

## Annex 3 – General Terms of Business

### General Business Conditions of

Credit Europe Bank (Romania) S.A. applicable to

#### LEGAL PERSONS AND SIMILAR ENTITIES

##### 1. General Provisions

###### 1.1 Scope

1.1.1 These General Business Conditions (hereinafter referred to as GBC) establish the general legal framework of the relationship between CREDIT EUROPE BANK (ROMANIA) SA, headquartered in Bucharest, 26Z Timisoara Boulevard, Anchor Plaza Building, district 6, postal code 061331, registered at the Trade Register Office under no. J40 / 18074/1993, Unique Registration Code and VAT Registration No. 4315966, registered in the Bank Registry under the number RB-PJR-40-018 / 18.02.1999, share capital 557,609,960.60 RON, recorded in the Register of the Personal Data Processing under number 959, the "Bank" and its legal entities, natural persons authorized to carry out economic activities, individual enterprises or similar entities, resident or non-resident, and which fall under the notion of professionals in the meaning of the Civil Code (the "Customer"). In this respect, the Customer expressly confirms that he/she is not a consumer within the meaning of consumer protection legislation and concludes the present GBC as a professional, whether or not registered, organized and operating as such in accordance with the applicable legal provisions.

1.1.2. The Customer declares that he/she agrees that, based on the relevant national legislation provisions implementing Article 30 (1) and Article 51 (1) and (2) of the Internal Market Payment Services Directive 2007/64 / EC, the relationship between him/her and the Bank shall be governed by the provisions of the present GBC and any other terms and conditions agreed by the Client and the Bank, all such provisions governing the relationship between the Client and the Bank and shall be binding, by way of derogation from the applicable law to the fullest extent permitted including, without limitation, the following: (i) Fees and commissions, including the provision of information and / or corrective actions taken by the Bank; (ii) corrective and remedial measures; (iii) changes to the present GBC or other special contracts including provisions on payment services; (iv) the irrevocable nature of a payment order; (v) obligation of proof with respect to a payment transaction; (vi) liability for unauthorized or unexecuted / inappropriate payment operations; (vii) the conditions applicable to reimbursement for payment transactions.

1.1.3. The Parties agree that the provisions of the Government Emergency Ordinance no. 113/2009 on payment services apply exclusively within the limits expressly assumed by the present GBC or are imperative even for entities that do not act as consumers.

1.1.4. The present GBC will govern the relationship between the Bank - Client deriving from Customer's opening and operation of current accounts and deposit accounts, from the provision of payment services and the provision by the Bank in favor of the Client of any other banking services / products, the same being considered written and automatically completing any specific contract concluded before or after the date of the present GBC, through which the Bank makes available to the Customer such services / products, whether or not those contracts expressly mention that they are complementary to the provisions of the GBC. Therefore, the General Business Conditions are considered to be incorporated by reference in the Account Opening Application and / or any other document that completes or modifies the Account Opening Request as well as in any of the specific agreements between the Bank and the Client.

1.1.5. The present GBC form the general legal framework in the Bank-Client relationship, enter into force as of the date of execution / acceptance of the document by the Client, either by directly signing it or by way of the Account Opening Request, or by signing any other contract or document in which is incorporated by reference, and remain in force until the end of all business relationships. In this respect, the Client understands and accepts that no contractual relationship may subsist between the Bank and the Client in the absence of the applicability of the GBC, the termination in any way of the same determining the termination, from the same date, of any specific contract, respectively, as applicable, insofar as any specific contract subsists termination in any way of the contractual relationship derived from the General Business Conditions, the latter shall continue to apply until the effective termination of that specific contract as well. However, the provisions on confidentiality, the processing of personal data and the liability of the parties will continue to produce effects even after the termination of the GBC.

1.1.6. In the event that the present GBC have been concluded at the customer's request, by a remote mean of communication both the Bank and the Client will fulfill their obligations immediately upon signing the same or any other document in which they are incorporated by reference.

1.1.7. The Bank will not enter into any contractual relationship with the Client unless the latter has accepted the present GBC.

## 1.2. Definitions and interpretation

Wherever used in this document, the terms listed below have the following meaning:

Authentication - the procedure that allows the Bank to verify the use of a particular payment instrument, including its personalized security features.

Payment transaction authorization - expression of the Customer's consent for the execution of the payment transaction

"Bank" means:

(a) Credit Europe Bank (Romania) S.A., acting by means of its headquarters as well as through any of its territorial units (point of work, agency, office, branch);

(b) any successor of Credit Europe Bank (Romania) S.A.

Payee - intended recipient of the funds that have been subject to a payment transaction.

Bank's SWIFT address / Unique Bank Identifier Code (BIC) (Bank identification code) - Internationally recognized code consisting of 8 or 11 alphanumeric characters identifying a Bank in the SWIFT system.

Client ID - Customer identifier assigned and used by the Bank to identify a Customer on its own records.

Account - Client's account with the Bank, which is used to execute payment operations.

Dormant Account - Current account whereby the Customer has not ordered operations for a period of at least 6 months and with a maximum balance of up to \$ 100 or equivalent in any currency.

Currency date - the reference date used by the Bank to calculate the interest on funds debited from or credited to the account

Group - has the meaning determined according to the legislation in force at the relevant moment, namely at the date of this version of the GBC, the following normative acts with all subsequent modifications and completions: Government Emergency Ordinance no. 98/2006 on the supplementary supervision of credit institutions, insurance and / or reinsurance companies, of financial investment services companies and financial conglomerate investment management companies, Government Emergency Ordinance no. 99/2006 on credit institutions and capital adequacy, Regulation (EU) no. 575/2013 of the European Parliament and of the Council of 26<sup>th</sup> of June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No. 648/2012

IBAN (International Bank Account Number) - account identifier used internationally to identify an account opened at a financial institution.

Payment instrument - any personalized device and / or any set of procedures agreed between the Customer and the Bank and used by the Customer to initiate a payment order.

Payment operation - action initiated by the Client for the purpose of depositing, transferring or withdrawing funds.

SHA commissioning option –method of commissioning the execution of all payment transactions in RON and payment transactions in the currencies of the European Union (EU) / European Economic Area (EEA) Member States, when the payment service provider of the payee is in an EU / EEA member state, according to which the payer Customer bears the commissions of the payment service provider of the payer and the payment beneficiary Customer bears the commissions of the payment service provider of the payee. In any other case, the SHA commissioning option requires the payer Customer to bear the commission of the payer's bank, and requires the beneficiary Customer to bear the commission of the beneficiary's bank and possible commissions of the corresponding banks according to international practices and the SWIFT standard.

OUR commissioning option –method of commissioning the execution of foreign currency payment transactions, according to which the payer Client is responsible for all commissions related to the execution (including the SWIFT commission and the correspondent bank's commission).

BEN commissioning option - method of commissioning the execution of foreign currency payment transactions, according to which the payee Customer bears all the commissions related to the payment transaction.

Payment order - any instruction given by the payer or the payee to the Bank requesting to perform a payment transaction (either as an individual payment transaction or as a series of payment transactions)

Reference interest rate - the interest rate used as calculation basis to determine the interest to be applied and originating from a public source that can be verified by both parties to a payment service contract

Cash remittance - payment service through which funds are received from the payer without creating a payment account on behalf of the payer or payee for the sole purpose of transferring an equivalent amount to the payee or to another payment service provider acting on behalf of the payee and / or through which the funds are received on behalf of the payee and made available to him / her.

Payment services - any of the following activities:

(a) services that allow cash to be deposited or withdrawn into, respectively from an account, as well as all operations necessary for the operation of the account;

(b) performance of the following payment operations, whether or not the funds come from a credit granted to a payment service user: direct debits, including singular direct debits, payment transactions through a payment card or similar device, credit transfer operations, including scheduled payment orders;

(c) issuing and / or accepting payment Instruments as payment;

(d) money remittance;

(e) performance of payment transactions for which Customer's consent is given by any means of telecommunication, digital or IT, and the payment is made by the operator of the system or of the computer or telecommunication network acting exclusively as an intermediary between the payment service user and the provider of goods and services.

SWIFT - Society for Worldwide Interbank Financial Telecommunication - which is the provider of secure financial messaging services to financial institutions on a global level.

Banking day - any day in which banks in the relevant jurisdiction are generally open to work with the public other than Saturday or Sunday or any other day declared as non-working, limited to that part of a day during which the Bank receives, accepts or refuses to execute operations, as detailed in the *Time Limit for Processing* document displayed on the bank's official website and / or inbank units.

### 1.3. Special conditions for certain business relations

Certain business relations, including, but not limited to, term deposits, letters of credit, incassos, warranties, forward contracts or loan grants are governed by special conditions that may differ to the present GBC and are the subject of separate contracts. In the event of a conflict between the provisions of the present GBC and the provisions of those contracts, the latter shall prevail.

### 1.4. Conditions for modifying the GBC

1.4.1. Considering the need and intention of the Bank to continuously adapt to the changes in legislation, jurisprudence and financial-banking practices, the Bank is entitled to modify unilaterally, periodically, in whole or in part, the present GBC, as well as any fees and commissions applicable to specific banking products / services as they are included in the List of Fees, Commissions and Interests, or any equivalent document irrespective of the actual name used.

1.4.2. Any change to the GBC will be notified to the Customer in writing, at least 30 (thirty) calendar days before the proposed date for its application and will become applicable to both the Client and the Bank as of the date specified in the notification but not earlier of 30 (thirty) calendar days from the date of the communication of the changes in accordance with the provisions of this document.

1.4.3. The Customer accepts that the above mentioned notification, sent by e-mail, by post, via Internet banking services, displayed at any of the territorial units or on the official website of the Bank, constitutes a sufficient notification of the proposed changes. The new version of the GBC, which will replace all or part of the previous version, will be brought to the attention of the Client by displaying it at the territorial units of the Bank, will be displayed on the Bank's website at [www.crediteurope.ro](http://www.crediteurope.ro) and / or will be provided to the Customer upon request. The Client understands to periodically check both the official website of the Bank and the changes displayed at the Bank's offices in order to be informed of the latest changes to the Bank's GBC.

1.4.4. If the Customer does not notify the Bank of the non-acceptance of the change by the proposed date for the entry into force of the changes, it shall be deemed that the Customer tacitly accepted the respective change.

1.4.5. If the Customer does not agree with the modification proposed by the Bank, he/she is entitled to request in writing the termination for convenience of the Contract immediately and free of charge, before the date proposed for the application of the amendment. Also, if the Customer refuses to accept the changes within the above mentioned term, the Bank has the right to unilaterally terminate the contractual relationship with the Client in accordance with the provisions of the present GBC.

### 1.5. Confidentiality and information transfer

1.5.1. The Bank undertakes to preserve the confidentiality of all information, facts and data that it holds relating to the Client and which are defined as confidential according to the applicable law in force. The Bank may disclose such information only if (i) it is bound or entitled to do so on the basis of a legal provision or other normative act that the Bank normally observes in order to protect the Bank's

interests, including without limitation, for the purpose of Bank's fulfillment of any legal procedure or if (ii) the Client has consented in writing to such disclosure, clearly indicating the person / category of recipients to whom the Bank is entitled to disclose information, data which is within the scope of banking secrecy, as well as information and data intended to be disclosed.

1.5.2. The banking secrecy regarding information and data about the Client and transactions thereof cannot be opposed to supervisory authorities in the banking system and to those competent in the field of preventing and combating money laundering and terrorist financing.

### 1.5.3. Confidentiality and banking secrecy

The Bank undertakes to preserve the confidentiality of all information, facts and data that it holds relating to the Customer and which are defined as confidential under applicable law, subject to the obligation of professional secrecy in the banking field.

The Bank may disclose such information only if:

(a) is bound or entitled to do so on the basis of a legal provision or other regulatory act, or

(b) the Bank justifies a legitimate interest or

(c) the Customer has consented in writing to this disclosure. In this respect, the Client understands and agrees that the Bank may disclose information subject to the obligation of professional secrecy where this is necessary for the performance of the Bank's activities and the provision of services to the Client, as detailed in Art. 1.6.7. below.

In some cases, recipients are legally required to keep professional secrecy (such as authorities, lawyers, experts, other financial institutions). In other cases, the Bank shall notify the respective recipients of the confidential nature of the information so communicated and require them to observe confidentiality under conditions similar to those binding on the Bank, including by taking appropriate technical and organizational measures to ensure data security. The Bank will not be able to condition the disclosure of data based on such measures and on the confidentiality undertaking of the recipient in cases where the data are disclosed on the basis of legal requirements or in defending the legitimate interest of the Bank.

To the extent permitted by law, the Client undertakes to maintain the confidentiality of any terms and conditions negotiated with the Bank with regard to the various products and / or services which they benefit from, including, without limitation, any offers, fees or commissions, as well as on Payment Instruments or Security Issues.

## 1.6. Processing of personal data. Commercial communications

### 1.6.1. The meaning of the terms used

Personal data - any information relating to an identified or identifiable individual; an identifiable person is a person who can be identified, directly or indirectly, in particular by reference to an identifier such as

a name, an identification number, location data, an online identifier, or by reference to one or to several elements specific to its physical, physiological, genetic, psychic, economic, cultural or social identity.

Special categories of data - for example, data on racial or ethnic origin, political opinions, religious confession, trade union membership, health data, sexual orientation data.

Processing of personal data - any operation or set of operations that is performed on personal data by automatic or non-automatic means such as collection, recording, organizing, structuring, storing, adapting or modifying, extracting, consulting, using, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restraint, erasure or destruction

Data subject - an identified or identifiable individual whose personal data is processed by the Bank.

Recipient - any natural or legal person to whom data are disclosed, whether or not a third party; public authorities to whom data are communicated under a special investigative competence will not be considered recipients.

Data Controller - means a natural or legal person, a public authority, an agency or other body that, alone or with others, establishes the purposes and means of processing personal data. In relation to the Client, the Bank is mainly the operator.

Person empowered by the operator - a natural or legal person who processes personal data on behalf of the data controller. They are the persons primarily empowered by the subcontractors of the Bank.

1.6.2 The Bank processes personal data in order to provide the services and supply banking products, in compliance with the provisions of the General Data Protection Regulation no. 679/2016 as of May 25<sup>th</sup> 2018, as well as the other applicable regulations in the matter.

1.6.3 Personal data processed by the Bank are owned by the Data subjects, such as: Customer's Representatives, Client's account delegate, Client's Associates or Shareholders, Client's co-debtors and guarantors natural persons and their family members, as well as third party natural persons who are in a relevant relationship with the Client or who are involved in the Client's activity, individuals whose data are provided in the documents submitted by the Client or other persons using the Bank's services, the beneficiary of a payment transaction, the beneficiary of an insurance, persons subject to the attachment procedure. These personal data are included in the documents and / or information obtained by the Bank in initiating business relations with the Customer or subsequently in the course of business relations with the Bank.

1.6.4. In certain circumstances, in order to initiate and carry out various business relationships with the Client, the Bank may process personal data belonging to certain categories of Data subjects (for example, persons delegated by the Client, representative husband/wife, associate, shareholder Client, co-debtors, guarantors and members of their families, third parties in a relevant relationship with the Customer or who are involved in the Client's activity) without benefiting, however, of the practical way of directly ensuring information of these categories of persons. In this respect, it is the responsibility of the Customer and the Customer's representatives to ensure that they have duly informed the Data

subject regarding the processing of its data by sending this document or by consulting the Bank's confidentiality policy published on the Bank's website [www.crediteurope.ro/gdpr/](http://www.crediteurope.ro/gdpr/), that they have the right to transmit its personal data and to obtain its express consent, to the extent that such consent is required by the Bank as necessary under the applicable legal provisions.

#### 1.6.5. Categories of personal data that are processed by the Bank

The Bank processes personal data as a controller, directly, but also through empowered persons such as subcontractors or other financial institutions involved in settling payment services or performing other services. The Bank may also process data with other personal data operators, such as in the case of co-branded cards or insurance products (see Article 1.6.7 below for details).

(a) Identification and contact data required for identification and communication purposes in order to conduct contractual relations; (b) Financial data and information necessary for the purpose of evaluating award of credit products and developing the credit relationship. (c) Data and information necessary for the purpose of providing services by electronic means or by telephone or for the purpose of securing the security and fraud prevention requirements; (d) Other personal data and information: data obtained by combining, organizing or extracting the above data; any other categories of data that the Customer's Representatives / delegates provide to the Bank or which the latter acquires and processes in accordance with applicable law or contracts in relation to the Customer; (e) Special data:

The Bank does not process special categories of data in the normal course of its relations with the Customer or the other Data subjects. However, the Bank may, in compliance with the legal and contractual obligations and guarantees binding on the Bank, process data on health status in the context of the services offered regarding insurance policies related to services and products contracted from the Bank or in the context of offering of facilities upon Customer's request (for example, credit restructuring). The Bank may also process special data insofar as it is included by the Data subject in the details provided to the Bank upon the provision of services by the Bank (for example, explicit details contained in Customer's Payment Instructions).

#### 1.6.6. The purposes for which the Bank processes personal data and the grounds for the processing

1.6.6.1. The Bank's processing operations for the purposes detailed below are primarily required for the Bank's compliance with its statutory obligations or to perform / prepare a contract to which the Data subject is / will be a party. To the extent necessary, the Bank will also rely on its legitimate interest, always pursuing compliance with the conditions imposed by the regulations in force on the lawfulness of personal data processing.

1.6.6.2 The Bank processes the data and information of the data subjects necessary to perform the contracts concluded with the Customer / Data subject and for the purpose of providing the Products and Services to the Client.

1.6.6.3 The Bank processes personal data necessary to comply with its legal obligations (such as: identifying and knowledge of customers, preventing money laundering and combating terrorism

financing, preventing fraud and securing banking secrecy, including by collecting the data contained in the identity documents of the data subject in the computer system).

1.6.6.4. In the pursuit of the legitimate interests that the Bank has in relation to the proper management of its activity.

1.6.6.5. To the extent that the Data subject has expressed its consent upon the commencement of the business relationship with the Bank or thereafter, the Bank carries out personal data processing for the purpose of: (a) directly transmitting advertising messages to promote the Bank's most appropriate products and services or to promote the services of other entities in the group or of contractual partners; (b) analysis of transaction history, their characteristics, the location of the transaction initiation, in order to personalize dedicated and exclusive offers; (c) analysis of the behavior of the person while accessing the Bank's website through the use of cookies, both of the Bank and of third parties (information on the Bank's Cookies Policy can be consulted on the Bank's website <http://www.crediteurope.ro/politica-de-cookies/>).

The consent expressed on the processing of data based on the consent of the data subject may be withdrawn at any time without affecting the legality of the processing carried out prior to the withdrawal. When collecting the consent, the Bank will provide the Customer with additional information about the purpose of the data processing, the possibility of transferring it to third parties as well as on a simple method to withdraw it.

1.6.6.6 The Bank will process personal data for other purposes as well in connection with its future legal obligations or legitimate interests. In this respect, the Customer and the data subject have access to and can verify at any time up-to-date information on the data categories, the purposes and the grounds of the processing, the categories of recipients of the data through the confidentiality policy published on the Bank's website [www.crediteurope.ro](http://www.crediteurope.ro), available at the Bank's offices, displayed on its website at [www.crediteurope.ro/gdpr/](http://www.crediteurope.ro/gdpr/) or provided on request on paper or in electronic format.

1.6.7 Categories of recipients to whom personal data may be disclosed

1.6.7.1. If it is necessary to carry out the activity and to ensure provision / supply of banking services to the Customer at the best standards or in order to fulfill its legal obligations or in pursuit of its legitimate interests, the Bank may disclose personal data to certain persons or entities: (a) the legal representatives of the data subject; (b) third parties such as correspondent financial institutions, clearing / settlement entities or entities involved in the execution or facilitation of fund transfer services (e.g. SWIFT, Western Union, card issuers - VISA, Mastercard, banks of the traders to which the customer made the payment by card); (c) Bank's risk insurance and reinsurance institutions; (d) Client's risk insurance / reinsurance institutions when, for example, the Customer benefits of an insurance policy in relation to a product offered by the Bank or requests the Bank to conclude it; (e) any person / entity belonging to the Group to which the Bank belongs, including any entity in the Fiba or Credit Europe Group where the technical processing of the data is localized and centralized; (f) the majority shareholder of the Bank and other entities in its Group, in particular for purposes of organizing consolidated supervision and combating money laundering and terrorism financing; (g) any consultants

of the Bank and / or of the entities pertaining to the Group to which the Bank pertains (for example, in legal, fiscal/ financial, economic, technical matter), official receivers, liquidators, bailiffs, auditors, attorneys, notaries, appraisers, experts, translators; (h) any other third person / entity, to the extent the disclosure is required to provide the services contracted by the Customer from the Bank, or that person / entity is directly or indirectly involved in providing services to the Bank, such as in the case of services outsourced by the Bank, such as: excerpt and communication printing services, courier services, messaging, debt collection, hosting and administration of web services, software maintenance and development services, IT services, card and card use service providers, archiving services, document destruction, debit collection agencies, ATM maintenance service providers, real estate agencies); (i) professional associations, such as the Romanian Banking Association and local financial supervisors or the Bank's parent in the Netherlands, local or European authorities competent in fiscal matters, consumer protection authorities, competition control, supervision the processing of personal data; (j) credit agencies, mainly for Bank's credit risk assessment; (k) entities with which the Bank is negotiating the transfer of certain Bank's rights and / or obligations in relation to the Customer / data subject, either individually or as part of a portfolio of clients; (l) entities such as the Credit Bureau, the Credit Risk Center, any other entities / institutions (e.g. credit, leasing, insurance and utilities institutions); (m) courts of law and other authorities or entities authorized under law to request and receive information from credit institutions (e.g. enforcement bodies, structures constituted as a bank risk centers, payment incident center or deposit guarantee fund); (n) the National Agency for Tax Administration, for the purpose of transmitting information under the law to the tax authorities of the United States of America or Europe, in accordance with the FATCA and CRS rules.

1.6.8. Considering the provisions of Law no. 365/2002 on electronic commerce and other applicable provisions, by accepting the present GBC, the Data subject expresses its consent to receive commercial communications from the Bank, by using automatic calling systems that do not require the intervention of a human operator, by fax or electronic mail or any other method using publicly available electronic communications services. The Data subject has the right, at any time, to withdraw its consent to receive commercial communications, by written request addressed to the Bank by any of the notification methods described in Article 10.

1.6.9. Duration of the processing. The subsequent destination of personal data

1.6.9.1 The Bank will process personal data during the course of the Banking Services and of the aforementioned processing purposes, as well as subsequently in order to comply with the applicable legal obligations, including the provisions on archiving. Under the applicable legal provisions, there are different archiving terms, depending on the type of data. In general, transaction data must be kept for 5 years after termination of the relationship with the Customer. Data may however be retained for a longer period of time at the request of the authorities or for the protection of legitimate interests.

1.6.9.2. It is possible that, after the legal terms of archiving have been met, the Bank will order anonymization of the data, thus depriving it of its personal character and continue the processing of anonymous data for statistical purposes.

#### 1.6.10. Transfer of personal data abroad

1.6.10.1. Currently, in order to achieve the above-mentioned purposes, it is possible that the Bank will transfer certain categories of personal data outside Romania in EU / EEA countries: the Netherlands, Malta (in the context in which group entities have headquarters in these states), Switzerland (in the case of SWIFT use) or outside the EU / EEA, to the United States of America (in the case of SWIFT use and FATCA reports), Turkey, Dubai (in the context in which group entities have headquarters in these states) as well as CRS reporting. For transfers outside the EU / EEA, the Bank will establish the transfer of personal data on the basis of the standard contractual clauses adopted at European Commission level or other guarantees recognized by law.

1.6.10.2 It is possible that during the course of the activity, the aforementioned transfer states will change. The customer and any other Data subject can obtain an updated list of the countries where personal data is transferred by accessing the updated version of the Privacy Policy, available on the Bank's website at [www.crediteurope.com/gdpr](http://www.crediteurope.com/gdpr).

#### 1.6.11. The rights of data subjects in the context of personal data processing

In the context of personal data processing, the data subjects have in their relations with the Bank certain rights that can be exercised on request and free of charge, and to the extent that the legal conditions are fulfilled, as follows:

1.6.11.1. The right to information - the right to be informed about the identity and contact details of the Bank and the Data Protection Officer, the purposes of the processing, the categories of data processed, the recipients of the data, the existence of the rights provided by the applicable law and the conditions under which the same may be exercised;

1.6.11.2. The right to access the data - the right to obtain confirmation that the personal data are processed by the Bank or not;

1.6.11.3. Right to rectification - the right to request and obtain inaccurate data rectification, as well as the completion of incomplete data;

1.6.11.4. The right to data deletion ("the right to be forgotten") - the right to obtain the deletion of personal data;

1.6.11.5 The right to restriction of processing - the right to obtain the marking of stored personal data in order to limit their further processing;

1.6.11.6 The right to data portability - the right to receive personal data in a structured, commonly used manner and in an easy-to-read format, as well as the right for such data to be transmitted by the Bank to another data operator;

1.6.11.7. The right to opposition - the right to object at any time to the processing of personal data, for grounded and legitimate reasons relating to the particular situation;

1.6.11.8. The right not to be subject of an individual decision - the right to request and obtain withdrawal, cancellation or reassessment of any decision based exclusively on processing by automatic means (including the creation of profiles) which produces legal effects or similarly affects, to a significant extent, the data subjects;

1.6.11.9. The right to lodge a complaint with an authority or to address the law - the right to complain to the National Supervisory Authority for Personal Data Processing, namely to address the courts for the defense of any rights guaranteed by the applicable legislation in the field of personal data protection, which have been violated, to the extent that the Data subject considers it necessary;

1.6.11.10. It is possible that, following the request for deletion of data, the Bank will anonymize this data (thus depriving it of its personal character) and continue processing for statistical purposes under these conditions.

For more details on the Bank's processing activities or where it wishes to make use of its rights, the Data subject may request it in writing in paper format by submitting the application to any of our units by e-mail to: [office@crediteurope.ro](mailto:office@crediteurope.ro) or by contacting the Data Protection Officer at: [dpo@crediteurope.ro](mailto:dpo@crediteurope.ro).

## 2. Opening and operating accounts

### 2.1. KYC (Know your customer) and prevention of money laundering

2.1.1. At the request of the Customer or its legal representative, the Bank may open accounts, without being bound however. In all cases, the account opening request will be made on the basis of the Bank's standard form and will be accompanied by the documents requested by the Bank.

2.1.2. An Account Holder may legally appoint one or more authorized agents who will be entitled to represent the Customer in relation to the Bank and to perform operations on the account ("Representatives"). Representatives' identification data, signature specimens thereof, and the limits of their mandate will be the subject of a signature sheet that is an integral part of the "Account Opening Application for Legal Entities" and "Client Data Update" documents. Any empowerment communicated to the Bank by the Client shall be considered valid until the written revocation of the same communicated to the Bank. Changes on Customer representatives will be legally binding on the Bank only after the Bank has been notified and has received written notification to this effect and documents proving changes of the customer representatives and proof of completion of the advertising and enforceability formalities against third parties. Representatives nominated on the signature sheet will be considered as engaging the Customer in relation to the Bank including for all accounts opened subsequently by the Bank on behalf of the Client, unless the Client informs the Bank expressly in writing as to the applicability of other representation rules and / or authorization of other Representatives.

2.1.3. In providing banking services, in accordance with legal requirements, the Bank is entitled to identify the Customer or any person acting on its behalf or on its account. The Bank will verify the

identity of the Client and its Representatives, as well as the powers of the Representatives on the basis of the Client's updated constitutive documents, of the valid identity documents and of the supporting documents endorsing the mandate of the Representatives, documents which the Client undertakes to make available to the Bank in the form and substance satisfactory for the Bank.

2.1.4. If, in accordance with the law or the Bank's internal regulations, additional verification of the data provided by the Client is required, the latter expressly confirms that the Bank is entitled to perform any verifications, request and obtain any information about the Customer and / or its Representatives, from any third party, such attempts by the Bank may not be interpreted in any way by the Client as a breach of banking secrecy. The Bank may perform any verification, request and obtain any information about the Customer and / or its Representatives, at any time from the Trade Registry, at least at the opening of the account and once every year, the costs being borne by the Client, according to the Bank's List of Fees, Commissions and Interests for Legal persons.

2.1.5. The verification of the information provided by the Client may be accomplished by any appropriate method, so that the Bank can assure the veracity of this information. The Bank may request a certified / authorized translation of any document submitted to it.

2.1.6. If the Customer refuses to be identified or the Bank has suspicions regarding the identity of the Client, the beneficial owner, its Representatives or their agents or regarding a requested operation within the meaning of Banking Rules, the Bank shall be entitled to refuse to enter into business relationship with the Customer, or to perform such transaction. In this case, the Bank is not liable to the Client for any damages.

2.1.7. The Client has acknowledged that the Bank has the obligation to comply with the laws and regulations on customer knowledge, money laundering and terrorism financing and, in this respect, to adhere to the demands of various regulatory authorities and other public authorities in relation to the application of all sanctions in force.

2.1.8. In this respect, the Bank is entitled to require the Client to provide any documents and / or information at any time during the course of business relations, in particular regarding the justification of the origin of the Funds transferred to the Client's account, its capacity and obligations or honesty.

2.1.9. The Customer agrees to provide the Bank with any such requested information and understands that the refusal of delivery or the lack of such information may constitute a reason for unilateral termination of the contractual relationship.

2.1.10. The Bank may retain the original or, as the case may be, photocopies of all documents provided by the Client, as required by law.

2.1.11. The Customer has the obligation to provide the Bank with a written statement about the beneficial owner of the amounts transacted in his name and on his account. Beneficial owner means any natural person (or group of individuals) who ultimately owns or controls the Customer or the individual in the name or interest of which a transaction or operation is directly or indirectly carried out. The

notion of "beneficial owner" shall include at least the persons / entities referred to in this respect by any applicable legal provisions in force from time to time. Customer identification and verification of his / her identity shall be applied accordingly in order to identify the beneficial owner.

2.1.12. In accordance with the prudential regulations in force regarding the prevention and combating money laundering and terrorism financing, as well as with its internal rules, the Customer is bound to provide the Bank, at its request and in a form and substance satisfactory to the Bank, information on the source of Funds established as term deposits or cashed in current accounts, as well as supporting documents that explain the economic purpose of the ordered transactions.

2.1.13. The Customer will notify the Bank in writing when entering into business relationships if he / she is a party / person affiliated with the Bank as "affiliated parties / persons" are defined by the applicable law.

2.1.14. In case of modification of the identification data submitted to the Bank and incorporated in the account opening file regarding the Client, the beneficial owner or the Representatives, the Customer shall be obliged to present him/herself with the documents certifying the data thus modified at the territorial unit of the Bank where the account was opened, as soon as possible but no later than 30 calendar days from the date of the change of the respective identification data. The Bank reserves the right not to perform operations if the Customer / its representative presents him/herself at another Territorial Unit of the Bank with an identity document that is not on the current account file of the territorial unit where the account was opened.

2.1.15. The Client is also required to update any other relevant information in the relationship with the Bank, including data considered by law to be public, by written and prompt notification to the Bank.

2.1.16. Any change of the data and information regarding the Client are opposable to the Bank only upon receipt of written notice from the Customer. The Bank will not be liable for any damages caused as a result of non-communication, delayed, incomplete or erroneous communication of changes or additions.

## 2.2. Receipt and execution of instructions

2.2.1. Documents submitted to the Bank for performing transactions on accounts shall be signed by the Client / its Representatives in full compliance with specimens filed at the Bank or accepted in any other form agreed by the Client with the Bank. The Bank carries out in its accounts any kind of bank operations ordered by the Client in writing or by other means agreed between the Bank and the Client, in compliance with the domestic and international bank rules and customs.

2.2.2. The Bank has the right, but not the obligation, to record the telephone conversations in the event that the Client transmits in this way to the Bank orders, instructions, information, data regarding the transactions ordered to the Bank. By signing the present GBC, the Client expressly agrees with such recording and agrees that such recording will represent complete evidence of orders, instructions, information, data submitted to the Bank, including in court. Magnetic tape recording does not exclude

the Customer's obligation to transmit the same orders, instructions, information, data in written form at the request of the Bank, or as provided for in the present GBC, under other contracts concluded with the Bank or any applicable legal provisions. This transmission in written form will be done solely for registration purposes and will not prevail the telephone conversation, the instruction being considered received and the Bank being able to execute it on the basis of and following the telephone conversation.

2.2.3. The Bank considers a payment order as accepted if the following conditions are met cumulatively:

(a) The payment order has been issued in the form and content agreed by the Bank, whether standard or not, is legible, duly completed and signed / authorized by the Client / its representatives.

(b) The payment order is received by the Bank within the due date;

(c) The payment order is recognized as valid after the internal validation procedures have been applied;

(d) The available balance of the specified account allows both payment execution as well as payment of any commission due to the Bank in connection with the execution of the respective Payment Order;

(e) The transaction ordered through the Payment Order is in accordance with the applicable regulations in force;

(f) The execution of the Payment Order is not impeded by the existence of any measure of freezing/preservation of the Client's account;

(g) There are no reasonable grounds for the Bank to have suspicions as to the authenticity of the origin or content of the Payment Order or the signatures of the Customer / its Representatives;

(h) None of the grounds for refusal mentioned in Article 2.3. exist, respectively, the Payment Instrument is not blocked by the Bank under Article 2.8.

2.2.4. In fulfilling the Client's instructions, the Bank presumes the truthfulness, correctness and originality of the Representatives' signatures appearing on the instruction sent by the Client as well as the validity, completeness and accuracy of any document received. The Bank shall not be liable for any verification in this regard and shall have no liability whatsoever for the consequences that may arise as a result of the fraudulent or abusive use of signatures or as a result of submission of false or erroneous documents, the Customer undertaking to indemnify the Bank for any loss resulting from such circumstances.

### 2.3. Refusal to execute Customer's instructions

2.3.1. The Bank has the right to refuse to conduct transactions ordered by the Client without being liable for any damages thus caused to the Client in any of the following cases:

(a) The Bank has reason to believe that the Customer's instruction violates the applicable legal provisions;

(b) Customer has lost the ability to execute the transactions ordered, or the Bank has reason to believe so;

(c) Customer provides false information or documents upon opening the account or subsequently, or the Bank has reason to believe that the information or documents provided by the Customer are false;

(d) The Bank has reason to believe that the instructions submitted by the Client are fraudulent or originate from or are closely related to illicit activities (e.g. money laundering, terrorism financing, etc.);

(e) The Bank has reason to believe that the instructions submitted by the Client violate the regulations issued by competent authorities in the field of international sanctions and / or other regulations regarding sanctions having purposes and effects similar to international sanctions and which are issued in jurisdictions that the Group the entities of which the Bank is a party consider them relevant in the overall context of the activity performed;

(f) the Client's instruction is intended to transfer funds to beneficiary entities or financial institutions located outside territories subject to international sanctions and / or other sanctions regulations on sanctions having for purposes and effects similar to international sanctions, but which have their mother company registered in a country subject to such sanctions and / or other similar regulations;

(g) third parties whose services (including, without limitation, settlement / clearing services) are used by the Bank in accordance with the provisions of Article 9.6, refuse to perform such services if they have reason to believe that the operation instructed by the Client violates the regulations issued by the competent authorities in the field of international sanctions and / or other regulations regarding sanctions having purposes and effects similar to international sanctions and which are issued in jurisdictions that the Group of entities of which said third parties belong to, considers relevant in the overall context of the activities performed;

(h) the instructions as given by the Customer are incomplete or written in pencil, cut, thickened, deleted or corrected in any way;

(i) The Bank considers that the signature does not correspond to the signature specimen on the signature sheet, part of the "Account opening request for legal entities" and "Client data update" documents.

2.3.2. For the purposes of paragraphs (e) and (f) above, international sanctions include restrictions and obligations in relation to governments of States, to non-state entities or individuals or legal entities, adopted for the purpose of maintaining peace and national and international security, prevention and abatement of terrorism, ensuring compliance with the human rights and fundamental freedoms, development and consolidation of democracy and the rule of law, and fulfillment of other goals, in accordance with national and international objectives, with international law and with European Union law.

2.3.3. If the Bank refuses to execute a Payment Order, the Bank will inform the Customer of such refusal and, if possible (including if not prohibited under the relevant applicable legal provisions), its reasons,

using the means of communication provided in the present GBC. The Bank may charge commissions for such information to the Customer when the refusal to execute a Payment Order is objectively justified.

2.3.4. In the event that the Bank takes note of any disagreements between Associates / shareholders of the Customer, the Client and / or its Representatives, the Associates / Shareholders of the Client and / or its Representatives, the Bank shall have the right to suspend the execution of any instruction received from the Client and / or its Representatives until the situation is clarified on the basis of documents in the form and content deemed satisfactory by the Bank. The Bank is relieved of any liability / loss that may be incurred by the Client as a result of such circumstances.

#### 2.4. Terms and execution of instructions

2.4.1. The Bank sets the deadline for receipt of documents on the basis of which it will perform the transactions ordered by the Customer through the Processing Time Limit document displayed on the Bank's official website or at the Bank's headquarters.

2.4.2. If reception is made after the due date for receipt, any instruction is considered received on the next bank business day. Operations ordered on non-banking days (Saturday, Sunday, legal holidays, etc.) are processed on the next banking day.

2.4.3. If the Customer initiates a payment order, and the Bank and the Client agree that the execution of the Payment Order begins on a certain day or at the end of a certain period or on the day the Client has made funds available to the Bank, the time of receipt is considered the agreed day. If the agreed day is not a business day for the Bank, the Payment Order is deemed to be received on the next bank day.

2.4.4. The Bank will ensure that after the receipt of the payment order, the amount of the payment transaction is debited from the Client's account and credited to the payee's bank account at the latest by the end of the next bank business day for:

(a) payment transactions in euro carried out within the territory of the European Union (EU) or in the European Economic Area (EEA),

(b) national payment transactions in RON

2.4.5. By agreement of the Client and of the Bank, the aforementioned period is extended by an additional banking day for paper-initiated payment operations.

2.4.6. The Customer and the Bank agree that the execution term for any other payment transactions made within the EU or EEA territory in the national currencies of the EU and EEA countries is of maximum 4 banking days from the time of receipt of the Payment Order.

2.4.7. For the aforementioned payment operations, the Bank provides the Client / credits his / her current account with the funds collected as soon as they have been credited to the correspondent account of the Bank. The Bank will credit the Customer's account with the currency date which may not

be subsequent to the banking day in which the amount subject to the payment transaction is credited to the Bank's correspondent account.

2.4.8. If the funds have been credited to the Bank's account on a non-banking day, the funds will be credited to the Client's account with the next day's currency date.

2.4.9. The bank is not responsible for checking the Beneficiary's IBAN - beneficiary name conformity, the crediting being automatically made according to the IBAN code.

2.4.10. If the currency of the amount to be credited to the beneficiary's account is different than the currency associated to the IBAN mentioned in the payment instruction, the Customer authorizes the Bank to perform the foreign exchange transaction, so that the credit of the funds takes place in the currency corresponding to the IBAN. The foreign exchange operation will be performed at the exchange rate practiced by the Bank at the time the transaction is processed.

2.4.11. Payment operations executed in currencies other than the euro and the national currencies of EU and EEA countries will be executed by the Bank within a reasonable timeframe according to the nature of the transaction.

2.4.12. If the payer / receiver of a payment / receipt cannot be identified accurately, he / she will be required to provide the Bank with all identification data necessary to process the transaction, and the Bank is not responsible for processing the transactions until the requested data is received.

2.4.13. Within the business relationship, the Bank is entitled to direct, at its option, the operations performed by the Client through its network of correspondents, and the Bank is not responsible for the actions or omissions of its correspondents.

2.4.14. The Bank will execute external payment orders within the limits of the legal currency restrictions in force at that time, having the right to refuse to execute instructions if, in its opinion, they are in breach of the regulations in force or the Client has not submitted the necessary documentation to the Bank.

2.4.15. In the event the Customer submits to the Bank several Payment Orders whose total amount exceeds the existing balance in the accounts indicated in the respective Payment Orders, the Bank shall be entitled to execute these instructions in the order in which they are received, if that order can be easily established by the Bank, and otherwise, in the order it deems appropriate. The bank will not make any partial payments.

4.2.16. If the Customer executes payments in favor of the Bank from an account that is not opened at the Bank, then the date of payment made in favor of the Bank shall be considered the date on which the amount is credited to the Bank's account.

## 2.5. Withdrawal or modification of instructions

2.5.1. For all situations of revocation or modification of payment / transfer instructions or fund collection (whether they are self-standing or part of a specific contract with the Bank or to which the Bank is a party in any capacity, including without limitation to these, as an escrow or promissory agent in a stipulation for another) the Client is required to submit a written request, and if the instruction has been revoked or modified by another means of communication, it shall be doubled by a written form / other form agreed between the Client and the Bank, and the Client shall bear the cost of the revocation under the Tax, Commission and Interest List.

2.5.2. In all cases, the instruction may be revoked or modified only with the prior consent of the Bank and the third party beneficiary (whether or not under condition) of the funds, as the case may be. However, the consent of the third party beneficiary is only necessary if the respective payment has been confirmed / guaranteed / accepted by the Bank.

2.5.3. Under no circumstances may the instructions be revoked or modified after they have been processed / executed by the Bank.

2.5.4. Instructions given with a future execution date may be revoked or modified only until the end of the banking day preceding the agreed date for commencement of their execution.

2.5.5. Any cost incurred by the Bank in relation to the revocation or modification of the instructions by the Client shall be borne by the Customer and debited by the Bank automatically from any of its bank accounts in accordance with the provisions of Article 2.9.

## 2.6. Information on operations. Account statements

2.6.1. With respect to current accounts, the Bank shall make available to the Customer, free of charge, once a month, at any of the Bank's units or via internet banking (according to the specific contracts concluded between the Bank and the Client for this purpose), the statement of account on paper or other durable medium, in which the operations performed on the Client's accounts can be found.

2.6.2. If the Customer wishes to receive information in addition to the information provided in the monthly statement of account sent free of charge, the Bank will provide this information by charging the fees provided in the Tax, Commission and Interest List.

2.6.3. The free information included in the monthly statement of account is, but not limited to: (i) the transaction reference, (ii) the amount of the operation, (iii) the total price corresponding to the payment transaction / breakdown, (iv) currency date of debit / credit of the account.

2.6.4. With regard to the term deposit accounts, the Bank shall provide the Customer, upon request, free of charge, on a monthly basis, with information documents on the operations carried out on the deposit accounts at the offices of the banking units.

2.6.5. At the written request of the Customer or its Representative, the Bank shall provide the Client, if applicable, with other supporting documents that will contain information on the transactions ordered by the Customer.

2.6.6. The client undertakes to verify monthly the correctness of the operations entered in the statement of account. If the Customer does not object in writing the contents of an account statement within 30 days of the date of debiting or crediting the Customer's account, as the case may be, all records reflected in that statement of account will be considered as correct and / or accepted by the Client and therefore that account statement will be deemed to be final and opposable to the Customer (except for obvious arithmetical errors). In this respect, it shall be deemed that the Customer has waived its right to pursue an action against the Bank in respect of an error or omission which may have been brought to the Bank's attention within the respective period of time.

2.6.7. Without being bound in this sense, the Bank will be able to verify the customer's account statements and, if it finds errors or omissions, it will be able to correct them without the Customer's prior consent. In this regard, the Client empowers the Bank to perform on its behalf any operations necessary to correct the occurring situations. However, in order to avoid any doubt, the Bank is not obliged to correct the payment transaction if the Customer has not notified the Bank within the time limit of the non-executed or incorrectly executed operation and the Bank has fulfilled its obligation to inform on the operations performed by the Client.

2.6.8. In the event that any Client's account is credited by error by the Bank with any amount, the Customer is bound to notify the Bank as soon as it becomes aware of any such incorrect crediting. The Customer will retain that amount for the Bank and will not be entitled to withdraw, transfer or dispose in any way, in whole or in part, of that amount.

2.6.9. If the Customer breaches the obligation thus assumed, he /she undertakes to reimburse the Bank immediately with the respective amount and to indemnify the Bank for any loss suffered as a result of this. The Bank is at the same time entitled to charge such amounts, including any related interest, the Client being informed of the correction thus made by means of the statement of account.

## 2.7. Non-execution or incorrect execution of operations

2.7.1. The Bank is liable to the Client for the correct execution of the payment transaction, as instructed by the Customer. In this case, the Bank shall promptly reimburse the Customer with the amount of the unexecuted or incorrectly executed payment transaction.

2.7.2. If the Customer provides incorrect or incomplete payment instructions, the Bank shall not be liable for the non-execution or defective execution of the payment transaction, but shall make all reasonable efforts to recover the funds involved in the payment transaction, having the option of charging the price for the recovery transaction under the Tax, Commission, and Interest List.

2.7.3. If the Customer denies having authorized a payment transaction or claims that the payment transaction was not properly executed, the Bank shall provide the Client with documents evidencing

that the payment transaction has been authorized, correctly recorded and registered as such in the accounts.

2.7.4. In the case of an unauthorized operation, notified within the aforementioned period (as soon as possible but not later than 30 calendar days), the Bank shall immediately reimburse the Client the amount related to the unauthorized payment operation.

2.7.5. Customer bears the losses related to any unauthorized payment transactions resulting from the use of a Lost or stolen Payment Instrument, or if the Customer has not safely kept the personalized security features resulting from the use without right of a payment instrument until the moment of notification of the Bank under the present GBC. The Client also bears all losses related to any unauthorized payment operations, if he /she has acted fraudulently, has deliberately or guiltily not complied with the obligations established by the present GBC.

## 2.8. Blocking Payment Instruments

2.8.1. The Bank has the right to block the Payment Instrument if it has reason to believe that:

- (a) the security of the Payment Instrument has been compromised;
- (b) the payment instrument has been or may be used in a fraudulent or unauthorized manner;
- (c) there is an increased risk of non-payment of the payment obligations by the Client;
- (d) the payment instrument has been used in violation of regulations applicable for preventing, combating and penalizing money laundering or on combating terrorism financing and / or by infringement of other regulations issued by competent authorities in the field of international sanctions and / or other regulations on sanctions having purposes and effects similar to international sanctions and which are issued in jurisdictions that the Group of Entities of which the Bank pertains are considered relevant in the overall context of the activity performed;
- (e) in any other cases provided under the applicable bank regulations and practices.

2.8.2. In the above cases, the Bank informs the Customer - in the manner agreed in the specific agreements and / or in the present GBC - regarding the blocking of the Payment Instrument and the reasons for such blocking, if possible, before the blocking but at the latest immediately after blocking it. The Bank is under no obligation to inform if this would prejudice the safety measures objectively justified or if this is prohibited by other relevant legislative provisions.

2.8.3. The Bank unblocks the Payment instrument or replaces it as soon as the reason for the blocking ceases to exist.

## 2.9. Automatic debiting. Clearing

2.9.1. The Client agrees that the Bank may at any time offset any amount owed to the Bank with the funds available in any bank account, including without limitation to, current, savings, card and / or

deposit accounts of the Customer, regardless of whether the amounts deposited are outstanding or not, irrespective of the currency in which such a debt or the amounts in the Client's bank accounts are denominated. In this respect, the Client mandates the Bank, at any time and without prior notice, to automatically debit any account opened at the Bank with any amounts owed to the Bank in order to settle any outstanding, overdue debts or other payment obligations of the Customer to the Bank, including in cases where the credit balance of the respective account is insufficient. If the currency of any such account differs from the currency of the obligations, the Bank is mandated to carry out any foreign exchange transaction at the exchange rate practiced by the Bank at the date of that automatic debit and may debit that account including the cost of such operations.

2.9.2. The Client will be notified by the Bank after clearing through the statement of account. The clearing agreed here operates on the basis of the consent of the parties and under the conditions described in the present GBC.

2.9.3. In the event that there are several legal relations or several bank accounts between the Bank and the Client under specific contracts, the Client will not be able to offset between the active and passive balances without the Bank's consent. The parties expressly agree that in the legal relationship between the Bank and the Client they will not operate reciprocal offsets between the active and passive balances of the accounts, except under the conditions set out above or insofar as the Bank expresses its prior written consent in respect of a particular operation of clearing.

2.9.4. The Bank is hereby authorized to operate on the Client's accounts, including automatic debiting without the Customer's express consent and without prior notice in the following cases: (i) the execution of payment commitments previously agreed by the Client; (ii) correction of errors relating to transactions recorded on the Client's account; (iii) establishment and execution of enforcement measures or precautionary measures, as well as other freezing measures ordered in accordance with the legal provisions; (iv) the recovery of any amounts owed by the Client to the Bank or to third parties arising from the execution by the Bank of instructions given by the Client; (v) final clearing of payments made through bank cards, checks, promissory notes and other payment instruments; (vi) for the supply and freezing of the amounts in the collateral deposit accounts according to the specific agreements concluded between the Bank and the Client (vii) in any other cases provided by law, in the present GBC or by the specific contracts concluded between the Bank and the Client.

2.9.5. Any mandate given by the Customer to its representatives in relation to the Bank shall be deemed valid until the Customer's express revocation or change or termination as of right.

2.9.6. Any mandate given by the Client to the Bank is irrevocable (unless the Bank and the Client expressly agree to the contrary) and is considered valid for the entire period of validity of the contractual relationship in respect of which it was given, the provisions of Art. 2015 of the Civil Code are not applicable.

2.9.7. The Bank may execute any empowerment, authorization, instruction of the nature of the mandate given by the Client, either personally or through other persons, elected at the discretion of the Bank.

### 3. General provisions for certain specific operations

#### 3.1. Cash receipts and withdrawals

3.1.1. Cash receipts are recorded in the current account of the Customer with the date of receiving the funds. The currency date in the case of cash collections is the date of crediting the accounts with those amounts.

3.1.2. When cash withdrawals are made, the currency date is the same as the date of debiting the account (the transaction date).

3.1.3. The Bank may, from time to time, set at its discretion limit values which require the Customer to submit a written notice of at least two banking days prior to performing the cash withdrawal operations exceeding those limits. These limits will be made known by displaying at the Bank's premises.

#### 3.2. Term deposits

3.2.1. At its sole discretion, the Bank may set minimum amounts for time deposits according to different currencies, such limits being displayed by the Bank at its headquarters or on the official website of the Bank.

3.2.2. The Bank undertakes to pay interest for the funds it will accept at the interest rate agreed under the term deposit establishment agreement. The deposit period will commence on the date mutually agreed by the term deposit establishment agreement. If the maturity date of the deposit is a non-bank day, the deposit is deemed to be due on the next banking day.

3.2.3. The unilateral termination by the Client of the term deposit establishment agreement prior to its maturity results in the loss of the interest accumulated until the unilateral denunciation of the deposit.

3.2.4. The Bank undertakes to transfer the interest accumulated - after deduction of the related fees, if any, together with the capital in the Client's current account opened at the Bank on the due date of the term deposit or to proceed according to other instructions of the Client regarding the renewal of the deposit and the capitalization of the interest.

3.2.5. The deposits are guaranteed by the state within the limit of the ceiling communicated by the Deposit Guarantee Fund in the Banking System as the deposit guarantee scheme officially recognized on the territory of Romania, according to the Law no. 311/2015 on Deposit Guarantee Schemes and the Bank Deposit Guarantee Fund.

3.2.6. The Client undertakes to inform the Bank within maximum 30 days after the occurrence of a situation that led to the change of its classification in the category of holder of a guaranteed / unsecured deposit and to submit to the Bank an appropriate corrective statement.

### 3.3. Foreign Exchange Operations

3.3.1. The Bank executes orders to buy and sell currencies and foreign currencies in accordance with the applicable legal provisions, including the relevant regulations issued by the National Bank of Romania.

3.3.2. The Bank is authorized to execute foreign exchange transactions (sale / purchase of currencies) without the Client's permission, in the following situations:

- a) based on an enforceable court order or on another title, in accordance with the law;
- b) to cover current or outstanding obligations registered by the Client with the Bank;
- c) in other cases expressly provided for in the applicable legal provisions.

3.3.3. In order to execute such currency exchange, the Bank will use its own exchange rates valid at the time of the transaction. These rates may vary depending on different criteria (type of products and services corresponding to the transaction, the converted amount, the market segment to which the Client belongs, etc.) and will be available to the Client by displaying at the Bank's premises, on request, as well as through other specific means (Internet banking, Bank's website, etc.).

3.3.4. Foreign Exchange Instructions, regardless of how they were received by the Bank, may be modified or revoked except with the Bank's consent.

### 3.4. Debit instruments

3.4.1. Upon the Client's express request, the Bank may, on the basis of its unilateral decision, issue to the Customer debit instruments (checks, promissory notes, bills of exchange), but cannot be bound to do so. The counter value of the debit instruments so released will be retained from the Customer's account (if applicable).

3.4.2. By signing the present GBC, the Client irrevocably grants the Bank a tacit mandate (within the meaning of Article 2014 of the Civil Code) to honor payment within the available balance of the account and without any other agreement, instruction, express mandate or any other formality by the Client, of any bill of exchange, promissory notes or checks that are presented at the Bank's counters and are payable by the Bank in accordance with the applicable legal provisions and banking practices with respect to such payment instruments.

3.4.3. However, the Bank shall not exercise this tacit mandate if, prior to the presentation of the payment, the Client gives the Bank, on its own initiative, written instructions to the contrary. The Customer acknowledges the Bank's right not to comply with such instructions if that payment instrument has already been submitted for settlement.

3.4.4. In order to protect its interests, in accordance with the legal provisions in force, the Client undertakes to inform the Bank in writing without delay of any lost, stolen, destroyed or canceled debit instrument, in order for the Bank to apply the legal measures in force. The Bank will not be responsible for any loss of checks, promissory notes, bills of exchange that have not been caused by the Bank's fault.

For any lost, stolen or destroyed debit payment instrument (check, bill of exchange, promissory note), the holder may notify the drawee and may request the cancellation of the title by a request addressed to the President of the court with jurisdiction where the instrument is paid.

### 3.5. Unauthorized overdraft

3.5.1. Within the limits of the applicable legal provisions, the Bank may decide, at its own discretion, to make a payment requested by the Customer and may also automatically debit any Customer's account, in accordance with Article 2.9.1., with any amounts due to the Bank with any title (interest, commissions, fees, etc.) and exceeding the Client's account credit balance, even if there is no credit facility (overdraft) already concluded with the Customer.

3.5.2. Simple instruction transmitted to the Bank to process Payment Instructions that exceed the Client's account credit balance, as well as authorizing the Bank to automatically debit any Client's account in accordance with the provisions of Article 2.9.1., have the legal value of request from the Client for the granting of a credit facility (overdraft) in order to effect the respective payment transaction and determines the conclusion of a legal crediting relationship if the Bank agrees with it by executing the instruction or, respectively, by debiting the Customer's account.

The Client undertakes to immediately refund the amounts thus advanced by the Bank together with an interest calculated from the date of their use, respectively the date of debiting the Customer's account, calculated at an annual rate established by the Bank for such situations.

3.5.3. For purposes of creating an enforceable title, the Bank and the Client expressly, irrevocably and unconditionally accept that the present GBC and the corresponding statement of account have the value of a credit agreement (overdraft) between the Client and the Bank.

### 3.6. Credit facilities. Commitments

#### 3.6.1. Issuance of Commitments

3.6.1.1. For the purposes of this section, the term "Commitments" shall designate any autonomous guarantees or letters of credit which may be issued by the Bank upon Customer's request.

3.6.1.2. The Bank will be able to grant any credit facility, including, but not limited to, loans, guarantees, guaranteed / discounted bonds, purchase of receivables, issuance of Commitments, etc., in accordance with its own lending rules and only pursuant to and in accordance with a specific contractual documentation, which shall consist either of a contract concluded between the Bank and the Client (in the case of loans / other facilities) or a standard application (in the case of Commitments / guaranteed Trade Effects) expressly accepted by the Bank (including by execution). In the absence of such specific contractual documentation signed by the Bank and the Client or signed by the Client and accepted by the Bank and without prejudice to the provisions of Article 3.5, the Client's simple request to provide a credit facility or to issue any Commitment, commercial correspondence between the Bank and the Client in connection with such products and services provided by the Bank or documents issued by the Bank and containing indicative terms regarding the offering of such products or services (regardless of

their specific designation) shall not be considered to give rise to a credit report between the Bank and the Client and will not give rise to credit obligations or undertaking of engagements that lie on the Bank.

3.6.1.3. The Issuance of Commitments may be made by the Bank on the basis of a request in the form requested / accepted by the Bank with the application of the legal provisions in force. If the Customer's instructions to the Bank to issue a Commitment, including regarding compliance with a certain format of the Commitment are, in the opinion of the Bank, unclear or likely to give rise to interpretations, the Bank may refuse to issue the Commitment as proposed, may negotiate another form or may require additional statements and guarantees from the Customer in order to clarify the mandate granted to the Bank and the conditions under which it will make the payment under that Commitment, as the case may be. The Bank may, without being bound, comply with a Client's request to extend or renew a Commitment, under such conditions as it deems appropriate, at its discretion.

3.6.1.4. The Customer will owe the Bank any amounts paid by it to the Beneficiary of the Commitment (whether these are partial or total payments under the Commitment) from the date on which the Bank made any such payments (the date that will be deemed to be the due date), irrespective if the Customer has previously been notified of the Bank's payment of such amounts. Furthermore, the Client shall indemnify the Bank, upon request, for any losses that may be claimed against the Bank or which the Bank may incur in connection with any Commitment issued by the Bank.

3.6.1.5. The Client undertakes to pay to the Bank at its express request or according to the provisions of the specific contracts concluded with the Bank an amount of money equal to the Bank's maximum liability deriving from any Unpaid Commitment for which the Bank shall be entitled to: (a) debit any Client's accounts with that amount; (b) execute any warranty set up by the Customer in his/her favor; and (c) take any other action agreed between the Customer and the Bank.

### 3.6.2. Requests for Payment under the Commitments

The Client authorizes and instructs the Bank to: (a) comply with any request or payment claim made in respect of a Commitment that is strictly compliant with the terms and conditions of the Commitment, and (b) to make any payment due in respect of that Commitment without any other authorization, confirmation or assessment from the Customer or any other person, as applicable, regardless of whether or not the Customer contests that request or claim (or if the Bank has knowledge or not of such objection), and without investigations being conducted on the justification or fairness, in terms of the legal relationship between the Customer and the Commitment Beneficiary of such a request or claim or on the validity, veracity or accuracy of any statement or certificate or other documents received by the Bank in connection with that Commitment. In the relationship between Customer and the Bank, any such request or application strictly in accordance with the terms and conditions of the Commitment shall be accepted by the Customer as a final and binding proof that the Bank was bound to make such payment under that Commitment. For the avoidance of doubt, nothing in this clause will absolve the Bank of any of its duties or obligations under the international banking rules and regulations nor shall it affect any of its rights under it.

### 3.6.3. Continuity of Customer's Obligations

Without prejudice to its obligations to repay to the Bank any amounts due in respect of any Commitment under the foregoing provisions, the Client understands and accepts that, during the period of validity of a Commitment, its obligations to the Bank may cease only in the following circumstances: (i) when the Bank has been fully and expressly discharged of its obligations by the Beneficiary of the Commitment,; or (ii) when the Bank has sufficient evidence, as required by the Bank, of its discharge of any obligations under the Commitment; or (iii) if the Bank has been released from such obligations in any other form that it considers acceptable.

### 3.7. Amounts at the disposal of the beneficiary

In the event of the opening of accounts at the disposal of the Beneficiary, the Customer declares that he / she understands and agrees that he / she will not be able to use the respective amounts and that they cannot be released in his / her favor except with the express written consent of the Beneficiary or in accordance with the provisions of a final and enforceable judgment. Furthermore, the Client agrees to disclose to that beneficiary data and information on the opening and operation of the account at its disposal, including without limitation, the conditions of account creation, its balance, the relevant correspondence with the Client, the latter not being able to invoke any exceptions related to the bank secrecy in the relationship with the beneficiary.

## 4. Interests, Fees and Commissions. Other costs

4.1. The interest due by the Client to the Bank, if any, for the banking services and products provided on the basis of the contracts specific to each product, shall be calculated in accordance with the express provisions of each contract.

4.2. The interest owed by the Client to the Bank, if any, for balances of current accounts / savings accounts / term deposits opened by the Client at the Bank, shall be calculated *according to the following formula*:  $d = S \times n \times r\% / 365$  (where: d = interest, S = balance amount, n = number of days, r = interest rate).

4.3. The aforementioned interest calculation method will apply accordingly to any operation involving a calculation of interest due by the Bank to the Client, unless a different calculation method is agreed in writing between the Bank and the Client in another document.

4.4. The Bank will monthly credit the Client's account with the interest corresponding to the current account / savings account and at maturity according to the contract with the interest corresponding to the term deposits.

4.5. The interest rate corresponding to the current account / savings account is a standard interest rate set periodically by the Bank and displayed at the Bank's headquarters. The bank will not provide current account interest for the current account opened for a Client that is an entity in progress of incorporation / registration for the period corresponding to this process.

4.6. The Bank has the right to change the interest rate applied to time deposits at any time, depending on the evolution of the financial-banking market; the deposited established will keep their interest rate

from the moment of their establishment until the maturity date, and for the renewal deposits, at the time of renewal, the interest rate applicable at that time will be applied.

4.7. The commissions for products and services are set out in the "List of Fees, Commissions and Interests" or in any other equivalent document applicable to specific banking products and services issued by the Bank and as amended periodically by the Bank, documents which are an integral part of the present GBC. If a Customer uses a service listed in the Tax, Commission, and Interest List, and unless otherwise agreed between the Bank and the Client, the commissions in effect at that time for that product / service will apply. For any other services or operations not mentioned in these documents but executed under the Client's instructions or in its interest and for which the law does not prohibit the charging of costs, the Bank may impose certain costs and fees and may modify their amount if not otherwise expressly agreed upon, informing the Client in advance by the means provided in the present GBC.

4.8. The Bank is entitled to unilaterally modify the interest, commissions, expenses and fees regularly, in compliance with the mandatory law provisions and in accordance with the Client's agreements, including the present GBC.

4.9. When the payment service provider of the payee is in an EU / EEA member state, payment operations in the currencies of these countries are instructed with the SHA commissioning option. In the event that the Customer expressly, under his own responsibility, opts for OUR commission option for such payments, understanding to bear all the costs associated with the transfer of the entire amount subject to the payment instruction, the Bank may accept to execute the payment. The customer cannot use the BEN option for these types of payment, therefore, if the Bank receives BEN-based payment orders, the Bank will process the payment with the SHA commissioning option.

4.10. For payments in a foreign currency not falling into the category mentioned in Article 4.9, the Customer may opt to apply any of the commissioning options: SHA, OUR, BEN.

4.11. The commissioning option applicable to payments in national currency is SHA, both for national and foreign payments.

4.12. The Bank, involved in the payment transaction as payment service provider of the Beneficiary / Paying Customer, transfers from, respectively to the Client the entire amount of the payment transaction without charging any price of the transferred amount. However, the Bank has the right to offset the costs borne by the payee Customer prior to crediting his account with the amount received.

4.13. If, in order to use a particular Payment Instrument, the Bank or a third party requests a commission, the Bank shall inform the Customer thereof, before initiating the payment transaction.

4.14. Except as otherwise agreed by the Bank and the Client in writing, the Customer will also bear all costs related to the following aspects:

(a) any specific operations provided by the Bank upon Customer's request,

(b) any costs associated with establishment, registration, administration, change, execution, termination and deletion of the guarantees established by the Customer in favor of the Bank,

(c) all costs incurred by the Bank (including, but not limited to, costs of bailiffs, lawyers, other legal fees) if involved in a dispute between the Customer and a third party.

## 5. Liability of the Bank. Customer's Liability

5.1. In fulfilling its obligations, the Bank is liable only for damages caused to the Customer by intent / bad faith or due to serious misconduct. If the Customer contributes to a loss, the principle of concurrent fault determines the extent to which the Bank and the Client will bear the loss together.

5.2. The Bank is not responsible for:

(A) the losses suffered by the Client due to delays, losses, omissions, errors of transmission / reception, misunderstandings or mistakes of communications by telephone, fax, e-mail, electronic payment applications, as well as any messages, letters or documents, unless it is due to the Bank's intent or gross negligence;

(b) the consequences resulting from interruption of activity for acts of god or force majeure, as defined in Art. 1.351 of the Civil Code (by acts of god or cases of force majeure the parties understand, including but not limited to international conflicts, violent or armed actions, riots, measures taken by any local or international government or authority, regional or international organization, or by any central bank, labor conflicts of third parties whose services are used by the Bank, boycotts, power cuts or the failure of the Bank's communications lines or equipment, or of third parties whose services are used by the Bank). In such situations, the Bank shall have the right to take such reasonable steps as may be necessary to mitigate the adverse effects that such cases may have on the Client;

(c) in the cases provided for in Articles 2.1.6, 2.1.16, 2.2.4, 2.3.4, 6.7, 9.6, 10.3 of the present GBC.

5.3. If, at Client's request, the Bank transfers money, transferable securities or shares of the Client to a particular recipient, using third parties as intermediaries for this purpose, the transmission is at the sole risk of the Client. Any loss resulting from the use of the postal, telephone, telex, fax, e-mail, S.W.I.F.T. services by the Bank or use of other means of communication or transportation, shall be borne solely by the Customer.

5.4. If the IBAN provided by the Customer is incorrect, the Bank is not responsible for the non-execution or defective execution of the payment transaction, but will make all reasonable efforts to recover the funds involved in the payment transaction, but cannot be held liable if the Bank cannot recover them.

5.5. The Bank assumes no responsibility for the losses incurred due to delays or errors caused by the Client or due to delays in execution and / or improper execution and / or non-execution and / or blocking of the funds in settlement / setoff, partial or total, by a third party (including, without limitation, intermediary banks, agents, notaries, bailiffs) who have been called upon to execute the Client's instructions in performing the third party's duties in relation to the Bank.

5.6. The Bank's responsibility for delays or errors or for the non-execution or incorrect execution of the instructions is limited to the payment of lost interest for that reason. In any case, the Bank will not be held liable for damages caused by any changes in the exchange rate or parity of the currency in which the payment was made.

5.7. The Bank has no responsibility for damages or losses caused by the non-execution or cancellation / revocation of operations as a result of the actions of a Romanian or foreign authority. The same rule is also applicable if the Bank suspends or limits, totally or partially, its operations for a certain number of days or for a certain period of time for well-founded reasons.

5.8. The Customer is responsible for:

(a) inobservance of the provisions of the present GBC and any commitments entered into with the Bank, indemnifying the Bank in full for the damages suffered;

(b) any damage caused to the Bank due to the fact that the Bank was not informed of the limitation of the Customer's legal capacity or of such limitation of the capacity or authorization of its Representatives or of a third person who trades with the Bank at Client's instructions;

(c) late payment by the Bank due to lack of available funds in the Client's account and / or any late or erroneous instructions communicated by Customer;

(d) any error occurring in the Bank's performance of the operations as a result of any mistaken orders or instructions given by the Client;

(e) the veracity of the Signatures of the Representatives, as well as the accuracy, veracity and completeness of the data made available to the Bank during the performance of operations, the conclusion of any conventions or whenever on the basis of such data an analysis is made for the granting of a facility, issuance of commitments or provision of services and / or the provision of other financial-banking products;

(f) the situations referred to in Articles 3.6.4.2. and 6.6. of the present GBC.

5.9. The customer has the obligation to immediately inform the Bank of the theft / loss / destruction / cancellation of payment means or instruments (e.g. barred checks, promissory notes, cards, tokens, digi-passes, etc.) under the penalty of damages thus caused to the Bank.

6. Termination of contractual relations

6.1. The client understands and accepts the following:

(a) he/she will be in default as of right without any other formality in the event of non-performance by the due date of any obligation under this GBC or any other specific contract for the products and services offered by the Bank;

(b) otherwise expressly provided, all obligations of the Customer arising out of or in connection with the present GBC and / or other specific contracts related to the products and services provided by the Bank are obligations to achieve a specific result. The repeated, even minor, breach of these obligations or the unambiguous manifestation towards the Bank of the intention of not performing any of these obligations may result in Customer's loss of time to fulfill obligations or, as the case may be, the suspension by the Bank of the execution of specific operations and instructions, the refusal to execute the same, the non-initiation or the termination of the business relationship, or the unilateral termination by the Bank of the specific contracts.

6.2. The Bank may, at its discretion, suspend the execution of any specific operations or instructions or may consider the Customer's contractual relationship to be terminated as of right and may terminate immediately any Client's account without notice of default, without prior notice and without any other judicial or extrajudicial formalities in the following situations, but not limited to:

(a) refusal to provide information or the supply of false documents;

(b) the use of any account, service or product offered by the Bank unlawfully or for criminal activities;

(c) the Customer and / or his / her representatives have been mentioned in the Official Gazette or other official publications, in mass media, in public deeds and databases of internal and / or international bodies regarding their involvement in the commissioning and / or financing acts of terrorism or money laundering or restrictive measures have been imposed against them by such domestic and / or international bodies;

(d) criminal proceedings have been initiated against the Customer and / or its representatives for acts punishable by legal regulations regarding the prevention and sanctioning of money laundering and / or the financing of acts of terrorism, as well as for committing or involvement in acts of corruption

(e) the Bank filed a criminal complaint or criminal proceedings were initiated by the authorities against the Customer and / or its representatives, for any other offenses incriminated by the Penal Law in addition to those provided above;

(f) the Customer, Client's Beneficial owner and / or its Representatives cannot be identified, or they refuse to provide identification data and information (or changes thereto) during both the initiation of the business relationship and whenever necessary, at the request of the Bank, in accordance with the provisions of internal and / or international regulations on Customer Knowledge Standards, or for the purpose of applying the FATCA / CRS requirements;

(g) if, for any reason, the source of the funds cannot be identified by the Bank or the Customer or its representatives refuse to declare the source of the funds;

(h) Refusal to provide the Bank with documents containing information about the transactions ordered, the counterparties involved in them or documents that justify the economic purpose of the transactions ordered, but not limited thereto;

- (i) the Customer violates the provisions of any contract concluded with the Bank;
- (j) the customer has caused major payment incidents with checks, bills of exchange or promissory notes;
- (k) serious or repeated infringement of the Customer's obligations towards the Bank;
- (l) the breach of any of the obligations set forth in this GBC or in any specific agreement between the Bank and the Client;
- (m) any other situation in which, in the opinion of the Bank, continuation of the relationship with the Client could adversely affect the interests or the image of the Bank.

6.3. The legal relationship between the Bank and the Client derived from the opening of any types of accounts will terminate in one of the following ways:

- (a) by agreement between the Bank and the Client, with effect from the date agreed by the parties;
- (b) by unilateral denunciation by the Bank or by the Customer (subject to Article 6.4 below), without the need to justify this decision, with a written notice of 30 calendar days;
- (c) by unilateral denunciation by the Bank of dormant accounts with a written notice of 15 calendar days;
- (d) by severance (invoked by the party for non-execution or improper execution by the counterparty of any contractual obligations), in which case the severance operates as of right, without summons, without notice of delay, without the intervention of the courts or the fulfillment of any other prior judicial or extrajudicial formalities.
- (e) on the basis of the unilateral termination / cancellation declaration, formulated in accordance with the provisions of Art. 1552 and the following in the Civil Code in any of the cases referred to in Article 6.2. above;
- (f) following the termination of the Client's existence in any of the cases governed by Article 244 of the Civil Code, the account following to be closed. The Bank, at the request of the Customer's beneficiaries, transfers the amount which, at the date of termination of the contractual relationship, represents the credit balance of the Client's account, within the statute of limitation period provided by art. 2190 Civil Code, to the beneficiaries of the Client whose existence has been brought to the attention of the Bank.
- (g) as a result of the Client's deletion from the Trade Register records, in which case the Bank may decide to close the account without notice to the Customer.
- (h) by other means in accordance with the legislation in force.

6.4. The closure of any account at Client's request may be made only after the full payment of all amounts owed to the Bank and solely on the condition that no freezing measure is taken on that account under the applicable legal provisions.

6.5. Except as otherwise agreed by the Bank, the Client undertakes that between the moment of relationship termination notification and that of the actual termination, he /she shall perform exclusively those operations strictly necessary for the transfer or withdrawal of the amounts in his /her bank accounts.

6.6. The Client undertakes to return to the Bank, prior to the closure of the accounts, all unused checks / check-sheets, under the responsibility for any damage caused to the Bank for the use of such instruments. In any case, the Bank will cancel any checkbooks / check-sheets made available to the Customer and will not be required to honor any bonds after the account closure date.

6.7. For the avoidance of any doubt, the termination of contractual relations between the Bank and the Client will not affect the due obligations of the Client towards the Bank. Also, the termination of the relationship from the Bank's initiation in accordance with the provisions of the present GBC will not cause the Bank to be liable for any damage so created to the Customer and shall not constitute a waiver by the Bank for the recovery of any amounts owed by the Client and / or a waiver of it concerning initiation of the collection / recovery of the due amounts, including from future collections.

6.8. As a result of contractual relation termination, in any of the situations mentioned above, the Bank: shall close the Client's account; will cease to credit the account with interest; will transfer and maintain, in a special account, at the disposal of the Customer's beneficiaries, the amount which, at the date of termination of the contractual relationship, represents the credit balance of the Customer's account. The Bank, at the request of the Customer's beneficiaries, shall transfer the amount which, at the date of contractual relationship termination, represents the credit balance of the Client's account, within the statute of limitation period provided by art. 2190 Civil Code, to the beneficiaries of the Client whose existence has been brought to the attention of the Bank.

## 7. Limitation of effects of the unpredictability

7.1. The Client understands and accepts that any costs or debts of the Client to the Bank established in foreign currency or related to that may be affected by changes according to the fluctuation of the reference currency rate. Any change or fluctuation of the foreign currency - RON exchange rate or between different foreign currencies valid on the date when the actual payment of any debts of the Client to the Bank will be incurred exclusively by the Client.

7.2. The client understands and accepts that entering into a credit relationship with the Bank in a currency other than that of its income or placements can generate attractive gains but also substantial losses. Such losses can occur if the currency, in which the Client's debt to the Bank is contracted, strengthens its position against the foreign currency of the income / placement, fact which leads to a potential reduction of the funds required to reimburse the debt. By contracting a foreign currency debt, the Client accepts all risks inherent to the financial market.

Foreign exchange fluctuations may impact the actual cost of the Customer's debt. The client assumes the risks of unpredictability under this article.

7.3. In addition, the Client understands and accepts the possibility that in the event of other exceptional changes, independent of the Bank's will, of the circumstances underlying the conclusion of a specific contract, the execution of its obligations in accordance with the respective contract and the General Business Conditions of the Bank may become more onerous due to the increased costs of their execution.

7.4. Taking into account all of the above and within the meaning of Article 1271 (3) lit. (c) of the Civil Code, the Client agrees to take the risk of such circumstances, being bound to fulfill the obligations assumed by the specific contract and generally by the General Business Conditions, independently of such exceptional changes of the circumstances underlying the conclusion of the specific contract.

7.5. By assuming such risks, the Customer understands and agrees that he /she will not be able to request a court to adapt the specific contract or the GBC in the event of such exceptional circumstances.

## 8. Major Force. Act of God

8.1. The Customer may not be relieved of any payment obligation under the GBC or any other specific contract with the Bank for a case of force majeure or act of god, except where the non-payment is due to an objective impossibility as a result of a force majeure event or act of god affecting the operation of the interbank payment system and exclusively during such a failure.

8.2. In all other cases where force majeure or act of god exonerates the Bank or the Client from liability, the affected party shall notify the other party of the force majeure event or act of god within maximum 5 calendar days, following to transmit the certificate issued by the competent authorities on force majeure or act of god within 15 business days from the occurrence of that event, under the sanction of liability for the damage caused by the failure to execute the force majeure or act of god obligation.

## 9. Transfer of rights and / or obligations. Outsourcing services

9.1. The Customer may not assign or transfer in any other way, without the prior written consent of the Bank, any of its rights and / or obligations under the GBC and / or the specific agreements concluded between the Client and the Bank.

9.2. The Bank may assign or transfer in any other way, at any time, to any third party, at its sole discretion, any of its rights and / or obligations under the GBC and / or any other specific agreement and, in its entirety, the contractual relationship born under the GBC or that specific contract, together with any related guarantees.

9.3. By signing or accepting the GBC and / or specific contracts, the Customer declares that he /she agrees in advance, unconditionally and irrevocably on any such assignment or transfer and that he / she understands and agrees that in the event of such assignment or transfer, from the moment the assignment or transfer becomes effective, the Bank shall be relieved of the correlative liabilities related to those assigned or transferred rights or, as the case may be, shall be released from all its obligations under the GBC or specific contracts and which have been assigned transferred in full.

9.4. The Bank will notify the Customer of the assignment or transfer, which will become effective and enforceable against the Customer from the date of receipt of the notification.

9.5. In view of the provisions of Article 1577 of the Civil Code, the Customer understands and accepts that the Bank will not be held responsible for any additional expense incurred by the Client as a result of the assignment of the rights born under the GBC or any other specific contract or as a consequence of the assignment or the transfer of such contracts in their entirety.

9.6. In order to execute the Customer's instructions, provide any service and supply any product, the Bank may use any communications, settlement / clearing, payment systems as well as third party services as it sees fit, and may not be held liable for any damages caused by the same only insofar as the Bank has contributed to such damage due to gross negligence or bad faith.

9.7. Furthermore, the Bank may decide, in compliance with the applicable legal provisions and without prior notice or Customer's consent, to outsource any banking service or ancillary to it or any part thereof to third parties pertaining or not to the Group to which the Bank belongs. To the fullest extent permitted by law, if the Customer's consent is legally required, the Customer declares that by signing or accepting the GBC it expressed in advance its unconditional and irrevocable agreement on any such outsourcing of services by the Bank.

## 10. Notifications

10.1. Without prejudice to the provisions of Articles 1.4.2. - 1.4.3., any request, notification, approval or communication (collectively "Notices") transmitted between the parties in connection with the provisions of this document or with certain products / services that are the subject of specific contracts concluded between the Client and the Bank, in the absence of express provisions to the contrary, shall be made in writing and may be sent in person or sent by simple mail or with confirmation of receipt, telex, SWIFT, fax, SMS, published on the official website of the Bank, by means of a message posted in the internet banking applications (for holders of such services provided by the Bank), by a message included in the account statement sent to the Customer for monthly information, or by any other manner agreed between the Bank and the Client, at the relevant contact details mentioned by the Client in the Account Opening Request or in other documents made available to the Customer for the purpose of communicating his contact details or later communicated to the Bank.

10.2. Notifications will be deemed received at the dates mentioned below, respectively on the next bank business day if the sender's effective receipt of the Notifications submitted pursuant to subparagraphs (a), (c), (d) was made after 16:00 on a bank business day or on a non-bank non-working day:

(a) at the date of hand-over, if they have been personally handed over;

(b) on the date mentioned on the "Receipt Confirmation" in the possession of the sender or on the date mentioned on the returned envelope or on any other document issued by the postal service providers if the envelope is returned, if they were sent by letter with confirmation of reception;

(c) within 3 business days as of date of submission to the postal / courier service for the shipments within the territory of Romania, respectively, within the term guaranteed by the postal / courier service provider for cross-border shipments, if they were sent by simple mail;

(d) on the date mentioned on the acknowledgment of receipt issued by the sender's fax / telex, if they were sent by telex or faxed;

(e) on receipt of the message acceptance, if transmitted by S.W.I.F.T. ;

(f) on the date of transmission of the notification by e-mail provided for in Article 1.4.3. of the present GBC and in other cases where this means of communication is agreed;

(g) on the date of posting on the Bank's official website.

10.3. Any Notification is deemed validly sent by the Bank if it has been shipped at the latest contact data communicated by the Client to the Bank through the documents provided for this purpose by the Bank, regardless of the manner of communication chosen by the Bank. In this respect, the Bank may not be deemed in default concerning its notification obligations in the event of return of the correspondence or the failure to receive the Notification due to incorrect Customer's contact data. Furthermore, the Bank will not be required to perform additional checks to identify the correct contact details of the Customer and cannot be held liable for any damage caused to the Customer as a result of failure to receive the Notifications due to the non-compliance of the contact details.

#### 11. FATCA (The Foreign Account Tax Compliance Act), CRS (Common Reporting Standard)

FATCA is a set of legislative measures issued by the United States Treasury (IRS) aimed at preventing and reducing tax evasion generated by the activity of US citizens and residents who hold accounts outside of the United States. FATCA introduces as responsibility of non-US financial institutions the obligation to: (a) specific identification and monitoring of customer data for FATCA purposes, (b) report on customers falling under incidence of FATCA, (c) retain a penalty fee if applicable.

CRS is a mandatory reporting standard issued by the Organization for Economic Co-operation and Development (OECD), the Council of the European Union adopting in this sense Directive 2011/16 / EU on administrative cooperation in the field of taxation and establishing the framework for the automatic exchange of financial information on residents Member States of the European Union. The CRS establishes the financial institutions' obligations to/of (a) specific identification and monitoring of fiscal residency and tax identification data, (b) report customers falling under CRS incidence,

The Bank carries out its activities in compliance with the FATCA and CRS requirements. In this respect, the Customer expressly undertakes: (a) to communicate to the Bank, immediately and in writing, any modification of its identification data provided to the Bank upon initiation or during the business relationship with the Bank, by sending the relevant document to the bank, so that the Bank may monitor and classify the Customer for FATCA / CRS purposes; (b) to provide the Bank immediately at its request with any information and documents that the Bank considers relevant for FATCA / CRS purposes.

The Client understands and agrees that, if he /she is or becomes subject to the FATCA / CRS requirements and in order to fulfill his obligations under FATCA / CRS, the Bank: (a) may transmit the Client's information and documents to the competent tax authorities (from Romania or abroad), (b) may retain from the Customer amounts of with US origin in the Client's accounts opened at the Bank in accordance with the FATCA requirements, which the bank will transfer to the competent fiscal authority (from Romania or abroad), the Bank being exonerated from any liability in these cases.

## 12. Severability

Each of the provisions of this document and of any other document relating to a particular transaction is separable and distinct from each other and at any time, if one or more provisions are not valid, are illegal or inapplicable, then the validity, legality and applicability of the other provisions are not affected in any way.

## 13. Cumulative rights

All rights of the Bank are cumulative and any express right granted to the Bank under this document or any other document related to a particular transaction may be exercised without prejudice or limitation to any other express or implied right of the Bank.

## 14. Litigation

14.1. Disputes between parties regarding the performance of the Agreement are settled amicably. Disputes that cannot be settled amicably are the jurisdiction of the courts of the Bank's headquarters.

14.2. In order to settle amicably the possible disputes, the Customer will also be able to resort to extrajudicial procedures for settling disputes and obtaining the compensations provided by the legislation in force.

### 14.3. The governing law and jurisdiction

This document is governed and interpreted in accordance with Romanian law and both the Client and the Bank are subject to the jurisdiction of the courts in Romania. Submission to this jurisdiction does not limit the Bank's right to sue the Customer in the court of law in any other jurisdiction.

## 15. Express Acceptance

15.1. By signing or accepting the present GBC, (i) the Customer expressly agrees to conclude a contract with the Bank with the intention of benefiting of the services provided by the Bank and thereby to acquire the rights and to be held liable by the obligations resulting from the provisions of the GBC, the same containing provisions which the Customer considers equitable and (ii) the Customer confirms that the Bank has provided all the documents and information necessary to understand the provisions of the present GBC, the Client agreeing to assume the risk of error in understanding any of their provisions, within the meaning of Article 1209 of the Civil Code.

15.2. Client's signing of this document, of the request to open an account or any specific contract incorporating the General Business Conditions by reference, signifies the full, explicit and unconditional assimilation and acceptance by the Client of any and all terms and conditions of the GBC, and in particular, but without limitation to, of the following clauses: (i) limitation of Bank's liability (article 5.2), (ii) the manner in which the General Business Conditions and / or the List of Fees, Commissions and Interests may be modified or terminated, as well as the method of establishment of costs and commissions (articles 1.4 and 4), (iii) the possibility of the Bank to suspend or refuse to execute contractual obligations or specific operations and instructions provided for in specific contracts (Article 2.3 ), (iv) the Bank's ability to perform conventional clearing and non-existent mutual clearing between the Bank and the Client (Article 2.9.), (v) the unilateral possibility of the Bank to close a Client's account and / or discontinue the GBC effects (Article 6); (vi) limitation of unpredictability effects and undertaking by the customer of the risks related thereto (article 7), (vii) the Bank's ability to assign or transfer any specific contract or rights thereto without the Customer's consent other than that expressed by signing the present GBC (article 9); (viii) Customer's disqualification from the use of terms in the event of non-compliance with payment obligations and other contractual obligations (Article 6.1.), the establishment of the Romanian law as a law applicable to the GBC and the jurisdiction of the courts of law at the Bank's headquarters (Article 14), limiting Customer's rights to assign or transfer in any other way, without the prior written consent of the Bank, its rights and obligations under the GBC and / or the specific contracts concluded between the Client and the Bank (Article 9).

15.3. The Customer understands and accepts that the signing of any request to open an account, any Client Data Update Form, or any specific contract by the Customer after the date on which the notification of the GBC changes is deemed to have been received under the GBC provisions, is additional proof of express acceptance by the Client of the latest version of the GBC in force at that time.

15.4. This version of the GBC will be applicable as of ..... and will complete each and every specific contract, including those previously concluded between the Bank and the Client.

15.5. The customer confirms that he / she has received a copy of the present GBC.

15.6. The following appendices are an integral part of the present GBC:

- Account opening request, including the Signature Sheet
- List of Taxes, Commissions and Interests for Legal persons.

**CREDIT EUROPE BANK (ROMANIA) S.A. Client,**

Branch \_\_\_\_\_ Client code: \_\_\_\_\_  
Name \_\_\_\_\_ Tax \_\_\_\_\_ identification \_\_\_\_\_ no.  
\_\_\_\_\_  
Position : \_\_\_\_\_ Denomination \_\_\_\_\_  
Signature : \_\_\_\_\_ Name \_\_\_\_\_  
Name : \_\_\_\_\_ Signature \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## Annex 1 to the General Business Conditions

### Deadlines for receipt of documents and processing on the same working bank day

	Type of operation	Processing time limit
1.1	ACH payment order collections (<50.000 lei)	16.00
1.2	ACH payment order payments (<50.000 lei)*	13.30
1.3	REGIS payment order collections (>50.000 lei / urgent)	16.00
1.4	REGIS payment order payments (>50.000 lei / urgent)*	15.00
2.1	Checks / promissory notes to be collected on paper*	14.00
2.2	Checks / promissory notes to be paid / rejected on paper	17.00
2.3	Checks / promissory notes to be collected by PAID*	14.00
2.4	Checks / promissory notes to be paid / rejected by PAID	16.00
3.1	Currency collections	18.00
3.2	Currency payments*	16.00
4.1	Currency exchanges	16.00
5.1	Cash collections / deposits*	17.00
6.1	Deposit establishment / changes / liquidation**	17.00

\* Transfer orders received after the aforementioned hours will be processed on the next business day

\*\* Branches / agencies / working points located in shopping centers will process the transactions mentioned in the work program displayed at their headquarters.

### Client,

Customer code: \_\_\_\_\_

Tax identification number: \_\_\_\_\_

Denomination : \_\_\_\_\_

Signature \_\_\_\_\_