

# General business terms and conditions for legal entities and persons who perform independent activities

BCR 

**GENERAL BUSINESS TERMS AND CONDITIONS**  
**for**  
**LEGAL ENTITIES AND PERSONS WHO PERFORM INDEPENDENT ACTIVITIES**  
**VERSION no. 11 / 23<sup>rd</sup> of February 2018**

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## Chapter I. INTRODUCTION

### A. REGULATION

All contractual relationships between

All business relationships between legal entities, persons who perform independent activities ("PDAI"), professionals according to the Civil Code (hereinafter referred to as "**Customers**" or "**Clients**") and Banca Comerciala Romana, a two tier managed company, registered with the Trade Register under no. J40/90/1991, Sole Registration Code 361757, registered under no. RB-PJR-40-008/1999 with the Credit Institutions Register and respectively under no. 3776 and no. 3772 with the Personal Data Processing Register, share capital LEI 1,625,341,625.40, with the headquarters in Bucharest, 5 Regina Elisabeta Blvd., District 3, postal code 030016, [contact.center@bcr.ro](mailto:contact.center@bcr.ro), website [www.bcr.ro](http://www.bcr.ro) (hereinafter referred to as "**BCR**" or "**Bank**") are governed by these General Business Terms and Conditions (hereinafter "**GBTC** ") as well as by the specific terms and conditions of the products and services purchased by the Customer. Schedules 1 to 7 attached herein form an integral part of GBTC.

The supervisory authority of the Bank is the National Bank of Romania ("NBR"), headquartered in Romania, Bucharest, 25 Lipsicani Street, District 3, postal code 030031.

These GBTC contain important information for the Bank's clients and together with all the other documents the Customer has agreed to sign in order to provide contract BCR's products and services, represent the contractual aspects applicable to the contractual relationship between the Client and BCR and the services that BCR provides to the Customer. Any such document signed by the Client together with BCR will be herein referred to as the "**Contractual Documentation**". The business relationship between the Client and the Bank is based on mutual trust.

By signing the Contractual Documentation, the Customer agrees that the Contractual Documentation together with these GBTC reflects in full the Customer's will as regards the services provided by BCR and supersedes any other arrangements, written instruments, pre-contractual documents or negotiations that took place between Customer's representatives and BCR before signing the Contractual Documentation. There are no secondary elements related to the Contractual Documentation and to the agreement between the Customer and BCR that have not been reflected in the Contractual Documentation.

By signing any other document within the Contractual Documentation, the Client confirms that BCR has made available the provisions of these GBTC, either by accessing them on the website [www.bcr.ro](http://www.bcr.ro), or upon request, on paper in the BCR locations or in electronic format by sending to the Customer's e-mail address, and the Contractual Documentation in general, as well as any information necessary to understand their provisions. Thus, the Client agrees to assume the risk of error in understanding any provision in the Contractual Documentation, including the present GBTC within the meaning of Article 1209 of the Civil Code.

This document, GBTC is issued by the Bank in accordance with its internal rules and business policy.

The GBTC are providing the general Contractual Documentation pursuant to which the Bank agrees to supply services and the Customer agrees to use the products and services supplied by the Bank.

The GBTC are supplemented by:

- (a) the provisions of the forms and, if the case, the Conventions specific to each product or service (for products and services not covered by these GBTC or for products and services contracted before October 1, 2017);
- (b) the applicable laws, including the regulations issued by the National Bank of Romania; and
- (c) the international and domestic banking practice.

In case there are any discrepancies between the GBTC and the provisions of the forms and Conventions specific to each product or service, the provisions of the forms and Conventions specific to each product or service shall prevail except for those that came into force prior to the entry into force of the GBTC; in this latter case the GBTC shall take precedence. In case there are discrepancies between the GBTC and the applicable laws, the applicable laws shall prevail.

If not expressly mentioned in these TCGA, the provisions of Title III and Title IV, Articles 115, 122 (2) and (3), 128 and 129 of the Emergency Ordinance no. 113/2009 on payment services, as subsequently amended, does not apply to the Customer.

The execution of the account opening application by the Customer amounts to full and unconditional agreement by the Customer with all the terms and conditions of the GBTC.

## B. DEFINITIONS

The terms used in this document will have the meaning given in Schedule 1 - General definitions of these GBTC.

## C. SCOPE

1. All business relationships between Clients and the Bank, including the Banking Units that administer Customers, are governed by these GBTC, together with the Schedules hereto, as well as the terms and conditions specific to the products and services purchased by the Customer.
2. In case of a new Customer, the contractual relationship between the Bank and a respective new Customer will become effective upon signing by the Customer of the Application-Contract for the purchase of banking products and services. The GBTC and shall continue to apply to the contractual relationship between the Bank and the Customer remains into force until the closing of all the Customer's accounts and, as the case may be, all the products and services contracted from the Bank.
3. The Bank is entitled to amend the GBTC. The Customer is informed about any amendment of the GBTC by posting such amendment in the Banking Units and/or on the Bank's website ([www.bcr.ro](http://www.bcr.ro)) with at least 30 calendar days before the proposed date for entry into force thereof.
4. Before entry into force of the amendment mentioned under point 3 above, the Customer may notify the Bank by registered mail with return receipt or by delivery to the Banking Unit managing the Customer with regard to the rejection of GBTC and termination of the Contractual Documentation. The new terms and conditions will be deemed to be tacitly accepted by the Customer if the Customer does not send such a notification before the entry into force of the GBTC.
5. The amendment or termination of a specific Convention entered into by the Bank and the Customer is made in accordance with the provisions of such Convention and does not affect the validity of the other specific contracts or GBTC.
6. Any derogation from the application of the Contractual Documents, including the GBTC, to the Customer must be expressly agreed to in writing by the Bank and the Customer.

## Chapter II. OPENING, PERFORMANCE OF TRANSACTIONS AND CLOSING OF ACCOUNTS

### A. GENERAL PROVISIONS

1. The Bank is entitled and has the obligation to verify the identity of the Customer and of the real beneficiary before establishing a business relationship or performance of transactions, in accordance with the applicable legal provisions.

The Bank needs to retrieve at least the following Customer identification information from the documents required from the Customers upon initiation of a business relationship: (A) name; (B) legal form; (C) registered headquarters and, if applicable, the place of its central management and direction of its registered activities, including the country of residence; (D) correspondence address, if it is different from the registered headquarters; (E) phone and fax number, electronic mail address; (F) type and nature of the activities carried out; (G) identity of the persons who, in accordance with the articles of association and/or decisions of corporate bodies, are entitled to manage and represent the entity, as well as their representation powers; (H) shareholding structure up to the identity of the real beneficiary or information on the group of persons who are the real beneficiary; (I) identity of the person (standard identification) who acts on behalf of the Customer, as well as information to verify that such person is authorised/empowered in this respect; (J) country of fiscal residence.

As concerns the Account attorneys-in-fact/real beneficiary, the Bank may ask the Customer to specify the: (A) first name and last name and, if applicable, the pseudonym, as set out in a legal document; (B) the registered address and the correspondence address (if it is different from the registered address), and if applicable, the residence, as set out in the identity document; (C) country of residence; (D) date and place of birth; (E) personal identification number (CNP) or, as the case may be, another unique identification element mentioned in an official valid identity document (in the case of non-resident natural persons); (F) telephone, fax, electronic mail address, as applicable; (G) citizenship; (H) occupation, name/employer's name or the nature of own activity; (I) important public office position held (Politically exposed person), as applicable.

2. In case the Customer does not provide the Bank with the requested information in accordance with 'know your customer' rules, prevention of money laundering and/or financing of terrorist activities legislation or if the information provided by the Customer to the Bank is not accurate, the Bank will not

perform the transaction requested by the Customer, will not initiate the business relationship and/or will terminate the business relationship with the Customer, as appropriate.

3. If the Bank receives requests for reimbursement of funds that have credited the Banks' Customer's accounts due to fraud detected and / or confirmed by the Single Euro Payments Area (SEPA or Single Euro Payments Area), the Bank will be entitled to debit the Customer's accounts immediately, without prior notice thereof. Also, the Bank can take the following measures related to any account, without the Client's consent other than the one expressed by signing the present document, required in any other circumstance stipulated by the applicable regulation including taking any other action considered adequate in order to ensure the fulfilment of its obligations concerning the preventing and combating fraud, money laundering, terrorist financing, giving/taking bribery, corruption, tax evasion, and those regarding services provided to persons who may be subject to economic sanctions when the Bank has suspected fraud or suspicions about the purpose or nature of the transaction. These measures, without limiting to, can include current account blocking, returning to the ordering party of the funds credited in the Client's account as a result of a fraud, investigating and interception of payments instructed from or towards the Client's account, investigating the source of funds and the beneficiary, investigating in order to determine whether a particular person is subject to sanctions.

The Bank will not be held liable for such operations, being considered irrevocably mandated in this respect and will not compensate the Customer for any damages (including interests not accrued to the amounts so charged) that can result from debiting the Customer's accounts in the circumstances specified in this paragraph.

4. Upon the Customer's express request the Bank may open current accounts and other types of accounts. The accounts are opened by the Bank in accordance with internal regulations, based on the Bank's standard forms filled in and signed by the Customer, accompanied by the documents requested by the Bank.

In case the Customer is rolling funds with special destination (set out by law and that the Customer may not dispose of) or funds representing non-refundable loans or financing received from international institutions or organisations for the carrying out of programs or projects, the Customer is under an obligation to require the opening of special accounts, by presenting the documentation stating the special destination of funds ; in the contrary, these funds may be subjected to any enforcement measures initiated by the Customer's creditors and the Bank does not bear any liability in this respect.

5. The Bank is entitled at any time during the contractual relationship with the Client to request any additional documents that the Bank considers necessary in order to comply with the legislation on know your customer and / or prevention of money laundering and terrorist financing.

## B. PERSONAL DATA PROTECTION

1. The customer representative, Account attorneys-in-fact/Users, PDAI, associations or direct and indirect Client's stockholders, ultimate beneficial owner, as well as to any natural person involved in the company activity, of whom personal data is transmitted by the Client to the Bank through requested documents during the business relationship initiation or during the execution of this relation (hereinafter referred to as "Data subjects" as below mentioned) expressly authorise the Bank to process their personal data and to transfer abroad in accordance with Law 677/2001 on data protection, processing of personal data and free movement of such data.
2. The Bank, as data controller, processes personal data directly or by representatives who can be among the indicated persons of "data addressees" on point 8 from below in accordance with Law 677/2001 on data protection, processing of personal data and free movement of such data. The processing is set out in the register for personal data evidence under no. **3772-3776**.
3. The Bank will not process personal data unless this is necessary for the fulfilment of the below mentioned purposes, in compliance with all the data security and confidentiality measures.
4. The purpose of personal data processing may be: performing the Contract, advertising, marketing and publicity, statistics, financial and banking services, credit reporting, debt collection/recovery of receivables, within the purpose of the Bank related to banking supervision over Bank's activity and intra-group reporting and/or to Supervision authorities, for the purpose of complying with the local and European prudential requirements legislation applicable to credit institutions and also for the portfolio management and risk management (including but not limited to identifying of group of connected clients within the level of parent –company of the Bank) insurance and reinsurance, fraud prevention, electronic communication services, designing, developing, testing, disposing new IT systems, IT services (including database storage in the country and abroad); keeping / storing (prior to archiving) and archiving according to the legal provisions of the Contractual Documentation (including the provision of operations related to these activities)

5. **Concerned persons are:** natural persons in connection with Customers of the Bank (either former, existing or potential), as it follows representatives of the Customer, Account attorneys-in-fact / Users, ANP, associations or direct and indirect Client's stockholders, ultimate beneficial owner, as well as to any natural person involved within the company activity, of whom personal data is transmitted by the Client to the Bank through requested documents on the business relationship initiation or during the performance of this relation, consumers or potential consumers, debtors, contracting parties, family members of such persons, guarantors.
6. **Personal data** means any information on a natural person, identified or identifiable, namely: first name and last name, first name and last name of family members, sex, data and place of birth, citizenship, signature, data from the civil status documents, pension file number, telephone/fax, registered address/residence, e-mail, profession, work place, professional training – diplomas – studies, marital situation, economic and financial situation, data on owned assets, banking data, image, card no., card expiry date, IBAN code, personal numeric code, series and number of the identification document, data on its state of health, information necessary for the carrying out of the permitted activities of credit institutions, as per Government Emergency Ordinance no. 99/2006 on credit institutions and capital adequacy.

The Customers are under an obligation to provide these documents which are required for the supply of banking services. The refusal to provide such data renders the supply of banking services impossible.

7. **Processing of personal data** means any operation or set of operations which is performed upon personal data of the data subjects whether or not by automatic means, such as: collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.
8. **Data addressees** may be: the person concerned, its legal representatives, the Bank's representatives, other natural or legal persons which process personal data on behalf of the Bank (except for attorneys-in-fact such as lawyers, consultants, accountants or auditors), Bank's counterparties, entities within the BCR Group, of the entities of BCR Group, courts of law and magistrates, central public administration bodies, local public administration, police, providers of services and goods, banks, credit offices, debt collection/recovery of receivables companies, insurance and reinsurance companies, professional organisations, market surveillance organisations.

In case of cross-border transfers performed via SWIFT (Society for Worldwide Interbank Financial Telecommunication), the personal data set out in the transfer documents may be accessed by US authorities (US Treasury Dept.), in order to apply national legislation regarding money laundering prevention and war on terrorism.

9. **Estimated time for conclusion of processing operations. Subsequent data destination:**

In order to reach the goals set out herein, the Bank will process personal data throughout its operation until the moment when the data subjects, the Account attorneys-in-fact/Users or ANPs express dissent.

Subsequent to the conclusion of the data processing operations for the purposes they have been collected for, in case the data subjects, the Account attorneys-in-fact/Users or ANPs do not express their dissent according the applicable law, such data shall be archived by the Bank for the time period prescribed by law (in particular the laws regarding the National Archives) or shall be destroyed.

10. **Cross-border data transfer. Requirements for the transfer:**

Data transfers may be performed within and outside the country/EU and EEA, pursuant to the above mentioned purposes or with the purpose of the performance of an agreement concluded by the concerned person or in relation to the conclusion of an agreement or for the performance of an agreement already concluded or to be concluded for the benefit of the person concerned, between the controller and a third party provided that the country of destination ensures an adequate level of protection or offering by data controller sufficient guarantees regarding the protection of fundamental rights of data subjects, in case the country of destination does not ensure an adequate level of protection

11. **The rights of the data subjects, Account attorneys-in-fact/Users or ANPs,** in accordance with the provisions of Law 677/2001 are the following: the right to access the data, information right the right to rectify the data, the right of not being subject to an individual decision, the right to object and the right to address a court of law.

In case the data subjects, Account attorneys-in-fact/Users or ANPs do not agree with the processing of their personal data to third parties for marketing purposes or with the transfer of their personal data to third parties, they are entitled to object by written, signed and dated notification, addressed to the manager of the Banking Unit where the account is opened, submitted in person or by registered mail sent to such Banking Unit.



### C. OPENING OF ACCOUNT. ACCOUNT ATTORNEYS-IN-FACT

1. The applications for account opening as well as all documents addressed to the Bank must be signed by the Account attorneys-in-fact empowered to do so by power of attorney received from the Customer.
2. Upon opening of the accounts, the Bank requires the Customer specimen signatures and documents attesting the attorneys-in-fact as being Account attorneys-in-fact, as well as any documents necessary for the identification of the Customer and the Account attorneys-in-fact.
3. Except when the documents nominating the person to represent the Customer in relation to the Bank expressly provides a specific validity period of such mandate, the empowerment remains effective for the entire duration of the business relationship until receipt by the Bank of a written notification on the revocation, termination (from any reasons, including by the expiry of the mandate or otherwise) or amendment thereof. The Bank is entitled to require any documents it considers necessary in relation to such amendments. The Bank is entitled (without being obligated to do so) to require the Customer at any moment to confirm or renew the mandates given by the Customer in connection with the accounts opened with the Bank.
4. The Customer is liable to the Bank for any loss incurred by it as a result of the failure to inform the Bank about the termination of the mandate in accordance with the Bank's internal norms of any restriction or limitation applicable to the Account attorney-in-fact. In addition, the Customer expressly confirms and declares that each document submitted to the Bank, including copies thereof, in relation to the entire duration of the contractual relationship is correct, complete and produces full effects and has not been modified or replaced until the date it was provided to the Bank's, the Customer having the obligation to notify the Bank any change in the documents deposited with the Bank in this respect.
5. In case there is a dispute or a conflictual situation of any nature which in the Bank's opinion may prevent the identification of the Account attorney-in-fact, the limit of its powers or the revocation or its termination, the Bank is entitled to block the Account attorney/s-in-fact/User's/s' access to the Customer's account until the resolution of the dispute evidenced by production of documents satisfactory to the Bank (for instance, final and irrevocable court decisions, ascertaining certificate or excerpt from the Trade Register or any other documents issued by a competent authority, etc.).
6. By accepting these GBTC, the Client confirms and accepts that in the relationship with the Bank: (i) Account attorneys-in-fact have full representation rights, such as by way of example: the right to open / modify the contractual relationship, to request the acquisition / modification / closure of products and services, signing contractual documentation, including checks / promissory notes, performing transactions on the Client's accounts, raising checks / promissory notes, including refusals to pay, empowering / revoking with the right to sign on the Client's accounts, to appoint delegates; (ii) for the initiation of banking operations, each person authorized to dispose of amounts within the accounts, respectively each designated user of any banking service is obliged to observe the types of signatures, management rights and limits set by the Client through the specific forms and (iii) where several persons authorized to have accounts / multiple users with partial signatures act jointly in accordance with the type of signatures determined at the time of initiating a banking operation, the respective authorized persons / users are obliged to comply with the lower limit set for them.
7. By accepting these GBTC, the Client confirms that he has fully understood (i) the information necessary to identify the Deposit Guarantee Scheme in which the Bank participates as set out in Annex 2 - The Form for Information to Depositors attached to these GBTC, and (ii) the categories of deposits excluded from the protection of the Deposit Guarantee Scheme as set out in Annex 3 - List of deposits excluded from the guarantee attached to these GBTC.

### D. OPERATION AND PERFORMANCE OF TRANSACTIONS WITH THE ACCOUNTS

1. Any operation ordered by the Customer is performed through the current account except where the specific conventions entered into with the Customer provide differently and such prevails over these GBTC. The operations that can be performed through the current account are, without being limiting:
  - a. operations with payment orders in lei or currency initiated on paper or using electronic banking services;
  - b. cash deposit and withdrawal operations;
  - c. operations with debit instruments (checks, bills and promissory notes);
  - d. direct debit operations;
  - e. card operations.
2. The Bank will only accept for purposes of processing the documents/instruments presented to the Bank by the Customer or by the Account attorney-in-fact or submitted to the Bank by the electronic means



accepted by the Bank.

3. The documents presented to the Bank must bear in any event the signatures of the Account attorneys-in-fact, fully compliant with the signature specimens kept by the Bank.

In carrying out the Customer's instructions, the Bank shall rely on the conformity, correctness and authenticity of the signatures inscribed on the instructions sent by any means to the Bank and shall not be in any case liable for any consequences which may arise as a result of fraudulent or abusive use of such signatures.

4. Customer's consent to execute payment instructions is expressed by:
  - a. the authorized signature, according to the Specimen Signature, for paper payment instructions (including OPs) and cash withdrawals;
  - b. the direct debit mandate granted by the Client to BCR;
  - c. in the case of payment instructions made using a Card: i) in the case of the Transaction made at the POS - signing the receipt or entering the PIN; ii) in the case of the Internet Transaction - providing the following information: the card number, the User name as written on the Card, the expiration date, the 3 digits on the reverse (CVV2 / CVC2 code), and, in the case of secured sites, 3D Secure affiliate password; iii) for the Card Not Present (CNP) transaction - agreement with the Accepting Merchant, specifying the amount of the Transaction to be authorized; iv) cash withdrawals from special devices (eg ATM) - use of PIN code; v) in the case of contactless transactions - the simple proximity of the Card to a Contactless Terminal, for low-value payment operations;
  - d. the verbal confirmation that the Client gives by phone, if the Client's access to the respective Banking Transaction is allowed both by User Name and Password and by User Name and OTP code, respectively confirmation by entering the OTP code, if that Customer's access to that Banking Transaction is only allowed through User Name and OTP, depending on the type of access agreed under the relevant Convention for phone banking;
  - e. pressing the "Finalize the operation" button, without the need for an additional password, if the Client's access to the Banking Transaction is allowed both by User Name and Password, By User Name and OTP Code, respectively entering the DS code if Customer's access to that Banking Transaction is only allowed through User Name and OTP, depending on the type of access permitted under the relevant Convention for Internet Banking; or
5. The Bank carries out the assessment of the authenticity of the instructions issued by the Customer based on the following procedure:
  - a) for the paper based instructions: by plain comparison of the signatures inscribed on the instruction with those inscribed on the signature specimen submitted with the Bank and based on the Customer's identification data.
  - b) for instructions issued by the Customer in electronic format: by use of the authentication means with respect to the users, the rights to use the account and the signature rights thereof according to TCUEB attached to these GBTC;
  - c) for payment instructions made using a Card: according to the TCUEDB attached to these GBTC.
6. In case the amounts transferred to the Customer's account, if the beneficiary account mentioned within the payment message is denominated in other currency than the one of the transferred amount, then the Bank may, at its own choice, without any notification or without obtaining any confirmation / refusal of any kind from the Client, to execute the incoming payment by crediting the beneficiary account with the equivalent in the account's currency of the amount transferred, or to refuse the transaction execution.

In case the amounts transferred from the Customer's account, if the payer account mentioned within the payment message is denominated in other currency than the one of the transferred amount, then the Bank may, at its own choice, without any notification or without obtaining any confirmation / refusal of any kind from the Client, to execute the outgoing payment by debiting the payer account with the equivalent in the account's currency of the amount to be transferred, or to refuse the transaction execution.

In all cases, the foreign exchange conversion will be executed using the Bank's foreign exchange rate valid at the moment the amount is credited or debited. By accepting these GBTC, the Client grants the Bank a full, irrevocable and unconditional mandate (valid until the termination of the contractual relationship with the Bank, Article 2015 of the Civil Code being excluded from application) to effect any foreign exchange transactions at the Bank's exchange rate valid at the time of the relevant operation.

In case an outgoing or incoming payment that was executed by the Bank through a foreign exchange conversion as previously described, is reversed regardless the reason (e.g. the payment order was

rejected by the beneficiary's bank, the payment order was revoked by the payer based on the beneficiary's acceptance etc.), the Bank will execute the reversal transaction at the new foreign exchange rate applied by the Bank, valid at the moment the conversion is executed. The Bank is not liable for any losses triggered by the differences and fluctuations in foreign exchange rates between the moment the initial outgoing or incoming payment transaction was executed and the moment when the reversal transaction is executed, any such losses being fully supported by the Customer.

7. The Bank shall not be liable towards the Customer for any erroneous instructions given by the Customer with respect to the amounts on the account. In case of erroneous instructions which have resulted into withdrawal or transfer of the amounts from the account, the Bank shall seek to recover such amounts, without being in any way obliged to the Customer to do so.  
In case of an erroneous transfer by the Bank to the Customer of certain amounts to which the latter is not entitled, the Bank shall reverse the transfer of such amounts, taking also into account the impact of such amounts on interest, by proceeding to the recalculation and regularisation of the interest to which the Customer is not entitled starting with the date on which such amounts have been calculated.
8. The Customer may not revoke a payment instruction after giving its consent, save the payment instructions with respect to which the Customer and the Bank have agreed to be settled in a specific day or at the end of a specific period or on the day the Customer delivers the necessary funds at the Bank's disposal.
9. Any request by the Customer to perform a foreign exchange and/or a Financial Transaction, by signing a foreign exchange order, any other type of order or document or by entering into a specific Convention, confirmed through a recorded telephone conversation, on the electronic platform or by using any other modality agreed with the Bank, settled immediately or at another currency date, is deemed irrevocable. All costs generated by variations of foreign exchange and/or quotations shall be borne by the Customer. Similarly, in case of failure to comply with the order as placed as well as in case the Customer modifies the order delivered to the Bank, all consequences, including without limitation, additional costs incurred by the Bank, shall be completely borne by the Customer.
10. In case the Customer requests withdrawal from the account of certain amounts denominated in foreign currency, the Bank shall release the amounts of foreign currency equal to the lei equivalent thereof, at the exchange rate posted by the Bank as applicable on the payment date.
11. Transactions which may be performed via the current account include but are not limited to:
  - a) cash collection and transfer transactions at the Banking Units within the working hours;
  - b) cash payment transactions at the Banking Units within the working hours;  
  
For the cash release in LEI and foreign currency above a certain limit set by the Bank, according to the specifications included in the relevant List of Bank's Tariffs, it is necessary to make a prior appointment at the banking unit cashier desk, from where the cash withdrawal is requested. The unscheduled withdrawals can be made solely with the Bank's consent.  
  
If the Customer omits to notify the Bank in advance with respect to its intended cash withdrawals and the Bank does not hold sufficient available funds in such currency, the Bank may, upon Customer's request, release the amount requested in another currency or in lei.  
  
In case the Customer fails to withdraw the cash amount on the day scheduled for such cash withdrawal, the Bank's obligation to keep the respective cash amount to the benefit of the Customer shall cease.
  - c) banking transfer transactions at the Banking Units or electronically.
12. The Customer agrees that the Bank's signature and stamp inscribed on the payment order in the "received" section shall be interpreted as a confirmation of receipt thereof for the purpose of processing and shall not be deemed as an acceptance of payment. Receipt of a paper based payment order shall be made in the Customer's presence and constitute the procedure by which the Bank acknowledges the receipt of the payment order for the purpose of conformity assessment, acceptance and performance thereof.  
  
The Bank shall deem an (interbank) payment order accepted and performed when the payment order is reflected in the account statement of the correspondent bank.  
  
The Bank shall deem an (intra-bank) payment order accepted and performed when the account specified by the paying Customer in the payment order is debited with the respective amount.
13. The Bank will perform the operations in accordance with the Customer's instructions only if it has provided the unique identification code composed of:

- a) the International Bank Account Number (IBAN) în the case of LEI -denominated payment transactions within the territory of Romania, respectively în euro în the SEPA area (Single Euro Payment Area);
- b) IBAN code and account number for countries that did not join IBAN and the beneficiary's bank identification code (BIC / SWIFT / Routing Code), respectively the name and address of the beneficiary's bank în the case of LEI payments outside Romania and the currency Euro outside the SEPA area)

In order to process a payment, the Client, as the ordering party, has to provide to the Bank the following mandatory information:

- a) in case of domestic payments în Lei:
  - payer: name, IBAN account
  - beneficiary: name, IBAN account
  - amount to be paid
  - due date

In addition to the information mentioned above, în case of payments initiated towards the State Treasury, the Client, as ordering party has to provide the following mandatory information:

- fiscal identification code of the payer and beneficiary
  - payment registration number (if case)
  - payment order number
  - reference concerning the economic content of the payment transaction
- b) in case of foreign currency payments, including domestic payments and crossborder payments în Lei:
    - payer: name, address (street, town, country), IBAN account
    - beneficiary: name, address (street, town, country), IBAN account (in case of countries using IBAN accounts) / account number (in case of countries not using IBAN accounts)
    - beneficiary's bank: name, address, BIC code
    - statistical information for NBR, according to the legal provisions
    - due date
    - amount
    - currency of the payment transaction
    - commissioning option

During the processing of the payment, the Bank will apply the following general rules:

- a) In case there are discrepancies between the beneficiary's BIC bank on one side and the name and/or beneficiary bank's address on the other, the Bank will use în the processing flow the BIC (which together with the IBAN code represents the unique identification code) provided by the Client, without notifying the Client, as ordering party, or asking for a confirmation / refusal of any sort;
- b) In case of payments în Euro for which the beneficiary's bank is located în an European Union (EU)/ European Economic Area (EEA) membre state, the Client, as the ordering party can choose not to provide the beneficiary's bank BIC, în which case the Bank will extract the BIC from the IBAN of the beneficiary account. If the Client, as ordering party, chooses to provide the beneficiary's bank BIC, the Bank will use the BIC provided by the Client în the processing flow, regardless if it is different from the BIC extracted by the Bank from the IBAN code of the beneficiary account, without notifying the Client, as ordering party, or asking for a confirmation / refusal of any sort,
- c) The BEN commissioning type is not used, regardless of the payment transaction type. If the Client, as ordering party, indicates specifically BEN commissioning type, regardless of the payment transaction type, the Bank is specifically and irrevocably authorised by the Client to execute the payment transaction by using the SHA commissioning type, without notifying the Client, or asking for a confirmation / refusal of any sort.
- d) In case of payment transactions în Euro or any other national currency of a European Union (EU)/European Economic Area (EEA) membre state, for which the beneficiary bank is located în a membre state of the European Union (EU)/European Economic Area (EEA), the Client, as ordering party has to indicate only SHA commissioning type,
- e) Without prejudice to the application of the rule referred to letter d) above, if the Client, as ordering party, indicates OUR as commissioning type for a payment transaction în any national currency (other than Euro) of an European Union (EU)/European Economic Area (EEA) membre state for which the beneficiary bank is located în an European Union (EU)/European Economic Area (EEA) membre state, the Bank will process the payment transaction with OUR commissioning type specifically indicated by the Client, thus understanding that the Client will bear the OUR guaranteed

fee and understanding that the Client is fully responsible for any and all consequences of using the OUR commissioning type;

- f) If the Client, as ordering party, specifically indicated the OUR commissioning type for a payment transaction in Euro for which the beneficiary's bank is located in an European Union (EU)/European Economic Area (EEA) member state, the Bank is specifically and irrevocably authorised by the Client through the GBTC to process the payment transaction by automatically using SHA commissioning type without notifying the Client, or asking for a confirmation / refusal of any sort;
- g) In case the Client, as ordering party does not indicate specifically a commissioning type, regardless of the payment transaction type, the Bank is expressly authorized by the Client through the GBTC to process the payment transaction with SHA commissioning type without notifying the Client, or asking for a confirmation / refusal of any sort.

The Bank shall process the payment orders in foreign currency by applying the OUR and SHA types of commission. The BEN type of commission is no longer in use. The processing of onflowing forms or of the instructions sent by electronic means which refer to the commissioning option BEN shall be changed by the Bank into SHA type commissioning.

- 14. In case of payments in foreign currency, the amounts ordered shall be transferred in full and shall not be decreased by the value of the commission charged by the Bank.
- 15. If the originator/beneficiary of a payment/collection may not be clearly identified, the beneficiary/originator shall be required to present the Bank with all identification data which is necessary for the processing of the transaction.
- 16. For payments in foreign currency, the funds shall be debited from the account of the paying customer on the date of receipt subject to COT limitations.
- 17. If a PO is received in a day which is not a Business Day, such PO shall be deemed to be received in the following Business Day. The Bank may establish a schedule, past which the PO shall be deemed to be received in the following Business Day.
- 18. In its capacity as the beneficiary's bank, the Bank shall credit the Customer's account on the day when the Bank's account has been credited or on the next Business Day with the currency date on which the Bank's account was credited. As the payer's bank, the currency date on which the Customer's account is debited will not be earlier than the moment when the amount that is the subject of the payment transaction is debited from the account.
- 19. After the receipt of the payment order, the amount of the payment transaction is debited from the Client's account and credited to the beneficiary's bank account at the latest by the end of the following business day for:
  - a) Lei payment transactions performed on Romanian territory;
  - b) payment transactions in Euro for which the beneficiary's bank is in a Member State of the European Union (EU) / European Economic Area (EEA),
  - c) payment transactions involving a single monetary conversion between the euro and the lei made in Romania, and - in the case of cross-border payment transactions across the EU and the EEA - the cross-border transfer takes place in euro.

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 up to 4 Business Days from receipt of the payment order. Payment transactions executed in other 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.

In the case of operations initiated on paper, the Customer agrees to extend the period mentioned above paragraph with one Business Day.

- 20. In connection with debit payment operations, the Customer shall present the documents for any proceeds collection in compliance with the applicable terms and flows, after having been ensured itself that its right of recourse shall not be affected.
- 21. The preparation by the Customer of the bordereau for the payment instruments is mandatory in case of debit payment instruments.
- 22. The Bank may perform remote transactions depending on the characteristics of each product offered to the Customer.
- 23. The Bank's liability to the Customer is limited to the damages caused as a result of a breach of the GBTC by wilful misconduct or gross negligence. None of the provision set out in this document shall be

interpreted in a sense which contravenes this rule. If the unique identification code provided by the Customer is incorrect, the Bank is not held liable for the failure to perform or the defective execution of the payment transaction. Nonetheless, the Bank, as the payer's bank, shall make every effort to recover the funds involved in the payment transaction. Also, as the beneficiary's bank, the Bank shall cooperate with the payer's bank, including by communicating with the payer's bank all relevant information for the adequate fund collection.

24. The rules for the use and operation of the VAT bank accounts are governed by the relevant legislation on these types of accounts, the Client being the only responsible for transmitting the instructions and performing the operations of these bank accounts in accordance with the legal provisions.
25. The Bank is exonerated from any liability, if the instructions sent to the other banks are not fulfilled, even if the Bank had the initiative in selecting the correspondent bank.
26. Unless it has received written instructions to the contrary, the Bank may, at its discretion and in accordance with the banking practice, send, at the Customer's risk, the valuable items, secured or unsecured documents, by registered mail or by post, bearing the minimum value stated.
27. The bank shall enforce the payment instructions presented directly by the Client or through the payment beneficiary, solely if the Client's current account available balance is enough to enforce the respective instructions and the payment of the fees pertaining to it, as mentioned in the relevant List of Bank's Tariffs charged to legal bodies.
28. In the case of the payment instructions which can be partially enforced and the account balance is insufficient for the full enforcement of the instruction and the payment of the pertaining fees, then the Bank will charge, with priority, the pertaining fees, the amount thus resulted being used for enforcing the respective instruction.

The Bank has the right to charge fees for the refusal of enforcing such instructions according to the relevant List of Bank's Tariffs. In case the Client's current account balance is not sufficient for charging the countervalue of these fees, the Bank may book the respective amounts as overdue, their recovery being performed as per the provisions of Chapter III, Section C, Provision 11.

#### **E. EVIDENCE OF TRANSACTIONS AND STATEMENTS OF ACCOUNT**

- i. Upon the Customer's request the Bank will issue statements of account. Upon the Customer's, the Bank may issue duplicate statements of account. The issuance of statement of accounts and of duplicates thereof at the Customer's request is subject to payment of a commission in accordance with the relevant List of Bank's Tariffs.
- ii. Statements of account set out information on any operation effected on the account, for example the reference that allows identification of the payment transaction, information about the payee, the exchange rate used in the payment transaction, if applicable, the date of registration for the operations, type and value of the operations, the accepting trading entity or ATM where a card transaction was carried out (if applicable), interest and related commissions, etc.
- iii. The statements will be issued by the Bank in accordance with the Customer's instructions set out at the account opening.

#### **F. CLOSING OF ACCOUNTS**

1. The Customer may apply for the closing of the account by written request signed by its legal representative or by the Account attorney-in-fact, as set out in the power of attorney granted. Upon closing of the account the Customer is under an obligation to close/terminate all the products and services attached to the respective account.
2. The closing of the account upon Customer's request will only be performed after payment of all amounts due by the Customer to the Bank and, if applicable, the closure of all the products and services attached to that account. After closing the current account, the cards issued on the closed account can no longer be used, and they are blocked by the Bank, the Customer having the obligation to return the debit card in accordance with the provisions of Annex 6 (Terms and Conditions regarding the Use of Business Debit Cards for legal entities and persons who perform independent activities) to these GBTC.
3. Upon closing of the account, the Customer returns the cheque books/sheets, including the cards provided by the Bank. As of closing of the account these documents become void, being deemed either null or inexistent. The Bank is under no obligation to settle cheques or other negotiable instruments after closing of the account.
4. The Customer may not request the closing of the account in case its access to the account has been restricted according to the law.



5. The Bank reserves the right to close any current account of the Customer and, as applicable, to terminate the GBTC in any of the following situations:

A. automatically, with no notification or prior formality:

- a) in case the following prerequisites are met cumulatively:
  - (i) the balance of the account is equal to or lower than Euro 15 (or an equivalent amount calculated in the currency of the account);
  - (ii) no operations have been performed over the current account for 6 months, except for those related to the computation of interest and commissions;
  - (iii) there are no active products attached to the respective current account.
- b) breach of the applicable legal provisions;
- c) in case that upon consultation of the RECOM data base by the Bank, the Customer appears to be deleted from the trade register and (i) the Client did not notify the Bank about the decision on deletion and the fact that it has not been appealed within the term set out by law or (ii) although the Client challenged the decision on deletion, it has been maintained after the appeal. In such case, the Bank shall terminate any product and service attached to the bank account(s);
- d) other cases set out by law;
- e) occurrence of any major payment incidents with checks, promissory notes or bills of exchange;
- f) if, in the opinion of the Bank, the Customer entails a reputational risk.

Without prejudice to paragraph 5, point A, the Bank, at its discretion, may consider to send notification on the closure of any current account from Banks initiative, according to the cases mentioned above.

B. after prior notification sent 15 days prior to the date of the actual closing of the account:

- a) delays or refusal to present the Bank with the documents required or the amendments to such documents;
- b) failure to present the documents justifying the requested operations;
- c) failure to fully comply with the contractual obligations undertaken towards the Bank, if such events are not already included in let. A) above.

6. Until actual closing of the account, the Customer has the obligation to ensure that all the amounts existing within the respective account are either transferred to a different account or withdrawn in cash. In case the Customer does not choose one of these two options until the actual closing of the account, then the balance of such account shall be registered with the Bank's books under various creditors account, separately for each currency, with no interest accruing in relation therewith without affecting the Client's right to request such amounts within the applicable statutes of limitation. After expiration of limitation from the date of closing the current account, according to the Civil Code, the Bank can reclassify the amounts above mentioned as income of the Bank.

## G. DEPOSITS

1. Term deposits will be opened by the Bank upon the Customer's request in accordance with the information in the specific documentation regarding the deposits opening filled in by the Customer. The deposit account shall be opened in the currency of the bank account from which the amounts are credited into the deposit account.
2. Term deposit operations will only be carried out through the Customer's current account.
3. In case the Customer has opted for rolling over the deposit the Bank automatically extends the term of the deposit upon maturity for a term equal to the term for which the deposit was initially created and for the new automatically extended period shall apply the interest rate offered by the Bank on the automatic prolongation day.
4. Upon withdrawal of the amounts under the term deposit, prior to the maturity of such deposit the Bank applies interest to the amounts available on demand for the time period starting with the creation of the deposit until the termination of the term deposit. Any differences between the amount of paid interest and the amount of interest to which the Customer is effectively entitled shall be recovered by the Bank from the amount available under the term deposit or from the current account/sub-account, as applicable.
5. The Account Holder expressly accepts the Bank's right to unilateral change the level of interest, as well as the level and charging mechanism of the fees related to the operations performed through the term



deposit account. The minimum amount of the term deposit, as well as the interest and fees charged, are posted by the Bank at its territorial units in a visible place and on the Bank's website.

6. The Romanian Commercial Bank is a participant in the Romanian Deposit Guarantee Fund and is included in the list of credit institutions which attend the Romanian Deposit Guarantee Fund, whose depositors benefit from the securing of the deposits established, through the payment of compensations, within the ceiling regularly set by the Fund. This list can be directly consulted on the Romanian Deposit Guarantee Fund's website, [www.fgdb.ro](http://www.fgdb.ro).
7. By accepting these GBTC, the Client confirms that he has fully understood (i) the information necessary to identify the Deposit Guarantee Scheme in which the Bank participates as set out in Schedule 2 - The Form for Information to Depositors attached to these GBTC, and (ii) the categories of deposits excluded from the protection of the Deposit Guarantee Scheme as set out in Schedule 3 - List of deposits excluded from the guarantee scheme attached to these GBTC.

## Chapter III. RIGHTS AND OBLIGATIONS OF THE PARTIES

### A. CUSTOMER'S RIGHTS

1. To receive the interest accrued with respect to the money available on the account, as determined in accordance with the Bank's regulations.
2. To credit the account via cash depositing with the Bank's units or via bank transfers from other accounts, opened with the Bank or with other banks.
3. To carry out transactions with the amounts available in the account, in accordance with the GBTC, the Conventions and the applicable legislation.
4. To receive from the Bank the statement of account evidencing the transactions carried out, in accordance with the terms set out in Chapter II.E.
5. To request access to products and/or services which may be attached to the account, in accordance with the terms set out by the Bank.
6. To file complaints in connection to transactions performed via bank cards; such complaints shall be submitted in writing to any Banking Units within the working hours.
7. With regard to Direct Debit operations, to request the refund of a payment operation sent through the beneficiary within 8 weeks from the date the amount was debited from the current account of the payer. As an exception to the above, the Client understands and expressly accepts that such refund requests are not allowed for payment operations carried out under Business to Business Direct Debit Scheme. The requests for refund of an authorised payment operation received after the 8 (eight) weeks period will be solved directly and exclusively by the beneficiary and the respective payer in accordance with the legal provisions established between them, without the involvement of the Bank and the provisions concerning the refund previously mentioned will not apply.
8. With regard to Direct Debit operations, to request the refund of an unauthorised payment operation sent through the beneficiary within 13 months from the date the amount was debited from the current account of the payer.

### B. CUSTOMER'S OBLIGATIONS

1. Be acquainted with and observe these GBTC, the terms of performing transactions in accounts, as well as the provisions of any other specific Conventions concluded with the Bank, as well as to inform and make available to the persons empowered to act on its behalf these GBTC and to ensure that those persons empowered comply with these GBTC and any conditions for carrying out the operations on the account
2. To operate the account by using the Bank's standard forms as well as the payment order form for the State's Treasury (TPO). Such standard forms shall be accurately filled in and shall evidence real transactions, the Customer being solely liable for any statements included therein.
3. To provide the Bank with any data and documents requested by the Bank for the purpose of identifying the Customer (including but not limited to the identification of the natural person/persons qualified as the ultimate beneficial owner (term which shall have the meaning prescribed by the applicable legislation)), for opening the account and/or performing any operations on the bank accounts instructed by the Client. In addition, the Client declares that all documents and / or information provided or to be provided to the Bank for the duration of their contractual relationship are correct, up-to-date and complete.

4. To notify the Bank in case of occurrence of any event which triggers changes in the legal status of the Customer, as compared to that initially stated, or in case of any changes in the data and information delivered to the Bank and to submit with the Bank any documents evidencing such changes and to replace accordingly the documents initially submitted as soon as possible from the occurrence of the respective change. Until the receipt by the Bank of such changes from the Customer, including the evidence of registration thereof, the Bank shall be entitled to consider as valid the identification data and information in its possession at that time. The Bank shall not be liable for any potential damages caused as a result of failure to notify in a timely and secure manner the changes/amendments occurred or in case such information has been notified by Customer to the Bank without being accompanied by the underlying documents. If within 3 years of the last update, no changes occur in the legal status of the Customer or of the data and information provided to the Bank as referred to above and in clause 3 of Chapter III, Section B, respectively, the Customer undertakes to contact BCR from its own initiative to confirm the existing information.
5. To observe the Bank's working hours schedule posted at the Banking Units.
6. To periodically check information with respect to any changes occurring with respect to the level of commissions, fees and interests, which will be posted at the Banking Units.
7. To timely pay the banking commissions, fees and interests related to the transactions performed and products owned, in accordance with the relevant List of Bank's Tariffs applicable on the date of performance, which are posted at the Banking Units. If not expressly mentioned in these TCGA or/and specific contracts, the fees charged periodically are paid only in proportion to the period preceding the termination of the product and / or services contracted from the Bank. If commissions are paid in advance, they are reimbursed pro rata.
8. Upon depositing of cash at the Bank's cash desk, the Customer shall await until the cash desk finalises the cash verification process. If the Customer fails to comply with this obligation and certain inconsistencies occur, the Customer undertakes to acknowledge the amount determined as a result of the verification process carried out by the cash desk of the relevant Banking Unit.  
  
Any forged bills or coins presented to the Bank's offices shall be retained based on a protocol and afterwards handed over to the competent criminal investigation bodies.
9. To perform transactions on the account, in accordance with the applicable legal provisions, including, but not limited to, the legal rules for Direct Debit, performing transactions on VAT accounts. The Customer agrees and confirms the Bank's right to set-off the bank account balances with the amount of VAT owed by the Client to the Bank for any service and / or product contracted. In addition, the Customer expressly authorizes the Bank to make any transfer of funds from the current accounts into the VAT accounts for performing the set-off operation mentioned above in order to pay the VAT owed to the Bank.
10. To perform transactions taking also into account the value of the applicable commissions and fees related to the management of the accounts and to the nature of the performed transactions.
11. To perform cash withdrawals from the current account subject to complying with the applicable regulations.
12. To perform foreign currency transactions, in compliance with the applicable Foreign Exchange Regulation.
13. To deliver all data / to fill in all mandatory sections of the Bank's forms corresponding to the requested banking transactions.
14. To inform itself on the status of the account by any means made available by the Bank, including by means of examining the statement of account.
15. To use the debit payment instruments in compliance with the legislation in force. Customers requests with respect to any payment instrument being lost, stolen, destroyed will be accepted by the Bank only based on a enforceable court decision.
16. To bear any loss incurred as a result of any unauthorised payment transactions (by use of any lost or stolen payment instrument or as a result of inappropriate maintenance of the personalised security elements) or as a result of any unlawful use of a payment instrument prior to the notification of loss, theft, unlawful or unauthorised use of that respective payment instrument.
17. To indemnify the Bank against any damage, loss or expenditure borne by the Bank, which is incurred as a result of a breach by the Customer of the GBTC, including against any damages, loss or expenditure borne by the Bank as a result of determining the financial responsibilities thereof for payment refusals.
18. To authorize and to maintain at all time the authorization of the Bank to perform any of the transactions set out in Chapter III.C.11.

19. To present the Bank, upon request, with the documents in original copies, in authenticated copies or in any other form as required by the Bank, as applicable.
20. To inform the Bank with respect to any restrictions/limitations related to the Customer, the Account attorneys-in-fact or its accounts.
21. To prove good faith in relation with the Bank, so as not to affect the Bank's interests or prejudice third parties.
22. To notify the Bank with respect to any transactions on its accounts (save for the cards attached to such accounts) which are deemed to be unauthorised or performed inaccurately, including any errors/omissions in the statement of accounts as soon as possible, but in any event not later than 30 calendar days from the date when such transaction is performed. If within the 30 calendar days period the Customer does not notify in writing the Banking Unit which has opened the account, such potential errors or omissions ascertained with respect to any performed transactions, the account balance and any transaction reflected in the account statement shall be deemed to be implicitly acknowledged by the Customer.
23. To return to the Bank for invalidation the card attached to the current account with at least 30 days prior to such account being closed.
24. To comply with the payment terms of its obligations under the Contractual Documentation. In case the opposite occurs, the Customer will be deemed in delay by the mere fulfilment of any payment term under the Contractual Documentation (respectively by failure to comply with the due dates determined under the specific Conventions), without any other formality.
25. The Customer understands and acknowledges that the services offered by the Bank may be carried out by one or more companies part of BCR Group, by any other specialised third party company or by any other entities subcontracted by such companies.
26. Except as otherwise expressly agreed upon, the Customer understands and accepts that its obligations resulting from or related to the GBTC and the Contractual Documentation are generally obligations whereas the result thereon is pursued. The repeated breach, even of minor importance, of the contractual obligations of the Customer or the clear expression towards the Bank of the intention not to perform any of these obligations, may result in Customer's loss of the benefit of the contractual terms provided for the fulfilment of the obligations under the Contractual Documentation or, where appropriate, the suspension by the Bank of the performance of the operations and of the specific instructions, the refusal of execution thereof, non-initiation or termination of business relationship or unilateral termination by the Bank of special Conventions.
27. Starting from the day before the Completion Date, to ensure that the necessary amount of the Direct Debit Instruction, including the related commissions due to the Bank, is available on the current account.

### C. BANK'S RIGHTS

1. To establish/modify the mandatory minimum amount applicable to the opening of the current account and, respectively the minimum balance to which the Bank applies the spot interest.
2. To refuse the opening of accounts or performance of any transactions carried out by the Customer and to terminate the business relationship with the Customer, in accordance with the Bank's know your customer policy including but not limited to the instances where the Customer delivers incomplete or insufficient information, in case of false statements or in case of suspicions of the Bank with respect to the conformity of the statements or documents delivered by the Customer (or in case of suspicions regarding the Account attorneys-in-fact/Users and the nature of transactions).

In case of a refusal given to a payment order, the Bank shall notify the Customer of its refusal and, if possible, of its underlying reasons, as well as of the remedial procedure pertaining to the errors which had led to this refusal, on condition that this fact is not forbidden by other relevant legal provisions in force.

The notification is sent to the Customer via the same means or channel through which the payment order was initiated; by case, the Customer shall then have the duty to observe the specific contractual provisions and/or guidelines mentioned in the guidebooks destined to using products/services regarding the interrogation of the status of these payment orders and/or notifications sent by the Bank. The Bank, at its own discretion, may choose to send the notification containing the refusal of the payment order to the Customer through any other means than the one previously mentioned, without limitation to: simple or registered letter with receipt confirmation, direct delivery – by the Bank or via mail, courier, telephone call, mailbox, fax, SMS, email or any other means of electronic communication. The notification is deemed to be made at the time of its transmission by the Bank through one of the channels mentioned above and using the contact details transmitted by the Client. The Customer is responsible for the

accuracy of the contact details transmitted to the Bank and undertakes to notify the Bank of any changes thereto.

In case the refusal of a payment order is objectively justified, the Bank may charge fees, both for sending the notification and for the assessment of the causes which triggered the refusal, as per the relevant List of Bank's Tariffs.

3. Subject to legal provisions, to perform investigations in connection with the information filled-in in the account opening / card issuance/purchase of banking services documentation, under the law conditions.
4. To reject the performance of transactions initiated by the Customer in case the Customer does not deliver to the Bank, upon request thereof, the additional information or documents.
5. To refuse the performance of any instructions if such violate its internal policies/procedures, including but not limited to internal or group procedures as well as the international standards which the Bank applies, the law or an order issued by a relevant authority, the Bank being exonerated from any liability with respect to any damages incurred by the Customer in this respect.
6. To refuse the processing of documents presented for payment if such documents do not comply with the terms set out in the applicable legal provisions or have not been duly filled in with the account codes in IBAN structure, either with respect to the payer or with respect to the beneficiary, including refusing to perform transactions on VAT accounts that do not comply with the specific legal provisions applicable to such accounts.
7. To request the Customer to deliver the documents evidencing the purpose of the banking services which shall be carried out via the Bank and to suspend the performance of any transactions on the Customer's account, starting with the date of such request until the receipt of the relevant documents from the Customer. If the Customer fails to deliver the information or in case it is ascertained later that the information delivered does not correspond to the *de facto* status, the Bank shall be entitled to reconsider its relationship with the Customer, including by means of closing the accounts thereof.
8. To request in writing any information with respect to the Customer or the Account attorneys-in-fact/Users, in case the Bank misses information or when the Bank appreciates that the information held with respect to the persons above mentioned are not up-to-date, complete, correct or are contradicting themselves.
9. To consider any payment made to its benefit, from the date of registration of the amount in the respective account.

The Bank shall not be liable if a request for the authorisation of a transaction is refused or if a banking card is not accepted for payment, as a result of any event which is beyond the Bank's control.

10. To amend the interest applicable to the funds available on the account, as well as the commissions and fees applicable to the transactions carried out on the account of the Customer and to inform the Customer of such changes by means of posting such changes at the Banking Units or on its internet page.
11. To set-off the amounts available on any account of the Customer, including the deposit accounts (even if the deposit has not reached maturity) against any banking commissions, interests or fees (including but not limited to commissions, interests and any other costs or fees deriving from crediting transactions, guarantee agreements, incasso, letters of credit, bank guarantees or any other products and/or services to which the commissions, interests or fees set out in the relevant List of Bank's Tariffs in force at that time apply), as well as against any due or overdue credit instalments or any other Customer's debt owed to the Bank, without any prior notice, in case the amounts available in the account mentioned in the specific Convention concluded with the Bank are not sufficient to cover such expenditures.

Notwithstanding the conventional set-off which may be operated between the parties in accordance with the aforementioned paragraph, the Customer hereby empowers the Bank to carry out such set-off by means of debiting the accounts mentioned above in accordance with the terms set out in the immediately preceding paragraph.

In case of deposit accounts which have not reached maturity, the amounts outstanding after the payment of the Customer's debts to the Bank shall be transferred to a current account used for the creation of the deposit and shall bear an interest rate applicable to the current account.

In case between the Bank and the Customer there are several legal relationships or more accounts under special Conventions, the parties expressly agree that the legal relations between the Bank and the Customer will not operate the mutual set-off between active and passive balances, except as provided above or to the extent that the Bank gives its prior written consent in respect to a particular set-off operation.

12. To perform transactions with or on the Customer's account without the latter's approval, in the following instances:
  - a) payments from current accounts or from any other accounts of the Customer, based on a final and enforceable court or arbitral ruling or on other writs of execution set out by the law;
  - b) due payments owed to the Bank and/or any other prior commitments to the Bank;
  - c) cancellation of any transactions erroneously performed by the Bank, including the interests and commissions applicable to the cancelled amounts, as well as of those performed under the remark „subject to” (accompanied by justifying documents attached to the account statement);
  - d) blocking of amounts in collateral deposits, in accordance with the specific Conventions concluded between the Customer and the Bank;
  - e) if the Bank ascertains that it has not received in the correspondent account the funds related to a payment order which has been already credited to the beneficiary's account. For the purpose of performing such transaction, the Bank is authorised to carry out transactions with the Customer's available funds on the interbank market by means of placing buying/selling orders.
- 13.1 Not to comply with the annulment request for a foreign exchange banking transaction or for a Financial Transaction if the initial transaction was carried out based on a negotiation agreed with the Client through telephone conversation recorded by the Bank, through the electronic platform or based on the Client's written instruction or in any other modality agreed with the Bank. If there are insufficient available funds and the foreign exchange banking transaction or the Financial Transaction cannot be settled, the bank has the right to close the position through a similar reverse transaction and the Client will bear a potential negative difference between the FX rates and/or quotations.
- 13.2 To cancel a foreign exchange banking transaction or a Financial Transaction in case of evidence that the respective transaction was performed using an erroneous quotation, irrespective of the cause/causes that may have generated such error (except for the cases when the Bank generated the error following a grave misconduct or intentionally), including to settle the amount resulting from the annulment operation of the respective foreign exchange banking transaction or Financial Transaction.
- 13.3 The Customer is entirely responsible for the risk associated to closing foreign exchange banking transaction or Financial Transactions, through recorded telephone conversations, especially due to the lack of an authorisation of the sender, abusive use of telephone connections and / or password, as well as transmission errors or erroneous orders; through this document, the Customer expressly undertakes the risk of communication or transmission in accordance with the provisions of the Civil Code, except for the case when the Bank caused such damages following a grave misconduct or intentionally. The closing of a banking transaction and/or Financial Transaction, through recorded telephone conversations, if its terms have been bilaterally accepted, is deemed to be made with the Customer if the Customer communicates by telephone, even if the operation was initiated by another person than the Customer or by the person authorised by the Customer, in such situation the Customer accepting that the Bank does not bear any obligation or liability.
14. Not to engage own funds in any transactions initiated by the Customer, being exonerated from any consequences arising as a result of failure to perform transactions due to lack of available funds in the Customer's account.
15. To send to the CIP, Banking Risks Center and to the Credit Bureau any information related to risk, as well as information related to credit products, fraudulent activity and information related to the inconsistencies in the documents/statements registered in the name of the Customer and/or of its representatives for the purpose of processing or review whenever necessary.
16. Take all measures necessary or useful to preserve its rights arising out of or in connection with the Contractual Documentation.
17. To decide, unilaterally and without notifying the Client, as regards the charging of lower fees than those agreed through the Contractual Documentation, with the possibility of deciding again, subsequently, under the same terms, to go back to the fees set in the Contractual Documentation.
18. The bank shall take the necessary steps in order to credit the amounts received in foreign currency pertaining to the collections with incorrect/incomplete details (including the trans-border payment orders made in LEI), by conducting investigations with the external banks charging commissions according to the relevant List of Bank's Tariffs in force.
19. To transmit to the competent authorities data and information regarding the identity of the Customer, account balances and transactions operated on its accounts when their transmission is related to a legal obligation.



#### D. BANK'S OBLIGATIONS

1. To perform banking transactions related to the Customer's account as instructed by the Account attorneys-in-fact in writing or by other means agreed between the Bank and the Customer, but in any event within the limit of the funds available on the account and in compliance with the internal working rules and the international and domestic banking regulations and practice.
2. To calculate and to apply monthly/periodically the interest rate to funds available on the account (including the deposit accounts). The calculation of the interest rate is based on a 360 days year and in accordance with the calculation formula  $365 (366)/360$ , except for GBP in which case the interest rate calculation formula is  $365 (366)/365 (366)$ .
3. To perform payment orders, in compliance with the legal provisions in force, based on the internal COT established by the Bank for each type of transaction, as posted on the Bank's internet page.

#### E. LIMITATION OF BANK'S LIABILITY

1. The Bank shall not be liable for any loss incurred as a result of delays or errors caused by third parties (agent banks, agents, notaries etc.) in carrying out the Bank's instructions on the account /based on the order of the Customer.
2. The Bank shall not be liable for the foreign currency or for any loss arisen from for foreign exchange transactions carried out in the origin state of the correspondent bank which performs such transactions, which are subject to the principle of *locus regit actum*.
3. In case of major payment incidents which are qualified as criminal offence in accordance with the legal provisions in force or if the Bank does not have certain information with respect to the issuer of the debit payment instrument, the Bank shall proceed in accordance with such legal provisions, informing the criminal investigation bodies of such facts.
4. The Bank shall not be liable for any proceeds collection in/from abroad in the following cases:
  - a) suspension or moratorium of payments or sequestration of the funds by the foreign collection agent, by third parties related to the collection agent or by the authorities of the state where the collection agent is located;
  - b) if the beneficiary refuses to collect the proceeds;
  - c) lack of the information necessary to carry out the transaction, including those related to the payer.
5. The Bank shall not be liable for any damages incurred as a result of any delay in delivery and/or loss of documents or of any other correspondence addressed to or delivered by the Bank, including account statements, or as a result of any deterioration or other errors occurred during the transportation/delivery thereof.
6. The Bank will not be held responsible for any additional expense on the account of the Customer as a result of the assignment of this Agreement or any rights resulting thereof, in accordance with the provisions of Section C, Chapter VI below.

#### F. LIMITATION OF HARDSHIP EFFECTS

1. Customer understands and accepts the possibility that, in case of occurrence of exceptional changes in the circumstances that led to the conclusion of a special Convention, beyond the Bank's will, the performance of its obligations in compliance with the Contractual Documentation may become onerous because of the increased cost of their execution. In particular, anytime during the execution of a Convention it is possible to increase the amounts owed by the Customer, including due to variations in the national currency exchange rate (for loans in currencies other than LEI) or in reference indicators ROBOR, EURIBOR or LIBOR or the interest rate, if the case.
2. In consideration of the provisions included in Clause 1 of this section and pursuant to Art. 1271 paragraph (3) letter (c) in the Civil Code, the Customer agrees to undertake the risk of the occurrence of such circumstances, being bound to fulfil its obligations under these GBTC and, if the case, the specific conventions and the Contractual Documentation, independently from such exceptional changes in the circumstances which led to their conclusion.
3. By undertaking these risks, the Customer understands and accepts the fact that it shall not require a court of law to adjust the Convention or the Contractual Documentation in general in case exceptional circumstances such as those listed in Clause 1 above occur.

#### G. ASPECTS ON INSTRUCTIONS PROVIDED TO THE BANK



1. Each power of attorney, authorization or instruction having the nature of a mandate granted by the Customer to the Bank by means of or in connection with the Contractual Documentation is deemed to be granted for the entire period of the contractual relationship between the Bank and the Customer. The provisions of Art. 2015 in the Civil Code are not applicable to any such power of attorney, authorization or instruction.
2. The creditor may execute any power of attorney, authorization, instruction having the nature of a mandate granted by the Customer, either personally or by other persons elected by the Bank at its sole discretion.
3. Until the fulfilment of the term for which these are granted or until the termination of the business relationship between the Customer and the Bank or, if applicable, of the relevant Conventions, each power of attorney, authorization, instruction having the nature of a mandate granted by the Customer to the Bank by means of or related to the Contractual Documentation are deemed irrevocable, unless the parties expressly agree in writing, the possibility of withdrawing.

## **Chapter IV. KNOW YOUR CUSTOMER, PREVENTION OF MONEY LAUNDERING**

1. Upon the commencement of a relationship between the Customer and the Bank, upon the opening of the accounts or provision of services as well as for the purpose of determining the background and the purpose of the transactions, apart from the evidencing data, information and documents requested in accordance with the request of account opening/GBTC the Bank's internal regulations and legal provisions in force, the Bank may also request additional documents to verify the identity of the Customer and of the Account attorneys-in-fact/Users, the substantiation of the transaction initiated by such persons and/or the identification of the real beneficiaries of such transactions.
2. The Bank shall be entitled to refuse, in accordance with the GBTC and the legal requirements, the performance of the transactions initiated by the Customer or to terminate the contractual relationship with the Customer if the Customer delivers incomplete, insufficient information or in case of false statements procured from the Customer or if it has suspicions with respect to the conformity of the statements or documents delivered by the Customer including in case such persons present to the Bank payment instruments which may be deemed as potentially fraudulent, which may trigger payment risks and furthermore including such instruments which may adversely affect the closing of the settlement, such being subject to penalties in accordance with the applicable law.

## **Chapter V. CONFIDENTIALITY**

The Bank and the Customer undertake to comply with the confidentiality obligations related to information regarding accounts and to transactions performed on such accounts unless otherwise set out by the law or unless the Customer has expressed its consent for disclosure of such information.

By accepting these GBTC, the Client confirms and agrees that he is solely responsible for the acts and / or deeds of the delegates and the persons empowered according to the Contractual Documents, including without limitation liability for the consequences of the disclosure of the acts / the bank secrecy must be respected.

The Customer hereby expressly consents to the disclosure by the Bank of the banking secrecy information (including personal data of the concerned persons and of data subjects as under Chapter II.B) to the entities which are members of BCR Group, as well as to any other partners of the Bank and of members entities of BCR Group for the purpose of promoting and sale of its products and services. Also, the Bank shall be able to send and / or transfer information falling under the banking secrecy to any entity which at the date of using the data and / or information falling under banking secrecy, are / will be part of BCR Group and to their contractual partners, including the Bank's contractual partners, for design, development, testing, use of new IT systems, IT services (including store databases in the country or abroad), as well as for risk management and portfolio management purposes, within the purpose of the Bank related to banking supervision over Bank's activity, intra-group reporting and/or to Supervision authorities, for the purpose of complying with the local and European prudential requirements legislation applicable to credit institutions and also for the portfolio management and risk management (including but not limited to identifying the group of connected clients within the level of parent –company of the Bank) as well as with the purpose of keeping / storing (prior to archiving) and archiving according to the legal provisions of the Contractual Documentation (including ensuring the operations related to these activities).

## Chapter VI. FINAL PROVISIONS

### A. TERMINATION OF THE BUSINESS RELATIONSHIP

1. GBTC shall be applicable for an unlimited period of time, throughout the contractual relationship between the Bank and the Customer.
2. The business relationship and the one related to any banking product or service may be terminated:
  - a. upon the parties' consent;
  - b. upon unilateral termination by any party, subject to a 15 calendar days prior notice;
  - c. in the cases expressly provided herein or in the applications or the specific Conventions concluded between the Customer and the Bank.
3. The termination of the contractual relationship shall trigger the closing of the accounts and cessation of delivery of all products and services attached to such accounts.

### B. CUSTOMER-BANK COMMUNICATION

1. Any communication addressed by the Bank to the Customer shall be effected by means of registered mail bearing acknowledgement of receipt or by any other means accepted by the Bank, as agreed on a case by case basis in the specific Conventions / forms pertaining to relevant products and services.
2. Any documents drawn in foreign languages shall be presented to the Bank accompanied by a notarised translation thereof in Romanian language.
3. The delivery of any communication by the Bank to the Customer shall be deemed effected if the Bank possesses a copy of the communication signed by the Customer or if that respective communication is evidenced in a delivery document signed by the postal office or by the companies carrying out courier or registered mail services.
4. The Customer and the Bank expressly accept that the documents concluded or made in connection with these GBTC and the Contractual Documents which are transmitted to the other Party by fax or e-mail at the addresses mentioned in the Specific Conventions have the same probative force equivalent to the probative force of the original. For the avoidance of doubt, this clause is a convention on evidence in accordance with Article 256 of the Code of Civil Procedure.
5. The communication delivered by the Bank to the Customer is considered to be accurately addressed if it has been sent to the address specified by the Customer to the Bank.
6. If the notification clauses included in other sections of GBTC state otherwise than as set out in this Chapter VII.B, such special clauses shall apply with priority but in any case only with respect to the section to which such clauses refer.

### C. ASSIGNMENT

1. The ClientCustomer shall not assign its rights and obligations under the specific Conventions or the Contractual Documentation in general, in the absence of a prior written consent by of the Bank.

The Bank, at its free will and at any time during the existence of the Contractual Documentation, may assign to a third party elected at its sole discretion, any of its rights in the respective Convention, as well as a Convention or the Contractual Documentation in its entirety, together with any related guarantees, and the Customer, by accepting these GBTC, unconditionally consents to any such assignment.
2. The assignment will become effective and binding upon the Customer from receipt of a notice from the Bank with respect to the transfer of rights arising from the special Convention or the Contractual Documentation entirely.
3. The ClientCustomer understands and agrees that, in case of assignment of some of the Bank's rights under the Convention Agreement or the assignment of the Convention or of the Contractual Documentation entirely, executed by the Bank in accordance with the provisions of this section, the Bank will be released exempted from its obligations correlative to the rights so transferred or, as appropriate, any and all of its obligations under the Convention or the Contractual Documentation in general, starting with the moment when the assignment becomes effective.

### D. FORCE MAJEURE. FORTUITOUS CASE

1. With respect to any payment obligation resulting on its account or in connection with the Contractual Documentation, the Customer shall not be released of its contractual liability given the occurrence of a fortuitous case or of a force majeure event, except for the objective impossibility to perform that payment

obligation as a result of an event of force majeure or a fortuitous case that causes the interruption of the operation of the interbank payment system. A release of contractual liability only applies for as long as the interbank payment system interruption is not remedied.

2. Except for the situation provided in item 1 above, The Bank and the Customer are not liable for any loss triggered by distressed operations caused by force majeure or fortuitous case.
3. Force majeure means any event unforeseeable, unavoidable and independent of the will of either party, which absolutely prevents total or partial fulfilment of contractual obligations (e.g. natural disasters, war, strikes). The fortuitous case is an event that cannot be predicted nor prevented by the Bank which is wholly or partially prevented from performing its obligations under the Convention due to occurrence of the respective event.
4. In case of force majeure or the fortuitous case the affected party shall notify the occurrence of case of force majeure or of the fortuitous case by telephone or fax, within maximum 5 calendar days, following that in the next 15 calendar days to submit the certificate issued by the competent authorities regarding the case of force majeure or fortuitous case, by recommended letter or, in case of the Customer, by coming to the Bank.

If the party claiming force majeure or the fortuitous case fails to notify the other party on the existence of the event causing the impossibility to perform the obligations within the period specified above, such party will be liable for damage caused by this event to the other party.

#### **E. APPLICABLE LAW. DISPUTES**

1. The relationship between the Bank and the Customer is governed by Romanian law.
2. Any dispute shall be settled in an amiable manner by the parties. In case of failure to settle in an amiable manner, the dispute shall be submitted with the competent court of law from the Bank's registered office.

#### **F. SCHEDULES**

Schedules 1 to 7 attached to these GBTC are an integral part of the present GBTC.

## SCHEDULE 1 General Definition

1. The terms used throughout this document shall have the following meaning:
  - a. **Banking Units** means any and all specialized departments within the central administration, territorial units (such as agencies or branches), business centers or any other organizational units of the Bank through which the products and the services are offered to the Customer.
  - b. **BCR Group** means the group to which the Bank belongs, including the entities which directly or indirectly control the Bank or are controlled by the Bank, as well as their subsidiaries.
  - c. **Customer** means any LP or PDAI which has opened an account with the Bank in its capacity as account holder and which in relation to the Bank acts through Account attorneys-in-fact.
  - d. **Account attorneys-in-fact** means the persons authorized to represent the Customer in relation to the Bank (Customer's Representatives or the Client's conventional representatives, the persons designated at the opening of the account or later on the Bank's forms to dispose of the amounts in the Customer's accounts either on paper or through electronic banking services).
  - e. **Contractual Documentation** means these GBTC, which form the general framework of the Customer – Bank relationship, together with any specific Conventions entered into by the Customer for a product or a service offered by the Bank, along with any other documents issued in compliance with these GBTC or any of the Conventions, the relevant List of Bank Tariffs as well as the interest rate list in force upon registration of the Customer with the Bank's data base or as such may be modified from time to time by the Bank.
  - f. **Beneficial owner** – means the natural person which ultimately holds or controls the Customer and/or the natural person on behalf of which or for the direct or indirect benefit of which a transaction or an operation is performed. The term 'beneficial owner' includes:
    - a) in the case of *trade companies*:
      - a1) the natural person or persons which ultimately hold or control a LP by holding, directly or indirectly, all the shares or a sufficient number of shares or voting rights in order to secure control, including bearer shares, whereas the held or controlled LP is not a company listed with a regulated market and subject to publicity requirements in line with those set out by EU law or with internationally set standards. This criteria is deemed fulfilled in the case of holdings in excess of 25% of shares plus one share;
      - a2) the natural person or persons which exercise in any other way control over the administrative or managing bodies of a LP;
    - b) in case of *LP, other than the ones mentioned under a)* above or other entities or legal structures which administer and distribute funds:
      - b1) the natural person who is a beneficiary of at least 25% of the assets of a LP or an entity or legal structure, in case the future beneficiaries have already been identified;
      - b2) the group of persons in the principal interest of which is established or operates a LP or an entity or legal structure, in case the natural persons which benefit from the LP or legal entity have not yet been identified;
      - b3) the natural person(s) which exercise(s) control over at least 25% of the assets of a LP, entity or legal structure.
  - g. **Politically exposed persons** – means the natural persons who hold or have held important public office positions, direct members of their families, as well as persons known to the public as close to natural persons which hold important public office positions.

The following persons are deemed persons which hold *important public office positions*:

    - a) heads of state, heads of government, members of parliament, European commissioners, government members, presidential advisors, state advisors, state secretaries;
    - b) members of constitutional courts, members of the supreme courts of justice or other high courts rendering decisions which may only be challenged in extraordinary circumstances;
    - c) members of courts of accounts or the like, members of central banks management boards;
    - d) ambassadors, charges d'affaires, high ranking army officers;
    - e) managers of institutions and public authorities;

- f) members of management boards and surveillance committees and persons holding management positions in regies autonomes, majority state owned trade companies and national companies.

*Direct family members* of the politically exposed persons are: the spouse, children, the latter's spouses; the parents.

Persons known to the public as *close to natural persons which hold important public office positions* are the natural persons which are notorious for:

- a) holding together or having a significant influence over LP or entities or legal structures or having a close business relation with those natural persons which hold important public office positions;
- b) holding or having a significant influence over a LP or entity or legal structure established to their benefit.
- h. **ATM** – means a banking automatic machine used for different operations performed with cards such as cash withdrawal, payment of utilities bills, obtaining of financial information on account status etc.
- i. **PIN** – means the personal identification code, having a strict and confidential nature, allocated by the Bank to each card to be used for performance of card operations in relation to POS and/or ATM.
- j. **POS** – means the electronic terminal for electronic authorisation and processing of transactions operated with cards.
- k. **CVV2/CVC2** – means the security code containing 3 digits, uniquely generated for each card, printed on the signature strip of the card.
- l. **Holder** – means the PJ or PDAI client, who according to the specific contract concluded with the Bank holds an electronic payment instrument issued on his name or – in the case of electronic payment instruments with remote access – owns a user name/password/code or any other similar element which should allow the Bank to identify him.
- m. **User** – means a natural person, employee of the Holder or any other person designated and recognized by the Holder to perform operations with the card on the account of the Holder.
- n. **card** – means the debit or credit card, denominated in LEI or foreign currency, representing an electronic payment instrument used by the Holder and/or User to dispose of the money available on a current account opened with the Bank and/or the issuer's available money up to a pre-agreed limit.
- o. **CIP – the Center for payment incidents** – is a national centre which manages information on payment incidents in the public interest, including for the users' ends.
- p. **COT** (cut off time) – means the point in time depending on which the receipt and processing of payment documents is performed in the same day or the next Business Day.
- q. **ID** – means debit payment instruments (cheques, bills of exchange and promissory notes).
- r. **PO** (payment order) – means any unconditional instruction given by the payor to its payment services provider whereby it requires the performance of a payment operation.
- s. **TPO** (Treasury payment order) – means the payment instruction given by the payor to its provider of payment services whereby the payor requires the performance of a payment operation in relation to the State Treasury.
- t. **OUR** – means an option for commissioning the foreign currency transactions whereby the commissions of all banks involved in the payment process are born by the party that ordered the payment. The commission „OUR guaranteed” excludes the subsequent settlement of potential commissions, the payment commission being borne by the party ordering the payment once, upon performance of payment, with the exception of payments transiting the U.S.A.
- u. **Clients' Representatives**- the persons who, according to the articles of association and / or decisions of the Customer's statutory bodies, are invested with the competence to lead and / or represent the Customer;
- v. **SHA** – means an option for commissioning, whereby the commission for the bank of the party ordering the payment is born by that party and the commission for the bank of the beneficiary of the payment is born by the beneficiary, option of commissioning that applies in the following situations:
- a) payment transactions in Lei for which both the beneficiary's bank and the payer's bank are located within the roumanian borders;
- b) payment transactions that are in scope of the Payment Service Directive provisions, meaning the payment transactions for which both the payer's bank and the beneficiary's bank are located in the European Union (EU) / European Economic Area (EEA) membre states, and the currency of the payment is Euro or any other national currency of a EU / EEA membre state.

For any other situation different from the ones mentioned above, SHA means an option of commissioning whereby the commission for the bank of the party ordering the payment is born by that party and the commission for the bank of the beneficiary of the payment is born by the beneficiary and the possible commissions for the correspondent banks are born by the beneficiary.

- w. **BEN** – means an option for commissioning the foreign currency operations whereby the commissions of all banks involved in the payment process are born by the beneficiary.
- x. **working hours** – means the period of time during a given day when the Bank may process documents and perform operations according to the rules set for the system.
- y. **token** – means the device that allows the Holder to identify itself and authorise transactions performed through electronic services relying on unique codes.
- z. **Financial Transaction** – represents any operation initiated based on the Contractual Documentation related to the provision by the Bank of the banking services regarding financial instruments, as such are identified and defined by Law no. 297/2004 regarding capital market, as subsequently amended or, as the case may be, by any other law and/or regulation that in future may amend, supplement or replace such definition.
- aa. **Business Day** – means a day when the Bank and any other banks in Romania are open for business and interbank transactions entered into in Romania. In case such a reference is related to a date for performance of a payment denominated in a currency other than national currency, a Banking day means any day when the banks are open for business and foreign exchange transactions entered into in Romania and in the main financial center for the currency in which the payment to be performed is denominated.
- ab. **Convention** – means any contract, application form, request or other type of standard contractual document concluded in written form between the Bank and the Customer, having as object a banking product or service.
- ac. **Direct Debit (DD)** - modality for the payment of an amount of money agreed upon by the payer and the beneficiary, consisting of the pre-authorized debiting of the payer's current account by the paying entity on the basis of the Direct Debit Mandate provisions, upon the beneficiary's request, and the appropriate crediting of the beneficiary's current account by the collecting entity on the basis of the Direct Debit commitment, which payment modality does not require the prior authorization by the payer for every Direct Debit Instruction given on his/ her current account.
- ad. **Direct Debit Mandate (DDM)** - document by means of which a payer grants permanent, but revocable, authorization to the beneficiary in order to issue Direct Debit Instructions on his/her current account opened with the paying entity, and to the paying entity right to debit his/her current account with the amount stipulated in the Direct Debit Instructions issued by the beneficiary.
- ae. **Direct Debit Instruction (DDI)** - instruction of payment by Direct Debit, issued by a beneficiary and performed on a payer's current account, opened with a paying entity.
- af. **Performance of a Direct Debit Instruction** - procedure in which the paying entity applies the Direct Debit Mandate given by the payer, accepting the execution of the Direct Debit Instruction by debiting the payer's current account and the acceptance of inter-bank settlement, in accordance with the provisions from the system regulations of the automated clearing house.
- ag. **Date of completion** - banking day (d) on which the amount stipulated within the *Direct Debit Instruction* is credited to the beneficiary's current account by the collecting entity.
- ah. **CORE Direct Debit Scheme** – Direct Debit scheme available for both individuals and legal entities clients.
- ai. **Business to Business Direct Debit Scheme (B2B)** - Direct Debit scheme available only for legal entities clients.
- aj. **Collecting institution** = the bank to which the Beneficiary has opened the current account to be credited or credited with the amount provided in the Direct Debit Instruction;
- ak. **Paying institution** = the bank to which the Payer has opened the current account to be debited or debited with the amount provided in the Direct Debit Instruction;
- al. **Direct Debit Commitment (ADD)** = the agreement concluded between the Beneficiary and the Collecting institution, which includes the Beneficiary's responsibilities and its commitments to comply with the provisions of the direct debit rules through the automatic clearing house and the collecting institution's acceptance of the Beneficiary's use of the direct debit instructions under a direct debit scheme;



- am. BIC – identification code of banks in the SWIFT system (Society for Worldwide Interbank Financial Telecommunication).
2. In GBTC, words imparting the singular include the plural and vice-versa. The terms used in the Contractual Documentation that are not defined in that documentation will have the meaning of the term defined in this GBTC.
  3. For the purpose of the present GBTC, the provisions regarding the processing of personal data mentioned herein will apply directly to the Account attorneys-in-fact/Users, Client's representatives, associations or direct and indirect Client's stockholders, ultimate beneficial owner, as well as to any natural person involved in the company activity, of whom personal data is transmitted by the Client to the Bank through requested documents on the business relationship or during the execution of this (as example, but not limited to these: Articles of Incorporation/Statutes, Trade Register excerpt, power-of-attorney, delegations), as if those persons had signed them on their own account.
  4. By signing these GBTC, the Client expressly confirms that it is empowered by the natural persons of whom personal data is transmitted accordingly to the above stipulations for disclosing the information to the Bank within the scope of data processing and also transfer abroad for the purposes stipulated in the actual GBTC. This confirmation is valid and it is considered to be assigned by the Client for each and every personal data transfer executed by the Bank during the whole period of the performance of business relationship between Client and Bank. Therewith, the Client understands and accepts the processing of personal data by the Bank include, but are not limited to personal data received by the Bank from registers or documents which are publicly available.

## SCHEDULE 2 THE FORM FOR INFORMATION TO DEPOSITORS

Basic information on protection of deposit accounts	
The deposits placed with Banca Comerciala Romana S.A. are secured by:	Deposit Guarantee Fund <sup>1</sup>
Guarantee coverage ceiling:	The LEI equivalent of EUR 100,000 for each depositor at each credit institution <sup>2</sup>  The minimum compensation amount paid for deposits that have not been used in any transaction over the last 24 months is determined by the Deposit Guarantee Fund.
If you have multiple deposits at the same credit institution:	All deposits at the same credit institution are "aggregated" and the total amount is subject to the guarantee coverage ceiling set at the equivalent in LEI of EUR 100,000 <sup>2</sup>
If you have a joint deposit account with another person (other persons):	The guarantee coverage ceiling set at the LEI equivalent of EUR 100,000 is applied separately for each depositor <sup>3</sup>
Payment period of the compensation due if deposits at the credit institution become unavailable:	7 business days <sup>4</sup>
Currency of compensation payment:	LEI
Contact details of the Deposit Guarantee Fund:	Address: Str. Negru Voda nr. 3, corp A3, et. 2, Sector 3, Municipiul Bucuresti, cod: 030774 Telephone: 021/326.60.20 E-mail: <a href="mailto:comunicare@fgdb.ro">comunicare@fgdb.ro</a>
Additional information:	the website of the Deposit Guarantee Fund: <a href="http://www.fgdb.ro/">http://www.fgdb.ro/</a>
<p><b>Additional information:</b></p> <p><sup>1</sup> The statutory Deposit Guarantee Scheme governed by Title II of Law 311/2015 on Deposit Guarantee Schemes and the Deposit Guarantee Fund</p> <p><sup>2</sup> General Guarantee coverage ceiling: If a deposit is unavailable because a credit institution is unable to meet its payment obligations in accordance with applicable contractual and legal terms, the deposit guarantee scheme shall make compensation payments to depositors. The maximum compensation level is the LEI equivalent of EUR 100,000 per credit institution. This means that all deposits at the same credit institution are added up in order to determine the coverage level. If, for instance, a depositor has EUR 90,000 in a savings account and EUR 20,000 in a current account, he/she shall only be repaid EUR 100,000 in LEI equivalent.</p> <p><sup>3</sup> Guarantee coverage ceiling for joint deposits: In case of joint deposit accounts, the guarantee ceiling set at the LEI equivalent of EUR 100,000 applies to each depositor. However, deposits in an account to which two or several persons are entitled as members of a business partnership, an association or a similar group, without legal personality, are aggregated and considered as if made by a single depositor for the purpose of calculating the EUR 100,000 ceiling. In certain cases, a detailed below, deposits are covered above the LEI equivalent of EUR 100,000, for a period of 12 months from the date on which the amount has been credited to the account with the relevant credit institution or from the date on which the deposits can be legally transferred to another credit institution: a) deposits resulting from real estate transactions related to real estate with a residential destination; b) deposits resulting from the event of retirement, dismissal, disability or death of the depositor; c) deposits resulting from the receipt of insurance indemnities or compensation for damages resulting from criminal offenses or for unfair convictions. You can find more information at [<a href="http://www.fgdb.ro/">http://www.fgdb.ro/</a>].</p> <p><sup>4</sup>Compensation payments The responsible deposit guarantee scheme is the Deposit Guarantee Fund, headquarters at Str. Negru Voda nr. 3, corp A3, et. 2, Sector 3, Municipiul Bucuresti, cod: 030774, telephone no. 021/326.60.20, e-mail address <a href="mailto:comunicare@fgdb.ro">comunicare@fgdb.ro</a> and website <a href="http://www.fgdb.ro/">http://www.fgdb.ro/</a>. It will make available the due compensations (up to EUR 100,000 in LEI equivalent) within 7 working days of the unavailability date of deposits. If you did not receive your compensation within this time frame, we recommend that you should contact the deposit guarantee scheme as limits may be imposed on the period during which you can submit compensation claims. Additional information is available at <a href="http://www.fgdb.ro/">http://www.fgdb.ro/</a>.</p>	

## **SCHEDULE 3 – LIST OF DEPOSITS EXCLUDED FROM THE GUARANTEE SCHEME**

1. Deposits made by a credit institution on its own behalf and for its own account, in compliance with provisions under Article 64 paragraph (2)
2. Instruments falling within the definition of own funds, as they are defined in Article 4 paragraph (1) point 118 of Regulation (EU) no. 575/2013
3. Deposits arising out of transactions in connection with which there has been a criminal conviction for money laundering according to legislation on preventing and fighting money laundering. Deposit guarantee schemes shall classify deposits as belonging to this category based on information received from competent authorities, from the credit institutions where deposits became unavailable or from court-appointed liquidators, as the case may be.
4. Deposits by financial institutions as defined in Article 4 paragraph (1) point 26 of Regulation (EU) no. 575/2013
5. Deposits by investment firms as defined in Article 4 paragraph (1) point 2 of Regulation (EU) no. 575/2013
6. Deposits where the identity of the holder has not been verified up to the moment they become unavailable, in line with legislation on preventing and fighting money laundering.
7. Deposits by insurance and by reinsurance undertakings, as they are defined in Article 2 letter a point 5 and 39 in Law no. 32/2000 on insurance undertakings and insurance supervision, with subsequent amendments and completions
8. Deposits by collective investment undertakings, as they are defined in capital market legislation
9. Deposits by pension funds
10. Deposits by central, local and regional public authorities
11. Debt securities issued by a credit institution, as well as liabilities arising out of own acceptances and promissory notes.

## SCHEDULE 4 – DEFINITIONS RELATED TO CRS (IN ROMANIAN LANGUAGE)

**Cont financiar:** un cont administrat de o Instituție Financiară inclusiv un Cont de depozit sau un Cont de custodie. Prin această noțiune se va înțelege și orice contract de asigurare cu valoare de răscumpărare și orice contract de rentă viagera emis sau administrat de către o Instituție Financiară, altul decât o rentă viageră imediată, nelegată de investiții, netransferabilă, care îi este emisă unei persoane fizice și corespunde unei pensii sau unei indemnizații de invalidate furnizate în cadrul unui cont care este un cont care nu face obiectul raportării în baza schimbului automat de date financiare conform prevederilor Directivei.

**Cont de depozit:** orice cont comercial, de debit de economii, la termen, de consemnațiuni, sau un cont al cărui existență este documentată printr-un certificat de depozit, de economii, de investiții, sau un alt instrument similar păstrat de o Instituție Financiară în cadrul obișnuit al activității bancare.

**Cont de custodie:** un cont (altul decât un contract de asigurare sau de rentă viageră) care conține unul sau mai multe active financiare în beneficiul altei persoane.

**Cont care face obiectul raportării:** Cont Financiar cu un Titular de cont persoana care face obiectul raportării, administrat de o Instituție Financiară a României.

**Instituție Nefinanciară (IN) pasivă** înseamnă orice: (i) IN care nu este o IN activă; sau (ii) o entitate de investiții care nu este o IN dintr-o jurisdicție participantă.

**Instituție Nefinanciară activă** înseamnă orice IN care îndeplinește oricare dintre următoarele criterii:

- (a) mai puțin de 50 % din venitul brut al IN pentru anul calendaristic precedent sau pentru altă perioadă de raportare adecvată este venit pasiv și mai puțin de 50 % din activele deținute de IN în cursul anului calendaristic precedent sau al altei perioade de raportare adecvate sunt active care produc sau sunt deținute pentru a produce venit pasiv;
- (b) acțiunile IN sunt tranzacționate în mod regulat pe o piață a titlurilor de valoare reglementată sau IN este o entitate afiliată unei entități ale cărei acțiuni sunt tranzacționate în mod regulat pe o piață a titlurilor de valoare reglementată;
- (c) IN este o entitate guvernamentală, o organizație internațională, o bancă centrală sau o entitate deținută în totalitate de una sau mai multe dintre entitățile sus-menționate;
- (d) toate activitățile IN constau, în esență, în deținerea (în totalitate sau parțial) a acțiunilor subscrise emise de una sau mai multe filiale ale caror tranzacții sau activități sunt diferite de activitățile unei instituții financiare, sau în finanțarea și prestarea de servicii respectivelor filiale. Cu toate acestea, o entitate nu are statutul de entitate activă dacă funcționează (sau se prezintă) drept un fond de investiții, cum ar fi un fond de investiții în societăți necotate, un fond cu capital de risc, un fond de achiziție prin îndatorarea companiei sau orice alt organism de plasament al cărui scop este de a achiziționa sau de a finanța companii și de a deține capital în cadrul respectivelor companii, reprezentând active de capital în scopul unor investiții;
- (e) IN nu desfășoară încă activități comerciale și nu a mai desfășurat niciodată, dar investește capital în active cu intenția de a desfășura o activitate comercială, alta decât cea a unei instituții financiare, cu condiția ca IN să nu se califice pentru această excepție ulterior datei la care se împlinesc 24 de luni de la data inițială a constituirii IN;
- (f) IN nu a fost o instituție financiară în ultimii cinci ani și este în proces de lichidare a activelor sale sau de restructurare cu intenția de a continua sau de a relua operațiunile în alte activități decât cele ale unei Instituții Financiare;
- (g) activitățile IN constau în principal în finanțare și operațiuni de acoperire a riscurilor cu, sau pentru entități afiliate care nu sunt instituții financiare, iar IN nu prestează servicii de finanțare sau de acoperire a riscurilor niciunei alte entități care nu este o entitate asimilată, cu condiția ca grupul din care fac parte respectivele entități afiliate să desfășoare în principal o activitate diferită de activitățile unei instituții financiare; sau
- (h) IN îndeplinește toate condițiile următoare:
  - (i) este constituită și își desfășoară activitatea în România sau în altă jurisdicție de rezidență exclusiv în scopuri religioase, caritabile, științifice, artistice, culturale, sportive sau educaționale; sau este constituită și își desfășoară activitatea în România sau în altă jurisdicție de rezidență și este o organizație profesională, o asociație de afaceri, o cameră de comerț, o organizație a muncii, o organizație din sectorul agriculturii sau al horticulturii, o asociație civică sau o organizație care funcționează exclusiv pentru promovarea bunăstării sociale;
  - (ii) este scutită de impozitul pe venit în România sau în altă jurisdicție de rezidență;

- (iii) nu are acționari sau membri care au drepturi de proprietate sau beneficii legate de activele sau veniturile sale;
- (iv) legislația României aplicabilă IN sau altei jurisdicții de rezidență a IN ori documentele de constituire a IN nu permit ca vreun venit ori vreun activ al IN să fie distribuit sau utilizat în beneficiul unei persoane fizice sau al unei Entități non-caritabile în alt mod decât în scopul desfășurării de activități caritabile ale IN, sau drept plată a unor compensații rezonabile pentru servicii prestate, ori drept plată reprezentând valoarea justă de piață a proprietății pe care IN a cumpărat-o; și
- (v) legislația României aplicabilă IN sau altei jurisdicții de rezidență a IN ori documentele de constituire a IN impun ca, în momentul lichidării sau dizolvării IN, toate activele sale să fie distribuite către o entitate guvernamentală sau altă organizație non-profit, sau să revină guvernului României sau al altei jurisdicții de rezidență a IN sau oricărei subdiviziuni politice a acestora.

În vederea stabilirii calității titularului de cont care este o ENFS pasivă, se pot avea în vedere următoarele coduri CAEN (conform Ordin nr 1939/ 2016 al Ministerului Finanțelor Publice):

6420 Activități ale holdingurilor

6810 Cumpărarea și vânzarea de bunuri imobiliare proprii

6820 Închirierea și subînchirierea bunurilor imobiliare proprii sau închiriate

7010 Activități ale direcțiilor (centralelor), birourilor administrative centralizate

7740 Leasing cu bunuri intangibile (exclusiv financiare)

9420 Activități ale sindicatelor salariaților

9491 Activități ale organizațiilor religioase

9492 Activități ale organizațiilor politice

9499 Activități ale altor organizații n.c.a.

9609 Alte activități de servicii n.c.a

9700 Activități ale gospodăriilor private în calitate de angajator de personal casnic

9820 Activități ale gospodăriilor private de producere de servicii pentru scopuri proprii

**Persoana care face obiectul raportării:** persoana care prezintă oricare dintre indiciile de raportare, conform legislației în vigoare.

**Persoana dintr-un alt Stat Membru:** o persoană fizică care are rezidența în orice alt Stat Membru în temeiul legislației fiscale din jurisdicția respectivului stat membru sau patrimoniul succesoral al unei persoane decedate care era rezidentă a oricărui alt stat membru.

**Titular de cont:** persoană identificată drept titularul unui Cont Financiar de către Instituția Financiară la care a fost constituit contul. În cazul unui contract de asigurare sau rentî viagerî este persoana care are dreptul de a accesa valoarea de răscumpărare sau de a modifica beneficiarul contractul. În cazul în care nicio persoană nu are aceste drepturi, titularul va fi considerat persoana care are drept la plată în conformitate cu termenii contractuali.

**Instituție financiară din punct de vedere al legislației specifice CRS,** se referă la o instituție de custodie, o instituție depozitară, o entitate de investiții sau o companie de asigurări determinate.

În vederea stabilirii calității titularului de cont care este o instituție financiară CRS, se pot avea în vedere următoarele coduri CAEN (conform Ordinului nr 1939/ 2016 al Ministerului Finanțelor Publice):

6419 Alte activități de intermediari monetare

6430 Fonduri mutuale și alte entități financiare similare

6499 Alte intermediari financiare n.c.a.

6511 Activități de asigurări de viață

6512 Alte activități de asigurări (exceptând asigurările de viață)

6520 Activități de reasigurare

6530 Activități ale fondurilor de pensii (cu excepția celor din sistemul public de asigurări sociale)

6611 Administrarea piețelor financiare

6612 Activități de intermediere a tranzacțiilor financiare

6619 Activități auxiliare intermediarilor financiare, exclusiv activități de asigurări și fonduri de pensii





## SCHEDULE 5 – DEFINITIONS RELATED TO FATCA (IN ROMANIAN LANGUAGE)

O "instituție financiară" din punct de vedere al legislației specifice FATCA, se referă la o instituție de custodie, o instituție depozitară, o entitate de investiții sau o companie de asigurări determinate.

În vederea stabilirii calității titularului de cont care este o instituție financiară FATCA, se pot avea în vedere următoarele coduri CAEN (conform Ordinului nr 1939/ 2016 al Ministerului Finanțelor Publice):

- 6419 Alte activități de intermediari monetare
- 6430 Fonduri mutuale și alte entități financiare similare
- 6499 Alte intermediari financiare n.c.a.
- 6511 Activități de asigurări de viață
- 6512 Alte activități de asigurări (exceptând asigurările de viață)
- 6520 Activități de reasigurare
- 6530 Activități ale fondurilor de pensii (cu excepția celor din sistemul public de asigurări sociale)
- 6611 Administrarea piețelor financiare
- 6612 Activități de intermediere a tranzacțiilor financiare
- 6619 Activități auxiliare intermediarilor financiare, exclusiv activități de asigurări și fonduri de pensii
- 6630 Activități de administrare a fondurilor

O "entitate nefinanciară pasivă" („entitate nefinanciară străină” = Non-Financial Foreign Entity = NFFE; termenul „străină” se referă la statutul non-american) înseamnă orice NFFE care nu este (i) o NFFE Activă, sau (ii) un parteneriat străin care reține la sursă sau un trust străin care reține la sursă conform reglementărilor în domeniu ale Trezoreriei Statelor Unite.

O "entitate nefinanciară activă" înseamnă orice NFFE care îndeplinește oricare dintre următoarele criterii:

- a) mai puțin de 50% din venitul brut al NFFE pentru anul calendaristic precedent sau pentru altă perioadă adecvată de raportare este venit pasiv și mai puțin de 50% din activele deținute de NFFE în timpul anului calendaristic precedent sau al altei perioade adecvate de raportare sunt active care produc sau care sunt deținute pentru producția de venit pasiv;
- b) Acțiunile NFFE sunt tranzacționate în mod regulat pe o piață reglementată de valori mobiliare sau NFFE este o Entitate Afiliată a unei Entități ale cărei acțiuni sunt tranzacționate în mod regulat pe o piață reglementată de valori mobiliare;
- c) NFFE este organizată într-un Teritoriu al Statelor Unite și toți proprietarii primitorului sunt rezidenți de bună credință ai aceluia Teritoriu al Statelor Unite;
- d) NFFE este un guvern (altul decât guvernul Statelor Unite), o subdiviziune politică a unui astfel de guvern (care, pentru evitarea dubiilor, include un stat, o regiune, un județ sau o municipalitate) sau un organism public care îndeplinește o funcție a aceluia guvern sau a unei subdiviziuni politice a acestuia, un guvern al unui Teritoriu al Statelor Unite, o organizație internațională, o bancă centrală de emisiune care nu este din Statele Unite sau o Entitate deținută în totalitate de una sau de mai multe dintre cele de mai sus;
- e) În mod substanțial, toate activitățile NFFE constau în deținerea (în totalitate sau în parte) a acțiunilor aflate în circulație ale uneia sau mai multor filiale care activează în domeniul comerțului sau al afacerilor, altul decât activitatea de afaceri a unei Instituții Financiare, precum și în asigurarea finanțării și a unor servicii pentru acele filiale, exceptând situația în care o entitate nu se califică pentru statutul de NFFE dacă entitatea funcționează (sau se prezintă) ca un fond de investiții, cum ar fi un fond de investiții private, un fond de capital de risc, un fond de achiziție integrală cu finanțare pe datorie sau orice vehicul de investiții al cărui scop este să achiziționeze sau să finanțeze societăți și ulterior să dețină drepturi în acele companii ca și active de capital cu scopul de a investi;
- f) NFFE nu desfășoară încă o activitate de afaceri și nu are un istoric operațional anterior, dar investește capital în active cu intenția de a-și desfășura activitatea, alta decât cea a unei Instituții Financiare, cu condiția ca NFFE să nu se califice pentru această excepție după 24 de luni de la data organizării inițiale a NFFE;
- g) NFFE nu a fost o Instituție Financiară în ultimii cinci ani și se află în proces de lichidare a activelor sale sau se reorganizează cu intenția de a continua sau de a relua operațiunile unei activități de afaceri, alta decât cea a unei Instituții Financiare;

- h) NFFE este angajată în special în tranzacții de finanțare și de acoperire cu sau pentru Entitățile afiliate care nu sunt Instituții Financiare, și care nu asigură servicii de finanțare sau de acoperire oricărei Entități care nu este o Entitate afiliată, cu condiția ca grupul oricăror astfel de Entități afiliate să fie angajat în special într-o activitate de afaceri, alta decât cea a unei Instituții Financiare;
- i) NFFE este o „NFFE exceptată”, așa cum este descris în Reglementările în domeniu ale Trezoreriei Statelor Unite; sau
- j) NFFE îndeplinește toate cerințele de mai jos:
  - i. Este înființată și operată în jurisdicția sa de rezidență exclusiv în scopuri religioase, caritabile, științifice, artistice, culturale, atletice sau educaționale; sau este înființată și operată în jurisdicția sa de rezidență și este o organizație profesională, liga de afaceri, camera de comerț, organizație sindicală, organizație agricolă sau horticola, liga civică sau o organizație operată exclusiv pentru promovarea asistenței sociale;
  - ii. Este scutită de impozit pe venit în jurisdicția sa de rezidență;
  - iii. Nu are acționari sau membri care să dețină drepturi în ceea ce privește proprietatea sau beneficiile în veniturile sau activele acesteia;
  - iv. Legislația aplicabilă a jurisdicției de rezidență a NFFE sau documentele de înființare ale NFFE nu permit oricăror venituri sau active ale NFFE să fie distribuite sau să se solicite acordarea lor în beneficiul unei persoane private sau al unei Entități necaritabile, în alte condiții decât cele conforme desfășurării activităților caritabile ale NFFE sau ca plata a unei compensații rezonabile pentru serviciile prestate sau ca plata reprezentând valoarea corectă de piață a proprietății pe care NFFE a achiziționat-o; și
  - v. Legislația aplicabilă a jurisdicției de rezidență a NFFE sau documentele de înființare ale NFFE necesită ca, în momentul lichidării sau dizolvării NFFE, toate activele sale să fie distribuite unei entități guvernamentale sau altei organizații non-profit sau să fie acordată ca moștenire vacantă guvernului din jurisdicția de rezidență a NFFE sau oricărei subdiviziuni politice a acesteia.

În vederea stabilirii calității titularului de cont care este o NFFE pasivă, se pot avea în vedere următoarele coduri CAEN (conform Ordin nr 1939/ 2016 al Ministerului Finanțelor Publice):

- 6420 Activități ale holdingurilor
- 6810 Cumpărarea și vânzarea de bunuri imobiliare proprii
- 6820 Închirierea și subînchirierea bunurilor imobiliare proprii sau închiriate
- 7010 Activități ale direcțiilor (centralelor), birourilor administrative centralizate
- 7740 Leasing cu bunuri intangibile (exclusiv financiare)
- 9420 Activități ale sindicatelor salariaților
- 9491 Activități ale organizațiilor religioase
- 9492 Activități ale organizațiilor politice
- 9499 Activități ale altor organizații n.c.a.
- 9609 Alte activități de servicii n.c.a
- 9700 Activități ale gospodăriilor private în calitate de angajator de personal casnic
- 9820 Activități ale gospodăriilor private de producere de servicii pentru scopuri proprii

## **SCHEDULE 6 – TERMS AND CONDITIONS FOR THE UTILISATION OF BUSINESS DEBIT CARDS FOR LEGAL ENTITIES AND PERSONS WHO PERFORM INDEPENDENT ACTIVITIES (“TCUCDB”)**

TCUCDB governs the issuance of business debit cards to Clients, the usage conditions and the operations that may be performed in Romania or outside Romania using the Debit cards issued by the Bank, as well as the rights and obligations of the Client, User and the Bank regarding the issuance and usage of the Debit card.

### **1. Definitions:**

For purposes of the TCUCDB, the terms below will have the following meaning:

- 1.1. **ATM** – automated teller machine used for various card-based operations such as: cash withdrawal, payment of utility bills, view your account balance, etc.
- 1.2. **Authorization of the payment operation** – consent to perform the payment operation, granted by typing the PIN code and/or by signing the POS/Imprinter receipt and/or by inserting the code CVV2/CVC2 and/or the “Verified by Visa /MasterCard Secure Code” password and/or by holding the contactless card close to a terminal.
- 1.3. **Bank** – Banca Comercială Română SA, a legal person which is authorized by NBR to issue electronic payment instruments and which makes available to the Holder/User an electronic payment instrument based on the Business Debit card application-contract, on the annexes to the Debit card application-contract and based on these specific conditions.
- 1.4. **Accepting Bank** – bank that offers card acceptance services on the premises of merchants, as well as cash withdrawal services provided on the counter or in their own ATM network.
- 1.5. **Call Center** – service provided by the Bank on a non-stop basis that offers technical assistance and general information, and that may be reached by calling the phone number mentioned on the back of the card.
- 1.6. **Debit Card /Card** – The debit card, in LEI or foreign currency, representing the electronic payment instrument whereby the User is able to use the cash available in a current bank account opened on the name of the Holder with the Bank and/or of the cash available in a BCR account within the limit of a pre-set ceiling.  
The Card incorporates the contactless technology, a technology that allows using cards as follows: (a) on the premises of merchants that display Visa PayWave and/or MasterCard PayPass logos; (b) contactless transactions that are lower than or equal to 100 lei will be performed without typing the PIN code and/or signing the receipt, that is optionally printed, depending on how accepting Terminals are configured; (c) contactless transactions over 100 lei must be validated by typing the PIN code and/or signing the receipt that is optionally printed, depending on how accepting Terminals are configured. The contactless functionality is activated by the User after the first successfully PIN-based Transaction performed on any accepting Terminal (ATM or POS).
- 1.7. **Debit Card Application- Contract** – any of the following (i) Application–Contract for issuance of Business Debit Card and, as the case may be, additional Annexes to the Application–Contract for issuance of Business Debit Card and (ii) the Application–Contract for contracting of banking products and services.
- 1.8. **Receipt** – payment document issued by the Terminal that contains Transaction related information.
- 1.9. **Accepted merchant** – a legal entity who accepts the card as a means of payment for goods and/or services.
- 1.10. **CNP (Card Not Present)** – transaction performed without the physical presence of the Card.
- 1.11. **Current account** – bank account opened by the Holder with the Bank, showing all the Transactions made with all Cards issued at the request of the Holder.
- 1.12. **CVV2/CVC2** – is a security code formed of 3 figures, uniquely generated for each Card, and printed on the signature strip of the card.
- 1.13. **Operation date** – the date when a Transaction was performed.
- 1.14. **Statement of account** – a document that the Bank issues to the Holder at the beginning of every month that provides information on all Transactions performed in the previous month, alongside the associated costs.
- 1.15. **Transactions limits on the Card** – limits communicated by the Bank to the Holder/User or agreed separately by the Bank and the Holder.
- 1.16. **List of Cards banned for acceptance** – as the case may be, one of the 2 lists related to each international institutions: CRB (Card Recovery Bulletin) for VISA and StopList for MasterCard, in which the Cards to be banned on acceptance are registered.
- 1.17. **PIN** – confidential personal identification number, which is assigned to the User biunivocally and which User enables the identification of the User.
- 1.18. **POS** – bank terminal whose purpose is to perform the electronic authorisation and to process a transaction performed by using the Card.

- 1.19. **Authorization services** – processes whereby the request to perform a transaction is approved or rejected. However, the decision to approve or reject a transaction is made by the Bank or by a third party acting in the name of the Bank.
- 1.20. **Terminal** – electronic/mechanical devices (eg: POS, ATM, imprinter, internet) whereby the Holder/ User uses the Card and PIN code or only the Card and performs Transactions on the Holder's account opened with the Bank.
- 1.21. **Terminal with contactless functionality** - Terminal that displays Visa PayWave or MasterCard PayPass logo and has an embedded technology that enables the performance of contactless transactions by simply holding the Card close to the Terminal.
- 1.22. **Holder/Client** - means the legal person that holds one or more bank accounts and that entered into the Debit Card Application-Contract with the Bank, in their capacity as holder, according to legal provisions.
- 1.23. **Transaction** – operation performed with the Card for: i) goods/services purchase transactions through the Terminal that display the MasterCard/Visa logo; ii) cash withdrawal from/cash deposit at ATMs or bank desks, validated by typing the PIN number, that display the MasterCard/Visa logo; iii) internet transactions by using the 3D Secure service; iv) payment of invoices to utilities suppliers using BCR's ATMs; v) recharging of the mobile phone prepaid credit using BCR's ATMs; vi) PIN change using BCR's ATMs; vii) checking the account balance using BCR ATMs.
- 1.24. **Off-line Transaction** – transaction performed by card on a terminal that accepts the performance of a transaction without the authorization of the Bank that issued the card.
- 1.25. **User** – individual for which the Holder requested a Debit Card and is recognised and entitled by the Holder to perform Transactions with the Card on the User's account.
- 1.26. **3D secure** – a superior security level protocol used for the online transactions. The 3D secure protocol was developed to improve the security of payments performed via internet and is offered in the form of the service called "Verified by Visa/ Mastercard SecureCode". The 3D Secure password will be used to confirm the identity while performing payments through the Internet.
- 1.27. **Business day** – any weekday, except for Saturdays, Sundays and any public and/or legal holiday, when the financial institutions in Romania are open to the public and perform banking operations.
2. **Specific Card usage conditions**
  - 2.1. By signing the Debit Card Application-Contract, the Parties agree that the Bank will issue the Card, at the Holder's request, based on the Debit Card Application-Contract and any other additional documents. The Bank reserves its right to reject a card request, without any justification.
  - 2.2. The Card validity period is printed on its surface, and may be extended automatically. If the Holder /User does not request the termination of the Card with at least 30 days before its expiry date, the Bank will issue another valid card. The card's expiry date is the last day of the month in which the card expires. The Holder /User has the right to refuse the new Card issued according to this paragraph, but shall still have to pay the Card issuance fee.
  - 2.3. The Card is the property of the Bank and has to be immediately returned upon its request, according to the terms of the Debit Card Application-Contract and to these TCUCDB.
  - 2.4. The Card is not transmissible. It may only be used by the User on whose name it was issued and based on the conditions specified in the Debit Card Application-Contract, these TCUCDB and applicable legislation.
  - 2.5. The Card is inactive when issued and is delivered in a sealed envelope and will be activated by the User after the the first PIN-based Transaction.
  - 2.6. The Bank may block temporarily/permanently any Card at the Client/Holder request, without the notification or consent of the User.
  - 2.7. For payment of goods /services, in order to finalize the Transaction ordered by the User, the Transaction must first be authorized, more specifically the User must give its consent for the performance of the said Transaction. The consent consists of: a) in case of POS Transaction – sign the receipt or insert the PIN code; b) in case of internet Transaction – provide the following information: number of the card, User's name as it is written on the Card, expiry date, the 3 numbers on the back of the card (CVV2/CVC2 code), as well as, in case of secure websites, password for 3S Secure; c) in the case of CNP Transactions (Card Not Present) – agreement with the accepting Merchant, which specifies the Transaction amount to be authorized; d) in case of cash withdrawals from special devices (eg. ATM) – using the PIN code; e) in case of contactless transactions – by simply holding the card close to a Terminal with contactless functionality, for small payments.
  - 2.8. The Holder and the User agree that the electronic records of the Bank are the only proof that are enforceable after expressing the consent, according to the above, and assume responsibility for the Transactions in the event when third parties use the Card for that purpose, with or without their consent.
  - 2.9. For CNP Transactions (Card Not Present) (internet, etc) the Client/User can be requested by the merchant to provide certain codes (eg CVV2/CVC2). For this type of transactions, PIN code is not to be used.
  - 2.10. In case the Holder/User performs authorization-free transactions (offline) or internet transactions at

merchants not enrolled on the 3D Secure platform, they shall be directly responsible for performing those transactions.

- 2.11. For the transactions made on a POS, the User shall have to sign the POS released Receipt, if the signature is requested on that Receipt, only after checking up the data written on it and after asking for a copy of the Receipt.
- 2.12. The Card may only be used within the available balance and in accordance with the Transaction limits. The total value of the Transactions, including the related fees, may not exceed the available balance.
- 2.13. Transactions are performed online, meaning in real time, and the value of the Transaction is blocked in the bank account at the moment when performed. The amount blocked at the moment when the Transaction is authorized in the external acceptance networks has a maximum settlement term of 30 days, according to the term established by the Visa and Mastercard international organisations.
- 2.14. The Bank has the right to list the card in the "List of Cards banned for acceptance" in case it is reported by the Client/ User as lost or stolen. The Card block is permanent and irrevocable, and the Card may no longer be used.

#### **2.15. Currency of settlements between Bank and Visa/Mastercard**

- 2.15.1. The Transactions performed in Romania (in Lei):
  - (a) the Accounts in Lei will be debited with the value of the performed operations;
  - (b) the Accounts in foreign currency will be debited in the relevant currency as follows:
    - (i) if the Transaction is done through a BCR POS/ATM, the exchange currency rate is the NBR currency exchange rate from the BCR's settlement date of the transaction plus the foreign exchange fee; and
    - (ii) if the Transaction is done through other Romanian bank's POS/ATM, the exchange currency rate is the one mentioned at art. 2.15.2 below.
- 2.15.2. The international Transactions are registered in the Account in the currency of that Account as follows:
  - (a) For Visa/Visa Electron cards, if the original currency of the Transaction is different from the account's currency, Visa will convert the transaction's amount into the account currency based on Visa's reference exchange rate established on the working day that preceded the day when the transaction with BCR was disbursed, plus the foreign exchange commission; and
  - (b) for cards issued under Mastercard/maestro logo, if the account currency is different from the currency of disbursement with MasterCard (EUR and/or USD), the value of transactions that are settled and disbursed by MasterCard and the associated fees will be converted in the currency of that account using the NBR exchange currency rate established on the transaction processing date, plus the exchange currency fee. If the original currency of the Transaction is different from the Visa/ Mastercard disbursement currency (EUR or USD), as applicable, MasterCard will convert the value of the original transaction into the disbursement based on the Mastercard's exchange currency rate.
- 2.16. The Bank has the right to ask the Holder /User to show a copy of the Receipt, as well as any other documents deemed necessary to solve the complaints of the Holder /User regarding the wrong registration of some operations in their Statement of Account.
- 2.17. The Holder /User has the right to challenge in writing the possible transactions that they do not recognize, within 30 calendar days since the date when the Transaction was registered in the account. To this end, the Bank makes available to the Holder a Statement of Account. The fact that no communication has been sent within the due term will be interpreted as the Holder's acceptance of Transaction and the Statement of Account.
- 2.18. Transactions may be challenged in writing in any branch of the Bank, during work hours. Challenges will be forwarded to the Cards Division that will handle them:
  - a) for the Transactions that are challenged after this term, but not more than 90 calendar days since the date when the Transaction is registered in the account, the Bank will attempt to solve the challenges subject to the reservation that the Accepting Bank may refuse it immediately on the grounds that the term indicated by International Cards Organisations was exceeded;
  - b) the challenges addressed to the Bank in writing will be analyzed and investigated by BCR. Within 50 calendar days since the challenge receipt date, the Bank will inform the Holder about its the status of the resolution process. The final results of the investigations will be communicated to the Holder if the challenge proves to be ungrounded. The Holder will pay a fee for challenging a transaction without justification;
  - c) the Bank will credit the Holder's account within one banking day with the value of these transactions only after the finalization of the procedures provided by the legislation in force regarding the challenged transactions and only if the challenge was favorably resolved.
- 2.19. In case the PIN code is wrongly typed three times in a row, the Card will be automatically blocked; to



unblock the Card, the User must urgently the Bank and request to have the Card unblocked.

### **3. Rights and obligations of the Bank:**

#### **3.1. Bank's rights**

- 3.1.1. To make investigations regarding the data filled in the Debit Card Application-Contract according to applicable legal provisions;
- 3.1.2. To approve or refuse the issuance of the card according to internal regulations and the legal provisions in force;
- 3.1.3. To limit the number and value of Transactions that may be performed within a certain period (daily, weekly, monthly), and communicate to the Holder/ User according to legal regulations in force and by displaying information on the premiss of the Bank's territorial units or through electronic communication channels (internet, e-mail, SMS etc).
- 3.1.4. To order the cancellation/blockage of one/all Cards, without any formality/previous notification in case the Holder /User fails to comply with the obligations undertaken as per the Debit Card Application-Contract and these specific conditions.
- 3.1.5. In case there are suspicions of fraud and/or fraudulent usage of the Card, the Bank shall have the right to take the following measures:
  - a) to refuse the authorization of a Transaction;
  - b) to cancel or block the Card's access to the current bank account;
  - c) to refuse the issuance of a new Card or the replacement of the card without exonerating the Holder from the financial liability for the already performed card transactions.The Bank notifies the Holder /User about the card blockage and the reasons for that blockage, if possible, immediately after its blockage, unless the supply of this information impairs the objectively justified safety reasons or if is forbidden by other relevant legal provisions.
- 3.1.6. To act according to legal provisions for the recovery of the damages caused by the abusive or fraudulent card use which violates the provisions of the Debit Card Application-Contract, the present specific conditions and the legal regulations in force.

#### **3.2. Obligations of the Bank**

- 3.2.1. To ensure the confidentiality of the data of the Holder, User, and Transactions, except for the cases mentioned under the law.
- 3.2.2. To provide non-stop Transaction authorization services.
- 3.2.3. To explain to the Holder/User the reasons that caused the refusal of the Transaction by calling the Call Center, unless it is forbidden as per the legal provisions.
- 3.2.4. In case the Holder challenges a Transaction, the Bank has the obligation to investigate and inform the Holder/User within up to 50 calendar days about the status of that respective challenge.
- 3.2.5. To take all the required measures in order to remedy within 15 days the prejudice, if any, caused to the Holder /User for the failure to meet its obligations as assumed through the Debit Card Application-Contract and the present specific conditions. The Bank is obliged to credit the Holder's account by depositing the value of the compensations, within one banking day since the moment it recognized the Holder's right to them or from the time when a court of law or arbitration established that right.
- 3.2.6. To execute exactly the operations ordered by the Holder /User, insofar as they can be achieved based on the data supplied by it.
- 3.2.7. To make available to the Holder, upon its express request, the Transaction records on the premises of the Bank's territorial units or by other means of electronic communication (e-mail, SMS, ATM) within 72 from the time when the Bank receives the Holder's written request.
- 3.2.8. To make available to the Holder the current statement of account that provides information about the Transactions performed during one calendar month. For the Card Transactions, the statement will also include the following information: the reference allowing the Holder /User to identify the Transaction, the value of the Transaction, the date of the Transaction, the value of the commissions and fees applied for the respective Transaction, information about the foreign currency exchange rate used to perform the Transactions in currencies other than that of the Card, the available balance.
- 3.2.9. To block the Card immediately after receiving the telephone call/notification of Card loss/theft/fraudulent use/destruction/copy/wrong operation/PIN code disclosure/suspicious transactions.

### **4. Rights and obligations of the Holders/Users**

#### **4.1. Right of the Holders/Users**

- 4.1.1. The Holder has the right to request and obtain from the Bank information about the transactions or about the status of the account.
- 4.1.2. The Holder /User has the right to request a new card in case of loss, theft or deterioration of a card.
- 4.1.3. The Holder /User has the right to request a new PIN code.
- 4.1.4. The Holder has the right to request the cancellation of the User's card by a written request addressed to the Bank. The User has the right to request in writing the cancellation of the card issued



to them, yet the User shall not have the right to close the current bank account to which the card is attached.

#### **4.2. Obligations of the Holder/User**

- 4.2.1. The Holder has the obligation to use the Card according to the contractual and legal provisions.
- 4.2.2. When the Bank hands over the card and the PIN number, the User shall have to confirm the reception of the card and PIN by means of a signature and to sign on the back of the card.
- 4.2.3. The Holder is liable for all operations/transactions performed by the User.
- 4.2.4. The Holder has the obligation to inform the User about the provisions of TCUCDB.
- 4.2.5. The User has the obligation to use the card according to the provisions of the TCUCDB.
- 4.2.6. The Holder /User has the obligation to keep the card in good conditions and to take reasonable measures to protect it against theft, loss or deterioration.
- 4.2.7. The User has the obligation to take all the required and sufficient measures to preserve the secrecy of the personal identification number (PIN) and to protect their own code integrity by:
  - a) typing the PIN on the electronic terminal (POS or ATM), while avoiding to have it seen by other persons;
  - b) not disclosing the PIN to other persons.
- 4.2.8. The User has the obligation to take all the required and sufficient measures to preserve the secrecy of the CVV2/CVC2 code and of 3D-Secure password
- 4.2.9. Whenever buying goods and services or when performing a cash withdrawal operation from the bank desks that operate a POS, the User shall sign the receipts using the same signature as the one affixed on the back of the Card, [signature] which represents the User's specific consent for the performance of the transaction. The User has to sign the receipt issued by the POS only after checking up the data printed on it (except for the cards using chip technology)..
- 4.2.10. The Holder /User has the obligation to keep the receipts of all transactions, as well as the other documents associated to the performed transactions in order to be able to check the current bank account and to solve the possible challenges.
- 4.2.11. Whenever making an ATM cash withdrawal operation, the User shall have remove the Card within the time allocated by the terminal (ATM) in order to avoid the Card being seized by the ATM.
- 4.2.12. The Holder /User must announce the Bank by phone, the Cards Assistance service, on the telephone numbers: +40 21 311.10.01 or +40 21 311.02.16, valid 24/24 and in writing, immediately when they notice:
  - a) the loss, theft, destruction, forgery or blockage of the card, if the User recovers the lost or stolen Card after they informed the Bank by phone, they are obliged to immediately visit any branch of the Bank for instructions (unblocking, replacement); For a lost or stolen card, the Holder/User can announce the Bank by calling the Cards Emergency Line (LUC): telephone number +40 21 CARDURI (2273874), valid 24/24 hours.
  - b) Registration in the account of some unauthorized or fraudulent transactions, within the term provided in Art. 2.17;
  - c) any error or irregularity occurred after the account was processed by the Bank;
  - d) elements generating suspicions that the electronic payment instrument may have been copied or that third persons may have obtained the PIN code/CVV2/CVC2/3D-Secure password;
  - e) elements generating suspicions on the possibility that the PIN code might become known to other persons;
  - f) finding out some Card malfunctions, including the case in which the access codes received are incorrect.
- 4.2.13. The Holder /User has the obligation to visit the closest territorial unit of the Bank within 3 working days since the date of loss/theft notification, in order to confirm in writing the respective event and to request the issuance of a new Card..
- 4.2.14. The Holder has the obligation to fully repay all the payment obligations they have to the Bank, based on the present Application-Contract (e.g.: commissions, fees, etc.), within the timeframes and in the conditions provided in the Debit Card Application-Contract of /statement of account/notifications made by the Bank.
- 4.2.15. The Holder has the obligation to return the Card to the Bank 30 days before the closing of the current bank account the Card was attached to .
- 4.2.16. The Holder /User has the obligation to inform the Bank in writing about any change of the data stated in the Debit Card Application-Contract, within 5 days since the date of the change.
- 4.2.17. The Holder has the obligation to compensate the Bank for any debits, damages, losses or expenses if they are proved to have resulted from the violation of the TCUCDB, or after ascertaining that the Holder is financially liable for the unjustified challenged transactions.
- 4.2.18. The Holder shall be warned de jure about their obligations, including, without being limited to, the payment of the fees and commissions due to the Bank on the dates provided in the Debit Card Application-Contract /statement of account/notifications made by the Bank based on the present specific conditions.

## **5. Commissions payable for card operations**

- 5.1. The Bank has the right to charge on the Holder, according to the Debit Card Application-Contract and of the present specific conditions, the following types of commissions, fees, interests and penalties:
- Commissions/fees related to Card issuance and management;
  - Commissions/fees for Card remittance and renewal;
  - Commissions/fees related to current Card operations;
  - Commissions/fees for other services: issuance/remittance of statement of account, commissions paid by the Bank for solving the challenges submitted by the Holder /User, for unjustified initiation of payment refuses.
  - Commissions/fees related to emergency cash release or emergency Card delivery.
  - Any other fees and commissions that are associated to the implementation of the Debit Card Application-Contract and of specific conditions hereunder.
- 5.2. The level of commissions, fees and penalties related to the Card operations charged by the Bank and which the Holder undertakes to pay are those described in the Tariff of fees for operations by debit cards, except agreed otherwise between parties.

## **6. Functioning of bank accounts that are also accessible by cards**

- 6.1. The card transactions are an obligation for the Holder, each card transaction automatically leading to the debiting of the current bank account that the Card is attached to.  
If, by accident (excluding the cases where a credit line (overdraft) was granted) the account balance becomes outstanding (transactions are below the authorised cap, fees from other banks are charged, etc.), the Bank undertakes to explain the cause of the debt to the Holder, and the latter undertakes to cover the debt so created, including the interest calculated to the debit balance, if any, in the shortest possible time.
- 6.2. The Bank authorises the Users' transactions 24 hours/day, 7 days/week, according to the amount of cash available in the current account which is also accessible by debit card.
- 6.3. The Bank is authorized by the Holder to automatically debit the account by the amounts representing:
- the counter-value of validly performed card transactions (for which PIN and/or signature and/or CVV2/CVC2 and/or 3D-Secure password were used);
  - the counter-value of commissions, fees and interest due to the Bank according to the Debit Card Application-Contract and of the present specific conditions;
  - the counter-value of card transactions until the Bank has been notified about the Card loss or theft or fraudulent use of the PIN code or of the signature, or of the CVV2/CVC2 or of 3D-Secure password;
  - the counter-value of the expenses incurred by Bank while solving the challenged transactions;
- 6.4. The Bank can block the User's access to a certain amount in their current account that the card is attached to in order to assure the funds required to cover the debits generated by commissions and offline transactions. If the case, this amount becomes accessible to the Holder within 30 days from the time when the Card is delivered to the Bank.

## **7. Notifications**

- 7.1. The Holder/ User shall notify the Bank in the following cases:
- loss, theft, deterioration, blockage of unauthorized card use;
  - change of data declared in the Debit Card Application-Contract, within 5 working days since the change date;
  - registration in the Holder's account of some transactions that are not authorized by the User;
  - any error or irregularity occurred after the issuer managed the account;
  - finding some suspicious elements regarding the possibility to duplicate the Card or to disclose the PIN code/CVV2/CVC2/3D-Secure password to third persons;
  - finding out some malfunctions of the electronic payment instrument, including the case in which the access codes are incorrect.
  - waiving the card, by at least 30 calendar days before its expiry date.
- 7.2. The Holder/ User will lodge the above mentioned written notification with the closest territorial unit of the Bank, which will certify its identity based on the original identity documents.
- 7.3. Any notification/correspondence addressed by the Bank to the Holder is validly communicated if:
- delivered or transmitted to the address specified in the Debit Card Application-Contract or mentioned in the notification that the Holder sent according to 7.1. b) when it was changed;
  - it is transmitted to the electronic address specified in the Debit Card Application-Contract; or
  - texted to the telephone number mentioned in the Debit Card Application-Contract; or
  - sent by phone by calling the phone number mentioned in the Debit Card Application-Contract.
- 7.4. Waiving the card obliges the Holder/ User to return it.
- 7.5. The Bank can change the provisions and/or clauses of the Debit Card Application-Contract and of the specific conditions hereunder by notifying the new conditions, provisions and/or clauses to the Holder by means of a hard-copy message, giving the Holder the opportunity to accept or refuse the services provided by the Bank. The Holder has 30 days from the time when they get the notification to analyze

the new conditions, provisions and/or clauses, and then they shall be obliged to announce their option to the Bank. The failure to announce their option within the specified term is equal to a tacit acceptance by the User of the new conditions, provisions and/or clauses.

## **8. Liability/ Limitations**

- 8.1. The Bank is liable for the losses suffered by the Holder when paying by Card, as follows:
  - a) for the lost value and the inadequate performance of transactions if the loss or inadequate performance is due to a malfunction occurred while using the Card in the Bank's own terminals, except for the cases where the malfunction was caused intentionally/fraudulently caused by the Card Holder;
  - b) for the value of transactions initiated after the Holder /User announced the Bank that the Card has been lost, stolen, destroyed, blocked, compromised, or that it malfunctioned or that a copy may exist or that a third party may know the PIN code.
- 8.2. The Bank is exempted from liability for any direct or indirect damage caused to the Holder/User and/or to other parties due to unauthorized overdraft debiting.
- 8.3. The account Holder and the User are jointly liable for transactions performed and/or ordered by the latter, while the bank shall be exempted from liability for any such damage caused to the Account Holder and/or User and/or third party.
- 8.4. The Bank is exonerated from liability for any damage caused by the Account holder/User's failure to comply with the provisions of the Debit Card Request-Contract and with the TCUCDB.
- 8.5. The Bank shall not be held responsible for the User's failure to perform Transactions for reasons that are independent of the will of the bank, including but not limited to the non-acceptance of the card by a Merchant, a financial institution or any other party, failure of the Terminals, of the processing system or of transmitting data or any other events that cannot be controlled by the bank.
- 8.6. The Bank is exonerated from liability for any damage caused to the Account Holder/ User/third parties if the card is used fraudulently between the time when the card is lost/stolen and the moment when the Bank is notified about this.
- 8.7. The Bank shall not be held responsible towards the Account Holder/User/Accepting Merchant for the effects of the legal relationships among them, including for the payment methods, as well as in cases when the Account Holder/ User are unable to purchase goods/services offered by a Merchant because of a lack of funds or because the Holder/User failed to comply with the conditions in the Request-Contract or those hereunder.
- 8.8. The Bank is not liable to the Account Holder for the delayed debiting of Transactions, when this delay is caused by factors that cannot be controlled by the Bank (delays caused by merchants or by financial institutions that are late in transmitting transactions for disbursement purposes or other events that are not caused by the Bank etc.).

## **9. Unilateral termination of the contract:**

- 9.1. The Holder/User has the right to give up on the Card by serving a 30-day written notice ; such waiver takes effect only after returning the Card (if it was not declared lost/stolen) and after reimbursing of all the amounts due to the Bank according to the Debit Card Application-Contract and the present specific conditions.
- 9.2. The Bank has the right to withdraw from the Holder/User the Card granted based on the Debit Card Application-Contract and on the present specific conditions only after serving a 30-day prior notice to the Holder.
- 9.3. The Bank shall have the right to unilaterally terminate the Debit Card Application-Contract and to withdraw from the Holder/User the Card if the Holder has not complied with their obligations to pay fees and other amounts due to the Bank, according to the Application-Contract, by simply notifying the Holder in writing about the unilateral termination , without a notice of default and without any other preliminary formalities. The bank can decide, in its own discretion, to grant the Holder a grace period that the Holder may use for remedy purposes, and in such case the Bank will notify the Holder about such grace period; if the Holder does not pay fully the amounts due to the Bank until the expiry of the grace period, the Bank can terminate the Contract unilaterally.
- 9.4. In case the current bank account attached to the Card is closed upon the Holder's request or upon the Bank's own will, according to the clauses hereunder, the Holder shall have to return the Card.
- 9.5. In case of an unauthorized overdraft, the bank has the right to either block the Card or terminate the Debit Card Application-Contract, without any court intervention, formal warning or any other prior formality.
- 9.6. The Bank reserves itself the right to unilaterally amend the specific conditions hereunder. Changes related to fees and interests are to be found in the relevant list of fees for legal entities available in the offices of the Bank. Other modifications will be notified by the bank to the Account Holder, by electronic means (e.g. email, text message, etc). The account holder had 30 days from the date when they receive the notification to analyse the new conditions. The amendments are deemed accepted by the Account Holder unless any objection has been submitted in writing within the period mentioned above. If the Account Holder does not accept the changes, they shall have the right to unilaterally terminate the Debit Card Request-Contract and the terms hereunder.

## **10. Final dispositions**

10.1. The Bank shall send to the Holder any other piece of information that comes up after the present specific conditions shall în Romanian.

According to the provisions of Emergency Government Ordinance No. 113/2009 on payment services, the parties have agreed that the provisions of Title III (totally) and of Title IV (partially), shall not apply to the Debit Card Request-Contract and to the terms hereunder, according to Art. 83 (2) and Art 114 (2).

10.2. The Holder may sue the Bank or notify the Fraud Inspection Department of the cases în which the Bank violated the provisions of Title IV (partially) of Emergency Government Ordinance No. 113/2009 on payment services.

### **10.3 Additional services attached to the Card**

The Bank can decide, without any obligation on their side, to provide promotional services and benefits for a determined period of time to the Account Holder / User, who is free to refrain from using them. These promotions of services and additional benefits will be communicated to the Holder/User through promotional marketing materials, displayed în the offices of the bank's territorial units, on [www.bcr.ro](http://www.bcr.ro) and/or other means of communciation according to the Debit Card Application-Contract or under the TCUCDB hereunder.

## **SCHEDULE 7 – TERMS AND CONDITIONS FOR THE UTILISATION OF ELECTRONIC BANKING SERVICES FOR LEGAL ENTITIES AND PERSONS WHO PERFORM INDEPENDENT ACTIVITIES (“TCUEB”)**

TCUEB establish the rules according to which the Bank provides payment services to its Clients through the various electronic banking services, respectively:

- (a) MultiCash/e-BCR service;
- (b) Internet Banking, Mobile Banking and Phone Banking service;
- (c) Alert services (BCR Alert); and
- (d) Business 24 Banking BCR.

### **PART I - MultiCash/e-BCR services**

#### **1. Definitions:**

In accordance with TCUEB, part one, below items can have the following meanings:

- 1.1. **Application-Contract**- means any of (i) the e-BCR / MultiCash Service Configuration Request, (ii) the e-BCR / MultiCash Group Configuration Request, and (iii) the Application-Contract for contracting of banking products and services;
- 1.2. **Holder** - the legal or individual customer who carries out independent contracting activities of the e-BCR / MultiCash service;
- 1.3. **External device**: (i) for MultiCash service -pen drive device, electronic signature / security file storage device and Vasco Token device providing access to e-BCR/signing the operations through e-BCR, and (ii) for e-BCR service – Vasco Token device to provide access to e-BCR and/or to sign operations through e-BCR;
- 1.4. **Salary rights**: rights such as salaries, pensions, state allowances for underage, dividends, etc.
- 1.5. **e-BCR**: facility which allows Internet connection to Bank's servers from any location, in order to sign the banking operations, perform banking operations and obtain banking data;
- 1.6. **MultiCash/e-BCR Group**: a group made of clients, legal persons, holding current bank account(s)/subaccount(s) with the Bank, nominated by the Holder, for which the latter wants to obtain the access and the right to administer these current bank account(s)/subaccount(s), through Multicash services;
- 1.7. **MultiCash/e-BCR Group Member**: a client, legal person, in the MultiCash Group, other than the Holder;
- 1.8. **Multicash Service**: electronic banking solution offering a secure possibility for transmission of data between the Bank and the Holder, with the possibility of performing banking operations and obtaining banking information, in any location with internet access.

#### **2. Specific Terms of Use of the MultiCash / e-BCR Service:**

- 2.1. Through the MultiCash /e-BCR service, the Bank offers the Holder, for personal use and on behalf of the MultiCash/e-BCR Group Members, the possibility of performing banking operations in LEI /foreign currency and obtaining banking information, from its premises by electronic means (by modem or internet) related to the following:
  - (a) intrabanking and interbanking payment operations in LEI;
  - (b) intrabanking and interbanking payment operations in foreign currency;
  - (c) operations of setting up /liquidating deposits in LEI and foreign currency;
  - (d) foreign exchange
  - (e) account statements, intraday bank statement and financial status.
- 2.2. Through the MultiCash/e-BCR service, the Bank can provide the Holder the following facilities:
  - (a) Sign function through e-BCR, which allows the final authorization of the banking operations initiated through MultiCash application and obtaining banking data;
  - (b) Sign+ function, through e-BCR, additional to the Sign function, which also allows banking operations;
  - (c) setting up rights for operations management, differentiated by each user;
  - (d) setting up amount limits for each user's payment operations;
  - (e) operations management by batching (centralized signing facility of a group of operations) and patterns (facility for setting up predefined frequent use operations);
  - (f) possibility to perform banking operations in LEI/ foreign currency and obtain banking information in accordance with clause 2.1. even for current bank accounts/subaccounts of MultiCash/e-BCR Group Members;
  - (g) possibility to export banking information in SWIFT format;
  - (h) possibility to import compatible operation files generated in other external applications.
- 2.3. The Holder can receive in custody external devices of Vasco Token or pen drive type, whose value is specified in Art. 6. of these specific conditions.
  - (a) if the Holder receives pen drive type external devices, these are to be kept in custody throughout



- these specific conditions, and after 3 years of custody, these pen drive type external devices rightfully become the Holder's property;
- (b) if the Holder receives Vasco Token type external devices, these are to be kept in custody throughout these specific conditions.
- 2.4. The initial configuration of the MultiCash/e-BCR service, as well as any of its subsequent modifications, shall be based on the Application-Contract concluded with the Holder.
- 2.5. The initial configuration of the MultiCash/e-BCR Group, as well as any of its subsequent modifications, mutually agreed between the Bank, the Client and the MultiCash/e-BCR Group Member, shall be based on the Application-Contract concluded with the Holder and the MultiCash/e-BCR Group Member.
- 2.6. The scope of these specific conditions may be amended by the Bank with additional functions to the extent permitted by the applicable legislation in force, in compliance with the provisions in Art. 8.1. of these specific conditions.

### **3. Holder's Rights and Obligations**

**3.1. The Holder has the right to** instruct the Bank electronically with regards to the available funds in the current bank accounts/subaccounts open in the Bank's records and for which the Holder has chosen to use the MultiCash/e-BCR service, as well as obtaining information regarding these current bank accounts/subaccounts through the MultiCash/e-BCR service.

#### **3.2. The Holder has the obligation:**

- 3.2.1 to perform operations only in the limits of the available funds in the current bank accounts/subaccounts open in the Bank's records for which the Client has chosen to use the MultiCash/e-BCR service;
- 3.2.2 to recognize the validity of instructions/operations transmitted/performed based on the electronic signature certified by the Bank;
- 3.2.3 not to cancel any instruction transmitted to the Bank through the MultiCash/e-BCR service;
- 3.2.4 to acknowledge the Bank's ownership over the external devices;
- 3.2.5 to read all the messages received from the Bank through the MultiCash/e-BCR service or other channels of communications (e-mail, mail etc.) and to comply with them;
- 3.2.6 to ensure that the external devices are exclusively used by the nominated users and to take the required actions to protect users' identification data (user ID, PIN, etc.) and the received external devices against loss, alienations or abuse. Users' identification data shall not be registered in a form that can easily be recognized and shall not be disclosed to unauthorized persons;
- 3.2.7 to return the external devices in the Holder's custody in a proper functioning condition, in case a user holding such an external device is revoked or in case these specific conditions are terminated;
- 3.2.8 to pay the equivalent in LEI of the external devices associated to the MultiCash/e-BCR service in the Holder's custody in case they need replacement as a result of damage, loss, theft and/or in case a user holding such an external device is eliminated or in case these specific conditions are terminated and the Holder cannot return them in proper working conditions;
- 3.2.9 to acknowledge the functioning conditions of the requested products and the amount of interests, fees, taxes and charges in use for the requested operations and services, before their being performed/provided/registered;
- 3.2.10 to observe the payments file structure sent by the Bank for multiple payments, including for money rights operations;
- 3.2.11 to notify the Bank his option to initiate payment operations of his money rights through MultiCash/e-BCR service based on the MultiCash/e-BCR configuration request;
- 3.2.12 in case the Holder chooses to initiate his money rights payment operations:
- (a) to mandate the Bank by these specific conditions to open the account in his name;
  - (b) to use the account the Bank specifically opened in his name, exclusively to initiate the payment operations of his money rights. The initiation of another type of operations from such account is not allowed and will be regarded as a violation of these specific conditions;
  - (c) to exclusively use the account statement provided by MultiCash/e-BCR service. For the account the Bank specifically opened to initiate money rights payment no account statement on paper shall be issued at the desk of the Bank operational entities.
- 3.2.13 to initiate operations in foreign currency only in compliance of the banking legislation in force and, where necessary, to present, at the Bank's request, the set of supporting documents related to the foreign currency payment operations performed through the MultiCash/e-BCR service;
- 3.2.14 to fill in and submit to the Bank the foreign currency payment order (DPE) in a maximum number of calendar days since the payment, in case of foreign currency payments of a certain value, according to the banking legislation in force;
- 3.2.15 to be informed with regards to any legislative changes, including the value of payment orders mentioned in Art. 3.2.14. of these specific conditions or the period in which the foreign currency payment order has to be submitted by the Holder to the Bank;
- 3.2.16 to immediately notify the Bank upon:
- (a) loss, theft, damage of the external device in order to block the access of unauthorized persons to



- the current bank accounts/subaccounts of the Holder and/or blocking of the external device;
  - (b) the recording in the Holder's current bank accounts/subaccounts of banking operations unauthorized by him;
  - (c) any error or irregularity with regards to the management of the current bank accounts/subaccounts by the Bank;
  - (d) the elements generating suspicions about the possibility of user's identification data (user ID, PIN etc.) being known by unauthorized persons;
  - (e) malfunctions of the external devices;
- 3.2.17 to be informed about the limit of transactions processing times (cut off time) when initiating any banking operations;
- 3.2.18 to acknowledge and accept that the operations of setting up time deposits in Lei and foreign currency transmitted until the cut off time shall be processed at the interest rate the Bank uses at the processing moment of that respective operation of setting up time deposits in Lei and foreign currency. The interest rate displayed by the MultiCash/e-BCR application has an informative value and shall not be binding in any way related to the interest rate the Bank will process the setting up of the time deposit in Lei and foreign currency;
- 3.2.19 to acknowledge and to accept that the standard foreign exchange operations transmitted until the cut off time shall be processed at the exchange rate the Bank uses at the processing moment of that foreign exchange operation. The exchange rate displayed by the MultiCash/e-BCR application has an informative value and shall not be binding in any way related to the exchange rate the Bank will process the exchange operation.

#### **4. Bank's Right and Obligations**

##### **4.1. The Bank has the right**

- 4.1.1 to unilaterally modify the level and way of charging fees, taxes and charges, as well as the transactions limit processing time (cut off time), which become binding upon the Holder by their display in a visible place at the Bank headquarters;
- 4.1.2 to refuse processing and settlement of payment orders issued by the Holder through the MultiCash/e-BCR service in case there are no available funds in his current bank account/subaccount to settle payment orders and to pay the fees and charges owed to the bank or if the data transmitted are incorrect, incomplete or inaccurate;
- 4.1.3 to unilaterally modify (add or withdraw) the type of banking operations, ways of access and signing related to the MultiCash/e-BCR service, by notifying the Holder on hard copy, by registered mail with acknowledgement of receipt or by electronic means of communication, offering him the possibility to accept them or to give up the services offered by the Bank;
- 4.1.4 to automatically debit the Holder's current bank account/subaccount by the LEI equivalent of the external devices unreturned to the Bank, calculated at BNR exchange rate valid on the payment date, in case a user holding of such an external device is eliminated and/or at the moment of the termination of these specific conditions when the Holder cannot return them in proper condition;
- 4.1.5 to cease any transactions initiated by the Holder through the MultiCash/e-BCR service available to him, in the following cases:
- (a) Holder's failure to comply with any of his contractual obligations assumed within the Application-Contract and these specific conditions and/or in case of improper use of the e-BCR service;
  - (b) the funds available in the Holder's current bank account/subaccount are restricted by law or administrative or court decisions, until the mentioned conditions cease to exist.
- 4.1.6 to correct any miscalculation resulting from the Bank management of the Holder's current bank accounts/subaccounts, both upon the Holder's request, as well as at the Bank's own initiative. Any possible calculation errors shall not imply the termination of this specific conditions.

##### **4.2. The Bank has the obligation**

- 4.2.1 not to disclose to any third party the user's name and identification data (user ID, PIN etc.) or any other similar confidential information, within the law;
- 4.2.2 to verify the authenticity of the data, the existence of the necessary funds to perform the operation and the compliance with laws and internal regulations in force;
- 4.2.3 to daily process the instructions transmitted through the MultiCash/e-BCR service, in accordance with the working schedule established by the Bank for each type of operation, within the limit of available funds in the Holder's current bank accounts/subaccounts from which the Holder has initiated those operations, as far as the data submitted are correct, complete and accurate;
- 4.2.4 to immediately block the user if it has been informed by fax or email with regards to the loss/ theft of the external device.

#### **5. Liability of the Parties**

- 5.1. The Holder shall be liable for the accuracy of the information transmitted to the Bank through the Multicash/e-BCR service
- 5.2. The Bank shall be liable for:
- (a) any error or irregularity committed by the Bank in the management of the current bank accounts/subaccounts of the Holder;

- (b) failure to or the improper performance of the banking operations the Holder ordered, on condition it proves the banking operation was initiated from the terminal recognized by the Bank.

5.3. The Bank shall not be liable for:

- (a) the cases where it is proved that the Holder has not acted in compliance with the provisions of these specific conditions or that the Holder transmitted inaccurate instructions;
- (b) the losses that could result from the defective operation of the equipment used by the Holder or from the Holder's incapacity to communicate with the Bank;
- (c) the possible penalties, interests the Holder owed to the payment beneficiary if the Holder does not initiate payment in due time, considering the required number of days for the banking settlement;
- (d) any possible damage caused by the Holder, due to incorrect instructions transmitted with delay or to other circumstances, as well as due to lack of instructions processing, if the Holder has not complied with the Application-Contract and these conditions of these specific conditions or of the current bank account agreements signed with the Bank.

**6. Fees, Taxes and Charges**

6.1. To provide the MultiCash/e-BCR service, the Bank shall charge the MultiCash/e-BCR service maintenance fee, in compliance with the Standard Fee Rate, in effect on the date of its collection.

- (a) The MultiCash/e-BCR service maintenance fee shall be set up in foreign currency and shall be charged in LEI, using BNR exchange rate, valid for the payment date.
- (b) The Bank shall charge monthly the MultiCash/e-BCR service maintenance fee by automatic debiting the current bank account/subaccount indicated by the Holder, on the day of the month corresponding to the date on which the Application-Contract has come into effect, for the previous month, or on the date of termination of these specific conditions (pro rata to the actual number of days between the date when the last MultiCash/e-BCR service maintenance fee was charged and the date these specific conditions were terminated).

6.2. For the MultiCash/e-BCR Group facility, the Bank shall charge the MultiCash/e-BCR Group maintenance fee in compliance with the Standard Fee Rate, in effect on the date of its collection.

- (c) The MultiCash/e-BCR Group maintenance fee shall be set up in foreign currency and shall be charged in LEI, using BNR exchange rate, valid for the payment date;
- (d) The Bank charges monthly the MultiCash/e-BCR Group maintenance fee by automatic debiting of the current bank account/subaccount indicated by the MultiCash/e-BCR Group Member, for each Member of the MultiCash/e-BCR Group, on the day of the month corresponding to the date the Member was added to the MultiCash/e-BCR Group, for the previous month, or on the date the Member was excluded from the MultiCash/e-BCR Group (pro rata to the actual number of days between the date when the last MultiCash/e-BCR Group service maintenance fee was charged and the date the Member of the MultiCash/e-BCR Group was excluded) or on the date of termination of these specific conditions (pro rata to the actual number of days between the date when the last MultiCash/e-BCR Group service maintenance fee was charged and the date these specific conditions were terminated).

6.3. For the Bank's services and for the Holder's operations in LEI/ foreign currency performed through the MultiCash/e-BCR service, the Bank shall charge fees, taxes and charges in compliance with the practiced Standard Fee Rate, in effect on the date of their performance/provision/registering. The Bank shall automatically debit the Holder's current bank accounts/subaccounts by the fees, taxes and charges owed for the operations performed and the services provided to the Holder.

6.4. If on the date of fees charging for the MultiCash/e-BCR service or of any other amounts owed, there are no available funds for their payment in the current bank account/subaccount indicated by the Holder/ MultiCash/e-BCR Group Member, the Holder/MultiCash/e-BCR Group Member authorizes the Bank to automatically debit his current bank accounts/subaccounts in LEI /foreign currency open in its records with the corresponding amounts for such fees, until full payment thereof.

6.5. Holder/ MultiCash/e-BCR Group Member authorizes the Bank to carry out in its name and in its account, up to the limit of the due amounts, any foreign exchange transaction necessary to convert the amounts the Holder/ MultiCash/e-BCR Group Member has in his current bank accounts/subaccounts, into the currency these amounts will be charged;

6.6. The equivalent of an external device Vasco Token type requested by the Holder in compliance with art. 3.2.8. and art. 4.1.4. of these specific conditions is Euro 10.

6.7. The Holder shall be automatically deemed in payment default of the fees, taxes and charges owed to the Bank, at the established terms.

**7. Amendment and Termination of MultiCash/e-BCR service**

7.1. The Bank shall be entitled to modify contractual conditions by notifying the Client on hard copy by registered mail with acknowledgement of receipt or by electronic means, offering him the possibility to accept them or to give up the services offered by the Bank;

7.2. The Client has 30 calendar days since the notification receipt date, to analyze the new conditions and to announce the Bank his decision. Failure to notify his decision, within the above mentioned period, shall be considered as the Client's tacit acceptance of the new conditions.

7.3. The validity of this Multicash/e-BCR service shall cease:

- (a) in case one of the parties ceases to exist;
- (b) by termination as a result of one of the parties' culpable default of its obligations under these specific conditions. The interested party shall notify the party in default about the failure, as well as the available period to the party in default to remedy the inadequate fulfilment of contractual obligations. The date on which the defaulting party receives notification shall be considered the date of its placement in default, in compliance with the law. If within the time specified in the notice the defaulting party does not properly perform its contractual obligation, the other party shall be entitled to send a written notification stating the unilateral termination of these specific conditions;
- (c) by unilateral termination by the Bank in case of the Holder's failure to comply with its contractual obligation regarding the payment of fees and other amounts owed to the Bank under the Application-Contract and these specific conditions, the Holder shall be deemed to lapse the benefit of term (*decazut din beneficiul termenului*), by written notification of the Bank on unilateral termination. The Bank shall be entitled to decide, at its discretion, to grant the Holder a remedy period, in which case the Holder shall be notified about this granted remedy period; if the Holder fails to fully repay the amounts due to the Bank until the expiry of this granted remedy period, the Bank shall be entitled to declare unilateral termination;
- (d) by unilateral termination of the Agreement, with a 7 business days notice sent by the party requesting termination of the MultiCash/e-BCR service and these specific conditions.

## 8. Final provisions

8.1 The list with the cut-off times for bank transactions through the MultiCash/e-BCR service, together with the user guide for the MultiCash/e-BCR service, are published on the Bank's website ([www.bcr.ro](http://www.bcr.ro)).

# ANEXA 7 - TERMS AND CONDITIONS FOR THE UTILISATION OF ELECTRONIC BANKING SERVICES FOR LEGAL ENTITIES AND PERSONS WHO PERFORM INDEPENDENT ACTIVITIES (“TCUEB”)

## PART II - Internet Banking, Mobile Banking and Phone Banking Service: Click 24 Banking BCR, Touch 24 Banking BCR and Alo 24 Banking BCR

### 1. Definitions

- 1.1. **AML/CFT/KYC (Anti Money Laundering/Combating Financing of Terrorists/Know your Customer)** – prevention of money laundering, of terrorism financing and know-your-customer activity.
- 1.2. **BCR Token (or BCR eToken) Application** - software application for mobile phone which generates sole codes based on which the authorized User is identified and the Banking Transactions are authorized as conducted through Internet Banking, Mobile Banking and Phone Banking Service, securitized by a customized PIN code by the authorized User and which can be later change by him. BCR makes available to the authorized User the web address where BCR eToken Application can be downloaded from on the personal mobile phone. To download BCR eToken Application, the authorized User has to connect his mobile phone to internet. To use BCR eToken Application, the authorized use has to install and activate BCR eToken Application on his mobile by introducing the following personal data:
  - (a) **Authorization Code**, which is a confidential numerical code BCR made available to the Holder according to the Application-Contract, which the authorized User will use together with the series of BCR eToken Application and the Activation Code to activate BCR eToken Application, as well as to unblock it in case PIN was blocked.
  - (b) **Activation Code**, which is a confidential numerical code BCR made available to the Holder by a written message on mobile phone (SMS), which the authorized User will utilize together with BCR eToken Application and the Authorization Code to activate BCR eToken Application, as well as to unblock it in case PIN was blocked. The Activation Code has a determined validity. On the expiry of Activation Code validity, the authorized User can ask BCR, by means of BCR Contact Center to issue another Activation Code. Any change of Activation Code will be sent to the authorized User by SMS to the mobile phone number he mentioned in the Application-Contract. The Activation Code used to activate BCR eToken is valid for 0.5 hours since BCR sent it through BCR contact Center.
  - (c) **Series of BCR eToken**, which is a confidential numerical code BCR made available to the Holder according to the Application-Contract which the authorized User will use together with the Authorization Code and the Activation Code to activate BCR eToken Application, as well as to unblock it in case PIN was blocked.
- 1.3. **Payment beneficiary** – expected addressee of the funds which made the object of a payment operation.
- 1.4. **Application-Contract** - means any of (i) the Application-contract for accessing the Internet Banking, Mobile Banking and Phone Banking service, and (ii) the Application-Contract for contracting of banking products and services
- 1.5. **Consent** – authorization to perform a Banking Transaction or a series of Banking Transactions as agreed between the Holder and BCR.
- 1.6. **Contact Center BCR** – communication center with BCR, made available non-stop to the Holder and Authorized User on the telephone number 0800.801.BCR (0800.801.227), callable from any national network.
- 1.7. **Cut Off Time** - moment in time specified by the Bank until which an order has to be sent by the Authorized User so that the order processing can be performed during the same calendar day.
- 1.8. **Anniversary date** - represents the calendar day marking each month the activation date of the Internet Banking, Mobile Banking and Phone Banking Service.
- 1.9. **Holder** - the client, legal person/person who performs independent activities contracting Internet Banking, Mobile Banking and Phone Banking Service.
- 1.10. **Digital Signature (DS)** - unique code generated by Token by selecting key 3 or by eToken BCR Application according to the instructions of that application and through which the operations conducted through Internet Banking are authorized.
- 1.11. **Salary rights**- rights such as salaries, pensions, state allowances for underage, dividends, etc.
- 1.12. **Security Elements** – elements of identifying and expressing the Consent which the Authorized User receives from BCR and which are required for the use of Internet Banking, Mobile Banking and Phone Banking Service. Depending on functionalities, they can be the Token, BCR eToken Application, series of BCR eToken, activation code of BCR eToken, authorization code of BCR eToken, PIN, Password, One Time Password, Digital Signature, User name, Secret Question and Answer.
- 1.13. **Unavailability of Internet Banking, Mobile Banking and Phone Banking Service** – periods of time during which the Service Internet Banking, Mobile Banking and Phone Banking cannot be accessed or used due to the performance of some maintenance works on the systems in view of improving the

quality of offered services.

- 1.14. **Secret question and answer** – represents a security measure requested by the Bank when granting the use rights to the authorized User of the Internet Banking, Mobile Banking and Phone Banking Service. This measure is used to identify the Authorized User at the moment of his interaction with BCR technical support office (BCR Technical Support) in view of performing the requested operations (for instance, but without being limited to: PIN unblocking, OTP unblocking, DS unblocking due to the Holder's wrong use of BCR Token/eToken, etc.).
- 1.15. **IVR (Interactive Voice Response)** – advanced system of treating the calls allowing the Holders by pressing the keys on a phone to choose one of the above mentioned options in a voice type environment. Depending on the chosen key, the Holder can perform an operation only by following the menu or is directed to a specialized operator.
- 1.16. **Electronic communication means** – for instance, but without being limited to e-mail, mobile phone (voice and/or text and/or image, SMS, WAP), fax, etc.
- 1.17. **User name** - is received by the Holder when buying the Internet Banking, Mobile Banking and Phone Banking Service and represents an identification number made of 8 digits the User will use, together with OTP code to access the Internet Banking, Mobile Banking and Phone Banking Service.
- 1.18. **One Time Password (OTP)** – unique code generated by Token by selecting key 1 or by eToken BCR application according to the instructions of that application and through which the Holder is identified in Internet Banking, Mobile Banking and Phone Banking applications, as well as the operations conducted through Phone Banking are authorized.
- 1.19. **Banking operations conducted through Internet Banking, Mobile Banking and Phone Banking Service** – include getting customized information on current bank account active for 24 Banking BCR service, as well as transactions performance from/into the current bank account active through alternative channels (Internet Banking, Mobile Banking and Phone Banking).
- 1.20. **Payment order** – any instruction given by the Holder to the Bank requesting the performance of a payment operation.
- 1.21. **Password** - individual secret code used by the Authorized User to access Internet Banking, Mobile Banking and Phone Banking Service. The Authorized User will receive from BCR the Password by a written message (SMS) on his land line of mobile phone. After being identified through Password, the Banking Transactions performed by the Authorized User can be authorized with no need to introduce an additional password. The Password is valid for a determined period and on its expiry BCR will send a new password to the authorized User. During the supply of Internet Banking, Mobile Banking and Phone Banking Service, the authorized User can ask the Password change by: calling BCR Contact Center or by means of Internet Banking application. Any change of Password will be transmitted to the authorized User by SMS to the telephone number stipulated by him in the Application- Contract.
- 1.22. **PIN (Personal Identification Number)** – a numerical code (made of 4 digits) with confidential character, used as a link between a system and its used and used for identification in the system. The Authorized User sets up his PIN code for BCR Token/eToken when buying the Internet Banking, Mobile Banking and Phone Banking Service or later. The PIN code is personalized by the Authorized User, the User's access to the use of BCR Token/eToken being allowed only after PIN code insertion.
- 1.23. **Phone Banking (PhB)** – component of Internet Banking, Mobile Banking and Phone Banking Service through which the Holders can conduct by phone various operations from current bank accounts activated for this component whose commercial name is Alo 24 Banking BCR; Internet Banking (IB) - component of Internet Banking, Mobile Banking and Phone Banking Service through which the Holders can conduct by internet various operations from current bank accounts activated for this component whose commercial name is Click 24 Banking BCR; Mobile Banking (MB) - component of Internet Banking, Mobile Banking and Phone Banking Service through which the Holders can conduct by an internet connected smartphone or tablet, with Android or iOS operating system, various operations from current bank accounts activated for this component whose commercial name is Touch 24 Banking BCR.
- 1.24. **Banking Services** - any banking products and services offered to the Holder by BCR.
- 1.25. **Banking Transaction** - any banking operation or transaction initiated based on the Application-Contract for BCR supply of Internet Banking, Mobile Banking and Phone Banking Service.
- 1.26. **Token** – device allowing the Holder to identify himself and authorize the transactions performed through Internet Banking, Mobile Banking and Phone Banking Service. The device is handed over to the Authorized User by the bank's employee from the BCR's unit where the Holder requested to buy the Internet Banking, Mobile Banking and Phone Banking Service and it generates unique codes based on which the Holder is identified and the transactions are authorized through Internet Banking, Mobile Banking and Phone Banking Service. The Token device is securitized by a PIN code customized by the Authorized User and which can be changed.
- 1.27. **Authorized User** – the natural person recognized and accepted by the Holder as authorized user, specifically mandated in the name and on behalf of the Holder, according to the mandate specified in the Application-Contract, which expressly grants the empowerment to receive/deliver/use of BCR Token/eToken and for performing operations with unlimited rights from/through the current accounts



the Holder has with BCR, including the unlimited use of the funds existing in the Holder's current bank accounts and of all operations granted through the Application-Contract, his signature being opposable to the Holder and authorized by the Bank by provision of some identification elements. The Holder can appoint a single Authorized User for the Internet Banking, Mobile Banking and Phone Banking Service. The empowerment of a person as Authorized User remains valid for the whole period of the Application- Contract, until the Bank receives the written notification on its revocation, termination (from whatever reasons, including by mandate expiry or in any other way) or its modification, according to these specific conditions.

1.28. **Business day** - a day in which the supplier of payment services of the Holder involved in the performance of a payment operation is conducting the activity allowing the performance of payment operations.

## 2. Object of the Internet Banking, Mobile Banking and Phone Banking Service

2.1. Through the Internet Banking, Mobile Banking and Phone Banking Service, the Holder has the possibility to benefit of the Banking Services and functionalities through internet or communication by phone, depending on the type of access granted to an Authorized User, as follows:

(a) Access with User Name and Password allows: getting personalized information on current bank accounts active for Banking, Mobile Banking and Phone Banking Service; intra-banking transfers in LEI and foreign currency between own current bank accounts, executed on current date or scheduled for a future date (with/without cyclicity) and intra/inter-banking transfers to third parties only for payments to BCR pre-set Beneficiaries, executed on current date or scheduled for a future date (with/without cyclicity); setting up and change of templates for Direct Debit payments; opening, feeding, closing deposits on term and investment accounts/liquidities sale (for legal persons, without self-employed individuals) or saving accounts (in case of self-employed individuals), foreign currency exchange operations; management of certain data of the Holder for whose change there is no need of original documents, respectively for which BCR does not specifically request the Holder's written application/accord; change of the phone number to which the Password is sent; Password change.

(b) Access with User Name and OTP code, which, in addition to Banking Services and functionalities specified in point (a) above, also allows: intra/inter-banking transfers in LEI and foreign currency for all types of current bank accounts, executed on current date or scheduled for a future date (with/without cyclicity); cyclic scheduled payments (Standing Order); management of own trading limits; multiple payments consisting in sending inter-banking payment files in LEI and foreign currency and Interbanking ones in LEI in a format agreed by the Bank (impossible operation for PDAI); activation of access with User Name and Password.

2.2. The general terms and conditions of the products, except those provided in the TCGA, which can be traded through the Internet Banking, Mobile Banking and Phone Banking Service are attached to these specific conditions.

2.3. The Bank can introduce in the future new functionalities of the operations conducted through Internet Banking, Mobile Banking and Phone Banking Service, in compliance with the provisions of the present specific conditions:

(a) opening current bank account or sub-account;

(b) debit card attachment to an existing current bank account.

The functionalities the Bank will develop for Internet Banking, Mobile Banking and Phone Banking Service will be gradually made available to the Holder together with the operating conditions related to each product/service newly introduced, starting the date the Holder will be announced about their activation according to Art. 7 *Amendments*.

## 3. General Conditions

3.1. Internet Banking, Mobile Banking and Phone Banking BCR Service is addressed to legal persons and self-employed individuals. The service has three components/channels: Internet Banking, Mobile Banking and Phone Banking.

(a) Phone Banking component allows the authorized User to make transactions and get personalized information on current bank account activated for this component of Internet Banking, Mobile Banking and Phone Banking Service, respectively by calling by phone a BCR Contact Center. The banking operations from/into current bank accounts activated for Phone Banking component can be performed through a Contact Center specialist. The operations ordered by phone to a Contact Center specialist are performed only upon the express request of the Authorized User and only during the conversation on the phone with him. All instructions given by the Authorized User to Contact Center specialist are processed by the latter in Phone Banking application.

(b) Internet Banking component allows the authorized User to make transactions and get personalized information on current bank account activated for this component of Internet Banking, Mobile Banking and Phone Banking Service. The operations are directly initiated by the authorized User by means of the application made available by the Bank on internet, the Authorized Users access to Internet Banking Service being done through the dedicated zone on BCR portal.

3.2. The Holder, through the Authorized User, can benefit both of the existing functionalities of Internet



Banking, Mobile Banking and Phone Banking Service, and on those the Bank will implement in the future.

- 3.3. Due to justified reasons, the Bank can decide to change the BCR Token/eToken. In that case, the authorized User will sign a Minutes specifying both the series of the delivered Token/series of BCR eToken application, and of the received Token/series of BCR eToken application.
- 3.4. The Authorized User can get personalized information on current bank accounts active for Banking, Mobile Banking and Phone Banking Service and can conduct Banking Transactions from these accounts. The Internet Banking, Mobile Banking and Phone Banking Service becomes active on the signing moment of the Application-Contract.
- 3.5. The Holder and the authorized User accept and agree that the Bank records their phone call for the use of Phone Banking component. The Holder and the Authorized User are aware and agree that all calls are recorded. The phone recording can be used as evidence in court in case of litigation between the parties.
- 3.6. The Holder and the authorized User represent that they acknowledge and agree that the operations conducted through Phone Banking component are operated through the Bank or through a company under outsourcing contract with the Bank and which can have access to some information of banking secret nature strictly required to the achievement of operations the authorized User ordered by phone, as well as the respective company can process for and in BCR name the personal data of the authorized User, in compliance of the provisions of Law no. 677/2001 for the persons protection regarding personal data processing and the free circulation of such data, with all further amendments ("Law no. 677/2001").
- 3.7. The Bank is not liable for the use of Internet Banking, Mobile Banking and Phone Banking Service by another person than the authorized User of this service.
- 3.8. The Holder can change the Authorized User by a written application addressed to the territorial unit where he contracted the Internet Banking, Mobile Banking and Phone Banking Service and to appoint a new authorized User. The Bank will revoke the Authorized User on the application reception date. The Bank reserves the right to approve or not the appointment of the new Authorized User. In case of approval, an addendum will be signed.
- 3.9. The Authorized User can conduct banking operations through Phone Banking Service only during the phone conversation with BCR Contact Center specialist.
- 3.10. If during the phone conversation between BCR Contact Center specialist and the authorized User or during the use of Internet Banking application an event occurs leading to the call/session cut off before signing the operation, the respective operation will not be deemed as confirmed by both sides and consequently, the Bank will not process the instructions. The authorized User can use the Internet Banking, Mobile Banking and Phone Banking Service to reinitiate the desired operation and finish it in optimal conditions.
- 3.11. The payment orders scheduled with/without cyclicity will be automatically executed by the system, with no need for a later processing; the Holder has to make sure that on the date the initiated payment order is initiated there are sufficient available funds in his account to allow the transaction execution; the payment orders without cyclicity initiated through Internet Banking, Mobile Banking and Phone Banking Service cannot be cancelled in BCR units. The payment orders scheduled without cyclicity, Interbanking in foreign currency or international in LEI cannot be changed but only cancelled. The payment orders scheduled with cyclicity can only be cancelled by maximum 24 hours before the execution date or on the execution date if they have daily recurrence.
- 3.12. The transactions conducted through Internet Banking, Mobile Banking and Phone Banking Service are initiated in real time and with immediate impact on the Holder's current bank account balances, and can no longer be revoked after the requested operations authorization, except for the payment orders scheduled with/without cyclicity, which can be changed according to item 3.14 below. Banking operations are registered according to the following Cut-Off-Time hours:
  - (a) Setting up/liquidation of deposits and setting up/liquidation of investment accounts/liquidities sale/saving accounts Ideal Micro BCR/Maxicont PDAI BCR – 20:00 hours. After 20:00 hours, any operation received by the Bank is executed on the following calendar day, within the limit of available balance related to the account from which the operation is conducted.
  - (b) The authorized User will initiate the repayment of credit instalments through Internet Banking, Mobile Banking and Phone Banking Service by at least one calendar day before the instalment due date.
  - (c) The intra-banking and inter-banking payment orders in foreign currency or in LEI are processed the debited in the account of the paying client on their reception date if transmitted and received within the Bank operating hours.
  - (d) The payment orders in foreign currency or in LEI received after the closing of the Bank working hours can be processed on the reception date within the limit of available resources.
  - (e) Inter-banking payment orders in foreign currency processed and debited on reception date will be executed with the currency date in the next banking day; in case they are received after the Bank working hours, they will be processed and debited on the next banking date with the currency date

- in the next banking day.
- (f) The authorized User have to make sure that both on the date he orders the payment, and on the date of its debiting there are enough funds in the account from which it is ordered to make the transfer and to draw the related fees; if not, the payment will be cancelled.
  - (g) The Bank will observe the processing time limits stipulated in point 3.12 above if the data provided in the payment order is complete, correct and compliant with legal regulations regarding currency regime, as well as with the regulations applicable to AML/KYC/CFT field.
- 3.13. In case of a transaction confirmed by the authorized User by Consent, all data the Authorized User sent to the Bank is regarded as correct.
- 3.14. In case of three times wrong introduction of the sole codes generated by BCR Token/eToken or of the Password, the access of authorized User to Internet Banking, Mobile Banking and Phone Banking Service will be blocked.
- 3.15. All accounts the Holder had before buying Internet Banking, Mobile Banking and Phone Banking Service and those the Holder opened with BCR on the moment or later of buying Internet Banking, Mobile Banking and Phone Banking Service will be automatically activated for the use of this service, through its three components: Internet Banking, Mobile Banking and Phone Banking.
- 3.16. The Holder can deactivate at any moment the current bank accounts activated for the use of Internet Banking, Mobile Banking and Phone Banking Service at BCR unit where he contracted this service, by the Holder's written application including IBAN codes or the account numbers he no longer want to use through Internet Banking, Mobile Banking and Phone Banking Service. At the reception moment of the Holder's written request, BCR territorial unit will deactivate the accounts. The authorized User can request the accounts deactivation through Internet Banking, Mobile Banking and Phone Banking Service, to the extent such functionality is implemented.
- 3.17. Reactivation of current bank accounts by the Holder after the deactivation request of their availability through the Service Internet Banking, Mobile Banking and Phone Banking, can be done at any moment from BCR unit where he contracted the Service Internet Banking, Mobile Banking and Phone Banking, by the Holder's written request. The respective territorial unit will reactivate the accounts the moment it receives the Holder's written request.
- 3.18. The maximum value of transactions the authorized User can order to other beneficiaries is of EUR 50,000 per transaction in LEI equivalent, at NBR exchange rate through Phone Banking and EUR 100,000 per transaction in LEI equivalent, at NBR exchange rate through Internet Banking and Mobile Banking, valid on the operation day. The maximum values can be changed within this limit by the Holder's order through a call to Alo 24 Banking BCR.
- 3.19. The amount is fully transferred and on the transfer moment, the authorized User can choose the following variants of commissions: SHA (a commissioning way for international transactions in LEI and inter-banking transactions in foreign currency, according to which the commission of payer's bank is borne by him and the commission of the beneficiary's bank is borne by the beneficiary) or OUR (a commissioning way for inter-banking transactions in foreign currency, or international transactions in LEI according to which the commissions of all banks on the payment route are borne by the payer). The secured OUR commission is charged on the payment moment, apart from the transferred amount and BCR commission for the issued payment orders. All the commissions related to payments will be charged separately from the transferred amount.
- 3.20. Phone Banking Service is available daily, 24/7, specifying that Phone Banking application can have periods of unavailability due to technical reasons of systems maintenance and improvement of offered services, announced according to item 9.3. below.
- 3.21. The telephone numbers to access Phone Banking service are:
- 0800.801.BCR (0800.801.227) callable for free from all national networks
  - 021/407.42.00 (callable from any network, including from abroad)
- 3.22. Internet and Mobile Banking Service is available daily, 24/7, specifying that Internet Banking and Mobile Banking can have periods of unavailability due to technical reasons of systems maintenance and improvement of offered services, announced according to item 9.3. below.
- 3.23. Internet Banking Service can be accessed using the following address: [www.bcr.ro](http://www.bcr.ro)
- 3.24. For the use of Internet Banking, Mobile Banking and Phone Banking Service, the Bank offers technical support through BCR Technical Support. The technical support is available daily, 24/7 through the following channels:
- (a) by phone at the following numbers:
    - 0800.801.BCR (0800.801.227) callable for free from all national networks
    - 021/407.42.00 (callable from any network, including from abroad)
  - (b) by e-mail to the address [suport.direct@bcr.ro](mailto:suport.direct@bcr.ro)
- 3.25. The exchange rate for the foreign currency exchange operations is the rate set up by BCR, directly accessible from Internet Banking application and communicated by Contact Center specialist for Phone Banking. By ordering such types of operations through the Service Internet Banking, Mobile Banking and Phone Banking, the authorized User agrees, in the name and on the account of the Holder with the exchange rates communicated by Contact Center specialist for Phone Banking or

displayed in Mobile Banking and Internet Banking applications.

- 3.26. The Bank can communicate with the authorized User through the Service Internet Banking, Mobile Banking and Phone Banking and send him messages and contractual notifications. In his turn, the Authorized User can send messages to the Bank through the Service Internet Banking, Mobile Banking and Phone Banking. The messages the Bank sends through the Service Internet Banking, Mobile Banking and Phone Banking are regarded received by the authorized User the moment they are available to the authorized User.
- 3.27. In case one of the components of Internet Banking, Mobile Banking and Phone Banking Service is not available (either due to the temporary inactivation of the service from the Bank initiative, or due to some technical problems provoked by a third services supplier, etc.), the Authorized User can still use the functional component of this service, during its specific working hours. In case all three components of the service are unavailable, (either due to the temporary inactivation of the service from the Bank initiative, or due to some technical problems provoked by a third services supplier, etc.), the Authorized User can address to a Bank unit to perform the operations.
- 3.28. The Bank makes available to clients in public institutions category, the component Internet Banking for the use of special account (identified by 2621.B11) exclusively to initiate payment operations for the payment of Salary rights to their employees. The initiation of any other type of operation through this account is not allowed and will be regarded as a breach of the present specific conditions, entitling the Bank to unilaterally terminate the Application-Contract and these specific conditions, without notice of default and with no other formalities, but only sending to the Holder a written notification of unilateral termination.
- 3.29. The mandate entrusted to the Bank according to the Application-Contract provisions will remain in force for the whole operating period of the Internet Banking, Mobile Banking and Phone Banking Service, the provisions of art. 2.015 of Civil Code being not applicable to it.
- 3.30. The Authorized User cannot simultaneously hold the Token and eToken BCR application, but can simultaneously have the Password and any of the Token and eToken BCR.

#### **4. Commissions**

- 4.1. The monthly use commission related to Internet Banking, Mobile Banking and Phone Banking Service is automatically charged from the current bank account specified by the Holder/authorized User on the anniversary Date of that service activation, proportionally to the period of time the Service Internet Banking, Mobile Banking and Phone Banking was active. The calculation of commissions, taxes, and charges in LEI equivalent is made at NBR exchange rate valid for their accounting record. The Bank is automatically taking from the account the transactions are made from the commissions, taxes and charges due for the operations conducted and services provided to the Holder.
- 4.2. The operations conducted through the Internet Banking, Mobile Banking and Phone Banking Service will be commissioned according to BCR Standard Tariff of Commissions in force on operations date.
- 4.3. If the account stipulated by the Holder/authorized User for commission debiting there is no cash available, the Bank is entitled to recover the commission for Token/eToken BCR from the other current bank accounts of the Holder where there is cash available. In this sense, the Holder mandates the Bank by the present specific conditions to perform the required operations by currency conversion.
- 4.4. The Bank has the right to unilaterally change the Commissions Tariff at any moment during the Application-Contract. The Commissions Tariff is made available to the Holder at the premise of any BCR Territorial Unit. The costs related to the use of phone line and access to internet for the use of Internet Banking, Mobile Banking and Phone Banking Service are borne by the Holder.
- 4.5. The commissions charged for the Internet Banking, Mobile Banking and Phone Banking Service are exempted from VAT.
- 4.6. The Holder is rightfully in delay in meeting his payment obligations to the Bank simply if the terms provided in these specific conditions are reached.

#### **5. Rights and obligations of the Parties**

##### **5.1. Rights and obligations of the Bank**

5.1.1. The Bank undertakes to:

- (a) execute exactly the instructions of authorized User sent based on the Application-Contract and these specific conditions during the working hours set up for each separate type of operation.
- (b) not to disclose to unauthorized persons the Security Elements or any other similar confidential information within the limit of the law.
- (c) immediately block the access after BCR Technical Support within the Contact Center received the call.
- (d) to preserve confidentiality of operations conducted by the Authorized User through Internet Banking, Mobile Banking and Phone Banking Service and to comply with the provisions of Law no. 677/2001 .

5.1.2. The Bank has the right to:

- (a) make investigations regarding the filled in data, according to legal conditions;
- (b) take the following measures:
  - i. to refuse, with no need for any previous legal formalities/endorsement, the performance of

- an operation through Internet Banking, Mobile Banking and Phone Banking Service in case the Bank thinks fraudulent transactions were done.
- ii. to act according to legal provisions to recover the damages generated by the abusive or fraudulent use of this service.
  - iii. it is entitled to make any verifications, to request and obtain any information about the Holder and the Authorized User in the execution of the Application-Contract and these specific conditions, from any competent authority, public register, archive, electronic database or entitled body to hold such information. All costs related to the inquiry of these data bases, as well as any charges, commissions and related taxes, including postal taxes are and remain in the Holder's charge, the Bank being authorized to automatically debit any current bank account of the Holder opened with the Bank and to convert any amounts from the Holder's accounts in view of covering such expenses, according to the Standard Tariff of Commissions.
  - iv. the Bank will refuse to process and settle the transactions conducted by the authorized User through Internet Banking, Mobile Banking and Phone Banking Service if there is not cash available in the Holder's current bank account to settle the operations and pay the commissions and charges due to the Bank or if the transmitted data are wrong, incomplete or non-compliant.
  - v. the Bank debits the specified Holder's current bank account by the value of commissions charged for the use of Internet Banking, Mobile Banking and Phone Banking Service, including by the commission for Token/eToken BCR, if the case. If the specified Holder's current bank account for commission debiting has no cash available, the Bank will recover the commissions, including the commission for Token/eToken BCR from the other current bank accounts of the Holder which have cash available. The commission is charged in the currency of the current bank account debited by the LEI equivalent value of commission, at NBR exchange rate at the debiting moment. In this sense, the Holder mandates the Bank to conduct the required operations for currency conversion.
  - vi. the Bank will close the Internet Banking, Mobile Banking and Phone Banking Service if the account from which the Bank draws the commissions related to this service turns inactive or shows insufficient balance. In case of an insufficient balance, the Internet Banking, Mobile Banking and Phone Banking Service will be closed on the immediate next day after the anniversary Date of the third month in which the Bank could not draw its commission.

## **5.2. Rights and obligations of the Holder**

5.2.1. The Holder and the authorized User confirm they acknowledge and understand that the authorized User expresses his Consent for the performance of Banking Transactions by:

- (a) verbal confirmation the authorized User gives by phone, in case the access of the authorized User to the respective Banking Transaction is allowed both by User Name and Password, and by User Name and OTP code, respectively confirmation by inserting OTP code, in case the access of the authorized User to the respective Banking Transaction is allowed only by User Name and OTP code, depending on the agreed type of access;
- (b) pushing the button "Finish operation", with no need to insert an additional password, in case the access of the authorized User to the respective Banking Transaction is allowed both by User Name and Password, and by User Name and OTP code, respectively by introducing DS code, case in which the access of the authorized User to the respective Banking Transaction is allowed only by User Name and OTP code, depending on the agreed type of access.

5.2.2. At the Application-Contract signing moment, the Holder is bound to make available to the Bank his contact data the Bank will further use to send notifications. The change of identification data of the Holder and the Authorized User are performed on the Holder's own responsibility, in compliance of legal regulations in force. The Holder has to notify the Bank in writing about the change of the personal data of the Authorized User and about any changes occurred in the Holder's legal status, within 5 days since the occurrence of any change. The Bank is not liable for the failure to announce the change of identification data/legal status of the Holder, and therefore the Bank notifications are regarded as validly made at the last address notified by the Holder.

5.2.3. The Holder and the Authorized User are in charge of keeping safe the Security Elements.

5.2.4. The Holder and the Authorized User undertake to notify the operating conditions of the requested products and the quantum of commissions, taxes and charges in force for the operations requested through the Internet Banking, Mobile Banking and Phone Banking Service before the performance of any operation.

5.2.5. The Holder and the authorized User undertake to take measures to protect the Security Elements and to notify the Bank at Technical Support office, according to item 3.24. above immediately they find out that:

- (a) the Authorized User registered in the current bank accounts activated for the Internet Banking, Mobile Banking and Phone Banking Service some unauthorized transactions;
- (b) Any error or irregularity occurred in the Bank management of the current bank account;



- (c) Elements generating suspicions on the possibility that unauthorized persons hold the Security Elements;
- (d) Dysfunctionalities of Token/ eToken BCR or other incorrect identification data;
- (e) The loss, theft, destruction, use without right of Security Elements; or
- (f) Any other unauthorized use of them

5.2.6. The Holder and the Authorized User undertake:

- (a) not to disclose to unauthorized persons and/or to record the Security Elements in a recognizable form;
- (b) not to alienate the Security Elements;
- (c) not to revoke the transactions initiated through this service after expressing the Consent, unless the payment orders scheduled with/without cyclicity were changed/cancelled in due time – by minimum 24 hours before execution;
- (d) to recognize the Bank's property over the Token/eToken BCR, the Authorized User having only a use right over the Token/eToken BCR, in the name and on the account of the Holder;
- (e) to conduct operations only within the available balance of the current bank accounts activated for Internet Banking, Mobile Banking and Phone Banking Service.
- (f) to change PIN code for Token/eToken BCR in case there are suspicions that is known by unauthorized persons;
- (g) to present within 30 days the justifying documents related to the performed operations when the Bank thinks necessary to ask them in view of making them compliant with the applicable legislation;
- (h) to use the Internet Banking, Mobile Banking and Phone Banking Service according to its operating conditions;
- (i) to comply with the structure of payments file notified by the Bank for multiple payment operations, including for operations for money rights payment;
- (j) to comply with NBR Norm no. 26/12.12.2006 regarding statistical data reporting for the elaboration of payments balance, with further amendments and completions.

5.2.7. Until the Bank notifies the events stipulated in item 5.2.5 and item 5.2.6, the Holder is liable for all conducted operations and will bear all the losses related to such operations up to the limit of LEI equivalent of EUR 150, at the exchange rate announced by the National Bank of Romania for the day the operations regarded as fraudulent were performed. The Holder is fully liable to cover the losses if he is proved to have intentionally acted and/or negligently, abusively, incompliantly with the provisions of item 5.2.5 and 5.2.6 and/or fraudulently. If the Holder/Authorized User does not receive in maximum 24 hours the confirmation checking in this sense the status of the operation performed through Internet Banking, Mobile Banking and Phone Banking Service, he can check up the performance of the respective operation by accessing again later the Internet Banking, Mobile Banking and Phone Banking Service or by requesting an account statement issued by BCR unit where he contracted the service.

5.2.8. The Holder is bound to immediately inform the Bank if the mandate granted to the Authorized User is changed for the use of Internet Banking, Mobile Banking and Phone Banking Service and to present the Bank the relevant supporting documents for the change of the mandate.

5.2.9. In case the Holder does not receive in maximum 24 hours the confirmation for the banking operation performed through the Internet Banking, Mobile Banking and Phone Banking Service, he can verify the respective operation performance by accessing again later the service or by requesting an account statement from the territorial unit.

5.2.10. The Holder has the right to:

- (a) ask and obtain from the Bank information on the transactions performed or on his current bank account/accounts status.
- (b) to request the access blockage to the Internet Banking, Mobile Banking and Phone Banking Service by calling a BCR Contact Center.
- (c) to contest in writing at BCR units the possible transactions he does not recognize. In case the Holder challenges the transactions conducted through the Internet Banking, Mobile Banking and Phone Banking Service, the Bank will initiate an investigation if the contestation is forwarded within maximum 10 days since the operation is shown in the account statement. If the investigation revealed that the recorded error is due to the Holder/his Authorized User, the Holder will be charged by the transaction investigation commission, according to the Standard Tariff of Commissions. The Bank will provide an answer related to the conducted investigation within 30 days. If the investigation showed that the error was registered due to the Bank, the Bank would make all the required efforts to reconcile the operations and return the amount related to the transaction and the commissions charged for that.

According to the provisions of Law no. 677/2001, the Authorized User authorizes the Bank to process and store his personal data obtained based on the forms, statements and any kind of documents in view of conducting financial-banking activities and of recovering the receivables by notifications of any kind (electronic or on paper).

## 6. Parties' liability

### 6.1. The Holder/ Authorized User are liable for:

- (a) the correctness of information sent to the Bank, as well as for getting it in view of performing the operations;
- (b) keeping the Security Elements after receiving them. The Holder will bear all losses and risks derived from the disclosure to or use by third parties of the Security Elements; and
- (c) the correctness of the following information sent to the Bank for transactions performance: (i) beneficiary's account number in IBAN format; (ii) beneficiary's account number for transfers to the countries which did not adhere to IBAN; (iii) BIC of beneficiary bank; (iv) name and address of beneficiary's bank (in case the beneficiary's bank does not have BIC, provide its full name and address, maybe accompanied by the national clearing code); (v) the national clearing code – to fill in the type and number of the national clearing code of the various national payment systems which did not adhere to IBAN; (vi) beneficiary's surname and name, his personal identification number or CUI (fiscal registration code); (vii) beneficiary's address; (viii) the amount to be sent; (ix) the transfer currency; (x) payment details; (xi) payment date; and (xii) specific data requested by the payment beneficiary/Treasury.

### 6.2. The Bank is liable for:

- (a) the value of unauthorized transactions the Authorized User has performed if he is proved to have acted in ill faith or fraudulently, as well as for any error or irregularity made by the Bank in managing the Holder's accounts and only within the limit of the actual loss suffered due to the transaction;
- (b) the failure to execute or the inadequate execution of the transactions ordered by the Authorized User; and
- (c) the value of transactions initiated after the Holder or the Authorized User have announced the loss/theft/destruction/blockage/compromise/wrong operation of the Security Elements or the possibility they were copied or known by unauthorized persons, on condition the Holder or the Authorized User had not acted in ill faith and/or caused on purpose the respective dysfunctionality.

### 6.3. The Bank is not liable:

- (a) in case it is proved to have acted according to the provisions of the present TCUEB or that the Authorized User sent wrong instructions.
- (b) for the amounts paid to another beneficiary due to the error of the Authorized User. If the Authorized User transmits wrong information regarding the payment beneficiary, the Bank is not obliged to give the Holder/Authorized User correct information on the payment beneficiary and consequently, cannot be held liable for the transaction counter value conducted in this sense.
- (c) for the operations which cannot be honored due to the lack of cash available or to insufficient funds in the Holder's account, errors in filling in the forms, wrong or conflicting information sent by the Authorized User, illegal operations.
- (d) for the transactions validly conducted by the Authorized User which are later contested by him.
- (e) for the execution of an authorized instruction on a certain banking day, if the respective authorized instruction is not received by the Bank before the deadline for payments processing of the respective banking day, according to item 3.12. If the authorized instruction is received by the Bank after the deadline for payments processing, it will be executed according to item 3.12. The deadline for payments processing is notified to the client directly at the premise of any BCR territorial unit or by phone calling the numbers of InfoBCR.
- (f) for operations performance by the fraudulent/abusive use of Security Elements until BCR is notified by the Holder or Authorized User, according to item 5.2.10(b).
- (g) for the possible penalties, interest the Holder is due to the payment beneficiary in case the Authorized User does not initiate the payment in time, considering the number of required days to make the banking settlement as displayed at the premises of territorial units/on the bank website;
- (h) for the consequences on the Holder caused by the interruption of one of the components of Internet Banking, Mobile Banking and Phone Banking Service, the transactions which were not executed or were wrongly executed due to abnormal and unpredictable circumstances, beyond the control of the person invoking them or due to a third services supplier and whose consequences could not have been avoided despite all diligences made to this end or in case the Bank or another services supplier are obliged to observe other legislative provisions.
- (i) for the foreign currency or the losses resulting from the currency exchange performed in the origin country of the correspondent bank actually executing the operation ordered by the Authorized User and which is subject to the law of the respective place.
- (j) for the losses resulting from the fact that the Holder performed banking operations to countries under international sanctions which might imply the risk of blockage/sequester/partial return of the traded amount by the correspondent banks, the Holder taking in full such a risk.

## 7. Amendments

### 7.1. During the Application-Contract and these specific conditions, BCR has the right to unilaterally change the clauses of the present specific conditions, directly by a notification sent to the Holder or through the



Authorized User, according to Clause 9 of the present specific conditions:

- (a) the clauses of the present specific conditions will be communicated to the Authorized User by a notification sent by at least 15 calendar days before the proposed date for their enforcement. The changes will be regarded accepted by the Holder and will come into force on the term specified in notification, unless, before their enforcement, the Holder notifies BCR in writing, at the premise of any Banking Unit his refuse to accept the respective changes. In that case, the Holder has the right to unilaterally denounce the present specific conditions, immediately and without any other additional costs. This unilateral denouncement is conditioned by the payment in full by the Holder of all amounts due to BCR based on the present specific conditions, until the service termination;
- (b) the provisions of item 7.1. (a) above will not be applicable if the Holder and BCR conclude an addendum regarding the change of the present specific conditions, such changes coming into force on the date specified in the respective addendum or, if the addendum does not specify a date for the agreed changes coming into force, since the signing date of the respective addendum by the Holder and BCR.
- (c) If the changes of the present specific conditions are imposed by a regulatory document, they will be regarded accepted by the Holder and will become applicable according to the relevant provisions of the applicable regulatory document.

## **8. Termination of Internet Banking, Mobile Banking and Phone Banking Service**

- 8.1. The Holder has the right to unilaterally denounce/terminate it by a written notification by 15 days before addressed to BCR unit where he contracted the Service Internet Banking, Mobile Banking and Phone Banking, on condition to return the Token or to pay the commission for it, in cases and on conditions described at item 8.2. below.
- 8.2. The Bank has the right to unilaterally denounce the present specific conditions in the following cases and conditions:
  - (a) if the Holder closed all Banking Services and functionalities he benefitted of based on the present specific conditions;
  - (b) in case BCR is confronted with or reasonably thinks it might be confronted with a significant reputation risk due to the continuation of the contractual relation with the Holder and/or authorized User;
  - (c) in case the Holder and/or authorized User repeatedly breached the contractual obligations assumed based on the present specific conditions, even if of small significance, or in case of an undoubtedly shown intention towards BCR not to accomplish any of these obligations.
- 8.3. In any case, the obligations of the Holder and/or authorized User, as well as BCR rights derived from the present specific conditions will remain in force and will produce full effects until the Holder pays in full all the amounts due to BCR and returns any payment instruments (Token, etc.) related to their conclusion, execution and termination.
- 8.4. The present specific conditions rightfully cease their validity, without any notice of default and any other formality:
  - (a) In case one of the parties cease to exist, except for the death of authorized User;
  - (b) In case of closing the access to Internet Banking, Mobile Banking and Phone Banking Service if the Holder does not meet his payment obligations of commissions and of the other amounts due to BCR, by unilateral termination notified in writing to the Holder, without any notice of default and any other formality. BCR can decide, subject to its own discretion, to grant the holder a remedy term, in which case it will notify the Holder on the granted remedy term. If the Holder does not repay in full the amounts due to BCR until the expiry of the granted remedy term, BCR can declare the unilateral termination.
  - (c) On the closing date of the main account of the Holder used to pay taxes, charges and commissions for the use of Internet Banking, Mobile Banking și Phone Banking Service.
- 8.5. On closing the Service Internet Banking, Mobile Banking and Phone Banking:
  - (a) any other Banking Services and functionalities purchased/open based on the present specific conditions (e.g. current bank accounts, cards, saving products, etc.) remain in force for the operating period of the respective Banking Services and functionalities; and
  - (b) the Holder will due to BCR the specific commissions to each Banking Services/functionality the holder will further benefit of, according to the Standard Tariff of Commissions.

## **9. Notifications**

- 9.1. The Holder also notifies the Bank the following cases:
  - (a) giving up the Service Internet Banking, Mobile Banking and Phone Banking. The notification can be done in writing at the premise of a BCR territorial unit;
  - (b) the theft, loss or unauthorized use of Security Elements. The notification can be done by phone to BCR Technical Support, according to point 3.28 or in writing at the premise of a BCR territorial unit;
  - (c) change of data stated in the Application-Contract within maximum 5 days since the date of change registration – in writing at the premise of a BCR territorial unit.
- 9.2. The Bank can communicate with the Holder and the authorized User through the Service Internet Banking, Mobile Banking and Phone Banking by sending messages and notifications. BCR messages and notifications sent through Internet Banking, Mobile Banking and Phone Banking Service are regarded received by the Holder and the authorized User at the moment they are made available in

- mailbox.
- 9.3. Any notification the Bank sends to the Holder regarding each Banking Service and functionality the Holder benefits of and which is opened and/or operated based on the Application-Contract will be sent in the mailbox related to the Service Internet Banking, Mobile Banking and Phone Banking. The notifications sent to mailbox are regarded received by the Holder and the authorized User on the date they were made available to the authorized User.
- 9.4. The authorized User is bound to make available to the Holder also the messages and notifications received from the Bank, immediately he received them, and to get the Holder's accept to answer those notifications.

## **Appendix: General terms and conditions for the operation of products that can be traded through the Internet Banking, Mobile Banking and Phone Banking Service**

### **1. UTILISATION CONDITIONS OF THE IDEAL ACCOUNT MICRO BCR FOR MICRO ENTERPRISES**

- A. The Ideal Account MICRO BCR is considered open on the date of signing the convention for the Ideal Account MICRO BCR. The Bank maintains the confidentiality regarding the identity of the Account Holder, as well as the operations performed in the Ideal Account MICRO BCR, within the limits of the law.
- Operations in the Ideal Account MICRO BCR are made only on the basis of the identity document and only within the limit of the availability of this account, in compliance with the provisions of the Ideal Account MICRO BCR and the legal regulations in force by the empowered persons.
- B. The Account Holder undertakes that if, following the filing of the declaration on his / her own responsibility regarding the guaranteed deposits, there were changes that led to the change of classification into the guaranteed / unsecured category, within 30 days after the change, to submit to the Bank a corrective statement indicating the new classification.
- C. The management of the Ideal Account MICRO BCR includes:
- creating, depositing, withdrawing and liquidating the Ideal Account MICRO BCR by transferring only through the current account / sub-account. Establishment of the Ideal Account MICRO BCR will be recorded in the deposited currency.
  - issuing the statements of account that comprise the transactions made in the Ideal Account MICRO BCR.
- If, within 5 business days from the date of the transaction in the BCR Idea Account, the Account Holder does not communicate in writing the functional entities of the Bank where the Ideal Account MICRO BCR is opened, any errors or omissions found regarding the operations performed, the balance and the operations in the account of Ideal Account MICRO BCR are considered to be accepted by default.
- D. Closing the Ideal Account MICRO BCR can be made at the request of the Account Holder or the Bank's initiative. The Bank will close the Ideal Account MICRO BCR if:
- (a) for a period of 6 consecutive months, the daily balance of the Ideal Account MICRO BCR is zero;
  - (b) the Account Holder no longer fulfills the contractual conditions regarding the opening and functioning of the accounts;
  - (c) Account Holder has caused major payment incidents;
  - (d) from the point of view of the Bank, the Account Holder has a reputational risk.
- E. The minimum amount of account opening, the minimum amount deposited / the operation, the minimum amount withdrawn / the operation, the value tranches according to which the interest is calculated and the related interest rate are displayed in a visible place at the offices of the Bank's functional entities.
- F. Making Deposits to the Ideal Account MICRO BCR is done in compliance with the minimum amount / operation set by the Bank for deposits.
- Customer is not entitled to make deposits with amounts below the minimum amount / operation set by the Bank. The Bank has the right not to process such requests made by the customer.
- G. The withdrawal of amounts from the Ideal Account MICRO BCR is made within the limit of the existing availability as follows:
- (a) with respect to the minimum amount / operation established by the Bank for withdrawals, if the amount requested to be withdrawn is at least equal to the minimum amount / operation set by the Bank for withdrawals and this amount is within the available balance of the Ideal Account MICRO BCR .
  - (b) without complying with the minimum amount / operation established by the Bank for withdrawals, if the amount requested to be withdrawn is lower than the minimum amount / operation set by the Bank for withdrawals and this amount is within the available balance of

the Ideal Account MICRO BCR. In this case, the transfer of the amount requested in the current account / sub-account is made under the conditions of a penalty fee provided that the current account / sub-account of the Account Holder is available for payment of the penalty fee.

- H. Penalty fee charged according to item G lit. b) above is calculated flat to the amount withdrawn from the Ideal Account MICRO BCR.
- I. For the Ideal Account MICRO BCR The Bank bonuses the interest as follows:
  - (a) monthly, on the day of the month corresponding to the date when the account was opened, in the Ideal Account MICRO BCR;
  - (b) at the time this account is cleared.If, after a withdrawal, the balance of the Ideal Account MICRO BCR is lower than the minimum amount set by the bank for opening the Ideal Account MICRO BCR, then the Bank will calculate and discount interest on sight deposits.
- J. The Bank proceeds permanently to correlate the interest rate with the balance of the Ideal Account MICRO BCR.
- K. Bank does not respond to the Account Holder:
  - for the operations performed by the agents;
  - the possible omissions / misstatements of the Account Holder.

## **2. UTILISATION CONDITIONS OF THE SAVINGS ACCOUNT IN LEI AND FOREIGN CURRENCY FOR PDAI**

- A. The savings account is open on the date of submission of at least the minimum set-up amount. The Bank maintains confidentiality regarding the identity of the Account Holder and its empowered agents, as well as the transactions made in the savings account, within the limits of the law. Operations in the savings account shall be made only on the basis of the identity document and only within the limit of the available from the savings account, in compliance with the provisions of the Savings Account Convention and the legal regulations in force, by the Account Holder or his authorized agents (within the limits of the mandate data) that will use the payment and collection instruments regulated by the NBR.
- B. Savings account administration:
  - B.1. Operations on the savings account in lei or foreign currency (cash / cash payments, transfer) take place during normal or extended working hours at any territorial unit within the limits and powers established by the Savings Account and , as the case may be, in the current account convention. Operations regarding the establishment, supply or liquidation of the savings account are also carried out through the Internet Banking, Mobile Banking and Phone Banking Service for the users of this service.

The operations that can be made through the savings account are as follows:
  - B.2. Cash and transfer cash operations:
    - B.2.1. from any natural person, the natural or legal person;
    - B.2.2. allowed at any time, in the minimum LEI / Euro amount displayed visibly at the bank's headquarters by:
      - a) cash;
      - b) Intra and interbank transfer.
  - B.3. Payments in cash:

For cash release, a pre-program is required at the cash desk of the Bank's Territorial Unit, from which cash is required, as follows:

    - a) for amounts between 3.000-5.000 Euro including, 1 working day before;
    - b) for amounts higher than 5,000 Euro, scheduling at least 2 working days ahead.
  - B.4. Payment Operations: in Current / Sub-Accounts / Credit Accounts / Deposits on Term Accounts, of the Account Holder; including Internet Banking, Mobile Banking and Phone Banking, for service users.
  - B.5. Operations carried out by the Bank, without the consent of the Account Holder, shall be made in the following cases:
    - B.5.1. Payment payments due to the Bank, other commitments previously made to the Bank by the Account Holder;
    - B.5.2. the termination of the operations performed erroneously by the Bank, including interest and related commissions;
    - B.5.3. Payments based on final executory titles, in the forced execution procedure, by attachment to the account;

In situations where the balance of the savings account becomes lower than the minimum required for the operation of the savings account, the amounts existing in this account are transferred to the account holder's current account.
  - B.6. The Issuance of the statement of account includes the operations made in the savings account.

In the case of an unauthorized or incorrectly executed payment operation, the Customer has the

obligation to immediately notify the Bank, without undue delay but no later than 13 months from the date of debiting, of having detected an unauthorized or incorrectly executed payment operation generates a complaint.

- C. The Bank shall rate the interest on the savings account, monthly for the LEI accounts, respectively quarterly for the foreign currency accounts, on the date of opening the account or at the date of the account clearing, after deduction of the corresponding interest tax according to the provisions of the fiscal legislation.  
The interest rate on savings accounts is calculated based on the actual number of days.
- D. Fees:  
the fees, charges, or fees charged by the Bank for all operations made at the request of the Account Holder / persons authorised by the Account Holder are provided in the Bank's Standard Commission Tariff, valid at the date of the operation, displayed at the Bank's offices and / of the Bank.
- E. Empowerment can be done:  
- by direct nomination in the current account agreement of the empowered, at the moment of its conclusion or later;  
- by the special power of attorney authenticated by a notary public or by a foreign authority.  
The rules applicable to this empowerment are those provided by the Civil Code on mandate.
- F. The closing of the savings account is made:  
a) at the request of the Account Holder, including through the Internet Banking, Mobile Banking and Phone Banking Service, for the users of the service;  
b) at the request of the unlimited rights officer mentioned in the Savings Account Agreement;  
c) by the Bank if the balance falls below the established minimum value;  
d) at the request of the heirs (on the basis of the certificate of heir, or of the quality of heir), in case of death of the Account Holder;
- G. The Bank does not respond:  
a) for the operations performed by the empowered agents;  
b) any erroneous omissions / instructions by the Account Holder or authorized agents. In the event of erroneous instructions that have triggered withdrawals or transfers from the savings account, the Bank will attempt to recover those amounts without thereby incurring an obligation to the Account Holder;  
c) for the withdrawals of the sums made from the Savings Account by the authorized persons of the Deposited Account Holder, up to the presentation of the Deed of the Account Holder or until the date of presentation to the Bank of the express revocation of the granted power of attorney.
- H. The Bank does not process documents that have not correctly filled in both the payer and the payee, the account codes in the IBAN structure.
- I. Account holder confirms that he understands and accepts that the Bank may unilaterally modify:  
a) the interest rate and the interest rate according to the bank's financial and banking market and the business policy of the Bank, as well as the minimum amount of the savings account / savings account. The Bank will notify changes in the interest rate and the minimum deposit / maintenance amounts of the savings account at the premises of the Bank's units / on the Bank's website. If the Account Holder does not agree with these changes, he / she is entitled within 15 days of the notification to waive the current account without the Bank incurring additional costs;  
b) the level of commissions on the current account, provided they are communicated 30 days before the date of application.
- J. The availability of current accounts opened by authorized natural persons is also guaranteed by the Deposit Guarantee Fund, in accordance with the legal provisions.

### 3. UTILISATION CONDITIONS OF THE STANDING ORDER SERVICE

1. As the payer's bank, the Bank will fulfill the payer's mandate by issuing and executing payment orders as scheduled in the standing order agreement (the "Contract"). The mandate granted to the Bank shall remain valid for the entire duration of the Contract until its modification or revocation.
2. The payer authorizes the Bank to execute from its bank account payment orders corresponding to each scheduled term payment under the conditions set out in the Contract in favor of the beneficiary.
3. The obligation to ensure the necessary funds to make the payments at the time and amount set is entirely and exclusively to the Payer.
4. The Bank will execute payment orders on behalf of the Payer only on the dates and amounts agreed with the Payer without any other consent needed from the Payer other than that given by the Payer by signing the Contract.
5. The Bank will execute the payment orders programmed with the Payer within the limits of the available funds in its current bank account in compliance with the legal provisions. There is no partial payment of a scheduled payment with the fixed amount.
6. The payer undertakes to provide the Bank with all information regarding the transactions between the Payer and the beneficiary, to be executed through the Standing Order.

7. The Payer has the obligation to fill in and provide to the Bank the external payment order (DPE) in a maximum number of calendar days from the payment, in the case of foreign currency payment transactions having a certain amount, according to the banking legislation in force;
8. The Payer expressly declares that he agrees not to apply the provisions of Title III according to art. 83 (2) and art. 114 (2) of Emergency Ordinance 113/2009 on payment services.
9. The Bank will fully and unconditionally re-establish the funds of the Payer, erroneously taken for the execution of the Standing Order payment orders, if the error is due to the Bank.
10. Cash collection and non-cash payments operations by Standing Order made by the Bank, as well as any other bank operations required to fulfill the mandate given to the Bank by the Payer, modification and revocation of the mandate, shall be commissioned according to the Bank's Tariff of Fees.  
In the event of a change in the fees applicable at the date of signing the Contract, the Bank will notify the Payer by displaying the new fees at the Bank's units, in visible places, or on the Bank's website.
11. The authorisation of the Bank to make payments through the Standing Order is made only on paper support or through 24 Banking BCR. The change of mandate given to the Bank by the Payer for payments by Standing Order is made by an addendum to the contract concluded between the Bank and the Payer, concluded with at least 10 working days before it enters into force for the contracts concluded at the Territorial Unit. The revocation of the mandate given to the Bank by the Payer in respect of payments by Standing Order shall be made by written notice of at least 10 working days before it enters into force or, in case of mandate given through 24 Banking BCR, at least 24 hours before it enters into force.
12. The creditors of the paying bank account are mandated to request on behalf of the Payer the opening / modification / revocation of a Standing Order.
13. The Bank does not process documents that do not contain the account codes in the correctly filled-in IBAN structure for both the Payer and the Beneficiary. In this respect, the Payer has the obligation to provide the Bank with all information regarding the transactions between the Payer and the Beneficiary, to be executed through the Standing Order;
14. The Bank does not assume any undertaking or liability if, for reasons other than those arising out of its activity, the amounts settled in the Payer's account have not entered in due time on the Beneficiary's account. However the Bank will immediately and fully re-establish the funds of the Payer erroneously taken for the execution of Standing Order payment orders, if the error is due to the Bank;
15. The Contract shall enter into force on the date of signature by the contracting parties and shall be in force for an undetermined period of time unless otherwise provided in the Contract and may be terminated either by agreement of the Parties from the date set by them or by unilateral denunciation thereof to either party, with at least 15 bank business days prior to the termination date.



# ANEXA 7 - TERMS AND CONDITIONS FOR THE UTILISATION OF ELECTRONIC BANKING SERVICES FOR LEGAL ENTITIES AND PERSONS WHO PERFORM INDEPENDENT ACTIVITIES (“TCUEB”)

## PART III - Alert services (BCR Alert)

### 1. Object

- 1.1. By means of the Alert service (BCR Alert), the Bank provides the Customer with the possibility to receive SMS alerts or email alerts related to the payments made from the current account identified by the Client and for the accounts that will be later included in the Alert service (BCR Alert).
- 1.2. The component of this service for the current bank account is BCR Alert Plus.
- 1.3. BCR Alert service can only be activated for Banking Transactions exceeding 100 units per currency if the account on which this service was activated, except for Direct Debit and Standing Order transactions for which they can receive alerts regardless of the amount of Bank Transactions operated.
- 1.4. BCR Alert service is available for the entire duration of the Current Account.

### 2. Fees

- 2.1. The monthly fee for the use of BCR Alert is charged per current bank account attached to the Alerts service.
- 2.2. The monthly fee is due by the Customer regardless the number of alerts sent by BCR, including in case of inactivity of the account (s). The monthly fee includes a maximum of 25 SMSs for free. If the number of 25 SMSs is exceeded, the Bank will charge an additional fee from the Current Account for which the limit has been exceeded.
- 2.3. The fee for the use of the BCR Alert service starts at the moment of notification of service activation. The Customer will owe the monthly fee for the use of the Alert service (BCR Alert) on the anniversary date of its activation, in proportion to the period for which the service was active.
- 2.4. The fee payable by the Client in connection with the BCR Alerts service is the one provided in the List of Bank's Tariffs.

### 3. Modifying the BCR Alert Service

- 3.1. During the lifetime of the BCR Alerts service, the Client has the right to modify the following: (a) transmission channel: SMS and / or e-mail; (b) telephone number; (c) email address; (d) the trigger threshold for alerts; (e) current bank accounts associated. Changes can be made: (i) in writing to any of the Banking Units, (ii) by telephone, by calling the BCR Contact Center service, or (iii) by internet banking, only for certain features allowed by this application.
- 3.2. The Bank has the right to unilaterally amend the provisions of these specific conditions through a notice sent to the Client with at least two months prior to the proposed date for their application.

### 4. Termination of the BCR Alert service

- 4.1. The Client has the right to unilaterally terminate the agreement with a 30-day written notice to BCR.
- 4.2. The Bank has the right to unilaterally terminate the service by sending a prior two-month notice.
- 4.3. The BCR Alert service may be terminated upon the initiative of the Bank if the Customer fails to pay for one month the value of the Alert service.

### 5. Notices

- 5.1. Any notification sent by the Bank to the Customer in connection with the Alert service (BCR Alert) will be transmitted to the Customer's Mailbox of the Internet Banking and Phone Banking service.
- 5.2. If the Customer does not benefit from the Internet Banking and Phone Banking service that provides the mailbox functionality, the Bank will send any notification by mail / courier by a simple letter or by email to the correspondence address mentioned in the application-contract.

# ANEXA 7 - TERMS AND CONDITIONS FOR THE UTILISATION OF ELECTRONIC BANKING SERVICES FOR LEGAL ENTITIES AND PERSONS WHO PERFORM INDEPENDENT ACTIVITIES (“TCUEB”)

## PART IV - Business 24 Banking BCR service

### 1. Definitions

- 1.1. **Business 24 Banking BCR** - a service that allows connection to the Bank via the internet, offering the possibility to perform bank operations and obtain banking information from any location with access to internet services;
- 1.2. **Business 24 Banking BCR Group** - a group of legal entities that have current bank (s) bank account (s) at the Bank, nominated by the Owner for the purpose of obtaining the access and the right to perform operations by the latter Business 24 Banking BCR, in accordance with the subject-matter of the Application-Contract and the present specific conditions, through the current bank accounts of the nominated clients;
- 1.3. **Business 24 Banking BCR Group Member** - Legal person of the Business 24 Banking BCR Group, other than the Holder;
- 1.4. **Administrator User** - the natural person recognized and accepted as the administrator of the Business 24 Banking BCR service, expressly mandated by the Holder in accordance with the Application-Contract concluded by the Holder for the appointment of Authorized Users and management rights granted to them, the signature of which is opposable to the Holder and authorized by the Bank by granting identification elements. The Administrator User may also be an Authorized User;
- 1.5. **Authorized User** - a natural person recognized and accepted by the Holder / Business 24 Banking BCR Group Member as a user of the Business 24 Banking BCR service, expressly mandated by and on behalf of the Holder / Business 24 Banking BCR Group Member for use to the Token Device and to perform operations within the limits imposed by mandate from / through the accounts held by the Holder / Business 24 Banking BCR Group Member at the Bank, including the disposal of funds from the current bank account of the Holder / Business 24 Banking BCR Group Member and all operations granted, his / her signature being opposable to the Holder / Business 24 Banking BCR Group Member and authorized by the Bank by granting identification elements;
- 1.6. **User** - any of the Administrator User and Authorized User;
- 1.7. **User Name**- an 8 digit numeric identification number that the User will use with the OTP code for access to the Business 24 Banking BCR service;
- 1.8. **Token Device** - Device that provides access to Business 24 Banking BCR and / or authorizes operations through Business 24 Banking BCR and is secured by a personalized PIN that can be changed;
- 1.9. **Personal Identification Number (PIN)** - a 4-digit numeric code, confidential, used as a link between a system and its user, which uses it for identification in the system. The User sets the PIN for the Token Device when it is first used. The PIN is customized by the User, User access to the Token device being allowed only after the PIN has been entered;
- 1.10. **One Time Password (OTP)** - Unique code generated by the Token Device by selecting the 1 key and by which the User is identified within the Service and / or for the authorization of the performed operations;
- 1.11. **Digital Signature (DS)** - the unique code generated by the Token device by selecting the 3 key to authorize operations through Business 24 Banking BCR;
- 1.12. **Secret Question and Response** - is a security measure required by the Bank to grant User rights to Business 24 Banking BCR. This measure is used to identify the User at the time of his / her interaction with the BCR Technical Support Service in order to perform the requested operations (not limited to PIN unblocking, OTP unblocking, DS unlocking due to incorrect use of the Token device etc.) ;
- 1.13. **Anniversary Date** - represents the calendar day that marks the date of activation of Business 24 Banking BCR service;
- 1.14. **Service unavailability** - periods of time during which Business 24 Banking BCR service can not be accessed or used due to ongoing maintenance of the systems in order to improve the quality of the services offered;
- 1.15. **Cut off time (COT)** - time in time specified by the Bank up to which a banking operation transmitted by the Holder is deemed to have been received by the Bank the same day. The list containing the cut-off time and bank transaction processing rules are communicated either through the Business 24 Banking BCR service or by displaying it on the Bank's website or at the headquarters of its territorial units;
- 1.16. **Working Day** - the day when the Bank, involved in the execution of a banking operation, carries out activity allowing its execution, including interbank payments, to the extent that the payment systems are functional;
- 1.17. **Authorization** - expression of consent for the execution of the banking operation granted by entering Digital Signature (DS) or One Time Password (OTP) respectively;

- 1.18.**Receipt**- the procedure by which the Bank recognizes that a payment transaction has been presented within the internal time limit communicated to the Holder, the moment of receipt being the time at which the payment transaction transmitted by the Holder is received in the Bank's computer system;
- 1.19.**Acceptance** - the payment transaction is considered accepted by the Bank if, at the moment when the payment transaction is payable, the following conditions are met cumulatively:
- 1.19.1.The payment operation is received;
  - 1.19.2 The Holder expressed its consent in the form agreed with the Bank;
  - 1.19.3.The payment operation is recognized as valid after the internal validation procedures have been applied by the Bank;
  - 1.19.4. At the start of execution, there are sufficient funds made available by the Holder to the Bank.
- 1.20.**Execution** - the procedure for issuing a payment instruction by the Bank for the purpose of implementing a payment transaction received from the Holder and accepted by the Bank;
- 1.21.**Execution period** - one or two consecutive banking days in which a payment transaction can be executed, depending on the type of payment transaction (intra-bank, inter-bank on Romanian territory, respectively outside the territory of Romania);
- 1.22.**Revocation of payment transaction** - instruction for cancellation of a payment transaction transmitted by the Bank to the Bank until the latest at the moment of its acceptance by the Bank;
- 1.23.**Payment Beneficiary** - the person designated by the payer to receive the funds that have been the subject of a payment transaction;
- 1.24.**Salary rights** - wage rights, pensions, state allowances for minors, dividends, etc;
- 1.25.**DPE** - foreign payment provision.
- 1.26 **Holder** - the client, legal person/person who performs independent activities contracting Business 24 Banking BCR Service.
- 1.27.**Application-Contract**- means any of (i) the Business 24 Banking BCR Service Configuration Request, (ii) the Business 24 Banking BCR Group Configuration Request, and (iii) the Application-Contract for contracting of banking products and services.

## **Art. 2. Object of Business 24 Banking BCR**

- 2.1.Through the Business 24 Banking BCR service, the Holder, in his / her own name and / or on behalf of the Business 24 Banking BCR Group Members, has the possibility to conduct bank operations in lei / currency and to obtain banking information by electronic means referring to the following:
- 2.1.1.Payment transactions in ROL and interbanking;
  - 2.1.2.Interbank and interbanking payment transactions;
  - 2.1.3.Multiple payment operations consisting of the transmission of intraday and interbank payment files in lei, in a format agreed by the Bank;
  - 2.1.4. Settlement / liquidation operations of term deposits in lei and foreign currency;
  - 2.1.5.Foreign exchange operations;
  - 2.1.6.Scheduled payments with / without cycle - standing order, in LEI intraday and interbank on Romanian territory and in currency intraday;
  - 2.1.7.Direct debit intrabanking
  - 2.1.8.Obtaining bank information, not limited to: account statement, historical operations, product information (current bank accounts, term deposits, collateral deposits, Ideal BCR accounts, credits, credit cards, debit instruments, etc);
  - 2.1.9.Messages / notifications regarding the use of the service.
- 2.2.Through the Business 24 Banking BCR service, the Bank can provide the Holder with the following facilities:
- 2.2.1.Establishment of operations management rights, differentiated by each User;
  - 2.2.2.Setting limits on account amounts for each User to perform bank operations;
  - 2.2.3.Templates (facility for setting up predefined operations for frequent use);
  - 2.2.4.Possibility to perform bank operations in lei / currency and to obtain bank information for the current banking accounts of the Business 24 Banking BCR Group Members;
  - 2.2.5.Possibility to export bank information in predefined formats;
  - 2.2.6.The ability to import files with compatible operations generated in other external applications.
- 2.3. Operations executed through Business 24 Banking BCR service are not subject to a limit on the amount imposed by the Bank.
- 2.4.The Business 24 Banking BCR service can be accessed using the following address: [www.bcr.ro](http://www.bcr.ro)
- 2.5. For the use of Business 24 Banking BCR service, the Bank offers technical support through BCR Technical Support. Technical support is provided from Monday to Friday, between 08:00 and 18:00, through the following channels:
- (a) by phone at the following phone numbers:
    - 0800.801.002 free of charge from all national networks
    - 021 / 302.0166 (available from any network and abroad)
  - (b) e-mail at [bcr.multicashsupport@bcr.ro](mailto:bcr.multicashsupport@bcr.ro)

## **Art. 3 Fees and charges**

- 3.1. For the use of the Business 24 Banking BCR service, the Bank charges a service maintenance fee of the Business 24 Banking BCR service / Business 24 Banking BCR Group Member, according to the List of Bank's Standard Fees in force at the time of its collection.
  - 3.1.1. the service maintenance fee of the Business 24 Banking BCR service / Business 24 Banking BCR Group Member is established in foreign currency and is charged in LEI or foreign currency using the NBR exchange rate valid for the payment day, depending on the customer's option.
  - 3.1.2. the service maintenance fee of the Business 24 Banking BCR service / Business 24 Banking BCR Group Member is collected monthly by the Bank through the automatic debit of the current bank account indicated by the Holder / Business Bank 24 Banking BCR Group Member in the Application-Contract, on the anniversary date, for the previous month, or at the date of termination of the Application-Contract.
- 3.2. For the services provided by the Bank and for the operations in LEI / currency made by the Holder through the Business 24 Banking BCR service, the Bank charges fees, taxes and charges according to the List of Bank's Standard Fees in force at the date of their execution / operation / registration. The Bank automatically charges, from the current bank accounts of the Holder / Business Bank 24 Banking BCR Group Member, the fees, taxes and charges due for the operations performed and the services rendered.
- 3.3. The fee for the Token Device made available to the Holder is set according to the List of Bank's Standard Fees in force at the time of its collection.
- 3.4. Without prejudice to point 3.1.2. of the present specific conditions, the Holder / Business Bank 24 Banking BCR Group Member hereby authorizes the Bank to automatically debit the due and / or outstanding fees and taxes from any of the current bank accounts of the Holder / Business Bank 24 Banking BCR Group Member regardless of the the currency in which they are opened using the BNR exchange rate valid for the debit day.
- 3.5. The Holder shall be automatically deemed in payment default to the Bank by simply meeting the payment terms according to the Application-Contract and these specific conditions.

**Art. 4. Rights and Obligations of the Parties**

- 4.1. The Bank is entitled to:
  - 4.1.1. Check the data provided in the Application-Contract, in accordance with the law;
  - 4.1.2. Unilaterally modify the level and method of charging fees, taxes and charges, and cut off time, making them opposable to the Holder by displaying them at the Bank's headquarters, in a visible place, or through any other channels of communication, including by displaying on the Bank's website;
  - 4.1.3. Disable the Business 24 Banking BCR service without first notifying the Holder if, for a period of 3 consecutive months, the Holder does not provide the necessary funds for the payment of the Business 24 Banking BCR service maintenance fee, respectively the Business 24 Banking BCR Group Member maintenance fee if applicable;
  - 4.1.4. Not to authorize Activation of Authorized Users if there are inconsistencies between the specifications in the justifying documentation submitted by the Holder and the appointment of the Authorized Users and their management rights by the Administrator User;
  - 4.1.5. Refuse processing and settlement of payment transactions issued by the Holder through the Business 24 Banking BCR service if the Holder does not make available in its current bank account the amounts necessary for settlement of payment instructions and for payment of fees and taxes owed to the Bank or transmitted data is inaccurate, incomplete or non-compliant;
  - 4.1.6. Cease performing the operations ordered by the Holder through the Business 24 Banking BCR service in the following cases:
    - 4.1.6.1. Non-observance by the Holder of any of the contractual obligations assumed under the Application-Contract and these specific conditions and / or the fraudulent and / or inappropriate use of Business 24 Banking BCR service;
    - 4.1.6.2. The availability of the Holder's current bank account is restricted by law or by administrative or court decisions until the above-mentioned conditions cease to exist.
    - 4.1.6.3 There are suspicions of unauthorized or fraudulent use of the service.
  - 4.1.7. Refuse to process and settle the payment transactions issued by the Holder through the Business 24 Banking BCR service and / or to cease performing the operations ordered by the Holder through the Business 24 Banking BCR service and in the following cases:
    - 4.1.7.1. If the Holder does not provide the Bank with any additional information or documents requested by the Bank;
    - 4.1.7.2. In the case of incomplete, insufficient information, false statements from the Holder or if the Bank has suspicions regarding the information / documents / statements provided by the Holder (as well as other cases of suspicion regarding the Account / User Authorities, with regard to the nature of the operation and also where the underlying documents present suspicious items);
    - 4.1.7.3. in conditions in which they conflict with the Bank's internal policies / procedures, including but not limited to internal or group procedures as well as international standards that the Bank

complies with, the law or an order issued by an authority relevance, and the Bank can not be charged with any kind of damage suffered by the Holder as a result of its refusal.

- 4.1.8. To request to the Holder any data, information and documents relating to, but not limited to, the business owners and users of Business 24 Banking BCR service, as well as the purpose and nature of the operations, the source of the funds, the real beneficiary;
- 4.1.9. To request to the Holder any supporting documents and additional information in the case of operations ordered by the Holder through Business 24 Banking BCR service towards individuals;
- 4.1.10. Correct any calculation errors resulting from the Bank's administration of the Holder's current bank accounts, both at the Holder's request and at the initiative of the Bank. Any errors of calculation will not result in the cancellation of the Application-Contract.

#### 4.2. The Bank undertakes to:

- 4.2.1. Communicate to the Holder any period of unavailability for technical reasons or to improve the services provided. If the Bank detects a security risk of the system, the Bank will cease providing the service until the situation is remedied. Communication will be made by displaying at the Bank's premises or any other channels of communication, including by displaying it on the Bank's website;
- 4.2.2. Replace defective Token Devices, if within two years from the delivery date to the Holder of the Token Devices malfunctioning for reasons independent from the Owner's and / or its users responsibility. Upon expiration of the 2-year term after handing over to the Holder, the replacement of the Token devices is made on a fee basis, according to the List of Bank's Standard Fees;
- 4.2.3. Verify that the definition and / or modification of Authorized Users and their rights made by the Administrator User through Business 24 Banking BCR service specifications correspond with the supporting documentation submitted by the Holder;
- 4.2.4. Disclose to a third party the names and identification data of the Users or any other similar confidential information, within the limits of the law;
- 4.2.5. Process daily instructions transmitted through Business 24 Banking BCR service, according to the work program established by the Bank to perform each type of operation, limited availability of current bank accounts of the Holder from which it ordered the respective operations and provided the data submitted are accurate, complete and compliant;
- 4.2.6. Repay the Holder the sum of the unauthorized payment transaction and restore the payment account debited, in case they are if unauthorized payment transactions would not be made, if any;
- 4.2.7. Transfer the entire amount of the payment transaction without charging any price of the transferred amount;
- 4.2.8. Make sure that, after acceptance of the payment instruction, the amount of the payment transaction is credited to the payee's bank account within the execution period;
- 4.2.9. Block the payment instrument for objectively justified reasons related to the security of the payment instrument, suspicion of unauthorized or fraudulent use of the instrument;
- 4.2.10. Inform the Holder regarding the blocking of the payment instrument and the reasons for the lock, if possible before the blocking or at the latest immediately after the lock, unless such information would harm the safety reasons objectively justified or prohibited by other relevant legislative provisions;
- 4.2.11. Unblock the payment instrument or replace it with a new payment instrument once the reasons for the lock cease to exist.
- 4.2.12. Correct a payment transaction only if the Holder signals without undue delay to the Bank but no later than 5 working days after the debit date that he has detected an unauthorized or incorrectly executed payment transaction;
- 4.2.13. Instantly notify the User of the refusal to execute an instruction by displaying a message via Business 24 Banking BCR service;
- 4.2.14. Execute on behalf of the Holder a payment order corresponding to each scheduled payment - standing order, only on the dates and amounts instructed by the Holder through the users appointed by it, without any other consent needed from the Holder other than that given by the Holder through the designated users via Business 24 Banking BCR service.
- 4.2.15. Accept the actions of the Administrator User regarding the appointment of Authorized Users and their management rights of their management.

#### 4.3. The Holder has the right to:

- 4.3.1. Challenge in writing any operations he does not recognize as soon as he becomes aware of the existence of these operations, but not later than 5 days from the date on which the operations appear to have been performed according to the statement of operations; the Bank will provide a response to the investigation within 30 days. If as a result of the investigation it appears the error is due as a result of the Bank's fault, the Bank shall take all necessary steps to reconcile operations and immediate return of the amount of the operation and fees charged to it;



- 4.3.2. Electronically transmit instructions to the Bank regarding the amounts available in current bank accounts opened in the Bank's records and for which the Holder has opted to use the Business 24 Banking BCR service and to obtain information on these current bank accounts through the service Business 24 Banking BCR;
  - 4.3.3. Notify the Bank in writing of the deletion of certain accounts of the Holder / Business 24 Banking BCR Group Member from the list of accounts available through Business 24 Banking BCR service;
  - 4.3.4. To communicate to the Bank, a current correspondent bank account in the same currency for each deposit made before activating the Business 24 Banking BCR service for the purpose of taking over the management rights.
- 4.4. The Holder undertakes:
- 4.4.1. To submit to the Bank the Application-Contract and any amendment to the Application-Contract;
  - 4.4.2. To appoint and / or modify the Authorized Users and the management rights granted to them through the Administrator User and to submit to the Bank the relevant supporting documents (eg. the identity documents of the Authorized Users, decisions of the competent bodies, as the case may be, regarding the mandate of the Users), being solely responsible for promptly informing the Bank about any modification of the Users. The mandate of the Users will remain in effect for the entire duration of the Application-Contract or until the express change by the Holder by submitting an amendment request of the Business 24 Banking BCR service, the provisions of art. 2015 of the Civil Code not being applicable;
  - 4.4.3. To immediately communicate to the Bank the theft, loss or unauthorized use of identification, username and Token device;
  - 4.4.4. To promptly notify the Bank of the modification of the data declared in the Application-Contract, in writing at the Bank's premises;
  - 4.4.5. To pay the LEI equivalent of the charges due for the external devices related to the Business 24 Banking BCR service held in custody by the Holder, in the event that they have to be replaced as a result of the destruction, loss, theft and / or removal of a user of such external device and / or at the time of termination of the Application-Contract when the Holder and / or the User can not return them in good condition;
  - 4.4.6. Ensure that Token Devices are used exclusively by designated Users and take the necessary steps to protect the identification information of the Users and the Token Devices received against loss, alienation or abuse. The identification information of the User (not limited to user names, question and secret response, PIN of the Token Device, etc.) will not be recorded in a form that is easily recognizable and will not be disclosed to unauthorized persons;
  - 4.4.7. To keep in custody during the availability period of the Business 24 Banking BCR service the Token Devices received and recognize the Bank's ownership of them;
  - 4.4.8. To acknowledge the operating conditions of the requested products, cut off time and the amount of interest, fees, taxes and charges in force for the requested operations and services, before their execution / operation / registration;
  - 4.4.9. To express its consent for the execution of the instruction so that the payment transaction is considered to be authorized;
  - 4.4.10. To mandate the Bank to execute payment orders corresponding to each scheduled payment on a standing order basis only on the dates and amounts instructed by the users designated by it, without any other consent needed from the Holder other than that given by the Holder through the designated Users via the Business 24 Banking BCR service;
  - 4.4.11. To comply with the Bank's payment file structure for multiple payment operations, including for the salary rights operations;
  - 4.4.12. If based on the Application-Contract the Holder decides to use a special account to initiate the payment of the salary rights:
    - 4.4.12.1. The Holder expressly mandates the Bank, under these specific conditions, to open the account in its name;
    - 4.4.12.2. To initiate payment operations of salary rights exclusively from the special account opened by the Bank on its behalf;
    - 4.4.12.3. To use the special account opened by the Bank in its sole name only for the payment operations of salary rights. The initiation of another type of operation in this account is not permitted and will be considered a violation of the provisions of the Application-Contract and of these specific conditions;
    - 4.4.12.4. Use only the account statement made available through Business 24 Banking BCR service. For the special account opened by the Bank for the initiation of the payment operations of salary rights, no account statement will be issued on paper support at the counter of the Bank's units;
  - 4.4.13. To initiate foreign currency operations only in compliance with the applicable banking legislation and, as the case may be, submit at the request of the Bank the set of supporting documents relating to foreign currency payment transactions made through Business 24 Banking BCR

- service;
- 4.4.14. To fill in and submit to the Bank the foreign currency payment order (DPE) in a maximum number of calendar days since the payment, in case of foreign currency payments of a certain value, according to the banking legislation in force;
  - 4.4.15. To be informed of any legislative changes, including the value of currency instructions and the time at which the foreign currency payment order must be deposited with the Bank by the Holder;
  - 4.4.16. To conclude revocable direct debit mandates authorizing, for an unlimited period, the Beneficiary to issue occasional direct debit instructions on its current bank account opened with the Bank and the Bank to debit its current bank account with the amount provided in the direct debit instructions issued by the Beneficiary.
    - 4.4.16.1. Ensure availability of the current bank account, including amounts representing fees owed to the Bank for the purpose of settling the transactions, in order to settle the direct debit instruction starting with the second bank business day prior to the date of completion, but by the latest on the day of the bank immediately preceding the completion date, at 14:00. There is no partial payment of a direct debit statement.
    - 4.4.16.2. To give consent to the transmission to the Beneficiary of any personal information that may be contained in the Direct Debit Mandate.
    - 4.4.16.3. To make payment by other means of any obligations caused by the contracts underlying the Direct Debit Mandates initiated through Business 24 Banking BCR service;
    - 4.4.16.4. The Holder may revoke the Direct Debit Mandate on the basis of a revocation order submitted to the Bank via the Business 24 Banking BCR service or at the Bank's units.
    - 4.4.16.5. The revocation request of the Direct Debit Mandate shall take effect from the banking business day following its receipt by the Bank.
    - 4.4.16.6. The revocation of the Direct Debit Mandate does not affect any right or obligation that has arisen in connection with a direct debit statement transmitted under the Direct Debit Mandate and transmitted to the automatic clearing house prior to the moment the revocation takes effect.
  - 4.4.17. To recognize the validity of the instructions / operations transmitted / performed on the basis of the electronic signature authenticated by the Bank;
  - 4.4.18. To read all messages sent by the Bank via the Business 24 Banking BCR service or other communication channels and comply with them;
  - 4.4.19. To notify the Technical Support service provided by the Bank as soon as it ascertains:
    - 4.4.19.1. Registration of unauthorized bank operations in the current Bank's bank accounts;
    - 4.4.19.2. Any error or irregularity in the Bank's current bank account management;
    - 4.4.19.3. Disfunctionalities of Token devices or loss, theft, destruction;
    - 4.4.19.4. Elements that raise suspicion of the unauthorized possession of user identification data;
    - 4.4.19.5. To provide the Bank with any data, information and document that it requires, but not limited to the orderly transactions, the Business 24 Banking business owners and users as well as the purpose and nature of the operations, the source of the funds, the real beneficiary;
    - 4.4.19.6. In the case of operations ordered by corporate clients (holders) via the Business 24 Banking service to individuals, the holders must provide, at the request of the Bank, any supporting documents and additional information.

## **Art. 5. Liability of Parties**

- 5.1. The Holder is responsible for:
  - 5.1.1. The appointment of the Administrator User and its actions regarding the appointment of Authorized Users and their management rights;
  - 5.1.2. Keeping and using the User name, token PIN, question and secret response, and unique codes generated by the token after receipt. The Holder will bear all the losses and risks arising from the disclosure or use by third parties of these security features;
  - 5.1.3. The correctness of all the information transmitted through the Business 24 Banking BCR service to the Bank, as well as the obtaining of them for the purpose of performing the operations.
- 5.2. The Bank is responsible for:
  - 5.2.1. Any error or irregularity by the Bank in the management of the Debtor's current bank accounts, within the limits of liability prescribed by law;
  - 5.2.2. The value of transactions initiated after the User has notified the loss, theft, destruction, blocking, compromise, malfunction of the electronic payment instrument or the possibility of a copy thereof, or the unauthorized person's identification of the PIN code / identification code / password .
- 5.3. The Bank is not responsible for:
  - 5.3.1. Situation in which it is proven that the Holder has not acted in accordance with the provisions of the Application-Contract and the present specific conditions or that the instructions have been erroneously transmitted by the Holder;
  - 5.3.2. Losses that may result from defective operation of the equipment used by the Holder in its possession or the inability of the Holder to establish communication with the Bank; any penalties, interest, owed by the Holder to the payee, if the Holder does not initiate the payment in due time,

- taking into account the number of days required for bank settlement;
- 5.3.3. Possible damages caused by the Holder due to incorrect instructions, delayed or other circumstances, as well as due to the non-execution of the instructions, provided the Holder has not complied with the terms of the Application-Contract and these specific conditions or the current bank account conventions concluded with the Bank;
- 5.3.4. If the unique identification code provided by the Holder is incorrect, the Bank is not responsible for the non-execution or defective execution of the payment transaction, but undertakes to make all reasonable efforts to recover the funds involved in the payment transaction;
- 5.3.5. Exchange transaction initiated by the user, if this was not accepted within the validity term communicated by the Bank.

**Article 6. Force Majeure. Unforeseeable event (caz fortuit)**

- 6.1. External, unpredictable, absolutely invincible and unavoidable events, which may impede the full execution of the Application-Contract and these specific conditions, are considered to be cases of force majeure;
- 6.2. The unforeseen event is an event that can not be foreseen or prevented by the party that is prevented from fulfilling all or part of its obligations based on the Application-Contract and the present specific conditions due to the occurrence of the event.
- 6.3. Force majeure or the unforeseeable event may be invoked by either party within 7 days of the occurrence of this situation, by notification to the other party, on paper or electronic means;
- 6.4. If the party invoking force majeure or the unforeseeable event does not notify the other party on the event causing the impossibility to perform the obligations within the timeframe set out above, it shall be liable for the damage caused to the other party.
- 6.5. The occurrence of a Force majeure event automatically suspends the obligations of the parties during this situation;
- 6.6. The Bank and the Holder are not liable for any loss due to the disruption of operations due to force majeure or unforeseeable events;
- 6.7. Force majeure and unforeseeable events shall not exonerate the Bank and the Holder from the execution of the payment obligations provided by the Application-Contract and these specific conditions, except to the extent that these events affect the Bank's payment systems or the banking system.
- 6.8. If force majeure or unforeseeable events prevents one party from performing its contractual obligations for more than 30 days, then either party is entitled, in the absence of any other agreement, to terminate the Application-Contract by written notice addressed to the other party, without claiming damages.

**Art. 7. Modification of Business 24 Banking BCR**

- 7.1. Without prejudice to Article 4.1.2 of these specific conditions, the Bank may modify and supplement the specific conditions and / or add or implement new functionalities related to the service and / or modify, suspend or terminate any existing functionality of the service by notifying the Holder, on support paper by means of a letter of acknowledgment of receipt and by means of electronic communication, giving the Holder the possibility of accepting them or terminating the services provided by the Bank;
- 7.2. The Holder has 30 calendar days from the date of receipt of the notification to analyse the new conditions and to notify the Bank on its option. The failure to call the option within the term specified above is considered as a tacit acceptance by the Holder of the new conditions.

**Art. 8. Termination of Business 24 Banking BCR service**

The Application-Contract and Business 24 Banking BCR service is terminated:

- 8.1. In the event one of the parties ceases to exist;
- 8.2. By unilateral termination as a result of the non-performance by one of the parties of the obligations stipulated in the Application-Contract and the present specific conditions. The party concerned will notify the defaulting party of the non-execution event as well as the relevant remedy period of the inappropriate performance of the contractual obligations. The date on which the defaulting party receives notification shall be considered the date of its placement in default, in compliance with the law. If within the time specified in the notice the defaulting party does not properly perform its contractual obligation, the other party shall be entitled to send a written notification stating the unilateral termination of these specific conditions;
- 8.3. By automatic termination (*pact comisioriu* in Romanian), if for a period of 3 consecutive months the Holder does not provide the necessary funds for payment of the Business 24 Banking BCR service maintenance fee / the Business 24 Banking BCR Group maintenance fee. In such a case, the termination will occur lawfully upon expiration of the above period, without any notice or other judicial or extrajudicial formality.
- 8.4. Automatically on the date of closing the current bank account indicated by the Holder for automatic debiting with the corresponding fees for the Business 24 Banking BCR service;
- 8.5. If the Bank ceases to provide Business 24 Banking BCR service, with the prior notice of the Holder;

- 8.6. On the unilateral termination, with a 30-day notification sent by the party requesting the termination of the Application-Contract and Business 24 Banking BCR service;
- 8.7. In case of prolongation of the conditions of force majeure or fortuitous case according to Art. 6 of these specific conditions.

