

ARTICLES OF ASSOCIATION

OF

CAIXA CENTRAL - CAIXA CENTRAL DE CRÉDITO AGRÍCOLA MÚTUO, C.R.L.

CHAPTER I

Name, registered office, branches, other forms of representation, duration, cooperative integration, purposes and object

ARTICLE 1

Name, registered office, branches, other forms of representation and duration

1. Caixa Central maintains the name of Caixa Central - Caixa Central de Crédito Agrícola Mútuo, C.R.L., hereafter always referred to as Caixa Central, with registered office in Lisbon, in the parish of Avenidas Novas, at Rua Castilho no. 233/233-A, and indefinite duration.
2. The registered office of Caixa Central can be transferred to any other place located in the Municipality of Lisbon, by resolution of the Executive Board of Directors.
3. Furthermore, by resolution of the Executive Board of Directors, without prejudice to the applicable legal provisions and the provisions in the following number, branches, subsidiaries, agencies, delegations or other local forms of representation may be created or closed in Portugal or abroad.
4. The resolution referred to in the previous number cannot be taken without a predictive analysis having been made of its repercussions on the activity of the Associates based on the municipality or in the municipalities adjacent to where the establishment is planned or without hearing those Associates.
5. The resolutions referred to above in numbers 2 and 4 are preceded by a prior opinion of the General and Supervisory Board.

ARTICLE 2

Cooperative integration and purposes

1. Caixa Central is integrated in the credit business of the cooperative sector, referred to in Article 4(1)(e) of the Cooperative Code, and, as part of that sector, actively cooperates with cooperatives of all the other business areas and their higher bodies with a view to its strengthening, development and autonomy.
2. In pursuing its activity, Caixa Central is guided by the purposes of progress and autonomy of its Associated Caixas Agrícolas, cooperating with them and their National Federation for the development and improved well-being of the rural world, in light of the mutualist principles of *cooperativismo*.

ARTICLE 3

Object

1. The object of Caixa Central is:
 - a) The pursuit of banking activity, including all its accessory, related or similar operations compatible with that activity and permitted by law;
 - b) As its central body, to coordinate and represent the Sistema Integrado do Crédito Agrícola Mútuo (Integrated System of Crédito Agrícola Mútuo);
 - c) The exercise of any other powers and duties that are conferred to it by law or contract.
2. Caixa Central may participate in partnership association (joint venture) contracts, in complementary corporate groupings and European economic interest groupings, and may also, originally or subsequently, acquire shares or interests in limited liability companies, irrespective of their object and even if subject to special laws.
3. In order to pursue the coordination functions of the Integrated System of Crédito Agrícola Mútuo, it is incumbent on Caixa Central to:
 - a) Guide and supervise its Associates and intervening in their management, in the cases and under the terms established in the applicable legislation and in these Articles of Association;
 - b) Ensure compliance by the Integrated System of Crédito Agrícola Mútuo and its Associated Caixas Agrícolas with the solvency and liquidity rules;
 - c) Ensure, by the means laid down in the applicable legislation and in these Articles of Association, the satisfaction of creditors' claims related to the Integrated System of Crédito Agrícola Mútuo;
 - d) Proceed with the consolidation of its accounts with those of its Associates;
 - e) Issue its Associates, under its powers of guidance and supervision, with rules, guidelines and recommendations of binding nature, applying the penalties established in these Articles of Association in the event of non-compliance.
4. The representation functions stipulated in number 1(b) of this article shall be performed without prejudice to the powers and duties of the federative bodies, relative to its Associated Caixas Agrícolas.
5. The Integrated System of Crédito Agrícola Mútuo is composed of Caixa Central and its Associated Caixas Agrícolas, and is organised pursuant to the applicable legislation and these Articles of Association.
6. Under the terms of the law and following the transformation of the Fundo de Garantia do Crédito Agrícola Mútuo (Crédito Agrícola Mútuo Guarantee Fund), Caixa Central is also responsible for ensuring the conditions for the operation of the Fundo de Assistência do Crédito Agrícola Mútuo (Crédito Agrícola Mútuo Assistance Fund) together with Caixa Central, and exercising its rights and fulfilling its duties arising from its Internal Regulations.

CHAPTER II

Share capital and obligations

ARTICLE 4

Share capital

1. Caixa Central's share capital is variable and unlimited, but never less than 17,500,000.00 euros, divided into and represented by registered equity securities, being fully underwritten and paid-up on the present date.
2. The share capital of Caixa Central may be increased, one or more times, through the issuance of new equity securities, upon the admission of new Associates, when any Associate increases its stake or by resolution

of the General Meeting that shall also decide on the form of underwriting and payment of the new equity securities or by total or partial incorporation of reserves that may be allocated to this end.

3. The share capital may be increased, one or more times, by resolution of the General Meeting, on a reasoned proposal by the Executive Board of Directors, preceded by a prior opinion of the General and Supervisory Board, in a maximum amount equivalent to the share capital that was subscribed at the time, the proceeds of this increase being intended to correct the situation of any financial imbalance at Caixa Central that might eventually occur, namely, in the reduction of its own funds to a level below the legal minimum or in the non-compliance with the prudential ratios and limits that apply to it.
4. The Associates should underwrite and carry out this increase within the period and under the conditions defined, based on the prior opinion of the General and Supervisory Board, by the Executive Board of Directors, in proportion to their net worth on the last approved balance sheet.
5. The share capital can only be reduced by the repayment of the equity securities of exonerated, excluded or extinguished Associates, or by resolution of the General Meeting, to cover losses.

ARTICLE 5

Equity securities

1. The equity securities are registered securities of the value of five euros each.
2. The securities representing the capital constituted by incorporation of reserves are allocated to the Associates, in proportion to the securities they already hold and pursuant to other conditions defined by the General Meeting.
3. The equity securities subscribed by the Associates in compliance with the duties established in Article 9(a) and (b) of the Articles of Association should be fully paid-up on the subscription date.
4. No Associate may subscribe securities representing more than 10% of the paid-up share capital at Caixa Central, stated in the last balance sheet, nor allocate to the underwriting of securities a value above 35% of the amount of its net worth, unless, to the extent required to comply with the obligation established in numbers 3 and 4 of the previous article.
5. The transfer of Caixa Central equity securities between the Associates requires authorisation of the Executive Board of Directors, preceded by the prior opinion of the General and Supervisory Board, and is explicitly forbidden to third parties.

ARTICLE 6

Bonds

Caixa Central may issue bonds or any other tradable debt securities.

CHAPTER III

Associates

ARTICLE 7

Admission requirements

1. Without prejudice to everything else laid down in the applicable legislation, all legally incorporated, registered and operational Caixas de Crédito Agrícola Mútuo whose Articles of Association stipulate the following may be Associates of Caixa Central:
 - a) That the liability of their associates is limited to the share capital underwritten by them;
 - b) That their share capital is at least that required by law;
 - c) That the Caixa Agrícola joins Caixa Central and that its exoneration depends on the expiry of the

- period of three years, counted from the admission date, and that it shall only take effect on the last day of the year following that during which the notice of termination was made and after full fulfilment of the obligations with Caixa Central, in the case that the latter should declare them due and demand them, also fulfilling its obligations to the Caixa Agrícola;
- d) That the Caixa Agrícola recognises the competence of Caixa Central and accepts the performance of the corresponding functions concerning guidance, supervision and intervention, under the terms established in the applicable legislation and in the Articles of Association of Caixa Central;
 - e) That, being part of the Integrated System of Crédito Agrícola Mútuo, and because Caixa Central guarantees, without any benefit, including foreclosure, all the obligations of its Associates, even if arising from a previous fact and for the entire duration of the association, under the same terms in which the guarantor secures the obligations of the secured party, the Caixa Agrícola undertakes to reimburse Caixa Central for everything that the latter may pay for it, under the terms of that guarantee, within the period established by Caixa Central, under penalty, should it not do so, in addition to the use of the general enforced recovery instruments of the obligations, of Caixa Central being able to intervene in its management, pursuant to Article 56 and following of these Articles of Association, or, in case the Caixa Agrícola's financial situation involves serious threat to the satisfaction of its credit, exclude it from the Integrated System of Crédito Agrícola Mútuo;
 - f) That, in the event of a solvency crisis or other serious imbalance of the financial situation of Caixa Central, and as determined by the Executive Board of Directors, under the terms and conditions established in the law and in these Articles of Association, the Caixa Agrícola shall underwrite and pay part of Caixa Central's share capital increase required to correct this situation, in proportion to its net worth recorded on the last approved balance sheet, limited to the amount of the stake already held in that equity and that, in the case of urgency, and as ordered by the same Executive Board of Directors, shall ensure the interim deposit of the necessary amounts, up to the maximum amount of its stake in the share capital increase;
 - g) That, in the case of exoneration or exclusion, the reimbursement of the value of the equity securities underwritten and paid-up under the terms and for the effects of the previous subparagraph is subject to resolution of the General Meeting permitting this and establishing the terms under which it shall be made;
 - h) That modification of its Articles of Association, placing them in nonconformity with the provisions in the previous subparagraphs, serious or reiterated disrespect of the rules, guidelines or recommendations issued by Caixa Central with binding nature and/or of Caixa Central's powers of guidance, supervision or intervention and/or failure to contribute to the satisfaction of creditors' claims, under the terms of subparagraph f) of this number, entitles Caixa Central to the right to apply the penalties referred to in these Articles of Association to the Caixa Agrícola, or to exclude it, without prejudice of other legal or statutory causes of exclusion.
2. The information elements deemed necessary by the Executive Board of Directors for its decision should be submitted with the admission application.
 3. The Executive Board of Directors' decision on the admission application of a Caixa Agrícola can be appealed at the General Meeting, which should give its opinion on the issue at the first subsequent meeting. Accordingly, the Chairman of the Board of the General Meeting should include this issue on the agenda, at the request of any Associate or the Caixa Agrícola that requested admission, that may, in this case and for the purpose of being heard, participate, without the right to vote, at the General Meeting.

ARTICLE 8

Rights of the Associates

Without prejudice to others laid down in the law or arising from these Articles of Association, the rights of the Associates are as follows:

- a) Obtain from Caixa Central the financing of their activity under the generally established terms;
- b) Deposit their surplus liquidity at Caixa Central;

- c) Use all of Caixa Central's services under the generally established conditions;
- d) Participate by the legal and statutorily established means, in Caixa Central's management and supervision, and elect and be elected, to the governing and statutory bodies, under the terms of the provisions in the law and Articles of Association;
- e) Receive, without prejudice to bank secrecy rules, the management report, financial statements and all other information elements required for knowledge of Caixa Central's activity;
- f) Receive from Caixa Central the necessary guidelines for pursuing their activity;
- g) Participate in the profits of Caixa Central as decided by the General Meeting;
- h) Access the benefits arising from participation in Crédito Agrícola Mútuo Assistance Fund, under the terms of its Internal Regulations.

ARTICLE 9

Duties of the Associates

Without prejudice to others laid down in the law or arising from these Articles of Association, the duties of the Associates are as follows:

- a) As soon as admitted, ensure that Caixa Central equity securities are underwritten and paid-up of a value equivalent to at least 10% of their net worth, but never less than five thousand euros, at the most equivalent to 10% of the paid-up share capital;
- b) Underwrite and annually pay, by 30 April, equity securities of a sufficient value for their stake to be equivalent to at least 10% of its net worth, recorded as at 31 December of the previous year, up to the limit equivalent to 10% of the paid-up share capital;
- c) Ensure the timely payment of additional paid-in capital established in the law and Articles of Association, as decided by the General Meeting or by other governing bodies, within their powers and duties, or that have been contracted with Caixa Central;
- d) Deposit their surplus liquidity at Caixa Central;
- e) Respect the resolutions taken by Caixa Central's bodies, within their powers, and, especially, align their activity with the rules, guidelines and recommendations issued by Caixa Central, submit their activity to the supervision of Caixa Central's services, accept the application of penalties in the cases and under the conditions established in the applicable legislation and in these Articles of Association, namely in Article 11 and in Section IV of Chapter VI below, as well as Caixa Central's intervention in their management also in the cases and under the conditions established in the applicable legislation and in these Articles of Association;
- f) Not divert the loans received from Caixa Central from the appropriations based on which they were contracted;
- g) Show good faith in their relations with Caixa Central;
- h) Send the trial balances of the previous month, on a monthly basis, up to the 15th day of month following that to which they refer and, annually, up to the 15 March, the management body's report, the opinion of the supervisory body, the statutory auditor's report and all the other financial statements of the previous year, as well as other information when requested;
- i) Abstain from externally disclosing corporate affairs that they should consider reserved;
- j) Participate in Caixa Central's management and supervision by the legal and statutory means, accepting and holding the positions for which they were elected, unless there are relevant grounds for refusal, cooperating among one another for the pursuit of their purposes and object;
- k) Participate in the Crédito Agrícola Mútuo Assistance Fund and comply with their duties arising from their Internal Regulations, namely ensuring the timely payment of contributions.

ARTICLE 10

Exoneration

1. The Associates may be exonerated after three years have elapsed counted from their admission date, by notice of termination drawn up in writing and sent to the Executive Board of Directors of Caixa Central.
2. Without prejudice to the provisions in the following two numbers, exoneration becomes effective on the last day of the year following that in which the notice of termination was given under the terms of the previous number.
3. It is a necessary condition for the exoneration to become effective that Banco de Portugal should consider it demonstrated that the Caixa Agrícola has the financial situation, organisation and appropriate technical means for its proper functioning as a Non-Associated Institution of Caixa Central and its exoneration does not imply breach or the worsening of a breach by the Integrated System of Crédito Agrícola Mútuo of any prudential ratios or limits applicable to it.
4. Caixa Central may also constrain the effectiveness of the exoneration to the Caixa Agrícola's prior fulfilment of all its obligations to Caixa Central and to the Crédito Agrícola Mútuo Assistance Fund, which should be notified to the Associate within ninety (90) days, counted from the date when the notice of termination was received, with all its obligations falling due immediately, even if with a subsequent due date, on the date mentioned in number 2.
5. In the case foreseen in the previous number, all obligations of Caixa Central towards the Associate become due and payable, equally and on the same date.
6. The exonerated Associate shall be entitled to the reimbursement of its equity securities at their book value on the date that the exoneration becomes effective, after exclusion of the required reserves.
7. The reimbursement of equity securities in each year is limited to the amount that shall not imply a reduction of Caixa Central's share capital to a value below that recorded at Banco de Portugal.
8. The General Meeting is responsible for approving the terms, periods and conditions of reimbursement.
9. An exonerated associate cannot be readmitted until three years have elapsed since the date on which the exoneration took effect, unless determined otherwise at the General Meeting of Caixa Central.

ARTICLE 11

Suspension

1. Without prejudice to the provisions in Articles 53 and 54, the General and Supervisory Board, under proposal of the Executive Board of Directors and after hearing the Superior Council, may suspend the Associates from exercising their corporate rights, when they are seriously in breach of the duties established in the law or in the Articles of Association.
2. The suspension shall not be decided without prior hearing of the Associate and shall take effect once the Associate has received notification of suspension addressed to it.
3. The suspension ends:
 - (i) Upon the Associate's compliance with the duties that were in breach;
 - (ii) By decision of the General Meeting, at its immediately subsequent meeting, lifting the suspension decision by the appeal ruling;
 - (iii) By exclusion of the Associate;
 - (iv) By exoneration of the Associate.

ARTICLE 12

Exclusion

1. The General Meeting may exclude Associates that are seriously in breach of their corporate duties, namely when that breach could jeopardise the security and solvency of the Integrated System of Crédito Agrícola Mútuo, whose articles of association are no longer in conformity with the provisions in Article 7 of the Articles of Association of Caixa Central or that are seriously or repeatedly disrespectful of the powers of

- guidance, supervision or intervention of Caixa Central.
2. The exclusion process is ruled by the provisions in the Cooperative Code.
 3. Excluded Associates have the right to the reimbursements established in number 6 of Article 10 of these Articles of Association, paid-up pursuant to numbers 7 and 8 of this article, without prejudice to the right to their retention by Caixa Central up to the settlement and payment of any compensations to which it may be entitled due to damage emerging from the facts that led to the exclusion and to pay any charges or debts that may be immediately payable by the excluded Associate.
 4. The excluded Associate cannot be readmitted until three years have elapsed since its exclusion date, unless the General Meeting of Caixa Central decides otherwise.

CHAPTER IV

Organisation and Operation

SECTION I

General provisions

ARTICLE 13

Governing and statutory bodies

1. The governing bodies of Caixa Central are the General Meeting, the Executive Board of Directors, the General and Supervisory Board, the Superior Council, and the Statutory Auditor.
2. The Board of the General Meeting and the Assessment Committee are statutory bodies of Caixa Central.
3. When these Articles of Association refer to governing or statutory bodies, this is considered to include the members of the Board of the General Meeting, Executive Board of Directors, General and Supervisory Board, Superior Council and Assessment Committee, and the Statutory Auditor.

ARTICLE 14

Election

1. The members of the Board of the General Meeting, Executive Board of Directors, General and Supervisory Board and up to nine members of the Superior Council are elected by the General Meeting, by secret ballot, applied to candidates who, in addition to fulfilling all the other legal requirements, are included in lists of candidates for all these governing bodies, and under the terms of the Electoral Regulations approved by the General Meeting.
2. With the exception of the term of office of the Statutory Auditor, the term of office of members of governing and statutory bodies is three years.
3. No candidate or elected member of any governing or statutory body may simultaneously belong to more than one governing or statutory body of Caixa Central, except for Associates of Caixa Central that may accumulate any position in another governing or statutory body with the General Meeting.
4. Without prejudice to the provisions in the law on the limitation of terms of office and on the rules of independence that should cover each governing and statutory body, as well as anything contrary to these Articles of Association, as a rule, the reappointment of governing or statutory body members is permitted, whether by appointment or re-election.
5. No candidate or elected member of any governing or statutory body may, between one hundred and eighty days and the end of the term of office, if elected and authorised to be in office:
 - a) Be in a situation of non-compliance, even if partial and temporary, with rules, guidelines and recommendations issued by Caixa Central, in particular those of binding nature;
 - b) Have payments in arrears to Caixa Central and/or any Caixa Central Associate.
6. The entire election procedure shall be ruled by the provisions in the law and in the Electoral Regulations

approved by the General Meeting.

ARTICLE 15

Remuneration

The effective performance of duties of the members of the governing and statutory bodies is remunerated, with the General Meeting being entrusted with determining the Remuneration Policy, which shall include the rules, powers and duties for specifically establishing each remuneration.

ARTICLE 16

Performance of governing and statutory positions by Associates

1. When applying for governing or statutory positions, the Associates should indicate, under the terms of the Electoral Regulations, natural persons to hold, in their own name, the governing or statutory positions to which they may be elected.
2. The Associates are jointly and severally liable with the natural persons appointed under the terms of the previous number for their acts and omissions.
3. In the event of the absence or definitive impediment, arising from the exoneration, suspension, exclusion, extinction, dismissal or resignation of the elected Associate, this Associate shall be substituted through election at the General Meeting. In this case, the natural person appointed by the Associate shall remain in office until the newly elected Associate appoints a natural person in replacement.
4. In the event of the absence or definitive impediment of any natural person appointed by the Associate to hold the governing or statutory positions in their own name, this person shall be substituted under the terms of the law by another natural person indicated by the Associate.
5. The Associates may, at any time, replace their representatives at governing or statutory bodies, by informing the Chairman of the Board of the General Meeting and the Chairman of the governing or statutory body in question.

ARTICLE 17

Individual and Collective Adequacy Requirements and Conflict of Interest

1. The members of the Management and Supervisory bodies of Caixa Central shall be assessed, under the terms defined in the Internal Policy for Selection and Assessment of Adequacy of Members of the Management and Supervisory Bodies, by the Commission referred to in Article 29, pursuant to the adequacy requirements established in the law at any given time, namely concerning suitability, qualification and professional experience, availability and independence.
2. These members of each one of the Management and Supervisory bodies of Caixa Central shall be bound to comply, entirely and as collectively, with the legal requirements of diversification of professional, age and gender, or others that may be established in the law at any given time, where there cannot be any marital or conjugal relationships between members belonging to the two bodies or the same body, nor relatives or kin in the 1st degree, nor any connection of personal, professional and/or economic nature that could generate any type of effective or potential conflict of interest.

SECTION II

General Meeting

ARTICLE 18

Composition

1. The General Meeting is composed of all the Associates in good standing.
2. Each Associate should appoint a natural person to represent it at the General Meetings, by letter, where this nomination may be made for all the meetings of the term of office or for each one of the meetings that may be convened.

ARTICLE 19

Board

1. The Board of the General Meeting is composed of three Associates in good standing elected to hold the position of Chairman, Deputy Chairman and Secretary, who shall each appoint, at the time of the candidacy, a natural person to hold the respective position in their own name.
2. The Chairman is responsible for representing the Board, convening and leading the General Meetings, and empowering the members of the governing and statutory bodies.
3. The Chairman is replaced, when absent and impeded, by the Deputy Chairman that, at the beginning of the General Meeting, should propose the election of representative of an Associate who is present to join and complete the Board.
4. The Secretary is responsible for drawing up the minutes of the meetings of the Board of the General Meeting and replacing the Chairman in the event of the combined absence or impediment of the Chairman and the Deputy Chairman. In this case, at the beginning of the meeting the Secretary should propose to the General Meeting the election of the representatives of two Associates who are present to join and complete the Board.
5. In the event of the absence of all the Board members, the meeting shall be opened by the Chairman of the General and Supervisory Board or by the person replacing him/her, who should propose to the General Meeting the election of three representatives of the Associates who are present to join and complete the Board.

ARTICLE 20

Responsibilities

1. Without prejudice to all other provisions in the law and Articles of Association, it is incumbent on the General Meeting to:
 - a) Elect, suspend and dismiss the holders of the social and statutory positions referred to in Article 13 of the Articles of Association;
 - b) Appoint the Statutory Auditor, proposed by the Commission for Financial Matters;
 - c) Vote on the proposed business plan and budget of Caixa Central and business plan of the Integrated System of Crédito Agrícola Mútuo and of Grupo Crédito Agrícola, for the following year;
 - d) Appraise the annual reports on their respective activities, submitted by the General and Supervisory Board and the Commission for Financial Matters;
 - e) Deliberate on the management reports and financial statements of Caixa Central, the consolidated report of Grupo Crédito Agrícola, and the General and Supervisory Board's opinion in relation to them;
 - f) Vote on the proposed appropriation of profit or loss and proceeding with the general appraisal of the management and supervision of Caixa Central;
 - g) Determine the exclusion of Associates;

- h) Operate as an appeal body, either regarding admission or rejection of Associates, or in relation to the penalties established in Section IV of Chapter VI;
- i) Decide on the amendment of the Articles of Association;
- j) Deliberate on the Remuneration Policy for the members of the Management and Supervisory Bodies of Caixa Central and Grupo Crédito Agrícola.
- k) Establish the remunerations that are entrusted to it, under the terms of the Remuneration Policy;
- l) Deliberate on the Internal Policies for Selection and Assessment of Adequacy of Members of the Management and Supervisory Bodies and Essential Function Holders at Caixa Central;
- m) Deliberate on the Electoral Regulations of Caixa Central;
- n) Decide on the exercise of the right of civil or criminal action against the Statutory Auditor, the Directors, the Representatives, the members of the General and Supervisory Board, as well as withdrawal and transaction in these actions, should these be brought;
- o) Decide on other forms of financing that do not include the share capital and may be forms of issuing investment securities.

ARTICLE 21

Meetings

1. The General Meeting has two ordinary sessions per year. The first, up to 31 May, is for discussion and voting on the management reports and the individual and consolidated financial statements of the previous year and the annual reports of the General and Supervisory Board and the Commission for Financial Matters on their activity, deliberating on the proposed appropriation of profit or loss, and proceeding with the general appraisal of the management and supervision of Caixa Central. The second, up to 31 December, is for discussion and voting on the proposed business plan and budget plan of Caixa Central and business plan of the Integrated System of Crédito Agrícola Mútuo and of Grupo Crédito Agrícola, for the following year.
2. Without prejudice to the responsibilities of other bodies, the General Meeting may also meet extraordinarily when convened by the Chairman of the Board of the General Meeting Board, on his/her own initiative or at the request of the General and Supervisory Board, the Executive Board of Directors, the Superior Council or the Statutory Auditor, or at least 5% of Associates in good standing, involving a minimum of four Associates.
3. The meetings are convened by registered mail or e-mail with read receipt at least fifteen (15) days in advance by the Chairman of the Board, except for meetings intended for the election of holders of governing or statutory positions and to decide on amendment of the Articles of Association, where the time in advance shall be thirty (30) days.
4. The reports and financial statements and the proposed budget and business plan, as well as the opinions on them and all other preparatory information of the General Meeting should be made available to the Associates at Caixa Central's registered office or sent to the registered office of each of the Associates by registered letter or e-mail at least fifteen (15) days in advance of the date of the meeting during which they should be appraised.
5. It is prohibited to provide the General Meeting's preparatory information documents on Caixa Central's website, unless their publication is mandatory under the terms of the law and/or regulations.

ARTICLE 22

Voting Rights

1. At the General Meetings held during the year, pursuant to the conditions in the following article, each Associate is entitled to the number of votes corresponding to the sum of the following portions:
 - a) One vote;
 - b) As many votes as results from dividing the value of the equity securities, in euros, paid up by the Associate by half of the division of the share capital, also in euros, paid up as at 31 December of the previous year by the Associates, by the number of Associates, rounded off to the nearest unit;

- c) As many votes as results from dividing the equity of each Associate, in euros, as at 31 December of the previous year, by the division of the total equity of the Associates, in euros, as at 31 December of the previous year, by the number of Associates rounded off to the nearest unit.
2. Associates under intervention by Caixa Central shall only be entitled to one vote.
3. The number of votes that each Associate is entitled to may not exceed 10% of the total number of votes and is determined annually by Caixa Central, which must appear on a list to be sent to the Associates until 30 June of each year, being maintained from 1 July of that year until 30 June of the following year.

ARTICLE 23

Voting system

1. Associates may only use the entirety of the votes calculated under the terms of the previous article when voting on the following matters:
 - a) Election and dismissal of the Superior Council, the General and Supervisory Board and the Executive Board of Directors;
 - b) Approval of the proposed business plan and budget of Caixa Central, the Integrated System of Crédito Agrícola Mútuo and Grupo Crédito Agrícola;
 - c) Decisions regarding the approval of management reports, financial statements and appropriation of profit or loss for the year;
 - d) Amendment of the Articles of Association.
2. In all other cases, each Associate is only entitled to one vote.

ARTICLE 24

Voting by Proxy and Voting by Correspondence

1. Without prejudice to the provisions below in number 4 and in the Electoral Regulations, voting by correspondence is permitted provided that the following requirements are cumulatively met:
 - a) The Associates intending to vote by correspondence request the Chairman of the Board of the General Meeting, in due time and in writing, for the corresponding ballot papers and the letter that should cover them under the terms of the following number;
 - b) The voting intention is explicitly indicated in relation to all the points on the agenda, under the terms defined in the following number;
 - c) The ballot papers are received at Caixa Central's registered office up to four pm of the second business day before that of the General Meeting, where the date and time they were received shall be entered in a log, with this record being closed by the Chairman of the Board of the General Meeting as soon as the period for its valid receipt expires.
2. Voting by correspondence involves a ballot paper for each point on the agenda, which shall be folded into four and placed in an envelope, on which shall be written "Voting of Caixa de Crédito Agrícola Mútuo Associate of [*name*], CRL for Item [*enter the number of the Item*] of the Agenda of the General Meeting of Caixa Central – Caixa Central de Crédito Agrícola Mútuo, CRL, convened for [*enter the time in hours and minutes of the meeting at first call*] held on [*day, month and year*]". These ballot papers are covered by the letter referred to in subparagraph a) of the previous number with the signature of the Associate's representatives certified under the legal terms.
3. Once the voting on each point on the agenda has started, if there are votes expressed by correspondence, the Chairman of the Board of the General Meeting shall exhibit the envelopes related to each point and, if no-one requests their examination, or if requested, after this has been conducted, shall open them, removing the ballot paper and, according to the cases:
 - a) If the voting is secret, the Chairman shall place them inside the ballot box without unfolding, for their subsequent counting with all the other votes;
 - b) If the voting is not secret, the Chairman shall unfold them and indicate the voting intention for

scrutiny.

4. Voting by correspondence for the election of the members of the Board of the General Meeting, the Executive Board of Directors, the General and Supervisory Board and the Superior Council is subject to the provisions in subsection I of Section I of Chapter V of the Electoral Regulations which are fully reproduced herein.
5. Any Associate may vote by proxy, by mandating another Associate that can only represent one mandating Associate.
6. The mandate referred to in the previous number is granted in a written document, indicating the identification of the principal and the proxy, at least through their corporate identification data, the date, time and place of the General Meeting, the point or points of the agenda for which the mandate is conferred and, if desired, the respective voting intention.
7. The mandate referred to in the previous numbers shall be dated and addressed to the Chairman of the Board of the General Meeting, with the principal's signature certified under the legal terms.
8. The provisions in numbers 5 to 7 above are not applicable to the representation of Associates, namely to that expressed in Article 18(2) of these Articles of Association.

SECTION III

General and Supervisory Board

ARTICLE 25

Composition

1. The General and Supervisory Board of Caixa Central shall be composed of nine members, elected by the General Meeting, for a period of three years.
2. The majority of the members of the General and Supervisory Board, including its Chairman and Deputy Chairman, shall be independent and qualified natural persons, under the terms defined in the applicable regulations and guidelines and in the law that are in force at any given time, where none of them can represent and/or be appointed by the Associates.
3. All the other members of the General and Supervisory Board shall be Associates in good standing, that shall belong to the body on a rotating basis by term of office, and shall appoint a natural person to hold the respective position in their own name.

ARTICLE 26

Responsibilities

Without prejudice to the other provisions in the law and Articles of Association, it is incumbent on the General and Supervisory Board to:

- a) Approve its operating regulations;
- b) Supervise and monitor the actions and decision-making in management matters, namely monitor and analyse the individual and collective performance of the Executive Board of Directors, and its decisions;
- c) Monitor and follow the implementation of Caixa Central's risk culture and policy;
- d) Monitor the implementation of the internal audit plan, after prior involvement of the Risk Committee and the Commission for Financial Matters;
- e) Supervise the integrity of the financial information and reporting, as well as the control system, including a framework for sound and effective risk management;
- f) Issue an opinion on the credit risk policies to be followed by the Executive Board of Directors and supervising and monitoring their implementation;
- g) Supervise the application of the Code of Conduct and the Conflict of Interest Prevention Policy;
- h) Issue an opinion on the proposed business plans and budgets of Caixa Central, the Integrated

- System of Crédito Agrícola Mútuo and Grupo Crédito Agrícola for the following year;
- i) Give prior consent on the acquisition, sale and encumbrance of properties, which are part of Caixa Central's permanent fixed assets and holdings referred to in Article 3(2) of the Articles of Association;
 - j) Give prior consent on the issuance of bonds and other tradable debt securities;
 - k) Issue an opinion on the measures required to guarantee the solvency and liquidity of the Integrated System of Crédito Agrícola Mútuo and its Associated Caixas Agrícolas, and of Grupo Crédito Agrícola, proposed by the Executive Board of Directors, and supervising and monitoring their implementation;
 - l) Issue an opinion on the measures required to satisfy creditors' claims related to the Integrated System of Crédito Agrícola Mútuo, under the terms of Section VIII of Chapter VI of the Articles of Association, proposed by the Executive Board of Directors, and supervising their implementation;
 - m) Issue an opinion on the general guidelines for the management of Caixa Central's liquidity arising from the surpluses deposited therein by the Associates, and supervising and monitoring its implementation;
 - n) Issue an opinion on the guidelines and general rules established in Section II of Chapter VI of the Articles of Association and supervising their implementation;
 - o) Issue an opinion on the inspection measures and on the intervention in the management of the Associates, proposed by the Executive Board of Directors;
 - p) Issue an opinion on the special registration at Banco de Portugal of members of the management and supervisory bodies of the Associates, under the provisions in Article 10 of the Legal Framework of Crédito Agrícola Mútuo;
 - q) Suspend Associates from exercising their rights;
 - r) Apply to Associates the penalties established in these Articles of Association in case of breach of the rules, guidelines or recommendations of binding nature, as proposed by the Executive Board of Directors;
 - s) Perform the duties assigned to it under the Policy on Reporting of Irregularities;
 - t) Ensure that those responsible for internal control functions are able to act independently;
 - u) Appoint and reappoint members of the Assessment Committee of Caixa Central;
 - v) Create the Commission and Committees referred to in Article 28, appointing their members and creating mechanisms to ensure their internal functioning, detailing the role, composition and tasks of each one, as well as the appropriate information flow, approving their respective operating regulations.

ARTICLE 27

Meetings

1. The General and Supervisory Board cannot deliberate and resolve matters without the majority of its members being present or represented.
2. The General and Supervisory Board meets in plenary at least once a month, or whenever convened by its Chairman on his/her own initiative or at the request of two of its members or the Executive Board of Directors.
3. The meetings are convened, with the appropriate time in advance, by any means of communication and are led by the Chairman or whoever replaces him/her.
4. General and Supervisory Board members may be represented at a meeting by another member of the General and Supervisory Board, by letter addressed to the Chairman.
5. The Chairman or whoever replaces him/her has the casting vote in the resolutions of the General and Supervisory Board.

ARTICLE 28

Commissions and Committees of the General and Supervisory Board

1. The General and Supervisory Board should create a Commission for Financial Matters to perform the legally established duties, among others, and at least a Remuneration Committee and a Risk Committee.
2. This Commission and these Committees shall be composed of at least three General and Supervisory Board members, where each Chairman should be independent and qualified for the specific matters of the chaired Commission or Committee.
3. The General and Supervisory Board should appoint the members of the Commission and of each of the Committees pursuant to the provisions in the law and in the rules and regulations. It is necessary for their composition to be different, as there cannot be the same composition of members in the Commission and in the Committees in each term of office.
4. The General and Supervisory Board shall approve the operating regulations of the Commission and each of the Committees, detailing the powers and duties established in the law and in the rules and regulations in force.

ARTICLE 29

Assessment Committee

1. Caixa Central shall have an Assessment Committee empowered, under the terms of the Internal Policy for Selection and Assessment of Adequacy of Members of the Management and Supervisory Bodies of Caixa Central, approved at the General Meeting, to carry out, under the terms of the law and whenever necessary, the assessment of the adequacy of the members of the management and supervisory bodies.
2. The General and Supervisory Board is responsible for appointing three Associates in good standing that do not hold any governing or statutory position at Caixa Central, to each make the appointment referred to in the following number.
3. Each of the three Associates shall appoint an independent natural person, of recognised merit, competence and availability to, in their own name, perform duties at the Assessment Committee, who do not hold governing or statutory positions at Caixa Central, and may replace them provided that the same criteria for the appointment is respected.
4. The term of office of the Assessment Committee members is three years, and may be renewed for a single term of office by the General and Supervisory Board.
5. The Assessment Committee is responsible for preparing and approving its operating regulations, pursuant to the standard regulations approved for the Single Assessment Model (MUA).

SECTION IV

Executive Board of Directors

ARTICLE 30

Composition

The Executive Board of Directors of Caixa Central is composed of a Chairman and four Directors who are natural persons with the appropriate suitability, availability, independence, professional qualification and experience to perform these duties, elected by the General Meeting, for a period of three years.

ARTICLE 31

Responsibilities

1. Without prejudice to the other provisions in the law and Articles of Association, it is incumbent on the Executive Board of Directors to:

- a) Manage Caixa Central in a sound and prudent manner, observing banking standards and good practices, taking into account financial interests and solvency;
 - b) Define and approve essential policies for the activity of Caixa Central, Crédito Agrícola and Grupo Crédito Agrícola within the applicable legal and regulatory framework;
 - c) Define and approve Caixa Central's overall strategies, namely the commercial strategy and the risk strategy;
 - d) Define and approve the cultures in force at Caixa Central, namely a risk culture and a corporate culture;
 - e) Cooperate closely with the other bodies of Caixa Central, namely with the General and Supervisory Board, requesting their consent and/or the respective opinions provided for in the law and/or the Articles of Association and with the Superior Council, in consultation with and hearing it in all matters resolved or to be resolved as deemed necessary and/or convenient;
 - f) Represent Caixa Central in and out of court, actively and passively, being able to contract obligations, propose and follow lawsuits, give up or settle processes, commit to arbitrators, sign liability terms and, in general, resolve on all matters that are not entrusted to other bodies;
 - g) Empower representatives to carry out certain acts or categories of acts, defining the extent of the respective mandates;
 - h) Hire Caixa Central employees, establishing their contractual conditions, and exercising the corresponding directive and disciplinary power in relation to them;
 - i) Acquire, dispose or encumber any assets or rights;
 - j) Decide on the issuance of bonds, acquisition, sale and encumbrance of properties that are part of Caixa Central's permanent fixed assets and holdings referred to in Article 3(2) of these Articles of Association;
 - k) Represent the Integrated System of Crédito Agrícola Mútuo and Grupo Crédito Agrícola;
 - l) Prepare proposals on the business plan and budget of Caixa Central, the Integrated System of Crédito Agrícola and Grupo Crédito Agrícola for the following year;
 - m) Carry out the selection and assessment of the essential function holders, pursuant to the Internal Policy for Selection and Assessment of Essential Function Holders approved at the General Meeting;
 - n) Admit and exonerate Caixa Central Associates, after hearing the Superior Council;
 - o) Perform the duties referred to in Sections II and III of Chapter VI of these Articles of Association, in terms of guidance and supervision of its Associates;
 - p) Issue an opinion on the special registration at Banco de Portugal of members of the management and supervisory bodies of the Associates;
 - q) Propose the application to Associates of the penalties referred to in Section IV of Chapter VI of the Articles of Association, as well as the suspension referred to in Article 11;
 - r) Decide on all and any types of intervention in the management of Associates;
 - s) Define and approve the application of mechanisms that ensure the adequacy of the composition and succession plan of the Executive Board of Directors;
 - t) Approve its operating regulations.
2. The Executive Board of Directors may delegate to one or more of its members, the management and representation duties and powers as deemed suitable.

ARTICLE 32

Meetings

1. The Executive Board of Directors cannot hold a meeting without the majority of its members being present.
2. The Executive Board of Directors holds at least one meeting per month.
3. The meetings are convened, with the appropriate time in advance, by any means of communication and led by the Chairman of the Executive Board of Directors or whoever replaces him/her.

4. Any Director may be represented at a Board meeting by another Director, by letter addressed to the Chairman.
5. The Chairman has the casting vote in the resolutions of the Executive Board of Directors.

ARTICLE 33

Relations of the Executive Board of Directors with the General and Supervisory Board, Commission on Financial Matters and Superior Council

1. The Executive Board of Directors should inform the General and Supervisory Board:
 - a) At least once a year, on the management policy that it intends to follow, and on the facts and issues that fundamentally determined its choices;
 - b) Quarterly, before the General and Supervisory Board meeting, on Caixa Central's situation and business evolution;
 - c) At the time determined by law, on the full management report relative to the previous year.
2. The Executive Board of Directors should inform the Chairman of the General and Supervisory Board on any business that could significantly influence Caixa Central's profitability or liquidity.
3. The Chairman of the General and Supervisory Board may require the Executive Board of Directors to provide any information deemed convenient or requested by another Board member.
4. The Chairman of the General and Supervisory Board, a delegated member appointed by this body for the purpose and the members of the Commission for Financial Matters are entitled to attend the meetings of the Executive Board of Directors.
5. The members of the Commission for Financial Matters should attend the meetings of the Executive Board of Directors in which the financial statements of the year are appraised.
6. The Executive Board of Directors shall inform the Superior Council of all matters resolved of interest to the Integrated System of Crédito Agrícola Mútuo or Grupo Crédito Agrícola, namely concerning Article 31(b), (c), (d), (i), (j), (l), (o), (p), (q), (r) and (s) of the Articles of Association.

ARTICLE 34

Binding obligation

1. Caixa Central is bound:
 - a) By the joint signature of two members of the Executive Board of Directors;
 - b) By the signature of one member of the Executive Board of Directors, under the powers delegated pursuant to Article 31(2);
 - c) By the signature of one member of the Executive Board of Directors and a representative, under the terms of the respective mandate;
 - d) By the signature of one or more representatives, under the terms and scope of the respective powers of representation.
2. For ordinary business matters, the signature of one member of the Executive Board of Directors or of a duly empowered attorney shall be sufficient.
3. The signatures of the members of the Executive Board of Directors in documents of considerable volume may be replaced by mechanical, digital or stamped reproductions.
4. In cases where these Articles of Association establish powers of representation, the General and Supervisory Board is bound by the signature of two of its members.

SECTION V

Superior Council

ARTICLE 35

Composition

1. Caixa Central's Superior Council is composed of not more than fifteen (15) members, nine (9) of whom being elected by the General Meeting, from among the Associates not represented on the General and Supervisory Board, Board of the General Meeting and Assessment Committee, that are responsible for appointing a natural person to hold the position in their own name.
2. The Superior Council may also have a maximum of six (6) non-elected members appointed by the Superior Council in office, in which case the Executive Board of Directors and the General and Supervisory Board may submit proposals.
3. Among the elected Associates, six (6) may be reappointed for the following term of office, in which case, in the subsequent terms of office, those reappointed should be gradually replaced so that they do not remain in office holding the position for more than three consecutive terms of office.
4. The elected Associates may be reappointed for a maximum of two consecutive or interspersed re-elections, and may be re-elected again to the position after an interval of two terms of office.

ARTICLE 36

Meetings

1. The Superior Council cannot deliberate and resolve matters without the majority of its members being present or represented.
2. The Superior Council meets in plenary at least once a month, or whenever convened by its Chairman on his/her own initiative or at the request of two of its members, the General and Supervisory Board or the Executive Board of Directors.
3. The meetings are convened, with the appropriate time in advance, by any means of communication and are led by the Chairman or whoever replaces him/her.
4. Superior Council members may be represented at a meeting by another member of the Superior Council, by letter addressed to the Chairman.
5. The Chairman or whoever replaces him/her has the casting vote in the resolutions of the Superior Council.
6. The Superior Council may request any member of the governing and statutory bodies of Caixa Central to attend meetings, provided that this is done at least fifteen days in advance of the meeting date, namely through e-mail message, specifying the topics and issues that should be clarified at the meeting.

ARTICLE 37

Responsibilities

1. The Superior Council, as Caixa Central's advisory body, is responsible, at the request of the Executive Board of Directors and/or the General and Supervisory Board and/or on its initiative, submitting suggesting, advice or recommendations of overall, general and strategic nature on and for the Integrated System of Crédito Agrícola and/or Grupo Crédito Agrícola.
2. In that regard and with that scope of action, it is incumbent on the Superior Council to:
 - a. Appoint and replace its Chairman;
 - b. Approve its regulations on operating and relations with the other governing and statutory bodies of Caixa Central;

- c. Submit, on its own initiative, to the Executive Board of Directors and/or the General and Supervisory Board, recommendations and suggestions within the scope and duties of Caixa Central, namely on:
 - i. proposed amendments of the Legal Framework of Crédito Agrícola Mútuo, submitted by Caixa Central;
 - ii. proposed amendments of the Articles of Association of Caixa Central;
 - iii. Caixa Central guidelines on the articles of association of Caixa Central Associates.
 - iv. the proposed business plan and budget of Caixa Central, the business plan and budget of the Integrated System of Crédito Agrícola Mútuo and of Grupo Crédito Agrícola;
 - v. proposals for admission, suspension and/or exclusion of Caixa Central Associates;
 - vi. the proposed application of penalties to Associates, pursuant to Section IV of Chapter VI of these Articles of Association;
 - vii. Caixa Central's exercise of the powers established in Article 70(3) of these Articles of Association.
 - d. Commenting, through recommendations, suggestions or advice, on any other matters submitted to it by the Executive Board of Directors and/or the General and Supervisory Board of Caixa Central.
3. The recommendations, suggestions and/or advice issued by the Superior Council are not binding, with each receiving body being responsible for deciding on their acceptance and/or application.

SECTION VI Statutory Auditor

ARTICLE 38 Appointment

1. The Statutory Auditor is appointed by the General Meeting, under proposal of the Commission for Financial Matters, after completion of the selection or reappointment procedure defined in the law and Policy for Selection and Appointment of the Statutory Auditor and the Hiring of Non-Prohibited Services.
2. The initial term of office of the Statutory Auditor may be two or three years, and may be renewed in accordance with the term limits and reappointments defined in the law and Policy for the Selection and Appointment of the Statutory Auditor and Hiring of Non-Prohibited Services.

ARTICLE 39 Responsibilities

The Statutory Auditor has, in particular, the duty to carry out all the examinations and verifications necessary for the statutory audit and legal certification of the accounts, under the terms provided for in the law.

CHAPTER V Appropriation of profit or loss

ARTICLE 40 Appropriation of profit or loss

1. The General Meeting is responsible for determining, by absolute majority vote, the total or partial non-sharing of the recorded profit or loss.

2. The General Meeting may decide, also by majority vote, a due date of more than 30 days to credit the Associates for their share in the recorded profit.
3. After the reversals to reserves, the recorded net income may be distributed to the Associates under the legal terms.
4. Profit cannot be distributed until all the losses recorded in previous years have been fully offset.

ARTICLE 41

Reserves

Without prejudice to any other reserves that the General Meeting; may decide to create, the following have already been created:

- a) The legal reserve, intended to cover any losses for the year, to which, and up to its value being equal to that of the share capital social, 20% off the net annual surplus and any additional paid-in capital of the Associates for the same purpose;
- b) The reserve for cooperative training and education, aimed at financing expenses related to technical, cultural and cooperative training of the Associates, management and employees of Caixa Central, to which a maximum of 2.5% of the net annual surplus is credited along with any other amounts obtained for this purpose;
- c) The reserve for mutualism, aimed at covering the cost of mutual assistance required by Associates or employees, being credited with the maximum of 2.5% of the net annual surplus;
- d) The special reserve, aimed at strengthening Caixa Central's net worth, credited with the amount determined by the General Meeting.

CHAPTER VI

Functions of Caixa Central as the central body of the Integrated System of Crédito Agrícola Mútuo

SECTION I

General provisions

ARTICLE 42

Functions of the central body

As the central body of the Integrated System of Crédito Agrícola Mútuo, Caixa Central's functions are as follows:

- a) Guide and supervise its Associates, applying penalties and intervening in their management, under the terms established in the law and Articles of Association;
- b) Ensure the solvency and liquidity of the Integrated System of Crédito Agrícola Mútuo and its Associated Caixas Agrícolas, ensuring compliance with the rules in force on the matter;
- c) Receive, by deposit, loan or any other legally permitted security, the surplus liquidity of its Associates;
- d) Ensure, by the legal and statutorily established means, the satisfaction of the Integrated System of Crédito Agrícola Mútuo creditors' claims;
- e) Proceed with the annual consolidation of the accounts of the Integrated System of Crédito Agrícola Mútuo;
- f) Grant loans to its Associates, in addition to, under the conditions stipulated in the law, the members of the management or supervisory bodies of Caixas Agrícolas and to other entities covered by the provisions in Article 85 of the Legal Framework of Credit Institutions and Financial Companies;
- g) Conclude agency agreements with its Associates;

- h) Represent its Associates at clearing services of Banco de Portugal, systems for registration, clearing and settlement of securities of Interbolsa and other bodies or entities for which this representation is requested by the Associates and accepted by Caixa Central;
- i) Provide, jointly with the federative bodies, technical support to its Associates or their associates, at their request;
- j) Without prejudice to the powers of the National Federation and in collaboration with it, represent its Associates at any public, private and cooperative departments and bodies with powers or purpose related to mutual agricultural credit and the promotion of agricultural development;
- k) Promote and coordinate initiatives with a view to discussion and definition of specific mutual agricultural credit policies;
- l) Study and organise a system of analysis and coverage of the credit risks of its Associates.

SECTION II

Guidance of the Associates

ARTICLE 43

Powers of guidance

1. Without prejudice to the powers and duties of Banco de Portugal, in pursuing the functions of guidance of the Associates, it is incumbent on Caixa Central to:
 - a) Define the necessary guidelines to ensure compliance with the rules related to the solvency and liquidity of its Associated Caixas Agrícolas and the Integrated System of Crédito Agrícola Mútuo;
 - b) Define the general rules for commercial policy and granting loans, including the provision of guarantees;
 - c) Define general rules for staff recruitment, remuneration, training and qualification;
 - d) Define general rules for the creation of new establishments;
 - e) Define operating, safety and security rules for establishments;
 - f) Define, in general, the rules, guidelines and recommendations of binding nature;
 - g) Define the single model of the Internal Policy for Selection and Assessment of Adequacy of Members of the Management and Supervisory Bodies and the Internal Policy for Selection and Assessment of Adequacy of Essential Function Holders applicable to the Integrated System of Crédito Agrícola Mútuo, as well as the respective accessory regulations;
 - h) Nominate a representative of Caixa Central to be part of the Commissions of Assessment of the Members of the Management and Supervisory Bodies of its Associated Caixas Agrícolas. And, should it deem suitable, appointing a representative of Caixa Central to, jointly with the Board of Directors of its Associated Caixa Agrícola, carry out the assessment of the latter's essential function holders.
2. The rules, guidelines and recommendations issued under the terms of the previous number, as well as those established in the following articles of this section, are binding and approved by the Executive Board of Directors, after hearing the Superior Council.

ARTICLE 44

Guidelines on solvency and liquidity

In order to ensure the Associates' compliance with the rules for defending their own solvency and liquidity and that of the Integrated System of Crédito Agrícola Mútuo, Caixa Central should:

- a) Disclose the legal and regulatory rules in force and define the terms under which its Associates participate in their sound compliance;
- b) Authorise, under the conditions defined by Banco de Portugal, the Associates surpassing the prudential ratios and limits.

ARTICLE 45

Guidelines on commercial policy and granting loans

Without prejudice to the powers and duties of Banco de Portugal and the limits stipulated in the legal and regulatory rules in force, in order to guide the commercial policy of its Associates on the granting of loans, it is incumbent on Caixa Central to:

- a) Establish the applicable minimum and maximum interest rates in lending and borrowing transactions;
- b) Define the ratios that the Associates should observe between loans granted and other balance sheet items;
- c) Define the nature of the guarantees that should be required by the Associates when granting loans;
- d) Define general rules for commercial policy to be followed by the Associates;
- e) Define the contractual formalities to be observed in granting loans;
- f) Define the conditions, purpose, beneficiaries and formalities that should be observed in granting guarantees.

ARTICLE 46

Guidelines on staff recruitment, remuneration, training and qualification

1. In order to guide the Associates on staff recruitment, remuneration, training and qualification, Caixa Central should:
 - a) Define the general criteria to be observed by the Associates concerning its staff;
 - b) Define the general procedures and criteria that should be observed by the Associates in staff recruitment and remuneration;
 - c) Define training programmes, procedures and agents that are systematic and non-systematic, for the Associates' employees;
 - d) Define the general criteria and conditions of staff qualification, its insertion in their careers and their promotion.
2. Caixa Central may, on its own or in cooperation with other entities, organise and promote professional training actions and minister professional training services both for its own employees and those of its Associates.

ARTICLE 47

Guidance on creation of new establishments

In order to guide its Associates on the creation of new establishments, Caixa Central should define the conditions that should be met when opening new establishments, taking into account the financial and operative structure of the Associates, the prospects of their development, local needs and other conditions that should be considered.

ARTICLE 48

Guidelines on operating, safety and security of establishments

In order to guide its Associates on the operating, safety and security of their establishments, Caixa Central should:

- a) Define essential minimum conditions that the establishments should possess, taking into account

- the location, predominant economic activities and the necessary working conditions;
- b) Define the rules to be observed by the Associates to ensure the safety and security of assets and people.

SECTION III

Supervision of the Associates

ARTICLE 49

Supervision

1. Without prejudice to the powers and duties of Banco de Portugal, Caixa Central is responsible for supervising its Associates in the administrative, technical and financial aspects of their organisation and management.
2. For the sound performance of their functions, Caixa Central analyses the accounting and any other elements deemed necessary, and conducts direct inspections as deemed suitable.
3. The Associates of Caixa Central undertake to provide the accounting and other elements requested and facilitate the access of Caixa Central's representative to their establishments and to all the documentation existing therein, required for the performance of the representatives' duties.

ARTICLE 50

Impediment to supervision

1. The following are considered an impediment to supervision:
 - a) Failure to send the information elements requested by Caixa Central;
 - b) The reiterated sending of incomplete or incorrect information elements;
 - c) The creation of barriers to direct inspection or hindering access to existing documents in the establishments.
2. Impediment to supervision is declared by the General and Supervisory Board, after hearing the Superior Council, and determines the immediate suspension of the Associate's exercise of corporate rights and governing positions.

SECTION IV

Penalty system

ARTICLE 51

Application of penalties

1. In the event of breach of any of the rules, guidelines and/or recommendations of binding nature, issued by Caixa Central under its powers of guidance and supervision, namely those referred to in Article 43 and 48 of these Articles of Association, Caixa Central may, without prejudice to all the other consequences laid down in these Articles of Association and in the law, apply financial penalties and/or temporarily suspend its rights.
2. Penalties shall be applied by the General and Supervisory Board, as proposed by the Executive Board of Directors and after hearing the Superior Council.
3. The determination of the specific illegality of the fact, the culpability and prevention requirements, the following circumstances, among others, shall be considered:
 - a) Danger or damage caused to the Integrated System of Crédito Agrícola Mútuo, to the financial system or national economy;
 - b) Occasional or reiterated nature of the breach;

- c) Intensity of the deliberate fraud or negligence;
 - d) Existence of a benefit or intention to obtain benefit for the Associate or third party;
 - e) Existence of losses caused by the breach and their importance when determinable;
 - f) Duration of the breach;
 - g) Whether the breach consists of omission to carry out a required act, the time elapsed since the date on which it should have been carried out.
4. When determining the applied penalty, the following should also be taken into account:
 - a) The size and economic situation of the Associate;
 - b) The previous conduct of the Associate;
 - c) The existence of acts of concealment aimed at hindering the discovery of the breach;
 - d) The existence of acts of the Associate aimed at, on its own initiative, repairing the damage or obviating the dangers caused by the breach;
 - e) The level of collaboration of the Associate.
 5. Whenever the breach arises from the omission of a duty, the application of the penalty and, in the case of a financial penalty, the payment of the amount in question, does not exempt the Associate from its compliance, if this is still possible.

ARTICLE 52

Financial penalties

1. The value of the financial penalties shall be established within the minimum and maximum limits indicated in Article 210(m) of the Legal Framework of Credit Institutions and Financial Companies, according to the specific illegality of the fact, the culpability and prevention requirements, assessed under the terms of the previous article.
2. Whenever possible, the financial penalty should exceed the economic benefit gained by the Associate or person who intended to benefit from the breach.

ARTICLE 53

Temporary suspension of rights

The temporary suspension of rights is determined pursuant to Article 11 and may be applied cumulatively or alternatively with a financial penalty, if, after having assessed the illegality of the fact, the culpability and prevention requirements, pursuant to Article 51 of these Articles of Association, Caixa Central considers that:

- a) The mere application of a financial penalty is insufficient to pursue the intended aims of the penalty action, or
- b) The application of a financial penalty is unjustified in view of the specific circumstances, namely due to it being able to imply non-compliance with prudential ratios or limits to which the Associate is subject or the exacerbation of that non-compliance.

ARTICLE 54

Procedure

1. Penalties may only be applied via written procedure and the prior hearing of the Associate.
2. The application of penalties under the terms of this section may be appealed against at the General Meeting, without suspensive effect (*efeito meramente devolutivo*).
3. Records shall be drawn up of the applied penalties, that shall also be reported to Banco de Portugal.

ARTICLE 55

Destination of the financial penalties

The product of the application of financial penalties referred to in the previous articles shall be fully transferred to the Crédito Agrícola Mútuo Assistance Fund regardless of the stage at which the enforceable judgement becomes a final decision or a final verdict, pursuant to Article 69(9) of the Legal Framework of Crédito Agrícola Mútuo, approved by Decree- Law 24/91 of 11 January.

SECTION V Intervention in management

ARTICLE 56 Intervention in management

1. Caixa Central may require the convening of General Meetings of any of its Associated Caixas Agrícolas and intervene therein to inform the Caixa Agrícola associates and propose measures deemed suitable to safeguard its solvency and liquidity.
2. Caixa Central may appoint a delegate to monitor the management of any of its Associated Caixas Agrícolas, in the event of a situation of imbalance that, due to its extent or continuity, could affect the regular operation of that Caixa Agrícola, when its solvency appears threatened or when serious irregularities occur.
3. The delegate referred to in the previous number is responsible for taking the necessary measures to correct the situations that led to his/her appointment, with the validity of all the acts and contracts defined by Caixa Central upon the delegate's appointment being dependent on his/her approval.
4. During the intervention period, Caixa Central's delegate is responsible for the guidance, supervision and discipline of the services, and may be assisted by professionals of his/her choice.
5. The appointment of the delegate and respective powers should be recorded.
6. The appointment of Caixa Central's delegate referred to in number 2 of this article can only be made for the maximum period of one year, which, upon reasonable grounds, may be extended once or more times by Caixa Central until the Caixa Agrícola has reached a balanced situation.
7. If the extension foreseen in the previous number exceeds the period of two years, Banco de Portugal may object within the maximum period of 30 business days counted from Caixa Central's prior reporting.
8. The Executive Board of Directors should inform Banco de Portugal and the General and Supervisory Board, within five days, of the decisions taken under the terms of the previous numbers and their grounds.
9. The Executive Board of Directors should send Banco de Portugal a copy of the reports drafted by Caixa Central's delegate in performing the duties referred to in this article.

ARTICLE 57 Appointment of provisional directors

1. When an Associate is in a situation of serious financial imbalance, or at risk of becoming so, and is in breach of the guidelines defined by Caixa Central under the terms of the law and Articles of Association, Caixa Central may, having complied with all the legal formalities and after obtaining from Banco de Portugal the respective prior authorisation to take office, appoint one or more provisional directors for the Caixa Agrícola in question.
2. Directors appointed under the terms of the previous number shall have the powers and duties vested by the law and Articles of Association to members of the management body and may also:
 - a) Veto resolutions of the General Meeting and, after confirmation of Banco de Portugal, of the management body;
 - b) Convene a General Meeting;
 - c) As soon as possible, draft the report on the institution's financial situation and its causes, and submit to Caixa Central and Banco de Portugal, accompanied by an opinion of the supervisory

- board, if the latter has been appointed;
- d) After the favourable opinion of Caixa Central, dispose of fixed asset items that prove inappropriate to the business pursued by the Caixa Agrícola.
3. With the appointment of provisional directors, once all the legal formalities have been fulfilled, Caixa Central may entirely or partially suspend the management and supervisory bodies of the Caixa Agrícola;
 4. If the supervisory body is suspended, Caixa Central shall appoint a supervisory board composed of:
 - a) A member appointed by Caixa Central, to chair over it;
 - b) A member appointed by the General Meeting;
 - c) A statutory auditor appointed by the National Federation.
 5. Failure to appoint the member referred to in paragraph b) of the number above does not preclude the supervisory board's performance of duties.
 6. The supervisory board has the powers and duties vested by law or by the Articles of Association to the supervisory body.
 7. The provisional directors and the supervisory board shall perform their duties for the period determined by Caixa Central, at the most one year, where this period may be extended once or more times, once all the legal formalities have been fulfilled, until the Caixa Agrícola has reached a balanced financial situation.
 8. The competent body of Caixa Central to determine the matters established in the previous number is the Executive Board of Directors, after hearing the General and Supervisory Board.

ARTICLE 58

Intervention at the request of the Associates

Caixa Central may intervene in the management of any of its Associates at their request, under the terms and conditions agreed by both.

SECTION VI

Loans to the Associates

ARTICLE 59

Decision-making criteria and loan conditions

1. In making decisions on loans to Associates and their conditions, Caixa Central should take into account the effective development needs of the Associates, their specific conditions of regional insertion, management quality, integration in the guidelines in force in mutual agricultural credit, aptitude for agricultural development, market conditions, costs of the available resources and any other significant factors that should be considered.
2. Caixa Central may condition the granting of a loan to prior approval of the operations for which the loan was requested.

ARTICLE 60

Loan deviation

Caixa Central may declare the accelerated performance, calling in loans in advance, and demand their immediate repayment, if the loans were applied for purposes other than those on which basis they were granted, plus the interest payable, with loss of any subsidies, without prejudice to any applicable statutory, civil and criminal liability.

SECTION VII

Agency agreements

ARTICLE 61

Agency agreements

1. Caixa Central may conclude agreements with its Associates by which the latter undertake to promote on the former's behalf, in an autonomous and stable manner and in exchange for retribution, in their area of action, agreements for the purpose of carrying out loan transactions or rendering services included in its purpose.
2. The agreements referred to in the previous number shall be regulated by the provisions of this section and by those in force for the agency or commercial representation agreements.
3. The agency agreements may limit the amounts of the agreements to be concluded by the agent Associates, considering their organisational structure.

ARTICLE 62

Duty to conclude agreements

1. Caixa Central is duty bound to conclude agency agreements with the Associates that wish to do so, provided that they fulfil the following conditions:
 - a) Possess the appropriate management, technical, equipment, organisational and staff conditions;
 - b) Are in are in full possession of all their corporate rights.
2. Caixa Central may, however, conclude the agency agreement irrespective of the fulfilment of any or some of the conditions referred to in the previous number, if the Associate undertakes to fulfil those conditions within the time limits and under the terms to be agreed upon, and that shall be an integral part of the agreement.

ARTICLE 63

Cancellation of the agreement

1. Caixa Central can only cancel agency agreements that have been concluded on any of the following grounds:
 - a) Some of the conditions referred to in number 1 of the previous article are no longer observed, or the Associate does not fulfil them under the agreed terms, that shall be an integral part of the agreement, pursuant to number 2 of the same article;
 - b) The Associate has requested its exoneration or is under procedures with a view to its exclusion;
 - c) The Associate's breach of its duties as an agent.
2. The Associates may cancel the agency agreement, without prejudice to the obligations that have been constituted up to the time that the cancellation becomes effective, if Caixa Central is in breach of its duties under the agreement.
3. The cancellation of the agency agreement, which must always be substantiated, shall be done by communication to the other party, taking effect on the date on which the communication was received.

ARTICLE 64

Duties of the agents

In addition to the provisions in the respective agency agreements, agent Associates are duty bound to:

- a) Respect Caixa Central's instructions that do not jeopardise their autonomy;

- b) Provide the information requested by Caixa Central, especially concerning the solvency of customers;
- c) Clarify Caixa Central on the market situation and development prospects;
- d) Render accounts, under the agreed terms, or whenever justified;
- e) Not to disclose, either entirely or partially, even after the extinction of the agency agreement, facts or information that they have gained knowledge of during the implementation of the agreement;
- f) Compensate Caixa Central for losses that arise to Caixa Central due to their total or partial breach of the agreement or faulty compliance with the agreement.

ARTICLE 65

Rights of the agents

In addition to the provisions established in the respective agreements, the Associates are also entitled to:

- a) Obtain from Caixa Central the elements that, in view of the circumstances, prove necessary for the pursuit of their business, namely those related to the activity developed in the Associate's area of action;
- b) Be informed, without delay, of the acceptance or rejection of the negotiated agreements and those concluded without the necessary powers;
- c) Regularly receive a list of the concluded agreements and fees due;
- d) Receive the agreed retribution, including special fees, that may be cumulative;
- e) Be compensated by Caixa Central for losses that arise to them due to its total or partial breach of the agreement or faulty compliance with the agreement.

ARTICLE 66

Retribution

1. The retribution of the agent Associates shall exclusively consist of the agreed fees, with all expenses arising from the implementation of the agreement being payable by them.
2. The fees shall be calculated by weighting the income of the transaction and the risks involved.
3. The agency agreement may establish the entire or partial allocation of the product of the Associate's fees to financing the measures required for fulfilment of the conditions referred to in Article 62(1) of the Articles of Association, in the event that it was concluded as stipulated in Article 62(2).
4. The agent Associate acquires the right to the fee upon signing the agreement, but the fee is only payable if the third party complies with its obligations.
5. If, due to a fact imputable to Caixa Central, the third party does not comply with its obligations, the agent Associate can always demand its fee.

ARTICLE 67

Duration of the agreements

Unless agreed otherwise, the agency agreements between Caixa Central and its Associates are concluded for the period of three years, being automatically renewable at their end, for equal periods.

SECTION VIII

Guaranteed creditors' claims

ARTICLE 68

Guarantee of Caixa Central

1. The obligations undertaken by Caixa Central's Associated Caixas Agrícolas, even if arising from a fact prior to their association, are fully guaranteed by Caixa Central, under the same terms in which the guarantor (*fiador*) secures the obligations of the secured party (*afiançado*).
2. Caixa Central does not have the right to benefit from foreclosure (*benefício de excussão*).
3. The guarantee referred to in number 1 of this article does not cover obligations constituted after the effectiveness of the exclusion or exoneration of the Caixa Agrícola from the Integrated System of Crédito Agrícola Mútuo.
4. The provisions established in Article 648 of the Civil Code are not applicable to the guarantee laid down in this article.

ARTICLE 69

Exercise of the right to reimbursement

1. Once Caixa Central has complied with its obligation and is subrogated to the creditor's claim, under the terms of Article 644 of the Civil Code, the Caixa Agrícola shall satisfy that claim within the time limit established by Caixa Central.
2. Failure to satisfy that claim within the established time limit, provided that it is payable, in itself constitutes sufficient grounds for Caixa Central's intervention in the debtor Caixa Agrícola, under the terms of Article 56 of the Articles of Association.
3. Irrespective of the use of the entitlement established in the previous number, Caixa Central may, if the financial situation of the debtor Caixa Agrícola entails a serious threat to the satisfaction of its claim, exclude it from the Integrated System of Crédito Agrícola Mútuo, under the terms and for the effects of Article 69 of the Legal Framework of Crédito Agrícola Mútuo.

ARTICLE 70

Reinforcement of Caixa Central's own funds

1. In the event of Caixa Central being in a situation of financial imbalance, reflected, namely in the lowering of own funds to a level below that of the legal minimum requirement or in non-compliance with the applicable prudential ratios and limits, Caixa Central may require the Associated Caixas Agrícolas to underwrite and pay in a share capital increase that is sufficient to correct the observed situation and up to the limit of the value of the capital of Caixa Central.
2. The Caixas Agrícolas shall contribute to this capital increase in proportion to their net worth recorded on the last approved balance sheet.
3. In an urgent situation, the Executive Board of Directors of Caixa Central may order its Associated Caixas Agrícolas to make an interim deposit up to the maximum value referred to in number 1, within eight days, with this deposit subsequently being imputed in the payment of the capital increase, to the extent necessary.
4. The deposits referred to in the previous number shall be refunded to the Caixas Agrícolas, within a period of 90 days counted from the dates they were received at Caixa Central, whenever a capital increase has not been determined in the meantime. In that case, when the determined capital increase is lower than those deposits, the surplus funds should be refunded within the same period.
5. The subsequent exoneration or exclusion of a Caixa Agrícola does not exempt, under the terms defined in the Articles of Association of Caixa Central, that Caixa Agrícola from payment of the amount ascertained

under number 2, despite not being used for the capital increase.

6. In cases of exoneration or exclusion of a Caixa Agrícola the equity securities corresponding to its participation in the capital increase referred to in the previous numbers can only be refunded when preceded by a General Meeting resolution permitting this.
7. Breach by the Caixas Agrícolas of the obligations established in numbers 1 and 3 shall determine, without prejudice to the provision in number 5, the application, with the necessary adaptations, of the provisions in Article 69(2) and (3) of these Articles of Association.

CHAPTER VII

Final and Transitional Provisions

Article 71

Transitional provisions

1. These Articles of Association enter into force immediately after their approval, without prejudice to the provisions in the following number.
2. The elected governing and statutory bodies in office shall continue to be ruled by the statutory provisions of Chapter IV of the Articles of Association approved on 30 May 2015, until the termination of their duties and start of the governing and statutory bodies elected for the three-year term of office of 2019- 2021, whose composition and election shall be ruled by these Articles of Association.