

BANKING PRODUCT AND SERVICE PURCHASING AGREEMENT

LEGAL PERSONS

Approved by the Decision of the Executive Committee no. **139/14.12.2020**

In force as of: **13.03.2021**

Subsemnatul/ *I the undersigned*, __, cetatean/ *citizen of* __,
domiciliat in/ *domiciled in* __, identificat cu (CI/Pasaport)/ *identified with (ID/Passport)* __ seria/series __ nr./no __, eliberat de/ *issued by* __ la data de/on __, CNP __, si/and

Subsemnatul/ *I the undersigned*, __, cetatean/ *citizen of* __,
domiciliat in/ *domiciled in* __, identificat cu (CI/Pasaport)/ *identified with (ID/Passport)* __ seria/series __ nr./no. __, eliberat de/ *issued by* __ la data de/on __, CNP __,

In calitate de reprezentant/ti legal al/ *in his/ their capacity as representative(s) of SC* __, persoana juridica romana, cu sediul in/ *Romanian legal entity, headquartered in* __, inregistrata la Registrul Comertului sub nr./ *registered with the Trade Register under no.* __, CUI __, Prin semnarea prezentei/ *By signing this:*

a) Declar ca am primit un exemplar al „Contractului de achizitionare produse si servicii bancare – persoane juridice” valabil din **13.03.2021** si confirm ca am inteles si acceptat continutul acestora / *I hereby declare that I have received a copy of the " General Business Conditions –Framework Agreement - Legal Persons " valid from 13.03.2021 and confirm that I have understood and accepted the content;*

b) Declar ca am primit un exemplar al „Tarifelor si Comisioanelor” – valabile din **28.02.2020**, parte integranta a „Contractului de achizitionare produse si servicii bancare – persoane juridice”, ca am inteles si am acceptat in totalitate continutul acestora/ *I hereby declare that I have received a copy of the " Fees & Commissions", valid from 28.02.2020, which is an integral part of the " General Business Conditions –Framework Agreement - Legal Persons ", that I have understood and accepted in full its content;*

c) Declar ca sunt de acord ca relatiile de afaceri cu Credit Agricole Bank - Romania S.A. sunt guvernate de prevederile „Contractului de achizitionare produse si servicii bancare – persoane juridice”/ *I hereby declare that I agree that the business relationship with Credit Agricole Bank - Romania S.A. are governed by the provisions of the " General Business Conditions –Framework Agreement - Legal Persons".*

Data:

| | |
|---|--|
| <p>Client (Titular/ Denumire))/ Customer (Holder / Name)</p> <p>Denumire Societate/ <i>Company Name</i> Nume/Prenume/ <i>Name / Surname</i> * Semnatura/Signature** _____</p> <p>Nume/Prenume/ <i>Name / Surname</i>* Semnatura/Signature** _____</p> | <p>Credit Agricole Bank Romania S.A.Bucuresti Prin sucursala/ <i>Through the branch:</i></p> <p>Nume/ Prenume/ <i>Name / Surname</i> Director Sucursala/ <i>Branch Manager</i> Semnatura/Signature _____</p> <p>Nume/ Prenume/ <i>Name / Surname</i> Functie/ <i>Position</i> Semnatura/Signature _____</p> |
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CHAPTER I

GENERAL BUSINESS CONDITIONS OF CREDIT AGRICOLE BANK ROMANIA S.A.

1. INTRODUCTION

(1) These General Business Conditions (hereinafter referred to as the “GBC”) govern the general framework for the contractual relationships between the Bank, via its territorial units (hereinafter referred to as “the Bank”) and its Customers (hereinafter referred to as “the Customer”).

(2) The Customer’s relationship with the Bank shall be based on good faith, professional and business ethics and mutual trust, in order to avoid harming the interests of either party. The GBC have the legal value of an agreement and are binding on the parties and shall be concluded for an indefinite period.

The Customer acknowledges that it is in its interest and agrees that the Bank relies on the prudential banking principle, in its work.

(3) These GBC, along with the Application for entering into a business relationship with the Bank and the Application for the purchase of banking products and services, signed by both parties, shall constitute **the Framework Agreement** under which the relationship between the Bank and the Customer shall be pursued and shall be valid until the termination of all the legal relationships between the Bank and the Customer. These, along with “Fees and Commissions” shall govern the relationship between the Bank and the Customer, along with the Bank’s rules, the legislative acts into force, the regulations of the National Bank of Romania, and the domestic and international banking practices and customs.

(4) **Any matters not covered by these GBC shall be governed by the legal provisions in force and by the agreements concluded by the Customer with the Bank. In case of discrepancy between the express provisions of any agreement or document signed by the Customer and the Bank and the GBC, the express provisions of the specific agreements and documents of a derogating nature shall prevail.**

(5) The signing of this document by the Customer shall mean its understanding and acceptance of the content of these GBC.

(6) The Customer shall be entitled to benefit from all the products and services provided by the Bank, in accordance with the Bank’s terms and conditions, strictly in compliance with its provisions and the legal regulations in force. Moreover, the Customer may also waive one or more of the services contracted from the Bank, as agreed with the Bank.

2. DEFINITIONS

Bank: Credit Agricole Bank Romania S.A., with the registered office in Romania, Bucharest, 19 Berzei St., District 1, registered with the Trade Register under no. J40/3797/1996, with the Tax Identification No. 8490099, registered with the Bank Register under number RB-PJR-40-033/1999, both through its headquarters and through its territorial units. The Bank’s supervisory authority is the National Bank of Romania (the NBR), with the headquarters in Romania, Bucharest, 25 Lipscani Street, District 3, postal code 030031 (www.bnro.ro)

Payment beneficiary: the intended recipient of the funds which are the subject of a payment transaction.

Beneficial owner: any individual who ultimately owns or controls the Customer and/or the individual on whose behalf a transaction or an activity is carried out, which includes at least:

a) For legal entities (legal persons, including self-employed professionals):

- (i) The individual(s) who ultimately own(s) or control(s) a legal entity, by exercising, either directly or indirectly, the ownership of a sufficient percentage of the shares or voting rights or by way of the equity interests relating to that entity, including the holding of bearer shares, or by otherwise exercising control, other than a company listed on a regulated market that is subject to disclosure requirements in line with the EU law or equivalent international standards ensuring an appropriate level of transparency of the information on the exercise of the ownership. The holding of 25% plus one of the shares or equity interests relating to a customer of over 25% by an individual is an indication of the direct exercise of the ownership. The holding of 25% plus one of the shares or equity interests relating to a customer of over 25% by an entity under the control of (an) individual(s) or by several corporate entities under the control of that (those) same individual(s) is an indication of the indirect exercise of the ownership;

- (ii) If, after having exhausted all possible means and provided that there are no grounds for suspicion, no person is identified in accordance with (i) or there is any doubt that the identified person(s) is (are) the beneficial owner(s), the individual(s) holding (a) senior management position(s), the required entities will keep records of the steps taken to identify the beneficial owners in accordance with sub-section (i) and the current one;

(b) In the case of trusts:

- (i) The establishing entity;
- (ii) The trustee(s);

- (iii) The protector, if any;
- (iv) The beneficiaries or, if the persons benefiting from the legal construction or the legal entity have not been identified yet, the category of persons in whose primary interest the legal construction or legal entity is established or operates;
- (v) Any other individual ultimately exercising control over the trust through the direct or indirect exercise of the ownership or by other means;

(c) In the case of legal entities such as foundations and legal constructions similar to trusts, the individual(s) holding positions equivalent or similar to those referred to in (b).

BIC (Bank Identification Code): also known as the SWIFT address, is a code that uniquely identifies a banking institution.

The BIC code is NOT a mandatory requirement for cross-border payments carried out within the European Union (EU)/the European Economic Area (EEA).

Customer: a legal person organised under the law, including its legal successors that starts a business relationship with the Bank by the purchase of banking products and services.

SHA (Shared Charging Principle) fees: the ordering Customer pays all the fees of its Bank, and the beneficiary covers the fees of its bank and any other banking channel fees.

Note: for credit transfer payment transactions in any currency carried out within the European Union (EU)/the European Economic Area (EEA) where both the payer's and the payment beneficiary's payment service providers are in its territory, the fees applied are only of the SHA type.

OUR fees: all the fees are incumbent on the Customer ordering the payment.

BEN fees: all the fees are incumbent on the Customer who is the beneficiary of the payment, and any fees are deducted from the amount ordered by the payer.

Account: the bank account in which the Customer's cash and/or the amounts made available by the Bank are recorded.

Payment account: a current account opened with the Bank in the Customer's name and used for the execution of payment transactions.

Banking Product and Service Purchasing Agreement (CAPSB): the document consisting of the General Business Conditions of Credit Agricole Bank Romania S.A. – Framework Agreement; Agreements – banking products and services; Common Provisions; the Application for entering into a business relationship with the Bank, the Application for the purchase of banking products and service; Fees and Commissions.

Value date:

1. The reference date used by the Bank to calculate the interest related to the funds debited from or credited to the payment account.

2. The date when the funds are transferred to the next institution of the banking channel: the beneficiary's institution or the intermediary institution, as appropriate. Depending on the date when the settlement takes place compared to the transaction date or to the PO acceptance date, respectively, the value date can be:

- **Spot (T+2):** the settlement date is equal to the payment order receipt date + two banking business days after the transaction date;
- **Today (T):** the settlement date is equal to the payment order receipt date;
- **Tomorrow (T+1):** the settlement date shall be equal to the payment order receipt date + a banking business day after the transaction date.

The **maximum deadline for execution** of payment transactions by credit transfer differs depending on the location of the payment service provider of the payment beneficiary, as follows:

a) **T+1:** no later than the end of the next business day after the receipt of the payment order for national interbank transactions in RON and for cross-border payment transactions, regardless of the currency, carried out to accounts opened with other payment service providers from the European Union (EU) or the European Economic Area (EEA).

b) **T+2:** no later than the end of the second business day after the receipt of the payment order, for cross-border payment transactions in foreign currency to accounts opened with other payment service providers abroad, with the exceptions provided for in letter a) of this article.

The payments made with "Today" or "Tomorrow" are deemed to be urgent payments.

Interest: the amount paid for the use of the money/the amount charged by the Bank for loans, expressed as a percentage rate, for a certain period of time, generally an annual rate.

Account statement: the document that reflects all the operations performed in the account (e.g., transactions carried out by the Customer, taxes, fees, charges and interest).

IBAN (International Bank Account Number): the standard way to uniquely identify an account in order to improve efficiency and speed in making payments in the European area. The IBAN has a maximum of 34 alphanumeric characters and has a country-specific length. It is composed of the country code, two check digits, the identifier of the banking institution and the account number. The length of the IBAN related to the accounts opened with banking institutions in Romania is 24 alphanumeric characters.

Proxy: any individual appointed by the Customer to act for it and on its behalf.

KYC/AML: Know Your Customer standards for preventing money laundering and terrorism financing.

FATCA (Foreign Account Tax Compliance Act): the law on tax compliance applicable to foreign accounts

TIN (Tax Identification Number): a US tax identification number.

Statement of tax residence: a tax compliance statement due to the implementation in Romania of the automatic information exchange agreement (CRS) – there is additional information on the OECD website.

NIF: Tax Identification Number.

Payment transaction: an action initiated by the payer or another person on behalf of the payer or the payment beneficiary for depositing, transferring or withdrawing funds, regardless of any subsequent obligations between the payer and the payment beneficiary.

Cut-off time: the time by which payment instructions can be received in order to be considered as received on the current date. The payment instructions received after the indicated cut-off time shall be deemed to be received on the next Business day.

Payment order: any instruction issued by the payer or the payment beneficiary to the Bank requesting the execution of a payment transaction.

Publicly exposed individuals: ones exercising or having exercised prominent public functions, their immediate family members and persons publicly known to be close associates of the individuals exercising prominent public functions (including functions exercised at Community or international level). The persons exercising prominent public functions are:

- (a) Heads of State, heads of government, ministers and deputy or assistant ministers;
- (b) Members of parliaments or of similar legislative bodies;
- (c) Members of the governing bodies of political parties;
- (d) Members of supreme courts, of constitutional courts or of other high-level judicial bodies whose decisions are not subject to further appeal, except in exceptional circumstances;
- (e) Members of courts of auditors or of the boards of central banks;
- (f) Ambassadors, chargés d'affaires and high-ranking officers in the armed forces;
- (g) Members of the administrative, management or supervisory bodies of state-owned enterprises;
- (h) Managers, deputy managers and members of Boards of Directors or members with equivalent positions within an international organisation.

No public office referred to in points (a) to (h) shall include middle ranking or more junior officials.

Payer: the holder of a payment account who has agreed to making a payment from that payment account or, in the absence of a payment account, the person issuing a payment order.

Working hours: the period during a business day in which the Bank allows the Customer access to its territorial units in order to carry out banking operations, according to the cut-off time specific for each type of operation, as notified to the Customer by display or other means.

Payment reference: the numeric or alphanumeric combination notified to the Customer by the Bank in order to identify the payment transaction.

Legal representative: the individual or legal person who is empowered by law, under the Instrument of Incorporation or any other statutory document, to represent a legal person in dealings with the Bank. Legal representatives shall be entered in the Bank records as Proxies.

SEPA (Single EURO Payments Area): the single EURO payments area, where there are no differences between non-cash EUR, national or cross-border payments.

SWIFT (Society for the Worldwide Interbank Financial Telecommunication): the organisation that makes electronic and fund transfers between bank from different countries.

Password: a sequence of characters consisting of letters, digits or special characters, based on which information on the account transactions will be obtained.

Credit transfer: a payment transaction initiated by the payer and submitted to the payer's institution, which transfers funds to the beneficiary's institution.

Bank business day: any day of the week, except Saturdays and Sundays and national and/or public holidays, when the Bank is open for banking transactions with Customers according to the posted working hours.

2.1 DEFINITIONS SPECIFIC TO THE BUSINESS CARD PRODUCT:

Accepting entity: any professional (trader), bank unit or automatic teller machine (ATM/POS) accepting cards issued under the Mastercard Worldwide logo.

Debit card/Card: a non-cash payment instrument with national and international coverage, through which the Holder disposes of its own amounts existing in a payment account opened with the Bank.

Additional card: the card issued by the Bank for the Holder's account, based on its request, on behalf of a third party appointed by it, called the Authorised User.

CVV 2/CVC 2 code: a unique code, consisting of 3 digits, featured on the back of the Card, which can be used in the authorisation process for carrying out Internet transactions.

PIN (Personal Identification Number): the personal identification number assigned on a one-to-one basis by the issuer to a cardholder, which allows identifying the Holder/Authorised User when he/she/it uses a terminal, when the payment by card can be made by the electronic transfer of data related to a card, the PIN can be deemed to be the electronic equivalent of the Holder's/Authorised User's signature.

Card account: the payment account opened and maintained with the Bank by the Holder, which records all the transactions carried out by the Holder/Authorised User.

Settlement date: the date when the transaction carried out by card is registered in the Holder's account.

Transaction/operation date: the date when the card transactions are carried out.

Holder: the legal person in respect of whose account(s) the Bank issues the cards requested by it. The card Holder is the holder of the card account. Any reference to the Holder also applies exactly to Authorised Users, holders of additional cards, except for the provisions which, according to these GBC, are only applicable to the Holder.

Payment document: the receipt issued by the Terminal proving the transaction carried out with the Card.

Account statement: the document issued by the Bank at the end of a transaction period that includes at least the following data: the issue date, the transaction date, the Card account, information relating to each transaction carried out by the Holder/Authorised User from the Card account (information on the payment beneficiary, the payment transaction amount, the currency, the interest rate, the exchange rate, the debit value date for the Account).

Daily usage limits: the maximum amount set by the Bank for cash withdrawals and payments to traders. These limits may be amended based on a written application to that effect, and the related fee is mentioned under Fees and Commissions.

Mini-statement: a document issued by the Bank ATM reflecting the last 10 transactions made using the card.

Multicurrency: the possibility to link multiple accounts in different currencies (RON, EUR, USD) with a single card.

Card organisation: an international organisation (Visa Europe, Mastercard Worldwide, etc.) that regulates the terms and conditions for using the cards issued under the official logo.

3D Secure password: the password through which the Customer can make transactions on the Internet with the card at traders enrolled in the 3D secure system.

3D Secure system: an antifraud system consisting of a 6 (six) digit password received via SMS or the biometric authentication of the transaction in the vericard-conect mobile app for the card(s) enrolled in this app by the Holder/Authorised User for each payment carried out with the card on the Internet at a professional (trader) enrolled in this system. In order to make payments via the Internet, it is necessary to activate the card in advance (for a predetermined period and amount) for such transactions.

Contactless technology: it allows you to quickly carry out payment transactions by radio by simply placing a card close to a POS terminal or other terminals. Through the contactless technology, payment transactions are carried out only at Mastercard accepting traders that have installed POS terminals with contactless technology or other terminals that allow payments using the contactless technology.

Terminal: a device through which operations are initiated and carried out in the payment account to which the Holder's card is attached, which can be:

- **ATM:** the bank machine used for obtaining cash, as well as transferring funds, paying bills, depositing cash and obtaining information on the balance of the accounts relating to the card.
- **POS:** the electronic terminal that allows the authorisation and processing of an electronic transaction using a card.
- **Imprinter:** the tool that allows the transposition of the impression of the embossed items on the front of the Card onto the surface of a document certifying the execution of the transaction and representing the receipt signed by the Holder/Authorised User.

Card transaction: the operation by which a card is used to pay for goods and services and/or to obtain cash.

Authorised User: the individual empowered to use the account of the legal person via the card. The obligation of checking the legality of the card transactions rests solely with the Card Holder.

2.2 DEFINITIONS SPECIFIC TO THE Internet Banking and Mobile Banking SERVICE:

Mobile Banking app: a secure app provided to the Customer by the Bank for carrying out transactions and viewing account balances, using a mobile phone/tablet, on the basis of the Customer's identification.

Login: the procedure allowing the Customer to log into the Internet Banking and Mobile Banking service;

Authorisation: the procedure by which the paying Customer's consent is expressed for the execution of the payment transactions;

Beneficiary: an individual or legal person in whose favour an operation is ordered by the User. Beneficiaries are set up in the Internet Banking and/or Mobile Banking app

Application: the document by which the Customer shall fill out and present the Bank with the application for the purchase of banking products and services, an integral part of this Agreement. The Customer shall become the Internet Banking/Mobile Banking service user after the Bank's approval.

Registration code: the unique code provided by the Bank and used by users to log into the Internet Banking and Mobile Banking service. The validity of the code is 72 hours.

Login code: the unique code generated by the device with which the User has the identity created in the Internet Banking and Mobile Banking app and using which he/she can connect other devices to the Internet Banking and Mobile Banking app.

PIN code: consisting of 4 digits, set by the user when creating the identity on the device, browser or smartphone, with the help of which the user is identified in the Internet Banking and Mobile Banking app. The wrong entry of the PIN code three times in a row will block the access to the Internet Banking or Mobile Banking service by revoking the device. In this case, the user will go to the Bank to receive a new registration code and will resume the identity registration process. Moreover, the PIN code set to identify the user will also be used to sign the banking transactions.

QR code: a bar code, used on smartphones with Android or IOS operating systems, with the help of which the login to the Internet Banking app is achieved by scanning.

Customer's consent: the prior authorisation from the User for the execution by the payment service provider of a banking transaction carried out via the Internet Banking/Mobile Banking service, which consists of entering the PIN code.

A payment transaction may be authorised by the payer either before or after its execution if the payer and its payment service provider have agreed so.

The consent to execute a payment transaction or a series of payment transactions shall be given in the form agreed between the payment and its payment service provider.

The consent to execute a payment transaction may also be given through the payment beneficiary or the payment initiation service provider.

Cut-off time: the time specified by the Bank by which a bank transaction may be entered and authorised by the User in order to be deemed to be received by the Bank on the same business day.

Value date: the reference date used by the Bank to calculate the interest related to the funds debited from or credited to the Customer's account.

Device: a browser or a smartphone.

Compatible devices: the compatible mobile phones with Android and iOS operating systems.

Access elements: the information and devices made available to the Customer by the Bank that allow/ensure its login to the Internet Banking and Mobile Banking service. In this sense, the following are deemed to be Access elements: the username and the registration code, as well as the Mobile Token.

App installation: the Mobile Banking app is downloaded and installed by the Customer directly on the mobile phone, with an Android or iOS operating system, but also on devices without a SIM card, such as the iOS/Android tablet.

Device identity registration: the operation whereby the User initially logs in using the Username and the registration code received from the Bank.

Internet: the international computer network, whose connections are achieved through public communication lines (telephone, satellite, radio) and through which information can be transmitted and received by users.

M-PIN: a 4-digit PIN set by the Customer, used to sign bank transactions entered in the Internet Banking app.

M-PUSH: a notification received by the user on the smartphone or tablet device used to authorise bank transactions entered in the Internet Banking app.

Instruction Manual: a set of instructions for using the Internet banking and Mobile banking service, available on the Bank's website, www.credit-agricole.ro, under Internet Banking and Mobile Banking.

Mobile Token: a smartphone type of device (with Android or IOS operating system) with which the User can log into the Internet banking app, which is used for generating a login code for login on other browser or smartphone type of devices or for scanning the QR code in the Internet banking app.

Time of receipt: the time when an instruction issued by the Customer is deemed to have been accepted by the Bank. The instruction is deemed to have been accepted by the Bank when the Customer authorises the bank transaction by the electronic signature. Bank transactions carried out by the Customer through the Internet banking/Mobile banking service shall be processed according to the cut-off times for the acceptance of instructions for the type of instruction as stated on the Bank's website. If the time of receipt exceeds the corresponding cut-off time, the bank transaction will be deemed to have been received on the next business day.

Email and inbox notification: the message sent on the performance of bank transactions by the user, if this option has been selected.

Standing order: a payment scheduled to be processed on a certain date, with daily, weekly, monthly, quarterly, annual or bi-annual frequency.

Remote payment transaction: a payment operation initiated via the Internet or through a device that can be used for remote communication.

Mobile telephone operator: the app used for the Mobile banking service can be downloaded on any mobile phone, regardless of the mobile telephone network in the country or abroad.

Registration code regeneration: the action by which the unique registration code is regenerated based on the Customer's request. This option is necessary in case the access to the app is blocked for the following reasons: the entering of the login code/PIN code three times in a row, the loss/theft of the phone/tablet where the app is installed, other technical reasons (a malfunctioning device, etc).

Internet banking service: the Internet Banking type of remote bank transaction processing service, available through a public website (the Internet) and accessible only to Bank customers. For the purposes of this Agreement, the parties shall consider, as the case may be, the service provided by the Bank and/or the software that allows its use.

Username: the name provided to the Customer by the Bank, with which it identifies itself in order to access the Internet banking and Mobile banking service.

Banking business day: a day of the week in which banks in Romania are open to the public and carry out banking operations, except for Saturdays, Sundays or public holidays.

User: a Customer who is an individual or a person empowered to use the Internet and Mobile banking service.

Web Token (Browser): a desktop computer or laptop using a Google Chrome, Internet Explorer or Microsoft Edge browser, with which a User can log into the Internet Banking app using the registration code received from the Bank or authentication codes generated by other devices.

2.3 DEFINITIONS SPECIFIC TO THE Biometric Authentication SERVICE:

Biometric authentication: the procedure that allows the Customer to be identified via biometrics (fingerprint, facial recognition) and to carry out the transaction on the Internet using the card, with traders enrolled in the 3D secure system.

Internet: the international computer network, whose connections are achieved through public communication lines (telephone, satellite, radio) and through which information can be transmitted and received by users.

OTP message: generated by the server to identify the Customer.

M-PUSH: the notification received by the user on the mobile device used for the biometric authentication, featuring a fingerprint sensor, which the Customer uses to be identified.

Vericard-conect app: a secure app provided by the Bank to the Customer, in order to carry out card transactions on the Internet, via the mobile device, based on the Customer's biometric identification.

Compatible devices: compatible mobile devices with the Android and iOS operating systems. The Customer's mobile device must be equipped with active GPRS and must be able to exchange mobile data over the Internet via GPRS or another Internet access point.

App installation: the biometric authentication app is downloaded from the Google and Apple stores and is installed by the Customer directly on the mobile devices with Android and iOS operating systems.

Mobile telephone operator: the app used for the biometric authentication service can be downloaded on any mobile device, regardless of the national or foreign mobile telephone network.

3. THE OPENING AND MANAGEMENT OF PAYMENT ACCOUNTS

3.1. Account opening

- (1) The opening of payment accounts in RON and foreign currency shall be made according to the internal procedures and regulations in force, based on the documents requested by the Bank.
- (2) The Bank shall have the right to refuse the opening of a payment account if it receives incomplete or insufficient information, without having the obligation to give reasons for such refusal.
- (3) The Bank is not under the obligation to verify the authenticity, completeness or validity of any documents drawn up in Romanian or a foreign language concerning: the appointment of guardians and executors of wills.
- (4) The Customer shall cover any current or future loss due to the forgery, legal invalidity or incorrect interpretation and/or translation of such documents submitted to the Bank.
- (5) The Bank shall assign a unique identification code (account number and/or IBAN code) to each account. The Bank may change the account number/IBAN code if the Bank's computer app management or the legal provisions require it, by informing the Customer regarding the change at least two months in advance.
- (6) If the Bank becomes aware, by any means, of any disputes/conflicts/misunderstandings whatsoever between the Customer's proxies, the Bank will have the right to suspend the execution of any instruction indefinitely (e.g.: crediting and debiting of the account, instructions under any specific agreement concluded with the Bank, etc.) until the clarification of the situation, based on documents requested by the Bank. If, within a reasonable period of time, the situation is not clarified, the Bank may decide to terminate the contractual relationship. The Customer shall exempt the Bank from any liability for the losses which it might suffer as a result of the occurrence of such situation.

3.2. Customer identification

- (1) The Bank has both the right and the obligation to verify the identity of the Customer or of any person acting on its behalf and/or of the beneficial owner, on beginning the business relationships with them, on providing banking products/services or at any time during the pursuit of such banking relationship.
- (2) The identity of the legal representatives/proxies/beneficial owners acting on behalf of the Customer shall be proved on the basis of a valid identity document (ID card/passport, etc.) issued according to the laws in force.
- (3) These GBC shall be mandatory for both the Customer and the legal representative/proxy/beneficial owner thereof.
- (4) The specimen signatures of the holder/proxies, as notified to the Bank, shall be deemed valid and shall remain in force during the term of the office granted as long as they have not been revoked by a written notice given to the Bank.
- (5) The Bank may ask the Customer for any documents deemed necessary related to the powers of attorney or their amendment.
- (6) The Bank may disregard the office granted based on a power of attorney specifying no duration, if more than three years have passed from the authentication thereof.
- (7) The revocation or replacement of the proxies may be done by the Customer through the same type of document as the one by which the power of attorney was given, namely by written statement given before the Bank officer or by statement authenticated by a notary public.
- (8) The revocation or replacement of the proxies may only be done at the territorial unit of the Bank which has opened and manages the account and shall enter into force no later than the day following its approval by the Bank, based on the documents submitted by the Customer.

3.3. Changes in the Customer's identification data

- (1) The Customer shall inform the Bank about any changes in its situation, the documents that were the basis for opening the account, and any other documents/information relevant to the relationship with the Bank, in writing and immediately, also submitting the related supporting documents. The changes considered to be public under the law shall also be notified to the Bank in writing and immediately.
- (2) If, within the regular reassessment of the Customer file, the Bank finds that there are expired identity documents (of the holder or of the legal representatives/proxies/beneficial owners), the Customer will be notified in writing and will have the obligation to submit documents to the Bank, in the form and manner accepted by it, within 30 calendar days from the date of the notification. If they are not submitted within the period stipulated, the Bank has the right to freeze the accounts, to restrict the access to the services or products used by the Customer or to terminate the General Business Conditions, according to Chapter I, art. 6(2) of this Agreement.
- (3) The Bank shall not be liable in any way for any damages suffered by the Customer or third parties as a result of the delayed notification of the changes or the failure to notify them.
- (4) The notification of the changes referred to above shall be enforceable against the Bank beginning no later than the business day following the receipt of the notification by the Bank, as proven with the Bank's registration stamp, affixed onto the Customer's copy or via the acknowledgement of receipt signed by the Bank. Any notification received outside the working hours shall be deemed to be valid starting on the next business day.

(5) For any changes of the personal data or any other changes, the Customer may go to any territorial unit of the Bank.

3.4. The account statement

(1) The operations carried out and the amounts in the Customer's accounts shall be reflected in the account statements, which are valid proof in any court or other proceedings between the Bank and the Customer.

(2) The account statement shall be issued by the Bank based on and according to the Customer's request to that effect, once a month, free of charge, and shall be delivered through the Bank's territorial units from where the Customer can pick it up. The Bank shall be exempted from liability for any deficiencies and/or errors that might occur in the delivery of the account statements, according to the Customer's option.

(3) Based on the Customer's request, the Bank may issue duplicates of the account statements, which shall be subject to fees according to the "Fees and Commissions" in force or any other written agreement between the Bank and the Customer related to fees.

(4) The Customer shall verify the correctness of the operations recorded in the account statement and in the supporting documents after receiving them, and, if it discovers any wrong operations, it will be under the obligation to notify the Bank in writing within 5 (five) days of the account statement delivery in the agreed form. The Customer shall have the right to subsequently call into question the account for registration or calculation errors, omissions or double recording within one month of the receipt of the account statement or the account closure by registered letter with acknowledgment of receipt.

3.5. Interest, fees, charges and the exchange rate

3.5.1. Interest. Interest rate changes

(1) The Bank shall calculate the interest on the daily balance of the Customer's payment account, in accordance with the interest rate stipulated in the "Interest List" and visibly displayed in its territorial units or on the Bank's website.

(2) The interest payable to the Customer by the Bank for the Customer's deposits/accounts opened with the Bank in RON, EUR, USD, GBP shall be calculated according to the following formula: $d = S \times n \times r\% / 365$; (where: d = the calculated interest, S = the current amount, n = the number of days, r = the interest rate).

(3) The date when the Bank transfers the interest to the payment and savings accounts shall be the 15th of each month.

(4) For accounts/deposits, the Bank shall use the level of interest according to the product characteristics and shall credit the Customer's account with the interest related to the amounts of the accounts or deposits, according to the contractual terms.

(5) The method of calculating the above-mentioned interest shall apply accordingly to any operation involving a calculation of the interest payable to the Customer by the Bank, to which the Customer is a party, unless another method of calculation agreed upon in writing between the Bank and the Customer in another document is established.

(6) If a banking transaction involves an interest payable by the Customer to the Bank, the calculation formula is: $d = S \times n \times r\% / 360$; (where: d = the calculated interest, S = the current amount, n = the number of days, r = the interest rate), unless another method of calculation agreed upon in writing between the Bank and the Customer in another document is established.

(7) If the Customer fails to pay off any of its payment obligations to the Bank relating to a banking transaction, the Bank may request the payment of penalties related to the unpaid amount. The unpaid amount shall bear penalty interest starting from the first day (inclusive) to the day when the payment is made (exclusive of it).

(8) Any interest rate changes other than those relating to specific ongoing agreements shall be notified to any Customer that is a legal person by their displaying at the Bank's counters or by posting on the Bank's website and shall be applicable immediately after their displaying or posting, without any other prior notice.

3.5.2. Fees, charges and the exchange rate

(1) The fees, charges and taxes charged to the Customer for the products and services requested by the Customer and provided by the Bank shall be the standard ones provided for in "Fees and Commissions" and made public, unless the Bank and the Customer have agreed on different levels thereof, separately, in writing.

(2) The special/additional banking transactions and those not provided for in the Bank tariffs shall be additionally charged by equating them with similar transactions or, if they cannot be equated, by negotiation with the Customer requesting that service.

(3) The Bank shall be entitled to change the fees, charges and taxes at any time, under the law and in accordance with the agreements concluded with Customers. The changes shall be applicable from the date notified by the Bank and shall be available on the premises of the Bank's territorial units or on the Bank website.

(4) Unless otherwise specified, the fees, charges and taxes shall be calculated using the Bank exchange rate valid on the date of conversion for the account debiting.

(5) The Customer shall ensure the existence in the account of the cash required to pay the interest, bank fees and charges levied by the Bank, as determined and made public by the Bank.

3.6. Communications/information from the Bank for the Customer

(1) During the contractual relationship, the Customer shall have the right to request and receive support and information regarding the provisions of these GBC and any other information relating to the products and services provided by the Bank.

(2) The manner of informing the Customer, i.e. by posting on the Bank's website, on paper, at the counter, by SMS, via e-mail, in writing to the correspondence address provided to the Bank, shall be determined by the appropriate filling out of the Application for entering into a business relationship with the Bank.

(3) The written communications/notifications from the Bank shall be deemed to be valid from the next business day:

a) After the receipt if they have been delivered in person;

b) After the date featured on the acknowledgement of receipt in the possession of the sender if they have been submitted by registered letter with acknowledgment of receipt, including if the letter is returned to the sender, or after the date featured on the return envelope, as applicable;

c) After the date of the e-mail if they have been sent by e-mail.

(4) The Bank does not assume any responsibility regarding the effects and consequences resulting from the delay, non-receipt, damage, loss or other errors in the delivery of the messages, letters or documents, including those related to interbank and intrabank settlement operations.

3.7. The submission of instructions and the request for information – by the Customer

(1) The Customer may give instructions to the Bank either by going to the Bank offices or by using other means of communication or data transfer agreed with the Bank. The Customer shall use the means of communication and data transfer accepted by the Bank in accordance with the Bank's instructions.

(2) Any communications, instructions and requests submitted by the Customer to the Bank shall be drafted in writing, bearing the corresponding signatures and shall be in accordance with the procedures and forms required by the Bank. Otherwise, the Bank reserves the right not to take into account any communications, instructions and requests that do not comply with the foregoing.

(3) The Bank shall not receive or execute any instruction received by fax or telephone from the Customer before signing an agreement on account transactions via telephone or fax instructions.

(4) Any instructions or orders submitted to the Bank shall be clear. The changes, confirmations or repetitions of previous orders shall be recorded separately.

(5) Any notifications and documents from the Customer to the Bank shall be sent to the latter during the working hours and shall be considered to be received by the Bank from the Customer at the time when they are recorded as incoming by the Bank, unless otherwise provided for in these GBC or in the specific agreements. The communications and documents submitted after 15:00 shall be considered to be received and shall be recorded on the next banking business day.

(6) The forms, means of communication and data transfer which the Bank has made available to the Customer shall be kept and used by the Customer with care and in accordance with the Bank's regulations.

(7) If the Customer discovers any irregularity such as the loss, theft or misuse of these forms, means of communication or data transfer, it shall inform the Bank without delay. The consequences of the misuse of the forms, means of communication or data transfer shall be considered to be the Customer's responsibility. The Bank shall only rectify any defects of the means of communication or data transfer provided by the Bank to the Customer.

(8) The Customer may request information about its account by telephone, based on a password notified to the Bank on filling out the Application for the purchase of banking products and services.

(9) The Customer's or its proxies' telephone conversations with the Bank may be recorded in order to ensure a maximum level of security of the transactions ordered to the Bank/carried out by the Bank and may be used as proof of the ordered/performed transactions. By signing these GBC, the Customer expressly agrees with the foregoing.

3.8. The relationship with third parties

(1) The Customer understands and accepts that Bank services may be carried out by one or more companies affiliated to the Bank or by any other specialised third company or subcontractors thereof.

(2) The Bank shall not be liable to the Customer for the selection and/or activity of these third parties unless the Bank has acted maliciously or exhibited gross negligence in selecting the third party.

4. THE OPERATION OF THE ACCOUNT

(1) The Bank accepts the use of the account in order to carry out cash deposits and withdrawals, interbank and intrabank transfers, the collection and payment of debt instruments and of other valid payment instruments, foreign exchanges, deposit creation and savings account funding.

(2) The Bank shall carry out the operations ordered by the Customer in its payment account, within the limit of the cash available in the account, in compliance with the banking rules and customs and the laws in force. The failure to ensure the cash in the payment account indicated by the Customer to be debited shall entail the Bank's refusal to execute its order.

(3) The Bank shall allow the performance of operations in the Customer's account only if they are authorised. Any operations for which the Customer has expressed its written consent by the signing of the documents by the persons authorised to carry out account operations and within the limits of the mandate granted by the Customer, according to the specimen signature submitted to the Bank, are deemed to be authorised.

(4) The Customer shall submit the forms/documents either typed or filled out with blue or black pen, without corrections or erasures, in original, in accordance with the customs and legal rules in force.

(5) Any instructions (receipts, payments, etc.) can be received by the Bank in order to execute them (crediting/debiting) to/from the Customer's accounts only on business days during the working hours and in compliance with the cut-off time for each type of instruction, as notified to the Customer by the Bank.

4.1. Receipts/payments

(1) Throughout the business relationships, the Bank is authorised to carry out receipts and payments to/from the Customer's accounts in accordance with the instructions received from it.

(2) The mandatory elements for a payment order are:

(a) The identification as a payment order;

(b) The identification of the payer by the name, address (including the country), the account/IBAN code of its account opened with the Bank or simply by name, address and Tax Identification No. if the payer has no account opened with the Bank;

(c) The identification of the beneficiary by the name, address, account – IBAN code of its account opened with the beneficiary's Bank and the BIC code (only in case of cross-border payments outside the European Union/European Economic Area) of its bank or by the name, address and Personal Identification Number/Tax Identification No. if the beneficiary does not have an account opened with the Bank; for SEPA payments and payments within the European Union/European Economic Area, the account number shall be in IBAN format;

(d) The identification of the beneficiary's bank, the name and, optionally, the BIC code;

(e) The amount and currency of the transaction;

(f) The issue date of the payment order, which shall be unique, possible and certain;

(g) The element or elements allowing the verification of the payment order authenticity by the payer's Bank;

(h) The fee charging method (OUR, BEN, SHA) (in case of cross-border payments within the European Union/European Economic Area, only the SHA option is possible);

(i) Any payment details/additional information which the payer wishes to submit to the beneficiary, including the documents underlying the transaction;

(j) The mention "urgent" represents the express order of the paying Customer to the Bank to execute the transfer in a shorter period compared to the period established to the usual processing of this operation and in compliance with the deadline for receipt set by the Bank;

(k) The payer's signature according to the specimen signature submitted to the Bank, also accompanied by the stamp.

(3) The Bank may accept payment instructions sent by the Customer if the following conditions are met:

(a) The Customer has stated the Unique Identification Code in order to correctly execute the payment orders;

(b) The account balance allows the execution of the payment (covering both the amount of the payments and the related fees) and is not preserved; the Bank shall separately record the total amount of the payment transaction and the fees charged;

(c) The Bank is in possession of all transfer information, including, but not limited to: the account number/IBAN code, the beneficiary of the transfer and any other information required by the Bank for the transfer, but the Bank is not required to verify the validity/accuracy of said information;

(d) There are no reasonable grounds for the Bank to question the authenticity of the payment order in terms of the origin, content or signatures;

(e) The payment is in accordance with the applicable laws, regulations and banking customs, and the Customer is not in breach of its commitments to the Bank, and the transfer order does not cause any damage to the Bank.

(4) The Bank is under no obligation to verify the name of the account holder which the Customer specifies as being the beneficiary in the payment order or his/her account number, making the payment to the account indicated in the payment instruction.

(5) The payment order is deemed to be correctly executed in respect of the payment beneficiary specified by the unique identification code if the order is executed in accordance with the unique identification code provided by the Customer. If the unique identification code provided by the Customer is incorrect, the Bank is not responsible for the non-execution or defective execution of the payment transaction.

(6) Before initiating the payment transaction, the Bank shall inform the Customer of all fees and the exchange rate to be used in the payment transaction. The Customer accepts the currency conversion service based on this information.

(7) The acceptance by the Bank of payment instructions or other operations requested by the Customer shall be conditional on the compliance with the deadline set by the Bank for their processing.

- (8) The time of receipt of a payment order is the time when it is deemed to be accepted by the Bank, which agrees to provide the service of transferring the funds corresponding to the amount stipulated in the payment order, according to the terms and conditions set by the issuer through that payment order. The Customer agrees that the Bank's signature and stamp affixed onto the payment order in paper form is not the acceptance for execution, but only attests to its receipt by the Bank.
- (9) If the time of receipt of the payment order is after the cut-off time set by the Bank, any instruction will be deemed to be received on the next business day.
- (10) If the Customer and the Bank agree that the payment order is to be executed on a certain day or at the end of a period or on the day when the Customer provides the funds to the Bank, the time of receipt is deemed to be the agreed day. If the agreed day is a non-business day, the Bank will deem the instruction to be received on the next business day.
- (11) The cut-off time for receiving the documents based on which to perform the transactions ordered by the Customer shall be made public by displaying at the Bank's counters and on the Bank's website.
- (12) In business dealings, the Customer accepts that the Bank is entitled to perform the transfers ordered by the Customer through its network of correspondent banks and/or clearing houses/systems, depending on the Bank's policy and regulations, and the Bank is not responsible for its correspondents' actions or inactions.
- (13) The Bank is exempted from liability in the event of a delay in the receipt of credit opinions from partner banks caused by public holidays, the external bank circuit or any other cause not attributable to the Bank.
- (14) For foreign currency payments, the Customer may choose the fee charging method used in that transaction (SHA/OUR/BEN).
- (15) The Customer has taken note of the fact and agreed that, without any previous notice to it, the Bank is entitled to change the way fees are charged to SHA and to execute the payment instructions accordingly if:
- (a) The payment beneficiary's account for payment by credit transfer in EUR, as indicated by the paying Customer in the payment order, belongs to a bank/branch/institution participating in the SEPA payment scheme (*SEPA Payments*);
 - (b) The payment beneficiary's account for payment by credit transfer, regardless of the currency, as indicated by the paying Customer in the payment order, belongs to a bank/branch/institution located in the European Union/European Economic Area;
 - (c) The Customer has not chosen SHA as the fee charging method or has not specified the fee charging method in any way.
- (16) The payments ordered by the Customer shall be made in the currency mutually agreed by the parties.
- (17) The debit value date for the Customer's account shall not be earlier than the time when the amount that is the subject of the payment transaction is debited from the account.
- (18) The receipts/payments shall be made in accordance with the instructions received in the SWIFT message/payment form. The Customer's account crediting/debiting currency shall implicitly be the currency stipulated in the payment form.
- (19) If the Customer provides additional information in the payment order, the Bank is only responsible for performing payment transactions, in accordance with the unique identification code provided by the Customer. The special instructions featured on the transfer order in terms of how to use the money are only related to the beneficiary of the transfer and are not addressed to the Bank.
- (20) The settlements are firm and irrevocable, except direct debiting (Direct Debit, Standing Order), which may be revoked by the Payer by the end of the business day preceding the agreed day for the account debiting at the latest, based on a written request.
- (21) If the Customer requests the revocation of the payment order after the time of receipt, the Bank cannot guarantee the revocation of the instruction and the return of the funds involved in the transaction, but it will make every effort to do so. The Bank has the right to charge a cancellation fee as stated in Fees and Commissions.
- (22) The receipt of any amount of money in favour of the Customer shall be registered in its account on the day of the receipt and according to the cut-off time for the operations, while observing the ordered value date, unless the Bank has otherwise agreed in writing with the Customer.
- (23) The Bank shall only execute receipts based on the correlation between the beneficiary's name and the IBAN code thereof.
- (24) For the collection of any amount of money, if the Customer has transferred the accounts from one territorial unit to the next, the Bank will credit the Customer's account on the basis of its Unique Identification Code.
- (25) The Bank assumes no liability for foreign currency receipts/payments in the following cases:
- a) In the event of a suspension of payments, a moratorium on payments or a seizure of amounts of money by the foreign collecting agent, by third parties in dealings with the collecting agent or by the authorities from its country;
 - b) If the beneficiary refuses the receipt;
 - c) In the event of a lack of information needed to process the operation.

(26) If the ordering party/beneficiary of a payment/receipt cannot be accurately identified, he/she/it will be required to provide the Bank with all the necessary identification data to process the transaction.

(27) If the Bank refuses to execute a payment order, the refusal and, insofar as possible, the reasons for the refusal and the procedure for correcting any factual errors leading to the refusal shall be notified to the Customer, unless prohibited by other relevant legal provisions. The notice shall be given by the Bank to the Customer in the agreed manner as soon as possible and, in any case, within the time limits specified in these GBC.

(28) If the Bank is liable for a non-executed/incorrectly executed payment transaction, it will immediately return to the Customer the amount which is the subject of the transaction and any interest owed, thus restoring the debited payment account to the condition in which it would have been had the payment transaction never taken place.

(29) The Bank shall be liable to the Customer for the correct execution within the set period of the payment transaction initiated by it. If the Bank can prove the correct execution of the payment transaction within the set period, the beneficiary's bank is liable for the non-execution/incorrect execution of the transaction.

(30) The Bank is liable to the Customer for any costs sustained, including any interest imposed on it, as a result of the non-execution or improper execution of the payment order.

(31) The Bank is exempted from the aforementioned liability in the following situations:

a) The transaction has not been executed or has been executed defectively as a result of the Customer providing an incorrect unique identification code;

b) The transaction has not been executed or has been executed defectively due to abnormal and unforeseen circumstances beyond the control of the person invoking them and whose consequences could not have been avoided despite all due care in this respect or if the Bank or another service provider is required to comply with other legal provisions.

(32) Foreign currency amounts shall be immediately subject, by law, to all the effects of statutory and legal provisions applicable in the countries of said currencies and/or in the countries of the correspondent banks working with said currencies and/or Romania, and to all measures taken by the authorities from those countries and to all "Force Majeure" events that may occur.

(33) The Bank shall not be held liable for any consequence prejudicing the Customer, which may arise from the circumstances referred to in the paragraph above, especially if such a situation may cause the disappearance, impairment, temporary or total unavailability of such assets in the countries concerned.

(34) The Bank may ask the Customer for supporting documents for the transactions performed. If the Customer refuses to provide supporting documents, the Bank may refuse to execute the transaction and may request the termination of the business relationship with that Customer.

(35) The Bank may take any measures it may deem necessary in its dealings with the Customer in order to comply with the legal provisions on the prevention and combating of money laundering and terrorist financing. The Customer is required to submit to the Bank, whenever it deems it necessary, any documents and/or statements deemed to be necessary to justify the transactions performed via the Bank and/or to determine the Customer's actual situation.

(36) The Bank reserves the right to refuse to perform the transactions ordered by the Customer/to terminate the relationship with the Customer in case of false statements or if it has suspicions regarding the reality of the statements made or documents provided by the Customer, and if the transactions have been ordered without complying with the Bank's internal rules and/or legal provisions in force.

4.2. Account operations without the Customer's consent

(1) The Bank has the right, without the Customer's permission:

a) To perform account operations based on an enforceable title issued by an enforcement body;

b) To freeze the accounts, including payment accounts to which cards are attached, on the basis of a document issued by the competent bodies under the law;

c) To make payments for outstanding debts and other commitments previously undertaken by the Customer towards the Bank;

d) To cancel operations performed erroneously by the Bank and ones performed on a "subject to" basis (with supporting documents for the statement);

e) To perform operations in any other cases provided for by the law.

(2) The Bank shall have the right to debit/credit the Customer's account with amounts (including related interest) as a result of complaints from the payer, the payer's payment service provider, the beneficial owner or the identification of an error by the Bank. If the Customer's account is credited by the Bank with any amount by mistake, the Customer is required to notify the Bank as soon as it becomes aware of such incorrect crediting. The Customer shall retain that amount for the Bank and may not withdraw, transfer or dispose of that amount in any way, either in whole or in part. If the Customer breaches this undertaken obligation, it agrees to immediately repay said amount to the Bank and to indemnify the Bank for any loss suffered by it as a result of it.

(3) The Bank shall have the right to charge fees and bank charges to the Customer for the payment of its services, in accordance with "Fees and Commissions" or any written arrangements between the parties. The Bank is irrevocably and unconditionally authorised to debit the Customer's accounts with amounts representing fees, interests or other debts of the Customer to the Bank without the Customer's prior permission.

(4) The Bank may offset the debit and credit balances of all accounts opened by a Customer. In this case, if a Customer's account denominated in a currency other than the currency of the debt to the Bank is debited, it will perform the foreign exchange using the Bank's exchange rate of the exchange date.

4.3. Cash deposits/withdrawals

(1) Over the course of the business relationships, the Bank is irrevocably and unconditionally empowered by the Customer to accept cash deposits on behalf of the Customer and to credit the payment account thereof with the relevant amount.

(2) The Customer may dispose of the amounts in its account or by cash withdrawals, under the law. For cash withdrawals in excess of certain amounts which the Bank may establish, the Customer shall notify the Bank one (1) business day before the withdrawal.

(3) Cash deposits made on behalf of the Customer, including by it, into its account, shall be credited and remunerated with the corresponding interest rate of the deposit date, according to the "Fees and Commissions". Cash deposits made on non-banking days shall be processed, but their value date shall be the next banking business day.

(4) The Customer's consent for an operation shall be given by the signing of the cash deposit/withdrawal documents by the persons authorised to carry out account operations within the limit of the mandate given by the Customer.

(5) The Customer irrevocably and unconditionally empowers the Bank to accept cash deposits in its account, including from third parties, by identifying them on the basis of identity documents. The Customer/depositor is directly liable for this operation under the Romanian legislation in force, as well as for the submission of the documents and/or statements deemed to be necessary to justify the cash deposits.

4.4. The execution of orders for the sale/purchase of foreign currencies

(1) The Bank executes orders for the purchase and sale of foreign currencies in accordance with the laws and regulations issued by the National Bank of Romania in this respect.

(2) The Bank is authorised to execute foreign exchange transactions (sale/purchase of foreign currencies) without the Customer's permission in the following situations:

a) Based on a final and enforceable judgment or another title, under the law;

b) In order to cover interest, charges, fees or other debts recorded by the Customer to the Bank.

(3) Unless otherwise provided for by law, in its business dealings with Customers, the Bank shall use its own exchange rates in force on the date of the transaction. These rates shall be notified to Customers by displaying on the Bank's premises, as well as by other specific means (Reuters, Internet, etc.).

(4) The Bank reserves the right not to comply with the request for the cancellation of a foreign exchange if the initial transaction has been performed on the basis of a negotiation agreed with the Customer through a registered Bank telephone conversation or on the basis of a written instruction from the Customer.

4.5. Debt instruments (cheques, bills of exchange, promissory notes)

(1) The Bank shall issue cheques for the Customer in accordance with the legal provisions/internal regulations and if it is not featured in the database of the Payment Incidents Register (PIR) with major payment incidents.

(2) The Bank receives debt instruments in both the new and the old format for remission for collection or acceptance and settlement (only subject to the exceptions laid down by the legal framework).

(3) The Customer shall be directly liable for the correct filling out of the debt instrument and its related documents (slip, supporting document, etc.).

(4) In order not to be exposed to the loss of the right of recourse, the Customer shall submit the debt instruments for collection, taking into account the settlement deadlines and circuits in force.

(5) For the debt instruments issued, the Customer shall ensure the cash starting from the issue date in the case of cheques and from the due date in the case of bills of exchange and promissory notes.

(6) Based on a request from the Customer and at its sole discretion, the Bank may credit the Customer's accounts with amounts representing the value, in whole or in part, of the debt instruments submitted to it for collection before the actual collection only if the Bank and the Customer have signed a loan agreement in this regard that regulates the working method and the execution conditions.

(7) The Customer undertakes to return all the promissory notes, bills of exchange and cheques that have been struck through to the Bank, based on its request. The Customer shall be solely responsible for using these methods of payment from the time of the receipt of the notification sent by the Bank for their return or from the time of termination of the contract relationship with the Bank.

(8) The Customer shall inform the Bank in writing of the theft/destruction/loss/cancellation of the debt instruments on the same day or on the next banking business day.

(9) The failure to provide the necessary funds to carry out the payment shall result in the refusal to pay under the current legislation, and the reporting of the payment incident to the Payment Incidents Register (PIR).

(10) In the absence of other instructions, the Bank may submit the matured bills of exchange and promissory notes, submitted as security/guarantee, and may protest them in case of default, and, to this end, it may issue instructions in due time on the amounts receivable abroad.

(11) The Customer agrees that the Bank may submit/carry payment instruments by post/courier service, exempting the Bank from any and all liability in case of loss/theft/destruction/forgery during transport.

(12) The Bank may unilaterally decide to withdraw the cheques that have been struck through and/or bills of exchange and promissory notes, in case of non-compliance with these GBC, and any agreements concluded with the Bank or in case of a breach of the laws in force.

4.6. Transactions with payment instruments (Cards)

(1) The issuance of Mastercard cards shall be performed strictly in accordance with the specific rules and regulations of the Mastercard Worldwide card organisation, and the applicable internal regulations.

(2) The Bank may unilaterally decide to withdraw the payment instruments in the event of non-observance of the terms stipulated in the specific agreement, these GBC, as well as any agreements concluded with the Bank or in the event of a breach of the legislation in force.

4.7. Deposits

(1) Deposits: Customers' cash available in special accounts that can be converted into liquidity at set times and for which the depositor receives interest on maturity.

(2) Based on a request from the Customer, the Bank may establish deposits in the national or a foreign currency for such amounts and terms as may be indicated by the Customer in the Deposit Contract in accordance with the internal regulations in force.

(3) For deposits, the Bank shall apply the interest level according to the product characteristics and shall credit the Customer's account with the interest related to the created deposits, according to the contractual conditions.

(4) Created deposits are secured subject to the conditions and limits provided for by the legal rules.

4.8. Forward transactions

(1) Forward transactions are executed on the basis of agreements concluded between the Customer and the Bank.

(2) The Bank is entitled to ask the Customer, within a reasonable period before the due date of that forward transaction, to confirm that the amounts held by the Customer will be received in its account, as opened with the Bank, during the period of time agreed with the Bank. If such a confirmation is not submitted to the Bank and there are circumstances that show that it does not meet its obligations, the Bank will be entitled to close the forward transaction at the best price before the due date.

4.9. The granting of loans

(1) The Bank may grant loans to the Customer in accordance with its own lending regulations.

(2) The loan shall be granted on the basis of an agreement concluded with the Customer.

(3) At the Customer's request, the Bank may issue Letters of Guarantee (L/G) in accordance with the applicable laws and internal regulations.

4.10. Documentary operations

(1) The Bank may perform operations on the basis of simple or documentary payment bonds, documentary credits, bank guarantees.

(2) For export documents which, on a banking check, show discrepancies compared to the conditions stipulated in the documentary credits, based on the Bank's request, the Customer shall show up immediately to resolve the situation. In case of the Customer's inability to remedy the discrepancies found or refusal to go to the Bank, the export documents will only be remitted for collection as submitted after the Customer has sent a letter of exemption to the Bank.

(3) Besides these GBC, these operations are governed by the Uniform International Rules and Practice for Documentary Credits, the Uniform Rules for Documentary Payment Bonds, the Uniform Rules for Guarantees issued by the International Chamber of Commerce in Paris.

4.11. Collection, delivery and depositing services

(1) At the Customer's request, the Bank may provide cash collection and delivery services. The Bank shall only bear the risk from the time when the cash is delivered by the carrier to its premises. The Bank shall not bear the risk of shipping unless there is a special contract with the Customer.

(2) If, at the Customer's request, the Bank provides the Customer with securities depository services, the Bank will only bear the risk from the time when the securities are brought to the Bank's premises.

(3) The Customer shall bear the risk for any cash, securities or other documents handed over to it by the Bank on the Bank's premises.

4.12. The delivery of securities

(1) Unless otherwise instructed in writing, the Bank may, at its discretion and in accordance with banking customs, deliver valuables and documents, both secured and unsecured, at the Customer's risk, by registered letter or by post with a low declared value.

4.13. Guarantees

(1) In order to secure any payment commitments, the Bank may ask the Customer to set up guarantees in its favour or to supplement established guarantees, based on a contract signed between the parties.

(2) The Customer is required to ensure the safekeeping of all the property provided as guarantee in favour of the Bank.

(3) All the costs and expenses incurred for the registration, insurance, management and realisation of the guarantees, including, but not limited to: fees for the registration/deregistration with/from the National Movable Property Register/National Agency for Cadastre and Real Estate Registration, the insurance premiums, the mediation committee fees and the legal and stamp duties, shall be borne by the Customer, unless otherwise expressly agreed between the parties. The Bank is expressly authorised to debit any of the Customer's accounts for the payment of such costs, in connection with the registration, maintenance, management, insurance and realisation of the guaranties.

4.14. The settlement of taxes owed by the Customer to the Romanian State

(1) The Bank shall settle the taxes in accordance with the legal regime applicable in Romania, considering international double taxation treaties, provided that the Customer proves to the Bank that it has complied with the laws in the field.

4.15. Payment account closing

(1) The Bank may close the account, on its own initiative, subject to first giving a notice to the Customer at least a month before the date of the termination, in cases such as, but not limited to the following:

a) If, for six months (180 days), no further operations have been performed in respect of the Customer's account, except the fees and commissions charged by the Bank. The amounts shall only be returned by the Bank to Customers subject to their coming to the Bank's headquarters with documents certifying their identity and capacity as account holders as at the date of termination of the relationship/closing of the account and based on their request in writing. If account operations are executed during the notice period, the Bank may decide to either close or maintain the account, in compliance with the regulations in force;

b) If, after opening an account, problems arise regarding the verification of the beneficial owner's identity and/or the source of the funds which cannot be solved;

c) If, after opening an account, problems arise related to the identification of the Customer/proxy/proxies/legal representative/shareholders and/or the beneficial owner(s), according to the legal provisions.

(2) The right to action for the return of the credit balance resulting from the payment account closing is subject to a time-limit of five years from the date of the account closing and, if the account has been closed at the Bank's initiative, of five years from the date when the Customer is notified.

(3) In the case of a salary agreement or an agreement concluded between the Bank and the employer of the Customer that is an individual, the Bank reserves the right to close the accounts opened in favour of the Company employees (Customers) when they no longer have the status of employees, on the basis of notices from the employer in this respect. If, following a notice given to the Bank, the Customer in the aforementioned situation expressly requests the active maintenance of that account, the Bank may decide to either continue the contractual relationship or not.

5. THE AMENDMENT OF THE BANKING PRODUCT AND SERVICE PURCHASING AGREEMENT (CAPSB)

(1) The Bank may unilaterally decide, when it deems it appropriate, to amend this Agreement in respect of any contracted product and/or to terminate the relationship with the Customer, in whole or for a particular operation.

(2) Any amendments to this Agreement shall be notified to the Customer by displaying on the Bank's premises and/or by posting on the Bank's website, at www.credit-agricole.ro, and shall be notified in writing 30 calendar days before the proposed date for their application. If, by the date of application of the new amendments to the Agreement, the Customer does not notify the Bank of the acceptance of the proposed amendments, it will be deemed to have accepted the new Agreement, as amended.

(3) Until the entry into force of any amendments, the Customer may notify the Bank in writing of its choice of not accepting them. If the Customer does not agree with the new conditions, it has the obligation to ask the Bank, within the aforementioned deadline, to terminate the Agreement.

(4) Failure to notify this choice within the period specified above is equivalent to tacit acceptance by the Customer of the new conditions, provisions and/or clauses.

(5) If the legal regulations issued by competent authorities impose obligations on the Bank in addition to those stipulated herein, the Bank will have the right to amend the contractual clauses affected by the new legislative provisions accordingly, subject to notifying the Customer as soon as possible.

6. THE TERMINATION OF THE BANKING PRODUCT AND SERVICE PURCHASING AGREEMENT (CAPSB)

- (1) Based on a written agreement between both parties, on the date and subject to the conditions established by them;
- (2) By termination by the Bank, by giving 30 calendar days' notice period before the date of the termination;
- (3) By termination by the Customer, by giving 30 calendar days' notice period before the date of the termination, unless the amounts available in the Customer's accounts are subject to preserving measures by the competent bodies/authorities under the law or the Customer records debts to the Bank. From the time of notifying the termination of the legal relationship to the time of the actual termination, the Customer shall not perform any operations other than those required for the transfer/withdrawal of the amounts from its account, unless otherwise agreed by the Bank. The termination of this Agreement represents the end of the business relationship with the Bank, and, implicitly, of all the Customer's accounts.
- (4) If insolvency or bankruptcy proceedings have been opened against the Customer, the official receiver/liquidator is the only one able to request the closing of any accounts opened in the Customer's name, unless otherwise determined by the judgment for the opening of said proceedings.
- (5) In case of legislative/technical changes imposed by competent authorities (international service provider organisations), changes to the Bank's or its service providers' operating systems, which impose additional requirements for the execution of undertaken obligations on the Bank in case the Customer does not accept the appropriate amendment of the Agreement.
- (6) In case the Bank is no longer able to provide the service requested/contracted by the Customer, regardless of the reason for being unable to provide the service. The termination of the Agreement on account of being unable to provide the service takes place as of right, without any prior formalities or court intervention, except a notice given to the Customer, including via the Internet Banking/Mobile Banking service, but the method of communication is up to the Bank.
- (7) By termination by the Bank, with immediate and full effect, without the need for prior notification or other formalities or court intervention, in any of the following cases:
 - a) The provision of false data/information by the Customer;
 - b) The violation of legal regulations on the use of any product;
 - c) The breach of any obligation undertaken by way of this Agreement;
 - d) The performance of transactions not covered by the balance of the payment account;
 - e) Any non-fulfilment of the obligations undertaken by the Customer on the basis of other agreements concluded with the Bank;
 - f) The refusal to provide additional guarantees or to increase the amounts of existing guarantees;
 - g) The existence of any suspicions on part of the Bank that transactions performed/in progress/ordered by the Customer are aimed at money laundering and/or terrorist financing/fraud or could affect the Bank legally, financially and reputationally;
 - h) In case of disagreements between the directors, the shareholders on the rights of representation and the persons authorised to represent the company in dealings with the Bank;
 - i) If, in the Bank's opinion, the Customer poses a reputational risk;
 - j) If its financial situation materially deteriorates or is seriously threatened to deteriorate, so the fulfilment by the Customer of obligations undertaken to the Bank is threatened as a result of this situation;
 - k) The Customer has caused major payment incidents involving cheques, promissory orders, bills of exchange. The provisions above do not apply if the Customer has any debts to the Bank.
- (8) The termination of this Agreement does not exempt the party guilty of causing its termination from liability and does not affect the right of the injured party to claim damages to cover in full the loss sustained.
- (9) The termination of this Agreement in any way shall not affect the Bank's right to recover in full the amounts owed by the Customer on the basis of the business relationship, as well as those due as a result of card transactions performed prior to the date of termination of this Agreement.

7. OTHER PROVISIONS CONCERNING THE TERMINATION OF THE BANKING PRODUCT AND SERVICE PURCHASING AGREEMENT (CAPSB)

- (1) Upon termination of the business relationship, the balance of any account opened in the Customer's name becomes immediately due and payable to the Customer. Furthermore, the Customer is required to discharge the Bank from any obligation undertaken by it acting on behalf of the Customer or in accordance with the instructions thereof, while guaranteeing the security of such obligations.
- (2) If the Customer is notified of the termination of the business relationship with the Bank, the Customer will return any unused forms to the Bank, including debt instruments (e.g. cheques that have been struck through), as well as the other means of communication and data transfer made available to it by the Bank, within 15 days of the date of notification.

(3) Periodic fees charged by the Bank for the account management shall be borne by the Customer in proportion to the period preceding the termination of the business relationship. If the fee is paid by the Customer in advance, it will be proportionally reimbursed by the Bank.

(4) After the termination of the business relationship with the Customer, the Bank shall no longer be required to execute debt securities, commercial papers, cheques submitted for collection and shall be entitled, without any prior formality, to cancel the cheque books/pages provided to the Customer.

(5) In the case of an unauthorised or improperly executed payment operation, the Bank shall return the amount related to such unauthorised payment operation and, if applicable, it shall restore the Customer's account to the status which it would have had if the unauthorised payment operation had not taken place, provided that the Customer reports that it has detected an unauthorised or improperly executed payment operation, giving rise to a complaint, without undue delay and within no more than 5 (five) days from the account debiting date.

8. CONFIDENTIALITY. BANKING SECRECY

(1) The parties shall preserve the confidentiality of the data/information to which they have access under this Agreement (including, but not limited to: personal identification details, account operations, internal procedures and methodologies whether related or not to the provision of services/products, databases, software and other technical information, internal descriptions of transactions and products), in accordance with the legal provisions in force on banking secrecy and personal data protection, for the entire period of this Agreement, as well as for an indefinite period of time after its cessation.

(2) The Bank shall take all necessary steps to ensure the confidentiality and secrecy of the banking operations entrusted to it by the Customer strictly in accordance with the international practice and Romanian laws.

(3) The Bank may only disclose professional secrecy type of information with the Customer's express consent or at the request of law enforcement bodies, in court proceedings or in accordance with the legal provisions in force, in situations including, but not limited to the following:

(a) At the request or with the written consent of the Customer or its heirs, in the event of death of the individual organised as a self-employed professional;

(b) In cases where the Bank justifies a legitimate interest, such as defence against an imminent loss to the Bank or the Customer;

(c) At the written request of authorities or institutions, if some special law thus authorises these authorities or institutions, in order to fulfil their specific duties, to request and/or to receive such information, and the information that can be provided by credit institutions to that effect is clearly identified;

(d) At the request of the court, with a view to resolving the various cases brought before the court;

(e) At the request of the court bailiff, in order to carry out the enforcement, for the existence of accounts of pursued debtors;

(f) When information must be sent for reporting, assessing and limiting the Bank's operational risks;

(g) When the information is public (e.g., fees charged by the Bank for the provision of services/products).

(4) By signing this Agreement, the Customer agrees to refrain from invoking any restrictions imposed on the Bank by the laws in force regarding banking secrecy, that the Bank may disclose any information and data relating to the Customer or its accounts in dealings with third parties involved in the Bank's organisational and decision-making processes, as may be required for such processes, without in any way affecting the Customer or its business. Third parties that are involved include, but are not limited to any Romanian or foreign companies that are part of the group of companies to which the Bank belongs, specialised consultants approved by the Bank, intermediaries for certain businesses, financing entities, etc.

(5) The Customer undertakes to preserve the confidentiality of the terms and conditions of the business relationship with the Bank; otherwise, it undertakes to cover the damages caused to the Bank, unless otherwise provided for by law.

(6) The Bank may send the collecting institutions involved and the automated clearing house any information deemed to be confidential which is required for the execution of the direct debit instructions and this Agreement, without being in violation of the confidentiality obligation and without entailing the Bank's liability.

(7) The Customer and Users are required to preserve the confidentiality of the identification elements provided by the Bank and to take all necessary security measures to reduce any attempts of unauthorised access to the Internet Banking/Mobile Banking service.

9. PERSONAL DATA PROCESSING

9.1. Definitions

Personal data – any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to the physical, physiological, mental, economic, cultural or social identity of that person;

Personal data processing – any operation or set of operations carried out on the personal data, by automatic or non-automatic means, such as the collection, recording, organisation, storage, adaptation or alteration,

retrieval, consultation, use, disclosure to third parties by transmission, dissemination or otherwise, alignment or combination, restriction, erasure or destruction;

Storage – the keeping of the collected personal data on any kind of medium;

Controller – any natural or legal person, whether private or public, including public authorities, their institutions and territorial structures, which determines the purposes and means of the processing of personal data;

Restriction of the processing – the marking of stored personal data stored with the aim of limiting their processing in the future;

If the purposes and means of the processing of personal data are determined by a legislative act or on the basis of a legislative act, the controller is the natural or legal person, whether public or private, which is designated as the controller by that legislative act or on the basis of that legislative act;

Third party – a natural or legal person, whether private or public, including public authorities, their institutions and territorial structures, other than the data subject, the controller or the processor or persons who, under the direct authority of the controller or the processor, are authorised to process data;

Recipient – a natural or legal person, whether private or public, including public authorities, their institutions and territorial structures, to whom data are disclosed, whether a third party or not; public authorities to whom data are disclosed within a special investigative scope shall not be deemed to be recipients.

9.2. The Customer's legal representative declares and guarantees that he/she has notified the individuals whose data are provided by the Bank for the purposes and performance of this Agreement.

The notification contains the following issues:

1. The Bank shall use personal data for the following purposes:
 - a) To comply with the terms of the Agreement entered into with you, or
 - b) When it is our legal obligation to do so, or
 - c) When it is in our legitimate interest, or
 - d) When you give your consent to that effect.
2. The Bank may use information on the individuals from third parties, including:
 - a) Third parties who recommend you;
 - b) Card associations;
 - c) Entities managing information about the payment behaviour;
 - d) Insurers;
 - e) Traders;
 - f) Social media;
 - g) Authorities with powers in terms of preventing and combating fraud;
 - h) Tax authorities;
 - i) Pay service providers;
 - j) The cadastre and real estate registers, as well as evaluators;
 - k) Sources of public information, such as the Trade Register, the National Movable Property Register, the Real Estate Register, the Office for Insolvency Proceedings, the Court Portal, etc.;
 - l) Loyalty programme operators;
 - m) Agents working on our behalf;
 - n) Market researchers;
 - o) Bailiffs or tax enforcement agents;
 - p) Participants in payment systems or other financial institutions;
 - q) Government agencies and law enforcement agencies.
3. The Bank may share these persons' information with both entities within the Credit Agricole Group and the following organisations:
 - a) Agents and advisors to whom we may resort to help us manage the accounts and services provided, to collect the amounts due and to explore new ways of doing business;
 - b) The National Agency for Fiscal Administration, regulators and other authorities which, by law, may request such information;
 - c) The Banking Deposit Guarantee Fund (FGDB) -- FNGCIMM, other guarantee funds;
 - d) The Central Credit Register (CCR);
 - e) The National Bank of Romania, TRANSFOND, SWIFT;
 - f) Authorities with powers in terms of preventing and combating fraud;
 - g) Any third party connected with you or with the products or services provided by your company;
 - h) Companies with which we have entered into a joint venture or cooperation agreement;
 - i) Companies which we recommend to you;
 - j) Market researchers;
 - k) Price comparison websites and similar companies that offer ways for researching and requesting our financial products and services;
 - l) Companies with whom you ask us to share your data.

4. The Bank may share this information if the organisation of Credit Agricole Bank Romania SA or the Credit Agricole banking Group changes in the future:
 - a) The Bank may choose to sell, transfer or merge parts of its business or assets. Or it may try to acquire other businesses or merge with them;
 - b) During such a process, the Bank may share your data with third parties. It will only do so if the relevant third parties agree to keep the data confidential and safe;
 - c) If changes occur at Group level, other entities may use your data in the same way in which we use them, in accordance with this notice.
5. The retention period
The Bank shall retain your personal information for as long as you are its customer.
After your status as a customer has ceased, the Bank may retain your data for up to 10 years for one of the following reasons:
 - i. To respond to any questions or complaints;
 - ii. To keep records in accordance with the rules by which we abide;
 - iii. The 10-year period may be exceeded if it cannot delete the data for legal, regulatory or technical reasons. It may retain the data even for research or statistical purposes. If that is the case, it will ensure that people's right to privacy is protected and that it uses the data solely for the purposes stated.
6. The individual's rights:
 - a. The right of access to information;
 - b. The right of rectification;
 - c. The right to restriction, erasure, anonymisation;
 - d. The right of withdrawal of the consent;
 - e. The right to data portability;
 - f. The right to file a complaint.
7. Contact details
For any personal data protection-related situations, you may contact us at:
Address: Credit Agricole Bank Romania S.A., Bucharest, District 2, 40-40bis Vasile Lascar St. or
tel.: 021 30 40 300 or email: dpo@cred-agricole.ro

The Bank may be required to collect personal information either by law or under an agreement entered into with the company.

If you choose not to provide us with the personal information requested by the Bank, as set out above, the Bank may be prevented from fulfilling its obligations. This may mean that we cannot perform the services needed to manage your accounts or products. It may also mean that we will refuse or cancel a product or service which we were supposed to provide to you.

9.3. If the customer's legal representative does agree with the provision of such data, the Bank will refuse to initiate any legal relationship, since it is unable to comply with the requirements of the special regulations in the banking field.

10. FORCE MAJEURE

(1) The Bank and the Customer are aware of, and accept the clause of exemption from liability in the event of Force Majeure, provided that one notifies the other within five (5) days of the occurrence of the event and the proof of the Force Majeure event, i.e. the document issued by the Chamber of Commerce and Industry of Romania (CCIR) or another competent authority, together with a warning on the effects and possible extent of the Force Majeure, is submitted within 15 (fifteen) days of the occurrence.

(2) Force Majeure events include, but are not limited to: fires, floods and other calamities, wars, etc.

11. THE APPLICABLE LAW. THE JURISDICTION

(1) This Agreement shall be governed by and interpreted in accordance with the Romanian law.

(2) This Agreement shall be supplemented by the provisions of national laws in the matter, the regulations issued by the National Bank of Romania, international rules and customs, and the Bank's own rules and work procedures.

(3) Any disputes arising between the Bank and a Customer shall be settled amicably or shall be deferred for settlement to a competent court in accordance with the law.

(4) As an exception to the aforementioned provisions, the Bank, when acting as a plaintiff, has the right to submit the dispute for settlement to foreign courts with jurisdiction over the Customer.

(5) Any Customer complaint regarding the quality of the services rendered shall be handled by the Bank within a reasonable term, and the Customer shall be informed about the measure taken by any possible means of information, according to the legal provisions, within 30 days of the receipt of the complaint.

(6) In order to amicably settle any possible disputes with the Bank, the Customer may use the out-of-court proceedings provided by the National Bank of Romania through its specialised department, which shall ensure mediation in accordance with the regulations issued by the National Bank of Romania (NBR), based in Romania, Bucharest, 25 Lipscani Street, District 3, postal code 030031.

(7) The Customer shall fully indemnify the Bank for any costs, expenses and other obligations which the Bank has to incur in court and out-of-court proceedings if the Bank becomes a party in legal proceedings and disputes between the Customer and a third party.

(8) In any court proceedings, the documents issued by the Bank regarding the amounts owed by the Customer constitute proof of the debt to the Bank.

12. NOTICES

(1) Unless otherwise expressly provided for in this Agreement or its annexes or the working procedures established for its application, any notice/information/correspondence sent by one party to the other one shall be validly given if it is delivered or sent to the address stated in the Application for entering into a business relationship or, as the case may be, the address of the Bank's business unit where the Customer has opened its account in the following ways: i) by registered letter; ii) by post, including e-mail; iii) via the Internet Banking/Mobile Banking service; iv) by SMS; v) in any other ways agreed by the parties.

(2) If the way of information chosen by the Customer is posting with acknowledgment of receipt, the notice/communication will be deemed to be received at the time of signing by the recipient of the acknowledgment of receipt. The Customer shall inform the Bank of any change in the postal address within 48 hours of such change. The postal address changing notice is only binding after at least five business days have elapsed since its receipt by the Bank.

(3) Any communication between the Bank and the Customer over the course of their business relationship shall be conducted in Romanian and/or in Romanian and English, as the case may be.

13. ASSIGNMENT

(1) The Bank may assign, either in whole or in part, its rights and/or obligations to the Customer to a third party bank chosen by the Bank, and the Customer expressly agrees with such assignment.

(2) The Customer may not assign its rights and/or obligations to the Bank except with the Bank's prior written consent.

14. INTERNATIONAL SANCTIONS

"International sanctions" – any mandatory restrictive measures established by economic, financial or commercial sanctions (including any sanctions or measures relating to an embargo, freezing of funds and economic resources, restrictions on transactions with individuals or legal persons – hereinafter referred to as "Persons" and individually as a "Person" – or in respect of specific goods or territories) issued, administered or enforced by the United Nations Security Council, the European Union, France, the United States of America (including, in particular, the Office for Foreign Assets Control or OFAC within the Treasury Department and the State Department) or by any other competent authority, including other states empowered to impose such sanctions.

"Sanctioned Person" – any Person who is the subject-matter or target of International Sanctions.

"Territory under Sanction" – any country or territory or government subject to International Sanctions prohibiting or restricting relations with such countries, territories or governments.

Within the meaning of the foregoing:

The Customer agrees not to use, either directly or indirectly, any funds granted (if any) and not to borrow, provide or otherwise make available these funds, by way of joint venture or any other person, for any operation whose purpose or result is the financing or facilitation of activities or business relationships:

- (a) With a Sanctioned Person or with a person located in a Territory under Sanction or,
- (b) Which may constitute in any way a violation of International Sanctions by any person, including any person participating in this Framework Agreement.

The Customer agrees not to use any income, fund or profit arising from any activity or operation performed with a Sanctioned Person or with any person located in a Territory under International Sanction, in order to repay or pay the amounts owed to the Bank under a framework agreement.

Credit Agricole Bank Romania S.A. reserves the right to suspend or reject a payment or transfer transaction issued or received or to freeze the Customer's funds and accounts when, according to its analysis, the execution of such a transaction could constitute a breach of a regulation regarding International Sanctions.

Credit Agricole Bank Romania S.A. may ask the Customer to provide information on the circumstances and context of a transaction, such as the nature, destination and source of the funds, and any other supporting documents, especially in the case of unusual operations compared to regular operations in his/her account.

The Customer is required to provide the information and supporting documents required by the Bank. If the Customer fails to provide the Bank with sufficient information to enable it to conclude that there is no risk of violating International Sanctions, the Bank reserves the right not to execute the Customer's instructions and to freeze his/her funds and accounts.

The Customer acknowledges that the Bank may also carry out research and investigations in the context of performing any transaction that may, according to its analysis, constitute an offence in respect of a regulation concerning International Sanctions, which would lead, where applicable, to a delay in the execution of instructions issued by the Customer.

The Bank's liability shall not be pursued by the Customer in the event of a late execution or non-execution of an instruction, rejection of a transaction or freezing of funds or accounts occurring in the context of a breach of International Sanction regulations. Similarly, no contractual penalty or compensation shall be due to the Customer in such circumstances.

The Customer agrees to promptly notify Credit Agricole Bank Romania S.A. in writing of any facts of which it is aware which would cause any of its statements regarding International Sanctions in this Framework Agreement to be inaccurate.

15. OTHER COMMON PROVISIONS

(1) The Customer expressly declares that, prior to signing this Agreement, it received a copy thereof from the Bank and was given explanations on the contractual clauses, and was informed in a timely and correct manner about all contractual conditions and costs, the advantages and disadvantages of the products offered/chosen, and wants to conclude this Agreement.

(2) The Customer expressly declares in writing that it is aware that negative data are transmitted to the credit register types of record systems or to the Central Credit Register.

(3) This Agreement constitutes an enforceable title.

(4) If any provision hereof is void or unenforceable as a result of any legislative act, judgment or administrative act, the voidability or unenforceability of any provision will not affect the validity and enforceability of the other provisions hereof, which shall remain in force.

(5) This Agreement shall be supplemented by the provisions of national laws in the matter, the regulations issued by the National Bank of Romania, international rules and customs, and the Bank's own rules and work procedures.

(6) This Agreement has been made available to the Customer in Romanian and/or English, as the case may be. In case of any inconsistency between the two versions, the Romanian version shall prevail.

(7) Any delay in the exercise by the Bank of its rights under this Agreement shall not be construed as a waiver by the Bank of its exercise of that right, and a one-time or partial exercise of a right shall not imply the subsequent non-exercise of any other right.

(8) This Agreement represents the will of the parties and supersedes any verbal arrangement between them either prior or subsequent to its conclusion.

(9) The Customer agrees that the contractual relationship with the Bank is governed by the provisions of these General Business Conditions of Credit Agricole Bank Romania S.A.; Agreements – banking products and services; Common provisions; the Application for entering into a business relationship with the Bank, the Application for the purchase of banking products and services; Fees and Commissions, which together form this "Banking Product and Service Purchasing Agreement – Legal Persons."

CHAPTER II

AGREEMENTS, BANKING PRODUCTS AND SERVICES – EXPRESS PROVISIONS

1. THE BUSINESS PREMIUM ACCOUNT

1.1. "Business Premium Account" (hereinafter referred to as BPA) is a cash management product for which a Customer receives interest on the funds available in the payment account.

(1) In order to activate the BPA facility, it is mandatory for the Customer to have or to open at least one payment account in RON with Credit Agricole Bank Romania S.A.

1.2. The minimum balance and value instalments shall be notified by displaying on the Bank premises/in the territorial units and by other means of communication agreed with the Customer.

1.3. The interest rate

(1) The interest rate on the accounts with the BPA facility shall be variable and shall be determined by the Bank depending on market indices (ROBID/EURIBOR), subject to revision on the basis of the reference index, which is a component thereof, i.e. ROBID/EURIBOR, capitalised accordingly by value instalments, taking into account the interest rate related to the period to which the components of the balance belong. The interest transferred to the Customer's accounts with an enabled BPA facility is represented by the sum of the interests calculated for each value instalment separately.

(2) The interest shall be calculated on a daily basis for each value instalment within which the account balance falls using a 365-day calculation basis and shall be paid into the relevant account on the 15th of each month.

(3) When closing the BPA facility, the interest due and calculated by the Bank from the last interest liquidation (the 15th of the month) to the closing date shall be transferred to the payment account. Moreover, the fees and amounts owed by the Customer to the Bank shall be charged automatically from the payment account.

(4) The Bank reserves the right to unilaterally review the interest rate and the value instalments for which a certain interest rate level applies during the use of the BPA facility.

The amendments shall be notified to customers using one or several of the following methods, at the Bank's discretion:

- i. Display on the premises of Bank units;
- ii. Publication in the press;
- iii. Posting on the Bank webpage;
- iv. Email or written notice submitted to the address/head office notified in writing to the Bank by the depositor.

1.4. The duration of the Agreement:

(1) The product shall be granted by the Bank for an indefinite term.

1.5. The termination of the Agreement

The Bank may terminate the Agreement, effective immediately and in full, without requiring prior notification or other formalities or a court intervention, in any of the following cases:

- a) Based on a written request to that effect from the Customer;
- b) If the BPA facility has not been used for six consecutive months (the balance of the payment account has not reached the minimum threshold requested);
- c) The Customer has not paid the monthly BPA facility management fee for two consecutive months;
- d) The Bank unilaterally decides to withdraw this facility.

2. THE MASTERCARD BUSINESS STANDARD DEBIT CARD

2.1. Card issuance and use

(1) Card issuance shall be performed strictly in accordance with the specific rules and regulations of the Mastercard Worldwide card organisation and the internal regulations in force.

The technology employed by Mastercard Business Standard cards is **the magnetic stripe, chip and contactless technology** which allows the authorisation of payments both online and offline.

(2) The card is and shall remain the property of the Bank and shall be returned to it upon its first request to that effect, immediately and unconditionally, by the Holder/Authorised User.

(3) The Holder obtains the right to use the Mastercard Business Standard international debit card by filling out the form "Application for the purchase of banking products and services for legal persons" (an integral part of this Agreement).

(4) The card shall be activated after the signing of the card issuance document by the Holder/Authorised User.

(5) The card shall only be used by the Holder in accordance with the provisions hereof. Any reference to the Holder in the Agreement shall also apply to the Authorised Users, additional card holders, except for the provisions which are only applicable to the Holder hereunder.

(6) The card may be used in Romania for operations in RON and in other countries for foreign currency operations.

(7) The card may only be used: **a)** by the person in whose name it has been issued; **b)** during the validity period stated on the card (the card shall be valid until the last day of the month and year stated on the card); **c)** to pay for goods and services provided by professionals (traders) equipped with POS/imprinter electronic terminals and which display the card acceptance marks, according to the daily usage limits stated in Fees and Commissions; **d)** for carrying out transactions on the Internet after first activating this option; **e)** for obtaining cash at the bank counters equipped with POS electronic terminals and Automatic Teller Machines (ATM), which display the card acceptance marks, up to the daily withdrawal limits set by the Bank; **f)** only up to the limit of the funds in the payment account to which the card is attached; **g)** to obtain balance information relating to the payment account to which the card is attached or the mini-statement at Bank ATMs, based on the PIN.

(8) The card may not be used in cases where the Holder's accounts opened with the Bank have been preserved under an enforceable title, a judgment, a seizure notified to the Bank by a competent authority in this regard. In such a case, the payment account to which the card is attached shall be blocked, and the account balance shall become unavailable.

(9) In order to avoid fraud and for security reasons, the Bank may limit the number and the amount of the Transactions and the number of unsuccessful Transaction attempts performed using the card in any calendar period (day/week/month), without the prior notification of the Holder. The Bank shall not be liable for any limitation enforced by any other accepting third party.

(10) The settlement of the transactions carried out using the card shall be performed in accordance with the deadline set by international card payment organisations: within 10 days from the transaction date, in case of ATM cash withdrawals, and within a maximum of 30 days from the transaction date, in case of transactions performed in dealings with professionals (traders). This period may exceed the limit of 30 days for certain types of traders (hotels, car rental agencies, etc.).

(11) The Bank shall be entitled to automatically debit the Payment account to which the Card is attached with the amount associated with such transactions, including cases where the Holder/Authorised User has carried out transactions involving the Card or has used the Card number in a way which has not resulted in a receipt, but has used the Card in that transaction.

(12) Any performed/accepted Card transaction shall be deemed to be irrevocable by the Holder, through the authorisation issued by the signing of the receipt relating to the transaction or the entry of the PIN at the ATM/POS, **through the use of the 3D Secure password received via SMS or through the authorisation of the transaction using biometric authentication via the vericard-conect mobile app** for online transactions. The Holder/Authorised User has the obligation to sign the receipt for the Transaction using the same signature as the one found on the back of the card and/or use the PIN for transactions requiring its use.

(13) In order to give effect to the payment operation ordered by the Holder/Authorised User, he/she/it must first authorise it, i.e. express his/her/its consent for the performance of that operation.

Such consent shall mean:

a) For POS transactions – by signing the receipt and/or using the PIN, the Holder authorises the Transaction and confirms that the Transaction has been carried out according to its will and that it agrees with the data stated on the receipt. The Holder shall keep the receipt in order to provide proof in case of a discrepancy regarding the settlement of the transaction. The Bank shall not be responsible for the refusal of a professional (trader) to process a Card transaction ordered based on a signature that does not match the signature of the Holder/Authorised User on the back of the Card. Based on the request of the Accepting Entity, the Holder has the obligation to prove that it is the legal and factual holder of that Card (e.g. the submission of a valid identification document);

b) For withdrawing cash from special devices (e.g. ATMs) – by using the PIN;

c) For transactions carried out without presenting the Card – by signing the document submitted by the Accepting Entity and/or providing the CVV2/CVC2 code/3D Secure password **or by biometric authentication via the vericard-conect mobile app**.

(14) The request made by the Holder/Authorised User to cancel a transaction shall be no longer possible once it has been authorised.

(15) The Bank shall not be held liable for any failure by the Holder/Authorised User to perform card transactions for reasons beyond the control of the Bank and/or its contractors.

(16) When using the Card for transactions that involve foreign exchange, the Holder shall authorise the Bank to automatically debit the payment account to which the card is attached with the value of the transactions carried out and the related fees, and to perform the foreign exchange for the amounts due after the use, at the exchange rate of the Bank in force on the day of settlement of the transaction.

(17) The currency of settlement between the Bank and the Card Organisation is:

a) RON – for payments in RON;

b) USD – for international transactions in USD;

c) EUR – for all the other international transactions performed in any currency other than the USD.

(18) If the original transaction currency is different from the settlement currency of the Bank agreed with the Card Organisation, the foreign exchange will be carried out at the settlement rate of the card payment organisation of that day.

(19) After signing these GBC and the card issuance form, the Bank shall hand over the Card and the related PIN, in a sealed envelope, to the Holder. Upon receiving the sealed envelope, the Holder/Authorised User shall memorise the PIN and shall destroy the envelope, with the option to change the PIN at the ATMs installed in the branches of Credit Agricole Bank Romania S.A. If the envelope is not sealed, the Holder/Authorised User will immediately notify the Bank. If the correct PIN has not been memorised, the Holder/Authorised User will notify the Bank in order to reissue the PIN.

(20) The Bank may issue a new Card to the Holder/Authorised User as described hereunder, and all the costs related to its issuance shall be borne by the Holder.

(21) For the Card renewal, the conditions of use in force at the time of the renewal shall be applicable.

(22) The Holder has the option of linking multiple accounts in different currencies to a debit card, a facility called "Multicurrency". The maximum number of payment accounts in different currencies that can be linked to a debit card is three accounts in EUR, USD and RON, respectively.

(23) The settlement rules for transactions carried out via the debit card through the Multicurrency facility are:

a) RON transactions shall be primarily debited from the RON account, and, if there are insufficient funds, the difference shall be debited from the account in EUR, USD, in this order;

b) Transactions in EUR or other currencies except the USD shall be primarily debited from the EUR account, and, if there are insufficient funds, the difference shall be debited from the account in RON, USD in this order;
c) USD transactions shall be primarily debited from the USD account, and, if there are insufficient funds, the difference shall be debited from the account in EUR, RON, in this order.

(24) Any performed transactions shall appear on the statement of the payment accounts from which the authorisation has been performed, regardless of the account priority.

In case of card transactions performed below the authorisation limit of the trader (e.g. purchases on airplanes, the payment of motorway taxes, the payment of the car rental tax), "REFUND" transactions (e.g.: the repayment of amounts following the return of products to the trader by the customer or in case of goods never received by the customer) or in case of transactions received for settlement with a reference code that is different from the one used at the time of the authorisation, the amounts are posted in respect of the account for which the customer's card has been issued, regardless of the currency in which the relevant amounts have been paid/authorised.

(25) The balance displayed at the ATMs of Credit Agricole Bank Romania S.A. branches for customers benefiting from the Multicurrency facility shall be the cumulative balance in RON of all the accounts linked to the debit card.

(26) The Holder's signature and/or the entry of the PIN/CVV 2/CVC2 code/3D Secure password or the biometric authentication via the vericard-conect mobile app shall represent the Holder's irrevocable consent regarding the operation performed.

2.2. The operation of the payment account to which the card is attached

(1) The funding of the payment account to which the card is attached shall be made by the Holder or other individuals, by cash deposits at the Bank counters or by bank transfer, subject to the provisions of the Regulation on Foreign Exchange of the NBR.

(2) The funding of the payment account to which the card is attached shall be used by the Bank to cover the amounts due by the Holder in the following order: taxes, fees, late payment fees, the reimbursement of the amounts exceeding the funds in the account, other costs and expenses of the Bank (including, but not limited to notary fees, enforcement costs, litigation).

(3) The Holder has the obligation to ensure the value of the management fee in the payment account to which the card is attached when issuing or renewing the card, respectively. The management fee charged by the Bank for the account management is borne by the Holder in proportion to the period preceding the termination of the Agreement.

2.3. Rights and obligations of the Parties

2.3.1. The Customer/Holder/Authorised User has the following rights and obligations:

(1) To ask the Bank to refuse to pay an operation, without undue delay, if, after receiving the account statement, he/she/it finds transactions not ordered/performed/authorised with 3D secure/authenticated biometrically, either in whole or in part, and any errors whatsoever in relation to the payment account to which card is attached. The refusal to pay shall be initiated by filling out, signing and submitting a request to the Bank, to which supporting documents shall be attached.

(2) In order to investigate the request for refusal to pay an operation and to settle it, the Bank shall be entitled to ask the Holder for additional information. Any refusal to pay shall be settled by the Bank, in accordance with the terms and regulations laid down by international card organisations and the general card usage customs.

(3) To sign the card upon receipt.

(4) To use the card in accordance with the terms of the Agreement and the law.

(5) To fund the payment account to which the card is attached with the amounts related to operations performed using a card and with amounts owed to the Bank, such as, but not limited to the account/card management fees.

(6) To ensure that he/she/it has declared a valid mobile phone number to the Bank for the performance of transactions on websites enrolled in the 3D Secure system, as the enrolment of the card in the 3D Secure system is automatic, and takes place at the time of issuance of the card. For the performance of online transactions, the customer may provide biometric authentication via the vericard-conect app, where the card must be manually enrolled by the customer.

(7) To keep the Card safe and to take all the reasonable steps to protect it and the related PIN.

(8) Not to give the Card to a third party.

(9) Not to disclose Card related details, including the PIN, and to make sure that, on entering/using the PIN, no one can see it.

(10) Not to write down the PIN on the card or other media.

(11) To inform the Bank, as soon as he/she/it becomes aware of it, without undue delay, in these cases: discovering the loss, theft, destruction or unauthorised use of the Card or any other unauthorised use thereof, the Card blocking or any suspicion regarding Card skimming or learning of the PIN by unauthorised persons. In these cases, the Holder shall first report it by calling one of these numbers: **021/30 40 300, 021/22 23 336,**

021/22 23 337, 0726 222 333 (operational 24/7) in order to block the card, and, subsequently, the Holder is required to go to the Bank to give a written notice of the situation and fill out the related documentation.

(11.1) To inform the Bank in case of telephone theft/loss for blocking the cards enrolled in the vericard-conect mobile app (where applicable).

(11.2) To inform the Bank in case of changing the telephone number and wishing to enrol the card(s) in the vericard-conect mobile app.

(12) If the Holder/Authorised User finds or retrieves the Card after having blocked it, he/she/it is required to return it to the Bank.

(13) To notify the Bank in writing if he/she/it no longer remembers the PIN, in order to be assigned a new PIN. The Holder or Authorised User can change the PIN to one of his/her/its choice at the ATMs found on the premises of Bank branches.

(14) To ask the Accepting Entity to withdraw the consent given for performing transactions if he/she/it wishes to eliminate these transactions for that Accepting Entity. The Bank shall not be liable to the Holder/Authorised User/Professional for the legal relationship between them.

(15) When purchasing goods using the Card, the Holder shall check and sign the receipt content and shall keep the copy received from the trader. This signature represents the consent issued by the Holder/Authorised User for the payment.

(16) The Holder shall be liable for all the transactions performed by fraudulently using the Card and/or the PIN until the date of reporting and blocking the card as stolen/lost, and shall bear the losses associated with these operations according to the legal regulations in force.

(17) The Holder shall bear the losses relating to any unauthorised payment transaction, as follows:

a) Until the time of the notification of the Bank, the Holder shall be liable for all the operations performed, and shall bear all the losses related to these transactions up to the limit of the RON equivalent of EUR 150 (at the NBR exchange rate of the day of the transaction);

b) He/she/it shall bear the losses relating to any unauthorised payment operations of no more than EUR 50 equivalent for the operations carried out until the time of the notification of the Bank if the Holder has not acted fraudulently or unintentionally violated his/her/its obligations.

(18) If Authorised Users prove to have acted negligently or fraudulently, the Holder shall be fully liable, as the Holder takes on the consequences and risks as a result of such actions/operations.

(19) The Holder shall bear all the losses, with no limit in terms of the amount relating to any unauthorised operation if these losses result from fraud or the non-compliance, whether willingly or negligently, of one or several obligations hereunder.

(20) The Holder shall not bear any financial consequences resulting from the unrightful use of the lost/stolen card after the notification for the card blockage unless it has acted fraudulently.

(21) If the Bank does not provide the appropriate means for the notification at all times of a lost, stolen or misappropriated payment instrument, the Holder shall not be liable for the financial consequences resulting from the use of such payment instrument, unless it has acted fraudulently.

(22) In case of giving up a card, the amounts in the account can be recovered within 30 calendar days from the submission to the Bank counter of all the cards issued for that account.

(23) The Holder shall indemnify the Bank for any damage, loss or expense incurred by the Bank and resulting from the infringement of these Card usage conditions or following the establishment of the financial responsibility of the Holder/Authorised User for refusals to pay.

(24) The Holder shall accept that Bank services can be performed, on a contractual basis, by a Bank affiliate, a third party or their subcontractors.

2.3.2. The Bank has the following rights and obligations:

(1) To automatically debit the payment account to which the Card is attached and any other payment accounts and/or deposits in RON or in foreign currency with the amount related to the settled transactions, including in cases where the Holder/Authorised User has carried out transactions involving the Card, has used the Card number in a way which has not resulted in a receipt, but has used the Card in the relevant transaction **or has provided biometric authentication for the relevant transaction.**

(2) To initiate the proceedings for recovering the Holder's payment obligations in case of exceeding the account funds in case the Holder does not reimburse the payment obligations on time and after the prior notification of the Holder by the Bank.

(3) In case the Holder exceeds the funds in the payment account to which the card is attached, the Bank may charge late payment fees calculated according to this formula: Late payment fees = (the debit balance at the end of each day * the exact number of days * the interest rate %) / 360. The late payment fees shall be debited from the Holder's account on a monthly basis, on the last business day of the month.

(4) To refuse the conclusion of the Agreement or the issuance of a card without being required to mention the refusal.

(5) To replace the Card declared in writing as having been lost, stolen or damaged, upon request.

(6) Not to disclose the PIN or any other password of the Holder/Authorised User to any third parties. No clause may be construed as meaning that the Bank is liable for the use of the Card by persons other than the Holder.

(7) To ask a Professional (trader) accepting cards to keep and return the card to the Bank, based on a reasonable cause.

(8) To temporarily block the use of the card and to refuse to perform a transaction charging the blocking fee in the following cases:

- a) The Bank has suspicions of unauthorised or fraudulent use of the Card;
- b) The exceeding of the balance available in the account to which the card is attached, the Bank unblocks the card when the outstanding debts are covered;
- c) The information provided by the Holder is incorrect or incomplete;
- d) The transaction is not in accordance with the legal provisions in force (including foreign currency ones);
- e) For the security of the payment instrument;
- f) The Bank has suspicions that the operation is connected with terrorist financing or money laundering transactions;
- g) Other objectively justified reasons or in accordance with the applicable legal provisions.

The Bank can provide the Holder with the reasons leading to the refusal of the transaction.

(9) To inform the Holder/Authorised User about having blocked the payment instrument and the reasons for the blocking, whenever possible before the blocking or immediately thereafter, at the latest, initially by phone and then by written notice, unless giving such information interferes with objectively justified safety reasons or is prohibited by other relevant legal provisions. The payment instrument shall be unblocked or, if necessary, replaced as soon as the reasons for the blocking cease to exist and only on the basis of a written request from the Holder/Authorised User.

(10) The Bank shall be entitled to refuse to execute a transaction in the following cases: fraud, the exceeding of the funds in the payment account to which the Card is attached, if the information provided by the Holder is inaccurate or incomplete, if the transaction is not in accordance with the legal provisions in force (including foreign exchange regulations), the Bank has suspicions that the operation is connected with terrorist financing or money laundering transactions and/or for other objectively justified reasons or in accordance with the applicable legal provisions. The Bank can provide the Holder with the reasons leading to the refusal of the execution.

(11) In duly justified cases, without prior notice, to permanently block the card use and/or to refuse the issuance of a new card or the renewal of an existing card, without the Holder being exempted from the financial responsibility for the transactions performed using that card.

(12) The Bank shall settle payment refusals in accordance with the deadlines and regulations in force of card payment organisations and shall inform the Holder/Authorised User of the resolution of the complaint.

(13) The Bank may unilaterally decide to withdraw the payment instruments if the terms of these GBC or any agreements concluded with the Bank or the laws in force are violated.

(14) The Bank shall not be liable in any way if an authorisation request is rejected or a card is not accepted for payment.

(15) The Bank shall not be held liable for any failure by the Holder to perform card Transactions for reasons beyond the control of the Bank and/or its subcontractors.

2.4. The duration of the Agreement

(1) This Agreement comes into force on the date when the Holder receives the Card. The Card shall be valid until the expiry date stated on the front of the Card, with the possibility of its renewal, in which case the Bank shall issue a new Card to the Holder.

(2) The validity of the terms for this Agreement shall be automatically extended with the automatic renewal of the Card unless the Holder notifies the Bank in writing of giving up the Card 30 days before the expiry of the Card validity. The Bank may waive the abovementioned deadline if the Holder goes to the Bank offices to collect the new Card and to hand over the old one.

2.5. The termination of the Agreement

(1) The Bank may terminate the Agreement, effective immediately and in full, without requiring prior notification or other formalities and without the intervention of the court, in any of the following cases:

- a) Transactions not covered by the balance of the Payment account to which the card is attached;
- b) The attempted alteration of the data entered/stated on the Card;
- c) The violation of legal regulations regarding Card use.

(2) By expiry, if the Holder does not wish to renew the Agreement, by notifying the Bank to that effect at least 30 calendar days before the expiry date stated on the front of the card.

(3) In case of termination of the Agreement, the Holder has the obligation to return all the cards issued for that account at the time of submitting the application for closing the Payment account to which the card is attached to the Bank.

(4) The Holder is required to pay any debts related to the Card as they become due and also to provide the Bank with guarantees for the payments made by the date of the termination, which will be later debited.

(5) The termination of the validity of this Agreement only becomes effective after the fulfilment of all the payment obligations of the Holder to the Bank and after the return of all the cards issued for that account.

3. THE PREMIUM/PREMIUM PLUS PACKAGE

3.1. The subject of the Agreement:

(1) The subject is the granting of the PREMIUM/PREMIUM PLUS package to Small Enterprise/Agricultural customers, which involves:

- a) At most three payment accounts in different currencies included in the package (at least one in RON), optionally, in other currencies (EUR/USD);
- b) The Multicurrency facility (optional);
- c) The MasterCard Business Standard debit card (mandatory);
- d) Internet Banking (mandatory)/Mobile Banking;
- e) The SMS alert for card transactions (optional).

The PREMIUM PLUS package provides Small Enterprise/Agricultural customers with discounts in relation to the standard fees and commissions, in addition to the products included in the PREMIUM package.

The Premium/Premium Plus package shall be granted based on the Application for the purchase of banking products and services, as laid down hereunder in the specific sections, for each product separately.

3.2. The duration of the Agreement:

(1) The Premium and Premium Plus packages for Small Enterprise/Agricultural customers are granted by the Bank for an indefinite period.

3.3. The termination of the Agreement:

(1) The Bank may terminate the Agreement, effective immediately and in full, without requiring any prior notice or other formalities and without the court intervention in any of the following cases:

- a) The attempted alteration of the data entered/stated on the Card;
- b) The failure to pay the monthly Premium/Premium Plus package management fee or any fees arising from the use of the products/services included in the Premium/Premium Plus package;
- b) The violation of legal regulations regarding the use of the card and the Internet banking/Mobile banking service.

(2) In case of termination of the Agreement, the Customer shall return all the cards issued for that account at the time of submission of the application for the closing of the Premium/Premium Plus package. The Customer is under the obligation to pay any debts related to the Premium/Premium Plus Package as they become due and also to provide the Bank with guarantees for the payments made up to the date of the termination, which will be later debited. The termination of this Agreement shall only become effective after the repayment of all the payment obligations of the Customer to the Bank and the return of all the cards issued for that account.

(3) The Customer is aware that, upon the termination of this Agreement for any reason whatsoever, the Bank will close all the accounts relating to the product, without any notice or other prior formality or any additional costs, if such accounts have a 0 (zero) balance, unless these accounts are subject to garnishment or are preserved under the law or unless other operations resulting from other banking products contracted from the Bank are also performed within these accounts.

(4) The waiver or termination for any reason whatsoever of any product/service from the Premium/Premium Plus package shall be equivalent to the termination of the entire package of products and services.

4. INTERNET BANKING/MOBILE BANKING

4.1. The subject of the Agreement

The Bank grants the Customer the possibility of using the Internet banking/Mobile banking service 24/7, based on a written application of the Customer to that effect, in order to perform certain banking operations in compliance with the terms and conditions set forth hereunder.

4.2. Software installation

(1) In order to log into the Internet banking/Mobile banking service, the Customer shall use the security devices provided by the Bank (e.g. the Mobile Token for QR code scanning and login code generation, PIN). In order to log in to the Mobile banking service, the Customer shall install/access the M-CONNECT app on the device where it wants to use it. If the Customer loses the mobile or tablet, it will be required to submit an application for the revocation of the device.

(2) The Customer may be provided, upon its request to that effect, with technical support over the phone by the Bank in order to log into the Internet banking/Mobile banking service.

The Internet banking service may be accessed based on the username and the Unique Registration Code provided to the Customer by the Bank.

The Mobile banking service may be accessed based on the username and the registration code (needed for the first login).

(3) Based on the Customer's request to that effect, the Bank shall provide basic instructions on how to access and use the service.

(4) The Customer may only report technical issues related to the operation of the Internet banking/Mobile banking service to the Bank over the phone and in writing, via the Internet banking/Mobile banking service, by way of a personally delivered letter or via email. The Customer acknowledges and agrees that any issues related to the performance of the operations (e.g. the correction of any errors, complaints related to the (non)execution of its instructions) will be resolved according to these GBC or the conditions for the performance of the relevant operations.

(5) The Customer may contact the Bank for urgent technical issues relating to the operation of the Internet banking/Mobile banking service by calling one of these telephone numbers: 021/30 40 300; 021/312 80 32 or by sending an email to conect@credit-agricole.ro. The Bank shall make every effort to solve the issues reported by the Customer relating to the connection/operation of the service within 6 hours of receiving the complaint from the Customer, but during the Bank working hours.

(6) The Bank shall not be responsible for any damage caused by the interruption of the Internet banking/Mobile banking service:

- a) If the Customer does not inform the Bank about the inability to perform the operations;
- b) If the Internet banking/Mobile banking service interruption is temporary and necessary for its subsequent operation in optimal conditions;
- c) If the interruption is caused by reasons not attributable to the Bank (e.g. power failures, other actions/faults of third parties, etc.).

In all these cases, the interruption of the access to the Internet banking/Mobile banking service shall not exempt the Customer from the payment of the service.

d) If the interruption of the access to the Internet banking/Mobile banking service is due to the Bank's fault, and the re-connection is not achieved within the deadline referred to above, the Customer shall be entitled to request a reduction of the service payment accordingly, in proportion to the period for which the Internet banking/Mobile banking service was not provided.

(7) The Customer shall be responsible for the management and submission of the Access Elements to the Authorised Users according to these GBC and their training in order to access the Internet banking/Mobile banking service.

(8) Any updates and upgrades of the Internet banking/Mobile banking service shall be free of charge and shall be provided to the Customer without having to conclude an Addendum. If the Customer assesses that the new functionalities are contrary to its interests, it may notify the Bank, in order to:

- a) Keep the previous functionalities or, if that is not possible, to
- b) Terminate this Agreement.

(9) The m-conect app may be used provided there is an Internet connection on the device where it is installed. The Customer is responsible for the Internet access (and the related costs) on the compatible device from where the mobile banking app is accessed.

(10) If the app is deleted by the Customer/User by mistake, he/she/it will be required to follow the original re-installation steps, after obtaining a new registration code from the Bank.

4.3. Software-related intellectual property rights and their protection

(1) The Bank shall be the exclusive holder of the intellectual property rights related to the software that provides the Internet banking/Mobile banking service.

(2) The Customer undertakes not to prejudice the intellectual property rights referred to above in any way and not to modify the software provided by the Bank, not to copy the design of the web pages, not to use their structure and design otherwise than within and as laid down in this Agreement, in order to use the Internet banking/Mobile banking service. Any changes to the software shall be made exclusively by the staff authorised by the Bank.

4.4. The use of the Internet banking/Mobile banking service and the execution of the Customer's instructions

(1) The provision of the Internet banking/Mobile banking service does not involve an obligation on part of the Bank to provide the Customer with the hardware or software components, except those expressly stipulated in these GBC.

(2) **a) The Internet banking service** will allow the following operations involving the Customer's accounts opened with the Bank:

- Viewing the contracted products (current accounts, savings accounts, cards, deposits, loans);
- Opening a current account (RON, EUR, USD, GBP, CHF) only for existing customers;
- Opening a savings account (RON, EUR, USD, GBP, CHF) only for existing customers;

- Entering/changing/saving/deleting/signing payments in RON (intrabank and interbank transfers, utility payments for customers who are individuals, transfers between the accounts of the same customer);
- Entering/changing/saving/deleting/signing payments in foreign currency (intrabank and interbank transfers, transfers between the accounts of the same customer);
- Entering/changing/saving/deleting payment templates;
- Entering/saving/deleting multiple payment files for corporate customers;
- Entering/saving/changing/deleting beneficiaries;
- Entering/changing/deleting/saving/signing deposit establishments;
- Entering/changing/deleting/saving/signing foreign exchanges;
- Negotiating interest rates for deposits higher than EUR 10,000 or the equivalent;
- Negotiating the exchange rate for amounts over EUR 10,000;
- Sending/receiving messages to/from the Bank;
- Setting the option of email and user inbox Customer notification regarding the status of the operations performed;
- Card blocking in case of loss/theft;
- Enabling/disabling of the Internet option for performing card transactions on the Internet;
- Viewing the accounts linked to the card;
- Performing standing orders with daily, weekly, monthly/quarterly/annual/biannual frequency (payment orders in RON, in foreign currency and transfers between accounts), to be processed by the Bank on the date scheduled by the Customer;
- Carrying out intra-banking operations (transfers between accounts, foreign exchange, deposits) outside the working hours (including non-business days), to be processed instantly, as the app is available 24/7, with the exception of the period for the closing of the day;
- Signing transactions entered through Mpin and Mpush;
- Amending the personal data: the correspondence address, the telephone number, the email address;
- A deposit simulator (the Customer can view the gross interest and the related tax at the time of its establishment);
- A file payment menu is available only for legal persons;
- Utility payments available only to individuals;
- Viewing account statements and transaction reports;
- A list of products from the Bank's portfolio for each type of customer, for which the customer can opt from the Iconect app;
- The display of exchange rates;
- The display of the product catalogue;
- The display of the Demo;
- The display of the frequently asked questions;
- The display of the call centre contact details, email address, website, Facebook and LinkedIn page;
- Geolocation for the Bank branches and ATMs;
- User information: My Profile, User Information, Notifications, Device Management;
- The ability to choose widgets for the "Control Panel": Campaigns, Quick Actions, Exchange Rates, Latest Transactions, Useful tips, Transfers;
- Virtual inbox;
- Access to the accounts opened for several customer codes (CIF – tax identification no.) with the same username (e.g. personal accounts and kids accounts);
- Logout from the system;
- A Romanian/English/French menu.

b) The Mobile banking service will allow the following operations involving the Customer's accounts opened with the Bank:

- Viewing the contracted products (current accounts, savings accounts, cards, deposits, loans);
- Opening a current account (RON, EUR, USD, GBP, CHF) only for existing customers;
- Opening a savings account (RON, EUR, USD, GBP, CHF) only for existing customers;
- Entering and signing payments in RON (intrabank and interbank transfers, utility payments, transfers between the accounts of the same customer);
- Entering and signing payments in foreign currency (intrabank and interbank transfers, transfers between the accounts of the same customer);
- Entering/saving/changing/deleting templates;
- Entering/saving/changing/deleting beneficiaries;
- Entering/changing/deleting/saving/signing deposit establishments;
- Entering/changing/deleting/saving/signing foreign exchanges;
- Sending/receiving messages to/from the Bank;

- Setting the option of email and user inbox Customer notification regarding the status of the operations performed;
 - Card blocking in case of loss/theft;
 - Enabling/disabling of the Internet option for performing card transactions on the Internet;
 - Viewing the accounts linked to the card;
 - Performing standing orders with daily, weekly, monthly/quarterly/annual/biannual frequency (payment orders in RON, in foreign currency and transfers between accounts), to be processed by the Bank on the date scheduled by the Customer;
 - Carrying out operations (transfers between accounts, foreign exchange, deposits) outside the working hours (including non-business days), with the exception of the period for the closing of the day;
 - Signing entered transactions;
 - A deposit simulator (the Customer can view the gross interest and the related tax at the time of its establishment);
 - Viewing account statements and transaction and product reports;
 - Geolocation for the Bank branches/ATMs;
 - The list of products in the portfolio for which the Customer can opt: the current account, the savings account, the deposit;
 - The display of exchange rates;
 - The display of the product catalogue;
 - The display of the Demo;
 - The display of the frequently asked questions;
 - The display of the call centre contact details, email address, website, Facebook and LinkedIn page;
 - User profile information;
 - Notification management;
 - The possibility of disabling the user from the device on which it is logged in;
 - Access to the accounts opened for several customer codes (CIF – tax identification no.) with the same username (e.g. personal accounts and kids accounts);
 - Logout from the system;
 - A Romanian/English/French menu.
- (3) The following operations may not be performed by the Customer/User:
- a) Payments from legal persons to individuals without the Bank's consent and without the prior submission of the supporting documents (dividends, salaries, etc.);
- b) The repayment of loans to the shareholder without the Bank's consent if the Customer has loans granted by Credit Agricole Bank Romania S.A.
- (4) The operations performed through the Internet banking/Mobile banking service are conditional on the filling out by the Customer of all the mandatory fields of the i-conect app.
- (5) If the Customer forgets or incorrectly enters the User Code three times, it will ask the Bank in writing for a new Registration Code.
- (6) The Bank shall be hereby empowered by the Customer to execute, on behalf and in the account of the latter, the instructions received according to these terms and conditions, at the sole risk of the Customer.
- (7) The use of identification elements, when the Customer issues instructions to the Bank, is proof that the Bank has performed the operation required on the basis of the orders received from the Customer.
- (8) The Customer takes on all the risks and consequences resulting from the transactions performed on the basis of the instructions given to the Bank, under these terms and conditions.
- (9) The Customer shall provide the Bank with all the necessary original documents, required by the Bank according to the legal provisions in force, within ten (10) business days after giving the original instructions under these terms.
- (10) The Bank shall inform the Customer about the operations that cannot be executed as requested as soon as possible. The Bank shall also provide the Customer via the Internet banking/Mobile banking service with the possibility of viewing all the operations initiated by the User(s), including those rejected by the Bank, and the reason(s) for the refusal.
- (11) The Customer shall be held liable for the accuracy and correctness of the information, instructions and other messages sent to the Bank, according to these terms and conditions.
- (12) The exchange rate at which the foreign exchange orders are performed shall be directly accessible in the Internet/Mobile banking apps. The exchange rate shall be constantly updated according to the Bank's foreign currency buying and selling offer. If a foreign exchange order is initiated by the Customer after the related cut-off time, it will be performed at the exchange rate displayed by the system at the time of the transaction and shall be processed according to the Deadline for the acceptance of transactions.
- (13) Any deposits that can be established through the Internet banking/Mobile banking service are only the types of deposits that are displayed via the Internet banking/Mobile banking service, and any other types of

deposits may only be established or terminated by the Customer at the Bank counters. Deposits may only be established during the hours determined according to the Deadline for the acceptance of transactions.

(14) Deposit establishment/termination operations may also be initiated outside the working hours (including non-business days), and they shall be processed by the Bank according to the Deadline for the acceptance of transactions.

For any deposits established outside the working hours, the interest rate used by the Bank at the time of the establishment shall apply. The specific conditions of deposit establishment/termination (the term, the interest, rights and obligations of the parties) shall be made available to the Customer within the Internet banking/Mobile banking app. The Customer declares that, by the establishment/termination of a deposit through the Internet banking/Mobile banking service, it has taken note of and agreed with the application of the conditions for that deposit, which have full contractual value.

(15) Any transactions ordered by the Customer through the Internet banking/Mobile banking service shall be performed according to the Deadline for the acceptance of transactions. Any operations ordered after the acceptance cut-off time may be signed by the Customer and will be processed by the Bank on the next banking business day.

(16) The User's daily limits for the amount are determined by the Customer that is a legal person when contracting the service.

(17) The proof of performance of transactions in the Customer's account shall be the account statement; the account statement sent to the Customer via the Internet banking/Mobile banking service shall not be definitive information provided by the Bank.

(18) The Bank reserves the right to block the Customer's/User's access to the Internet banking/Mobile banking app without his/her/its prior consent, for objectively justified reasons related to: **a)** the security of the User Code; **b)** a suspected unauthorised or fraudulent use thereof, or, **c)** if the Customer has access to a line of credit, related to a significantly increased risk that it may be unable to meet the obligation to pay; or to **d)** the protection of the Bank's/Customer's interests; **e)** the wrong entry of the username/PIN three times in a row; or **f)** the failure to pay the monthly management fee.

(19) If the access to the Internet banking/Mobile banking service is blocked, the Bank shall inform the Customer about the access blocking and the reasons behind it, whenever possible, before blocking it, over the phone, or immediately after blocking it, at the latest. The Bank has no obligation to inform if, by doing so, the objectively justified security reasons are prejudiced or if it is prohibited by other relevant legal provisions. The Bank shall unblock the Customer's/User's access once the reasons for the blocking cease to exist.

(20) The Customer/User may not revoke/amend a payment order after it has been accepted by the Bank through the Internet banking/Mobile banking service.

(21) Payment orders issued and authorised by the Customer/User via the Internet banking/Mobile banking app for which he/she/it has stated a future date of execution may be revoked by the Customer by the end of the working hours on the banking business day prior to the date requested for the start of the execution.

(22) After the cut-off times referred to above, the Bank shall only accept the revocation/amendment of a payment order if it is possible and if this has been requested in writing, with the indication of the identification elements for the operation, as well as the reason for the revocation/amendment and the submission of the Customer's solemn declaration that the payment has not been confirmed to the beneficiary. Under these circumstances, the Bank reserves the right to charge a fee for the revocation/amendment, according to the fees and commissions applied to customers (also available on the Bank's website).

(23) The amounts related to the transfer orders revoked by the Customer shall be credited to its account as soon as they are made available to the Bank, but not before receiving them. The Customer's account shall be credited with an amount equal to the one collected by the Bank, which shall not be liable for the fees charged by the correspondent banks for the revocation operation.

(24) The transfer instructions received through the service from the Customer/User shall only be executed by the Bank if the Customer/User identification has been done correctly and completely and the conditions listed in the GBC for the execution of a payment transaction are observed.

(25) The absence of any objection made within the abovementioned period shall be deemed to be an acceptance by the Customer of the balance and the operations featured on the payment account statement.

(26) If a payment operation initiated by the Customer as the payer and deemed to have been received by the Bank and reported by the Customer within 13 months of the debiting date has not been executed or has been executed incorrectly, but the Bank can prove that the amount payable has been made available to the beneficiary's bank, the beneficiary's bank will be held liable to the beneficiary Customer.

(27) If the responsibility for the non-performance or improper performance of the payment operation rests with the Bank, it will immediately reimburse the amount relating to the payment operation and, where appropriate, it will restore the debited account to the status which it would have had if the operation had not been performed.

(28) The Customer shall be deemed to be fully liable if the identification elements are expired, lost, stolen or disclosed to unauthorised persons and undertakes to immediately inform the Bank to that effect. The Bank shall

be exempted from liability in case of non-compliance by the Customer with the obligation to notify referred to above.

(29) The Customer shall not have access to the Internet banking/Mobile banking service until it requests and receives new identification elements from the Bank.

(30) The Bank shall not be liable for losses or other damages which the Customer may incur as a result of the Internet banking/Mobile banking service interruption or stoppage due to technical problems.

(31) Because the Internet, as defined above, is beyond the control of the Bank, it shall not be responsible in case of Internet app piracy.

(32) The Bank shall resolve the Customer's requests submitted to the Customer Relations Department as laid down in this Agreement and the General Business Conditions, within a period of 30 business days from the date of their receipt.

4.5. The Customer's rights and obligations

(1) To use the Internet banking/Mobile banking service according to this Agreement.

(2) To request and receive an account statement.

(3) The Customer/User may request the blocking of the access to the Internet banking/Mobile banking service: **a)** by calling 021 30 40 300 or **b)** in writing, directly at the Bank's counters, during the working hours (from 9:00 to 17:00).

(4) The Customer shall not provide information on the Internet banking/Mobile banking service to any third party person without the Bank's prior written consent.

(5) The Customer has the obligation to inform all Users about all the terms of this Agreement and to inform them about the procedures for using the Internet banking/Mobile banking service published on the Bank official website.

(6) To use the Internet banking/Mobile banking service as laid down in this Agreement, according to the specific instructions for use and under the law.

(7) The Customer and Users are required to keep the identification elements provided by the Bank confidential and to take all the necessary security measures to mitigate any attempted unauthorised accessing of the Internet banking/Mobile banking service.

(8) Any change of the Customers' representatives/Users shall be immediately notified to the Bank in writing and shall be enforceable against the Bank only after it has been notified in writing by the Customer. The Bank shall not be responsible for any transactions requested by the Customers through those representatives prior to the notification.

(9) The Customer undertakes to verify the authorised operations and, in case of detecting any discrepancies or unauthorised operations, to contact the Bank as a matter of emergency, immediately after learning that the operation has been performed, in order to resolve the situation created.

(10) To notify the Bank, initially by calling 021 30 40 300 and, subsequently, in writing as soon as it finds that one of the following situations has occurred: a) any error or irregularity in the management of the account by the Bank; b) it has suspicions about the possibility of unauthorised persons knowing the user code.

(11) To issue clear, complete, unambiguous and accurate instructions for the performance of the operations, being also responsible for the compliance with the Bank procedures for giving information via the Internet banking/Mobile banking service.

(12) To provide the Bank with all the necessary original documents (payment orders in foreign currency, foreign payment order (FPO), foreign currency purchase and sale orders marked "for confirmation", etc.) accompanied by the supporting documents requested by the Bank under the law and its regulations in force, within ten (10) business days from the submission of the original instructions.

(13) Based on a request from the Bank, to submit any supporting documents and other payment forms related to the ordered payment operations, according to the legal provisions in force and any other documents requested by the Bank.

(14) To notify the Bank of any cancellation/amendment of any of the rights granted to the Users, in particular the right to access/use the Internet banking/Mobile banking service.

(15) To notify the Bank in writing about any Force Majeure events which are unforeseeable and unavoidable, and which prevent it from fulfilling its obligations under this Agreement, within five business days from the occurrence of the events and to provide the Bank with proof of such an event. The absence of any objection within the above-mentioned period shall be deemed to be acceptance by the Customer of the balance and the operations featured in the payment account statement.

4.6. Rights and obligations of the Bank

(1) The Bank has the following obligations: (i) to comply with the laws in force on the protection of personal data and to implement the appropriate technical and organisational measures intended to protect the Customer's/User's personal data against accidental or unlawful destruction, loss, alteration, disclosure or unauthorised access, particularly if the relevant processing involves the transmission of data within a network, and against any other unlawful forms of processing; (ii) to preserve the confidentiality of all the data and

information on the Customer/User (including, but not limited to the name, the login name, the user code), the accounts and the transactions performed by him/her/it under this Agreement, under the law; (iii) to execute the ordered transactions, based on the data submitted via the Internet banking/Mobile banking service, in accordance with the provisions of this Agreement; (iv) to inform the Customer of any changes in the procedures for the implementation of the Internet banking/Mobile banking service, by posting them on the Bank official website; (v) to notify the Customer, by any means of communication, whenever the operation ordered by it cannot be performed for any reason whatsoever, except the cancellation by the Bank of the term deposits created via the Internet banking/Mobile banking service, that do not comply with the minimum amount notified by the Bank.

4.7. The Parties' liability

(1) The Customer shall be liable for:

- (a) Losses/damages caused by the failure to comply with its obligations to protect the Access Elements;
- (b) Losses/damages caused by the improper use of the electronic security devices or their loss/theft;
- (c) The Internet banking/Mobile banking service accessing and use by unauthorised third parties, except in cases that are not attributable to it (e.g. the Bank's intent or serious misconduct);
- (d) Its mistakes in using the Internet banking/Mobile banking service;
- (e) Indirect losses resulting from the use of the Internet banking/Mobile banking service (e.g. the payment of penalties to third parties, loss of profit etc.).

(2) The Customer/User shall bear losses of no more than EUR 150 (or the RON equivalent calculated at the NBR exchange rate of the date of the transaction) for any unauthorised payment operations resulting from the use of the custom identification and security means lost/stolen/used without authorisation, which are performed by the notification of their loss/theft/unauthorised use.

(3) The Customer/User shall bear losses of no more than EUR 50 (or the RON equivalent calculated at the NBR exchange rate on the date of the transaction) for any unauthorised payment operation if he/she/it has not acted fraudulently and has not deliberately violated the obligations incumbent on him/her/it in terms of using the service.

(4) The Customer/User shall bear all the losses relating to any unauthorised payment operations if these losses result from fraud or non-compliance, whether deliberate or grossly negligent, with one or several obligations incumbent on him/her/it in terms of using the service.

(5) The Customer/User shall be held liable for: **(i)** the veracity and accuracy of the data and information submitted to the Bank upon conclusion and during the implementation of this Agreement, **(ii)** the access to, and safe-keeping of the information received, access codes and passwords or the unauthorised disclosure thereof to third parties, fully taking on the consequences that may arise from the failure to comply with this obligation; **(iii)** the disclosure of the identification details to unauthorised persons, and for any consequences whatsoever arising from such circumstances.

(6) The Bank shall be liable for:

- (a) Ensuring the operation of the Internet banking/Mobile banking service;
- (b) Performing the operations according to the Customer's instructions;
- (c) Ensuring the security of the Internet banking/Mobile banking service and preserving the confidentiality of the transactions.

(7) The Bank shall not be responsible for the security of the equipment needed by the Customer for using the Internet banking/Mobile banking service. The Bank shall not provide support for the Customer's hardware/software.

(8) The Bank shall only be liable within the limit of and in the cases laid down by the applicable legal provisions in the field and the provisions of this Agreement.

(9) The Bank shall not be liable if the Customer: **(i)** cannot access the contracted service for reasons not attributable to the Bank, such as: the interruption or malfunction of any means of communication or failures in the data processing or transmission systems; **(ii)** the payment instructions received by the service provider of the payment beneficiary/Customer are incomplete or incorrect for any reason not attributable to the Bank, including the interruption or malfunction of any means of communication; **(iii)** for any deficiencies and/or errors that might occur in the process of transmission of the account statements by post or the agreed means.

(10) The Bank is not responsible for the security of the devices (computers/laptops/smartphones/tablets) from which the Customer accesses the Internet banking/Mobile banking service or for any damages/losses arising from the use of the Internet banking/Mobile banking service on computers/laptops/tablets/smartphones which feature changes that may affect the security of the device or on unsecured or virus-infected devices.

4.8. The duration of the Agreement

The Agreement enters into force upon its signature by both parties and shall be concluded for an indefinite period.

4.9. The termination of the Agreement

(1) The Bank may terminate the Agreement, effective immediately and in full, without requiring any prior notice or other formalities and without the court intervention, in case of violation by the Customer of the legal regulations regarding the use of the Internet banking service.

(2) The Customer undertakes to provide all the necessary amounts in this regard in the payment account. If the existing funds do not cover the amounts due, the Customer will be notified by the Bank, and the Bank will be entitled to later withhold any amounts due at any time. If, by the 15th of the month, the Customer still does not ensure the necessary funds, the Bank will be entitled, without completing any other formalities, to suspend the Customer's access (and thus Authorised Users' access) to the Internet banking/Mobile banking service until recovering any amounts due or to terminate this Agreement in accordance with these GBC. In these cases, the Bank shall have the right, but not the obligation to withhold the amounts due from any other payment and/or deposit accounts (even ones that have not reached maturity) opened in the Customer's name with the Bank.

5. SMS ALERTS FOR CARD TRANSACTIONS

5.1. The subject of the Agreement:

It is a service of sending SMS messages to the Customer for its notification of the transactions using the card issued by the Bank.

(1) If the Customer has received an SMS for a transaction which it has not performed, it will inform the Bank/processor immediately by calling 021 30 40 300 or 021 222 33 36.

(2) The SMSs shall be sent to the mobile phone number stated in the Application for the purchase of banking products and services, whenever the Customer performs a card transaction worth more than RON 150.

(3) The SMS shall be received immediately after the transactions have been performed, except those performed from a Terminal which does not send transactions in real time for authorisation purposes.

(4) The Holder/Authorised User shall be informed via SMS about the following details of the transaction: the amount, the currency, the location of the terminal and the card number.

(5) The Bank shall not be held liable for the inability of sending/receiving an SMS for reasons related to third parties or because of having declared a wrong phone number.

5.2. The duration of the Agreement:

The SMS Conect service shall be granted by the Bank for an indefinite period.

5.3. The termination of the Agreement:

(1) The Bank may terminate the Agreement, effective immediately and in full, without requiring any prior notice or other formalities and without the court intervention:

a) In case of non-payment of the monthly management fee for the SMS alert service, it shall be suspended within 30 days from the due date;

b) When closing the debit card.

6. THE SUBMISSION OF INFORMATION BY FAX

6.1. The Subject of the Agreement

(1) The faxing, as a matter of exception, of the Customer's instructions to the Bank for the performance of banking operations and of the information on the Customer's banking activity, from the Bank to the Customer.

(2) Such operations performed by the Bank shall be deemed to be performed on behalf of the Customer on the date of the receipt and registration of the instructions by its Account Officer, and the Bank may execute the instruction given by the Customer by fax no later than the following banking business day.

6.2. Rights and obligations of the Parties

6.2.1. Rights and obligations of the Customer

(1) To inform the Bank in writing of the fax number used within this service. Any change made to the fax number shall be notified in writing to the Bank by the Customer, under these GBC.

(2) To only submit the instructions bearing the authorised signatures indicated in the Application for entering into a business relationship with the Bank and strictly according to the conditions of validity of the authorised signatures.

(3) To sign each page as provided for in paragraph a).

(4) To submit the original to the Bank, by courier or by post, within 24 hours of sending the instructions by fax.

(5) The Customer shall take responsibility in the following cases:

a) The instructions or date submitted are illegible;

b) The signatures on the faxed instructions do not match those existing in the Application for entering into a business relationship with the Bank or the signatures are illegible;

c) The information submitted is not real;

d) The fax transmission of the instructions contains errors or incorrect operations due to the drafting or means of transmission;

e) Wrong or incomplete instructions are sent;

f) The transmission of the instructions by the Customer by mistake;

g) Any negligence on part of the Customer, a third party or the correspondent banks.

(6) The Customer confirms that it understands and agrees to take the risk and responsibility in full for any financial loss, damage and legal liability that may result from not knowing the account status, as a result of the service of fax submission of information.

(7) The Customer shall not involve the Bank and shall protect it against all third party claims for financial compensation, damage and legal liability regarding the service of fax submission of instructions.

6.2.2. Rights and obligations of the Bank

(1) The Bank will execute the instructions submitted by the Customer and will execute the operations requested by the latter, according to the instructions, if they are received by the Bank clearly and they are properly signed.

(2) The Bank may refuse to perform any transaction if the instructions submitted by the Customer are not sufficient, clear and duly signed.

(3) The Bank shall notify the Customer if an operation cannot be executed as a result of signature inconsistency or the receipt of insufficient, unclear or improperly signed instructions.

(4) The Bank has no obligation to contact the Customer to inform it about the events that affect the account, the account status or the reasons why the operation ordered by fax cannot be performed due to the breach of a legal regulation.

(5) The Bank is not liable and does not take on the consequences or risks that may occur if the fax message is the product of a forgery or any fraudulent work.