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## **RULES FOR OPENING, OPERATING, MAINTAINING AND CLOSING DEPOSIT ACCOUNTS**

### **1 - Parties**

**BEXS Banco de Câmbio S/A**, an institution authorized by the Central Bank of Brazil, enrolled with the CNPJ under No. 13.059.145/0001-00, headquartered in the City of São Paulo - SP, at Av. das Nações Unidas, 11.633 - 11th floor - Brooklin - CEP: 04578-901 ("BEXS Banco"); and

**Client identified on the Revolut platform ("Platform") and at BEXS Banco and who has accepted the conditions of these Rules through the Platform ("Client")**

### **2 - Formalization**

By accepting these Rules, Client confirms BEXS Banco's agreement to open, operate and maintain a Deposit Account and declares to be automatically and expressly bound by the provisions set forth in the Rules for Opening, Operating, Maintaining and Closing Deposit Accounts, which regulate the provisions applicable to Deposit Accounts ("Rules").

These Rules, accepted by Client, are intended to regulate the legal relationship between BEXS Banco and Client for opening, operating, maintaining, and closing a deposit account. The legal relationship that arises from the terms of these Rules does not require the execution of another specific document, and the Parties agree to all its terms and conditions. Any updates will be made available to Client through the same channel that these Rules were made available.

### **3 - Purpose**

The purpose of these Rules is to regulate the conditions for opening, operation, maintenance and closing of deposit accounts, for making transactions or hiring services with BEXS Banco under CMN Resolution 3.426/06.

### **4 - Opening a Deposit Account**

Once the Client has accepted these Rules and their registration has been approved by BEXS Banco, same will register in its systems a deposit account in Client's name ("Deposit Account"), using for such purpose the identification and description data contained in the Registration Form and the documents presented.

### **5 - Operating the Deposit Account**

BEXS Banco will operate the Deposit Account in accordance with these Rules, making credit and debit entries, which must be related to transactions, or the contracting of services related to BEXS Banco, including, but not limited to, the settlement of foreign exchange transactions.

BEXS Banco may restrict transactions or refuse to perform them if they are not in accordance with the rules of the Central Bank of Brazil, including the provisions of CMN Resolution 3,426/06.

The amounts deposited in the Deposit Account will not be subject to remuneration of any kind.

Proof of the transactions will be available to Client in the channels indicated by BEXS Banco.

Client authorizes BEXS Banco to make reversing entries necessary to correct improper entries, arising from operational errors of any kind.

BEXS Banco may stipulate limits of value for carrying out transactions according to the documents presented for evaluation of Client's financial capacity. Client must have a limit available for the execution of the transactions, as established by BEXS Banco.

If it is found that there are registration restrictions of any kind in Client's name, BEXS Banco may, at any time, cancel or change the limit previously approved or granted.

BEXS Banco is not liable for the non-execution of the transactions in the following cases: (i) insufficient funds available in the Deposit Account indicated for debit, (ii) rejection of receipt by other financial or payment institutions, (iii) error by other financial or payment institutions, or (iv) error by Client in the information provided to BEXS Banco.

BEXS Banco does not provide magnetic cards or checks for Deposit Account transactions.

### **6 - Maintenance of the Deposit Account**



In addition to the data and documents required for opening the Deposit Account, based on the regulations in force, BEXS Banco may, at its sole discretion, when opening and periodically during the constancy of the Deposit Account maintenance, request data, documents and statements that it deems necessary for the perfect identification, description and understanding of Client, especially, but not limited to, the information necessary to prevent and combat "money laundering and financing of terrorism" and for the identification and relationship of politically exposed persons. Client's refusal to provide data, information, documents and/or statements requested by BEXS Banco may, at the sole discretion of same, lead to the Deposit Account not being opened, any transactions not being performed and/or the Deposit Account being closed.

Client undertakes to immediately inform BEXS Banco, through the relationship channels made available by BEXS Banco, of any changes in the registration data provided by them at the time of the request to open a Deposit Account. If the registration change is related to any outdated information contained in documents held by BEXS Banco, Client must immediately provide the respective replacements.

## **7 – Fees, Rates, Expenses and Other Charges**

Subject to the limits of the rules of the Central Bank of Brazil, BEXS Banco will charge Client fees, rates, expenses, and other charges related to the Deposit Account, as well as to the contracting of related services. The values, the taxable events, as well as the collection periodicity, are shown in the Table of Fees available according to the legislation in force.

The amounts corresponding to the fees, rates, expenses, and other charges payable by Client under the terms of these Rules, as well as the taxes levied by law, will be debited from Client's Deposit Account held at BEXS Banco, and the respective debits are hereby authorized.

The charging of new fees and the increase of their values will be announced to Client with a prior notice of at least 30 (thirty) days, through the means used by BEXS Banco.

## **8 - Access to the BEXS Banco Relationship Center**

Client may access BEXS Banco Relationship Center, by means of personal attendance via e-mail, telephone call or other means to be made available by BEXS Banco, and may obtain information and request transactions, observing the limits and specific conditions for their execution.

As a security measure, Client authorizes BEXS Banco to make recordings of telephone instructions related to the Deposit Account or to adopt any other procedure to ensure the security of the instructions. The recordings and other procedures may be used as valid and effective evidence in or out of court.

BEXS Banco may, at its sole discretion, set conditions, times and value limits for the execution of transactions that are already available or that may become available, such conditions and limits will be informed to Client through the channels made available by BEXS Banco.

## **9 - Closing the Deposit Account**

The service provided by BEXS Banco with respect to the Deposit Account will be effective for an indefinite period and may be terminated at any time by either party, upon prior written notice of thirty (30) days addressed to the other party, via mail or available electronic means.

BEXS Banco may consider terminating the Deposit Account services, regardless of prior notification, at any time: (i) by order of the Central Bank of Brazil or the Courts; (ii) when BEXS Banco detects (a) movement of resources originating from activities considered irregular, under the legislation that provides for money laundering crimes or concealment of assets, rights and values; (b) movement incompatible with the financial capacity or activity developed; or (c) irregularities in the information provided, judged of serious nature by BEXS Banco, according to the legislation in force and guidelines of the Central Bank of Brazil; (iii) if there is the cancellation of the registration of the Client or the indication of any other irregularity by the Internal Revenue Service; (iv) in case of violation or noncompliance with any provisions of these Rules, law or rule of the competent authorities.

In case of termination, in addition to all services contracted being cancelled, Client shall appoint an account of his/her own in another financial institution or payment institution able to receive the credit balance in the account, if any, after deduction of fees, expenses and applicable charges that are due BEXS Banco.

If the Deposit Account cannot be closed for any reason beyond the control of the parties, BEXS Banco will inform Client, who then must maintain a sufficient balance to maintain the Deposit Account for as long as this situation persists.

## **10 - Socio-environmental Responsibility:**



Client hereby represents to BEXS Banco that: (i) all its properties have all the environmental licenses in force or that it has the proof of exemption thereof by the competent environmental agencies and that they are not located in the legal reserve areas, except with the due registration with the competent environmental bodies (state or municipal); (ii) it has not been the subject of any adverse judgements by any judicial, administrative and/or arbitral proceedings for acts that violate the environmental legislation and/or relate to race discrimination, child and slave labor (iii) it has not been registered in the Registry of Employers that have kept workers in conditions analogous to slavery; (iv) its properties and registered office are not included in the list of interdicted areas maintained by the Brazilian Institute of Environment and Renewable Natural Resources - IBAMA.

#### **11 – Anti-Corruption and Money Laundering Prevention:**

Client undertakes to observe and strictly comply with the anti-corruption laws, as well as to observe the rules on the procedures to be adopted in the prevention and combat of activities related to the crimes stipulated in Law No. 9.613/98, as well as any applicable supervening legislation.

Client hereby represents and warrants, upon itself and its partners or shareholders, representatives and employees hired or subcontracted in any way that (i) it will not suggest, offer, promise, pay or authorize the payment, give or agree to give gifts or any object of value to any person or entity, public or private, or to request, demand, accept or receive undue advantages, whether of financial nature or not, in exchange for the performance or the omission of acts inherent to its attributions or of facilitation of business, operations or activities, aiming at benefits for itself or for third parties and/or with the objective of unlawfully benefiting BEXS Banco and/or its business, (ii) it is not under investigation for charges of bribery and/or corruption; and (iii) is not in the course of judicial or administrative proceedings or has been convicted of corruption or bribery.

Client hereby undertakes to promptly notify BEXS Banco in writing of any suspicion or violation of the provisions of the anti-corruption laws and/or this Clause.

#### **12 - Other declarations:**

Client declares that the registration data and documents presented are true and consistent with the reality of the facts and remains solely liable for civil and criminal sanctions that may be imposed.

Client agrees and authorizes BEXS Banco to make available information protected by bank secrecy to its service providers that need access to the information, as well as to entities that register and settle transactions carried out in the foreign exchange market, as well as to self-regulatory, regulatory and surveillance entities, when they are necessary for compliance with the determination of such entities, regulations and/or legislation of the markets where BEXS operates.

Client declares to be aware that BEXS Banco may communicate the transactions of the Deposit Account to the competent authorities: (I) that are performed in disagreement with the registration data provided; (II) whose origin with respect to the parties involved, amounts, forms of realization and instrument used, is not adequately demonstrated and proven; and, (III) when there is a formal or tacit refusal to update the registration.

Client agrees and acknowledges that the information provided may be reported to the competent authorities, including registration information and financial transactions if Client is identified as: (i) US Person, as established by the FATCA Legislation (Foreign Account Tax Compliance Act); or (ii) Reportable Person, as per Common Reporting Standard (CRS) of the OECD (Organization for Cooperation and Development) and IN RFB no.680/2016.

#### **13 - Jurisdiction:**

The parties elect the court of the judicial district of São Paulo - SP to settle any disputes arising from these Rules and from the Statement of Acceptance.

Rules updated on 10/21/2022 by BEXS Banco.

**BEXS Banco de Câmbio S/A**