OFFERING CIRCULAR

Banco Comercial Português, S.A.

(Incorporated with limited liability under the laws of Portugal)

EUR25,000,000,000

Euro Note Programme

Arranger

UBS Investment Bank

Programme Dealers

Barclays
Citigroup
Goldman Sachs Bank Europe SE
IMI – Intesa Sanpaolo

Millennium Investment Banking
Santander Corporate & Investment Banking

BNP PARIBAS
Commerzbank
HSBC
J.P. Morgan

Morgan Stanley
Société Générale Corporate & Investment Banking
UniCredit

BofA Securities
Deutsche Bank
ING
Mediobanca – Banca di Credito Finanziario S.p.A.
NatWest
UBS Investment Bank

The date of this Offering Circular is 28 May 2025

This offering circular (the "**Offering Circular**") replaces and supersedes the Offering Circular dated 24 May 2024 describing the Programme (as defined below). Any Notes (as defined below) issued under the Programme on or after the date of this Offering Circular are issued subject to the provisions described herein. This does not affect any Notes already in issue.

This Offering Circular comprises a base prospectus for the purposes of Article 8 of the Prospectus Regulation. When used in this Offering Circular, "**Prospectus Regulation**" means Regulation (EU) 2017/1129, as amended from time to time.

The Bank (as defined below) accepts responsibility for the information contained in this Offering Circular and the Final Terms for each Tranche (as defined below) of Notes issued under the Programme. To the best of the knowledge of the Bank the information contained in this Offering Circular is in accordance with the facts and does not omit anything likely to affect the import of such information.

This Offering Circular is to be read in conjunction with all information which is deemed to be incorporated herein by reference (see "*Documents Incorporated by Reference*" below). This Offering Circular shall be read and construed on the basis that such information is incorporated in and forms part of this Offering Circular.

Other than in relation to the documents which are deemed to be incorporated by reference (see "*Documents Incorporated by Reference*" below), the information on the websites to which this Offering Circular refers does not form part of this Offering Circular and has not been scrutinised by the Central Bank of Ireland (the "**Central Bank**") .

No Dealer (as defined below) has separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by any Dealer as to the accuracy or completeness of the information contained or incorporated by reference in this Offering Circular or any other information provided by the Bank in connection with the Programme. No Dealer accepts any liability in relation to the information contained or incorporated by reference in this Offering Circular or any other information provided by the Bank in connection with the Programme.

None of the Issuer, Arranger, Dealers, nor any of their respective affiliates accepts any responsibility for any environmental, social or sustainability assessment of any Notes issued as ESG Notes or makes any representation or warranty or gives any assurance as to whether such Notes will meet any investor expectations or requirements regarding such "green", "environmental", "sustainable", "social" or similar labels. None of the Arranger, Dealers nor any of their respective affiliates have undertaken, nor are they responsible for, any assessment of the Eligible Green Assets, Eligible Social Assets or Eligible Green and Social Assets (as defined below), any verification of whether the Eligible Green Assets, Eligible Social Assets or Eligible Green and Social Assets meet any eligibility criteria set out in the ESG Framework (as defined below) nor are they responsible for the use of proceeds (or amounts equal thereto) for any Notes issued as ESG Notes, nor the impact or monitoring of such use of proceeds or the allocation of the proceeds to particular Eligible Green Assets, Eligible Social Assets or Eligible Green and Social Assets. The ESG Framework, the Second Party Opinion (as defined below) will be available on the Issuer's website at https://ind.millenniumbcp.pt/en/Institucional/investidores/Pages/ESGBonds.aspx and any public reporting by or on behalf of the Issuer in respect of the application of proceeds will be available on the Issuer's website at https://ind.millenniumbcp.pt/en/Institucional/sustentabilidade/Pages/relatorios_anuais.aspx but, for the avoidance of doubt, will not be incorporated by reference into this Offering Circular. None of the Arranger, Dealers nor any of their respective affiliates make any representation as to the suitability or content of such materials.

No person is or has been authorised to give any information or to make any representation not contained in or consistent with this Offering Circular or any other information supplied in connection with the Programme or the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Bank or any Dealer.

Neither this Offering Circular nor any other information supplied in connection with the Programme or the Notes (i) is intended to provide the basis of any credit or other evaluation or (ii) should be considered as a recommendation by the Bank or any Dealer that any recipient of this Offering Circular or any other information supplied in connection with the Programme should purchase any Notes. Each Investor (as defined below) contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Bank. Neither this Offering Circular nor any other information supplied in connection with the Programme constitutes an offer or invitation by or on behalf of the Bank or any Dealer to any person to subscribe for or to purchase any Notes.

Under the EUR25,000,000,000 Euro Note Programme (the "**Programme**"), Banco Comercial Português, S.A. (the "**Bank**", "**BCP**", "**Banco Comercial Português**", "**Millennium investment banking**", "**Millennium bcp**", "**Millennium**" or "**Issuer**") may from time to time issue notes denominated in any currency (subject to such currency being accepted by Interbolsa (as defined below)) agreed between the Issuer and the relevant Dealer (as defined below) in book entry form ("**Notes**", which expression shall include Senior Notes, Senior Non-Preferred Notes and Subordinated Notes (each as defined below)) that will be held through Interbolsa - Sociedade Gestora de Sistemas de Liquidação e de Sistemas Centralizados de Valores Mobiliários, S.A. ("**Interbolsa**"), as management entity of the Portuguese Centralised System of Registration of Securities ("**Central de Valores Mobiliários**"), whose commercial designation is Euronext Securities Porto.

The Final Terms for each Tranche of Notes will state whether the Notes of such Tranche are to be (i) senior Notes ("**Senior Notes**"), (ii) senior non-preferred Notes ("**Senior Non-Preferred Notes**") or (iii) subordinated Notes ("**Subordinated Notes**").

The maximum aggregate nominal amount of all Notes from time to time outstanding will not exceed EUR25,000,000,000 (or its equivalent in other currencies calculated as described herein).

The Notes will be issued on a continuing basis to one or more of the Programme Dealers or Issue Dealers (each as defined herein) appointed under the Programme from time to time. The Programme Dealers and the Issue Dealers are herein together referred to as the "**Dealers**" and references to a "**Dealer**" are to a Programme Dealer or, as the case may be, an Issue Dealer. References to the "**relevant Dealer**" are references to the Dealer or Dealers with whom the Issuer has agreed or proposes to agree the terms of an issue of Notes under the Programme.

An investment in Notes issued under the Programme involves certain risks. For a discussion of these risks see "*Risk Factors*" below.

This Offering Circular has been approved as a base prospectus by the Central Bank as competent authority under the Prospectus Regulation. The Central Bank only approves this Offering Circular as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Approval by the Central Bank should not be considered as an endorsement of the Issuer or of the quality of the Notes. Investors should make their own assessment as to the suitability of investing in the Notes.

Such approval relates only to Notes which are to be admitted to trading on the regulated market of the Irish Stock Exchange plc (the "**Euronext Dublin Regulated Market**"), trading as Euronext Dublin ("**Euronext Dublin**") or on another regulated market for the purposes of Directive 2014/65/EU (as

amended, "**MiFID II**") and/or that are to be offered to the public in any member state of the EEA in circumstances that require the publication of a prospectus.

Application has been made to Euronext Dublin for Notes issued under the Programme to be admitted to its Official List (the "**Official List**") and trading on the Euronext Dublin Regulated Market. The Programme provides that Notes may also be listed or admitted to trading on the regulated market of Euronext Lisbon ("**Euronext Lisbon Regulated Market**"). The Issuer may also issue unlisted Notes and/or Notes not admitted to trading on any market or admitted to trading on any other market which is not a regulated market for the purposes of MiFID II. Euronext Dublin Regulated Market and Euronext Lisbon Regulated Market are each regulated markets ("**Regulated Markets**") for the purposes of MiFID II on markets in financial instruments. The relevant Final Terms in respect of the issue of any Notes will specify whether or not such Notes will be listed on Euronext Dublin or Euronext Lisbon.

This Offering Circular (as supplemented as at the relevant time, if applicable) is valid for 12 months from its date in relation to Notes which are to be admitted to trading on a regulated market in the European Economic Area and/or offered to the public in the EEA other than in circumstances where an exemption is available under Article 1(4) and/or 3(2) of the Prospectus Regulation. The obligation to supplement this Offering Circular in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Offering Circular is no longer valid.

This Offering Circular comprises listing particulars (the "**Listing Particulars**") for the purposes of giving information with regard to the issue of Notes having a maturity of less than 365 days as commercial paper under the Programme during the period of 12 months after the date hereof. References throughout this document to Offering Circular shall be deemed to read Listing Particulars for such purpose. Application will be made to Euronext Dublin for such Notes to be admitted to listing and trading on Euronext Dublin Regulated Market as commercial paper. The issue of Notes having a maturity of less than 365 days as commercial paper under the Programme falls outside the scope of the Prospectus Regulation and the Listing Particulars and Final Terms prepared for any such issue have not been approved or reviewed by the Central Bank.

Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and certain other information which is applicable to each Tranche (as defined under "*Terms and Conditions of the Notes*") of Notes will be set out in a final terms document (the "**Final Terms**") which will be delivered to the Central Bank and, if admitted to trading on the Euronext Dublin Regulated Market, to Euronext Dublin. Copies of Final Terms in relation to Notes to be listed on Euronext Dublin, other than those Notes having a maturity of less than 365 days, will also be published on the website of Euronext Dublin (https://live.euronext.com/).

The Programme has been rated (i) "Baa1" (in respect of Senior Notes), "Baa3" (in respect of Subordinated Notes) and "Baa2" (in respect of Senior Non-Preferred Notes) by Moody's Investors Service España, S.A. ("**Moody's**"), (ii) "BBB+" (in respect of Senior Notes), "BBB-" (in respect of Subordinated Notes) and "BB+" (in respect of Senior Non-Preferred Notes) by S&P Global Ratings Europe Limited ("**S&P**"), (iii) "BBB/F2" (in respect of Senior Notes with a maturity of more than one year and Senior Notes with a maturity of one year or less, respectively) and "BBB-" (in respect of Senior Non-Preferred Notes) by Fitch Ratings Ltd. ("**Fitch**") and (iv) "BBB (high)" (in respect of Senior Notes with a maturity of more than one year), "BBB (low)" (in respect of Subordinated Notes) and "BBB (low)" (in respect of Senior Non-Preferred Notes) by DBRS Ratings GmbH ("**Morningstar DBRS**").

Each of Moody's, S&P and Morningstar DBRS is established in the EEA and is registered under the Regulation (EC) No. 1060/2009 (as amended or superseded from time to time) (the "**CRA Regulation**"). Each of Moody's, S&P and Morningstar DBRS is not established in the United Kingdom and has not applied for registration under Regulation (EC) No. 1060/2009 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**") (the "**UK CRA Regulation**").

Accordingly, the ratings issued by Moody's have been endorsed by Moody's Investors Service Limited, the ratings issued by S&P have been endorsed by S&P Global Ratings UK Europe Limited and the ratings issued by Morningstar DBRS have been endorsed by DBRS Ratings Limited, all in accordance with the UK CRA Regulation and have not been withdrawn. As such, the ratings issued by each of Moody's, S&P and Morningstar DBRS may be used for regulatory purposes in the United Kingdom in accordance with the UK CRA Regulation.

Fitch is established in the United Kingdom and is registered in accordance with the UK CRA Regulation. Fitch is not established in the EEA and has not applied for registration under the CRA Regulation. Accordingly, the ratings issued by Fitch have been endorsed by Fitch Ratings Ireland Limited ("**FRIL**") in accordance with the CRA Regulation and have not been withdrawn. FRIL is established in the EEA and registered under the CRA Regulation. As such FRIL is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website (at http://www.esma.europa.eu/page/List-registered-and-certified-CRAs) in accordance with the CRA Regulation.

Tranches of Notes issued under the Programme may be rated by any one or more of the rating agencies referred to above or unrated. Where a Tranche of Notes is rated, such rating will be disclosed in the Final Terms and will not necessarily be the same as the ratings assigned to the Programme. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. Please also refer to "*Credit ratings assigned to the Issuer or any Notes may not reflect all the risks associated with an investment in those Notes*" in the "*Risk Factors*" section of this Offering Circular.

All financial information in this Offering Circular relating to the Bank for the years ended on 31 December 2023 and 31 December 2024 has been extracted without material adjustment from the audited financial statements of the Bank for the financial years then ended and all financial information in this Offering Circular relating to the Bank for the three month period ended 31 March 2025 has been extracted from the unaudited and un-reviewed earnings press release and earnings presentation of BCP and its subsidiaries ("**BCP Group**" or the "**Group**") for the three month period ended 31 March 2025.

The Notes will be registered by Interbolsa. Each person shown in the individual securities accounts held with an authorised financial intermediary institution entitled to hold control accounts with the Central de Valores Mobiliários on behalf of their customers (including any depositary banks appointed by Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking S.A. ("**Clearstream, Luxembourg**") for the purpose of holding accounts on behalf of Euroclear and/or Clearstream, Luxembourg, respectively) (each an "**Affiliated Member**") as having an interest in the Notes shall be considered the holder of the principal amount of Notes recorded. One or more certificates in relation to the Notes (each a "**Certificate**") will be delivered by the relevant Affiliated Member of Interbolsa in respect of its registered holding of Notes upon the request by the relevant holder of Notes and in accordance with that Affiliated Member's procedures and pursuant to Article 78 of the Portuguese Securities Code (*Código dos Valores Mobiliários*). For further details of clearing and settlement of the Notes issued under the Programme see "Clearing and Settlement" below.

Neither the delivery of this Offering Circular nor the offering, sale or delivery of any Notes shall in any circumstances imply that the information contained herein concerning the Bank is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing such information. The Dealers expressly do not undertake to review the financial condition or affairs of the Bank during the life of the Programme or to advise any Investor in the Notes issued under the Programme of any information coming to their attention. Investors should review, amongst other things, the most recent financial statements, if any, of the Bank when deciding whether or not to purchase any Notes.

IMPORTANT INFORMATION RELATING TO PUBLIC OFFERS OF NOTES WHERE THERE IS NO EXEMPTION FROM THE OBLIGATION UNDER THE PROSPECTUS REGULATION TO PUBLISH A PROSPECTUS

Restrictions on Public Offers of Notes in relevant Member States of the EEA where there is no exemption from the obligation under the Prospectus Regulation to publish a prospectus

Certain Tranches of Notes with a denomination of less than EUR 100,000 (or its equivalent in any other currency) may be offered in circumstances where there is no exemption from the obligation under the Prospectus Regulation to publish a prospectus. Any such offer is referred to as a "**Public Offer**". This Offering Circular has been prepared on a basis that permits Public Offers of Notes in each Member State in relation to which the Issuer has given its consent, as specified in the applicable Final Terms (each specified Member State a "**Public Offer Jurisdiction**" and together the "**Public Offer Jurisdictions**"). Any person making or intending to make a Public Offer of Notes on the basis of this Offering Circular must do so only with the Issuer's consent to the use of this Offering Circular as provided under "*Consent given in accordance with Article 5(1) of the Prospectus Regulation*" below and provided such person complies with the conditions attached to that consent.

Save as provided above, the Issuer and the Dealers have not authorised, nor do they authorise, the making of any Public Offer of Notes in circumstances in which an obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.

Consent given in accordance with Article 5(1) of the Prospectus Regulation

In the context of a Public Offer of such Notes, the Issuer accepts responsibility, in each of the Public Offer Jurisdictions, for the content of this Offering Circular in relation to any person (an "**Investor**" or collectively the "**Investors**") who purchases any Notes in a Public Offer made by a Dealer or an Authorised Offeror (as defined below), where that offer is made during the Offer Period specified in the applicable Final Terms and provided that the conditions attached to that giving of consent for the use of this Offering Circular are complied with. The consent and conditions attached to it are set out under "*Consent*" and "*Common Conditions to Consent*" below.

Neither the Issuer nor any Dealer makes any representation as to the compliance by an Authorised Offeror with any applicable conduct of business rules or other applicable regulatory or securities law requirements in relation to any Public Offer and neither the Issuer nor any Dealer has any responsibility or liability for the actions of that Authorised Offeror.

Except in the circumstances set out in the following paragraphs, the Issuer has not authorised the making of any Public Offer by any offeror and the Issuer has not consented to the use of this Offering Circular by any other person in connection with any Public Offer of Notes. Any Public Offer made without the consent of the Issuer is unauthorised and the Issuer and, for the avoidance of doubt, the Dealers do not accept any responsibility or liability in relation to such offer or for the actions of the persons making any such unauthorised offer.

If, in the context of a Public Offer, an Investor is offered Notes by a person which is not an Authorised Offeror, the Investor should check with that person whether anyone is responsible for this Offering Circular for the purposes of the Public Offer and, if so, who that person is. If the Investor is in any doubt about whether it can rely on this Offering Circular and/or who is responsible for its contents it should take legal advice.

Consent

In connection with each Tranche of Notes and subject to the conditions set out below under "*Common Conditions to Consent*":

Specific Consent

(a) the Issuer consents to the use of this Offering Circular (as supplemented as at the relevant time, if applicable) in connection with a Public Offer of such Notes in any Public Offer Jurisdiction during the relevant Offer Period stated in the applicable Final Terms by:

(i) the relevant Dealer(s) or Manager(s) specified in the applicable Final Terms;

(ii) any financial intermediaries specified in the applicable Final Terms; and

(iii) any other financial intermediary appointed after the date of the applicable Final Terms and whose name is published on the Bank's website (www.millenniumbcp.pt) and identified as an Authorised Offeror in respect of the relevant Public Offer; and

General Consent

(b) if (and only if) Part B of the applicable Final Terms specifies "General Consent" as "Applicable", the Issuer hereby offers to grant its consent to the use of this Offering Circular (as supplemented as at the relevant time, if applicable) in connection with a Public Offer of Notes in any Public Offer Jurisdiction during the relevant Offer Period stated in the applicable Final Terms by any financial intermediary which satisfies the following conditions:

(i) it is authorised to make such offers under applicable legislation implementing MiFID II; and

(ii) it accepts the Issuer's offer to grant consent to the use of this Offering Circular by publishing on its website the following statement (with the information in square brackets completed with the relevant information) (the "**Acceptance Statement**"):

"We, [*insert legal name of financial intermediary*], refer to the offer of [*insert title of relevant Notes*] (the "Notes") described in the Final Terms dated [*insert date*] (the "Final Terms") published by Banco Comercial Português, S.A. (the "Issuer"). In consideration of the Issuer offering to grant its consent to our use of the Offering Circular (as defined in the Final Terms) in connection with the offer of the Notes in [*specify Member State(s)*] during the Offer Period and subject to the other conditions to such consent, each as specified in the Offering Circular, we hereby accept the offer by the Issuer in accordance with the Authorised Offeror Terms (as specified in the Offering Circular) and confirm that we are using the Offering Circular accordingly."

The "**Authorised Offeror Terms**", being the terms to which the relevant financial intermediary agrees in connection with using this Offering Circular, are that the relevant financial intermediary:

(A) will, and it agrees, represents, warrants and undertakes for the benefit of the Issuer, and the relevant Dealer that it will, at all times in connection with the relevant Public Offer:

(I) act in accordance with, and be solely responsible for complying with, all applicable laws, rules, regulations and guidance of any applicable regulatory bodies (the "Rules"), from time to time including, without limitation and in each case, Rules relating to both the appropriateness or suitability of any investment in the Notes by any person and disclosure to any potential Investor;

(II) comply with the restrictions set out under "*Subscription and Sale and Transfer Restrictions*" in this Offering Circular which would apply as if it were a Dealer and consider the relevant manufacturer's target market assessment and distribution channels identified under the ["MiFID II product governance"] ["UK MiFIR product governance"] legend set out in the applicable Final Terms;

(III) ensure that any fee (and any other commissions or benefits of any kind) or rebate received or paid by that financial intermediary in relation to the offer or sale of the Notes does not violate the Rules and, to the extent required by the Rules, is fully and clearly disclosed to Investors or potential Investors;

(IV) hold all licences, consents, approvals and permissions required in connection with solicitation of interest in, or offers or sales of, the Notes under the Rules;

(V) comply with applicable anti-money laundering, anti-bribery, anti-corruption and *know your client* Rules (including, without limitation, taking appropriate steps, in compliance with such Rules, to establish and document the identity of each potential Investor prior to initial investment in any Notes by the Investor), and will not permit any application for Notes in circumstances where the financial intermediary has any suspicions as to the source of the application monies;

(VI) retain Investor identification records for at least the minimum period required under applicable Rules, and shall, if so requested and to the extent permitted by the Rules, make such records available to the relevant Dealer, the Issuer or directly to the appropriate authorities with jurisdiction over the Issuer and/or the relevant Dealer in order to enable the Issuer and/or the relevant Dealer to comply with anti-money laundering, anti-bribery, anti-corruption and *know your client* Rules applying to the Issuer and/or the relevant Dealer, as the case may be;

(VII) ensure that it does not, directly or indirectly, cause the Issuer or the relevant Dealer to breach any Rule or subject the Issuer or the relevant Dealer to any requirement to obtain or make any filing, authorisation or consent in any jurisdiction;

(VIII) immediately inform the Issuer and the relevant Dealer if at any time it becomes aware or suspects that it is or may be in violation of any Rules and take all appropriate steps to remedy such violation and comply with such Rules in all respects;

(IX) comply with the conditions to the consent referred to under "*Common Conditions to Consent*" below and any further requirements or other Authorised Offeror Terms relevant to the Public Offer as specified in the applicable Final Terms;

(X) make available to each potential Investor in the Notes this Offering Circular (as supplemented as at the relevant time, if applicable), the applicable Final Terms and any applicable information booklet provided by the Issuer for such purpose, and not convey or publish any information that is not contained in or entirely consistent with this Offering Circular and the applicable Final Terms;

(XI) if it conveys or publishes any communication (other than this Offering Circular or any other materials provided to such financial intermediary by or on behalf of the Issuer for the purposes of the relevant Public Offer) in connection with the relevant Public Offer, it will ensure that such communication (A) is fair, clear and not misleading and complies with the Rules, (B) states that such financial intermediary has provided such communication independently of the Issuer, that such financial intermediary is solely responsible for such communication and that the Issuer and the relevant Dealer do not accept any responsibility for such communication and (C) does not, without the prior written consent of the Issuer or the relevant Dealer (as applicable), use the legal or publicity names of the Issuer or the relevant Dealer or any other name, brand or logo registered by an entity within its respective groups or any material over which any such entity retains a proprietary interest, except to describe the Issuer as issuer of the relevant Notes on the basis set out in this Offering Circular;

(XII) ensure that no holder of Notes or potential Investor in Notes shall become an indirect or direct client of the Issuer or the relevant Dealer for the purposes of any applicable Rules from time to time, and to the extent that any client obligations are created by the relevant financial intermediary under any applicable Rules, then such financial intermediary shall perform any such obligations so arising;

(XIII) co-operate with the Issuer and the relevant Dealer in providing such information (including, without limitation, documents and records maintained pursuant to paragraph (VI) above) and such further assistance as is reasonably requested upon written request from the Issuer or the relevant Dealer. For this purpose, relevant information is information that is available to or can be acquired by the relevant financial intermediary:

(1) in connection with any request or investigation by the Central Bank or any other regulator in relation to the Notes, the Issuer or the relevant Dealer; and/or

(2) in connection with any complaints received by the Issuer and/or the relevant Dealer relating to the Issuer and/or the relevant Dealer or another Authorised Offeror including, without limitation, complaints as defined in rules published by

the Central Bank and/or any other regulator of competent jurisdiction from time to time; and/or

(3) which the Issuer or the relevant Dealer may reasonably require from time to time in relation to the Notes and/or so as to allow the Issuer or the relevant Dealer fully to comply with its own legal, tax and regulatory requirements,

in each case, as soon as is reasonably practicable and, in any event, within any time frame set by any such regulator or regulatory process;

(XIV) during the period of the initial offering of the Notes: (i) only sell the Notes at the Issue Price specified in the applicable Final Terms (unless otherwise agreed with the relevant Dealer); (ii) only sell the Notes for settlement on the Issue Date specified in the applicable Final Terms; (iii) not appoint any sub-distributors (unless otherwise agreed with the relevant Dealer); (iv) not pay any fee or remuneration or commissions or benefits to any third parties in relation to the offering or sale of the Notes (unless otherwise agreed with the relevant Dealer); and (v) comply with such other rules of conduct as may be reasonably required and specified by the relevant Dealer; and

(XV) either (i) obtain from each potential Investor an executed application for the Notes, or (ii) keep a record of all requests the relevant financial intermediary (x) makes for its discretionary management clients, (y) receives from its advisory clients and (z) receives from its execution-only clients, in each case prior to making any order for the Notes on their behalf, and in each case maintain the same on its files for so long as is required by any applicable Rules;

(B) agrees and undertakes to indemnify the Issuer and the relevant Dealer (in each case on behalf of such entity and its respective directors, officers, employees, agents, affiliates and controlling persons (each a "**Relevant Party**")) against any losses, liabilities, costs, claims, charges, expenses, actions or demands (including reasonable costs of investigation and any defence raised thereto and counsel's fees and disbursements associated with any such investigation or defence) which any of them may incur or which may be made against any of them arising out of or in relation to, or in connection with, any breach of any of the foregoing agreements, representations, warranties or undertakings by such financial intermediary, including (without limitation) any unauthorised action by such financial intermediary or failure by such financial intermediary to observe any of the above restrictions or requirements or the making by such financial intermediary of any unauthorised representation or the giving or use by it of any information which has not been authorised for such purposes by the Issuer or the relevant Dealer. Neither the Issuer nor any Dealer shall have any duty or obligation, whether as fiduciary or trustee for any Relevant Party or otherwise, to recover any such payment or to account to any other person for any amounts paid to it under this provision; and

(C) agrees and accepts that:

(I) the contract between the Issuer and the relevant financial intermediary formed upon acceptance by the relevant financial intermediary of the

Issuer's offer to use the Offering Circular with its consent in connection with the relevant Public Offer (the "**Authorised Offeror Contract**"), and any non-contractual obligations arising out of or in connection with the Authorised Offeror Contract, shall be governed by, and construed in accordance with, English law;

(II) subject to paragraph (IV) below, the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with the Authorised Offeror Contract (including any dispute relating to any non-contractual obligations arising out of or in connection with the Authorised Offeror Contract) (a "**Dispute**") and the Issuer and the relevant financial intermediary submit to the exclusive jurisdiction of the English courts;

(III) for the purposes of paragraphs (II) and (IV) herein, the Issuer and the relevant financial intermediary waives any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any dispute;

(IV) to the extent allowed by law, the Issuer and each relevant Dealer may, in respect of any Dispute or Disputes, take (i) proceedings in any other court with jurisdiction; and (ii) concurrent proceedings in any number of jurisdictions; and

(V) each relevant Dealer will, pursuant to the Contracts (Rights of Third Parties) Act 1999, be entitled to enforce those provisions of the Authorised Offeror Contract which are, or are expressed to be, for their benefit, including the agreements, representations, warranties, undertakings and indemnity given by the financial intermediary pursuant to the Authorised Offeror Terms.

The financial intermediaries referred to in paragraphs (A)(II), (A)(III) and (B) above are together the "**Authorised Offerors**" and each an "**Authorised Offeror**".

Any Authorised Offeror falling within paragraph (b) above who meets the conditions set out in paragraph (b) and the other conditions stated in "*Common Conditions to Consent*" below and who wishes to use this Offering Circular in connection with a Public Offer is required, for the duration of the relevant Offer Period, to publish on its website the Acceptance Statement.

Common Conditions to Consent

The conditions to the Issuer's consent to the use of this Offering Circular in the context of the relevant Public Offer are (in addition to the conditions described in paragraph (a) above if Part B of the applicable Final Terms specifies "General Consent" as "Applicable") that such consent:

(a) is only valid during the Offer Period specified in the applicable Final Terms; and

(b) only extends to the use of this Offering Circular to make Public Offers of the relevant Tranche of Notes in Ireland and Portugal under the Programme, as specified in the applicable Final Terms.

The consent referred to above relates to Offer Periods (if any) occurring within 12 months from the date of this Offering Circular.

The only Member States which may, in respect of any Tranche of Notes, be specified in the applicable Final Terms (if any Member States are so specified) as indicated in paragraph (b) above, will be Ireland and Portugal under the Programme, and accordingly each Tranche of Notes may only be offered to Investors as part of a Public Offer in Ireland and Portugal under the Programme, as specified in the applicable Final Terms, or otherwise in circumstances in which no obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.

BENCHMARKS REGULATION - Amounts payable on Floating Rate Notes and Reset Rate Notes (as described under "*Terms and Conditions of the Notes*") will be calculated by reference the Euro Interbank Offered Rate ("**EURIBOR**"). As of the date of this Offering Circular, the administrator of EURIBOR (the European Money Markets Institute) is included in ESMA's register of administrators under Article 36 of the Regulation (EU) No. 2016/1011 (as amended from time to time, the "**EU Benchmarks Regulation**").

IMPORTANT – EEA RETAIL INVESTORS - If the Final Terms in respect of any Notes include a legend entitled "Prohibition of Sales to EEA Retail Investors", the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently, no key information document required by Regulation (EU) No. 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

IMPORTANT – UK RETAIL INVESTORS – If the Final Terms in respect of any Notes includes a legend entitled "Prohibition of Sales to UK Retail Investors", the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; or (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA (the "**UK Prospectus Regulation**"). Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

MIFID II PRODUCT GOVERNANCE / TARGET MARKET - The Final Terms in respect of any Notes may include a legend entitled "MiFID II product governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to MiFID II is

responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the Product Governance rules under Commission Delegated Directive 2017/593 (the "**MiFID Product Governance Rules**"), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither UBS Europe SE as arranger (the "**Arranger**") nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MIFID Product Governance Rules.

UK MIFIR PRODUCT GOVERNANCE / TARGET MARKET – The Final Terms in respect of any Notes may include a legend entitled "UK MiFIR Product Governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MIFIR Product Governance Rules.

Singapore SFA Product Classification: In connection with Section 309B of the Securities and Futures Act 2001 of Singapore (as modified or amended from time to time, the "**SFA**") and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "**CMP Regulations 2018**"), unless otherwise specified before an offer of Notes, the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are 'prescribed capital markets products' (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

ARRANGEMENTS BETWEEN INVESTORS AND AUTHORISED OFFERORS

AN INVESTOR INTENDING TO PURCHASE OR PURCHASING ANY NOTES IN A PUBLIC OFFER FROM AN AUTHORISED OFFEROR WILL DO SO, AND OFFERS AND SALES OF SUCH NOTES TO AN INVESTOR BY SUCH AUTHORISED OFFEROR WILL BE MADE, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE OFFER IN PLACE BETWEEN SUCH AUTHORISED OFFEROR AND SUCH INVESTOR INCLUDING ARRANGEMENTS IN RELATION TO PRICE, ALLOCATIONS, EXPENSES AND SETTLEMENT. THE ISSUER WILL NOT BE A PARTY TO ANY SUCH ARRANGEMENTS WITH SUCH INVESTORS IN CONNECTION WITH THE PUBLIC OFFER OR SALE OF THE NOTES CONCERNED AND, ACCORDINGLY, THIS OFFERING CIRCULAR AND ANY FINAL TERMS WILL NOT CONTAIN SUCH INFORMATION. THE RELEVANT INFORMATION WILL BE PROVIDED BY THE AUTHORISED OFFEROR AT THE TIME OF SUCH OFFER. THE ISSUER AND, FOR THE AVOIDANCE OF DOUBT, THE DEALERS (EXCEPT WHERE A DEALER IS THE RELEVANT AUTHORISED OFFEROR) HAVE NO RESPONSIBILITY OR LIABILITY TO AN INVESTOR IN RESPECT OF THE INFORMATION DESCRIBED ABOVE.

IMPORTANT INFORMATION RELATING TO THE USE OF THIS OFFERING CIRCULAR AND OFFERS OF NOTES GENERALLY

This Offering Circular does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Offering Circular and the offer or sale of Notes may be restricted by law in certain jurisdictions. Neither the Issuer nor the Dealers represent that this Offering Circular may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, unless specifically indicated to the contrary in the applicable Final Terms, no action has been taken by the Issuer or the Dealers which is intended to permit a public offering of any Notes or distribution of this Offering Circular in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Offering Circular nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Each Dealer has represented or, as the case may be, will be required to represent that all offers and sales by it will be made on the terms indicated above. Persons into whose possession this Offering Circular or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Offering Circular and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Offering Circular and the offer or sale of Notes in the United States, the United Kingdom, the EEA (including Portugal, the Republic of Italy and France), Japan and Singapore, see "*Subscription and Sale and Transfer Restrictions*" below.

The Notes may not be a suitable investment for all prospective Investors. Each potential Investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential Investor may wish to consider, either on its own or with the help of its financial and other professional advisers, whether it:

(a) has sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Offering Circular or any applicable supplement;

(b) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;

(c) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes where the currency for principal or interest payments is different from the potential Investor's currency;

(d) understands thoroughly the terms of the Notes and is familiar with the behaviour of financial markets; and

(e) is able to evaluate possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Legal investment considerations may restrict certain investments. The investment activities of certain Investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each potential Investor should consult its legal advisers to determine whether and to what extent (i) Notes are legal investments for it, (ii) Notes can be used as collateral for various types of borrowing and (iii) other restrictions apply to its purchase or pledge of any Notes. Financial

institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

The Notes have not and will not be registered under the United States Securities Act of 1933 (as amended, the "**Securities Act**") and are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons, as defined in Regulation S under the Securities Act, unless an exemption from the registration requirements of the Securities Act is available and in accordance with all applicable securities law of any state of the United States and any other jurisdiction (see "*Subscription and Sale and Transfer Restrictions*" below).

All references in this Offering Circular to (A) "**U.S. dollars**", "**USD**", "**U.S.$**", "**$**" and "**U.S. cent**" refer to the currency of the United States of America, (B) "**Sterling**", "**GBP**" and "**£**" refer to the currency of the United Kingdom, (C) "**Euro**", "**EUR**" and "**€**" refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union amended from time to time, (D) "**PLN**" refers to Polish zloty and (E) "**CHF**" refers to Swiss francs.

In this Offering Circular, unless the contrary intention appears, a reference to a law or a provision of a law is a reference to that law or provision as extended, amended or re-enacted.

This Offering Circular is drawn up in the English language. In case there is any discrepancy between the English text and the Portuguese text, the English text stands approved for the purposes of approval under the Prospectus Regulation (EU) 2017/1129.

In connection with the issue of any Tranche of Notes, one or more relevant Dealers (the "**Stabilisation Manager(s)**") (or persons acting on behalf of any Stabilisation Manager(s)) may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, will be in compliance with all relevant laws and regulations and may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment shall be conducted by the relevant Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) in accordance with all applicable laws and rules.

CAUTIONARY STATEMENT REGARDING FORWARD LOOKING STATEMENTS

Some statements in this Offering Circular and certain documents incorporated by reference herein may be deemed to be forward looking statements. Forward looking statements include statements concerning the Issuer's plans, objectives, goals, strategies, future operations and performance and the assumptions underlying these forward looking statements. When used in this Offering Circular, the words "anticipates", "estimates", "expects", "believes", "intends", "plans", "aims", "seeks", "may", "will", "should" and any similar expressions generally identify forward looking statements. These forward looking statements are contained in the sections entitled "Risk Factors" and "Description of the Business of the Group" and other sections of this Offering Circular. By their nature, forward looking statements involve risk and uncertainty because they relate to future events and circumstances. The Issuer has based these forward looking statements on the current view of its management with respect to future events and financial performance. Although the Issuer believes that the expectations, estimates and projections reflected in its forward looking statements are reasonable as of the date of this Offering Circular, if one or more of the risks or uncertainties materialise, including those identified below or which the Issuer has otherwise identified in this Offering Circular, or if any of the Issuer's underlying assumptions prove to be incomplete or inaccurate, the Issuer's actual results of operation may vary from those expected, estimated or predicted.

The risks and uncertainties referred to above include:

(a) the Issuer's ability to achieve and manage the growth of its business;

(b) the performance of the markets in Portugal and the wider region in which the Issuer operates;

(c) the Issuer's ability to realise the benefits it expects from existing and future projects and investments it is undertaking or plans to or may undertake;

(d) the Issuer's ability to obtain external financing or maintain sufficient capital to fund its existing and future investments and projects;

(e) changes in political, social, legal or economic conditions in the markets in which the Issuer and its customers operate; and

(f) actions taken by the Issuer's joint venture partners that may not be in accordance with its policies and objectives.

Any forward looking statements contained in this Offering Circular speak only as at the date of this Offering Circular. Without prejudice to the Issuer's obligations under applicable laws and regulations in relation to disclosure and ongoing information, the Issuer expressly disclaims any obligation or undertaking to disseminate after the date of this Offering Circular any updates or revisions to any forward looking statements contained in it to reflect any change in expectations or any change in events, conditions or circumstances on which any such forward looking statement is based.

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OVERVIEW OF THE PROGRAMME

The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Offering Circular and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms.

This Overview constitutes a general description of the Programme for the purposes of Article 25(1) of Commission Delegated Regulation (EU) No 2019/980.

Capitalised terms used in this overview and not otherwise defined below have the respective meanings given to those terms elsewhere in this Offering Circular.

Description:	Euro Note Programme
Programme size:	Up to EUR 25,000,000,000 (or its equivalent in other currencies, all calculated as described in the Dealer Agreement) outstanding at any time. The Issuer may increase the amount of the Programme in accordance with the terms of the Dealer Agreement.
Issuer:	Banco Comercial Português, S.A.
Issuer Legal Entity Identifier:	JU1U6S0DG9YLT7N8ZV32
Arranger:	UBS Europe SE
Dealers:	Banco Comercial Português, S.A. Banco Santander, S.A. Barclays Bank Ireland PLC BNP PARIBAS BofA Securities Europe SA Citigroup Global Markets Europe AG Commerzbank Aktiengesellschaft Deutsche Bank Aktiengesellschaft Goldman Sachs Bank Europe SE HSBC Continental Europe ING Bank N.V. Intesa Sanpaolo S.p.A. J.P. Morgan SE Mediobanca - Banca di Credito Finanziario S.p.A. Morgan Stanley Europe SE NatWest Markets N.V. Société Générale UBS Europe SE UniCredit Bank GmbH and any other Dealers appointed in accordance with the Dealer Agreement.
Agent:	Banco Comercial Português, S.A., in its capacity as Agent, with head office at Praça Dom João I, 28, 4000-295 Oporto, Portugal.
Risk Factors:	There are certain factors that may affect the Issuer's ability to fulfil its obligations under the Notes issued under the

	Programme, including, *inter alia*, those set out under *Risk Factors* below. In addition, there are risk factors which are material for the purpose of assessing the other risks associated with Notes issued under the Programme. These are also set out in detail under *Risk Factors* below and include, *inter alia*, the dynamics of the legal and regulatory requirements and the risks related to the structure of a particular issue of Notes.
Distribution:	Notes may be distributed by way of private placement or public placement and in each case on a non-syndicated or syndicated basis.
Certain Restrictions:	Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see *Subscription and Sale and Transfer Restrictions*).
Currencies:	Subject to compliance with relevant laws, Notes may be issued in any currency agreed between the Issuer and the relevant Dealer(s) (as set out in the applicable Final Terms).
Ratings:	Series of Notes issued under the Programme may be rated or unrated. Where a Series of Notes is rated, such rating will be disclosed in the applicable Final Terms. The rating of Notes will not necessarily be the same as the rating applicable to the Issuer. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating organisation.
Listing and Admission to Trading:	Application has been made to Euronext Dublin for Notes issued under the Programme to be admitted to its Official List and trading on the Euronext Dublin Regulated Market. Notes may also be listed or admitted to trading, as the case may be, on Euronext Lisbon or by such other or further competent authorities, stock exchanges and/or quotation systems as may be agreed with the Issuer. The Issuer may also issue unlisted Notes and/or Notes not admitted to trading on any market or Notes admitted to trading on other regulated markets for the purposes of Directive 2014/65/EU, as amended, or on any other market which is not a regulated market. The relevant Final Terms will state on which stock exchange(s) and/or market(s) the relevant Notes are to be listed and/or admitted to trading (if any).
Selling Restrictions:	There are restrictions on the offer, sale and transfer of the Notes in the United States, the EEA (including Portugal, France, Italy and Belgium), the United Kingdom, Japan and Singapore as set out in S*ubscription and Sale and Transfer Restrictions*.

United States Selling Restriction:	Regulation S, Category 2. TEFRA C or TEFRA not applicable as set out in the applicable Final Terms. See *Subscription and Sale and Transfer Restrictions*.
Use of Proceeds:	Proceeds from the issue of Notes will be used by the Issuer for its general corporate purposes or as otherwise set out in the applicable Final Terms.
Status and Subordination:	The Issuer may issue Senior Notes, Senior Non-Preferred Notes or the Subordinated Notes under the Programme. Senior Notes constitute direct, unconditional, unsubordinated and (subject to certain provisions of negative pledge to the extent specified as applicable to such Senior Notes in the applicable Final Terms) unsecured obligations of the Issuer and will rank *pari passu* among themselves and (save for certain obligations required to be preferred by law) equally with all other unsecured and unsubordinated obligations of the Issuer which do not qualify as Statutory Senior Non-Preferred Obligations, from time to time outstanding. Senior Non-Preferred Notes constitute direct, unconditional and unsecured obligations of the Issuer and (save for certain obligations required to be preferred by law) will rank (i) *pari passu* among themselves and with all other obligations of the Issuer qualifying as Statutory Senior Non-Preferred Obligations, (ii) in the event of the bankruptcy of the Issuer, junior to any unsubordinated and unsecured obligations of the Issuer which do not qualify as Statutory Senior Non-Preferred Obligations, and (iii) senior to any Junior Obligations. Payments in respect of any Subordinated Notes constitute direct, unconditional and unsecured obligations of the Issuer, save that the claims of the holders of the Notes in respect of payments pursuant thereto will, in the event of the winding-up of the Issuer (to the extent permitted by Portuguese Law), be wholly subordinated to the claims of all Senior Creditors of the Issuer.
Terms and Conditions of the Notes:	Final Terms will be prepared in respect of each Tranche of Notes, completing the Terms and Conditions of the Notes set out in *Terms and Conditions of the Notes*.
Clearing System:	Interbolsa. See *Clearing and Settlement*. Without prejudice to the foregoing, investors will be able to hold an interest in the Notes through Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking S.A. ("**Clearstream, Luxembourg**"), who are clients of an Interbolsa Participant for these purposes.
Form of the Notes:	The Notes will be in book-entry form (*forma escritural*) and are *nominativas* (i.e. Interbolsa, at the Issuer's request, can ask the Interbolsa Participants information regarding the identity of the holders of Notes and transmit such information to the Issuer) and

thus title to such Notes will be evidenced by book entries in accordance with the provisions of the Portuguese Securities Code and the applicable CMVM regulations. No physical document of title will be issued in respect of the Notes. See *Clearing and Settlement*.

Transfer of Notes: The Notes may be transferred in accordance with the provisions of Interbolsa. The transferability of the Notes is not restricted.

Maturities: The Notes will have such maturities as may be agreed between the Issuer and the relevant Dealer(s) and as set out in the applicable Final Terms, subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the Issuer or the relevant Specified Currency.

Issue Price: The Notes may be issued on a fully-paid basis and at an issue price which is at par or at a discount to, or premium over, par, as specified in the applicable Final Terms.

Cross Default: Senior Notes may contain a cross default provision if so specified in the applicable Final Terms and as further described below and in Condition 9(a) (*Event of Default relating to certain Senior Notes*).

Events of Default: If the Notes are specified as Senior Notes in the applicable Final Terms and Condition 9(a) (*Events of Default relating to certain Senior Notes*) is specified as being "Applicable", the terms of such Senior Notes will contain, amongst others, the following events of default:

(a) default in payment of any principal or interest due in respect of the Notes, continuing for a specified period of time;

(b) non-performance or non-observance by the Issuer of any of its other obligations (i.e. under the conditions of the Notes), in certain cases continuing for a specified period of time;

(c) acceleration by reason of default of the repayment of any indebtedness or default in any payment of any indebtedness or in the honouring of any guarantee or indemnity in respect of any indebtedness by the Issuer, in any case so long as any such indebtedness exceeds the specified threshold; and

(d) events relating to the winding-up or dissolution of the Issuer.

The terms of the Subordinated Notes, the Senior Non-Preferred Notes and (where the Notes are specified as Senior Notes in the

applicable Final Terms and Condition 9(b) (*Events of Default and Enforcement relating to Subordinated Notes, Senior Non-Preferred Notes and certain Senior Notes*) is specified as being "Applicable") certain of the Senior Notes will contain the following events of default:

(a) failure by the Issuer to make payments in respect of the Notes, continuing for a specified period of time, giving rise to the right of Noteholders to institute proceedings for the winding-up of the Issuer; and

(b) events relating to the winding-up or dissolution of the Issuer.

No acceleration may occur until a winding-up or dissolution of the Issuer.

Negative Pledge: In the case of Senior Notes where the applicable Final Terms specify that Condition 3 ("Negative Pledge") is "Applicable", the terms of such Senior Notes will contain a negative pledge provision, as further described in such Condition.

The terms of the Subordinated Notes, the Senior Non-Preferred Notes and, where the applicable Final Terms specify that Condition 3 ("Negative Pledge") is "Not Applicable", the Senior Notes will not contain a negative pledge provision.

Fixed Rate Notes: Fixed interest will be payable on such date or dates as may be agreed between the Issuer and the relevant Dealer(s) and on redemption and will be calculated on the basis of such Day Count Fraction as may be agreed between the Issuer and the relevant Dealer(s) (as set out in the applicable Final Terms).

Reset Rate Notes: Reset Rate Notes will initially bear interest at the Initial Rate of Interest until (but excluding) the First Reset Date. On the First Reset Date, the Second Reset Date (if applicable) and each Subsequent Reset Date (if any) thereafter, the interest rate will be reset to the sum of the applicable Mid-Swap Rate and the Reset Margin as determined by the Calculation Agent on the relevant Reset Determination Date (each such interest rate, a "**Subsequent Reset Rate**"), all as further described in Condition 4(b).

Floating Rate Notes: Floating Rate Notes will bear interest determined separately for each Series on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service.

The margin (if any) relating to such floating rate will be agreed between the Issuer and the relevant Dealer(s) for each Series of Floating Rate Notes. Interest periods will be specified in the applicable Final Terms.

In the event a Benchmark Event occurs (a) a Successor Rate or, failing which, an Alternative Reference Rate, and (b) in either case, an Adjustment Spread may be used for the purposes of determining the Rate of Interest.

Zero Coupon Notes: Zero Coupon Notes may be offered and sold at a discount to their nominal amount unless otherwise specified in the applicable Final Terms.

Redemption: The terms under which Notes may be redeemed (including the maturity date and the price at which they will be redeemed on the maturity date as well as any provisions relating to early redemption) will be agreed between the Issuer and the relevant Dealer at the time of issue of the relevant Notes.

The Issuer has the right to redeem Notes (i) upon certain taxation events, (ii) in the case of Subordinated Notes, Senior Non-Preferred Notes and certain Senior Notes upon a change in regulatory classification of the Notes, (iii) where Clean-up Call Option is specified as applicable in the applicable Final Terms and (iv) if so specified in the applicable Final Terms, at its option.

Substitution and Variation: If, in the case of any Series of Subordinated Notes, Condition 6(n) ("*Substitution and Variation of Subordinated Notes*") is specified as being "Applicable" in the relevant Final Terms and a capital event or tax event giving rise to a right by the Issuer to call the Notes has occurred and is continuing, or in order to ensure the effectiveness and enforceability of Condition 16(d), then the Issuer may, subject to certain conditions, substitute all (but not some only) of such Series of Subordinated Notes for, or vary the terms of such Series of Subordinated Notes (including changing the governing law of Condition 16(d) from English law to Portuguese law or any other European law that, after consultation with the regulator, the Issuer considers allows the Subordinated Notes to be tier 2 compliant notes) so that the Notes remain or become tier 2 compliant notes.

If in the case of Senior Notes or Senior Non-Preferred Notes, Condition 6(o) ("*Substitution and Variation of Senior Non-Preferred Notes and Senior Notes*") is specified as being "Applicable" in the relevant Final Terms, and an MREL disqualification event or tax event giving rise to a right by the Issuer to call the Notes has occurred or in order to ensure the effectiveness and enforceability of Condition 16(d), then the Issuer may, subject to certain conditions, substitute all (but not some only) of such Series of Notes for, or vary the terms of such Series of Notes (including changing the governing law of Condition 16(d) from English law to Portuguese law or any other European law that, after consultation with the regulator, the Issuer considers allows the Notes to be MREL compliant notes) so that the Notes remain or become MREL compliant notes.

Denomination of Notes:	The Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer save that the minimum denomination of each Note will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency and save that the minimum denomination of each Note will be EUR 1,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency). Each Series will have Notes of one denomination only.
Taxation of the Notes:	All payments in respect of the Notes will be made without deduction for or on account of any withholding taxes imposed by Portugal unless such deduction or withholding is required by law. In the event that any such deduction is made, the Issuer will, save in certain limited circumstances, be required to pay additional amounts to cover the amounts so deducted. In the case of Subordinated Notes and, where Condition 7(b) is specified as "Applicable" in the applicable Final Terms, Senior Notes and Senior Non-Preferred Notes, the requirement of the Issuer to pay additional amounts will be limited to payments of interest.
Governing Law:	English law, except that in relation to the status of Subordinated Notes and Senior Non-Preferred Notes and the form and transfer of Notes, the creation of security over Notes and the Interbolsa procedures for the exercise of rights under Notes will be governed by Portuguese law.

RISK FACTORS

An investment in the Notes involves a degree of risk. Prospective investors should carefully consider the risks set forth below and the other information contained in this Offering Circular prior to making any investment decision with respect to the Notes. The risks described below could have a material adverse effect on BCP's business, financial condition and results of operations or the value of the Notes. Additional risks and uncertainties, including those of which the BCP Group's management is not currently aware or deems immaterial, may also potentially have an adverse effect on the BCP Group's business, results of operations, financial condition or future prospects or may result in other events that could cause investors to lose all or part of their investment.

INTRODUCTION

The risk factors described below are those that the Issuer believes are material and specific to the Issuer and that may affect the Issuer's ability to fulfil each of its obligations under the Notes. The risk factors have been organised into the following categories:

1. Risks relating to the Issuer
    - 1.1 Risks relating to the Economic and Financial Environment
    - 1.2 Legal and Regulatory Risks
    - 1.3 Risks relating to Acquisitions
    - 1.4 Risks relating to the Bank's Business
2. Risks relating to Notes issued under the Programme
    - 2.1 Risks relating to the Structure of a particular issue of Notes
    - 2.2 Risks relating to Notes generally
    - 2.3 Risks relating to the Market generally
    - 2.4 Risks relating to ESG Notes

Within each category, the most material risks, in the assessment of the Issuer, are set out first. The Issuer has assessed the relative materiality of the risk factors based on the probability of their occurrence and the expected magnitude of their negative impact. The order of the categories does not imply that any category of risk is more material than any other category.

1. RISKS RELATING TO THE ISSUER

1.1 Risks relating to the Economic and Financial Environment

Portuguese economy

In 2024, gross domestic product ("**GDP**") grew by 1.9%. The performance of the Portuguese economic activity benefited from the dynamism of the private consumption, supported by a robust labour market, real wage gains and favourable tax effects. Net exports also contributed positively, outweighing the continued overall weak investment spending, both private and public. The annual average inflation rate decreased further from 5.3% in 2023 to 2.7% in 2024, as normalisation of prices of goods continued, amid more persistent prices of services. Strong nominal growth of the Portuguese economy (6.4%)

combined with a positive budget balance (0.7% of GDP) fostered further reduction of the Portuguese public debt to 94.9% of GDP in 2024, reinforcing Portugal's investment-grade status.

In 2025 and 2026, economic activity is expected to be driven by a stronger contribution from investment spending (namely public investment supported by the accelerated implementation of EU funds), alongside continued robust private consumption, albeit with more moderate gains in real disposable income compared to recent years, and a slight deceleration in exports.

The Banco de Portugal projects a GDP growth rate of 2.3% in 2025 and 2.1% in 2026. Public debt as a percentage of GDP is expected to continue its downward trend, although at a slower pace than in previous years.

Risks of recession and/or slowdown of the Portuguese economy

The external risks related to (i) an escalation of geopolitical tensions and subsequent impact on confidence, risk aversion, resetting of global supply chains, trade flows and prices, (ii) weaker external demand growth amid fragmentation of global trade and/or increased competition from abroad, and (iii) uncertainty with monetary policy reaction function in a context of lower production efficiency, barriers to mobility and increased public spending may negatively impact the Portuguese economy and hamper the GDP growth rate over the medium term.

Any limitation to the growth of the Portuguese economy would have impacts on the Bank's balance sheet by slowing credit demand, increasing risk premia, foster market's volatility and impact on credit quality and assets valuations.

Tightening in global financial market conditions

The possibility of aggravation or persistence of adverse financial conditions could further weigh on economic conditions, lead to an increase in risk aversion thus hindering the evolution of the banking business and, consequently, its profitability.

Monetary policy risks

The Bank is exposed to risks associated with monetary and liquidity conditions stemming from changes in monetary policy. A restrictive monetary policy could impact on the valuation of the Portuguese government's debt, directly or indirectly via contagion effects. In turn, the Bank's banking and trading books would be negatively impacted, the access to funding would be restricted, the cost of funding would increase, and the demand for loans from households and companies could potentially be lower. On the contrary, any substantial decline of European Central Bank's reference interest rates would negatively affect the Bank's net interest margin.

Risks related to levels of indebtedness

Though having significantly corrected from the high levels recorded in the past, strains on corporate and households' debt increase the risks of defaults in case of worsening of the economic condition and tightening of the financial conditions. Any deterioration in households' and companies' financial condition could lead to a fall in the demand for credit and to a deterioration of the credit quality of the loans' portfolio and asset price devaluations including collaterals.

Limitations on the ability of the Portuguese government to stimulate growth at a reasonable price in response to a downturn could arise from a global worsening of economic conditions and/or widespread risk aversion episodes. The still high public-sector indebtedness remains a factor of vulnerability, as any change in investors' perception of the sustainability of Portuguese debt may contribute to raise the

Bank's cost of funding and to weaken the performance of the financial assets held in the Bank's portfolio – in particular, the Portuguese public debt securities.

Domestic political risks

In 2025 and 2026, Portugal will face several elections – general elections, local elections, and presidential elections. Though the broad expectation is that the main policy orientation will remain aligned with previous years, failure to secure parliamentary support, or the emergence of a fragmented political landscape increases the risks of political instability. This could lead to a broad deterioration of the economic and financial conditions and impact adversely the economic activity and the Portuguese Republic's credit profile. Any of these outcomes could have a material adverse effect on the Bank's business, financial condition, results of operations and prospects.

Risks related to the European Union

The Russia-Ukraine war and the changes in the world trading system underline the need to strengthen coordination and cooperation in Europe, notably in the defense and energy sectors. In this context, any unforeseen political and/or legal obstacles to the implementation of policies and actions enacted by the European Union to support the European economy and ensure its territorial defense and energy and food supply could materially impact the integrity of the European Union. Any such outcome may affect the Portuguese sovereign credit profile, which may lead to concerns relating to the capacity of the Portuguese Republic to meet its funding needs. Any deterioration could have a direct impact on the value of the Bank's portfolio of public debt. Any permanent reduction of the value of public debt would be reflected in the Bank's equity position.

Risks related to the real estate market

According to supervisory authorities' assessment, the real estate prices evidence signs of overvaluation, partly driven by foreigner demand.[1] The current context of economic and political uncertainty increases the risk of a correction of real estate prices, including, without limitation, through a fall of demand both by residents and non-residents, which may lead to an increase in impairment losses and to increased exposure in counterparty risk for loans guaranteed by real estate collateral and in pension fund assets retained by the Bank.

External-trade channel risk

The deterioration of economic activity of the main trading partners of Portugal, along with global supply disruptions, volatile commodity prices, the risk of protectionist policies and the possible behavioural changes in Portuguese trading partners could impact negatively the performance of the Portuguese economy and lead to economic and financial difficulties, which could have a material adverse effect on the Bank's business, financial condition, results of operations or its prospects.

Geopolitical risks

Russia's invasion of Ukraine may continue negatively affecting the world's economy in general, and in particular the economy of the countries where the Millennium bcp Group (the "**Group**") operates. The war has already caused a significant increase in prices of commodities and fuel and supply disruptions. The continuing conflict and/or its escalation may impose an additional financial strain on the Group's customers and affect their ability to perform their obligations towards the Group. The sanctions imposed on Russia may also negatively affect the financial condition of the Group's customers who conducted business in Russia or with Russian counterparts and who will not be able to sell their products and services in alternative markets.

[1] Banco de Portugal, November 2024

This could be compounded by the pervasive conflict in the Middle East and lingering tensions in the Pacific that could put additional pressure on the increasing geopolitical risks which may impact confidence, economic activity and energy prices.

Any of these factors, among other adverse factors, such as the escalation of protectionism and trade wars among the major world economic blocs and/or the intensification of other potential military conflicts, could have a material adverse effect on the Bank's business, financial condition, results of operations and prospects.

Risks related to financial markets instability

Significant factors affecting the operations of the Issuer and the Group include macroeconomic conditions and the situation on international financial markets, which have direct and indirect impact on the financial position of the Issuer and the Group. Possible disturbances in the economy or on international financial markets, which may have different sources, including situations involving events such as terrorist attacks, acts of war or hostile actions, catastrophes, states of epidemic and other similar events of an unpredictable nature could potentially lead to negative consequences for the Issuer, such as reduced ability to obtain financing, increase of its costs and difficult access to capital. Possible problems on the market and economic downturn may adversely affect the Issuer's operations, including: i) the level of significant parameters, such as market interest rates or exchange rate, ii) demand for products and services offered by the Issuer and the Group, iii) the situation of borrowers, which would lead to the deterioration of the quality of the loan portfolio and an increase in the cost of risk), iv) valuation of financial assets constituting individual assets. Such events may be a source of economic or political uncertainty and have a negative impact on the economic situation and the activities of the Issuer and the Group. Such events may also have a negative impact on the Group's financial standing.

Other economies where the Bank operates

Poland

Economic and geopolitical risks

The economic situation in Poland depends on a number of factors, including measures by which a government attempts to influence the economy, such as setting levels of taxation, expenditures or other regulations. The economic situation in Poland is also influenced by the decisions of the relevant regulatory bodies setting the reference rates and other regulatory ratios concerning the financial sector as well as economic decisions made by the authorities of other countries which are Poland's key trade partners or the pace and scale of inflow of funds from the European Union. These factors might affect the economic growth in Poland, situation on the labour market and financial results of corporate sector.

The Bank's business, as well as the successful implementation of its strategy, is highly dependent on the financial situation of its customers and their ability to repay existing loans, make deposits and acquire new financial products offered by the Bank. The financial situation of Polish households, including the Bank's customers, is highly correlated with the unemployment rate. An increase in the unemployment rate in Poland could cause an increase in the Bank's expected credit losses or hinder the growth of the Bank's loans and advances portfolio. High inflation may also have a negative impact on the creditworthiness of households, which, if prolonged, might trigger a significant increase in central banks' interest rates, an increase of financial costs, and hence lower disposable income.

The outbreak of the war in Ukraine has significantly affected the Polish economy in 2022 and 2023. The economic sanctions imposed on Russia and Belarus as well as disruptions to the commodities' supply chains triggered a rapid increase in inflation. As a consequence, the Monetary Policy Council increased the NBP's reference rate to 6.75%, the highest level since 2002. High inflation accompanied

by tight monetary conditions has reduced households' real income and therefore private consumption and economic growth. Labour market was resilient to the economic downturn and unemployment rate remained at low levels.

The Polish economy started to recover in the middle of 2023 and the GDP dynamics returned into positive territory in the third quarter of 2023. In the whole 2023 GDP growth reached 0.2%. According to the Bank's baseline macroeconomic scenario, economic growth will accelerate in the coming quarters, reaching 3.6% y/y in 4Q24, i.e. a growth rate close to the long-term average. Low unemployment, solid growth of wages, social transfers paid by the government should support the rebound in consumption. Inflation is expected to remain above the central bank's target till late mid-2025.

A potential prolonged economic slowdown in Poland or Poland's main trade partners, especially Germany, would materially affect the Bank's operations. Higher unemployment and lower consumption, as well as fluctuations in the financial markets (including the currency markets), may adversely affect the financial condition of the Bank's customers, which could, in turn, impair the quality and volume of the Bank's loans and advances portfolios and other financial assets and result in decreased demand for the Bank's products. In addition, in volatile market conditions, the value of assets securing loans already granted or to be granted by the Bank, including real estate, may decline significantly. In such environment the Monetary Policy Council might refrain from cutting rates in 2024. However, expectations regarding the path of interest rates in Poland in the next two years are highly uncertain.

Domestic political risks

The Issuer operates in Poland, therefore the macroeconomic, political and social situation in this country is significant for the business, financial position and operating result of the Issuer. Domestic political risk might going forward be influenced by the outcome of local elections, general elections (next due in late 2027) or presidential elections, and as a result the policy of the new government. At the same time, bearing in mind the close connection between the Polish economy and the global economy, the Issuer's situation is also influenced by events in the global economy, in particular those relating to monetary policy, geopolitics, socio-political processes or global economic situation.

Risks related to banking system policy and legislation

Risks related to the implementation of economic policy decisions, in particular on the tax front, targeting the banking system by Polish authorities, could negatively affect investors' confidence and the economic activity and, consequently, negatively impact the profitability of the Polish banking sector.

On 7 July 2022, the Parliament approved a bill on crowdfunding for business ventures and assistance to borrowers (the "**Act**"). The Act, among others, introduces credit holidays for PLN mortgage borrowers (possibility of not paying interest and principal up to 8 months in 2022-2023 for PLN mortgage eligible borrowers). Costs of these credit holidays were the direct reason for the significant net loss of Bank Millennium S.A. ("**Bank Millennium**") in Poland in the third quarter of 2022 and consequently a temporary breach of the regulatory minimum capital and minimum eligible liabilities requirements. As a result, Bank Millennium launched a recovery plan and filed a capital protection plan with competent authorities. In late April 2024, the Parliament approved an extension of the Act until the end of the year 2024 with borrowers entitled to suspend up to four instalments between 1 June and 31 December 2024. Income criteria were introduced into the regulation, hence the cost of the extension though still estimated to be material for Bank Millennium was expected to be significantly lower than that of the 2022-2023 scheme. The final cost of the 2024 credit holiday scheme totalled PLN113 million before tax and proved to be much lower than the early estimate of between PLN201 million to PLN247 million before tax, yet was still material from perspective the Bank Millennium’s 2024 results. Given

the expected downward trajectory of local interest rates, odds of further extensions of credit holidays for PLN mortgage borrowers seem low at this stage although cannot be excluded entirely.

Bank Millennium has since the third quarter of 2022 organically restored its capital ratios and they are currently well above regulatory minimums. Yet, further alterations to the abovementioned Act or introduction of any other equally significant customer oriented regulations by the lawmakers/regulators or additional potential losses from current of future litigation processes, like litigation on CHF mortgage loans, may result in further losses and a result in a continuation of the breach of regulatory minimum capital and minimum eligible liabilities requirements in the future.

Mozambique

Domestic political risks

After the presidential elections in October 2024, Mozambique faced significant political and social unrest, leading to a contraction of GDP in the last quarter of 2024. Any deterioration of the economic and financial situation may contribute to the resurgence of political and social tensions, further postponing restarting of LNG operations, impair external donor aid and endanger public debt sustainability which could negatively affect the Bank's business, financial condition, results of operations and prospects.

The natural gas industry in Mozambique has been crucial to both the expansion of economic growth and social change, but it has faced waves of insurgency orchestrated by militants associated with terrorist organisations. The progress of the LNG projects, crucial to the recovery of economic growth, has been affected as attacks have occurred in areas closer to the projects operations site. In this context, if the scale and frequency of attacks in gas-rich Cabo Delgado Province intensifies it could hinder the natural gas industry activity and thereby the expansion of economic activity and social progress. Technological trends, social preferences and political choices associated to climate change may also impact on the LNG developments. Any of these factors could negatively affect the Bank's business, financial condition, results of operations and prospects.

Commodity prices risks

Mozambique is an important exporter of several commodities. Being dependent on external demand and donor aid, the Mozambican economy could face significant pressure on its public finances, on real economic activity and on its exchange rate if the world economic activity slows down and risk aversion sentiment sets in. This could negatively impact the ongoing reforms efforts addressing debt sustainability and social stability, increase the country's dependence from multilaterals' financing. In such circumstances, the Bank's business, financial condition, results of operations and prospects could be negatively affected.

Angola

Commodity prices risks

Angola's economy has been recovering on the back of an oil sector rebound but inflation pressures remain elevated demanding tight management of monetary and liquidity conditions. Given the reliance of the Angolan economy on oil exports and high external debt service, any risks of global economic slowdown, lower oil prices or lower oil demand could reignite significant pressure on Angola's public finances, on the real economic activity and on its exchange rate. Such an adverse environment could interfere on the ongoing vast reforms aiming for more diversified growth, sounder public finances and a robust financial stability framework. In such circumstances, the Bank's business, financial condition, results of operations and prospects could be negatively affected.

1.2 Legal and Regulatory Risks

The Bank is subject to complex regulation that could increase regulatory (among which capital and liquidity) requirements.

The Bank conducts its business in accordance with applicable regulations and is subject to related regulatory risks, including the effects of amendments to laws, regulations and policies applicable in Portugal and in other countries where the Bank operates. Regulatory entities, including the European Commission, the European Banking Authority ("**EBA**"), the European Securities Market Authority ("**ESMA**"), the Single Resolution Board ("**SRB**"), the European Central Bank ("**ECB**"), Banco de Portugal as well as Comissão do Mercado de Valores Mobiliários ("**CMVM**"), Autoridade de Supervisão de Seguros e Fundos de Pensões ("**ASF**"), and other national competent authorities and regulators in countries where the Bank's subsidiaries and branches are located, under their respective competencies, may propose and implement changes to the Bank's regulatory framework, particularly in relation to capital and liquidity adequacy and the scope of the Bank's operations. These regulations are subject to frequent updates and revisions. Consequently, the Bank could face diverse, additional and/or more intense regulation that could adversely and significantly impact the results of its operations.

In May 2019, the Council adopted a comprehensive legislative package (the "**Banking Package**") implementing (i) some of the final elements of the Basel III framework ("**Basel III**") at the European level by way of amendments to Regulation No. 575/2013/EU of the European Parliament and of the Council, of 26 June 2013, as amended (the "**Capital Requirements Regulation**" or "**CRR**") and Directive 2013/36/EU of the European Parliament and of the Council, of 26 June 2013, as amended (the "Capital Requirements Directive" or "**CRD IV**"), that together establish the basis for the prudential regulatory framework for credit institutions, and (ii) on the framework for the recovery and resolution of banks failing or likely to fail, notably Directive 2014/59/EU of the European Parliament and of the Council, of 15 May 2014, as amended (the "**Bank Recovery and Resolution Directive**" or "**BRRD**") and Regulation No. 806/2014/EU of the European Parliament and of the Council, of 15 July 2014 (the "**SRM Regulation**").

The Bank also operates under Decree-Law No. 298/92, of 31 December 1992 (as amended) (the "**Banking Law**"), applicable to credit institutions in Portugal. At the end of 2022, Law No. 23-A/2022, of 9 December was published, which implemented the Capital Requirements Directive V (Directive (EU) 2019/878 ("**CRD V**")) and Directive 2014/59/EU (as amended, the "**Bank Recovery and Resolution Directive**" or "**BRRD II**") on access to banking and prudential supervision and the recovery and resolution of credit institutions and investment firms, respectively.

Measures provided for under these texts are further amended from time to time. In June 2024, new texts of the CRD and CRR (CRD VI/CRR III) were published, including a revised framework for assessing the adequacy of the top management of EU banks, along with other changes in EU banking governance rules. New provisions were also introduced regarding the management, communication, disclosure, governance, and prudential analysis of ESG risks. The new prudential rules of the CRR including requirements related to credit risk, credit valuation adjustment risk, operational risk, market risk, and the minimum total risk exposure amount ("output floor") came into effect on 1 January 2025, but with phased implementation for some situations. To align implementation dates and ensure a level playing field globally, EU authorities have proposed delaying the start date of the new trading book rules (FRTB) by one year. CRD VI must be transposed into national law by Member States by 10 January 2026.

The macroprudential toolkit for banks has been applicable since 2014, mostly comprising a set of prudential tools designed to limit systemic risks and safeguard financial stability. The European Commission has been working on improving the EU macroprudential framework for the banking sector, namely on a legislative proposal that may introduce changes to the banks' capital buffers framework in

place. The National Competent Authorities have responsibility on the setting of macroprudential measures, namely by imposing capital buffers aiming at mitigating systemic risks or sectoral identified risks.

Additional changes to risk weighted assets ("**RWA**") could come from adjustments on internal models, such as those associated with changes to calibration or further to supervisory requirements and recommendations.

The systemic relevance of the institution may also demand being subject to additional requirements, as is the case for a global systemically important institution ("**G-SII**").. Although it is currently not anticipated that Portuguese banks may be classified as G-SIIs, there is no assurance that this will not change in the future. The Bank is currently classified as an "other systemically important institution" ("**O-SII**"), and as such it is subject to concurrent additional capital requirements, which could increase and lead to lower returns on equity.

The European Green Deal as the EU's growth agenda hallmark, comprising an ambitious green transformation plan (climate-neutrality, circular economy and a net-zero economy by 2050) has implications on banks' business and ESG supervision and regulation (including disclosure, sustainable finance, ESG rating transparency and information to customers). In another domain to be highlighted the growing attention to innovation and fintech, encompassing regulation and supervisory focus on technological financial innovation, digital assets, decentralised finance and ICT services operational resilience as is the case of the EU's Digital Operational Resilience Act or the Artificial Intelligence Act.

The implementation of new or revised regulations may increase capital, liquidity or operational requirements and could result in additional preparatory work, disclosure needs, restrictions on certain types of transactions and exposures, limitations to the Bank's strategy, the need to take strategic actions, which may include raising additional capital, issuing funding instruments, and/or limitations to, or modification of, the Bank's earnings derived from margin, fees, capital gains or other sources of income. Any of the above may reduce the business volume and the yield of the Bank's investments, assets or holdings, increase operational costs, all of which could have a material adverse effect on the Bank's business, financial condition, results of operations and prospects. For further details on banking regulation please see "*Description of the Business of the Group – Recent developments on the banking regulation*".

The Banking Union may impose additional regulatory requirements that may impact the Bank's results.

The European Commission established a common regulation (the Single Rule Book) and a common supervisory architecture which comprises the Single Supervisory Mechanism ("**SSM**"), the Single Resolution Mechanism ("**SRM**") and the European Deposits Insurance Scheme ("**EDIS**"). The regulatory framework under the Banking Union and future modifications to it may result in, or require changes to, the strategic positioning of financial institutions, including their business model and risk exposure, and could result in additional costs in order to ensure compliance with the new requirements and may potentially restrict the Bank's ability to comply with its financial undertakings regarding debt and equity instruments. See further "*Description of the Business of the Group – Recent developments on the banking regulation*".

Single Supervisory Mechanism

The Banking Union assigned the role of direct banking supervisor to the European Central Bank (the "**ECB**") to ensure that the largest banks in the Euro zone and in each Member State, which includes the Bank, are independently supervised under common rules. The Bank is currently in compliance with Supervisory Review and Evaluation Process ("**SREP**") requirements. If the Bank's regulatory ratios

(capital and/or liquidity) fall below the thresholds specified or guided by the relevant regulatory entities (including pursuant to the SREP) the Bank may need to adopt additional measures to strengthen those regulatory ratios (including at unfavourable terms), such as an acceleration of deleveraging, the reduction of RWA, divestments, issuance of liabilities and other measures that may include rights issues. Furthermore, any additional capital adequacy requirements imposed on the Bank may result in the need to increase its capital buffers in order to fulfil more demanding capital or liabilities ratio requirements, thereby increasing the costs to the Bank and reducing the return on equity. Any of the aforementioned situations could have a material adverse effect on the Bank's business, financial condition, results of operations and prospects.

During the SREP, the supervisor not only defines banks' capital and liquidity requirements (e.g. Pillar 2 capital requirements ("**P2R**") and Pillar 2 capital guidance ("**P2G**")) but may also decide to impose additional measures on banks, including liquidity and qualitative measures, including deductions to regulatory capital.

As of June 2021, CRD V and the CRR II introduced additional own funds requirements for the leverage ratio for which competent authorities are obliged to assess the risk of excessive leverage and potentially impose a P2R-LR on top of the P1R-LR if the risk of excessive leverage is not covered or not sufficiently covered by P1R-LR. Similarly, to the P2G, the P2G-LR is based on the outcomes of the adverse scenario of the relevant supervisory stress tests. See further "*Description of the Business of the Group – Recent developments on the banking regulation*".

A change in the prudential supervision framework or stemming from the regular supervisory review and evaluation process or macroprudential risks assessment may:

- impose additional capitalisation demands on the Bank, or RWA charges, in particular if the SSM requires the reclassification of assets and/or a revision of coverage levels for impairment, backstop provisions, more demanding internal model parameters which could result in the Bank being subject to additional capital requirements, or to any future stress tests;

- given the classification of the Bank as an O-SII, lead to higher combined capital buffer requirements; and

- lead to higher capital buffers.

If, following a capital requirement exercise, such as a stress test, capital quality or risk management assurance exercise or equivalent exercise, a capital deficit is identified, it could adversely affect the cost of funding for the Bank and have a materially adverse impact on its business, financial condition, results of operations and prospects.

The Bank is also currently compliant with the CRD required liquidity related ratios, i.e., the liquidity coverage ratio ("**LCR**") which requires banks to hold sufficient unencumbered high quality liquid assets to withstand a 30-day stressed funding scenario, and the net stable funding ratio ("**NSFR**") reflecting the amount available of stable funding to its amount of required stable funding.

These requirements may change in the future, a scenario which could have an impact on the Bank's capital and liquidity needs and adversely affect the Bank's business, financial condition, results of operations and prospects. For more information on the topics above see further "*The results of additional stress tests could result in a need to increase capital or a loss of public confidence in the Group" and "Description of the Business of the Group – Recent developments on the banking regulation*".

Single Resolution Mechanism

- The BRRD (which implementation into Portuguese law was completed by Law No. 23-A/2015, of 26 March, as amended) establishes a framework for the recovery and resolution of credit institutions and investment companies which contemplates that capital instruments may be subject to non-viability loss absorption, in addition to the application of the general bail-in tool (which may apply to any of the Notes). As such, the use of resolution tools and powers provided for by the Banking Union may disrupt the rights of shareholders and creditors. In particular, the power of the authorities to transfer the shares or all or part of the assets of an institution to a private purchaser without the consent of shareholders affects the property rights of shareholders. In addition, the power to decide which liabilities to transfer out of a failing institution based upon the objectives of ensuring the continuity of services and avoiding adverse effects on financial stability may affect the equal treatment of creditors. For further details please see "*Description of the Business of the Group – Recent developments on the banking regulation*".

- Directive (EU) 2017/2399 of the European Parliament and of the Council of 12 December 2017 (regarding the ranking of unsecured debt instruments in insolvency hierarchy), which amended BRRD, was implemented in Portugal through Law No. 23/2019, of 13 March 2019, creating a new asset class of "non-preferred" senior debt that ranks in insolvency above own-funds instruments and subordinated liabilities that do not qualify as own funds, but below other senior liabilities. Further, it confers a preferential claim to generally all deposits vis-à-vis unsecured senior debt. Additionally, under the final rules to be implemented following the European Commission's proposal to adjust and further strengthen the existing EU bank crisis management and deposit insurance ("**CMDI**") framework, the ranking in insolvency of depositors may be further changed or enhanced. For further details please see "*Description of the Business of the Group – Recent developments on the banking regulation*".

- To avoid having institutions structuring their liabilities in a way that prevents the effectiveness of the bail-in or other resolution tools and to avoid the risk of contagion or a bank run, the BRRD requires that institutions meet a robust minimum requirement for own funds and eligible liabilities ("**MREL**") at all times. MREL is composed of a loss-absorption amount ("**LAA**") and a recapitalisation amount ("**RCA**"). The legal framework defines conditions under which the RCA may be adjusted upwards or downwards. In order to meet MREL requirements, the Bank may need to issue MREL-eligible instruments, impacting its funding structure and financing costs. Such mechanisms and procedures, besides having the capacity to restrain the Bank's strategy, could increase the average cost of the Bank's liabilities, in particular, without limitation, the cost of Additional Tier 1, Tier 2 instruments and other MREL eligible instruments and thus negatively affect the Bank's earnings. These instruments may also result in a potential dilution of the percentage of ownership of existing shareholders, given their potential convertibility features under application of a resolution or other measure or in accordance with their terms. The aforementioned instruments might be viewed by investors as riskier than other debt instruments, primarily due to the risk of capital losses, missed coupon payments, insufficient maximum distributable amount buffer ("**MDA**"), conversion into capital instruments and lack of available distributable items. As a result, investor appetite for these instruments may vary, impacting on the issuance cost or could render the Bank unable to place them in the market. In this case, the Bank would have to issue Common Equity Tier 1 ("**CET1**") capital to meet the mentioned regulatory requirements or issue Additional Tier 1, Tier 2 or other regulatory eligible instruments that would entail an associated coupon expense which may have a material adverse effect on the Bank's business, financial condition, results of operations and prospects. See "*Description of the Business of the Group – Trends Information*" for more information on MREL requirements applicable to the Issuer.

- Decree-Law No. 31-A/2012, of 10 February, which amended the Banking Law, also introduced the creation of the privileges accorded to claims associated with loans backed-up by deposits under the Deposit Guarantee Fund ("**DGF**"), as well as credit secured by the DGF, the Integrated Mutual Agricultural Scheme (which, in Portugal, is formed by the Central Mutual Agricultural Bank (Caixa Central de Crédito Agrícola Mútuo) and its associated banks) or the Portuguese Resolution Fund (Fundo de Resolução) (the "**Resolution Fund**"), arising from the potential financial support that these institutions might give in the context of the implementation of resolution measures, in each case within the limits of the applicable laws.

- Under Article 153-O of the Banking Law, the Resolution Fund may be required to finance the implementation of the resolution measures applied by Banco de Portugal and the resulting general and administrative expenses. At the present date, there is no reliable estimate of the potential losses to be incurred by the Resolution Fund, notably those that have been publicly mentioned as potentially arising from (i) the sale of Novo Banco, S.A. ("**Novo Banco**"), (ii) the litigation relating to Banco Espírito Santo, S.A. ("**BES**"), (iii) the resolution process of Banco Internacional do Funchal, S.A. ("**BANIF**") and related expenses, and (iv) the amount and timing of the Bank's contributions to the Resolution Fund and the reimbursement of the loans granted by the Bank to the Resolution Fund. Thus, the impact of the BES and BANIF resolution processes on the Bank, as participant of the Resolution Fund, could depend on external factors not controlled by the Bank, including the proceeds from the Resolution Fund's assets, the future funding needs and contingent liabilities of the Resolution Fund including, without limitation, those related to the sale of Novo Banco to Lone Star. For further details on the Resolution Fund and related contributions of the Bank see "*Description of the Business of the Group – Recent developments on the banking regulation*".

- The financial resources of the Resolution Fund result essentially from the initial and periodical contributions paid by member institutions, the proceeds from the bank levy, created by Law No. 55-A/2010, of 31 December, and the returns on the investment of its financial means.

- The amount of the periodical contribution for the Resolution Fund is calculated every year pursuant to Regulation 1/2013 of Banco de Portugal, as amended by Regulations 8/2014 and 14/2014, using a base rate which is published by Banco de Portugal. There can be no assurance that in the future Banco de Portugal will maintain the current base rate. Increases in the base rate in future years may reduce the Bank's profitability. See "*Description of the Business of the Group – Recent developments on the banking regulation*".

- In the event of a shortage of funds, a negative financial impact, of an uncertain nature, on the Resolution Fund and, indirectly, on the Portuguese banking sector, could occur. The definition of the financing structure of a possible shortage (in terms of type of contribution, its distribution in time and any recourse to temporary loans) will depend on the amount of such hypothetical shortage. See "*Description of the Business of the Group – Recent developments on the banking regulation*".

- This situation has been disclosed in the financial statements of the Bank as a contingent liability, with no impacts recorded on the financials or capital ratios of the Bank, besides the regular contributions. The impact of the above is uncertain and the Bank can give no assurance that the current understanding, framework, accounting treatment and related contributions will not change in the future (including that recourse to special contributions may occur) and as such there is no guarantee that the Bank's business, financial condition, results of operations, prospects and capital ratios will not be affected by the factors described above.

European Deposit Insurance Scheme

The establishment of EDIS is contingent on certain political decisions, in particular as to whether it should be a system based on the reinsurance between the several national deposit guarantee funds or a mutualisation mechanism at European level. The decision and implementation processes of the guarantee scheme may have material adverse effects on the Bank's business activity, liquidity, financial condition, results of operations and prospects.

Directive 2014/49/EU of the European Parliament and of the Council, of 16 April 2014, concerning the deposit guarantee systems carried the harmonisation of the deposit guarantee system in force in each of the Member States, including Portugal. The changes contemplate the introduction of size and risk-based contributions by entity and harmonisation of products and depositors covered, maintaining, however, the principle of a harmonised limit per depositor and not per deposit.

According to the BRRD, and consequently the Banking Law, as amended, including, without limitation, the amendments of Law No.23-A/2015, of 26 March and the update brought by the changes to the Banking Law, as of 3 July 2024, banks must ensure that the financial resources available to a deposit guarantee scheme ("**DGS**") amount to a target-level of 0.8% of the amount of DGF-covered deposits. This target level was achieved by December 2023, with the ratio reaching 0.98%.

If, after this target level is reached for the first time, the available financial resources are less than two thirds of the target level, Banco de Portugal will set the periodic contributions at a level that allows the target level to be reached within six years. If the available financial resources are not sufficient to reimburse the depositors, in the event of unavailability of deposits, DGS members must pay ex-post contributions not exceeding 0.5% of the DGF-covered deposits for the exercise period of the DGF. In exceptional circumstances, the DGS can request a higher amount of contribution with the approval of Banco de Portugal.

The exemption from the immediate payment of ex-ante contributions shall not exceed 30% of the total amount of contributions raised. This possibility depends on the credit institutions undertaking irrevocable payment commitments, which may be called by the DGF at any time (impacting on earnings but not on regulatory capital), to pay part of or the whole amount of the contribution which has not been paid in cash to the DGF, that are fully backed by collateral composed of low-risk assets unencumbered by any third-party rights and partly or wholly pledged in favour of the DGF at the DGF's request. Since 2011, all contributions made by the Bank to the DGF have been made entirely in cash (the current amount of irrevocable payment commitments outstanding is of approx. EUR 47.2 million).

The additional indirect costs of the deposit guarantee systems may be significant and can consist of costs associated with the provision of detailed information to clients about products, costs of compliance with specific regulations on advertising for deposits or other products similar to deposits. They can therefore affect the activity of the relevant banks and consequently their business activities, financial condition, results of operations and prospects.

The European Union is proceeding with a review of the CMDI framework that may entail changes to the single resolution mechanism and deposit guarantees schemes framework which could impact on the Bank's contributions to such schemes.

The resolutions adopted by the European Commission regarding financial services and products in the context of disclosure compliance and investor protection, changes in consumer protection laws, the effects of higher interest rates and policies in support of families but at cost to the banks may limit the business approach, increase contributions or limit fees that the Bank can charge in certain banking transactions.

Several European Commission regulatory initiatives regarding financial services and products have been implemented in the past few years, including:

(1) The Markets in Financial Instruments Directive II, Directive 2014/65/EU of the European Parliament and of the Council, of 15 May 2014, as amended ("**MiFID II**"), which has been implemented in Portugal through Law No. 35/2018, of 20 July 2018, and is already in force, and the Markets in Financial Instruments Regulation, Regulation (EU) No. 600/2014 of the European Parliament and of the Council, of 15 May 2014, as amended ("**MiFIR**"). Some topics of the MiFID II and MiFIR framework have been revised, which will give investors a better access to the market data and increase transparency.

(2) Regulation (EU) No. 1286/2014 of the European Parliament and of the Council, of 26 November 2014, as amended, relating to packaged retail and insurance-based investment products ("**PRIIPs**"), complemented by Delegated Regulation (EU) No. 653/2017 of the Commission, of 8 March 2017, as amended, which applies from 1 January 2018. On 4 January 2018, the CMVM issued a "Circular" regarding PRIIPs subject to the CMVM's supervision, outlining further applicable requirements and Law 35/2018, of 20 July 2018 introduced the legal framework for PRIIPs in Portugal. An amendment to PRIIPs as regards the modernisation of the key information document is underway concerning clarity in communication, prevention of misleading marketing, mitigating potential conflicts of interest of advisers and increasing the value for money of retail investments.

(3) The Payment Services Directive, Directive (EU) 2015/2366 of the European Parliament and of the Council, of 25 November 2015, as amended, ("**PSD 2**") was implemented in Portugal through Decree-Law No. 91/2018, of 12 November 2018, creating new types of payment services and reinforcing customer protection and security. Proposals to update the PSD2 were adopted by the European Commission on 28 June 2023 with a view to further improve consumer protection and competition in electronic payments. The European Commission has proposed a new set of legislative proposals – the third Payment Services Directive, the Payment Services Regulation and Financial Data Access Regulation that will allow the sharing of financial data with third parties.

(4) The European Market Infrastructure Regulation, Regulation (EU) No. 648/2012 of the European Parliament and of the Council, of 4 July 2012, as amended ("**EMIR**"), which sets out procedures regarding central clearing of standardised over the counter ("**OTC**") derivative contracts, margin and operational risk mitigation requirements for OTC derivative contracts that are not centrally cleared; reporting obligations for derivative contracts and specific requirements for central counterparties and trade repositories).

(5) The EU Benchmarks Regulation, Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds, introduces a regime for benchmark interest rates and may lead to changes of the rates used as reference rates in the Bank's normal course of business, impacting margins, business approach and operations. Under the borrower's support framework in Poland the reference rate WIBOR will be replaced by a risk-free rate over the medium term. The EURIBOR complies with the Benchmark Regulation

and currently there are no plans to discontinue or replace it. However, banks are required to adopt fallback rates in case EURIBOR ends.

(6) The Regulation (EU) 2022/2554 of the European Parliament and of the Council of 14 December 2022 ("**DORA Regulation**"), applicable from 17 January 2025, entered into force in January 2023, establishing the requirements about the security of network and information systems supporting the operational processes of financial entities.

(7) The European institutions are strongly supporting the transition to a low-carbon, more resource-efficient and sustainable economy and have been at the forefront of efforts to build a financial system that supports sustainable growth, ensuring the consistent integration of sustainability risks in risk management systems of banks, including climate change stress tests. As part of the Green Deal, the European Commission introduced three directives and regulations: (i) Corporate Sustainability Reporting Directive ("**CSRD**") requiring companies to report on their ESG performance; (ii) Corporate Sustainability Due Diligence Directive ("**CSDDD**") to foster sustainable and responsible corporate behaviour in companies' operations and (iii) EU Taxonomy Regulation, a classification system established to clarify which economic activities are environmentally sustainable.

In February 2025, the European Commission adopted a package of proposals to simplify EU rules on sustainability and EU investments bringing together proposals in a number of related legislative fields, including sustainable finance reporting, sustainability due diligence, EU Taxonomy, carbon border adjustment mechanism, and European investment programmes. The legislative proposals include changes to the CSRD, CSDDD, and Carbon Border Adjustment Mechanism.

On 12 December 2024, Regulation (EU) 2024/3005 of the European Parliament and of the Council of 27 November was published on the transparency and integrity of ESG rating activities, in force since 2 January 2025, applicable from 2 July 2026, making ESG rating activities more transparent and strengthening the governance of ESG rating providers as well as their independence.

Also, the European Union General Data Protection Regulation, approved by the Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April of 2016, as amended from time to time ("**GDPR**") harmonises data privacy laws across Europe, to protect and empower all European Union citizens' data privacy and to reshape the way organisations across the region approach data privacy.

Decree Law No. 82/2022 of 6 December transposes into national law Directive (UE) 2019/882 of the European Parliament and of the Council on the accessibility requirements for products and services, laying down the applicable provisions to ensure their adequacy on national territory.

Furthermore, the Decree-Law No. 107/2017, of 30 August 2017, lays down the rules on switching of payment accounts, the comparability of commissions, as well as the access to payment accounts with basic features, transposing Directive 2014/92/EU, of the European Parliament and of the Council of 23 July 2014.

On 28 June 2023, the European Commission adopted a legislative proposal that lays the groundwork for the legal framework underpinning the digital euro, a project currently in its early developmental stage.

Under the new consumer agenda, the Consumer Rights Directive has been amended, concerning financial services contracts concluded at a distance, such as online or by phone, ensuring the same high level of consumer protection across Member States. As a part of its 2025 Work Programme, the

Commission announced a Consumer Agenda for the period 2025 to 2030. The 2025-2030 consumer agenda is foreseen for adoption in the fourth quarter of 2025.

Changes in consumer protection laws in Portugal and other jurisdictions where the Bank has operations could limit the fees that banks may charge for certain products and services, such as mortgages, unsecured loans, credit cards and fund transfers and remittances. See "*Description of the Business of the Group – Recent developments on the banking regulation*".

Compliance with these obligations entails increased operational and financial costs for the Bank and may also affect the provision of financial services to customers being subject to sanctions and penalties, and therefore with potential impact on the Bank's overall results.

The implementation of these legal initiatives could affect the regular functioning of the market and significantly impact the Bank's business, financial condition, net income and prospects.

Changes in Portuguese legislation regarding banking commissions and other changes

The Economic and Social Stabilisation Programme approved by the Portuguese Government established an additional solidarity contribution charged to banks, which continuity has been foreseen in the annual state budget law.

Law No. 53/2020, of 26 August 2020, and Law No. 57/2020, of 28 August 2020, set out rules for the protection of consumers of financial services by implementing restrictions on the application of certain bank fees. In addition, Law No. 24/2023, of 29 May and Law No. 19/2022, of 21 October, created new obligations for credit institutions regarding the marketing of mortgage loans, extending the services included in the minimum banking services account and introducing new restrictions on commissions. These measures result in higher operational costs for the Bank.

Further limitations or reductions of commissions charged by banks in the main geographies where the Group operates may adversely affect the business and performance of the Bank.

The geopolitical tensions, the escalation of armed conflicts, localised bank failures along with high inflation, and high interest rates, intensified the uncertainty context, namely concerning future regulatory actions or measures that could have an impact on the Bank’s regular course of business.

The implementation of other initiatives that may arise in the future, and which content is unknown, could impact the Bank's business, financial condition, net income, capital, RWA and overall earnings prospects.

Changes in Polish banking legislation

The Polish government enacted certain regulations to support borrowers comprising interest moratoria, contributions to support fund and benchmark rates reform (Wibor replacement), with significant costs to banks in Poland including Bank Millennium. Though significant effects already materialised (interest rate moratoria), the final impact of this legislation, and potential extension, on the business, financial condition, capital and prospects of Bank Millennium and the Bank remains uncertain.

The Bank is subject to compliance risk, which may lead to claims of non-compliance with regulations and lawsuits by public agencies, regulatory agencies and other parties.

Furthermore, as the Bank operates in a highly regulated industry, it may be subject to claims of non-compliance with regulations and lawsuits by public agencies, regulatory agencies and other parties. The Bank's regulators frequently conduct inspections and request information in respect of the Bank's or its clients' activities and transactions. Any inspections or other proceedings that are unfavourable to the

Bank may result in sanctions, limitations on its business opportunities, or a reduction of its growth potential, and may have an adverse effect on the Bank's ability to comply with certain contractual obligations or retain certain commercial relationships.

Among others, the Bank is subject:

- to provisioning requirements, minimum cash level, credit qualification, record-keeping, privacy, liquidity, permitted investments, contingency, and other prudential and behavioural requirements which have associated costs; any increase or change in the criteria of these requirements could have an impact on the Bank's operations and results;

- to rules and regulations related to the prevention of money laundering, bribery and terrorism financing. Compliance with anti-money laundering, anti-bribery and counter-terrorist financing rules entails significant cost and effort. Non-compliance with these rules may have serious consequences, including adverse legal and reputational consequences and consequences in the Bank's relationship with its clients, partners, service providers and other third parties. Although the Bank believes that its current anti-money laundering, anti-bribery and counter-terrorism financing policies and procedures are adequate to ensure compliance with applicable legislation, the Bank cannot guarantee that it has in the past or will comply, at all times, with all applicable rules or that its regulations for fighting money laundering, bribery and terrorism financing as extended to the whole Group are applied by its employees under all circumstances;

- to competition regulations. In particular, the Bank is subject to laws prohibiting the abuse of a dominant market position and prohibiting agreements and/or concerted practices between business entities that aim to prevent, restrict or distort competition, or have the effect of preventing, restricting or distorting competition. In cases where the Bank is found to have infringed the relevant rules of Portuguese and/or European Union competition law, the Bank is subject to the risk of fines of up to 10% of its consolidated annual turnover in addition to a public announcement of any sanctions issued; and

- in addition to penalties imposed by the European Commission and/or the competent competition authorities, the Bank may be ordered by these entities or by national courts, as applicable, to discontinue certain practices, comply with behavioural or structural remedies, or pay damages to third parties that demonstrate that they have been harmed by the Bank's infringement of competition rules, whether based on an earlier infringement decision by the relevant authority or independent of any such decision. The Bank may also be subject to similar consequences in other jurisdictions where it is active, as imposed by competition authorities or national courts of such jurisdictions. This can lead to material adverse effects on the Bank's business, financial condition, results of operations and prospects.

The Bank is subject to obligations and costs resulting from the legal and regulatory framework related to the prevention, mitigation and monitoring of asset quality.

Several regulatory and legislative initiatives have been and continue to be put in place to address asset quality issues, with particular focus on the non-performing exposures ("**NPEs**") and/or non-performing loans ("**NPLs**") as authorities highlight credit risk and heightened levels of NPLs as key risks facing euro area banks.

In compliance with the ECB's banking supervision, the Bank has been implementing a NPE reduction plan which is closely monitored by the ECB and is globally aligned with the ECB's Guidance on NPL and subsequent Addendum, which addresses the main aspects of the strategy, governance and operations relating to an efficient disposal of NPLs, but adjustments and recommendations can follow from the regular monitoring performed by the supervisor.

Further requirements imposed by the ECB may arise from the follow-up discussions and new regulations on the matter. This could adversely and significantly impact the Bank's business, results of operations, financial condition, including capital position, and prospects.

The implementation of the legal and regulatory framework currently envisaged, as well as any potential additional regulatory or self-regulation measures, could have a material adverse effect on the Bank's business, financial condition, results of operations and prospects. See "*Description of the Business of the Group – Trends Information and Recent developments on the banking regulation*" for further details on the implementation of the Bank's NPL strategy and on regulatory developments regarding NPLs and NPEs.

Changes to tax legislation, regulations, higher taxes, reduction of taxes or lower tax benefits could have an adverse effect on the Bank's activity. Implementation of legislation relating to taxation of the financial sector could have a material adverse effect on the Bank's results of operations.

The Bank might be adversely affected by changes in the tax legislation and other regulations applicable in Portugal, the European Union and other countries in which it operates, as well as by changes in the interpretation of legislation and regulation by the competent Tax Authorities. In addition, the Bank might be adversely affected by difficulties in the interpretation of or compliance with new tax laws and regulations. The materialisation of these risks may have a material adverse effect on the Bank's business, financial condition, results of operations and prospects.

The various measures approved by the Portuguese Republic to ensure budgetary consolidation, stimulate the economy and support the banking system have led to a considerable increase of public debt levels. In the context of low growth, the need to restore the balance of public finances in the medium term led to increased tax costs through the expansion of the tax base, the increase in tax rates and/or reduction of tax benefits, as well as the increase in restrictions on tax planning practices, which may directly affect the Bank's net income. Moreover, changes in legislation may require the Bank to bear additional costs associated with participation in financial stabilisation mechanisms and resolution funds at a national and European level.

For example, despite the *ex-ante* Contribution to the Single Resolution Fund to support the application of resolution measures at EU level, the Bank is still liable to the following bank levy and contributions:

- Under Law No. 55-A/2010, of 31 December, as amended, and Ministerial Order ("*Portaria*") No. 121/2011, of 30 March, as amended, a bank levy is applicable to the Bank (EUR 29.4 million in 2020, EUR 32.9 million in 2021, EUR 36.5 million in 2022, EUR 37.5 million in 2023 and EUR 27.5 million in 2024) and will be applied over (a) the Bank's liabilities at a tax rate of 0.11% and (b) the notional amount of off-balance sheet financial derivatives, excluding hedging derivatives and back-to-back derivatives, at a tax rate of 0.0003%. The taxable base is calculated by reference to an annual average of the monthly balances of the qualifying items, as reflected in the relevant year's approved accounts.

- The Bank is also liable to periodic special and additional contributions that must be paid to the Portuguese Resolution Fund, as stipulated in Decree-Law No. 24/2013 and Law No. 23-A/2015, of 26 March, as amended, (EUR 15.0 million in 2020, EUR 16.8 million in 2021, EUR 18.5 million in 2022, EUR 9.5 million in 2023 and EUR 6.4 million in 2023). The periodic contributions are determined by a base rate, established by the Banco de Portugal through regulatory instruments, to be applied each year and which may be adjusted to the credit institution's risk profile based on the objective incidence of those contributions, deducted from the liability elements that are part of the core capital and supplementary and from the deposits covered by the Deposit Guarantee Fund.

The Supplementary Budget for 2020 introduced a Solidarity Surcharge due by credit institutions and Portuguese branches of credit institutions. The Solidarity Surcharge is levied on the same taxable basis of the above bank levy, as follows:

- Liabilities are subject to a rate of 0.02%; and
- The notional value of off-balance sheet derivative financial instruments is subject to a rate of 0.00005%.

The Solidarity Surcharge due and paid in 2020, 2021, 2022, 2023 and 2024 amounted to EUR 5.8 million, EUR 6.2 million, EUR 6.6 million, EUR 6.8 million and EUR 5 million.

Up to and including 2011, under the terms set out in Banco de Portugal Notice No. 11/94, the Bank could choose to deliver part of the contribution to the Deposit Guarantee Fund and the other part to constitute an irrevocable payment commitment. As a guarantee of the assumption of irrevocable payment commitments assumed until 2012 with the Deposit Guarantee Fund, a security pledge has been created for this purpose, in the amount of EUR 49.4 million (2023: EUR 98,9 million). In 2024 the Bank made a payment of EUR 47.2 million to the Deposit Guarantee Fund, with accumulated irrevocable payment commitments amounting to EUR 47.2 million being recorded in the off-balance sheet items.

Additionally, on 14 February 2013, the European Commission published its proposal for a Council Directive for enhanced co-operation in the form of a financial transaction tax ("**FTT**"), of which Portugal would be a member. Currently, after the withdrawal of the Republic of Estonia as a Member State wishing to participate in the establishment of the enhanced cooperation, 10 countries are participating in the negotiations on the proposed directive, discussing the option of an FTT based on the French model of the tax, and the possible mutualisation of the revenues among the participating member states as a contribution to the EU budget.

Belgium, France, Greece, Italy and Spain have already implemented unilateral FTT. At this stage, there can be no assurance that an FTT or similar additional bank taxes and national financial transaction taxes will not be adopted, at any moment, by the authorities of the jurisdictions where the Bank operates.

During 2022 and 2023, in the Euro area, Spain, Lithuania and Italy imposed temporary levies on credit institutions and financial credit establishments, with different configurations. At this stage, there can be no assurance that similar windfall taxes or levies on the banking sector will not be adopted, at any moment, by the authorities of the jurisdictions where the Bank operates.

On 22 December 2021, the European Commission published its proposal for a Council Directive "on ensuring a global minimum level of taxation for multinational groups in the Union" aimed at implementing the OECD Pillar Two Model Rules on a 15% minimum effective tax rate in the EU Member States. The Draft Directive follows closely the OECD Model Rules, which set out the rules of the so-called Income Inclusion Rule (IIR) and Undertaxed Payment Rule (UTPR).

The Council Directive (EU) 2022/2523 of 14 December, on ensuring a global minimum level of taxation for multinational enterprise groups and large-scale domestic groups in the European Union was published in the Official Journal of the European Union of 22 December 2022.

Member States had until 31 December 2023 to transpose said Directive into domestic legislation. The Council Directive (EU) 2022/2523 of 14 December, was transposed into domestic legislation in Portugal through Law Nº 41/2024 of 8 November.

The regime in question may determine the payment of a top-up complementary tax when a minimum level of taxation of 15% is not observed, on a jurisdictional basis, measured by jurisdiction.

According to the analysis carried out on the potential future impacts of this regime, the Bank estimates that it will meet, in the jurisdictions in which it operates, namely Portugal, Poland and Mozambique, with the necessary requirements for the application of the "transitional safe harbours", thus being excluded, between 2024-2026, from the obligation to calculate any top-up tax.

Any such additional levies and taxes could have a material adverse effect on the Bank's business, financial condition, results of operations and prospects.

The Bank also has ongoing ordinary course disputes with the Tax Authorities and, although it considers the provisions it has made regarding these disputes to be adequate to cover the risk of judgements against the Bank it is unable to ensure their sufficiency or the outcome of such disputes.

1.3 Risks relating to Acquisitions

The Bank may be the object of an unsolicited acquisition bid.

In light of the ongoing trend in Europe towards consolidation in the banking sector, and like any listed company, the Bank could be the target of an unsolicited acquisition bid. If such an acquisition were to occur, there could be changes in its corporate strategy, the main focus of its business, or its operations and resources, which could have a material adverse effect on the Bank's business, financial condition or results.

The Bank or its subsidiaries may engage in mergers and/or acquisitions.

Although the Bank's strategic plan is focused on organic growth and while it has reinforced its commitment to its strategic goals, there is no guarantee that it will not participate in mergers and/or acquisitions in Portugal or elsewhere should such opportunities arise. In the event the Bank or any of its subsidiaries participates in mergers and/or acquisitions, there could be changes in its corporate strategy, in its organisation and structure, its main business focus, its resources, and in its financial condition and results of operations. Additionally, if the Bank or its subsidiaries were to engage in such an operation, it is possible that the Bank may not be able to extract all the cost and/or revenue synergies, totally or partially, associated with such mergers and/or acquisitions. The Bank may also have to bear additional personnel costs resulting from any restructurings needed to integrate acquired operations or businesses successfully. Moreover, future mergers or acquisitions could result in unexpected losses due to unforeseen liabilities, which could have a material adverse effect on the Bank's business, financial condition or results of operations.

1.4 Risks relating to the Bank's Business

The Bank is exposed to risks related to FX-indexed mortgage loans in Poland.

Court claims and current provisions for legal risk

On 31 December 2024, Bank Millennium had 21,854 loan agreements and additionally 2,223 loan agreements from former Euro Bank under individual ongoing litigations (excluding claims submitted by Bank Millennium against clients i.e. debt collection cases) concerning indexation clauses of FX mortgage loans submitted to the courts (52% loans agreements before the courts of first instance and 48% loans agreements before the courts of second instance) with the total value of claims filed by the plaintiffs amounting to PLN 4.58 billion (EUR 1.07 billion) and CHF 331.1 million (EUR 352.9 million). The breakdown of such claims by their respective origin is as follows: (i) (Bank Millennium

portfolio: PLN 4.11 billion (EUR 961.3 million) and CHF 320.1 million (EUR 341.2 million) and (ii) former Euro Bank portfolio: PLN 464.7 million (EUR 108.7 million) and CHF 11 million (EUR 11.7 million). The original value of the portfolio of CHF-denominated agreements granted (the sum of tranches paid to customers), calculated based on the exchange rate on the respective disbursement dates, amounted to PLN 19.4 billion (EUR 4.5 billion) in relation to 109 thousand loan agreements. The Bank Millennium portfolio accounted for PLN 18.3 billion (EUR 4.3 billion) across 103.8 thousand loan agreements, while the former Euro Bank portfolio represented PLN 1.1 billion (EUR 0.3 billion) across 5.2 thousand loan agreements. Out of the 21,854 Bank Millennium loan agreements in ongoing individual cases, 431 are also part of class action. From the total number of individual litigations against the Bank approximately 3,600 or 16% were submitted by borrowers that had already naturally or early fully repaid the loan or were converted to polish zloty at the moment of submission and had not a settlement agreement. Approximately another 880 cases correspond to loans that were fully repaid during the proceedings (as court proceedings are lengthy).

The claims formulated by the clients in individual proceedings primarily concern the declaration of invalidity of the contract and payment for reimbursement of paid principal and interest instalments as undue performance, due to the abusive nature of indexation clauses, or maintenance of the agreement in PLN with interest rate indexed to CHF Libor.

In addition, Bank Millennium is a party to the group proceedings (class action) subject matter of which is to determine the Bank's liability towards the group members based on unjust enrichment (undue benefit) ground in connection with the foreign currency mortgage loans concluded. It is not a payment dispute. The judgment in these proceedings will not directly grant any amounts to the group members. The number of credit agreements covered by these proceedings is 3,273. Out of 3,273 loan agreements in class action 431 are also part of ongoing individual cases, 1,563 concluded settlements and 29 received final verdicts (invalidation of loan agreement). On 24 May 2022 the court issued a judgment on the merits, dismissing the claim in full. On 13 December 2022 the claimant filed an appeal against the judgment of 24 May 2022. On 25 June 2024, an appeal hearing took place during which the Bank filed a motion to amend the composition of the group by excluding those members who had entered into an amicable settlement. The court required the plaintiffs' legal representatives to submit a written position on the current composition of the group. The date of the hearing will be scheduled by the court *ex officio*.

The intense advertising campaign observed in the public domain affects the number of court disputes. Until the end of 2019, 1,984 individual claims were filed against Bank Millennium (in addition, 236 against former Euro Bank), in 2020 the number increased by 3,005 (265), in 2021 the number increased by 6,157 (423), in 2022 the number increased by 5,758 (408), in 2023 the number increased by 6,879 (646), while in 2024 the number increased by 5,902 (672).

Based on ZBP (the Polish Banking Association) data gathered from all banks having FX mortgage loans, vast majority of disputes were finally resolved against the banks. As far as Bank Millennium (including the former Euro Bank portfolio) is concerned, from 2015 until the end of 2024, 8,557 cases were finally resolved (8,450 in claims submitted by clients against the Bank and 107 in claims submitted by the Bank against clients i.e. debt collection cases) out of which 2,561 were settlements, 88 were remissions, 75 rulings were favourable for the Bank and 5,833 were unfavourable including both invalidation of loan agreements as well as conversions into PLN+LIBOR. Bank Millennium undertakes proper legal actions in order to secure repayment of initially disbursed capital of the loan.

The outstanding gross balance of the loan agreements under individual court cases and class action against Bank Millennium (including the former Euro Bank portfolio) on 31 December 2024 was CHF 1.2 billion (EUR 1.28 billion), of which the outstanding amount of the loan agreements under the class action proceeding was CHF 86 million (EUR 91.7 million).

If all Bank Millennium's originated loan agreements currently under individual and class action court proceedings would be declared invalid without any compensation for the use of capital, the pre-tax cost could reach PLN 7.1 billion (EUR 1.65 billion). Overall losses would be higher or lower depending on the final court jurisprudence in this regard and the consideration of additional costs in the court verdicts.

In the twelve months of 2024, Bank Millennium created PLN 1.98 billion (EUR 459.8 million) of provisions for Bank Millennium originated portfolio and PLN 199.9 million (EUR 46.4 million) for former Euro Bank originated portfolio. The balance sheet value of provisions for Bank Millennium's portfolio at the end of December 2024 was PLN 7.72 billion (EUR 1.8 billion), and for the former Euro Bank portfolio, PLN 739.6 million (EUR 172.9 million).

The methodology developed by Bank Millennium of calculating provisions for legal risk involved with indexed loans is based on the following main parameters resulting from historical observations or expert assumptions:

(i) the number of ongoing cases (including class action agreements) and potential future lawsuits;

(ii) as regards the number of future court cases, the Bank monitors customer behaviours, analyses their willingness to sue the Bank, including due to economic factors and applies the following assumptions:

  a) regarding active loans (i.e., loans with an outstanding balance), the Bank estimates the percentage of customers covered by methodology in this group of clients at 88% of the total number of active loans (including expected number of amicable settlements);

  b) regarding loans already fully repaid or converted to polish zloty, the Bank attributes a much lower probability of becoming the subject of a court case (the Bank assumes that approximately 24% of the repaid loans that had an economic justification for suing the Bank but were not covered by a prior settlement have sued or will decide to sue the Bank in the future).

(iii) the amount of Bank's potential loss in the event of a specific court judgment (including statutory interest estimation);

(iv) the probability of obtaining a specific court judgement calculated on the basis of statistics of judgments in cases where the Bank is a party;

(v) estimates involved with amicable settlements with clients, concluded in court or out of court:

  a) the Bank assumes a 12% probability of success in concluding a settlement as part of negotiations conducted with clients in the course of court proceedings;

  b) negotiations are conducted on a case-by-case basis and can be stopped at any time by the Bank;

c) due to significant negotiation efforts already made in the past, the probability of success in these negotiations in the future is decreasing, and at the same time most customers have already contacted the Bank regarding the possible conversion of loans into PLN, so at the moment the Bank adopts a conservative approach when taking into account the potential impact of this fact

Bank Millennium is open to negotiate case by case favourable conditions for early repayment or conversion of loans to PLN. As a result of these negotiations, the number of active FX mortgage loans originated by Bank Millennium decreased by 25,883. As of the end of 2024, Bank Millennium had 24,573 active FX mortgage loans. Cost incurred in conjunctions with these negotiations totalled PLN 2.22 billion (EUR 515 million). These costs are presented mainly under the headings 'Result on exchange differences' (note 5) and 'Result on modification' (note 10) in the income statement, which amounted, in 2024, to PLN 403.4 million (EUR 93.7 million) and PLN 146.6 million (EUR 34.06 million), respectively.

Taking into consideration the aforementioned information regarding court proceedings (both ongoing and closed following final verdicts), settlements already concluded, and assumptions regarding the future number of court cases and settlements, as well as the historical number and original amount of loans granted, it may be concluded that the already materialised risk (as reflected in the provisions and losses recognised in the profit and loss account) corresponds to 60% of the historical number of loans granted and 73% of the originally disbursed capital.

Legal risk from former Euro Bank portfolio is fully covered by Indemnity Agreement with Société Générale.

Bank Millennium analysed the sensitivity of the amount of the provision to changes in specific methodology parameters:

Parameter	Scenario	Impact on loss
Change in the number of court cases adopted in the assumptions	In addition 1,000 new customers file a lawsuit against the Bank	PLN 188 million (EUR 43.7 million)
Change in costs incurred in connection with the judgment or settlement	Change in cost levels by 1% compared to the assumed	PLN 77 million (EUR 17.9 million)

On 8 December 2020, Mr. Jacek Jastrzębski, the Chairman of the Polish Financial Supervision Authority ("**PFSA**") proposed a 'sector' solution to address the sector risks related to FX mortgages. The solution would consist in offering banks' clients a voluntary possibility of concluding arrangements based on which a client would settle a CHF Mortgage Loan as if it was a PLN loan bearing interest at an appropriate WIBOR rate increased by the margin historically employed for such loans. The decision to generally implement this solution could imply the need of creating upfront provisions for the losses resulting from the conversion of CHF Mortgage Loans. Bank Millennium in practice has been using

elements of the proposal of above system solution on many individual negotiations with FX mortgage borrowers, including in the course of court proceedings.

Due to the circumstances stemming from the Court of Justice of the European Union ("**CJEU**") which excludes demanding by the Bank amounts exceeding the return of disbursed capital, the possibility of successful implementation of a general offer of KNF solution is low.

It can reasonably be assumed that the legal issues relating to foreign currency mortgage loans will be further examined by the polish courts and the **CJEU** which could potentially result in the further interpretations, that are relevant for the assessing of the risks associated with proceedings.

The issues related to the statute of limitations applicable to restitution claims by both Bank Millennium and the customers, following the invalidation of a loan agreements, remain an area subject to further judicial jurisprudence interpretation by Polish courts. Legal developments in this regard may impact the amount of provisions required in the future.

The Court of Justice of the European Union and the Polish Supreme Court rulings relevant to risk assessment

Jurisprudence of the Court of Justice of the European Union

On 3 October 2019, the **CJEU** issued the judgment in Case C-260/18 in connection with the preliminary questions formulated by the District Court of Warsaw in the case against Raiffeisen Bank International AG. The judgment of the CJEU, as regards the interpretation of European Union law made therein, is binding on domestic courts. The judgment in question interpreted Article 6 of Directive 93/13. In the light of the subject matter judgment the said provision must be interpreted in such a way that:

(i) the national court may invalidate a credit agreement if the removal of unfair terms detected in this agreement would alter the nature of the main subject-matter of the contract;

(ii) the effects for the consumer's situation resulting from the cancellation of the contract must be assessed in the light of the circumstances existing or foreseeable at the time when the dispute arose and the will of the consumer is decisive as to whether he wishes to maintain the contract;

(iii) Article 6 of the Directive precludes the filling-in of gaps in the contract caused by the removal of unfair terms from the contract solely on the basis of national legislation of a general nature or established customs;

(iv) Article 6 of the Directive precludes the maintenance of unfair terms in the contract if the consumer has not consented to the maintenance of such terms. It can be noticed the CJEU found doubtful the possibility of a credit agreement being performed further in PLN while keeping interest calculated according to LIBOR.

The CJEU judgment concerns only the situation where the national court has previously found the contract term to be abusive. It is the exclusive competence of the national courts to assess, in the course of judicial proceedings, whether a particular contract term can be regarded as abusive in the circumstances of the case.

On 29 April 2021, the CJEU issued the judgement in the case C-19/20 in connection with the preliminary questions formulated by the District Court in Gdańsk in the case against of ex-BPH S.A., the CJEU said that:

(i) it is for the national court to find that a term in a contract is unfair, even if it has been contractually amended by those parties. Such a finding leads to the restoration of the situation that the consumer would have been in in the absence of the term found to be unfair, except where the consumer, by means of amendment of the unfair term, has waived such restoration by free and informed consent. However, it does not follow from Council Directive 93/13 that a finding that the original term is unfair would, in principle, lead to annulment of the contract, since the amendment of that term made it possible to restore the balance between the obligations and rights of those parties arising under the contract and to remove the defect which vitiated it;

(ii) the national court may remove only the unfair element of a term in a contract concluded between a seller or supplier and a consumer where the deterrent objective pursued by Council Directive 93/13 is ensured by national legislative provisions governing the use of that term, provided that that element consists of a separate contractual obligation, capable of being subject to an individual examination of its unfair nature. At the same time, provisions of the Directive preclude the referring court from removing only the unfair element of a term in a contract concluded between a seller or supplier and a consumer where such removal would amount to revising the content of that term by altering its substance;

(iii) the consequences of a judicial finding that a term if a contract concluded between a seller or supplier and a consumer is unfair are covered by national law and the question of continuity of the contract should be assessed by the national court of its own motion in accordance with an objective approach on the basis of those provisions;

(iv) the national court, finding that a term in a contract concluded between a seller or supplier and a consumer is unfair, shall inform the consumer, in the context of the national procedural rules after both parties have been heard, of the legal consequences entailed by annulment of the contract, irrespective of whether the consumer is represented by a professional representative.

On 18 November 2021, the CJEU issued a judgment in case C-212/20 in connection with questions submitted by the District Court for Warsaw Wola in Warsaw in the case against Raiffeisen Bank International AG. The CJEU stated that:

(i) the content of the clause of the loan agreement concluded between the entrepreneur and the consumer fixing the purchase and sale price of the foreign currency to which the loan is indexed should, on the basis of clear and comprehensible criteria, enable the consumer who is reasonably well informed and sufficiently observant and rational to understand how the exchange rate of the foreign currency used to calculate the amount of the loan instalments is determined, so that the consumer is able to determine himself at any time the exchange rate used by the entrepreneur;

(ii) a national court which has found that a term of the agreement concluded between an entrepreneur and a consumer is unfair cannot interpret that term in order to mitigate its unfairness, even if such an interpretation would correspond to the common will of the parties.

On 10 June 2021, the CJEU issued an order in case C-198/20 in connection with questions submitted by the District Court for Warsaw Wola in Warsaw in the case against Santander Bank Polska SA. The CJEU stated that the protection provided for in Council Directive 93/13/EEC is granted to all consumers, not just those who can be considered to be 'duly informed and reasonably observant and circumspect average consumer'.

On 8 September 2022, the CJEU issued a judgment in joined cases C-80/21, C-81/21, C-82/21 in connection with questions submitted by the District Court for Warsaw Śródmieście in Warsaw in cases against Deutsche Bank SA and mBank SA. The CJEU stated that:

(i) a national court may find that the parts of a contractual term of the agreement concluded between a consumer and an entrepreneur which render it unfair are unfair, if such a deletion would not amount to a change in the content of that term that affects its substance, which is for the referring court to verify;

(ii) a national court cannot, after annulling an unfair term contained in an agreement concluded between a consumer and an entrepreneur which does not render the agreement invalid in its entirety, replace that term with a supplementary provision of the national law;

(iii) a national court may not, after having declared invalid an unfair term contained in an agreement concluded between a consumer and an entrepreneur which entails the invalidity of that agreement in its entirety, replace the contractual term which has been declared invalid either by interpretation of the parties' declaration of intent in order to avoid the cancellation of that agreement or by a provision of national law of a supplementary nature, even if the consumer has been informed of the effects of the invalidity of that agreement, and accepted them;

(iv) the ten-year limitation period for a consumer's claim seeking reimbursement of sums unduly paid to the entrepreneur in performance of an unfair term of a loan agreement does not start to run on the date of each performance made by the consumer if the consumer was not able on that date to assess on his own the unfairness of the contractual term or if he had not become aware of the unfair nature of that term and without taking into account the circumstances that the agreement provided for a repayment period (in this case thirty years, well in excess of the ten-year statutory limitation period).

On 16 March 2023, the CJEU issued a judgment in a case registered under case number C-6/22, following preliminary questions submitted by the District Court for Warsaw-Wola in a case against the former Getin Noble Bank S.A. In the judgment, the CJEU ruled that:

(i) in the event that a contract concluded between a consumer and a seller or supplier is declared invalid because one of its terms is unfair, it is for the Member States, by means of their national law, to make provision for the effects of that invalidation, in compliance with the protection granted to the consumer by that directive, in particular, by ensuring the restoration of the legal and factual situation that he or she would have been in if that unfair term had not existed.

(ii) a national court is not allowed:

a. to examine of its own motion, without any prerogative conferred on it by national law in that regard, the financial situation of a consumer who has sought the invalidation of the contract between him or her and a seller or supplier on account of the presence of an unfair term without which the contract cannot legally continue to exist, even if that invalidation is liable to expose the consumer to particularly unfavourable consequences and,

b. to refuse to declare that invalidation where the consumer has expressly sought it, after being objectively and exhaustively informed of the legal consequences and the particularly unfavourable financial consequences which it may have for him or her.

(iii) a national court is not allowed, after it has found that a term in a contract concluded between a seller or supplier and a consumer is unfair, to fill gaps resulting from the removal of the unfair term contained therein by the application of a provision of national law which cannot be characterised as a supplementary provision. However, it is for the national court, taking account of its domestic law as a whole, to take all the measures necessary to protect the consumer from the particularly unfavourable consequences which annulment of the contract might entail for him or her.

On 8 June 2023, the CJEU issued a judgment in a case registered under case number C-570/21, following preliminary questions submitted by the District Court in Warsaw in a case against the former Getin Noble Bank S.A. In the judgment, the CJEU ruled that:

(i) provisions of Council Directive 93/13 must be interpreted as meaning that the concept of 'consumer', within the meaning of that provision, covers a person who has concluded a loan contract intended for a purpose in part within and in part outside his or her trade, business or profession, together with a joint-borrower who did not act within his or her trade, business or profession, where the trade, business or professional purpose is so limited as not to be predominant in the overall context of that contract.

(ii) provisions of Directive 93/13 must be interpreted as meaning that in order to determine whether a person falls within the concept of 'consumer', within the meaning of that provision, and, specifically, whether the trade, business or professional purpose of a loan contract concluded by that person is so limited as not to be predominant in the overall context of that contract, the referring court is required to take into consideration all the relevant circumstances surrounding that contract, both quantitative and qualitative, such as, in particular, the distribution of the borrowed capital between, on the one hand, a trade, business or profession and, on the other hand, a non-professional activity and, where there are several borrowers, the fact that only one of them is pursuing a professional purpose or that the lender made the grant of credit intended for consumer purposes conditional on a partial allocation of the amount borrowed to the repayment of debts connected with a trade, business or profession.

On 15 June 2023, the CJEU issued a judgment in a case registered under case number C-287/22, following preliminary questions submitted by the District Court in Warsaw in a case against the former Getin Noble Bank S.A. In the judgment, the CJEU ruled that provisions of the Directive 93/13 must be interpreted as precluding national case-law according to which a national court may dismiss an application for the grant of interim measures lodged by a consumer seeking the suspension, pending a final decision on the invalidity of the loan agreement concluded by that consumer on the ground that that loan agreement contains unfair terms, of the payment of the monthly instalments due under that loan agreement, where the grant of those interim measures is necessary to ensure the full effectiveness of that decision.

On 15 June 2023, the CJEU issued a judgment in a case registered under case number C-520/21, following preliminary questions submitted by the District Court in Warsaw in a case against Bank Millennium, in which indicated that Directive 93/13 does not expressly regulate the consequences of invalidity of a contract concluded between a credit institution and a consumer after the removal of unfair terms contained therein. The CJEU stated that:

(i) the provisions of the Directive 93/13 do not preclude a judicial interpretation of national law, according to which the consumer has the right to demand compensation from the credit institution beyond the reimbursement of monthly instalments and costs paid for the performance of this contract

and the payment of statutory default interest from the date of the request for payment provided that the objectives of Directive 93/13 and the principle of proportionality are respected.

(ii) the provisions of Directive 93/13 preclude the judicial interpretation of national law, according to which a credit institution has the right to demand compensation from the consumer that goes beyond the return of the capital paid for the performance of this contract and beyond the payment of statutory default interest from the date of the request for payment.

On 21 September 2023, the CJEU issued a judgement in a case registered under case number C-139/22, following preliminary questions submitted by the District Court in Warsaw in a case against mBank S.A. The CJEU stated that:

(i) provisions of the Directive 93/13 must be interpreted as not precluding a contractual term which has not been individually negotiated from being regarded as unfair by the national authorities concerned merely by virtue of the fact that its content is equivalent to that of a standard contract term entered in the national register of standard business terms held to be unlawful;

(ii) the contractual term which, because of the circumstances for the performance of certain obligations of the consumer concerned provided for in that term, must be regarded as unfair, may not cease to be considered unfair on account of another term of that contract which provides for the possibility for that consumer to perform those obligations under different circumstances;

(iii) a seller or supplier is obliged to inform the consumer concerned of the essential characteristics of the contract concluded with that seller or supplier and the risks associated with that contract, even though that consumer is its employee and has relevant knowledge in the field of the contract.

On 7 December 2023, the CJEU issued the judgement in the case C-140/22 in connection with the preliminary questions formulated by the District Court in Warsaw in the case against mBank S.A. The Court stated that provisions of the Directive 93/13 must be interpreted as meaning that, in the context of the cancellation, in its entirety, of a mortgage loan agreement concluded with a consumer by a banking institution on the ground that that agreement contains an unfair term without which it cannot continue in existence:

(i) they preclude the judicial interpretation of national law according to which the exercise of the rights which that consumer draws from that directive is conditional on the lodging, by that consumer, before a court, of a declaration by which he or she states, first, not to consent to that unfair term remaining effective, secondly, to be aware of the fact that the nullity of that term entails the cancellation of that agreement and, moreover, of the consequences of that cancellation and, thirdly, to consent to the cancellation of that agreement;

(ii) they preclude the compensation sought by the consumer concerned in respect of the restitution of the sums paid by him or her in the performance of the agreement at issue being reduced by the equivalent of the interest which that banking institution would have received if that agreement had remained in force.

The CJEU by an order of 11 December 2023, closed the case registered under case number C-756/22 initiated by the District Court in Warsaw in the case brought by Bank Millennium and ruled that the provisions of Directive 93/13 must be interpreted as meaning that, in the context of declaring a mortgage loan agreement concluded with a consumer by a banking institution to be invalid in its entirety on the grounds that the contract contains unfair terms without which it cannot be continued, they preclude a judicial interpretation of the law of a Member State according to which that institution is entitled to recover from that consumer amounts other than the capital paid in performance of that contract and statutory interest for delay from the time of the demand for payment.

On 14 December 2023, the CJEU issued the judgement in the case C-28/22 in connection with the preliminary questions referred by the District Court in Warsaw in the case of ex-Getin Noble Bank S.A. The Court stated that:

(i) provisions of Directive 93/13 read in the light of the principle of effectiveness must be interpreted as precluding a judicial interpretation of national law according to which, following the cancellation of a mortgage loan agreement concluded with a consumer by a seller or supplier, on account of unfair terms contained in that agreement, the limitation period for the claims of that seller or supplier stemming from the nullity of that agreement starts to run only as from the date on which the agreement becomes definitively unenforceable, whereas the limitation period for the claims of that consumer stemming from the nullity of that agreement begins to run as from the day on which the consumer became aware, or should reasonably have become aware, of the unfair nature of the term entailing such nullity;

(ii) provisions of the Directive 93/13 must be interpreted as not precluding a judicial interpretation of national law according to which it is not for a seller or supplier who has concluded a mortgage loan agreement with a consumer to ascertain whether the consumer is aware of the consequences of the removal of the unfair terms contained in that agreement or of that agreement being no longer capable of continuing in existence if those terms were removed;

(iii) provisions of the Directive 93/13, read in the light of the principle of effectiveness, must be interpreted as precluding a judicial interpretation of national law according to which, where a mortgage loan agreement concluded with a consumer by a seller or supplier is no longer capable of continuing in existence after the unfair terms in that agreement have been removed, that seller or supplier may rely on a right of retention which allows him or her to make the restitution of the sums which it has received from that consumer conditional on that consumer making an offer to repay the sums which he or she has himself or herself received from that seller or supplier or to provide a security for the repayment of those sums, where the exercise by that seller or supplier of that right of retention entails the loss, for that consumer, of the right to obtain default interest as from the expiry of the time limit set for performance by the seller or supplier concerned, following receipt by that seller or supplier of a request to repay the sums he or she had been paid in performance of that agreement.

The CJEU by an order of 15 January 2024, closed the case registered under case number C-488/23 following a question from the District Court of Warsaw, indicating that the right of a financial institution

to demand the valorisation of the disbursed capital after a loan agreement has been declared invalid was excluded in the judgment of 15 June 2023 issued in case C-520/21.

On 18 January 2024, the CJEU issued the judgement in the case C-531/22 in connection with the preliminary questions referred by the District Court in Warsaw in the case of ex-Getin Noble Bank S.A. The Court stated that:

(i) the provisions of Directive 93/13 preclude national legislation which provides that a national court may not examine of its own motion the potentially unfair nature of the terms contained in a contract and draw the consequences thereof, where it is supervising enforcement proceedings carried out on the basis of a final decision to issue an order for payment which is subject to res judicata:

a. if the regulations do not provide for such an examination at the stage of issuing a payment order, or

b. if such examination is provided for only at the stage of opposition to the order for payment in question, provided that there is a significant risk that the consumer in question will not file the required opposition either because the time limit specified for this purpose is very short, or because of the cost of the proceedings before the court in relation to the amount of the disputed debt, or because the national legislation does not provide for the obligation to provide that consumer with all the information necessary for him to establish the extent of his rights;

(ii) the provisions of Directive 93/13 do not preclude national case law according to which the entry of a term of a contract in a national register of prohibited clauses has the effect of declaring that term unfair in any proceedings involving a consumer, including against a trader other than the one against whom proceedings for the entry of the said term in that national register were pending, and where that term does not have the same wording as the term entered in the said register, but has the same meaning and has the same effect with respect to the consumer in question.

By decision of 3 May 2024, the CJEU closed case no. C-348/23, initiated following a preliminary question from the District Court in Warsaw. The Court held that EU law precludes making the legal effects declaring a contract invalid conditional upon the consumer fulfilling a prerequisite: namely, submitting a declaration before the national court stating that they do not consent to the continued application of the contractual term, are aware that the invalidity of the term results in the annulment of the loan agreement and its consequences, and that they consent to the annulment of the agreement.

By decision of 8 May 2024, the CJEU closed the case no. C-424/22, referred by the Regional Court in Kraków, holding that EU law precludes a financial institution from invoking a right of retention that makes disbursement of amounts to the consumer by the court conditional upon the consumer simultaneously offering reimbursement or security for the return of the full amount received from the institution.

Jurisprudence of the Polish Supreme Court

On 7 May 2021, the Supreme Court composed of 7 judges of the Supreme Court, issued a resolution for which the meaning of legal principle has been granted, stating that:

1. An abusive contractual clause (art. 385(1) § 1 of the Polish Civil Code), by force of the law itself, is ineffective to the benefit of the consumer who may consequently give conscious and free consent to this clause and thus restore its effectiveness retroactively.

2. If without the ineffective clause the loan agreement cannot bind, the consumer and the lender shall be eligible for separate claims for return of monetary performances made in exercising this agreement (art. 410 § 1 in relation to art. 405 of the Polish Civil Code). The lender may demand return of the performance from the moment the loan agreement becomes permanently ineffective.

On 28 April 2022 the Supreme Court issued a resolution (III CZP 40/22) in which it indicated that in disputes with consumers, the provision of Article 358(1) of the Polish Civil Code is a special provision to Article 353(1) of the Polish Civil Code, which means that if the prerequisites for the application of both provisions exist, the court should apply the special provision and declare the contractual provision permanently ineffective, rather than invalid. This decision of the Supreme Court should be perceived as significantly limiting the risk of the bank's claims for return of capital being time-barred.

The effect of the Supreme Court's resolution of 7 May 2021 is that Bank Millennium is entitled to a refund of the cash benefit provided by Bank Millennium in performance of a permanently ineffective contract. Taking into account the uncertainty as to the starting point of the limitation period for Bank Millennium’s claims, Bank Millennium, in order to protect its interests, files lawsuits for payment against borrowers in a court dispute with Bank Millennium and in other circumstances where such risk may exist. Bank Millennium’s demand consists of a claim for return of the capital made available to the borrower under the contract. By 31 December 2024, Bank Millennium filed 16,040 lawsuits against the borrowers.

On 25 April 2024, a session of the Civil Chamber of the Supreme Court was held to answer questions formulated by the First President of the Supreme Court, published on 29 January 2021, on key issues relating to foreign currency mortgage loan agreements. The Supreme Court, composed of the entire Civil Chamber, adopted a resolution having the force of a legal principle, in which it stated that:

(i) When finding that a provision of an indexed or denominated credit agreement relating to the manner of determining the foreign currency exchange rate constitutes an unfair contractual provision and is not binding, then in the currently existing legal situation it cannot be stated that such a provision could be replaced by another formula of defining the foreign currency exchange rate resulting from law or custom.

(ii) In case of impossibility to determine the foreign currency exchange rate binding the parties in the indexed or denominated loan agreement, the agreement is not binding also in the remaining scope.

(iii) If, in the performance of a credit agreement which is not binding due to the unfair nature of its provisions, the bank has disbursed to the borrower all or part of the amount of the credit and the borrower has made repayments of the credit, independent claims for repayment of the undue performance shall arise in favour of each party.

(iv) If a credit agreement is not binding due to the unfair nature of its provisions, the statute of limitations of the bank's claim for repayment of amounts disbursed under the credit shall, as a

rule, start to run from the day following the day on which the borrower challenges being bound by the provisions of agreement.

(v) If a credit agreement is not binding due to the unfair nature of its provisions, there shall be no legal basis for any party to claim interest or other remuneration because of using party's pecuniary means during the period from the provision of undue benefit until the delay in the return of this benefit.

On 19 June 2024, the Supreme Court issued a resolution by a panel of 7 Supreme Court judges (III CZP 31/23) stating that the right of retention (Article 496 of the Civil Code) does not apply to the party that can set off its claim against the claim of the other party.

Due to the CJEU jurisprudence interpreting the causes and effects of invalidity of foreign currency mortgage loan agreements as well as the above indicated resolution of the Civil Chamber of the Supreme Court, the area of interpretation of regulations by Polish courts in this respect appears to be limited. However, further jurisprudential practice of the Polish courts will play certain role in practical realisation of the CJEU's and the Supreme Court's guidance.

Due to the complexity and uncertainty regarding the outcome of court cases, including counterclaims, as well as from potential implementation of the PFSA Chairman solution or other negotiation solutions or from potential Supreme Court decisions or CJEU decisions, it is difficult to reliably estimate final impacts from different potential outcomes as at the date of this Offering Circular.

The Bank is exposed to the credit risk of its customers.

The Bank is exposed to its customers' credit risk. Gross exposure to risk of credit (position in original risk) on 31 December 2024 was EUR 119.2 billion.

As at 31 December 2024, the breakdown of this exposure was the following: EUR 31.5 billion for central governments or central banks, EUR 1.3 billion for regional administrations or local authorities, EUR 4.6 billion for administrative entities and non-profit organisations, EUR 0.3 billion for multilateral development banks, EUR 2.9 billion for other credit institutions, EUR 69.4 billion for retail and companies customers and EUR 9.1 billion for other elements.

According to Banco de Portugal latest available data, Portugal's NPL coverage by loan loss reserves ("**LLR**") was 62.2% in December 2024 and the NPL ratio (loans only) stood at 2.4%. The Bank NPEs (loans only) as at 31 December 2024 were EUR 1.82 billion (3.2%) with a coverage by impairments of 82.0% and a coverage by impairments, collaterals of 119.1%. The Bank NPE ratio according to the European Banking Association (the "**EBA**") definition stood at 1.9% as at 31 December 2024, compared to 2.2% as at 31 December 2023.

The risk of a possible worldwide economic slowdown as a result of the adverse effects of the war between Russia and Ukraine and the introduction of tariffs by the U.S., namely through the worsening of inflationary pressures, restrictions in production chains and the increase in uncertainty and instability in international financial markets may prove to be a challenge in continuing reducing the exposure to problematic loans, at least at the same pace as in previous years, and also may create some pressure to increase somewhat the cost of risk in the next 12 to 24 months.

A general deterioration of the Portuguese economy (and/or of the global economy) and the systemic risk of financial systems due to structural imbalances could affect the recovery and value of the Bank's assets and require increased credit impairments, which would adversely affect the Bank's financial condition and results of operations. This could further increase the Bank's NPL and NPE ratios and impair the Bank's loan portfolio and other financial assets.

The Bank is exposed to further deterioration of asset quality.

The value of assets collateralising the Bank's secured loans could decline significantly as a result of a general decline in market prices or a decline in the value of the asset class underlying the collateral, which could result in an increase of the impairment recognised for the collateralised loans granted by the Group. Additionally, a decline in equity and debt market prices could also have an impact on the quality of the Bank's collateral linked to financial assets leading to a reduction in coverage ratios.

Although the Portuguese macroeconomic recovery and considering the Bank's older loan exposures to some of the more vulnerable sectors in the economy, in 2023, the Bank continued to increase the level of coverage through impairments.

Regarding exposures classified as NPEs as at 31 March 2018 (stock of NPEs as at 31 March 2018):

- For guaranteed NPEs older than 7 years, the NPE recommendation included in the 2019 SREP decision indicated 60% coverage by the end of 2021, with a linear adjustment path to full coverage by the end of 2025 (BCP had 95% coverage as of December 2023);

- For unsecured NPEs older than 2 years, the NPE recommendation included in the 2019 SREP decision indicated 70% coverage by the end of 2021, with a linear adjustment path to full coverage by the end of 2024 (BCP had 95% coverage as of December 2023).

Based on the SREP carried out in 2021, the ECB informed BCP of its supervisory recommendations regarding NPEs. The objective is to ensure that BCP has sufficient coverage of the stock and flow of NPE in the medium term.

A phased introduction to full application (i.e., 100% coverage) is considered to allow more time to resolve/reduce these exposures and to spread the financial burden of provisioning NPEs over time.

The Bank's consolidated gross loan portfolio, as at 31 December 2024, was EUR 57.2 billion (of which EUR 55.4 billion were recorded in the caption "Financial assets at amortised cost – Loans to customers", EUR 1.8 billion were recorded in the caption "Debt securities held associated with credit operations" and EUR 0.003 billion were recorded in the caption "Financial assets not held for trading mandatorily at fair value through profit or loss - Loans and advances to customers at fair value"). The ratio of NPEs (loans only) stood at 3.2% as at 31 December 2024, compared to 3.4% as at 31 December 2023. As at 31 December 2024, the loan portfolio in Portugal amounted to EUR 38.4 billion. In Portugal, the ratio of NPEs stood at 2.5% as at 31 December 2024, compared to 2.9% as at 31 December 2023.

NPEs in Portugal amounted to EUR 0.97 billion as at 31 December 2024, with EUR 0.4 billion of NPEs relating to individuals and EUR 0.6 billion to companies. 38% of NPEs are NPLs more than 90 days. NPE coverage as at 31 December 2024 was 134% for Companies (104% by LLRs, 29% by real estate collateral and 1% by other collateral) and 100% for Individuals (29% by LLRs, 70% by real estate collateral and 1% by other collateral). NPLs more than 90 days' coverage as at 31 December 2024 was

152% for Companies (126% by LLRs, 24% by real estate collateral and 2% by other collateral) and 100% for Individuals (46% by LLRs, 52% by real estate collateral and 1% by other collateral). Other NPE coverage as at 31 December 2024 was 126% for Companies (94% by LLRs, 31% by real estate collateral and 1% by other collateral) and 100% for Individuals (16% by LLRs, 84% by real estate collateral and 0.2% by other collateral).

Loan impairment (net of recoveries) amounted to EUR 182.4 million as at 31 December 2024 recorded in the caption "Impairment for financial assets at amortised cost – Loans and advances to customers", compared to EUR 240.0 million as at 31 December 2023, recorded in the caption "Impairment for financial assets at amortised cost – Loans and advances to customers", recorded in the caption "Loans impairment". From 2011 to 31 December 2024, the Bank made impairment provisions amounting to EUR 9.9 billion. Cost of risk 2, measured by the proportion of loan impairment annualised charges (net of recoveries) compared to loans to customers (gross), stood at 32 basis points(includes an impairment reversal in international operations, without this effect the cost of risk would be 48 basis points at the group level and 37 basis points in the international operations) as at 31 December 2024, compared to 48 basis points in 2023, compared to 52 basis points in 2022 and 60 basis points in 2021. The persistence, or deepening, of the current crisis, general market volatility, sluggish economic growth and increased unemployment, coupled with inflation or a sharp increase in risk premiums required would lead to increased loan impairment costs and, consequently, to the reduction of the Bank's net income. In addition, the level of impairment and other reserves may not be sufficient to cover possible future impairment losses, and it may be necessary to create additional provisions of significant amounts. Any failure in risk management or control policies relating to credit risk could adversely affect the Bank's business, financial condition, results of operations and prospects.

In Poland, the NPL ratio as at 31 December 2024 was 2.2%, a decrease when compared to 2.1% as at 31 December 2023.

In Mozambique, the NPL ratio as at 31 December 2024 was 3.8%, an increase when compared to 3.2% as at 31 December 2023.

Credit risk and deterioration of asset quality not only are mutually reinforcing, but also assume an important role in the current economic environment characterised by the adverse effects of the war between Russia and Ukraine, namely through the worsening of inflationary pressures and restrictions in production chains and the increase in uncertainty. If there is any reduction in the value of assets securing loans that have been granted or if the value of assets is not sufficient to cover the exposure to derivative instruments, the Bank would be exposed to an even higher credit risk of non-collection in the case of non-performance, which, in turn, may affect the Bank's ability to comply with its payment obligations. The Bank cannot guarantee that it would be able to realise adequate proceeds from disposals of collateral to cover loan losses, or that in the fiscal year 2024 and/or in future reporting periods, it will not raise impairment charges from recent levels. Deterioration in the credit risk exposure of the Bank may have a material and adverse effect on the Bank's business, financial condition, results of operations and prospects.

[2] As used in this Offering Circular, "**Cost of risk**" means the ratio of impairment charges (net of recoveries) accounted to customer loans (gross).

The Bank is vulnerable to fluctuations in interest rates, which may negatively affect net interest income and lead to net loss and other adverse consequences.

As from 12 March 2025, the interest applied by the ECB to the main refinancing operations is 2.65%, while the one that applies to permanent deposit facilities is 2.50%. These two interest rates serve as determinant references for the level at which market interest rates are established (in particular, EURIBOR).

The Bank's profitability depends largely on its ability to generate a net interest income (the difference between the interest rates received in credit operations and the interest rates paid to deposits).

A significant part of the Bank's funding comes from retail deposits. In a positive and increasing interest rate environment, the Bank may increase the remuneration rate of such deposits following the increase of the interest rate applicable to credit operations.

Interest rates are highly sensitive to many factors beyond the Bank's control, including policy changes of the monetary authorities and other national and international political constraints. Changes in market interest rates could affect the interest rates the Bank charges on interest-earning assets differently from those it pays on interest-bearing liabilities. These differences could impact the Bank's net interest income.

An increase of interest rates in the Eurozone, as result of a non-transitory surge in inflation, could increase the costs associated with debt repayment in Portugal and aggravate the financial conditions of the country in general, namely if the interest rate increase is not adequate for the particular macroeconomic conditions of the Portuguese economy. An increase in interest rates could reduce demand for loans and the Bank's capacity to grant loans to customers, contribute to increased loan default and/or increased interest expense with deposits. This could result in material adverse effects on the Bank's business, financial condition, results of operations and prospects.

Interest rate changes or volatility may materially and adversely affect the Bank's net income, business, financial condition, results of operations and prospects.

The Bank is exposed to concentration risk, including concentration risk in its credit exposure.

The Bank is exposed to the credit risk of its customers, including risks arising from the high concentration of individual or economic group exposures in its loan portfolio. The Group’s 20 largest performing exposures (non-NPE), as at 31 December 2024, in terms of Exposure at Default and using the concept of “Groups of Clients/Corporate Groups”, excluding the risk classes of “Banks and Sovereigns” stood at 5.0% compared to 6.0% as at 31 December 2023.

The Bank also has high sectoral concentration in its loan book. As at 31 December 2024, the Bank's credit exposure to the real estate and civil construction sectors was 3.8% (real estate activities) and 2.7% (construction companies) of the total loan portfolio at the amortised cost (gross). On that date, 50.2% of the loan portfolio consisted of mortgage loans, the exposure to retail and wholesale commerce was 5.7% and the exposure to service sector companies was 12.6%.

As at 31 December 2023, the Bank's credit exposure to the real estate and civil construction sectors was 3.6% (real estate activities) and 2.6% (construction companies) of the total loan portfolio at the amortised cost (gross). On that date, 49.3% of the loan portfolio consisted of mortgage loans, the

exposure to retail and wholesale commerce was 6.8% and the exposure to service sector companies was 13.3%. As at 31 December 2022, the Bank's credit exposure to the real estate and civil construction sectors was 3.5% (real estate activities) and 2.4% (construction companies) of the total loan portfolio at the amortised cost (gross). On that date, 48.8% of the loan portfolio consisted of mortgage loans, the exposure to retail and wholesale commerce was 5.7% and the exposure to service sector companies was 13.9%.

Concentration is common for most of the main Portuguese banks, given the small size of the Portuguese market, and has been noted by the rating agencies as a fundamental challenge facing the Portuguese banking system. Rating agencies have been particularly critical of the Bank's exposure to larger customers and, especially, exposure to its shareholders. Although the Bank carries out its business based on strict risk control policies, in particular with respect to credit risk, and seeks to increase the diversification of its loan portfolio, it is not possible to guarantee that the exposure to these groups will not be increased or that exposure will fall in the future. If exposure increases in the future, it could have a material adverse effect on the Bank's business, financial condition, results of operations and prospects.

The Bank is exposed to a contraction of the real estate market.

The Bank is highly exposed to the Portuguese real estate market by means of the credit granted to construction companies, real estate activities, and mortgage loans, which represented 2.7%, 3.8% and 50.2% of the consolidated loan portfolio at the amortised cost, respectively, as at 31 December 2024 in assets related to its operations or obtained in lieu of payment, and indirectly through properties securing loans or through funding of real estate development projects (assets received in lieu of payment in Portugal represented 0.1% of total assets of the Bank as at 31 December 2024), and through the exposure to closed-ended real estate funds and to the pension fund and real estate properties in the Bank's balance sheet.

Assets held on the Bank's balance sheet received in lieu of payment (real estate assets only) decreased from EUR 804 million as at 31 December 2020, to 565 million as at 31 December 2021, to EUR 262 million as at 31 December 2022 and EUR 169 million as at 31 December 2023 (impairments of EUR 140 million as at 31 December 2020, 116 million as at 31 December 2021, EUR 78 million as at 31 December 2022, EUR 68 million as at 31 December 2023 and EUR 48 million as at 31 December 2024). The coverage of assets received in lieu of payment stood at 17.4% as at 31 December 2020, 20.5% as at 31 December 2021, 29.8% as at 31 December 2022,40.2% as at 31 December 2023 and 47.8% as at 31 December 2024. In 2024, the Bank sold 569 properties from its portfolio of properties for EUR 81 million, above its book value of EUR 58 million.

The Bank also performed a set of transactions involving the sale of financial assets to funds specialising in the recovery of loans, including Fundo Reestruturação Empresarial FCR, Fundo Recuperação, FCR, Fundo Aquarius FCR, Discovery Real Estate Fund and Fundo Vega FCR.

The item Properties in the Pension Fund Assets, which includes the real estate booked in the pension fund’s financial statements and used by Group companies, in the pension fund amounted to EUR 227 million recorded as at 31 December 2024 and EUR 227 million as at 31 December 2023. Accordingly, the Bank is vulnerable to a contraction in the real estate market. A significant devaluation of prices in the Portuguese real estate market would lead to impairment losses in the assets directly held and to an increased exposure to counterparty risk for loans guaranteed by real estate collateral and in pension

fund assets, adversely affecting the Bank's business, financial condition and results of operations. mortgage loans represented 50.2% of the total loan portfolio as at 31 December 2024) (49.3% as at 31 December 2023), with a low delinquency level and an average loan-to-value ratio of 60%. Although Portugal did not face a housing bubble during the recent financial crisis as did other European countries, such as Ireland and Spain, the economic and financial crisis still had an impact on the real estate market. Portuguese banks are granting a low amount of new mortgage loans with very low spreads, and real estate developers have encountered a difficult market for sales. Moreover, there was a reduction in public works activity that severely affected construction companies, which had to redirect their activities to foreign markets. Furthermore, difficult credit conditions associated with the contraction of tourism have affected certain real estate developers that had been involved with tourism related projects, in particular in the southern part of Portugal. All of the aforementioned effects have increased delinquency among construction companies and real estate developers, impacting the Bank's NPEs (loans only) and contributing to the increase in impairment charges.

A significant devaluation of prices in the Portuguese real estate market may lead to an increase in impairment losses in the assets held directly and in the participating units of the restructuring funds, and increased exposure in counterparty risk for loans guaranteed by real estate collateral and in pension fund assets retained by the Bank. Any of the foregoing could have a materially adverse effect on the Bank's business, financial condition, results of operations and prospects.

The Bank holds units issued by specialised credit recovery closed-end funds that are subject to potential depreciation, for which reimbursement may not be requested and for which there is no regularly functioning and liquid secondary market.

The Bank performed a set of transactions comprising the sale of financial assets (namely loans to corporate customers) to funds specialising in loan recovery. These funds currently manage such corporate debtors and/or the assets received as collateral for the credit exposures with the objective of maximising their value through the implementation of turn-around business plans and their eventual sale to industry players or other investors. The credit exposures sold through these transactions were removed from the Bank's balance sheet, as the transactions result in the transfer of a substantial portion of the risks and benefits associated with the assets to the funds, in addition to control exercised over such assets.

The funds specialised in credit recovery that purchased the financial assets from the Group are closed-end funds, wherein the participants have no ability to request the reimbursement of their investment throughout the contractual life of the fund. Furthermore, given their intrinsic characteristics and those of the underlying assets, there is no regularly functioning and liquid secondary market operating for the participation units themselves.

These participation units are held by several banks, which were the sellers of the loans, in proportions that vary through the tenor of the funds, though subject to the constraint that no bank may hold more than 50% of the capital of each fund.

On 29 December 2022, upon verification of the stipulated conditions precedent of the sale and purchase agreements entered into on 12 August 2022 between a related company of Davidson Kempner Capital Management LP, as purchaser ("**Purchaser**"), Novo Banco, S.A., Caixa Geral de Depósitos, S.A., Banco Santander Totta, S.A., Oitante, S.A. and the Bank, as sellers ("**Sellers**"), the Bank completed the sale process of the so-called Project Crow.

As a result of the closing of the Project Crow:

(i) the Sellers' participation units in Fundo de Recuperação Turismo, FCR ("**FRT**") together with the assets directly and indirectly held by FRT were transferred to the Purchaser;

(ii) the Sellers' shares in FLIT – PTREL, SICAV-SIF, S.C.A. ("**FLIT**") together with the assets directly and indirectly held by FLIT were transferred to the Purchaser;

(iii) certain hospitality assets indirectly held by Fundo Recuperação, FCR were acquired by FLIT prior to the conclusion of the transaction; and

(iv) certain assets indirectly held by FLIT and FRT were transferred to certain entities held or controlled by the Sellers.

The Bank's current exposure to funds specialised in the recovery of loans, recorded in the caption "Financial assets not held for trading – mandatorily at fair value through profit or loss", not including the carved-out assets from the Crow Project mentioned in the following paragraph, was EUR 303 million as at 31 December 2024 (gross of the abovementioned provisions). For further details on this topic, please also see "*The Bank is exposed to market risk, which could result in the devaluation of investment holdings or affect its trading results.*"

At the end of December 2022, the designated sale process for the Crow Project was completed, which included the sale to a related company of Davidson Kempner Capital Management LP (Purchaser) of 3 hotel assets belonging to the Fundo Recuperação and the sale of all shares/units of participation of the FLIT-PTREL and Fundo Recuperação Turismo funds, together with the assets directly and indirectly held by these two funds, with the exception of a set of assets that were transferred to the sellers and which, in the case of Banco Comercial Português, S.A. include the investment held in a Venture capital fund, in 2 real estate funds and in a company. Carved-out assets of the Project Crow, completed in December 2024, amounted to EUR 41.0 million. Exposure to other assets Carved-out amount to EUR 23.5 million as at the end of 2024.

A possible deterioration in the prospects for recovery of the loans transferred to specialised closed-end funds may result in the devaluation of the net assets attributable to unit holders ("**NAV**") of the held participation units and may lead to the recognition of additional impairments.

As a consequence of the uncertain geopolitical situation in Europe following the invasion of Ukraine and considering the impact of the pandemic in economic sectors such as tourism and real estate (two of the most represented sectors in the loans transferred to these funds), there is the risk of depreciation of the NAV of the participation units held by the Bank, as well as a delay and a deterioration in the terms of the potential sale of the participation units. This could have a material adverse effect on the Bank's business, financial condition, results of operations and prospects.

The Bank is exposed to counterparty risk, including credit risk of its counterparties.

The Bank routinely transacts with counterparties in the financial services industry, including brokers and dealers, commercial banks, investment banks, mutual and hedge funds and other institutional clients.

Sovereign credit pressures may weigh on Portuguese financial institutions, limiting their funding options and weakening their capital adequacy by reducing the market value of their sovereign and other

fixed income holdings. These liquidity concerns have adversely impacted, and may continue to adversely impact, interim institutional financial transactions in general. Concerns about, or a default by, one financial institution could lead to significant liquidity problems and losses or defaults by other financial institutions, as the commercial and financial soundness of many financial institutions may be closely related as a result of credit, trading, clearing and other relationships. Many of the routine transactions the Bank enters into expose it to significant credit risk in the event of default by one of its significant counterparties. Even the perceived lack of creditworthiness of, or questions about, a counterparty may lead to market-side liquidity pressures or losses or ultimately to an inability of the Bank to repay its debt. In addition, the Bank's credit risk may be exacerbated when the collateral it holds cannot be enforced upon or is liquidated at prices not sufficient to recover the full amount of the loan or derivative exposure. A default by a significant financial and credit counterparty, or liquidity problems in the financial services industry in general, could have a material adverse effect on the Bank's business, financial condition, results of operations and prospects.

Exposure to credit risk may also derive from the collaterals of loans, interbank operations, clearing and settlement and trading activities as well as other activities and relationships. These relationships include those with retail customers, brokers and dealers, other commercial banks, investment banks and corporate borrowers. Most of these relationships expose the Bank to credit risk in the event of default by the counterparty or customer.

Adverse changes in the credit quality of customers and counterparties of the Bank, a generalised deterioration of the Portuguese or global economies or the systemic risk of financial systems due primarily to structural imbalance could affect the recovery and value of the Bank's assets and require increased impairments, which would adversely affect the Bank's business, financial condition, results of operations and prospects.

As the Bank expands its business activities, penetrates new market segments and adopts or acquires, directly or through subsidiaries, new business models, such as consumer lending to new-to-bank customers, or franchisee-owned branch networks, it may acquire customers with lower credit quality, which, if such new pursuits were to grow and acquire a significant weight in the business portfolio, could adversely affect the Bank's business, financial condition, results of operations and prospects.

The Bank sells capitalisation insurance products with guaranteed principal and unit linked products, exposing the Bank to reputational risk in its role as seller, and financial risk indirectly arising from the Group's shareholding in Millenniumbcp Ageas.

As at 31 December 2024, off-balance sheet customer funds totaled EUR 17.6 billion, consisting of assets under management (EUR 6.1 billion), assets placed with customers (EUR 7.0 billion) and insurance products (EUR 4.5 billion), including unit linked products (EUR 0.9 billion) and capitalisation insurance (EUR 3.4 billion), with only the latter being able to ensure capital or a minimum income.

All financial insurances are predominantly placed with retail investors, those being in their majority issued and accounted by Millenniumbcp Ageas (in which the Bank has a 49% shareholding) and registered by the equity method. Therefore, adverse changes in the underlying assets, a general deterioration of the global economy, or the systemic risk of financial systems due to structural imbalances may affect the recovery and value of such assets, entailing reputational risks for the Bank as a seller of these products as well as financial risks indirectly arising out of the shareholding held by

the Group in Millenniumbcp Ageas. Any of the foregoing could have a material adverse effect on the Bank's business, financial condition, results of operations and prospects.

The Bank is exposed to the risk of interest rate repricing of credit granted to customers.

Mortgage loans represented 50.2% of BCP's total loan portfolio at the amortised cost (consolidated) as at 31 December 2024. The average spread of the mortgage loans portfolio in Portugal stood at 1.10% and 64% of the balance of mortgage loans had spreads under 1%. As at 31 December 2024, 47% of the contracts and 27% of the balance of the mortgage loans portfolio in Portugal were indexed to EURIBOR 3 months, and 20% of the contracts and 24% of the balance of the portfolio were indexed to EURIBOR 12 months.

The Bank, along with other banks in Portugal, limited the granting of new mortgage loans. During the year of 2024, 24,377 new mortgage credit operations were contracted with an average spread of 0.79%, compared to 17,320 new mortgage credit operations contracted year-on-year with an average spread of 0.91% in 2023. The Bank cannot unilaterally change the contractual terms of the loans that make up its portfolio of mortgage loans and it has proven extremely difficult to negotiate the extension of the maturity of these contracts. The resulting limitation of this contractual rigidity has a significant impact on net interest income. In addition, given the current low demand for credit by companies, the Bank may also experience difficulties in changing the mix of its loan portfolio which would make it difficult to offset the impact of reduced spreads on mortgages in the average spread of the loan portfolio.

After a period in which banks implemented policies of interest rate repricing on loans, mainly directed at loans to companies, a reduction of corporate and consumer loans spreads may be observed in the future, given the weak credit dynamics in the Portuguese corporate sector and the increasing competition in the banking sector. This could have a material adverse effect on the Bank's business, financial condition, results of operations and prospects. Furthermore, a continuation of the historically low interest rate environment may adversely affect the Bank's net interest income, which in turn would likely have an adverse effect on the Bank's profitability.

Financial problems faced by the Bank's customers could adversely affect the Bank.

A scenario of increase in inflation followed by deceleration of GDP, particularly in Portugal and in other European countries, could have an adverse effect on the liquidity, the activity and/or the financial conditions of the Bank's customers, which could in turn further impair the Bank's loan portfolio.

The Bank's customers' levels of savings and credit demand are dependent on consumer confidence, employment trends, the state of the economies in countries where the Bank operates, and the availability and cost of funding. In addition, customers may further significantly decrease their risk tolerance to non-deposit-based investments such as stocks, bonds and mutual funds. This would adversely affect the Bank's fee and commission income. Any of the conditions described above could have a material adverse effect on the Bank's business, financial condition, results of operations or prospects.

The Bank faces strong competition in its main areas of activity, notably in the retail business.

The Portuguese banking market is well developed, containing major national and foreign competitors which follow multi-product, multi-channel and multi-segment approaches and are, in general, highly sophisticated. Over recent years, there have been significant developments of banking operations

through the internet and the use of new technology that have enabled banks to assess the needs of their customers with greater accuracy and efficiency. These factors have contributed to an increase in competition in the Portuguese banking sector, with recent entrants such as Bankinter and Banco CTT who may adopt aggressive commercial practices in order to gain market share. The sale process of Novo Banco could add to increased competition as the bank was acquired by an institution with no prior presence in the Portuguese banking system. Furthermore, many Portuguese banks are dedicated to increasing their market shares by launching new products, implementing cross-selling strategies and engaging in more aggressive commercial strategies. Additional integration of European financial markets may contribute to increased competition, particularly in the areas of asset management, investment banking, and online banking and brokerage services.

As at 31 December 2024, the Bank had 2.8 million active customers in Portugal and, the market share in Portugal (estimates based on figures disclosed by Banco de Portugal and other banking industry associations for aggregates of the financial system and with adjustments for statistical standardisation) was the following in December 2024: 15.7% in loans to customers, 15.6% in loans to individuals, 17.0% in mortgage loans, 11.3% in consumer credit, 18.8% in deposits and 18.1% in off-balance sheet customer funds.

The Bank's financial success depends on its capacity to maintain high levels of loyalty among its customer base and to offer a wide range of competitive and high-quality products and services to its customers. However, high levels of competition in Portugal, as well as in other countries where the Bank operates and an increased emphasis on cost reduction may result in the Bank's inability to maintain these objectives. In addition, on 31 December 2024 the Bank operated 398 branches, working towards its goal of becoming a more digital bank. This resulted in the downsizing of the Bank's branch network and consequently in BCP's branches' market share in Portugal. This may result in a weaker competitive position in the Portuguese retail market. As a consequence, this could have a material adverse effect on the Bank's business, financial condition, results of operations and prospects.

Moreover, as at 31 December 2024, around 3.3% of the Bank's total domestic customers also held ordinary shares of the Bank (around 3.5% as at 31 December 2023). If the price of the Bank's ordinary shares continues to decline, this could lead to shareholder dissatisfaction and, to the extent that such shareholders are also customers of the Bank, this could result in broader customer dissatisfaction, any of which could have a material adverse effect on the Bank's business, financial condition, results of operations and prospects.

There is no assurance that the Bank will be able to compete effectively, or that it will be able to maintain or improve its operational results. Such inability to compete or maintain results could also lead to a reduction in net interest income, fees and other income of the Bank, any of which could have a further significant material adverse effect on the Bank's business, financial condition, results of operations and prospects.

The Bank may generate lower revenues from commissions and fee-based businesses.

In 2024, more than 85% of the fees and commissions were related to banking (32% to cards and transfers, 15% to loans and guarantees, 17% to bancassurance and others, 20% to customer account related fees), with market related fees and commissions accounting for the remaining. A decrease in the volume of lending transactions that the Bank executes with its customers could result in lower

commissions derived from banking operations and guarantees. Moreover, changes to market sentiment could lead to market downturns that are likely to impact transactional volume, therefore leading to declines in the Bank's fees. In addition, as the fees that the Bank charges for managing its' clients' portfolios are, in many cases, based on the value or performance of those portfolios, a market downturn that reduces the value of the Bank's clients' portfolios or increases the amount of withdrawals would reduce the revenue the Bank receives from its asset management, private banking and custody services. Revenue derived from the Bank's asset management business could also be impacted by below market performance by the Bank's securities investment funds, which could lead to increased withdrawals and reduced inflows. An increase in withdrawals and a reduction in inflows could have a significant material adverse effect on the Bank's business, financial condition, results of operations and prospects.

Downgrades in the Bank's credit rating could increase the cost of borrowing funds and make the Bank's ability to raise new funds or renew maturing debt more difficult.

The Bank's ratings are assigned by Moody's Investors Service España, S.A., S&P Global Ratings Europe Limited, Fitch Ratings Limited and DBRS Ratings GmbH, or any of its affiliates or successor. The ratings as of the date of this Ofering Circular are the following: (a) Moody's: "Baa1 (long-term)/P-2 (short-term)" (re-presented as at 21 May 2025), (b) S&P Global Ratings Europe Limited: "BBB+ (long-term)/A-2 (short-term)" (re-presented as at 12 March 2025), (c) Fitch Ratings Limited: "BBB (long-term)/F2 (short-term)" (re-presented as at 13 December 2024) and (d) the relevant Morningstar DBRS entity: "BBB(high) (long-term)/R-1 (high) (short-term)" (re-presented as at 3 October 2024).

Credit ratings represent an important component of the Bank's liquidity profile and affect the cost and other terms upon which the Bank is able to obtain funding. Changes to the Bank's credit ratings reflect, apart from changes to the rating of the Portuguese Republic, a series of factors intrinsic to the Bank. Currently, the senior debt ratings assigned to the Bank are all investment grade.

The progress achieved in recent years in improving the asset quality of BCP - through the reduction of NPE - as well as the strengthening of capital and liquidity position, has had a favourable impact on the performance of the Bank despite the challenging context. However, the still high values of problematic assets in BCP’s balance sheet compared to peers remains, alongside with the CHF legal risk in Poland, the main concerns of rating agencies.

Any downgrade in the Bank's ratings may contribute to the erosion of the collateral eligible for funding by the ECB, as well as more restrictive access to funding and increased funding costs. Under such circumstances, the Bank may need to reinitiate its deleveraging process and reduce its activities, which could have a negative impact on the Bank's ratings. Any of the foregoing could have a material adverse effect on its business, financial condition, results of operations and prospects.

The Portuguese Republic is regularly subject to rating reviews by the rating agencies, which could affect the funding of the economy and the Bank's activity.

The rating agencies S&P, Moody's, Fitch Ratings and Morningstar DBRS have downgraded the long and short-term ratings of the Portuguese Republic on several occasions since the beginning of the financial crisis due to the uncertainties and risks of a prolonged recession, the outlook for modest GDP growth, high levels of unemployment, limited fiscal flexibility, the high leverage of the private sector and the level of sustainability of Portuguese public debt. The long-term ratings of the Portuguese

Republic as at the date of this Offering Circular are as follows: Moody's (A3/Stable), S&P A/Positive), Fitch Ratings (A-/Positive), Morningstar DBRS (A(high)/Stable) and Scope Ratings (A/Stable).

Portuguese Republic credit ratings represent an important component condition to the Bank's own credit ratings given the connection between the rating of the sovereign and the rating of banking institutions in the rating agencies methodologies.

Any downgrade in the Portuguese Republic's ratings may contribute to the erosion of the collateral eligible for funding by the ECB, as well as more restrictive access to funding and increased funding costs, would worsen the economy's funding conditions and would have a negative effect on the Bank's credit risk and consequently on its business, financial condition, results of operations and prospects.

The Bank faces exposure to risks in its businesses in Europe (Poland) and Africa (Angola and Mozambique).

The Bank faces exposure to risks in its operations in Poland and Mozambique, as well as a result of its equity accounted holding in Angola via Banco Millennium Atlântico, S.A. ("**BMA**"), whose materialisation in the future may have an adverse impact on the business, financial condition, results of operations and prospects of the Bank.

In 2024, the Bank's net profit (after income taxes and non-controlling interests) attributable to international operations was EUR 119.9 million, compared to net profits (after income taxes and non-controlling interests) of a total EUR 906.4 million for the Bank as a whole. For the same period, net income in Poland was EUR 167.1 million, (EUR 83.6 million of which was attributable to the Bank) and net income in Mozambique was EUR 48.5 million, excluding discontinued operations (of which EUR 32.3 million was attributable to the Bank).

Poland

There is the risk that the implementation of more economic policy decisions, namely on the tax front, targeting the banking system by Polish authorities could negatively affect investors' confidence and the economic activity and, consequently, negatively impact the profitability of the Polish banking sector.

The removal of the peg of the EUR/CHF parity led to a significant appreciation of the Swiss franc ("**CHF**") against the euro and the zloty. The granting of loans in Swiss francs was a common practice of most Polish banks (and in other economies of Central and Eastern Europe) in the past. Bank Millennium granted mortgage loans in Swiss Francs until December 2008 and its Swiss francs mortgage loans portfolio as at 31 December 2024 stood at approximately EUR 1.5 billion (approximately 1.5% of the total loan portfolio in Poland, gross after legal risk provisions). The mortgage loans impaired ratio (stage 3) 3 stood at 4.5% as at 31 December 2024, which compares to 4.6% as at 31 December 2023.

Based on ZBP (the Polish Banking Association) data gathered from all banks having FX mortgage loans, vast majority of disputes were finally resolved against the banks. As far as Bank Millennium (including the former Euro Bank portfolio) is concerned, from 2015 until the end of 2024, 8,557 cases were finally resolved (8,450 in claims submitted by clients against the Bank and 107 in claims submitted by the Bank against clients i.e. debt collection cases) out of which 2,561 were settlements, 88 were

[3] As used in this Offering Circular, "**mortgage loans impaired ratio** (**stage 3**)" means the ratio of mortgage loans classified as stage 3 (impaired loans) divided by total mortgage loans.

remissions, 75 rulings were favourable for the Bank and 5,833 were unfavourable including both invalidation of loan agreements as well as conversions into PLN+LIBOR. Bank Millennium undertakes proper legal actions in order to secure repayment of initially disbursed capital of the loan.

Emerging Markets

Angola and Mozambique present specific political, economic, fiscal, legal, regulatory and social risks that differ from those found in countries with European economic and political systems, including, but not limited to, those related to political and social environments, different business practices, logistical challenges, shortages of skilled labour, trade restrictions, macroeconomic imbalances and security challenges, which may negatively affect the Bank's business, financial condition, results of operations and prospects.

The Group's operations are currently exposed in particular to the political and economic conditions of Angola and Mozambique. These conditions also relate to the fact that structural improvements are still needed in many sectors in these markets, including transportation, energy, agriculture and mineral sectors, as well as land, social and fiscal reforms. Some of these markets may also suffer from geopolitical conflict, while a number of African states have unresolved political differences internally, regionally and/or internationally.

The Bank's operations in Mozambique and Angola markets may involve protracted negotiations with host governments, companies or other local entities and may be subject to instability arising from political, economic, military or legal disturbances. Both Mozambique and Angola impose certain restrictions due primarily to exchange policy controls and capital flows to and from other jurisdictions are likewise subject to such controls and restrictions. Therefore, the ability to transfer U.S. dollars and euro directly from local banks, including the repatriation of profits, is subject to official vetting. Transfers above a threshold amount may require government approval, which may not be obtained or may be subject to delays.

Any reduction in profits or increase in the responsibilities associated with the Bank's international operations may have a material adverse effect on the business, financial condition, results of operations and prospects of the Bank.

Mozambique

According to an International Monetary Fund (IMF) statement dated 23 April 2016, existing debt guaranteed by the State of Mozambique in an amount over USD 1 billion that had not been disclosed to the IMF. Following this disclosure, the economic program supported by the IMF was suspended. According to an IMF statement dated 13 December 2016, discussions were initiated on a possible new agreement with the Government of Mozambique and the terms of reference for an external audit were agreed.

In the statements dated of 16 January 2017 and 17 July 2017, the Ministry of Economy and Finance of Mozambique informed the holders of bonds issued by the Republic of Mozambique specifically "US$726.524 million, 10.5%, repayable securities in 2023" that the interest payment due on 18 January 2017 and 18 July 2017, would not be paid by the Republic of Mozambique. In November 2018, the Ministry of Economy and Finance of the Republic of Mozambique announced that it has reached an

agreement in principle on the key commercial terms of a proposed restructuring transaction related to this debt securities with four members of the Global Group of Mozambique Bondholders.

On 6 September 2019, the Ministry of Economy and Finance of the Republic of Mozambique announced the approval by 99.95% of the Bondholders of a written decision containing the terms and conditions of the restructuring proposal. The Group has no exposure to this debt.

In May 2020, the Constitutional Council of the Republic of Mozambique issued a Judgment, declaring the nullity of the acts related with the loans contracted by Proindicus, SA ("Proindicus") and Mozambique Asset Management, MAM, SA ("MAM"), and the respective sovereign guarantees granted by the Government in 2013 and 2014, respectively, and on 19 October 2020, the dissolution of the two companies was registered based on an order issued by the Judicial Court of the City of Maputo.

An action brought on 27 February 2019 (amended on 30 April 2020), by the Republic of Mozambique (represented by the Attorney General of the Republic) against the arranger and originating lender of the loan to Proindicus and other entities, by which the Republic of Mozambique requested, inter alia, the declaration of nullity of the sovereign guarantee of the Mozambican State to the Proindicus loan. Following this lawsuit, on 27 April 2020, the Banco Internacional de Moçambique (BIM) filed a lawsuit, in the London Commercial Court, against the arranger and lender of the loan to Proindicus, claiming, inter alia, payment of BIM's exposure to the Proindicus, in the event that the said sovereign guarantee of the State of Mozambique to Proindicus was, in a court of law declared null and void.

In the context of the liquidation of Proindicus and MAM, the liquidator published, on 3 May 2022, an announcement in the Jornal de Notícias de Moçambique, through which the creditors of those companies are notified to submit, within thirty days counted from the said publication, the supporting documents of their credits. Following the publication of the said announcement, BIM and BCP submitted, on 1 June 2022, their credit claims on Proindicus and MAM, respectively.

However, on 30 September 2023, the Republic of Mozambique and the arranger and originating lender of the loan to Proindicus announced that they have settled amicably the legal proceedings in London concerning the loan to Proindicus and associated guarantee. This settlement was subscribed by the majority lenders of the said credit facility, including BIM. The signing parties to the agreement have mutually released each other from any liabilities and claims relating to the loan to Proindicus.

Regarding MAM, on 26 June 2024, the Republic of Mozambique, represented by the Attorney General of the Republic, represented by its liquidator, BCP and others have signed an agreement called “Deed of Release and Settlement”, under which the signing parties released the Republic of Mozambique from any liabilities and claims relating to the loan to MAM, against payment of an agreed amount.

Following the political and social situation in Mozambique as a result of the disputed presidential election results, S&P downgraded Mozambique's sovereign debt rating (in local currency) in October 2024.

According to S&P, "*liquidity management challenges remain considerable, with some apparent payment delays to domestic creditors, the accumulation of arrears to suppliers and contractors*", and as a result, Mozambique's local currency debt rating was downgraded by one notch to CCC.

Considering the impairment model defined by Banco Internacional de Moçambique for sovereign debt, which applies the probability of default resulting from the S&P study, this situation implied an increase in the impairment levels for Mozambique's sovereign debt to MZN 2,358,324,000 (EUR 35,771,000), with an impact on profit for the year of MZN 2,372,954,000 (EUR 34,404,000).

As at 31 December 2024, considering the 66.7% indirect investment in BIM, the Group's interest in BIM's equity amounted to EUR 358,464,000 (31 December 2023: EUR 356,514,000), with the exchange translation reserve associated with this participation, accounted in Group's consolidated equity, in a negative amount of EUR 128,243,000 (31 December 2023: negative amount of EUR 152,108,000). BIM's contribution to consolidated net income in 2024, attributable to the shareholders of the Bank, amounts to EUR 32,322,000 (31 December 2023: EUR 67,787,000).

As at 31 December 2024, the subsidiary BIM's exposure to the State of Mozambique includes public debt securities denominated in Metical classified as Financial assets measured at amortised cost - Debt instruments in the gross amount of MZN 35,364,638,000 corresponding to EUR 536,405,000 (31 December 2023: MZN 40,995,115,000 corresponding to EUR 580,914,000) and Financial assets at fair value through other comprehensive income in the gross amount of MZN 9,396,711,000 corresponding to EUR 142,528,000 (31 December 2023: MZN 6,989,511,000 corresponding to EUR 99,044,000).

Additionally, the Group has also recorded as at 31 December 2024, in the balance Loans and advances to customers, a direct gross exposure to the Mozambican State in the amount of MZN 17,791,809,000 corresponding to EUR 269,863,000 (31 December 2023: MZN 18,228,666,000 corresponding to EUR 258,306,000) and in the balance Guarantees granted revocable and irrevocable commitments, an amount of MZN 2,943,963,000 corresponding to EUR 44,600,000 (31 December 2023: MZN 1,035,157,000 corresponding to EUR 14,663,000).

The Bank's highly liquid assets may not cover liabilities to its customer base.

The Bank's main source of funding is its customer deposits (89% of the Bank's funding as at 31 December 2024). However, the persistence of interest rates at historically low levels (that are negative in some cases) over the past few years has resulted in the Bank investing deposits into instruments with higher potential yield. The Bank's other possible funding sources include money market instruments, medium and long-term bonds, covered bonds, commercial paper, medium term structured products and the securitisation of its loan portfolio. The Bank has increasingly strengthened its own funds through capital increases (the most recent ones, amounting to EUR 1.33 billion and EUR 174.6 million through the Rights Offering and the private placement of 157,437,395 new shares, subscribed by Chiado, an affiliate of Fosun, completed in February 2017 and November 2016 respectively).

The Bank's LCR and the NSFR recorded as at 31 December 2024 were 342% and 181%, respectively, compared to a regulatory requirement of 100% (fully implemented) for both ratios. The leverage ratio stood at 6.4% (fully implemented) as at 31 December 2024, compared to a reference value of 3% (fully implemented).

In case the Bank is unable to maintain its buffer of liquid assets, its ability to repay its liabilities will be limited, which may represent a substantial adverse effect in its business, financial condition, results of operations and prospects.

The results of additional stress tests could result in a need to increase capital or a loss of public confidence in the Group.

The Bank was subject to the 2023 EU-wide stress test conducted by the EBA, in cooperation with Banco de Portugal, the ECB, and the European Systemic Risk Board ("**ESRB**").

The 2023 EU-wide stress test did not contain a pass-fail threshold and instead was designed to be used as an important source of information for the purposes of the SREP. The results will assist competent authorities in assessing the Bank's ability to meet applicable prudential requirements under stressed scenarios.

The adverse stress test scenario was set by the ECB/ESRB and covers a three-year time horizon (2023-2025). The stress test has been carried out applying a static balance sheet assumption as of December 2022, and therefore does not take into account future business strategies and management actions and does not represent a forecast of Bank's profits.

Detailed information on the results of Banco Comercial Português, S.A. in the stress test is available on the EBA website (www.eba.europa.eu). Considering the results of Banco Comercial Português, S.A., in the stress test, it should be highlighted the following:

(i) the application of the adverse scenario resulted in a reduction of 448 basis points in the fully loaded CET1 capital ratio at the end of 2025 versus the data as at December 2022 (which compares with an average reduction of 459 basis points in the universe of 70 banks submitted to this exercise);

(ii) the application of the base scenario resulted in an increase of 256 basis points in the fully loaded CET1 capital ratio at the end of 2025 versus the data as at December 2022 (which compares with an increase of 136 basis points).

New stress tests could adversely affect the cost of funding for the Bank and have a materially adverse impact on its business, financial condition, results of operations and prospects. In addition, this may require management actions, such as reducing capital and/or leverage exposures and/or taking steps to conserve capital, which could include reducing discretionary payments (for example, potentially exercising the Issuer's discretion to cancel (in whole or in part) interest payments).

As a consequence of SREP, excluding P2G, the minimum Group CET1 phased-in ratio required is 9.736% (4.5% Pillar 1, 1.41% Pillar 2 requirements, 2.5% CBR, 0.04% CCyB,1.0% O-SIFI and Sectoral Systemic Risk of 0.29%), the Group Tier 1 ratio is 11.704% and the Group total capital ratio is 14.329% from 31 December 2024. The Group's CET1 (fully implemented), Tier 1 and total capital ratios as at 31 December 2024 were 16.3%, 17.5% and 20.6%, respectively.

SREP may increase and an additional cushion may be requested.

In addition, Polish SREP requirements for 2024 are as follows: CET1 phased-in ratio required is 8.07%, the Tier 1 is 9.85% and the total capital ratio 12.21% from 1 January 2024. Bank Millennium's CET1, Tier 1 and total capital ratios as at 31 December 2023 were 14.7%, 14.7% and 18.1%, respectively. In the third quarter of 2022, Bank Millennium results were strongly impacted by the cost of credit holidays and significant cost of the Institutional Protection Scheme. As a result, capital ratios fell below its requirements. The Management Board of Bank Millennium has taken measures following such breach of capital ratios, including the launch of the Recovery Plan, notifying of the fact both Polish FSA and

Bank Guarantee Fund. In the fourth quarter of 2022, capital ratios improved markedly, returning to levels above the minimum requirements. Bank Millennium expects to exit the Recovery Plan by the end of the first half of 2024. Consolidated total capital ratio increased to 18.1% at end of December 2023 from 14.4% at the end of December 2022, while consolidated Tier 1 ratio to 14.7%. This was an outcome of lower RWAs, first nine months of 2023 net income and fair value impact of the securities portfolio. On the other hand, minimum required ratios for Bank Millennium were lowered by the regulator during the fourth quarter 2023, as a result of the reduction of the P2R buffer in December 2023.

The Management Board of Bank Millennium intends to continue to increase capital ratios above the minimum required levels through a combination of further improvement of operational profitability and capital optimisation initiatives such as management of risk weighted assets (including securitisations).

The coverage of pension fund liabilities could be insufficient, which would require an increase in contributions, and the computation of additional actuarial losses could be influenced by changes to assumptions.

The Bank has undertaken the obligation to pay pensions to its employees upon retirement or due to disability and other obligations, in accordance with the terms established in the Collective Labour Agreement of the Banking Sector. The Bank's liabilities are primarily covered by the pension fund, which is managed by Ageas - Sociedade Gestora de Fundos de Pensões, S.A. The total number of the pension fund participants was 26,818 as at 31 December 2024, 26,918 as at 31 December 2023, 26,976 as at 31 December 2022 and 27,123 as at 31 December 2021.

The liabilities related to retirement pensions and other employee benefits were wholly funded at levels above the minimum limits defined by Banco de Portugal, presenting a coverage level of 105% at the end of December 2024 (113% at the end of December 2023. As at 31 December 2024, the liabilities related to the pension fund and other employee benefits reached EUR 3.2 billion, compared with EUR 3.1 billion recorded as at 31 December 2023. In 2024, the pension fund recorded a positive 1.2% rate of return, whereas in 2023 it stood at positive 7.1%.

The level of coverage of pension fund liabilities could turn out to be insufficient. If the deterioration of global financial markets leads to lower investment income and, consequently, a lower value of the fund, this would result in actuarial losses for the year, which would be recognised against reserves in the financial year in which they were recorded. In the financial statements with reference to 31 December 2021, the discount rate was at 1.35% (1.45% in June 2021) and the pension growth rate 0.5%. In the financial statements with reference to 31 December 2022, the discount rate was at 4.17% and the pension growth rate 3.5% in 2023, 2.0% in 2024 and 0.75% in the following years. In the financial statements with reference to 31 December 2023, the discount rate was at 3.53% and the pension growth rate 2.25% in 2024, 1.75% in 2025 and 0.75% in the following years. In the financial statements with reference to 31 December 2024, the discount rate was at 3.48% and the pension growth rate 2.5% in 2024, 1.5% in 2025 and 0.75% in the following years. The Bank shall re-evaluate the adequacy of its actuarial assumptions for the calculation of its liabilities with pensions on a semi-annual basis. Given the current inflationary environment the uncertainty about the assumptions of wages and pensions growth is a factor of risk. A decrease in level of the interest rates for the liabilities liquidation deadline or an increase in the pensions growth rate would imply a decrease in the Bank's own capital. A decrease of 25 bps in the discount rate results in a decrease of around EUR 100.2 million in the Bank's own

capital, excluding the tax effect. An increase of 25 bps in the pensions' growth rate results implies a positive impact of around EUR 110.0 million in the Bank's own capital, excluding the tax effect.

The sensitivity analysis to changes in assumptions, is as follows:

(Thousands of euros)

	Impact resulting from changes in financial assumptions			
	2024		2023 (restated)	
	-0.25 %	0.25 %	-0.25 %	0.25 %
Discount rate	100,232	(93,560)	99,220	(92,532)
Pension's increase rate	(109,962)	114,880	(104,068)	108,563
Salary growth rate	(26,411)	28,356	(25,075)	29,118

(Thousands of euros)

	Impact resulting from changes in demographic			
	2023		2022 (restated)	
	- 1 year	+ 1 year	- 1 year	+ 1 year
Changes in mortality table (*)	108,226	(108,415)	100,138	(100,538)

(*) The impact of 1 year reduction in the mortality table implies an increase in the average life expectancy

Actuarial gains and losses resulting from the differences between the assumptions used and actual values (experience gains and losses) and the changes in the actuarial assumptions are recognised against shareholder equity. In 2024, actuarial differences were recorded representing a positive EUR 247.6 million which compares to a positive EUR 222.9 million in 2023, which include impacts that are not actuarial differences but that result from the change of assumptions. If there are shortfalls in the pension fund's rate of return, the Bank may have to increase its contributions, which would have an impact on the Bank's regulatory capital ratios. The Bank cannot guarantee that changes will not take place in the actuarial assumptions relating to the pension obligations and other employee benefits. Any changes in the assumptions could lead to additional actuarial losses which could have a material adverse effect on the Bank's business, financial condition, results of operations and prospects.

Finally, the value of assets that are part of the pension fund depends on the future evolution of capital markets and of the real estate market, both of which could be affected by the uncertain geopolitical situation in Europe following the invasion of Ukraine.

A decline in capital and real estate markets could cause the value of the portfolio's assets to become insufficient to cover the liabilities assumed by the pension fund, adversely affecting capital ratios and the Bank's business, financial condition, own capital and prospects.

The Bank may not be able to generate income to recover deferred taxes. Potential dilution of the shareholders' position may result from the conversion into capital of a potential special reserve that may have to be established according to the applicable legal framework, in particular in the case of negative net individual results. Changes in the law, reduction of tax rates or a different interpretation of the relevant provisions of law may have an adverse impact on the capital ratio.

The Bank's deferred tax assets ("**DTAs**") (on a consolidated basis) as at 31 December 2024 correspond to EUR 2.25 billion, compared to EUR 2.55 billion as at 31 December 2023, and were generated by tax losses and temporary differences. The most notable sources of the Bank's DTAs non-dependent on future profitability are impairment losses amounting to EUR 803 million (EUR 862 million as at 31 December 2023) and related employee benefits amounting to EUR 732 million (EUR 836 million as at 31 December 2022).

Deferred taxes are calculated on the basis of the tax rates which are expected to be applicable at the time of the reversal of the temporary differences, which correspond to the approved or substantially approved rates at the time of the balance sheet. Assets and liabilities for deferred taxes are presented for their net value when, pursuant to the applicable laws, current tax assets may be compensated with current tax liabilities and when the deferred taxes relate to the same tax.

If the Bank is not able to generate enough taxable income to enable the absorption of the temporary differences deductible for tax purposes and the tax losses carry forward, the deferred taxes may not be recovered.

Additionally, the Bank may be forced to alter its evaluation as a result of corrections to the taxable income or to tax losses that it may be subject to or as a result of reductions of the tax rates.

The recoverability of DTAs depends on the implementation of the strategy of the Bank's Board of Directors, namely the generation of estimated taxable income and its interpretation of tax legislation. Any changes in the assumptions used in estimating future profits or tax legislation (including tax rates) may have material impacts on deferred tax assets.

The assessment of the recoverability of deferred tax assets is based on the projected results for the period from 2025 to 2031, as longer forecast periods have higher underlying factors of uncertainty. The projected pre-tax results for the years 2025, 2026, 2027 and 2028 are consistent with the budget approved by the Bank's Board of Directors in November 2024, which incorporates the priorities stemming from the 2025-2028. In the earnings forecast for the years 2029, 2030 and 2031, a standard nominal growth rate of 2% was considered.

The forecasts consider the conclusion of the monetary policy easing cycle in the Eurozone, with the stabilisation of interest rates at a lower level than the current one, and the development of the Bank's activity aligned with the commercial positioning and the targets enshrined in the 2025-2028 Strategic Plan approved by the governing bodies, highlighting:

- after reflecting the impacts of the normalisation of interest rates, net interest income benefits from the recovery of volumes in customer lending, especially to companies, with a focus on priority segments associated with customer knowledge and relationship, and continued growth of the deposit base, focusing on customer engagement and transactionality;

- increase in commission income based on an efficient and judicious management of commissions and price lists;

- stabilisation of cost of risk at levels in line with the Bank's current activity, given the lower impact of the historical portfolios of NPEs, foreclosed assets and FRE (Corporate Restructuring Funds), after the reduction of these exposures achieved over the last years;

- strengthening of the capabilities required for the implementation of the initiatives foreseen in the 2025-2028 Strategic Plan, while preserving high levels of efficiency based on continued cost discipline and increased use of technology.

To estimate taxable net income for the periods of 2025 to 2031, the following main assumptions were considered:

- The rules of the new tax regime of credit impairment were applied. In the application of these rules, the following assumptions were considered, in general terms:

a) the impairment losses for credit risk related to exposures analysed on an individual or collective basis, recognised in accordance with the applicable accounting and regulatory standards, were considered deductible for tax purposes;

b) impairment reversals created up to 31 December 2021 not accepted for tax purposes were estimated based on the most recent Non-Performing Assets Reduction Plan (2024-2026), and also on the basis of the average percentage of reversal observed in the last years from 2016 to 2024;

c) the referred average percentages were calculated separately, depending on whether or not there was a mortgage guarantee, the eligibility for purposes of the special regime applicable to deferred tax assets and according to the customers' classification as NPEs.

- The deductions related to impairment of financial assets were projected based on the destination (sale or settlement) and the estimated date of the respective operations;

- Impairment reversals of non-financial assets not accepted for tax purposes were projected considering the expected periods of disinvestment in certain real estate assets. For the remaining assets without a forecasted term for disinvestment, the reversals were estimated based on the average percentage of reversal observed in the years from 2016 to 2024. Non-deductible expenses related to the reinforcement of impairment of non-financial assets were estimated on the based on the average percentage of amounts not deducted for tax purposes in the years from 2016 to 2024, compared to the amounts of reinforcements net of impairment recorded in those years;

- The deductions related to employee benefits were projected based on their estimated payments or deduction plans, in accordance with information provided by the pension fund actuary;

- The realisation of changes in the fair value of real estate investment funds was projected based on the information available in the regulations of the funds in question in relation to the period foreseen for the respective liquidation.

According to the estimate of future taxable income, the deferred taxes assets recorded as at 31 December 2024 are adequate under the IAS 12 requirements.

Law 61/2014 approved an optional framework, with the possibility of subsequent waiver, according to which, upon certain events (including (a) annual net losses on the separate financial statements, as well as (b) liquidation as a result of voluntary dissolution, insolvency decided by the court or withdrawal of the respective authorisation), the DTAs that have resulted from the non-deduction of expenses and of negative asset variations resulting from impairment losses in credits and from post-employment benefits or long-term employments, will be converted into tax credits. In the case of (a), a special reserve must be created in the amount of the tax credit resulting from the terms of such Law, enhanced with an increase of 10%, which is intended exclusively to be incorporated into the share capital. The creation of such special reserve implies a creation, simultaneously, of conversion rights and of a right to demand the issue of shares by the Bank in an amount equivalent to such special reserve granted to the Portuguese Republic ("**State Rights**"), such rights being acquirable by the shareholders through payment to the Portuguese State of the same amount. The tax credits can be offset against tax debts of the beneficiaries (or of any entity with head office in Portugal within the same group to which the special regime foreseen in the Corporate Tax Code is applicable or within the same prudential consolidation perimeter for the purpose of Regulation (EU) no. 575/2013, of the European Parliament and of the Council, as amended) or reimbursed by the Portuguese Republic. Due to this framework, the recovery of the DTAs covered by Law 61/2014's optional framework is not dependent on future profitability.

Law 23/2016, of 19 August 2016, limited the scope of the regime, determining that tax assets originated in expenses or negative asset variations accounted for after 1 January 2016 are not eligible for the optional framework. The framework set out in Law 61/2014 was further developed by (a) Ministerial Order ("*Portaria*") 259/2016, of 4 October 2016, on the control and use of the tax credit and (b) Ministerial Order ("*Portaria*") 293-A/2016, of 18 November 2016 (as amended by Ministerial Order ("*Portaria*") 60/2020, of 5 March 2020), concerning the conditions and proceedings for the acquisition by shareholders of the referred State Rights. Law 98/2019, of 4 September 2019, established a three-year deadline for the acquisition of the referred State rights by the shareholders, after which the Board of Directors of the issuing bank is obliged to promote the record of the share capital increase by the amount resulting from the exercise of the conversion rights. According to this legislation, among other aspects, such rights are subject to an acquisition right by the shareholders on the date of their creation exercisable in periods to be established by the Board of Directors until three years after the date of the confirmation date of the tax credit resulting from the conversion of the deferred tax assets by the Portuguese Tax Authorities. The issuing bank has to deposit in the name of the Portuguese State the amount of the price corresponding to the exercise of the acquisition right of all the conversion rights, within three months beginning from the confirmation date of the deferred tax assets into a tax credit, ahead and independently of their acquisition. Such deposit is redeemed when and to the extent that the State Rights are acquired by shareholders or are exercised by the State.

As disclosed in due course, pursuant to the General Meeting held on 15 October 2014, the Bank adopted the optional framework approved by Law 61/2014 described above. The Group's CET1 ratio, fully implemented as at 31 December 2024, corresponds to 16.3% and already incorporates the effects of the application of the new framework which became effective on 1 January 2015.

The Bank's net result (on an individual basis) as at 31 December 2024 was EUR 803 million; there is no guarantee that the net result in the following years will be positive.

If the Bank registers a net loss as at the end of a financial year, on an individual basis, then, under the provisions of Law 61/2014, the Portuguese Republic will be granted State Rights, exercisable after the

mentioned period of up to three years, during which shareholders will have the opportunity to acquire such conversion rights from the State. If shares are finally issued pursuant to the exercise of such conversion rights, this would dilute the remaining shareholders of the Bank. Among other factors that may affect the recoverability of the deferred tax assets and their composition regarding the deferred tax assets that fall within the scope of Law 61/2014, the interpretation of the tax law is relevant, as well as the performance of several operations in 2022, 2023 and 2024.

In the 2015 and 2016 financial years, the Bank registered deferred tax assets regarding expenses and negative asset variations with post-employment or long-term employment benefits and credit impairment losses accounted for up to 31 December 2014, which assets the Bank deems eligible for the purposes of the framework approved by Law 61/2014. A change in law, a different interpretation of the law, or the non-performance of the abovementioned operations could have an adverse impact on the Bank's capital ratio.

Any of the aforementioned could result in a material adverse effect on the Bank's business, financial condition, results of operations and prospects.

The Bank's ability to achieve certain targets is dependent upon certain assumptions involving factors that are significantly or entirely beyond the Bank's control and are subject to known and unknown risks, uncertainties and other factors.

The achievement of the Bank's internal targets will depend on the verification of assumptions involving factors that are significantly or entirely beyond the Bank's control and subject to known and unknown risks, uncertainties and other factors that may result in management failing to achieve these targets. These factors include those described elsewhere in this section and, in particular:

- the Bank's ability to successfully implement its strategy;
- the Bank's ability to successfully implement its funding and capital plans;
- the successful implementation of economic reforms in Portugal;
- the Bank's ability to access funding in the capital markets;
- the level of the Bank's LLRs against NPEs;
- the Bank's ability to reduce NPEs;
- the quality of the Bank's assets;
- the Bank's ability to reduce costs;
- the financial condition of the Bank's customers;
- reductions to the Bank's ratings;
- growth of the financial markets in the countries in which the Bank operates;
- the Bank's ability to grow internationally;
- future market conditions;

- currency fluctuations;
- the actions of regulators;
- changes to the political, social and regulatory framework in which the Bank operates;
- macroeconomic or technological trends or conditions, including inflation and consumer confidence,

and other risk factors identified in this Offering Circular. If one or more of these assumptions is inaccurate, the Bank may be unable to achieve one or more of its targets, which may have a material adverse effect on the Bank's business, financial condition, results of operations and prospects.

The Bank regularly uses financial models in the course of its operations. These financial models help inform the Bank of the value of certain of its assets (such as certain loans, financial instruments, including illiquid financial instruments where market prices are not readily available, goodwill or other intangible assets) and liabilities (such as the Bank's defined benefit obligations and provisioning) as well as the Bank's risk exposure. These financial models also generally require the Bank to make assumptions, judgements and estimates which, in many cases, are inherently uncertain, including expected cash flows, the ability of borrowers to service debt, residential and commercial property price appreciation and depreciation, and relative levels of defaults. Such assumptions, judgements and estimates may need to be updated to reflect changing facts, trends and market conditions and may result in a decrease in the value of, and consequently an impairment of, the Bank's assets, an increase in the Bank's liabilities or an increase in the Bank's risk exposure, any of which may have a material adverse effect on the Bank's business, financial condition, results of operations and prospects.

In particular, recent historic market volatility and illiquidity has challenged the factual bases of certain underlying assumptions and made it difficult to value some of the Bank's financial instruments. Decreased valuations reflecting prevailing market conditions, faulty assumptions or illiquidity, may result in changes in the fair values of these instruments, which may have a material adverse effect on the Bank's business, financial condition, results of operations and prospects.

The Bank is exposed to reputational risks, including those arising from rumours that affect its image and customer relations.

Reputational risk is inherent to the Bank's business activity. Negative public opinion towards the Bank or the financial services sector as a whole could result from real or perceived practices in the banking sector, such as money laundering, terrorism financing, the fraudulent sale of financial products or breach of competition rules, or a departure from the way that the Group conducts, or is perceived to conduct, its business. Negative publicity and negative public opinion, particularly in relation to pending litigation or enquiries by regulators that could be resolved against the Bank's favour, could adversely affect the Bank's ability to maintain and attract customers and counterparties, the loss of which could adversely affect the Bank's business, financial condition and future prospects, due, for instance, to a run-on deposits and subsequent lack of funding sources.

The Bank may be unable to detect money laundering, terrorism financing, tax evasion or tax avoidance behaviour by clients, which could be attributed to the Bank. Failure to manage such risk could lead to reputational damage and to financial penalties for failure to comply with required legal procedures or

other aspects of applicable laws and regulations, which could materially adversely affect the Bank's business, results of operations, financial condition and prospects.

The Bank has a limited number of customers who are classified as politically exposed persons pursuant to the applicable legislation, including Law No. 83/2017, of 18 August 2017, as amended, and regulatory notices ("*Avisos*") No. 5/2013, of 18 December 2013, or No. 2/2018, of 26 September 2018, of Banco de Portugal (as applicable), as amended. Although the Bank exercises increasingly stricter scrutiny of transactions with politically exposed persons in order to ensure compliance with applicable laws, the services provided to these individuals may expose the Bank to reputational risks, notwithstanding the Bank's compliance with applicable laws.

Labour disputes or other industrial actions could disrupt Bank operations or make them more costly to run.

The Bank is exposed to the risk of labour disputes and other industrial actions. 79.7% of the Group's employees were members of labour unions, at the end of December 2023, and the Bank may experience strikes, work stoppages or other industrial actions in the future. Any of these actions could, possibly for a significant period of time, result in disruption to the Bank's activity and increased salaries and benefits granted to employees or otherwise have a material adverse effect on the Bank's business, financial condition, results of operations and prospects.

The Bank is exposed to market risk, which could result in the devaluation of investment holdings or affect its trading results.

The performance of the financial markets could cause changes in the value of the Bank's investment and trading portfolios. Changes in the interest rate level, yield curve and spreads could reduce the Bank's net interest margin. Changes in foreign exchange rates could affect the value of its assets and liabilities denominated in foreign currencies and could affect the results of trading.

The Bank has significant exposure to participation units in closed-end funds. See further "*The Bank holds units issued by specialised credit recovery closed-end funds that are subject to potential depreciation, for which reimbursement may not be requested and for which there is no secondary market*". As from 1 January 2018, following the implementation of the IFRS 9, the participation units started to be recorded at fair value through profit and loss.

The Bank has implemented risk management methods to mitigate and control these and other market risks to which it is exposed, including the use of derivatives to hedge certain products offered to its customers, and the Bank's risk exposure is continuously monitored. However, it is difficult to accurately predict changes in market conditions and to foresee the effects that these changes might have on the Bank's financial condition and results of operations. Any failure in risk management or control policies targeting market risk could have a negative impact on the Bank's business, financial condition, results of operations and prospects.

The Bank is subject to certain operational risks, which may include interruptions in the services provided, errors, fraud attributable to third parties, omissions and delays in the provision of services and implementation of requirements for risk management.

In its normal activity and as a result of its organisational structure, the Bank is subject to certain operational risks, including interruptions in the services provided, errors, fraud attributable to third

parties, and omissions and delays in the provision of services and implementation of requirements for risk management. A majority of the Bank's operational losses in 2024 were caused by external and people risks, with a large portion having low material significance, under EUR 100,000 (93% of all operational losses Group wide). In fact, about 53% of the cases recorded in 2024 had a financial impact of less than EUR 5,000 each. The Bank continually monitors operational risks by means of, among other actions, advanced administrative and information systems and insurance coverage with respect to certain operational risks. However, it is not possible to guarantee that the monitoring and prevention of these risks will be fully effective. Any lack of success in the implementation of the Bank's risk management and control policies could have a material adverse effect on its business, financial condition, results of operations and prospects.

The Bank faces technological risks, and a failure in the Bank's information technology systems could result in, among other things, trading losses, losses in customer deposits and investments, accounting and financial reporting errors and breaches in data security.

The operations developed by the Group, in Portugal and internationally, have an infrastructure of information systems that is externalised, but also common and integrated, promoting higher overall efficiency. The Bank's operations depend heavily on their respective computer processing capabilities, especially following the centralisation of the information systems. Computer processing capabilities include record-keeping, financial reporting and other systems, including systems for monitoring points of sale and internal accounting systems.

Regarding the security of the information systems, the Bank has continued to pursue a strategy aligned with good international practices. However, it is not possible to guarantee to potential investors complete identification and timely correction of all problems related to the informational technology systems, or systematic success in the implementation of technological improvements. A failure in the Bank's information technology systems could result in, among other things, trading losses, losses in customer deposits and investments, accounting and financial reporting errors and breaches in data security. The occurrence of any of the aforementioned events could have a significant and negative effect on the Bank's business, financial condition, results of operations and prospects.

The Bank is subject to the risk of changes in the relationship with its partners.

Some of the Bank's activities are carried out in partnership with other entities that are not under the control of the Bank, including Millenniumbcp Ageas. Therefore, the Bank does not have the ability to control the decisions of these entities or ensure full compliance with the agreements that established such partnerships. Any decision or action by these entities and/or their breach of such agreements may have a material adverse effect on the Bank's reputation, business, financial condition, results of operations and prospects. For further details on the Bank's strategic partnerships, please see "*Description of the Business of the Group*".

Transactions in the Bank's own portfolio involve risks.

The Bank carries out various proprietary treasury activities, including the placement of deposits denominated in Euro and other currencies in the interbank market, as well as trading in primary and secondary markets for government securities. The management of the Bank's own portfolio includes taking positions in fixed income and equity markets, both via spot market and through derivative products and other financial instruments. Despite the Bank's limited level of involvement in these

activities, trading on account of its own portfolio carries risks, since its results depend partly on market conditions. A reduction in the value of financial assets held due primarily to market conditions, or any other such conditions outside the control of the Bank, could require a corresponding loss recognition that may impact the Bank's balance sheet. Moreover, the Bank relies on a vast range of risk reporting and internal management tools in order to be able to report its exposure to such transactions correctly and in due time. Future results arising from trading on account of its own portfolio will depend partly on market conditions, and the Bank may incur significant losses resulting from adverse changes in the fair value of financial assets, which could have a material adverse effect on its business, financial condition, results of operations and prospects.

Hedging operations carried out by the Bank may not be adequate to prevent losses.

The Bank carries out hedging transactions to reduce its exposure to different types of risks associated with its business. Many of its hedging strategies are based on historical patterns of transactions and correlations. Consequently, unexpected market developments might negatively affect the Bank's hedging strategies.

Furthermore, the Bank does not hedge all of its risk exposure in all market environments or against all types of risks and in some cases a hedge may not be available to the Bank. Moreover, the way that gains or losses arising from certain ineffective hedges are recognised may result in additional volatility in its reported earnings. The Group employs derivatives and other financial instruments to hedge its exposure to interest rate and foreign exchange risk resulting from financing and investment activities. Hedging derivatives are recognised at their fair value and the profits and losses resulting from their valuation are recognised against the results. The Bank may still incur losses from changes in the fair value of derivatives and other financial instruments that qualify as fair value hedges. If any of its hedging instruments or strategies are inefficient, the Bank could incur losses which could have a material adverse effect on its business, financial condition, results of operations and prospects.

The Bank faces exchange rate risk related to its international operations.

All of the Bank's international operations are directly or indirectly exposed to exchange rate risk, which could adversely affect the Bank's results. Any devaluation of these currencies relative to the Euro could have a negative impact on the Bank's business, financial condition, results of operations and prospects.

As at 31 December 2024, the loans-to-customer funds ratio in Poland and Mozambique was 64% and 29%, respectively. The Bank's loan portfolio also includes loans in foreign currency, where the losses are assumed by customers and recorded in the profit and loss account under impairment. The use of funding in foreign currency in some countries of Eastern Europe exposes some of the Bank's customers to exchange rate risk, affecting the financial condition of these entities and, consequently, the net income of the Bank. Although Bank Millennium stopped granting new foreign currency loans in Poland by the end of 2008, it still holds a considerable loan portfolio in foreign currency, mainly in Swiss francs (as at 31 December 2024), 1.5% of the total loan portfolio in Poland (gross after legal risk provisions) and 16% of the total mortgage loan book in Poland), and therefore the Bank's net income could be significantly affected by the need to undertake additional payments for impairment in the loan portfolio and by the high cost of zloty swaps. On 15 January 2015, the Swiss National Bank discontinued its minimum exchange rate which had been set at EUR/CHF 1.20 in September 2011. Simultaneously, the Swiss National Bank lowered the interest rate on sight deposit account balances that exceed a given

exemption threshold by 0.5% to − 0.75%. As a consequence, on the next day the Swiss franc appreciated 15% to around EUR/CHF 1.04 and the main index on the Swiss stock exchange went down around 8.7%. Since then, the EUR/CHF exchange rate has been free float. Net income may also be adversely affected if Poland does not join the Eurozone in the medium term as is currently expected. Similarly, net income may be affected if institutional investors pool their assets in established, rather than emerging, markets. This risk is exacerbated in the context of greater political instability related to reform of the European institutional framework, which has already had repercussions on the Swiss franc exchange rate.

For details on the Bank's exposure to risks in foreign countries, see risk factor "*The Bank faces exposure to risks in its businesses in Europe (Poland) and Africa (Angola and Mozambique)*".

The Bank is subject to the risk of internal and external fraud, crime, cybercrime, or other types of misconduct by employees or third parties which could have a material adverse effect on the Bank.

The Bank is subject to the risk of fraud, crime, money laundering, cybercrime and other types of misconduct by employees and third parties, as well as to unauthorised transactions by employees, third party service providers and external staff, including "rogue trading". This type of risk could result in breaches of law, rules, regulations and internal policies, losses, claims, fines, regulatory action, legal proceedings or reputational damage.

In the area of payments, over the past years the Bank and the Bank's clients have been subject to cybercrime and fraud in the form of phishing and malware. European law tends to hold the Bank liable unless it provides proof of intentional misconduct or gross negligence by the client. Other forms of theft include violent robberies of ATMs, in which criminals use combustible gas, explosives or vehicles and heavy equipment to gain access to cash stored in ATMs.

The Bank may be subject to disruptions of its operating or information systems, arising from criminal acts by individuals and groups via cyberspace, which may interrupt the service to clients.

The Bank remains potentially exposed to the risk that the procedures implemented and the measures adopted with respect to the storage and processing of personal data relating to its customers may prove to be inadequate and/or not in compliance with the laws and regulations in force from time to time and/or may not be promptly or properly implemented by employees and associates. Thus, the data could be subject to damage, loss, theft, disclosure or processing for purposes other than those authorised by the customers, or even use by unauthorised parties (whether third parties or employees of companies of the Bank). If any of these circumstances occur there could be a material adverse effect on the Bank's business, including its reputation, financial condition, results of operation or prospects.

Failure of the Bank's information technology systems could lead to a breach of regulations and (contractual) obligations and have a material adverse effect on the Bank's reputation, results of operations, financial condition and prospects. The continuous efforts of individuals and groups, including organised crime, via cyberspace to commit fraud through electronic channels or to gain access to information technology systems used by the Bank (including with respect to clients' and Bank information held on those systems and transactions processed through these systems) are a growing threat to the Bank. The manifestations of risks to technology – including cyber security – change rapidly and require continued focus and investment. Given the increasing sophistication and scope of potential attacks via cyberspace, it is possible that future attacks may lead to significant breaches of security and

loss of (personal) data. In addition, the Group may as a result not be able to access data or operate its systems, it may not be able to recover data, or establishing that data is not compromised may be very time consuming and costly.

There is a risk that cyber-security risk is not adequately managed or, even if adequately managed, a cyber-attack can take place and be successful, which could lead to breach of regulations, investigations and administrative enforcement by supervisory authorities and claims that may materially and adversely affect the Bank's business, reputation, results of operations, financial condition, prospects and its position in legal proceedings.

A material decline in global capital markets and volatility in other markets could adversely affect the activity, results and value of strategic investments of the Bank.

Investment returns are an important part of the Bank's overall profitability, particularly in relation to the life insurance business carried out by the Millennium bcp Ageas joint venture and the Bank's investment banking business.

Uncertainty in global financial markets stemming from the price volatility of capital market instruments such as has been experienced in the beginning of 2025, and if this volatility persists, this may materially and adversely affect the Group and particularly the life insurance business and investment banking operations, impacting its financial operations and other income and the value of its financial holdings and securities portfolios.

In particular, such a decline in the global capital markets has had and may continue to have an adverse effect on the sales of many of the Group's products and services, such as unit-linked products, capitalisation insurance, real estate investment funds, asset management services, brokerage, primary market issuances and investment banking operations, and significantly reduce the fees related to them, as well as adversely affect the Bank's business, financial condition, results of operations and prospects. As a minority shareholder of Millennium bcp Ageas, the Bank is at risk of being required to inject capital into the company if its solvency ratio falls below a certain predefined level, which could occur if certain products of Millennium bcp Ageas do not meet a minimum level of return. Furthermore, the prolonged fluctuation of stock and bond market prices or extended volatility or turbulence of markets has led in the last few months and may continue to lead to the withdrawal of funds from markets by investors, which would result in lower investment rates or in the early redemption of life policies. Any such decrease could negatively influence the placement of the Bank's investment products. Therefore, a decline in the capital markets in general could adversely affect the Bank's business, financial condition, results of operations and prospects.

The Bank also maintains trading and investment positions in debt securities, foreign exchange, equity and other markets. These positions could be adversely affected by volatility in financial and other markets and in Portuguese sovereign debt (EUR 4.9 billion as at 31 December 2024, of which EUR 858 million recorded in "Financial assets at fair value through profit or loss – Held for trading"; EUR 34 million recorded in "Financial assets at fair value through profit or loss – Designated at fair value through profit or loss"; EUR 878 million recorded in "Financial assets at fair value through other comprehensive income" and EUR 3.1 billion recorded in “Financial assets at amortised cost – Debt securities”), creating a risk of substantial losses. Potential losses in the Portuguese public debt in December 2024 stand at around EUR 12 million. Volatility can also lead to losses relating to a broad

range of the other trading and hedging products that the Bank uses, including swaps, futures, options and structured products. Significant reductions in estimated or actual values of the Bank's assets have occurred from previous events in the market. Continued volatility and further fragmentation of certain financial markets may affect the Bank's business, financial condition, operating results and prospects. In the future, these factors may have an influence on day-to-day valuations of the Bank's financial assets and liabilities, recorded at fair value.

Acts of terrorism, natural disasters, pandemics and global conflicts may have a negative impact on the Bank's business and operations.

Acts of terrorism, natural disasters, pandemics, global conflicts or other similar catastrophic events could have a negative impact on the Bank's business, financial condition, results of operations and prospects. Such events could damage the Bank's facilities, disrupt or delay the normal operations of its business (including communications and technology), result in harm or cause travel limitations on the Bank's employees, and have a similar impact on its clients and counterparties. These events could also negatively impact the purchase of the Bank's products and services to the extent that those acts or conflicts result in reduced capital markets activity, lower asset price levels, or disruptions in general economic activity, or in financial market settlement functions. In addition, war, terror attacks, political unrest, global conflicts, the national and global efforts to combat terrorism and other potential military activities and outbreaks of hostilities may negatively impact economic growth, which could have an adverse effect on the Bank's business, results of operations, financial condition and prospects, besides other adverse effects on the Bank in ways that it is unable to predict.

The Bank's risk management methods may not be able to identify all risks or level of risks to which the Bank is exposed.

The Bank's risk management methods are based on a combination of human and technical controls and supervision, which are subject to errors and defects. Some of the Bank's methods of managing risks are based on internally developed controls and on historic data on market behaviour, also supported by common market practices. These methods might not adequately predict future losses, in particular when related to relevant market fluctuations, which could be considerably higher than those observed in other periods. These methods might also be ineffective in protecting against losses caused by technical errors, if the implemented testing and control systems are not effective in the prevention of software and hardware technical defects. Any errors or failures in the implementation of such risk management systems, as well as their possible inability to identify all the risks or risk levels to which the Bank is exposed, could have a material adverse effect on the Bank's business, financial condition, results of operations and prospects.

2. RISKS RELATING TO NOTES ISSUED UNDER THE PROGRAMME

2.1 Risks relating to the Structure of a particular issue of Notes

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of the most common such features:

An investor in Subordinated Notes or Senior Non-Preferred Notes assumes an enhanced risk of loss in the event of the Issuer's insolvency.

The Issuer's obligations under Subordinated Notes will be unsecured and wholly subordinated to the claims of (a) creditors of the Issuer whose claims are admitted to proof in the winding-up of the Issuer and who are unsubordinated creditors of the Issuer, and (b) creditors of the Issuer whose claims are or are expressed to be subordinated to the claims of other creditors of the Issuer (other than those whose claims relate to obligations which constitute, or would, but for any applicable limitation on the amount of such capital, constitute Tier 1 instruments or Tier 2 instruments of the Issuer, or whose claims otherwise rank or are expressed to rank *pari passu* with, or junior to, the claims of holders of the Subordinated Notes); "**Tier 1 instruments**" has the meaning given to it by the Applicable Banking Regulations from time to time; "**Tier 2 instruments**" has the meaning given to it by the Applicable Banking Regulations from time to time; "**Applicable Banking Regulations**" means at any time the laws, regulations, requirements, guidelines and policies relating to capital adequacy then in effect in Portugal and applicable to the Issuer, including, without limitation to the generality of the foregoing, those regulations, requirements, guidelines and policies relating to capital adequacy then in effect of the Relevant Authority and/or any regulation, directive or other binding rules, standards or decisions adopted by the institutions of the European Union; and "**Relevant Authority**" means Banco de Portugal, the European Central Bank or such other authority (whether in Portugal or elsewhere) having primary responsibility for prudential supervision of the Issuer. Although Subordinated Notes may pay a higher rate of interest than comparable Notes which are not subordinated, there is a real risk that an investor in Subordinated Notes will lose all or some of their investment should the Issuer become insolvent or the Notes subject to loss absorption. Furthermore, depending on how Article 48(7) of Directive (EU) 2019/879 of the European Parliament and of the Council of 20 May 2019 is implemented in Portugal, it is possible that other subordinated creditors of the Issuer who previously ranked pari passu with or junior to the holders of Subordinated Notes may rank above the holders of Subordinated Notes in the event that the instruments held by such subordinated creditors cease to be own funds of the Issuer.

The Senior Non-Preferred Notes will constitute direct and unsecured obligations of the Issuer and the rights of the holders of any Senior Non-Preferred Notes will rank junior in priority of payment to the claims of all unsubordinated creditors of the Issuer that are not creditors in respect of Statutory Senior Non-Preferred Obligations. Accordingly, no payments of amounts due under the Senior Non-Preferred Notes will be made to the Noteholders in the event of insolvency or winding up of such Issuer (to the extent permitted by Portuguese law) except where all sums due from such Issuer in respect of the claims of all unsubordinated creditors of the relevant Issuer that are not creditors in respect of Statutory Senior Non-Preferred Obligations are paid in full, as more fully described in Condition 2(c).

"**Statutory Senior Non-Preferred Obligations**" means any present and future claims in respect of unsubordinated and unsecured obligations of the Issuer which have a lower ranking within the meaning of article 8-A of Decree-Law no 199/2006 of 25 October (as amended) (or any other provision implementing article 108 of Directive 2014/59/EU, as amended by Directive (EU) 2017/2399, in Portugal) than the claims in respect of all other unsubordinated and unsecured obligations of the Issuer.

Although Senior Non-Preferred Notes may pay a higher rate of interest than comparable Notes which benefit from a preferential ranking, there is a significant risk that an investor in Senior Non-Preferred Notes will lose all or some of its investment should the Issuer become insolvent or the Notes subject to loss absorption.

Notes may be subject to loss absorption on any application of the general bail-in tool or be subject to other resolution tools and (in the case of Subordinated Notes) may be subject to loss absorption at the point of non-viability of the Issuer.

The BRRD contemplates that Subordinated Notes may be subject to non-viability loss absorption, in addition to the application of the general bail-in tool which may apply to all Notes.

The powers provided to resolution authorities in the BRRD include write down/conversion powers to ensure that capital instruments (including Additional Tier 1 and Tier 2 instruments) absorb losses at the point of non-viability of the issuing institution or its group. Accordingly, the BRRD contemplates that resolution authorities may require the write down of such capital instruments in full or on a permanent basis, or their conversion in full into shares or other instruments of ownership, to the extent required and up to their capacity, at the point of non-viability immediately before or in concurrence with the application of any other resolution action, if any.

The BRRD provides, inter alia, that resolution authorities shall exercise the write down power of reducing or converting, according to an order of priority of credits in normal insolvency procedures, in a way that results in:

(a) CET1 instruments being written down or converted in proportion to the relevant losses; and then

(b) the principal amount of other capital instruments being written down and/or converted into CET1 (Tier 1 and Tier 2 instruments) in accordance with their relative ranking.

On 23 November 2016, the European Commission presented a comprehensive package of reforms to further strengthen the resilience of EU banks ("**EU Banking Reforms**") which proposals amend many of the existing provisions set forth in, among others, the BRRD, including a proposal extending the application of the power to write down or convert capital instruments at the point of non-viability to include eligible liabilities issued for internal purposes. On 16 April 2019 the European Parliament approved the proposals.

The taking of any such actions or the use of any other resolution tool could adversely affect the rights of Noteholders, including the write-down or conversion (in whole or in part) of their Notes. Any such actions or the perceived likelihood of any such actions being taken may adversely impact the price or value of their investment in the Notes.

See the risk factor entitled "*Single Resolution Mechanism*" above and *"Description of the Business of the Group – Recent developments on the banking regulation"* below.

Subordinated Notes, Senior Non-Preferred Notes and certain Senior Notes: Remedies for Non-Payment.

The sole remedy against the Issuer available to any Noteholder for recovery of amounts owing in respect of any payment of principal or interest in respect of any Subordinated Notes, Senior Non-Preferred Notes or certain Senior Notes in respect of which Condition 9(b) is specified as "Applicable" in the applicable Final Terms will be the institution of proceedings for the winding-up of the Issuer and/or proving in any winding-up of the Issuer. As such, the remedies available to holders of any such Subordinated Notes, Senior Non-Preferred Notes or relevant Senior Notes are more limited than those typically available to holders of other senior ranking securities, which may make enforcement more difficult.

If the Issuer has the right to redeem any Notes at its option, this may limit the market value of the Notes concerned and an investor may not be able to reinvest the redemption proceeds in a manner which achieves a similar effective return.

The Issuer has the right to redeem Notes (i) upon certain taxation events, (ii) in the case of Subordinated Notes, Senior Non-Preferred Notes and certain Senior Notes upon a change in regulatory classification of the Notes, (iii) where Clean-up Call Option is specified as applicable in the applicable Final Terms, and (iv) if so specified in the applicable Final Terms, at its option. An optional redemption feature of Notes is likely to limit their market value. During any period when the Issuer may elect or is perceived to be able to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

If the Issuer elects to redeem any Notes, there is a risk that the relevant Notes may be redeemed at times when the redemption proceeds are less than the current market value of the Notes or when prevailing interest rates may be relatively low, in which case Noteholders may only be able to reinvest the redemption proceeds in securities with a lower yield. Potential investors should consider reinvestment risk in light of other investments available at that time.

Notes may be subject to Substitution and Variation provisions.

If, in the case of any Series of Subordinated Notes, Condition 6(n) (*Substitution and Variation of Subordinated Notes*) is specified as being "Applicable" in the relevant Final Terms and a Capital Event has occurred and is continuing or if, in the case of Senior Notes and Senior Non-Preferred Notes, Condition 6(o) (*Substitution and Variation of Senior Non-Preferred Notes and Senior Notes*) is specified as being "Applicable" in the relevant Final Terms and an MREL Disqualification Event has occurred and is continuing or if any of the tax events described in Condition 6(b) (whether or not such Condition applies to the relevant Series of Notes) has occurred and is continuing, or in order to ensure the effectiveness and enforceability of Condition 16(d), then the Issuer may, subject as provided in Condition 6(m) (in respect of Subordinated Notes) and Condition 6(o) (in respect of Senior Notes and Senior Non-Preferred Notes) of the Notes and without the need for any consent of the Noteholders, substitute all (but not some only) of such Series of Notes for, or vary the terms of such Series of Notes (including changing the governing law of Condition 16(d) from English law to Portuguese law or any other European law that, after consultation with the Relevant Authority, the Issuer considers allows the Subordinated Notes to be Tier 2 Compliant Notes or the Senior Non-Preferred Notes or relevant Senior Notes to be MREL Compliant Notes, as the case may be) so that the Notes remain or become Tier 2 Compliant Notes or MREL Compliant Notes, as applicable.

While Tier 2 Compliant Notes and MREL Compliant Notes must otherwise contain terms that are not materially less favourable to Noteholders than the original terms of the relevant Notes, the governing law of Condition 16(d) may be changed from English law to Portuguese law or any other European law in order to ensure the effectiveness and enforceability of Condition 16(d).

No assurance can be given as to whether any of these changes will negatively affect any particular Noteholder. In addition, the tax and stamp duty consequences of holding such substituted or varied Notes could be different for some categories of Noteholders from the tax and stamp duty consequences for them of holding such Notes prior to such substitution or variation. There can also be no assurance that the terms of any Tier 2 Compliant Notes or MREL Compliant Notes will be viewed by the market as equally favourable to Noteholders, or that such Notes will trade at prices that are equal to the prices at which the Notes would have traded on the basis of their original terms.

If the Notes include a feature to convert the interest basis from a fixed rate to a floating rate or vice versa, this may affect the secondary market and the market value of the Notes concerned.

Fixed/Floating Rate Notes are Notes which bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Such a feature to convert the interest basis, and any conversion of the interest basis, may affect the secondary market in, and the market value of, such Notes as the change of interest basis may result in a lower interest return for Noteholders. Where the Notes convert from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. Where the Notes convert from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on those Notes and could affect the market value of an investment in the relevant Notes.

The interest rate on Reset Rate Notes will reset on each Reset Date, which can be expected to affect the interest payments on an investment in Reset Rate Notes and could affect the market value of Reset Rate Notes.

Reset Rate Notes will initially bear interest at the Initial Rate of Interest until (but excluding) the First Reset Date. On the First Reset Date, the Second Reset Date (if applicable) and each Subsequent Reset Date (if any) thereafter, the interest rate will be reset to the sum of the applicable Mid-Swap Rate and the Reset Margin as determined by the Calculation Agent on the relevant Reset Determination Date (each such interest rate, a "**Subsequent Reset Rate**"), all as further described in Condition 4(b). The Subsequent Reset Rate for any Reset Period could be less than the Initial Rate of Interest or the Subsequent Reset Rate for prior Reset Periods and could affect the market for and the market value of an investment in the Reset Rate Notes.

Notes which are issued at a substantial discount or premium may experience price volatility in response to changes in market interest rates.

The market values of securities issued at a substantial discount (such as Zero Coupon Notes) or premium to their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for more conventional interest-bearing securities. Generally, the longer the remaining term of such securities, the greater the price volatility as compared to more conventional interest-bearing securities with comparable maturities.

Limitation on gross-up obligation under the Subordinated Notes, the Senior Non-Preferred Notes and certain Senior Notes.

The obligation under Condition 7 (Taxation) to pay additional amounts in the event of any withholding or deduction in respect of taxes on any payments under the terms of the Subordinated Notes or (where Condition 7(b) is specified as "Applicable" in the relevant Final Terms) the Senior Non-Preferred Notes and the Senior Notes applies only to payments of interest and not to payments of principal or premium (as applicable). As such, the Issuer would not be required to pay any additional amounts under the terms of such Notes to the extent any withholding or deduction applied to payments of principal or premium (as applicable). Accordingly, if any such withholding or deduction were to apply to any payments of principal or premium (as applicable) under any such Notes, Noteholders may receive less than the full amount of principal or premium (as applicable) due under such Notes upon redemption, and the market value of such Notes may be adversely affected.

Reform and Regulation of "benchmarks".

Interest rates and indices which are deemed to be "benchmarks" (such as EURIBOR or ISDAFIX (now restructured and renamed the ICE Swap Rate) referenced swap rates) are the subject of national and

international regulatory guidance and reform aimed at supporting the transition to robust benchmarks. Most reforms have now reached their planned conclusion (including the transition away from LIBOR), and "benchmarks" remain subject to ongoing monitoring. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such "benchmarks" to perform differently than in the past, to disappear entirely or to have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes linked to or referencing such a "benchmark". Regulation (EU) 2016/1011(the "**EU Benchmarks Regulation**") applies, subject to certain transitional provisions, to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the European Union. Among other things, it (i) requires benchmark administrators to be authorised or registered (or, if non-European Union based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by European Union supervised entities of "benchmarks" of administrators that are not authorised or registered (or, if non-European Union based, not deemed equivalent or recognised or endorsed). Regulation (EU) 2016/1011 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**") (the "**UK Benchmarks Regulation**"), among other things, applies to the provision of benchmarks and the use of a benchmark in the UK. Similarly, it prohibits the use in the UK by UK supervised entities of benchmarks of administrators that are not authorised by the FCA or registered on the FCA register (or, if non-UK based, not deemed equivalent or recognised or endorsed).

The EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable, could have a material impact on any Notes linked to or referencing a "benchmark", in particular, if the methodology or other terms of the "benchmark" are changed in order to comply with the requirements of the EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the relevant "benchmark".

More broadly, any of the national or international reforms, or the general increased regulatory scrutiny of "benchmarks", could increase the costs and risks of administering or otherwise participating in the setting of a "benchmark" and complying with any such regulations or requirements.

Such factors may have (without limitation) the following effects on certain "benchmarks" (including EURIBOR): (i) discouraging market participants from continuing to administer or contribute to a "benchmark"; (ii) triggering changes in the rules or methodologies used in the "benchmark" or (iii) lead to the disappearance of the "benchmark". Any of the above changes or any other consequential changes as a result of national or international reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Notes linked to, referencing or otherwise dependent (in whole or in part) upon a "benchmark".

The Terms and Conditions of Notes provide for certain fallback arrangements in the event that an Original Reference Rate and/or any page on which an Original Reference Rate may be published (or any other successor service) becomes unavailable or a Benchmark Event (as defined in the Terms and Conditions) otherwise occurs. Either (i) the Issuer will appoint an Independent Adviser to determine a Successor Rate or, failing which, an Alternative Reference Rate to be used in place of the Original Reference Rate or (ii) if the Issuer is unable to appoint an Independent Adviser or the Independent Adviser appointed is unable to determine the relevant rates, the Issuer may (after consulting with the Independent Adviser (if any)) determine a Successor Rate or, failing which an Alternative Reference Rate to be used in place of the Original Reference Rate. The use of any such Successor Rate or Alternative Reference Rate to determine the Rate of Interest may result in the Notes performing differently (including paying a lower Rate of Interest for any Interest Period) than they would do if the Original Reference Rate were to continue to apply.

Furthermore, if a Successor Rate or Alternative Reference Rate is determined by an Independent Adviser or the Issuer, as the case may be, the Conditions provide that the Issuer may vary the Conditions and the Agency Terms as necessary, to ensure the proper operation of such Successor Rate or Alternative Reference Rate, without any requirement for consent or approval of the Noteholders.

If a Successor Rate or Alternative Reference Rate is determined by an Independent Adviser or, as the case may be, the Issuer, the Conditions also provide that an Adjustment Spread may be determined by the Independent Adviser or, as the case may be, the Issuer to be applied to such Successor Rate or Alternative Reference Rate. The aim of the Adjustment Spread is to reduce or eliminate, so far as is reasonably practicable in the relevant circumstances, any economic prejudice or benefit (as the case may be) to the Noteholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Reference Rate. However, there is no guarantee that such an Adjustment Spread will be determined or applied, or that the application of an Adjustment Spread will either reduce or eliminate economic prejudice to the Noteholders. If no Adjustment Spread is determined, a Successor Rate or Alternative Reference Rate may nonetheless be used to determine the Rate of Interest. Furthermore, there is no guarantee that a Successor Rate or an Alternative Reference Rate will be determined or applied.

If, following the occurrence of a Benchmark Event, no Successor Rate or Alternative Rate is determined or the application of a Successor Rate or Alternative Rate would disqualify the notes as Tier 2 capital or MREL-eligible liabilities, or cause the relevant regulator to treat the next interest payment date as the effective maturity date, as applicable or, in relation to Floating Rate Notes or Reset Notes in respect of which the above fallback arrangements do not apply, the ultimate fallback for the purposes of calculation of the Rate of Interest for a particular Interest Period may result in the Rate of Interest for the last preceding Interest Period being used. This may result in the effective application of a fixed rate for Floating Rate Notes based on the rate which was last observed on the Relevant Screen Page or, in the case of Reset Notes, the application of the previous reset Rate of Interest for a preceding Reset Period, or for the First Reset Rate of Interest, the application of the Initial Rate of Interest applicable to such Notes on the Interest Commencement Date. Due to the uncertainty concerning the availability of Successor Rates and Alternative Rates, the involvement of an Independent Adviser, the potential for further regulatory developments and the fact that the provisions of Condition 4(f) ("*Benchmark Replacement*") will not be applied if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to prejudice the qualification of the relevant Series of Notes as regulatory capital or eligible liabilities, where applicable, there is a risk that the relevant fallback provisions may not operate as intended at the relevant time. Any of the foregoing could have an adverse effect on the value or liquidity of, and return on the Notes.

Any of the above matters, which are not subject to the approval of Noteholders, or any other significant change to the setting or existence of the Original Reference Rate could adversely affect the ability of the Issuer to meet its obligations under the Notes and could have a material adverse effect on the value or liquidity of, and the amount payable under, the Notes.

2.2 Risks related to Notes generally

Set out below is a brief description of certain risks relating to the Notes generally:

The Notes are unsecured and therefore subject to the resolution regime.

The Notes are unsecured and therefore subject to the resolution regime, including the bail-in tool (see further "*Notes may be subject to loss absorption on any application of the general bail-in tool or be subject to other resolution tools and (in the case of Subordinated Notes) may be subject to loss absorption at the point of non-viability of the Issuer*" above and "*Description of the Business of the Group – Recent developments on the banking regulation*" below). The impact on investors, in a

resolution scenario, depends crucially on the rank of the liability in the resolution creditor hierarchy. In the event of resolution, inter alia: (i) the outstanding amount of the Notes may be reduced to zero or the Notes may be converted into ordinary shares of BCP or other instruments of ownership; (ii) a transfer of assets (e.g. to a bridge bank) or in a sale of business may limit the capacity of the Bank to meet its repayment obligations; and (iii) the maturity of any Notes or the interest rate under such Notes can be altered and the payments may be suspended for a certain period. When a resolution measure is applied no shareholder or creditor of the institution (including the Noteholders) subject to resolution may have losses greater than it would have if the institution had entered into liquidation ("no creditor worse off"). Noteholders may have a right to compensation if the treatment they receive in resolution is less favourable than the treatment they would have received under normal liquidation proceedings. This assessment must be based on an independent valuation of the firm. Completion of this assessment, as well as payment of any potential consideration, may occur considerably later than contractual payment dates.

The conditions of the Notes contain provisions which may permit their modification without the consent of all investors.

The conditions of the Notes contain provisions for calling meetings of Noteholders to consider and vote upon matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

The conditions of the Notes also provide that the Agent and the Issuer may, without the consent of the Noteholders, make modifications to the Notes or the Instrument in the circumstances further described in Condition 13.

Administrative co-operation in the field of taxation – Common Reporting Standard.

Council Directive 2011/16/EU, as amended by Council Directive 2014/107/EU, of 9 December 2014, introduced the automatic exchange of information in the field of taxation concerning bank accounts and is in accordance with the Global Standard released by the Organisation for Economic Co-operation and Development in July 2014 (the Common Reporting Standard).

Portugal has implemented Directive 2011/16/EU through Decree-Law No. 61/2013, of 10 May 2013, as amended by Decree-Law No. 64/2016, of 11 October 2016, Law No. 98/2017, of 24 August 2017, Law No. 17/2019, of 14 February 2019, Law no. 24-D/2022, of 30 December 2022 and Law no. 36/2023 of 26 July 2023.

The Council Directive 2014/107/EU, of 9 December 2014, regarding the mandatory automatic exchange of information in the field of taxation was implemented in Portugal through the Decree-Law No. 64/2016, of 11 October 2016, as amended, Law No. 98/2017, of 24 August 2017, and Law No. 17/2019, of 14 February 2019. Under such law, the Issuer is required to collect information regarding certain accountholders and report such information to Portuguese Tax Authorities (until May 31, with reference to the previous year) – which, in turn, will report such information to the relevant tax authorities of EU Member States or third States which have signed the Multilateral Competent Authority Agreement on Automatic Exchange of Financial Account Information for the Common Reporting Standard. Law no. 17/2019, of 14 February 2019 introduced the regime for the automatic exchange of financial information to be carried out by financial institutions to the Portuguese Tax Authority (until May 31, with reference to the previous year) with respect to accounts held by holders or beneficiaries resident in the Portuguese territory with a balance or value that exceeds EUR 50,000 (assessed at the end of each civil year). This regime covers information related to 2018 and the following years.

Under Council Directive 2014/107/EU, of 9 December 2014, financial institutions are required to report to the tax authorities of their respective Member State (for the exchange of information with the state of residence) information regarding bank accounts, including custodial accounts, held by individual persons residing in a different Member State or entities which are controlled by one or more individual persons residing in a different Member State, after having applied the due diligence rules foreseen in the Directive. The information refers to the account balance at the end of the calendar year, income paid or credited in the account and the proceeds from the sale or redemption of the financial assets paid or credited in the account during the calendar year to which the financial institution acted as custodian, broker, nominee, or otherwise as an agent for the account holder, among others.

Council Directive 2021/514/EU has amended Council Directive 2011/16/EU aiming to combat the fraud, evasion and tax avoidance in the digital economy and the cross-border dimension of the services offered through the use of digital platforms. Under this regime, any digital platform that connects sellers of certain goods and services with the respective buyers should report to the local tax authorities information on the economic activities carried out by the users. Council Directive 2021/514/EU was implemented through Law 36/2023, of 26 July, which amended Decree-Law 61/2013, of 10 May.

In view of the regime enacted by Decree-Law No. 64/2016, of 11 October 2016, which was amended by Law No. 98/2017, of 24 August 2017, and Law No. 17/2019, of 14 February 2019, all information regarding the registration of the financial institution, the procedures to comply with the reporting obligations arising thereof and the applicable forms were approved by Ministerial Order ("*Portaria*") No. 302-B/2016, of 2 December 2016, as amended by Ministerial Order ("*Portaria*") No. 282/2018, of 19 October 2018, Ministerial Order ("*Portaria*") No. 302-C/2016, of 2 December 2016, Ministerial Order ("*Portaria*") No. 302-D/2016, of 2 December 2016, as amended by Ministerial Order ("*Portaria*") No. 255/2017, of 14 August 2017, and by Ministerial Order ("*Portaria*") No. 58/2018, of 27 February 2018, and Ministerial Order ("*Portaria*") No. 302-E/2016, of 2 December 2016.

Administrative co-operation in the field of taxation – Mandatory Disclosure Rules.

Council Directive 2011/16/EU, as amended by Council Directive (EU) 2018/822 of 25 May, introduced the automatic exchange of tax information concerning the cross-border mechanisms to be reported to the tax authorities, in order to ensure a better functioning of the EU market by discouraging the use of aggressive cross-border tax planning arrangements.

Under Council Directive (EU) 2018/822 of 25 May, the intermediaries or the relevant taxpayers are subject to the obligation to communicate cross-border tax planning arrangements' information to the tax authorities of EU Member States, according to certain hallmarks indicating a potential risk of tax avoidance.

Portugal implemented Council Directive (EU) 2018/822 of 25 May through Law No. 26/2020, of 21 July, and Decree-Law No. 53/2020, of 11 August, with the following features:

- Reportable arrangements include cross-border and purely domestic arrangements, but generic hallmarks linked to the main benefit test are not relevant in case of purely domestic arrangements;

- The main benefit test is only satisfied if the obtaining of a tax advantage, beyond a reasonable doubt, is the main benefit or one of the main benefits which, having regard to all relevant facts and circumstances, a person may reasonably expect to derive from an arrangement;

- Tax advantage is defined as any reduction, elimination or tax deferral, including the use of tax losses or the granting of tax benefits that would not be granted fully or partially, without the use of the mechanism; and

- In case any professional privilege or confidentiality clauses apply, the reporting obligations are shifted to the relevant taxpayer; however, in case the relevant taxpayer does not comply with this obligation, the reporting obligation is then shifted again to the intermediary.

The applicable form (*Modelo* 58) to comply with the reporting obligations to the Portuguese Tax Authority was approved by Ministerial Order no. 304/2020, of 29 December.

Investors should in any case consult their own tax advisers to obtain a more detailed explanation of this regime and how it may individually affect them.

The value of the Notes could be adversely affected by a change in law or administrative practice.

The Agency Terms and the Notes (except Conditions 2(b) and 2(c)) are governed by, and shall be construed in accordance with, English law. Conditions 2(b) and 2(c) and the form (*representação formal*) and transfer of the Notes, the creation of security over the Notes and the Interbolsa procedures for the exercise of rights under the Notes are governed by, and shall be construed in accordance with, Portuguese law.

The conditions of the Notes are based on relevant law in effect as at the date of this Offering Circular. No assurance can be given as to the impact of any possible judicial decision or change to relevant law or administrative practice after the date of this Offering Circular.

Risks related to withholding tax on Notes.

Under Portuguese law, income derived from the Notes integrated in and held through a centralised system managed by Portuguese resident entities (such as the Central de Valores Mobiliários, managed by Interbolsa), by other European Union or EEA entities that manage international clearing systems (in the latter case if there is administrative co-operation for tax purposes with the relevant country which is equivalent to that in place within the European Union), or, when authorised by the member of the government in charge of finance (currently the Finance Minister), in other centralised systems held by non-resident investors (both individual and corporate) eligible for the debt securities special tax exemption regime which was approved by Decree-Law No. 193/2005, of 7 November 2005, as amended, ("**the special regime approved by Decree-Law No. 193/2005**") may benefit from withholding tax exemption, provided that certain procedures and certification requirements are complied with.

Failure to comply with procedures, declarations, certifications or others will result in the application of the relevant Portuguese domestic withholding tax to the payments without giving rise to an obligation to gross up by the Bank.

It should also be noted that, if interest and other income derived from the Notes is paid or made available ("*colocado à disposição*") to accounts in the name of one or more accountholders acting on behalf of undisclosed entities (e.g. typically "jumbo" accounts) such income will be subject to withholding tax in Portugal at a rate of 35% unless the beneficial owner of the income is disclosed. Failure by the investors to comply with this disclosure obligation will result in the application of the said Portuguese withholding tax at a rate of 35% and the Bank will not be required to gross up payments in respect of any withheld accounts in accordance with Condition 7 (Taxation).

Further, interest and other types of investment income obtained by non-resident holders (individuals or legal persons) without a Portuguese permanent establishment to which the income is attributable that are domiciled in a country, territory or region included in the "tax havens" list approved by Ministerial Order No. 150/2004 of 13 February 2004, as amended from time to time (hereafter "**Ministerial Order No. 150/2004**"), is subject to withholding tax at 35%, which is the final tax on that income, unless the

special regime approved by Decree-Law No. 193/2005 applies and the beneficial owners are central banks and government agencies, international organisations recognised by the Portuguese state, residents in a country or jurisdiction with which Portugal has entered into a double tax treaty or a tax information exchange agreement in force.

The Bank will not be required to gross up payments in respect of any of such non-resident holders, in accordance with Condition 7 (Taxation).

See details of the Portuguese taxation regime in "*Taxation – Portuguese Taxation"*.

2.3 Risks related to the market generally

Set out below is a brief description of the main market risks, including exchange rate risk, interest rate risk, credit risk and liquidity risk:

If an investor holds Notes which are not denominated in the investor's home currency, they will be exposed to movements in exchange rates adversely affecting the value of their holding. In addition, the imposition of exchange controls in relation to any Notes could result in an investor not receiving payments on those Notes.

Principal and interest on the Notes will be paid in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency-equivalent yield on the Notes, (2) the Investor's Currency-equivalent value of the principal payable on the Notes and (3) the Investor's Currency-equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate or the ability of the Issuer to make payments in respect of the Notes. As a result, investors may receive less interest or principal than expected, or no interest or principal.

The value of Fixed Rate Notes may be adversely affected by movements in market interest rates.

Investment in Fixed Rate Notes involves the risk that if market interest rates subsequently increase above the rate paid on the Fixed Rate Notes, this may adversely affect the value of the Fixed Rate Notes.

Credit ratings assigned to the Issuer or any Notes may not reflect all the risks associated with an investment in those Notes.

One or more independent credit rating agencies may assign credit ratings to the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

In addition, rating agencies may assign unsolicited ratings to the Notes. In such circumstances there can be no assurance that the unsolicited rating(s) will not be lower than the comparable solicited ratings assigned to the Notes, which could adversely affect the market value and liquidity of the Notes.

In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes in the EEA, unless such ratings are issued by a credit rating agency

established in the EEA and registered under the CRA Regulation (and such registration has not been withdrawn or suspended). Such general restriction will also apply in the case of credit ratings issued by third country non-EEA credit rating agencies, unless the relevant credit ratings are endorsed by an EEA-registered credit rating agency or the relevant third country rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). The list of registered and certified rating agencies published by ESMA on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list.

Investors regulated in the UK are subject to similar restrictions under the Regulation (EC) No. 1060/2009 (as amended) as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**") (the "**UK CRA Regulation**"). As such, UK regulated investors are required to use for UK regulatory purposes ratings issued by a credit rating agency established in the UK and registered under the UK CRA Regulation. In the case of ratings issued by third country non-UK credit rating agencies, third country credit ratings can either be: (a) endorsed by a UK registered credit rating agency; or (b) issued by a third country credit rating agency that is certified in accordance with the UK CRA Regulation. Note this is subject, in each case, to (a) the relevant UK registration, certification or endorsement, as the case may be, not having been withdrawn or suspended, and (b) transitional provisions that apply in certain circumstances.

If the status of the rating agency rating the Notes changes for the purposes of the CRA Regulation or the UK CRA Regulation, relevant regulated investors may no longer be able to use the rating for regulatory purposes in the EEA or the UK, as applicable, and the Notes may have a different regulatory treatment, which may impact the value of the Notes and their liquidity in the secondary market.

Certain information with respect to the credit rating agencies and ratings is set out on the cover of this Offering Circular.

An active secondary market in respect of the Notes may never be established or may be illiquid and this would adversely affect the value at which an investor could sell their Notes.

Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid and such liquidity may be sensitive to changes in financial markets. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. Illiquidity may have a severely adverse effect on the market value of Notes. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies, are being issued to a single investor or a limited number of investors or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. In addition, should the Issuer be in financial distress, this is likely to have a significant impact on the secondary market for the Notes and investors may have to sell their Notes at a substantial discount to their principal amount.

2.4 Risks relating to ESG Notes

Set out below is a brief description of the main risks relating to Notes issued as "green", "environmental", "social" "sustainability" or other equivalently labelled note ("**ESG Notes**").

No assurance that ESG Notes will satisfy any investor requirements, investment criteria or expectations.

The Final Terms relating to any specific issue of Notes may provide that such Notes are intended to be green Notes, social Notes or sustainability Notes. The Issuer intends to i) allocate an amount equal to the net proceeds from any issue of green Notes ("**Green Notes**") for the purposes of the finance and/or refinance, of loans and/or investments with environmental benefits ("**Eligible Green Assets**"), ii) allocate an amount equal to the net proceeds from any issue of social Notes ("**Social Notes**") for the purposes of the finance and/or refinance, of loans and/or investments with social benefits ("**Eligible Social Assets**") and iii) allocate an amount equal to the net proceeds from any issue of sustainability Notes ("**Sustainability Notes**") for the purposes of the finance and/or refinance, loans and/or investments with a mix of environmental and social benefits ("**Eligible Green and Social Assets**"), in each case as described in the Green, Social and Sustainability Bond Framework dated May 2021 (the "**ESG Framework**") published at https://ind.millenniumbcp.pt/pt/Institucional/investidores/Documents/ESGBonds/Framework.pdf (as amended, supplemented or otherwise updated from time to time). Prospective investors should have regard to the information set out in this Offering Circular, the relevant Final Terms and the ESG Framework regarding such use of proceeds and must determine for themselves the relevance of such information for the purpose of any investment in such Notes together with any other investigation such investors deem necessary. The ESG Framework may be amended at any time without the consent of Noteholders and none of the Issuer or the Dealers or any of their respective affiliates assumes any obligation or responsibility to release any update or revision to the ESG Framework and/or information to reflect events or circumstances after the date of publication of the ESG Framework. The ESG Framework will not be, and shall not be deemed to be, incorporated in and/or form part of this Offering Circular.

If the use of such proceeds is a factor in a prospective investor's decision to invest in ESG Notes, prospective investors should consult with their legal and other advisers before making an investment in any such ESG Notes and must determine for themselves the relevance of such information for the purpose of any investment. No Dealer shall be responsible for the ongoing monitoring of the use of proceeds in respect of any such Notes. No assurance is given by the Issuer or the Dealers or any of their respective affiliates that the use of amounts by the Issuer for the purposes of financing or refinancing any projects which the Issuer has identified as Eligible Green Assets, Eligible Social Assets or Eligible Green and Social Assets will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, green, sustainability or social impact of any projects or uses that are the subject of, or related to, any Eligible Green Asset, Eligible Social Asset or Eligible Green and Social Asset. There is also no commitment from the Issuer or any other entity for any Eligible Green Asset, Eligible Social Asset or Eligible Green and Social Asset to have a maturity or lifespan matching the minimum duration of any related ESG Notes or any other liabilities and any such mismatch shall not lead to a right or obligation of the Issuer to redeem any ESG Notes or give any Noteholder the right to require redemption of its Notes, be a relevant factor for the Issuer in determining whether or not to exercise any optional redemption rights in respect of any Notes, constitute an incentive to redeem any Notes or prejudice any qualification of any Notes as own funds and/or eligible liabilities (as applicable).

No assurance that Eligible Green Assets, Eligible Social Assets or Eligible Green and Social Assets will be completed or meet their objectives.

Whilst it is the intention of the Issuer to apply the proceeds of any Notes so specified for Eligible Green Assets, Eligible Social Assets or Eligible Green and Social Assets in, or substantially in, the manner

summarised in this Offering Circular, no assurance or representation is given by the Issuer or the Dealers or any of their respective affiliates that any Eligible Green Assets, Eligible Social Assets or Eligible Green and Social Assets will be capable of being implemented in, or substantially in, such manner and/or in accordance with any timing schedule and that accordingly such proceeds will be totally or partially disbursed for such Eligible Green Assets, Eligible Social Assets or Eligible Green and Social Assets. Nor can there be any assurance that such Eligible Green Assets, Eligible Social Assets or Eligible Green and Social Assets will be completed within any specified period or at all or with the results or outcome (whether or not related to the environment) as originally expected or anticipated by the Issuer when making its assessment whether or not to apply any proceeds of ESG Notes to such Eligible Green Asset, Eligible Social Asset or Eligible Green and Social Asset. Any such event or failure by the Issuer will not constitute an Event of Default under the Notes or otherwise result in the Notes being redeemed prior to their maturity date.

No direct contractual link between ESG Notes and any ESG targets of the Issuer.

There is no direct contractual link between any ESG Notes and any green, social or sustainability targets of the Issuer. Therefore, payments of interest, principal or other amounts, as applicable, payable in respect of any Notes and rights to accelerate under the Notes will not be impacted by the performance of Eligible Green Assets, Eligible Social Assets or Eligible Green and Social Assets funded out of the proceeds of issue (or amounts equal thereto) of the Notes or by any other green, social or sustainable assets of the Issuer.

No assurance of suitability or reliability of any second party opinion, certification or report.

In connection with the issuance of ESG Notes, the Issuer has appointed Sustainalytics, B.V. to provide an independent evaluation (the "**Second Party Opinion**") of the ESG Framework's alignment with the four core components of the Green Bond Principles (2018), Social Bond Principles (2020) and Sustainability Bond Guidelines (2018) published by the International Capital Market Association published in https://www.icmagroup.org/green-social-and-sustainability-bonds/ (as amended, supplemented or otherwise updated from time to time). The Second-Party Opinion will be publicly available on Millennium bcp's website: https://ind.millenniumbcp.pt/pt/Institucional/investidores/Documents/ESGBonds/SPO.pdf. The Second Party Opinion will not be, and shall not be deemed to be, incorporated in and/or form part of this Offering Circular. As of the date hereof, the providers of the Second Party Opinion are not subject to any specific regulatory regime or regulatory supervision.

No assurance or representation is given by the Issuer or the Dealers or any of their respective affiliates as to the suitability or reliability for any purpose whatsoever of any opinion or certification or report of any third party (whether or not requested by the Issuer) which may be made available in connection with the issue of any ESG Notes and/or the ESG Framework (as updated from time to time), including the Second Party Opinion (as updated from time to time) or in particular with any Eligible Green Assets, Eligible Social Assets or Eligible Green and Social Assets to fulfil any environmental, green, sustainability, social and/or other criteria. For the avoidance of doubt, any such opinion, report or certification is not, nor shall it be deemed to be, incorporated in and/or form part of this Offering Circular.

Any such, opinion or certification is not, and should not be deemed to be, a recommendation to buy, sell or hold any such ESG Notes. Any such opinion, report or certification is only current as at the date that opinion, report or certification was initially issued. Prospective investors must determine for themselves the relevance of any such opinion or certification and/or the information contained therein and/or the provider of such opinion or certification for the purpose of any investment in ESG Notes. Investors in such ESG Notes shall have no recourse against the Issuer, the Dealers or the provider of any such opinion, report or certification for the contents of any such opinion, report or certification.

No consensus on the definition of concepts and absence of legal framework.

It should be noted that there is currently no clear definition (legal, regulatory or otherwise) of an "ESG note" nor market consensus as to what constitutes, a "ESG", "green", "environmental", "sustainable", "social" or any similar label, nor can any assurance be given that such a clear definition or consensus will develop over time or that, if it does, any ESG Notes will comply with such definition, market consensus or label. In addition no assurance can be given by the Issuer, any Dealer or any of their respective affiliates or any other person to investors that any ESG Notes will comply with any present or future standards or requirements regarding any "green", "EuGB", "environmental", "sustainable", "social" or other equivalently-labelled performance objectives, including Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 (the "**Sustainable Finance Taxonomy Regulation**") on the establishment of a framework to facilitate sustainable investment (the "**EU Sustainable Finance Taxonomy**") and Regulation (EU) 2023/2631 of the European Parliament and of the Council of 22 November 2023 on European Green Bonds and optional disclosures for bonds marketed as environmentally sustainable and for sustainability-linked bonds (the "**EuGB Regulation**"), and accordingly the status of any Notes as being "green", "environmental", "sustainable", "social" (or equivalent) could be withdrawn at any time. The Issuer will not be entitled to use the designation of "European green bond" in relation to any Green Notes nor is the Issuer under any obligation to take steps to have any such Green Notes become eligible for such designation. The EU Sustainable Finance Taxonomy is subject to further development by way of the implementation by the European Commission through delegated regulations of technical screening criteria for the environmental objectives set out in the Sustainable Finance Taxonomy Regulation.

Any ESG Notes will not be compliant with the EuGB Regulation and are only intended to comply with the requirements and processes in the ESG Framework. It is not clear if the establishment under the EuGB Regulation of the "European Green Bond" or "EuGB" label and the optional disclosures regime for bonds issued as "environmentally sustainable" could have an impact on investor demand for, and pricing of, green use of proceeds bonds that do not comply with the requirements of the “EuGB” label or the optional disclosures regime, such as the Green Notes. It could result in reduced liquidity or lower demand or could otherwise affect the market price of any Green Notes that do not comply with those standards proposed under the EuGB Regulation.

No assurance that listing or admission to trading of ESG Notes will satisfy any investor requirements, investment criteria or expectations.

In the event that any such ESG Notes are listed or admitted to trading on any dedicated or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated), no representation or assurance is given by the Issuer, any Dealer or any of their respective affiliates or any other person that such listing or admission satisfies, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. No representation or assurance is given or made by the Issuer, the Dealers or any of their respective affiliates or any other person that any such listing or admission to trading will be obtained in respect of any such ESG Notes or, if obtained, that any such listing or admission to trading will be maintained during the life of the ESG Notes.

The proceeds of the issue of ESG Notes will not be segregated and will be available to cover all losses on the balance sheet of the Issuer in the event of insolvency or resolution of the Issuer.

The net proceeds (or equivalent amount thereof) of the issue of any ESG Notes which, from time to time, are not yet allocated as funding for Eligible Green Assets, Eligible Social Assets or Eligible Green

and Social Assets may be separately identified from the Issuer's other funds strictly for accounting purposes (for instance, in a sub-account) in accordance with the ICMA Green Bond Principles. However, such proceeds will not be segregated from the Issuer's assets or capital. There is nothing that prevents ESG Notes and any proceeds of such ESG Notes being used to absorb any and all losses of the Issuer or the BCP Group in general in the same way as other liabilities of the Issuer or the BCP Group.In particular, the Notes will be subject to the exercise of the general bail-in tool and other applicable BRRD tools to the same extent and with the same ranking as any other note which is not a ESG Note. Further, ESG Notes, as with other notes, will be fully subject to the application of CRR II eligibility criteria and BRRD requirements and, as such, proceeds from the Notes will cover all losses in the balance sheet of the Issuer regardless of their "green", "social" or "sustainable" label. Additionally, their labelling as ESG Notes will not (i) affect the regulatory treatment of the Notes as own funds and/or eligible liabilities (as applicable) or (ii) have any impact on their status as indicated in Condition 2 (Status of the Notes).

No Events of Default related with ESG Notes specifically.

Any event or failure by the Issuer to apply an amount equal to the net proceeds of any issue of ESG Notes to finance and/or refinance any Eligible Green Assets, Eligible Social Assets or Eligible Green and Social Assets and/or any failure by the Issuer to meet any applicable ESG target or objective and/or any failure by the Issuer to advance loans to customers to finance and/or refinance any Eligible Green Assets, Eligible Social Assets or Eligible Green and Social Assets, and/or any failure by any such customer to apply those funds to Eligible Green Assets, Eligible Social Assets or Eligible Green and Social Assets as mentioned above, and/or withdrawal of any opinion or certification in connection with any ESG Notes, or any opinion or certification attesting that the Issuer or any of its customers is not complying in whole or in part with any matters for which such opinion or certification is opining or certifying on and/or any ESG Notes no longer being listed or admitted to trading on any stock exchange or securities market or any particular segment of any exchange or market as described above and/or any failure by the Issuer to provide or publish any reporting or any impact assessment on the use of proceeds (or amounts equal thereto) from any issue of ESG Notes may have a material adverse effect on the value of such ESG Notes and also potentially the value of any other Notes which are intended to finance Eligible Green Assets, Eligible Social Assets or Eligible Green and Social Assets and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose and will not:

i. give rise to any claim of a Noteholder against the Issuer, the BCP Group or the Dealers;

ii. constitute an Event of Default under any ESG Notes or a breach or violation of any term of the ESG Notes, or constitute a default by the Issuer for any other purpose, or permit any Noteholder to accelerate the ESG Notes or take any other enforcement action against the Issuer;

iii. lead to a right or obligation of the Issuer to redeem any ESG Notes or be a relevant factor for the Issuer in determining whether or not to exercise any optional redemption rights in respect of any ESG Notes or give any Noteholder the right to require redemption of its Notes;

iv. affect the qualification of ESG Notes as Tier 2 Capital or as eligible liabilities (as applicable) or impact the features relating to such ESG Notes, including but not limited to their loss absorbing capacity, ranking or applicability of Bail-in Power (as applicable);

v. otherwise affect or impede the ability of the Issuer to apply the proceeds of such ESG Notes to cover losses; or

vi. result in any step-up or increased payments of interest, principal or any other amounts, as applicable, in respect of any ESG Notes, or otherwise affect the terms and conditions of any ESG Notes.

However, such event or failure may adversely affect the reputation of the Issuer and the BCP Group and could have a material adverse effect on the value of the ESG Notes and also potentially the value of any other notes, including (without limitation) notes which are intended to finance the Issuer's lending for other Eligible Green Assets, Eligible Social Assets or Eligible Green and Social Assets and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

The proceeds of issue of ESG Notes which are eligible to count as Tier 2 capital and/or MREL of the Issuer will be available to absorb losses of the Issuer to the same degree and in the same manner as Tier 2 and/or MREL notes that are not issued as ESG Notes. Notes issued as ESG Notes will be subject to write down and conversion of capital instruments and eligible liabilities and/ or other non-viability loss absorption actions in the same way as any other Notes issued under the Programme. Further, investors should note that where ESG Notes qualify for inclusion in the owns funds and eligible liabilities of the Issuer, the prudential and resolution rules, including the Bail-in Power as defined in Condition 16 will apply to those ESG Notes in the same way as they apply to other Notes issued under the Programme. ESG Notes intended to form part of the own funds and eligible liabilities of the Issuer will not be issued with any features which undermine their ability to absorb losses in compliance with the prevailing prudential and resolution rules, and neither the ESG Notes nor the proceeds of issue of the ESG Notes will be afforded any special treatment or enhanced protections as a result of them being ESG Notes. Subordinated Notes and Senior Non-Preferred Notes will continue to be subject to lower priority ranking than other senior-ranking debts of the Issuer, and the other risks applicable to Senior Preferred Notes, Senior Non-Preferred Notes and Subordinated Notes, including with respect to loss absorption as a result of bail-in or write down or conversion to equity shall apply to such irrespective of whether or not such Notes are ESG Notes.

The proceeds of issue of ESG Notes that qualify as own funds and eligible liabilities of the Issuer will be available to cover all losses of the Issuer, regardless of whether such Notes are ESG Notes and regardless of whether the losses stem from the loans advanced by the Issuer out of the proceeds of issue of such ESG Notes or under any other green, social or sustainable assets of the BCP Group.

GENERAL DESCRIPTION OF THE PROGRAMME

Under the Programme, the Issuer may from time to time issue Notes denominated in any currency subject as set out herein. A summary of the terms and conditions of the Programme and the Notes appears below. The applicable terms of any Notes will be agreed between the Issuer and the relevant Dealer prior to the issue of the Notes and will be set out in the Terms and Conditions of the Notes incorporated in, or incorporated by reference into, the Notes, and in the Final Terms applicable to such Notes, which complete information regarding the Terms and Conditions, is more fully described under "*Form of the Notes*" below.

This Offering Circular and any supplement will only be valid for listing Notes during the period of 12 months after the date of approval of this Offering Circular in an aggregate nominal amount which, when added to the aggregate nominal amount of all Notes then outstanding or simultaneously issued under the Programme, does not exceed EUR 25,000,000,000 or its equivalent in other currencies. For the purpose of calculating the Euro equivalent of the aggregate nominal amount of Notes issued under the Programme from time to time after the date of this Offering Circular:

(a) the Euro equivalent of Notes denominated in another Specified Currency (as specified in the applicable Final Terms in relation to the relevant Notes, as described under "*Form of the Notes*") shall be determined, at the discretion of the Issuer, as of the date of agreement to issue such Notes or on the preceding day on which commercial banks and foreign exchange markets are open for business in London, in each case on the basis of the spot rate for the sale of the Euro against the purchase of the relevant Specified Currency in the London foreign exchange market quoted by any leading bank selected by the Issuer on the relevant date of calculation; and

(b) the Euro equivalent of Zero Coupon Notes (as specified in the applicable Final Terms in relation to the relevant Notes, as described under "*Form of the Notes*") and other Notes issued at a discount or premium shall be calculated in the manner specified above by reference to the net proceeds received by the Issuer for the relevant issue.

DOCUMENTS INCORPORATED BY REFERENCE

The following information identified below which has previously been published and has been filed with the Central Bank, shall be incorporated in, and to form part of, this Offering Circular:

(a) the 2023 Annual Report of the BCP Group, including, without limitation, the following audited consolidated financial statements, notes and glossary (the "**2023 Financial Statements**") set out at the following pages:

Glossary	Page 184 to 186 of the pdf document
Income Statements	Page 188 of the pdf document
Statements of Comprehensive Income	Page 189 to 190 of the pdf document
Balance Sheet	Page 191 of the pdf document
Statement of Cash Flows	Page 192 of the pdf document
Statement of Changes in Equity	Page 193 of the pdf document
Notes to the Consolidated Financial Statements	Pages 194 to 464 of the pdf document

(b) the external auditor's report on the 2023 Financial Statements

(c) the 2024 Annual Report of the BCP Group, including, without limitation, the following audited consolidated financial statements, notes and glossary (the "**2024 Financial Statements**") set out at the following pages:

Glossary	Page 177 to 178 of the pdf document
Income Statements	Page 180 of the pdf document
Statements of Comprehensive Income	Page 181 to 182 of the pdf document
Balance Sheet	Page 183 of the pdf document
Statement of Cash Flows	Page 184 of the pdf document
Statement of Changes in Equity	Page 185 of the pdf document
Notes to the Consolidated Financial Statements	Pages 186 to 449 of the pdf document

(d) the external auditor's report on the 2024 Financial Statements

(e) the unaudited and un-reviewed earnings press release and earnings presentation of the BCP Group, in each case as at, and for the three-month period ended 31 March 2025, including, without limitation, the following unaudited and un-reviewed consolidated balance sheet and consolidated income statement set out at the following pages of the earnings press release:

Income Statement	Page 26 of the pdf document

Balance Sheet Page 27 of the pdf document

(f) the Terms and Conditions of the Notes contained in the previous Offering Circulars dated 21 November 2003, pages 26-50 (inclusive), 22 November 2004, pages 25-49 (inclusive), 13 December 2005, pages 37-61 (inclusive), 21 September 2006, pages 38-62 (inclusive), 18 April 2007, pages 43-71 (inclusive), 30 April 2008, pages 64-93 (inclusive), 28 April 2009, pages 68-97 (inclusive), 23 April 2010, pages 72-101 (inclusive), 15 June 2011, pages 78-107 (inclusive), 28 June 2012, pages 91-120 (inclusive), 17 July 2013, pages 97-123 (inclusive), 14 August 2014, pages 114-143 (inclusive), 23 October 2015, pages 113-142 (inclusive), 16 February 2017, pages 124-153 (inclusive), 17 November 2017, pages 117-141 (inclusive), 21 September 2018, pages 111 – 138 (inclusive), 15 May 2019, pages 133-167 (inclusive), 26 May 2020, pages 116-156 (inclusive), 21 May 2021, pages 123-163 (inclusive), 20 May 2022, pages 121-160 (inclusive), 19 May 2023, pages 132 to 171 (inclusive) and 24 May 2024, pages 136 to 175 (inclusive) prepared in connection with the Programme.

In addition to the above, the following information shall be incorporated in, and form part of, this Offering Circular as and when it is published on, in the case of (g) and (h) below, https://ind.millenniumbcp.pt/en/Institucional/investidores/Pages/RelatorioContas.aspx, and, in the case of (i) below, https://ind.millenniumbcp.pt/en/Institucional/investidores/Pages/ResultadosTrimestrais.aspx:

(g) any annual report published by the BCP Group after the date of this Offering Circular including, without limitation, the external auditor's report and the following sections:

Glossary

Income Statements

Statements of Comprehensive Income

Balance Sheet

Statement of Cash Flows

Statement of Changes in Equity

Notes to the Consolidated Financial Statements

External Auditor's Report

(h) any interim unaudited report published by the Issuer after the date of this Offering Circular, including, without limitation, the following sections:

Alternative Performance Measures

Glossary

Income Statement

Statements of Comprehensive Income

Balance Sheet

Statement of Cash Flows

Statement of Changes in Equity

Notes to the Consolidated Financial Statements

External Auditors' Limited Review Report

(i) any interim unaudited and un-reviewed earnings press release and earnings presentation published by the BCP Group after the date of this Offering Circular including, without limitation, the following sections:

Income Statements

Balance Sheet

Any other information incorporated by reference that is not included in the cross-reference lists in (a), (c) and (e) above is considered to be additional information to be disclosed to investors rather than information required by the relevant Annexes of Commission Delegated Regulation (EU) No 2019/980.

Information incorporated by reference pursuant to (g), (h) and (i) above shall, to the extent applicable, be deemed to modify or supersede statements contained in the Offering Circular.

All financial information in this Offering Circular relating to the Bank for the years ended on 31 December 2023 and 31 December 2024 has been extracted without material adjustment from the audited financial statements of the Bank for the financial years then ended.

The information incorporated by reference in (a), to (e) above are a direct and accurate translation from their original Portuguese form. In the event of a discrepancy the original Portuguese version will prevail.

Documents referred to in (a) to (d) above can be viewed electronically and free of charge at the Bank's website, at the following links (respectively):

https://ind.millenniumbcp.pt/en/Institucional/investidores/Documents/RelatorioContas/2023/000432-2023-12-31.xhtml

https://ind.millenniumbcp.pt/en/Institucional/investidores/Documents/RelatorioContas/2023/BCP_CLC_Consolidado_Dez23_ENG_09052024.pdf

https://ind.millenniumbcp.pt/en/Institucional/investidores/Documents/RelatorioContas/2024/RABCP2024Vol1EN.pdf

and

https://ind.millenniumbcp.pt/en/Institucional/investidores/Documents/RelatorioContas/2024/External-Auditors-Report_2024_EN.pdf

Documents referred to in (e) above can be viewed electronically and free of charge at the Issuer's website, at the following links:

Press release:

https://ind.millenniumbcp.pt/en/Institucional/investidores/Documents/Apresentacao_de_Resultados/2025/Earnings_Millennium_1Q25_21052025.pdf

Earnings presentation:

https://ind.millenniumbcp.pt/en/Institucional/investidores/Documents/Apresentacao_de_Resultados/2025/EarningsPres_03M25_21052025.pdf

Earlier Offering Circulars published by the Issuer referred to in (f) above can be viewed electronically and free of charge at the following links:

(i) Offering Circular dated 21 November 2003:

http://ind.millenniumbcp.pt/pt/Institucional/investidores/Documents/permanentes/OfferingCircularFinal_2003_11_21.pdf;

(ii) Offering Circular dated 22 November 2004:

http://ind.millenniumbcp.pt/pt/Institucional/investidores/Documents/permanentes/OfferingCircularFinal_2004_11_22.pdf;

(iii) Offering Circular dated 13 December 2005:

https://ind.millenniumbcp.pt/pt/Institucional/investidores/Documents/EuroNote-DocAnteriores/PB13122005.pdf;

(iv) Offering Circular dated 21 September 2006:

https://ind.millenniumbcp.pt/pt/Institucional/investidores/Documents/EuroNote-DocAnteriores/PB21092006.pdf;

(v) Offering Circular dated 18 April 2007:

https://ind.millenniumbcp.pt/pt/Institucional/investidores/Documents/EuroNote-DocAnteriores/PB18042007.pdf;

(vi) Offering Circular dated 30 April 2008:

https://ind.millenniumbcp.pt/pt/Institucional/investidores/Documents/EuroNote-DocAnteriores/PB30042008.pdf;

(vii) Offering Circular dated 28 April 2009:

https://ind.millenniumbcp.pt/pt/Institucional/investidores/Documents/EuroNote-DocAnteriores/PB28042009.pdf;

(viii) Offering Circular dated 23 April 2010:

https://ind.millenniumbcp.pt/pt/Institucional/investidores/Documents/EuroNote-DocAnteriores/PB23042010.pdf;

(ix) Offering Circular dated 15 June 2011:

https://ind.millenniumbcp.pt/pt/Institucional/investidores/Documents/EuroNote-DocAnteriores/PB15062011.pdf;

(x) Offering Circular dated 28 June 2012:

https://ind.millenniumbcp.pt/pt/Institucional/investidores/Documents/EuroNote-DocAnteriores/PB28062012.pdf;

(xi) Offering Circular dated 17 July 2013:

https://ind.millenniumbcp.pt/pt/Institucional/investidores/Documents/EuroNote-DocAnteriores/PB17072013.pdf;

(xii) Offering Circular dated 14 August 2014:

https://ind.millenniumbcp.pt/pt/Institucional/investidores/Documents/EuroNote-DocAnteriores/PB14082014.pdf;

(xiii) Offering Circular dated 23 October 2015:

https://ind.millenniumbcp.pt/pt/Institucional/investidores/Documents/EuroNote-DocAnteriores/PB23102015.pdf;

(xiv) Offering Circular dated 16 February 2017:

https://ind.millenniumbcp.pt/pt/Institucional/investidores/Documents/EuroNote-DocAnteriores/PB16022017.pdf;

(xv) Offering Circular dated 17 November 2017:

https://ind.millenniumbcp.pt/pt/Institucional/investidores/Documents/EuroNote-DocAnteriores/PB17112017.pdf;

(xvi) Offering Circular dated 21 September 2018:

https://ind.millenniumbcp.pt/pt/Institucional/investidores/Documents/divida/2018/BCP_Update_2018_Offering_Circular.pdf;

(xvii) Offering Circular dated 15 May 2019:

https://ind.millenniumbcp.pt/pt/Institucional/investidores/Documents/EuroNote-DocAnteriores/PB15052019.pdf;

(xviii) Offering Circular dated 26 May 2020:

https://ind.millenniumbcp.pt/pt/Institucional/investidores/Documents/divida/2020/BCP-MTN-Offering-Circular_26052020.pdf;

(xix) Offering Circular dated 21 May 2021:

https://ind.millenniumbcp.pt/pt/Institucional/investidores/Documents/divida/2021/UKO2-2002609459_OFFERING-CIRCULAR_2021.pdf;

(xx) Offering Circular dated 20 May 2022:

https://ind.millenniumbcp.pt/pt/Institucional/investidores/Documents/divida/2022/UKO2-2004649395_BCP-EMTN-ProgrammeUpdate2022-OfferingCircular.pdf;

(xxi) Offering Circular dated 19 May 2023:

https://ind.millenniumbcp.pt/pt/Institucional/investidores/Documents/divida/2023/BCP-EMTN-Programme-Update-2023-22052023.pdf; and

(xxii) Offering Circulated dated 24 May 2024:

https://ind.millenniumbcp.pt/pt/Institucional/investidores/Documents/divida/2024/Programme-Update2024-OFFERING-CIRCULAR_final.pdf

Following the publication of this Offering Circular, a supplement may be prepared by the Issuer and approved by the Central Bank in accordance with Article 23 of the Prospectus Regulation.

Statements contained in any such supplement (or contained in any information incorporated by reference therein) shall to the extent applicable (whether expressly, by implication or otherwise) modify or supersede statements contained in this Offering Circular or in information which is incorporated by reference in this Offering Circular. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Offering Circular.

The Bank will, in the event of any significant new factor, material mistake or material inaccuracy relating to information included in this Offering Circular which is capable of affecting the assessment of any Notes, prepare a supplement to this Offering Circular or publish a new Offering Circular for use in connection with any subsequent issue of Notes.

Any documents themselves incorporated by reference in the information incorporated by reference herein shall not form part of this Offering Circular.

The Issuer confirms that any non-incorporated parts of a document referred to herein are either not relevant for an investor or are otherwise covered elsewhere in this Offering Circular.

FORM OF THE NOTES

The Notes are issued in dematerialised book entry form ("*forma escritural*") and are "*nominativas*" (i.e., Interbolsa, at the Issuer's request, can ask the Affiliated Members information regarding the identity of the Noteholders and transmit such information to the Issuer). The Notes are issued in any specified denomination provided that in the case of any Notes which are to be admitted to trading on a regulated market within the European Economic Area or offered to the public in a Member State of the EEA in circumstances which require the publication of a prospectus under the Prospectus Regulation, the minimum Specified Denomination shall be as indicated in the applicable Final Terms.

The Notes will be registered by Interbolsa as management entity of Central de Valores Mobiliários.

The Notes may be held in a manner which would allow Eurosystem eligibility. Any indication that the Notes are to be so held does not necessarily mean that the Notes of the relevant Tranche will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any times during their life as such recognition depends upon satisfaction of the Eurosystem eligibility criteria.

Notes will only be tradable in one Specified Denomination.

As of the date of this Offering Circular, the Notes may only be issued in Euro, U.S. dollars, Sterling, Japanese yen, Swiss francs, Australian dollars and Canadian dollars, Chinese yuan renminbi, Norwegian krone and Swedish krona.

Each person shown in the individual securities accounts held with an Affiliated Member of Interbolsa as having an interest in the Notes shall be considered the holder of the principal amount of Notes recorded. One or more certificates in relation to the Notes (each a "**Certificate**") will be delivered by the relevant Affiliated Member of Interbolsa in respect of its registered holding of Notes upon the request by the relevant holder of Notes and in accordance with that Affiliated Member's procedures and pursuant to Article 78 of the Portuguese Securities Code (*Código dos Valores Mobiliários*).

Any holder of Notes will (except as otherwise required by law) be treated as its absolute owner for all purposes regardless of the theft or loss of the Certificate issued in respect of it and no person will be liable for so treating any holder of Notes.

If the relevant Final Terms specify TEFRA C as being applicable, the Notes will be issued in compliance with U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(C) (or any successor United States Treasury regulation section, including without limitation, successor regulations issued in accordance with Internal Revenue Service Notice 2012-20 or otherwise in connection with the United States Hiring Incentives to Restore Employment Act of 2010) (TEFRA C).

The Issuer may agree with any Dealer and the Agent that Notes may be issued in a form not contemplated by the Terms and Conditions of the Notes, in which event a new Offering Circular or a Supplement to the Offering Circular, if appropriate, will be made available which will describe the effect of the agreement reached in relation to such Notes.

FORM OF FINAL TERMS

Set out below is the form of Final Terms, which will be completed for each Tranche of Notes issued under the Programme with a denomination of less than EUR 100,000 (or its equivalent in another currency).

FINAL TERMS

[*Date*]

Banco Comercial Português, S.A. (the "Issuer")

Legal Entity Identifier (LEI): JU1U6S0DG9YLT7N8ZV32

Issue of [ ] [ ]

under the EUR25,000,000,000

Euro Note Programme

[**PROHIBITION OF SALES TO EEA RETAIL INVESTORS -** The Notes are not intended to be offered, sold or otherwise made available to and, with effect from such date, should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation (as defined below). Consequently, no key information document required by Regulation (EU) No. 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]

[**PROHIBITION OF SALES TO UK RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]

[**MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES ONLY TARGET MARKET -** Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional

clients only, each as defined in [Directive 2014/65/EU (as amended, "**MiFID II**")][MiFID II]; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[**UK MIFIR PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES ONLY TARGET MARKET** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**UK MiFIR**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[**MIFID II PRODUCT GOVERNANCE / RETAIL INVESTORS, PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES TARGET MARKET** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties, professional clients and retail clients, each as defined in [Directive 2014/65/EU (as amended, "**MiFID II**")][MiFID II]; ***EITHER*** [and (ii) all channels for distribution of the Notes are appropriate, including investment advice, portfolio management, non-advised sales and pure execution services] ***OR*** [(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Notes to retail clients are appropriate - investment advice[,/ and] portfolio management[,/ and][non-advised sales][and pure execution services][, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]]. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable].]

[**UK MIFIR PRODUCT GOVERNANCE / RETAIL INVESTORS, PROFESSIONAL INVESTORS AND ELIGIBLE COUNTER PARTIES TARGET MARKET** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is retail clients, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (**EUWA**), and eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (**COBS**), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA (**UK MiFIR**); ***EITHER*** [and (ii) all channels for distribution of the Notes are appropriate, including investment advice, portfolio management, non-advised sales and pure execution services] ***OR*** [(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Notes to retail clients are appropriate - investment advice[,/ and]

portfolio management[,/ and][non-advised sales][and pure execution services][, subject to the distributor's suitability and appropriateness obligations under COBS, as applicable]]. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the **UK MiFIR Product Governance Rules**) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under COBS, as applicable].]]

[**SINGAPORE SFA PRODUCT CLASSIFICATION**: In connection with Section 309B of the Securities and Futures Act 2001 of Singapore (as modified or amended from time to time, the **SFA**) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the **CMP Regulations 2018**), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are capital markets products other than prescribed capital markets products (as defined in the CMP Regulations 2018) and Specified Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products.][4]

[In respect of any tranche of Notes issued in Singapore Dollars with a denomination of less than S$200,000, the following information is provided pursuant to Regulation 6 of the Banking Regulations made under the Banking Act 1970 of Singapore:

(a) the place of booking of the Notes is [●];

(b) the branch or office of the Issuer at which the tranche of the Notes is booked is not subject to regulation or supervision in Singapore;

(c) the tranche of Notes is [not secured by any means] ***OR*** *[secured by* ***[please describe the nature of the security, the name of the mortgagor, chargor or guarantor and whether such person is regulated by the Monetary Authority of Singapore]****].]***

[Any person making or intending to make an offer of the Notes may only do so[:

(a) in those Public Offer Jurisdictions mentioned in Paragraph 8 of Part B below, provided such person is of a kind specified in that paragraph, a Dealer, Manager or an Authorised Offeror (as such term is defined in the Offering Circular (as defined below)) and that the offer is made during the Offer Period specified in that paragraph and that any conditions relevant to the use of the Offering Circular are complied with; or

(b) otherwise] in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or to supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer.

Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances.][5]

4 For any Notes to be offered to Singapore investors, the Issuer to consider whether it needs to re-classify the Notes pursuant to Section 309B of the SFA prior to the launch of the offer. Legend to be included if the Notes will be offered in Singapore (to persons other than accredited investors and institutional investors (each term as defined in the SFA)).

5 To be deleted in respect of the issue of Notes which are not admitted to trading on a regulated market under MiFIID II or having a maturity of less than 365 days as a commercial paper under the Programme and all language relating to compliance with the Prospectus Regulation hereunder shall be removed in such instances.

PART A – CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions (the "**Conditions**") set forth in the Offering Circular dated 28 May 2025 [and the supplement[s] to it dated [ ] [and [ ]], which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation (the "**Offering Circular**"). This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Offering Circular in order to obtain all the relevant information. A summary of the Notes is annexed to these Final Terms. The Offering Circular has been published on the Issuer's website (www.millenniumbcp.pt) and on the website of the Irish Stock Exchange plc, trading as Euronext Dublin ("**Euronext Dublin**") (https://live.euronext.com).][6]

[Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions (the "**Conditions**") set forth in the Offering Circular dated [21 November 2003/22 November 2004/13 December 2005/21 September 2006/18 April 2007/30 April 2008/28 April 2009/23 April 2010/15 June 2011/28 June 2012/17 July 2013/14 August 2014/23 October 2015/16 February 2017/17 November 2017/21 September 2018/15 May 2019/26 May 2020/21 May 2021/20 May 2022/19 May 2023/24 May 2024] which are incorporated by reference in the Offering Circular dated 28 May 2025. This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Offering Circular dated 28 May 2025 [and the supplement[s] to it dated [ ] [and [ ]], which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation (the "**Offering Circular**"), including the Conditions incorporated by reference in the Offering Circular, in order to obtain all the relevant information. A summary of the Notes is annexed to these Final Terms. The Offering Circular has been published on the Issuer's website (www.millenniumbcp.pt) and on the website of the Irish Stock Exchange plc, trading as Euronext Dublin ("**Euronext Dublin**") (https://live.euronext.com).][7]

[When used in these Final Terms, "**Prospectus Regulation**" means Regulation (EU) 2017/1129, as amended.][8]

[Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions (the "**Conditions**") set forth in the Offering Circular dated 28 May 2025 [and the supplement[s] to it dated [ ] [and [ ]] ([together,] the "**Offering Circular**"). This document constitutes the Final Terms of the Notes described herein and must be read in conjunction with the Offering Circular in order to obtain all the relevant information. The Offering Circular has been published on the Issuer's website (www.millenniumbcp.pt).][9]

[This document constitutes the Final Terms for the Notes described herein for the purposes of the listing and admission to trading rules of the Irish Stock Exchange plc, trading as Euronext Dublin ("**Euronext Dublin**") (the "**Listing Rules**"). This document must be read in conjunction with the Listing Particulars dated 28 May 2025 [as supplemented by the supplement[s] to the Listing Particulars dated [ ]] (the "**Listing Particulars**"), which [together] constitute[s] the listing particulars for the purposes of the Listing Rules. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of this Final Terms and the Listing Particulars. The Listing Particulars have been published on the Issuer's website (www.millenniumbcp.pt) and on the website of the Irish Stock Exchange plc, trading as Euronext Dublin ("**Euronext Dublin**") (https://live.euronext.com).][10]

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6 To be deleted in respect of the issue of Notes which are not admitted to trading on a regulated market under MiFIID II, nor the subject of a non-exempt public offer or having a maturity of less than 365 days as a commercial paper under the Programme.

7 To be deleted in respect of the issue of Notes which are not admitted to trading on a regulated market under MiFIID II, not the subject of a non-exempt public offer or having a maturity of less than 365 days as a commercial paper under the Programme.

8 To be deleted in respect of the issue of Notes which are not admitted to trading on a regulated market under MiFIID II, nor the subject of a non-exempt public offer or having a maturity of less than 365 days as a commercial paper under the Programme.

9 To be included in respect of the issue of Notes which are not admitted to trading on a regulated market under MiFIID II and not the subject of a non-exempt public offer.

10 To be included in respect of the issue of Notes having a maturity of less than 365 days as a commercial paper under the Programme.

1.	Issuer:		Banco Comercial Português, S.A.
2.	(a)	Series Number:	[ ]
	(b)	Tranche Number:	[ ]
	(c)	Date on which the Notes will be consolidated and form a single Series:	The Notes will be consolidated and form a single Series with [ ] on [the Issue Date]/[Not Applicable]
3.	Specified Currency:		[ ]
4.	Aggregate Nominal Amount		
	(a)	Tranche:	[ ]
	(b)	Series:	[ ]
5.	Issue Price of Tranche:		[ ]% of the Aggregate Nominal Amount [plus accrued interest from [ ] (if applicable)]
6.	(a)	Specified Denomination(s):	[ ]
	(b)	Calculation Amount:	[ ]
7.	(a)	Issue Date:	[ ]
	(b)	Interest Commencement Date:	[[ ]/Issue Date/Not Applicable]
8.	Maturity Date:		[[ ]/ Interest Payment Date falling in or nearest to [ ]]
9.	Interest Basis:		[[ ]% Fixed Rate] [Reset Rate] [[ ] month EURIBOR +/- [ ]% Floating Rate] [Zero Coupon] (further particulars specified in [16/17/18/19] below)
10.	Redemption Basis:		Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [ ]% of their nominal amount
11.	Change of Interest Basis:		[ ] [Not Applicable] (further particulars specified in 16 and 18 below)
12.	Put/Call Options:		[Investor Put] [Issuer Call] [Issuer Call, subject to the Relevant Authority's prior permission (as set out in Condition 6(m) below)]

			[Clean-up Call] [(further particulars specified in [23/25] below)] [Not Applicable]
13.	(a)	Status of the Notes:	[Senior/Subordinated/Senior Non-Preferred]
	(b)	Date of [Board] approval:	[ ] [Not Applicable]
14.	**Senior Note Provisions**		[Applicable/Not Applicable]
	(a)	Condition 2(a) ("*In the case of Senior Notes*")	[Applicable/Not Applicable]
	(b)	Condition 3 ("Negative Pledge")	[Applicable/Not Applicable]
	(c)	Condition 6(g) ("*Redemption of Senior Non-Preferred Notes and certain Senior Notes due to an MREL Disqualification Event*")	[Applicable/Not Applicable] If Applicable: [MREL Disqualification Event – Full Exclusion/MREL Disqualification Event – Full or Partial Exclusion]
	(d)	Condition 6(m) ("*Further Provisions Applicable to Redemption and Purchases of Subordinated Notes, Senior Non-Preferred Notes and Senior Preferred Notes*")	[Applicable/Not Applicable]
	(e)	Condition 6(o) ("*Substitution and Variation of Senior Non-Preferred Notes and Senior Notes*")	[Applicable/Not Applicable]
	(f)	Condition 7(b) ("Taxation – *Obligation to pay additional amounts limited to payments of interest*")	[Applicable/Not Applicable]
	(g)	Condition 9(a) ("*Events of Default relating to certain Senior Notes*")	[Applicable/Not Applicable]
	(h)	Condition 9(b) ("*Events of Default and Enforcement relating to Subordinated Notes, Senior Non-Preferred Notes and certain Senior Notes*")	[Applicable/Not Applicable]
15.	**Senior Non-Preferred Note Provisions**		[Applicable/Not Applicable]
	(a)	Condition 6(o) ("*Substitution and Variation of Senior Non-*	[Applicable/Not Applicable]

		Preferred Notes and Senior Notes")	
	(b)	Condition 7(b) ("Taxation – *Obligation to pay additional amounts limited to payments of interest*")	[Applicable/Not Applicable]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

16.	**Fixed Rate Note Provisions**		[Applicable/Not Applicable]
	(a)	Rate(s) of Interest:	[ ]% per annum payable in arrear on each Interest Payment Date
	(b)	Interest Payment Date(s):	[ ] in each year up to and including the Maturity Date
	(c)	Day Count Fraction:	[Actual/Actual (ICMA)] [30/360]
	(d)	Determination Date(s):	[[ ] in each year]/[Not Applicable]
17.	**Reset Rate Note Provisions**		[Applicable/Not Applicable]
	(a)	Interest Payment Date(s):	[ ] in each year up to and including the Maturity Date
	(b)	Initial Rate of Interest	[ ] per cent. per annum payable in arrear on each Interest Payment Date
	(c)	First Margin	[[+/-][ ] per cent. per annum]/[Not Applicable]
	(d)	Subsequent Margin:	[+/-][ ] per cent. per annum /[Not Applicable]
	(e)	First Reset Date	[ ]
	(f)	Second Reset Date:	[ ]/[Not Applicable]
	(g)	Subsequent Reset Date(s):	[ ]/[Not Applicable]
	(h)	Relevant Screen Page:	[ ]
	(i)	Day Count Fraction:	[Actual/Actual (ICMA)][30/360]
	(j)	Determination Date(s):	[[ ] in each year]/[Not Applicable]
	(k)	Mid-Swap Rate:	[Single Mid-Swap Rate]/[Mean Mid-Swap Rate]
	(l)	Mid-Swap Maturity:	[ ]
	(m)	Calculation Agent:	[ ]
	(n)	Fixed Leg Swap Duration	[ ]

	(o)	Mid-Swap Floating Leg Benchmark Rate:	[ ]
	(p)	Business Centre(s):	[ ]
18.	**Floating Rate Note Provisions**		[Applicable/Not Applicable]
	(a)	Specified Period(s)/Specified Interest Payment Dates:	[ ]
	(b)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention] [Not Applicable]
	(c)	Additional Business Centre(s):	[Not Applicable/[ ]]
	(d)	Party responsible for calculating the Rate of Interest and Interest Amount (if not the Agent):	[Not Applicable/[ ]]
	(e)	Screen Rate Determination	
		(i) Reference Rate:	Reference Rate: [ ] month EURIBOR
		(ii) Interest Determination Date(s):	[Second day on which T2 is open prior to the start of each Interest Period] [ ]
		(iii) Relevant Screen Page:	[Reuters Screen Page EURIBOR01 (or any successor page)] [ ]
	(f)	Linear Interpolation:	[Not Applicable/Applicable - the rate of interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)]
	(g)	Margin(s):	[+/-][ ]% per annum
	(h)	Minimum Rate of Interest:	[[ ]% per annum/Not Applicable]
	(i)	Maximum Rate of Interest[11]:	[[ ]% per annum/Not Applicable]
	(j)	Day Count Fraction:	[Actual/Actual (ISDA)] [Actual/Actual] [Actual/365 (Fixed)] [Actual/365 (Sterling)] [Actual/360] [30/360] [30E/360]

11 If no minimum interest rate is specified or if the minimum interest rate is specified as Not Applicable, then the minimum interest rate shall be zero.

			[30E/360 (ISDA)]
19.	**Zero Coupon Note Provisions**		[Applicable/Not Applicable]
	(a)	Accrual Yield:	[ ]% per annum
	(b)	Reference Price:	[ ]
	(c)	Day Count Fraction in relation to Early Redemption Amounts:	[30/360] [Actual/360] [Actual/365]

PROVISIONS RELATING TO REDEMPTION

20.	**Condition 6(b) ("*Redemption for Tax Reasons*")**		[Applicable/ Applicable subject to the Relevant Authority's prior permission (as set out in Condition 6(m))/Not Applicable]
	Notice periods:		Minimum period: [30] days Maximum period: [60] days
21.	Notice periods for Condition 6(c) ("*Redemption upon the occurrence of a Capital Event*"):		Minimum period: [30] days Maximum period: [60] days
22.	**Notice** periods for Condition 6(g) ("*Redemption of Senior Non-Preferred Notes and certain Senior Notes due to an MREL Disqualification Event*")		Minimum period: [30] days Maximum period: [60] days
23.	**Issuer Call**		[Applicable/Applicable subject to the Relevant Authority's prior permission (as set out in Condition 6(m))/Not Applicable]
	(a)	Optional Redemption Date(s):	[ ]
	(b)	Optional Redemption Amount:	[ ] per Calculation Amount
	(c)	If redeemable in part:	
		(i) Minimum Redemption Amount:	[ ]
		(ii) Higher Redemption Amount:	[ ]
		(iii) Notice periods:	Minimum period: [15] days Maximum period: [30] days

24.	**Clean-up Call Option**		[Applicable/Not Applicable]
	(a)	Clean-up Call Minimum Percentage:	[As per the Conditions/specify]
	(b)	Clean-up Call Option Amount:	[ ] per Calculation Amount
	(c)	Notice Periods:	[Minimum period: [30] days] [Maximum period: [60] days]
	[(d)	Clean-up Call Effective Date:	[ ]]
25.	**Investor Put**		[Applicable/Not Applicable]
	(a)	Optional Redemption Date(s):	[ ]
	(b)	Optional Redemption Amount:	[ ] per Calculation Amount
	(c)	Notice periods:	Minimum period: [30] days Maximum period: [60] days
26.	Final Redemption Amount of each Note:		[ ] per Calculation Amount
27.	Early Redemption Amount payable on redemption for taxation reasons, upon a Capital Event (in the case of Subordinated Notes), upon an MREL Disqualification Event (where applicable) or on event of default:		[ ] per Calculation Amount (*N.B. If the Final Redemption Amount is 100% of the nominal value (i.e. par), the Early Redemption Amount is likely to be par (but consider). If, however, the Final Redemption Amount is other than 100% of the nominal value, consideration should be given as to what the Early Redemption Amount should be*.)
28.	Substitution and Variation:		[Applicable/Not Applicable]
	(a)	Notice periods for Condition 6(n) ("*Substitution and Variation of Subordinated Notes*"):	[Minimum period: [30] days] [Maximum period: [60] days] [Not Applicable]
	(b)	Notice periods for Condition 6(o) ("*Substitution and Variation of Senior Non-Preferred Notes and Senior Notes*"):	[Minimum period: [30] days] [Maximum period: [60] days] [Not Applicable]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

29. **Form of Notes**

	Form:	Book Entry Notes: *nominativas*
30.	Additional Financial Centre(s):	[Not Applicable/[ ]]

Signed on behalf of the Issuer:

By:

Duly authorised

PART B – OTHER INFORMATION

1.	**Listing and Admission to Trading**	[Application [has been/will be] made by the Issuer (or on its behalf) for the Notes to be admitted to the Official List and trading on the Euronext Dublin Regulated Market with effect from [ ].] [Application [has been/will be] made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the [Euronext Lisbon's regulated market] with effect from [ ].] [Not Applicable]
2.	**Ratings**	[The Notes have not been specifically rated.] [The following ratings reflect ratings assigned to the Notes of this type issued under the Programme generally: [[ ] by Moody's] [[ ] by S&P] [[ ] by Fitch] [[ ] by Morningstar DBRS]] [The Notes to be issued [have been/are expected to be] rated: [ ] by [Moody's/S&P/Fitch/ Morningstar DBRS]] [Moody's/S&P/Fitch/Morningstar DBRS] is established in the [European Union/United Kingdom] and is registered under Regulation (EC) No. 1060/2009 (as amended)[as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018] (the "**[UK]CRA Regulation**").]] (*Repeat as necessary and amend depending on status of relevant rating agency*.) [*Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.*]
3.	**Interests of natural and legal persons involved in the issue**	Save for any fees payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the issue. [Certain [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in financing, investment banking and or commercial banking transactions with, and may

perform other services for, the Issuer and its affiliates in the ordinary course of business.] [ ]

4. **Reasons for the Offer, Estimated Net Proceeds and Total Expenses**

(a) Reasons for the offer: *[Give details]*

[General Corporate Purposes – see the first paragraph of "Use of Proceeds" wording in Offering Circular]

[ESG Notes – [An amount equal to the net proceeds from the issue of the Notes is intended to be used for the purposes of the finance and/or refinance, in whole or in part of Eligible Green Assets.]

or

[An amount equal to the net proceeds from the issue of the Notes is intended to be used for the purposes of the finance and/or refinance, in whole or in part of Eligible Social Assets.] or

[An amount equal to the net proceeds from the issue of the Notes is intended to be used for the purposes of the finance and/or refinance, in whole or in part of Eligible Green and Social Assets.]

(b) [Estimated net proceeds: [ ]]

(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)

(c) [Estimated total expenses: [ ]]

(If expenses are intended for more than one use will need to split out and present in order of priority.)

5. **Indication of yield (Fixed Rate Notes only)** [[ ] [Not Applicable]

6. **Historic and future Interest Rates (Floating Rate Notes only)** [Details of historic and future EURIBOR rates can be obtained free of charge from [Reuters] [ ].] [Not Applicable]

7. **Operational Information**

(a) ISIN: [ ]

(b)	Common Code:	[ ]
(c)	CFI:	[[See/[[*include code*], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]
(d)	FISN:	[[See/[[*include code*], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]
(e)	Delivery:	Delivery [against/free of] payment
(f)	Intended to be held in a manner which would allow Eurosystem eligibility:	[Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be registered with Interbolsa – Sociedade Gestora de Sistemas de Liquidação e de Sistemas Centralizados de Valores Mobiliários, S.A. in its capacity of securities settlement system and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria] [No]

8. **Distribution**

(a)	If syndicated, names and addresses of Managers and underwriting commitments/ quotas (material features):	[Not Applicable/[ ]]
(b)	Date of [Subscription] Agreement:	[ ]
(c)	Stabilisation Manager(s) (if any):	[Not Applicable/*give name*]
(d)	If non-syndicated, name and address of relevant Dealer:	[Not Applicable/[ ]]
(e)	Total commission and concession:	[ ]% of the Aggregate Nominal Amount

(f)	U.S. Selling Restrictions:		[Reg. S Compliance Category 2] [TEFRA C] [TEFRA rules not applicable] [specify]
(g)	Public Offer where there is no exemption from the obligation under the Prospectus Regulation to publish a prospectus:		[Applicable] [Not Applicable] *(if not applicable, delete the remaining placeholders of this paragraph (g) and also paragraph 9 below)*.
	(i)	Public Offer Jurisdictions:	[Portugal] [Ireland]
	(ii)	Offer Period:	[*Specify date*] until [*specify date or a formula such as "the Issue Date" or "the date which falls [ ] Business Days thereafter"*]
	(iii)	Financial intermediaries granted specific consent to use the prospectus in accordance with the Conditions in it:	[*Insert names and addresses of financial intermediaries receiving consent (specific consent)*] [Not Applicable]
	(iv)	General Consent:	[Not Applicable][Applicable]
	(v)	Other Authorised Offeror Terms:	[Not Applicable][Add here any other Authorised Offeror Terms] (*Authorised Offeror Terms should only be included here where General Consent is applicable*)
(h)	General Consent:		[Not Applicable][Applicable]
(i)	Other conditions to consent:		[Not Applicable][ ]
(j)	Prohibition of Sales to EEA Retail Investors:		[Not Applicable][Applicable] (*If the Notes clearly do not constitute "packaged products" or the Notes do constitute "packaged" products and a key information document will be prepared in the EEA, "Not Applicable" should be specified. If the Notes may constitute "packaged products" and no key information document will be prepared in the EEA, "Applicable" should be specified.*)
(k)	Prohibition of Sales to UK Retail Investors:		[Not Applicable][Applicable] (*If the Notes clearly do not constitute "packaged products" or the Notes do constitute "packaged" products and a key information document will be prepared in the UK, "Not Applicable" should be*

		specified. If the Notes may constitute "packaged products" and no key information document will be prepared in the UK, "Applicable" should be specified.)
(l)	Prohibition of Sales to Belgian Consumers:	[Not Applicable][Applicable]
(m)	Singapore Sales to Institutional Investors and Accredited Investors only:	[Not Applicable][Applicable]

9. **Terms and Conditions of the Offer**

(a)	Offer Price:	[Issue Price/Not Applicable/[ ]]
(b)	[Conditions to which the offer is subject:]	[Not Applicable/[ ]]
(c)	[Description of the application process:]	[Not Applicable/[ ]]
(d)	[Details of the minimum and/or maximum amount of application:]	[Not Applicable/[ ]]
(e)	[Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants:]	[Not Applicable/[ ]]
(f)	[Details of the method and time limits for paying up and delivering the Notes:]	[Not Applicable/[ ]]
(g)	[Manner in and date on which results of the offer are to be made public:]	[Not Applicable/[ ]]
(h)	[Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:]	[Not Applicable/[ ]]
(i)	[Whether tranche(s) have been reserved for certain countries:]	[Not Applicable/[ ]]
(j)	[Process for notification to applicants of the amount allotted	[Not Applicable/[ ]]

	and the indication whether dealing may begin before notification is made:]	
(k)	[Amount of any expenses and taxes specifically charged to the subscriber or purchaser:]	[Not Applicable/[ ]]
(l)	[Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place.]	[None] [The Authorised Offerors identified in paragraph 8 above and identifiable from the Offering Circular/[ ].]

10. **Third Party Information**

[[ ] has been extracted from [ ]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [ ], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

ANNEX
SUMMARY OF THE NOTES
[ ]

FORM OF FINAL TERMS

Set out below is the form of Final Terms, which will be completed for each Tranche of Notes issued under the Programme with a denomination of at least EUR 100,000 (or its equivalent in another currency).

FINAL TERMS

[*Date*]

Banco Comercial Português, S.A. (the "Issuer")

Legal Entity Identifier (LEI): JU1U6S0DG9YLT7N8ZV32

Issue of [ ] [ ]

under the EUR25,000,000,000

Euro Note Programme

[**PROHIBITION OF SALES TO EEA RETAIL INVESTORS -** The Notes are not intended to be offered, sold or otherwise made available to and, with effect from such date, should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) No. 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]

[**PROHIBITION OF SALES TO UK RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]

[**MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES ONLY TARGET MARKET -** Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended, "**MiFID II**")][MiFID II]; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are

appropriate. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[**UK MIFIR PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES ONLY TARGET MARKET** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**UK MiFIR**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[**MIFID II PRODUCT GOVERNANCE / RETAIL INVESTORS, PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES TARGET MARKET** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties, professional clients and retail clients, each as defined in [Directive 2014/65/EU (as amended, "**MiFID II**")][MiFID II]; ***EITHER*** [and (ii) all channels for distribution of the Notes are appropriate, including investment advice, portfolio management, non-advised sales and pure execution services] ***OR*** [(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Notes to retail clients are appropriate - investment advice[,/ and] portfolio management[,/ and][non-advised sales][and pure execution services][, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]]. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable].]

[**UK MIFIR PRODUCT GOVERNANCE / RETAIL INVESTORS, PROFESSIONAL INVESTORS AND ELIGIBLE COUNTER PARTIES TARGET MARKET** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is retail clients, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (**EUWA**), and eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (**COBS**), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA (**UK MiFIR**); ***EITHER*** [and (ii) all channels for distribution of the Notes are appropriate, including investment advice, portfolio management, non-advised sales and pure execution services] ***OR*** [(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Notes to retail clients are appropriate - investment advice[,/ and] portfolio management[,/ and][non-advised sales][and pure execution services][, subject to the distributor's suitability and appropriateness obligations under COBS, as applicable]]. [*Consider any*

negative target market]. Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the **UK MiFIR Product Governance Rules**) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under COBS, as applicable].]]

[**SINGAPORE SFA PRODUCT CLASSIFICATION**: In connection with Section 309B of the Securities and Futures Act 2001 of Singapore (as modified or amended from time to time, the **SFA**) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the **CMP Regulations 2018**), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are capital markets products other than prescribed capital markets products (as defined in the CMP Regulations 2018) and Specified Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products.][12]

[In respect of any tranche of Notes issued in Singapore Dollars with a denomination of less than S$200,000, the following information is provided pursuant to Regulation 6 of the Banking Regulations made under the Banking Act 1970 of Singapore:

(a) *the place of booking of the Notes is [●];*

(b) *the branch or office of the Issuer at which the tranche of the Notes is booked is not subject to regulation or supervision in Singapore;*

(c) *the tranche of Notes is [not secured by any means]* ***OR*** *[secured by* ***[please describe the nature of the security, the name of the mortgagor, chargor or guarantor and whether such person is regulated by the Monetary Authority of Singapore]****].]*

PART A – CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions (the "**Conditions**") set forth in the Offering Circular dated 28 May 2025 [and the supplement[s] to it dated [ ] [and [ ]], which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation (the "**Offering Circular**"). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Regulation and must be read in conjunction with the Offering Circular in order to obtain all the relevant information. The Offering Circular has been published on the Issuer's website (www.millenniumbcp.pt) and on the website of the Irish Stock Exchange plc, trading as Euronext Dublin ("**Euronext Dublin**") (https://live.euronext.com).][13]

[Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions (the "**Conditions**") set forth in the Offering Circular dated [21 November 2003/22 November 2004/13 December 2005/21 September 2006/18 April 2007/30 April 2008/28 April 2009/23 April 2010/15 June 2011/28 June 2012/17 July 2013/14 August 2014/23 October 2015/16 February 2017/17 November 2017/21 September 2018/15 May 2019/26 May 2020/21 May 2021/20 May 2022/19 May 2023/24 May 2024] which are incorporated by reference in the Offering Circular dated 28 May 2025. This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation

12 For any Notes to be offered to Singapore investors, the Issuer to consider whether it needs to re-classify the Notes pursuant to Section 309B of the SFA prior to the launch of the offer. Legend to be included if the Notes will be offered in Singapore (to persons other than accredited investors and institutional investors (each term as defined in the SFA)).

13 To be deleted in respect of the issue of Notes which are not admitted to trading on a regulated market under MiFIID II or having a maturity of less than 365 days as commercial paper under the Programme.

and must be read in conjunction with the Offering Circular dated 28 May 2025 [and the supplement[s] to it dated [ ] [and [ ]], which [together] constitute[s] a Offering Circular for the purposes of the Prospectus Regulation (the "**Offering Circular**"), including the Conditions incorporated by reference in the Offering Circular, in order to obtain all the relevant information. The Offering Circular has been published on the Issuer's website (www.millenniumbcp.pt) and on the website of the Irish Stock Exchange plc, trading as Euronext Dublin ("**Euronext Dublin**") (https://live.euronext.com).][14]

[When used in these Final Terms, "**Prospectus Regulation**" means Regulation (EU) 2017/1129, as amended.][15]

[Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions (the "**Conditions**") set forth in the Offering Circular dated 28 May 2025 [and the supplement[s] to it dated [ ] [and [ ]] ([together,] the "**Offering Circular**"). This document constitutes the Final Terms of the Notes described herein and must be read in conjunction with the Offering Circular in order to obtain all the relevant information. The Offering Circular has been published on the Issuer's website (www.millenniumbcp.pt).][16]

[This document constitutes the Final Terms for the Notes described herein for the purposes of the listing and admission to trading rules of the Irish Stock Exchange plc, trading as Euronext Dublin ("**Euronext Dublin**") (the "**Listing Rules**"). This document must be read in conjunction with the Listing Particulars dated 28 May 2025 [as supplemented by the supplement[s] to the Listing Particulars dated [ ]] (the "**Listing Particulars**"), which [together] constitute[s] the listing particulars for the purposes of the Listing Rules. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of this Final Terms and the Listing Particulars. The Listing Particulars have been published on the Issuer's website (www.millenniumbcp.pt) and on the website of the Irish Stock Exchange plc, trading as Euronext Dublin (https://live.euronext.com).][17]

When used in these Final Terms, "**Prospectus Regulation**" means Regulation (EU) 2017/1129, as amended.

1.	Issuer:		Banco Comercial Português, S.A.
2.	(a)	Series Number:	[ ]
	(b)	Tranche Number:	[ ]
	(c)	Date on which the Notes will be consolidated and form a single Series:	The Notes will be consolidated and form a single Series with [ ] on [the Issue Date]/[Not Applicable]
3.	Specified Currency:		[ ]
4.	Aggregate Nominal Amount		
	(a)	Tranche:	[ ]
	(b)	Series:	[ ]

14 To be deleted in respect of the issue of Notes which are not admitted to trading on a regulated market under MiFIID II or having a maturity of less than 365 days as commercial paper under the Programme.
15 To be deleted in respect of the issue of Notes which are not admitted to trading on a regulated market under MiFIID II or having a maturity of less than 365 days as commercial paper under the Programme.
16 To be included in respect of the issue of Notes which are not admitted to trading on a regulated market under MiFIID II.
17 To be included in respect of the issue of Notes having a maturity of less than 365 days as commercial paper under the Programme.

5.	Issue Price of Tranche:		[ ]% of the Aggregate Nominal Amount [plus accrued interest from [ ] (if applicable)]
6.	(a)	Specified Denomination(s):	[ ]
	(b)	Calculation Amount:	[ ]
7.	(a)	Issue Date:	[ ]
	(b)	Interest Commencement Date:	[[ ]/Issue Date/Not Applicable]
8.	Maturity Date:		[[ ]/ Interest Payment Date falling in or nearest to [ ]]
9.	Interest Basis:		[[ ]% Fixed Rate] [Reset Rate] [[ ] month EURIBOR +/- [ ]% Floating Rate] [Zero Coupon] (further particulars specified in [16/17/18/19] below)
10.	Redemption Basis:		Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [ ]% of their nominal amount
11.	Change of Interest Basis:		[ ] [Not Applicable] (further particulars specified in 16 and 18 below)
12.	Put/Call Options:		[Investor Put] [Issuer Call] [Issuer Call, subject to the Relevant Authority's prior permission (as set out in Condition 6(m) below)] [Clean-up Call] [(further particulars specified in [23/25] below)] [Not Applicable]
13.	(a)	Status of the Notes:	[Senior/Subordinated/Senior Non-Preferred]
	(b)	Date of [Board] approval:	[ ] [Not Applicable]
14.	**Senior Note Provisions**		[Applicable/Not Applicable]
	(a)	Condition 2(a) ("*Senior Notes Waiver of Set Off*")	[Applicable/Not Applicable]
	(b)	Condition 3 ("Negative Pledge")	[Applicable/Not Applicable]
	(c)	Condition 6(g) ("*Redemption of Senior Non-Preferred Notes and certain Senior Notes due to an MREL Disqualification Event*")	[Applicable/Not Applicable] If Applicable:

		[MREL Disqualification Event – Full Exclusion/MREL Disqualification Event – Full or Partial Exclusion]
(d)	Condition 6(m) ("*Further Provisions Applicable to Redemption and Purchases of Subordinated Notes, Senior Non-Preferred Notes and Senior Preferred Notes*")	[Applicable/Not Applicable]
(e)	Condition 6(o) ("*Substitution and Variation of Senior Non-Preferred Notes and Senior Notes*")	[Applicable/Not Applicable]
(f)	Condition 7(b) ("Taxation – *Obligation to pay additional amounts limited to payments of interest*")	[Applicable/Not Applicable]
(g)	Condition 9(a) ("*Events of Default relating to certain Senior Notes*")	[Applicable/Not Applicable]
(h)	Condition 9(b) ("*Events of Default and Enforcement relating to Subordinated Notes, Senior Non-Preferred Notes and certain Senior Notes*")	[Applicable/Not Applicable]
15.	**Senior Non-Preferred Note Provisions**	[Applicable/Not Applicable]
(a)	Condition 6(o) ("*Substitution and Variation of Senior Non-Preferred Notes and Senior Notes*")	[Applicable/Not Applicable]
(b)	Condition 7(b) ("Taxation – *Obligation to pay additional amounts limited to payments of interest*")	[Applicable/Not Applicable]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

16.	**Fixed Rate Note Provisions**	[Applicable/Not Applicable]
(a)	Rate(s) of Interest:	[ ]% per annum payable in arrear on each Interest Payment Date
(b)	Interest Payment Date(s):	[ ] in each year up to and including the Maturity Date

	(c)	Day Count Fraction:	[Actual/Actual (ICMA)] [30/360]
	(d)	Determination Date(s):	[[ ] in each year]/[Not Applicable]
17.	**Reset Rate Note Provisions**		[Applicable/Not Applicable]
	(a)	Interest Payment Date(s):	[ ] in each year up to and including the Maturity Date
	(b)	Initial Rate of Interest	[ ] per cent. per annum payable in arrear on each Interest Payment Date
	(c)	First Margin	[[+/-][ ] per cent. per annum]/[Not Applicable]
	(d)	Subsequent Margin:	[+/-][ ] per cent. per annum /[Not Applicable]
	(e)	First Reset Date	[ ]
	(f)	Second Reset Date:	[ ]/[Not Applicable]
	(g)	Subsequent Reset Date(s):	[ ]/[Not Applicable]
	(h)	Relevant Screen Page:	[ ]
	(i)	Day Count Fraction:	[Actual/Actual (ICMA)][30/360]
	(j)	Determination Date(s):	[[ ] in each year]/[Not Applicable]
	(k)	Mid-Swap Rate:	[Single Mid-Swap Rate]/[Mean Mid-Swap Rate]
	(l)	Mid-Swap Maturity:	[ ]
	(m)	Calculation Agent:	[ ]
	(n)	Fixed Leg Swap Duration	[ ]
	(o)	Mid-Swap Floating Leg Benchmark Rate:	[ ]
	(p)	Business Centre(s):	[ ]
18.	**Floating Rate Note Provisions**		[Applicable/Not Applicable]
	(a)	Specified Period(s)/Specified Interest Payment Dates:	[ ]
	(b)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention] [Not Applicable]
	(c)	Additional Business Centre(s):	[Not Applicable/[ ]]

(d)	Party responsible for calculating the Rate of Interest and Interest Amount (if not the Agent):		[Not Applicable/[ ]]
(e)	Screen Rate Determination		
	(i)	Reference Rate:	Reference Rate: [ ] month EURIBOR
	(ii)	Interest Determination Date(s):	[Second day on which T2 is open prior to the start of each Interest Period] [ ]
	(iii)	Relevant Screen Page:	[Reuters Screen Page EURIBOR01 (or any successor page)] [ ]
(f)	Linear Interpolation:		[Not Applicable/Applicable - the rate of interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)]
(g)	Margin(s):		[+/-][ ]% per annum
(h)	Minimum Rate of Interest:		[[ ]% per annum/Not Applicable]
(i)	Maximum Rate of Interest[18]:		[[ ]% per annum/Not Applicable]
(j)	Day Count Fraction:		[Actual/Actual (ISDA)] [Actual/Actual] [Actual/365 (Fixed)] [Actual/365 (Sterling)] [Actual/360] [30/360] [30E/360] [30E/360 (ISDA)]
19.	**Zero Coupon Note Provisions**		[Applicable/Not Applicable]
(a)	Accrual Yield:		[ ]% per annum
(b)	Reference Price:		[ ]
(c)	Day Count Fraction in relation to Early Redemption Amounts:		[30/360] [Actual/360] [Actual/365]

PROVISIONS RELATING TO REDEMPTION

20.	**Condition 6(b) ("*Redemption and Purchase*")**	[Applicable/ Applicable subject to the Relevant Authority's prior permission (as set out in Condition 6(m))/Not Applicable]

18 If no minimum interest rate is specified or if the minimum interest rate is specified as Not Applicable, then the minimum interest rate shall be zero.

	Notice periods:		Minimum period: [30] days Maximum period: [60] days
21.	Notice periods for Condition 6(c) ("*Redemption upon the occurrence of a Capital Event*"):		Minimum period: [30] days Maximum period: [60] days
22.	Notice periods for Condition 6(g) ("*Redemption of Senior Non-Preferred Notes and certain Senior Notes due to an MREL Disqualification Event*")		Minimum period: [30] days Maximum period: [60] days
23.	**Issuer Call**		[Applicable/Applicable subject to the Relevant Authority's prior permission (as set out in Condition 6(m))/Not Applicable]
	(a)	Optional Redemption Date(s):	[ ]
	(b)	Optional Redemption Amount:	[ ] per Calculation Amount
	(c)	If redeemable in part:	
		(i) Minimum Redemption Amount:	[ ]
		(ii) Higher Redemption Amount:	[ ]
	(d)	Notice periods:	Minimum period: [15] days Maximum period: [30] days
24.	**Clean-up Call Option**		[Applicable/Not Applicable]
	(a)	Clean-up Call Minimum Percentage:	[As per the Conditions/specify]
	(b)	Clean-up Call Option Amount:	[ ] per Calculation Amount
	(c)	Notice Periods:	[Minimum period: [30] days] [Maximum period: [60] days]
	[(d)	Clean-up Call Effective Date:	[ ]]
25.	**Investor Put**		[Applicable/Not Applicable]
	(a)	Optional Redemption Date(s):	[ ]
	(b)	Optional Redemption Amount:	[ ] per Calculation Amount
	(c)	Notice periods:	Minimum period: [30] days Maximum period: [60] days

26.	Final Redemption Amount of each Note:	[ ] per Calculation Amount
27.	Early Redemption Amount payable on redemption for taxation reasons, upon a Capital Event (in the case of Subordinated Notes), upon an MREL Disqualification Event (where applicable) or on event of default:	[ ] per Calculation Amount *(N.B. If the Final Redemption Amount is 100% of the nominal value (i.e. par), the Early Redemption Amount is likely to be par (but consider). If, however, the Final Redemption Amount is other than 100% of the nominal value, consideration should be given as to what the Early Redemption Amount should be.)*
28.	Substitution and Variation	[Applicable/Not Applicable]
	(a) Notice periods for Condition 6(n) ("*Substitution and Variation of Subordinated Notes*"):	[Minimum period: [30] days] [Maximum period: [60] days] [Not Applicable]
	(b) Notice periods for Condition 6(o) ("Substitution and Variation of Senior Non-Preferred Notes and Senior Notes"):	[Minimum period: [30] days] [Maximum period: [60] days] [Not Applicable]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

29.	**Form of Notes**	
	Form:	Book Entry Notes: *nominativas*
30.	Additional Financial Centre(s):	[Not Applicable/[ ]]

Signed on behalf of the Issuer:

By:

Duly authorised

PART B – OTHER INFORMATION

1. **Listing and Admission to Trading**

(a)	Listing and admission to trading:	[Application [has been/will be] made by the Issuer (or on its behalf) for the Notes to be admitted to the Official List and trading on the Euronext Dublin Regulated Market with effect from [ ].] [Application [has been/will be] made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the [Euronext Lisbon's regulated market] with effect from [ ].] [Not Applicable]
(b)	Estimate of total expenses related to admission to trading:	[ ]

2. Ratings

[The Notes have not been specifically rated.]

[The following ratings reflect ratings assigned to the Notes of this type issued under the Programme generally:

[[ ] by Moody's]
[[ ] by S&P]
[[ ] by Fitch]
[[ ] by Morningstar DBRS]]

[The Notes to be issued [have been/are expected to be] rated:

[ ] by [Moody's/S&P/Fitch/Morningstar DBRS]]

[Moody's/S&P/Fitch/Morningstar DBRS] is established in the [European Union/United Kingdom] and is registered under Regulation (EC) No. 1060/2009 (as amended)[as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018] (the "**[UK]CRA Regulation**").]] (*Repeat as necessary and amend depending on status of relevant rating agency*.)

[*Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.*]

3. **Reasons for the Offer and Estimated Net Proceeds**

(i) Reasons for the offer: *[Give details]*

[General Corporate Purposes – see the first paragraph of "Use of Proceeds" wording in Offering Circular]

		[ESG Notes – [An amount equal to the net proceeds from the issue of the Notes is intended to be used for the purposes of the finance and/or refinance, in whole or in part of Eligible Green Assets.] *or* *[An amount equal to the net proceeds from the issue of the Notes is intended to be used for the purposes of the finance and/or refinance, in whole or in part of Eligible Social Assets.] or* *[An amount equal to the net proceeds from the issue of the Notes is intended to be used for the purposes of the finance and/or refinance, in whole or in part of Eligible Green and Social Assets.]*
	(ii) Estimated net proceeds:	[ ] (*If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.*)
4.	**Interests of natural and legal persons involved in the issue**	Save for any fees payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the issue. [Certain [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in financing, investment banking and or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business.] [ ]
5.	**Indication of yield (Fixed Rate Notes only)**	[ ] [Not Applicable]
6.	**Historic and future Interest Rates (Floating Rate Notes only)**	[Details of historic and future EURIBOR rates can be obtained free of charge from [Reuters] [ ].] [Not Applicable]
7.	**Operational Information**	
	(a) ISIN:	[ ]
	(b) Common Code:	[ ]
	(c) CFI:	[[See/[[*include code*], as updated, as set out on] the website of the Association of National

		Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]
(d)	FISN:	[[See/[[*include code*], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]
(e)	Delivery:	Delivery [against/free of] payment
(f)	Intended to be held in a manner which would allow Eurosystem eligibility:	[Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be registered with Interbolsa – Sociedade Gestora de Sistemas de Liquidação e de Sistemas Centralizados de Valores Mobiliários, S.A. in its capacity of securities settlement system and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria] [No]]

8. **Distribution**

(a)	If syndicated, names of Managers:	[Not Applicable/[ ]]
(b)	Date of [Subscription] Agreement:	[ ]
(c)	Stabilisation Manager(s) (if any):	[Not Applicable/*give name*]
(d)	If non-syndicated, name of relevant Dealer:	[Not Applicable/[ ]]
(e)	U.S. Selling Restrictions:	[Reg. S Compliance Category 2] [TEFRA C] [TEFRA rules not applicable] [specify]
(f)	Prohibition of Sales to EEA Retail Investors:	[Not Applicable][Applicable] (*If the Notes clearly do not constitute "packaged products" or the Notes do constitute a "packaged" products and a key information*

		document will be prepared in the EEA, "Not Applicable" should be specified. If the Notes may constitute "packaged products" and no key information document will be prepared in the EEA, "Applicable" should be specified.)
(g)	Prohibition of Sales to UK Retail Investors:	[Not Applicable][Applicable] (*If the Notes clearly do not constitute "packaged products" or the Notes do constitute a "packaged" products and a key information document will be prepared in the UK, "Not Applicable" should be specified. If the Notes may constitute "packaged products" and no key information document will be prepared in the UK, "Applicable" should be specified.*)
(h)	Prohibition of Sales to Belgian Consumers:	[Not Applicable][Applicable]
(i)	Singapore Sales to Institutional Investors and Accredited Investors only:	[Not Applicable][Applicable]

9. **Third Party Information**

[[ ] has been extracted from [ ]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [ ], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

TERMS AND CONDITIONS OF THE NOTES

The following, save for the text in the footnotes, are the Terms and Conditions of Notes which will be incorporated by reference into each Note. The applicable Final Terms in relation to any Notes completes the information regarding the following Terms and Conditions and will be incorporated into each Note. Reference should be made to "Form of Final Terms" above for the form of Final Terms which will specify which of these Terms and Conditions are to apply in relation to the relevant Notes.

This Note is one of a Series (as defined below) of Notes issued as specified in the Final Terms relating to this Note (the "**applicable Final Terms**") by Banco Comercial Português, S.A. (the "**Issuer**"). Notes are integrated in the Interbolsa book entry system and governed by these conditions and a deed poll given by the Issuer in favour of the holders of Notes dated 28 May 2025 (the "**Instrument**"). References herein to the "**Notes**" shall be references to the Notes of this Series. The Notes also have the benefit of Agency Terms dated 28 May 2025 (such Agency Terms as amended and/or restated and/or supplemented from time to time, the "**Agency Terms**") and made by Banco Comercial Português, S.A. as Issuer and as agent (the "**Agent**" which expression shall include any successor agent).

The applicable Final Terms for this Note is attached hereto or (to the extent relevant) incorporated herein and completes these Terms and Conditions (the "**Conditions**").

The applicable Final Terms will state in particular whether this Note is (i) a senior Note (a "**Senior Note**" and, together with all the Notes of this Series, "**Senior Notes**"); (ii) a senior non-preferred note (a "**Senior Non-Preferred Note**" and, together with all the Notes of this Series, "**Senior Non-Preferred Notes**"); or a subordinated Note (a "**Subordinated Note**" and together with all the Notes of this Series, "**Subordinated Notes**").

In the case of Senior Notes, the applicable Final Terms will state whether or not Condition 6(m) applies. Senior Notes where Condition 6(m) is specified as being "Applicable" in the applicable Final Terms shall be referred to as "**Senior Preferred Notes**".

As used herein, "**Tranche**" means Notes which are identical in all respects (including as to the Issue Date, listing and admission to trading) and subject to the same Final Terms and "**Series**" means a Tranche of Notes together with any further Tranche or Tranches of Notes which are (A) expressed to be consolidated and form a single series and (B) have the same terms and conditions or terms and conditions which are the same in all respects save for the amount and date of the first payment of interest thereon and the date from which interest starts to accrue.

Copies of the Agency Terms and the applicable Final Terms (i) are available for inspection or collection at the registered office of the Agent, being at Praça Dom João I, 4000-295 Oporto, Portugal or (ii) may be provided by email to the holders of the relevant Notes ("**Noteholders**") following their prior written request to the Agent and provision of proof of holding and identity (in a form satisfactory to the Agent). If the Notes are to be admitted to trading on the regulated market of the Irish Stock Exchange plc ("**Euronext Dublin Regulated Market**"), trading as Euronext Dublin ("**Euronext Dublin**"), the applicable Final Terms will be published on the website of Euronext Dublin through a regulatory information service. The Noteholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Instrument, the Agency Terms and the applicable Final Terms which are binding on them.

Words and expressions defined in the Instrument or the Agency Terms 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 Terms and the Instrument, the Instrument will prevail and that, in the event of inconsistency

between the Agency Terms or the Instrument and the applicable Final Terms, the applicable Final Terms will prevail.

In these Conditions, "**Euro**" means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

1. Form, Denomination and Title

The Notes will be in book entry form ("*forma escritural*"), being "*nominativas*" (i.e. Interbolsa, at the Issuer's request, can ask the Affiliated Members for information regarding the identity of the Noteholders and transmit such information to the Issuer) and, subject to applicable legal or regulatory restrictions, in any currency as agreed between the Issuer and the relevant Dealer(s) at the time of the issue (the "**Specified Currency**") and the denominations (the "**Specified Denomination(s)**" specified in the applicable Final Terms.

This Note is a Senior Note, a Subordinated Note, or a Senior Non-Preferred Note, as indicated in the applicable Final Terms.

This Note is a Fixed Rate Note, a Reset Rate Note, a Floating Rate Note or a Zero Coupon Note, or any appropriate combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Final Terms.

Title to the Notes passes upon registration in the relevant individual securities accounts held with an Affiliated Member of Interbolsa.

Subject as set out below, the Issuer and the Agent will (except as otherwise required by law) deem and treat any person in whose name a Note is registered as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes.

2. Status of the Notes

The applicable Final Terms will indicate whether the Notes are Senior Notes, Subordinated Notes or Senior Non-Preferred Notes.

(a) *In the case of Senior Notes*

If the Notes are specified as Senior Notes in the applicable Final Terms, the Notes are direct, unconditional, unsecured (subject (where applicable) to the provisions of Condition 3) and unsubordinated obligations of the Issuer and rank and will rank *pari passu* among themselves and with all present and future unsecured (subject as aforesaid) and unsubordinated obligations of the Issuer which do not qualify as Statutory Senior Non-Preferred Obligations, save for those that have been accorded by law preferential rights.

If the applicable Final Terms specifies the "Senior Notes Waiver of Set-Off" is "Applicable", no Noteholder of Senior Notes may exercise or claim any right of set-off or netting in respect of any amount owed by it to the Issuer arising out of or in connection with the Senior Notes and each such Noteholder shall, by virtue of its subscription, purchase or holding of any Senior Note, be deemed to have waived all such rights of set-off or netting.

If the applicable Final Terms specifies the "Senior Notes Waiver of Set-Off" is "Applicable", to the extent that any set-off takes place, whether by operation of law or otherwise, between: (y) any amount owed by the Issuer to a Noteholder arising under or in connection with the

Senior Notes; and (z) any amount owed to the Issuer by such Noteholder, such Noteholder will immediately transfer such amount which is set-off to the Issuer or, in the event of its winding up or dissolution, the liquidation or insolvency estate.

(b) *In the case of Subordinated Notes*

If the Notes are specified as Subordinated Notes in the applicable Final Terms, the Notes are direct, unconditional and unsecured obligations of the Issuer, save that the claims of the holders of the Notes in respect of payments pursuant thereto will, in the event of the winding-up of the Issuer (to the extent permitted by Portuguese law), be wholly subordinated to the claims of all Senior Creditors of the Issuer and shall rank:

(i) at least *pari passu* with the claims of holders of all obligations of the Issuer which constitute, or would but for any applicable limitation on the amount of such capital constitute, Tier 2 instruments of the Issuer; and

(ii) in priority to (1) the claims of holders of all obligations of the Issuer which constitute, or would but for any applicable limitation on the amount of such capital constitute, Tier 1 instruments of the Issuer, (2) the claims of holders of all undated or perpetual subordinated obligations of the Issuer (other than any such obligations which rank, or are expressed to rank, *pari passu* with, or in priority to, the Subordinated Notes), (3) the claims of holders of all classes of share capital of the Issuer and (4) the claims of holders of all other obligations of the Issuer which rank, or are expressed to rank, junior to the Subordinated Notes.

The subordination of the Notes is for the benefit of the Issuer and all Senior Creditors of the Issuer. "Senior Creditors of the Issuer" means (a) creditors of the Issuer whose claims are admitted to proof in the winding-up of the Issuer and who are unsubordinated creditors of the Issuer (including Senior Notes and Statutory Senior Non-Preferred Obligations), and (b) creditors of the Issuer whose claims are or are expressed to be subordinated to the claims of other creditors of the Issuer (other than those whose claims relate to obligations which constitute, or would, but for any applicable limitation on the amount of such capital, constitute Tier 1 instruments or Tier 2 instruments of the Issuer, or whose claims otherwise rank or are expressed to rank *pari passu* with, or junior to, the claims of holders of the Subordinated Notes); "Tier 1 instruments" has the meaning given to it by the Applicable Banking Regulations from time to time; and "Tier 2 instruments" has the meaning given to it by the Applicable Banking Regulations from time to time.

No Noteholder of Subordinated Notes may exercise or claim any right of set-off or netting in respect of any amount owed by it to the Issuer arising out of or in connection with the Subordinated Notes and each such Noteholder shall, by virtue of its subscription, purchase or holding of any Subordinated Note, be deemed to have waived all such rights of set-off or netting.

To the extent that any set-off takes place, whether by operation of law or otherwise, between: (y) any amount owed by the Issuer to a Noteholder arising under or in connection with the Subordinated Notes; and (z) any amount owed to the Issuer by such Noteholder, such Noteholder will immediately transfer such amount which is set-off to the Issuer or, in the event of its winding up or dissolution, the liquidation or insolvency estate, to be held on trust for the Senior Creditors of the Issuer.

(c) *In the case of Senior Non-Preferred Notes*

If the Notes are specified as Senior Non-Preferred Notes in the applicable Final Terms, the Notes qualify as, and comprise part of the class of, Statutory Senior Non-Preferred Obligations and are direct, unconditional and unsecured obligations of the Issuer and, subject to and, save for those preferred by mandatory and/or overriding provisions of law, rank and will rank:

(i) *pari passu* and without any preference among themselves and with all other present and future obligations of the Issuer qualifying as Statutory Senior Non-Preferred Obligations*;*

(ii) in the event of the bankruptcy (*insolvência*) of the Issuer only, junior to any present and future unsubordinated and unsecured obligations of the Issuer which do not qualify as Statutory Senior Non-Preferred Obligations; and

(iii) senior to any Junior Obligations.

By virtue of such ranking, payments to Noteholders of Senior Non-Preferred Notes will, in the event of the bankruptcy (insolvência) of the Issuer, only be made after all claims in respect of unsubordinated and unsecured obligations of the Issuer which do not qualify as Statutory Senior Non-Preferred Obligations have been satisfied.

No Noteholder of Senior Non-Preferred Notes may exercise or claim any right of set-off or netting in respect of any amount owed by it to the Issuer arising out of or in connection with the Senior Non-Preferred Notes and each such Noteholder shall, by virtue of its subscription, purchase or holding of any Senior Non-Preferred Note, be deemed to have waived all such rights of set-off or netting.

To the extent that any set-off takes place, whether by operation of law or otherwise, between: (y) any amount owed by the Issuer to a Noteholder arising under or in connection with the Senior Non-Preferred Notes; and (z) any amount owed to the Issuer by such Noteholder, such Noteholder will immediately transfer such amount which is set-off to the Issuer or, in the event of its winding up or dissolution, the liquidation or insolvency estate, to be held on trust for the creditors of any present and future unsubordinated obligations of the Issuer which do not qualify as Statutory Senior Non-Preferred Obligations.

As used in this Condition 2(c):

"**Junior Obligations**" means any present and future claims in respect of obligations of the Issuer which rank or are expressed to rank, subordinated to claims in respect of unsubordinated and unsecured obligations of the Issuer (including Statutory Senior Non-Preferred Obligations); and

"**Statutory Senior Non-Preferred Obligations**" means any present and future claims in respect of unsubordinated and unsecured obligations of the Issuer which have a lower ranking within the meaning of article 8-A of Decree-Law no 199/2006 of 25 October (as amended) (or any other provision implementing article 108 of Directive 2014/59/EU, as amended by Directive (EU) 2017/2399, in Portugal) than the claims in respect of all other unsubordinated and unsecured obligations of the Issuer.

3. Negative Pledge

This Condition 3 shall apply only to Senior Notes in respect of which the applicable Final Terms specify that this Condition 3 is "Applicable" and references to "**Notes**" and "**Noteholders**" shall be construed accordingly.

So long as any of the Notes remains outstanding (as defined in the Instrument), the Issuer shall not create or permit to be outstanding any mortgage, charge, lien, pledge or other similar encumbrance or security interest (each a "**security interest**") upon the whole or any part of its undertaking or assets, present or future (including any uncalled capital if applicable), to secure any Indebtedness (as defined below) or to secure any guarantee or indemnity given in respect of any Indebtedness, without, in the case of the creation of a security interest, at the same time and, in any other case, promptly according to the Noteholders an equal and rateable interest in the same or, at the option of the Issuer, providing to the Noteholders such other security as shall be approved by an Extraordinary Resolution (as defined in the Instrument) of the Noteholders save that the Issuer may create or permit to subsist a security interest to secure Indebtedness and/or any guarantee or indemnity given in respect of Indebtedness of any person, in each case as aforesaid, (but without the obligation to accord or provide to the Noteholders either, an equal and rateable interest in the same or such other security as aforesaid) where such security interest:

(a) is only over such part of the undertaking or assets, present or future, of the Issuer that belonged to a company whose assets or undertaking have become part of the assets or undertaking of the Issuer pursuant to an amalgamation or merger of such company with the Issuer, which security interest exists at the time of such amalgamation or merger and was not created in contemplation thereof or in connection therewith and the principal, nominal or capital amount secured at the time of such amalgamation or merger is not thereafter increased; or

(b) is created pursuant to any securitisation, asset-backed financing or like arrangement in accordance with normal market practice and whereby the amount of Indebtedness secured by such security interest or in respect of which any guarantee or indemnity is secured by such security interest is limited to the value of the assets secured; or

(c) is granted in relation to mortgage-backed bonds (*obrigações hipotecárias*) issued by the Issuer under Portuguese law and "covered bonds".

"**Indebtedness**" means any borrowings having an original maturity of more than one year in the form of or represented by bonds, notes, debentures or other securities (not comprising, for the avoidance of doubt, preference shares or other equity securities) which with the consent of the Issuer are, or are intended to be, listed or traded on any stock exchange or other organised market for securities (whether or not initially distributed by way of private placing) other than a borrowing which is entirely or substantially placed in Portugal.

4. Interest

The applicable Final Terms will indicate whether the Notes are Fixed Rate Notes, Reset Rate Notes, Floating Rate Notes or Zero Coupon Notes.

(a) *Interest on Fixed Rate Notes*

This Condition 4(a) applies to Fixed Rate Notes only. The applicable Final Terms contains provisions applicable to the determination of fixed rate interest and must be read in conjunction with this Condition 4(a) for full information on the manner in which interest is calculated on Fixed Rate Notes. In particular, the applicable Final Terms will specify the Interest

Commencement Date, the Rate(s) of Interest, the Interest Payment Date(s), the Maturity Date, the Calculation Amount, the Day Count Fraction and any applicable Determination Date.

Each Fixed Rate Note bears interest from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest payable in arrear on the Interest Payment Date(s) in each year up to the Maturity Date. Interest on Fixed Rate Notes will be calculated on the full nominal amount outstanding of Fixed Rate Notes and will be paid to the Affiliate Members of Interbolsa for distribution by them to the accounts of entitled Noteholders in accordance with Interbolsa's usual rules and operating procedures.

Such interest shall be calculated in respect of any period by applying the Rate of Interest to the aggregate outstanding nominal amount of the Fixed Rate Notes and 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.

In this Condition 4(a):

"**Day Count Fraction**" means, in respect of the calculation of an amount of interest in accordance with this Condition 4(a):

(i) if "**Actual/Actual (ICMA)**" is specified in the applicable Final Terms:

(A) in the case of Notes 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

(I) in the case of Notes 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 (as specified in the applicable Final Terms) 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 12 30-day months) divided by 360;

"**Determination Period**" means the 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); and

"**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, means one cent.

(b) *Interest on Reset Rate Notes*

This Condition 4(b) applies to Reset Rate Notes only. The applicable Final Terms contain provisions applicable to the determination of the reset rate of interest and must be read in conjunction with this Condition 4(b) for full information on the manner in which interest is calculated on Reset Rate Notes. In particular, the applicable Final Terms will identify the Interest Payment Date(s), the Initial Rate of Interest, the First Margin, the Subsequent Margin (if any), the First Reset Date, the Second Reset Date (if any), the Subsequent Reset Date(s) (if any), the Relevant Screen Page, the Day Count Fraction, the Determination Date(s) (if any), the Mid-Swap Rate, the Mid-Swap Maturity, the Calculation Agent, the Fixed Leg Swap Duration, the Mid-Swap Floating Leg Benchmark Rate and the Business Centre(s).

For the purpose of these Conditions, "**Relevant Screen Page**" means the Relevant Screen Page specified in the applicable Final Terms.

(i) Each Reset Rate Note bears interest (i) from (and including) the Interest Commencement Date specified in the relevant Final Terms) to (but excluding) the First Reset Date at the rate per annum equal to the Initial Rate of Interest; (ii) from (and including) the First Reset Date until (but excluding) the Second Reset Date or, if no such Second Reset Date is specified in the relevant Final Terms, the Maturity Date, at the rate per annum equal to the First Reset Rate of Interest; and (iii) for each subsequent period thereafter (if any), at the rate per annum equal to the relevant Subsequent Reset Rate of Interest (in each case rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards), payable in each case, in arrear on the Interest Payment Date(s) so specified in the relevant Final Terms.

(ii) If on any Reset Determination Date the Relevant Screen Page is not available or the Mid-Swap Rate does not appear on the Relevant Screen Page, the Calculation Agent shall request each of the Reference Banks to provide the Calculation Agent with its Mid-Market Swap Rate Quotation as at approximately 12 (noon) in the principal financial centre of the Specified Currency on the Reset Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with Mid-Market Swap Rate Quotations, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period shall be the sum converted as set out in the definition of First Reset Rate of Interest or Subsequent Reset Rate of Interest (as applicable) of the arithmetic mean (rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the relevant Mid-Market Swap Rate Quotations and the First Margin or Subsequent Margin (as applicable), all as determined by the Calculation Agent. If none or only one of the Reference Banks provides the Calculation Agent with a Mid-Market Swap Rate Quotation as provided in the foregoing provisions of this paragraph, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) shall be determined to be the Rate of Interest as at the last preceding Reset Date or, in the case of the first Reset

Determination Date, the First Reset Rate of Interest shall be the Rate of Interest before the First Reset Date (adjusted, in the case of any Reset Rate Notes other than Subordinated Notes to take into account any change in the prevailing Margin).

(iii) The Rate of Interest and the amount of interest payable (the "**Reset Interest Amount**") shall be determined by the Calculation Agent, (A) in the case of the Rate of Interest, at or as soon as practicable after each time at which the Rate of Interest is to be determined, and (B) in the case of the Reset Interest Amount in accordance with the provisions for calculating amounts of interest in Condition 4(a) and, for such purposes, references in the third paragraph of Condition 4(a) to "Fixed Rate Notes" shall be deemed to be to "Reset Rate Notes", "Rate of Interest" shall be to "First Reset Rate of Interest" or "Subsequent Reset Rate of Interest" (as applicable) and Condition 4(a) shall be construed accordingly.

(iv) The Calculation Agent will cause the Rate of Interest (other than the Initial Rate of Interest) and each related Reset Interest Amount to be notified to the Issuer and any stock exchange on which the relevant Reset Rate Notes are for the time being listed and notice thereof to be published in accordance with Condition 12 as soon as possible after their determination but in no event later than the fourth Lisbon Business Day (as defined below) thereafter. For the purposes of this sub-paragraph (iv), the expression "**Lisbon 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 Lisbon.

(v) If for any reason the Calculation Agent at any time after the Issue Date defaults in its obligation to determine the Rate of Interest or calculate any Reset Interest Amount in accordance with Condition 4(b)(iii) above, the Issuer shall determine the Rate of Interest at such rate as, in its absolute discretion (having such regard as it shall think fit to the foregoing provisions of this Condition), it shall deem fair and reasonable and such determination or calculation shall be deemed to have been made by the Calculation Agent.

(vi) All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 4(b) by the Calculation Agent, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Agent, the Calculation Agent and all Noteholders and (in the absence as aforesaid) no liability to the Issuer or the Noteholders shall attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

(vii) For the purposes of this Condition 4(b):

"Calculation Agent" has the meaning specified in the applicable Final Terms;

"**First Margin**" means the margin specified as such in the relevant Final Terms;

"**First Reset Date**" means the date specified in the relevant Final Terms;

"**First Reset Period**" means the period from (and including) the First Reset Date until (but excluding) the Second Reset Date or, if no such Second Reset Date is specified in the relevant Final Terms, the Maturity Date;

"**First Reset Rate of Interest**" means, in respect of the First Reset Period and subject to Condition 4(b)(ii) above, the rate of interest determined by the Calculation Agent on

the relevant Reset Determination Date as the sum, converted from a basis equivalent to the Fixed Leg Swap Duration specified in the applicable Final Terms to a basis equivalent to the frequency with which scheduled interest payments are payable on the Notes during the relevant Reset Period (such calculation to be determined by the Issuer in conjunction with a leading financial institution selected by it), of the relevant Mid-Swap Rate and the First Margin;

"Fixed Leg Swap Duration" has the meaning specified in the applicable Final Terms;

"Initial Rate of Interest" has the meaning specified in the applicable Final Terms;

"**Margin**" means the First Margin or any Subsequent Margin (as applicable);

"**Mid-Swap Maturity**" has the meaning given in the relevant Final Terms;

"**Mid-Market Swap Rate**" means for any Reset Period the mean of the bid and offered rates for the fixed leg payable with a frequency equivalent to the Fixed Leg Swap Duration specified in the Final Terms (calculated on the day count basis customary for fixed rate payments in the Specified Currency, such day count basis as determined by the Calculation Agent) of a fixed for floating interest rate swap transaction in the Specified Currency which transaction (i) has a term equal to the relevant Reset Period and commencing on the relevant Reset Date, (ii) is in an amount that is representative for a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market and (iii) has a floating leg based on the Mid-Swap Floating Leg Benchmark Rate for the Mid-Swap Maturity (as specified in the relevant Final Terms) (calculated on the day count basis customary for floating rate payments in the Specified Currency, such day count basis as determined by the Calculation Agent);

"**Mid-Market Swap Rate Quotation**" means a quotation (expressed as a percentage rate per annum) for the relevant Mid-Market Swap Rate;

"**Mid-Swap Floating Leg Benchmark Rate**" means the rate as specified in the relevant Final Terms;

"**Mid-Swap Rate**" means, in relation to a Reset Determination Date and subject to provision (b) above, either:

(A) if Single Mid-Swap Rate is specified in the relevant Final Terms, the rate for swaps in the Specified Currency:

(I) with a term equal to the relevant Reset Period; and

(II) commencing on the relevant Reset Date,

which appears on the Relevant Screen Page or such replacement page on that service which displays the information; or

(B) if Mean Mid-Swap Rate is specified in the relevant Final Terms, the arithmetic mean (expressed as a percentage rate per annum and rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. Being rounded upwards)) of the bid and offered swap rate quotations for swaps in the Specified Currency:

(I) with a term equal to the relevant Reset Period; and

(II) commencing on the relevant Reset Date,

which appear on the Relevant Screen Page or such replacement page on that service which displays the information,

in either case, as at approximately 11.00 a.m. in the principal financial centre of the Specified Currency on such Reset Determination Date, all as determined by the Calculation Agent;

"**Rate of Interest**" means the Initial Rate of Interest, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest, as applicable;

"**Reference Banks**" means the principal office in the principal financial centre of the Specified Currency of four major banks in the swap, money, securities or other market most closely connected with the relevant Mid-Swap Rate as selected by the Issuer on the advice of an investment bank of international repute;

"Reset Business Day" means 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 any Business Centre specified in the applicable Final Terms;

"**Reset Date**" means the First Reset Date, the Second Reset Date and each Subsequent Reset Date (as applicable);

"**Reset Determination Date**" means, in respect of the First Reset Period, the second Reset Business Day prior to the First Reset Date, in respect of the first Subsequent Reset Period, the second Reset Business Day prior to the Second Reset Date and, in respect of each Subsequent Reset Period thereafter, the second Reset Business Day prior to the first day of each such Subsequent Reset Period, or in each case as specified in the relevant Final Terms;

"**Reset Period**" means the First Reset Period or a Subsequent Reset Period, as the case may be;

"**Second Reset Date**" means the date specified in the relevant Final Terms;

"**Subsequent Margin**" means the margin specified as such in the relevant Final Terms;

"**Subsequent Reset Date**" means the date or dates specified in the relevant Final Terms;

"**Subsequent Reset Period**" means the period from (and including) the Second Reset Date to (but excluding) the next Subsequent Reset Date (or, if no such Subsequent Reset Date is specified in the relevant Final Terms, the Maturity Date), and each successive period from (and including) a Subsequent Reset Date to (but excluding) the next succeeding Subsequent Reset Date (or, if no such Subsequent Reset Date is specified in the relevant Final Terms, the Maturity Date); and

"**Subsequent Reset Rate of Interest**" means, in respect of any Subsequent Reset Period and subject to Condition 4(b)(ii) above, the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date as the sum, converted from a basis equivalent to the Fixed Leg Swap Duration specified in the applicable Final Terms to a basis equivalent to the frequency with which scheduled interest

payments are payable on the Notes during the relevant Reset Period (such calculation to be determined by the Issuer in conjunction with a leading financial institution selected by it), of the relevant Mid-Swap Rate and the relevant Subsequent Margin.

(c) *Interest on Floating Rate Notes*

(i) Interest Payment Dates

This Condition 4(c) applies to Floating Rate Notes only. The applicable Final Terms contains provisions applicable to the determination of floating rate interest and must be read in conjunction with this Condition 4(c) for full information on the manner in which interest is calculated on Floating Rate Notes. In particular, the applicable Final Terms will identify any Specified Interest Payment Dates, any Specified Period, the Interest Commencement Date, the Business Day Convention, any Additional Business Centres, the party who will calculate the amount of interest due if it is not the Agent, the Margin, any maximum or minimum interest rates and the Day Count Fraction. The applicable Final Terms will also specify the applicable Reference Rate, Interest Determination Date(s) and Relevant Screen Page.

Each Floating Rate Note bears interest from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

(A) the Specified Interest Payment Date(s) in each year specified in the applicable Final Terms; or

(B) 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 Calculation Period in the applicable Final Terms after the preceding Specified 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). Interest will be calculated on the full nominal amount outstanding of Floating Rate Notes and will be paid to the Affiliate Members of Interbolsa for distribution by them to the accounts of entitled Noteholders in accordance with Interbolsa's usual rules and operating procedures.

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 (or any other 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(c)(i)(B) above, the Floating Rate Convention, such Interest Payment Date (a) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (ii) below shall apply *mutatis mutandis* or (b) 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 (i) such Interest Payment Date shall be brought forward

to the immediately preceding Business Day and (ii) 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, such Interest Payment Date (or other date) shall be postponed to the next day which is a Business Day; or

(III) the Modified Following Business Day Convention, such Interest Payment Date (or other 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 (or other date) shall be brought forward to the immediately preceding Business Day; or

(IV) the Preceding Business Day Convention, such Interest Payment Date (or other date) shall be brought forward to the immediately preceding Business Day.

In these Conditions, "**Business Day**" means:

(1) 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 each Additional Business Centre (other than T2) specified in the applicable Final Terms;

(2) if T2 is specified as an Additional Business Centre in the applicable Final Terms, a day on which Trans-European Automated Real-Time Gross Settlement Express Transfer System or any successor or replacement for that system ("**T2**") is open; and

(3) either (a) 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 (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney or Auckland, respectively) or (b) in relation to any sum payable in Euro, a day on which T2 is open.

(ii) Rate of Interest

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

(iii) Screen Rate Determination for Floating Rate Notes

The Rate of Interest for each Interest Period will, subject as provided below, be either:

(A) the offered quotation (if there is only one quotation on the Relevant Screen Page); or

(B) 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(s) (being EURIBOR, as further specified in the applicable Final Terms) which appears or appear, as the

case may be, on the Relevant Screen Page (or such replacement page on that service which displays the information) as at 11.00 a.m. Brussels time (the "**Specified Time**") 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. If five or more 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) of such offered quotations.

If the Relevant Screen Page is not available or if, in the case of (A), no such offered quotation appears or, in the case of (B), fewer than three such offered quotations appear, in each case at the Specified Time, the Agent shall request each of the Reference Banks (as defined below) to provide the Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Specified Time on the Interest Determination Date in question. If two or more of the Reference Banks provide the Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of such offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Agent.

If on any Interest Determination Date one only or none of the Reference Banks provides the Agent with such offered quotations as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Agent by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the Specified Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the Eurozone interbank market plus or minus (as appropriate) the Margin (if any) or, if fewer than two of the Reference Banks provide the Agent with such offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at approximately the Specified Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for such purpose) informs the Agent it is quoting to leading banks in the Eurozone interbank market plus or minus (as appropriate) the Margin (if any), provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period).

For the purposes of this Condition 4(c)(iii), "**Reference Banks**" means, in the case of (A), those banks whose offered rates were used to determine such quotation when such quotation last appeared on the Relevant Screen Page and, in the case of (B), those banks whose offered quotations last appeared on the Relevant Screen Page when no fewer than three such offered quotations appeared.

(iv) 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 above provisions 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 above provisions is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

(v) Determination of Rate of Interest and Calculation of Interest Amounts

The Agent, in the case of Floating Rate Notes 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 will calculate the amount of interest ("**Interest Amount**") payable on the Floating Rate Notes for the relevant Interest Period by applying the Rate of Interest to the aggregate outstanding nominal amount of the Notes and 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/Actual (ISDA)**" 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 (1) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (2) 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**", "**360/36**" or "**Bond Basis**" is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{\left[360 \times \left(Y_2 - Y_1\right) + \left[30 \times \left(M_2 - M_1\right)\right] + \left(D_2 - D_1\right)\right]}{360}$$

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Interest Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D_1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D_1 is greater than 29, in which case D_2 will be 30;

(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, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{\left[360 \times \left(Y_2 - Y_1\right) + \left[30 \times \left(M_{2-} M_1\right)\right] + \left(D_2 - D_1\right)\right]}{360}$$

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Interest Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D_1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case D_2 will be 30; and

(VII) if "**30E/360 (ISDA)**" is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{\left[360 \times \left(Y_2 - Y_1\right) + \left[30 \times \left(M_{2-} M_1\right)\right] + \left(D_2 - D_1\right)\right]}{360}$$

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Interest Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Interest Period, unless (x) that day is the last day of February or (y) such number would be 31, in which case D_1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (x) that day is the last day of February but not the Maturity Date or (y) such number would be 31, in which case D_2 will be 30.

(vi) Linear Interpolation

Where Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate, one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period provided however that if there is no rate available for a period of time next shorter or, as the case may be, next longer, then the Agent shall determine such rate at such time and by reference to such sources as it determines appropriate.

"**Designated Maturity**" means the period of time designated in the Reference Rate.

(vii) Notification of Rate of Interest and Interest Amount

The Agent 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 any stock exchange on which the relevant Floating Rate Notes are for the time being listed and notice thereof to be published in accordance with Condition 12 as soon as possible after their determination but in no event later than the fourth Lisbon Business Day (as defined below) thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange on which the relevant Floating Rate Notes are for the time being listed and to the Noteholders in accordance with Condition 12. For the purposes of this sub-paragraph (vii), the

expression "**Lisbon 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 Lisbon.

(d) *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(c) by the Agent, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Agent and all Noteholders and (in the absence as aforesaid) no liability to the Issuer or the Noteholders 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.

(e) *Accrual of Interest*

Each Note will cease to bear interest (if any) from the due date for its redemption unless, upon due presentation thereof, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue until whichever is the earlier of: (i) the date on which all amounts due in respect of such Note have been paid; and (ii) five days after the date on which the full amount of the moneys payable in respect of such Note has been received by the Agent and notice to that effect has been given to the Noteholders in accordance with Condition 12.

(f) *Benchmark Replacement*

This Condition 4(e) applies only to Reset Rate Notes and Floating Rate Notes. If the Issuer determines that 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 Notes:

(i) 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 Noteholders) (A) a Successor Rate or, failing which, an Alternative Reference Rate, for the purposes of determining the Rate of Interest (or the relevant component part thereof) applicable to the Notes 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;

(ii) 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(e) prior to the relevant Interest Determination 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 but without any requirement for the consent or approval of the Noteholders) may determine (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(e). 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;

(iii) if a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) is determined in accordance with paragraphs (i) or (ii) above, such Successor Rate or, failing which, Alternative Reference Rate (as applicable) shall be the Original Reference Rate (subject to the subsequent operation of, and to adjustment as provided in, this Condition 4(e);

(iv) if the Independent Adviser or, as the case may be, the Issuer (following consultation with the Independent Adviser (if any) but without any requirement for the consent or approval of the Noteholders) in each case acting in good faith and in a commercially reasonable manner, determines 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). If the Independent Adviser or, as the case may be, the Issuer 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 without an Adjustment Spread;

(v) if the Independent Adviser or, as the case may be, the Issuer (following consultation with the Independent Adviser (if any) but without any requirement for the consent or approval of the Noteholders) in each case acting in good faith and in a commercially reasonable manner, determines 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 Notes) also specify changes to these Conditions and/or the Agency Terms in order to ensure the proper operation of such Successor Rate or Alternative Reference Rate or any Adjustment Spread (as applicable), including, but not limited to, (A) the Day Count Fraction, Screen Page, Business Day, Interest Determination Date, Reset Determination Date, Mid-Swap Rate, Mid-Market Swap Rate and/or the definition of Reference Rate and (B) the method for determining the fall-back rate in relation to the Notes. 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(e). No consent shall be required from the Noteholders in connection with determining or giving effect to the Successor Rate, Alternative Reference Rate or any Adjustment Spread (as applicable) or such other changes, including for the execution of any documents or other steps to be taken by the Issuer or the Agent (if required or useful); and

(vi) the Issuer shall promptly, following the determination of any Successor Rate, Alternative Reference Rate or Adjustment Spread (as applicable), give notice thereof to the Noteholders in accordance with Condition 12 (Notices) and the Agent (if different from the Issuer). Such notice shall specify the effective date(s) for such Successor Rate or Alternative Reference Rate (as applicable), the Adjustment Spread (if any) and any consequential changes made to the Set of Agency Procedures and/or these Conditions (if any).

An Independent Adviser appointed pursuant to this Condition 4(e) shall act in good faith and (in the absence of bad faith or fraud) shall have no liability whatsoever to the Agent or the

Noteholders for any advice given to the Issuer in connection with any determination made by the Issuer pursuant to this Condition 4(e).

Without prejudice to the obligations of the Issuer under this Condition 4(e), the Original Reference Rate and the other provisions in this Condition 4(e) will continue to apply (i) if the Independent Adviser or, as the case may be, the Issuer (following consultation with the Independent Adviser (if any) but without any requirement for the consent or approval of the Noteholders) is unable to or does not determine a Successor Rate or an Alternative Reference Rate in accordance with this Condition 4(e), and (ii) where the Independent Adviser or, as the case may be, the Issuer does determine a Successor Rate or Alternative Reference Rate, unless and until the Agent (if different from the Issuer) and (in accordance with Condition 12 (Notices)) the Noteholders have been notified of the Successor Rate or Alternative Reference Rate (as applicable), the Adjustment Spread (if any) and any consequential changes made to the Set of Agency Procedures and the Conditions (if any). For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Interest Period or Reset Period (as applicable) only and any subsequent Interest Periods or Reset Periods (as applicable) are subject to the subsequent operation of, and to adjustment as provided in, this Condition 4(e).

Notwithstanding any other provision of this Condition 4(e), no Successor Rate or Alternative Reference Rate or Adjustment Spread (as applicable) will be adopted, and no other amendments to the terms of the Notes will be made pursuant to this Condition 4(e), if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to prejudice the qualification of the Notes as:

(a) in the case of Senior Non-Preferred Notes and Senior Preferred Notes, MREL Eligible Liabilities; or

(b) in the case of Subordinated Notes, Tier 2 instruments of the Issuer,

or, in the case of Senior Preferred Notes and Senior Non-Preferred Notes only, if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to result in the Relevant Authority treating a future Reset Date or Interest Payment Date (as applicable) as the effective maturity of the Notes, rather than the relevant Maturity Date.

For the purposes of this Condition 4(e):

"**Adjustment Spread**" shall mean 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) but without any requirement for the consent or approval of the Noteholders) 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) 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) but without any requirement for the consent or approval of the Noteholders) 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 no such customary market usage is recognised or acknowledged, the Independent Adviser or, as the case may be, the Issuer (following consultation with the Independent Adviser (if any) but without any requirement for the consent or approval of the Noteholders), in each case in its discretion and acting in good faith and in a commercially reasonable manner, determines to be appropriate;

"**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) for a commensurate period and in the same Specified Currency as the Notes, 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;

"**Benchmark Event**" means:

(a) the Original Reference Rate ceasing to be published for a period of at least five Business Days or ceasing to exist or be administered; or

(b) the later of (A) the making of 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 (B) the date falling six months prior to the specified date referred to in (b)(A); or

(c) the making of 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 (A) the making of a public statement by the supervisor of the administrator of the Original Reference Rate stating that the Original Reference Rate will, on or before a specified date, be permanently or indefinitely discontinued and (B) the date falling six months prior to the specified date referred to in (d)(A); or

(e) the later of (A) the making of 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 before a specified date and (B) the date falling six months prior to the specified date referred to in (e)(A); or

(f) it has, or will on or prior to a specified date within the following six months, become unlawful for the Issuer or the Agent, as the case may be, to calculate any payments due to be made to the holders of the Notes using the Original Reference Rate; or

(g) the later of (A) the making of a public statement by the supervisor of the administrator of the Original Reference Rate announcing that the Original Reference Rate is no

longer representative or may no longer be used or will, on or before a specified date within the following six months, be no longer representative or no longer permitted to be used and (B) the date falling six months prior to the specified date referred to in (g)(A).

"**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;

"**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 Notes (or, if applicable, any other successor or alternative rate (or component part thereof) determined and applicable to the Notes pursuant to the earlier operation of this Condition 4(e));

"**Relevant Nominating Body**" means in respect of a benchmark or screen rate (as applicable):

(a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); 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 benchmark or screen rate (as applicable) relates, (B) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (C) a group of the aforementioned central banks or other supervisory authorities or (D) the Financial Stability Board or any part thereof; and

"**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.

5. Payments

(a) *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 maintained by the payee with 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); and

(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.

Payments will be subject in all cases, but without prejudice to the provisions of Condition 7, to (i) any fiscal or other laws and regulations applicable thereto in any jurisdiction, and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**"), or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 7) any law implementing an intergovernmental approach thereto. Any such amounts withheld or deducted

will be treated as paid for all purposes under the Notes, and no additional amounts will be paid on the Notes with respect to any such withholding or deduction.

(b) *Payments in respect of Notes*

Payments in respect of the Notes will be made by transfer to the registered account of the Noteholders maintained by or on behalf of it with a bank that processes payments in Euro, details of which appear in the records of the relevant Affiliated Member of Interbolsa at the close of business on the Payment Business Day (as defined below) before the due date for payment of principal and/or interest.

"**Payment Business Day**" means a day which (subject to Condition 8):

(i) is or falls before the due date for payment of principal and or interest; and

(ii) is a day on which T2 is open ("**T2 Settlement Day**").

(c) *Payment Day*

If the date for payment of any amount in respect of any Note 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, unless otherwise specified in the applicable Final Terms, "**Payment Day**" means any day which (subject to Condition 8) 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 each Additional Financial Centre (other than T2) specified in the applicable Final Terms; and

(ii) if T2 is specified as an Additional Financial Centre in the applicable Final Terms, a T2 Settlement Day; and

(iii) either (A) 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 (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney or Auckland, respectively) or (B) in relation to any sum payable in Euro, a day on which T2 is open.

(d) *Interpretation of Principal and Interest*

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

(i) any additional amounts which may be payable with respect to principal under Condition 7(a);

(ii) the Final Redemption Amount of the Notes;

(iii) the Early Redemption Amount of the Notes;

(iv) the Clean-up Call Option Amount (if any) of the Notes;

(v) the Optional Redemption Amounts (if any) of the Notes;

(vi) in relation to Zero Coupon Notes, the Amortised Face Amount (as defined in Condition 6(h)); and

(vii) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.

Any reference in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 7(a).

6. Redemption and Purchase

(a) *Redemption at Maturity*

Unless previously redeemed or purchased and cancelled as specified below, each Note will be redeemed by the Issuer at its Final Redemption Amount specified in the applicable Final Terms in the relevant Specified Currency on the Maturity Date specified in the applicable Final Terms[19].

(b) *Redemption for Tax Reasons*

Subject to Condition 6(m), in relation to any Series of Notes in respect of which the applicable Final Terms specify that this Condition 6(b) is "Applicable", the Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time (if this Note is not a Floating Rate Note) or on any Interest Payment Date (if this Note is a Floating Rate Note), on giving not less than the minimum period and not more than the maximum period of notice specified in the applicable Final Terms[20] to the Noteholders in accordance with Condition 12 (which notice shall be irrevocable), if:

(i) on the occasion of the next payment due under the Notes, the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 7(a) as a result of any change in, or amendment to, the laws or regulations of a Tax Jurisdiction (as defined in Condition 7(a)) or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date of the last Tranche of the Notes; and

(ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due.

Prior to the publication of any such notice of redemption as referred to in the previous paragraph, the Issuer shall deliver to the Agent to make available at its specified office (i) a certificate signed by two Directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer to so redeem have occurred, and (ii) an opinion of independent legal advisers

19 Senior Non-Preferred Notes and Senior Preferred Notes must have a maturity of one year or more.

20 When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent.

of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment.

Notes redeemed pursuant to this Condition 6(b) will be redeemed at their Early Redemption Amount referred to in Condition 6(h) below together (if appropriate) with interest accrued to (but excluding) the date of redemption.

In relation to any Series of Subordinated Notes and Senior Non-Preferred Notes, the Notes may also be redeemed at the option of the Issuer in whole, but not in part, at their Early Redemption Amount as set out in the applicable Final Terms together with unpaid interest accrued to (but excluding) the date of redemption, at any time on the Issuer giving not less than the minimum period and not more than the maximum period of notice specified in the applicable Final Terms[1] to the Noteholders in accordance with Condition 12 (which notice shall be irrevocable) if, at any time after the Issue Date of the last Tranche of the Notes, the Issuer determines that it would not be entitled to claim a deduction in computing taxation liabilities in respect of the next interest payment to be made on the Notes or the value of such deduction to the Issuer would be reduced in either case as a result of any change in, or amendment to, the laws or regulations of any Tax Jurisdiction, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date of the last Tranche of the Notes.

Prior to the publication of any such notice of redemption as referred to in the previous paragraph in respect of Notes, the Issuer shall deliver to the Agent to make available at its specified office to the Noteholders a certificate signed by two Directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer to so redeem (including those set out in Condition 6(m) below) have occurred.

(c) *Redemption upon the occurrence of a Capital Event*

Subject to Condition 6(m), in relation to any Series of Subordinated Notes, the Notes may be redeemed at the option of the Issuer, in whole but not in part, at their Early Redemption Amount as set out in the applicable Final Terms together with unpaid interest accrued to (but excluding) the date of redemption, at any time on the Issuer giving not less than the minimum period and not more than the maximum period of notice specified in the applicable Final Terms[21] to the Noteholders in accordance with Condition 12 (which notice shall be irrevocable), if, at any time after the Issue Date of the last Tranche of the Notes, the Issuer determines that there is a Capital Event.

Prior to the publication of any notice of redemption pursuant to this Condition 6(c) in respect of Notes, the Issuer shall deliver to the Agent to make available at its specified office to the Noteholders a certificate signed by two Directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer to so redeem (including those set out in Condition 6(m) below) have occurred.

For the purposes of these Conditions:

"**Applicable Banking Regulations**" means at any time the laws, regulations, requirements, guidelines and policies relating to capital adequacy then in effect in Portugal and applicable to

21 When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent.

the Issuer, including, without limitation to the generality of the foregoing, those regulations, requirements, guidelines and policies relating to capital adequacy then in effect of the Relevant Authority and/or any regulation, directive or other binding rules, standards or decisions adopted by the institutions of the European Union;

"**Capital Event**" means the determination by the Issuer after consultation with the Relevant Authority that all or any part of the Notes are not eligible for inclusion in the Tier 2 instruments of the Group or the Issuer pursuant to Applicable Banking Regulations (other than as a result of any applicable limitation on the amount of such capital as applicable to the Group or the Issuer, as the case may be). For the avoidance of doubt, any amortisation of the Notes pursuant to Article 64 of the Regulation (EU) No. 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms amending Regulation (EU) No. 648/2012, (or any equivalent or successor provision) shall not constitute a Capital Event;

"**Group**" means together the Issuer and its subsidiaries; and

"**Relevant Authority**" means (in the case of Subordinated Notes) Banco de Portugal, the European Central Bank or such other authority (whether in Portugal or elsewhere) having primary responsibility for prudential supervision of the Issuer and (in the case of Senior Non-Preferred Notes and Senior Preferred Notes) the Relevant Resolution Authority (as defined in Condition 16).

(d) *Redemption at the Option of the Issuer (Issuer Call)*

This Condition 6(d) applies to Notes which are subject to redemption prior to the Maturity Date at the option of the Issuer (other than for taxation reasons or upon the occurrence of a Capital Event (in the case of Subordinated Notes) or upon the occurrence of an MREL Disqualification Event (in the case of Senior Non-Preferred Notes and Senior Notes in respect of which the applicable Final Terms specify that Condition 6(g) is "Applicable") or where Clean-up Call Option is specified as applicable in the applicable Final Terms (in the case of Subordinated Notes, Senior Non-Preferred Notes and Senior Preferred Notes)), such option being referred to as an "**Issuer Call**". The applicable Final Terms contains provisions applicable to any Issuer Call and must be read in conjunction with this Condition 6(d) for full information on any Issuer Call. In particular, the applicable Final Terms will identify the Optional Redemption Date(s), the Optional Redemption Amount(s), any minimum or maximum amount of Notes which can be redeemed and the applicable notice periods.

Subject to Condition 6(m), if Issuer Call is specified as being applicable in the applicable Final Terms, the Issuer may, having given not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms[2] to Noteholders in accordance with Condition 12 (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Notes then outstanding on the Optional Redemption Date(s) and at the Optional Redemption Amount(s) specified in the applicable Final Terms together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date(s). Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount and not more than the Higher Redemption Amount, in each case as may be specified in the applicable Final Terms.

(e) *Partial Redemption*

In case of a partial redemption of Notes the nominal amount of all outstanding Book Entry Notes will be reduced proportionally.

(f) *Redemption at the Option of the Noteholders (Investor Put)*[22]

This Condition 6(f) applies only to Notes other than Subordinated Notes and references in this Condition 6(f) to "Notes" and "Noteholders" shall be construed accordingly.

This Condition 6(f) applies to Notes which are subject to redemption prior to the Maturity Date at the option of the Noteholder, such option being referred to as an "**Investor Put**". The applicable Final Terms contains provisions applicable to any Investor Put and must be read in conjunction with this Condition 6(f) for full information on any Investor Put. In particular, the applicable Final Terms will identify the Optional Redemption Date(s), the Optional Redemption Amount(s), any minimum or maximum amount of Notes which can be redeemed and the applicable notice periods.

If Investor Put is specified as being applicable in the applicable Final Terms, upon the holder of any Note giving to the Issuer in accordance with Condition 12 not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms[23] (which notice shall be irrevocable), the Issuer will, upon the expiry of such notice, redeem such Note on the Optional Redemption Date and at the Optional Redemption Amount 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 Note the holder of this Note must deliver a notice to the Agent in accordance with the standard procedures of Interbolsa stating the principal amount of the Notes in respect of which such option is exercised (a "**Put Notice**") to the specified office of the Agent at any time within the notice period during normal business hours of the Agent. In the Put Notice the relevant Noteholder must specify a bank account to which payment is to be made under this Condition 6.

Any Put Notice given by a holder of any Note pursuant to this Condition 6(f) shall be irrevocable except where prior to the due date of redemption an Event of Default shall have occurred and be continuing in which event such holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this Condition 6(f) and instead to declare such Note forthwith due and repayable pursuant to Condition 9.

(g) *Redemption of Senior Non-Preferred Notes and certain Senior Notes due to an MREL Disqualification Event*

Subject to Condition 6(m), in relation to any Series of Senior Non-Preferred Notes or any Senior Notes in respect of which the applicable Final Terms specify that this Condition 6(g) is "Applicable", the Notes may be redeemed at the option of the Issuer, in whole but not in part, at their Early Redemption Amount as set out in the applicable Final Terms together with unpaid interest accrued to (but excluding) the date of redemption, at any time on the Issuer giving not less than the minimum period and not more than the maximum period of notice specified in the applicable Final Terms[24] to the Noteholders in accordance with Condition 12 (which notice shall be irrevocable), if, at any time after the Issue Date of the last Tranche of Notes an MREL Disqualification Event has occurred.

22 Senior Non-Preferred Notes and Senior Preferred Notes must not have a put option date earlier than one year after the Issue Date.

23 When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent.

24 When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent.

Prior to the publication of any notice of redemption pursuant to this Condition 6(g) in respect of Notes, the Issuer shall deliver to the Agent to make available at its specified office to the Noteholders a certificate signed by two Directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer to so redeem (including those set out in Condition 6(m) below) have occurred.

For the purposes of these Conditions:

An "**MREL Disqualification Event**" shall occur if, as a result of any amendment to, or change in, any Applicable MREL Regulations, or any change in the application or official interpretation of any Applicable MREL Regulations, in any such case becoming effective on or after the Issue Date of the last Tranche of Notes, the Issuer (after consultation with the Relevant Authority) determines that the Notes are:

(i) if "**MREL Disqualification Event –Full Exclusion**" is specified in the applicable Final Terms, fully excluded; or

(ii) if "**MREL Disqualification Event – Full or Partial Exclusion**" is specified in the applicable Final Terms, fully or partially excluded,

in each case, from the MREL Eligible Liabilities of the Issuer or the Resolution Group determined in accordance with, and pursuant to, the Applicable MREL Regulations; provided that an MREL Disqualification Event shall not occur:

(A) where the exclusion of the Notes from the relevant minimum requirement(s) is due to the remaining maturity of the Notes being less than any period prescribed by any applicable eligibility criteria for such minimum requirements under the Applicable MREL Regulations effective with respect to the Issuer or the Resolution Group on the Issue Date of the last Tranche of Notes; or

(B) as a result of any applicable limitation on the amount of liabilities of the Issuer that may qualify as MREL Eligible Liabilities of the Issuer or the Resolution Group

"**Applicable MREL Regulations**" means, at any time, the laws, regulations, requirements, guidelines, rules, standards and policies relating to the MREL Requirement then in effect and applicable to the Issuer or the Resolution Group including, without limitation to the generality of the foregoing, any delegated or implementing acts (such as regulatory technical standards) adopted by the European Commission and any regulations, requirements, guidelines, rules, standards and policies relating to the MREL Requirement adopted by the Relevant Authority from time to time (whether or not such regulations, requirements, guidelines, rules, standards or policies have force of law and whether or not they are applied generally or specifically to the Issuer or the Resolution Group);

"**MREL Eligible Liabilities**" means "eligible liabilities" (or any equivalent or successor term) which are available to meet any MREL Requirement (however called or defined by then Applicable MREL Regulations) of the Issuer or the Resolution Group under Applicable MREL Regulations;

"**MREL Requirement**" means the requirement for own funds and eligible liabilities, which is or, as the case may be, will be, applicable to the Issuer or the Resolution Group; and

"**Resolution Group**" means together the Issuer and those of its subsidiaries in respect of which the Issuer is required maintain a consolidated minimum amount of own funds and eligible liabilities.

(h) *Early Redemption Amounts*

For the purpose of Conditions 6(b), 6(c) and 6(e) above and Condition 9, the Notes will be redeemed at the Early Redemption Amount calculated as follows:

(i) in the case of Notes with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof; or

(ii) in the case of Notes (other than Zero Coupon Notes) with a Final Redemption Amount which is or may be less or greater than the Issue Price or which is payable in a Specified Currency other than that in which the Notes are denominated, at the amount specified in the applicable Final Terms or, if no such amount or manner is so specified in the Final Terms, at their nominal amount; or

(iii) in the case of Zero Coupon Notes, at an amount (the "**Amortised Face Amount**") calculated in accordance with the following formula:

Early Redemption Amount = RP x $(1 + AY)^y$

where:

"**RP**" means the Reference Price;

"**AY**" means the Accrual Yield expressed as a decimal; and

"**y**" is the Day Count Fraction specified in the applicable Final Terms which will be either (A) 30/360 (in which case the numerator will be equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (B) Actual/360 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (C) Actual/365 (in which case the numerator will be the actual number of days from (and including) the Issue Date of the first Tranche of Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable an the denominator will be 365).

(i) *Clean-up Call Option*

Subject to Condition 6(m), if (i) Clean-up Call Option is specified as being applicable in the applicable Final Terms and (ii) the Clean-up Call Minimum Percentage (or more) of the nominal amount outstanding of the Notes originally issued has been redeemed or purchased and subsequently cancelled in accordance with this Condition 6, the Issuer may, from (and including) the Clean-up Call Effective Date, having given not more than the maximum period nor less than minimum period of notice specified in the applicable Final Terms to the Noteholders in accordance with Condition 12 (which notice shall be irrevocable), at any time redeem all (but not some only) of the Notes then outstanding at the Clean-up Call Option Amount specified in the applicable Final Terms together, if appropriate, with unpaid interest accrued to (but excluding) the date of redemption.

For the purposes of this Condition 6(i), any further securities issued pursuant to Condition 14 so as to be consolidated and form a single Series with the Notes outstanding at that time will be deemed to have been originally issued.

Prior to the publication of any notice of redemption pursuant to this Condition 6(i) in respect of the Notes, the Issuer shall deliver to the Agent to make available at its specified office to the Noteholders a certificate signed by two Directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer to so redeem (including those set out in Condition 6(m) below) have occurred.

In these Conditions:

"**Clean-up Call Minimum Percentage**" means 75 per cent. or such other percentage specified in the applicable Final Terms; and

"**Clean-up Call Effective Date**" means (i) in the case of Senior Preferred Notes and Senior Non-Preferred Notes, the Issue Date of the first Tranche of the Notes and (ii) in the case of Subordinated Notes, the date specified in the applicable Final Terms or such earlier date as may be permitted under the Applicable MREL Regulations and/or the Applicable Banking Regulations (as applicable) from time to time.

(j) *Purchases*

The Issuer or any other Subsidiary of the Issuer may purchase Notes at any price in the open market or otherwise. Such Notes may be held, reissued, resold or, at the option of the Issuer, or the relevant Subsidiary, surrendered to the Agent for cancellation.

For the purpose of these Terms and Conditions, "**Subsidiary**" means any company which is for the time being a subsidiary (within the meaning of Section 736 of the Companies Act 1985) of the Issuer.

(k) *Cancellation*

All Notes which are redeemed will forthwith be cancelled in accordance with the applicable regulations of Interbolsa. All Notes so cancelled shall not be capable of being reissued or resold.

(l) *Late Payment on Zero Coupon Notes*

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to Conditions 6(a), 6(b), 6(c), 6(d) or 6(f) above or upon its becoming due and repayable as provided in Condition 9 is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in Condition 6(h)(iii) above as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and repayable were replaced by references to the date which is the earlier of:

(i) the date on which all amounts due in respect of such Zero Coupon Note have been paid; and

(ii) the fifth day after the date on which the full amount of the monies payable has been received by the Agent and notice to that effect has been given to the Noteholder either in accordance with Condition 12 or individually.

(m) *Further Provisions Applicable to Redemption and Purchases of Subordinated Notes, Senior Non-Preferred Notes and Senior Preferred Notes*

Notwithstanding the foregoing, the Issuer shall not be permitted to redeem or purchase any Subordinated Notes, Senior Non-Preferred Notes or Senior Preferred Notes issued by it prior to the Maturity Date unless the following conditions (in each case, if and to the extent then required by Applicable Banking Regulations or Applicable MREL Regulations, as applicable) are satisfied:

(i) the Issuer has given any requisite notice to the Relevant Authority and has obtained the Relevant Authority's prior permission or non-objection to the redemption or purchase (as the case may be) of the Notes;

(ii) such redemption or purchase (as the case may be) complies with Applicable Banking Regulations or Applicable MREL Regulations, as applicable;

(iii) in case of Subordinated Notes only, in the case of any redemption of Notes pursuant to Condition 6(b) or Condition 6(c), the Issuer has demonstrated to the satisfaction of the Relevant Authority (A) that the circumstances giving rise to the Capital Event or the right to redeem under Condition 6(c) were not reasonably foreseeable as at the Issue Date of the most recent Tranche of the Notes and that the change in the applicable regulatory classification is sufficiently certain or, (B) in the case of Condition 6(b), that the change in the applicable tax treatment is material and was not reasonably foreseeable as at the Issue Date of the most recent Tranche of the Notes; and

(iv) in case of Subordinated Notes only, Notes may be purchased or redeemed by the Issuer prior to the fifth anniversary of the Issue Date only if then permitted by Applicable Banking Regulations and authorised by the Relevant Authority.

(n) *Substitution and Variation of Subordinated Notes*

This Condition 6(n) applies only to Subordinated Notes and references in this Condition 6(n) to "Notes" and "Noteholders" shall be construed accordingly.

If "Substitution and Variation" is specified as being applicable in the relevant Final Terms, and a Capital Event or any of the events described in Condition 6(b) has occurred and is continuing, or in order to ensure the effectiveness and enforceability of Condition 16(d), the Issuer (in its sole discretion but subject as set out below), having given not more than the maximum period of notice nor less than the minimum period of notice specified in the applicable Final Terms (which notice shall be irrevocable) to the Noteholders in accordance with Condition 12, may, without any requirement for the consent or approval of the Noteholders, either substitute all (but not some only) of the Notes for, or vary the terms of the Notes (including changing the governing law of Condition 16(d) from English law to Portuguese law or any other European law that, after consultation with the Relevant Authority, the Issuer considers allows the Subordinated Notes to remain or become Tier 2 Compliant Notes) so that the Notes remain or, as appropriate, become, Tier 2 Compliant Notes. Upon the expiry of such notice, the Issuer shall either vary the terms of the Notes or, as the case may be, substitute the Notes in accordance with this Condition 6(n).

In connection with any substitution or variation in accordance with this Condition 6(n), the Issuer shall comply with the rules of any stock exchange on which such Notes are for the time being listed or admitted to trading.

Any substitution or variation in accordance with this Condition 6(n) is subject to the following conditions:

(i) such substitution or variation must be permitted by, and conducted in accordance with, any applicable requirement of the Relevant Authority or under the Applicable Banking Regulations (including, without limitation, any required approvals); and

(ii) such substitution or variation shall not result in any event or circumstance which at or around that time gives the Issuer a redemption right in respect of the Notes.

As used herein:

(A) "**Rating Agency**" means each of Moody's Investors Service España, S.A., S&P Global Ratings Europe Limited and Fitch Ratings Limited and each of their respective affiliates or successors and any entity that is part of DBRS Group and any successor to the relevant rating agency; and

(B) "**Tier 2 Compliant Notes**" means securities that comply with the following:

(1) are issued by the Issuer or any wholly-owned direct or indirect subsidiary of Issuer with a subordinated guarantee of such obligations by the Issuer;

(2) rank equally with the ranking of the relevant Notes;

(3) other than in the case of a change to the governing law of Condition 16(d) to Portuguese law (or other such law as set out above) in order to ensure the effectiveness and enforceability of Condition 16(d), have terms not materially less favourable to Noteholders than the terms of the relevant Notes (as reasonably determined by the Issuer in consultation with an independent adviser of recognised standing);

(4) (without prejudice to (3) above) (i) contain terms such that they comply with the applicable regulatory capital requirements in relation to Tier 2 instruments pursuant to Applicable Banking Regulations; (ii) bear the same rate of interest from time to time applying to the relevant Notes and preserve the same Interest Payment Dates; (iii) do not contain terms providing for mandatory deferral or cancellation of payments of interest and/or principal; (iv) preserve the obligations (including the obligations arising from the exercise of any right) of the Issuer as to redemption of the relevant Notes, including (without limitation) as to timing of, and amounts payable upon, such redemption; (v) do not contain terms providing for loss absorption through principal write-down or conversion to ordinary shares (but without prejudice to any acknowledgement of statutory resolution powers substantially similar to Condition 16(d)); and (vi) preserve any existing rights to any accrued and unpaid interest and any other amounts payable under the relevant Notes which has accrued to Noteholders and not been paid;

(5) are listed on the same stock exchange or market (if any) as the relevant Notes; and

(6) where the relevant Notes which have been substituted or varied had a published rating solicited by the Issuer from one or more Rating Agencies immediately prior to their substitution or variation, benefit from (or will, as announced by

each such Rating Agency, benefit from) an equal or higher published rating from each such Rating Agency as that which applied to the relevant Notes, unless any downgrade is solely attributable to a change to the governing law of Condition 16(d) in order to ensure the effectiveness and enforceability of Condition 16(d).

(o) *Substitution and Variation of Senior Non-Preferred Notes and Senior Notes*

This Condition 6(o) applies only to Senior Non-Preferred Notes or Senior Notes and references in this Condition 6(o) to "Notes" and "Noteholders" shall be construed accordingly.

If "Substitution and Variation" is specified as being applicable in the relevant Final Terms, and an MREL Disqualification Event has occurred and is continuing, or in order to ensure the effectiveness and enforceability of Condition 16(d)), the Issuer (in its sole discretion but subject as set out below), having given not more than the maximum period of notice nor less than the minimum period of notice specified in the applicable Final Terms (which notice shall be irrevocable) to the Noteholders in accordance with Condition 12, may, without any requirement for the consent or approval of the Noteholders, either substitute all (but not some only) of the Notes for, or vary the terms of the Notes (including changing the governing law of Condition 16(d) from English law to Portuguese law or any other European law that, after consultation with the Relevant Authority, the Issuer considers allows the Senior Non-Preferred Notes to remain or become MREL Compliant Notes) so that the Notes remain or, as appropriate, become, MREL Compliant Notes. Upon the expiry of such notice, the Issuer shall either vary the terms of the Notes or, as the case may be, substitute the Notes in accordance with this Condition 6(o).

In connection with any substitution or variation in accordance with this Condition 6(o), the Issuer shall comply with the rules of any stock exchange on which such Notes are for the time being listed or admitted to trading.

Any substitution or variation in accordance with this Condition 6(o) is subject to the following conditions:

(i) such substitution or variation must be permitted by, and conducted in accordance with, any applicable requirement of the Relevant Authority or under the Applicable MREL Regulations (including, without limitation, any required approvals or non-objections); and

(ii) such substitution or variation shall not result in any event or circumstance which at or around that time gives the Issuer a redemption right in respect of the Notes.

As used herein:

(A) "**Rating Agency**" means each of Moody's Investors Service España, S.A., S&P Global Ratings Europe Limited and Fitch Ratings Limited and each of their respective affiliates or successors and any entity that is part of DBRS Group and any successor to the relevant rating agency; and

(B) "**MREL Compliant Notes**" means securities that comply with the following:

(1) are issued by the Issuer;

(2) rank equally with the ranking of the relevant Notes;

(3) other than in the case of a change to the governing law of Condition 16(d) to Portuguese law (or other such law as set out above) in order to ensure the effectiveness and enforceability of Condition 16(d), have terms not materially less favourable to Noteholders than the terms of the relevant Notes (as reasonably determined by the Issuer in consultation with an independent adviser of recognised standing);

(4) (without prejudice to (3) above) (i) contain terms such that they comply with Applicable MREL Regulations; (ii) bear the same rate of interest from time to time applying to the relevant Notes and preserve the same Interest Payment Dates; (iii) do not contain terms providing for mandatory deferral or cancellation of payments of interest and/or principal; (iv) preserve the obligations (including the obligations arising from the exercise of any right) of the Issuer as to redemption of the relevant Notes, including (without limitation) as to timing of, and amounts payable upon, such redemption; (v) do not contain terms providing for loss absorption through principal write-down or conversion to ordinary shares (but without prejudice to any acknowledgement of statutory resolution powers substantially similar to Condition 16(d)); and (vi) preserve any existing rights to any accrued and unpaid interest and any other amounts payable under the relevant Notes which has accrued to Noteholders and not been paid;

(5) are listed on the same stock exchange or market (if any) as the relevant Notes; and

(6) where the relevant Notes which have been substituted or varied had a published rating solicited by the Issuer from one or more Rating Agencies immediately prior to their substitution or variation, benefit from (or will, as announced by each such Rating Agency, benefit from) an equal or higher published rating from each such Rating Agency as that which applied to the relevant Notes, unless any downgrade is solely attributable to a change to the governing law of Condition 16(d) in order to ensure the effectiveness and enforceability of Condition 16(d).

7. Taxation

(a) All payments of principal and interest in respect of the Notes by the Issuer will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of any Tax Jurisdiction unless such withholding or deduction is required by law. In such event, the Issuer will pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Notes after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes in the absence of such withholding or deduction; except that no such additional amounts shall be payable with respect to any Note:

(i) presented for payment by or on behalf of, a Noteholder who is liable for such taxes or duties in respect of such Note by reason of the Noteholder having some connection with a Tax Jurisdiction other than the mere holding of such Note; and/or

(ii) presented for payment by or on behalf of a Noteholder who is able to avoid such withholding or deduction by making a declaration of non-residence or other claim for exemption to the relevant tax authority; and/or

(iii) presented for payment by or on behalf of, a Noteholder in respect of whom the information and documentation (which may include certificates) required in order to comply with the special regime approved by Decree-Law No. 193/2005, of 7 November 2005 as amended from time to time, and any implementing legislation, is not received before the Relevant Date; and/or

(iv) presented for payment by or on behalf of, a Noteholder (A) in respect of whom the information and documentation required by Portuguese law in order to comply with any applicable tax treaty is not received by the Issuer or by the Agent directly from the relevant Noteholder before the date by which such documentation is to be provided to the Issuer under Portuguese law, and (B) who is resident in one of the contracting states; and/or

(v) presented for payment by or on behalf of a Noteholder resident in a tax haven jurisdiction as defined in Ministerial Order No. 150/2004, of 13 February 2004, as amended from time to time, with the exception of (i) central banks and governmental agencies as well as international institutions recognised by the Relevant Jurisdiction of those tax havens and (ii) residents in tax havens which have a double taxation treaty in force or a tax information exchange agreement in force with Portugal, provided that all procedures and all information required under Decree-Law no. 193/2005 regarding (i) and (ii) above are complied with ; and/or

(vi) presented for payment more than 30 days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth day assuming that day to have been a Payment Day (as defined in Condition 5(c)); and/or

(vii) where such withholding or deduction is required to be made pursuant to Sections 1471 through 1474 of the Code or any regulations or agreements thereunder, official interpretations thereof, or law implementing an intergovernmental approach thereto; and/or

(viii) presented for payment into an account held on behalf of undisclosed beneficial owners where such beneficial owners are not disclosed for purposes of payment and such disclosure is required by law.

As used herein:

(A) "**Tax Jurisdiction**" means Portugal or any political subdivision or any authority thereof or therein having power to tax or any other jurisdiction or any political subdivision or any authority thereof or therein having power to tax to which the Issuer becomes subject in respect of payments made by it of principal and interest on the Notes; and

(B) the "**Relevant Date**" means the date on which such payment first becomes due, except that, if the full amount of the monies 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 monies having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 12.

(b) This Condition 7(b) shall only apply to Subordinated Notes and, if Condition 7(b) is specified as "Applicable" in the applicable Final Terms, to Senior Non-Preferred Notes and Senior Notes. Notwithstanding Condition 7(a), any obligation to pay additional amounts provided for therein will be limited to payments of interest in respect of Subordinated Notes and, if Condition 7(b)

is specified as "Applicable" in the applicable Final Terms, the relevant Senior Non-Preferred Notes or (as applicable) the relevant Senior Notes.

8. Prescription

The Notes will become void unless presented for payment within a period of 10 years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in Condition 7(a)) therefor.

9. Events of Default

(a) *Events of Default relating to certain Senior Notes*

If the Notes are specified as Senior Notes in the applicable Final Terms and the applicable Final Terms specify that this Condition 9(a) is "Applicable" and if any one or more of the following events (each an "**Event of Default**") shall occur:

(i) default is made for a period of 14 days or more in the payment of any principal or interest due in respect of the Notes or any of them after the due date therefor; or

(ii) the Issuer fails to perform or observe any of its other obligations in respect of the Notes or under the Instrument and except where such default is not capable of remedy where no such continuation or notice as is hereinafter referred to will be required) such failure continues for the period of 30 days after notice has been given to the Issuer by a Noteholder requiring the same to be remedied; or

(iii) the repayment of any indebtedness owing by the Issuer is accelerated by reason of default and such acceleration has not been rescinded or annulled, or the Issuer defaults (after whichever is the longer of any originally applicable period of grace and 14 days after the due date) in any payment of any indebtedness or in the honouring of any guarantee or indemnity in respect of any indebtedness provided that no such event referred to in this sub-paragraph (iii) shall constitute an Event of Default unless the indebtedness whether alone or when aggregated with other indebtedness relating to all (if any) other such events which shall have occurred shall exceed USD 25,000,000 (or its equivalent in any other currency or currencies) or, if greater, an amount equal to 1% of the Issuer's Shareholders' Funds (as defined below); or

(iv) any order shall be made by any competent court or an effective resolution passed for the winding-up or dissolution of the Issuer (other than for the purpose of an amalgamation, merger or reconstruction previously approved by an Extraordinary Resolution of the Noteholders); or

(v) the Issuer shall cease to carry on the whole or substantially the whole of its business (other than for the purpose of an amalgamation, merger or reconstruction previously approved by an Extraordinary Resolution of the Noteholders); or

(vi) the Issuer shall stop payment or shall be unable to, or shall admit inability to, pay its debts as they fall due, or shall be adjudicated or found bankrupt or insolvent by a court of competent jurisdiction or shall make a conveyance or assignment for the benefit of, or shall enter into any composition or other arrangement with, its creditors generally; or

(vii) the Issuer sells, transfers, lends or otherwise disposes of the whole or a substantial part of its undertaking or assets (including shareholdings in its Subsidiaries or associated

companies) and such disposal is substantial in relation to the assets of the Issuer and its Subsidiaries as a whole, other than selling, transferring, lending or otherwise disposing on an arm's length basis

then, any Noteholder may give notice to the Issuer and to the Agent at their respective specified offices, effective upon the date of receipt thereof by the Agent, that the Notes held by such Noteholder(s) are, and they shall accordingly thereby forthwith become, immediately due and repayable at their Early Redemption Amount (as described in Condition (h) together with accrued interest (as provided in the Instrument)).

As used above, "**Issuer's Shareholders' Funds**" means, at any relevant time, a sum equal to the aggregate of the Issuer's shareholders' equity as certified by the Directors of the Issuer.

(b) *Events of Default and Enforcement relating to Subordinated Notes, Senior Non-Preferred Notes and certain Senior Notes*

This Condition 9(b) applies only to Subordinated Notes, Senior Non-Preferred Notes and Senior Notes in respect of which the applicable Final Terms specify that this Condition 9(b) is "Applicable" and in this Condition 9(b) references to "Notes" shall be construed accordingly.

(i) Events of Default

If the Notes are specified as Subordinated Notes or Senior Non-Preferred Notes in the applicable Final Terms or, if the Notes are specified as Senior Notes in the applicable Final Terms and the applicable Final Terms specify that this Condition 9(b) is "Applicable", any one or more of the following events shall constitute an "**Event of Default**".

(A) If the Issuer does not make a payment for a period of 14 days or more in respect of the Notes or any of them after the due date therefor, then any Noteholder may in accordance with, and to the extent permitted by, then applicable law institute (or apply for the institution of) proceedings for the winding-up of the Issuer, but may take no other action in respect of such default.

(B) If any order shall be made by any competent authority or an effective resolution passed for the winding-up or dissolution of the Issuer (other than for the purposes of an amalgamation, merger or reconstruction on terms previously approved by an Extraordinary Resolution of the Noteholders), then any Noteholder may (X) prove and/or claim in such winding-up or dissolution and (Y) give notice to the Issuer and to the Agent at their respective specified offices, effective upon the date of receipt thereof by the Agent that the Notes held by such Noteholder(s) are, and they shall accordingly thereby forthwith become, immediately due and repayable at their Early Redemption Amount (as described in Condition (h)) together with accrued interest (as provided in the Instrument).

(ii) Enforcement

Without prejudice and subject to Condition 9(b)(i), and in accordance with and to the extent permitted by then applicable law, a Noteholder may at its discretion and without notice institute (or apply for the institution of) such steps, actions or proceedings against the Issuer as it may think fit to enforce any term or condition binding on the Issuer under the Notes (other than any payment obligation of the Issuer under or arising

from the Notes, including, without limitation, payment of any principal or interest in respect of the Notes, including any damages awarded for breach of any obligations), *provided that*, in no event shall the Issuer be obliged to pay any sum or sums, in cash or otherwise, sooner than the same would otherwise have been payable by it pursuant to these Conditions (other than in the circumstances described in Condition 9(b)(i)(B)). For the avoidance of doubt, nothing in this Condition 9(b)(ii) shall, however, prevent a Noteholder from instituting (or applying for the institution of) proceedings for the winding-up of the Issuer (in accordance with and to the extent permitted by then applicable law) and/or proving and/or claiming in any winding-up or dissolution proceedings of the Issuer in respect of any payment obligations of the Issuer arising from the Notes in the circumstances described in Condition 9(b)(i).

(iii) Extent of Noteholders' remedy

No remedy against the Issuer, other than as referred to in this Condition 9(b), shall be available to the Noteholders, whether for the recovery of amounts owing in respect of the Notes or in respect of the Instrument or any breach by the Issuer of any of its other obligations under or in respect of the Notes or the Instrument.

10. Form and transfer of Notes generally

Notes held through accounts of Affiliate Members of Interbolsa will be represented in dematerialised book entry form ("*forma escritural*") and will be "*nominativas*" (i.e. Interbolsa, at the Issuer's request, can ask the Affiliated Members for information regarding the identity of the Noteholders and transmit such information to the Issuer). Notes shall not be issued in physical form. Notes will be registered in the relevant issue account opened by the Issuer with Interbolsa and will be held in control accounts by the Affiliate Members of Interbolsa on behalf of the relevant Noteholders. Such control accounts will reflect at all times the aggregate number of Notes held in the individual securities accounts opened by the clients of the Affiliate Members of Interbolsa (which may include Euroclear and Clearstream, Luxembourg). The transfer of Notes and their beneficial interests will be made through Interbolsa.

11. Agent

The name of the initial Agent and its initial specified office is set out below. If any additional agents are appointed in connection with any Series, the names of such agents will be specified in the applicable Final Terms.

The Issuer is entitled to vary or terminate the appointment of any agent and/or appoint additional or other agents and/or approve any change in the specified office through which any agent acts, provided that there will at all times be an Agent.

Banco Comercial Português, S.A. will be the Agent.

In acting under the Agency Terms, the Agent acts solely as agent of the Issuer, and does not assume any obligation or relationship of agency or trust to or with the Noteholders, except that (without affecting the obligations of the Issuer to the Noteholders to repay Notes and pay interest thereon) any funds received by the Agent for the payment of the principal of or interest on the Notes shall be held by it on trust for the Noteholders until the expiry of the period of prescription specified in Condition 8. The Agency Terms contains provisions for the indemnification of the Agent and for its relief from responsibility in certain circumstances and entitles it to enter into business transactions with the Issuer and any of its Subsidiaries without being liable to account to the Noteholders for any resulting profit.

12. Notices

All notices regarding the Notes shall be valid if published on the website of the Issuer (being, as at the date hereof, www.millenniumbcp.pt) and (so long as the relevant Notes are admitted to trading on, and listed on the official list of, Euronext Dublin), any notice shall also be published in accordance with any relevant listing rules. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any other stock exchange (or any other relevant authority) on which the Notes are for the time being listed, including publication on the website of the relevant stock exchange or relevant authority if required by those rules. Any such notice will be deemed to have been given on the date of publication or, if published more than once or on different dates, on the date of the first publication.

Notices to be given by any Noteholder shall be in writing and given by lodging the same with the Agent.

The Issuer shall also comply with the requirements of Interbolsa and of Portuguese law generally in respect of notices relating to Notes.

13. Meetings of Noteholders, Modification and Waiver

The Instrument contains provisions for convening meetings (including by way of conference call or by use of a videoconference platform) of the Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of any of the provisions of the Notes. A meeting convened pursuant to the provisions of the Instrument, may be convened by the Issuer and should be convened by the Issuer upon a requisition by Noteholders holding not less than one-tenth in nominal amount of the Notes for the time being remaining outstanding. The quorum at any such meeting for passing an Extraordinary Resolution will be one or more persons holding or representing not less than a clear majority in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the nominal amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Notes (including, amongst other things, modifying the date of maturity of the Notes or any date for payment of interest thereon, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Notes or altering the currency of payment of the Notes) or certain provisions of the Instrument, as the case may be, the necessary quorum for passing an Extraordinary Resolution will be one or more persons holding or representing not less than two-thirds, or at any adjourned such meeting not less than one-third, in nominal amount of the Notes for the time being outstanding. An Extraordinary Resolution passed by the Noteholders will be binding on all the Noteholders, whether or not they are present at any meeting.

The Agent and the Issuer may, without the consent of the Noteholders (and by acquiring the Notes, the Noteholders agree that the Agent and the Issuer may, without the consent of the Noteholders) make any modification to the provisions of these Terms and Conditions or the Instrument which: (i) is not prejudicial to the interests of the Noteholders; (ii) is of a formal, minor or technical nature; (iii) is made to correct a manifest or proven error; or (iv) is to comply with mandatory provisions of any applicable law or regulation. Any such modification so made shall be binding on all Noteholders and shall be notified to the Noteholders in accordance with Condition 12 as soon as practicable after it has been agreed. Notwithstanding the foregoing, any modification of the Terms and Conditions of any Subordinated Notes, Senior Non-Preferred Notes or Senior Preferred Notes will be subject to the consent of the Relevant

Authority (in each case, if and to the extent then required by Applicable Banking Regulations or Applicable MREL Regulations, as applicable).

14. Further Issues

The Issuer shall be at liberty from time to time without the consent of the Noteholders to create and issue further notes having terms and conditions the same as the Notes or the same in all respects save for the amount and date of the first payment of interest thereon and so that the same shall be consolidated and form a single Series with the outstanding Notes.

15. Contracts (Rights of Third Parties) Act 1999

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Note, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

16. Governing law, submission to jurisdiction and acknowledgement of Portuguese Statutory Loss Absorption Powers

(a) The Agency Terms, the Notes (except Conditions 2(b) and 2(c)) and any non-contractual obligations arising out of or in connection with the Agency Terms and the Notes are governed by and shall be construed in accordance with, English law save that the form ("*representação formal*") and transfer of the Notes, creation of security over the Notes and the Interbolsa procedures for the exercise of rights under the Notes are governed by, and shall be construed in accordance with, Portuguese law. Conditions 2(b) and 2(c) are governed by, and shall be construed in accordance with, Portuguese law. In each case, the application of such governing law shall be without prejudice to the applicability, under the conflicts rules applicable in the relevant forum, in the light of such submission, of Portuguese law. The foregoing is subject to the right of the Issuer pursuant to Condition 6 to change the governing law of Condition 16(d) in accordance with the terms of Condition 6(n) and (o).

(b) The Issuer has in the Instrument irrevocably agreed, for the exclusive benefit of the Noteholders that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with the Instrument and/or the Notes (including a dispute relating to any non-contractual obligations arising out of or in connection with the Instrument and/or the Notes) and that accordingly any suit, action or proceedings (together referred to as "**Proceedings**") arising out of or in connection with the Instrument and/or the Notes (including a dispute relating to any non-contractual obligations arising out of or in connection with the Instrument and/or the Notes) may be brought in such courts.

(c) The Issuer has in the Instrument irrevocably waived any objection which it may have now or hereafter to the laying of the venue of any such Proceedings in any such court and any claim that any such Proceedings have been brought in an inconvenient forum and has further irrevocably agreed that a judgement in any such Proceedings brought in the English courts shall be conclusive and binding upon it and may be enforced in the courts of any other competent jurisdiction. To the extent allowed by law, the Noteholders may take (i) Proceedings in any other court of any Member State in accordance with the Brussels Ia Regulation or of states that are parties to the Lugano II Convention; and (ii) concurrent Proceedings in any number of the jurisdictions.

As used herein:

"**Brussels Ia Regulation**" means Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, as amended;

"**Lugano II Convention**" means the Convention on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, signed on 30 October 2007; and

"**Member State**" means any member state of the European Union.

(d) Notwithstanding any other term of the Notes or any other agreement, arrangement or understanding between the Issuer and the Noteholders, by its subscription and/or purchase and holding of the Notes, each Noteholder (which for the purposes of this Condition 16(d) includes each holder of a beneficial interest in the Notes) acknowledges, accepts, consents and agrees:

(i) to be bound by the effect of the exercise of the Bail-in Power by the Relevant Resolution Authority, which shall be notified by the Issuer in accordance with Condition 12 (Notices) (it being understood, for the avoidance of doubt, that any delay or failure to give such notice shall not affect the validity and enforceability of the Bail-in Power nor its effects on the Notes described in these Conditions) and may include and result in any of the following, or some combination thereof:

(A) the reduction of all, or a portion, of the Amounts Due on a permanent basis;

(B) the conversion of all, or a portion, of the Amounts Due into shares, other securities or other obligations of the Issuer or another person (and the issue to the holder of such shares, securities or obligations), including by means of an amendment, modification or variation of the terms of the Notes, in which case the Noteholder agrees to accept in lieu of its rights under the Notes any such shares, other securities or other obligations of the Issuer or another person;

(C) the cancellation of the Notes or Amounts Due; or

(D) the amendment or alteration of the maturity of the Notes or amendment of the Interest Amount payable on the Notes, or the date on which the interest becomes payable, including by suspending payment for a temporary period;

(ii) that the terms of the Notes are subject to, and may be varied, if necessary, to give effect to, the exercise of the Bail-in Power by the Relevant Resolution Authority;

(iii) for the avoidance of doubt, no exercise of the Bail-in Power by the Relevant Resolution Authority shall be deemed to constitute an Event of Default or otherwise constitute non-performance of a contractual obligation or entitle the Noteholders to any remedies (including equitable remedies), which are hereby expressly waived; and

(iv) that the matters described in this Condition 16(d) are exhaustive on the matters described therein, to the exclusion of any other agreements, arrangements or understandings between the Issuer and any Noteholder.

In these Terms and Conditions:

"Amounts Due" means the principal amount, together with any accrued but unpaid interest, and any additional amounts referred to in Condition 7(a), if any, due on the Notes. References to such amounts will include amounts that have become due and payable, but which have not been paid, prior to the exercise of the Bail-in Power by the Relevant Resolution Authority.

"Bail-in Power" means any power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in Portugal, relating to (i) the transposition of the BRRD, (ii) Regulation (EU) No. 806/2014 of the European Parliament and of the Council of 15 July 2014, establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of the Single Resolution Mechanism and the Single Resolution Fund and amending Regulation (EU) No. 1093/2010 (as amended or superseded from time to time) and (iii) the instruments, rules and standards created thereunder, pursuant to which any obligation of certain entities as set out in such law, regulation, rules or requirements can be reduced, cancelled, suspended, modified, or converted into shares, other securities, or other obligations.

"BRRD" means Directive 2014/59/EU of 15 May establishing the framework for the recovery and resolution of credit institutions and investment firms or such other directive as may come into effect in place thereof, as implemented in Portugal, as amended or replaced from time to time and including any other relevant implementing regulatory provisions.

"Relevant Resolution Authority" means any authority lawfully entitled to exercise or participate in the exercise of any Bail-in Power from time to time.

(e) The Issuer *has* in the Instrument appointed the London Representative Office of Banco Comercial Português, S.A. at 3rd Floor, 63 Queen Victoria Street, London EC4V 4UA for the time being as its agent for service of process in England in respect of any Proceedings and has undertaken that in the event of it ceasing so to act it will appoint another other person for that purpose.

USE OF PROCEEDS

The net proceeds from each issue of Notes will be applied by the Issuer for its general corporate purposes, which include making a profit, or as otherwise stated in Part B of the applicable Final Terms under "*Reasons for the offer*".

In particular, if specified in the relevant Final Terms, the Issuer intends to apply an amount equal to the net proceeds from an offer of Notes specifically for projects with environmental benefits, social benefits or both. Such Notes may also be referred to as "**ESG Notes**". Such Notes are not issued as European Green Bonds in accordance with Regulation 2023/2631(the **EuGB Regulation**).

ESG Framework

The ESG Framework has the objective to ensure transparency and quality of the Issuer's ESG bonds. It is therefore aligned with the four core components of the Green Bond Principles (2018), Social Bond Principles (2020) and Sustainability Bond Guidelines (2018) published by the International Capital Markets Association, as follows (and as further described in Sections 3.1 to 3.4 (pages 5-11) of the ESG Framework):

1. Use of Proceeds: it establishes the criteria to elect, and the categories of, green or social assets, in which the funds can be allocated.

2. Process for Project Evaluation and Selection: it describes the process of selection of assets, which business units are responsible for the selection and allocation of proceeds and how regularly they should meet.

3. Management of Proceeds: it establishes how the proceeds will be managed and allocated.

The Issuer will adopt a portfolio approach, ensuring that the nominal amount of Eligible Green Assets, Eligible Social Assets or Eligible Green and Social Assets (all as defined below) in the portfolio is higher than the total nominal amount of green Notes (**"Green Notes"**), social Notes (**"Social Notes"**) and sustainability Notes (**"Sustainability Notes"**) outstanding.

The Issuer intends to i) allocate an amount equal to the net proceeds from any issue of Green Notes for the purposes of the financing and/or refinancing, of loans and/or investments with environmental benefits (**"Eligible Green Assets"**), ii) allocate an amount equal to the net proceeds from any issue of Social Notes for the purposes of the financing and/or refinancing, of loans and/or investments with social benefits (**"Eligible Social Assets"**) and iii) allocate an amount equal to the net proceeds from any issue of Sustainability Notes for the purposes of the financing and/or refinancing, loans and/or investments with a mix of environmental and social benefits (**"Eligible Green and Social Assets"**), as described in the Green, Social and Sustainability Bond Framework dated May 2021 (the **"ESG Framework"**) published at https://ind.millenniumbcp.pt/pt/Institucional/investidores/Documents/ESGBonds/Framework.pdf (as amended, supplemented or otherwise updated from time to time).

Pending the full allocation of the net proceeds as described above, or in case of insufficient Eligible Green Assets, Eligible Social Assets or Eligible Green and Social Assets, the Issuer will invest the balance of the net proceeds in cash, cash equivalent, socially responsible investing (SRI) funds and/or other liquid marketable instruments as per the Issuer's general internal liquidity management policy.

In case part of the net proceeds of any issue of Green Notes, Social Notes or Sustainability Notes is allocated to financing new origination, it is the Issuer's intention to do it within thirty-six months from their issuance.

4. Reporting: it sets two types of reporting (allocation report and impact report), the respective data to be reported and the link where will this information be available.

The ESG Framework will not be, and shall not be deemed to be, incorporated in and/or form part of this Offering Circular.

DESCRIPTION OF THE BUSINESS OF THE GROUP

Group Overview

The Millennium bcp Group (the "**Group**") is one of the largest privately owned banking groups based in Portugal, in terms of assets, credit and deposits. The Group offers a wide range of banking products and related financial services, both in Portugal and internationally, namely current accounts, instruments of payment, savings and investment products, mortgage loans, consumer credit, commercial banking, leasing, factoring, insurance, private banking and asset management, among others, and its customers are served on a segmented basis. Internationally, the Group has significant operations in Poland, Angola (consolidated by the equity method) and Mozambique. In addition, the Bank has a presence in Macao.

In accordance with IFRS as endorsed by the European Union, the Group had, at the end of December 2024, total assets in the amount of EUR 102.1 billion and total customer funds (including customer deposits, debt securities, assets under management, assets placed with customers and insurance products (savings and investments)) in the sum of EUR 102.9 billion. Loans to customers (gross) amounted to EUR 57.2 billion (of which EUR 55.4 billion were recorded in the caption "Financial assets at amortised cost – Loans to customers", EUR 1.8 billion were recorded in the caption "Debt securities held associated with credit operations" and EUR 3 million (gross amount without considering fair value adjustments) were recorded in the caption "Financial assets not held for trading mandatorily at fair value through profit or loss – Loans and advances to customers at fair value"). According to the interpretation of the CRD IV and CRR, CET1 fully-implemented ratio reached 16.3%, as at 31 December 2024. Based on the latest available data from Banco de Portugal, the Group accounted for 15.7% of loans to customers (gross) and 18.8% of deposits in the Portuguese banking sector on 31 December 2024.

In addition, on 31 December 2024, the Bank was one of the largest companies listed on Euronext Lisbon in terms of market capitalisation (EUR 7.0 billion).

The Bank is registered with the Commercial Registry Office of Oporto under the sole commercial registration and tax identification number 501 525 882 and its registered offices are located at Praça Dom João I, 28, 4000–295 Oporto, with telephone number +351 211 134 001 and website www.millenniumbcp.pt/en.

The Bank operates notably under the Portuguese Companies Code and the Banking Law. See "*Legislation regulating the activity of the Bank*" below.

Bank History

BCP was incorporated on 17 June 1985 as a limited liability company ("sociedade anónima") organised under the Portuguese laws, following the deregulation of the Portuguese banking industry. BCP was founded by a group of over 200 shareholders and a team of experienced banking professionals who sought to capitalise on the opportunity to form an independent financial institution that would serve the then underdeveloped Portuguese financial market more effectively than state-owned banks.

While the Bank's development was initially characterised by organic growth, a series of strategic acquisitions helped to solidify its position in the Portuguese market and increase its offering of financial products and services. In March 1995, BCP acquired control of Banco Português do Atlântico, S.A. ("Atlântico"), which was then the largest private sector bank in Portugal. This was followed by a joint takeover bid for the whole share capital of Atlântico. In June 2000, Atlântico was merged into BCP. In 2000, BCP also acquired Império, along with Banco Mello and Banco Pinto & Sotto Mayor.

In 2004, with a view of strengthening its focus on the core business of distribution of financial products and optimising capital consumption, BCP sold insurers Império Bonança, Seguro Directo, Impergesto and Servicomercial to the Caixa Geral de Depósitos group. BCP also entered into agreements with Fortis (now named Ageas) for the sale of a controlling stake and management control of insurers Ocidental - Companhia Portuguesa de Seguros, S.A., Ocidental - Companhia Portuguesa de Seguros de Vida, S.A. and Médis - Companhia Portuguesa de Seguros de Saúde, S.A., as well as the pension fund manager PensõesGere - Sociedade Gestora de Fundos de Pensões, S.A..

In 2004, the Bank sold its non-life insurance businesses and divested a portion of its life insurance business by entering into a joint venture with Ageas (formerly Fortis), named Millenniumbcp Ageas, of which 51% is held by Ageas and 49% by the Bank.

After the consolidation of its position in the Portuguese banking market, the Bank focused on the development of its retail business in new regions, with the goal of attaining significant positions in emerging markets in Europe and in Africa. The Bank concentrated on businesses with strong growth prospects in foreign markets with a close historical connection to Portugal or that have large communities of Portuguese origin (such as Angola, Mozambique, the United States, Canada, France, Luxembourg and Macao), as well as in markets where the Bank's successful Portuguese business model could be effectively exported to and tailored to suit such local markets (such as Poland, Greece and Romania).

The Bank has pursued a consistent strategy of market segmentation. Until 2003, these segments were served through autonomous distribution networks operating under a variety of brand names. In October 2003, BCP began the process of replacing these brands in Portugal with a single brand name: Millennium bcp. The rebranding in other markets was completed in 2006. All banking operations controlled by BCP are now carried out under the "Millennium" brand. In Portugal, the Group also operates under the "ActivoBank" brand.

In recent years, the Bank has refocused on operations that it considers core to its business. As part of this refocus, the Bank divested several of its international operations (in France, Luxembourg, United States, Canada, Greece, Turkey and Romania), while retaining commercial protocols to facilitate remittances from Portuguese emigrants in some markets. In 2010, the Bank transformed its Macao off-shore branch into an on-shore branch.

In February 2012, the Bank adopted a management restructuring through the introduction of a one-tier management and supervisory model, in which the Board of Directors includes an Executive Committee and an Audit Committee (the latter comprising non-executive members, and with a majority of independent members, in accordance with the applicable law).

In December 2012, the Bank prepared and presented to the Portuguese government a Restructuring Plan, required by national law and by the applicable European rules on matters of state aid. The Restructuring Plan was formally submitted by the Portuguese government to the European Commission and, in July 2013, the Bank agreed on the plan with the European Commission, entailing an improvement of the profitability of the Bank in Portugal through continued cost reduction, among other drivers. In September 2013, the Directorate General for Competition announced its formal agreement with the Portuguese authorities concerning the Bank's Restructuring Plan. Pursuant to the decision, the Bank's Restructuring Plan was found in compliance with the European Union's state aid rules, demonstrating the Bank's viability without continued state support. The implemented Restructuring Plan aimed to strengthen the Bank's strategy by focusing on its core activities.

In May 2014, as part of a process aimed at refocusing on core activities defined as a priority in its Strategic Plan, the Bank announced that it agreed with the international insurance group Ageas a partial recast of the strategic partnership agreements entered into in 2004, which included the sale of its 49%

interest in the insurance companies that operate exclusively in the non-life insurance business, i.e. Ocidental – Companhia Portuguesa de Seguros, S.A. and Médis – Companhia Portuguesa de Seguros de Saúde, S.A..

In April 2016, the Bank announced the conclusion of the merger between Banco Millennium Angola, S.A. with Banco Privado Atlântico, S.A., resulting in the second-largest private sector bank in Angola in terms of loans to the economy, with a market share of approximately 10% in business volumes. The entity resulting from this merger ceased to be controlled by BCP.

In January 2017, BCP announced a EUR 1.3bn rights issue with transferable pre-emptive subscription rights. The aim of this transaction was to bring forward the full repayment of remaining government subscribed securities and the removal of key state-aid related restrictions, including the dividend ban, the risk of potential sale of core businesses and the tail risk of conversion. This transaction was designed to strengthen the balance sheet through the improvement of the CET1 fully implemented and Texas ratio, aligning BCP with sector benchmarks and placing it above current regulatory requirements.

On 27 December 2019, the deed of merger of Banco de Investimento Imobiliário, S.A., a wholly-owned subsidiary of BCP, was signed, completing the incorporation process of Banco de Investimento Imobiliário, S.A. into BCP.

On 27 August 2019, the Extraordinary General Meeting of Bank Millennium S.A., in which 216 shareholders representing 78.53% of its share capital, participated, approved the merger of Bank Millennium S.A. with Euro Bank S.A.. The completion of the integration of Eurobank S.A. into Bank Millennium S.A. took place in November, with the Bank resulting from the merger operating under a single brand, a single operating system and a single legal entity.

On 29 June 2021, BCP entered into an agreement with Union Bancaire Privée, UBP SA regarding the sale of the entire share capital of Banque Privée BCP (Suisse) SA ("**Banque Privée**"). The sale of the entire share capital of Banque Privée to Union Bancaire Privée, UBP SA was completed on 2 November 2021. The sale of Banque Privée allowed the Group to pursue its strategy of focusing resources and management on core geographies, enhancing their development and, thus, increasing value for stakeholders.

On 29 December 2021, BIM – Banco Internacional de Moçambique, S.A. ("**BIM**") (a bank incorporated under Mozambican law in which BCP indirectly holds a stake of 66.69%) formalised the entry into force of a long-term agreement with Fidelidade – Companhia de Seguros, S.A. ("**Fidelidade**"), with a view to strengthen capabilities and expand the offer of insurance through the banking channel (bancassurance) in Mozambique. Under this partnership, the possibility of which was provided for in the memorandum of understanding signed between BCP and the Fosun Group in November 2016, BIM and Fidelidade also formalised the sale by BIM to Fidelidade of shares representing 70% of the share capital and voting rights of Seguradora Internacional de Moçambique, S.A. ("**SIM**"), with BIM maintaining approximately 22% of its share capital. BIM and Fidelidade also agreed on call and put options with a view to enable Fidelidade to acquire additional shares, and BIM's shareholding, as a result of these options, may be reduced to 9.9% of SIM's capital. Under the long-term exclusive distribution agreement, BIM will promote the distribution of SIM insurance through the banking channel, continuing to provide its customers with a wide range of competitive insurance products, which is reinforced by the partnership with Fidelidade.

In the first semester of 2023, Bank Millennium completed the sale of 80% of Millennium Financial Services stake to the Group Towarzystwo Ubezpieczeń, with which it established a strategic partnership in the bancassurance business.

In the first semester of 2024, Bank Millennium S.A. informed that it took a decision to complete the implementation of the Recovery Plan, notifying the Polish Financial Supervision Authority and Bank Guarantee Fund of such fact.

Business Overview

Nature of Operations and Principal Activities

The Group provides a wide variety of banking services and financial activities in Portugal and abroad, being present in the following markets: Poland, Mozambique, Angola (through its associate BMA) and China. In Portugal, the Bank's operations are primarily in retail banking, but it also offers a complete range of additional financial services (in accordance with Article 3 of the articles of association of the Bank, which provides that "*the purpose of the Bank is to engage in banking activities with such latitude as may be permitted by law*"). The Bank also engages in a number of international activities and partnerships.

The Bank's banking products and services include current accounts, instruments of payment, savings and investments, mortgage loans, consumer credit, commercial banking, leasing, factoring, insurance, private banking and asset management, among others. The Bank's domestic retail banking activities are conducted mainly through its marketing and distribution network in Portugal, which follows a segmented approach to the Portuguese retail banking market and serves the diverse banking needs of specific groups of customers. Back-office operations for the distribution network are integrated in order to explore economies of scale.

The Bank has subsidiaries that offer additional financial services, including investment banking, asset management and insurance. These subsidiaries generally distribute their products through the Bank's distribution networks. The Bank's retail banking and related financial services activities, together with its international operations and partnerships, are described in greater detail below.

Strategy

On 30 November 2024, during the third quarter of 2024 Earnings Presentation, BCP and Bank Millennium presented their strategic plans for the period 2025-28.

The new strategic plan, namely, "Deliver more value 28" ("**Strategic Plan**"), sets a new bar for the Bank's aspirations towards customers, people and shareholders. The Bank is starting this cycle from a strengthened position that allows the Bank to confidently aim for a compelling profitability level (ROE >13.5%) and a material distribution to shareholders (up to 75%), while preserving a robust capital position (>13.5% CET1).

The strategic cycle now ending consolidated an unrivaled path of transformation that led to early achievement of the ambitious financial targets set forth, cementing the group's competitive position in its markets, across most segments, excelling in profitability (ROE of 15.3% in 2023) and balance sheet robustness (CET1 of 16.5% in 9M2024). Ultimately, these results are reflected in the upward trajectory in share price (increased by 229% from September 2024 to December 2020) and investment grade ratings (3-4 notches since 2018). The Bank has strengthened its leadership in customer centricity, while solidifying its technology foundations.

In Portugal, the Bank was successful in significantly boosting revenues (increased by 50% against 2021), exploring previous strides in technology to increase digital and mobile adoption. In Poland, the Bank completed the recovery plan and restored profitability, despite sizeable recognition of FX mortgage provisions, while maintaining a stable performance in Mozambique in a challenging environment.

The Bank has consistently grown business volumes as a group (+4% CAGR since 2018) and in each business unit, with particular emphasis in Poland, notwithstanding the 65% reduction of NPEs since 2018. This evolution allowed the Bank to consolidate a competitive position across most of the segments, in markets that offer a structural advantage in the upcoming cycle with GDP growth above EU-27 average, sizeable EU funding packages for Portugal and Poland, and substantial investments in large projects for Mozambique.

The Bank is well-positioned to navigate 3 main trends: (i) the likely downward trajectory of interest rates and its implications to profitability, (ii) the evolving customer behaviour with increased demand for innovation and personalisation in the rise of AI, and (iii) the growing cybersecurity risks with increasing sophistication of attacks and an evolving regulatory context (e.g., DORA).

Under the Strategic Plan, the Bank aspires to deliver more value to all stakeholders: for customers with a leading position in experience across markets, for talent with a satisfaction of >75% and >25% share of people promoted per year, and for shareholders with tangible returns and distribution. This will require an evolution of priorities (i) seeking growth options in attractive value pools with right-to-win, increasing portfolio balance towards the SME segment, (ii)innovating selectively in adjacencies, and (iii) strengthening credit risk capabilities.

In Portugal, the Bank aspires to be the relationship bank with the best experience, human and digital enabled, for families and companies, ambitioning to capture 150-200 thousand new active customers and to increase €4bn in credit to companies (stock) by 2028. ActivoBank aims to lead customer acquisition in A/B digital first arena, with distinctive digital daily banking and value for money proposition, reaching 700 thousand active customers in 2028.

In Poland, Bank Millennium aims to be the reference bank in acquisition and development of primary relationships with SMEs and individuals, embracing innovation and delivering top-quality services, reaching 3.7 million active customers, growing corporate lending stock at 14% p.a., and increasing the share of primary retail clients to 70%.

In Mozambique, BIM will be focused on reinforcing its position as the main bank for families and companies and the reference bank for international investors in Mozambique's economy, with strong risk controls, targeting 1.7 million active customers and circa of 20% market share in lending to companies and individuals.

These priorities will enable the Bank to deliver more value, visible in the main targets set for 2028. As a group, the Bank aspires to deliver a healthy organic growth, achieving business volumes in excess of €190bn, more than 8 million active customers of which mobile more than 80%, maintain an execution discipline reflected in a cost-to-income below 40% and cost of risk of below 50bps, reinforcing the ESG commitment aiming for a top quartile position in S&P Global CSA rating, ultimately achieving returns with an RoE above 13.5%, keeping a sizeable capital buffer with a CET1 ratio of above 13.5% and shareholder distribution of up to 75% of the cumulative net income of €4.0-4.5bn in 2025-28.

Business Model

The Bank operates under a universal business model, covering, namely, Retail, Corporate, Private Banking, Investment Banking, Wealth Management, International Activity, and Credit Recovery. Operational support functions are duly segregated through "*Centro de Operações millennium*" and increasingly rely on digitalized and automated solutions to enhance efficiency.

The Executive Committee is appointed by the Board of Directors, holds delegated powers for the daily management of the Bank pursuant to the Regulations of the Executive Committee and is structured into Areas of Responsibility ("Divisions") distributed by its members ("*Pelouros*"). The Executive Committee may also delegate some of its competences to specialized Commissions ("*Comités*") with the participation of the designated Executive Members and Heads of Division of the area involved.

As of 11 March 2025, there were 14 Commissions and 2 Sub-Commissions aimed at facilitating the coordination of current managerial decisions, involving the senior management of the divisions included in each business area, with a view to reconciling perspectives and supporting the managerial decision-making process of the Executive Commission, with the following main missions and powers:

a) *Costs and Investments Commission:*

- Authorisation of expenditure for the purchase of goods and the provision of services up to a certain established amount; and
- Regular monitoring of the progress and optimisation of contracts for the purchase of goods and provision of services within its competence and of the respective negotiation processes.

b) *Costs and Investments Sub-Commission:*

- Authorisation of expenditure for the purchase of goods and the provision of services up to a certain established value;
- Issuing an opinion to the Costs and Investments Commission on expenditure in excess of the Sub-Commission's competences; and
- Regularly monitoring the evolution and optimisation of contracts for the purchase of goods and the provision of services.

c) *Corporate Commission:*

- Follow-up of and decision-making on the activity related to Company Customers, Corporate and Large Corporate, public sector, Institutional and Investment Banking for analysis of objective fulfilment levels;
- Definition and approval of commercial action priorities;
- Analysis of the business context and proposing commercial actions to meet the needs of these Customers' business segments;
- Analysis of the business main risk indicators;
- Analysis of the business articulation models in relation to its value proposition and the interconnection of the Bank's Networks;

- Monitoring of proposals that go beyond the management of the commercial areas involved or that have not been incorporated into the respective plan and budget, for appraisal by the Executive Committee; and

- Creation of cross-over opportunities with other BCP Group business units

d) *Human Resources Commission:*

- Definition of the strategy and approval of the Bank's Human Resources policies;

- Definition of the proposed Employee Remuneration Policy, to be submitted to the CNR;

- Definition of the staff costs budget proposal;

- Approval of the mechanisms and timetable for the process of performance evaluation and development, rotation plans and talent management;

- Approval of promotions of members of the Bank's Top Management and Key Function Holders, without prejudice to the competences of the CNR;

- Definition of the Bank's recruitment plan;

- Approval of the succession plan for Key Function Holders;

- Approval of the annual training plan;

- Definition and monitoring of key human resources management indicators;

- Promotion of organisational climate surveys;

- Definition and monitoring of the Employee Debt Monitoring Plan;

- Approval of criteria and monitoring of social financial support;

- Definition of the action plan for gender equality;

- Ensure alignment of internal human resources management practices across the Group's subsidiaries, where applicable.

- Definition of remuneration conditions and benefits for expatriates; and

- Definition of internal and external human resources communication;

e) Retail Commission:

- Monitoring of the activity of the Retail Commercial Network, Segments, Channels, Cards and Means of Payment (evolution and degree of fulfilment of objectives);

- Assessment of the business context and definition of commercial action priorities;

- Analysis of the main indicators for Products and Services and decision on changes to the Bank's product range;

- Analysis of the main indicators for Quality and Customer Experience, Claims and Customer Satisfaction (External and Internal);

- Approval of the value proposition, distribution model and profitability and management issues of the offer to Customers; and

- Approval, within the scope of the New Products Approval Policy, of the launch of new products, as well as the alteration or cancellation of existing products applicable to the Retail Network.

f) *Compliance and Operational Risks Commission:*

- Monitor the Outsourcing and IT risks and respective metrics, based on the conclusions of the monitoring reports and make proposals to adequate them to the defined risk appetite;

- Appraise and decide on proposed improvements to strengthen the internal control environment and mitigate operational risk, as well as on Outsourcing proposals and respective Opt-out and Improvement Plans and changes to the Process Management Model;

- Ensure the monitoring of the metrics (KPI) and (KRI) to assess the evolution shown by risk levels, efficiency and the processes' productivity; and

- Analyse materially relevant events and assess the mitigation measures proposed with regard to operating losses

g) *Capital Assets and Liabilities Management Commission:*

- Establishment of asset, liability and off-balance sheet management guidelines with regard to market risks for the perimeter of activity in Portugal;
- Definition of capital management and pricing guidelines for assets and liabilities arising from commercial activity;
- Monitoring of the liquidity and capital indicators, as well as of the indicators for the activation of the Recovery Plan;
- Monitoring the implementation of the Liquidity Plan;
- Definition of the transfer pricing policy, particularly with regard to liquidity premiums;
- Definition of the policies and strategy to access the wholesale funding markets;
- Definition of the composition of the liquidity buffer;
- Definition of the investment policy of the Investment Portfolio, as well as the monitoring of the respective performance;
- Definition of the strategy and positioning in terms of interest rate risk, taking into consideration the market conditions, as well, as the established policies and limits;
- Definition of the types of risk hedges classified as hedge accounting;
- Definition of the strategy and positioning in terms of structural exchange rate risk in the banking portfolio;
- Resolve on the necessary measures to ensure that the group's structural position in terms of liquidity and/or market risks is within the defined limits and guidelines; and
- Executive directors who are members of the Commission may submit proposals on strategic adjustments or liquidity premiums.

h) *Credit Commission*:

- Appraisal of proposals for the granting of credit to clients, as defined in the Service Order on Credit Granting, Monitoring and Recovery (OS0016);
- Decision on credit proposals transversally related with the bank activity of Group Banco Comercial Português in Portugal; and
- Issuance of an advisory opinion on credit proposals form Mbim (subsidiaries of BCP Group abroad).

i) *Risk Commission:*

- Definition and deliberation of the framework and risk management policies and instruments in the group, establishing the respective principles, rules, models, limits, mitigation measures and

practices for the Group's Entities, taking into account the risk thresholds defined in the Risk Appetite Statement (RAS);

- Monitoring compliance of the group's risk levels with the RAF;
- Monitor global risk levels (particularly the credit, market and liquidity risk), ensuring that these are compatible with the goals, financial resources available and strategies approved for the development of the Group's activity;
- Decision on the models and risk approaches (PD, CCF, LGD, ICAAP, validation of models, etc.);
- Decision-making with an impact on RWA/Expected Loss (EL)/capital requirements (resulting from changes to parameters and/or prudential methodologies) or impairment increases due to changes in the assumptions of the respective model;
- Validation of risk management compliance with applicable legislation/regulations; and
- Operational risks are dealt with in detail by the Compliance and Operational Risks Commission and those related to IT and Cyber security by the Operational Resilience Commission.

j) *Validation and Monitoring of Models Sub-Commission:*

- Monitoring the performance and confirming the validity of the rating systems and the various models used by the Bank within the scope of the risk management function (e.g. PD, LGD, CCF, market risks, ICAAP), based on the technical analysis of the models, the results of the performance indicators, the conclusions of the monitoring and validation exercises, in their qualitative and quantitative validation components (including backtesting and representativeness analyses);
- Definition of the measures needed to improve the quality of the models;
- Monitoring the results of the risk assessment of the models and defining concrete measures to mitigate them;
- Definition and monitoring of the model risk management framework and material changes related to the models used, taking into account the principles defined in the Model Risk Management policy;
- Monitoring the results and conclusions of validation exercises, including, where applicable, recommendations identified and, where justified, the results of monitoring model performance;
- Monitoring of the conclusions of the GAVM's assessment of the corrective measures presented by the model owners to remedy the recommendations previously issued; and
- Presentation of proposals to the Risk Commission for approval of material changes relating to the models used in the Bank's risk management function.

k) *Pension Funds Risk Monitoring Commission:*

- Monitor the performance and risk of the Group's Pension Funds (Defined Benefit Fund and Complementary Fund) and establishing the appropriate investment policies;

- Approve alterations to the actuarial assumptions of the Fund;
- Establish the appropriate investment policies and hedging strategies;
- To issue an opinion on the adequacy of the actuarial and financial assumptions used to determine the liabilities of the Pension Funds; and
- To give an opinion on relevant investment decisions, under the terms of the Fund's management contract.

l) *Operational Resilience Commission:*

- Definition of guidelines and approval of the security management policies of IT systems, management and quality of data, management of physical security, management of the business continuity and protection of personal data;
- Periodic review of the most relevant emerging threats and trends in terms of information security and information technologies, with a particular focus on cybersecurity, promoting when recommended, the evaluation of new controls and protection solutions;
- Analysing periodic reports on information systems security incidents, data management and quality, physical security, identifying, if appropriate, remediation and improvement measures;
- Monitoring the metrics used to evaluate the performance of information security systems, physical security and data protection and quality;
- Monitoring the implementation of initiatives/projects in the areas of information security and information systems, data management and quality, physical security and business continuity (global and local scopes);
- Reviewing the results of security and business continuity assessments, including internal and external audits and monitoring improvement processes and completing associated recommendations;
- Approving the annual plans for the exercises regarding security evaluation tests, DRP and business continuity (BCP); Quantitative and qualitative evaluation of the results of these exercises and supervision of eventual associated improvement initiatives; and
- Liaising with subsidiaries on physical security, information security, business continuity and data protection and quality issues and policies

m) *Credit and Non-Performing Assets Monitoring Commission:*

- Monitoring the evolution of the exposure and quality of the credit portfolio, foreclosed assets and their quality, the main performance and risk indicators, as well as the operational plans to be developed in this area;
- Monitoring the credit exposure and the contracting process;
- Monitoring the credit portfolio's quality and the main risk and performance indicators;
- Track the results of credit monitoring systems;

- Monitoring the counterparty risk and the largest exposures concentration risk;
- Monitoring of the impairment and the main processes that are object of a separate assessment;
- Analysing the performance of recovery processes;
- Monitoring the sale of real estate properties part of the foreclosed assets portfolio; and
- Monitoring the implementation of operational initiatives to support the NPA reduction plan.

n) *Sustainability Commission:*

- Definition and monitoring of initiatives to ensure the management of sustainability impacts, risks and opportunities, namely materialised in the implementation of the Sustainability Master Plan (SMP), in its Environmental, Social and Governance axes;

- Analysing and incorporating stakeholder expectations into policies and processes relevant to the Group's strategic development;

- Promoting and ensuring the adoption and integration of principles, policies and practices that contribute to the management of sustainability impacts, risks and opportunities, promoting the generation of sustainable value;

- Approving and submitting a proposal to the Executive Committee (ExCo) on the Sustainability commitments associated with objectives and targets, identifying the resources needed to implement them and monitoring their progress;

- Approving the planning proposals for the initiatives that underpin the implementation of the SMP, as well as any adjustments that may prove necessary to fulfil the objectives and targets approved by the ExCo;

- Approving the proposals for resources and the creation of teams (task forces) to ensure the implementation of the initiatives envisaged in each of the dimensions of the SMP and/or the applicable regulatory framework;

- Promoting and ensuring the adequacy of credit risk management processes and the offer of products and services to the evolution of the normative and regulatory context within the scope of Sustainable Finance;

- Awareness of the annual Sustainability Report, as an instrument for public reporting of non-financial information and indicators;

- Approving the investment proposals necessary to ensure the implementation of the SMP initiatives, subject to the following conditions:

    - prior negotiation by the DCM; and

    - the proposed investment is budgeted for;

- Follow-up and monitoring of the implementation of approved initiatives: deadlines, budgets and evolution of the results obtained, as well as the main performance indicators of the SMP dimensions; and

- Developing the communication actions needed to make the institution and the market aware of and publicise its performance in sustainability matters.

o) *Private Banking and Investment Products & Services Commission:*

- Approval and monitoring of the Private Banking business, in order to guarantee the value proposition of this type of business;

- Approval and monitoring of the Private Banking distribution model including priorities to be defined for the Commercial Network;

- Approval of the Private Banking offer, including recommendations to the areas involved in the development and management of investment services and products, as well as on products that should be included in the Execution Showcase;

- Monitoring the investment products and services marketed in the Private Banking network;

- Monitoring the activity of the commercial network (including analysing the business context and defining commercial action priorities);

- Monitoring products and services and deciding on changes to the offer;

- Monitoring the Portfolio Management Service;

- Monitoring the Advisory Service;

- Monitoring the Execution Service;

- Asset Allocation Summary;

- Market and Competition Monitoring;

- Regulatory Monitoring; and

- Operational Monitoring.

p) *Digital Transformation and Technology Commission:*

- Monitoring of strategic plan initiatives on digital transformation and technology, integrating performance indicators;

- Monitoring of innovation and transformation projects whose size and impact justify presentation to the committee, including those associated with digital banking platforms and capabilities;

- Supervision of initiatives associated with processes and operating models' transformation, leveraging the combination of emerging technologies and new platforms, to enhance competitive advantages in productivity and quality of service;

- Definition of priorities and monitoring of Artificial Intelligence (AI) initiatives in alignment with strategic objectives;

- Decision-making regarding the promotion of capability building in AI and new technologies at various organisational levels, through training and strategic partnerships;

- Monitoring the implementation of transversal, scalable and reusable capabilities, which serve as enablers for innovation and transformation projects; and

- Monitoring new trends, emerging technologies, and assessment of implications in the financial sector.

Other Financial Services in Portugal

Online Banking

ActivoBank is a leading internet bank in Portugal. Launched in 2010, ActivoBank offers a streamlined and convenient service with an emphasis on emerging distribution and communication channels (e.g. internet banking, mobile banking). ActivoBank targets younger, technologically savvy customers who prefer simple, modern banking products and services.

ActivoBank's main goal is to maintain a strong focus on its online presence through its website and social media. The pillar of ActivoBank's client relationship is based on online channels, despite also having 16 physical branches, as at 31 December 2024. ActivoBank was the first Portuguese bank to launch an exclusive application for smartphones. ActivoBank continues to invest heavily in developing new services and features, in alignment with new trends, with a primary emphasis on innovation.

Insurance

The Bank has an interest in insurance activities through Millenniumbcp Ageas, a joint venture with Ageas for bancassurance business in Portugal. On 26 May 2014, as part of a process aiming to refocus on core activities defined as a priority in its Strategic Plan, the Bank announced that it had agreed with the international insurance group Ageas a partial recast of the strategic partnership agreements entered into in 2004, which included the sale of its 49% interest in the (at that time jointly owned) insurance companies that operate exclusively in the non-life insurance business, i.e. Ocidental – Companhia Portuguesa de Seguros, S.A. and Médis – Companhia Portuguesa de Seguros de Saúde, S.A. Currently, the Group holds 49% of Millenniumbcp Ageas' share capital in the life insurance business, while the remaining 51% is held by Ageas.

On 28 July 2014, the Bank announced about the qualifying holding of Ageas and Ocidental Vida that was a result of Ageas and Ocidental Vida having subscribed, respectively, 280,490,558 and 408,855,693 ordinary shares in the rights issue launched by the Bank on 27 June 2014, pursuant to the subscription rights attributed to them considering their participation in BCP prior to the rights issue of 156,623,179 shares in case of Ageas and of 233,631,825 shares in case of Ocidental Vida. Following the settlement of the rights issue on 23 July 2014 and allotment of the oversubscription on 24 July, the number of shares held by Ageas increased to 437,113,737 and the number of shares held by Ocidental Vida increased to 652,087,518, thus the Ageas Group increased its participation to 1,089,201,255 shares that correspond to 2.01% of the issued share capital and of voting rights of the Bank.

On 16 June 2015, the Bank announced to have received a notification from Ageas Group informing that its holding in the share capital of the Bank had fallen below the 2% threshold of qualifying holding. The dilution of the former qualifying holding was a result of the Bank's exchange offer of some of its subordinated debt and preference shares for ordinary shares, causing the issuance of 4,844,313,860 new shares, which increased the total outstanding ordinary shares in BCP to 59,039,023,275. At that date, the Ageas Group's holding was 1.84%.

Foreign Business

BCP has concentrated on those businesses with strong growth prospects in foreign markets with a close historical connection to Portugal or that have large communities of residents with a Portuguese heritage (such as Angola and Mozambique), as well as in markets to which the Bank's successful business model in Portugal can be effectively exported and tailored to suit local markets, in particular in Poland.

Poland

In Poland, the Bank operates through Bank Millennium, and focuses its offerings on individuals and small and medium-sized companies. Bank Millennium is a full-service national bank which, jointly with its subsidiaries, offers a complete range of financial products and services, including deposit-taking, savings and investment products, short-, medium- and long-term lending (including mortgage lending and consumer credit), debit and credit cards, fund transfers and other payment methods, mutual funds, insurance, leasing, treasury services and money market transactions.

In 1998, the Bank entered into a partnership agreement with the Polish financial group, BBG, pursuant to which the Bank launched a retail operation with BBG in the Polish market under the "Millennium" brand.

The Bank currently owns 50.1% of Bank Millennium.

On 17 October 2018, Bank Millennium took over management of the assets of Spółdzielcza Kasa Oszczędnościowo-Kredytowa Piast ("**SKOK Piast**") (Cooperative Credit Union SKOK Piast), based on a decision of the Polish Financial Supervision Authority, and, on 1 November 2018, Bank Millennium acquired SKOK Piast. Bank Millennium joined other banks involved in the SKOK turnaround process supported by the Polish Financial Supervision Authority and the Bank Guarantee Fund. The acquisition of SKOK Piast corresponded with efforts to ensure stability of the national financial system and to ensure safety for all clients of financial institutions in Poland.

In 2019, the merger of Bank Millennium with Eurobank was approved, on an Extraordinary General Meeting of Bank Millennium. The completion of the integration of Eurobank into Bank Millennium took place on 27 December 2019, with Bank Millennium being the surviving entity from the merger and now operating under a single brand, a single operating system and a single legal entity.

Bank Millennium acquired a 99.79% stake in Eurobank from Société Générale Financial Services Holding ("**SocGen**"), a subsidiary of Société Générale S.A. The completion of the integration of Eurobank into Bank Millennium took place on 27 December 2019.

Bank Millennium stopped granting mortgage loans in foreign currencies in 2009. Consequently, the Polish foreign exchange ("**FX**") mortgage loans are a mature portfolio, constantly decreasing according to the repayment rate and with a low impairment ratio and high coverage by provisions. As at 31 December 2023, Bank Millennium's foreign exchange mortgages amounted to EUR 2.0 billion, which represents 3.5% of the Group's total loans. These figures exclude PLN 0.5 billion (approximately EUR 99 million) CHF indexed mortgages from Eurobank, the litigation/political risk on this portfolio being covered by a 20-year indemnity provided by SocGen, which also provided a 10-year guarantee on 80% of the credit risk on that portfolio. FX mortgages represent 11.4% of its Polish subsidiary total gross loans (approximately 6% market share).

In the first semester of 2023, Bank Millennium completed the sale of 80% of Millennium Financial Services stake to the Group Towarzystwo Ubezpieczeń, with which it established a strategic partnership in the bancassurance business.

In the first half of 2024, Bank Millennium informed that it took a decision to complete the implementation of the Recovery Plan, notifying the Polish Financial Supervision Authority and Bank Guarantee Fund of such fact. In 2024, Bank Millennium recorded a net income of EUR 167.1 million, a 31.7% increase when compared to the same period of the previous year. In this period, banking income[25] decreased by 8.2%, amounting to EUR 1.3 billion, driven by the decrease of trading income

[25] "Banking income" or "net operating revenues" is the sum of net interest income, dividends from equity instruments, net commissions, net trading income, other net operating income and equity accounted earnings.

(-117.2%) and other net operating income (<-200%). Operating costs increased 19.6% to EUR 502.5 million, and cost-to-income stood at 37.3%. ROE stood at 9.8%. Loan impairment amounted to EUR 60.4 million (EUR 57.2 million recorded in 2023) and the cost of risk increased from 33 basis points to 33 basis points in 2024. Other impairments and provisions stood at EUR 512.2 million in 2024 compared to EUR 681.9 million in 2023. Bank Millennium had at the end of December 2024 a CET1 capital ratio of 15.1%.

Total customer funds on 31 December 2024 stood at EUR 30.0 billion, up from EUR 26.6 billion, recorded on 31 December 2023, showing a increase of 12.9%. Loans to customers (gross) amounted to EUR 18.1 million in December 2024, compared to EUR 17.5 million in December 2023, an increase of 3.3%.

As at 31 December 2024, Bank Millennium had 606 branches, 6 less than in December 2023. At that date, the bank had 6,714 employees and had 6,747 employees as at 31 December 2023.

Mozambique

The Bank has had banking operations in Mozambique since 1995. BIM is the second Mozambique's largest bank in terms of assets, loans and deposits market shares (Source: Central Bank of Mozambique). On 29 December 2021, BIM formalised the entry into force of a long-term agreement with Fidelidade, with a view to strengthening capabilities and expanding the offer of insurance through the banking channel (bancassurance) in Mozambique. Under this partnership, the possibility of which was provided for in the memorandum of understanding signed between BCP and the Fosun Group in November 2016, BIM and Fidelidade also formalised the sale by BIM to Fidelidade of shares representing 70% of the share capital and voting rights of SIM with BIM maintaining approximately 22% of its share capital. BIM and Fidelidade also agreed call and put options with a view to enabling Fidelidade to acquire additional shares, and BIM's shareholding, as a result of these options, may be reduced to 9.9% of SIM's capital. Under the long-term exclusive distribution agreement, BIM will promote the distribution of SIM insurance through the banking channel, continuing to provide its customers with a wide range of competitive insurance products, which is reinforced by the partnership with Fidelidade. The amount received by BIM for the sale of 70% of SIM is EUR 46.8 million. Considering this value, the operation had a (positive) impact on BCP's consolidated results for the current year, on a pro forma basis as of 11/30/2021, of approximately EUR 5.2 million and a positive impact on the consolidated CET1 ratio and in the total capital of 7 basis points.

In December 2024, BIM recorded a net income of EUR 48.5 million, a 56.6% decrease when compared to the same period of the previous year. In this period, banking income[26] decreased by 1.5% amounting to EUR 262.3 million, driven by the decrease of trading income (-3.5%), other net operating income (-69.1%) and equity accounted earnings (-20.4%). Operating costs increased 4.8% to EUR 131.7 million, and cost-to-income stood at 50.2%. ROE stood at 9.3%. Loan impairment amounted to EUR 2.6 million (EUR -24.7 million recorded in December 2023) and the cost of risk increased from -378 basis points to 38 basis points. As at 31 December 2024, BIM had a capital ratio of 37.5%.

Total customer funds on 31 December 2024 stood at EUR 2.4 billion, up from EUR 2.1 billion, recorded on 31 December 2023, showing a increase of 14.6%. Loans to customers (gross) amounted to EUR 714 million in December 2024, compared to EUR 654 million in December 2023, a decrease of 9.2%.

[26] "Banking income" or "net operating revenues" is the sum of net interest income, dividends from equity instruments, net commissions, net trading income, other net operating income and equity accounted earnings.

As at 31 December 2024, BIM had 195 branches, the same number as in December 2023. At that date, the bank had 2,625 employees (excluding employees from SIM, the insurance company) and had 2,574 employees as at 31 December 2023.

Angola

BMA was incorporated on 3 April 2006, as a result of the transformation of the BCP branch in Angola into a bank incorporated under the laws of the Republic of Angola.

In February 2009, the Bank carried out financial transactions relating to the strategic partnership agreements established with Sonangol (a company that held, as at 30 June 2017, 15.24% of the Bank's share capital and voting rights) and Banco Privado Atlântico, S.A. ("**BPA**") (in which BMA held a shareholding of 6.66%), as a result of which the Bank reduced its stake in BMA to 52.7% through BMA's share capital increase of USD 105,752,496.80.

In April 2012, the Bank reduced its stake in BMA to 50.1%, following BMA's share capital increase, which was fully subscribed to by Global Pactum - Gestão de Activos (main shareholder of BPA), in line with the partnership agreement entered into with Sonangol and BPA. Within the scope of this partnership, the Bank, Sonangol and BPA entered in May 2008 into a shareholders' agreement regarding BMA, which included, among others, clauses on corporate bodies and preferential rights in case of transfer of BMA's shares.

On 8 October 2015, the Bank announced it had signed a memorandum of understanding with the main shareholder of BPA for the merger of BMA with BPA. The public deed for the merger was executed on 22 April 2016. Following the merger, BCP owns 22.5% of the share capital of Banco Millennium Atlântico, S.A..

In the context of the BMA merger with BPA, BMA was considered a discontinued operation in March 2016. As of the completion of the merger in May 2016, the new merged entity in which the Bank maintains a 22.5% shareholding, Banco Millennium Atlântico, S.A., is consolidated using the equity method.

Banco Millennium Atlântico, S.A. contribution to the Group’s earnings in December 2024 was EUR 3.9 million compared to EUR 2.7 million in December 2023.

Macao

The Group's presence in Macao goes back to 1993, initially through an offshore license. In 2010, the Group began operating its first fully licensed (on shore) branch in Macao. This branch is directed at providing services to the Bank's network through support to individual and company customers, broadening the base of local customers and expanding the activity around the China-Macao-Portuguese speaking countries platform, focusing on the offer of investment banking services.

As at 31 December 2024, customer funds stood at EUR 472 million and gross loans reached EUR 512 million. In December 2024, net income amounted to EUR 8.6 million.

Other

The Bank also has six representation offices (1 in the United Kingdom, 2 in Switzerland, 2 in Brazil and 1 in China, in Guangzhou) and 1 commercial protocol (France).

International Partnerships

Ageas

In 2005, the Group and Fortis (currently, Ageas) established a joint venture for bancassurance business, through the insurance company Millennium bcp Fortis (currently, Millenniumbcp Ageas). The Group holds 49% of Millenniumbcp Ageas' share capital, while the remaining 51% is held by Ageas. In September 2005, Ageas increased its shareholding in the Bank to 4.99%. As a consequence of the two Bank share capital increases that took place in 2006, Ageas' shareholding in the Bank decreased to 4.94%. In September 2007, Ageas disposed of its qualifying holding in the share capital of the Bank.

On 26 May 2014, the Bank announced that, as part of a process aiming to refocus on core activities defined as a priority in its Strategic Plan, it had agreed with the international insurance group Ageas to partially recast the strategic partnership agreements entered into in 2004. These include the sale of its 49% interest in the (at that time jointly owned) insurance companies that operate exclusively in the non-life insurance business, i.e. Ocidental-Companhia Portuguesa de Seguros, S.A. and Médis - Companhia Portuguesa de Seguros de Saúde, S.A., for a base price of EUR 122.5 million, subject to a medium term performance adjustment. In 2013, the non-life activity posted gross inflows of EUR 251 million and a net profit of EUR 12 million.

On 28 July 2014, the Bank announced that Ageas, on behalf of itself and its subsidiary Ocidental-Companhia Portuguesa de Seguros de Vida, S.A. ("**Ocidental Vida**"), had acquired a qualifying holding in the share capital of the Bank. The qualifying holding was a result of Ageas and Ocidental Vida having subscribed, respectively, 280,490,558 and 408,855,693 ordinary shares in the rights issue launched by the Bank on 27 June 2014, pursuant to the subscription rights attributed to them considering their participation in the Bank prior to the rights issue (156,623,179 shares in case of Ageas and of 233,631,825 shares in case of Ocidental Vida).

Following the settlement of the rights issue, on 23 July 2014, and allotment of the oversubscription, on 24 July, the number of shares held by Ageas increased to 437,113,737 and the number of shares held by Ocidental Vida increased to 652,087,518, thus Ageas Insurance International Group (i.e. Ageas and Ocidental Vida) increased its participation to 1,089,201,255 shares that correspond to 2.01% of the issued share capital and of voting rights of BCP.

On 16 June 2015, the Bank announced that it had received an announcement from Ageas, issued on behalf of itself and Ocidental Vida, informing that Ageas Insurance International Group (i.e. Ageas and Ocidental Vida) holding in the share capital of the Bank had fallen below the 2% threshold of qualifying holding (1.84%). The dilution of the former qualifying holding is a result of BCP's exchange offer of some of its subordinated debt and preference shares for ordinary shares, causing the issuance of 4,844,313,860 new shares, which increased the total outstanding ordinary shares in BCP to 59,039,023,275.

Sonangol and BPA

Following the announcement made by the Bank on 8 October 2015, the Bank informed on 25 April 2016 that the public deed for the merger of Banco Millennium Angola, S.A. with Banco Privado Atlântico, S.A. had been executed.

Developments in 2025

On 22 January 2025, the Bank informed that its Board of Directors, in accordance with the law and the Bank's regulations on succession planning, approved on that date the co-optation of Esmeralda da Silva Santos Dourado as an independent non-executive director of the Bank, thus filling the vacancy on the

Board of Directors for the four-year period from 2022 to (and including) 2025. This co-optation was resolved following obtaining authorization from the ECB to exercise her functions and it was later ratified at the Bank's General Meeting held on 22 May 2025.

On 10 March 2025, the Bank informed that it had decided to exercise its option to early redeem all of its EUR 450 million Subordinated Fixed Rate Reset Notes due 27 March 2030, issued on 27 September 2019 under its Euro Note Programme.

On 12 March 2025, the Bank informed that S&P Global upgraded BCP's senior unsecured debt ratings from BBB to BBB+, changing the Outlook to Stable.

On 13 March 2025, the Bank informed that it has decided to launch a tender offer in respect to its outstanding EUR 300 million 4.50% T2 Subordinated Fixed Rate Reset Notes due December 2027. The Offer was conditional on the successful completion of the issuance of a new series of Subordinated Fixed Rate Reset Notes to be issued off the Banks' Euro Note Programme, subject to market conditions in amount of at least EUR 450 million.

Also on 13 March 2025, the Bank informed that has fixed the terms for a new issue of subordinated Tier 2 Notes under its Euro Note Programme. The issue, in the amount of EUR 500 million, will have a tenor of 12 years, with the option of early redemption by the Bank in the last three months of year 7, an annual interest rate of 4.75% during the first 7 years (corresponding to a spread of 2.150% (the "Spread") over the 7-year mid-swap rate). The interest rate for the last 5 years will be determined on the basis of the then applicable 5-year mid-swap rate plus the Spread. The issue was placed among a diversified base of reference institutional investors after a speedy and successful execution.

On 21 March 2025, the Bank informed that the results of the tender offer launched on 13 March 2025, were determined, and that it received valid offers to sell from the holders of Notes in a total nominal amount of EUR 79.5 million, all of which it has accepted to purchase.

On 1 April 2025, the Bank informed that, at its request, it ceased the rating assignment by Morningstar DBRS to the Covered Bonds issued by BCP.

On 8 April 2025, the Bank informed on the approval of a Share Buyback Programme in the total amount of EUR 200 million. The objective of this Buy-Back Programme is the cancellation of treasury shares acquired under its scope, and will be carried out in accordance with the following main terms and conditions:

(i) Maximum number of shares to be acquired: up to 755,699,497 ordinary shares of BCP, corresponding to up to 5% of the total shares representing its share capital. This is the maximum number of shares that may be canceled in the context of the Buy-Back Programme, under the terms of a resolution to be adopted by the General Meeting;

(ii) Maximum pecuniary amount: up to EUR 200 million;

(iii) Duration: The Buy-Back Programme started on 14 April 2025 and will end on 14 October 2025 (inclusive), without prejudice of the possibility of ending earlier following a decision by the Bank

or should the maximum number of shares to be acquired or the maximum pecuniary amount be reached;

(iv) Forms of acquisition: aquisitions of shares or rights to acquire or allocate shares, for consideration, in trading sessions on the Euronext Lisbon regulated market, in compliance with the principle of shareholder equality as required by law; and

(v) Minimum and maximum consideration for acquisitions: the effective purchase price must be within a range of 15% more or less relative to the lowest and average trading price, respectively, of BCP's shares on Euronext Lisbon during the week immediately prior to the purchase date.

On 21 May 2025, the Bank informed that Moody's has upgraded BCP's Baseline Credit Assessment ("**BCA**") and Adjusted BCA from "baa3" to "baa2". This upgrade reflects the Group's strengthened creditworthiness, in particular its significantly improved asset-risk metrics, its higher capital levels and the Group's enhanced bottom-line profitability, that will, nevertheless, continue to be strained over the outlook period by the relatively high, albeit decreasing, legal provisions associated to BCP's Polish subsidiary's legacy Swiss franc mortgage portfolio. BCP's BCA also reflects the bank's sound funding and liquidity position.

As a result, Moody's upgraded the rating of the deposits from "A3" to "A2", the rating of the subordinated debt from "Ba1" to "Baa3", standing after the revision at an Investment Grade level and affirmed the rating of the senior unsecured debt at "Baa1". The Outlook on the deposit rating was changed to stable, while the Outlook on senior unsecured debt is stable.

On 22 May 2025, the Bank announced that it concluded, at the Bank's facilities and, simultaneously, through electronic means, with 66.19% of the share capital represented, the Annual General Meeting of Shareholders, with the following resolutions:

Item One – To resolve upon the management report, the balance sheet and the individual and consolidated accounts for the financial year 2024, the Corporate Governance Report, which includes a chapter on the remuneration of the management and supervisory bodies, and the Sustainability Report;

Item Two – To resolve upon the proposal for the appropriation of profits regarding the 2024 financial year;

Item Three – To carry out a generic appraisal of the management and supervision of the company;

Item Four – To resolve upon the ratification of the co-option of a director for the 2022-2025 term of office;

Item Five – To resolve upon the Shareholder Distribution Policy;

Item Six – To resolve upon the updating of the Remuneration Policy for Members of the Management and Supervisory Bodies;

Item Seven – To resolve upon the updating of the Internal Policy for the Selection and Assessment of the suitability of members of the management and supervisory bodies and key function holders;

Item Eight – To resolve upon the reduction of the Bank's share capital by up to EUR 150 million, with the special purpose of implementing a Buyback Programme and cancelling own shares already acquired or to be acquired under said programme, involving the cancellation of up to 755,699,497 own shares representing up to 5% of the total number of shares representing the share capital, as well as the related reserves, with the consequent amendment of article 4(1) of the articles of association;

Item Nine – To resolve upon the increase of the Bank's share capital to EUR 3 billion, by incorporating the special reserve that may be set up under item Eight above, by the amount corresponding to the resulting share capital reduction and without issuing new shares, with the consequent amendment of Article 4(1) of the articles of association;

Item Ten – To resolve upon the amendment to article 27(2) of the articles of association (postal and electronic voting); and

Item Eleven – To resolve upon the acquisition and sale of own shares and bonds.

Principal Markets and Competition

The Portuguese banking market has become well-developed, including both strong domestic and foreign competitors. These competitors follow a multi-product, multi-channel and multi-client segmented approach, offering a broad range of services from retail products to investment banking coupled with sophisticated payment capability. Foreign banks are present in the Portuguese market, in areas such as corporate banking, asset management, private banking and brokerage services, as well as universal banking services, namely traditional retail banking.

Domestic banking penetration levels rank favourably on a comparable basis and branch network and automated channels are widely disseminated across the country. There has been significant development of remote access to banking services (ATM, home banking, and mobile banking) together with market intelligence techniques enabling banks to accurately track customers' requirements and augment customer proximity. Cross-selling has benefited from the use of such techniques and has increased the proportion of banks' non-interest income over the years.

The Portuguese banking sector will face the potential entry of new and disruptive players benefiting from the PSD2 environment. This is happening against a backdrop of progressive change towards a new digital age in which consumers' behaviour and expectations are evolving. Current trends point to an accelerated mobile/digital banking adoption and customers demanding personalisation. Also, security and trust have reinforced the importance of digitalisation given cyber-risk concerns and cases of misselling. Advances in the ability to deploy technologies (e.g., robotics, machine learning) and the expanded capabilities these enable are setting new ways of working, requiring new skills.

The deregulation and liberalisation process experienced by the Portuguese banking sector, including Eurozone participation, catalysed an increase in business and competition, particularly in the credit market. Customer loans and advances increased significantly in advance of the implementation of the euro and during the early years of economic convergence and integration within the single currency project (Source: Banco de Portugal).

At the same time, the Portuguese banking system experienced a consolidation, which was driven by the need to achieve economies of scale and operating synergies. More recently, against the background of the financial instability beginning in the summer of 2007 and the subsequent euro periphery crisis, deleveraging and strategic repositioning took place. Some foreigner players reappraised their presence and business models and networks developed in Portugal. More recently, major banks in the Portuguese banking system have rationalised their operating structures.

The Portuguese banking market is concentrated with the biggest five banks representing more than 80% of the market share in terms of business volumes. The Bank is the largest private sector bank in Portugal in terms of business volumes (market share of 17% by gross loans + customer funds), generates 13% of the system pre-provision profit and is one of the most efficient banks in Portugal with only 12% of the system branch network (data as at 31 December 2024, expected system branch network as at 30 June 2024).

The growing maturity of the domestic market and globalisation trends led domestic banks to further develop their operations abroad, namely in countries with which Portugal had strong economic and historical relations. Hence, currently, the biggest domestic banking groups manage operations in European and African countries, which bear an increasing strategic relevance for their businesses.

The Portuguese Competition Authority (the "**PCA**") ensures compliance with Portuguese competition rules, asserting regulatory powers over competition in all sectors of the economy, including regulated sectors in coordination with the relevant sector regulators. Banco de Portugal is responsible for the prudential and market conduct supervision, ensuring the stability of the financial system as well as compliance with rules of conduct and transparency for banks' customers. As the national supervisory authority, Banco de Portugal is part of the Single Supervisory Mechanism, the European banking supervision system, entrusted with the safety and robustness of European banks. National competition authorities and the EU have parallel competencies for enforcing European antitrust laws in close co-operation.

In Portugal, the Bank competes primarily with the four other major Portuguese banking groups: Caixa Geral de Depósitos, Banco Santander Totta, CaixaBank/BPI and Novo Banco. BCP's extensive distribution network, which is the fourth largest, has enabled it to maintain a reference position among its competitors. According to system data from Banco de Portugal, as at 31 December 2024, BCP had a market share of 15.7% of loans to customers (gross) and 18.8% of deposits in its domestic market.

As at the end of December 2024, 184 credit institutions were registered in Portugal (Source: Banco de Portugal).

The following table shows the development of the percentage of the Bank's market share in Portugal in terms of loans to customers as at 31 December 2023 (last available data), 31 December 2022 and 2021:

	As at 31 December		
	2023	*2022*	*2021*
Loans to customers	16.8%	17.5%	17.3%

Source: BCP and Banco de Portugal.

The following table shows the number and geographic location of the Bank's branches as at 31 December 2024, 2023 and 2022:

	As at 31 December		
	2024	*2023*	*2022*
Portugal	398	399	408
Bank Millennium	606	612	635
BIM - Banco Internacional de Moçambique. S.A.	195	195	197
Banco Millennium Atlântico, S.A.	0	0	0
Total in the International activity	801	807	832
	1,199	1,206	1,240

The following table illustrates the competitive environment in Portugal for the two years ended 31 December 2023 (last available data) and 2022:

	As at 31 December	
	2023	*2022*
Number of banks[(1)]	28	29
Number of branches	3,327	3,363
Population (thousands)	10640	10,444
Inhabitants per branch	3,198	3,106
Branches per bank	118	116

(1) Banks associated with the Portuguese Banking Association.
Source: Portuguese Banking Association and Portugal's National Statistics Institute.

The Bank is also subject to strong competition in the international markets in which it operates.

The banking sector in Poland is characterised by a relatively low concentration sustaining strong competitive pressure. However, significant opportunities have led to increased competition in recent years, driven by privatisation and consolidation initiatives. In addition, in Poland, European Union integration has created strong incentives for the cross-border provision of financial services and for cross-border mergers, which have resulted in significantly increased competition from foreign banks. As at December 2024, Bank Millennium's market share in Poland, according to the Bank's estimates derived from data published by the National Bank of Poland, was 5.6% of loans to customers (gross) and 5.6% of deposits.

In Mozambique, BIM is a market leader with a market share of 16.0% of loans to customers and 21.8% of deposits in 31 December 2024, according to the Bank of Mozambique. Currently, 16 banks operate in Mozambique and management expects increasing competition from foreign banks, particularly those based in South Africa and Portugal (Source: Mozambican Banking Association).

Banco Millennium Angola merged with Banco Privado Atlântico, becoming part of the top five of the largest banks, assuming itself as one of the main private banks in financing Angolan Companies and Households, promoting digital innovation and focusing on financial inclusion and in promoting a business environment more sustainable.

Trends Information

Framework

In 2025, Banco de Portugal foresees an acceleration of the Portuguese economy, from 1.9% to 2.2%, determined by the planned implementation of the Recovery and Resilience Plan funds. With regard to the inflation rate, it is expected to decrease from 2.6% in 2024 to 2.1% in 2025.

The favourable evolution of economic activity should contribute to a decrease in the public debt ratio as a percentage of GDP, from around 95% in 2024 to around 93% in 2025, which corresponds to the lowest value since 2010. In 2025, projections point to a budget surplus. With regard to external debt, the current account surplus is maintained. The main rating agencies assign a credit rating of "A" to the Portuguese republic.

During 2024, the worsening of geopolitical risks was notable, namely the escalation of conflicts in Palestine and Ukraine, the political uncertainty experienced, especially in Western countries, as well as

the growth of tensions between the main economic blocs. However, in early 2025 Israel and Hamas agreed to a temporary ceasefire.

The ECB cut interest rates by 100 bp for the year as a whole, setting the deposit rate at 3.0%. In January, the ECB cut again key interest rates by 25bps (deposit rate to 2.75%), and confirmed the path of gradual rate decline, anticipating the convergence of inflation towards the monetary policy objective in 2025. It is expected that the ECB's key rates will approach 2% as the year progresses.

The profitability of Portuguese banks is expected to remain robust in 2025, despite the ECB expected to continue lowering interest rates in 2025 and a slight decrease in net interest income compared to the previous year. Operating costs are expected to increase, reflecting the current inflationary context. However, Portuguese banks must remain efficient, with the system's cost-to-income ratio below 50%.

The cost of risk should maintain the normalisation trend, with no significant impact expected from a possible deterioration in asset quality in 2025. Portuguese banks have solid credit granting policies due to Banco de Portugal's macro prudential recommendations issued in 2018.

Portuguese banks have improved their financing profile over the last decade, with bank deposits representing the majority of their funding structures. The ratio between credit and deposits is expected to remain below 70% in 2025.

The sector has improved its asset quality and capitalisation since 2016 and is now more resilient.

Impact on the Group's activity

In 2025, BCP should maintain a high level of profitability, benefiting from the environment of higher interest rates in some of the geographies in which it operates, although in Portugal net interest income is expected to remain stable. The cost of risk should maintain the normalisation trend, given the close to full employment level of the Portuguese economy.

BCP reinforced its liquidity position in 2024. The Group's balance sheet resources grew 7.7% in December 2024 compared to the same period last year. Liquidity indicators were in December 2024 well above regulatory requirements: LCR at 342%, NSFR at 181% and Loans-to-Deposits ratio at 66%. The assets available for financing with the ECB stood at 30.9 billion euros. At Group level, the Customer base increased by 4.1%, to more than 6.9 million, with emphasis on the 10% increase in mobile Customers compared to December 2023, which represent 71% of the Group's total active Customers (63% in Portugal). Demand for credit remains moderate due to some delay in implementing the Recovery and Resilience Plan funds. In 2025, the Bank should continue to present a solid liquidity position.

The BCP Group has been pursuing a path of improving asset quality, particularly in Portugal, with the NPE ratio standing at 2.5% at the end of December 2024. A significant deterioration in asset quality is not expected.

In 2024, BCP was able to demonstrate its ability to generate organic capital, with the CET1 ratio standing at 16.3% and the total capital ratio at 20.6%, representing an increase of 89bps and 72bps compared to the same period in 2023. In the coming years, capital ratios are expected to decrease following higher capital distributions and organic growth, but remain above the target defined in the Strategic Plan.

Summary of the developments between 2011 and 2024 of some relevant indicators of the Bank[27]

The Bank has successfully executed an operational turnaround, reinforcing its financial and capital position despite adverse market conditions in the Portuguese banking sector. This position is reflected by achievements such as the reduction of the commercial gap from EUR 13.2 billion at 31 December 2012 to EUR -28.3 billion at 31 December 2024, following a significant deleveraging (net loans decreased by 11% and deposits increased by 70%), a recovery of net interest income in Portugal from EUR 343 million in 2013 to EUR 805 million in 2020, EUR 831 million in 2021, EUR 951 million in 2022, EUR 1,467 million in 2023 and EUR 1,335 million in 2024, a reduction of operating costs from EUR 853 million in 2013 to EUR 650 million in 2020, EUR 693 million in 2021, EUR 602 million in 2022, EUR 607 million in 2023 and EUR 673 million in 2024, and a reduction of cost of risk from 157 basis points in 2013, 54 basis points in 2023 and 31 basis points in 2024. The Group's pre-provision profit[28] increased from EUR 474 million in 2013, EUR 1.2 billion in 2020, EUR 1.2 billion in 2021, EUR 1.8 billion in 2022, EUR 2.6 billion in 2023 and EUR 2.3 billion in 2024. As a percentage of assets, pre-provision profit increased from 0.6% in 2013 to 1.4% in 2020, 1.3% in 2021, 2.0% in 2022, 2.8% in 2023 and 2.2% in 2024. As a result of the significant deleveraging, reliance on ECB funding has decreased from EUR 10.0 billion in 2013 to an excess of EUR 2.8 billion as at 31 December 2024.

The balance sheet breakdown as at 31 December 2024 is, on the assets side: gross loans and advances to customers (including debt securities and commercial paper) in the amount of EUR 57.2 billion (EUR 55.4 billion recorded in "Financial assets at amortised cost – Loans to customers"; EUR 1.8 billion recorded in "Debt securities held associated with credit operations" and EUR 0.003 billion (gross amount without considering fair value adjustments) recorded in "Financial assets not held for trading mandatorily at fair value through profit or loss – Loans and advances to customers at fair value"), securities portfolio (including financial assets at fair value through profit or loss and financial assets at fair value through other comprehensive income and debt securities held not associated with credit operations) in the amount of EUR 36.4 billion and other assets net in the amount of EUR 1.2 billion; and on the liabilities side: deposits in the amount of EUR 84.0 billion (at the amortised cost), money market net (the difference between resources from credit institutions and cash and deposits at central banks, loans to credit institutions and loan agreements) in the amount of EUR -5.1 billion, debt issued by the Bank in the amount of EUR 6.2 billion and shareholders' equity in the amount of EUR 8.2 billion. The balance sheet breakdown as at 31 December 2011, was on the assets side: loans and advances to customers in the amount of EUR 68.0 billion, securities in the amount of EUR 12.1 billion and other assets net in the amount of EUR 3.2 billion; and on the liabilities side: deposits in the amount of EUR 47.5 billion, money market net in the amount of EUR 12.9 billion, debt issued by the Bank in the amount of EUR 18.5 billion and shareholders' equity in the amount of EUR 4.4 billion.

The breakdown by instrument of the outstanding amounts of the debt issued by the Bank as at 31 December 2024 (EUR 6.2 billion) is as follows (which are recorded in the captions "Financial liabilities at amortised cost – non subordinated debt securities issued", "Financial liabilities at amortised cost – subordinated debt" and "Financial liabilities at fair value through profit or loss"): MTN (EUR 3.0 billion), bonds and certificates (EUR 1.7 billion), securitisations (EUR 0.1 billion), subordinated debt (EUR 1.4 billion) and loan agreements (EUR 0.0 billion). As at 31 December 2011, the breakdown by instrument of the outstanding amounts of the debt issued by the Bank (EUR 18.5 billion) was as follows: MTN (EUR 7.6 billion), bonds and certificates (EUR 4.1 billion), covered bonds (EUR 3.3 billion),

[27] In this section, the terms listed below shall have the following meaning:
"**Net loans**" means loans to customers at amortised cost net of impairment, debt instruments at amortised cost associated to credit operations net of impairment and balance sheet amount of loans to customers at fair value through profit or loss;
"**Commercial gap**" means loans to customers (gross) minus on-balance sheet customer funds;
"**Net Interest Margin**" means net interest income for the period as a percentage of average interest earning assets;
"**Cost of time deposits**" means spread on term deposits book minus 3m Euribor;
"**Total funding costs**" means interest expenses divided by interest bearing liabilities; and
"**Performing loans**" means loans to customers (gross) minus the stock of non-performing exposures.

[28] "**Pre-provision profit**" means net interest income, dividends from equity instruments, net commissions, net trading income, other net operating income and equity accounted earnings minus operating costs.

securitisations (EUR 1.2 billion), subordinated debt (EUR 1.1 billion) and loan agreements (EUR 1.2 billion).

The amount of the debt outstanding repaid from 2011-2017 was on average EUR 2.3 billion per year, from 2018-2022 was on average EUR 0.6 billion and in 2023 and 2024 EUR 0.4 billion. The amount of debt to be repaid in the years after 2024 amounts to EUR 6.2 billion. Future debt repayments (medium-long term) are significantly lower than in the past.

The securities portfolio totalled EUR 12.1 billion as at December 2011 of which EUR 7.3 billion is sovereign debt (Portuguese Government Bonds totaled EUR 4.7 billion of which EUR 3.0 billion are Bonds and EUR 1.7 billion are T-Bills, Polish Government Bonds totalled EUR 0.8 billion; Mozambican long-term Government Bonds totalled EUR 0.3 billion and other totalled EUR 1.5 billion) and EUR 4.8 billion other instruments. The securities portfolio totalled EUR 36.4 billion as at 31 December 2024 of which EUR 28.5 billion is sovereign debt (Portuguese Government Bonds totalled EUR 4.9 billion of which EUR 3.9 billion are bonds and EUR 1.0 billion are T-Bills, Polish Government Bonds totalled EUR 8.0 billion; Mozambican Government Bonds totalled EUR 0.7 billion and other totalled EUR 15.0 billion) and EUR 7.9 billion other instruments.

Evolution of some relevant indicators of the Bank between 2011 and 2024

Consolidated	**2011**	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**
Pre-Provision Profit (€mn)	-	-	474	1 143	1 286	1 317	1 243	1 159	1 169	1 166	1 219	1 784	2 607	2 267
Contribution to consolidated results of international operations *(€ mn)*	-	-	159	178	170	173	175	187	144	49	-35	-146	131.2	119.9
Net loans (*€ bn*)	68.0	62.6	56.8	53.7	52	48	47.6	48.1	52.3	54.0	56.4	56.2	55.2	57.2
Deposits (*€ bn*)	47.5	49.4	49.0	49.8	51.5	48.8	51.2	55.2	60.9	63.3	69.6	75.9	77.9	84.0
Commercial gap (*€ bn*)	20.5	13.2	7.8	3.9	0.4	-0.8	-3.6	-7.1	-8.6	-9.2	-13.2	-19.7	-22.7	-28.3
ECB funding (*total collateral*) (*€ bn*)	15.7	22.3	19.9	14.2	13.9	12.1	12.8	16.9	17.1	22.5	25.5	23.9	25.8	30.9
ECB funding (*€ bn*)	12.4	10.5	10.0	6.6	5.3	4.4	3.0	2.7	0.3	3.3	1.7	-2.6	-2.1	-2.8
Net Stable Funding Ratio (NSFR) (%)	-	-	-	114%	116%	112%	124%	133%	135%	140%	150%	154%	167%	181%
Liquidity Coverage Ratio (LCR) (%)	-	-	-	136%	158%	124%	158%	218%	216%	230%	269%	212%	276%	342%
CET1 fully implemented (%)	-	-	9.3%	8.9%	10.2%	9.7%	11.9%	12.0 %	12.2%	12.2%	11.7%	12.5%	15.4%	16.3%
RWAs Density (fully implemented) (%)	-	-	52%	56%	57%	54%	55%	55%	55%	54%	49%	48%	42%	39%
Leverage Ratio (%)	-	-	-	-	5.6%	6.0%	6.5%	6.2%	7.0%	6.7%	5.9%	6.0%	6.4%	6.4%

Individual (Portugal)	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**
Pre-Provision Profit (€mn)	54	666	908	888	764	672	660	687	721	970	1 419	1 289
Net Interest Income (*€ mn*)	343	527	711	736	808	803	789	805	831	951	1 467	1 335
Net Interest Margin (%)	0.6%	1.0%	1.5%	1.6%	1.8%	1.8%	1.7%	1.6%	1.4%	1.5%	2.6%	2.21%
Cost of time deposits (*bps*)	-239	-173	-123	-83	-69	-56	-56	-52	-57	27	263	167
Total funding costs (%)	2.41 %	1.92 %	1.21 %	0.78%	0.44 %	0.33%	0.26%	0.13%	0.01%	0.09%	0.69%	1.30%
Operating costs (*€ mn*)(*)	853	690	644	624	588	641	674	650	693	602	617	673
Recurring Operations Costs (€mn) (**)	-	690	638	624	602	609	631	619	602	585	601	673
Number of branches(***)	774	695	671	618	578	546	505	478	434	408	399	398
Number of employees(****)	8,584	7,795	7,459	7,333	7,189	7,095	7,204	7,013	6,289	6,252	6,242	6203
Impairment charges (*€ mn*)	743	1,021	730	1,045	533	389	279	354	273	218	208	119
Cost of risk (*bps*)	157	233	175	266	140	105	76	92	69	54	54	31
Non Performing Exposures (€mn)	12 783	10 921	9 777	8 538	6 754	4 797	3 246	2 363	1 878	1 361	1 107	973

NPE Total Coverage (%) (*****)	-	87%	89%	100%	100%	108%	112%	120%	130%	126%	142%	138%
NPE Coverage by LLRs (%)	23%	28%	31%	39%	42%	50%	58%	63%	68%	69%	89%	90%
Foreclosed Assets (net of impairments) (€bln)	1.0	1.0	1.2	1.6	1.5	1.3	0.8	0.7	0.4	0.2	0.1	0.1
Restructuring Funds (€bln)	1.0	1.3	1.4	1.2	1.0	1.0	0.9	0.8	0.8	0.4	0.4	0.3
Performing loans (*€ bn*)	34.5	32.9	31.8	30.8	31.2	32.4	33.5	36.1	38.0	38.8	37.5	37.4
Customer deposits (*Term deposits*) (*€ bn*)	24.9	24.3	21.9	19.9	18.9	18.2	16.7	16.1	15.9	19.2	22.8	25.6
Customer deposits (*On-demand deposits*) (*€ bn*)	9.0	10.1	12.9	14.1	16.4	19.5	22.7	27.2	31.8	33.5	28.3	28.7

(*) FY 2011: 1,039

(**) Excluding non-usual items)

(***) 885 in 2011

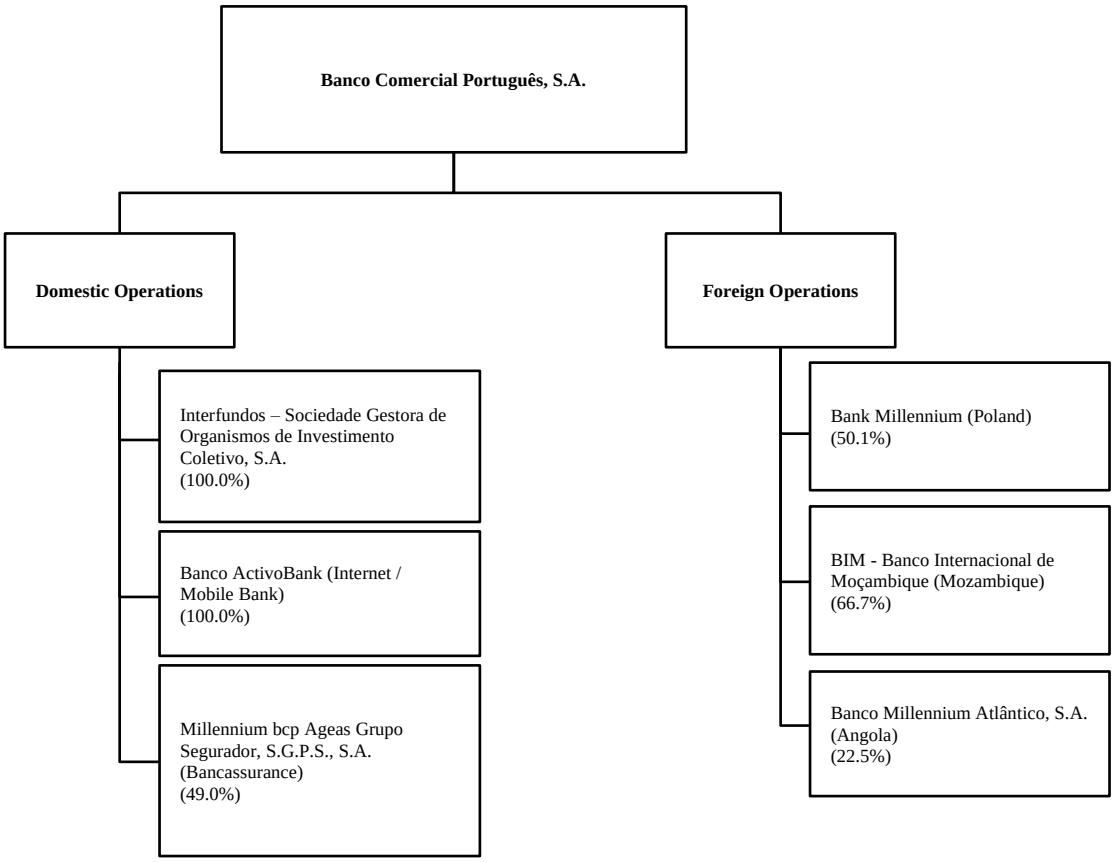
(****) 9,959 in 2011

(*****) Coverage by LLRs and collateral

Organisational Structure

The Bank and the Group

The following diagram summarises the organisational structure of the principal subsidiaries of the Group as at 31 December 2024:



In addition, the Bank's subsidiary, Millennium bcp – Prestação de Serviços ACE represents its associates regarding third parties, namely in the areas of IT, operational, administrative and procurement. The Bank is, directly or indirectly, the ultimate holding company of all the companies in the Group and is not dependent upon other entities within the Group. Being the ultimate holding company of the Group, the activities developed by the other members of the Group have an impact on the Bank.

Ownership and Control

The Bank is not aware of any shareholder or group of connected shareholders who directly or indirectly controls the Bank.

Significant Subsidiaries

The following is a list of the main subsidiaries of the Bank as of 31 December 2024:

Subsidiary companies	Head Office	Activity	% held by the Group	% held by the Bank
Banco ActivoBank, S.A.	Lisbon	Banking	100	100
Banco Millennium Atlântico, S.A.	Luanda	Banking	22.5	–
Bank Millennium, S.A.	Warsaw	Banking	50.1	50.1
BIM - Banco Internacional de Moçambique, S.A.	Maputo	Banking	66.7	–
Interfundos – Sociedade Gestora de Organismos de Investimento Coletivo, S.A.	Oeiras	Investment fund management	100	100
Millennium bcp – Prestação de Serviços, A. C. E.	Lisbon	Services	97.7	93.2
Millenniumbcp Ageas Grupo Segurador, S.G.P.S., S.A.	Oeiras	Holding company	49	49

General information

So far as the Bank is aware, there are no arrangements in place, the operation of which may result in a change of control of the Bank.

The Bank has made no material investments since the date of the last published financial statements and the Bank has not made relevant firm commitments on future investments.

There have been no recent events particular to the Bank, which are to a material extent relevant to the evaluation of the Bank's solvency.

Share Capital

The authorised, issued and fully paid up share capital of the Bank is EUR 3,000,000,000.00 divided into 15,113,989,952 shares with no nominal value. The shares are ordinary, issued in a dematerialised book-entry form (escriturais) and nominativas, and are integrated in a centralised system recognised under the Portuguese Securities Code (Central de Valores Mobiliários) managed by Interbolsa – Sociedade Gestora de Sistemas de Liquidação e de Sistemas Centralizados de Valores Mobiliários, S.A., with its registered office at Avenida da Boavista, 3433, 4100 -138 Oporto.

Legislation regulating the activity of the Bank

The Bank is governed by European Union rules, banking and commercial Portuguese laws on limited liability companies (*sociedades anónimas*) – notably by the Portuguese Companies Code (*Código das Sociedades Comerciais*) – and, in particular, by the Banking Law, by the Portuguese Securities Code (*Código dos Valores Mobiliários*) and other complementary legislation. Further, subsidiaries located in EU countries and third countries are subject to local laws and regulations.

In general terms, the Bank's activities are subject to the supervision of the following supervisory entities: (i) as a credit institution, the European Central Bank ("**ECB**") under the Single Supervisory Mechanism ("**SSM**"), that supervises the Bank on a consolidated basis (at solo basis for the group's entities located in the euro area) and of Banco de Portugal, (ii) as an issuer and a financial intermediary, the Comissão do Mercado de Valores Mobiliários, the Portuguese securities market authority ("**CMVM**"); and (iii) when acting as insurance intermediary, the Autoridade de Supervisão de Seguros e Fundos de Pensões, the Portuguese insurance and pension funds supervisory authority ("**ASF**"). It is also subject to the authority of the Single Resolution Board ("**SRB**"). In Poland the Polish Financial Supervision Authority ("**UKNF**") ensures the orderly functioning and safe development of the financial market and in Mozambique the supervisor is Banco de Moçambique.

Recent developments on the banking regulation

Regulatory requirements

Capital requirements:

On 12 September 2010, the Basel Committee on Banking Supervision announced the Basel III framework setting out enhanced standards to strengthen financial institutions' capital base, improving risk management and governance, and increasing transparency for market participants. The Basel III framework is built on the Basel II three-pillar architecture, according to which: (i) Pillar 1 (minimum prudential requirements) sets the binding minimum level of capital banks and investment firms need to face major risks; (ii) Pillar 2 (supervisory review) allows supervisors to evaluate institution-specific risks and impose additional capital charges to face them; and (iii) Pillar 3 (market discipline) aims to increase transparency in banks' financial reporting allowing marketplace participants to better reward well-managed banks.

The Basel III framework was implemented in the EU through the adoption of Regulation 575/2013/EU of the European Parliament and of the Council of 26 June 2013, as amended, on prudential requirements ("**CRR**") and Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013, as amended, on access to the activity of credit institutions on prudential requirements ("**CRD**"). The CRR and the CRD establish the prudential regulatory framework for credit institutions and investment firms. The directive governs the access to banking activity, and the CRR establishes how to calculate the amount of capital that banks and investment firms must set aside, and it also lays down requirements on reporting and liquidity.

The CRR is directly applicable to Member States since January 2014 and includes the following provisions in addition to the minimum capital requirement for CET1 capital of 4.5% of risk weighted assets ("**RWA**"), of 6% for Tier 1 capital ratio and the total capital ratio of 8.0%:

(i) an additional capital conservation ratio requirement of 2.5% over common equity;

(ii) a countercyclical capital buffer, which will be between 0.0% and 2.5% of RWA with the ability to absorb losses as a function of the credit cycle subject to its application by national supervisory authorities;

(iii) a systemic risk buffer and a buffer for other systemically important institution; and

(iv) the leverage ratio of 3.0%.

As of June 2021, CRD V/CRR II introduced additional own funds requirements for the leverage ratio for which competent authorities are obliged to assess the risk of excessive leverage and potentially impose a P2R-LR on top of the P1R-LR if risk of excessive leverage is not covered or not sufficiently

covered by P1R-LR. Similar to the P2G, the P2G-LR is based on the outcomes of the adverse scenario of the relevant supervisory stress tests.

Following from the regular supervisory review performed by the competent supervisory authorities, additional requirements may be established (Pillar 2 requirements - including Pillar 2 requirement for the risk of excessive leverage (P2R-LR) - and Pillar 2 guidance, including Pillar 2 guidance for the risk of excessive leverage (P2G-LR)).

The CRD empowers the European Banking Authority ("**EBA**") to draw up regulatory technical standards that specify some of the aspects covered by CRD and CRR. Upon their adoption by the European Commission, these norms are directly applicable under Portuguese law. Guidelines issued by the EBA are subject to their adoption by the national competent authorities.

The supervision of internal models implemented by banks and other financial institutions is based on current applicable EU and national law, including CRR, the relevant regulatory technical standards of the EBA and the EBA guidelines with which the ECB has announced its intention to comply. The internal risk models that the Bank has implemented are supervised and monitored continuously by the supervisory authorities, with whom the Bank maintains a regular dialogue on the matter.

On 23 November 2014, Decree-Law No. 157/2014, of 24 October 2014 ("**Decree-Law No. 157/2014**"), entered into force, amending the Legal Framework of Credit Institutions and Financial Companies, and implementing the then applicable versions of CRD and CRR at domestic level.

Since entering into force, CRR and CRD have been amended several times addressing identified issues in the prudential regulatory framework and implementing some outstanding elements of the global financial services reform that are essential to ensuring the resilience of institutions or adjusting to extraordinary circumstances. Examples of such adjustments are the introduction of transitional arrangements for mitigating the impact of the introduction of IFRS 9 on own funds and for the large exposures treatment of certain public sector exposures denominated in the domestic currency of any Member State, the requirement for minimum loss coverage for non-performing exposures ("**prudential backstop**") and the adjustments to mitigate impacts of the COVID-19 pandemic ("**quick fix**").

On 7 December 2017, the Basel Committee on Banking Supervision reached an agreement on the remaining Basel III reforms ("**Basel IV**"). Basel IV aims at reducing excessive variability of RWA. The agreed reforms address the following topics:

(i) Improvement of the standardised approaches for credit risk;

(ii) Constraints to the use of internal models: banks may, for example, for their exposures to large and mid-sized corporates no longer use own estimates for two parameters (the loss-given-default and exposure at default) but rather use fixed values instead. Moreover, after the reform, internal ratings-based approaches will no longer be allowed for exposures to equities;

(iii) Improvement of the operational risk framework: current approaches are replaced with a single risk-sensitive standardised approach to be used by all banks; internal models will no longer be allowed to address losses that stem from misconduct, inadequate systems and controls, *etc*.;

(iv) Introduction of a different output floor set at 72.5% introducing a limit to the regulatory capital benefits that a bank using internal models can derive compared to the standardised approaches; and

(v) Revised procedure for calculating credit valuation adjustments (CVAs) in derivatives.

Directive (EU) 2017/2399 of the European Parliament and of the Council of 12 December 2017 (regarding the ranking of unsecured debt instruments in insolvency hierarchy), which amended BRRD, was implemented in Portugal through Law No. 23/2019, of 13 March 2019, creating a new asset class of "non-preferred" senior debt that ranks in insolvency above own-funds instruments and subordinated liabilities that do not qualify as own funds, but below other senior liabilities. Further, it confers a preferential claim to generally all deposits vis-à-vis unsecured senior debt. Additionally, under the final rules to be implemented following the European Commission's proposal to adjust and further strengthen the existing EU CMDI framework, the ranking in insolvency of depositors may be further changed or enhanced.

The banking package approved by the Council in May 2019 implemented some material elements of the Basel III framework (Basel IV) by the way of amendments to the CRR, CRD, the BRRD and the SSM Regulation.

This legislative package included revised rules on calculating capital requirements for market risk (the "Fundamental review of the trading book"), introduction of a binding leverage ratio and a binding net stability funding ratio ("**NSFR**") and streamlining Pillar 2 capital requirements. This legislative package also adjusts the minimum requirement for own funds and eligible liabilities ("**MREL**"). The above regulations and directives entered into force on 27 June 2019. Member States shall adopt and publish the measures necessary to comply with the directives.

The Bank also operates under Banking Law, applicable to credit institutions in Portugal. On 9 December 2022, Law No. 23-A/2022 implemented CRD V and BRRD II on access to banking and prudential supervision and the recovery and resolution of credit institutions and investment firms, respectively.

Regulation (EU) 2020/873 of the European Parliament and of the Council of 24 June 2020, which contains amendments to the CRR in response to the COVID-19 pandemic, brought forward the application dates for certain reforms introduced by the CRR, such as the exemption of certain software assets from capital deductions, specific treatment envisaged for certain loans backed by pensions or salaries, as well as small and medium-sized enterprises and infrastructure supporting factors.

On 27 October 2021, the European Commission published a proposal aiming to finalise the EU's implementation of the Basel III framework in the EU consisting of a legislative proposal to amend the CRD and the CRR.

In June 2024, new texts of the CRD and CRR (CRD VI/CRR III) were published, including a revised framework for assessing the adequacy of the top management of EU banks, along with other changes in EU banking governance rules. New provisions were also introduced regarding the management, communication, disclosure, governance, and prudential analysis of ESG risks. The new prudential rules of the CRR, including requirements related to credit risk, credit valuation adjustment risk, operational risk, market risk, and the minimum total risk exposure amount ("output floor") came into effect on 1 January 2025, with phased implementation in certain cases. To align implementation dates and ensure a level playing field globally, EU authorities have proposed to delay the start date of the new trading book rules.

Capital buffers: The macroprudential toolkit for banks has been applicable since 2014, mostly comprising a set of prudential tools designed to limit systemic risks and safeguard financial stability. The European Commission is working on improving the EU macroprudential framework for the banking sector. Such changes may have an impact on some of the above-mentioned buffer requirements. The setting of the countercyclical buffer or systemic risk buffer has to be disclosed by the NCA with one year in advance to its implementation.

The criteria for maintenance by credit institutions and certain investment companies of additional own funds' buffers include:

(a) a capital conservation buffer;

(b) the institution's specific countercyclical capital buffer;

(c) the systemic risk buffer; and

(d) the other systemically important institutions buffer.

The combined buffer requirement ("**CBR**") with which each institution is required to comply corresponds to the sum of the capital conservation buffer, the institution-specific countercyclical capital buffer, and the higher of the O-SII buffer and the systemic risk buffer (except where the latter only applies to risk exposures in the Member State which activated the measure, in which case it is additive).

These measures have the objective of safeguarding financial stability, by strengthening the resilience of the financial sector and preventing systemic risk. The set of instruments and intermediate objectives will be revised and adjusted by the competent authorities where necessary to better safeguard financial stability. In addition, other macroprudential policy instruments may be activated if deemed necessary. Failure to comply with these buffers implies restrictions on distributions relating to CET1 own funds as well as an obligation to submit to the competent authorities a capital conservation plan within 5 business days of the breach.

Capital conservation buffer: The capital conservation buffer requirement aims to accommodate losses from a potential adverse scenario. The Bank has a requirement (at an individual and consolidated level) to maintain a minimum CET1 capital buffer of 2.5%, as provided in Article 138-D of the Banking Law.

Countercyclical buffer: The countercyclical capital buffer is a macroprudential instrument aiming to improve the banking system's resilience to periods of excessive credit growth. The establishment of variable capital requirements over the cycle is expected to contribute to mitigating the pro-cyclicality of banks' credit policies. The following apply to this buffer:

(i) the rate will be set between 0% and 2.5% of the total risk exposure amount;

(ii) the rate is calibrated in steps of 0.25 percentage points or multiples of 0.25 percentage points; and

(iii) in exceptional cases, the rate may be set at a level above 2.5%.

The buffer rate for each institution, known as the "institution-specific countercyclical buffer rate", is a weighted average of the countercyclical buffer rates that apply in the countries where the credit exposures of that institution are located. This requirement is met with CET1 capital. Under the SSM, the ECB can propose higher minimum capital requirements than the ones defined by the national authorities. This capital buffer will apply to all credit risk exposures, with credit exposures to the domestic private non-financial sector, of credit institutions and investment firms subject to the supervision of Banco de Portugal or the ECB (SSM), as applicable.

The countercyclical buffer rate for credit exposures to the domestic counterparties (Portugal) will remain at zero per cent. of the total risk exposure amount for the second quarter of 2025, and at 0.75% of the total risk exposure amount from 1 January 2026. This decision is reviewed by Banco de Portugal on a quarterly basis or at an earlier date on exceptional circumstances. In addition, a countercyclical reserve calculated at the consolidated level is to be applied in Poland from September 2025.

Systemic risk buffer: In order to calculate the systemic risk buffer, Banco de Portugal categorises institutions as global systemically important institution ("**G-SII**") or other systemically important institution ("**O-SII**"). Banco de Portugal can also impose a systemic risk buffer of CET1 capital on an individual, sub-consolidated or consolidated basis of at least 1% of the risk exposure to which such buffer is applicable, to prevent or reduce the long-term non-cyclic systemic or macroprudential risks.

The Bank is currently classified as an O-SII, and as such it is subject to concurrent additional capital requirements. The O-SII buffer consists of CET1 capital on a consolidated basis. The cap on the O-SII buffer rate of 2% has been lifted with CRD V to 3%, subject to the approval of the European Commission. These buffers are revised each year or in the event of a significant restructuring process, particularly, a merger or acquisition.

The ECB revised its floor methodology for assessing capital buffers for O-SIIs proposed by national authorities. Effective since 1 January 2024, the revised floor methodology strengthens the capacity of systemically important banks to absorb losses and continue to provide key financial services to the real economy. The revised floor methodology increases the number of buckets to which O-SIIs are allocated from four to six and raises the floor level for the highest bucket to 1.50% while keeping the floor of the lowest bucket unchanged at 0.25%.

The Bank's O-SII buffer was set at 1% and is to be complied with from 1 January 2025 onwards. Banco de Portugal revises or confirms the buffer usually on a yearly basis. A G-SII could face additional requirements. Although it is currently not anticipated that Portuguese banks may be classified as G-SIIs, there is no assurance that this will not change in the future.

Sectoral risk buffer: As of 1 October 2024, a sectoral systemic buffer rate applicable to banking groups using the IRB approach is in place (4% on risk exposure amount of all retail exposures to natural persons which are secured by residential property located in Portugal). This percentage must be reviewed at least every two years by the Banco de Portugal or if the systemic risk level in the Portuguese residential property market changes.

Leverage ratio

The leverage ratio is a (non-risk-sensitive) measure of a bank's ability to meet its long-term financial obligations, calculated by dividing the Tier 1 capital by a non-risk-based measure of an institution's on-balance and off-balance sheet items and expressed as a percentage.

CRD imposes a binding leverage ratio minimum requirement of 3%. Under the CRD rules, additional leverage ratio requirements can be imposed to address the institution-specific risk of excessive leverage.

The Bank's leverage ratio was 6.4% fully implemented, as at 31 December 2024.

Liquidity requirements

Basel III and CRD and CRR, provide for the setting of short- and long-term liquidity ratios and funding ratios, namely the liquidity coverage ratio ("**LCR**") and the NSFR.

The Bank's LCR calculated in accordance with the Commission Delegated Regulation (EU) 2015/61, of 10 October 2014, as amended, and the NSFR, estimated in accordance with Basel III methodology, were 342% and 181%, respectively, as at 31 December 2024, higher than the reference value of 100% (fully implemented).

The LCR requires that banks have sufficient high-quality liquid assets ("**HQLA**") in their liquidity buffer to cover the difference between the expected cash outflows and the expected capped cash inflows

over a 30-day stressed period. The value of the ratio is to be no lower than 100% (the stock of HQLAs should at least equal total net cash outflows).

The NSFR is defined as the amount of available stable funding relative to the amount of required stable funding. This ratio should be equal to at least 100% on an on-going basis. "**Available stable funding**" is defined as the portion of capital and liabilities expected to be reliable over the time horizon considered by the NSFR, which extends to one year. The ratio aims at ensuring that the funding of illiquid assets is made through stable sources, both in normal as well as adverse conditions.

On 31 March 2025, the European Commission proposed a targeted legislative amendment to the CRR that would render permanent the currently transitory treatment of short-term securities financing with financial customers for the calculation of the NSFR.

Sustainable Finance

The European institutions are strongly supporting the transition to a low-carbon, more resource-efficient and sustainable economy and have been at the forefront of efforts to build a financial system that supports sustainable growth, ensuring the consistent integration of sustainability risks in risk management systems of banks, including climate change stress tests. As part of the Green Deal, the European Commission introduced three directives and regulations: (i) Corporate Sustainability Reporting Directive ("**CSRD**") requiring companies to report on their ESG performance; (ii) Corporate Sustainability Due Diligence Directive ("**CSDDD**") to foster sustainable and responsible corporate behaviour in companies' operations and (iii) EU Taxonomy Regulation, a classification system established to clarify which economic activities are environmentally sustainable.

In February 2025, the European Commission adopted a package of proposals to simplify EU rules on sustainability and EU investments bringing together proposals in a number of related legislative fields, including sustainable finance reporting, sustainability due diligence, EU Taxonomy, carbon border adjustment mechanism, and European investment programmes. The legislative proposals include changes to the CSRD, CSDDD, and Carbon Border Adjustment Mechanism.

On 12 December 2024, Regulation (EU) 2024/3005 of the European Parliament and of the Council of 27 November was published on the transparency and integrity of ESG rating activities, in force since 2 January 2025, applicable from 2 July 2026, making ESG rating activities more transparent and strengthening the governance of ESG rating providers as well as their independence.

Complementing the sustainability taxonomy defined by Regulation (EU) 2020/852, Delegated Regulation (EU) 2021/2139 has set out the technical screening criteria for determining under which conditions an economic activity qualifies as contributing substantially to climate change mitigation or climate change adaptation and establish that such economic activity does not cause significant harm to any one of the environmental objectives set out in the Regulation. It will thus allow banks to test their "transition capacity" and identify: i) transition or adaptation financing needs of banks' counterparties (how much counterparties need to invest for transition) and ii) the most vulnerable exposures from a transition and adaptation perspective.

In accordance with the provisions of Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019, the European Commission addressed the equally complex need for classification requirements for sustainable investment products through the Sustainable Finance Disclosure Regulation ("**SFDR**"), which establishes harmonised disclosure requirements. The SFDR regulation, applicable to financial market participants and financial advisers since March 2021, aims not only to classify sustainable investment products, but to harmonise the sustainability-related information disclosed at product and company level, including their strategic business and policy decisions, on their websites, pre-contractual information and periodic reports. Financial market

participants that make and sell sustainable investment products have disclosure obligations in relation to their sustainable products, namely at the level of (i) integration of sustainability risks, (ii) consideration, in their processes, of negative impacts on sustainability and (iii) in the provision of sustainability information in relation to financial products.

On 12 December 2024, Regulation (EU) 2024/3005 of the European Parliament and of the Council of 27 November was published on the transparency and integrity of ESG rating activities, entering in force on 2 January 2025, applicable from 2 July 2026.

The integration of ESG risks into the supervisory framework is supported by the ECB's economy-wide climate stress tests, while EBA has already defined the inclusion of ESG related risks in the Pillar 2 framework.

Banking Union

In an effort to harmonise the regulation and supervision of banking activities across the European Union and especially in the Eurozone, the European Commission established a new common regulation (Single Rule Book) and a common supervisory architecture (European Supervisor Authorities together with Nacional Competent Authorities. The key-elements of the Banking Union are the Single Supervisory Mechanism ("**SSM**"), the SRM and the European Deposits Insurance Scheme ("**EDIS**"):

(i) The SSM, which assigns the role of direct banking sector supervisor to the ECB in order to ensure that the largest banks in Europe are independently supervised under common rules (operating since 4 November 2014);

(ii) The SRM, which is responsible for planning for the worst-case scenario, namely the failure of a bank, to ensure that the situation can be resolved in an orderly manner;

(iii) On 24 November 2015, the European Commission presented a legislative proposal that aims to add another element to the Banking Union, the EDIS, which is to be built on the basis of existing national Deposit Guarantee Schemes ("**DGS**"), but yet to be implemented.

As part of the agenda for the completion of the Banking Union, the bank crisis management and deposit insurance framework ("**CMID**") - consisting of the BRRD, SRM Regulation and the DGS Directive, acting together with relevant national legislation - is under review. The purpose of the review is to increase the efficiency, proportionality and overall coherence of the crisis management and deposit insurance framework.

Furthermore, the underlying resolution rules were changed through the provisions of the BRRD, according to which resolutions shall mainly be financed by banks' shareholders and creditors. Where necessary, financing can also be provided, on a complementary basis, by the established Single Resolution Fund (the "**SRF**"), which is financed by the European banking industry. After the completion of the target level verification exercise, the SRB confirmed on February 2025 that the financial means available in the SRF at 31 December 2024 represented EUR 80 billion and therefore reached the target level of at least 1% of covered deposits held in the Member States participating in the SRM. As such, no regular annual contributions will be collected in 2025.

Under normal circumstances, the target level verification exercise will be performed each year to confirm that the available financial means at the SRF are at least 1% of the amount of covered deposits of all credit institutions authorised in the participating Member States. If the result of such exercise should prescribe so, the SRB will restart the regular collection of contributions to SRF.

The Single Supervisory Mechanism

The Banking Union assigns specific tasks to the ECB concerning policies relating to the prudential supervision of credit institutions. According to the regulation, the SSM is intended to ensure that the European Union policy relating to the prudential supervision of credit institutions is implemented in a coherent and effective manner, that the single rulebook for financial services is applied in the same manner to credit institutions in all Member States concerned and that those credit institutions are subject to supervision of the highest quality, unfettered by other non-prudential considerations.

The ECB directly supervises approximately 110 financial institutions, including (since 4 November 2014) the Bank, that are considered to be systemically relevant, given their dimension and importance in the banking system of each Member State. The ECB's supervision of banks that are not considered significant ("**less significant**" **institutions**) is exercised in conjunction with national authorities. The "SSM Regulation" and the "SSM Framework Regulation" provide the legal basis for the operational arrangements of the SSM.

The SSM is also responsible for regularly assessing and measuring the risks for each bank and, consequently, the capital and liquidity adequacy of credit institutions through the global evaluation of own funds adequacy, by means of the SREP:

(i) During the SREP, the supervisor not only defines banks' capital requirements, (e.g. P2R - including P2R-LR - and Pillar 2 capital guidance ("**P2G**") – including Pillar 2 guidance for the risk of excessive leverage ("**P2G-LR**"), but may also decide to impose additional measures on banks, including liquidity and qualitative measures. The final measures to be adopted will be assessed, on a case-by-case basis, by the Supervisory Board of the ECB;

(ii) The prudential requirements require banks to maintain a total SREP capital requirement ("**TSCR**") that includes CET1 instruments and other capital instruments;

(iii) Banks are also subject to the overall capital requirement ("**OCR**") that includes, in addition to the TSCR, additional capital buffers, namely "the combined buffer", comprised of the countercyclical capital buffer, capital conservation buffer and systemic buffer, as described above; and

(iv) The P2G is to be made up entirely of CET1 capital and should be held over and above the OCR. Failure to comply with the P2G is not itself a breach of own funds requirements, but it may be subject to additional measures adjusted to the individual situation of the bank. The P2G is not relevant for purposes of the Maximum Distributable Amount ("**MDA**").

The MDA is the maximum amount a bank is allowed to pay out, for example for bonuses or dividends. The MDA is calculated as the amount of interim or year-end profits not yet incorporated in CET1 capital, multiplied by a factor ranging from 0 to 0.6 depending on the size of the CET1 shortfall against the combined buffer. An institution which does not report interim or year-end profits, and which does not comply with the combined buffer, is not allowed to distribute dividends, to pay coupons on AT1 instruments, nor to pay discretionary bonuses.

The CRD clarifies the conditions for imposing Pillar 2 additional requirements, i.e., the institution-specific nature of Pillar 2 add-ons makes them unsuitable for macro-prudential purposes, for which other specific tools are set out. It also clarifies the interaction between the Pillar 2 add-ons, the Pillar 1 requirements, the own funds and eligible liabilities requirement, the MREL and the combined buffers (the 'stacking order') while clarifying the distinction between Pillar 2 requirements imposed by supervisors to address institution-specific actual risks and (non-binding) P2G, which refers to the possibility for competent authorities to indicate to banks the level of capital in excess of Pillar 1, Pillar

2 and combined buffers requirements that they expect them to hold to face forward-looking and remote stresses.

The EBA issues guidelines on common procedures and methodologies for the SREP. These guidelines introduce consistent methodologies for the assessment of risks to capital and risks to liquidity, and for the assessment of the Bank's capital and liquidity adequacy. Changes to guidelines, after being endorsed by the competent authorities may also have implications on the Bank's compliance of supervisory requirements.

The Single Resolution Mechanism

Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014, as amended, establishes a framework for recovery and resolution ("**BRRD**"). The SRM, establishes uniform rules and procedures for the resolution of credit institutions (the "**SRM Regulation**") regarding the loss-absorbing and recapitalisation capacity.

On 10 December 2022, Law No. 23-A/2022 of 9 December entered into force, revising a wide range of banking and financial rules related to the transposition of the CRD V and BRRD II. It also amends the Banking Law and the Portuguese Securities Code (*Código dos Valores Mobiliários*). In the event of a bank's critical financial condition ("**fail or likely to fail**"), the Banking Union's framework was designed to minimise the impact of any particular bank's financial difficulties on the financial system and on taxpayers. Under the envisaged SRM, shareholders of the institution would be the first to bear losses, before that institution's lenders in accordance with the applicable creditor hierarchy set out under applicable legislation. To that end, resolution authorities were given the power to allocate losses to shareholders and creditors (including holders of any Notes) (the "**bail in**" tool, as per Article 43 of the BRRD), in line with the valuation of the failing business and according to the sequence of write down and conversion provided in the BRRD. Shareholders and creditors must therefore absorb losses for at least 8% of their total liabilities, including own funds, before any use of the resolution fund.

Guaranteed deposits are expected to be safeguarded and creditors should not bear losses greater than those that they would have suffered had the institution been liquidated under ordinary insolvency proceedings. The BRRD contemplates that subordinated liabilities may be subject to non-viability loss absorption, in addition to the application of the general bail-in tool.

As such, the Banking Union and, in particular, the use of resolution tools and powers provided for by the Banking Union, may disrupt the rights of shareholders and creditors. In particular, the power of the authorities to transfer the shares or all or part of the assets of an institution to a private purchaser without the consent of shareholders affects the property rights of shareholders. In addition, the power to decide which liabilities to transfer out of a failing institution based upon the objectives of ensuring the continuity of services and avoiding adverse effects on financial stability may affect the equal treatment of creditors.

To avoid institutions structuring their liabilities in a manner that impedes the effectiveness of the bail-in tool, the BRRD requires that institutions meet at all times a MREL expressed as a percentage of the total liabilities and own funds of the institution. When determining MREL in accordance with points (a) and (b) of Article 45c (1) of the BRRD and in applying the bail-in tool, the resolution authority should ensure that the resolution entity has sufficient own funds and eligible liabilities to ensure that, if the bail-in tool or write down and conversion powers, respectively, were to be applied to them, losses could be absorbed and that it is possible to restore the total capital ratio and, as applicable, the leverage ratio. The resolution authority should also take into account the assessments made by the competent authority on the business model, funding model, and risk profile of the institution in order to set prudential requirements.

By delivering a comprehensive framework that ensures that shareholders and creditors bear the cost of bank failure, the BRRD aims at:

(i) safeguarding the continuity of essential banking operations;

(ii) protecting the depositors, the client's assets and the public funds;

(iii) risks to financial stability; and

(iv) avoiding the unnecessary destruction of value.

Accordingly, resolution powers include, among others:

- the power to reduce, including to reduce to zero, the principal amount of or outstanding amount due in respect of eligible liabilities, of an institution under resolution;

- the power to convert eligible liabilities of an institution under resolution into ordinary shares or other instruments of ownership of that institution;

- the power to cancel debt instruments issued by an institution under resolution except for secured liabilities subject to Article 44(2) of the BRRD; and

- the power to reduce, including to reduce to zero, the nominal amount of shares or other instruments of ownership of an institution under resolution and to cancel such shares or other instruments of ownership.

These powers conferred to resolution authorities are such as to ensure that capital instruments (including Additional Tier 1 and Tier 2 instruments) absorb losses at the point of non-viability of the issuing institution. Accordingly, the BRRD contemplates that resolution authorities may require the write down of such capital instruments in full or on a permanent basis, or their conversion in full into CET1 instruments, to the extent required and up to their capacity, at the point of non-viability immediately before the application of any other resolution action, if any.

The BRRD provides, *inter alia*, that resolution authorities shall exercise the write down power of reducing or converting at the point of non-viability of the issuing institution, according to an order of priority of credits in normal insolvency procedures, in a way that results in:

(i) CET1 instruments being written down in proportion to the relevant losses; and

(ii) the principal amount of other capital instruments being written down and/or converted into CET1 (Tier 1 and Tier 2 instruments).

Resolution authorities may also apply the bail-in tool to meet the resolution objectives, for any of the following purposes:

(i) to recapitalise an institution that meets the conditions for resolution to the extent sufficient to restore its ability to comply with the conditions for authorisation and to continue to carry out the activities for which it is authorised and to sustain sufficient market confidence in the institution or entity; or

(ii) to convert to equity or reduce the principal amount of claims or debt instruments that are transferred:

    (a) to a bridge institution with a view to providing capital for that bridge institution; or

(b) under the sale of business tool or the asset separation tool.

When applying the bail-in tool, resolution authorities exercise the write-down and conversion powers meeting the following sequence:

1. Common Equity Tier 1;

2. Additional Tier 1 instruments;

3. Tier 2 instruments;

4. Other subordinated debt, in accordance with the normal insolvency hierarchy; and

5. Other eligible liabilities, in accordance with the normal insolvency hierarchy.

On 27 December 2017, Directive (EU) 2017/2399 of the European Parliament and of the Council, of 12 December 2017, amending the BRRD as regards the ranking of unsecured debt instruments in insolvency hierarchy was published in the Official Journal of the EU. The Directive entered into force on 28 December 2017 and was implemented in Portugal through Law No. 23/2019, of 13 March, in addition to the governing of the position of the unsecured debt instruments in the insolvency hierarchy, providing greater legal certainty to the issuance of non-preferred debt, also confers a preferential claim to all deposits vis-à-vis senior debt.

On 3 September 2016, the European Commission adopted the Delegated Regulation (EU) 2016/1450, of 23 May 2016, supplementing the BRRD regulatory technical standards, which entered into force on 23 September 2016, specifying the criteria relating to the methodology for setting the minimum requirement for own funds and eligible liabilities. This directive requires that institutions meet the MREL to avoid excessive reliance on forms of funding that are excluded from bail-in or other resolution measures and prevent the risk of contagion to other institutions and "bank run" situations, since failure to meet the MREL would negatively impact the institutions' loss absorption and recapitalisation capacity and, ultimately, the overall effectiveness of resolution.

The MREL, which is expressed in both Total Risk Exposure Amount ("**TREA**") and Leverage Ratio Exposure (LRE), in parallel, shall be calculated based on different components, namely:

- Loss Absorption Amount ("**LAA**") and Recapitalisation Amount ("**RCA**"). The LAA reflects the losses that the bank should be capable of absorbing. The RCA is the amount necessary to recapitalise the institution in order for it to continue to comply with its conditions for authorisation and carry on the activities for which it is authorised under the relevant legislation. The sum of these amounts constitutes the institution’s MREL;

- The Recapitalisation Amount can be adjusted upwards or downwards on a case-by-case basis and shall be based on the relevant TREA or LRE - as adjusted for any changes resulting from resolution actions foreseen in the resolution plan

- Adjustments to RCA may be related to (i) Balance sheet size (e.g. divestments plan; recovery options and balance-sheet depletion) both for non-risk and risk-based targets; (ii) Market Confidence Charge ("**MCC**") to sustain market confidence post-resolution for the risk-based target only; and (iii) other adjustments, e.g. stemming from the resolution measure itself (such as transfer, sale of business and impediments to resolution).

For MREL targets expressed in TREA, the bank needs to comply with the full Combined Buffer Requirement ("**CBR**") on top of the interim MREL target.

Resolution authorities may be able to require, on a case-by-case basis, the MREL to be wholly or partially composed of own funds or of a specific type of liabilities.

If Multiple Point of Entry ("**MPE**") is the preferred resolution strategy, the MRELs for the different resolution groups (i.e. the points of entry) should be set in such a way that each can be resolved independently without causing immediate shortfalls in other resolution groups.

A new category of banks ("**top-tier banks**") was created with the entry into force of the BRRD II, enlarging the group of banks for which a statutory minimum requirement is applicable. Top-tier banks are non-G-SIIs with assets above EUR 100 billion. MREL is calculated differently for G-SIIs, "top-tier banks" and other banks subject to resolution. Institutions not meeting the criteria for "top-tier banks" can, however, under certain conditions, be classified as such.

The regulatory framework for MREL was revised through amendments to the BRRD, and the Banking Package, introducing (i) changes to the MREL calibration (MREL requirement also based on the Leverage Ratio Exposure measure completing the existing risk based MREL measure as a percentage of the total risk exposure amount) and fine tuning of MREL defined for banking groups with a multiple point of entry, (ii) subordination requirements for resolution entities depending on the classification of the resolution entity, (iii) internal MREL for non-resolution entities; and (iv) provisions for liabilities involving the law of third-countries.

BRRD II was implemented in Portugal through Law No. 23-A/2022, of 9 December.

The Bank is currently subject to an entity specific MREL requirement. As further described in the section "Trends Information", the Bank has been notified by Banco de Portugal on the Single Resolution Board's decision regarding the MREL.

In addition, subject to the requirements under the SRM Regulation, the SRB may impose a prohibition under which it would be prohibited to distribute more than the 'maximum distributable amount related to the minimum requirement for own funds and eligible liabilities' ("**M-MDA**"). The SRB may set restrictions for banks that do not comply with the CBR considered in addition to MREL, which under the new Banking Package is added on top of the MREL requirements expressed in TREA, preventing them from distributing more than the M-MDA via various actions (including dividend payments on CET1, variable remuneration and payments on AT1 instruments).

The SRM and SRF are regulated by the SRM Regulation, which also established the framework for recovery and resolution of credit institutions and the calculation method of the annual contributions for the funding of the resolution mechanism.

The main decision-making body of the SRM is the SRB which is responsible for:

(i) the planning and resolution phases of the Banking Union's cross-border and large banks, which are directly supervised by the ECB;

(ii) all resolution cases that require recourse to the SRF, irrespective of the size of the bank; and

(iii) all banks in the Banking Union.

The SRB will work in close cooperation with, and will give instructions to, the national authorities of Member States, including Banco de Portugal, which is the national resolution authority in Portugal. The national authorities of participating Member States (including the Portuguese Republic) are responsible for planning and adopting resolution plans in respect of those banks for which the SRB is not directly responsible.

The SRF is financed through *ex-ante* contributions paid annually at individual level by all credit institutions within the Banking Union. Contributions to the SRF:

(i) take into account the annual target level of the SRF set by the SRB as well as the size and the risk profile of institutions;

(ii) are collected by national resolution authorities and transferred to the SRF by 30 June of every year (in accordance with Article 67(4) of the SRM Regulation and in accordance with the intergovernmental agreement on the transfer and mutualisation of contributions to the SRF ("**Intergovernmental Agreement**");

(iii) are calculated by the methodology as set out in the Commission Delegated Regulation (EU) 2015/63, of 21 October 2014, as amended, and the SRM Regulation; and

(iv) are calculated on the basis of the amount of liabilities deducted from the liability elements that belong to Tier 1 and additional own funds and the deposits covered by the Deposit Guarantee Scheme and subject to an adjustment in accordance with the risk profile of the participating institution, considering its solvability situation.

The SRB is reviewing its strategy to include not only the key elements of resolution planning and preparation, but also operationalisation, resolution testing and crisis readiness.

The Portuguese Resolution Fund

This fund consists of a resolution fund whose primary purpose has been to provide financial support for the application of resolution measures as determined by Banco de Portugal ("**Resolution Fund**"). The Resolution Fund foresees the participation of:

(i) credit institutions with a head office in Portugal, including the Bank;

(ii) branches of credit institutions in states that do not belong to the EU;

(iii) relevant companies for the management of payment systems subject to supervision of Banco de Portugal; and

(iv) certain types of investment companies.

Decree-Law No. 31-A/2012, of 10 February 2012, which amended the Banking Law, also introduced, on terms subsequently amended by Law No. 23-A/2015, of 26 March 2015, the creation of the privileges accorded to claims associated with loans backed-up by deposits under the Deposit Guarantee Fund (the "**DGF**"), as well as credit secured by the DGF, by the Integrated Mutual Agricultural Scheme (which, in Portugal, is formed by the Central Mutual Agricultural Bank (*Caixa Central de Crédito Agrícola Mútuo*) and its associated banks) or by the Resolution Fund, arising from the potential financial support that these institutions might give in the context of the implementation of resolution measures, within the limits of the applicable laws.

The regime established in Decree-Law No. 24/2013, of 19 February establishes that Banco de Portugal has the authority to determine, by way of instruction ("***instrução***"), the applicable yearly rate based on objective incidence of periodic contributions. The instruction of Banco de Portugal No. 18/2024, published on 16 December 2024, set the base rate for 2025 for the determination of periodic contributions to the Resolution Fund at 0.049% (vs. 0.032% in 2024).

The contribution of the Bank to the Resolution Fund was EUR 6.5 million in 2024, EUR 9.5 million in 2023, EUR 18.7 million in 2022, EUR 17.0 million in 2021, EUR 15.1 million in 2020, EUR 16.0

million in 2019, EUR 12.1 million in 2018 and EUR 8.5 million in 2017. The *ex-ante* contributions for the Resolution Fund are calculated in the same way as the abovementioned SRF contributions are calculated.

According to Article 14(5) of Law No. 23-A/2015, of 26 March 2015, and without prejudice to the ex-ante and ex-post contributions regulated by the regime, further *ex-ante* and *ex-post* contributions can be charged for the Resolution Fund in accordance with the regime of Decree-Law No. 24/2013, of 19 February 2013, if these contributions are intended to enable the compliance with the obligations undertaken or to be undertaken by the Resolution Fund by virtue of having financially supported resolution measures until 31 December 2014.

Resolution measure of Banco Espírito Santo, S.A.

On 3 August 2014, with the purpose of safeguarding the stability of the financial system, Banco de Portugal applied a resolution measure to Banco Espírito Santo, S.A. (BES) in accordance with the Article 145-C (1.b) of the Banking Law, which entailed, *inter alia*, the partial transfer of assets, liabilities, off-balance sheet items and assets under management into a transition bank, Novo Banco, S.A. (Novo Banco), incorporated on that date by a decision issued by Banco de Portugal. Within the scope of this process, the Resolution Fund made a capital contribution to Novo Banco amounting to EUR 4.9 billion, becoming, on that date, the sole shareholder. Further, in accordance with information published on the Resolution Fund's website, the Resolution Fund borrowed EUR 4.6 billion, of which EUR 3.9 billion were granted by the Portuguese State and EUR 700 million by a group of credit institutions, including the Bank.

As announced on 29 December 2015, Banco de Portugal transferred to the Resolution Fund the liabilities emerging from the "*eventual negative effects of future decisions regarding the resolution process that may result in liabilities or contingencies*".

On 7 July 2016, the Resolution Fund declared that it would analyse and evaluate the diligences to be taken, following the publication of the report on the result of the independent evaluation, made to estimate the level of credit recovery for each category of creditors under a hypothetical scenario of a normal insolvency process of BES on 3 August 2014.

In accordance with the applicable law, when the BES liquidation process is over, if it is verified that the creditors, whose credits were not transferred to Novo Banco, would take on a higher loss than the one they would hypothetically take if BES had gone into liquidation right before the application of the resolution measure, such creditors shall be entitled to receive the difference from the Resolution Fund.

On 31 May 2019, the Liquidation Committee of BES presented a list of all the acknowledged and a list of the non-acknowledged creditors before the court and the subsequent terms of the proceedings. These lists detail that the total acknowledged credits, including capital, remunerative and default interest amounts to EUR 5,056,814,588, of which EUR 2,221,549,499 are common credits and EUR 2,835,265,089 are subordinated claims, and no guaranteed or privileged claims exist. Both the total number of acknowledged creditors and the total value of the acknowledged credits and their ranking will only be ultimately determined upon the definitive judicial judgment of the verification and ranking of credits to be given in the liquidation proceedings.

According to the Resolution Fund's Annual Report of 2023, "*in 2019, the Resolution Fund was informed that the credits (it) claimed had not been recognised by the Liquidation Commission of BES – In Liquidation, whilst the Resolution Fund filed an objection to the list of creditors with the Lisbon District Court, requesting that the credits it claimed be recognised. The challenge was upheld and the Liquidation Committee of BES – In Liquidation appealed. In 2023, the Lisbon Court of Appeal issued a judgment dismissing the appeal of the Liquidation Commission of BES - In Liquidation, and in favour of the position defended by the Resolution Fund, confirms the decision of the Court of First Instance and the recognition of the credits claimed by the Resolution Fund as privileged credits. The Liquidation*

Commission of BES - In Liquidation, filed an appeal for review before the Supreme Court of Justice, which issued a judgment in July 2023, which has already become final, recognising, and classifying as privileged the credits claimed by the Resolution Fund for the total amount of EUR 1,242,568.9 thousand".

Following the resolution measure of BES, a significant number of lawsuits against the Resolution Fund was filed and is underway. According to note 22 of the Resolution Fund's Annual Report of 2023, *"Legal actions related to the application of resolution measures have no definitive legal precedents, which makes it impossible to use case law in its evaluation, as well as to obtain a reliable estimate of the associated contingent financial impact. (...) The Resolution Fund, supported by legal advice of the attorneys for these actions, and in light of the legal and procedural information available so far, considers that there is no evidence to cast doubt on their belief that the probability of success is higher than the probability of failure".*

According to note 24 of the Resolution Fund's Annual Report of 2023, *"In addition to the Portuguese courts, it is important to take into account the litigation of Novo Banco, S.A., in other jurisdictions, being noteworthy, for its materiality and respective procedural stage, the litigation in the Spanish jurisdiction. Regarding litigation in the Spanish jurisdiction, during the years 2018 to 2023, twelve (decisions) have become final and unappealable condemning Novo Banco, Spanish branch, as well as four sentences in relation to which due compensation has been requested from the Resolution Fund"*.

On 31 March 2017, Banco de Portugal communicated the sale of Novo Banco, where it states the following: *"Banco de Portugal today selected Lone Star to complete the sale of Novo Banco. The Resolution Fund has consequently signed the contractual documents of the transaction. Under the terms of the agreement, Lone Star will inject a total of EUR 1 billion in Novo Banco, of which EUR 750 million at completion and EUR 250 million within a period of up to 3 years. Through the capital injection, Lone Star will hold 75% of the share capital of Novo Banco and the Resolution Fund will maintain 25% of the share capital".*

The terms agreed also included a Contingent Capitalization Agreement ("**CCA**"), under which the Resolution Fund, as a shareholder, undertakes to make capital injections if certain cumulative conditions are met related to the performance of a specific portfolio of assets and to the capital ratios of Novo Banco going forward.

The terms agreed also provide for mechanisms to safeguard the interests of the Resolution Fund, to align incentives as well as monitoring mechanisms, notwithstanding the limitations arising from State Aid rules.

On 18 October 2017, following the resolution of the Council of Ministers No.151-A/2017 of 2 October 2017, Banco de Portugal communicated the conclusion of the sale of Novo Banco to Lone Star, with an injection by the new shareholder of EUR 750 million, followed by a further capital increase of EUR 250 million by the end of 2017. Upon completion of the transaction, the status of Novo Banco as a bridge institution ceased, fully complying with the purposes of the resolution of BES.

On 26 February 2018, the European Commission published the non-confidential version of its decision regarding the approval of State aid underlying Novo Banco's sale process. This statement identifies the three support measures by the Resolution Fund and the Portuguese State that are part of the sale agreement associated with a total gross book value of around EUR 10 to 20 billion(1) that revealed significant uncertainties regarding adequacy in provisioning (2):

(vi) CCA which allows Lone Star to reclaim, from the Resolution Fund, funding costs, realised losses and provisions related to an ex-ante agreed portfolio of existing loan stock, up to a maximum of

EUR 3.89 billion, subject to a capital ratio trigger (CET1 below 8%-13%) as well as to some additional conditions[29] [30] [31];

(vii) underwriting by the Resolution Fund of a Tier 2 instrument to be issued by Novo Banco up to the amount necessary (but no more than EUR 400 million). The amount that can be reclaimed by the Resolution Fund under the CCA is subject to the cap of EUR 3.89 billion[(2)];

(viii) in case the Supervisory Review and Evaluation Process ("SREP") total capital ratio of Novo Banco falls below the SREP total capital requirement, the Portuguese State will provide additional capital in certain conditions and through different instruments[(2)]. According to the audit report on the management of Novo Banco conducted by the Court of Auditors and released on 12 July 2022, *"the risk of triggering the additional capital mechanism (capital backstop), up to EUR 1.6 billion, provided for in the commitments made by the Portuguese State to ensure the viability of NB, exists"*.

On 9 September 2020, BCP informed that it has decided not to continue with the legal proceeding before the General Court of the European Union with a view to partially annul the European Commission's decision regarding its approval of the CCA of Novo Banco.

According to a statement issued by the Resolution Fund on 13 February 2023, "*the Ministry of Finance has disclosed that the European Commission intends to consider the restructuring process of Novo Banco as completed. The information disclosed today confirms the successful restructuring of Novo Banco, resulting from the combined execution of the restructuring plan agreed in 2017, under the sale transaction conducted by Banco de Portugal, and the sale agreements, namely the CCA, under which the Resolution Fund transferred to Novo Banco EUR 485 million, less than the maximum amount set in the contract (EUR 3.89 billion). The completion of the restructuring of Novo Banco (…), is also another indicator that Novo Banco should not need to request any further payment to the Resolution Fund under the CCA, without prejudice to the ongoing litigation or that still may occur regarding the amounts already requested by Novo Banco in relation to past years and that the Resolution Fund considers that are not due.* "

On the same day, Banco de Portugal issued the following statement "*The conclusion of the Novo Banco restructuring process also results in the end of the backstop mechanism, which provided for the possibility, which was always considered remote, of the Portuguese State providing extraordinary support to Novo Banco in extreme scenarios. This mechanism protected Novo Banco and the national financial system from more adverse scenarios, which did not materialise. With the end of the backstop, the financial risk for the Portuguese State is eliminated*".

On 9 December 2024, the Resolution Fund announced in a statement that it had signed an agreement ending the CCA signed in 2017 as part of the Novo Banco sale. This agreement brings forward by around a year the end of the MCC, which until now had been scheduled for the end of 2025, definitively extinguishing any possibility of Novo Banco requesting further payments from the Resolution Fund. The main terms and conditions of the agreement to bring forward the end of the MCC include:

- Immediate termination of the CCA, bringing forward the maturity of the contract, scheduled for the end of 2025, which implies, in particular, that no new payment requests can be made by Novo Banco, that operations relating to the assets covered by the Agreement no longer require the Resolution Fund's

[29] Exact value not disclosed by the European Commission for confidentiality reasons

[30] As referred to in the respective European Commission Decision

[31] According to 2018 Novo Banco's earnings institutional presentation, the "minimum capital condition" is (i) CET1 or Tier 1 < CET1 or Tier 1 SREP requirement plus a buffer for the first three years (2017-2019); (ii) CET1 < 12%

opinion, and that the Monitoring Committee is also extinguished, and that the impediment to the distribution of dividends by Novo Banco, which was stipulated in the MCC, ceases.

- The existing payment obligations between the parties as a result of the CCA, as well as all litigation and disputes related to the implementation of the agreement, are settled - without any transfer of funds.

- The Resolution Fund's contingent liabilities associated with the alleged breach of the "Business Warranties" assumed in the Novo Banco sale agreement are extinguished, namely with the waiver of the compensation claims preliminarily presented by Nani Holdings, which amounted to around EUR 60 million.

- The mechanism whereby the stake in Novo Banco held by Nani Holdings is not diluted in the event of capital increases because of the application and under the terms of the Special Regime Applicable to Deferred Tax Assets is extinguished.

The agreement allows for a significant reduction in the Resolution Fund's liabilities (in excess of EUR 73 million in net terms, based on the amounts claimed by Novo Banco), as well as for the extinction of potentially significant contingencies. Thus, all the Resolution Fund's obligations relating to the CCA are definitively closed. The amount paid by the Resolution Fund was therefore EUR 485 million below the maximum amount provided for in the contract (EUR 3.89 billion) and EUR 936 million below the aggregate amount of losses "covered" by the contingent capitalization mechanism (EUR 4.341 billion, as at 30/06/2024).

With the expiry of the CCA, the payments made by the Resolution Fund will be limited to the EUR 3.4 billion that the Resolution Fund considered to be due, between 2018 and 2021.

According to a statement issued by the Banco de Portugal on 9 December 2024 on the end of the contingent capitalization agreement signed in the context of the sale of Novo Banco, "*The CCA and the management of the assets that comprised it were subject to numerous internal and external audits, as provided for in the original Agreement, carried out by independent entities hired for this purpose. To this was added the monitoring carried out by the supervisory authorities and others with powers to do so within the legal framework in force, including the European Central Bank and the Court of Auditors.*"

According to Novo Banco's 2024 Annual Report (note 28), Novo Banco adhered to the Special Regime applicable to Deferred Tax Assets under Law No. 61/2014, of 26 August (READ), according to which, the deferred tax assets recorded until 31 December 2015 can be converted into tax credits when the taxable entity reports an annual net loss, in accordance to the proportion of the amount of the said net loss to total equity at the individual company level, A special reserve was established with an amount identical to the tax credit approved, increased by 10%. The conversion rights are securities that entitle the State to require Novo Banco to increase its share capital by incorporating the amount of the special reserve and consequently issuing and delivering free of charge ordinary shares. The shareholders have the right to acquire the conversion rights attributed to the Portuguese State.

According to the Resolution Fund's 2022 Annual Report, under the terms of the sale of Novo Banco, the 75% of the share capital of Novo Banco held by Nani Holdings would not be affected by the dilution associated with the READ.

According to the Resolution Fund's 2023 Annual Report, under READ, Novo Banco, S. A., carried out three capital increases by incorporation of reserves, through the rights conversion that had been attributed to the State as a result of the conversion, into tax credits, of Novo Banco's deferred tax assets with reference to the 2015 to 2019 tax periods.

According to Novo Banco's 2024 Annual Report, Novo Banco carried out another capital increase following the conversion of the conversion rights granted by the State for the 2020 fiscal year, fully subscribed by the Resolution Fund.

As of 31 December 2024, the Resolution Fund held a 13.54% stake, the Directorate-General for Treasury and Finance held 11.46%, and Lone Star held the remaining 75%.

Resolution measure of Banif – Banco Internacional do Funchal, S.A.

On 19 December 2015, the Board of Directors of Banco de Portugal announced that Banif *"was failing or likely to fail"* and started an urgent resolution process of the institution through the partial or total sale of its activity, which was completed on 20 December 2015 through the sale to Banco Santander Totta S.A. (BST) of the rights and obligations of Banif, formed by the assets, liabilities, off-balance sheet items and assets under management. The largest portion of the assets that were not sold, were transferred to an asset management vehicle denominated Oitante, S.A. (Oitante) specifically created for that purpose, having the Resolution Fund as the sole shareholder. For that matter, Oitante issued bonds representing debt in the amount of EUR 746 million. The Resolution Fund provided a guarantee and the Portuguese State a counter-guarantee. The operation also involved State aid, of which EUR 489 million were provided by the Resolution Fund, which was funded by a loan granted by the State.

On 12 January 2021, Banco de Portugal was informed that the Administrative and Fiscal Court of Funchal dismissed a lawsuit involving several disputes associated to Banif's resolution measures applied by Banco de Portugal. In its decision, the Court determined the legality and maintenance of Banco de Portugal's measures.

On 4 July 2022, Oitante - 100% owned by the Resolution Fund - completed the process of repayment of the bonds issued in connection with the resolution of BANIF. Oitante's debt. With the repayment of the debt, the Resolution Fund's responsibility as guarantor also ceases, as well as the Portuguese State's responsibility as provider of a counter-guarantee.

According to the Resolution Fund (press release dated 27 December 2024), Oitante has already paid a total of EUR 55.4 million after the payment of a dividend of 15.7 million delivered during the year. With this new distribution, the amount delivered by Oitante to the Resolution Fund totals EUR 150 million since the company was set up. The amounts received and to be received by the Resolution Fund, given its 100% participation in Oitante's capital, contribute to reducing the losses of Euro 489 million incurred by this Fund in the resolution of BANIF and will be used to repay the debts of the Resolution Fund.

On 16 January 2023, the Liquidation Committee of Banif announced a list of all the acknowledged and a list of the non-acknowledged creditors. According to the Resolution Fund's 2023 Annual Report, the Resolution Fund holds a claim on Banif of EUR 489 million, which has a higher claim ranking provided for in article 166-A of the RGICSF. Under the judicial liquidation process of Banif, which was initiated following the resolution, the independent evaluator estimates that the level of recovery of the financial support made available by the Resolution Fund, as having a higher ranking at the end of the liquidation, is expected to be 7.6%.

Liabilities and financing of the Resolution Fund

Pursuant to the resolution measures applied to BES and Banif, the Resolution Fund incurred on loans and assumed other responsibilities and contingent liabilities resulting from:

- The State loans, on 31 December 2023, included the amounts made available (i) in 2014 for the financing of the resolution measure applied to BES (EUR 3.9 billion); (ii) to finance the absorption of Banif's losses (EUR 353 million); (iii) under the framework agreement concluded with the State in October 2017 for the financing of the measures under the CCA (EUR 430 million plus EUR 850 million of additional funding requested in 2019 and EUR 850 million made available in 2020);

- Other funding received:

in 2014 by seven domestic institutions in the amount of EUR 700 million, in which the Bank participates, within the scope of BES resolution measure;

- in 2021 by seven domestic credit institutions, including BCP, to finance payments due under the CCA up to a maximum of EUR 429 million; and
- the underwriting by the Resolution Fund of a Tier 2 instrument to be issued by Novo Banco up to the amount of EUR 400 million did not take place as the instruments were placed with third party investors as disclosed by Novo Banco on 29 July 2018;

- Effects of the application of the principle that no creditor of the credit institution under resolution may assume a loss greater than the one it would take if that institution did not go into liquidation;

- Negative effects resulting from the resolution process that result in additional liabilities or contingencies for Novo Banco, which must be neutralized by the Resolution Fund;

- Legal proceedings filed against the Resolution Fund;

- Guarantee granted to secure the bonds issued by Oitante, S.A.;

- CCA that allows Lone Star to claim, from the Resolution Fund, funding costs, realised losses and provisions related to the aforementioned ex-ante portfolio of existing loan stock agreed upon the sale process to Lone Star up to EUR 3.89 billion under the aforementioned conditions, among which a reduction of Novo Banco's CET1 below 8%-13%; and

- In case the Supervisory Review and Evaluation Process (SREP) total capital ratio of Novo Banco falls below the SREP total capital requirement, the State will provide additional capital in certain conditions and through different instruments as referred to in the respective European Commission Decision.

To meet a payment from the Resolution Fund to Novo Banco, as per to Resolution No. 63-A/2021 of 27 May 2021 of the Council of Ministers and the Order from the Minister of State and Finance of 31 May 2021, intended to provide the Resolution Fund with the financial resources necessary to meet any obligations arising from the Contingent Capitalization Agreement in the years 2021 and 2022 – rendering a new loan from the State to the Resolution Fund, a number of national financial institutions offered to finance the Resolution Fund, increasing up to EUR 475 million the direct financing of banks to the Resolution Fund and waiving a Portuguese State loan to the Resolution Fund.

According to the Resolution Fund's 2023 Annual Report, from the maximum amount of EUR 475 million, the Resolution Fund used EUR 429 million, which corresponds to the payment made to Novo Banco in 2021. The loan matures in 2046 and bears interest at a rate corresponding to the sovereign cost of funding for the period between the contract date (31 May 2021) and 31 December 2026, plus a margin of 15 b.p. The interest rate will be reviewed on 31 December 2026 and, after that, every five-years. The payment obligations arising from this loan benefit from a pari passu treatment with the payment obligations of the loans entered into with the Portuguese State on 7 August 2014 and 31 December 2015 and with the Portuguese credit institutions on 28 August 2014. The funding costs of the Resolution Fund (from the State and from banks) will continue to be exclusively borne by periodic revenues, corresponding to the contributions paid by the banking sector.

According to note 24 of the Resolution Fund's 2023 Annual Report, the Resolution Fund considers that, to date, there are no elements that allow a reliable estimate of the potential financial effect of these potential liabilities.

By a public statement on 28 September 2016, the Resolution Fund and the Ministry of Finance communicated the agreement based on a review of the terms of the EUR 3.9 billion loan originally granted by the State to the Resolution Fund in August 2014 to finance the resolution measure applied to BES. According to the Resolution Fund, the extension of the maturity of the loan was intended to ensure the ability of the Resolution Fund to meet its obligations through its regular revenues, regardless

of the contingencies to which the Resolution Fund is exposed. On the same day, the Office of the Minister of Finance also announced that increases in the liabilities arising from the materialisation of future contingencies will determine the maturity adjustment of State and bank loans to the Resolution Fund, required from to maintain the contributory effort required from the banking sector at prevailing levels at that time.

According to the statement of the Resolution Fund of 21 March 2017:

- *"The conditions of the loans obtained from the Fund to finance the resolution measures applied to Banco Espírito Santo, S.A. and to Banif – Banco Internacional do Funchal, S.A. were changed. These loans amount to EUR 4.95 billion, of which EUR 4.25 billion were granted by the Portuguese State and EUR 700 million were granted by a group of banks"*;

- *"Those loans are now due in December 2046, without prejudice to the possibility of early repayment based on the use of the Resolution Fund's revenues. The revision of the loan's terms aimed to ensure the sustainability and financial balance of the Resolution Fund. The terms allow the Resolution Fund to fully meet its liabilities based on regular revenues and without the need for special contributions or any other type of extraordinary contributions"*.

According to the audit report on the management of Novo Banco conducted by the Court of Auditors and released on 12 July 2022, *"the repayment of the EUR 2.13 billion loans granted by the Portuguese State to the Resolution Fund will not end in 2046, as expected, rather in 2056 (without payments under the CCA after 2021) or in 2059 (with the use of the CCA cap). (...) In other, more pessimistic scenarios, these loans will still be being repaid in 2062"*.

On 2 October 2017, by Resolution No. 151-A/2017, of the Council of Ministers of the Portuguese State, as the ultimate guarantor of financial stability, was authorised to enter into a framework agreement with the Resolution Fund, to make available the necessary financial resources to the Resolution Fund, if and when the State deemed necessary, to satisfy any contractual obligations that may arise from the sale of the 75% stake in Novo Banco. The above-mentioned resolution further set out that the framework agreement should be subject to a time period that is consistent with the undertakings of the Resolution Fund and should preserve the Resolution Fund's capacity to satisfy said obligations in due time.

As at 31 December 2023, the Resolution Fund's own resources had a negative equity of EUR 6.74 billion, as opposed to EUR 6.97 billion at the end of 2022, according to the latest 2023 Annual Report of the Resolution Fund.

To repay the loans obtained and to meet other liabilities that it may take on, the Resolution Fund receives proceeds from the initial and regular contributions from the participating institutions (including the Bank) and from the contribution over the banking sector (created under Law No. 55-A/2010). It is also provided for the possibility of the member of the Government responsible for the area of Finance to determine, by ordinance that the participating institutions make special contributions, in the situations provided for in the applicable legislation, particularly if the Resolution Fund does not have resources to satisfy its obligations.

Pursuant to Decree-Law No. 24/2013 of 19 February, which establishes the method for determining the initial, periodic and special contributions to the Resolution Fund, provided for in the Banking Law, the Bank has been paying, since 2013, its mandatory contributions set out in the aforementioned decree-law.

On 3 November 2015, the Banco de Portugal issued Circular Letter No. 085/2015/DES, under which it is clarified that the periodic contribution to the Resolution Fund should be recognised as an expense at the time of the occurrence of the event which creates the obligation to pay the contribution, i.e. on the last day of April of each year, as stipulated in Article 9 of the referred Decree-Law No. 24/2013, of 19

February, thus the Bank is recognising as an expense the contribution to the Resolution Fund in the year in which it becomes due.

Decree-Law No. 24/2013 of 19 February further sets out that Banco de Portugal has the authority to determine, by way of instruction ("instrução"), the applicable yearly rate based on objective incidence of periodic contributions. The instruction of Banco de Portugal No. 18/2024, published on 16 December 2024, set the base rate for 2025 for the determination of periodic contributions to the Resolution Fund at 0.049% (0.032% in 2024).

According to Article 5 (e) of the Regulation of the Resolution Fund approved by the Ministerial Order No. 420/2012 of 21 December, the Resolution Fund may submit to the member of the Government responsible for finance a proposal with respect to the determination of amounts, time limits, payment methods, and any other terms related to the special contributions to be made by the institutions participating in the Resolution Fund. According to public communications from both the Resolution Fund and from the Government, there is no indication that any such special contributions are foreseen.

The Resolution Fund issued, on 15 November 2015, a public statement declaring: *"...it is further clarified that it is not expected that the Resolution Fund will propose the setting up of a special contribution to finance the resolution measure applied to BES. Therefore, the potential collection of a special contribution appears to be unlikely"*.

In 2015, following the establishment of the Single Resolution Fund (*"***SRF**"), the Group made an initial contribution of EUR 31,364 thousand. In accordance with the Intergovernmental Agreement on the Transfer and Mutualisation of Contributions to the SRF, this amount was not transferred to the SRF but was instead used to partially cover for the disbursements made by the Resolution Fund in respect of resolution measures implemented prior to the date of application of this agreement. This amount would have to be reinstated over a period of 8 years (started in 2016) through the periodic contributions to the SRF. The Single Resolution Fund does not cover undergoing situations with the National Resolution Fund as at 31 December 2015. In 2024, no contribution to the SRF was required from the Group (namely, BCP and ActivoBank) according to information from the SRB dated 15 February 2024, which confirmed that, as of 31 December 2023, the financial means available in the SRF had already reached the target level of at least 1% of covered deposits held in the Member States participating in the Single Resolution Mechanism, as set in article 69, paragraph 1 of Regulation (EU) No. 806/2014.

It is not possible, on this date, to assess the effects on the Resolution Fund due to: (i) the sale of the shareholding in Novo Banco in accordance with the communication of Banco de Portugal dated 18 October 2017 and the information provided by the European Commission on this subject under the terms described above; (ii) the application of the principle that no creditor of the credit institution under resolution may take on a loss greater than the one it would take if that institution did not go into liquidation; and (iii) legal proceedings against the Resolution Fund.

The European Deposit Guarantee System

On 16 April 2014, the European Parliament and the Council adopted Directive 2014/49/EU on DGS ("**DGS Directive**"). The Directive encompasses the harmonisation of the funding mechanisms of DGS, the introduction of risk-based contributions and the harmonisation of the scope of products and depositors covered. In accordance with the DGS Directive, each credit institution should be part of a DGS recognised under this Directive, thereby ensuring a high level of consumer protection and a level playing field between credit institutions, while also preventing regulatory arbitrage. The DGS Directive sets the harmonised coverage level at EUR 100,000 and retains the principle of a harmonised limit per depositor rather than per deposit (such limit to be applied, in principle, to each identifiable depositor, except for collective investment undertakings subject to special protection rules). Each institution's contribution to DGS will be based on the amount of covered deposits and the degree of risk incurred by

the respective member. The DGS Directive was implemented in Portugal through Law No. 23-A/2015, of 26 March.

According to the BRRD, and consequently, the Banking Law, with the amendments introduced by Law No. 23-A/2015, of 26 March, banks must ensure the financial resources available to a DGS amount to a target-level of 0.8% of the amount of DGF-covered deposits. This ratio was 0.98% by December 2023.

If, after this target level is reached for the first time, the available financial resources are reduced to less than two thirds of the target level, the ex-ante contributions are set by Banco de Portugal at a level that allows the target level to be reached within six years. If the available financial resources are not sufficient to reimburse the depositors, in the event of unavailability of deposits, DGS members must pay ex-post contributions not exceeding 0.5% of the DGF-covered deposits for the exercise period of the DGF. In exceptional circumstances, the DGS can request a higher amount of contribution with the approval of Banco de Portugal.

The exemption from the immediate payment of ex-ante contributions shall not exceed 30% of the total amount of contributions raised. This possibility depends on the credit institutions undertaking irrevocable payment commitments, which may be called by the DGF at any time, to pay part of or the whole amount of the contribution which has not been paid in cash to the DGF, that are fully backed by collateral composed of low-risk assets unencumbered by any third-party rights and partly or wholly pledged in favour of the DGF at DGF's request. Since 2011, all contributions made by the Bank to the DGF have been made entirely in cash (the current amount of irrevocable payment commitments outstanding is of approx. EUR 47.2 million).

The additional indirect costs of the deposit guarantee systems may be significant and can consist of costs associated with the provision of detailed information to clients about products, costs of compliance with specific regulations on advertising for deposits or other products similar to deposits.

The European Commission has proposed an adjustment to the CMDI framework, that will enable authorities to organise an orderly market exit for failing banks of any size and business model.

Other financial service laws and regulations

The Bank is subject to other Directives and Regulations important for its business, among which:

- Directive 2014/65/EU of the European Parliament and of the Council, of 15 May 2014, as amended, implemented in Portugal through Law No. 35/2018, of 20 July, and Regulation (EU) No. 600/2014 of the European Parliament and of the Council, of 15 May 2014, as amended, relating to markets in financial instruments, known as the Markets in Financial Instruments Directive II ("**MiFID II**") and Markets in Financial Instruments Regulation ("**MiFIR**"), respectively. Amendments to the MiFID II and the MiFIR were published in March 2024. The new rules establish an EU-wide consolidated tape for EU financial markets, as well as making changes to their market structure so as to increase their transparency and competitiveness. Consolidated tape is a high-speed electronic system that reports the latest price and volume data on transactions.

- Regulation (EU) No. 1286/2014 of the European Parliament and of the Council, of 26 November 2014, as amended, on key information documents for packaged retail and insurance-based investment products, supplemented by Delegated Regulation (EU) No. 653/2017 of the Commission, of 8 March 2017 ("**PRIIPs**"), as amended, applicable since 1 January 2018. On 4 January 2018, the CMVM issued a "Circular" regarding PRIIPs subject to the CMVM's supervision, outlining further applicable requirements and Law No. 35/2018, of 20 July

introduced the legal framework for PRIIPs in Portugal. An amendment to PRIIPs as regards the modernisation of the key information document is underway concerning clarity in communication, prevention of misleading marketing, mitigating potential conflicts of interest of advisers and increasing the value for money of retail investments. On 20 March 2024, the European Parliament's Committee on Economic and Monetary Affairs voted in favour of draft modernisation measures.

- Directive (EU) 2015/2366 of the European Parliament and of the Council, of 25 November 2015, as amended, on payment services ("**PSD 2**") was implemented in Portugal on 12 November 2018 through Decree-Law No. 91/2018, creating new types of payment services and reinforcing customer protection and security. On 28 June 2023, the European Commission adopted a package of proposals aimed at improving the functioning of the payment services market and widening access to and use of financial data, consisting of a proposal for a new Payment Services Directive 3 (PSD3), a proposal for a Financial Data Access Regulation (FIDAR) and the Regulation (EU) 2024/886 of the European Parliament and of the Council of 13 March, as regards instant credit transfers in Euro has partially been applied and will be phased-in until 2027.

- The European Market Infrastructure Regulation, Regulation (EU) No. 648/2012 of the European Parliament and of the Council, of 4 July 2012 ("**EMIR**"), as amended, that sets out procedures regarding OTC markets and derivatives, namely on clearing.

- Rules and regulations related to the prevention of money laundering, bribery and terrorism financing - Banco de Portugal is responsible for the preventive supervision of money laundering and terrorist financing ("**ML/TF**") in the financial sector. Within the applicable legal framework, the following are paramount: (i) Law No. 83/2017, of 18 August, as amended, which transposes Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of ML/TF, and sets forth preventive and repressive measures to combat ML/TF; (ii) Regulation (EU) 2015/847 of the European Parliament and of the Council of 20 May 2015, as amended, on the information on payers and payees, accompanying transfers of funds, in any currency, for the purposes of preventing, detecting and investigating ML/TF; (iii) Law No. 97/2017, of 23 August, which governs the application and execution of the restrictive measures approved by the United Nations or by the European Union and sets forth the sanctions applicable to breaches of such measures and (iv) the regulatory notice ("***Aviso***") of Banco de Portugal No. 1/2022, of 6 June 2022, which governs enforcement conditions, procedures, instruments, mechanisms, enforcement measures, reporting obligations and other aspects necessary for ensuring compliance with obligations for the prevention of ML/TF.

- The new package of rules against money laundering and terrorist financing have been published: Regulation (EU) 2024/1620 of the European Parliament and of the Council of 31 May establishing the Authority for Anti-Money Laundering and Countering the Financing of Terrorism (AMLA Regulation), Regulation (EU) 2024/1624 of the European Parliament and of the Council of 31 May on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing (AML Regulation) and Directive (EU) 2024/1640 of the European Parliament and of the Council of 31 May on the mechanisms to be put in place by Member States for the prevention of the use of the financial system for the purposes of money laundering or terrorist financing (6th AML Directive). The EBA will maintain the competencies and mandate for AML/CFT topics until December 2025, at which point these responsibilities will transition to the Anti-Money Laundering Authority (AMLA).

- The EBA is also working to incorporate money laundering and terrorist financing issues into prudential and governance models in order to boost the efficient functioning of the AML/CTF

framework of the Union. The European Council also entrusts the Authority to supervise up to 40 groups and entities - at least in the first selection process – and to ensure a complete coverage of the internal market under its supervision. More powers are also given to the general board in the governance of AMLA.

– The Regulation (EU) 2022/2554 of the European Parliament and of the Council of 14 December 2022 ("DORA Regulation"), applicable from 17 January 2025, entered into force in January 2023, laying down the requirements about the security of network and information systems supporting the operational processes of financial entities.

– Regulation (EU) 2023/1114 of the European Parliament and of the Council of 31 May 2023 on markets in crypto-assets, entered into force on 29 June 2023, aiming at protecting consumers against abuse and market manipulation on crypto-assets. Furthermore, Regulation (EU) 2023/1113 of the European Parliament and of the Council of 31 May 2023 on information accompanying transfers of funds and certain crypto-assets entered into force on 29 June 2023.

Prevention, mitigation and monitoring of asset quality

In 2013, the EBA issued a recommendation to Competent Authorities ("**CAs**") to perform asset quality reviews for banks, based on newly harmonised definitions of NPLs (complemented by EBA Report on the dynamics and drivers of non-performing exposures in the European Union banking sector dated 22 July 2016). In 2014, CAs carried out comprehensive assessment and a stress test. EBA's Implementing Technical Standards ("**ITS**") on forbearance and NPEs, issued under Commission Implementing Regulation (EU) 2015/227, of 9 January 2015, aim at implementing uniform definitions and reporting requirements for forbearance and NPEs. The ECB has issued in March 2017 Guidance on SSM bank's on NPLs supplemented a year later by an addendum specifying ECB's expectations for prudent levels of provisions for new NPLs.

In July 2017, the European Council concluded an Action Plan to achieve a sustainable reduction of NPEs in credit institutions' balance sheets. On 31 October 2018, the EBA published the final guidance on management of non-performing and forborne exposures. These guidelines specify sound risk management practices for credit institutions in their management of NPEs and forborne exposures, including requirements on NPE reduction strategies, governance and operations of NPE workout framework, internal control framework and monitoring.

The regulation amending the CRR to introduce common minimum coverage levels for potential losses stemming from newly originated loans that become nonperforming has been published in Official Journal on 17 April 2019 (Regulation (EU) 2019/630 of the European Parliament and of the Council of 17 April 2019 amending Regulation (EU) no 575/2013). This regulation establishes a requirement for credit institutions to build their loan loss reserve up to common minimum levels to cover the incurred and expected losses on newly originated loans that become non-performing. Where the minimum coverage requirement is not met, the difference between the actual coverage level and the requirement should be deducted from a bank's own funds (CET1). These rules should not be applied in relation to exposures originated prior to 26 April 2019. The Directive on credit servicers and credit purchasers (Directive (EU) 2021/2167 of 24 November 2021) – which was also included in the package of measures to be tackled by the European Commission and is pending transposition – lays down a common framework and requirements strengthening the ability of secured creditors to recover value from secured loans to corporates and entrepreneurs.

All in all, the legal and regulatory framework regarding NPLs and NPEs creates an assortment of obligations for credit institutions and sets forth protection measures for bank customers, including, procedures for gathering information, contacting customers, monitoring the execution of loan agreements and managing default risk situations; the duty to assess the financial capacity of bank

customers and present default correction proposals adapted to the debtor's situation; and drawing up a plan for restructuring debts emerging from home loans or replacing mortgage foreclosures that in some cases of extra-judicial procedures may restrict the Bank's options to (i) terminate the relevant agreements; (ii) initiate judicial proceedings against the debtor; (iii) assign its credits over the client; or (iv) transfer its contractual position to a third party.

Furthermore, as the macroprudential authority for Portugal, Banco de Portugal has approved a recommendation introducing limits to some of the criteria used in the assessment of customers' creditworthiness, covering the granting of new credit relating to residential immovable property, credit secured by a mortgage or equivalent guarantee, and consumer credit agreements, to be applied to agreements concluded as of 1 July 2018. Measures of similar nature are also in place in Poland. In September 2017, the regulatory notice ("***Aviso***") No. 4/2017 of Banco de Portugal, which entered into force on 1 January 2018, established procedures and criteria for banks for assessing customers' financial capacity before granting mortgage loans.

On 31 January 2022, Banco de Portugal announced the amendment to the macroprudential recommendation on new credit agreements for consumers. With a view to the convergence of the average maturity of new credit agreements for house purchase towards 30 years by the end of 2022, Banco de Portugal recommends new limits to the maximum maturity of new credit for house purchase based on the age of borrowers. Also, changes were introduced to the limits of loan-to-value and debt service-to-income ratios.

The potential impact of rising interest rates on households' financial capacity motivated specific consumer protection regulations, such as Law No. 24/2023 of 29 May and Law No. 19/2022 of 21 October

As one of the public measures to support the acquisition of first homes by young people up to 35 years old in Portugal, Decree-Law 44/2024, of 10 July, establishes the conditions under which the State can provide a personal guarantee to credit institutions.

Decree-Law No. 72/2024, of 16 October, limits the charging of fees on the value of debit card transactions or instant transfers, and Law 1/2025, of 6 January, extends until the end of 2025 the prohibition on charging fees for the early repayment of credit agreements for the acquisition or construction of permanent housing that are, at the time of repayment, in a variable interest rate period.

Notice No. 5/2024 of Banco de Portugal establishes the principles and rules that must be observed in the advertising of financial products and services subject to the supervision of Banco de Portugal, as well as in advertising of the activity and institutional advertising.

Insurance business

Directive (EU) 2016/97, as amended (the "**Insurance Distribution Directive**") regulates the way insurance products are designed and sold both by insurance intermediaries and directly by insurance undertakings, namely in the cases of insurance products that have an investment element such as unit-linked life insurance contracts. The Insurance Distribution Directive was implemented in Portugal through Law No. 7/2019, of 16 January, and entered into force in October 2018. Similar in nature provisions are also embedded in the PRIIPs Regulation (Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014, as amended) and implementing national provisions which entered into force in 2018.

On 1 January 2023 Millenniumbcp Ageas made the simultaneous adoption of IFRS9 - Financial instruments and IFRS17 - Insurance Contracts. It opted for the possibility given to Insurance Companies to deter the application of IFRS9, since the combined implementation with IFRS17 would minimise the

distortion of results. Initial application of IFRS 17 and IFRS 9 requires comparative information. Therefore, Millenniumbcp Ageas Grupo Segurador made the transition exercise on 1 January 2022.

Directive (EU) 2025/1 of the European Parliament and of the Council of 27 November 2024 ("**IRRD**") was published on 8 January 2025 alongside the accompanying Directive amending the Solvency II Directive. It will require Member States to adopt their national implementing rules by 29 January 2027 and to apply the new requirements to entities covered by the Directive from 30 January 2027. The IRRD aims to ensure that EU authorities have a harmonised, credible set of resolution tools to intervene sufficiently early and quickly if insurance companies are failing or likely to fail.

All these may affect the insurance business and associated earnings. Further regulatory developments are expected in the forthcoming years, such as the review of capital requirements, long term guarantees and macroprudential tools.

Management, Audit Committee and Statutory Auditor

The Bank adopts a one-tiered corporate governance model, with one Board of Directors within which there is an Audit Committee. The Executive Committee, which is appointed by the Board of Directors, has delegated powers for the daily management of the activity of the Bank. There is also the Statutory Auditor and the Remunerations and Welfare Board, both appointed by the General Meeting of Shareholders and the Strategic Board, which is a non-permanent advisory body whose members are the Chair and Deputy-Chairs of the Board of Directors and the Chair of the Executive Committee.

Board of Directors

According to the articles of association of the Bank, the Board of Directors is composed of a minimum of 15 and a maximum of 19 members, elected by the General Meeting of Shareholders.

The General Meeting of Shareholders held on 4 May 2022 approved the composition of the Board of Directors for the 2022/2025 term-of-office, including the Audit Committee, conditioned to a decision of non-opposition by the European Central Bank (ECB).

Two of the elected members of the Board of Directors (Clara Patrícia Costa Raposo and Teófilo César Ferreira da Fonseca) informed that they were not accepting the position on 5 August 2022 and 8 July 2022, respectively.

On 5 September 2022, the ECB communicated its decision of non-opposition for the elected Board of Directors (excluding Clara Raposo and Téofilo Fonseca, considering their unavailability to accept the respective positions), and on the same day, the elected Board of Directors held the first meeting of its new mandate, designating the members of the specialized committees, including the Executive Committee.

Considering that the Board of Directors composition was two members short, on 11 October 2022, the Board of Directors, unanimously resolved to co-opt Altina Sebastián and Pedro Ferreira Malaquias as members of the Board of Directors (conditioned to the non-opposition of the ECB). On 7 December 2022, the ECB informed of its decision of non-opposition for the position and the so-option was ratified by the General Meeting of Shareholders of 20 December 2022.

On 29 February 2024, XiaoXu Gu (Julia Gu), a member of the Board of Directors elected at the General Meeting held on 4 May 2022, resigned.

On 10 January 2025, the European Central Bank issued a non-opposition decision for the appointment of Esmeralda da Silva Santos Dourado, and on 22 January 2025, the Board of Directors co-opted Esmeralda da Silva Santos Dourado as member of the Board of Directors.

Currently, following persons exercise functions as members of the Board of Directors of the Bank:

Position	**Name**
Chairman:	Nuno Manuel da Silva Amado
Vice-Chairmen:	Jorge Manuel Baptista Magalhães Correia
	Valter Rui Dias de Barros
	Miguel Maya Dias Pinheiro
Members:	Cidália Maria da Mota Lopes
	Fernando da Costa Lima
	Ana Paula Alcobia Gray
	João Nuno de Oliveira Jorge Palma
	José Miguel Bensliman Schorcht da Silva Pessanha
	Lingjiang Xu
	Lingzi Yuan (Smilla Yuan)
	Maria José Henriques Barreto de Matos de Campos
	Miguel de Campos Pereira de Bragança
	Rui Manuel da Silva Teixeira
	Altina de Fátima Sebastian Gonzalez Villamarin
	José Pedro Rivera Ferreira Malaquias
	Esmeralda da Silva Santos Dourado

Positions held outside the Group by the abovementioned members of the Board of Directors that are relevant to the Group:

Nuno Manuel da Silva Amado

- Member of the Board of Auditors of Fundação Bial
- Chairman of the Senior Board of the Alumni Clube ISCTE
- Member of the Advisory Board of the Forum para a Competitividade
- Member of the Management Board of the Business Roundtable Portugal
- Member of the Advisory Board of AESE - Associação de Estudos Superiores de Empresa (Business School)
- Member of the "Conselho de Escola" (Estrategic & Supervisory Board) of Instituto Superior Técnico

- Chairman of the Board of the General Meeting of Shareholders of the "Santa Casa da Misericórdia de Torres Vedras"

Jorge Manuel Baptista Magalhães Correia

- Member of the Board of Directors of REN - Redes Eléctricas Nacionais, SGPS, S.A.
- Chairman of the Board of Directors of Luz Saúde, SA
- Chairman of the Board of Directors - Fidelidade - Companhia de Seguros, S.A.

Valter Rui Dias de Barros

- Chairman of the Board of Directors of Recredit-Gestão de Ativos, S.A.

Miguel Maya Dias Pinheiro, 3.º Vice-presidente e Presidente da CE (CEO)

- Member of the Senior Board of the Alumni Clube ISCTE
- Member of the Advisory Board of INDEG/ISCTE Executive Education
- Member of the Advisory Board of BCSD Portugal – Conselho Empresarial para o Desenvolvimento Sustentável, as representative of Banco Comercial Português, S.A.
- Vice-Chairman of APB - Associação Portuguesa de Bancos, as representative of Banco Comercial Português, S.A.

Altina de Fátima Sebastián Gonzalez Villamarin

- Independent Director and Member of the Audit Committee - San Jose Group company listed on the Madrid Stock Exchange
- Member of the Advisory Board - *Expansión y Actualidad Economica*
- Member of the Portuguese World Network - Council of the Portuguese Diaspora
- Guest Professor - Department of Financial Management and Accounting; Member of the Jury, *Premio Joven de Economía*, (April 2012); Director of the Summer Course, UCM-Fundación Ramón Areces: "La reconfiguración del sector bancario español ante la nueva regulación financiera: alcance e impacto de la crisis" (July 2012) – Complutense University
- Visiting Professor in Permanent Executive Programmes for Members of the Board of Directors of Cooperative Banks - Instituto Español de Analistas Financieros
- Visiting Professor at Católica Lisbon Business & Economics, MBA Programme, Advanced Programme in Finance, Advanced Programme in Banking Management, Professor of Executive Master in Banking Management - Banco Espírito Santo, Professor and Director of an "in-company" for Caixa Geral de Depósitos, Professor of Banking Programmes in Luanda - Angola and Professor of Banking Programmes in Maputo- Mozambique - Universidade Católica Portuguesa

Cidália Maria Mota Lopes

- Professor at the Coimbra Business School – ISCAC on tax issues
- Invited Professor at the Faculty of Law of from University of Coimbra

- Member of the Scientific Board of the Portuguese Fiscal Association (AFP)
- Member of the Scientific Board of the Coimbra Business School - ISCAC

Esmeralda da Silva Santos Dourado

- Member of the Board of Auditors of Mystic Invest, S.A.
- Member of the Board of Directors (non-executive) of S2IS SGPS, S.A.
- Member of the Board of Directors (non-executive) of Brasilimo SGPS, S.A.
- Member of the Board of Directors (non-executive) of Imocrafe, S.A.
- Member of the Supervisory and Investment Board (Consulting body) of ActiveCap Capital Partners, S.A.
- Chair of the Board of Auditors (Conselho Fiscal) of Stª Casa Misericórdia Alvaiázere, Casa do Povo Alaviázere, and of Fundação Luso-Brasileira

Fernando da Costa Lima

- Non-Executive Director of Euronext Lisbon
- Visiting Professor of Faculdade de Economia da Universidade do Porto
- Chairman of the Board of the General Meeting - OBEGEF - Observatório de Economia e Gestão de Fraude

João Nuno de Oliveira Jorge Palma

- Member of the Board of BCSD-Conselho Empresarial para o Desenvolvimento Sustentável
- Vice-Chair of the General Council of CIP – Confederação Empresarial de Portugal

José Pedro Rivera Ferreira Malaquias

- Partner - Abreu Advogados, Sociedade de Advogados
- Chair of the Board of the General Meeting of the Private Equity Fund "Premium Investments Portugal Fund

Lingjiang Xu

- Non-executive member of the Board of Directors of Fidelidade - Companhia de Seguros, S.A.
- Since 8 November 2019 - Non-executive member of the Board of Directors of Luz Saúde, S.A.

Miguel de Campos Pereira de Bragança (CFO)

- Non-executive Director of SIBS, S.G.P.S., S.A. and of SIBS Forward Payment Solutions, S.A.
- Non-executive member of the Board of UNICRE – Instituição Financeira de Crédito, S.A., as representative of Banco Comercial Português, S.A.
- Member of the Supervisory Board of AEM – Associação de Empresas Emitentes de Valores Cotados em Mercado

Rui Manuel da Silva Teixeira

- Chairman of the Board of the General Meeting of the Associação Porto Business School, in representation of Banco Comercial Português, S.A.

To the best of the Issuer's knowledge, none of the abovementioned members of the Board of Directors of the Bank has any external activity (i.e. outside BCP Group) relevant for the Bank other than the ones listed above.

For all the purposes resulting from the functions of the members of the Board of Directors, their professional domicile is at Av. Prof. Dr. Cavaco Silva (Parque das Tecnologias), Edifício 1, no. 32, Piso 2, 2744-256 Porto Salvo.

Executive Committee

Under the terms of the law and of the Articles of Association of the Bank, the Board of Directors appointed an Executive Committee on 5 September 2022, composed of six of its members, which performs all the Bank's current management functions that are not to be exercised by the Board of Directors. The members of the Executive Committee are as follows:

Position	**Name**
Chairman:	Miguel Maya Dias Pinheiro
First Vice-Chairman:	Miguel de Campos Pereira de Bragança
Second Vice-Chairman:	João Nuno de Oliveira Jorge Palma
Members:	José Miguel Bensliman Schorcht da Silva Pessanha
	Maria José Henriques Barreto de Matos de Campos
	Rui Manuel da Silva Teixeira

Audit Committee

Under the terms of the articles of association of the Bank, the Bank's supervision pertains to an Audit Committee elected by the General Meeting of Shareholders and composed of a minimum of three and a maximum of five members (the Chair of the Audit Committee, and 2 out of 3 of its members, shall be independent).

The Audit Committee, created in accordance with the provisions of number 1 of Article 278 of the Portuguese Companies Code and in accordance with Article 39 of the articles of association of the Bank, is particularly responsible for (amid the remaining powers attributed to it by law):

(a) monitoring the Bank's management;

(b) verifying the compliance with the law and the articles of association;

(c) verifying the regularity of the books, accounting records and documents supporting them;

(d) verifying the accuracy of the financial statements;

(e) supervising the efficiency of the risk management system, the internal control system and the internal audit system;

(f) receiving the communications stating irregularities reported by shareholders, employees of the Bank or others;

(g) monitoring the preparation and disclosure of financial information;

(h) proposing to the General Meeting of Shareholders the election of the Chartered Accountant and of the External Auditor;

(i) supervising the audit of the annual report and financial statements of the Bank;

(j) verify the Statutory Auditor's independence, namely regarding the rendering of non-audit services;

(k) engaging the provision of services by experts to assist one or several of its members in the exercise of their functions. This engagement and the remuneration of the experts must take into account the importance of the issues committed to them and the Bank's economic situation; and

(l) complying with all the other duties attributed to it by the law or by the Articles of Association.

The Audit Committee is composed of the following members:

Position	**Name**
Members:	Cidália Maria da Mota Lopes
	Valter Rui Dias de Barros
	Fernando da Costa Lima
Alternate member:	Altina de Fátima Sebastian Gonzalez Villamarin

Statements regarding the Members of Management and Supervision Bodies

To the best of the Issuer's knowledge and in its understanding, having made enquiries, there are no potential conflicts of interests between the duties of any member of the management and supervision bodies identified above towards the Issuer or towards any other Group company and his/her personal interests and duties. There are non-executive members of the Board of Directors with functions in other financial institutions that can be considered competitors of the Bank. For this situation, the General Meeting of Shareholders held on 28 February 2012 resolved to authorise the presence of those members in the Board of Directors, which was also authorised in the General Meeting of Shareholders held on 11 May 2015, and the General Meetings of Shareholders held on 30 May 2018 and 4 May 2022, where the majority of the current members of the Board of Directors were elected, with the mention of the adoption of a restrictive regime of access to sensitive information.

Statutory Auditor

The current Statutory Auditor and External Auditor of the Bank, KPMG & Associados, Sociedade de Revisores Oficiais de Contas, S.A., effectively represented by its partner Miguel Pinto Douradinha Afonso, ROC n.º 1454, and alternatively by Vítor Manuel da Cunha Ribeirinho, ROC No. 1081, was elected for the first time at the General Meeting of Shareholders held on 22 May 2024, for the four-year term of office 2024/2027. KPMG & Associados, Sociedade de Revisores Oficiais de Contas, S.A.

audited the consolidated financial statements of the BCP Group for the financial year ended on 31 December 2024.

The consolidated financial statements of the BCP Group for the financial year ended on 31 December 2023 were audited by the former Statutory Auditor and External Auditor of the Bank, Deloitte & Associados SROC, S.A., independent certified public accountants and members of the Portuguese Institute of Statutory Auditors (*Ordem dos Revisores Oficiais de Contas*). Deloitte & Associados SROC, S.A. was effectively represented by its partner João Carlos Henriques Gomes Ferreira, ROC n.º 1129, who replaced on 21 July 2022, Paulo Alexandre de Sá Fernandes, ROC n.º 1456, because he reached the maximum duration of the limit for the exercise of functions, and alternatively by Jorge Carlos Batalha Duarte Catulo, ROC No. 992.

Deloitte & Associados SROC, S.A. was elected for the first time on 21 April of 2016 and its term of office ended on 22 May 2024.

There are no potential conflicts of interest between the duties to the Bank of the persons listed above and their private interest or duties.

SUMMARY FINANCIAL INFORMATION

The financial information set out below has been derived from the audited consolidated financial statements of the Bank as at, and for the years ended on 31 December 2023 and 31 December 2024 and the unaudited and un-reviewed consolidated financial statements of the Bank as at, and for the three month period ended on, 31 March 2025. The consolidated financial statements of the Bank were prepared in accordance with IFRS, as endorsed by the European Union. Such financial information should be read together with, and is qualified in its entirety by reference to, the Bank's annual reports and audited financial statements as at, and for the years ended on, 31 December 2023 and 31 December 2024 and the unaudited and un-reviewed interim report and financial statements as at, and for the three month period ended on 31 March 2025. The financial statements for the year ended on 31 December 2023 were approved by the General Meeting of Shareholders on 22 May 2024 and the financial statements for the year ended on 31 December 2024 were approved by the General Meeting of Shareholders on 22 May 2025.

BANCO COMERCIAL PORTUGUÊS
Consolidated Income Statements for the years ended 31 December 2024 and 2023
(Audited)
(Amounts expressed in thousands of EUR)

	2024	2023 (restated)
Interest and similar income	4,715,834	4,371,289
Interest and similar expense	(1,884,981)	(1,545,565)
NET INTEREST INCOME	2,830,853	2,825,724
Dividends from equity instruments	1,016	1,783
Net fees and commissions income	808,540	771,673
Gains/(losses) on financial operations at fair value through profit or loss	(55,172)	(4,991)
Foreign exchange gains/(losses)	41,594	17,469
Gains/(losses) on hedge accounting	5,775	21,808
Gains/(losses) arising from derecognition of financial assets and liabilities not measured at fair value through profit or loss	12,785	112,088
Other operating income/(expenses)	(152,273)	(60,415)
TOTAL OPERATING INCOME	3,493,118	3,685,139
Staff costs	721,976	631,806
Other administrative costs	440,467	393,246
Amortisations and depreciations	144,800	137,499
TOTAL OPERATING EXPENSES	1,307,243	1,162,551
NET OPERATING INCOME BEFORE PROVISIONS AND IMPAIRMENTS	2,185,875	2,522,588
Results on modification	(68,516)	(19,426)
Impairment of financial assets at amortised cost	(215,197)	(247,992)
Impairment of financial assets at fair value through other comprehensive income	(10,213)	(1,322)
Impairment of other assets	(51,044)	(56,374)
Other provisions	(581,024)	(794,158)
NET OPERATING INCOME	1,259,881	1,403,316
Share of profit of associates accounted for using the equity method	58,888	62,707
Gains/(losses) on disposal of subsidiaries and other assets	22,643	21,809
NET INCOME BEFORE INCOME TAXES	1,341,412	1,487,832
Income taxes		
Current	(138,768)	(179,857)
Deferred	(202,483)	(357,514)
NET INCOME AFTER INCOME TAXES FROM CONTINUING OPERATIONS	1,000,161	950,461
Net income from discontinued or discontinuing operations	322	(2,852)
NET INCOME AFTER INCOME TAXES	1,000,483	947,609
Net income for the year attributable to:		
Bank's Shareholders	906,378	856,050
Non-controlling interests	94,105	91,559
NET INCOME FOR THE YEAR	1,000,483	947,609
Earnings per share (in Euros)		
Basic	0.058	0.054
Diluted	0.058	0.054

BANCO COMERCIAL PORTUGUÊS
Interim Condensed Consolidated Income Statements
for the three-month period ended 31 March 2025 and 31 March 2024
(Unaudited)
(Amounts expressed in thousands of EUR)

	31 March 2025	31 March 2024 (restated)
Interest and similar income	1,135,339	1,166,009
Interest and similar expense	(414,282)	(469,772)
NET INTEREST INCOME	721,057	696,237
Dividends from equity instruments	20	35
Net fees and commissions income	201,429	196,407
Gains/(losses) on financial operations at fair value through profit or loss	33,771	(6,779)
Foreign exchange gains/(losses)	2,645	9,833
Gains/(losses) on hedge accounting	1,958	(7,409)
Gains/(losses) arising from derecognition of financial assets and liabilities not measured at fair value through profit or loss	(8,850)	1,456
Other operating income/(expenses)	(59,063)	(31,515)
TOTAL OPERATING INCOME	892,967	858,265
Staff costs	188,087	165,707
Other administrative costs	113,038	106,956
Amortisations and depreciations	38,595	35,411
TOTAL OPERATING EXPENSES	339,720	308,074
NET OPERATING INCOME BEFORE PROVISIONS AND IMPAIRMENTS	553,247	550,191
Results on modification	(4,179)	(7,240)
Impairment of financial assets at amortised cost	(76,107)	(73,039)
Impairment of financial assets at fair value through other comprehensive income	(2,444)	(1,437)
Impairment of other assets	(4,004)	(5,681)
Other provisions	(104,447)	(138,588)
NET OPERATING INCOME	362,066	324,206
Share of profit of associates accounted for using the equity method	13,450	10,415
Gains/(losses) on disposal of subsidiaries and other assets	2,727	139
NET INCOME BEFORE INCOME TAXES	378,243	334,760
Income taxes		
Current	(3,070)	(27,366)
Deferred	(109,173)	(50,767)
NET INCOME AFTER INCOME TAXES	266,000	256,627
Net income for the period attributable to:		
Bank's Shareholders	243,452	234,309
Non-controlling interests	22,548	22,318
NET INCOME FOR THE PERIOD	266,000	256,627
Earnings per share (in Euros)		
Basic	0.063	0.061
Diluted	0.063	0.061

BANCO COMERCIAL PORTUGUÊS
Consolidated Balance Sheet as at 31 December 2024 and 2023
(Audited)
(Amounts expressed in thousands of EUR)

	2024	2023 (restated)
ASSETS		
Cash and deposits at Central Banks	5,589,030	4,545,526
Loans and advances to credit institutions repayable on demand	251,157	337,687
Financial assets at amortised cost		
Loans and advances to credit institutions	797,535	908,477
Loans and advances to customers	53,907,058	53,305,159
Debt securities	21,345,171	17,579,136
Financial assets at fair value through profit or loss		
Financial assets held for trading	1,763,402	822,904
Financial assets not held for trading mandatorily at fair value through profit or loss	355,211	433,603
Financial assets designated at fair value through profit or loss	33,894	32,004
Financial assets at fair value through other comprehensive income	12,898,966	10,834,287
Hedging derivatives	69,349	40,628
Investments in associates	429,423	380,822
Non-current assets held for sale	45,245	80,317
Investment property	24,183	39,100
Other tangible assets	619,146	606,447
Goodwill and intangible assets	275,970	223,105
Current tax assets	21,159	20,469
Deferred tax assets	2,253,457	2,554,331
Other assets	1,464,246	1,626,684
TOTAL ASSETS	102,143,602	94,370,686
LIABILITIES		
Financial liabilities at amortised cost		
Deposits from credit institutions and other funds	777,719	829,126
Deposits from customers and other funds	82,084,687	75,606,813
Non-subordinated debt securities issued	3,528,710	2,712,682
Subordinated debt	1,427,359	1,397,425
Financial liabilities at fair value through profit or loss		
Financial liabilities held for trading	179,627	207,387
Financial liabilities designated at fair value through profit or loss	3,248,857	3,608,487
Hedging derivatives	39,041	67,825
Provisions	1,085,858	753,103
Current tax liabilities	136,008	197,085
Deferred tax liabilities	7,434	8,795
Other liabilities	1,435,745	1,691,552
TOTAL LIABILITIES	93,951,045	87,080,280
EQUITY		
Share capital	3,000,000	3,000,000
Share premium	16,471	16,471
Other equity instruments	400,000	400,000
Legal and statutory reserves	384,402	316,375
Reserves and retained earnings	2,387,592	1,714,083
Net income for the year attributable to Bank's Shareholders	906,378	856,050
Non-controlling interests	1,097,714	987,427
TOTAL EQUITY	8,192,557	7,290,406
TOTAL LIABILITIES AND EQUITY	102,143,602	94,370,686

BANCO COMERCIAL PORTUGUÊS
Consolidated Balance Sheet as at 31 March 2025 and 31 March 2024
(Unaudited)
(Amounts expressed in thousands of EUR)

	31 March 2025	31 March 2024 (restated)
ASSETS		
Cash and deposits at Central Banks	3,159,350	4,108,736
Loans and advances to credit institutions repayable on demand	326,753	195,279
Financial assets at amortised cost		
Loans and advances to credit institutions	1,282,203	846,515
Loans and advances to customers	54,638,175	53,483,511
Debt securities	24,053,647	18,205,388
Financial assets at fair value through profit or loss		
Financial assets held for trading	1,473,196	1,610,067
Financial assets not held for trading mandatorily at fair value through profit or loss	343,792	445,912
Financial assets designated at fair value through profit or loss	36,991	32,956
Financial assets at fair value through other comprehensive income	13,583,537	13,002,748
Hedging derivatives	70,733	45,189
Investments in associates	447,180	394,846
Non-current assets held for sale	43,717	74,761
Investment property	21,382	39,646
Other tangible assets	603,377	604,856
Goodwill and intangible assets	276,496	224,024
Current tax assets	24,831	21,271
Deferred tax assets	2,113,518	2,485,943
Other assets	1,795,379	1,975,643
TOTAL ASSETS	**104,294,257**	**97,797,291**
LIABILITIES		
Financial liabilities at amortised cost		
Deposits from credit institutions and other funds	876,090	1,015,315
Deposits from customers and other funds	83,353,842	78,687,238
Non-subordinated debt securities issued	3,743,851	2,724,669
Subordinated debt	1,395,376	1,381,415
Financial liabilities at fair value through profit or loss		
Financial liabilities held for trading	219,390	226,769
Financial liabilities designated at fair value through profit or loss	3,060,694	3,459,922
Hedging derivatives	24,694	40,227
Provisions	1,166,508	845,144
Current tax liabilities	83,337	87,924
Deferred tax liabilities	4,315	4,619
Other liabilities	1,817,057	1,751,901
TOTAL LIABILITIES	**95,745,154**	**90,225,143**
EQUITY		
Share capital	3,000,000	3,000,000
Share premium	16,471	16,471
Other equity instruments	400,000	400,000
Legal and statutory reserves	384,402	316,375
Reserves and retained earnings	3,366,995	2,607,113
Net income for the period attributable to Bank's Shareholders	243,452	234,309
Non-controlling interests	1,137,783	997,880
TOTAL EQUITY	**8,549,103**	**7,572,148**
TOTAL LIABILITIES AND EQUITY	**104,294,257**	**97,797,291**

BANCO COMERCIAL PORTUGUÊS
Consolidated Statements of Cash Flows for the years ended 31 December 2024 and 2023
(Audited)
(Amounts expressed in thousands of EUR)

	2024	2023
CASH FLOWS ARISING FROM OPERATING ACTIVITIES		
Interests received	3,615,554	3,574,550
Commissions received	1,060,670	995,405
Fees received from services rendered	132,331	124,601
Interests paid	(1,816,449)	(1,354,351)
Commissions paid	(182,806)	(175,850)
Recoveries on loans previously written off	70,624	57,732
Payments (cash) to suppliers and employees (*)	(1,444,814)	(1,185,258)
Income taxes (paid) / received	(204,206)	(84,618)
	1,230,904	1,952,211
Decrease / (increase) in operating assets:		
Receivables from / (Loans and advances to) credit institutions	197,870	(137,542)
Deposits held with purpose of monetary control	(88,562)	197,388
Loans and advances to customers receivable / (granted)	(801,026)	554,467
Short term trading securities	(992,534)	125,787
Increase / (decrease) in operating liabilities:		
Loans and advances to credit institutions repayable on demand	(9,757)	(21,127)
Deposits from credit institutions with agreed maturity date	(44,417)	(624,255)
Loans and advances to customers repayable on demand	2,863,523	(3,624,247)
Deposits from customers with agreed maturity date	3,211,619	5,549,721
	5,567,620	3,972,403
CASH FLOWS ARISING FROM INVESTING ACTIVITIES		
Assignment of investments in subsidiaries and associates which results in loss of control	—	115,089
Dividends received	57,314	10,504
Interest income from financial assets at fair value through other comprehensive income and at amortised cost	1,032,852	605,181
Sale of financial assets at fair value through other comprehensive income and at amortised cost	3,827,773	3,246,396
Acquisition of financial assets at fair value through other comprehensive income and at amortised cost	(154,631,503)	(131,539,734)
Maturity of financial assets at fair value through other comprehensive income and at amortised cost	145,297,987	120,612,565
Acquisition of tangible and intangible assets	(162,102)	(124,883)
Sale of tangible and intangible assets	1,332	6,925
Decrease / (increase) in other sundry assets	(163,006)	469,310
	(4,739,353)	(6,598,647)
CASH FLOWS ARISING FROM FINANCING ACTIVITIES		
Issuance of debt securities	1,185,355	1,181,735
Repayment of debt securities	(722,878)	(233,366)
Issuance of commercial paper and other securities	71,326	32,137
Repayment of commercial paper and other securities	(5,004)	(33,623)
Issuance of Perpetual Subordinated Bonds in January 2024, net of expenses (Additional Tier 1)	397,600	—
Repayment of Perpetual Subordinated Bonds issued in January 2019, net of expenses (Additional Tier 1)	(400,000)	—
Dividends paid to Bank's shareholders	(256,938)	—
Dividends paid to non-controlling interests	(28,727)	(23,719)
Interest paid of the issue of Perpetual Subordinated Bonds (Additional Tier 1)	(33,625)	(37,000)
Increase / (decrease) in other sundry liabilities and non-controlling interests (**)	(138,829)	328,843
	68,280	1,215,007
Exchange differences effect on cash and equivalents	60,427	58,989
Net changes in cash and equivalents	956,974	(1,352,248)
Cash (note 19)	688,501	593,033
Deposits at Central Banks (note 19)	3,857,025	5,428,968
Loans and advances to credit institutions repayable on demand (note 20)	337,687	213,460
CASH AND EQUIVALENTS AT THE BEGINNING OF THE YEAR	4,883,213	6,235,461
Cash (note 19)	666,175	688,501
Deposits at Central Banks (note 19)	4,922,855	3,857,025
Loans and advances to credit institutions repayable on demand (note 20)	251,157	337,687
CASH AND EQUIVALENTS AT THE END OF THE YEAR	5,840,187	4,883,213

(*) In 2024, this balance includes the amount of EUR 262,000 (2023: EUR 1,440,000) related to short-term lease contracts and the amount of EUR 2,473,000 (2023: EUR 2,612,000) related to lease contracts of low value assets.

(**) In 2024, this balance includes the amount of EUR 57,519,000 (2023: EUR 54,952,000) corresponding to principal payments on lease liabilities.

TAXATION

The following is a general description of certain tax considerations relating to the Notes. It does not purport to be a complete analysis of all tax considerations relating to the Notes, whether in those countries or elsewhere. The tax laws of an investor's Member State and of the Issuer's Member State of incorporation might have an impact on the income received from the securities. Prospective purchasers of Notes should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of Notes and receiving payments of interest, principal and/or other amounts under the Notes and the consequences of such actions under the tax laws of those countries. It should also be noted that there are differences in the tax treatment of different Notes. This summary is based upon the law as in effect on the date of this Offering Circular and is subject to any change in law that may take effect after such date.

1. Portuguese Taxation

The following is a general summary of the Bank's understanding of current law and practice in Portugal as in effect on the date of this Offering Circular in relation to certain current relevant aspects to Portuguese taxation of the Notes and is subject to changes in such laws, including changes that could have a retroactive effect. Potentially applicable transitional rules have not been considered. The following summary is intended as a general guide only and is not exhaustive. It is not intended to be, nor should it be considered to be, legal or tax advice to any holder of Notes. It neither takes into account nor discusses investors' individual circumstances or the tax laws of any country other than Portugal, and it relates only to the position of persons who are ultimate beneficial owners of the Notes. Prospective investors are advised to consult their own tax advisers as to the Portuguese or other tax consequences of the purchase, ownership and disposal of Notes. Tax consequences may differ according to the provisions of different double taxation treaties, as well as according to a prospective investor's particular circumstances.

The reference to "interest", "other investment income" and "capital gains" in the paragraphs below means "interest", "other investment income" and "capital gains" as understood in Portuguese tax law. The statements below do not take into account different definitions of "interest", "other investment income" or "capital gains" which may prevail under any other law or which may be created by the "Terms and Conditions of the Note" or any related documentation.

Economic benefits derived from interest, accrued interest, amortisation or reimbursement premiums and other instances of remuneration arising from the Notes are designated as investment income for Portuguese tax purposes.

Gains obtained with the repayment of Notes or of any other debt securities are qualified as capital gains for Portuguese tax purposes.

Portuguese resident holders and non-resident holders with a Portuguese permanent establishment

Interest and other types of investment income obtained on Notes by a Portuguese resident individual is subject to withholding tax at 28%, which, if such income is not earned as business or professional income, is the final tax on that income unless the individual elects to include it in his/ her taxable income subject to tax at progressive rates of up to 53%.

Gains obtained on the disposal or the refund of the Notes by an individual resident in Portugal for tax purposes are subject to Portuguese capital gains taxation on the (annual) positive difference between such gains and gains on other securities and losses in securities. Tax applies at 28%, which is the final tax on that income, unless the individual elects to include it in his/her taxable income, subject to tax at progressive rates of up to 53%. If the capital gains refer to securities admitted to trading, 10 per cent,

20 per cent or 30 per cent of the income may be excluded from taxation, depending on whether the assets are held for more than 2 years and less than 5 years, 5 years or more and less than 8 years, or 8 years or more, respectively.

The positive balance between capital gains and capital losses arising from the transfer for consideration of shares and other securities, which includes gains obtained on the disposal or the refund of the Notes, is obligatorily accumulated and taxed at progressive rates if the assets have been held for less than 365 days and the taxable income of the taxpayer, including the balance of the capital gains and capital losses, amounts to or exceeds EUR 83,696.

Stamp tax at 10% applies to the acquisition through gift or inheritance of Notes by an individual who is domiciled in Portugal. An exemption applies to transfers in favour of the spouse (or person living together as spouse), descendants and parents/grandparents.

Interest or other investment income derived from the Notes and capital gains realised with the transfer of the Notes by legal persons resident for tax purposes in Portugal and by non-resident legal persons with a permanent establishment in Portugal to which the income or gains are attributable are included in their taxable profits and are subject to Portuguese corporate tax at 20% (16% on the first EUR 50,000 in the case of small, medium-sized and Small Mid Cap enterprises, or 12,5% on the first EUR 50,000 in the case of startup entities, as defined in Law no. 21/2023, of 5 May, complying with the conditions set forth in Article 2.º, no. 1, f) of such Law) and may be subject to a municipal surcharge ("*derrama municipal*") of up to 1.5%. A state surcharge ("*derrama estadual*") also applies at 3% on taxable profits in excess of EUR 1,500,000 and up to EUR 7,500,000, and at 5% on taxable profits in excess of EUR 7,500,000 up to EUR 35,000,000, and at 9% on taxable profits in excess of EUR 35,000,000.

Withholding tax at 25% applies to interest and other investment income, which is deemed a payment on account of the final tax due. The withholding (and final) tax rate is 20% in the case of entities benefiting from a tax exemption under Articles 9 and 10 of the corporate tax code that does not apply to investment income and in the case of entities not carrying on an activity of a commercial, industrial or agricultural nature.

Financial institutions, pension funds, retirement saving funds, venture capital funds, collective investment undertakings and some exempt entities, among other entities, are not subject to withholding tax.

Interest and other investment income paid or made available ("*colocado à disposição*") to accounts in the name of one or more accountholders acting on behalf of undisclosed entities is subject to a final withholding tax at 35%, unless the beneficial owner of the income is disclosed, in which case the general rules will apply.

The acquisition of Notes through gift or inheritance by a Portuguese resident legal person or a non-resident acting through a Portuguese permanent establishment is subject to Portuguese corporate tax at 20%, (16% on the first EUR 50,000 in the case of small, medium-sized and Small Mid Cap enterprises, or 12,5% on the first EUR 50,000 in the case of startup entities, as defined in Law no. 21/2023, of 5 May, complying with the conditions set forth in Article 2.º, no. 1, f) of such Law). A municipal surcharge ("*derrama municipal*") of up to 1.5% may also be due. A state surcharge ("*derrama estadual*") also applies at 3% on taxable profits in excess of EUR 1,500,000 and up to EUR 7,500,000, and at 5% on taxable profits in excess of EUR 7,500,000 up to EUR 35,000,000, and at 9% on taxable profits in excess of EUR 35,000,000.

There is no wealth nor estate tax in Portugal.

Non-resident holders without a Portuguese permanent establishment – General rules

Interest and other types of investment income obtained by non-resident holders without a Portuguese permanent establishment to which the income is attributable is subject to withholding tax at 28% (individuals) or 25% (legal persons), which is the final tax on that income. The withholding tax rate is 35% in the case of individuals or legal persons domiciled in a country, territory or region included in the "tax havens" list approved by Ministerial Order No. 150/2004, of 13 February 2004, as amended from time to time (hereafter "**Ministerial Order No. 150/2004**").

Interest and other investment income paid or made available ("*colocado à disposição*") to accounts in the name of one or more accountholders acting on behalf of undisclosed entities is subject to a final withholding tax at 35%, unless the beneficial owner of the income is disclosed, in which case the general rules will apply.

Under the tax treaties entered into by Portugal, the withholding tax rate may be reduced to 15, 12, 10 or 5%, depending on the applicable treaty and provided that the relevant formalities are met. These formalities include the certification, through a document issued by the competent tax authorities, of the residence of the beneficial owners of the interest and other investment income in the periods concerned, as well as the certification that they are subject to taxation. The reduction may apply at source or through the refund of the excess tax. The standard forms currently applicable for these purposes, to be presented with the document issued by the competent tax authorities, were approved by Order ("*Despacho*") No. 8363/2020, of 31 August 2020 (second series), published in the Portuguese official gazette, second series, No. 169, of 31 August 2020, of the Portuguese Secretary of State for tax affairs and may be available for viewing and downloading at www.portaldasfinancas.gov.pt.

Interest paid to an associated company of the Bank which is resident in the European Union is exempt from withholding tax.

For these purposes, an "**associated company of the Bank**" is:

(a) a company which is subject to one of the taxes on profits listed in Article 3(a)(iii) of Council Directive 2003/49/EC without being exempt, which takes one of the forms listed in the Annex to that Directive, which is considered to be resident in a Member State of the European Union and is not, within the meaning of a double taxation convention on income concluded with a third state, considered to be resident for tax purposes outside the European Community; and

(b) which holds a minimum direct holding of 25% in the share capital of the Bank, or is directly held by the Bank in at least 25% or which is directly held in at least 25% by a company which also holds at least 25% of the capital of the Bank; and

(c) provided that the holding has been maintained for an uninterrupted period of at least two years. If the minimum holding period is met after the date the withholding tax becomes due, a refund may be obtained.

The associated company of the Bank to which payments are made must be the beneficial owner of the interest, which will be the case if it receives the interest for its own benefit and not as an intermediary, either as a representative, a trustee or an authorised signatory, for some other person.

Capital gains obtained on the disposal or the refund of the Notes by an individual non-resident in Portugal for tax purposes are subject to Portuguese capital gains taxation on the (annual) positive difference between such gains and gains on other securities and losses in securities. Tax applies at 28%. An exemption applies to non-resident individuals, unless they are resident in a country, territory or region included in Ministerial Order No. 150/2004. Under the tax treaties entered into by Portugal, such

gains are usually not subject to Portuguese tax, but the applicable rules should be confirmed on a case by case basis.

Gains obtained on the disposal or the refund of Notes by a legal person non-resident in Portugal for tax purposes and without a permanent establishment in Portugal to which gains are attributable are exempt from Portuguese capital gains taxation, unless the share capital of the holder is (a) more than 25% directly or indirectly, held by Portuguese resident entities (unless certain additional conditions and requirements are met, in which case the capital gains exemption remains applicable) or (b) if the holder is resident in a country, territory or region subject to a clearly more favourable tax regime included in Ministerial Order No. 150/2004. If the exemption does not apply, the gains will be subject to tax at 25%. Under the tax treaties entered into by Portugal, such gains are usually not subject to Portuguese tax, but the applicable rules should be confirmed on a case by case basis.

No stamp tax applies to the acquisition through gift and inheritance of Notes by an individual who is not domiciled in Portugal.

The acquisition of Notes through gift or inheritance by a non-resident legal person is subject to corporate tax at 25%. Under the tax treaties entered into by Portugal, such gains are usually not subject to Portuguese tax, but the applicable rules should be confirmed on a case-by-case basis.

There is neither wealth nor estate tax in Portugal.

Notes held through a centralised control system

The regime described above corresponds to the general tax treatment of investment income and capital gains on the Notes and to the acquisition through gift or inheritance of such Notes.

Nevertheless, pursuant to the Special Taxation Regime for Debt Securities approved by Decree-law No. 193/2005, of 7 November 2005, as amended from time to time (hereafter "**the special regime approved by Decree-Law No. 193/2005**"), investment income and gains on the disposal or the refund of debt securities issued by Portuguese resident entities, such as the Notes, may be exempt from Portuguese income tax, provided that the debt securities are integrated in a centralised system managed by Portuguese resident entities (such as the Central de Valores Mobiliários, managed by Interbolsa), by other European Union or EEA entities that manage international clearing systems (in the latter case if there is administrative co-operation for tax purposes with the relevant country which is equivalent to that in place within the European Union), or, when authorised by the member of the government in charge of finance (currently the Finance Minister), in other centralised systems and:

(a) the beneficial owners have no residence, head office, effective management or permanent establishment in the Portuguese territory to which the income is attributable; and

(b) the beneficial owners are central banks and government agencies, international organisations recognised by the Portuguese state, residents in a country or jurisdiction with which Portugal has entered into a double tax treaty or a tax information exchange agreement in force or other non–resident entities which are not domiciled in a country, territory or region subject to a clearly more favourable tax regime included in Ministerial Order No. 150/2004.

The special regime approved by Decree-law No. 193/2005 sets out the detailed rules and procedures to be followed on the proof of non-residence by the holders of Notes to which it applies.

Under these rules, the direct register entity is to obtain and keep proof, in the form described below, that the beneficial owner is a non-resident entity that is entitled to the exemption. As a general rule, the proof of non-residence by the holders of Notes should be provided to, and received by, the direct register

entities prior to the relevant date for payment of any interest, or the redemption date (for Zero Coupon Notes), and, in the case of domestically cleared Notes, prior to the transfer of Notes, as the case may be. For the avoidance of doubt is it envisaged that the Notes will be integrated in a centralised system managed by a Portuguese domestic entity (Interbolsa).

The following is a general description of the rules and procedures on the proof required for the exemption to apply at source, as they stand on the date of this Offering Circular.

Domestically Cleared Notes

The beneficial owner of Notes must provide proof of non-residence in Portuguese territory substantially in the terms set forth below.

(a) If a holder of Notes is a central bank, a public law entity or agency or an international organisation recognised by the Portuguese state, a declaration of tax residence issued by the holder of Notes, duly signed and authenticated or proof pursuant to sub-paragraph (d) below;

(b) If the beneficial owner of Notes is a credit institution, a financial company, pension fund or an insurance company domiciled in any OECD country or in a country or jurisdiction with which Portugal has entered into a double taxation treaty, and is subject to a special supervision regime or administrative registration, certification shall be made by means of the following: (A) its tax identification; or (B) a certificate issued by the entity responsible for such supervision or registration or by the tax authorities confirming the legal existence of the holder of Notes and its domicile; or (C) proof of non-residence, pursuant to the terms of sub-paragraph (d) below;

(c) If the beneficial owner of Notes is either an investment fund or other type of collective investment undertaking domiciled in any OECD country or any country or jurisdiction with which Portugal has entered into a double tax treaty or a tax information exchange agreement in force, certification shall be provided by means of any of the following documents: (A) declaration issued by the entity which is responsible for its registration or supervision or by the tax authorities, confirming its legal existence and the law of incorporation; or (B) proof of non-residence pursuant to the terms of sub-paragraph (d) below;

(d) In any other case, confirmation must be made by way of (A) a certificate of residence or equivalent document issued by the relevant tax authorities, or (B) a document issued by the relevant Portuguese consulate certifying residence abroad, or (C) a document specifically issued by an official entity of the public administration (either central, regional or peripheral, indirect or autonomous) of the relevant country certifying the residence; for these purposes, an identification document such as a passport or an identity card or document by means of which it is only indirectly possible to assume the relevant tax residence (such as a work or permanent residency permit) is not acceptable.

There are rules on the authenticity and validity of the documents mentioned in sub-paragraph (d) above, in particular that the holder of Notes must provide an original or a certified copy of the residence certificate or equivalent document. This document must be issued up to three months after the date on which the withholding tax would have been applied and will be valid for a 3-year period starting on the date such document is issued. The holder of Notes must inform the register entity immediately of any change that may preclude the tax exemption from applying.

In what concerns the documents mentioned in sub-paragraphs (a) to (c) above, proof of non-residence is required only once, the beneficial owner having to inform the register entity of any changes that impact the entitlement to the exemption.

Internationally Cleared Notes

If the Notes are registered in an account with an international clearing system, prior to the relevant date for payment of any interest or the redemption date (for Zero Coupon Notes), the entity managing such system is to provide to the direct register entity or its representative the identification and number of securities, as well as the income and, when applicable, the tax withheld, itemised by type of beneficial owner, as follows: (i) Portuguese resident entities or permanent establishments of non-resident entities to which the income is attributable which are not exempt from tax and are subject to withholding tax; (ii) Entities domiciled in a country, territory, or region subject to a clearly more favourable tax regime included in Ministerial Order No. 150/2004, which are not exempt from tax and are subject to withholding tax ; (iii) Portuguese resident entities or permanent establishments of non-resident entities to which the income is attributable which are exempt from tax and are not subject to withholding tax; (iv) other non-Portuguese resident entities.

In addition, the international clearing system managing entity is to provide to the direct register entity, in relation to each income payment, at least the following information concerning each of the beneficiaries mentioned in items (i), (ii) and (iii) above: name and address, tax identification number, if applicable, identification of the securities held and amount thereof and amount of income.

No Portuguese exemption shall apply at source under the special regime approved by Decree-Law No. 193/2005 if the above rules and procedures are not followed. Accordingly, the general Portuguese tax provisions shall apply as described above.

If the conditions for an exemption to apply are met, but, due to inaccurate or insufficient information, tax is withheld, a special refund procedure is available under the regime approved by Decree-Law No. 193/2005.

The refund claim is to be submitted to the direct or indirect register entity of the Notes within 6 months from the date the withholding took place.

The refund of withholding tax in other circumstances or after the above 6 months period is to be claimed to the Portuguese Tax Authorities within 2 years from the end of the year in which tax was withheld. The refund is to be made within 3 months, after which interest is due.

The forms currently applicable for the above purposes were approved by Order ("Despacho") No. 2937/2014 of the Portuguese Secretary of State for Tax Affairs, published in the Portuguese official gazette, second series, No. 37, of 21 February 2014 and may be available for viewing and downloading at www.portaldasfinanças.gov.pt.

2. Irish Taxation

The following is a summary of the Irish withholding tax treatment of the Notes. It is based on the laws and practice of the Revenue Commissioners of Ireland currently in force in Ireland as at the date of this Offering Circular and may be subject to change. The summary does not purport to be a comprehensive description of all of the Irish tax considerations that may be relevant to a decision to purchase, own or dispose of the Notes. The summary does not constitute tax or legal advice and the comments below are of a general nature only and it does not discuss all aspects of Irish taxation that may be relevant to any particular holder of Notes. Prospective investors in the Notes should consult their professional advisers

on the tax implications of the purchase, holding, redemption or sale of the Notes and the receipt of payments thereon under any laws applicable to them.

(a) Withholding Tax

In general, tax at the standard rate of income tax (currently 20%), is required to be withheld from payments of Irish source income. The Issuer will not be obliged to withhold Irish income tax from payments of interest on the Notes so long as such payments do not constitute Irish source income. Interest paid on the Notes should not be treated as having an Irish source unless:

(i) The Issuer is resident in Ireland for tax purposes; or

(ii) the Issuer has a branch or permanent establishment in Ireland, the assets or income of which is used to fund the payments on the Notes; or

(iii) the Issuer is not resident in Ireland for tax purposes but the register for the Notes is maintained in Ireland or (if the Notes are in bearer form) the Notes are physically held in Ireland.

It is anticipated that, (A) the Issuer is not and will not be resident in Ireland for tax purposes; (B) the Issuer will not have a branch or permanent establishment in Ireland; (C) that bearer Notes will not be physically located in Ireland; and (D) the Issuer will not maintain a register of any registered Notes in Ireland.

In any event, an exemption from withholding on interest payments exists under Section 64 of the Taxes Consolidation Act 1997 of Ireland for certain interest bearing securities ("**quoted Eurobonds**") issued by a body corporate (such as the Issuer) which are quoted on a recognised stock exchange (which would include Euronext Dublin).

Any interest paid on such quoted Eurobonds can be paid free of withholding tax provided:

(A) the person by or through whom the payment is made is not in Ireland; or

(B) the payment is made by or through a person in Ireland, and either:

(I) the quoted Eurobond is held in a clearing system recognised by the Irish Revenue Commissioners (Euroclear and Clearstream, Luxembourg are so recognised), or

(II) the person who is the beneficial owner of the quoted Eurobond and who is beneficially entitled to the interest is not resident in Ireland and has made a declaration to a relevant person (such as an Irish paying agent) in the prescribed form.

So long as the Notes are quoted on a recognised stock exchange and are held in Euroclear and/or Clearstream, Luxembourg, interest on the Notes can be paid by the Issuer and any paying agent acting on behalf of the Issuer without any withholding or deduction for or on account of Irish income tax.

(b) Taxation of Noteholders

Notwithstanding that a Noteholder may receive interest on the Notes free of withholding tax, the Noteholder may still be liable to pay Irish income or corporation tax (and, in the case of

individuals, the universal social charge) on such interest if (i) such interest has an Irish source (as discussed in 'Withholding Tax' above), (ii) the Noteholder is resident or (in the case of a person other than a body corporate) ordinarily resident in Ireland for tax purposes (in which case there would also be a social insurance (PRSI) liability for an individual in receipt of interest on the Notes) or (iii) the Notes are attributed to a branch or agency in Ireland.

However, interest on the Notes will be exempt from Irish income tax if the recipient of the interest is resident in a relevant territory (a member state of the European Union (other than Ireland) or in a country with which Ireland has a comprehensive double taxation agreement) provided either (A) the Notes are quoted Eurobonds and are exempt from withholding tax as set out above (B) if the Notes are not or cease to be quoted Eurobonds exempt from withholding tax and the recipient of the interest is a company resident in a relevant territory that generally taxes foreign source interest.

Ireland operates a self-assessment system in respect of income and corporation tax and each person must assess its own liability to Irish tax.

(c) Withholding of Irish Encashment Tax

Payments on any Notes paid by a paying agent in Ireland or collected or realised by an agent in Ireland acting on behalf of the beneficial owner of Notes will be subject to Irish encashment tax at the standard rate of Irish tax (currently 25%), unless it is proved, on a claim made in the required manner to the Revenue Commissioners of Ireland, that the beneficial owner of the Notes entitled to the interest or distribution is not resident in Ireland for the purposes of Irish tax and such interest or distribution is not deemed, under the provisions of Irish tax legislation, to be income of another person that is resident in Ireland.

3. Foreign Account Tax Compliance Act

Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 ("**FATCA**") impose a new reporting regime and, potentially, a 30% withholding tax with respect to: (i) certain payments from sources within the United States, (ii) "**foreign passthru payments**" made to certain non-U.S. financial institutions that do not comply with this new reporting regime, and (iii) payments to certain investors that do not provide identification information with respect to interests issued by a participating non-U.S. financial institution. FATCA may affect payments made to custodians or intermediaries in the subsequent payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to receive payments free of FATCA withholding. It may also affect payment to any ultimate investor that fails to provide its broker (or other custodian or intermediary from which it receives payment) with any information, forms, other documentation or consents that may be necessary for the payments to be made free of FATCA withholding.

Investors should choose the custodians or intermediaries with care (to ensure each is compliant with FATCA or other laws or agreements related to FATCA) and provide each custodian or intermediary with any information, forms, other documentation or consents that may be necessary for such custodian or intermediary to make a payment free of FATCA withholding. Investors should consult their own tax advisor to obtain a more detailed explanation of FATCA and how FATCA may affect them. The Issuer’s obligations under the Notes are discharged once it has made payment via the Interbolsa system and the Issuer therefore has no responsibility for any amount thereafter transmitted through Euroclear and Clearstream, Luxembourg or Interbolsa and custodians or intermediaries. Further, foreign financial institutions in a jurisdiction which has entered into an intergovernmental agreement with the

United States (an "**IGA**") are generally not expected to be required to withhold under FATCA or an IGA (or any law implementing an IGA) form payments they make.

Portugal signed an IGA with the United States on 6 August 2015 and has implemented through Law No. 82-B/2014, of 31 December 2014 (as amended), the legal framework based on the reciprocal exchange of information with the United States on financial accounts subject to disclosure. The IGA entered into force in 10 August 2016, and through Decree-Law No. 64/2016, of 11 October 2016, amended by Law No. 98/2017, of 24 August 2017 and Law No. 17/2019 of 14 February 2019, the Portuguese government approved the regulation required to comply with FATCA. Under this legislation, the Issuer is required to obtain information regarding certain accountholders and report such information to the Portuguese Tax Authorities, which, in turn, will report such information to the U.S. Internal Revenue Service. The exchange of information shall be made by 31 July of each year comprising the information gathered respecting the previous year.

Holders should consult their own tax advisers regarding how these rules may apply to their investment in Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

4. The proposed financial transactions tax ("FTT")

On 14 February 2013, the European Commission published a proposal (the "**Commission's Proposal**") for a Directive for a FTT in Belgium, Germany, Greece, Spain, France, Italy, Austria, Portugal, Slovenia, Slovakia (the "**participating Member States**") and Estonia. However, Estonia has since stated that it will not participate.

Currently, after the withdrawal of the Republic of Estonia as a Member State wishing to participate in the establishment of the enhanced cooperation, ten countries are participating in the negotiations on the proposed directive. At the working party meeting of 7 May 2019, participating Member States indicated that they were discussing the option of an FTT based on the French model of the tax, and the possible mutualisation of the revenues among the participating member states as a contribution to the EU budget.

The Spanish FTT entered into force on 16 January 2021.

The FTT proposal remains subject to negotiation between the participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional European Union Member States may decide to participate. Prospective holders of Notes are advised to seek their own professional advice in relation to the FTT.

5. Administrative co-operation in the field of taxation – Common Reporting Standard

Council Directive 2011/16/EU, as amended by Council Directive 2014/107/EU, of 9 December 2014, introduced the automatic exchange of information in the field of taxation concerning bank accounts and is in accordance with the Global Standard released by the Organisation for Economic Co-operation and Development in July 2014 (the Common Reporting Standard).

Under Council Directive 2014/107/EU, of 9 December 2014, financial institutions are required to report to the tax authorities of their respective Member State (for the exchange of information with the state of residence) information regarding bank accounts, including custodial accounts, held by individual persons residing in a different Member State or entities which are controlled by one or more individual persons residing in a different Member State, after having applied

the due diligence rules foreseen in the Directive. The information refers to the account balance at the end of the calendar year, income paid or credited in the account and the proceeds from the sale or redemption of the financial assets paid or credited in the account during the calendar year to which the financial institution acted as custodian, broker, nominee, or otherwise as an agent for the account holder, among others.

Council Directive 2021/514/EU has amended Council Directive 2011/16/EU aiming to combat the fraud, evasion and tax avoidance in the digital economy and the cross-border dimension of the services offered through the use of digital platforms. Under this regime, any digital platform that connects sellers of certain goods and services with the respective buyers should report to the local tax authorities information on the economic activities carried out by the users.

Portugal has implemented Directive 2011/16/EU through Decree-Law No. 61/2013, of 10 May 2013, as amended by Decree-Law No. 64/2016, of 11 October 2016, Law No. 98/2017, of 24 August 2017, and Law No. 17/2019, of 14 February 2019.

The Council Directive 2014/107/EU, of 9 December 2014, regarding the mandatory automatic exchange of information in the field of taxation was also implemented in Portugal through through the Decree-Law No. 64/2016, of 11 October 2016, as amended, Law No. 98/2017, of 24 August 2017, and Law No. 17/2019, of 14 February 2019. Under such law, the Issuer is required to collect information regarding certain accountholders and report such information to Portuguese Tax Authorities (until 31 May, with reference to the previous year) – which, in turn, will report such information to the relevant tax authorities of EU Member States or third States which have signed the Multilateral Competent Authority Agreement on Automatic Exchange of Financial Account Information for the Common Reporting Standard.

Council Directive 2021/514/EU was implemented through Law 36/2023, of 26 July, which amended Decree-Law 61/2013, of 10 May.

Law no. 17/2019, of 14 February 2019, introduced the regime for the automatic exchange of financial information to be carried out by financial institutions to the Portuguese Tax Authority (until 31 July, with reference to the previous year) with respect to accounts held by holders or beneficiaries resident in the Portuguese territory with a balance or value that exceeds EUR 50,000 (assessed at the end of each civil year). This regime covers information related to 2018 and the following years.

Under Council Directive 2014/107/EU, of 9 December 2014, financial institutions are required to report to the tax authorities of their respective Member State (for the exchange of information with the state of residence) information regarding bank accounts, including custodial accounts, held by individual persons residing in a different Member State or entities which are controlled by one or more individual persons residing in a different Member State, after having applied the due diligence rules foreseen in the Directive. The information refers to the account balance at the end of the calendar year, income paid or credited in the account and the proceeds from the sale or redemption of the financial assets paid or credited in the account during the calendar year to which the financial institution acted as custodian, broker, nominee, or otherwise as an agent for the account holder, among others.

In view of the regime enacted by Decree-Law No. 64/2016, of 11 October 2016, which was amended by Law No. 98/2017, of 24 August 2017, and Law No. 17/2019, of 14 February 2019, all information regarding the registration of the financial institution, the procedures to comply with the reporting obligations arising thereof and the applicable forms were approved by Ministerial Order ("*Portaria*") No. 302-B/2016, of 2 December 2016, as amended by Ministerial Order ("*Portaria*") No. 282/2018, of 19 October 2018, Ministerial Order

("*Portaria*") No. 302-C/2016, of 2 December 2016, Ministerial Order ("*Portaria*") No. 302-D/2016, of 2 December 2016, as amended by Ministerial Order ("*Portaria*") No. 255/2017, of 14 August 2017, and by Ministerial Order ("*Portaria*") No. 58/2018, of 27 February 2018, and Ministerial Order ("*Portaria*") No. 302-E/2016, of 2 December 2016.

6. Administrative co-operation in the field of taxation – Mandatory Disclosure Rules

Council Directive 2011/16/EU, as amended by Council Directive (EU) 2018/822 of 25 May, introduced the automatic exchange of tax information concerning the cross-border mechanisms to be reported to the tax authorities, in order to ensure a better operation of the EU market by discouraging the use of aggressive cross-border tax planning arrangements.

Under Council Directive (EU) 2018/822 of 25 May, the intermediaries or the relevant taxpayers are subject to the obligation to communicate cross-border tax planning arrangements' information to the tax authorities of EU Member States, according to certain hallmarks indicating a potential risk of tax avoidance.

Portugal implemented Council Directive (EU) 2018/822 of 25 May through Law No. 26/2020, of 21 July, and Decree-Law No. 53/2020, of 11 August, with the following features:

- Reportable arrangements include cross-border and purely domestic arrangements, but generic hallmarks linked to the main benefit test are not relevant in case of purely domestic arrangements.

- The main benefit test is only satisfied if the obtaining of a tax advantage, beyond a reasonable doubt, is the main benefit or one of the main benefits which, having regard to all relevant facts and circumstances, a person may reasonably expect to derive from an arrangement.

- Tax advantage is defined as any reduction, elimination or tax deferral, including the use of tax losses or the granting of tax benefits that would not be granted fully or partially, without the use of the mechanism.

- In case any professional privilege or confidentiality clauses apply, the reporting obligations are shifted to the relevant taxpayer; however, in case the relevant taxpayer does not comply with this obligation, the reporting obligation is then shifted again to the intermediary.

The applicable form (*Modelo* 58) to comply with the reporting obligations to the Portuguese Tax Authority was approved by Ministerial Order no. 304/2020, of 29 December.

CLEARING AND SETTLEMENT

To the best of the knowledge of the Bank (having taken all reasonable care to ensure that such is the case), the information in this section concerning Interbolsa is correct as of the date of this Offering Circular. The information set out below is subject to any change in or reinterpretation of the rules, regulations and procedures of Interbolsa currently in effect. Investors wishing to use the facilities of Interbolsa are advised to confirm the continued applicability of the rules, regulations and procedures of Interbolsa. The Issuer, any agent party to the Agency Terms, the Arranger or any of the Dealers will have no responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in the Notes held through the facilities of Interbolsa or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

General

Interbolsa holds security through a centralised system (*sistema centralizado*) composed by interconnected securities accounts, through which such securities (and inherent rights) are held and transferred, and which allows Interbolsa to control at all times the amount of securities so held and transferred. The centralised securities system of Interbolsa provides for all procedures required for the exercise of ownership rights inherent to the Notes.

In relation to each issue of securities, Interbolsa's centralised system comprises, inter alia, (a) the issue account, opened by the Issuer in the centralised system and which reflects the full amount of issued securities; and (b) the control accounts opened by each of the financial intermediaries which participate in Interbolsa's centralised system, and which reflect the securities held by such participant on behalf of its customers in accordance with its individual securities accounts.

Notes will be attributed an International Securities Identification Number code ("**ISIN**") through the codification system of Interbolsa (and if applicable any other relevant financial instrument codes, such as a Classification of Financial Instruments code ("**CFI**") and a Financial Instrument Short Name code ("**FISN**")). Notes will be accepted and registered with Central de Valores Mobiliários, the centralised securities system managed and operated by Interbolsa and settled by Interbolsa's settlement system.

Form of the Notes

The Notes of each Series will be in book entry form and title to the Notes will be evidenced by book entries in accordance with the provisions of the Portuguese Securities Code (*Código dos Valores Mobiliários*) and the applicable CMVM and Interbolsa regulations. No physical document of title will be issued in respect of the Notes.

The Notes of each Series will be registered in the relevant issue account opened by the Issuer with Interbolsa and will be held in control accounts by each Interbolsa Participant (as defined below) on behalf of the holders of the Notes. Such control accounts reflect at all times the aggregate of Notes held in the individual securities accounts opened by the holders of the Notes with each of the Interbolsa Participants. The expression "**Interbolsa Participant**" means any authorised financial intermediary entitled to hold control accounts with Interbolsa on behalf of their customers and includes any depositary banks appointed by Euroclear and Clearstream, Luxembourg for the purpose of holding accounts on behalf of Euroclear and Clearstream, Luxembourg.

Each person shown in the records of an Interbolsa Participant as having an interest in Notes shall be treated as the holder of the principal amount of the Notes recorded therein.

Payment of principal and interest in respect of Notes

Payment of principal and interest in respect of the Notes will be (i) credited, according to the procedures and regulations of Interbolsa, by the Agent (acting on behalf of the Issuer) to the accounts used by the Interbolsa Participants for payments in respect of securities held through Interbolsa and thereafter (ii) credited by such Interbolsa Participants from the aforementioned accounts to the accounts of the owners of those Notes or through Euroclear and Clearstream, Luxembourg to the accounts with Euroclear and Clearstream, Luxembourg of the beneficial owners of those Notes, in accordance with the rules and procedures of Interbolsa, Euroclear or Clearstream, Luxembourg, as the case may be.

Transfer of Notes

Notes 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 Notes. No owner of Notes will be able to transfer such Notes, except in accordance with Portuguese Law and the applicable procedures of Interbolsa.

SUBSCRIPTION AND SALE AND TRANSFER RESTRICTIONS

The Programme Dealers, pursuant to an amended and restated dealer agreement dated 28 May 2025 (as amended, restated or supplemented from time to time, the "**Dealer Agreement**"), have agreed with the Issuer on the terms upon which any one or more of the Programme Dealers may from time to time agree to purchase (as principal, unless the applicable Final Terms states otherwise) Notes. Any such agreement will extend to those matters stated under "*Form of the Notes*"; "*Form of Final Terms*"; and "*Terms and Conditions of the Notes*" above. In the Dealer Agreement, the Issuer has agreed to reimburse the Programme Dealers for certain of their expenses in connection with the establishment and any future update of the Programme and the issue of Notes under the Programme. The Issuer may also agree to issue Notes to Issue Dealers who shall enter into the Dealer Agreement with the Issuer for the purpose only of a particular issue or issues of Notes under the Programme on, and subject to, the terms of the Dealer Agreement. The Dealers are entitled in certain circumstances to be released and discharged from their obligations under the Dealer Agreement prior to the closing of the issue of the Notes, including in the event that certain conditions precedent are not delivered or met to their satisfaction on the Issue Date. In this situation, the issuance of the Notes may not be completed. Investors will have no rights against the Issuer or any Dealer in respect of any expense incurred or loss suffered in these circumstances.

United States

The Notes have not been and will not be registered under the Securities Act, or the securities laws of any state or other jurisdiction of the United States, and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The applicable Final Terms will identify whether TEFRA C rules apply or whether TEFRA is not applicable. If TEFRA C applies, the Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and Treasury regulations promulgated thereunder.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or deliver Notes (a) as part of their distribution at any time or (b) otherwise until 40 days after the completion of the distribution of all Notes of the Tranche of which such Notes are a part of all Notes of the Tranche of which such Notes are a part, within the United States or to, or for the account or benefit of, U.S. persons. Each Dealer has further agreed, and each further Dealer appointed under the Programme will be required to agree, that it will send to each dealer to which it sells any Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Until 40 days after the commencement of the offering of any Series of Notes, an offer or sale of such Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Prohibition of Sales to EEA Retail Investors

Unless the Final Terms in respect of any Notes specifies "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Offering Circular as completed by the Final Terms in relation thereto to any retail investor in the EEA. For the purposes of this provision:

(a) the expression "**retail investor**" means a person who is one (or more) of the following:

(i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or

(ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or

(iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the Prospectus Regulation); and

(b) the expression an "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

If the Final Terms in respect of any Notes specifies "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", in relation to each Member State of the EEA , each Programme Dealer has represented and agreed, and each further Programme Dealer or Issue Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Offering Circular as completed by the final terms in relation thereto to the public in that Member State, except that it may make an offer of such Notes to the public in that Member State:

(a) if the final terms in relation to the Notes specify that an offer of those Notes may be made other than pursuant to Article 1(4) of the Prospectus Regulation in that Member State (a "**Non-exempt Offer**"), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Member State or, where appropriate, approved in another Member State and notified to the competent authority in that Member State, provided that any such prospectus has subsequently been completed by the final terms contemplating such Non-exempt Offer, in accordance with the Prospectus Regulation, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;

(b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;

(c) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

(d) at any time in any other circumstances falling within Articles 1(4) of the Prospectus Regulation,

provided that no such offer of Notes referred to in paragraphs (b) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation, or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an "**offer of Notes to the public**" in relation to any Notes in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes and the expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129, as amended from time to time.

United Kingdom

Prohibition of sales to UK Retail Investors

Unless the Final Terms in respect of any Notes specifies "Prohibition of Sales to UK Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Offering Circular as completed by the Final Terms in relation thereto to any retail investor in the United Kingdom. For the purposes of this provision:

(a) the expression **retail investor** means a person who is one (or more) of the following:

(i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (**EUWA**); or

(ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or

(iii) not a qualified investor as defined in Article 2 of the UK Prospectus Regulation; and

(b) the expression an **offer** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

If the Final Terms in respect of any Notes specifies "Prohibition of Sales to UK Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Offering Circular as completed by the final terms in relation thereto to the public in the United Kingdom except that it may make an offer of such Notes to the public in the United Kingdom:

(a) at any time to any legal entity which is a qualified investor as defined in Article 2 of the UK Prospectus Regulation;

(b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in Article 2 of the UK Prospectus Regulation) in the United Kingdom subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

(c) at any time in any other circumstances falling within section 86 of the FSMA,

provided that no such offer of Notes referred to in (a) to (c) above shall require the Issuer or any Dealer to publish a prospectus pursuant to section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.

For the purposes of this provision:

- the expression **an offer of Notes to the public** in relation to any Notes means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes; and

- the expression **UK Prospectus Regulation** means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.

Other regulatory restrictions

Each Programme Dealer has represented and agreed, and each further Programme Dealer or Issue Dealer appointed under the Programme will be required to represent and agree, that:

(a) in relation to any Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer;

(b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the "**FSMA**")) received by it in connection with the issue of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and

(c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Portugal

Each Programme Dealer has represented and agreed, and each further Programme Dealer or Issue Dealer appointed under the Programme will be required to represent and agree, that the Notes may not be and will not be offered to the public in Portugal under circumstances which are deemed to be a public offer under the Portuguese Securities Code ("*Código dos Valores Mobiliários*") enacted by Decree Law No. 486/99, of 13 November 1999, as amended (or under any legislation which may replace or complement it in this respect from time to time), unless the requirements and provisions applicable to the public offerings in Portugal are met, including without limitation, all registration, filing, approval or recognition procedures with the Portuguese Securities Market Commission ("*Comissão do Mercado de Valores Mobiliários*") (the "**CMVM**") and, if relevant, any other competent authorities. In particular, should the obligation to publish a prospectus under the Prospectus Regulation not be applicable, the offer of new securities may be through a private placement, including, *inter alia*, if directed exclusively to qualified investors ("*investidores qualificados"*) within the meaning of the Prospectus Regulation. In addition, each Programme Dealer has represented and agreed, and each further Programme Dealer or

Issue Dealer appointed under the Programme will be required to represent and agree that, other than in compliance with all applicable provisions of the Portuguese Securities Code (or under any legislation which may replace or complement it in this respect from time to time), the Prospectus Regulation and any applicable CMVM Regulations and all relevant Portuguese securities laws and regulations, in any such case that may be applicable to it in respect of any offer or sale of Notes by it in Portugal or to individuals or entities resident in Portugal or having a permanent establishment located in Portuguese territory, as the case may be including the publication of a base prospectus, when applicable: (a) it has not directly or indirectly taken any action or offered, advertised, marketed, invited to subscribe, gathered investment intentions, sold, re-sold, re-offered or delivered and will not directly or indirectly take any action, offer, advertise, market, invite to subscribe, gather investment intentions, sell, re-sell, re-offer or deliver any Notes in circumstances which could qualify as a public offer ("*oferta pública*") of securities pursuant to the Portuguese Securities Code (or under any legislation which may replace or complement it in this respect from time to time), notably in circumstances which could qualify as a public offer addressed to individuals or entities resident in Portugal or having permanent establishment located in the Portuguese territory, as the case may be; and (b) it has not distributed, made available or caused to be distributed and will not distribute, make available or cause to be distributed the Offering Circular or any other offering material relating to the Notes to the public in Portugal.

France

Each of the Dealers has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it undertakes to comply with applicable French laws and regulations in force regarding the offer, the placement or the sale of the Notes and the distribution in France of the Offering Circular or any other offering material relating to the Notes.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the "**FIEA**"). Each Programme Dealer has agreed, and each further Programme Dealer or Issue Dealer appointed under the Programme will be required to represent and agree, that it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

Republic of Italy

The offering of the Notes has not been registered pursuant to Italian securities legislation and, accordingly, no Notes may be offered, sold or delivered, nor may copies of the Offering Circular or of any other document relating to the Notes be distributed in the Republic of Italy, except:

(A) to qualified investors (*investitori qualificati*), as defined pursuant to Article 2 of Regulation (EU) No. 1129 of 14 June 2017 (the "**Prospectus Regulation**") and any applicable provision of Legislative Decree No. 58 of 24 February 1998, as amended (the "**Financial Services Act**") and Italian CONSOB regulations; or

(B) in other circumstances which are exempted from the rules on public offerings pursuant to Article 1 of the Prospectus Regulation, Article 34-*ter* of CONSOB Regulation No. 11973 of 14 May 1999, as amended from time to time, and the applicable Italian laws.

Any offer, sale or delivery of the Notes or distribution of copies of the Offering Circular or any other document relating to the Notes in the Republic of Italy under (A) or (B) above must be:

(I) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 20307 of 15 February 2018 (as amended from time to time) and Legislative Decree No. 385 of 1 September 1993, as amended (the "Banking Act"); and

(II) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB, the Bank of Italy (including the reporting requirements, where applicable, pursuant to Article 129 of the Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time) and/or any other Italian authority.

Please note that, in accordance with Article 100-bis where no exemption from the rules on public offerings applies under (A) and (B) above, the subsequent distribution of the Notes on the secondary market in Italy must be made in compliance with the public offer and the prospectus requirement rules provided under the Financial Services Act and Regulation No. 11971. Failure to comply with such rules may result in the sale of such Notes being declared null and void and in the liability of the intermediary transferring the financial instruments for any damages suffered by the investors.

Belgium

Other than in respect of Notes for which "Prohibition of Sales to Belgian Consumers" is specified as "Not Applicable" in the applicable Final Terms, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that an offering of Notes may not be advertised to any individual in Belgium qualifying as a consumer within the meaning of Article I.1 of the Belgian Code of Economic Law, as amended from time to time (a **Belgian Consumer**) and that it has not offered, sold or resold, transferred or delivered, and will not offer, sell, resell, transfer or deliver, the Notes, and that it has not distributed, and will not distribute, any prospectus, memorandum, information circular, brochure or any similar documents in relation to the Notes, directly or indirectly, to any Belgian Consumer.

Singapore

Unless the Final Terms in respect of any Notes specifies “Singapore Sales to Institutional Investors and Accredited Investors only” as “Not Applicable”, each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Offering Circular has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Offering Circular or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the **SFA**)) pursuant to Section 274 of the SFA or (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

If the Final Terms in respect of any Notes specifies “Singapore Sales to Institutional Investors and Accredited Investors only” as “Not Applicable”, each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Offering Circular has

not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Offering Circular or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Certain Restrictions applicable to Notes issued in Singapore dollars:

Notes issued in Singapore dollars by a person carrying on a deposit-taking business (whether in Singapore or elsewhere) with a maturity period of less than 12 months and a denomination of less than S$200,000 would be treated as deposits for the purposes of the Banking Act 1970 of Singapore (the "**Singapore Banking Act**"), unless the Notes are issued to certain persons, including either:

(a) an individual whose total net personal assets exceed in value S$2 million (or its equivalent in foreign currency) at the time of subscription, whose financial assets (net of any related liabilities) exceed in value S$1 million (or equivalent in foreign currency) at the time of subscription, or whose income in the 12 months preceding the time of subscription is not less than S$300,000 (or its equivalent in foreign currency); or

(b) a company whose total net assets (as determined by the last audited-balance sheet of the company) exceeds S$10 million (or its equivalent in foreign currency) at the time of subscription.

In determining the value of an individual's total net personal assets for the purposes of paragraph (a) above, the value of the individual's primary residence is taken to be the lower of the following:

(i) the value calculated by deducting any outstanding amounts in respect of any credit facility that is secured by the residence from the estimated fair market value of the residence; and

(ii) S$1 million.

Where any Notes are issued by the Issuer in Singapore dollars and with a denomination of less than S$200,000, then even if the Notes are not deposits, the following information is required to be provided pursuant to Regulation 6 of the Banking Regulations made under the Singapore Banking Act:

(A) (i.e. the head office or branch of the Issuer through which the Notes are issued) (the **Issuing Branch**) is not Singapore;

(B) the Issuing Branch is not regulated or authorised by the Monetary Authority of Singapore; and

(C) repayment under the Notes is not secured by any means.

General

Each Programme Dealer has agreed, and each further Programme Dealer or Issue Dealer appointed under the Programme will be required to agree, that it will (to the best of its knowledge and belief)

comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Offering Circular and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction, in particular **Australia**, **South Africa** and **Canada**, to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer nor any Dealer shall have any responsibility therefor.

Neither the Issuer nor any Dealer represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, in particular **Australia**, **South Africa** and **Canada** or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

GENERAL INFORMATION

Authorisation

The establishment and update of the Programme have been duly authorised by resolutions of the Board of Directors of the Bank dated 3 September 1998, 9 November 1999, 20 November 2000, 7 December 2001, 16 December 2002, 14 November 2003, 12 November 2004, 7 December 2005, 11 September 2006, 2 April 2007, 22 April 2008, 21 April 2009, 19 April 2010, 5 April 2011 and 16 October 2017 and by resolutions of the Executive Committee of the Bank dated 19 June 2012, 2 July 2013, 5 August 2014, 20 October 2015, 13 December 2016, 10 November 2017, 11 September 2018, 8 May 2019, 12 May 2020, 11 May 2021, 10 May 2022, 9 May 2023, 21 May 2024 and 20 May 2025 and the increase in the Programme limit was authorised by resolutions of the Board of Directors of the Bank dated 9 November 1999, 20 November 2000, 7 December 2001, 14 November 2003, 12 November 2004, 7 December 2005, 11 September 2006 and 2 April 2007.

Listing of Notes

The admission of Notes to the Official List will be expressed as a percentage of their nominal amount (excluding accrued interest). It is expected that each Tranche of Notes which is to be admitted to the Official List and to trading on the Euronext Dublin Regulated Market will be admitted separately as and when issued, subject only to the issue of the relevant Note. Application has been made to Euronext Dublin for the Notes issued under the Programme during the period of twelve months from the date of this Offering Circular to be admitted to the Official List and to trading on the Euronext Dublin Regulated Market. The approval of the Programme in respect of the Notes was granted on or about 28 May 2025.

Documents Available

For the period of 12 months, following the date of this Offering Circular, copies of the following documents, save for (a) below, will, when published, be available for inspection at https://ind.millenniumbcp.pt/en/Institucional/investidores/Pages/Inv.aspx:

(a) the constitutional documents (in English) of the Issuer (available at https://ind.millenniumbcp.pt/en/Institucional/governacao/Documents/estatutos_BCP_EN.pdf);

(b) the published audited consolidated financial statements of the Banco Comercial Português Group in English and auditors' report contained in the Bank's Annual Report for the two financial years ended on 31 December 2023 and 31 December 2024;

(c) the most recently available published unaudited interim condensed consolidated balance sheet and interim condensed consolidated income statement of the Bank;

(d) copy of this Offering Circular; and

(e) any future offering circulars, prospectuses, information memoranda, supplements and Final Terms to this Offering Circular and any other documents incorporated herein or therein by reference.

The information mentioned in paragraphs (a) to (c) above represent an accurate translation from their original Portuguese form. In the event of a discrepancy the original Portuguese version will prevail.

Clearing Systems

The Notes will be accepted for clearance through Interbolsa. The appropriate ISIN for each Tranche of Book Entry Notes will be specified in the applicable Final Terms.

The address of Interbolsa is Avenida da Boavista, 3433, 4100-138 Oporto.

Conditions for determining price

The price and amount of Notes to be issued under the Programme will be determined by the Issuer and each relevant Dealer at the time of issue in accordance with prevailing market conditions.

Yield

In relation to any Tranche of Fixed Rate Notes, an indication of the yield in respect of such Notes will be specified in the applicable Final Terms. The yield is calculated at the Issue Date of the Notes on the basis of the relevant Issue Price, using the formula set out below. The yield indicated will be calculated as the yield to maturity as at the Issue Date of the Notes and will not be an indication of future yield.

Where:

"**P**" is the Issue Price of the Notes;

"**C**" is the annualised amount of interest payable;

"**A**" is the principal amount of Notes due on redemption;

"**n**" is time to maturity in years; and

"**r**" is the annualised yield.

Significant or Material Change

There has been no significant change in the financial performance or trading position of the Banco Comercial Português Group or the Issuer since the end of the last financial period for which audited or interim consolidated financial information has been published and, there has been no material adverse change in the prospects of the Bank or Banco Comercial Português Group since the date of its last published audited consolidated financial statements.

Litigation

1. In 2012, the PCA filed an administrative offence proceeding for alleged practices restricting competition (proceedings PRC 2012/9). On 6 March 2013, it carried out measures of search and seizure at the Bank and other credit institutions facilities, where it seized documents relevant to the investigation of an alleged exchange of sensitive commercial information between credit institutions in the national market.

   On 2 June 2015, the Bank was notified of an infringement notice ("NI") adopted by the PCA in the context of the investigation of proceedings PRC 2012/9, accusing it of participating, together with 14 other credit institutions, in an exchange of sensitive commercial information, regarding the offer of credit products in retail banking, namely home loan, consumer loan and corporate loan.

On 9 September 2019, the PCA adopted its final decision in these proceedings, and ordered the Bank to pay a EUR 60 million fine on the grounds that it had participated in a system of sharing confidential information between competitors regarding home loans, consumer loans and corporate loans. BCP disagrees with the decision, which it considers having a set of serious defects, and appealed against it to the Competition Court on 21 October 2019, requesting that it be annulled and that the appeal be given suspensive effect. On 8 May 2020, the appeal was admitted. On 21 December 2020, BCP submitted, and the Competition Court accepted, a bank guarantee issued by the Bank itself to fulfil the requested deposit. By order of 1 March 2021, the Competition Court granted suspensive effect to the judicial objection appeal as to the sentencing decision. By order of 20 March 2021, the Competition Court ordered the lifting of the justice secrecy and informed the appellants that the trial would, in principle, begin in September 2021.

On 28 April 2022, the Competition Court issued a decision on the case No. 225/15.4YUSTR-W, regarding the judicial objection appeal as to the decision of the PCA of September 2019 (PRC/2012/09).

In this extensive ruling, the Competition Court lists the facts given as proven, both in the administrative phase and in the trial, however, at this stage, the Competition Court has not yet concluded that the facts have been proven are legally based, nor, consequently, that fines should be imposed, and the Competition Court has instead chosen to make a reference for a preliminary ruling to the CJEU to answer two questions referred for a preliminary ruling, requesting that this reference follow further terms in the form of an expedited procedure in view of the limitation risk. It should be noted that the CJEU is not responsible for judging the case, but only for interpreting the rules of Community law by answering in abstract to the questions referred to it by the national court.

The CJEU rejected the Competition Court's request for an expedited procedure and for priority to be given in the examination of this proceedings.

On 29 July 2024, the CJEU delivered its judicial ruling in which it gave the following interpretation on the questions referred by the Competition Court:

"*Article 101(1), TFEU to be interpreted as meaning that a comprehensive reciprocal and monthly exchange of information between competing credit institutions, carried out on highly concentrated markets with high barriers to entry, and which regards the conditions applicable to transactions carried out on those markets, in particular spreads and risk variables, current and future ones, as well as the individualised production values of the participants in that exchange, to the extent that, at least, those spreads thus exchanged are those that those institutions intend to apply in the future, must be qualified as a restriction of competition by object.*"

After the judicial Ruling, the proceedings returned to the Competition Court, which issued an order on 30 July 2024 notifying the Bank (i) of the appointment of 18 September 2024 for oral arguments, of an optional nature, limited to the content of the CJEU Ruling; and (ii) the designation of 20 September 2024 for the reading of the Ruling, in the part relating to the Law and the section.

On 20 September 2024, the Competition Court issued its Final Ruling in which it deemed that an offence by object committed by the Appellants BPN/BIC, BBVA, BPI, BCP, BES, Popular/Santander, Santander, Barclays, Caixa Agrícola, Montepio, CGD and UCI, embodied in an exchange of sensitive information between competitors, was verified in the case files.

In its Ruling, the Competition Court confirmed the EUR 60 million fine imposed by the PCA on the Bank.

On 14 October 2024, the Bank filed its appeal with the Lisbon Court of Appeal (TRL), which, by decision issued on 10 February 2025 by its Intellectual Property, Competition and Supervision Section, decided, by majority, to declare the pending administrative offence proceedings against the Defendant companies in relation to the practice of the aforementioned administrative offence to be barred and ordered the timely filing of the case.

In summary, the TRL considered that the facts occurred between 2002 and March 2013, applying the 2012 Competition Law, which provides for the maximum limitation period for administrative offence proceedings of 10 years and 6 months, and not applying the 2022 Competition Law, which provides for a longer period of suspension of the limitation period for administrative offence proceedings (either because the legislator so determined, or because it is more unfavourable than the 2012 Competition Law).

Moreover, the reference for a preliminary ruling (made by the TCRS to the CJEU) does not suspend (autonomously) the limitation period.

The TRL also considered that the limitation occurred on 1 September 2023 or, at the limit, applied to the so-called Covid-19 laws, on 11 February 2024.

The Public Prosecutor's Office appealed against this decision to the Lisbon Court of Appeal and the PCA appealed to the Constitutional Court.

At this time, The Lisbon Court of Appeal rejected the nullities invoked by the Public Prosecutor's Office in relation to the decreed prescriptions. The case now goes to the Constitutional Court, which will have to rule on the appeal filed by the PCA, but its admission by the TC has not yet been decided.

1-A In relation to this administrative offence proceeding of the PCA PRC/2012/09, and in view of the alleged damage caused by the targeted and defendant Banks to bank customers, resulting from the alleged sharing of confidential information between the Banks relating to home loan, consumer loan and corporate loan, three declaratory popular actions of conviction were filed against the Bank and several other banking institutions.

These proposed popular actions aim to compensate consumers and companies affected by alleged harm caused by the alleged anti-competitive practice. Actions vary depending on the group of consumers and companies represented and the damages calculated.

It should be noted that the decision issued by the Lisbon Court of Appeal on 10 February 2025, which decided to declare the administrative offence proceedings PRC/2012/09 barred, does not extinguish these popular actions, which will now fully continue as "stand alone", not taking advantage of the presumption of evidence produced in this case.

1-A.1 On 11 March 2024, BCP, along with 8 banking institutions, was summoned, to plead a "*popular declaratory action of conviction in the form of a common proceeding aimed at the protection of competition, consumer rights, and diverse and/or collective interests associated with the consumption of goods and services*", an action brought by Ius Omnibus Association, which is

under no. 2/24.1YQSRT in the Competition, Regulation and Supervision Court, entirely based on the alleged competition offence in home and consumer loan transactions declared in the PCA's Ruling of 9 September 2019 (PRC/2012/09), a ruling that was subject to a judicial objection appeal by BCP, an objection that has not yet been definitively judged.

In this case, the plaintiff makes the following main claims:

To be declared that, from May 2002 to March 2013, the Defendants violated, in a single and continuous practice, article 101(2) of the TFEU and (subsequently) article 2 of Decree-Law no. 371/393 and article 4 of Law no. 18/2003, by exchanging strategic, non-public, current and future information, with its competitors, in a disaggregated, individualised and regular manner, namely, on their respective offers of home loan and consumer loan;

To be declared that this Defendants' practice has caused damage to the diverse or collective protection interests of the consumption of goods and services and of competition, and to the individual homogeneous interests of the consumers represented;

Alternatively to section 2, to be declared that the Defendants' practice has led to their unjust enrichment at the expense of the impoverishment of all the consumers represented;

Based on civil liability, or, alternatively, by restitution of the undue, the Defendants be sentenced to compensate/return in full all the consumers represented in this lawsuit for the damage suffered/overprice paid as a result of the anti-competitive practices in question in the amount resulting from the sum of several factors.

To be declared the nullity of the clause(s) that fix the spread rate in home loan agreements and consumer loan agreements entered into by consumers represented during the relevant period, the aforementioned clause(s) being consequently reduced in the part corresponding to the unlawful overprice, in agreements whose validity exceeds the date of the final judgment, and in which the Defendants are lenders, because they were entered into by them or by subsequent termination of the contractual position.

As the deadline for the pleading is running, the Bank was notified on 9 May 2024 that an order had been issued ordering the suspension of the proceedings until the final judgment to be rendered in proceeding no. 225/15.4YUSTR-W (the judicial objection appeal of the administrative offence proceeding PRC/2012/09), before this Competition, Regulation and Supervision Court.

1-A.2 On 8 April 2024, BCP, along with 9 banking institutions, was summoned to oppose another case brought by Ius Omnibus Association against the banks, under no. 6/24.4YQSTR, also related to the aforementioned Ruling of the PCA of 9 September 2019 (PRC/2012/09), this case being related to the corporate credit segment.

In this case, the plaintiff makes the following main claims:

To be declared that from May 2002 to March 2013, the Defendants violated, in a single and continuous practice, article 101 of the TFEU and (successively) article 2 of Decree-Law No. 371/393 and article 4 of Law No. 18/2003, by exchanging strategic, non-public, current and future information with their competitors, in a disaggregated, individualised, and regular manner, namely, on their respective credit offers to companies;

To be declared that the Defendants' practice has caused damage to the diverse or collective protection interests of the consumption of goods and services and of competition, and to the individual homogeneous interests of the consumers represented;

Based on civil liability, or, alternatively, by restitution of the undue, the Defendants be sentenced to compensate/return in full all the consumers represented in this lawsuit for the damage suffered/overprice paid as a result of the anti-competitive practices in question, associated with the credits to the companies entered into between the Defendants and companies in Portugal, in the period from May 2005 to September 2012, with regard to the overprice that was passed on by the companies to the represented consumers, and charged directly by the Defendants, in a global amount to be fixed and determined considering several factors.

On 18 November 2024, the Bank filed its opposition with the Competition, Regulation and Supervision Court.

1-A.3 On 24 April 2024, BCP, along with 9 banking institutions, was summoned to oppose an action brought by Association of Portuguese Micro, Small and Medium Enterprises (AMPEMEP) against the banks, under no. 10/24.2YQSRT, also related to the aforementioned PCA Decision of 9 September 2019 (PRC/2012/09), this case also being related to the corporate credit segment.

In this case, the plaintiff makes the following main claims:

- To be declared that from May 2002 to March 2013, the defendants' violated, in a single and continuous practice, article 101 of the TFEU and (successively) article 2 of Decree-Law No. 371/393 and article 4 of Law No. 18/2003, by exchanging strategic, non-public, current and future information with their competitors, in a disaggregated, individualised, and regular manner, namely, on their respective credit offers to companies;
- To be declared that this defendants' practice has caused damage to the diverse or collective protection interests of the consumption of goods and services and of competition, and to the individual homogeneous interests of the consumers represented;
- Based on civil liability, or, alternatively, by restitution of the undue, the defendants' be sentenced to compensate/return in full all the consumers represented in this lawsuit for the damage suffered/overprice paid as a result of the anti-competitive practices in question, associated with the credits to the companies entered into between the Defendants and companies in Portugal, in the period from May 2005 to September 2012, with regard to the overprice that was passed on by the companies to the represented consumers, and charged directly by the Defendants, in a global amount to be fixed and determined considering several factors.

On 17 December 2024, the Bank filed its opposition with the Competition, Regulation and Supervision Court.

In view of the similarity of the object and parts of these 3 popular actions, the possibility of joining them was raised, and BCP was notified, in the context of proceeding no. 6/24.4YQSTR (point 1-A.2.above) to rule on the joinder to this action of proceeding no. 10/24.2YQSTR (point 1-A.3.above).

The Bank has already ruled on this issue, requesting the opposite, that is, that proceeding no. 6/24.4YQSTR be joined to proceeding no. 10/24.2YQSTR instead, requesting that the logical precedence relationship between this proceeding and that one be declared, and that the Judge in charge of proceeding no. 10/24.2YQSTR be granted the decision to join proceeding no. 6/24.4YQSTR.

The Bank has already been notified of the Court's Order of 8 August 2025, in the context of proceedings no. 6/24.4YQSTR, in which the Court determined that proceedings no. 10/24.2YQSTR be joined to this one.

2. The Bank Millennium in Poland is a party to the group proceedings (class action) subject matter of which is to determine the Bank's liability towards the group members based on unjust enrichment (undue benefit) ground in connection with the foreign currency mortgage loans concluded. It is not a payment dispute. The judgment in these proceedings will not directly grant any amounts to the group members. The number of credit agreements covered by these proceedings is 1740. The court issued a judgment on the merits, dismissing the claim in full. Both parties requested a written justification of the judgment. On 13 December 2022 the claimant filed on appeal against the judgment of 24 May 2022. On 11 August 2023, the Bank. has filed a response to the appeal. On 20 November 2023, the plaintiff filed a request for injunctive relief against the Bank. In a decision of 27 December 2023, the request for granting interim measures was dismissed. An appeal hearing was held on 25 June 2024. At the hearing, the Bank submitted a letter on the subject of changing the composition of the group, and the Court then invited the plaintiff to submit written comments on the Bank's letter and adjourned the hearing without a date. The parties are currently exchanging letters on the subject of changing the composition of the group. The date of the hearing will be set by the court ex officio. On 31 January 2025, the court issued a decision to exclude the group members who had entered into a settlement agreement.

3. On 3 December 2015, a class action was served on Bank Millennium by a group of the Bank Millennium's debtors (454 borrowers party to 275 loan agreements). The plaintiffs demanded payment in the total amount of PLN 3.5 million, claiming that the clauses of the agreements, pertaining to the low down payment insurance are unfair and thus not binding. The plaintiffs extended the group in the court letter filed on 4 April 2018, therefore the claims increased from PLN 3.5 million to over PLN 5 million. On 1 October 2018, the group's representative corrected the total amount of claims pursued in the proceedings and submitted a revised list of all group members, covering the total of 697 borrowers in 432 loan agreements. The value of the dispute, as updated by the claimant, is PLN 7,371,107.94. By resolution on 1 April 2020, the court established the composition of the group as per request by the plaintiffs and decided to take witness evidence in writing and called on the parties to submit questions to the witnesses. The Bank submitted a pleading with questions to witnesses in July 2020, after which the court began a period of collecting written testimony from witnesses. On 18 October 2024. The court adjourned the hearing without indicating a new date. The bank assesses that the prognosis regarding the chances of winning the case are positive.

   As of 31 March 2025, there were also 76 individual court cases regarding LTV insurance (cases in which only a claim for the reimbursement of the commission or LTV insurance fee is presented).

4. As at 31 December 2023, in the group of the court cases where the Group's companies were defendant, was a lawsuit brought up by a shareholder of PCZ S.A. in bankruptcy (PHM, then European Foundation for Polish-Belgian Cooperation (EFWP-B) currently named The European Foundation for Polish-Kenyan Cooperation) against Bank Millennium S.A., worth of the dispute PLN 521.9 million with statutory interest from 5 April 2016 until the day of payment. The plaintiff filed the suit dated 23 October 2015 to the Regional Court in Warsaw; the suit was served to the Bank on 4 April 2016. According to the plaintiff, the basis for the claim is damage to their assets, due to the actions taken by the Bank and consisting in the wrong interpretation of the Agreement for working capital loan concluded between the Bank and PCZ S.A., which resulted in placing the loan on demand.

   The Bank requested complete dismissal of the claim, stating disagreement with the charges raised in the claim. Supporting the position of the Bank, the Bank's attorney submitted a binding copy of final verdict of Appeal Court in Wrocław favourable to the Bank, issued in the same legal state in the action brought by PCZ SA against the Bank. On 10 May 2023, the first instance Court announced a verdict dismissing the claim in its entirety. The verdict was appealed by the plaintiff and the date of its hearing has not yet been set.

5. On 3 January 2018, Bank Millennium in Poland was notified of a decision of the Chairman of the Office for Protection of Competition and Consumers ("**OPCC Chairman**" and the "**OPCC**"), in which the OPCC Chairman found infringement by Bank Millennium of the rights of consumers. In the opinion of the OPCC Chairman, the essence of the violation is that the Bank informed consumers (regarding 78 agreements), in response to their complaint, that the court verdict stating the abusiveness of the provisions of the loan agreement regarding exchange rates did not apply to them. According to the position of the OPCC Chairman, the abusiveness of contract's clauses determined by the court in the course of abstract control is constitutive and effective for every contract from the beginning. As a result of the decision, the Bank was forced to: (a) send information on the OPCC's decision to the said 78 clients; (b) post the information on the decision and the decision itself on the website and on twitter; and (c) to pay a fine amounting to PLN 20.7 million. Bank Millennium lodged an appeal within the statutory time limit.

   On 7 January 2020, the first instance court dismissed Bank Millennium's appeal in its entirety. Bank Millennium appealed against the judgment within the statutory deadline. The court presented the view that the judgment issued in the course of the control of a contractual template (in the course of an abstract control), recognising the provisions of the template as abusive, determines the abusiveness of similar provisions in previously concluded contracts. Therefore, the information provided to consumers was incorrect and misleading. As regards the penalty imposed by OPCC, the court pointed out that the policy of imposing penalties by OPCC had changed in the direction of tightening penalties and that the court agrees with this direction.

   In Bank Millennium's assessment, the Court should not assess its behaviour in 2015 from the perspective of today's case-law views on the importance of abstract control (it was not until January 2016 that the Supreme Court's resolution supporting the view of the OPCC Chairman was published), nor should it impose penalties for these behaviours using current policy. The above constitutes a significant argument against the validity of the judgment and supports the appeal which the Bank submitted to the Court of Appeal.

The Court of Appeal, in its judgment of 24 February 2022, completely revoked the decision of the OPCC Chairman. On 31 August 2022, the OPCC Chairman lodged a cassation appeal to the Supreme Court. On 3 July 2024, the Supreme Court issued a decision to accept the cassation appeal for consideration. Bank Millennium believes that the prognosis regarding the litigation chances of winning the case before the Supreme Court is positive.

6. On 22 September 2020, the Bank received decision of the Chairman of the Office for Protection of Competition and Consumers recognising clauses stipulating principles of currency exchange applied in the so-called anti-spread annex as abusive and prohibited the use thereof. Penalty was imposed upon the Bank in the amount of PLN 10.5 million. Penalty amount takes account of two mitigating circumstances: cooperation with the Office for Protection of Competition and Consumers and discontinuation of the use of provisions in question.

   The Bank was also requested, after the decision becomes final and binding, to inform consumers, by registered mail, to the effect that the said clauses were deemed to be abusive and therefore not binding upon them (without need to obtain court's decision confirming this circumstance) and publish the decision in the case on the Bank's website.

   In the decision justification delivered in writing the OPCC Chairman stated that FX rates determined by the Bank were determined at Bank's discretion (on the basis of a concept, not specified in any regulations, of average inter-bank market rate). Moreover, client had no precise knowledge on where to look for said rates since provision referred to Reuters, without precisely defining the relevant website.

   Provisions relating to FX rates in Bank's tables were challenged since the Bank failed to define when and how many times a day these tables were prepared and published.

   In justification of the decision, the OPCC Chairman also indicated that in the course of the proceeding, Bank Millennium presented various proposed solutions, which the OPCC Chairman deemed to be insufficient.

   The decision is not final and binding. The Bank appealed against said decision within statutory term.

   On 31 March 2022, the first instance court revoked the entire decision of the OPCC Chairman. On 23 May 2022, the OPCC Chairman filed an appeal. On 26 October 2022, the Court of Appeal changed the judgment of the court of first instance and shared the position of the OPCC Chairman as to the abusiveness of the provisions regarding the determination of exchange rates in the annexes concluded with foreign currency borrowers. On 21 November 2022, the Court of Appeals, at the request of the Bank, suspended the execution of the judgment until the end of the cassation proceedings. On 30 January 2023 the Bank filed a cassation appeal to the Supreme Court. By decision of 20 March 2024, the cassation appeal was accepted for consideration. The date of the meeting has not yet been set. The bank created a provision in an amount equal to the penalty imposed.

7. On 1 October 2015, a set of entities connected to a group with debts in default to BCP amounting to EUR 170 million, resulting from a loan agreement signed in 2009 - debts already fully

provisioned in the Bank's accounts -, filed against BCP, after receiving the Bank's notice for mandatory payment, a lawsuit requesting that:

a) the court declares that two of the defendants are mere fiduciary owners of 340,265,616 BCP shares, since they acted pursuant to a request made by the Bank for the making of the respective purchases, and also that the court orders the cancellation of the registration of those shares in the name of those companies;
b) the court declares the nullity of the financing agreement established between the plaintiffs and the Bank, due to relative simulation;
c) the court sentences the Bank, in accordance with the legal regime of the mandate without representation, to become liable for the amounts due to the institution, abstaining from requesting those amounts to the plaintiffs and to refund them the cost they incurred while complying with that mandate, namely, EUR 90,483,816.83 regarding Banco Espírito Santo, S.A. (BES) and EUR 52,021,558.11 regarding Caixa Geral de Depósitos, S.A. (CGD), plus default interests;
d) the amount of the lawsuit determined by the plaintiffs is EUR 317,200,644.90;
e) the Bank opposed and presented a counter claim, wherein it requests the conviction, namely, of a plaintiff company in the amount of EUR 185,169,149.23 for the loans granted, plus default interests and stamp tax.

The court issued a curative act and already ascertained the factual basis that are proven and that must be proven.

The expertise was carried out and the expert report submitted.

In November 2022 the Bank complained about the Experts' Report: (i) they considered documents that the Court had ordered to be removed from the proceedings, which had not been done due to the Court's inertia, (ii) they considered written notes on documents, that may have been written by the entities that initiated the process, and (iii) they did not consider much information that was contained in the statements, and (iv) they made errors in the calculation of interest and the amount of financing granted. In view of the experts' new reply, BCP claimed all the expertise, in March 2023. For the Court's final decision, BCP added, in June 2024, a set of documents supporting its position.

Auditors

The current Statutory Auditor and External Auditor of the Bank is KPMG & Associados, Sociedade de Revisores Oficiais de Contas, S.A. ("**KPMG**") (which is a member of the Portuguese Institute of Statutory Auditors ("*Ordem dos Revisores Oficiais de Contas*"), with registered office at Avenida Fontes Pereira de Melo, Building FPM41, no. 41, 15th floor, 1069-006 Lisbon, Portugal, which was elected for the first time at the General Meeting of Shareholders held on 22 May 2024, for the four-year term of office 2024/2027. The consolidated financial statements of the BCP Group for the financial year ended 31 December 2024 were prepared in accordance with IFRS as adopted by the European Union and were audited by KPMG.

The consolidated financial statements of the BCP Group for the financial year ended 31 December 2023 were prepared in accordance with IFRS as adopted by the European Union and were audited by the former Statutory Auditor and External Auditor of the Bank, Deloitte & Associados, SROC, S.A., independent certified public accountants and members of the Portuguese Institute of Statutory Auditors (*Ordem dos Revisores Oficiais de Contas*). Deloitte & Associados SROC, S.A. was effectively represented by its partner João Carlos Henriques Gomes Ferreira, ROC n.º 1129, who replaced on 21

July 2022, Paulo Alexandre de Sá Fernandes, ROC n.º 1456, because he reached the maximum duration of the limit for the exercise of functions, and alternatively by Jorge Carlos Batalha Duarte Catulo, ROC No. 992.

Deloitte & Associados SROC, S.A. was elected for the first time on 21 April of 2016 and its term of office ended on 22 May 2024.

All financial information in this Offering Circular relating to the Bank for the years ended on 31 December 2023 and 31 December 2024 has been extracted without material adjustment from the audited consolidated financial statements of the Bank for the financial years then ended and all financial information in this Offering Circular relating to the Bank for the three month period ended 31 March 2025 has been extracted from the unaudited and un-reviewed earnings press release and earnings presentation of the BCP Group for the three month period ended 31 March 2025.

Credit Ratings[32]

1. In accordance with Moody's ratings definitions available as at the date of this Offering Circular on https://www.moodys.com/ratings-process/Ratings-Definitions/002002, a long-term rating of (i) "Baa" indicates obligations that are subject to moderate credit risk and are considered medium-grade and as such may possess speculative characteristics; and (ii) "Ba" indicates obligations that are judged to have speculative elements and are subject to substantial credit risk.

2. In accordance with S&P's ratings definitions available as at the date of this Offering Circular on https://www.standardandpoors.com/en_US/web/guest/article/-/view/sourceId/504352, a long-term rating of (i) "BBB" indicates an obligation that exhibits adequate protection parameters, however, adverse economic conditions or changing circumstances are more likely to weaken the obligor's capacity to meet its financial commitments on the obligation; and (ii) "BB" indicates an obligation having significant speculative characteristics. While such obligations will likely have some quality and protective characteristics, these may be outweighed by large uncertainties or major exposure to adverse conditions.

3. In accordance with Fitch's ratings definitions available as at the date of this Offering Circular on https://www.fitchratings.com/site/definitions, a long-term rating of "BBB" indicates that expectations of default risk are currently low. The capacity for payment of financial commitments is considered adequate, but adverse business or economic conditions are more likely to impair this capacity. In accordance with such Fitch ratings definitions, a short-term rating of "F2" indicates that the intrinsic capacity for timely payment of financial commitments is good.

4. In accordance with Morningstar DBRS's ratings definitions available as at the date of this Offering Circular on https://www.dbrsmorningstar.com/media/00000000069.pdf, a long-term rating of (i) "BBB" indicates adequate credit quality, the capacity for the payment of financial obligations is considered acceptable, may be vulnerable to future events; and (ii) "BB" indicates a speculative, non-investment-grade credit quality, the capacity for the payment of financial obligations is uncertain and vulnerable to future events.

Dealers transacting with the Issuer

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in financing, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer and its affiliates in the ordinary course of business. They have received, or may in the future receive, customary fees, commissions, reimbursements of expenses and indemnification for these transactions. Certain of the Dealers and their affiliates may have positions, deal or make markets in the

[32] Each Credit Rating Agency appends modifiers to each generic rating classification.

Notes issued under the Programme, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Issuer or its affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities. They have received, or may in the future receive, customary fees and commissions for these transactions. In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or its affiliates. The Dealers and/or their affiliates may receive allocations of the Notes (subject to customary closing conditions), which could affect future trading of the Notes. Certain of the Dealers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer in a way consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments. For the purposes of this paragraph, the term "**affiliates**" includes parent companies.

Third party information

Information sourced from Banco de Portugal, Portuguese Banking Association (*Associação Portuguesa de Bancos*), Portugal's National Statistics Institute (*Instituto Nacional de Estatística*), the National Bank of Poland, the Bank of Mozambique, the Bank of Angola and from other sources mentioned in this Offering Circular has been accurately reproduced and, so far as the Issuer is aware and is able to ascertain from information published by such entities, no facts have been omitted which would render the reproduced information inaccurate or misleading.

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