



**GENERAL BUSINESS TERMS AND CONDITIONS for LEGAL ENTITIES AND  
SELF-EMPLOYED INDIVIDUALS**

**VERSION no. 29 / 10 May 2024**

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## Chapter 1. INTRODUCTION

### A. REGULATION

This document represents the General Business Terms and Conditions ("**GBTC**") of Banca Comerciala Romana S.A., a two-tier managed company, registered at the Trade Register under no. J40 / 90/1991, sole registration code 361757, registered with the Credit Institutions Register under no. RB-PJR-40-008 / 1999, share capital RON1,625,341,625.40, with the headquarters in 15D Orhideelor Road, the Bridge 1 Building, 2nd Floor, 6th District, Bucharest, post code 060071, e-mail address: contact.center@bcr.ro, website www.bcr.ro ("**BCR**" or the "**Bank**"), a credit institution under the supervision of the National Bank of Romania, headquartered in Romania, Bucharest, Lipsicani Street no. 25, sector 3, postal code 030031 ("**NBR**").

The schedules listed in Chapter 6 (*Final provisions*), Section F (*Schedules*) of this document, as well as the BCR Applicable Fee Schedule, published on the Website, are an integral part of the GBTC.

GBTC governs all business relations between the Bank and its clients, legal entities ("**PJ**"), or self-employed individuals ("**SEI**"), professionals the meaning of the Civil Code (PJ and SEI clients being hereinafter referred to as "**Clients**"), for an indefinite period of time, respectively for the entire duration of the contractual business relationship between the Bank and the Client.

These GBTC contain important information for the Bank's Clients, is an integral part of and incorporated by reference within all the specific Contractual Forms of the Bank and together with all the specific Contractual Forms, as well as the other documents the Client has agreed to sign in order to provide contract BCR's products and services, represent the contractual aspects applicable to the business contractual relationship between the Client and BCR and to the Banking Services that BCR provides to the Client. 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 Client agrees that the Contractual Documentation including these GBTC, as updated from time to time by BCR, reflects in full the Client'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 Client's representatives and BCR before signing the Contractual Documentation. The Client agrees that there are no secondary elements related to the Contractual Documentation and to the agreement between the Client 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, or upon request, on paper in the Banking Units or in electronic format by sending to the Client's e-mail address, 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.

The GBTC represents the general contractual framework pursuant to which the Bank agrees to supply Banking Services and the Client agrees to use the Banking Services supplied by the Bank.

The GBTC are supplemented by:

- (a) the Contractual Documentation, including, for the avoidance of any doubt, the provisions of the Contractual Forms executed/accepted by the Client by explicit or implicit acceptance (including those for Banking Services not covered by these GBTC or for Banking 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 Contractual Forms, the provisions of the Contractual Forms shall prevail except for those that came into force prior to October 1st 2017, in this latter case the GBTC shall prevail.

These GBTC are drafted in Romanian and English; in case of discrepancies between the two versions, the Romanian version shall prevail.

The parties expressly agree that the following legal provisions do not apply to the contractual relationship between the Bank and the Client:

- (a) the provisions of Title III (in full), respectively those of the Articles 141, 171, 172, 177, 179 (1), 182, 190, 203, 204, 205, 207, 208, 209, 210 and 211 of Title IV of Law no. 209/ 2019 on payment services, and for amending some other normative acts, respectively
- (b) the provisions of art. 4, paragraphs 5 and 6 of Regulation (EU) 2021/1230 of the European Parliament and of the Council of 14 July 2021 on cross-border payments in the Union.

The execution by the Client of any Contractual Form represents its full and unconditional agreement with all the terms and conditions of the GBTC, as amended from time to time by the Bank.

## **B. DEFINITIONS**

The terms with capital letters used in these GBTC (including the Schedules) will have the meaning given in Schedule 1 (General definitions) of these GBTC.

## **C. SCOPE**

1. All business contractual relationships between Clients and the Bank are governed by these GBTC, including, for the avoidance of doubt, the BCR Applicable Fee Schedule, which are incorporated by reference into the specific Contractual Documentation, (ii), as well as the terms and conditions specific to the Banking Services, as reflected in these GBTC and the specific Contractual Documentation.
2. In case of a new Client, the business contractual relationship between the Bank and a respective Client will become effective since the date upon which the Client signs the specific Contractual Form and will be governed by the Contractual Documentation, including these GBTC, as updated from time to time. The GBTC shall apply to the business contractual relationship between the Bank and the Client and remains into force until the date of the business contractual relationship termination and closing of all Banking Services.
3. The Bank is entitled to amend the GBTC, including, for the avoidance of doubt, the BCR Applicable Fee Schedule. The Client is informed about any amendment of these documents by publication of their updated form on the Website and/or posting in the Banking Units with at least 30 calendar days before the proposed date of application of these changes.
4. Before entry into force of the amendment mentioned under point 3 above, the Client may notify the Bank, by any means of communication available to the Client as provided in Chapter 6 (*Final provisions*), Section A (*Client-Bank communication*), of the refusal of the amendments to the GBTC and/or the BCR Applicable Fee Schedule and, consequently, of the unilateral termination by the Client of the contractual relationship relating to all the Banking Services. Failure by the Client to send such a notification by the date of entry into force of the amendments to the GBTC and/or the BCR Applicable Fee Schedule shall constitute tacit acceptance by the Client of the amendments to the GBTC and/or the BCR Applicable Fee Schedule.

## **Chapter 2. OPENING AND FUNCTIONING OF ACCOUNTS**

### **A. GENERAL PROVISIONS**

1. The Bank is entitled and has the obligation to verify the identity of the Client, including any person representing the Client or acting in its name or on its behalf in relation to the Bank and of the Beneficial Owner before establishing a business relationship or performance of occasional transactions, or at any time during the business relationship, in accordance with the legal provisions in force and its internal regulations, and the Client undertakes to provide the Bank with any information or documents requested by the Bank in this respect, in the form requested by the Bank.

2. From the documents requested from the Client at the initiation of the business relationship or during the course of the business relationship, the Bank aims to obtain at least the following **information to identify Clients**: (A) name; (B) the legal form as well as the fiscal identification code and/or the trade registry registration number or equivalent information for foreign legal entities; (C) registered headquarters and, if applicable, real headquarters, including the country of residence; (D) the 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 are entitled to represent the Client in relation with the Bank, as well as their representation powers; (H) shareholding structure up to the identity of the Beneficial Owner, information on the natural persons who ultimately own or control the Client and/ or the natural person on whose behalf a transaction, an operation or an activity is carried out; (I) identity of the person who acts on behalf of the Client, as well as information to verify that such person is authorised/empowered in this respect; (J) country of fiscal residence.
3. As concerns the **Account Authorised Persons or Users**, the Bank may ask the Client to specify, at least: (A) first name and last name, as set out in a legal document; (B) date and place of birth; (C) personal identification number (CNP) or, as the case may be, another similar unique identification element; (D) address where resides and identification of its legal regime, respective, whether it is a domicile, a residence or another type of identification attribute of the same type.
4. As concerns the **Beneficial Owner**, the Bank may ask the Client to specify, at least: (A) the nature of the relationship that generated qualification in that capacity; (B) first name and last name; (C) date and place of birth; (D) personal identification number (CNP) or, as the case may be, another similar unique identification element; (E) country where he/she resides; (F) citizenship; (G) the nature of the performed activity; (H) the status of Publicly Exposed Person or being a member of the family of a Publicly Exposed Person or by the person known as a close associate of a Publicly Exposed Person (I) source of wealth.
5. If the Client does not provide the Bank with the information required under the applicable AML/KYC/CFT regulations or any other legal provisions or internal regulations, or if the information provided by the Client to the Bank does not correspond to reality or is not complete or sufficient, i.e. if the Bank has any suspicions about the veracity of the above, the Bank shall not initiate the business relationship and/or shall not carry out the transaction requested by the Client, and/or shall proceed to terminate the business relationship with the Client, as the case may be.
6. After the initiation of the business relationship between the Client and the Bank by the Client's signature of the specific Contractual Form, in all documents forming part of the Contractual Documentation, the Client may be identified by **name, CIC and EUI**, and the Client undertakes to notify the Account Authorised Persons or/and other representatives of the Client of this fact.
7. The Bank has the right to carry out any checks, request and obtain any information about the Client and its representatives, in execution of the specific Contractual Form, from any competent authority, public register, archive, electronic database or authorised body holding such information.
8. Without affecting in any way the generality of the above paragraph, the Client understands and agrees that the Bank may consult **public databases** (e.g. Trade Register, etc.) to determine the ownership structure down to the level of the Beneficial Owner and relevant information about the individuals who ultimately own or control the Client. The Client shall confirm to the Bank the information obtained by the Bank from public databases by any means made available by the Bank, including, to the extent technically feasible, through an Electronic Banking Service. If the Client does not confirm this information to the Bank, for whatever reason, the Bank shall notify the Client of the information retrieved from the public databases. If the Bank has not received a response from the Client within 30 calendar days from the date of the notification, the Client agrees and confirms the Bank's right to retrieve the information from the public databases into the internal databases for the purpose of updating the data on the Beneficial Owner, failure to respond within the period indicated above being considered as tacit acceptance by the Client of the data updating operation.

9. The Client undertakes to notify the Bank in the event of the occurrence of any fact which causes **change of the legal status** originally envisaged, or of **any change in the data and information provided to the Bank** (including any data and information declared in the Contract Documentation) and to provide the Bank with documents proving the making of such changes, or to replace the documents originally submitted, as soon as possible, but no later than 5 days from the date of such change. Until the date of receipt by the Bank of such amendments from the Client, including proof of their registration, the Bank shall be entitled to consider the information and identification data in its possession as valid.
10. If there are no changes in the Client's legal status or in the data and information provided to the Bank within a maximum of 3 years from the last update, the Client undertakes to contact BCR on its own initiative to confirm this information.
11. The Bank may take any measures in relation to any account of the Client, without the Client's consent being required, other than that expressed by the assumption and acceptance of the Contractual Documentation, in any situation provided for by legal regulations, including those applicable to its obligations regarding the prevention and combating of fraud, money laundering, financing of terrorism, bribery, corruption, tax evasion, as well as those governing the provision of services to persons who may be subject to economic sanctions, when the Bank suspects fraud or has suspicions regarding the purpose or nature of the transaction. These measures may include, but are not limited to, blocking of accounts, return to the originator of funds that have credited the Client's current accounts as a result of fraud, investigations of data in the Contractual Documentation, investigation and interception of payments made to and from the Client's current accounts, investigation of the source of funds/payee thereof, investigations in order to determine whether a specific person is subject to sanctions.
12. After the initiation of the business relationship between the Client and the Bank by the Client's acceptance of the specific Contractual Form, the Client may contract any Banking Service from the Bank's offer, in relation to current accounts, transitional accounts, sub-accounts or bank deposits, or make any addition and/or modification with respect to such Banking Services, by any of the methods accepted by the Bank.
13. In the event that the Client is **managing funds with special allocation** (provided for by law and over which the Client has no right of disposal) or funds representing non-reimbursable loans or financing received from international institutions or organizations for the implementation of programs or projects, or in any other similar cases expressly provided for by law, the Client is obliged to request the opening of special accounts, with the presentation of documentation showing the special allocation; otherwise, these funds may be subject to any enforcement measures initiated by the Client's creditors.
14. The Bank shall have the right at any time during the contractual relationship with the Client to request from the Client any **additional documents or information** which the Bank, in its opinion, considers necessary or advisable in connection with any aspect of the contractual relationship or for compliance with applicable AML/KYC/CFT regulations, or any other regulations applicable to the Bank, and the Client shall promptly submit to the Bank any such documents in the form requested by the Bank (including the original, certified copy or other form of attestation of conformity of a copy with the original or simple copy). In the case of documents signed outside Romania, the Bank may request that such documents be overlegalised or, where applicable, apostilled, even if such form is mandatory by law.
15. Without in any way affecting the generality of the above paragraph, at the Bank's request and in order to ensure compliance with the legal provisions in force, the Client shall immediately make available to the Bank self-certification documents (e.g. preliminary certification of tax status and classification as a passive client or reporting holder) and all forms, documentation and other information related to the Client's tax status.
16. BCR is a participant in the **deposit guarantee Fund within banking system in Romania** and is included in the list of credit institutions which attend this Fund in the banking system from Romania, whose depositors benefit from the securing of the deposits established, through the payment of compensations, within the ceiling periodically established by the Fund. This list can be directly consulted on the bank deposit guarantee Fund's website, namely [www.fgdb.ro](http://www.fgdb.ro).

17. By accepting these GBTC, the Client confirms that it has fully acknowledged and 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.

## **B. PERSONAL DATA PROTECTION**

### **B.1. The Bank – Operator**

1. In order to provide the Banking Services contracted through the Contractual Documentation and in connection thereto, BCR processes personal data in accordance with the provisions of the General Data Protection Regulation (EU) no. 679/2016 ("**GDPR**"), this section of the GBTC, the provisions of the Data Privacy Policy available at the following link: <https://www.bcr.ro/ro/persoane-fizice/informatii-utile/politica-privind-confidentialitatea> and upon request, in any Banking Unit, as well as in accordance with the requirements of the subsequent legislation. Personal data processed by BCR belongs to the following categories of data subjects: legal or conventional representatives, and any other natural persons who represents the Client in relation to the Bank or acting in its name and/or on its behalf, including Account Authorised Persons, direct or indirect shareholders of the Client, as well as any other natural persons involved in the Client's activity, whose personal data are sent to the Bank by the Client or under its guidance, Real Beneficiaries, Delegates, Inventory-clerks (*Gestionari*), Guarantors, Users of the Banking Services including Card Users, Administrator Users, Authorised Users as well as other categories of Users designated by the Clients, the Clients' contact persons, and any other persons whose personal data are disclosed by the Client for and in connection with the performance of the Contractual Documentation (collectively hereinafter referred to as "**Data Subjects**").
2. In order to meet the processing purposes in connection with the Contractual Documentation, BCR may process personal data belonging to the Data Subjects received from the Client in order to establish business relations and/or during their performance without being able to inform these persons in a practical manner. In this context, it is the Client's responsibility to inform the Data Subjects concerned about the processing of their personal data and to obtain their consent regarding the processing of the data, insofar as necessary, in order to meet the conditions stipulated by law. The Client expressly confirms it will respect the obligation to inform the Data Subjects before each personal data transfer to the Bank or in relation thereto, throughout the duration of Contractual Documentation.
3. For this purpose, the Client undertakes to provide the Data Subjects (prior to the transfer to the Bank of their personal data) an extract containing Chapter 2 (*Opening, performance of transactions and closing of accounts*), Section B (*Personal data protection*) of these GBTC and the link to the Data Privacy Policy available on the Website (<https://www.bcr.ro/ro/persoane-fizice/informatii-utile/politica-privind-confidentialitatea>).

### THE PURPOSES FOR WHICH PERSONAL DATA ARE PROCESSED



- 4. In order to fulfill its legal obligations**, BCR processes personal data for debt collection / debt recovery in order to fulfill BCR's obligations related to banking supervision over BCR and intragroup reporting and/ or towards the supervisory authorities, compliance with applicable national and European prudential requirements for credit institutions, as follows: to take measures to prevent fraud risks in accordance with legal requirements and standards in the field, through automated means of analysing behaviour during the use of Remote Banking Services from the perspective of the used applications, hardware components and device location and to comply with the applicable legal requirements in the banking field to meet the requirements regarding the Client knowledge, preventing money laundering and combating terrorism financing, guaranteeing banking secrecy by analyzing, verifying the authenticity of the identity document presented by the Data Subjects and their identity and allocating the degree of risk, execution and improvement of banking services, by taking over in the IT system of BCR, the data contained in the identity document, according to the applicable legal requirements, daily reporting of transactions according to applicable law, consulting the Credit Risk Database (Rom. *Centrala Riscurilor de Credit*) for the Data Subjects, in order to provide financial-banking credit services, at the request of the respective Client, in order to offer the Client with such products, credit risk management, strategic risk, managing the conflicts of interest, managing data quality, managing the verifications by the authorities with regard to the relationship with Clients, managing relations with public authorities or other persons providing a public service (bailiffs, notaries, etc.), fraud prevention, administrative / financial management, internal audit, keeping/storage (prior to archiving) and archiving according to the legal provisions of the Contractual Documentation (including the ensurance of the conex operations related to these activities), and / or other documents containing personal data, ensuring security on the premises of BCR and of the Banking Units, video monitoring of spaces and assets by placing surveillance systems to ensure the protection of assets and values according to law, implementation of technical measures ensure security of personal data (including by backing up), liquidity management, balance sheet optimization and transfer pricing; portfolio management.
- 5.** In achieving the above-mentioned goals, BCR will rely as well, to the extent necessary, on its legitimate interest in carrying out its activity.
- 6. In order to fulfill the legitimate interests of BCR**, in the context of its business activity, BCR processes personal data for advertising, marketing and advertising activities, PR and communication, conducting surveys on Banking Services, BCR activity, BCR Group members and third party contractual partners, managing complaints in relation with Banking Services, statistics, the implementation of an internal reporting line for the non-conformities reported by any persons in connection with Banking Services offered, fraud prevention, customer knowledge, prevention and combating money laundering and terrorist financing by analyzing / verifying the authenticity of the identity document presented for operations whose value limit does not reach the limits provided by the incident legislation, improvement of Banking Services provided by improving the internal flows, policies and procedures, liquidity management, balance sheet optimization and the establish of transfer pricing, finding, exercising or defending certain rights of BCR and / or of members of BCR Group, and the establishment of evidence in this regard, portfolio management and risk management (including, but not limited to, identifying groups of connected clients at BCR affiliates level), insurance and reinsurance, as well as for the design, development, testing and use of existing or new IT systems and IT services (including the storage of databases in the country or abroad), presentation of acceptance for payment service provided by the BCR's partners and sending to this of the contact data to the extent that there is an interest in this service, video monitoring for the security of BCR locations and assets in order to prevent circumstances likely to adversely affect BCR; audio recording of telephone conversations to / from BCR telephone exchanges in order to make certain requests or investigations requested by or in connection with the Client or any other category of Data Subjects (for example whistleblowing), of their evidence against the Data Subjects or in court in the event of a dispute, as well as for improving the quality of services and calls; contact activities and management of the request for Banking Services through the Website.

7. **In order to conclude and execute the contract between the Data Subject and BCR, (if an individual is a party to the contract between the Client and the Bank or it concludes a contract with the Bank, necessary to provide services to the Client - such as the guarantor), or the situation in which the Data Subject grants a mandate to the Bank, respectively the agreement for consulting the Credit Risk Database (Rom. Centrala Riscurilor de Credit) database for the Data Subjects, in order to provide lending Banking Services),** the Bank processes personal data for the execution of the Contractual Documentation, the provision of Banking Services and the management of the contractual relationship.

#### CATEGORIES OF PERSONAL DATA PROCESSED BY BCR

8. In order to accomplish the above-mentioned processing purposes, BCR processes the personal data directly supplied to it, as well as the data that BCR generates on its basis, namely: client identification code, transactioning data, data relating to the device used by the Client's representative, location and authentication history, brand/model, operating system and its version, information resulting from nonconformities reported by any person, data obtained by the Bank from publicly available registries or documents. Refusal to provide personal data may result in the hinder to provide banking services and / or the fulfillment of other processing purposes by BCR.

#### CATEGORIES OF RECIPIENTS TO WHICH PERSONAL DATA CAN BE DISSEMINATED

9. For the fulfillment of the processing purposes, BCR may disclose personal data, observing the legal and conventional provisions regarding the confidentiality of the data to the following categories of recipients: legal representatives, proxies, successors of the Data Subjects, representatives of BCR, other individual or legal persons which processes personal data on behalf of BCR (including attorneys-at-law, consultants, accountants or auditors), BCR Group or Erste entities, BCR's counterparties and BCR Group or Erste entities counterparties, empowered by BCR with respect to protection data matters, judicial authority, central public authorities including regulators, local public authorities, international organizations, service providers and goods, banking companies, credit bureaus, debt collection/ debt recovery agents, and insurance and reinsurance companies, professional organizations, market research organisations.

#### DURATION OF PROCESSING. SUBSEQUENT DESTINATION OF PERSONAL DATA

10. In order to achieve the above mentioned processing purposes, BCR will process the personal data during the performance of the Banking Services as well as subsequently in order to comply with the applicable legal obligations, including the provisions regarding archiving. It is possible that, following the fulfillment of the legal archiving deadlines, BCR to dispose the anonymization of the data, thus lacking them of their personal character and continuing the processing of anonymous data for statistical purposes.

#### TRANSFER OF PERSONAL DATA ABROAD

11. Currently, in order to accomplish the above-mentioned goals, it is possible that BCR to transfer certain categories of personal data outside Romania in EU / EEA countries: Austria, Czech Republic, Hungary, Croatia, Belgium, Germany, United Kingdom of the Great Britain as well as outside the EU / EEA to the United States of America. For transfers outside the EU / EEA, BCR will found its transfer of personal data on the standard contractual clauses adopted at European Commission level or other guarantees recognized by law. It may be possible that the above-mentioned list of transfer states may change in the course of its activities. You can get an updated list of countries where your personal data is transferred to on the Website at the following link: <https://www.bcr.ro/en/individuals/useful-information/privacy-policy>.

#### THE RIGHTS OF THE DATA SUBJECTS IN THE CONTEXT OF THE PERSONAL DATA PROCESSING

12. The Data Subjects enjoy the following rights in the context of processing personal data: the right to information, the right of access to the data, the right to rectification, the right to delete the data ("the right to be forgotten"), the right to restrict the processing, the right to data portability, the right to object, the right not to be subject to an automatic individual decision, and the right to refer to the National Supervisory Authority for Personal Data Processing or to the competent courts, to the extent it deems necessary. These rights may be exercised under the conditions established by the GDPR. The Bank will analyze the applications received and either respond to the request (where the legal conditions are fulfilled) or will notify the Data Subjects that it can not respond to the request if the legal conditions are not met indicating the reason or if the Client does not waive to the contractual documentation for which the performance involves the processing of personal data by the Bank. It is possible that, following the request for data deletion, BCR to anonymize this data (thus depriving them of their personal character) and continue in these conditions the processing for statistical purposes.
13. For further details regarding the processing activities carried out by BCR, as well as on the rights of the Data Subjects in this context, the Data Subjects may send a request to the data protection officer at the email address [dpo@bcr.ro](mailto:dpo@bcr.ro).

## **B.2. The Bank – Processor of the Client**

1. BCR acts as a processor for the Client when processing personal data of the natural persons in connection with the provision of the following products/ services: payments services for bills/ transfer into accounts using all channels made available by the Bank, Direct Debit, Conventions regarding cash payments to natural persons without an account.
2. In its capacity as processor, BCR offers sufficient guarantees in applying adequate technical and organisational measures, in a manner that the processing complies with the requirements of the GDPR and ensures protection of the rights of the data subjects, represented by the natural persons having a contractual relationship with the Client for which BCR offers the products/ services mentioned at point 1 from above.
3. The Client authorizes the Bank to engage another processor without prior authorization, in order to execute the rights and obligations arising from the Contractual Documentation.
4. In carrying out its obligations, the Bank:
  - (a) processes the personal data only on documented instructions from the Client and in accordance with the Contractual Documentation, including with regard to transfers of personal data to a third country or an international organization, unless required to do so under the Union or national law to which the Bank is subject; in such a case, the Bank shall inform the Client of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
  - (b) ensures that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
  - (c) takes all measures required pursuant to article 32 GDPR;
  - (d) observes the conditions referred to in paragraphs 2 and 4 of article 28 GDPR for engaging another processor;
  - (e) taking into account the nature of the processing, assists the Client by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Client's obligation to respond to requests for exercising the data subject's rights laid down in chapter III GDPR;
  - (f) assists the Client in ensuring compliance with the obligations pursuant to art 32-36 GDPR, taking into account the nature of processing and the information available to the Bank;
  - (g) at the choice of the Client, deletes or returns all the personal data after the end of the provision of services relating to processing, mentioned at pt 1 from above, and deletes existing copies, unless Union or national law requires storage of the personal data;

- (h) makes available to the Client all information necessary to demonstrate compliance with the obligations laid down in this section B.2. The Bank – Processor of the Client, allows for and contributes to audits, including inspections, conducted by the Client or another auditor mandated by the Client, exclusively by written correspondence and transmission of documents. For clarity, inspections or audits at the Bank's premises or on staff of the Bank will not be allowed.

**C. OPENING OF ACCOUNTS. ACCOUNT AUTHORISED PERSONS / USERS. OTHER CONTRACTUAL RELATED ASPECTS**

1. The Bank is entitled to set / modify the **minimum amount required** for the opening of current accounts or of other account categories.
2. The Contractual Forms for account opening as well as all documents addressed to the Bank must be concluded by the **Account Authorised Persons or Users** of the Client.
3. Upon opening of the accounts and during the course of the business relationship, the Bank requires the Client Specimen signatures and documents attesting the attorneys-in-fact as being Account Authorised Persons, as well as any documents necessary for the identification of the Client and the Account Authorised Persons/ Users.
4. Except when the specific Contractual Forms expressly provide a specific validity period of such mandate granted to the person nominated to represent the Client in relation to the Bank, **the mandate (including for the avoidance of any doubt, to any Account Authorised Persons and/or User of the Client) remains effective for the entire duration of the business relationship** until receipt by the Bank of a written notification from the Client on the revocation, termination or amendment thereof, article 2015 Civil Code being excluded from application. 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 Client at any moment to confirm or renew the mandates given by the Client in connection with the accounts opened with the Bank.
5. The Client is liable towards 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 Authorised Persons/ the Users. In addition, the Client expressly confirms and declares that each document submitted to the Bank, throughout the contractual relationship, including each provided copy, is correct, complete and produces full effects and has not been modified or replaced until the date it was provided to the Bank, the Client having the obligation to notify the Bank regarding any subsequent change in the documents submitted to the Bank.
6. The Client is responsible for the nomination/appointment of any User, including the Administrator Users and their actions as regards appointing/revoking Authorised Users and/or Account Authorised Persons and setting their rights and autorisation limits.
7. The Client is responsible for all operations performed by its legal and/or contractual representatives, including all operations performed by an Account Authorised Persons, a User or a Delegate.
8. **The Bank reserves the right not to acknowledge the appointment of an Account Authorised Person, i.e. not to activate the appointment of a User** if there are inconsistencies between the specifications in the supporting documentation submitted by the Client and the rights of the Account Authorised Persons/Users.
9. 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 Authorised Person/ the User as regards the nomination, the limit of its powers or the revocation or its termination, the Bank is entitled to block the respective Account Authorised Person's/User's access to the Client's account/accounts 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, confirmations from the Client's competent bodies etc.).
10. By accepting these GBTC, the Client confirms and accepts that in the relationship with the Bank, notwithstanding any provisions to the contrary in its constitutive documents and/or any statutory resolutions of the Client, whether or not brought to the attention of the Bank:

- (a) each Account Authorised Person has full representation rights of the Client in relationship with the Bank, such as by way of example: the right to initiate/ modify the contractual relationship, to request the acquisition/ modification/ closure of Banking Services, to sign the Contractual Documentation, including checks/ promissory notes, to perform transactions on the Client's accounts, to pick up checks/ promissory notes, including those refused for payment, to appoint/ revoke other persons as Account Authorised Persons in relation with the Client's accounts, to appoint/revoke Delegates and/or of Users;
- (b) each Administrator User shall have the full right to appoint and/or revoke any person, including itself or a third party vis-à-vis the Client, as an Account Authorised Person and/or Delegate and/or Authorised User and/or Card User, respectively the right to determine, with binding effect for the Client and the Bank, the rights and authorisation limits of Account Authorised Person and/or Delegates and/or Authorised Users and/or Card Users in relation to the Bank, including, without limitation and depending on the technical possibilities of the platform corresponding to the Electronic Banking Service contracted by the Client, the signature rights of authorised persons in relation to the Bank, the rights to view/delete messages received by the Client in the Messaging system, the right to contract, amend or close any Banking Service in the name and on behalf of the Client, the right to make drawdowns and/or any other operations related to any loans contracted by the Client with the Bank.

Any modification, in the sense of restricting or extending the rights of the Administrator User is a modification of a Banking Service, to be carried out by the Bank under the terms of Chapter 3 (*Other contractual matters. Modification and Termination of the Contractual Relationship*), Section E (*Changes of Banking Services*) of the GBTC, the mandate granted by the Client to the Administrator User and/or Account Authorised Person and/or the Delegates and/or the Authorised Users and/or the Card Users by the Contractual Form shall be deemed to have been duly modified, with binding effects for the Client, without the need to sign a new Contractual Form or an addendum to the respective Contractual Form.

- (c) each Authorised User has, within the technical possibilities of the application related to the Electronic Banking Service contracted by the Client in relation to which he is appointed Authorised User and in relation to the banking operations carried out through the Electronic Banking Service in question, rights of representation of the Client in relation to the Bank, including, by way of example: the right to initiate/amend the contractual relationship, to contract / amend / close any Banking Service, to sign the Contractual Documentation, to perform operations on the Client's accounts, the right to request, view and download statements on the accounts opened by the Client with the Bank in relation to which he/she has rights, the right to change the limits applicable to the Client's Cards;
  - (d) for the initiation of banking operations, each Account Authorised Person, respectively each User must comply with the types of signatures, management rights and limits established by the Client through the specific Contractual Forms, it being understood and agreed that, (unless otherwise provided in the specific Contractual Form, respectively in case the Administrator User has limited the rights of authorised persons), in the case of Internet Banking Service, Mobile Banking and Phone Banking, each Authorised User has unlimited rights with respect to the accounts held by the Client with the Bank, including the unlimited disposal of the funds held in such accounts and/or special transitory internal accounts and the performance of all operations agreed under the specific Contractual Form;
  - (e) in case of several Account Authorised Persons/ multiple Users with partial signature rights act jointly in accordance with the type of signatures determined at the time of initiating a banking operation, the respective Account Authorised Persons/ Users are obliged to comply with the lowest threshold set for them.
- 11. Every power of attorney, authorization or instruction in the nature of a mandate given by the Client to the Bank** by means of or in connection with the GBTC and the Contractual Documentation (including, for the avoidance of doubt, any authorization to debit any account) shall be deemed to be **given for the entire duration of the contractual relationship between the Bank and the Client**, Article 2015 Civil Code being excluded from application. Notwithstanding these provisions, the parties agree that the Bank may (but shall not be obliged to) require the Client at any time to confirm or renew the mandate granted by the Client to the Bank in relation to the GBTC and the Contractual Documentation.

12. The Bank may implement any power of attorney, authorization, instruction in the nature of a mandate given by the Client, either personally or through other persons chosen at the Bank's own discretion.
13. Until the expiry of the term for which they are given or until the termination of the contractual business relationship between the Client and the Bank or, as the case may be, of the the contractual relationship concluded based on the specific Contractual Forms, each power of attorney, authorisation, **instruction in the nature of a mandate given by the Client to the Bank** by means of or in connection with the Contractual Documentation shall be deemed to be irrevocable, unless the parties expressly agree in writing to the possibility of revocation.
14. **The execution of contracts between the Bank and the Client, respectively the contracting by the Client of Banking Services offered by the Bank and/or the amendment by the parties** of any term or condition of the Banking Services, shall be performed:
  - (a) in the physical presence of the representatives of the Client and of the Bank, by signing the Contractual Forms specific to the respective Banking Service;
  - (b) remotely (in connection with the Banking Services or banking operations expressly indicated by the Bank), by sending by e-mail or Messaging either (i) the specific Contractual Form signed with a qualified electronic signature, or (ii) the digital file (Rom. *suportul informatic*) which reproduces the specific Contractual Form signed in handwriting by the parties. In these cases, the contract will take effect between the parties:
    - (i) in the case of those Contractual Forms that require the signature of both parties, on the date on which the Contractual Form signed by both parties has been (1) sent by the Bank to the Client by e-mail or Messaging, or (2) received by the Bank from the Client, by e-mail or Messaging; respectively
    - (ii) in the case of those Contractual Forms that do not require the signature of the Bank, on the date on which the operation which is the subject of the specific Contractual Form has been implemented by the Bank in its internal systems.

If the Contractual Form is signed by the Client's representative with a qualified electronic signature and sent to the Bank by e-mail, the contract will be considered validly concluded regardless of the e-mail address from which the Client sends the Contractual Form to the Bank. If the Contractual Form is signed by the Client's representative with handwritten signature and the relevant digital file (Rom. *suportul informatic*) is subsequently sent to the Bank by e-mail, the contract will be considered validly concluded only if the digital file reproducing the respective Contractual Form is sent from the last e-mail address declared by the Client to the Bank through the specific Contractual Form;

- (c) remotely (in connection with the Banking Services or banking operations expressly indicated by the Bank), through the Electronic Banking Services applications provided to the Client by the Bank, (i) either by signing the specific Contractual Form by both parties with qualified electronic signature, (ii) by signing the specific Contractual Form by the Client with an qualified electronic signature (iii) or by acceptance by the Client, in the form indicated by the Bank, of the specific contractual terms and conditions. After concluding a remote contract via an online platform, BCR will communicate to the Client the specific Contractual Form, in writing, on a durable support available and accessible to the Client;

- (d) remotely (in connection with those Banking Services or banking operations expressly indicated by the Bank), during recorded telephone calls between the Client's Account Authorised Person and a specialist from the Bank's Contact Center, after fulfilling the preliminary procedure of telephone checking the identification data of the Client's Account Authorised Person according to the Bank's internal regulations. The agreement described within this clause shall be considered concluded when the Client's Account Authorised Person expressly consents to the essential contractual terms and conditions of the Banking Service or of the relevant Contractual Form, as presented by the specialist from the Bank's Contact Center during the above-mentioned telephone conversation. The written confirmation of the agreement of the parties with respect to contracting or amending the relevant Banking Service, sent by the Bank to the Client after the above-mentioned telephone conversation by any means of the electronic communication agreed upon by the parties, shall represent the evidence of the concluded agreement or amendment. Within 12 months as of the date of the telephone conversation or within another term defined by law, the Client may request the Bank to provide an electronic copy of the digital file that contains the recorded telephone conversation. The Client understands and agrees that the Bank may charge fees for delivering such copies.
15. If the **Contractual Forms do not require the Bank's signature**, the Bank's consent regarding the contracting of the Banking Services or their modification and/or completion shall be deemed given by simple implementation of the respective requests (e.g. providing the Banking Service, making the product available to the Client or implementing in the systems the new authorised persons), made known to the Client by means of account statements or other documents that the Bank normally issues in accordance with the Contractual Forms and these GBTC or by using the relevant Banking Service, and it shall not be necessary for the Bank's representatives to countersign the Contractual Forms submitted by the Client. Should the Bank decide to refuse the Client's request, it shall inform the Client to this effect, without being obliged to give justifications regarding its decision.
16. **Evidence Convention.** The Client and the Bank expressly agree that these GBTC and/or the Contractual Documentation and/or any Notice and/or any other documents related thereto, entered into or issued on paper, in electronic form or by telephone conversations recorded in the Bank's specialised system, transmitted to the other party in copy or by fax, e-mail, SMS or Messaging are admissible in the event of a dispute and have the same evidentiary force as the original. For the avoidance of doubt, this clause constitutes an agreement on evidence in accordance with Article 256 of the Code of Civil Procedure.
17. The Client understands and accepts that the Banking Services may be carried out by one or more companies within the BCR Group, by any other specialised third party company or by subcontractors of these companies.
18. The Bank shall be entitled to take all necessary or useful measures to preserve its rights arising out of or in connection with the GBTC and/or the specific Contractual Documentation.

#### D. FUNCTIONING AND OPERATION OF ACCOUNTS

1. The provisions of this Section D (*Functioning and operation of accounts*) shall apply generally to **all payment and other banking transactions carried out through an account opened with BCR**, regardless of the nature of the account in question and regardless of whether the transaction is carried out (i) at the counter of a Banking Unit, (ii) through Electronic Banking Services or by any other means of remote communication or (iii) in any other manner agreed between the Client and the Bank.
2. The Client undertakes to know and comply with the provisions of the GBTC, the conditions for carrying out account operations, the terms of the contracts concluded on the basis of the Contractual Forms, the operating conditions of the requested Banking Services, applicable time slots Cut-Off Time, the Working Hours of the Bank, respectively to inform and make available to the Account Authorised Persons / Users the relevant Contractual Documentation and to ensure that they comply with both the provisions of the Contractual Documentation and any conditions for carrying out the operations on the account.

3. The Client undertakes to carry out operations on account **in compliance with all legal provisions in force**, including but not limited to, the legal provisions applicable to foreign exchange and foreign exchange operations, Direct Debit operations, cash withdrawals and debit instruments, the Client undertaking to present at the Bank's request any supporting documents in this respect.
4. The Client undertakes to be informed and to observe any legislative changes of the legal provisions applicable to the payment operations and / or the banking operations carried out.
5. The operations on the account will be executed in compliance with the **Working Hours and Cut-off Times (COT)** established by the Bank, the Bank having the right to unilaterally modify both the Working Hours and Cut-off Times (COT) these becoming opposable to the Client by displaying on the Website and / or in the Banking Unit. If the time of receipt of a payment order or any other instruction from the Client is outside the COT, the payment order / instruction shall be deemed to have been received on the next Business Day.
6. Except as otherwise provided in any specific Contractual Form, any transaction ordered by the Client shall be carried out through the current account. Transactions that may be carried out through the current account include, without limitation:
  - (a) operations with payment orders in RON or currency initiated on paper or using Electronic Banking Services;
  - (b) cash deposit and withdrawal operations;
  - (c) operations with Debit Instruments;
  - (d) Direct Debit operations;
  - (e) Card operations.
  - (f) foreign exchange, setting up standard and negotiated deposits, obtaining information on accounts;
  - (g) any other operations made available to the Client by the Bank.
7. The Client will use the account to carry out operations using both the standard forms of the Bank and the payment order form for the State Treasury (OPT). These must be correctly completed and reflect actual operations, the Client being solely responsible for this.
8. The Bank will only accept for processing the documents/instruments that are physically presented to the Bank or submitted to the Bank by the Client by telephone or by electronic means accepted expressly by the Bank in relation to the Client or by means of a Banking Service concluded by the Client that allows the transmission of such instructions remotely
9. If signed by hand, the documents presented to the Bank must bear the signatures of the Account Authorised Persons, which signatures must have the appearance of conformity with the Specimen Signatures. In carrying out the Client's instructions, the Bank shall rely on the conformity, correctness and authenticity of the signatures inscribed on the instructions sent to the Bank by any means accepted by the Bank.
10. **Client Consent** to execute the payment transactions or other banking transactions is expressed as follows:
  - (a) **in case of payment transactions initiated on paper** and cash withdrawals, by applying the handwritten signature of the Account Authorised Person on the relevant document, in accordance with the Specimen Signature;



- (b) **in the case of payment transactions made by using a Card**, by authorizing the payment or Card Transaction by the Client, respectively : i) in the case of the Card Transaction made at the POS - signing the receipt or entering the PIN; ii) in the case of the Card Transaction carried out via the internet - providing the following information: the Card number, the User's name as written on the Card, the expiry date, the 3 digits on the reverse side (CVV2 / CVC2 code) and/ or the static password established by the Client for electronic commerce and/ or the Verified by Visa password / MasterCard Secure Code and/ or 3D Secure password and/ or the entry of the PIN or the specific authentication elements on the mobile device including the unique passwords and the authentication elements generated using sensors and algorithms created through devices and integrated IT systems on the devices on which the mobile applications are installed allowing remote access to banking services; iii) in case of CNP (Card Not Present) transaction - agreement between Client and the Accepting Merchant, specifying the amount of the Transaction to be authorized; iv) in case of 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 small-value payment transactions;
  - (c) **in the case of payment transactions transmitted via Electronic Banking Services(other than Internet Banking, Mobile Banking and MultiCash)**, by pressing the "Finish transaction" button;
  - (d) **in the case of payment transactions transmitted via the Internet Banking and Mobile Banking Services:** by pressing the key corresponding to the Client's consent, by entering the DS code;
  - (e) **in the case of payment transactions transmitted via the Phone Banking Service**, by verbal confirmation of the User Name and OTP Code that the Client transmits to the Bank by telephone;
  - (f) **in the case of payment transactions transmitted via the MultiCash Service**, by applying the MultiCash electronic signature;
  - (g) **in the case of payment accounts accessible online**, through the relevant Payment Initiation Service Provider. The Bank will treat the payment instructions sent through the Payment Initiation Service Providers without discrimination in relation to the payments instructions sent directly by the Client when the Payment Initiation Service Provider identifies itself to the Bank and acts in compliance with the applicable legal provisions whenever it initiates a payment instruction.
11. By expressing its Consent, the Client **authorizes the execution** of the payment or banking transaction in question. The Client expresses his/her Consent through the Account Authorised Person / User. In the case of a transaction confirmed by the Account Authorised Person / User by expressing his Consent, all data communicated to the Bank shall be deemed correct. In the case of a transaction in which the payment order has been transmitted via a Payment Initiation Service Provider, all data communicated to the Bank by the Payment Initiation Service Provider shall be deemed correct
12. The Bank carries out the assessment of the authenticity of the instructions issued by the Client 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 and based on the Client's Account Authorised Person identification documents.
  - (b) for instructions issued by the Client in electronic format: authentication methods, specific to each Electronic Banking Service and the use of Strict Client Authentication ;
  - (c) for payment instructions made using a Card: authentication methods, identified under letter b) of the above paragraph 10.
13. In accordance with applicable regulations, the Bank may decide, in order to reduce the risk of fraud, to require **Strict Client Authentication** for certain payment and/or other banking transactions performed remotely, including banking transactions performed by Card or through Electronic Banking Services and to decide which banking transactions are exempted from this authentication procedure.

14. The Bank shall be entitled to carry out **operations to and from the Client's account**, without the Client's consent being required, other than that expressed by its assuming and accepting of the Contractual Documentation, the Client irrevocably and unconditionally authorising the Bank to do so in the following cases:
- (a) payments from current accounts or from any other accounts of the Client, based on final and enforceable court or arbitration decisions or other writs of execution provided by law;
  - (b) payments due to the Bank;
  - (c) reversal of operations carried out erroneously by the Bank, including the erroneous registration by the Bank, in the Client's account, of amounts that do not belong to the Client, also following their influence on the interest rates, recalculating and regularizing the undue interest rates starting from the date of their calculations as well as the cancellation of operations carried out with the mention "subject to reserve";
  - (d) blocking of amounts in collateral deposits under the Contractual Form and applicable legal provisions, as appropriate;
  - (e) if the Bank finds that it has not received in the correspondent account the funds relating to a payment order already credited to the payee's account. In order to carry out this operation, the Bank is authorised to order the trading of the Client's liquid assets on the interbank market through buy/sell orders.
  - (f) In the event of errors identified on the Bank's multifunctional equipment, errors that have resulted in partial deposits to the account or transactions not completed, in which case the Bank will proceed to verify and reconcile the amounts/differences claimed by the Client. In the event that the Bank records, in advance, amounts in the Client's account which, after reconciliation, prove not to belong to the Client, the Bank shall proceed to cancel the respective amounts. The correction thus made shall be reflected in the account statement.
  - (g) In the event that the Bank receives requests for the refund of funds credited to the Client's accounts as a result of frauds the existence of which is reported by the Bank and/or confirmed via SEPA.
15. **Any payment instruction is firm and irrevocable**, and the Client may not change or revoke a payment transaction after the Consent has been given, with the following exceptions:
- (a) payment transactions that have not yet been accepted by the Bank;
  - (b) payment transactions which the Client and the Bank have agreed to start on a certain day or at the end of a certain period or on the day on which the Client makes funds available to the Bank, when the Client may revoke a payment order at the latest at the end of the Business Day preceding the day agreed for the disbursement of funds. In this case, the Bank may charge a revocation fee in accordance with the BCR Applicable Fee Schedule in force on the date of the revocation;
  - (c) Standing Orders, which can only be cancelled up to 24 hours before the execution date or on the execution date if they have daily recurrence.
16. A payment transaction **shall be deemed to be received by the Bank** at the time when the payment transaction transmitted by the Client is (i) received at the counter in a Banking Unit (in the case of paper payment transactions) or (ii) recorded in the Bank's computer system (in the case of payment transactions made through Electronic Banking Services)
17. For the avoidance of doubt, the Client understands and agrees that the Bank's signature and stamp affixed to a payment order in the "received" area shall be construed as confirmation of receipt for processing and not as acceptance of payment. Receipt of the payment order is carried out in the presence of the Client and is the procedure by which the Bank acknowledges receipt of a payment order for the purpose of verifying authenticity, acceptance and execution.
18. A payment transaction is considered **accepted by the Bank** if, at the time the payment transaction is payable, the following conditions are cumulatively met:
- (a) the payment transaction is received;
  - (b) the Client has expressed his Consent in the form agreed with the Bank;

- (c) the payment operation complies, in the Bank's opinion, with the Bank's working rules, domestic and international banking rules and practices;
  - (d) the payment transaction is recognised as valid after the Bank's internal validation procedures have been applied;
  - (e) at the date of execution, there are sufficient funds made available by the Client to the Bank.
- 19. Execution** of a payment transaction means the procedure of issuing a payment instruction by the Bank for the purpose of implementing a payment transaction received directly from the Client or through the Client's Payment Initiation Service Provider and accepted by the Bank.
- 20.** The Bank shall consider an **interbank** payment order **accepted and executed** when the payment order is included in the statement of account of the correspondent bank. The Bank shall consider an **intra**bank payment order accepted and executed when the account indicated by the paying Client in the payment instruction is debited.
- 21.** The Bank **shall execute** the payment instructions submitted by the Client, including Standing Orders (STO) and those transmitted through the payee, only if the respective instruction is accepted by the Bank, in accordance with the above mentioned rules, including if the **available balance of the Client's current account is sufficient for the execution of the respective instruction and the payment of the related fees**, in accordance with the applicable BCR Applicable Fees Schedule in force at the date of their collection. In the case of payment instructions that can be partially executed, and the account balance is insufficient for the full execution of the instruction and payment of the related fees, then the Bank shall retain the related fees with priority, the amount thus remaining being used for the execution of the respective instruction. Partial payment shall not be made for Standing Orders with a fixed amount and payment instructions submitted through the payee. The Bank has the right to charge fees for refusing to execute instructions, in justified cases, according to the BCR Applicable Fees Schedule in force at the time of charging. If the balance of the Client's current account is not sufficient to retain the countervalue of these fees, the Bank may record the amounts in question in the balance, their recovery being made in accordance with the GBTC.
- 22.** The Bank shall execute the instructions transmitted by the Client only if **the data transmitted are correct, complete and compliant**, and shall refuse to process and settle the transactions carried out by the Client if the data transmitted are erroneous, incomplete or non-compliant, and the Bank shall not be liable to the Client for the execution of erroneous instructions given by the Client regarding the amounts in the account. In the event of erroneous instructions that have led to withdrawals or transfers of amounts from the account, the Bank shall attempt to recover the amounts in question, without thereby creating an obligation towards the Client or, if the payee agrees, towards the payee.
- 23.** For the **execution of a payment transaction**, the Client, as originator, must provide the Bank with the following mandatory information, as follows:
- (a) in the case of payment transactions in RON made on the Romanian territory: the name and IBAN account of the originator, the name and IBAN account of the payee, the payment amount, the date of issue, to which is added, in the case of payments initiated to the State Treasury, the tax identification code of the originator and of the payee, the payment record number, the payment order number, references on the economic content of the payment transaction;
  - (b) in the case of payment transactions in foreign currency, including those made on the territory of Romania or payments in Euro outside the SEPA area, respectively in the case of payment transactions in RON made outside the territory of Romania: (i) regarding the payer: name, address (street, city, country), IBAN account; (ii) regarding the payee: name, address (street, city, country), IBAN account (in the case of countries that have joined IBAN)/ account number (in the case of countries that have not joined IBAN); (iii) regarding the payment service provider of the payee: name, address, identification code of the payee's payment service provider (BIC/ SWIFT/ Routing Code); (iv) statistical information for the NBR, according to the legal provisions in force; (v) date of issue; (vi) amount of payment and currency of the payment transaction; (vii) method of commission.

- 24.** If the **originator/payee cannot be precisely identified**, the originator/ payee concerned will be requested to provide the Bank with all identification data necessary for processing the transaction.
- 25.** During the **execution of the payment**, the Bank will apply the following **general valid rules**:
- (a) in the event of a discrepancy between the BIC of the payee's payment service provider, on the one hand, and the name and/or address of the payee's payment service provider, on the other hand, the Bank shall exclusively use the BIC (which together with the IBAN code forms the unique identification code) provided by the Client, as originator in the payment execution process, without notifying the Client or obtaining any confirmation/rejection of any kind from the Client;
  - (b) in case of payments in Euro for which the payee's payment service provider is located in an EU / EEA member state, the Client, as the ordering party can choose not to provide the payee's payment service provider BIC, in which case the Bank will extract the BIC from the IBAN of the payee account. If the Client, as ordering party, chooses to provide the payee's payment service provider BIC, the Bank will use the BIC provided by the Client in the processing flow, regardless if it is different from the BIC extracted by the Bank from the IBAN code of the payee account, without notifying the Client, as ordering party, or asking for a confirmation/ refusal of any sort,
  - (c) the BEN commissioning method cannot be used, regardless of the type of payment transaction. In the event that the Client, as originator, expressly indicates the BEN commission method, regardless of the type of payment transaction, the Bank is expressly and irrevocably authorised by the Client to execute the payment transaction by automatically applying the SHA commission method, without notifying the Client or obtaining any confirmation/rejection of any kind from the Client;
  - (d) in the case of payment transactions carried out within the EU/EEA for which the payee's payment service provider is located in an EU/EEA member state, the Client, as originator, must indicate only the SHA commission method;
  - (e) without prejudice to the application of the rule under (d) above, where the Client, as originator, nevertheless indicates the OUR method of commissioning for a payment transaction within the EU/EEA for which the Payee's payment service provider is located in an EU/EEA member state, the Bank shall execute the payment transaction with the OUR commission method expressly indicated by the Client, the Client understanding that it shall bear the guaranteed OUR commission and that it is fully liable for any and all consequences involved in the OUR commission method;
  - (f) where the Client, as originator, expressly indicates the OUR or BEN commission method for a payment transaction in Euro for which the Beneficiary's payment service provider is in an EU/EEA member state, the Bank is expressly and irrevocably authorised by the Client through these GBTC to execute the payment transaction by automatically applying the SHA commission method, without notifying the Client or obtaining any confirmation/rejection of any kind from the Client;
  - (g) where the Client, as originator, does not expressly indicate a commission method, regardless of the type of payment transaction, the Bank is expressly authorised by the Client through these GBTC to execute the payment transaction with the SHA commission method, without notifying the Client or obtaining any confirmation/rejection whatsoever from the Client.
- 26.** In relation to the **execution time of a payment transaction**:
- (a) for foreign exchange payments, the funds shall be debited from the paying Client's account on the date of receipt of the payment instruction, subject to the COT;
  - (b) as the Payee's payment service provider, the Bank shall credit the Client's account immediately after the amount of the payment transaction is credited to the Bank's account when (i) there is no currency conversion; or (ii) there is a currency conversion between Euro and Lei or between two currencies of EU/EEA Member States. Otherwise, the Bank shall credit the Client's account on the day on which the Bank's account was credited or on the next Business Day. In all cases, the Bank shall credit the Client's account with the date of the currency in which the Bank's account was credited. As the payment service provider of the payer, the date of the currency in which the Client's account is debited shall not be earlier than the time when the amount subject to the payment transaction is debited from the account;

- (c) after receipt of the payment order, the amount of the payment transaction shall be debited from the Client's account and credited to the payee's payment service provider's account at the latest by the end of the next Business Day (this period is extended by one Business Day in the case of transactions initiated on paper) for:
- (i) payment transactions in the currency of an EU/EEA member state, other than Euro, carried out on the territory of Romania;
  - (ii) payment transactions in Euro for which the payee's payment service provider is in an EU/EEA member state;
  - (iii) payment transactions involving a single currency conversion between Euro and the currency of an EU/EEA member state other than Euro, carried out in Romania, and in the case of cross-border payment transactions on EU and EEA territory, the cross-border transfer takes place in Euro.
- (d) for any other payment transactions carried out on EU or EEA territory in the national currencies of EU and EEA countries, the execution period is a maximum of 4 (four) Business Days from the moment of receipt of the payment order.
- (e) payment transactions executed in currencies other than Euro and the national currencies of EU and EEA countries shall be executed by the Bank within a reasonable period of time, in accordance with the nature of the transaction.
- 27.** When fraud suspicions arise in relation with payment transactions, the Bank may delay their execution, even by exceeding the COT, until the suspicions are clarified. The Bank may contact the Client in order to clarify the fraud suspicions regarding the payment transactions.
- 28.** In the case of **incomings with incorrect/incomplete details** (including cross-border payment orders in RON), the Bank shall have the right to take the necessary steps to credit the amounts in foreign currency received by making inquiries with external banks, charging fees according to the BCR Applicable Fee Schedule in force at the date of charging.
- 29. Mismatches between the currency of the account and the currency of the amount transferred**
- (a) In the case of **amounts transferred to the Client's account**, if the beneficiary account mentioned in the payment message is opened in a currency other than that of the amount transferred, the Bank may, at its option, without notifying or obtaining any confirmation/rejection whatsoever from the Client, carry out the collection operation by crediting the beneficiary account with the equivalent in the currency of this account of the amount transferred, or refuse to carry out the operation.
  - (b) In the case of **amounts transferred from the Client's account**, if the paying account mentioned in the payment message is opened in a currency other than that of the amount transferred, the Bank may, at its option, without notifying or obtaining any confirmation/rejection whatsoever from the Client, execute the payment operation by debiting the paying account with the currency equivalent of the transferred amount in the currency of this account, or refuse to carry out the operation.
  - (c) In all cases, the currency conversion shall be carried out at the Bank's exchange rate valid at the time of crediting or debiting the account.
  - (d) If a payment or collection operation that has been completed by the Bank by performing a currency conversion operation as described above is **executed in reverse**, for whatever reason (e.g. the payment order is refused by the payee's payment service provider, the payment order is revoked by the payer with the payee's consent, etc.), then the Bank shall perform the reverse operation at the new exchange rate applied by the Bank, valid at the time of executing the conversion operation. The Bank shall not be liable for losses arising from differences and fluctuations in exchange rates between the time of execution of the initial payment or collection operation and the time of execution of the reverse operation, such losses being borne in full by the Client.
- 30. Direct Debit Mandates and Instructions:**

- (a) The Client may enter into Direct Debit Mandates authorising for an unlimited but revocable period both the payee to issue occasional Direct Debit Instructions on the current bank account opened with the Bank and the Bank to debit the current bank account with the amount specified in the Direct Debit Instructions issued by the payee.
- (b) The Client shall facilitate the transmission to the payee of any personal information that may be contained in the Direct Debit Mandate.
- (c) The Client may revoke the Direct Debit Mandate on the basis of a revocation order sent to the Bank at the counter of the Banking Units, or through the relevant Electronic Banking Service (if the application of the relevant Banking Service allows this option). The Direct Debit Mandate revocation order shall take effect from the Business Day following its receipt by the Bank.
- (d) Revocation of the Direct Debit Mandate shall not affect any right or obligation that arose in connection with a Direct Debit Instruction transmitted under the Direct Debit Mandate and transmitted to the automated clearing house prior to the time the revocation takes effect.
- (e) The Client may make requests for reimbursement of a payment transaction submitted through the payee within 8 weeks from the date on which the funds were debited from its current account. As an exception to the above, the Client expressly understands and agrees that payment transactions carried out under the Business to Business (B2B) Direct Debit Scheme do not allow for the submission of such a refund request. Requests for reimbursement of an authorised payment transaction received after the 8 weeks have elapsed shall be settled directly and exclusively by the Client and the respective payee in accordance with the legal relationship existing between them, without the Bank's involvement, and the return of the amount claimed shall not be subject to the above-mentioned reimbursement provisions.

**31.** In case of **refusal of a payment instruction**, in any of the assumptions mentioned in these GBTC, the Bank shall notify the Client, by any of the means of notification available to the Bank under these GBTC, of the refusal, including by displaying a message in the application related to the Electronic Banking Service concerned (to the extent that the application has this option) and, if possible, the reasons thereof, as well as the procedure for remedying the errors that led to the refusal, unless prohibited by other relevant legal provisions. If the refusal of a payment instruction is objectively justified, the Bank may charge fees, both for sending the Notice and for the analysis of the reasons that led to the refusal, according to the BCR Applicable Fee Schedule at the date of their collection.

**32. Foreign exchange banking transactions and/or Financial Transactions**

- (a) Any request by the Client for a bank foreign exchange transaction and/or Financial Transaction, materialised by signing a foreign exchange order, any other type of order or document or a Contractual Form, confirmed in a recorded telephone call, on the electronic platform or by any other means agreed with the Bank, either with immediate settlement or with another currency date, is irrevocable. All costs arising from exchange rate differences and/or quotations shall be borne by the Client. Furthermore, both in the event of non-compliance with the order given and in the event of modification by the Client of the order transmitted to the Bank, all consequences, including but not limited to damages, additional costs incurred by the Bank, shall be borne entirely by the Client.
- (b) In the event that the bank foreign exchange transaction or Financial Transaction cannot be settled due to insufficient available funds, the Bank shall have the right to close the position through a similar opposite transaction, and the Client shall bear any negative difference between the exchange rates and/or trading quotes.
- (c) The Bank shall be entitled to cancel a bank foreign exchange transaction or a Financial Transaction if such transaction has been executed at an erroneous quotation, irrespective of the cause(s) of such error (unless the Bank has caused the error as a result of gross negligence or intentionally), including settling the amount resulting from the cancellation of such bank foreign exchange transaction or Financial Transaction.

- (d) The risk associated with the conclusion of the bank foreign exchange transactions or Financial Transactions by means of recorded telephone calls, in particular due to the lack of authorization from the sender, misuse of telephone connections, as well as transmission errors or erroneous orders shall be the full responsibility of the Client, who hereby expressly assumes the risk of communication or transmission in accordance with the provisions of the Civil Code. The conclusion of a banking transaction and/or Financial Transaction by recorded telephone call, if its terms have been bilaterally accepted, shall be deemed to have been carried out with the Client if the Client communicates by telephone, even if the transaction has been initiated by a person other than the Client or a person authorised by the Client, the Client expressly accepting that in this situation the Bank shall have no obligation or liability whatsoever.

### 33. Cash transactions

- (a) Cash collection operations and cash payment operations may be carried out at the Banking Units, within the Working Hours and at the Bank's multifunctional machines. For the release of cash in RON and currency above a certain limit set by the Bank, according to the specifications of the BCR Applicable Fee Schedule in force at the date of the request, a prior appointment is required at the cashier of the Banking Unit from which the cash withdrawal is requested. Unscheduled withdrawals and withdrawals above the established limit can only be made with the prior consent of the Bank.
- (b) If the Client fails to notify the Bank in advance of his intention to withdraw cash and the Bank does not have sufficient funds available in the respective currency, the Bank may release to the Client, at his request, the requested amount in another currency or in RON.
- (c) In the event that the Client requests the withdrawal of foreign currency amounts from the account, the Bank shall release the actual currency fractions in RON equivalent at the Bank's exchange rate valid on the day of payment.
- (d) If the date set for withdrawal has passed without the cash withdrawal having been made, the Bank's obligation to keep the said cash amount at the Client's disposal shall cease.
- (e) When depositing cash by the Client at the Bank's cashier, the Client is obliged to wait until the cashier has completed the cash verification operations. If the Client does not comply with this obligation and any discrepancies are found, the Client is obliged to recognise the amount resulting from the verification by the cashier of the relevant Banking Unit. Any counterfeit banknotes or coins presented at the Bank's counters will be detained on the basis of a report and then handed over to the competent investigation authorities

34. In relation to **Standing Orders**, the Client shall instruct the Bank to execute payment orders corresponding to each Standing Order only on the dates and in the amounts instructed by the Account Authorised Persons/Authorised Users, without being conditioned in the execution of the mandate or the receipt of any Consent other than that given by the Client either through the Account Authorised Persons/Authorised Users or through the Client 's Payment Initiation Service Provider.

### 35. In relation to payment transactions by **Debit Instruments (ID)**:

- (a) The Client must present the documents for collection taking into account the deadlines and circuits in force, ensuring that it does not expose itself to the loss of the right of recourse;
- (b) the Bank will refuse to process Debit Instruments that have alterations or completion defects;
- (c) the Client's preparation of the Debit Instrument bordereau is mandatory for Debit Instruments;
- (d) requests by any Client to declare the Debit Instruments files as lost/stolen/destroyed will be accepted by the Bank only on the basis of an enforceable court order;
- (e) if the Bank receives a Debit Instrument for payment with the payer's account closed, the transaction will be refused with an unjustifiable reason to CIP, and after the closure of the current bank accounts, the Cards related to them cannot be used and will be blocked by the Bank;

- (f) in the event of major payment incidents, which constitute offences according to the provisions of the legal regulations in force or if the Bank does not have certain information regarding the issuer of a Debit Instrument, the Bank shall proceed in accordance with the applicable legal provisions, reporting the respective facts to the criminal investigation authorities or any other competent authorities.

### 36. Challenging unauthorised or incorrectly executed operations

- (a) The Client shall notify the Bank in writing of any transaction on its accounts (except for the attached Cards) which it considers to be unauthorised or incorrectly performed, including errors/omissions in the statement of account, as soon as possible after discovery but no later than 30 calendar days from the date of the transaction. If within 30 calendar days from the date of the operation on the account, the Client does not communicate in writing by any communication means available to the Client according to Section A (*Client-Bank Communication*), Chapter 6 (*Final Provisions*), any errors or omissions found concerning the operations performed, the balance and the operations on the account statement shall be considered as implicitly accepted.
- (b) The Bank shall investigate the issues raised by the Client and provide a response to the investigation within 30 days of receipt of the Client's Notice.
- (c) If the investigation results that the error is the fault of the Client, the Client shall be charged with a transaction investigation fee, as per the BCR Applicable Fee Schedule in force at the time of its collection.
- (d) If, following the investigation, the error is found to be the Bank's fault, the Bank shall immediately or at the latest at the end of the next Business Day reimburse the amount of the unauthorized payment transaction, or restore the debited payment account to the situation in which it would have been if the unauthorized payment transaction had not taken place, if applicable.
- (e) The Bank shall have the right to correct on its own initiative any miscalculation arising from the Bank's administration of the Client's current bank accounts/subaccounts.

37. If the **unique identification code provided by the Client is incorrect**, the Bank shall not be liable for the non-execution or defective execution of the payment transaction. However, the Bank, as the payer's payment service provider, shall make reasonable efforts to recover the funds involved in the payment transaction. Also, as the payee's payment service provider, the Bank will cooperate in these efforts including by communicating with the payer's payment service provider all relevant information for the proper collection of funds. For the recovery operation, the Bank may charge a fee in accordance with the BCR Applicable Fee Schedule in force on the date of collection. If a payment order is initiated directly by the Client, as payer, and the Bank can prove to the Client that the payee's payment service provider has received the amount that is the subject of the payment transaction, the Bank's liability ceases and the payee's payment service provider becomes liable to the Payee for the correct execution of the payment transaction. If a payment order is initiated directly by a payer for the benefit of the Client and the payer's payment service provider cannot prove that the Bank has received the amount to be paid, the Bank shall not be liable to the Client.

38. Unless otherwise instructed in writing, the Bank may, at its option and in accordance with banking practices, **dispatch valuables or documents** at the Client's risk by registered letter or by sending them by registered mail with declared value at low value.

39. If the Client requests the Bank to open one or more accounts for the payment of the Entitlements/the replenishment of collateral deposit accounts for the deposit of collateral, the Client undertakes to **use the special current account/internal suspense account** opened by the Bank, exclusively for the initiation of payment operations of the Entitlements/the replenishment of collateral deposit accounts for the deposit of collateral, and only through an Electronic Banking Service or an offline payment solution provided by the Bank. The initiation of any other type of operation from this account is not allowed, and the Client undertakes to ensure a zero balance within 2 Business Days from the date of the suspense account replenishment until the next account replenishment date (including by transferring returned payments).

40. The Bank shall be entitled to take into account any payment made in its favour from the date of registration of the amount in the respective account.

## E. TERM AND OVERNIGHT DEPOSITS



1. The term/ automatic overnight deposit shall be opened by the Bank, at the Client's request, in accordance with the data in the specific Contractual Form. The deposit shall be constituted in the currency of the account from which it is replenished. Overnight deposits are automatically administered by the Bank, based on the mandate granted by the specific Contractual Form, starting from the date of its implementation by the Bank.
2. Deposit transactions are carried out only through the Client's current account. At the Client's request, the Bank shall issue account statements for operations performed on deposit accounts.
3. In the case of automatic overnight deposits, the amount limit indicated by the Client for each current bank account/sub-account represents the amount according to which the Bank automatically transfers to the overnight deposit account the amounts exceeding this amount, as follows:
  - (a) if the balance of the current bank account/sub-account is higher than the amount limit set by the Client, then the Bank shall automatically transfer to the overnight deposit account the amount exceeding this amount limit;
  - (b) if the balance of the current bank account/sub-account is less than or equal to the amount limit set by the Client, then the Bank shall not make any automatic transfer to the overnight deposit account.
4. If the Client has opted for the extension of the term deposit, the Bank shall automatically extend the deposit on maturity for the same term for which it was originally established and for the new extended period the interest rate applied by the Bank on the day of the extension of the term deposit shall apply.
5. In the event that the amounts deposited at term are withdrawn before the expiry of the term for which the term deposit was constituted, the Bank shall pay the interest corresponding to the deposits at sight applied to the entire amount for the period from the constitution until the liquidation of the term deposit. The difference between the interest paid and the interest due shall be recovered by the Bank from the term deposit or from the current account/sub-account, as the case may be.
6. The minimum amount of the term deposit, as well as the interest rate and the fees charged are displayed by the Bank at the Banking Units, in a visible place, on the Website and in the applications related to the Electronic Banking Services if the application related to that Banking Service has this functionality.

#### **F. COLLATERAL DEPOSITS**

1. Collateral deposits are opened by the Bank at the request of the Client and are set up to deposit sums in favour of an entity other than the holder of the funds with the aim to guarantee the rendering of a service/ fulfilment of a legal obligation, etc.
2. Collateral deposits shall be opened in accordance with the specific Contractual Forms and on the basis of the documentation concluded between the Client and the beneficiary of the collateral deposit which provides the undertaking to constitute the guarantee/legal provision corresponding to each type of collateral deposit. The types of collateral deposits include, but is not limited to: performance collateral deposit, collateral deposit for the logging of Inventory-clerks' guarantees, escrow account, collateral deposits for the payment of share capital of companies in process of being set up, etc. The release of amounts from collateral deposits shall be made strictly in accordance with the provisions of the specific Contractual Forms and in accordance with the relevant legal provisions, if any.
3. Collateral deposits for the deposit of Inventory- clerks' guarantees shall be opened in the name of the Client, one account for each Inventory-clerk, for the purpose of depositing the amounts retained as collateral from the Inventory-clerks, such amounts shall be released in accordance with the legal and contractual provisions.

#### **G. SAVINGS ACCOUNTS**

1. Any savings account shall be opened by the Bank, at the Client's request, in accordance with the information provided in the specific Contractual Form and, if applicable, in compliance with the Bank's conditions regarding the minimum amount for setting up the savings account. The savings account shall be set up in the currency of the account from which it is replenished. Transactions on savings accounts shall be carried out only through the Client's current account. The Bank shall issue, at the Client's request, account statements for the operations carried out on the savings accounts.

2. Deposits to savings accounts shall be made in compliance with the minimum amount/operation set by the Bank for deposits, the Bank having the right not to process any request from the Client for deposits with amounts lower than the minimum amount/operation set by the Bank.
3. Withdrawals from a savings account shall be made within the limit of the existing availability, as follows:
  - (a) in compliance with the minimum amount/operation established by the Bank for withdrawals;
  - (b) without respecting the minimum amount/operation established by the Bank for withdrawals, if the amount requested to be withdrawn is less than the minimum amount/operation established by the Bank for withdrawals, in which case the Bank shall apply a penalty fee in accordance with the BCR Applicable Fee Schedule in force at the date of its collection.
4. The Bank shall pay interest on the savings account, monthly for accounts in RON, respectively quarterly for accounts in foreign currency, on the date equal to the account opening date or on the date of account closure, after withholding the tax on interest income, according to the provisions of the tax legislation. Interest applicable on savings accounts is calculated on the actual number of days.
5. In case the balance of the savings account is lower than the minimum limit established by the Bank, the amounts in the savings account shall be transferred to the current account mentioned in the specific Contractual Form

#### **H. BANK ACCOUNTS FOR THE FUNDS OF ENTITIES UNDER INSOLVENCY PROCEEDINGS**

1. Bank accounts for the funds of entities under insolvency proceedings shall be opened only for PJ /PDAI type entities against which insolvency proceedings have been opened, and these accounts shall operate in accordance with the legal rules and limitations on the operation of the current bank account opened for collections and payments related to the insolvency proceedings.
2. Without in any way affecting the generality of the above paragraph, payments from this type of accounts (including the payment of employees' salary rights and other administrative expenses) shall be made in accordance with the legal provisions and on the basis of the provisions issued by the person appointed and communicated to the Bank, i.e. special administrator, receiver or liquidator.
3. The termination of the right of representation of the special administrator/judicial administrator, as well as any changes of the special administrator/judicial administrator/liquidator in the course of the procedure, shall not be binding on the Bank until the decision of the general meeting of the Client's shareholders (in the case of the special administrator) or the decision of the syndic judge (in the case of the judicial administrator and liquidator) in this respect is notified to the Bank on the basis of supporting documents.

#### **I. PROOF OF TRANSACTIONS AND ACCOUNT STATEMENT**

1. The Bank shall provide account statements to the Client at his request. The Bank may issue duplicate account statements at the Client's request. The issue of statements and duplicates at the Client's request shall be charged in accordance with the BCR Applicable Fee Schedule in force at the date of the fee is charged.
2. The account statement contains information on any transaction carried out on the Client's accounts opened with the Bank, such as: the available balance at the date of the account statement generation, a reference allowing the identification of the payment transaction, information on the payee, the exchange rate used in the payment transaction if applicable, the date of registration, the nature and value of the transactions, the Accepting Merchant or the ATM where the Card Transaction was carried out (if applicable), the related interest rates and fees, etc.
3. The account statements will be issued/transmitted by the Bank to the Client: (i) in the Banking Unit, (ii) via the Electronic Banking Service available to the Client or (iii) to the email address communicated by the Client to the Bank for the transmission of documents, as per Chapter 6 (*Final Provisions*), Section A (*Client-Bank Communication*).
4. The Client is obliged to inform himself about the status of his account by any means made available by the Bank, including by reviewing the account statement.

5. In the case of Electronic Banking Services, if the Client opts through the specific Contractual Form for the use of a special account for the initiation of payment operations of Entitlements, the Client shall exclusively use the account statement made available through the respective Electronic Banking Service. For the special account opened by the Bank for initiating payments of Entitlements, no account statement shall be issued on paper at the counter of the Banking Units.

### Chapter 3. OTHER CONTRACTUAL MATTERS. MODIFICATION AND TERMINATION OF THE CONTRACTUAL RELATIONSHIP

#### A. COMMISSIONS, FEES, TAXES, INTEREST, OTHER AMOUNTS OWED BY THE CLIENT

1. The Client is obliged to inform himself of the amount of interest, commissions, fees and charges in force for the operations and Banking Services requested, before carrying out/performing/registering them, and the Client shall carry out operations on the account taking into consideration the amount of commissions and charges related to the management of the accounts and operations carried out. The Bank shall have the right to refuse to process and settle the Client's payment orders if there is no funds available in the Client's current bank account/sub-account to settle the payment orders and to pay the fees and charges due to the Bank.
2. The Bank is obliged to calculate and grant interest on the cash in the account (including in the saving accounts and deposits) on a monthly/periodic basis. Interest is calculated for the 360-days year according to the calculation formula  $365 (366)/360$ , except for accounts denominated in GBP, where interest is calculated according to the formula  $365 (366)/365 (366)$ . The Bank has the right to determine the minimum balance for which the Bank shall pay interest at sight.
3. The Bank has the right to periodically modify the variable interest granted for the cash held in the account (including in the savings accounts, deposit accounts or any other types of accounts for which the Bank grants variable interest, in accordance with the specific Contractual Form), as well as the fees and charges related to the operations carried out on behalf of the Client, informing the Client of the changes by posting them in on the Website and/or the Banking Units, and the Client is obliged to periodically inform himself about these changes.
4. The Bank may decide, unilaterally and without notifying the Client, to apply lower fees than those agreed in the Contractual Documentation, and may subsequently decide, under the same conditions, to return to the fees established in the Contractual Documentation.
5. The **Client is obliged to pay on time the bank fees, charges and interest** related to the Banking Services as well as the payment transactions and/or banking operations performed, regardless of the channel used to perform the transactions (including, for the avoidance of doubt, the fees, charges and interest relating to payment and banking operations performed through Electronic Banking Services or through the BCR Plati Simple Application), in all cases, according to the BCR Applicable Fees Schedule in force at the date of their performance / provision / registration or according to the specific Contractual Documentation.
6. Unless otherwise provided in these GBTC and/or in the specific Contractual Documentation, the fees charged periodically shall be paid only proportionally to the period preceding the termination of the Banking Services. If the fees are paid in advance, they are reimbursed proportionally.
7. The Client is obliged to pay all costs (including any postal charges) relating to any checks or requests for information by the Bank from any competent authority, public register, archive, electronic database or authorised body holding such information in relation to the Client and its representatives.
8. The Client is obliged to comply with the terms of payment of all the obligations incumbent upon it under the Contractual Documentation. Otherwise, the **Client shall be de jure in default by simply meeting any payment deadline** set by the Contractual Documentation (i.e. by failing to meet any deadline determined on the basis of the Contractual Forms), without any further formality.

#### B. SET OFF

1. All payments of any charges, commissions, fees, expenses or any other amounts due to the Bank under the Contractual Documentation shall be made by the Client **without any set-off or claim and free of any deductions or withholdings**, at the value as at the due date.
2. The Bank shall be **entitled to set off amounts in any account of the Client, including deposit accounts (even if still not due on time) against any amount owed by the Client to the Bank** under the GBTC, the BCR Applicable Fee Schedule and any Contractual Documentation, including, for the avoidance of doubt, any fees, interest, bank charges (including but not limited to, commissions, interest and other costs or charges resulting from credit operations, guarantee agreements, collections, letters of credit, bank letters of guarantee or any other products and/or services whose fees, interest or charges are mentioned in the BCR Applicable Fee Schedule) as well as outstanding and overdue credit instalments or any other debt owed by the Client to the Bank, regardless of whether or not the Bank has requested payment by the Client of the amount in question and regardless of the currency or place of payment in question.
3. The right of set-off shall also cover the recovery of amounts due to the Bank for automatically closed products or for fees due up to the date of the actual closure of the account, not paid by the Client, in the event that the Client requests the Bank to open a new Banking Service.
4. In this regard, the Client hereby expressly authorizes the Bank:
  - (a) **to automatically debit** its cash accounts or deposit accounts (even if not yet due), in RON or foreign currency with the amounts due by the Client to the Bank, as they become due;

In the case of deposit accounts that have not reached their due date, the amounts remaining after payment of the Client's payment obligations to the Bank shall be transferred to the current account through which the deposit was made and shall be credited with the interest corresponding to the current account.
  - (b) to carry out, for the purposes set out in paragraph (a) above, in the name and on the account of the Client, but within the limit of the amounts due, **any transfer, remittance or exchange operation at the exchange rate used by the Bank**.
5. For the avoidance of doubt, the performance of any of the above operations is a right of the Bank and not an obligation, and may be exercised without any further formality.
6. In the event that several legal relationships or accounts exist between the Bank and the Client on the basis of the Contractual Forms, the parties expressly agree that in the legal relationships between the Bank and the Client there shall be no reciprocal set off of asset and liability balances, except under the conditions set out above or to the extent that the Bank gives its prior written consent to a specific set off operation.

#### **C. LIABILITY OF THE PARTIES. LIMITATION OF THE BANK'S LIABILITY**

1. The Client shall act **in good faith** in dealing with the Bank in order not to harm its interests and not to prejudice third parties.
2. The Client understands and accepts that, unless expressly provided otherwise, all its obligations arising out of or in connection with the GBTC and the Contractual Documentation are, in general, **performance obligations**. Repeated breaches, even of minor importance, of the Client's contractual obligations, or the unquestionable manifestation to the Bank of an intention not to perform any of these obligations, may result in the Client losing the benefit of certain deadlines for the fulfilment of certain obligations provided under the Contractual Documentation or, where applicable, to the suspension by the Bank of the performance of specific operations and instructions, the refusal to execute them, the failure or termination of the contractual business relationship or the unilateral termination by the Bank of the Contractual Forms.

3. The Client irrevocably undertakes **to indemnify** the Bank for any costs, losses, damages, expenses of any nature whatsoever (including, but not limited to, legal costs, expenses and legal fees) and for any liability incurred by the Bank (including any amounts claimed from the Bank by any third party, whether or not such sums have been determined by a court to be due from the Bank, including any sums due as a result of any validation of a lien) as a result of, or in connection with, any breach by the Client of any provision of the GBTC or the applicable Contractual Documentation, whether such breach was done with intent, gross negligence or simple negligence of the Client.
4. **The Bank's liability** towards the Client shall be limited to the **direct damage actually incurred** by the Client through the Bank's breach of its obligations under these GBTC or in the applicable Contractual Documentation, **whether with intent or gross negligence**. None of the provisions contained herein may be interpreted in a way that contravenes this principle.
5. For the avoidance of doubt, the Bank shall have no liability to the Client, any representative of the Client or any other person in the event that it acts in the exercise of the rights or execution of the authorisations, powers of attorney or any other terms and conditions provided for in the GBTC and the specific Contractual Documentation, or in the event that the Bank acts in order to comply with legal provisions.
6. The Client shall not institute any proceedings against any officer, employee or representative of the Bank in respect of any act or omission of any nature whatsoever, except those committed with intent or gross negligence, on the part of such officer, employee or representative in connection with the performance of the obligations set forth in the applicable Contractual Documentation.
7. **The Bank shall not be liable for any direct or indirect losses, costs, expenses incurred by the Client and/or any representative of the Client and/or any other person as a result of the occurrence of one or more of the following situations:**
  - (a) failure by the Client to comply with the terms and conditions of these GBTC and/or the relevant Contractual Documentation, respectively the obligations assumed by the Client thereunder including for any damages, losses or expenses incurred by the Bank, following the determination of its financial liability for payment refusals;
  - (b) failure to carry out or delayed execution of any instructions (including instructions regarding performance of payment transactions) received from the Client (i) which do not meet the applicable legal requirements, or which contain errors of completion, incorrect, incomplete, contradictory or inconsistent data or (ii) where the Client's instructions have been transmitted erroneously or late or (iii) due to lack of availability or insufficiency of funds or (iv) if there are fraud suspicions regarding the payment transactions instructed by the Client, until such suspicions are clarified;
  - (c) the Client's failure to comply with any legal provisions applicable to the payment and/or banking operations performed, including, for the avoidance of doubt, the Client's compliance with the provisions of the Regulation of the National Bank of Romania no. 4/2005 on the foreign exchange regime, as amended;
  - (d) currency exchange operations initiated by the Client, if they have not been accepted within the validity term communicated by the Bank;
  - (e) failure by the Client to notify, in a timely and safe manner, changes / additions to its legal status or to the data and information previously provided to the Bank, or if they have been notified to the Bank by the Client without supporting documents;
  - (f) any consequences which may arise as a result of the fraudulent or abusive use of signatures appearing on instructions transmitted to the Bank in any manner whatsoever;
  - (g) breach or failure in any way to comply with any provisions of the constitutive documents or any statutory decisions of the Client by any Account Authorised Person and/or any User in the exercise of any rights in relation to the Bank, or by a Administrator User in the exercise of its rights to determine the rights and limits of Authorised Users of the Client;

- (h) inability to perform transactions for reasons beyond the Bank's control, including but not limited to non-acceptance of the Card by an Accepting Merchant, a financial institution or any other third party, failure of the Terminals, the data processing or transmission system or any other events beyond the Bank's control;
- (i) delays or errors made by third parties (intermediary banks/financial institutions, service providers, Accepting Merchants, agents, notaries, etc.) in the execution of instructions received from the Bank on behalf and/or at the order of the Client;
- (j) failure to carry out instructions that the Bank transmits to other banks, even if the Bank has taken the initiative in choosing these correspondent banks;
- (k) the currency in which the foreign exchange is made or the losses resulting from the foreign exchange in the country of origin of the correspondent bank actually executing such operation, which is subject to the law of the place;
- (l) payment transactions in the following cases: (i) suspension of payments, moratorium on payments or seizure of money by the payee's bank, correspondent banks or by the authorities of its country; (ii) refusal of collection by the payee, (iii) lack of information necessary for processing the transaction, including information relating to the identification of the payer;
- (m) the execution of any enforcement measures initiated by the Client's creditors on funds with special assignment (provided for by law and on which the Client is deprived of the right of disposal) or funds representing non-reimbursable loans or financing received from international institutions or organisations for the implementation of programmes or projects, if the Client does not request the opening of special accounts for the implementation of these funds or does not present documents satisfactory to the Bank showing the special assignment;
- (n) the performance by the Client of banking operations directly or indirectly involving persons, countries or goods under international sanctions, or which do not comply with the internal rules of the Bank;
- (o) delays and/or loss of documents or any other correspondence addressed to the Bank or transmitted by the Bank, including account statements; damage or other errors that may occur during the transport/transmission of such documents or correspondence;
- (p) cash deposits to the Client's account made by third parties, natural or legal persons;
- (q) in the case of SEI Clients: for withdrawals made from the account by the deceased Client's proxy, until the presentation of the death certificate of the Client or until the date of presentation to the Bank of the express revocation of the granted power of attorney;
- (r) any instances of external fraud on the communication channels between the Bank and the Client (e.g., but not limited to: loss by the Client of e-mail access credentials/ fraudulent access to the Client's e-mail inbox, loss or theft of telephone and/or SIM card, any other cyber or other attack on e-mail);
- (s) malfunction of the equipment used by the Client or the Client's inability to establish communication with the Bank;
- (t) malfunction of the Bank's Terminals caused knowingly / fraudulently by the Client or any representative of the Client;
- (u) the occurrence of an Unauthorized Overdraft;

- (v) in the case of Banking Services whose operation involves the use of internet connected equipment or a mobile phone, non-execution / improper execution of banking transactions if: (i) the mobile/internet operator to which the Client is subscribed is unable to fulfil its own obligations; (ii) the Client is not in the coverage area or has the phone switched off at the time of sending the banking confirmation message; (iii) the mobile phone does not work for any reason, including due to the Client's obligations to the mobile/internet providers or due to termination for any reason of the contract with the mobile or internet provider; (iv) due to the fault of the mobile/internet provider, the integrity of the data transmitted correctly and completely by the Bank is lost; (v) the mobile phone is unable to receive messages due to settings or restrictions due to the mobile/internet provider; (vi) the mobile/internet provider charges fees or commissions for messages received, (vii) the Client has changed his/her telephone number or e-mail address, or has closed his/her e-mail account, without notifying the Bank to this effect;
- (w) any penalties, interest, owed by the Client to the payee, if the Client does not initiate payment in due time, including in case of payments made from credit utilisations, in all cases taking into account the number of days required for bank settlement;
- (x) the Client's failure to comply with any legal and/or contractual provisions applicable to the legal relationship in relation to which the Client has requested the Bank to open and operate a collateral deposit to secure the Client's obligations towards a third party;
- (y) (i) the non-existence or invalidity, for whatever reason, of the right of any beneficiary of sums deposited in a deposit account set up to guarantee the Client's obligations towards a third party to request the release of such sums in his favour, which release shall be made in strict compliance with the conditions of the specific Contractual Form, irrespective of any challenge by the Client in this respect, (ii) the invalidity or lack of conformity or the existence of any defects of any documents submitted by the payee in support of its claim, (iii) the lack of representative/empowered capacity and/or the lack or exceeding of the limits of authority of any person claiming to act in the name and on behalf of the payee in this respect;
- (z) the Cardholder/User carrying out Offline Card Transactions and/or Internet Transactions at merchants not registered on the 3D Secure platform;
- (aa) the effects of the legal relationship between the Cardholder/User and the Accepting Merchant, including the method of payment, as well as in the event that the Cardholder/User is unable to purchase the goods/services provided by the Accepting Merchant due to lack of funds or as a result of non-compliance with the obligations under the specific Contractual Form,

**it being understood and agreed that the Client assumes full responsibility in relation to all situations listed in (a) - (aa) above.**

- 8. In the case of Card Transactions, the Cardholder is jointly and severally liable with the User for the Card Transactions carried out and/or ordered by the latter.
- 9. The Bank shall not be held liable for any additional expenses incurred by the Client as a result of the assignment of the Agreement or any rights arising from the GBTC and the applicable Contractual Documentation, as provided in Chapter 6 (*Final Provisions*), Section B (*Assignment*), below.

#### **D. LIMITATION OF THE EFFECTS OF UNFORESEEN CIRCUMSTANCES**

- 1. The Client understands and accepts that in the event of exceptional changes in the circumstances underlying the Bank's implementation of the Contractual Forms signed by the Client, beyond the Bank's control, the performance of its obligations under the Contractual Documentation may become more onerous, burdensome or excessive due to increased costs of performance.
- 2. Without affecting the generality of the above paragraph, in particular, at any time during the performance of the Contractual Documentation, the amounts due by the Client may be increased, including as a result of changes in the exchange rate of the national currency (in the case of loans granted in a currency other than RON) or in reference indices such as ROBOR, EURIBOR, ESTR, LIBOR or SOFR or in the interest rate as the case may be.

3. In consideration of the above paragraphs and for the purposes of Art. 1271 of the Civil Code, the Client agrees to assume the risk with regard to the occurrence of such circumstances, being bound to fulfil its obligations assumed within the contractual business relationship concluded with the Bank and governed by these GBTC, and, as the case may be, by the Contractual Documentation, regardless of such exceptional changes in the circumstances underlying their conclusion.
4. By assuming these risks, the Client understands and accepts that, in the event of the occurrence of exceptional circumstances of the nature indicated in this section, it shall not be entitled to apply to a court of law for the adjustment of any contract concluded between the Bank and the Client on the basis of a Contractual Form or the Contractual Documentation.

#### **E. CHANGES OF BANKING SERVICES**

1. The Bank may unilaterally modify the contractual terms and conditions applicable to any Banking Service contracted by the Client, which modification may have as its object, without limitation, the modification, suspension or termination of any existing functionality of any Banking Service, the withdrawal of the types of banking operations that may be carried out through the Banking Service in question, the access and signature procedure, extending or restricting any rights of the User Administrator, the replacement of a reference rate, in all cases, with prior notification of the Client sent by any of the means of communication available to the Bank, as provided for in Chapter 6 (*Final Provisions*) Section A (*Bank-Client communication*)).
2. The Client has 15 calendar days from the date of sending the Notification to review the new terms and conditions and notify the Bank of his/her choice. The changes shall be deemed accepted by the Client and shall become effective upon the expiry of the period specified above or upon the expiry of the period specified in the notice (whichever is later), unless, prior to the effective date, the Bank receives the Client's Notification, sent by any of the means of communication available to the Client as provided for in Chapter[ 6 (*Final Provisions*) Section A (*Bank-Client communication*)], of the non-acceptance of such changes. Regardless of whether the Client specifies this in his Notice or not, the Client's non-acceptance of the changes notified by the Bank shall be equivalent to the unilateral termination by the Client of the contractual relationship on the basis of which the relevant Banking Service is provided.
3. Changes that add additional functionalities to a Banking Service or add new types of banking operations that can be carried out through the respective Banking Service and that do not reduce the Client's rights or interests and/or does not add additional obligations for the Client may be made by the Bank without prior notification to the Client.
4. If changes to the contractual terms and conditions applicable to the respective Banking Service are imposed by a regulatory act, they shall be deemed accepted by the Client and shall become applicable according to the relevant provisions of the applicable regulatory act.

#### **F. SUSPENSION OF BANKING SERVICES. REFUSAL TO PROCESS PAYMENT TRANSACTIONS**

1. The Bank may cancel/suspend respectively refuse to process payment transactions or other banking transactions ordered by the Client through any Banking Service, including but not limited to any transactions ordered through a Card or Electronic Banking Services, if:
  - (a) the Client fails to comply with any of the contractual obligations assumed in the Contractual Documentation entered into with the Bank, even if such contractual obligation derives from a contractual relationship other than that relating to the Banking Service in question;
  - (b) if the Client fails to provide the Bank with any additional information or documents requested by the Bank;
  - (c) if the Client provides incomplete information, insufficient information, false statements or if the Bank has suspicions regarding the information/documents/statements provided by the Client (as well as other cases of suspicions regarding the Account Authorised Persons/Users, regarding the nature of the transaction and also if the underlying documents present suspicious elements);
  - (d) the Client misuses and/or fraudulently uses any Banking Service (including a Card), or there are suspicions of such misuse, unauthorised and/or fraudulent use or the security of the payment instrument;



- (e) the funds in the Client's current bank account/sub-account are restricted by law or by administrative or court decisions, until the said conditions cease to exist;
  - (f) where such operations are contrary to the Bank's internal policies/procedures, including but not limited to internal or group procedures as well as international standards with which the Bank complies, the law or an order issued by a relevant authority.
2. In addition, if any of the above situations arise in relation to a Card, the Bank has the right to suspend/refuse authorisation of a Card Transaction, to cancel or block the Card's access to the Card Account, or to refuse to issue a new Card or to replace the Card, without thereby relieving the Client of financial liability for Card Transactions already carried out.
  3. In cases where the Card is blocked in accordance with the above paragraph, the Bank shall inform the Cardholder/User of the blocking of the Card and of the reasons for the blocking, if possible before the Card is blocked or at the latest immediately after the Card is blocked, unless the provision of this information would prejudice objectively justified security reasons or is prohibited by other relevant legislation.
  4. The Bank shall unblock the payment instrument or replace it with a new payment instrument once the reasons for blocking cease to exist.

#### **G. TERMINATION OF THE CONTRACTUAL RELATIONSHIP RELATING TO ANY BANKING SERVICE**

1. Without prejudice in any way to the provisions below relating to the closure of accounts and termination of the contractual business relationship or to the conditions set out in the specific Contractual Documentation, the contractual relationship relating to any Banking Service contracted by the Client with the Bank shall terminate in any of the following situations:
  - (a) **by any of the means provided by law** (e.g. agreement of the parties' will, termination of the existence of any of the parties, expiry of the validity period provided in the Contractual Documentation, etc.);
  - (b) **by unilateral termination by the Bank, if the Client fails to pay on due date** the fees related to the relevant Banking Service and/or any other amounts due to the Bank under the specific Contractual Documentation, with immediate effect from the date of transmission of the unilateral termination Notice communicated by the Bank to the Client by any of the means of communication available to the Bank, as provided for in Chapter [6 (*Final Provisions*) Section A (*Bank-Client communication*)], without notice of default and without any other prior formality. The Bank may decide, at its sole discretion, to grant a cure period to the Client, in which case it shall notify the Client of the cure period granted; if the Client does not make full payment of the amounts due to the Bank by the expiry of the cure period granted, the contract shall be deemed to have been terminated as from the date of expiry of the cure period granted;

As an exception to the above provisions, in relation to the following Electronic Banking Services: Internet Banking Service, e-BCR Service and BCR Business 24 Banking Service, the parties understand and agree that, if the Holder does not pay the fees related to the relevant Banking Service for a period of 3 consecutive months, the contractual relationship related to the relevant Banking Service shall automatically and by right(*de jure*) terminate, due to breach of such obligations, upon the expiry of the above term, without notice of default and without any prior judicial or extra-judicial Notice and/or formality (*commissory pact*).

- (c) **by unilateral termination by either party as a result of culpable non-performance by the other party of the contractual obligations** set out in the specific Contractual Documentation. The party concerned shall notify the party at fault of the existence of the event of non-performance and of the period of time available to the party at fault to remedy the improper performance of the contractual obligations, which period may not be less than 15 calendar days from the date of the transmission of such Notice. The date on which the party at fault receives the Notice shall be deemed to be the date of its default as provided by law. If within the period indicated in the Notice the party at fault does not properly perform its contractual obligation, the other party may send it a written Notice declaring the unilateral termination with immediate effect of the contractual relationship relating to the Banking Service in question;

The Bank's right to unilaterally terminate the contractual relationship relating to a Banking Service shall also apply in the event of repeated breach by the Client and/or the Account Authorised Person of the contractual obligations undertaken towards the Bank, even of minor importance, or in the event of an unquestionable manifestation to the Bank of the intention not to perform any of these obligations;

- (d) **by unilateral termination by either party** of the contractual relationship relating to the Banking Service in question, without the need to justify a reason, with a prior Notice of 15 calendar days sent by the party declaring the unilateral termination of the contractual relationship in question.
2. In addition to the cases of termination of the contractual relationship provided for above, the Client understands and agrees that the contractual relationship relating to the following Banking Services **shall automatically and by right (de jure) terminate**, without notice of delay and without any prior judicial or extra-judicial Notice and/or formality (arbitration agreement) and in the following situations:
    - (a) **in the case of collateral deposits set up to guarantee the Client's obligations towards third parties:** on the date of the full transfer of the balance of the collateral deposit, in accordance with the terms of the specific Contract Document;
    - (b) **in the case of Electronic Banking Services and Packages:** on the date of closing the Main Account;
    - (c) **in the case of Packages:** as a result of the Client's waiver of any of the mandatory components of the Package. Starting from the date on which the Bank receives the Client's request to waive one of the mandatory components of the Package, all fees related to the Banking Services held by the Client shall be charged at the standard level provided for in the BCR Applicable Fee Schedule in force on that date, without applying the discounts specific to the Package.
  3. The Client may unilaterally terminate or denounce the contractual relationship created under a Contractual Documentation that provides for rights in favour of third parties, such as collateral deposits set up to guarantee the Client's obligations towards third parties, escrow contracts, only after the fulfilment of the obligations assumed by the Contractual Forms or with the express consent of the third party beneficiary.
  4. The termination of the contractual relationship related to a Banking Service shall entail **the expiry of any liquid obligations** arising between the parties on the basis of or in connection with the Banking Service in question, which shall survive the termination of the contractual relationship until the date of their extinction.
  5. Until the date of the effective termination of the relevant contractual relationship, the Client is **obliged to hand over** to the Bank any payment instruments or devices in connection with the provision of the terminated Banking Service, such as Card(s), Debit Instruments, Token device / External Device in its custody, in good working order.
  6. Unless otherwise provided for in these GBTC or in the relevant Banking Service termination Notices, the termination of the contractual relationship relating to a Banking Service shall not affect the contractual relationship relating to other Banking Services contracted by the Client with the Bank.

## H. CLOSURE OF ACCOUNTS

1. The Client may request the closure of any account opened in his name by signing the specific Contractual Form by his legal representative or by his Account Authorised Persons. In the case of accounts whose closure is conditional upon the Client or a third party fulfilling certain prior legal or contractual obligations, the Bank shall only grant the Client's request once these obligations have been fulfilled or with the express consent of the beneficiary third party.
2. The account shall be closed at the Client's request only after payment by the Client of all amounts due to the Bank and, if applicable, closure of the Banking Services attached to the account.
3. The Client may not request the closure of the account if the account has been placed in seizure under the law.
4. **The Bank** shall be entitled to close any account of the Client in any of the following cases:
  - (a) **automatically and without any prior Notice or other formality**, it being agreed that the Bank shall have the right, but not the obligation, to give notice thereof:

- (i) in the case of inactive current accounts, i.e. where the following conditions are cumulatively met: (1) current account with a balance less than or equal to 15 Euro (or equivalent in account currency), (2) no transactions on the current account for a period of 3 months other than those relating to the accounting of interest and commissions, (3) no active Banking Services attached to the said current account;
  - (ii) in the case of savings accounts: if the account balance falls below the minimum amount set by the Bank;
  - (iii) if, upon consultation of the Trade Register database by the Bank, the Client appears to be deleted from the Trade Register, and (1) the Client has not notified the Bank of the exercise of appeals against the deletion decision, or (2) although the Client has contested the deletion decision, it has been upheld following the resolution of appeals.
  - (iv) the occurrence of major payment incidents with Debit Instruments;
  - (v) where, in the Bank's opinion, the Client presents a reputational risk;
  - (vi) as a result of non-compliance with the legal provisions in force or in other cases provided for by law;
  - (vii) as a result of the Client's involvement, directly or indirectly, in transactions and/or commercial relations with countries, goods and/or persons subject to international sanctions, or which do not fall within the Bank's risk appetite.
- (b) with a 15 calendar days **prior Notice** sent before the date of the effective closure of the account, in the following situations:
- (i) delays in the presentation or refusal to present the documents requested by the Bank, including the supporting documents related to the transactions ordered;
  - (ii) failure by the Client to comply with other contractual obligations assumed towards the Bank.

#### I. **TERMINATION OF THE CONTRACTUAL BUSINESS RELATIONSHIP**

1. The contractual business relationship represents the totality of the contractual relations in force at any time between the Bank and the Client, deriving from any and all specific Contractual Documentation concluded between the parties and these GBTC.
2. The contractual business relationship may be terminated in the following ways:
  - (a) by agreement of the parties;
  - (b) by unilateral termination by either of the parties with a 15 calendar days' prior Notice;
  - (c) in cases expressly specified in the GBTC or in the Contractual Forms signed by the Client and implemented/signed by the Bank.
3. Termination of the contractual business relationship shall have the effect of **closing the accounts and termination of the provision by the Bank of all Banking Services contracted by the Client**, and in particular, in any of the cases in which either the Bank or the Client shall initiate the termination of the contractual business relationship governed by the Contractual Documentation, including all contracts in respect of the Banking Services contracted by the Client, upon expiry of the notice period (except where the provisions of the GBTC provide that they shall terminate immediately without notice):

#### J. **COMMON ASPECTS APPLICABLE TO THE CLOSURE OF CURRENT ACCOUNTS AND TERMINATION OF CONTRACTUAL BUSINESS RELATIONSHIP**

1. As an exception to the special provisions applicable to the Banking Services provided by the Bank and detailed in these GBTC or in the specific Contractual Forms, upon closure of current accounts and/or termination of the business relationship, and regardless of the party initiating the closure process, all Banking Services attached thereto which facilitate the use of the accounts and which cannot operate independently (e.g. but not limited to: Debit Instruments, Electronic Banking Services, Direct Debit, Standing Orders, Cards, etc.) shall automatically terminate without any prior Notice or other formality, all contractual relationships related to these Banking Services shall be deemed terminated as of the date of account closure and/or the date of termination of the business relationship.
2. For the avoidance of doubt, upon closure of the account and/or termination of the business relationship:
  - (a) Cards issued on the closed account can no longer be used, they will be blocked by the Bank. If the account is closed at the Client's initiative, the Client is obliged to return the debit Card within 30 days prior to closing the account to which the Card was attached.
  - (b) the Client is obliged to return any Debit Instruments made available to him by the Bank. From the moment the account is closed, these documents lose their valid character and are considered null and void or non-existent. The Bank cannot be obliged to honour any Debit Instruments after the date of account closure. If the Bank receives a Debit Instrument for payment with the payer's account closed, the transaction will be refused with unjustifiable reason to the CIP;
  - (c) the Client is obliged to return the Token devices / External Devices in its custody, in good working order, under penalty of payment of a fee equal to the RON countervalue of each Token device / External Device, according to the BCR Applicable Fee Schedule in force at the date of its collection.
  - (d) the Client's obligations in respect of bank accounts subject to closure formalities, as well as those in respect of Banking Services contracted by the Client, but not fully performed, shall survive the termination of the contractual relationship and shall be honoured by the Client in accordance with the commitments undertaken (including the full reimbursement of any amounts due to the Bank and not paid by and on behalf of the Client, including those arising prior to or subsequent to the closure of the account or termination of the contractual relationship with the Bank), the Bank having the right to request and obtain their enforcement in accordance with applicable law.
3. Until the date of the effective closure of the account(s), the Client shall ensure that all amounts in the account(s), with the exception of amounts due to the Bank up to the date of the effective closure of the account(s), are either transferred to another account or withdrawn in cash. If the Client does not opt for either of these alternatives, then the balance of the relevant account shall be recorded in the Bank's records in the accounts of different creditors, separately for each currency, on which no interest shall be granted, without prejudice to the Client's right to claim repayment of such amounts within the applicable prescription period. After the expiry of the applicable prescription, the Bank may reclassify the aforementioned amounts as income of the Bank.

#### **Chapter 4. KNOW YOUR CLIENT, PREVENTION OF MONEY LAUNDERING**

1. When initiating a Client-Bank business relationship, opening accounts or offering Banking Services as well as to determine the circumstances and purpose of the operations, the Bank may request from the Client in addition to the data and information and supporting documents required under the Contractual Forms concerning the opening of accounts/these GBTC and the internal regulations and legislation in force, additional documents to verify the identity of the Client and the Account Authorised Persons/Users, the justification of the transaction ordered by them, the purpose and nature of the operations, the source of funds, the source of wealth and/or the determination of the Beneficial Owners of these transactions.

2. The Bank reserves the right to refuse, in accordance with the provisions of the GBTC and the conditions imposed by law, to carry out the transactions ordered by the Client or to terminate the relations with the Client in case the Client provides incomplete, insufficient information, or in case of false statements from the Client or if it has suspicions about the reality of the statements or documents provided by the Client, including if the Client presents to the Bank payment instruments that may be suspected as having fraudulent potential, producing payment risks, including those instruments that may affect the finality of the settlement, which are subject to the sanctions provided for by the legislation in force

## Chapter 5. CONFIDENTIALITY. SECURITY ELEMENTS

1. The Bank and the Client undertake to respect the **confidentiality of information** concerning the accounts and the transactions carried out through these accounts unless otherwise set out by the law or unless the Client has expressed its consent for disclosure of such information.
2. The Client confirms and agrees that he is solely responsible for the acts and / or deeds of the Delegates, the Account Authorised Persons/Users empowered under the Contractual Documents, including without limitation liability for the consequences of the disclosure of the acts/ confidential information about the Client. .
3. The Client hereby expressly **consents to the disclosure by the Bank of the banking secrecy information** (including personal data of the Data Subjects according to Chapter 2 (*Opening and functioning of accounts*), Section B (*Protection of personal data*) to BCR Group member entities, as well as to any other partners of the Bank and BCR Group member entities for the purpose of promoting and sale of its products and services or theirs. 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), 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), as well as for the purpose of taking measures to prevent fraud risks in accordance with legal requirements and standards in the field, including by automated means (including by displaying information - Client name - related to the account holder of the beneficiary of a payment made through Internet Banking and Mobile Banking, when entering the IBAN in the specific field and by analysing the transaction behaviour, the specifications of the mobile device used to make payments from the perspective of the applications used and hardware components, details of the location of the payment initiation, payments that meet the frequency, amount, location (country, city) patterns of fraud or potential fraud, etc.).
4. Without limiting the generality of the foregoing, the Client expressly understands and agrees to the Bank's right to transmit to the CIP, CRC and Credit Bureau risk information as well as information relating to loan products, fraudulent activity and information relating to inadequacies in documents/statements registered in the name of the Client and/or its representatives for processing and reference whenever necessary, respectively with the Bank's right to transmit to the competent authorities data and information on the Client's identity, account balances and account transactions where such transmission is required by law.
5. In addition to the above, the Client confirms and agrees that both the Client and any of its representatives, authorized persons (including Account Authorized Persons and/or Users, as the case may be) or Delegates under the Contractual Documentation, **must keep safe and take measures to protect any Security Elements**, not to disclose the Security Elements to unauthorised persons and/or to record the Security Elements in a recognisable form, not to misappropriate the Security Elements, to ensure that the Card PIN is entered at the electronic terminal (POS or ATM) in such a way that it is not seen by other persons, and to ensure that the Token device/ e-Token BCR Application / External Device/ Card is only used by the Users.

6. The Client and any of its representatives **are obliged to notify the Bank** by any of the methods of sending a Notice provided for in these GBTC under Chapter 6 (*Final Provisions*) Section A (*Bank-Client communication*), or through the BCR Contact Center as soon as they ascertain that:
  - (a) the recording in the current bank accounts of transactions not authorised by the Account Authorised Person or the User, as the case may be;
  - (b) any error or irregularity occurring in the management of the current bank account by the Bank;
  - (c) elements giving rise to suspicion of possible copying of the Card, observation of elements giving rise to suspicion of knowledge of Security Elements / possession of Security Elements by unauthorised persons;
  - (d) the detection of Card malfunctions, including incorrect access codes received;
  - (e) malfunctions of the Token device/ e-Token BCR Application / Integrated eToken Functionality or other incorrect identification data;
  - (f) loss, theft, destruction, copying, unauthorized use of the Security Elements or the Card/ Token device/ eToken BCR Application/ Integrated eToken Functionality / External Device, or any other unauthorized use thereof, in order for the Bank to block unauthorized persons from accessing the Client's accounts and/or to block the Card/ Token device/ e-Token BCR Application/ Integrated eToken Functionality / External Device.
7. The Client undertakes to **immediately change the Security Elements**, if there is suspicion that they are known to unauthorized persons, and the Bank shall block the Card, the Electronic Banking Service or any other affected Banking Service promptly upon receipt of the relevant Notice from the Client.

## Chapter 6. FINAL PROVISIONS

### A. CLIENT- BANK COMMUNICATION

1. Unless otherwise agreed between the Bank and the Client, any Notice may be sent:
  - (a) **by the Client to the Bank:** by registered letter with acknowledgement of receipt or by registering it at a Banking Unit, or by other means of communication expressly accepted by the Bank by the specific Contractual Documentation executed by the parties;
  - (b) **by the Bank to the Client:** directly or by post, courier, recorded telephone call, fax, email, SMS, Messaging, or by any other means of communication that provides proof of communication to the Client, using the last address/contact details communicated to the Bank by the Client.
2. Any Notice sent by the Bank to the Client shall be deemed to have been effected if the Bank possesses, as the case may be: (i) a copy of the communication signed by the Client, (ii) a dispatch document signed by the post office or by courier or postal order companies, (iii) proof of transmission by fax, e-mail or SMS (iv) recording of telephone calls or (v) proof of the Notice being made available in the Messaging. For the avoidance of doubt, any Notice sent by Messaging shall be deemed to have been correctly addressed if it has been sent to the Client's User's Messaging, the Authorised being obliged to immediately make available to the Client any Notice received from the Bank, and, if applicable, to obtain the Client's consent in formulating the appropriate reply.
3. For any Notice, BCR will use the contact details declared by the Client in the last Contractual Form submitted to the Bank. Any Notice sent to the Client by post or courier to the last known address and returned as undeliverable shall be deemed to have been sent on the date of return as recorded on the envelope by the post office / courier company.
4. Subject to mandatory legal provisions, the Bank shall have the right, but shall not be obliged, to apply any security measures it deems necessary or advisable to ensure the confidentiality of a Notice, and the Client shall comply with the Bank's instructions in this regard. The Client undertakes to take all necessary measures to ensure the confidentiality of the information transmitted to the Bank, including by electronic means (e.g. e-mail, Messaging), at least until such time as it comes into the Bank's possession.

5. The Bank shall treat any Notice as having been issued or transmitted by the Client if there is a reasonable appearance that such Notice was issued/transmitted using the contact details previously declared by the Client, and the Client agrees that it is not entitled to dispute the transmission of Notices if they have been received by the Bank through the agreed communication channels and/or from the persons delegated or empowered by the Contractual Documentation.
6. The Client shall take all necessary measures to ensure the confidentiality of the information transmitted to the Bank, including by electronic means, at least until such time as it comes into the Bank's possession.
7. Documents drawn up in foreign languages shall be submitted to the Bank together with a notarized translation into Romanian, which translation shall prevail in the relations between the Client and the Bank.
8. Documents signed electronically shall bear a qualified electronic signature according to the applicable legal requirements.
9. In the cases expressly provided for in these GBTC and/or the Contractual Documentation, the Bank may send communications of a general nature, addressed to all Clients, by publication on the Internet Page and/or by posting at the Banking Units and/or by other means of mass communication. The date of the communication shall be deemed to be the date of posting or publication, as the case may be.

## **B. ASSIGNMENT**

1. The Client shall not assign (i) its rights and obligations resulted from the contractual business relationship concluded with the Bank and governed by these GBTC, (ii) its rights and obligations according to the Contractual Documentation, in the absence of a prior written consent of the Bank.
2. The Bank, at its free will and at any time during the existence of the contractual business relationship between the Client and the Bank, governed by these GBTC, as well as by the Contractual Documentation, may assign to a third party elected at its sole discretion, any of its rights in the respective contracts, as well as such contracts entirety, together with any related guarantees, and the Client, by accepting these GBTC, unconditionally consents to any such assignment.
3. The assignment will become binding and enforceable against the Client starting with the date of receipt of a notice from the Bank with respect to the transfer of rights arising from the contractual business relationship between the Client and the Bank, governed by these GBTC, as well as of the transfer of the Contractual Documentation entirety.
4. The Client understands and agrees that, in case of assignment in accordance with the provisions of this Chapter 6. Final provisions, Section B. (Assignments), the Bank will be released from all its obligations related to the rights so transferred or, as appropriate, any and all of its obligations under the Contractual Documentation, starting with the moment when the assignment becomes effective.

## **C. FORCE MAJEURE. FORTUITOUS CASE**

1. With respect to any payment obligation resulting on its account or in connection with the Contractual Documentation, the Client shall not be released of its contractual liability given the occurrence of a fortuitous case or of a force majeure event, except for an event of force majeure or a fortuitous case that causes the interruption of the operation of the interbank payment system and only for as long as the interbank payment system interruption is not remedied.
2. Except for the Client's payment obligations, as mentioned above, the Bank and the Client are not liable for any loss triggered by distressed operations caused by force majeure or fortuitous case.
3. Force majeure means any external event unforeseeable, unavoidable and independent of the will of either party, which absolutely prevents total or partial fulfilment of the obligations stated in the specific Contractual Documentation (e.g. natural disasters, war, strikes). The fortuitous case is an event that cannot be predicted nor avoided by the relevant party who is wholly or partially prevented from performing its obligations under the specific Contractual Documentation 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 any of the means of communication provided in Chapter 6 (*Final Provisions*), Section A (*Client- Bank communication*) of these GBTC, 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,.
5. 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.

#### **D. INTELLECTUAL PROPERTY**

The Client accepts that the Bank has exclusive rights to any computer application in respect of which the Bank grants a right of use to the Client and undertakes not to copy, not to grant the right of use of any such application to any third party, not to modify or interfere in any way with it.

#### **E. APPLICABLE LAW. JURISDICTION**

1. The present GBTC, the entire Contractual Documentation concluded between the Client and the Bank and any other relationship between the Client and the Bank is governed by Romanian law.
2. Any dispute including, for the avoidance of doubt, any dispute arising out of or in connection with these GBTC and/or any Contractual Documentation entered into between the Client and the Bank (including a dispute concerning non-contractual obligations arising out of or in connection with the GBTC and/or the applicable Contractual Documentation, or a dispute concerning the existence, validity or termination of the GBTC and/or the applicable Contractual Documentation or the consequences of its invalidity) shall be settled in an amiable manner by the relevant 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 headoffice.
3. If the Client considers that the Bank has breached the provisions of Law no. 209/2019 regarding the payment services and for the amendment of certain normative acts, the Client, at his choice:
  - a) may initiate legal actions against the Bank; and/or
  - b) may submit a claim to the National Bank of Romania, headquartered in Romania, Bucharest, 25 Lipscani Street, District 3, postal code 030031, further information being available on website [www.bnr.ro](http://www.bnr.ro) and/or
  - c) may submit a claim to the National Agency for Fiscal Administration, headquartered in Romania, Bucharest, 17 Apolodor str, District 5, postal code 050741 further information being available on website [www.anaf.ro](http://www.anaf.ro), and/or
  - d) may apply to to out-of-court dispute resolution procedures, and/or
  - e) may use the mediation procedure, based on the provisions of the Law 192/2006 on mediation and the organization of the profession of mediator, as further amended and supplemented.

#### **F. SCHEDULES**

Schedules 1 to 9, namely Schedule 1 (*General Definitions*), Schedule 2 (The Form for Information to Depositors), Schedule 3 (List of Deposits Excluded from the Guarantee Scheme), Schedule 4 (Definitions related to CRS), Schedule 5 (Definitions related to FATCA), Schedule 6 (Terms and Conditions for the utilization of Business Cards), Schedule 7 (Terms and conditions for the use of Electronic Banking Services), Schedule 8 (Terms and conditions for the operation of the BCR Simple Payments Application), and Schedule 9 (Terms and conditions for the operation of the Banking Services Packages attached to the current bank account), attached to these GBTC are an integral part of the present GBTC.



## SCHEDULE 1 General Definitions

**3D** means a protocol used as an added layer of security for Card Transactions conducted online. 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 when performing Card Transactions through the internet

**AML/CFT/KYC (Anti Money Laundering/Combating Financing of Terrorists/Know your Client)** means the prevention of money laundering, the financing of terrorist acts and know your customer, and **applicable AML/KYC/CFT regulations** means any applicable legal provisions in this area, as amended from time to time.

**Direct Debit Commitment (ADD)** the agreement concluded between the payee and the collecting institution, which includes the payee's responsibilities and its undertaking to comply with the provisions of the direct debit rules through the automatic clearing house and the Collecting Institution's acceptance of the payee's use of the Direct Debit Instructions under a Direct Debit scheme.

**BCR Plati Simple Application** is an offline payment solution for making payments of Entitlements to Beneficiaries of payments initiated by the Client, or for replenishing collateral deposit accounts for the deposit of Inventory-clerks' guarantee opened in the Client's name, with the amounts withheld from Inventory-clerks' salaries.

**eToken BCR Application (eToken BCR)** means the software application intended for mobile phones that generates unique codes on the basis of which the authentication of the Client and the Administrator / Authorised User takes place, respectively the authorization of Transactions carried out through the Internet Banking Service, Mobile Banking and Phone Banking, secured by a Password specific to the eToken BCR Application personalized by the Administrator / Authorised User and that can be subsequently changed by him. The Bank provides the Administrator / Authorised User with the web address where the BCR eToken Application can be downloaded to his/her personal mobile phone. In order to download the BCR eToken Application, the User must connect the mobile phone to the internet. In order to use eToken BCR, the User must install and activate the eToken BCR Application on the mobile phone by entering the following personal data into the application:

- a) **Username** is received by the Authorised User upon the purchase by the Client of the Internet Banking, Mobile Banking and Phone Banking Service and is an 8-digit numeric identification number that the User will use, together with the OTP code, to access the Internet Banking, Mobile Banking and Phone Banking Service;
- b) **Identity card series and number** means the series and number of the valid identity card held by the Authorised User and presented to the Bank;
- c) **Activation Code**, which is a confidential numeric code provided to the User by the Bank by means of a text message on the mobile phone (SMS), which the User shall use together with the Username and the ID number and serial number to activate the BCR eToken Application. The Activation Code has a fixed validity period. When the validity period of the Activation Code expires, the User will be able to generate a new Activation Code each time they go through the activation process. Any change to the Activation Code will be sent to the User by SMS to the mobile phone number indicated by the Authorised User in the specific Contractual Form. The Activation Code used to activate the BCR eToken is valid for 0.5 hours from the time of generation from the eToken Application.
- d) **BCR eToken Series**, which is a confidential numeric code made available to the User by BCR in accordance with the specific Contractual Form.

**ATM** means a banking automatic machine/device used for various Card operations such as: cash withdrawal, payment of utilities bills, obtaining of financial information on account status etc.

**Strict Client Authentication** means a method of authentication that allows the Bank to verify the Client's identity and expression of Consent, amongst other, to the execution of a remote transaction that relies on the use of two or more Security Elements that are included in the categories of knowledge (something only the Client knows), possession (something only the Client possesses) and inherency (something the Client represents) and that are independent.

**Accepting Bank** means the credit institution that offers Card acceptance services at merchants, as well as cash dispensing services, at the counter or in its own ATM network.

**BEN** means an option for commissioning the foreign currency operations whereby the commissions of all payment service providers involved in the payment process are born by the payee.

**Beneficial Owner** means any natural person who ultimately owns or controls the Client and/or the natural person on whose behalf or in whose interest a transaction, operation or activity is carried out, directly or indirectly.

The notion of Beneficial Owner includes at least:

- a) in the case of companies subject to commercial registration and foreign corporate entities:
  1. the natural person or natural persons who ultimately own or control the company subject to registration in the commercial register by directly or indirectly exercising ownership of a sufficient percentage of the shares or voting rights or by participating in the equity of that company, including by holding bearer shares, or by exercising control by other means, other than a company listed on a regulated market which is subject to disclosure requirements in accordance with European Union law or equivalent international standards ensuring adequate transparency of information concerning the exercise of ownership. Ownership of 25% plus one share or equity interest in a company of more than 25% by a natural person is an indication of direct exercise of ownership. Ownership of 25 per cent plus one share or equity interest in a company of more than 25 per cent by a foreign corporate entity under the control of an individual, or by several foreign corporate entities under the control of the same individual, is an indication of indirect ownership;
  2. if, after due diligence and provided there are no grounds for suspicion, no person is identified in accordance with point 1 or if there is any doubt that the person identified is the Beneficial Owner, the natural person occupying a senior management position, namely: the manager(s), members of the management/supervisory board, directors with delegated powers from the manager/management board, members of the executive board..;
- b) in the case of trusts or similar legal arrangements, all of the following persons:
  1. the settlor(s) and the persons appointed to represent his/ their interests in accordance with the law;
  2. the trustee(s);
  3. the beneficiary/beneficiaries or, if his/their identity is not identified, the category of persons in whose main interest the trust or similar legal arrangement is constituted or operates;
  4. any other natural person exercising ultimate control over the trust or similar legal arrangement under foreign law through the direct or indirect exercise of ownership or by other means;
- c) in the case of non-profit legal persons:
  1. partners or founders;
  2. members of the board of directors (In Romanian *consiliul director*);
  3. persons with executive functions empowered by the board of directors to exercise its powers;
  4. in the case of associations, the category of natural persons or, where appropriate, the natural persons in whose main interest they are constituted or, in the case of foundations, the category of natural persons in whose main interest they are constituted;
  5. any other natural person exercising ultimate control, by whatever means, over the non-profit-making legal person;
- d) in the case of legal persons other than those referred to in point (a), the following (d) legal persons other than those referred to in (a) to (c) and entities which administer and distribute funds:

1. the natural person who is the beneficiary of at least 25% of the assets, i.e. shares or stock of a legal person or an entity without legal personality, if the future beneficiaries have already been identified;
2. the group of persons in whose main interest a legal person or unincorporated entity is incorporated or operates, if the natural persons benefiting from the legal person or entity have not yet been identified;
3. the natural person(s) who exercises control over 25 % or more of the property of a legal person or unincorporated entity, including by exercising the power to appoint or remove a majority of the members of the administrative, management or supervisory bodies of that entity;
4. the natural person(s) at the head of the legal person where, after due diligence and provided that there are no grounds for suspicion, no natural person is identified in accordance with points 1-3 or where there is any doubt that the person identified is the beneficial owner

**BIC** means identification code of banks in the SWIFT system (Society for Worldwide Interbank Financial Telecommunication).

**NBR** means the National Bank of Romania.

**Business 24 Banking BCR** is the Electronic Banking Service that allows to get connect to the Bank via the internet, offering the possibility to perform banking operations and obtain banking information from any location with access to internet services.

**Card** means card ( debit or credit card), in physical or digital form, denominated in RON or foreign currency, representing an electronic payment instrument by means of which the Client, through the Card User, has access to the cash available in a current bank account opened in the Client's name with the Bank (in the case of a debit card) or to the Bank's cash available within a previously established limit (in the case of a credit card). The Card incorporates contactless technology, a technology that enables the use of Cards in accordance with the requirements of card organizations, such as:

- (a) at Accepting Merchants displaying the contactless symbol;
- (b) the contactless Card Transaction less than or equal to 100 RON (or equivalent), respectively less than or equal to 200 RON (or equivalent) for Accepting Merchants who have opted to increase the national threshold, will be carried out without entering the PIN code and/or signing the Receipt, which is optionally issued according to the settings of the Accepting Terminals;
- (c) contactless Card Transactions over 100 RON (or equivalent), respectively over 200 RON (or equivalent) for Accepting Merchants who have opted to increase the national limit, will be carried out with the PIN code. In addition, the signature of the Receipt may be requested, which is issued optionally, depending on the settings of the Accepting Terminals;
- (d) contactless Card Transactions carried out outside Romania, in the EEA, will be carried out by entering the PIN code if it exceeds the national limit valid at the level of each country as well as the limit imposed at the level of the Bank, in accordance with the legal requirements, i.e. carrying out transactions without PIN code, with a cumulative value of 150 Euro (or equivalent).
- (e) for contactless Card Transactions carried out outside the EEA, only the rules relating to national limits set by the Accepting Merchants apply.

Activation of the contactless functionality occurs after the User has made a successful chip and PIN Card Transaction at any Accepting Terminal (ATM or POS). Any reference to the Card includes a reference to the Digital Card

**Receipt** means a payment document issued by the Terminal containing information relating to a Card Transaction.

**CIC (Client identification code)** means a permanent, unrepeatable and unique element, assigned to the Client by the Bank upon the initiation of the business relationship with the Bank, after the completion of the verification procedure of the identity of the Client and the Beneficial Owner.

, the element by which the Client is identified within the Contractual Documentation, as well as within the account statement and/or financial reports issued by the Bank

**CIP (Payment Incident Centre)** is a structure specialised in collecting, storing and centralising information specific to payment incidents produced by Debit Instrument account holders.

**Client** means any any PJ or SEI who has applied to open an account with the Bank, or has opened an account with the Bank and/or has contracted a Banking Service from the Bank and who, in their relationship with the Bank, acts through Account Representatives and/or Delegates and/or Users. For the avoidance of doubt, to the extent that the Client has contracted any Electronic Banking Service from the Bank, the Client is a "holder" within the meaning of the legal provisions governing remote access electronic payment instruments.

**CNP (Card Not Present)** means a Card Transaction conducted without the physical presence of the Card.

**Accepting Merchant** means a legal entity that accepts the Card for payment of goods and/or services sold.

**Consent** means the authorization to execute a payment and/or banking transaction, expressed in the terms and conditions set forth in these GBTC.

**Card Account** means the bank current and/or credit account(s) opened with the Bank by the Client, in which the Transactions carried out with the Cards issued at the Client's request will be recorded.

**BCR Contact Center** means the communication center with BCR, available to the Client 24 hours a day by calling the following contact numbers: \*2227 (normal rate number, callable from national fixed/mobile networks Telekom, Orange, Vodafone, RDS-RCS) or 021/407.42.00 (normal rate number, callable from any network in Romania or abroad).

**Main Account** means (i) in relation to a Package, the current RON-denominated account/sub-account designated as such by the Client in the specific Contractual Form, respectively (ii) in relation to an Electronic Banking Service, the current account/sub-account of the MultiCash/e-BCR Group Client/Member indicated in the specific Contractual Form as the main account for payment of fees, charges and taxes related to the respective Banking Service.

**COT (cut off time)** means the cut-off times set by the Bank by which (i) a payment transaction must be transmitted by the Client, respectively by which (ii) a banking transaction or a document or a condition must be performed / transmitted / fulfilled, so that the payment transaction, respectively the banking transaction / document / condition is deemed to be received by the Bank on the same Business Day. The list containing Cut-Off Times and the rules for processing banking operations is published on the Website (**Business => Useful => Useful Information => Cut-Off Times**) and displayed in the Banking Unit.

**CRC** stands for Credit Risk Centre, a specialized structure that manages credit risk information and card fraud information for the specific purposes of the users, in accordance with the provisions of Regulation NBR 2/2012 on the organization and functioning of the Credit Risk Centre at the National Bank of Romania, as amended.

**CVV2/CVC2** means the security code containing 3 digits, uniquely generated for each card, printed on the signature strip of the Card.

**Anniversary Date** means the calendar day which marks monthly (i) the date of activation of any Electronic Banking Service and/or (ii) the date of opening in the Bank's systems of any current account of the Client and/or (iii) the date of activation of the Principal Account related to a Package in the Bank's systems.

**Date of completion** Business Day (z) on which the amount stipulated within the Direct Debit Instruction is credited to the payee's current account by the Collecting Entity.

**Direct Debit (DD)** modality for the payment of an amount of money agreed upon by the payer and the payee, 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 payee's request, and the appropriate crediting of the payee's current account by the Collecting Entity on the basis of the Direct Debit Undertaking, which payment modality does not require the prior authorisation by the payer for every Direct Debit Instruction given on his/ her current account.

**Delegate** any of the individuals other than an Account Authorised Person or a User appointed by the Client based on the Contractual Documentation to perform, on Client's behalf, different operations regarding the Banking Services (for example but not limited to deposit and withdrawal of documents, cash deposit, etc, etc.) without having the right to engage the Client in new contractual relationship with the Bank or to agree the amendment of existing contractual relationships.

**Unauthorised Overdraft** means any overdraft of the Bank's own funds and/or funds granted by the Bank to the Client in the form of credit through a Card Account.

**Card Digitisation** is the creation by the Cardholder/User of a digital image of a Card existing on a mobile terminal. For the avoidance of doubt, when the Cardholder/User has Digitised the Card, that Card is referred to in the specific Contractual Documentation as the "**Digital Card**", it being agreed that any reference to the Card includes reference to the Digital Card.

**DS (Digital Signature) Code** means a unique code generated by the Token device/ e-Token BCR Application/ Integrated eToken Functionality, according to the specific instructions, with which the Client expresses his consent and authorizes the operations performed through e-BCR Services, Internet Banking, Mobile Banking and Business 24 Banking Services.

**External Device** means, in the case of the MultiCash Service, a pen drive or floppy disk for storing the electronic signature/security file.

**Contractual Documentation** means (i) these GBTC, which form the general framework for the Client-Bank relationship (including, for the avoidance of doubt, the BCR Applicable Fee Schedule), as they may be amended by the Bank from time to time, together with (ii) any specific Contractual Form signed by the for contracting a Banking Service, (iii) any other documents issued pursuant to the GBTC or any of the agreements, as any of them may be amended from time to time by the Bank.

**Entitlements** means entitlements in the form of salaries, pensions, state child allowances, dividends, etc.

**Security Elements** means the elements of identification and expression of Consent that the Client sets individually as static passwords or receives from the Bank or that are generated by the Client's mobile devices on which the software applications are installed that are necessary to authenticate the Client and authorise payment transactions such as the Token device, the Integrated eToken Functionality, the e-Token BCR Application, BCR e-Token Series, e-Token BCR Activation Code, Integrated eToken, PIN, eToken BCR Application Specific Password, One Time Password, Digital Signature, User Name, unique codes and authentication elements generated by using sensors and algorithms read through devices and software integrated in mobile devices, static passwords set by the Client for e-commerce, etc .

**EUI** means any unique identification element, such as a unique registration code (CUI), tax identification code (CIF), tax identification number (NIF), etc., issued by competent public authorities in Romania or other countries, assigned to a legal person or a person carrying out independent activities at the time of its establishment and/or registration in specific public record systems for the purpose of carrying out the activity under the law (i.e. register, register, etc.), which, by its unique and unrepeatable character, allows the unequivocal identification of the person concerned.

**Execution of a Direct Debit Instruction** means the procedure whereby the Paying Institution implements the Direct Debit Mandate given by the payer, accepting the execution of the Direct Debit Instruction by debiting the payer's current account and accepting the interbank settlement in accordance with the provisions of the system rules of the automated clearing house.

**Contractual Form** means any contract, form, application, notification or other standard document in written form between the Bank and the Client or sent by the Bank to the Client for the purpose of contracting a Banking Service or completing or modifying a contracted Banking Service, including, for the avoidance of doubt, updating/providing identification/correspondence/contact details for communications and transmission of Client's documents.

**Important Public Office** means one of the offices held at present or in the past by a person or members of his/her family (his/her spouse or cohabitee/person with whom he/she is in a relationship similar to that between spouses or children and their spouses or cohabitees/persons with whom their children are in a relationship similar to that between spouses or parents) or by persons known to be close associates of persons who hold or have held important public offices (individuals known to be Beneficial Owners of a legal person, of an unincorporated entity or a legal arrangement similar to them together with any of the persons exercising or having exercised important public functions or as having any other close business relationship with such a person, natural persons who are the sole beneficial owners of a legal person, an unincorporated entity or a legal arrangement similar to them known to be established for the de facto benefit of one of the persons exercising or having exercised important public functions), as well as the following important public functions: (a) heads of state, heads of government, ministers and deputy ministers or secretaries of state; (b) members of parliament or similar central legislative bodies; (c) members of the governing bodies of political parties; (d) members of supreme courts, constitutional courts or other high-level courts whose decisions may be subject to extraordinary appeal; (e) members of the governing bodies of courts of auditors or members of the governing bodies of the boards of central banks; (f) ambassadors, chargés d'affaires and senior officers in the armed forces; (g) members of boards of directors and supervisory boards and persons holding managerial positions in autonomous companies, companies with majority state capital and national companies; (h) directors, deputy directors and members of the board of directors or members of the governing bodies of an international organisation. None of the above categories shall include persons occupying intermediate or junior positions.

**Integrated eToken Functionality** (or **Integrated eToken**) is the functionality related to the Mobile Banking Service that generates OTP codes representing Security Elements on the basis of which the identification of the Client and the User takes place, respectively the authorization of Transactions performed through Internet Banking, Mobile Banking, Phone Banking Services, secured by a PIN code personalized by the User and that can be subsequently changed by him/her. In order to use the Integrated eToken Functionality, the User shall download the Electronic Banking Servicespecific application to his/her mobile device and activate this functionality by following the instructions available therein. To the extent that the User has activated the eToken Integrated Functionality, the use of eToken BCR is no longer possible for Electronic Banking Service. To the extent that the User resets/re-installs the Electronic Banking Service specific application on his/her mobile device, it will continue to be usable exclusively with the Integrated eToken Functionality.

**MoneyBack Functionality** means the functionality of the Mobile Banking Service application which allows the Client to obtain discounts in the form of cash-back or other forms of savings (such as vouchers/discount codes, gift products or services) for purchases made by the Client at certain merchant partners in accordance with the terms and conditions set out in the official rules of the "MoneyBack" loyalty programme (the **MoneyBack Rules**) published on the Website.

**Inventory-clerk** ("*gestionar*") means, according to the law, the natural person who has a contractual employment relationship with the Client and whose main service duties are the receipt, storage and release of goods under the administration, use or possession, even temporary, of the Client.

**BCR Group** means the group of which the Bank is a part, including the entities that directly or indirectly control or are controlled by the Bank and their subsidiaries.

**BCR Business 24 Banking Group** means the group of PJ Clients who hold one or more current bank accounts with the Bank, nominated by the Client for the purpose of obtaining access and the right to perform transactions through the BCR Business 24 Banking Service via the current bank accounts of the nominated BCR Business 24 Banking Group Members;

**MultiCash/e-BCR Group** means the group of PJ Clients holding one or more current bank accounts with the Bank, nominated by the Client for the purpose of obtaining access and the right to perform transactions through the MultiCash/e-BCR Service via the current bank accounts of the MultiCash/e-BCR Group Members.

**DI** or **Debit Instruments** means debit payment instruments, i.e. cheques, drafts and promissory notes.

**Account Authorised Persons** means the persons authorised to represent the Client in relations with the Bank (legal or contractual representatives of the Client), appointed at the opening of the Account or subsequently, including, for the avoidance of any doubt, by the Administrator User, by the specific Contractual Forms, authorized to carry out banking transactions in the name and on behalf of the Client through any channel (with the exception of transactions carried out through an Electronic Banking Service), in accordance with the provisions of the GBTC and the specific Contractual Forms.

**Collecting institution** means the credit institution with which the payee has opened the current account to be credited or has been credited with the amount set out in the Direct Debit Instruction.

**Paying institution** means the credit institution with which the payer has opened the current account to be debited or has been debited with the amount specified in the Direct Debit Instruction.

**Direct Debit Instruction (DDI)** means a Direct Debit payment instruction issued by a payee and drawn on a payer's current account with a Paying Institution.

**The secret question and answer** means a security measure required by the Bank when granting the rights of use to any User of any of the e-BCR Services, Internet Banking, Mobile Banking and Phone Banking, or Business 24 Banking BCR Services. This measure is used for the purpose of identifying the User when interacting with the BCR Technical Support service in order to perform the requested operations (e.g., but not limited to: PIN unlocking, OTP unlocking, DS unlocking due to the Authorised User's misuse of the BCR Token device/ eToken Application, Integrated eToken Functionality, etc.).

**Card Transaction limits** means the limits communicated by the Bank to the Cardholder or separately agreed between the Bank and the Cardholder.

**The list of not accepted Cards** means one of the two lists for each international institution: the CRB (Card Recovery Bulletin) for VISA and the StopList for MasterCard, in which the Cards that will not be accepted are registered.

**Direct Debit Mandate** or **MDD** means the document satisfying legal requirements by which a payor grants a permanent but revocable authorisation to the payee to issue Direct Debit Instructions on its current account opened with the Paying Institution and, respectively, the right of the Paying Institution to debit its current account with the amount set out in the Direct Debit Instructions issued by the payee.

**Optional mechanism for managing access to accounts via Payment Service Providers** means an optional facility, related to Electronic Banking Services (except MultiCash Service), which allows managing access of Administrator Users to the Client's account via the Payment Initiation Service Provider, the Account Information Service Provider, as well as the expression of Consent to the Bank to confirm, at the request of the payment service provider issuing Card-based payment instruments, that the amount corresponding to a given Card-based payment transaction is available on the Client's payment account.

**Business 24 Banking BCR Group Member** means the PJ Client who is a member of a Business 24 Banking BCR Group other than the Client.

**MultiCash/e-BCR Group Member** means the PJ Client who is a member of a MultiCash/e-BCR Group other than the Client.

**Messaging** (or **Mailbox**) means the functionality of the applications corresponding to the Electronic Banking Services (except for the Phone Banking Service) that allows the Bank to send communications, Notices and any other type of messages (including direct messaging / chat) in writing, on durable support, to those Clients that have access to those Services.

**Notice** means any notice, request or correspondence under or in connection with these GBTC and/or any Contractual Documentation and/or any specific Contractual Form.

**User Name** means an identification number consisting of numeric characters, which is confidential, that the User will use together with the OTP code to access the relevant Electronic Banking Service.

**One Time Password** or **OTP** means a unique code generated by the Token device/BCR e-Token Application /Integrated eToken Functionality, according to the specific instructions, which is used to identify the Authorised User in the relevant Banking Service and/or to authorize the transactions performed.

**PO (payment order)** means any unconditional instruction given by the payer to his payment service provider, directly or through a Payment Initiation Service Provider, requesting the execution of a payment transaction.

**TPO (Treasury Payment Order)** means the instruction given by the payer to his payment service provider requesting the execution of a payment transaction in relation to the State Treasury.

**OUR** means a way of commissioning a payment transaction whereby the fees of all payment service providers on the payment route are borne by the payer. The "guaranteed OUR" fee excludes the possibility of subsequent settlement of any fees, as the fee for the payment is borne by the originator only once when the payment is made, except for payments transiting through the USA.

**Package** means the package of Banking Services attached to the current bank account. Within the Package, the services are grouped in a predetermined manner and are offered by the Bank at a single cost, which is more advantageous than the costs charged for Banking Services contracted individually. Packages also include certain transactional components free of charge in relation to the Banking Services in the Package.

**Website** means the BCR website, i.e. [www.bcr.ro](http://www.bcr.ro)

**BCR eToken Application Specific Password** means a confidential alpha-numeric code used as a link between a system and its user, who uses it for identification purposes in the system. The User sets his or her BCR eToken Application Password in the application activation process or later. The BCR eToken Application Password is customized by the User, and the User's access to use the BCR eToken Application is subsequently permitted only after entering the BCR eToken Application Password.

**Self-employed individuals** or **SEI** means authorised natural persons or sole proprietorships or family businesses registered with the Trade Register, organised under Government Emergency Ordinance No 44/2008; holders of liberal professions that are organised and operate under the laws specific to each profession (e.g.(architects, auditors, valuers, tax consultants, mediators, lawyers, notaries, bailiffs, chartered accountants, etc.); individual agricultural producers (not authorised as authorised natural persons) and associations of individual agricultural producers, associations or other types of organisations with an agricultural profile; other categories of natural persons running a business within the meaning of Art. 3 (3) of the Civil Code in forms other than those mentioned above, which the Bank considers as SEI and issues written confirmation to this effect.

**Publicly Exposed Persons** means individuals who hold or have held an Important Public Office.

**PIN** means a confidential numeric code used as a link between a system and its user, who uses it for identification purposes in the system, as follows:

- (a) in the case of Cards, the PIN code is assigned by the Bank to each Card for use by the User when performing Card Transactions at the POS and/or ATM;
- (b) in the case of Electronic Banking Services, upon purchase of the relevant Banking Service, (i) the PIN code of the Token Device is pre-set by the Bank, and (ii) the PIN code of the BCR eToken Application/ the Integrated eToken Functionality as well as the PIN code of the External Device is set by the User, in all cases, this PIN code may be subsequently changed by the User. The User's access to use the Token Device / BCR eToken Application / Integrated eToken Functionality / External Device is allowed only after entering the PIN code.

**Standing Order (STO)** means the payment method whereby the Bank executes payment orders on fixed dates and in pre-agreed amounts, based on the contract concluded with the payer.

**POS** means an electronic terminal for the electronic authorisation and processing of a Card Transaction.

**Account Information Service Provider** means a payment service provider that exclusively performs Account Information Services.

**Payment Initiation Service Provider** means a payment service provider that exclusively performs Payment Initiation Services.

**Card-based Payment Instrument Issuer** means a payment service provider that issues Card-based payment instruments.



**Working Hours** means the period of time during a Business Day when the Bank can process documents and carry out operations in accordance with the established system rules as displayed in the Banking Units.

**Business to Business (B2B) Direct Debit Scheme** means Direct Debit scheme accessible to PJ Clients.

**CORE Direct Debit Scheme** means the Direct Debit scheme accessible to both individual and PJ Clients.

**EEA** means the European Economic Area.

**SEPA** means a geographical area, also known as the Single Euro Payments Area.

**Authorisation Services** means the processes by which a request to perform a Card Transaction is approved or rejected. The decision to approve or reject a Card Transaction is made by the Bank or by a third party acting on behalf of the Bank.

**Funds Availability Confirmation Service** means the service whereby the Bank confirms, at the request of a Card-based Payment Instrument Issuer, whether an amount required to execute a payment transaction via the Card is available in the Client's current online accessible bank account.

**Electronic Banking Services** means any and all of the following Banking Services: MultiCash Service, e-BCR Service, Internet Banking, Mobile Banking and Phone Banking Service, Alerts Service, Alerts Service and BCR Business 24Banking Service.

**Account Information Services** means services providing consolidated information about one or more current bank accounts accessible online.

**Payment Initiation Services** means services for initiating payment instructions at the request of the Payment Service User in respect of a current bank account accessible online.

**Banking Service** means any of the services and/or products offered by the Bank to the Client, or contracted by the Client under the specific Contractual Documentation.

**Alerts Service** means the Banking Service through which the Bank provides the Clients with information about entries and exits recorded in their accounts, by sending messages via SMS or email, Banking Service whose commercial name is BCR Alert Plus.

**Info Alerts Service** means the Banking Service through which the Bank sends the Client alerts by SMS, e-mail or push messages via the Internet Banking and Mobile Banking Services application, according to the Client's options regarding: transmission channel, minimum transaction amount, types of alerts, mobile phone number and e-mail address for sending alerts, Banking Service whose commercial name is George Info.

**BCR Business 24 Banking Service** is an Electronic Banking Service that allows the Client to connect to the Bank through the internet, offering the possibility to perform banking operations and obtain banking information from any location with internet connection.

**e-BCR Service** is an Electronic Banking Service that allows the Client to connect to the Bank's servers and perform and sign banking transactions, i.e. obtain banking information via the internet.

**Internet Banking Service** is an Electronic Banking Service, a component of the Internet Banking Service, Mobile Banking and Phone Banking, through which the Client can perform via the internet various operations from current bank accounts activated for this component (including operations from special transitory internal accounts, for the payment of money claims/collateral deposits for the deposit of collateral), whose trade name is **George**.

**Internet Banking, Mobile Banking and Phone Banking** means the Electronic Banking Service offered by the Bank, having three components, namely: Internet Banking Service, Mobile Banking Service and Phone Banking Service.

**Mobile Banking Service** means an Electronic Banking Service, a component of the Internet Banking Service, Mobile Banking, through which a Client can perform, via a smartphone or tablet connected to the internet, with Android or iOS operating system, various operations from current bank accounts, Banking Service whose trade name is George.

**MultiCash Service** is an Electronic Banking Service offered by the Bank that allows you to connect to the Bank's servers and perform and sign banking transactions, i.e. obtain banking information via the internet from the computer on which the relevant application has been installed.

**Phone Banking Service** is an Electronic Banking Service, a component of the Internet Banking, Mobile Banking and Phone Banking Service, through which a Client can perform, via the telephone, various operations from the current bank accounts activated for this component, Banking Service whose commercial name is **Alo 24 Banking BCR**.

**SHA** means a commissioning arrangement whereby the originator's payment service provider's commission is borne by the originator and the payee's payment service provider's commission is borne by the payee, which commissioning arrangement applies in the following situations:

- (a) payment transactions in RON for which the payment service provider of the payee and the payment service provider of the payer are on the territory of Romania;
- (b) payment transactions covered by the applicable payment services legislation, i.e. those for which the Payment Service Provider of the originator and the Payment Service Provider of the payee are located in EU/EEA Member States, and the currency is the Euro or any national currency of an EU/EEA Member State.

For any situation other than those described above, SHA is a commissioning arrangement whereby the originator's payment service provider commission is borne by the originator and the payee's payment service provider commission and any correspondent bank fees are borne by the payee.

**Specimen Signature** means the holographic signature of the Account Authorised Person on the Client's Account provided to BCR as a specimen signature, by means of a specific Contractual Form, as required by the Bank, stored in the Bank's systems.

**BCR Technical Support** means the Bank's technical support service in relation to certain Electronic Banking Services, which can be accessed as follows:

- (a) **about Internet Banking, Mobile Banking, Phone Banking Service and e-BCR Service** (the latter for micro and authorised Individuals Clients):
  - (i) by telephone, on the following numbers: \*2227, a standard rate number for national fixed and mobile networks, or +4021.407.42.00 for international calls at the standard rate, or
  - (ii) by e-mail to the following address: [contact.center@bcr.ro](mailto:contact.center@bcr.ro)
- (b) **in connection with the BCR Business 24 Banking Service, MultiCash Service and e-BCR Service** (the latter for corporate Clients):
  - (i) by telephone on the following numbers: 0800.801.002 (free of charge from all national networks) and/or 021/302.0166 (free of charge from any network and from abroad), or
  - (ii) by e-mail to the following address: [bcr.multicashsupport@bcr.ro](mailto:bcr.multicashsupport@bcr.ro)

**BCR Applicable Fee Schedule** means the standard list of fees, charges, taxes and other standard costs of the Bank that the Bank charges for or in connection with the Banking Services and operations offered and/or provided to PJ or SEI Clients, as the case may be, applicable to them for the entire period during which the edition of the BCR Applicable Fee Schedule is published on the Website and/or displayed at the Banking Units, unless otherwise provided in such edition. Depending on the legal form of the Client, the BCR Applicable Fee Schedule means the BCR Fee Schedule for SEI Clients or the BCR Fee Schedule for PJ Clients.

**Terminal** means any electronic/mechanical device (e.g. POS, ATM, imprinter, internet) through which the Cardholder/User uses the Card and PIN or only the Card and performs Card Transactions on the Cardholder's account with the Bank.

**Contactless Terminal** means a Terminal that displays the contactless symbol and is equipped with technology that allows contactless transactions to be made by simply bringing the contactless Card close to the Terminal.

**Cardholder** means the Client who has opened one or more Accounts with the Bank, has signed the Bank's Contractual Form applicable to Cards, who, after the Bank has implemented this Bank's Contractual Form, is a Cardholder, as provided by law.

**Token** means a device that allows the Client and the Administrator User / Authorised User to identify and authorize transactions made through the following Electronic Banking Services: e-BCR Service, Internet Banking Service, Mobile Banking and Phone Banking, or BCR Business 24 Banking Service, using unique codes generated by the device. The Token device is received by / transmitted to the Client upon contracting the respective Service and is secured by PIN code. The entry of the Token device in the possession of the Client is proved by its use by the relevant User, starting from the date of the first use reflected in the Bank's electronic management system.

**Card Transaction** means a transaction carried out with the Card for: (i) payment for goods and services at Terminals displaying the MasterCard/Visa logo; (ii) cash withdrawal/deposit transactions, based on the PIN code, at ATMs or bank counters displaying the MasterCard/Visa logo; (iii) internet transactions using the 3D Secure service; (iv) utility bill payments at BCR ATMs; (v) reloading mobile phone cards at BCR ATMs; (vi) PIN change at BCR ATMs; (vii) account balance inquiry at ATMs based on the PIN code.

**Offline Card Transaction** means a Transaction carried out by means of the Card at a Terminal that accepts transactions without obtaining authorisation from the Card-issuing bank.

**Financial Transaction** means any transaction initiated on the basis of the Contractual Documentation in connection with the provision by the Bank of banking services in relation to financial instruments, as identified and defined in the Romanian legislation transposing Directive 2014/65/EU on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (MiFID II).

**EU** means European Union.

**Banking Unit** means any of the specialised departments of the central administration, territorial units (such as branches or agencies), business centres or any other organisational units of the Bank through which Banking Services are offered to the Client.

**User** means:

- (a) in relation to the Card: any natural person in whose name the Cardholder has applied for the issue of a Card and who is designated and recognised by the Cardholder to carry out Card Transactions on the Cardholder's account;
- (b) in relation to an Electronic Banking Service: any of the Administrator User and/or Authorised User.

**Administrator User** means, a natural person designated for this purpose by the Client by means of the specific Contractual Form, authorized, as regards any Electronic Banking Service, except MultiCash Service, for the following:

- (a) to act on behalf of and for the account of the Client as administrator of the Optional Mechanism for managing access to accounts through the Payment Service Provider;
- (b) (to the extent permitted by the technical functionalities of the platforms related to each Electronic Banking Service):
  - (i) to act as administrator of the respective Electronic Banking Service, namely to appoint and/or revoke Account Authorised Persons and/or Delegates and/or Authorised Users and/or Card Users and to set the rights, authorization limits and powers granted, the Consent in this respect of the Administrator User, in the name and on behalf of the Client, being expressed by pressing the key corresponding to the expression of the Client's consent, by entering the DS code, without holographic signature, *i.e.* without applying any simple, advanced or qualified electronic signature by the Administrator User on any document;
- (c) to the extent permitted by the technical functionalities of the platform related to each particular Electronic Banking Service, to contract, modify or terminate the provision of any Banking Service, in the name and on behalf of the Client;

- (d) (to the extent permitted by the technical functionalities of the platform related to each Electronic Banking Service and in connection with any credit agreement entered into between the Client and the Bank): making any utilisations from any credit contracted by the Client from the Bank, discounting operations, cancelling any available credit limit, requesting early repayment of any credit contracted by the Client from the Bank, activating the installment payment service in the case of credit Cards.

**Authorised User** means a natural person, nominated by the Client (including through the Administrator User, where applicable) at the opening of the account or subsequently, by the specific Contractual Form, authorized to fully represent the Client in relation to the Bank, including to carry out banking operations on behalf and for the account of the Client through the Electronic Banking Service contracted by the Client, in accordance with the provisions of these GBTC and the specific Contractual Form. The Authorised User may access the Client's accounts directly or in the case of accounts accessible online, through a Payment Initiation Service Provider, or an Account Information Service Provider, or a payment service provider issuing card-based payment instruments, within the limits of the mandate granted by the Client and in accordance with the applicable legal provisions.

**Business Day** means a day on which the Bank and any other banks in Romania are open for business and interbank transactions concluded in Romania. Where such reference is to a date of payment in a currency other than domestic currency, a Business Day shall mean any day on which banks are open for business and interbank transactions concluded in Romania and in the principal financial centre in respect of the currency in which payments for such amounts are made.

2. In GBTC, the use of the singular of defined terms implies also referring to their plural and vice versa.
3. Terms used in the Contractual Documentation which are not defined in the Contractual Documentation shall have the meaning ascribed to the terms defined in these GTC.

## 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 RON 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 RON 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 RON 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:	RON
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 RON 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 RON equivalent.</p> <p><sup>3</sup> Guarantee coverage ceiling for joint deposits:</p> <p>In case of joint deposit accounts, the guarantee ceiling set at the RON equivalent of EUR 100,000 applies to each depositor.</p>	

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, as detailed below, deposits are covered above the RON 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 [<http://www.fgdb.ro/>].

#### <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 [comunicare@fgdb.ro](mailto:comunicare@fgdb.ro) and website <http://www.fgdb.ro/>. It will make available the due compensations (up to EUR 100,000 in RON equivalent) within 7 Business 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 <http://www.fgdb.ro/>.

**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) from the Law 311/2015 on deposits guarantee schemes and Bank Deposit Guarantee Fund.
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 2 and 24 in Law no. 236/2018 on insurance distribution.
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**

**CRS:** common reporting standards (CRS) represent reporting rules and due diligence which allow disclosure of information for applying automatic exchange of information in the fiscal area.

**Financial account:** an account managed by a Financial Institution including a Deposit Account or Custody Account. By this notion shall also be understood any repurchase insurance contract and any life insurance contract issued or administered by a Financial Institution, other than an immediate, non-transferable, rent that is issued to an individual and corresponds to a invalidity pension or indemnity provided within an account that is not the subject of reporting based on the automatic exchange of financial data under the provisions of the Directive 2014/107/UE regarding the mandatory automatic exchange of financial account information.

**Deposit account:** any commercial, debit account, deposits account, or an account the existence of which is documented by a deposit, savings, investment certificate, or similar instrument held by a Financial Institution within the normal course of banking activity.

**Custody account:** an account (other than an insurance or life insurance contract) that contains one or more financial assets for the benefit of another person.

**Account that is the subject of reporting:** A Financial Account with a reporting Account Holder, managed by a Financial Institution of Romania.

**Passive Non-financial Institution (IN)** means any: (i) IN that is not an active IN; or (ii) an investment entity that is not an IN of a participating jurisdiction.

**Active Non-financial Institution** means any IN that meets any of the following criteria:

- (a) less than 50% of the IN's gross income for the preceding calendar year or other appropriate reporting period is passive income and less than 50% of the assets held by the IN during the preceding calendar year or other appropriate reporting period are assets that produce or are held to produce passive income;
- (b) IN shares are traded on a regular basis on a regulated securities market or the IN is an affiliated entity of an entity whose shares are regularly traded on a regulated securities market;
- (c) IN is a government entity, an international organization, a central bank or an entity wholly owned by one or more of the above-mentioned entities;
- (d) all IN activities consist essentially in the holding (in whole or in part) of subscribed shares issued by one or more subsidiaries whose transactions or activities are different from the activities of a financial institution, or in the financing and provision of services to those subsidiaries. However, an entity does not have the status of an active entity if it operates (or presents) as an investment fund, such as a non-listed investment fund, a venture capital fund, an acquisition fund through the company's indebtedness or any other placement organization whose purpose is to acquire or finance companies and to hold capital within the respective companies, representing capital assets for the purpose of investments;
- (e) IN does not yet engage in business activities and has never carried on business but invests capital in assets with the intention of doing business other than that of a financial institution, provided that IN does not qualify for that exception after the date on which shall be 24 months from the initial date of establishment of the IN;
- (f) IN has not been a financial institution for the past five years and is in the process of liquidating its assets or restructuring with the intention of continuing or resuming operations in activities other than those of a Financial Institution;
- (g) IN activities mainly consist of financing and hedging operations with, or for affiliated entities that are not financial institutions, and the IN does not provide funding or hedging services to any other entity that is not an assimilated entity, provided that the group to which those affiliated entities are part mainly pursuing an activity different from the activities of a financial institution; or
- (h) IN fulfills all of the following conditions:



- (i) is established and carries on business in Romania or in another jurisdiction solely for religious, charitable, scientific, artistic, cultural, sporting or educational purposes; or is established and operates in Romania or in another jurisdiction of residence and is a professional organization, a business association, a chamber of commerce, a labor organization, an organization in the agriculture or horticulture sector, a civic association or a an organization that works exclusively to promote social welfare;
- (ii) is exempt from income tax in Romania or in another jurisdiction of residence;
- (iii) has no shareholders or members who have property rights or benefits related to its assets or income;
- (iv) Romanian law applicable to IN or other jurisdictions of the IN or IN establishing documents does not allow any income or any assets of the IN to be distributed or used for the benefit of a individual or a non-charitable entity other than for the purpose carrying out the charitable activities of the IN, or as payment of reasonable compensation for the services rendered, or as the payment representing the fair market value of the property that IN bought; and
- (v) the Romanian legislation applicable to the IN or of other jurisdiction of the IN or the incorporation deeds of the IN requires that, upon liquidation or dissolution of IN, all its assets be distributed to a governmental entity or other non-profit organization, or returned to the Romanian government; or of another jurisdiction of the IN or any of its political subdivisions.

In order to establish the account holder's quality as a passive ENFS, the following NACE codes can be considered (in accordance with Order No. 1939/2016 of the Ministry of Public Finance)

6420 Holding activities

6810 Buying and selling your own real estate

6820 Renting and sub-renting of own or rented real estate

7010 Activities of head offices (central), centralized administrative offices

7740 Leasing with intangible assets (excluding financial)

9420 Activities of employees' unions

9491 Activities of religious organizations

9492 Activities of political organizations

9499 Activities of other organizations n.c.a.

9609 Other service activities n.c.a

9700 Activities of private households as employer of domestic staff

9820 Activities of private households producing services for their own purposes

**Reporting person:** Any person having any of the element to report under the applicable law.

**Person from another Member State:** an individual who is resident in any other Member State under the tax laws of the jurisdiction of that Member State or the estate of a deceased person who was a resident of any other Member State.

**Account Holder:** The person identified as the holder of a Financial Account by the Financial Institution at which the account was created. In the case of an insurance contract or viageve rent, it is the person who has the right to access the redemption value or to modify the beneficiary the contract. In the event that no person has such rights, the holder shall be deemed to be the person entitled to the payment in accordance with the contractual terms.

**Financial institution in terms of CRS specific legislation** refers to a custodian institution, a depository institution, an investment entity or a defined insurance company.

In order to establish the status of the account holder that is a CRS financial institution, the following NACE codes (according to Order no. 1939/2016 of the Ministry of Public Finance) can be considered:

- 6419 Other monetary intermediation activities
- 6430 Mutual funds and other similar financial entities
- 6499 Other financial intermediation n.c.a.
- 6511 Life insurance activities
- 6512 Other insurance activities (except life assurance)
- 6520 Reinsurance activities
- 6530 Activities of pension funds (except those in the public social insurance system)
- 6611 Financial market administration
- 6612 Financial intermediation activities
- 6619 Activities auxiliary to financial intermediation, except insurance and pension funding
- 6630 Fund management activities

**SCHEDULE 5 – DEFINITIONS RELATED TO FATCA**

A "**financial institution**" from the FATCA specific legislation point of view refers to a custodian institution, a depository institution, an investment entity or a defined insurance company.

In order to establish the status of the account holder, which is a FATCA financial institution, the following CAEN codes (according to Order no. 1939/2016 of the Ministry of Public Finance) can be considered:

6419 Other monetary intermediation activities

6430 Mutual funds and other similar financial entities

6499 Other financial intermediation n.c.a.

6511 Life insurance activities

6512 Other insurance activities (except life assurance)

6520 Reinsurance activities

6530 Activities of pension funds (except those in the public social insurance system)

6611 Financial market administration

6612 Financial intermediation activities

6619 Activities auxiliary to financial intermediation, except insurance and pension funding

6630 Fund management activities

A "**passive non-financial entity**" (Non-Financial Foreign Entity = NFFE, the term "foreign" refers to non-US status) means any NFFE that is not an Active NFFE, or (ii) a foreign partnership that retains at source or a foreign trust withholding at source under US Treasury regulations.

An "**Active Non-financial Entity**" means any NFFE that meets any of the following criteria:

- (a) less than 50% of the NFFE gross income for the preceding calendar year or other appropriate reporting period is passive income and less than 50% of NFFE's assets during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of passive income;
- (b) NFFE shares are regularly traded on a regulated securities market, or NFFE is a Affiliate Entity of an Entity whose shares are regularly traded on a regulated securities market;
- (c) The NFFE is organized in a United States Territory and all of the recipient's owners are residents of good faith of that United States Territory;
- (d) The NFFE is a government (other than the US government), a political subdivision of such a government (which for the avoidance of doubt includes a state, a region, a county or a municipality) or a public body that fulfills a function of that government or a political subdivision thereof, a United States Territory government, an international organization, a non-US central broadcasting bank, or a wholly-owned Entity of one or more of the above;
- (e) Essentially, all NFFE's activities consist in owning (in whole or in part) the shares in circulation of one or more affiliates operating in the trade or business sector, other than the business of a Financial Institution, as well as in providing funding and services for those subsidiaries, except where an entity does not qualify for NFFE status if the entity operates (or presents) as an investment fund, such as a private equity fund, a capital fund venture capital fund or any investment vehicle whose purpose is to acquire or finance companies and subsequently to hold rights in those companies as capital assets in order to invest;
- (f) NFFE does not yet have a business activity and does not have a previous operating history, but invests capital in assets with the intention of operating other than a Financial Institution, provided NFFE does not qualify for this exception after 24 months from the date of the initial NFFE organization;

- (g) NFFE has not been a Financial Institution over the past five years and is in the process of liquidating its assets or is reorganizing with the intention of continuing or resuming operations of a business other than that of a Financial Institution;
- (h) NFFE is primarily engaged in financing and coverage transactions with or for Affiliated Entities that are not Financial Institutions and that do not provide funding or coverage services to any Entity that is not a Affiliate Entity provided that the Group of any such Entities affiliated to be engaged in particular in a business other than that of a Financial Institution;
- (i) NFFE is an "Excepted NFFE" as described in U.S. Treasury Regulations; or
- (j) NFFE meets all of the following requirements:
  - (i) It is established and operated in its jurisdiction solely for religious, charitable, scientific, artistic, cultural, athletic or educational purposes; or is established and operated in its jurisdiction and is a professional organization, business league, trade chamber, trade union organization, agricultural or horticultural organization, civic league or an organization exclusively operated to promote social assistance;
  - (ii) Is exempt from income tax in his / her jurisdiction;
  - (iii) It does not have shareholders or members holding rights in the property or profits in its income or assets;
  - (iv) Applicable law of NFFE's residency jurisdiction or NFFE establishment documents do not allow any NFFE's income or assets to be distributed or required to be granted to a private or non-charitable entity under conditions other than those consistent with the conduct of the activities charitable NFFE or as payment of reasonable compensation for the services rendered or as payment representing the fair market value of the property that NFFE acquired; and
  - (v) The applicable law of the NFFE's jurisdiction or NFFE's documents of incorporation requires that when the NFFE is wound up or dissolved, all its assets are distributed to a government entity or other non-profit organization, or granted as a legacy to the government of the jurisdiction resident of the NFFE or any of its political subdivisions.

In order to establish the account holder's status as a passive NFFE, the following NACE codes (according to Order No. 1939/2016 of the Ministry of Public Finance) can be considered:

6420 Holding activities

6810 Buying and selling own property

6820 Renting and sub-leasing of own or leased real estate

7010 Activities of head offices (central), centralized administrative offices

7740 Leasing of intangible assets (excluding financial)

9420 Activities of trade unions of employees

9491 Activities of religious organizations

9492 Activities of political organizations

9499 Activities of other organizations n.c.a.

9609 Other service activities n.c.a

9700 Activities of private households as employer of domestic staff

9820 Activities of private households producing services for their own purposes

**SCHEDULE 6****– TERMS AND CONDITIONS FOR THE UTILISATION OF BUSINESS CARDS**

The provisions of this Schedule 6 (*Terms and Conditions for the Utilisation of Business Cards*) of the GBTC contain special rules, applicable in connection with the issuance of Business Cards to Clients, as well as the conditions of utilisation and the operations that can be performed in Romania and outside Romania through the Cards issued by the Bank.

**A. Specific Card usage conditions**

1. The Bank shall issue the Card, at the request of the Cardholder expressed by signing the specific Contractual Form and subject to the submission by the Cardholder of the documents requested by the Bank. The Cardholder has the right to nominate the persons to whom the Bank is to issue Cards. The Bank reserves the right to refuse to issue a Card, without any justification.
2. The Cardholder/ User shall use the Card in accordance with the legal provisions, the present GBTC and the specific Contractual Form.
3. The Card has the validity period printed on its surface with the possibility of automatic extension. If the Cardholder/User does not give up the Card, by written request, formulated with at least 30 days before its expiry date, the Bank shall issue a new valid Card. The Card's expiry date is the last day of the month in which the Card expires. The Cardholder/ User has the right to refuse the new Card after its issuance according to this clause, without being exempted from the payment of the Card issuance fee.
4. The card is the property of the Bank and must be returned immediately to the Bank (i) upon its request, (ii) if the Cardholder/ User finds it after communicating to the Bank its loss/ theft and/or (iii) upon termination of any relevant contractual relationship. The Cardholder/User has the obligation to keep the Card in good condition and to take reasonable measures to protect it against theft, loss or damage.
5. The Card is not transferable, it may only be used by the User on whose name it was issued, under the conditions specified in these GBTC and in the specific Contractual Form.
6. The Card is inactive when issued, in a sealed envelope, and will be activated by the User at the first PIN-based Card Transaction. Upon issuance by the Bank of the Card and the PIN, the User has the obligation to confirm under signature their receipt and to sign on the back of the Card.
7. The Cardholder has the right to request Card Digitalisation.
8. The Bank may block temporarily/permanently any Card at the Cardholder request, without the notification or consent of the User.
9. For payment of goods/ services, in order to comply with the Card Transaction ordered by the User, the User must express in advance the Consent on its performance, under the conditions stipulated in these GBTC.
10. The Cardholder and the User agree that the electronic records of the Bank are the only proof that are enforceable for expressing the Consent, and assume responsibility in the event when third parties use the Card, with or without their consent.
11. For CNP Transactions (Card Not Present) the Cardholder/User may be requested by the Accepting Merchant to provide certain codes (for example CVV2/CVC2, static password, 3D Secure password). For this type of transactions, PIN code is not to be provided.
12. For the Card Transactions made on a POS, the User shall have to sign the Receipt released by the POS, if this is requested on that Receipt, only after checking the data written on it and with the same signature as the one on the back of the Card. The Cardholder/User has the obligation to keep the Receipts, as well as other documents attached to the Card Transactions made, in order to verify the account statement and to solve the potential complaints.
13. Whenever making an ATM cash withdrawal operation, the User must remove the Card within the time allocated by the terminal (ATM) in order to avoid the Card being seized by the ATM.

14. The Card Transactions are performed online (in real time), the value of the Card Transaction being blocked in the Card Account at the moment of its performance. The amount blocked at the moment when the Card Transaction is authorised in the external acceptance networks has a maximum settlement term of 30 days, term established by the Visa / MasterCard International Cards Organisations.
15. The Bank has the right to list the Card in the "List of Cards banned for acceptance" in case it is reported by the Cardholder/ User as lost or stolen. Such Card block is permanent and irrevocable, and the respective Card may no longer be used.
16. The Cardholder/User has the right to request the reissue of the Card in case of its loss, theft or damage, respectively has the right to request the regeneration of the PIN.
17. The Cardholder has the right to request from the Bank the cancellation of the Card issued on the name of any User. The User has the right to request from the Bank the cancellation of the Card issued in his name, but the User does not have the right to close the Account to which the Card is attached. The User cannot ask the Bank for information on the Card Account, other than those related to his/her own transactions.
18. In case of erroneous entry of the PIN code three times in a row, the Card will be automatically blocked. In order to unblock the Card, the User must inform the Bank and request the unblocking of the Card.
19. In case of Card renewal for any reason, and regardless of whether the Card was contracted as an individual Banking Service, or as part of a Package, the Bank may replace the initial Card with another Card corresponding to a payment scheme different from than the initial one, without notifying the Client or fulfilling any other prior formalities.

#### **B. Currency of settlement between the Bank and Visa/MasterCard**

20. The Card Transactions performed in Romania (in RON):
  - (a) the Card Accounts in RON: will be debited from the Card Account with the value in RON of the operations performed;
  - (b) the Card Accounts in foreign currency: will be debited from the Card Account in the currency of the respective Account, as follows:
    - (i) if the Transaction is done through a BCR POS/ATM, the exchange currency rate is the NBR reference exchange rate from the Bank's settlement date of the Card Transaction plus the foreign exchange fee;
    - (ii) if the Transaction is done through other Romanian bank's POS/ATM, the exchange currency rate is the one mentioned at the following paragraph.
21. The international Card Transactions are registered in the Card Account in the currency of that Account, as follows:
  - (a) for Visa/ Visa Electron Cards, if the original currency of the Card Transaction is different from the Card Account's currency, Visa will convert the Transaction's amount into the Account currency based on Visa's reference exchange rate established on the Business Day prior to BCR's settlement of the Card Transaction, plus the currency conversion fee ; and
  - (b) for MasterCard/ Maestro Cards, if the Card Account currency is different from the currency of disbursement with MasterCard (EUR and/or USD), the value of the Card Transactions that are settled and disbursed by MasterCard, as well as the associated fees will be converted in the currency of that Card Account using the NBR reference exchange rate established on the Transaction processing date, plus the exchange currency fee. If the original currency of the Card Transaction is different from the MasterCard disbursement currency (EUR and/ or USD), as applicable, MasterCard will convert the value of the original Transaction into the disbursement currency based on the MasterCard's reference exchange rate.

#### **C. Contesting Card Transactions**

22. The Bank shall make available to the Cardholder, upon express request, the records related to Card Transactions, at the headquarters of the Banking Units or by any other means of electronic communication (for example e-mail, SMS, ATM), within 72 hours from the date of receipt of the Cardholder's written request.
23. The Cardholder/User has the right to initiate the payment refuse procedure for those eventual Card Transactions the Cardholder/User does not recognize, within a term of maximum 30 calendar days from the date of registration of the Transaction in the Card Account, according to the account statement related to the Card Account. The fact of non-receipt by the Bank within the above-mentioned term of a challenge regarding a Transaction made with the Card shall be considered as acceptance by the Cardholder of the Card Transaction and of the relevant account statement.
24. In case of the Card Transactions that are challenged after the expiration of the 30 calendar days term from the date when the Transaction has been registered in the Card Account, the Bank will attempt to solve the challenges, subject to the reserve of the immediate refuse of the Accepting Bank on the grounds that the term provided by the International Cards Organisations was exceeded. If the term from the date of registration of the Transaction in the Card Account exceeds the term usually practiced by the participants in the system, the Bank will no longer try to solve the respective complaint.
25. The challenges of the Card Transactions shall be submitted in writing to any Banking Unit, during the Working Hours or through BCR Contact Center, to be further examined and investigated by the Bank. The Bank has the right to request from the Cardholder/ User the submission of a copy of the Receipt, as well as any other documents considered necessary for the settlement of the Cardholder's/ User's complaints regarding the erroneous registration of some operations in the account statement.
26. Within maximum 50 calendar days since the challenge receipt date, the Bank will inform the Cardholder about its the status of the resolution process. The final results of the investigations will be communicated to the Cardholder.
27. If the complaint proves to be ungrounded, the Cardholder will pay a fee for unjustified contestation of a Card Transaction.
28. In case the complaint has been resolved favorably to the Cardholder, the Bank shall credit the Card Account of the Cardholder with the equivalent value of the contested Card Transactions, within one Business Day from the completion of the procedures provided by the legislation in force concerning the disputed transactions.

#### **D. Fees related to Card operations**

29. In connection with the Card and the operations performed with the Card, the Bank shall charge the Cardholder fees and commissions, according to the BCR Applicable Fee Schedule, in force on the date of their collection.

#### **E. The operation of the Account with attached Card**

30. The transactions made with the Card are mandatory for the Cardholder, each Transaction automatically leading to the debiting of the relevant Card Account.
31. If, accidentally (excluding the situations in which a credit line (overdraft) was granted, the balance of the Card Account becomes debtor (Transactions below the authorization limit, commissions from other banks, etc.), the Bank undertakes to prove to the Cardholder the cause of the debit, and the Cardholder undertakes to cover the debt created, including the interest calculated for the debt balance, if any, in the shortest period of time.
32. The Bank ensures to the Users the authorization of the Card Transactions 24 hours a day, 7 days a week, within the limit of the availability of the relevant Card Account.

33. The Bank may limit the number and the value of the Transactions that can be performed in a period (day, week, month) and communicate to the Cardholder/ User these limits according to the legal regulations in force, by any of the means of communication provided at Chapter 6 (*Final Provisions*), Section A (*Client-Bank Communication*) of the GBTC, including through the corresponding account statement. The standard limit for the use of Cards for internet Transactions is of 10 Transactions/day, the limit of which can be modified at the request of the Cardholder and with the Bank's consent.
34. In case a Card Transaction is refused, at the request of the Cardholder/ User and only to the extent that this is allowed according to the legal provisions or the internal rules, the Bank shall provide the Cardholder/ User with the reasons that led to the refusal to execute the Transaction.
35. The Bank may block the User's access to a certain amount from the relevant Card Account, the amount used to ensure any funds necessary for the debits from fees and Offline Transactions. If applicable, this amount becomes accessible to the Cardholder within 30 days from the date of handing over the Card to the Bank.

**F. Additional services attached to the Card**

36. The Bank has the right, without being obliged in this respect, to grant promotions of additional services and benefits free of charge to the Cardholder/ User, for a determined period of time, the Cardholder/ User having the freedom to benefit from them or not. These promotions of additional services and benefits free of charge will be brought to the attention of the Cardholder/ User through promotional advertising materials, through the means of communication decided by the Bank.



## SCHEDULE 7 TERMS AND CONDITIONS FOR THE USE OF ELECTRONIC BANKING SERVICES

The provisions of this Schedule 7 (*Terms and Conditions for the use of Electronic Banking Services*) of the GBTC contain special rules applicable when the Bank provides banking operations to Client through Electronic Banking Services.

### **A. General provisions applicable to all Electronic Banking Services**

1. The Client shall inform himself about and use any Electronic Banking Service only in accordance with its operating conditions.
2. The Client shall comply with the payment file structure communicated by the Bank in connection with each Electronic Banking Service for multiple payment transactions, including for Entitlement transactions. To the extent necessary to comply with any technical standards applicable to the payment files, the Bank shall convert the relevant payment files and the Client shall take any steps indicated or recommended by the Bank, including, for the avoidance of doubt, expressing Consent with regard to the payment transactions listed in the payment file following its conversion to the relevant technical standards.
3. To the extent that the Electronic Banking Service contracted by the Client involves the use of a Token device, the Bank shall replace the defective Token devices free of charge, if within two years from the date of delivery to the Client the Token devices are malfunctioning for reasons beyond the control of the Client and/or its Users. After the expiry of 2 years from the date of delivery to the Client, the replacement of the Token devices shall be subject to a fee, in accordance with the BCR Applicable Fee Schedule in force at the date of its collection.
4. The Bank shall notify the Client, by any means of communication provided for in these GBTC, of any period of unavailability of an Electronic Banking Service, whether due to technical reasons or to improve the services offered. If the Bank detects the occurrence of a system security risk, the Bank shall suspend the provision of the relevant Service until the situation has been remedied. If the security incident has or may have an impact on the Client's financial interests, the Bank shall inform the Client without undue delay of the incident and of any measures it may take to mitigate its negative effects.

### **Operation of the mechanism for managing access to online accessible accounts**

5. The mechanism for managing access to online accessible accounts is an optional facility available to the Clients that have contracted an Electronic Banking Service (with the exception of the MultiCash Service).
6. The mechanism for managing access to online accessible accounts allows Clients to appoint by the specific Contractual Form, an Administrator User to manage access to the Client's online accessible payment accounts by Authorised Users through a Payment Initiation Service Provider or an Account Information Service Provider, respectively to give Consent for BCR to respond to requests for confirmation of the availability of funds from a particular Card-based Payment Instrument Issuer, i.e. that the amount corresponding to a particular Card-based payment transaction is available on the User's payment account.
7. The mechanism for managing access to accounts accessible online shall be activated by the first access to this facility by the Administrator User.

### **Other issues related to access to online accessible accounts via third party payment service providers**

8. BCR shall treat requests for data submitted through the services provided by an Account Information Service Provider without any discrimination in relation to requests submitted by the Client, unless the Account Information Service Provider identifies itself to BCR and acts in accordance with the applicable legal provisions whenever it requests data on the Account, unless there are objective reasons for refusal.
9. The Bank may deny an Account Information Service Provider or a Payment Initiation Service Provider access to an online-accessible current account if there are objectively justified reasons supported by appropriate evidence relating to unauthorised or fraudulent access to the online-accessible current account by the Account Information Service Provider, including unauthorised or fraudulent initiation of a payment instruction by the Payment Initiation Service Provider.

10. In the case referred to in the above paragraph, the Bank shall communicate to the Client by one of the agreed communication methods under the GBTC that access to the Account Information Service Provider or the Payment Initiation Service Provider has been denied and the reasons for such denial, unless communication is prevented for justified reasons or if legal provisions do not allow it. The communication shall be sent at the latest immediately after the refusal of access.
11. The Bank may refuse to issue the confirmation of availability of funds requested by a Card-based Payment Instrument Issuer if the Client does not give its explicit or explicit consent to respond to confirmation requests from that Card-based Payment Instrument Issuer or if the Card-based Payment Instrument Issuer fails to authenticate and/or communicate securely with the Bank in accordance with the applicable regulatory technical standards and delegated acts issued by the European Commission.
12. The Funds Availability Confirmation Service shall be provided by the Bank based on the explicit consent given by the Client on a durable medium via the Electronic Banking Services, in order to respond to requests from a given Card-based Payment Instrument Issuer for confirmation that the amount corresponding to a given Card-based payment transaction is available in the Client's online accessible account.
13. Termination of the relevant Electronic Banking Service shall result in the termination of access to online accessible payment accounts through Third Party Payment Service Providers.

**B. Specific terms of use of the MultiCash/e-BCR Service**

1. Unless otherwise provided, the provisions of this Section B (*Specific terms of use of the MultiCash/e-BCR Service*) shall apply to both the MultiCash Service and the e-BCR Service. For ease of reference, the term "MultiCash/e-BCR Service" shall be deemed to refer to both the MultiCash Service and the e-BCR Service.
2. The MultiCash Service User Manual is sent to the Client with the installation of the corresponding application, and the e-BCR Service user manual is found on the corresponding Banking Service application's access page (<https://e-bcr.bcr.ro>).
3. Through the MultiCash/e-BCR Service, the Client, on his own behalf and/or on behalf of MultiCash/e-BCR Group Members, has the possibility to perform banking operations in RON /currency and to obtain banking information, from his premises, by electronic means (via modem or internet), respectively:
  - (a) intra-bank and inter-bank payment operations in RON ;
  - (b) intra-bank and inter-bank foreign currency payment transactions;
  - (c) operations for the setting up /liquidating of term deposits in RON and foreign currency;
  - (d) foreign exchange operations;
  - (e) obtaining bank information: account statement, intraday statement and financial statement.
4. Through the MultiCash/e-BCR Service, the Bank provides the following facilities to the Client:
  - (a) the Sign function, which allows final authorisation of banking operations initiated through the e-BCR application and obtaining banking data;
  - (b) the Sign+ function, via the e-BCR, in addition to the Sign function, which also allows banking operations to be carried out;
  - (c) the setting up of transaction management rights, differentiated per User;
  - (d) setting amount limits per User for payment transactions;
  - (e) the management of operations through the creation of Batches (facility for centralised signature of a group of operations) and Templates (facility for the creation of predefined operations for frequent use);
  - (f) the possibility to carry out banking operations in RON /foreign currency and to obtain banking information in accordance with the features of the Banking Service and in the case of current bank accounts/subaccounts of MultiCash/e-BCR Group Members;

- (g) the possibility to export banking information in SWIFT format;
  - (h) the possibility to import compatible transaction files generated in other external applications.
5. The Client shall notify the Bank of its option to initiate payment of Entitlements via the MultiCash/e-BCR Service, based on the specific Contractual Form.
  6. The Client's access to the Banking Service shall be via an External Device (in the case of the MultiCash Service) or via a Token Device (in the case of the e-BCR Service), secured by a PIN code. When contracting the e-BCR Service, the Client receives the appropriate device and a pre-defined PIN code, which will be communicated to the Client by SMS. This PIN code may be personalised by the Client at any time thereafter. The use of External Devices/Token devices is only allowed after the PIN code has been entered.
  7. Entry of the External Device/Token Device into the possession of the Client shall be evidenced by their use by the Authorised Users, starting from the date of first use reflected in the Bank's electronic management system.
  8. Each such device shall be kept by the Client in custody for the entire period that the MultiCash/e-BCR Service, as the case may be, is active, it being agreed that the Bank shall retain ownership of such devices, i.e. that the Client shall return the devices in custody of the Client, in good working order, in the event of revocation of a User possessing such device or in the event of termination of the MultiCash/e-BCR Service, for whatever reason.
  9. The initial configuration of the MultiCash/e-BCR Service, as well as any subsequent modification thereof, shall be determined on the basis of the specific Contractual Form signed by the Client.
  10. The initial configuration of the MultiCash/e-BCR Group, as well as any subsequent changes thereto, mutually agreed by the Bank, the Client and the MultiCash/e-BCR Group Member, shall be determined on the basis of the specific Contractual Form signed by the Client and the MultiCash/e-BCR Group Member.
  11. The Client acknowledges and accepts that the term deposit transactions in RON and foreign currency submitted via the MultiCash/e-BCR Service up to the processing deadline shall be processed at the interest rate applied by the Bank at the time of processing the respective term deposit transaction in RON or foreign currency. The interest rate displayed in the MultiCash/e-BCR application is for information purposes only and does not commit the Bank in any way with regard to the interest rate at which the term deposit transaction in RON and foreign currency will be processed;
  12. The Client acknowledges and accepts that standard foreign exchange transactions transmitted via the MultiCash/e-BCR Service up to the processing cut-off time shall be processed at the exchange rate prevailing at the time of processing of such foreign exchange transaction. The exchange rate displayed in the MultiCash/e-BCR application is for information purposes only and does not commit the Bank in any way as to the rate at which the foreign exchange transaction will be processed.

### **Fees**

13. For the provision of the MultiCash/e-BCR Service, the Bank charges a MultiCash/e-BCR Service maintenance fee, in accordance with the BCR Applicable Fee Schedule in force on the date of its collection, as follows:
  - (a) the MultiCash/e-BCR Service maintenance fee is set in foreign currency and is charged in RON, using the BNR exchange rate valid on the day of payment.
  - (b) the MultiCash/e-BCR Service maintenance fee shall be charged monthly by the Bank by automatically debiting the Main Account on each Anniversary Date, for the previous month, or on the date of termination for any reason of this Banking Service, in proportion to the period for which the Banking Service has been active.
14. For the MultiCash/e-BCR Group facility, the Bank charges a MultiCash/e-BCR Group maintenance fee, in accordance with the BCR Applicable Fee Schedule in force on the date of collection.

- (a) the MultiCash/e-BCR Group maintenance fee is set in foreign currency and is charged in RON, using the BNR exchange rate valid on the day of payment.
- (b) the MultiCash/e-BCR Group Maintenance Fee shall be charged monthly by the Bank by automatically debiting the Main Account for each Member within the MultiCash/e-BCR Group on the day of the month corresponding to the date of the Member's addition to the MultiCash/e-BCR Group for the previous month, or on the date of the Member's removal from the MultiCash/e-BCR Group (pro-rated according to the number of effective days in the period between the date of the last MultiCash/e-BCR Group maintenance fee and the date of the Member's removal from the MultiCash/e-BCR Group) or on the date of termination for any reason of the Banking Service, pro-rated according to the period for which the Banking Service has been active.

**C. [intentionally left blank]**

**D. Specific conditions of use of the Internet Banking, Mobile Banking and Phone Banking Service**

1. Under the Internet Banking, Mobile Banking and Phone Banking Service, the Client has the possibility to benefit from Banking Services and functionalities via the internet or telephone communication. Access is by User Name and OTP code and allows but is not limited to: intra/interbank transfers in RON and foreign currency for all types of current bank accounts, with execution on the current date or scheduled with execution on a future date (without cyclicity); scheduled payments with cyclicity (Standing Order); management of own trading limits; multiple payments consisting of the transmission of intrabank payment files in RON and foreign currency and interbank payment files in RON, in a format agreed by the Bank (operation unavailable for SEI Clients), foreign exchange operations, contracting, modification and closure of Banking Services or management of certain contact details of the Client, management of rights, authorization limits and powers of Authorised Users by the Administrator User.
2. Internet Banking, Mobile Banking and Phone Banking Service has three components/channels, namely Internet Banking, Mobile Banking and Phone Banking.
3. The Internet Banking and Mobile Banking Services allow the Client, through the Authorised User, to perform transactions and obtain personalized information about current bank accounts activated for these components of the Banking Service. Transactions are initiated directly by the Authorised User by accessing the dedicated area on the Website (in the case of Internet Banking Service) or by accessing the mobile banking application provided by the Bank on the internet (in the case of Mobile Banking Service).
4. The Phone Banking Service allows the Client, through the Authorised User, to carry out transactions and obtain personalized information about the current bank accounts activated for this component of the Banking Service, i.e. by calling the BCR Contact Center. The carrying out of banking operations from/into the current bank accounts activated for the Phone Banking component can be done through a BCR Contact Center specialist. Operations ordered via the telephone to a BCR Contact Center specialist are carried out only at the express request of the Authorised User and only during the telephone conversation with the Authorised User. All instructions given by the Authorised User to the BCR Contact Center specialist are processed by the BCR Contact Center specialist in the Phone Banking application.
5. The Client understands and accepts that any Authorised User can find out personalized information about the current bank accounts activated for the Internet Banking, Mobile Banking and Phone Banking Service and can perform banking operations from these accounts. The Internet Banking, Mobile Banking and Phone Banking Service is activated at the time of signing the specific Contractual Form.
6. The Client and the Authorised User accept and agree to the recording of telephone calls by the Bank for the use of the Phone Banking Service. The Client and the Authorised User acknowledge and agree that all conversations are recorded. The telephone recording may be used as evidence in court in the event of a dispute between the parties.
7. Banking operations through the Phone Banking Service may be carried out by the Authorised User only during the telephone conversation with the BCR Contact Centre specialist.

8. If during the telephone conversation between the BCR Contact Center specialist and the Authorised User or during the use of the Internet Banking Service application an event occurs that leads to the interruption of the call/session before the transaction is signed, the transaction will not be considered confirmed by both parties and therefore the Bank will not process the instructions. The Authorised User has the possibility to use Internet Banking, Mobile Banking and Phone Banking to restart the desired transaction and complete it in optimal conditions.
9. The Internet Banking, Mobile Banking and Phone Banking Service is available daily, 24 hours a day, 7 days a week. Any periods of unavailability for technical reasons for systems maintenance and service improvements will be communicated as provided for in these GBTC.
10. The Bank provides technical support in connection with the use of Internet Banking, Mobile Banking and Phone Banking Service, provided daily, 24/7, through BCR Technical Support.
11. The Client may request blocking of access to the Internet Banking, Mobile Banking and Phone Banking Service by calling the BCR Contact Center.
12. Transactions carried out through the Internet Banking, Mobile Banking and Phone Banking Service are initiated in real time and have an immediate impact on the Client's current bank account balances. Standing Orders with/without cyclicity will be executed automatically by the system without requiring further processing, the Client must ensure that on the date the initiated payment order is scheduled there are sufficient funds available in the account to allow the transaction to be executed.
13. In case of three consecutive wrong entries of the unique codes generated by BCR Token/eToken/Integrated eToken, the Authorised User's access to the Internet Banking, Mobile Banking and Phone Banking Services will be blocked.
14. All accounts held by the Client prior to the purchase of the Internet Banking, Mobile Banking and Phone Banking Service and those opened subsequently by the Client with BCR will be automatically activated for use through this Banking Service, through its three components.
15. Deactivation of current bank accounts / special transitory internal accounts activated for use through the Internet Banking, Mobile Banking and Phone Banking Service may be carried out by the Client at any time at the Banking Unit where he has contracted this Banking Service by written request of the Client, indicating the IBAN codes or account numbers that he wishes to no longer be available through the Internet Banking, Mobile Banking and Phone Banking Service. The deactivation of account availability will be done by Banking Unit upon receipt of the written request from the Client. The deactivation of account availability may also be requested by the Authorised User through the Internet Banking, Mobile Banking and Phone Banking Service, to the extent that this functionality is implemented.
16. Reactivation of current bank accounts/special transitional internal accounts by the Client, following the request for deactivation of their availability via the Internet Banking, Mobile Banking and Phone Banking Service, may be carried out by the Client at any time by written request of the Client. Reactivation of accounts will be done by the Banking Unit after receipt of the written request from the Client.
17. The maximum amount of transactions that may be ordered by the Authorised User is: (i) for Internet Banking and Mobile Banking Services: up to EUR 100,000 per transaction in RON equivalent for PDAI Clients and PJ Clients classified by the Bank in the "microenterprises and SEI" category, respectively (unless otherwise ordered by the Client in the specific Contractual Form) up to EUR 500,000 per transaction in RON equivalent for PJ Clients classified by the Bank in the "corporate" category, respectively (ii) for Phone Banking Service: up to EUR 50,000 per transaction in RON equivalent, in both cases, at the BNR exchange rate valid on the day of the transaction. The maximum value of instant payment transactions carried out through the Internet Banking Service is 49,999 RON per transaction.
18. The exchange rate at which currency exchange operations will be performed is the exchange rate established by BCR directly accessible from the Internet Banking Service, respectively communicated by the Contact Center BCR specialist for the Phone Banking Service, with which the Authorised User implicitly agrees by ordering the performance of these types of operations through the respective Banking Service.

19. If the Client does not receive within 24 hours the confirmation for the banking operation performed through the Internet Banking, Mobile Banking and Phone Banking Service, verifying the status of the operations through the respective Banking Service, the Client has the possibility to verify the performance of the respective operation by subsequently reaccessing the Banking Service or by requesting an account statement issued by a Banking Unit.
20. If one of the components of the Internet Banking, Mobile Banking and Phone Banking Service is not available (either due to the temporary unavailability of the Banking Service at the Bank's initiative or due to technical problems caused by a third party service provider, etc.), the Authorised User may use the other functional components of this Banking Service during the working hours. If all three components of the Banking Service are unavailable (either due to the temporary unavailability of the Banking Service at the Bank's initiative or due to technical problems caused by a third party service provider, etc.), the Authorised User may apply to a Banking Unit to perform operations.
21. **Multiprofile option.** In the event that any of the Client's Authorised Users (i) holds the Mobile Banking Service (under the trade name George) contracted as an individual or (ii) is an Authorised User and in connection with the Mobile Banking Service (under the trade name George) contracted by other PJ or SEI Client, the Client understands and agrees that each such Authorised User may access the Mobile Banking Service (under the trade name George) contracted by the Client by using the credential set (username and e-Token/Token) related to the Mobile Banking Service (under the trade name George) contracted by the respective Authorised User as an individual or by using the credential set related to the Mobile Banking Service (under the trade name George) on which it is authorised by other Client. This option is available to Authorised Users within the Mobile Banking Service (under the trade name George) by accessing the Multiprofile extraoption.
22. **MoneyBack Functionality.** Client understands and agrees that each of its Authorised Users has the right to activate or deactivate the MoneyBack Functionality. This functionality is available to Authorised Users within the Mobile Banking Service by accepting the MoneyBack Rules.

#### **Fees**

23. For the provision of the Internet Banking, Mobile Banking and Phone Banking Service, the Client owes a monthly maintenance fee, which is automatically charged from the Main Account, monthly, on each Anniversary Date, for the previous month, in proportion to the period for which the Banking Service has been active.
24. The maintenance fee is set in foreign currency and is charged in RON, using the BNR exchange rate valid on the day of payment.

#### **E. Specific conditions of use of the Alerts Service**

1. Within the framework of the Alert Service, the Bank offers the Client the possibility to benefit from the transmission of SMS alerts or e-mail alerts regarding payment transactions on the current account(s) identified by the Client.
2. This Banking Service is also intended for the current bank account.
3. The Alerts Service can only be activated for banking transactions exceeding the value of 100 currency units, according to the currency of the account on which this Banking Service has been activated, except for banking transactions initiated through Direct Debit and Standing Order services for which alerts can be received regardless of the value of the respective banking transaction.
4. The Alerts Service is available for as long as the current account exists.

#### **Modification of the Alerts Service by the Client**

5. During the course of the Alerts Service, the Client has the right to modify the following: (a) the transmission channel: SMS and/or e-mail; (b) the telephone number; (c) the e-mail address; (d) the value threshold for triggering alerts; (e) the associated current accounts. Changes can be made: (i) in writing, at any of the Banking Units, (ii) by telephone, by calling the BCR Contact Center service.

#### **Fees**

6. For the provision of the Alert Service, the Bank charges a monthly usage fee for each current account attached to the Alert Service, according to the BCR Applicable Fee Schedule in force on the date of its collection.
7. The monthly usage fee is payable by the Client regardless of the number of alerts sent by BCR, including in case of inactivity of the account(s). A maximum of 25 SMS messages and an unlimited number of e-mails are included in the monthly usage fee free of charge. If the number of SMS messages sent exceeds 25, the Bank charges an additional fee.
8. The obligation to pay fees for the use of the Alert Service shall arise at the time of notification of activation of the Banking Service. The Client shall owe the monthly fee for use of the Alert Service on each Anniversary Date in proportion to the period for which the Banking Service has been active.

#### **F. Specific conditions of use of the Alert Service**

1. Through the Alert Service, Clients may benefit from the Bank sending them alerts by SMS, e-mail, on the Bank's online platform or on their smartphone with the available application installed (push alerts), regarding the Banking Services contracted by them. Alerts can be set according to their availability from Internet Banking and Mobile Banking.
2. Activation of the Alert Service results in the closure of the Alert Service and its removal from the Packages, if applicable.
3. The Alert Service allows the transmission of alerts available in the Internet Banking and Mobile Banking Services, by SMS, e-mail, on the Bank's online platform or on the smartphone mobile phone with the available application installed, according to the Client's options regarding: transmission channel, minimum transaction amount, types of alerts, mobile phone number and e-mail address for sending alerts by SMS or e-mail.
4. The Alert Service is available for the duration of the current account.
5. The Alert Service is intended for Client who are users of the Internet Banking and Mobile Banking Services and is based on the settings made by the Client within these Banking Services. The Bank has the right to restrict the configuration possibilities with regard to certain alerts in accordance with the relevant contractual documentation concluded between the Client and the Bank and legal provisions. If the configurations have not been made through the specific Contractual Form or through the Internet Banking or Mobile Banking Services, the Alert Service will be available only for banking operations exceeding the amount of 100 RON. The currency conversion in the currency of the Account on which this Banking Service has been activated is made at the BNR exchange rate valid at the time of the transaction.
6. The Bank sends SMS and e-mail alerts to the mobile phone number or e-mail address communicated by the Client.
7. The Alert Service can be attached to all current accounts or Credit Card Accounts held by the Client with the Bank or individually to each of them.
8. The Alert Service may be limited by the coverage of the mobile phone network or the network of the internet provider used by the Client. Thus, if the Client is not in the coverage areas or has his phone switched off, the reception of alerts will be affected, without the Bank being liable for such event.
9. While the Alert Service is active, the Client may change (a) the transmission channel: SMS and/or e-mail and/or the Bank's online platform and/or smartphone with the available application installed; (b) the telephone number; (c) the e-mail address; (d) the value threshold for triggering alerts; (e) the associated current accounts. These modification options, as well as the activation/deactivation of the Banking Service, can be exercised through Internet Banking and Mobile Banking.
10. For the payment transactions carried out, the Client will receive alerts in real time, at the time of payment, except in the event of delays caused by the operation of mobile or internet services, including those caused by an act of God or force majeure. For account replenishments, the Client will receive the alerts within the timeframe predefined by the Bank or the one agreed by the Client according to the specific Contractual Documentation.

11. The Client shall request the Bank to deactivate or modify the Alert Service component(s) in the event of any of the following events: (i) loss or theft of the phone and/or SIM card, (ii) unauthorized access to the e-mail account, (iii) occurrence of any event that may prevent the Client from accessing the alerts, or (iv) in any other situation expressly requested by the Client.

#### **Fees**

12. For the provision of the Alert Service, the Bank shall charge a monthly usage fee, in accordance with the BCR Applicable Fee Schedule in force on the date of its collection. The usage fee for the Alert Service shall be payable by the Client at the time of activation of the Banking Service and subsequently on each Anniversary Date, depending on the number and type of alerts sent, in accordance with the specific Contractual Documentation, in proportion to the period for which the Banking Service has been active.

#### **G. Specific conditions of use of the BCR Business 24 Banking Service**

1. Through the BCR Business 24 Banking Service, the Client, on its own behalf and/or on behalf of BCR Business 24 Banking Group Members, has the possibility to carry out banking operations in RON /foreign currency and to obtain banking information electronically, which refers to the following:
  - (a) intrabank and interbank payment operations in RON and foreign currency;
  - (b) multiple payment transactions consisting of the transmission of intrabank and interbank payment files in RON , in a format agreed by the Bank;
  - (c) operations of establishment/liquidation of term deposits in RON and in foreign currency;
  - (d) foreign exchange operations;
  - (e) Scheduled payments with/without cyclicity - Standing Order, in intrabank and interbank RON within Romania and in intrabank foreign currency;
  - (f) Intrabank Direct Debit mandates;
  - (g) Obtaining bank information, without limitation: account statements, transaction history, information on Banking Services contracted (current bank accounts, term deposits, collateral deposits, savings accounts, loans, credit cards, Debit Instruments, etc.);
  - (h) messages/notifications regarding the use of the Banking Service.
2. Through the BCR Business 24 Banking Service, the Bank provides the Client with the following facilities:
  - (a) establishment of transaction management rights, differentiated per User;
  - (b) the establishment of amount limits per account for each User for carrying out banking operations;
  - (c) templates (facility to set up predefined operations for frequent use);
  - (d) the possibility to perform banking operations in RON /currency and to obtain banking information also in the case of current bank accounts of BCR Business 24 Banking Group Members;
  - (e) the possibility to export banking information in predefined formats;
  - (f) the possibility of importing files with compatible operations generated in other external applications.
3. Operations executed through the BCR Business 24 Banking Service are not subject to an amount limit imposed by the Bank.
4. The BCR Business 24 Banking Service can be accessed from the Website.
5. The Bank provides technical support in connection with the use of the BCR Business 24 Banking Service, from Monday to Friday, between 08:00-18:00, through BCR Technical Support.
6. The Client shall provide to the Bank, for each deposit made prior to the activation of the BCR Business 24 Banking Service, a corresponding current bank account in the same currency in order to take over the management rights.



7. The Client may notify the Bank in writing of the removal of certain accounts of the Client/Business 24 Banking BCR Group Member from the list of accounts available through the Business 24 Banking BCR Service.

**Fees**

8. For the provision of the BCR Business 24 Banking Service, the Bank charges a BCR Business 24 Banking Service maintenance fee either to the Client (if there is no BCR Business 24 Banking Group) or to the BCR Business 24 Banking Group Member indicated in the specific Contractual Form, in accordance with the BCR Applicable Fee Schedule in force on the date of its collection, as follows:
  - (a) the BCR Business 24 Banking Service maintenance fee, applicable both for the situation in which the Banking Service is contracted individually or for a BCR Business 24 Banking Group, is set in foreign currency and is charged in RON or foreign currency, depending on the Client's option, using, if applicable, the BNR exchange rate valid for the day of payment.
  - (b) the BCR Business 24 Banking Service maintenance fee shall be charged monthly by the Bank by automatically debiting the Main Account, on the Anniversary Date, for the previous month, or on the date of termination of the Banking Service for any reason, in proportion to the period for which the Banking Service has been active.

**SCHEDULE 8**  
**TERMS AND CONDITIONS FOR THE OPERATION OF THE BCR SIMPLE PAYMENTS APPLICATION**

**A. Conditions regarding the operation of the Specific Application for the use of BCR Simple Payments Application**

1. The Bank makes available to the Client the BCR Application Payments Simple Payments created for the generation of salary payment files/other types of Money rights/replenishing collateral deposit accounts for the consignment of the material guarantees processed on the "offline" flow (which involves generation at the Client's premises, export from the Application and transmission of the electronic support to the Bank Unit counter, the actual payment being made at the Bank Unit).
2. The software application is made available to the Client by the Bank either on a magnetic medium or can be downloaded by the Client directly from the Website.
3. In order to pay by transfer of the Money rights/to replenish the collateral deposit accounts for the consignment of the material guarantees, the Client shall present to the Bank at the counter of the Banking Unit, the electronic file with payment instructions, accompanied by the centralising payment order, generated by the BCR Simple Payments Application and signed by the Authorised Persons on the Account, in duplicate/two copies.
4. The Client undertakes the full responsibility for the accuracy of all amounts and information on the documents and electronic files transmitted/submitted to the Bank with instructions for the payment of the Money Rights/ replenishment of the collateral deposit accounts for the consignment of the material guarantees.

**B. Authentication of Payment Instructions:**

5. For the purpose of verifying the authenticity of payment instructions:
  - (a) the electronic file generated by the BCR Simple Payments Application shall be signed by the Client with a qualified electronic signature, and
  - (b) the Bank shall compare the signatures applied on the centralizing payment order generated by the BCR Simple Payments Application and hand signed with the Specimen Signatures.
6. In addition to any other reason for refusal of payment instructions provided for in the GBTC, the Bank shall not process the payment instructions and shall return to the Client the electronic file together with the magnetic medium and the centralizing payment order (if they have been transmitted by the Client to the Banking Unit), respectively shall instruct the Client on the correction of errors and retransmission of payment instructions, if:
  - (a) the electronic file with payment instructions does not comply with the structure, size and format required by the Bank, as specified in the user manual of the software application, made available to the Client by the Bank;
  - (b) the total payment amount in the electronic file does not correspond to the amount stated on the centralized payment order signed by the Client;
  - (c) the number of payment orders in the electronic file does not correspond to the number indicated on the centralized payment order signed by the Client;
  - (d) the Bank's software system identifies errors in processing the file; or
  - (e) the electronic payment file contains any other discrepancies/ inconsistencies.
7. If the Bank's software system identifies errors in the processing of the file, the Client is obliged to bring to the Bank or send by e-mail a new electronic file for the unprocessed payment instructions on the same Business Day on which the errors were identified, or by the end of the next Business Day.

**C. Bank's Obligations**

The Bank undertakes to process the payment instructions in the payees' accounts/accounts for the deposit of material collateral according to the centralising payment order and the electronic file with payment instructions received from the Client by the end of the next Business day.

**SCHEDULE 9**  
**GENERAL TERMS AND CONDITIONS FOR THE OPERATION OF THE BANKING SERVICE PACKAGES**  
**ATTACHED TO THE CURRENT BANK ACCOUNT**

**A. Specific operating elements of Packages**

1. The opening of the Package is made based on the specific Contractual Form. The date of entry into force of the Package is (i) the date of signing the Contractual Form or (ii) the date when all of the mandatory components included in the Package are activated, whichever occurs last. The Bank implements the Banking Services included in the Package in accordance with the options expressed by the Client within the specific Contractual Form.
2. Starting with the date of entry into force of the Package, the Client agrees that the operation of the Banking Services included in the Package to be carried out in accordance with the specific operating conditions mentioned the GBTC and in this Schedule 9 (*General Terms and Conditions of operation of the Banking Services Packages attached to the current bank account*), in addition to the specific operating conditions related to each Banking Service, as they are regulated in the GBTC or in the specific Contractual Forms. If there are contradictory clauses, the provisions of this Schedule 9 (*General Terms and Conditions of operation of the Banking Service Packages attached to the current bank account*) shall prevail.
3. A Client cannot benefit from more than one Package at the same time.
4. The Package includes mandatory components and optional components. The Banking Services mandatorily included in the Package are: (i) current bank account in RON, (ii) debit card in RON attached to the current bank account in RON included in the Package and (iii) an Electronic Banking Service.
5. In the case of existing Clients, the Client may opt for the inclusion in the Package both of the Banking Services already contracted, as well as of new Banking Services, which he/she does not own and which are part of the benefits structure of the Package. The option will be expressed by completing the specific Contractual Form. In case of certain Banking Services that the Client already owns are included in the Package, the applicable cost conditions will be those corresponding to the Package.
6. The Client designates the Main Account through the specific Contractual Form. The monthly fee account for the administration of the Package is charged from the Main Account, and the transactions performed in/from the Main Account benefit from the facilities included in the Package.
7. The Main Account cannot be replaced during the period in which the Package is active, except by terminating the initial Package and contracting a new Package that will include the new current bank account as the Main Account, followed by the activation of the new Package.
8. In the case of those Packages that provide for this facility, the Client may also choose a second current bank account denominated in RON to benefit from discounts on the monthly administration fee for the current bank account in RON. This current bank account (optional) can be replaced at any time during the period when the Package is active with another current bank account denominated in RON, by signing the specific Contractual Form.
9. In the case of those Packages that provide for this facility, the Client can also choose a current bank account denominated in EUR or USD to benefit from discounts on the monthly administration fee. This current bank account can be replaced at any time during the period when the Package is active with another current bank account denominated in EUR or USD, by signing the specific Contractual Form.
10. For current bank accounts that are not included in the Package, regardless of the currency in which they are denominated, the Client owes the Bank the standard monthly administration fees, according to the BCR Applicable Fee Schedule valid on the date of their collection.
11. For each type of Package, the Bank offers one or more types of debit Cards that can be selected for inclusion in the Package.
12. The Client can request at any time the replacement of the type of Package held, by terminating the contractual relationship related to the initial Package and contracting the new Package.

**B. Transactional components**

**13. Inter/intrabank RON payments**

In accordance with the provisions of the specific Contractual Form or the BCR Applicable Fee Schedule, certain types of Packages offer a number of benefits in connection with a certain number of RON payments made from the Main Account. The transactions included in these Packages have the following features:

- (a) no charge with respect to the commissions owed to BCR in connection with those payments. The gratuity does not apply to (i) the processing fees charged by the settlement/compensation systems, (ii) the guaranteed fee for payments initiated with OUR option and (iii) the emergency fee for foreign currency payments, which are cashed in accordance with the regulations in force and the BCR Applicable Fee Schedule valid on the date of their collection;
- (b) depending on the type of Package, discounts can be granted for payments made through the following channels: (i) at the counter: payments made through Debit Instruments, respectively (ii) Electronic Banking Services.

**14. Inter/intrabank RON collections**

In accordance with the provisions of the specific Contractual Form or the BCR Applicable Fee Schedule, certain types of Packages offer a number of benefits in connection with a certain number of RON collections in the Main Account. The transactions included in these Packages have the following features:

- (a) no charge with respect to the commissions owed to BCR in connection with the respective collections. The gratuity does not apply to the processing fees charged by the settlement/compensation systems, which are collected according to the regulations in force and or the BCR Applicable Fee Schedule valid on the date of their collection;
- (b) in the case of Packages containing a limited number of free of charge collections, for the calculation of the number of operations that benefit from gratuities, account shall be taken of the operations that occurred from the beginning of the month, respectively from the moment the Package is activated (if the activation of the Package was made in the month taken into consideration for the relevant free of charge operations) until the last calendar day of the month;
- (c) gratuity does not apply to cash transactions.

**15. Inter/intrabank foreign currency payments**

In accordance with the provisions of the specific Contractual Form or the BCR Applicable Fee Schedule, certain types of Packages offer a number of benefits in connection with a certain number of foreign currency payments made from the current bank account denominated in foreign currency. The transactions included in these Packages have the following features:

- (a) discounts on the commissions owed to BCR in connection with those payments. The discount does not apply to the commission of the corresponding banks, this commission being collected according to the regulations in force and the BCR Applicable Fee Schedule valid on the date of their collection;
- (b) discounts /gratuity is granted for payments made through Electronic Banking Services.

**16. Cash withdrawals from BCR ATMs**

In accordance with the provisions of the specific Contractual Form or the BCR Applicable Fee Schedule, certain types of Packages offer a number of benefits in connection with a certain number of cash withdrawal transactions at BCR ATMs. The transactions included in these Packages have the following features:

- (a) no charge on the cash withdrawal commission for cash withdrawal transactions at BCR ATMs included in the Package. For all the withdrawals that exceed the number of withdrawals mentioned in the specific Contractual Form, standard withdrawal fees will be charged, according to the BCR Applicable Fee Schedule valid on the date of their collection;
- (b) the transactions without withdrawal fee can only be made by using the debit Card included in the Package.

**17. Common aspects.**

In connection with all the Packages and operations envisaged under paragraphs 13 (*Inter/intrabank RON payments*), 14 (*Inter/intrabank RON collections*), 15 (*Inter/intrabank foreign currency payments*) and 16 (*Cash withdrawals from BCR ATMs*) above:

- a) any gratuity or discount applies at the time of the operation;
  - b) gratuity or discount applies to operations performed during a calendar month or during an anniversary month (i.e. the one-month period calculated from the date of activation of the Package and ending on the day preceding the day on which the one-month period from the date of activation of the Package is fulfilled), depending on the provisions of the specific Contractual Form or the BCR Applicable Fee Schedule;
  - c) the gratuity or discount applies only to the number of operations specified in the specific Contractual Form or in the BCR Applicable Fee Schedule. When counting the payment or collection transactions included in the Package that benefit from gratuity or discounts, the transactions performed between the Client's own bank accounts (transfers, foreign exchange, creation of deposit) and rejected transactions (regardless of the reason for rejection) are excluded.
- 18.** In accordance with the provisions of the specific Contractual Form or the BCR Applicable Fee Schedule, during the period in which the debit Card is part of an active Package, the debit Card may have attached the following facilities: (i) no charge with respect to the issuance and renewal fee, (ii) no charge on the cash withdrawal fee for a certain number of cash withdrawal transactions from ATM BCR, the number of no-charge transactions differing depending on the type of Package held.
- 19.** In accordance with the provisions of the specific Contractual Form or the BCR Applicable Fee Schedule, if the Client opts to include in the Package the previously contracted debit Card, any previous agreement regarding the maintenance fee applicable to the respective debit Card, as well as any previous discounts on cash withdrawal and inquiry transactions at the BCR ATM terminates.
- 20.** In accordance with the provisions of the specific Contractual Form or or the BCR Applicable Fee Schedule, certain types of Packages offer, during the period of validity of the Package, a discount on the fee for analysis of the Client's loan application, the level of discount differing depending on the type of Package held. Approval of a credit facility is made according to the eligibility conditions and the workflow in force. The acquisition by the Client of this particular Package does not represent an obligation of the Bank in approving the requested loan facility.
- 21.** In accordance with the provisions of the specific Contractual Form or the BCR Applicable Fee Schedule, certain types of Packages offer a discount on the purchase price by the Client of a qualified electronic signature issued by TRANS SPED SRL (CUI RO12458924, J40/781/2004). By signing the specific Contractual Form, the Client agrees that its data shall be transmitted by the Bank to TRANS SPED SRL for the purpose of TRANS SPED SRL contacting the Client for the presentation of the offer developed in partnership with the Bank. The acquisition by the Client of this particular Package does not represent an obligation of TRANS SPED SRL to issue a qualified electronic signature to the Client or its representatives.

**C. Fees**

- 22.** For the administration of the Package, the Bank charges a monthly Package administration fee, the value of which is stipulated in the BCR Applicable Fee Schedule valid on the calculation date thereof. This fee is charged by automatic debit of the Main Account, monthly, on the anniversary of its opening or later (daily attempts) if the account balance of the Main Account is not sufficient or if the fee was not charged in previous months.
- 23.** During the validity of the Package, the Bank does not charge the Client: (i) the monthly fee for managing the current bank account in RON attached to the Package, (ii) the monthly fee for using the electronic banking services, (iii) the annual maintenance fee related to the debit Card included in the Package. In addition, the Bank may grant the Client preferential pricing conditions for other Banking Services in the Bank's offer (depending on the chosen Package).

**D. Duration of validity of the Package**

- 24.** The validity of the Package is of 12 months, with automatic extension for new periods of 12 months, if neither party terminates the contractual relationship related to the Package in one of the ways provided under these GBTC. The Client expressly agrees and accepts the tacit renewal of the contractual relationship related to the Package.
- 25.** If the contractual relationship related to the Package terminates, the Banking Services previously included in the Package shall be maintained as independent Banking Services, the level of commissions and interest related to these Banking Services will be automatically updated to the standard level practiced by BCR, as provided for in the BCR Applicable Fee Schedule in force at that date, and the Client will no longer benefit from the free of charge components specific to the Package, in all cases without any prior notice and without any other formality.
- 26.** If the contractual relationship related to the Package terminates by the Client's initiative, but the Client wishes to continue to use the Electronic Banking Service, the Main Account attached to the Package will become the main bank account for the payment of fees, charges, commissions related to the relevant Electronic Banking Service.