

**Canais Remotos: Millennium bim Internet Banking Empresas – Adhesion Agreement**

**Type of Contract:**  1<sup>st</sup> Contract  Replacement

|               |  |             |                          |
|---------------|--|-------------|--------------------------|
| <b>Branch</b> |  | <b>Date</b> | <b>Demand Account N°</b> |
|---------------|--|-------------|--------------------------|

|   |      |                    |           |
|---|------|--------------------|-----------|
| <b>Customer Information</b>               |      |                    |           |
| Name of the Partnership:                  |      | VAT N°.            |           |
| Registered at the Commercial Registry of: |      | With n°            |           |
| Share Capital:                            |      | MZN                |           |
| Head Office: Ave/Street:                  | N°.  | Locality/District: | Province: |
| Contact: Telephone:                       | Fax: | Mobile Phone:      | E-mail:   |

| <b>Millennium bim Internet Banking Stakeholders</b> |            |  |
|---|------------|--|
|   | Full Name: | Identification Document Type and Number (ID/PASSPORT/DIRE N°.) |
| 1.  |            |  |
| 2.  |            |  |
| 3.  |            |  |
| 4.  |            |  |
| 5.  |            |  |

| <b>Investment Managers</b>   |           |   |
|--|-----------|---|
| (Users entitled to take control of investment utilization, with exclusive rights for functions as follows: Maintenance of operations authorization rules, alteration of the users' profile (access to the accounts and services that they are allowed to) and checking of operations performed by all the stakeholders). |           |   |
|  | Full Name | Type of Identification Document and Number (ID/PASSPORT/DIRE N°.) |
| 1.   |           |   |
| 2.   |           |   |
| 3.   |           |   |

We declare that we have been informed about the general conditions for Millennium bim Internet Banking Empresas services utilization set on the pages 2, 3, 4 and 5 hereunder, which we accept and subscribe.

|   |
|---|
| <b>Company's Representatives signatures (validated with stamp, whenever possible)</b> |
|   |

Note: Access to the services will be available through Internet. In case you need another access, you may contact your Service Provider

|                               |   |
|-------------------------------|---|
| <b>Millennium bim</b>         |   |
| Account branch domiciliation: | Multichannel Code (CIF):                                  |
| Clerk's signature:            | Stakeholder: <span style="float: right;">Date: / /</span> |

## General Conditions For Millennium bim Internet Banking Empresas Utilization

1. By this contract, the BIM – Banco Internacional de Moçambique, SA hereinafter called Millennium bim, makes available the access to certain services and banking operations to the Customer who might subscribe the Adhesion Agreement, through the site [www.millenniumbim.co.mz](http://www.millenniumbim.co.mz), as well as the facility to contract products or services also offered in the site by third parties. Thus, through utilization of IT equipment and appropriate communication, the individual persons appointed by the Customer, hereinafter called the Users, will accede the Bank through the site for enterprises [www.millenniumbim.co.mz](http://www.millenniumbim.co.mz) and perform a set of operations, namely, checking the statements and movement of accounts according to assignment defined by the Customer. It is exclusively up to the Customer to define the Users' profile who may either be the employees of the Customer or not, as well as their selection, nomination and cancellation. The Customer expressly recognizes and accepts that utilization (by the users) of the available banking services as well as the hiring of operations with the Bank (by the users) under clauses set in this agreement, in any case and for all legal concerns will be deemed as an action taken on behalf and for the account of the Customer, the unique counter-part of the Bank under this agreement. In case the Customer has assets or liabilities such as Demand Accounts domiciled in organizations associated to the Millennium bim, by joining this General Conditions they expressly authorize the Millennium bim to provide them with their financial statement and liabilities associated with Demand Accounts or contracts that it wants to visualize, being possible, at any time, to make transactions set in this site, and he/she authorizes the Millennium bim to take notice of them and inform the financial institutions where its assets and liabilities are allotted.
2. The operations performed through the site for enterprises [www.millenniumbim.co.mz](http://www.millenniumbim.co.mz) are subject to the present General Conditions according to the annexed models as well as to the Millennium bim, current pricelist, applicable legislation, and general banking uses.
3. By filling in and subscribing this Contract and its Annexes – Rules for Authorization of the Users Operations and Profile – and eventual Addenda that form integral part thereof, the Customer will indicate the number and type of digital signatures required to authorize the operations as well as the grades of the amounts and yet, will define the profile to which the user has access in terms of services/functions, type of digital signature and accounts to be visualized/traded.

### Equipment and Communication

4. The Customer should possess IT equipment and appropriate communication characteristics to accede the Bank through the site for enterprises [www.millennium.co.mz](http://www.millennium.co.mz), being up to the Customer to assure security, maintenance and introduction of changes deemed necessary to accede the Millennium bim, according to innovations and technological alterations that may be introduced.

### Access and Utilization of the Services

5. The regular access to the Millennium bim is made through utilization of a user's code, a password, and by a digital certificate for any transactions that involve any alteration of the customers financial asset, or by any other form or alternative means with equivalent conditions of security, that the Millennium bim may make available. The user's code, password and digital certificate are exclusively intended for the Users and will just permit performance of operations quoted in the Contract (Annexes and eventual Addenda).
6. Definition of a password is requested at the moment of the Users census, a code is given to the user and, in case the User can perform operations, a digital certificate download is given. The User may change the password and should do it regularly.
7. It is up to the Customer to define the Users' scope of capacity.
8. For transfers and other operations that require mobilization of funds, the Customer may personalize rules for authorization of operations through combination of types of the digital signature (A, B or C) with a maximum of 3 combinations. All operations that imply mobilization of funds will just be carried out if the requirements are complied with in terms of amounts and combinations of digital signatures defined by the Customer.
9. In the most, the Customer may entitle three Users to take charge of the services, this is to say, assigning them as managers exclusively to modify the rules for operations authorization, change the Users profile (account and services for which they have got access to). The manager is not allowed to change his/her own profile as well as the other managers' profiles. In that case it is necessary to arrange another adhesion to the service.
10. Changes to operation authorization rules and to the users profile made by the Service Managers become effective after the Millennium bim receives the portfolio of adhesion, properly signed by the Customer and accepted by the Millennium bim.
11. The Customer may include more Users, arranging their adhesion and forwarding the Annex – the Users' profile appropriately filled in - to the Millennium bim. Validation is necessary through the service managers' digital signature in case of managers with capacity to make consultations and prepare operations, or other situations that the Millennium bim may communicate.
12. All changes to the present Contract should be formalized by supplementary documentation in writing, unless exceptions explicitly established and otherwise, become communicated, according to the development of the service. In case there are many documents attached to the Contract, the recently subscribed documents will be considered as valid, thus replacing, for all legal and contracting concerns, the annexes subscribed with previous dates, in regard to services and conditions thereof.
13. The customer accepts utilization of the site [www.millenniumbim.co.mz](http://www.millenniumbim.co.mz) as a communication channel for all contracted services or to be contracted with the Millennium bim. This clause does not waiver entering specific contract for providing services that may be required by the Millennium bim.
14. For security concern, the User will be hindered to accede the Millennium bim through this service in case there are three consecutive failures when using his/her password. Reactivation of the access may be obtained by a new adhesion where the Customer shall request reactivation of the password for the User.

### Operating Rules and Security

15. The orders and instructions received by the Millennium bim from the Customer through the site for enterprises [www.millenniumbim.co.mz](http://www.millenniumbim.co.mz), when properly validated as defined hereunder, will bear full legal effects, and the Millennium bim will be irrevocably legitimated to execute the record of debits and credits thereof, taking into account that the Millennium bim acts in fulfillment of orders and instructions given by the Customer. However, the Millennium bim may reserve acceptance of instructions through a prior confirmation by any other means deemed convenient.
16. The orders transmitted and authorized by the Customer will be executed in accordance with the conditions and levels of services applicable to the type of the requested product/service that are in effect.
17. The Millennium bim may forbear to execute orders transmitted by the Customer, if they are not in accordance with applicable legal principles or if they collide with banking customs, when the account to be used has no enough funds for the desired operation, or, when no clause set in the Contract hereunder is complied with (Annexes and occasional Addenda), namely, in virtue of some irregularities in the process of transmission and/or authorization of the order in question and if they are not properly cleared up in 72 hour time.
18. The Customer and the Millennium bim agree that the computer processing operations carried out in accordance with the Contract hereunder (Annexes and occasional Addenda), which may be visualized at the terminal and/or printed in hard copy, is a reasonable proof certifying that the operations have been delivered by the Customer. In the same way, the Customer expressly accepts that the statements of accounts and trial balances be forwarded to them electronically, being such information visualized at the terminal and/or printed in hard copy.
19. Once the orders are authorized and forwarded to the Millennium bim, no change or cancellation is allowed through the site for enterprises [www.millenniumbim.co.mz](http://www.millenniumbim.co.mz).
20. The orders given on not business days will be considered as having been instructed on the first following working day. When processing the orders, it is necessary to take into account the time limit so that the products and services are provided on the day the Millennium bim has scheduled them to.
21. The Millennium bim undertakes to update the information it makes available. However, the accounting records regarding this information will be kept on.
22. The function "E-Mail" does not oblige the Bank to execute orders and should not be used to send orders, unless there is an express agreement for such purpose.

### Damages and Irregularities

23. The Millennium bim reserves itself to the right to suspend: I) connection of the Customer with the Millennium bim through the site for enterprises [www.millenniumbim.co.mz](http://www.millenniumbim.co.mz) ii) the availability of the services and operations, whenever signs of irregularities are detected or whenever such needs assistance, maintenance, repairing, security, improvements and internal data processing.
24. The Millennium bim is not responsible for prejudices that may direct or indirectly bring interferences side effects to the Customer, interruptions, disconnections, or other reasons caused by breakdowns, overloads, line charges, or any other event out of control of the Millennium bim. In the same way, the Millennium bim does not interfere in the affairs of the Customer with other providers of products and services in the site [www.millenniumbim.co.mz](http://www.millenniumbim.co.mz), even if such products and services are obtained by the Customer through resource of the services or operations made available by the Millennium bim.

### Secret and Confidentiality

25. The parties accept a legal matching of the set formed by the user's code, digital certificate and the Users' passwords to their own hand written signatures. They also agree that this condition also binds the relationship between the Customer and the third-party providers through the site for enterprises [www.millenniumbim.co.mz](http://www.millenniumbim.co.mz). Furthermore, the Millennium bim enters this agreement on their behalf to accept the clause hereunder, for their benefit.
26. The Customer undertakes to keep secret of the user's codes, digital certificate and passwords, as well as to take care of their good use, and is entirely responsible for all consequences arising from its utilization. In the same way, the Customer undertakes to require the Users to make sure they comply with the obligations set in this clause.

### Access Blockade

27. In case of loss, robbery, or copy of access keys to the User's code, password, digital certificate, or any situation that may indict that unauthorized third parties have acceded the service, as well as whenever the Customer notes that the record in the account of any unauthorized transaction or existence of errors or irregularities when performing the operations, he/she should immediately notify the case to the Millennium bim by the most appropriate means, and confirm in writing, within a period no longer than 72 hour time (4 days).
28. If the event affects the passwords, the Customer should change them immediately. By any reason, in case the Customer is not able to modify them, he should request the Millennium bim to cancel the passwords and arrange a new adhesion of the Users whose passwords might be cancelled.
29. At any moment, the Customer may instruct the Millennium bim to block access to certain Users. Once the instruction is given by telephone, the Millennium bim will immediately suspend the User, and the cancellation will just be done when the written notification is receive from the Customer.
30. The Millennium bim will block the access to the Customer, or to certain users during the first working day following the reception of the abovementioned notification in writing, though, without assuming responsibility for occasional damages that may occur, up to the moment of the blockade. From then on, and if there is no deceit or negligence for the event, the Customer's responsibility will come to an end.

### Service Charges

31. The Customer authorizes the Millennium bim to debit the subsidiary demand account for the costs concerning with the services and operations carried out through the site for enterprises [www.millenniumbim.co.mz](http://www.millenniumbim.co.mz), including those regarding acquisition of goods and services to other providers present in the site [www.millenniumbim.co.mz](http://www.millenniumbim.co.mz), ever since, authorizing the Millennium bim to debit such an overdrawn account for the amounts deemed necessary, in case the balance is in the red, and at his/her discretion, and without being obliged to.
32. The operations that the Customer carries out with the Millennium bim through the site for enterprises [www.millenniumbim.co.mz](http://www.millenniumbim.co.mz), as well as the commissions that at any time may become due, are subject to the Millennium bim current pricelist. At any time, the Millennium bim may modify the pricelist by just advertising it at its Branches with new conditions, or announcing it to the Customer by any appropriate means for such end. The new conditions are object of prompt application. In case the Customer does not accept the new conditions, he/she may ask the Millennium bim for resolution of the Contract.
33. The Millennium bim makes available free adhesion to internet banking services, and, at any time, the digital certificates are bound to the current pricelist in the Millennium bim. In case the Customer needs more digital certificates, he/she should ask the Millennium bim for them, thus, bearing the expenses thereof.

### Time and Modification of the Contract

34. This Contract is celebrated for unspecified time, and may, at any time, be terminated by any party through a notice in writing, through a registered letter, or by any means of communication with accusation of acceptance, within at least ten-day time. During the prior notice, and in case the Customer does not comply with any clause set in this Contract, the Millennium bim will not be obliged to execute any other instruction. Instructions given before notification of the resolution, the performance of which is foreseen to take place after termination of the contract will be automatically null and void, unless the Millennium bim is already obliged by third parties to execute them.
35. The Millennium bim may modify the present General Conditions after it has notified the Customer electronically, as well as all active users enlisted by the Customer. In case the Customer does not opt by the resolution of the Contract, he/she should comply with the new conditions starting from the day they come into effect.

### Data Computer Processing

36. Henceforth, the Customer authorizes that the data collected for performance of this Contract and/or occasional acquisition of products and services thereof be stored, transmitted or processed on computer basis, either by the responsible for processing, or by the third providers, thus, facilitating the relevant registration process, yet, the data may be intended for enhancing commercial relations with the Millennium bim and other associated institutions. The Millennium bim reserves itself to the possibility of making the collection, transmission and additional processing of the information obtained from the departments of the public sector or specialized firms, for data confirmation and achievement of the elements necessary for contractual concern according to the legal system in force.
37. Omission/incorrectness of mandatory supplying information is up to the Customer. The right for information, correctness, addition or suppression of information through contact in writing or personally with any Branch of the Millennium bim Branch is secured in terms of law.
38. The Users authorize the Millennium bim to incorporate information of personal nature appearing in this Contract, as well as the by-products resulting from the development thereof, in the Customers' data base. This authorization is extended to institutions dominated by or participated by the Millennium bim. The Millennium bim is also authorized to use the e-mails made available by the users to send advertising messages about its own products/services, those belonging to affiliated or associated entities, as well as the third party ones that are available on the site [www.millenniumbim.co.mz](http://www.millenniumbim.co.mz), without prejudice of at any time and at express request of the users, the Bank to be instructed to hold up those communications, if the advertising is not addressed to professionals, or if there is a long standing relationship between the announcer and the addressee, resulting from the supplying of goods or services.

### Applicable Legislation and courts of justice

39. This Contract governed by the laws and jurisdiction in force in Mozambique. All questions arising from this agreement and the acts thereof shall be awarded according to the Customer's domicile courts of justice.