in the Deposit Warranty Fund (DWF) which is operated by the Bank of Portugal (created under the General System for Credit Institutions and Financial Companies), which aims to ensure the reimbursement of each depositor's full value of cash balances, subject to a maximum limit and in accordance with specific conditions, should the deposits from the respective credit institution become unavailable. The Deposit Guarantee Fund guarantees the reimbursement up to a limit of 100.000,00 Euros per depositor.

The Bank is a member of the Investor Indemnity System (IIS) which is operated by the Portuguese Securities Market, ensuring the coverage of credits associated to a participating entity in the case of the former's financial incapacity to, in accordance with applicable legal and contractual conditions, reimburse or restore to investors the funds that are due to them or that belong to them and which are specifically allocated to investment operations, or that are held, administered or managed on their behalf as part of investment operations.

The operating rules of DWF and IIS, particularly in the scope of coverage, limits and exclusions, can be obtained, respectively, from Fundo de Garantia de Depósitos (www.fgd.pt) and from CMVM (www.cmvm.pt).

D – Price list – commissions, costs and expenses of services/operations on financial instruments

The operations and services requested by Clients shall involve the application of the Bank's price list conditions, in observance with the general contractual conditions or special contracted conditions between the Bank and the Client, for each service or type of operation.

The Bank shall, from time to time, make available information regarding the general conditions pertaining to applicable commissions, costs and expenses.

E – Complaints from investors

The Bank has a service intended for assessing complaints submitted by Clients.

The Client may make his complaint in writing and address it to the Bank, or orally to any one of the Bank's employees, who shall set such a complaint in writing. The complaint shall be assessed by the Bank's board of directors, which shall decide with regard to the Client's claim within 15 days, and which shall promptly inform the Client regarding its assessment or decision. This period may be extended as needed, for obtaining additional elements that may be indispensable for the decision, namely consultation with market bodies, which shall include supervisory authorities, in which case this shall be made known unto the Client. The Client, if he so wishes, may also submit his complaint to the Bank of Portugal or to the CMVM, via resources and contacts made available, respectively, at www.bportugal.pt and www.cmvm.pt.

F – Tied agents

When conducting its business, the Bank has, in its employ, service engagers legally known as "Tied agents," who can be identified at the following address: www.cmvm.pt.

(II) Risks of Services and Financial Instruments

The Client shall be aware of risks inherent to the services as well as of the performance of operations on financial instruments, which shall vary depending on the nature or type of financial instruments, and some operations may involve

loss of the entire capital invested or even more than that, thereby producing additional monetary obligations.

The Client acknowledges the importance of obtaining more detailed information, without prejudice to being able to request, from the Bank, additional information with regard to specific risks in the transaction of services and financial instruments he shall see fit.

The Client shall also become aware of the importance of consulting other documents, where the aforementioned risks originating in suitable bodies, especially the "Investor's Guide" as prepared by the supervisory authorities (CMVM) and available at their Internet website (www.cmvm.pt).

The risks pertaining to the various types of financial instruments occur in every operation conducted thereupon, whether as part of the provision of service pertaining to receiving, carrying out or conveying transaction orders given by the Client to the Bank, or as part of the execution, on the part of the latter, of a mandate for managing the Client's financial instruments portfolio, or even as part of conducting operations as part of the loan granted by the Bank.

Different types of financial instruments involve different levels of risk exposure and might not be suited to the Client's specific circumstances or to his desire for risk. The Client shall not carry out transactions with any type of instrument considered to be complex, such as warrants, derivative instruments such as futures or options or contracts for difference (CFDs), unless the Client feels he understands their nature and agrees to incur the potential risk level. The Client shall be aware that the act of conducting operations on derivative financial instruments, namely, futures and options, involves constant monitoring and vigilance of his position, and that these instruments comprise high risk if not properly managed, where a profit can quickly become a loss resulting from price variations.

The transaction of derivative financial instruments also involves the risk of the Bank or the entity that manages the market closing in advance, on behalf of the Client, all of his positions in the said market if the said Client does not provide the Bank with the necessary resources for compliance with all of the obligations resulting from conducting operations on this type of instruments, namely: setting up and updating, with the managing entity, margins and other guarantees that shall correspond to those contracts registered on the Client's behalf; payment for daily adjustments of profits and losses, of the carrying out of operations inherent to settling when contracts registered on the Client's behalf expire; the payment of premiums, rates and commissions owed for operations carried out on his behalf. As a result, when contracting services involving orders aimed at such instruments, the Client shall provide the Bank with a firm and irrevocable authorization to close all contracts registered in his account, in the event of non compliance with any of the obligations resulting from its intervention on the market. However, the Bank shall not be held responsible for any damage if the positions are not closed.

Operations on CFD's, as ordered through the Bank, are conducted outside a regulated market, where the counterpart to this is a set of duly entitled financial intermediaries who also require the setup and maintenance of margins similarly to the description given for derivative financial instruments traded in a regulated market, and, in addition, there may be a risk of early closure of position. Indeed, such an early closure is provided for under the transaction conditions, which expresses the possibility that the financial intermediary may consider the existence of exceptional or emergency conditions on the market, which shall include momentary or definitive suspension of a given market, abandonment or non-compliance with a given event associated with the quotation

by the said financial intermediary, the occurrence of excessive operations in terms of a given transaction in the margin and/or in the underlying market, or merely anticipation of this same operation by the financial intermediary. In such cases, the financial intermediary may increase his margin requirements, close one or all positions traded with the margin still open, and/or suspend or modify the application of a transaction condition of the instrument, including the change of the last possible moment to trade a certain instrument, owing to the fact that compliance, on the part of the financial intermediary, with the corresponding coverage has become impracticable.

The adverse evolution of market conditions, as well as the occurrence of unforeseeable circumstances, force majeure, or the interruption, suspension or exclusion of the trading of financial instruments, as well as any inaccuracy in the information provided, or any other delays, inaccuracies, errors, interruptions or omissions in the services provided which shall not be ascribable to fraud or serious misconduct on the part of the Bank or of any of the employees thereof, may result in the risk of the Client having to bear damages for which the Bank shall not be held responsible.

The Bank's act of holding the Client's financial instruments or money, for reasons justified by the operability inherent to the execution of the operations ordered or requested of the Bank by the Client, may result in the possibility of these assets being held by third parties (v.g. financial intermediaries, centralized settlement or compensation schemes) to which the Bank may have to resort, either by legal or operational imperative, while being forced, pursuant to the elements that are reasonably at its disposal, to safeguard the suitable condition of such third parties. Without prejudice thereto, the act of holding assets by such third parties may or may not occur in an overall account, while being subject to the risks, namely resulting from eventual difficulties in identifying or segregating the assets of the various holders, from the exercise, on the part of such third parties, of rights on the assets (v.g. compensation rights), and even resulting from a situation of insolvency or bankruptcy, pursuant to applicable law. The Bank shall only be responsible for damage incurred by its Clients, in the event of fraud or serious misconduct in creating or filing the facts producing the damage that shall occur within the sphere of the aforementioned third parties.

Different instruments involve different levels of risk exposure and, therefore, might be unsuited to the Client's circumstances or to his desire for risk. The Client shall not trade in any of the instruments set forth below, unless he is sure that he understands their nature and the dimension of the potential risk.

The Client must also be sure that the instrument is appropriate, within the context of his financial circumstances and desired level of risk exposure. This document might not point out all the risks and other significant aspects of financial instruments wherein the Bank may trade on behalf of the Client. Nor does this document constitute any counseling or consulting that the Bank may provide the Client with.

With regard to warrants and derivatives, and in view of their intrinsic complexity, this document cannot show all the risks and other significant aspects of the warrants and/or derivative products, such as futures, options, and contracts for difference (CFDs). The Client shall not trade in these products, unless he understands their nature and the extent of their risk exposure. The Client shall also be sure that the product is appropriate for him, in light of his specific circumstances and financial situation. Certain strategies, such as 'spread' or 'straddle' positions, may be as risky as a simple 'long' or 'short' position. Although the warrants and/or derivative instruments may be used for managing the risk of investment, some of these products are inappropriate for

many investments. Different instruments involve different levels of risk exposure, and, in the decision regarding investment in these instruments, the Client shall be aware of the items described below.

1 Characterization of the various Financial Instruments and related risks.

1.1. Warrants

1.1.1. A warrant is a right limited at the time of subscribing to shares, bonds, share loans or public debt, which can be exercised against the original issuer of underlying securities. A relatively small change in the price of the underlying asset results in a disproportionately large, favorable or unfavorable change in the price of the warrant. The prices of the warrants may, therefore, be volatile.

1.1.2. For those considering the acquisition of warrants, it is essential that they understand that the right of subscription that the warrant confers is invariably limited in time, with the result that, if the investor does not exercise this right during the preset time period, then the investment may end up being of no value.

1.1.3. The Client must not acquire a warrant unless he is prepared to sustain the loss of the amount invested, plus commissions or other transaction costs. There are also other documents that are called warrants but which, in fact, options (for example, the right to acquire securities but which can be exercised against an entity that is different from the original issuer of such securities, very often bearing the designation 'covered warrants').

1.1.4. Transactions involving warrants traded outside the stock market may entail a greater risk than a transaction of warrants trading in organized markets, since there is no organized market whereby the Client may liquidate his position, or determine the value of the warrant or the risk exposure thereof. There might not be prices for buying and selling offers, and even where such prices do exist, they shall be determined only via intermediaries specializing in such instruments, and, as a result, it may be difficult to establish a fair price for the instrument.

1.2. Futures

1.2.1. Futures contracts are contracts that are standardized for buying and selling underlying assets on a given date in the future (delivery date) at a given price (the price in the future). Once entered into, the contract requires the parties thereto to buy/sell pursuant to the terms of the contract.

Even though the Client may achieve considerable financial gains with futures contracts, there is a high level of risk associated with these:

i) Non-compliance with the contract, on the part of the holder of the futures position prior to the delivery date shall require compensation of his position, which may entail considerable financial costs.

ii) It is possible for the Client to achieve considerable losses if the settlement price (the price of the underlying asset on the delivery date) of the underlying asset has increased to an amount above the previously determined future price, owing to circumstances that are potentially unforeseen right from the outset. The Client may place contingency order, such as 'stop-loss' orders or 'stop-limit' orders, which shall not necessarily limit the Client's losses to the desired amounts, since market conditions at the trading site where they are placed could make carrying out such orders impossible; and

iii) Futures contracts contain potential obligations and comprise the margin risk, which are explained in greater detail under paragraph 2.4. The high degree of leverage which is very often achieved trading futures, due to reduced margin requisites, may work out either in favor or against the Client. In particular, the Client may be required to make a set of

payments on account of the acquisition price instead of the overall payment of the contract's acquisition price.

1.3. Options

1.3.1. There are many different types of options with different characteristics, subject to the following conditions:

i) **Buying Options:** The acquisition of options involves less risk than the sale of options because, if the price of the underlying asset evolves unfavorably for the Client, the Client may simply not exercise the option, thereby enabling it to expire. The maximum loss is limited to the premium amount paid, plus any commission or other trading costs paid. However, if the Client buys a call option in a futures contract, and, later on, the Client decides to exercise that option, the Client shall acquire the future. This will expose the Client to the risks described under the topic 'Futures' and 'Marginal Trading'.

ii) **Selling Options:** If the Client sells an option, the risk involved is considerably greater than for buying the option. The Client may be held responsible for constituting margins for maintaining the position, as he may incur in a loss that is quite a bit higher than the premium received. When selling an option, the Client agrees to the legal obligation to buy or sell the underlying asset, if the option is exercised by the buyer against the Client, regardless of how much the market price shall diverge from the exercising price. If the Client already owns the underlying asset which he agreed to sell (in this case, the options bear the designation 'covered call options'), the risk is lower. If the Client does not own the underlying asset ('non-covered call options'), there is unlimited risk. Only experienced people should consider the sale of non-covered options, and even then, only after being sure of all the details regarding applicable conditions and potential risk exposure.

iii) **'Traditional' Options:** Certain financial intermediaries who are members of the London Stock Market, acting under special market rules, sell a particular type of options called 'traditional options.' These may involve higher risk compared to other options. Buying and selling prices are not normally traded on the market, and there is no organized market where one can close an open position or carry out a similar opposite signaling operation to reverse an open position. It may be difficult to determine its value, or for parties selling such an option to manage their risk exposure.

1.3.2. Certain options markets work on the basis of constituting margins (see paragraph 2.4), whereby buyers do not pay the full amount of the premium on that option at the time of buying it. In such a situation, the Client may subsequently be asked to pay the margin on the option up to the value of the corresponding premium. If the Client does not do as required, his position may be closed or liquidated, just like with a futures position.

1.4. Contracts for Difference (CFDs)

1.4.1. A contract for difference ("CFD") is an agreement between two parties aimed at exchanging the difference between the opening price and the closing price of the contract at the close of the contract, multiplied by the number of units of the underlying element specified in the contract. Such contracts are derivative instruments that allow the Client to speculate on the price changes of underlying assets, without having to own them. The fluctuation may be in the value or in the price of an asset, or by reference to an index. The differences in settlement are carried out via financial payments, instead of via the handover of actual goods or securities. Futures contracts or options may also be classified as contracts for difference.

1.4.2. CFDs comprise a high risk level for the Client's capital, and neither the capital nor the yield is guaranteed. Given that the financial result is determined by changes in the price of the total value of the contract, gains or losses may quickly surpass the original deposit. In particular, the Client may lose

a value that is higher than the amount that was originally invested, since the Client is responsible for the total value with which he speculates. The Client shall be obliged to maintain a certain margin level, and he may need to add on further margins within a short period of time if market prices move against the Client (see paragraph 2.4). If the Client does not do so within the stated period, the Client's position may be liquidated with losses, and the Client shall be responsible for the resulting debt.

1.4.3. The investment in a contract for difference entails the same risks as the investment in a future or in an option, whereof the Client needs to be aware, as described under paragraphs 1.2 and 1.3, respectively. Transactions in contracts for difference may also involve liability not relating to property rights, and the Client shall be aware of their implications, as described under paragraph 2.4.

1.5. Shares

1.5.1. A share is a right that the member of a company holds on a proportion of the corresponding capital. The price of a share may increase or decrease and, therefore, the Client lose his capital. However, most companies have a limited number of shares, thereby enabling the Client to limit his obligations to the amount paid for (or owed on) the shares, in the event a company should become insolvent. A share's performance may be influenced by a set of risk factors beyond their control of the company in question. Such factors may include financial performance and the company's outlook, performance and outlook for the sector wherein the company intervenes, and the financial and capital market conditions – particularly in the market where the company is traded.

1.5.2. There is an additional risk of financial loss when shares are acquired in smaller companies, including shares in companies with little market liquidity. There is a large difference between the purchase price and the selling price of such shares, and, if the Client needs to sell shares quickly, he may only receive an amount that is much lower than what he paid for them. The price may rise or fall very rapidly.

2 Other Transaction Risks

2.1. Non-readily realizable investments

When investments include assets other than those that are or that will be admitted to trading in official markets in an AEE member country, or securities that are regularly traded in, or pursuant to the rules of, a regulated market in an AEE member country, the Client acknowledges and agrees that there is no guarantee that the market's creators are willing to trade such assets, or that suitable information is not available for determining the current value of the investment.

2.2. Exchange risk

The Client agrees and acknowledges that, if a debt in one currency is covered by an asset in a different currency, and change in exchange rates may have a favorable or unfavorable effect on the profit or loss assigned to an investment, separate from and additional to the profit or loss in the currency wherein the investment is denominated.

2.3. Transaction of derivatives outside the stock market

It might not always be noticeable whether the transaction on a given derivative is carried out in a stock market or in a transaction of derivatives outside the stock market. While some markets outside the stock market show high liquidity, transaction in derivatives outside the stock market, or 'non-transferable' derivatives, may involve a higher risk than the investment in derivatives in official markets, due to the non-existence of an organized market where an open position can be closed. The following might not be possible: the liquidation of an existing position, the assessment of the value of a position resulting from a transaction outside the stock market, or risk exposure. Buying and selling prices do not necessarily

have to be available, and even when they exist, they shall be determined only by intermediaries specializing in these instruments and, consequently, it may be difficult to determine a fair price.

2.4. Marginal trading

Liabilities not relating to property rights, resulting from the transaction of derivative instruments, which are registered in marginal accounts, require the Client to make a set of payments on the purchase value, instead of paying the full purchase price forthwith. If the Client trades futures, contracts for difference, or sells options, the Client may have to bear the total loss of the margin deposited at the Bank, in order to open or maintain his position. If the market moves against the Client, he shall be called upon to deposit an additional margin within a short period of time, in order to maintain his position. If the Client does not do so within the stated period, the Client's position may be liquidated with losses, and the Client shall be responsible for the resulting debt. Even if a transaction does not imply the constitution of margins, nevertheless, under certain circumstances, this may include the obligation to make additional payments on top of the amount originally paid by the Client when the contract was entered into.

2.5. Collateral

If the Client deposits collateral at the Bank as a guarantee, the way this is dealt with may vary depending on the type of transaction and where it is carried out. There may be significant differences in the treatment of the Client's collateral, depending on whether the Client is trading in an official market, with the enforcement of market rules (and of the related clearing house), or if he is trading outside the stock market. The deposited collateral may lose its identity as property of the Client, as soon as transactions are undertaken in his name. Even if the Client's transactions are ultimately shown to be lucrative, the Client might not get back the same assets he has deposited, and he may have to accept a cash payment. The Client shall confirm with the Bank as to the way his collateral may be dealt with.

2.6. Commissions

Prior to the start of trading, the Client shall obtain all the details regarding commissions and other charges for which he shall be responsible. If there are charges that are not expressed in monetary units (rather, for example, as a percentage of the contract value), the Client shall obtain a clear, objective explanation, including relevant examples, so as to be able to determine what the said charges might represent, in monetary terms. In the case of futures, when the commission is calculated as a percentage, it shall normally be as a percentage of the contract value, and not merely as a percentage of the Client's original payment.

2.7. Suspensions of Trading

Under certain trading conditions, it may be difficult or impossible to liquidate a position. Such a situation may occur, for example, during periods of sudden changes in prices, and if the price rises or falls during a trading session, in such an amount that, under the rules of the market in question, trading was suspended or restricted. The placing of a stop-loss order might not necessarily limit the Client's losses to the desired amounts, since market conditions may render impossible the execution of such an order, at the specified price.

2.8. Liquidation guarantees

In many organized markets, the execution of a transaction by the Bank (or a third party wherewith it is trading on behalf of the Client) is "guaranteed" by the managing entity or the clearing house. However, in many cases, this guarantee shall not be extended to the Client, and it might not protect the Client in the event the Bank or a third party does not comply with its obligations toward the Client. Upon request, the Bank

shall provide an explanation regarding any applicable protection that shall apply to the Client, pursuant to liquidation guarantees applicable to any trading of derivatives in organized markets. There is no clearing house for 'traditional' options, nor ordinarily for instruments traded outside the stock market.

2.9. Insolvency

Insolvency on the part of the Bank or of any other partner involved in the Client's transaction may lead to the possibility that the Client's positions can be liquidated without his express consent. Under certain circumstances, the Client might not receive the same assets handed over as a guarantee of collateral, and he may have to accept any other available cash payments.

(III) Policy for Managing Conflicts of Interests

In its operations, the Bank uses a conflict of interest management policy, which is based on a set of rules and procedures designed to prevent conflicts of interest arising between Clients and between Clients and the Bank, in particular, those relating to the provision of services of executing and transmitting instructions, portfolio management, credit concession for operations and the Bank's trading on behalf of clients. The above is verified by the Bank's interest in obtaining revenues from the provision of services, specifically commissions, loan interest and gains arising from own operations.

1 Introduction

This Policy is a complement to the Bank's general duty to act with integrity and impartiality, both towards its clients, and towards other parties.

It is the Bank's aim to operate always in a way that respects the integrity of the markets and always to put the interests of its clients first. This is a basic principle for the Bank, which is supported by other policies and procedures required by the regulations, including those that refer to the management of client instructions and to the suitability and appropriate nature evaluation policies.

To that end, the Bank does everything possible to resolve situations of conflict between the interests of two or more clients transparently, with consideration and equity, to ensure impartial treatment to the parties involved.

In the case of conflict of interests between Banco Carregosa or its staff on the one hand, and Clients on the other, priority should be given to the interests of clients.

The Bank records and files situations of conflicts of interest as they crop up.

2 Identification and general dissemination of the nature of potential conflicts of interest and their origins

The Bank identifies a set of circumstances that may constitute or give rise to a conflict of interests, which potentially but not necessarily may comprise a risk of material damage to the interests of one or more clients. Such risks take place if the Bank, or any other entity directly or indirectly controlled by the Bank, is liable to benefit from a gain, or avoid a loss, to the Client's disadvantage.

The circumstances identified are as follows:

- i) If the Bank issues investment and/or divestment recommendations through its Investment Research, Financial Analysis and Other Recommendations area ("Research"), on issuers to whom it provides other kinds of financial intermediation services;
- ii) The Bank, or its staff, may have to acquire, alter, or divest positions in financial instruments covered by a recommendation;
- iii) The Bank may have an interest in maximising the volumes transacted with a view to increasing the revenues from

commissions, which may be incompatible with the client's personal aim of minimising transaction costs;

iv) The partners to whom the Bank transmits instructions may have other interests distinct from those of the Bank and/or its clients;

v) The Bank's staff may have knowledge of outstanding client instructions to acquire or divest a high quantity of a specific financial instrument, with the Bank or its staff to anticipating the transaction themselves.

3 Conflicts of Interest and the Investment Research, Financial Analysis and Other Recommendations area

The Bank, regarding the Investment Research, Financial Analysis and Other Recommendations area ("Research"), adopts the means necessary to control conflicts of interest that this activity can originate, ensuring the objectivity of the investment and/or divestment recommendations, as well as the independence of their financial analysts. To that end, the Bank ensures the appropriate training and updating of the analysts for the professional and independent performance they are obliged to produce.

4 Procedures and controls

In order to avoid the risk of conflicts of interest and to strengthen its clients' confidence, the Bank defines procedures and controls, with the aim of:

a) Preventing conflicts of interest, including where necessary refusal to carry out an activity, operation or instruction.

b) Conducting its activities to ensure that the greater interests of the clients are followed and that strict confidentiality of information that can potentially create a conflict of interest is maintained between the different business units.

These procedures and controls include:

i) Physical separation between business units with potential conflicts of interest, as well as the prevention of unauthorised circulation of confidential information, or its use in activities that may jeopardise market integrity or client interests.

ii) Procedures ensuring the correct execution of the clients' instructions, particularly regarding allocation of assets or financial instruments, and priority given to clients' instructions regarding own portfolio transactions.

iii) Remuneration policies for the Bank's staff, specifically designed to prevent direct participation in the results of the transactions.

iv) Regulations for Executing Staff's Own Operations.

In cases in which the procedures implemented could not prevent conflicts from occurring, the Bank either will refuse to act, or, where allowed under confidentiality rules, will release the details or source of conflicts of interest to the client or to the potential client, so that the latter can take an informed decision on the options to take.

The Executive Committee of the Bank's Board is responsible for ensuring that the systems, procedures and controls are sufficient and adequate for identifying and managing conflicts of interest. The Departments of Compliance and Legal Affairs assist in identifying real or potential conflicts of interest.

(IV) Policy for the execution and transfer of orders

The "Instruction Execution and Transmission Policy" adopted by the Bank reflects its efforts to always provide its clients with the best conditions in supplying the services that it offers, namely in executing and transmitting its instructions.

The Bank has an instruction execution and transmission policy for execution, including the investment decisions within portfolio management, with a view to executing orders under the best conditions. The concern that has always guided the Bank's conduct in this area is to provide the best conditions for Clients in executing or transmitting its instructions, as in the case of investment decisions taken within portfolio

management. This is not new so much as explicit, but fulfils the obligation resulting from the legislation in place.

1 Scope

Banco Carregosa is deemed to be acting on behalf of its clients when:

i) It receives client instructions for execution;

ii) It receives client instructions for transmission to other entities;

iii) It issues instructions on behalf of its clients for execution by other entities or by Banco Carregosa itself, as a result of investment decisions taken on behalf of clients, as part of discretionary portfolio management service.

Banco Carregosa will not be acting on behalf of its clients, and consequently will not be subject to the duty of execution under the best conditions, when the transaction is made after the communication of a price by the Bank to the client, either at the client's request, or on an ongoing basis, regarding a specific financial instrument, and the client has decided to transact the financial instrument based on that price.

This instruction execution policy only covers the financial instrument instruction receipt and transmission service mentioned on Section C of Annex I of Directive no. 2004/39/EC, of the European Parliament and Council, of 21 April 2004 and applies to all the Clients classified as non-professional and professional, not applying to Clients classified as Eligible Parties.

2 Execution Criteria and Factors

As part of the execution of a buy or sell order, the following will always be considered:

- The client and his or her classification as investor;
- The nature of the instruction;
- The financial instruments that are the object of the order;
- The nature of the order's possible geographical trading location.

The progressing of the instruction will always aim to obtain the best conditions for the client, and thus different execution factors will be considered, such as:

- Price;
- Costs involved;
- Speed and likelihood of execution and settlement;
- Order volume;
- Nature or any other relevant consideration for the instruction's execution.

The price would normally be awarded high priority in obtaining the best result. Meanwhile, in certain circumstances, and for certain instructions, clients, financial instruments or markets, the decision may be reached that other execution factors may be more important than the price in obtaining the best result.

3 Instruction Transmission Methods

The Bank provides two kinds of electronic platform for communicating instructions to the bank. These are used depending on the type and complexity of the instruments intended for trade:

- The GoBulling Web platform, designed more for the trading of non-complex financial instruments traded on regulated markets (although it can also be used to trade products such as warrants or rights).
- The GoBulling Pro platform, which allows more complex products to be traded, such as CFDs on different assets, futures and other derivatives.
- If they wish, clients may also send their orders by telephone or other non-electronic means.

4 Execution and transmission locations

Instructions placed directly into the GoBulling Pro by clients are automatically transmitted to the Saxo Bank, which guarantees execution under the best conditions, in accordance with its execution policy which can be found on its

site at <http://www.saxobank.com>, and which the Bank can make available upon request.

All buy and sell orders for Stocks markets placed on the GoBulling Pro platform are forwarded by the Saxo Bank to other financial intermediaries, who, under the 'MiFID' directive, use "Best Execution" policies.

The GoBulling Pro platform uses international financial intermediaries which operate various execution policies, due to which received instructions are placed on the relevant markets for one day, irrespective of their expiry date, and are automatically renewed each day until their validity period expires or they are executed or cancelled.

Thus, using the trading GoBulling Pro platform:

i) The principle of "price-time priority" for orders that are carried over into the following sessions do not proceed.

ii) In the diffusion of real-time quotes, the theoretical opening, closing and auction price is not transmitted, although the orders sent are executed if compatible with the prices made.

For the other methods for receiving instructions (GoBulling Web platform and others), the instructions will be executed according to the following criteria:

- Instructions which apply to instruments trading on the following regulated markets will be executed directly in these markets: Euronext Lisbon, Euronext Paris, Euronext Amsterdam and Euronext Brussels.

- Other instructions will be transmitted to a trading partner with which the Bank has a client instruction execution agreement, chosen from entities which meet our standards according to the information available.

This list is updated periodically to identify the places which offer the best conditions for executing instructions favourably, consistently and regularly.

The Bank makes the utmost effort in ensuring that financial intermediaries to whom it sends instructions for execution have the means necessary and readily available to allow the Bank to fulfil its duty. The Bank regularly monitors the execution quality for the instructions it sends to these financial intermediaries, and if necessary, amends the list of financial intermediaries that it appoints.

The Bank only uses financial intermediaries that:

- Are supervised by the relevant regulatory entities in their countries;
- Operate instruction execution and transmission policies that accord with the position taken by Banco Carregosa, meeting the requirements listed under the MiDIF directive;
- Offer competitive commissions for Banco Carregosa Clients,
- Are financial intermediaries with high levels of experience, credibility, reliability, quality and reputation;
- Have a risk control and monitoring system in line with best international practice.

5 Specific client instructions

Any specific instructions from a client may impede Banco Carregosa from taking the steps defined under the current instruction execution policy to obtain the best possible results

in instruction execution for the items affected by those instructions. In these circumstances, Banco Carregosa will thus aim to obtain the best conditions for executing the order, in accordance with the criteria and factors mentioned above.

It is also important to note that in carrying out operations outside regulated markets or in multi-lateral trading systems, as part of the instruction execution service, the system already in place in the Bank is retained, i.e. that these instructions depend on the client's express authorisation, provided at the time of signing the contract.

6 Demonstration of the Instruction Execution and Transmission Policy

Banco Carregosa ensures a complete record is kept of its actions on its clients' behalf, and on request issues information explaining the operations undertaken and their adherence to the 'Instruction execution and transmission policy' in place.

7 Execution Policy evaluation

Regularly, and at least every year, or whenever there is any amendment to the policy, Banco

Carregosa evaluates its 'Instruction Execution and Transmission Policy', particularly with regard to the locations and intermediaries chosen for executing its clients' instructions.

8 Additional information

Banco Carregosa does not guarantee that all the financial instruments in all the relevant trading organisations or in all the transmission channels are available to clients.

In certain instances, systemic failure or other interruptions can prevent Banco

Carregosa from using the procedures and methods normally used. In those situations, Banco Carregosa will do its utmost to execute the instructions and obtain the best results possible.

9 Awareness of the current policy

The client is aware of the 'Instruction execution and transmission policy' and agrees that instructions that he or she transmits to the Bank are subject to the relevant terms and conditions in terms of:

- Criteria and factors considered with the aim of executing instructions in the best way possible;
- Means provided by the Bank for client instruction transmission;
- Trading organisations to which instructions can be sent;
- Financial intermediaries to which instructions are sent which the Bank is unable to execute itself. The Bank aims to guarantee the best execution from those financial intermediaries.

The contents of this document are a direct translation of the Portuguese version. In case of discrepancies between this version and the Portuguese, the later prevails.

Oporto, October 21st 2013.