

NOVO BANCO[®]

Reach a whole new level in Financial Management
with total **SIMPLICITY**

NB@expressBill

ENSURES PAYMENTS,
GUARANTEES RECEIVABLES.

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DEFINITION



NB@xpressBill



ELECTRONIC



AND IRREVOCABLE TERM PAYMENT

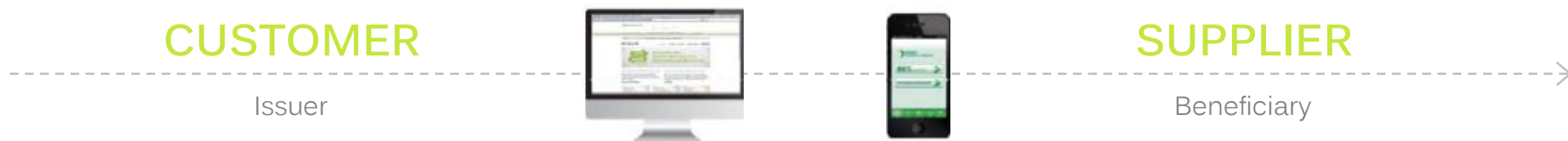


GUARANTEED BY **NOVO BANCO**



WHICH ALLOWS EARLY SETTLEMENT

2 CONCEPT



1

ISSUING A NB EXPRESS BILL ORDER

Issues as *online* term payment, guaranteed by **NOVO BANCO**, under the terms and limit of a pre-approved credit line.

2

PAYMENT NOTIFICATION

Immediately receives a payment issuing notification (by e-mail or SMS).

NBnetwork

4

PAYMENT ORDER SETTLEMENT

At the due date, the Customer's account is charged. In case of insufficient funds, the system automatically uses his credit line account.

3

THE BENEFICIARY CAN EITHER

Request Early Settlement, Instant Loan assignment, only for **NOVO BANCO** accounts.
Receive Regular Settlement, payment upon maturity.

3 OPERATIVE

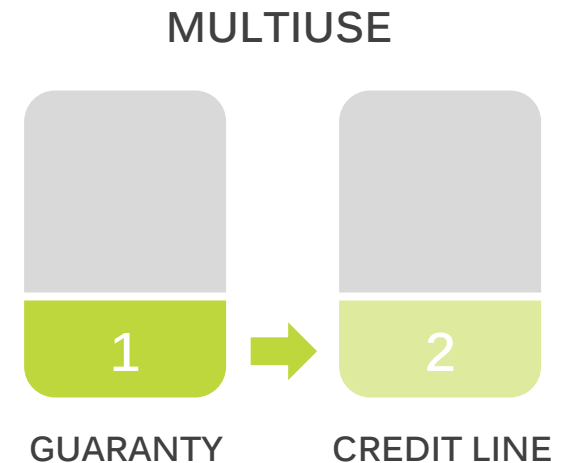
NB Express Bill is a financing instrument based on a multiuse Credit Line.

CUSTOMER

1. Issues term payments, Guaranteed by **NOVOBANCO**.
2. **Upon settlement's maturity**, should the current account lack the required funds, the system automatically **uses his credit line account**.

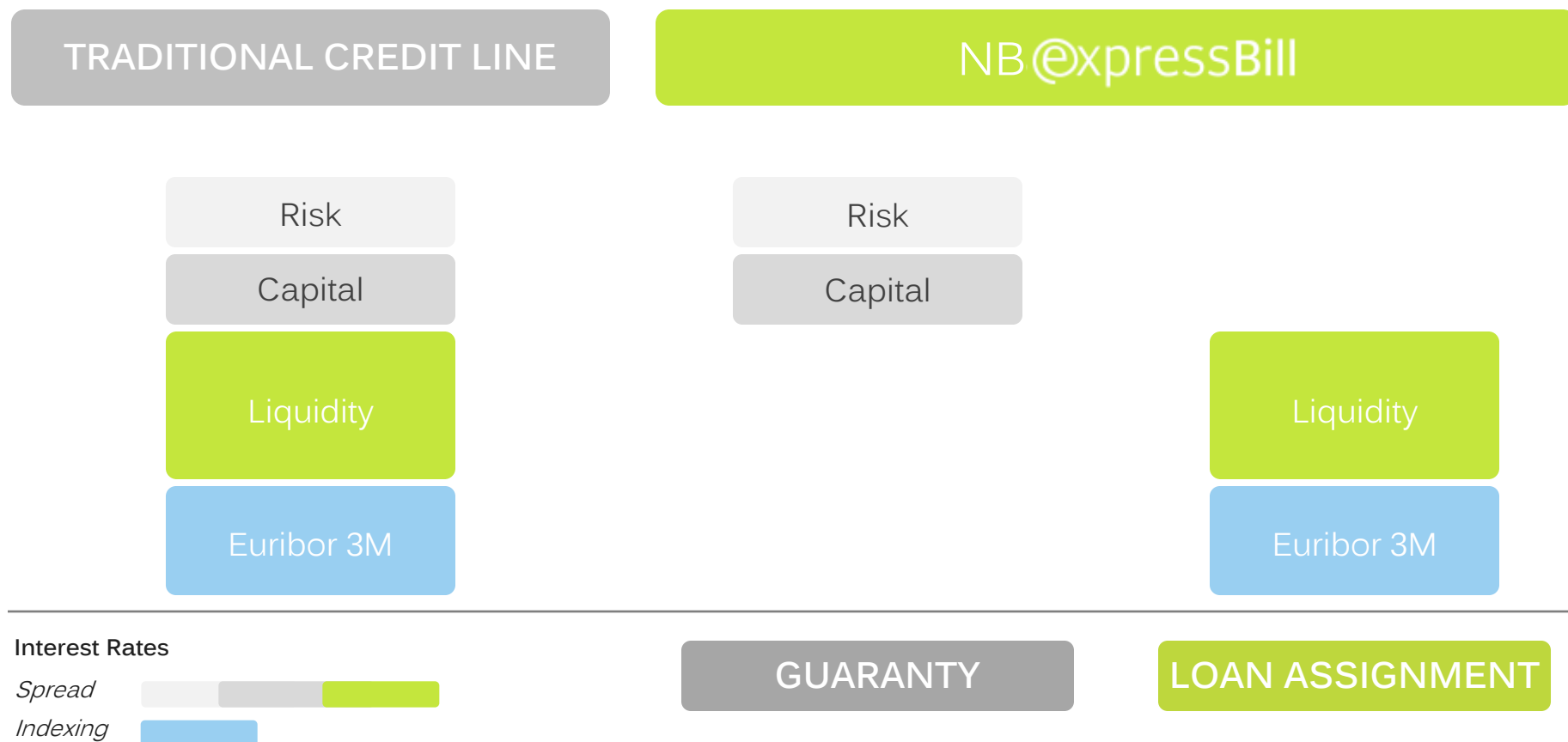
SUPPLIER

When the term payment (which is guaranteed by **NOVOBANCO**) issuing occurs, the Supplier is promptly notified (SMS, e-mail and NBnetwork).



4 LOWER COSTS

With BES Express Bill the buyer's costs are lower and the seller only incurs costs in case of early settlement.



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FEATURE MATRIX

	2.0	EXCLUSIVE	BASIC
NB Express Bill payment issue <i>(National and International, in euros)</i>	✓	✓	✓
Early Settlement *	✓	✓	✓
Free usage of the Credit Line account	✓		
The Credit Line account is exclusively used towards NB Express Bill payment settlements		✓	✓
Automatic Amortization of Credit Line account			✓
Authorized beneficiaries identification		✓	
Reassignment of the guaranty commission to the beneficiary	✓	✓	✓
Early settlement costs assumed by the Issuer	✓	✓	✓

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ADVANTAGES

SUPPLIER

- ✓ Safer sales, with **NOVO BANCO** guaranteed payment.
- ✓ Manage collections automatically, with minimal workload.
- ✓ Early Settlements exempt from Portuguese stamp duty.
- ✓ Does not consume credit lines.
- ✓ Improves Risk Profile (early Settlements reduces Customer's credit, reduces bank credit and increases the financial autonomy ratio) = Improved *Rating*.

CUSTOMER

- ✓ Increases the negotiation power with suppliers (discount for guaranteed payments, later payment terms, adaptation to the operation cycle).
- ✓ Reduces Cash flow management costs, since the Guaranty costs are inferior to the ones associated to standard Interest rates (Euribor + Spread).
- ✓ Immediate debit from the Credit Line account, should the current account lack sufficient funds to meet the settlement's maturity.
- ✓ Improves the Risk Profile (*Rating*) and the Balance sheet.

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SUMMARY

BETTER

- ✓ It's a payment security
- ✓ It's guaranteed by **NOVO BANCO**
- ✓ It has automatic liquidity
- ✓ It's cheaper
- ✓ It's not a credit insurance
- ✓ It's not Confirming
- ✓ It's not hard to Cash-in
- ✓ It's not more expensive

EASIER

- ✓ Via internet (NBnetwork)
- ✓ E-mail and SMS notification
- ✓ *online*
- ✓ Paperless

SAFER

- ✓ Confirmed and irrevocable payments
- ✓ 100% Guaranteed
- ✓ Improves buyer's and seller's risk profile
- ✓ No cash handling and transportation

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ATTACHMENTS

8.1 BANK GUARANTY

Detail of Deferred Payment Order

AUTONOMOUS BANK GUARANTEE

Particular Conditions

Details of the Beneficiary

Tax Identification no.
IBAN / BIN / Account no.

Details of the Originator

Name
Tax Identification no.

Details of the Order

Order Number
Invoice Reference
Amount
Date of emission
Maturity Date
Descriptive

General Conditions

NOVO BANCO, S.A., public limited company, with registered office at Avenida da Liberdade, no. 195 Lisbon, with corporate tax and registration number 513 204 016, registered at the Business Registration Office of Lisbon, with a share capital of €4.900.000.000,00, hereinafter known as **NOVO BANCO**, shall provide an autonomous bank guarantee through this means, on behalf of and at the request of the **ORIGINATOR**, in favour of the **BENEFICIARY**, under the following terms:

1. **NOVO BANCO** undertakes, through this guarantee, to pay the **AMOUNT** to the **BENEFICIARY**, which corresponds to the value of the **INVOICE** issued by the **BENEFICIARY**, following a contract concluded with the **ORIGINATOR**.
2. On the **MATURITY DATE**, **NOVO BANCO** will credit the **BENEFICIARY'S ACCOUNT** through bank transfer.
3. Any banking documentary evidence of the bank transfer to the **BENEFICIARY'S ACCOUNT** serves as proof of receipt of the payment claimed.
4. This guarantee is payable regardless of the validity, effectiveness or fairness of the underlying relationship and the reasons for it, without **NOVO BANCO** having to assess the fairness or material truth of the relationship between the **BENEFICIARY** and the **ORIGINATOR**.
5. Under the terms of clause 2 of the General Terms and Conditions of NB Express Bill Service, the validity and effectiveness of this Bank Guarantee does not depend on the express acceptance of the **BENEFICIARY**.
6. The **BENEFICIARY** cannot assign, totally or partially, to a third party, the credit resulting from this guarantee, without the prior written consent of **NOVO BANCO**.
7. The guarantee is valid and effective till the **MATURITY DATE**, unless the **BENEFICIARY**:

a) Reject Bank Guarantee, in writing, at a **NOVO BANCO** branch, while non-Portuguese Invoice Issuers must send a SWIFT interbank message to **NOVO BANCO**, since rejection cannot be carried out electronically or through any other channel, unless **NOVO BANCO** expressly allows this;

b) chooses, on the NBnetwork or on the **NOVO BANCO** site www.novobanco.pt, to assign to **NOVO BANCO** the credits that it holds, over the **ORIGINATOR** for the amount given in point 1, through a Contract of Credit Assignment concluded electronically within the scope of the **NB Express Bill Service**.

8. **NOVO BANCO** is immediately released from honouring this bank guarantee, considering it, for all due intents and purposes, as terminated, should any of the circumstances mentioned in points a) and b) in the previous number be verified.
9. Once the guarantee in this document has been honoured, or terminated in any other way, it is not necessary for the **BENEFICIARY** to physically return it to **NOVO BANCO**, if applicable, in order for the termination to be verified.
10. For any dispute concerning this guarantee, namely as to its validity, interpretation or application, the competent court will be that of the district closest to the residence of the **ORIGINATOR**, to be chosen only from

8.2 BANK GUARANTY

among the District Courts of Lisbon, Porto, Faro, Funchal and Ponta Delgada, with express waiver of any other, which will be judged in accordance with Portuguese law.

NOVO BANCO, S.A.