

ESPIRITO SANTO INVESTMENT p.l.c.

EUR 2,250,000 ABB Ltd Credit Linked Notes due 04th October 2004

under the

EUR 500,000,000 EMTN Programme

The definitions and provisions contained in the 1999 ISDA Credit Derivatives Definitions as supplemented by the Supplement relating to Convertible, Exchangeable or Accreting Obligations dated 9 November 2001, and the Supplement relating to Successor and Credit Events dated 28 November 2001 (the "Credit Derivatives Definitions"), and the 2000 ISDA Definitions, both as published by the International Swaps and Derivatives Association, Inc. (together the "Definitions") are incorporated into this Summary Terms and Conditions. In the event of any inconsistency between the 2000 ISDA Definitions and the Credit Derivatives Definitions, the Credit Derivatives Definitions will govern. In the event of any inconsistency between the Definitions and this Confirmation, this Confirmation will govern.

Summary of the Terms and Conditions

1. ISSUER:	ESPÍRITO SANTO INVESTMENT plc
2. AMOUNT:	EUR 2,250,000
3. DENOMINATION:	EUR 5,000
4. ISSUE PRICE:	100%
5. SETTLEMENT DATE:	3 rd October 2003
6. FORM:	Bearer Note, represented by a Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes only upon an Exchange Event
7. MATURITY DATE:	4 th October 2004
8. INTEREST PAYMENT DATES:	Quarterly in arrears on 3 rd of January 3 rd of April, 3 rd of July, and 4 th of October, commencing on 3 rd of January 2004, until the earlier of the Maturity Date and the Event Determination Date.
9. EVENT DETERMINATION DATE:	The day on which the Calculation Agent notifies the occurrence of a Credit Event by the way of a Credit Event Notice and a Notice of Publicly Available Information
10. DAYCOUNT:	Act/360
11. DAY CONVENTION:	Modified Following Business Day

- 12. BUSINESS DAY:** London, Lisbon, New York and Target Settlement Day
- 13. INTEREST RATE:** **6.25%, p.a.**, subject to adjustment following a credit event.
- 14. PRINCIPAL REDEMPTION:** 100 per cent on the maturity date, subject to adjustment following a credit event.
- 15. ADJUSTMENT FOLLOWING A CREDIT EVENT:** If a Credit Event occurs or exists at any time on or after the Settlement Date or on or before the Maturity Date, then, in the sole discretion of the Issuer:
- All (but not part) of the Notes may be redeemed in accordance with the provisions of paragraph 16 below, 5 business days after the Calculation Date (as defined below).
 - if the Notes are so redeemed, no payments of interest will be made from (and including) the date on which the Credit Event was determined by the Calculation Agent.

16. REDEMPTION UPON THE OCCURRENCE OF A CREDIT EVENT:

Upon the notification of a Credit Event affecting any Reference Entity or its Obligations (the “Affected Reference Entity”) on or after the Settlement Date and on or before the Maturity Date, and subject to the Conditions to Payment being satisfied, the issue will terminate and the Cash Settlement Amount (as defined below) will be paid by the Calculation Agent in accordance with paragraph 15 above. **(Cash Settlement)**

Cash Settlement Amount:

Final Price x Amount

For the purpose of Cash Settlement, “Final Price” means the weighted average price of the Deliverable Obligations, expressed as a percentage, determined in accordance with the specified Valuation Method.

Valuation Method:

- Highest

Escrow:

- Not applicable

Quotation:

- Exclude accrued interest

Quotation Method:

- Bid

Quotation Amount:

- The “Amount” (Eur. 2,250,000)

Valuation Time:

- 11.00 a.m. London Time or as close to that time as reasonably practicable in the sole opinion of the Calculation Agent.

16. CALCULATION DATE:

30 business days after satisfaction of all Conditions to Payment.

17. CONDITIONS TO PAYMENT:

Credit Event Notice
Notifying Party: Calculation Agent

Notice of Publicly Available Information Applicable
Public Source(s): Standard Public Sources
Specified Number: 2

18. REFERENCE PRICE:

100%

19. REFERENCE ENTITY: ABB Ltd

20. CREDIT EVENTS: Means in the opinion of the Calculation Agent in case of a Credit Event, the occurrence of any of the following:

- Bankruptcy
- Failure to Pay

Grace Period Extension: Not applicable

Payment Requirement: USD 1,000,000 or its equivalent in the relevant Obligation Currency as of the occurrence of the relevant Failure to Pay.

- Restructuring

Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation: Applicable

Multiple Holder Obligation: Applicable

Default Requirement: USD 10,000,000 or its equivalent in the relevant Obligation Currency as of the occurrence of the relevant Credit Event

21. OBLIGATIONS: Obligation Category:

- Borrowed Money

Obligation Characteristics:

- None Specified

22. DELIVERABLE OBLIGATIONS:

Deliverable Obligation Category

- Bond or Loan

Deliverable Obligation Characteristics

- Not Subordinated
- Specified Currency: Standard Specified Currency
- Not Contingent
- Assignable Loan
- Consent Required Loan
- Transferable
- Maximum Maturity: 30 Year
- Not Bearer

23. EXCLUDED OBLIGATIONS: None

24. LISTING: N/A

25. CLEARING: Cedel / Euroclear

- 26. APPLICABLE LAW:** English law
- 27. PRINCIPAL PAYING AGENT:** Citibank N.A.
- 28. LOCAL PAYING AGENT:** Banco Espírito Santo de Investimento, S.A.
- 29. CALCULATION AGENT:** Banco Espírito Santo de Investimento, S.A.