



## **GENERAL BUSINESS TERMS**

### **ProCREDIT BANK S.A.**

(JOINT-STOCK BANKING COMPANY, WITH OFFICES IN BUCHAREST, 62-64 BUZEȘTI ST., SECTOR 1, REGISTERED IN THE BANKING REGISTRY UNDER NO. RB-PJR-40-050/20.05.2002, REGISTERED IN THE OFFICE OF TRADE REGISTRY ATTACHED TO THE TRIBUNAL OF BUCHAREST UNDER NO. J40/3762/2002, WITH UNIQUE REGISTRATION CODE 14622194, SUBSCRIBED AND PAID SHARE CAPITAL 201,151,690, PERSONAL DATA OPERATOR NUMBER 1199



## **GENERAL PROVISIONS**

### **1. SCOPE AND APPLICABLE LAWS**

#### **1.1 Scope**

The General Business Terms (hereinafter called “GBT”) governs the overall relationships between the Client and ProCredit Bank S.A. (hereinafter referred to as the “Bank”) and it will be applied to any type of contract concluded between the Client and the Bank, to be complemented, as the case may be, by the specific provisions related to each type of product or service through the contracts concluded between the Bank and the Client.

Furthermore, the particular business relationships can also be subject to contracts specifically governed by the Bank’s internal procedures, which contain waivers or supplementations from/to this document; they are agreed with the Client, in writing, at the time of starting or during the business relationship with it.

The Bank does not start any business relationships with the Client unless it accedes to GBT. By signing any agreement/contract made available by the Bank, the Client accepts the provisions of this document, irrespective of whether or not they are expressly specified in those agreements/contracts. Any Client or potential Client may take notice of the General Business Terms at the offices of the Bank’s territorial units and/or on the Bank’s webpage, at [www.procreditbank.ro](http://www.procreditbank.ro).

GBT are mandatory both the Client as well as for the Bank and they have the value of framework contract together with the other agreements/contracts signed and accepted by the parties.

This document, as well as the contracts signed by the Client with the Bank, for the acceptance of the services provided by the Bank, has an unlimited term (except for the services that have limited term expressly provided in the specific contract). The Client states that it had the opportunity to take notice of the rights and obligations of the parties provided in the GBT, that this document has been made available to it with the Price List in force and that it fully analyzed its contents before signing and that it requested the decrease of the term of 15 days provided by the laws in force.

The Client states that it assumes the risk of error regarding the interpretation of any elements and provisions of the GBT or any other agreements concluded between it and the Bank.

The Client, in consideration of its manifestation of will that is the basis for entering legal relations with the Bank, expresses its full agreement to the clauses of the GBT and it states that it took notice, it understands and it accepts its clauses.

#### **1.2 Purpose of Issuing the General Business Terms**

The purpose of issuing GBT is to setting of certain general rules that define and regulate as accurately as possible the basis and extent of the rights and obligations of the Clients and of the Bank, in order to facilitate the performance of transactions and in order to promote banking conduct in all the areas of the Bank’s relationships with its Clients.

The Bank shall provide its Clients with all necessary information regarding the offered banking services, and it shall grant, upon request, assistance and guidance, at the same time following its own strategy in terms of the products and services offered to its Clients.

The Client’s relationship with the Bank is based on mutual trust, professionalism and the principle of good faith, in order to avoid affecting the interests of either party.

GBT substitutes the previous forms of PGA as well as any contrary provisions existing in the agreements between the Bank and the Client concluded before GBT come into force or, as applicable, they supplement them.

In case of conflict between the provisions stipulated in any contract or document signed by the Client and the Bank and the provisions of GBT, the provisions of those contracts or documents shall prevail. In case

a provision of GBT or specific contracts is or becomes null, void or unenforceable at a given time according to the applicable laws, the other provisions shall not be affected or prejudiced.

### 1.3 Applicable Laws

The business relationship between the Client and Bank is governed by the normative acts in force, the regulations of the National Bank of Romania, as well as the incidental European rules, as they have been transposed in the regulatory documents issued by the competent Romanian authorities or directly applicable.

## 2. DEFINITIONS AND INTERPRETATIONS:

- **Authentication** = procedure that allows the bank to verify the use of a specific payment instrument, including its customized security elements;
- **Authorization** = the procedure through which the Client expresses its consent for the execution of a payment operation;
- **ATM (Automatic Teller Machine)** = the cash machine used for various operations performed with the card;
- **Bank** - ProCredit Bank SA, through its agencies and branches;
- **Beneficiary** = the recipient of cash amounts that are the subject of a payment operation;
- **Real Beneficiary** = any individual who holds or ultimately controls the Client and/or the individual on whose behalf or in whose interest a transaction or an operation is directly or indirectly performed, as this notion is defined in the laws in force;
- **Card** = credit or debit card in lei or foreign currency issued by ProCredit Bank, electronic payment instrument that allows the user's access to the liquid assets existing in the Client's accounts in the Bank or to a credit line attached to the account in the predetermined limit;
- **Client** = any entity (professional) or natural person, resident/non-resident (other than Banks) and who has an account open in the Bank (account holder);
- **Unique Identification Code** = a combination of letters, figures or symbols, communicated by the Client to the Bank, consisting of the IBAN code of the Beneficiary of a payment for making the payment, for the purpose of precise identification of the payment beneficiary;
- **Payment Account** = account held by the Bank on behalf of one or more payment services users and used for the execution of payment operations; the payment account is the Client's account or any other account with payment functionality set by specific contracts;
- **VAT Account** = special payment account with exclusive functionality of debiting and crediting amounts related to VAT on payment/collection and which does not allow cash withdrawal;
- **Inactive account** = the Client's account on which it has not registered any kind of operations for a period of at least 3 (three) calendar months; the above-specified period may suffer amendments, observing the Bank's obligations regarding the Client's notification in this respect;
- **CVV2** = unique identification code consisting of three figures registered on the back of each card, used by the card user in the electronic environment (Internet transactions);
- **Reference Exchange Rate** = the Bank's commercial exchange rate, displayed at its counters or on the website [www.procreditbank.ro](http://www.procreditbank.ro), used as calculation basis for the exchange rate, in payment operations;
- **Currency date** = the reference date used by the Bank to calculate the interest related to funds debited from or credited to the Client's account;
- **Security elements** = identification and authorization elements provided by the Bank, which the Client/user uses to access ProBanking Plus application in conditions of maximum security - Username, Password and Token;
- **Account statement** = information supplied regarding the operations made in an account in a certain period of time as well as regarding the account balance at the start and the end of that period on paper or by any other communication method, previously agreed by the Client;
- **FATCA** (Foreign Account Tax Compliance Act – Law on the Taxation of Bank Accounts held Abroad): is a regulation of the United States of America (US) transposed into Romanian law, the provisions of which

lay down the obligation of foreign financial institutions (outside the US) or foreign financial institutions (FFI) to report to the US Internal Revenue Service (IRS) the income from direct and indirect benefits of US taxpayers covered by this device. The Foreign Account Tax Compliance Act can be consulted at <http://www.treasury.gov/resource-center/tax-policy/treaties/Pages/FATCA.aspx>.

- **FATCA non-conform Client** = a person who refuses to submit the documents required to clarify his/her status as a US Person, refuses to give his/her consent to be reported according to the FATCA requirements, has not responded to the request for information within the set deadline, although US indicia have been identified, updated, or confirmed;
- **Proof/Indicia of US residence** = is considered to be owned by any person who presents the following: US nationality/citizenship; US domicile/address/US phone number; US e-mail address; postal mailing address in US, US bank account; empowerment for representation by a person with indications of affiliation to the US;
- **US person** = any natural person governed by US laws bound to pay taxes in the US. US persons are US taxpayers regardless of whether they live in the US or outside the US;
- **Group** = two or more individuals and/or entities in one of the following situations: one of them directly or indirectly has a control position (holds more than 50% of the voting rights) in the other; one of them exercises or can exercise a dominant influence; spouse of the individual account holder/credit applicant; there are such relations between them that if one would deal with financial issues, there is a significant probability that the other, or all the others deal with difficulties in fulfilling the obligations undertaken to the Bank;
- **Account proxy** = person with full legal capacity, authorized by the Client, through special forms provided by the Bank or by notary power of attorney, to have access on behalf and for the Client to an account opened on its name, acting within the limits provided in the specific contracts;
- **Card inactivity** = customized cards not issued to the Client and not picked up are the property of the Bank, following that on the completion of the term of 1 month from the date of notifying the Client, they are destroyed;
- **Payment instrument** = any customized device and/or procedures agreed between the Clients and the Bank and used by the Clients to initiate a payment order. The following are part of this category: national and international payment orders through Internet banking, scheduled payment orders, cards, debit instruments;
- **Investigation** = operation made by the Bank in the correspondent banks, regarding the acquirement of information for the correct identification of the payer/beneficiary, account number or unique identification code of the beneficiary or payment details, in case of payments ordered or received by one of its Clients;
- **Time of receiving the payment order** = the time when the payment order sent through Internet Banking application is accepted by the Bank under the following conditions: received in working day, in the hourly intervals specified in the Price List (COT), the consent of the account holder or authorized person has been correctly expressed, the balance of the current account from which the payment order is ordered covers the value of the funds and fees and it is not affected by seizures, pledges or other restrictions, the payment order contains the mandatory correct and necessary information for its processing, the transaction on which the payment order is based observes the laws in force;
- **Irrevocability time of a payment order** = the moment from which the client can no longer withdraw its consent for a payment order, except for a fee charged by the Bank. This moment is subsequent to the moment of receiving the payment order (as defined above) and it is:
  - In case of payment instruction expressed in national currency: the moment of initiating the payment on Internet;
  - In case of payment instruction expressed in foreign currency: the moment of debiting the account;
  - In case of transactions on cards: the moment of pressing the <enter> key after introducing the PIN, in case of using the card at POS or ATMs;
  - In case of scheduled payment orders: the limit time on the day before the Bank makes the payment.

After this time, the payment instruction may be withdrawn, but only with the Bank's approval and only for a fee, the Bank being entitled to charge a fee provided in the Price List in force. Before the irrevocability time, the Client can withdraw the payment order free of charge.

- **NIF** - Tax Identification Number (or its functional equivalent if there is no tax identification number) attributed by the Romanian Tax Authorities/Other Countries of Residence;
- **Notification** = written notice sent to the Client by the Bank, on paper or other durable support, directly or through a third party; Durable support means any instrument that allows the user of payment services to

store information personally addressed to it, in an accessible way for subsequent viewing, for a period of time adequate to the purposes of this information, and which allows the identical reproduction of stored information. The parties accept that in the business relationship, durable support means: the email address of the bank, respectively the client and/or the mailbox held by the client on the Internet Banking platform;

- **Notification in case of denial** = the Bank's obligation to inform the Client in case the payment order sent by it cannot be, for various reasons, executed;
- **Payment operation** = action initiated by the payer or the beneficiary of the payment, for the purpose of submitting, transferring or withdrawing funds, irrespective of any subsequent obligations between the payer and the beneficiary of the payment;
- **Payment order** = in a general sense, it designates any payment request addressed by the Client to the Bank, which involves a debiting of its account;
- **Password** = secret individual code chosen by the Client/User to access the Internet Banking service;
- **PIN (Personal Identification Number)** = generated unique identification code related to each card used by the Card User in the electronic environment (ATMs, transactions by POS);
- **Politically Exposed Persons** = are natural persons exercising or having exercised important public functions, direct members of their families, as well as persons publicly known as close associates of natural persons exercising important public functions. Physical persons exercising important public functions within the meaning of the law are: Heads of State, Heads of Government, Members of Parliaments, European Commissioners, Government Members, Presidential Advisers, State Counselors, State Secretaries; members of the constitutional courts, members of the supreme courts or other high courts whose decisions can not be appealed only through extraordinary ways of attack; members of the Court of Accounts or assimilated to them, members of the boards of directors of central banks; ambassadors, business attaches, senior officers within the armed forces; leaders of public institutions and authorities; members of the boards of directors and of the supervisory boards and the persons holding the leading positions of the autonomous regions, of the companies with majority state ownership and of the national companies. None of the categories listed above include persons who hold intermediate or inferior positions. Those categories shall include, where appropriate, the functions exercised at EU Community or international level.

Direct family members of politically exposed persons are: their spouse, children and their spouses and parents. People who are publicly known as close associates to individuals exercising important public functions are natural persons of whom it is well known that: together with one of the persons with public functions they hold or have a significant influence on a legal person or entities or legal constructions or have a business relationship with these people; have or had a significant influence on a legal entity or legal constructions set up for the benefit of one of the civil servants.

- **POS (Point of Sale)** = terminal located at a trader allowing the electronic transfer of money, through a card, for the payment/purchase of goods and/or services by a card user;
- **SEPA (Single Euro Payments Area)** = geographic area where there is no difference between national and cross-border payments;
- **Internet Banking** = electronic service provided by the Bank, which allows the performance of banking operations based on security elements;
- **Reference** = combination of figures and letters that uniquely identify a payment order;
- **Legal representative** = person representing the Client in the relations with the Bank, within the limits of the applicable laws and/or provisions of authorities or courts of law; in order to appoint a legal representative the documents provided by law must be produced;
- **The country of tax residence** is the country in which a taxable person is subject to taxation according to the criteria laid down in the legislation of that country. The Bank shall consider the country of residence of the natural person as the one mentioned in the official identity document, passport or any other identity document submitted by the individual. Exceptions: if the individual communicates another country of tax residence than the one registered in the official identity document, passport or any other proof of identity presented, the country of tax residence will be proven by the individual by presenting a tax residence certificate issued by the tax authority/competent authority under the laws of that country to issue these documents. In the absence of this certificate, the Bank shall treat as the country of tax residence, the country which issued the official identity document, the passport or other identity document. The physical person who is not a tax resident in Romania and is a tax resident in a country which has a double taxation convention with Romania and which receives income with withholding tax, including interest paid by the Bank, in order to benefit from the application of the Convention which stipulates the withholding of income tax at a lower rate than that of the Fiscal Code, has the obligation, according to the Romanian legislation,



to present to the unit of the Bank to which it has opened the account, prior to the receipt of the income, the tax residence certificate issued by the tax authority/competent authority to issue such documents from the country of its tax residence in the original and accompanied by the authorized translation into Romanian. In the case of interest income, the date of receipt of the income, the date on which the interest is recorded on the account of the individual, shall be considered. The tax residence certificate presented in a year in which interest payments are made by the Bank is valid for the current year and for a further 60 days of the following calendar year unless it contains express provisions limiting the validity for a certain period of time;

- **Settlement term for payment orders, applicable only to payments in EU area** = time interval between the moment of receiving a payment order, as defined above and the time when the funds are credited in the bank account of the beneficiary, in which the Bank performs the payment operations ordered by a Client; the Bank shall credit the account of the beneficiary of a payment ordered by a Client on or no later than the end of the working day following the one in which it received the payment order if this is not forbidden by other relevant legal provisions;

The settlement term for payment orders is not applicable to payments in the non-EU area or transactions by cards;

- **User of payment services** = person using a payment service offered by the Bank, as payer, beneficiary or both;
- **Card user** = individual having access to the amounts in the account of an Account Holder, through the card based on the authorization expressed by it in the documents submitted to the Bank;
- **Inactive user of Internet Banking service**: the user who did not register any kind of operations through the Internet Banking service for an uninterrupted period of 5 (five) calendar months; After this period of inactivity, the Bank may deactivate the user/close the Internet service observing the clauses in the specific contract.
- **Transactions in the EU Area** = payment operations in EUR, RON, GBP or other currencies practiced by the Bank, performed in the economic-geographic area including any member state of the European Union, as well as any state belonging to the European Economic Area;
- **Transactions in non-EU Area** = payment operations in EUR, RON, GBP or other currencies practiced by the Bank performed to/received from all world states (including states in Europe) that are no part of the EU area and any payment operations in USD;
- **SEPA transactions** = payment operations in EUR, with the SHA commissioning option, in relation to countries in "SEPA" area (Single Euro Payments Area);
- **Card transactions** = the operation through which a card is used for the payment of goods and services, for obtaining cash from ATM or POS as well as for the cash deposit to the Bank's ATMs;
- **Token** = secured device providing a disposable password-type response for using the Internet Banking service;
- **SWIFT** = Society for Worldwide Interbank Financial Telecommunication = a telecommunication system between financial institutions worldwide which ensures information security;
- **Working day** = day in which the Bank performs activities allowing it to execute payment operations; in the relation with the Bank, the following as deemed non-working days: Saturdays and Sundays, legal holidays on national level, as well as any days deemed non-working days by the correspondence banks/external settlement systems in case of payment operations through them, as well as the days the Bank declares non-working days, in such case the Client being informed in due time by displaying proper messages inside the Bank's territorial units and on the Bank's website.

### **3. KNOWING THE CLIENTS**

3.1 At the beginning of the business relationship, (opening an account)/providing certain services (execution of requested operations), as well as for determining the purpose and nature of the business relationship, the Bank requests from the Client/Account Proxy documents/information according to the applicable laws/internal procedures for the verification of their identity, justification of the transaction ordered by them and/or determining the real beneficiaries of such transactions. During the business relationship, the Bank reserves the right to request additional documents/information.

3.2 The Client has acknowledged the fact that the Bank is obliged to comply with the laws and regulations on the prevention of money laundering and terrorism financing as well as compliance with the legislation on International Sanctions. In this regard, the Bank shall request from the Client, in copy, supporting documents as well as information for the identification of the real beneficiary (according to the procedures for the identification of the real beneficiary) and the justification of the source of funds/amounts remitted to the account, according to the legal provisions.

The Client accepts to provide the Bank with the documents/information requested and it agrees to the Bank supplying such information to any authority, for fulfilling the legal requirements in force.

3.3 In all cases, when the Client/Account Proxy performs operations with cash whose value exceeds the value set in the applicable legal provisions, it is obliged to produce to/inform the Bank about the change of the identity of the real beneficiary as well as the source of the funds/amounts remitted to the account.

3.4 In case the Bank is suspicious regarding the source of the funds, it is entitled to deem the transactions suspicious and to report them as such to the competent authorities.

3.5 The Bank shall refuse to start a business relationship with the Client, to perform a transaction or to continue the business relationship with the Client in the following cases:

- Anonymous/fictitious accounts;
- Accounts for which the identification of the Client, account holder, respectively the Real Beneficiary is not known and properly emphasized as a result of the identification operation (inclusively when the Client refuses to be identified);
- The Bank is suspicious about the Client or the requested operation according to the regulatory documents on knowing the clients for the purpose of preventing and fighting money laundering and terrorism financing;
- The Bank does not open and does not maintain secret, anonymous or numbered accounts or accounts with virtual names, respectively accounts that do not have the full name of the account holder, as it appears in the identity certification documents;
- The Bank shall not open accounts and it shall not facilitate transactions when the counterparty provides invented names, false addresses or only P.O. box addresses, respectively "in the care of"-type (in which ProCredit Bank shall not open and operate accounts for which the identity of the real beneficiary is not known and properly emphasized).

In such cases, the Bank is not liable to the Client for possible prejudices except in case the Bank's bad faith is proven definitively and irrevocably by courts of law.

3.6 If, during the business relationship, the Client/Account Proxy - individual - changes identify documents, it is obliged to submit to the Bank the documents thusly modified, within 10 (ten) days from the modification; Concomitantly, if the Client's data - entity - are modified (illustrative but not limited to: name, registered office, shareholders, directors etc.), it, through its representatives, must produce to the Bank the modifying documents as well as the proof of registering such modifications in the Office of Trade Registry, within 10 (ten) days from the date of the modifications.

### 3.7. *Real Beneficiary (CRS)*

The Client has the obligation, according to the applicable legal provisions, to send to the Bank a written statement regarding the real beneficiary of the amounts transacted on their name and in their accounts.

The Client is obliged to make available to the Bank all necessary information and/or documents regarding the modification of the identity of the Real Beneficiary within maximum 10 (ten) days from the moment of registering such modifications.

The Bank is not liable for the potential damages caused as a result of not knowing the modifications/additions made to the identification data of the Real Beneficiary.

In case the identity of the real beneficiary cannot be established, the Bank may refuse to enter into business relationships with that Client, the execution of the operations ordered by it and it may terminate the business relationship with it.

In addition, the Bank has the obligation to verify and collect CRS customer information. When the account holder/customer does not agree to provide all of the above documents and information, the Bank will refuse to enter into the business relationship and the opening of the accounts.

## **4. PERSONAL DATA PROCESSING**

The Bank processes the personal data of the Client based on the provisions of (EU) Regulation no. 2016/679 on the protection of individuals regarding the personal data processing and the free circulation of such data. The Bank is registered in the personal data processing record: personal data operator no. 1199.

The processing of personal data by the Bank shall take place if at least one of the following conditions are met:

- a) The Bank has the consent of the concerned person for processing,
- b) The processing takes place for the purpose of executing a Contract, in which the individual is party or for the purpose of concluding a contract on the initiative of the concerned person,
- c) The processing takes place in order to observe a legal obligation of the Bank,
- d) The processing is necessary to protect the vital interests of the concerned person or other individuals,
- e) The Bank processes the data in the execution of a duty that serves a public interest,
- f) The processing is necessary for the legitimate interests of the Bank.

The Client is aware of the fact that it may exercise all its rights provided by the European laws for the protection of individuals regarding the personal data processing and the free circulation of such data, especially:

- *Right to information.* The concerned person is *entitled to be properly informed* about the identity of the data operator, the purpose of collecting and the legal grounds of collecting, the recipients of the data, the pursued legitimate interests if the processing is based on such a legal ground, the contact information of the person in charge of data protection and the intent to transfer the data to third party states or international organizations. Also, it may request additional information: the storing period/criteria used to determine the data storing period, the existence of the concerned person's rights regarding personal data concerning it, inclusively the right to submit complaint, the possibility to withdraw their consent, the existence of a legal obligation or contractual basis when the processing is based on this, the existence of an automated decisional process, when there is such a process.
- *Right to access.* *The concerned person* may submit a request to be produced with the data processed by the Bank, in copy, free of charge, at least once per year. For additional requests, the Bank may charge a fee that covers administrative costs, according to the price list in force.
- *Right to rectification.* The concerned person may request the rectification without unjustified delay of the incorrect or incomplete personal data.
- *Right to restricting data processing.* The personal data processed by the Bank may be temporarily restricted, upon the Client's request, when their accuracy is contested, for a period that allows the Bank to verify the accuracy of the data when the processing is illegal and the Client opposes the erasure of data, requesting, in exchange, the restriction of their use, when the data are no longer necessary, but the concerned person requests them for exercising certain rights in court, and in the case of exercising the right to oppose, during the balance test between the legitimate interests of the Bank and the interests of that person.
- *Right to erasure ("Right to be forgotten").* The concerned person is entitled to obtain from the Bank the erasure of personal data that concerns it, without unjustified delay, and the Bank is obliged to erase its data without unjustified delay in the cases when the concerned person withdraws its consent and there is no legitimate ground for processing, when the data is no longer necessary, when it has been illegally processed and in any other cases provided by law.
- *Right to oppose.* When the Bank processes personal data based on a public interest duty, or based on legitimate interests, the concerned persons are entitled to oppose the processing for reasons related to their specific situation. It is excluded from the provisions of the previous paragraph the case in which the bank proves that it has legitimate and imperious reasons that justify the processing and which prevail the interests, rights and freedoms of the concerned person. When the processing of personal data has the purpose of direct marketing performed by the Bank, the concerned persons are entitled to oppose at any time to the processing of their data, inclusively for data processing by creating profiles.
- *Right to not be subject to an automated individual decision.* The concerned person is entitled to not be subject to a decision based exclusively on the automated processing, inclusively the creation of profiles, that produces legal effects that concern it or similarly affect it to a significant extent.
- *Right to data portability.* The possibility of portability to be subject to a concrete analysis made by the credit institution, data operator, based on the specifics of each case.

The recipients of the data may be: the person concerned, the legal representatives of the person concerned, the Bank's empowered agents, other contractual partners of the Bank (e.g. lawyers,





consultants, accountants, auditors, Directorate for Persons Record and Database Management), correspondent banks, ProCredit legal entities of which the Bank is a shareholder, legal entities from the ProCredit Group, the judicial authorities, central public authorities, local public authorities, ANAF, police, banking companies, Credit Bureaus/Credit, Risk Centrale/Debt Recovery Agents, Insurance and Reinsurance Companies, Professional Organizations, Market Research Organizations.

In the case of international transfers made through SWIFT, your personal data specified in the transfer documents can be accessed by US Treasury Dept. for the purpose of applying national legislation on the prevention of laundering money/fight against terrorism.

In order to comply with FATCA ("The US Foreign Account Tax Compliance Act") and the CRS, if the personal data or transactions performed fall within the reporting criteria established by FATCA and/or CRS, the account holder/client authorizes the Bank to transmit this information to the US tax authorities (IRS) and ANAF, respectively.

For the purpose of providing and carrying out certain banking services requested by you, of carrying out a contract between you and the Bank, of concluding and executing a contract between the Bank and a third party (as listed in the "Data Recipients"), in order to execute and provide the banking services, as well as in order to develop the services provided by the Bank, it will be able to transfer your personal data to any of the "Data Recipients", abroad. Transfer can also be made to states which do not ensure an adequate level of protection of personal data. You understand and agree that the initiation of specific operations (for example but not limited to: payment orders) is your consent to the transfer of your personal data to those states. States that do not provide an adequate level of protection are states outside the European Union/the European Economic Area, except for those states where the European Commission has recognized an adequate level of protection.

## **5. INFORMATION CONFIDENTIALITY AND BANKING SECRECY**

### **5.1 Banking Secrecy**

The Bank shall keep the confidentiality of all facts, data and information regarding the performed activity, as well as any fact, data or information at its disposal which concern the person, property, activity, business, personal or business relationships of the Clients or information regarding the accounts of the Clients - balances, turnovers, performed operations, provided services or contracts concluded with the Clients.

### **5.2 Disclosure of Banking Information**

The obligation to keep the professional secrecy cannot be opposed by the Bank's representatives to a competent authority in exercising its supervision attributions on individual level or, as applicable, consolidated or sub-consolidated level.

According to the law, information of the nature of banking secrecy can be supplied, to the extent they are justified by the purpose for which they are requested or provided, in the following cases:

- a) upon the request of the account holder or its heirs, inclusively its legal and/or statutory representatives, or with their express agreement;
- b) in cases when the credit institution justifies a legitimate interests;
- c) upon the written request of other authorities or institutions or ex officio, if by special law such authorities or institutions are entitled, for the purpose of fulfilling their specific attributions, to request and/or to receive such information and the information that may be supplied by the credit institutions for such purpose is clearly identified;
- d) upon the written request of the spouse of the account holder, when they prove they filed an application in court for the division of joint goods, or upon the request of the court of law;
- e) upon the request of a court of law, for the purpose of solving various cases filed for trial;
- f) upon the request of a receiver, for the purpose of foreclosure, for the existence of accounts of pursued debtors;
- g) upon the request of a notary public, in the notary succession procedure.

In the written application addressed to the Bank, the applicant person/authority must specify the legal ground of requesting information, the identity of the Client to which the requested confidential information refer, the category of requested information and the purpose for which they are requested.



### **5.3 Persons Entitled to Receive Information of the Nature of Banking Secrecy**

The Bank is obliged to supply information of the nature of banking secrecy after the start of criminal prosecution against a Client, upon the written request of the prosecutor or court of law or, as applicable, the criminal investigation bodies, with the authorization of the prosecutor according to the applicable laws.

The Client authorizes the Bank to process, and transfer and communicate any kind of information regarding the Client, its Legal Representatives and/or Authorized Representatives, to and between branches, agencies, working points, representative offices of the Bank, companies affiliated to the Bank and agents and third parties partners or the Bank, for confidential use, regarding the provision of any service to the Client (inclusively for external payments made through third parties, as well as for the purpose of data processing, analyses, recovery of Bank's receivables, obtaining certain financing/guarantees, transfer of Bank's receivables, as well as for statistical purposes). Any such third party may use, process and transfer in the same way the data and information referring to the Client that it received from the Bank within the authorization hereby granted by the Client.

## **6. OPENING AND OPERATING ACCOUNTS**

### **6.1 General Provisions about Accounts Opening**

The Bank may open for Clients, upon and according to their request, payment accounts, deposit accounts, as well as any other types of accounts the Bank offers to its Client. Opening accounts is made by the Bank upon the written request of the Client or based on certain specific agreements.

The Bank shall verify the identity of the Client and/or any other person acting on its behalf and on its account. At the start of the business relationship with the Bank, as well as every time the Bank requests this during the business relationship, the Client shall prove its identity.

The Client - individual - depending on its residence is identified with a valid identity document (identity book/identity card/other documents according to the applicable laws).

The Client - entity - is identified based on the incorporation documents as well as an excerpt from the Trade Registry or, as applicable, other Public Registry (according to the applicable laws).

The Bank is not liable for possible prejudices caused as a result of not knowing the modifications/supplementations occurring in the Client's identification data.

The following persons are entitled to dispose of the amounts in accounts, observing the laws in force, thusly:

- *For accounts belonging to individuals:*

- a) account holder/legal representative;
- b) persons authorized by the holder;
- c) holder's successors proving the capacity of heir with heir certificate;
- d) other cases provided by the laws in force.

- *For accounts belonging to entities:*

- a) legal representatives, based on the incorporation documents of the Client or other specific mandates;
- b) other cases provided by the laws in force.

The documents produced to the Bank must have, mandatorily, the signatures of the Legal Representatives or its Proxy, according to the signature samples submitted to the Bank. As a general rule, the Legal Representative/Proxy shall submit signature samples in front of the Bank's employees.

### **6.2 General Provisions Regarding Accounts Operation**

Any operation (collection, payment, cash deposits/withdrawals, amounts transfers intra- and interbank etc.) ordered by the Client/Legal Representative/Proxy, are performed according to the features of each type of account.

On opening the account, the Client is obliged to fill in the signatures samples form.



The Bank shall perform operations only based on the signature samples in the sample form, except for operations through cards/internet banking, which are subject to a specific contractual relation.

The Client is liable for the legality and reality of the collection and payment transactions ordered by it and performed by the Bank in and from its account/accounts.

The Bank provides its services in banking days, according to the working hours displayed at the offices of the Bank's territorial units, as well as on the Bank's website. The Bank is entitled to refuse any operation ordered by the Client outside working hours, outside the terms set by the Bank and communicated to the Client or in non-working days. In case the Bank scheduled a payment in favor of the Client on a non-working day, it shall be performed in the next banking day.

### **6.3. Persons authorized on the holder's account (others than the holder)**

The account holder may appoint one or more proxy on account, who shall operate on its behalf.

The proxy is the person authorized to represent the account holder in the relations with the Bank, appointed by it on opening the account or subsequently, by one of the following ways:

- ✓ At the office of the Bank's territorial units, in front of the Bank's employees, in the presence of the account holder and proxy/proxies;
- ✓ Based on a power of attorney signed in front of a notary public, by the Romanian consular offices abroad or by a foreign authority (in which case the formalities of superlegalization or Apostille shall be fulfilled);

On opening the account, the Client is obliged to fill in the signature samples form for the persons authorized to represent it in front of the Bank and order operations on its behalf and on its account. The signature sample form shall include at least the surname, first name and signature imprint of persons authorized on the Client's account, account number and signature level. The account holder is liable in terms of performing operations on its account in such conditions.

The Client is obliged to previously inform the Bank about any restrictions, competence limitations or employment conditions regarding the persons authorized on its account. In the absence of such notifications, the Bank shall consider that the authorized persons have, all and each of them separately, full right to dispose of the account on behalf and for the Client.

The authorization of proxies on the Client's account can be made on opening the account as well as after this time.

The proxy/proxies appointed by the Client shall be deemed as engaging the Client in the relation with the Bank only for the account on which they are expressly authorized/mandated by the Client and only within the limits of the power of attorney granted by it.

The Bank is obliged to verify the identity of the proxy appointed by the Client for performing specific operations according to the laws in force.

The authorization to represent the account holder is valid in the relationship with the Bank until its express revocation, made in writing by the Client, the revocation producing effects from the date of its registration to the Bank.

In the case of the account holder's death, the authorization rightfully ceases to be valid, in such case, the validity cessation of the authorization producing effects from the date of producing the death certificate to the Bank.

The proxy/proxies shall observe the provisions of the GBT in all contractual relations with the Bank.

### **6.4. Client's Death**

In case of the Client's death, the heirs/proxies shall produce to the Bank the death certificate in original, in order to make a certified true copy. The account shall be blocked by the Bank on the date of producing the death certificate. After the death of a Client, the Bank's representatives shall request, for the clarification of the situation of account/accounts balance whose holder the deceased Client was, its heirs to produce, in original, documents proving their right to inheritance, respectively the heir certificate/court order/succession partition contract or any other documents necessary for this purpose, in order to make a certified true copy. The produced documents must also show the way the partition of movable properties



is ordered (respectively the amounts of money in the accounts opened by the deceased Client in the Bank's branches/agencies).

In the absence of documents showing the way the partition of movable properties is ordered, the account shall remain blocked until their production.

Upon the request of the Bank's representatives, any documents drafted in a foreign language shall be provided as notarized translation.

The Bank shall not be held liable in case, until the date of producing the death certificate regarding the Client, operations are performed on the account/accounts of the deceased by proxy/proxies.

All operations regarding the amounts of money existing in the deceased Client's account/accounts shall be performed by the Bank according to the documents certifying the transfer of inheritance and with the written agreement of all persons having the capacity of heirs (legatees) in reference to such assets.

The contractual relations between the Bank and the deceased Client may continue with the heirs except for the case when either party requests their termination and after the payment by the heir of any amounts due by the deceased Client to the Bank based on contract(s).

#### **6.5. Accounts with several holders (Joint Accounts) - available only for Clients - individuals of the Bank**

##### ***(1) Joint and Individual Liability***

In case of joint accounts, each holder is authorized to perform operations individually, except for the case when the account holders had mutually decided to only operate on the account jointly.

For the obligations related to the account having two holders, they shall be jointly liable in front of the Bank, so that it may, at any time, request the payment of all obligations from each/either account holder.

##### ***(2) Right to operate on accounts with two holders***

- *Right to operate of each account holder*

Each account holder may freely dispose of the amounts available in the joint accounts, without the concomitant intervention of the other account holder and they may conclude any agreements regarding the keeping of the accounts and/or their debiting, only if the account holders did not mutually agree to only act together on that account/accounts.

- *Granting and termination of representation rights*

The authorization of a third party to operate on an account with two holders may be granted only by the account holder/holders. The cancellation of such special authorization by one of the account holders leads to the termination of the representation right. This express revocation must be communicated to the Bank by the account holder(s) in writing and it comes into force at the time the Bank receives it.

- *Closing accounts*

Each account holder may individually close the accounts it has in the Bank, even in the absence of the other account holder, except for the case when it was decided, on opening the account, that they can only operate the account together, in which case both holders must request the closing of the account.

Accounts may be closed on the Bank's initiative, according to the provisions of this document, as well as the Price List in force.

- *Death of an account holder*

After the death of an account holder, the right to dispose of the amount existing in the account and to close the account belongs to the surviving account holder(s), as well as the heirs of the deceased account holder, who shall produce to the Bank the heir certificate, in order to prove their right to inheritance.

#### **6.6. Accounts for Minors**

For the minor who is not 14 years of age, the right to operate on their account is exercised by at least one of their legal representatives.



In the case of an account holder, aged between 14 - 18 years, the right to operate on the account belongs to them, however only with the agreement of at least one of their legal representatives.

### **6.7. Debit Instruments**

#### ***Use of cheque forms/promissory notes issued by the Bank***

The debit instruments (cheques/promissory notes) may be drawn up only on forms issued by the Bank; the Bank does not honor the settlement of debit instruments written on any other forms.

The Beneficiary/person filling in the forms related to cheques/promissory notes is obliged to verify, at the time of issue, that they are correctly filled in and they contain all necessary data and information, according to the law, for the performance of the ordered debiting operations.

The cheque/promissory notes forms must be legibly filled in and must be handled with care (for example, to not be folded, ruptured or dirty). No information written on the cheque/promissory note can be altered or erased.

In case the debit instruments are lost, stolen or destroyed, the Client must inform the responsible Tribunal in order to obtain a final and irrevocable court order for their cancellation. The Bank shall not be held liable in case the execution of a payment order, according to an instrument in any of the cases above, takes place before the time the Bank receives the court order for cancellation.

The amount of the debit instrument shall be completed in figures as well as words so that nothing can be added. In case, due to the Client's fault, an error occurs in completing the debit instrument, it must be cancelled.

The Client is obliged, on the termination of the agreement regarding cheques/promissory notes and/or the agreement regarding the current account or upon the Bank's express request, to immediately deliver to the Bank representatives all cheque/promissory notes forms not used until that time.

#### ***Liability Regarding the Use of Debit Instruments***

The Bank shall be obliged to verify, each time, the identity of the person producing a debit instrument to be honored. The liability regarding the ensuring of correct filling in of debit instruments as well as documents related to them (dockets, supporting documents) belongs to the Client. The Bank cannot accept for processing debit instruments that do not meet the conditions specified by the legal provisions in force.

Also, the Client shall be liable for all consequences and damages suffered as a result of breaching this framework agreement, or as a result of the loss, abuse, forgery or alteration of cheques/promissory notes or forms related to them issued to the Client by the Bank. The above provisions also apply in case the loss, abuse, forgery or alteration occur (a) without any direct fault of the Client, and/or (b) as a consequence of the Bank honoring a false debit instrument written on any of the debit instrument forms that were lost but not declared to the responsible Tribunal by the Client and the non-receipt by the Bank of the final and irrevocable court order before settlement. The liability shall be applied only if the exterior appearance of the forged debit instrument suggests that it is real (for payment methods involving the physical production of the instrument), and the Bank had not received any written order to stop the debit instrument.

#### ***Settlement of Debit Instruments***

The Bank shall honor all debit instruments produced in their validity period according to the law by debiting the current account of that account holder without previously obtaining its confirmation.

For issued debit instruments, the Client must ensure the available amount in the current account in LEI starting with the date of issue - for Cheques - respectively, starting with the due date - for Promissory Notes and Bills of Exchange - according to the legal provisions in force.

As a special rule, in the case of registering several types of debit instruments for payment regarding the same Client, the cheques have priority to payment in front of promissory notes.

The Client is obliged, on producing debit instruments at the Bank counters, to choose for an alternative processing method of payments, in case the Bank establishes that their condition is not compliant with the specific requirements of applying the truncation procedure.

### **6.8. Cash Operations**



The Client understands and accepts that ProCredit Bank is a banking institution that adopted the NON CASH concept, and in this respect, its clients are encouraged to use alternative channels in order to eliminate cash transactions. However, the Client accepts that ProCredit Bank offers the possibility of performing cash transactions exclusively through terminals, respectively cash collection service (cash transport) made available.

In case of cash withdrawals, the Client is obliged to verify the received amount. The Bank is not liable for possible errors subsequently claimed by the Clients who did not verify the money at the time when they received them.

In case of cash withdrawals the threshold is set in the Bank's Price List, the Client being obliged to send to it a notification, in this respect, 2 working days before the date when they intend to perform that cash withdrawal.

Any banknote found or suspected to be false produced to the Bank shall be withheld based on minutes and subsequently handed to the competent bodies for investigations, according to the law.

The Clients who produce worn banknotes, according to the regulations of the National Bank of Romania, shall be commissioned according to the Bank's price list in force.

### **6.9 Card Operations**

The ProCredit card is an international debit/credit card issued in LEI or EUR under Visa logo.

The settlement currency is the currency used for international transactions as the Bank does not transact all types of currency (in case of Visa cards the currency is EUR).

- For operations performed abroad with the VISA card issued for a current account in LEI, the Bank debits the current account of the card holder in LEI, using the EUR reference currency, as follows:
  - The currency exchange between the currency in which the transaction is made and the reference currency (EUR) is performed automatically by VISA International, at the official par of exchange between the currency in which the transaction was made and the reference currency (EUR).
  - For the debiting in LEI of the current account of the card holder, the Bank uses its internal EUR purchase/RON sale rate.
- For operations made abroad with the VISA card issued for a current account in EUR, the Bank debits the current account of the card holder in EUR, as follows:
  - The currency exchange between the currency in which the transaction is made and the reference currency (EUR) is performed automatically by VISA International, at the official par of exchange between the currency in which the transaction was made and the reference currency (EUR).
  - For transactions made in EUR, the current account in EUR of the card holder shall be debited,
- For operations in LEI made on Romanian territory with the VISA card issued for a current account in EUR, the Bank debits the current account of the card holder in EUR at the EUR sale/RON purchase rate.

The exchange rate used for settling/debiting transactions:

- At the date of initiating the transaction, the rate used for blocking the amount is the Visa rate (available on Visa website). The Bank reserves the right to charge an additional fee at a certain time interval (maximum 30 days calculated from the initiation date).
- The actual debiting of the account with the transaction amount (on settlement) is performed at the commercial rate of the Bank valid on the debiting date.

The approval of deposit/withdrawal transactions performed with the card at the Bank's terminals takes place in real time.

The approval of withdrawal transactions performed with the card at the terminals of other banks/POS/online, implies the immediate reservation of the respective amount on the account for which the card is issued.



The debiting of the account for which the card is issued with the amount related to the transaction performed at the terminal of another bank/POS/online is operated at the time of receiving the settlement file with that transaction from Visa. The registration of the operation is made on the date when the Bank receives the transaction for settlement. If the transaction is performed in another currency than the one of the account, the conversion of amounts from the settlement currency into the currency of the card account shall be made.

Contestations:

- The account holder/legal representative is entitled to contest their own transactions (not recognized in the bank statement after debiting) but also the transactions of card users on that account;
- The card user, who is not the holder of that account, is entitled to contest only their own transactions (not recognized in the bank statement after debiting).

The account holder/legal representative/proxy on the account of the holder is entitled to request to the Bank to cancel the card of a user attached to their account.

## **6.9. Interests, Fees, Charges**

### **(1) Fees charged by the Bank related to payment services and their modifications**

The Bank charges fees for provided services and the operations performed according to the Client's directions.

The fees, charges and other costs are set by the Bank and notified in the contents of the Price List in force. If a Client uses a service (specified in the Price List) for which no specific contract has been concluded between the parties, the fees shown in the Price List valid for that date shall be applied to them.

For auxiliary services (any other services outside the banking products/services offered to Clients), the Bank shall charge fees to which the related VAT shall be applied, according to the laws in the matter in force.

The fees, charges and other costs due by the Client to the Bank shall be returned by them at the time of the termination of the business relationship between the two parties and the closing of the account/accounts of that Client, the latest.

The fees for services which the Client, in the context of the business relationship, typically uses in a certain period (for example a current account) may be reasonably modified by the Bank, considering a real justification regarding the actual costs of the Bank.

The modification of the Price List of the Bank shall be notified to individuals Clients, 2 months before the date when it comes into force in writing or through a durable support. The lack of answer from the thusly notified Client equals with the tacit acceptance of modifications, as they have been notified to them.

The modifications of the Price List of the Bank in case they are more advantageous for clients are notified by displaying them on the Bank's webpage, respectively in the contents of the Price List at the Bank's counters.

**(2) Interest related to payment services. The calculation of interest. Modification of interests. Currencies and exchange rate.** During its business relations, the Bank shall use its own exchange rates and its own interest rates, quoted for the day when the debiting/crediting of the Client's account takes place. The Bank's exchange rates are notified to the Client by display in the Bank's territorial units as well as on its webpage.

The interests practiced by the Bank for the banking products and services are displayed in the office of the Bank's territorial units, on the Bank's website as well as specified in the contracts concluded with the Clients at the time of opening the account whose feature involves granting interest.

The interest due to the Client by the Bank, related to the saving products is calculated according to the following formula:

$$D = S * \frac{T}{365} * r$$



D - accrued interest

S - amount for which the deposit is constituted/the amount available in the account

T - calculation period, expressed in days

r - interest rate, expressed as annual percentage

The Bank shall calculate, withhold and pay the tax on interest related to the Client's accounts according to the applicable legal provisions.

The modifications of the interest rate or of the exchange rate used in payment operations are introduced and calculated in a neutral way, which makes no discriminations between the users of payment services. However, for the amounts above a certain threshold, the Bank may decide to grant a preferential exchange rate or a preferential interest, without prejudicing the rights of the other Clients.

The modification of the interest rate or of the exchange rate immediately applies without written notification if it is more advantageous for Clients and, otherwise, the modifications shall be notified to the individuals Clients 2 months before the date they come into force, in writing or by any other method of sending information agreed by the Parties. The lack of an answer from the Client thusly notified equals to the tacit acceptance of modifications, as they have been notified to them. Such modifications are notified to the Client by display on the Bank's webpage.

#### **6.10. General Provisions Regarding Banking Operations**

The Bank may refuse to execute a banking operation (transfer of funds) and may take any measures that may be required, including the cancellation or blocking of the payment instrument, if the Bank considers that:

- the provisions of the General Terms and Conditions have not been complied with, including but not limited to completing the transfer instruction with the elements needed to execute it, making available the account number, etc.;
- The fund transfer operation may violate some legal provisions;
- Customer refuses to provide supporting documents expressly requested by the Bank;
- The client orders a payment to an entity or person which is subject to international sanctions.

A money transfer instruction whose execution has been denied is considered not to have been received by the Bank.

##### **6.10.1 Engaging the Bank's Liability - Basic Principles**

The Bank shall perform any operation ordered by the Client only if they submit/send to the Bank, for banking operations, legible signed documents, without corrections or erasures, on a support that ensures the signature keeping (respectively seal if applicable) for an unlimited period of time and the impossibility to erase it without damaging the document. The Bank shall be entitled to refuse the registration and/or processing of documents that do not meet the previously specified conditions. The Client submitting such a document to the Bank and who, although they have been informed by the Bank's representative about meeting the previously specified conditions, refuses to do this, shall be fully liable for any damages/losses resulting from such a refusal of the Bank.

The Client understands and accepts that the performance of transactions shall take place exclusively through the internet banking application or through other electronic payment applications. The Bank shall accept the ordering of certain payments on paper in exceptional and justified cases.

Also, the Bank shall perform any operations ordered by the Client only based on the signature samples of the persons authorized to represent the Client and to order operations on their behalf and on their account.

Any modification of the signature sample of the account holder/legal representative/proxy shall be made by the Bank by replacing the initial one, upon the express request of the Client. Until the date of the actual modification of the signature sample form, in the sense of the ones ordered by the Client, the only signatures recognized by the Bank are the ones existing in the initial file.

The account holder undertakes full responsibility in terms of the performance of operations in their account by the authorized persons.



A payment operation is deemed authorized if the payer expressed its consent for the execution of that operation. The consent must be given in the form agreed between the parties:

- By signing the receipt certifying the performance of the operation;
- By signing the national payment order or External Payment Provision forms;
- By introducing the username, password and Token-issued code, in the case of payment operations initiated through the internet banking operation or
- By introducing the PIN and/or signature on the transaction receipt as a result of using the card.

In the case of performing payment operations with the card, which do not involve the introduction of PIN code or the signing of the transaction receipt, the mere use of the card by its holder may represent consent.

In the absence of a consent expressed in any of the form specified above, the payment operation is deemed unauthorized. The Client may withdraw their consent at any time, but not later than the moment of irrevocability, as it has been defined above.

The Bank reserves the right to execute the Client's payment instructions/related to the Client's account in the order of their registration for payment on their account as well as according to the following conditions:

- The balance of the account fully covers the consideration of each requested operation as well as the operation fees due to the Bank and highlighted in the Price List in force;
- The Client's account/accounts is (are) not unavailable based on a final and enforceable court order/executory title/other orders issued by competent authorities;
- The ordered operations meet all legal requirements/provided by GBT regarding completeness and accuracy.

The Bank's liability to the Client, for the unauthorized operations: In the case of an unauthorized payment operation, the Bank is obliged to immediately reimburse the Client the amount related to that operation and, only if applicable, to return that debited payment account to the status it had if the operation had not been performed, by completion with the amounts due to the Client, without the possibility of additional indemnities (for example: accounts bearing interest). Also, in case of closing a deposit account due to the Bank's error, the error shall be corrected without affecting the Client's rights and without them bearing any additional costs.

The Bank's liability shall not be engaged in case of unauthorized payment operations resulting from the use of a lost or stolen payment instrument, or in case the Client did not keep the customized security elements safe - token, PIN, serial numbers for fax transactions, authorization passwords.

## **6.10.2 Provisions Regarding Payment and Collection Operations**

### *(a) Performing Payments and Collections in/from EU Area*

a.1. The settlement of payment in EU area, ordered by the Client, shall be operated by the Bank from their payment accounts. Such payments are settled through/by correspondent banks, inclusively the National Bank of Romania, except for the case in which the Bank fully executes them within its own organization. In such cases, the Bank's liability shall consist of carefully selecting the correspondent banks, and correctly instructing the payment orders within the limits of the information supplied by the Client and observing the execution terms.

#### **A. For the payments made by the Bank in EU area:**

- The payment operation is deemed correctly executed in terms of the payment beneficiary if the unique identification code used for making the payment is identical to the one supplied by the Client;
- In case the Client supplies the Bank with an incorrect unique identification code for the payment beneficiary, the Bank shall not be held liable for the incorrect execution or for the failure to execute the payment operation. However, in such case, the Bank shall make reasonable efforts to recover the amounts involved in the incorrectly executed payment operation, in exchange for a recovery fee existing in the Price List of the Bank in force at that date.

The minimum mandatory information that must be supplied to the Bank by the Client for the correct execution of a payment in the EU area is:

- The account number in IBAN form which shall be debited for making the payment;
- The amount that is the subject of payment and the currency;
- The full name of the beneficiary and their address, in case of international payments;



- The account number of the beneficiary in IBAN form;
- SWIFT (BIC) code and the name of the beneficiary's bank. The address of the beneficiary's bank, in case of international payments in EU area is optional; the option to commission the payment, mandatory SHA, for international payments;
- Payment details.

This minimum mandatory information (according to the laws in force), are supplemented, as applicable, by supplying the statistical code of the transaction and the number in the Private External Debt Register, in case of transactions made by a resident Client to a nonresident.

In case the currency of the account to be debited is different from the currency in which the transfer is ordered, the Bank shall perform the exchange of the payment amount using the reference exchange rate of the Bank valid at the time of making the payment.

The Bank, as well as all intermediary correspondent banks, shall transfer the entire amount of the payment operation without charging any fees from it. The payer bears all Bank fees, as they are emphasized in the Price List in force, and the beneficiary shall bear the fees of their bank.

In the case of performing an erroneous transaction, or of the failure to perform it, due to the supply of incorrect information by the Client, the Bank shall take, with the express agreement of the Client, reasonable measures to correctly identify the payment beneficiary, respectively to recover the funds, for a fee, provided in the Price List in force, which shall be borne by the paying Client.

The currency date on which the debiting of the Client's account is made shall not be before the time when the amount that is the subject of the payment is debited from that account.

#### a.2. Collections made in EU area

In case of collections made by the Bank in EU area, the Bank is responsible for performing transactions based on the unique identification code, and in case there is no correspondence between the name of the beneficiary and their unique identification code, the Bank shall return the funds, in this case the Bank's liability being limited to the correct return of the funds.

If the Bank concludes a transaction with the Client in which it owes them the payment of an amount in a certain currency, it shall be discharged of its obligation by crediting the Client's account in that currency.

In case the payment beneficiary does not have an account in the currency in which the payment was made, or in case the currency of the transfer is different than the currency in which the Client's account is opened, the Bank is authorized to perform the currency exchange, at the referenced exchange rate, and to credit their account with the thusly obtained amount, after conversion. In this sense, for the performance of the currency exchange, the reference exchange rate of the Bank at the time of crediting the Client's account shall be used. The Client takes note of the reference exchange rate of the Bank for that transaction by accessing the Bank's webpage or viewing the list of exchange rates displayed in the Bank's branches. The Bank shall be discharged of its obligation by crediting the Client's account specified through the IBAN code mentioned in the payment instruction.

The Bank makes available to the Client, crediting their current account, on the date of receipt, the collected amount if this is not forbidden by other relevant legal provisions;. Subsequently, the Bank shall make sure that the date of the currency related to the crediting of the Client's account is not subsequent to the working day in which the amount that is the subject of the operation is credited in the Bank account. The amounts received from the Bank after the end of the working hours shall be made available to the Client in the next working day, observing the same principle on the currency date of crediting the Client's account described above. In case of amounts received in non-working days and national holidays, the Bank shall credit the Client's account in the next working day, with the currency date = current working day.

In case a Client deposits cash in an account opened in the Bank, they must make sure that the amount requested for performing the operation is available and it has a currency date assigned to it immediately after the time of receiving the funds.

#### *(b) Making payments and collections in/from non-EU area*

##### b.1. Payments made in non-EU area



In case an order issued by a Client must be executed through a correspondent (third party) bank, in order to be executed, the Bank shall send it to the correspondent (third party) bank on in its own name (order transferred to a third party). In such cases, the Bank's liability shall be limited to carefully selecting and correctly instructing the correspondent bank.

The minimum mandatory information that must be supplied to the Bank by the Client for the correct execution of a payment in the non-EU area is:

- The account number in IBAN form that shall be debited for making the payment;
- The amount that is the subject of payment and the currency;
- The full name of the beneficiary and their full address;
- The account number of the beneficiary;
- The name of the beneficiary's banks and its address. The SWIFT (BIC) code of the beneficiary's bank is deemed optional information;
- The option to commission the payment: OUR, SHA, BEN;
- Payment details.

This minimum mandatory information (according to the laws in force), are supplemented, as applicable, by the supply of the statistical code of the transaction and the number in the Private External Debt Register, in case of transactions made by a resident Client to a nonresident.

In case the currency of the account to be debited is different than the currency in which the transfer is ordered, the Bank shall perform the exchange of the payment amount using the reference exchange rate of the Bank valid at the time of making the payment.

#### b.2. Collections made in non-EU area

If the Bank makes a transaction with the Client through which it owes them the payment of an amount in a certain currency, it shall be discharged of its obligation by crediting the Client's account in that currency.

In case there is no correspondence between the name of the beneficiary and their unique identification code or their account number, the Bank shall proceed to making investigations for the correct identification of the beneficiary Client. If the correct information about the beneficiary cannot be obtained within 5 working days from the start of the investigation, then the Bank shall return the received funds. In such case, the Bank's liability is limited to making the reasonable efforts to identify the beneficiary of the collection, as well as to correctly return the funds, if their identification is not possible.

In case the payment beneficiary does not have an account in the currency in which the payment was made, or in case the currency of the transfer is different than the currency in which the Client's account is opened, the Bank is authorized to make the currency exchange, at the reference exchange rate, and to credit their account with the thusly obtained amount, after conversion. In this respect, for the performance of the currency exchange, the reference exchange rate of the Bank at the time of crediting the Client's account shall be used. The Client takes note of the non-cash exchange rate of the Bank for that transaction by accessing the Bank's webpage or viewing the exchange rates list displayed in the Bank's branches.

The Bank shall be discharged of its obligation by crediting the Client's account specified through the IBAN code mentioned in the payment instruction.

The Client agrees to the Bank charging from the transferred amount its collection fee, described in the Price List in force.

The Bank makes available to the Client, crediting their current account, on the date of receipt, the collected amount if this is not forbidden by other relevant legal provisions. Subsequently, the Bank shall make sure that the currency date related to crediting the Client's account is not subsequent to the working day in which the amount that is the subject of the operation is credited in the Bank account. The amounts received by the Bank after the end of the working hours shall be made available to the Client in the next working day, observing the same principle on the currency date of crediting the Client's account described above. In case of amounts received in non-working days and national holidays, the Bank shall credit the Client's account in the next working day, with the currency date = current working day.

In case a Client deposits cash in an account opened in the Bank, they must make sure that the requested amount for performing the operation is available and that it is assigned a currency date immediately after the time of receiving the funds.

(c) Making payments and collections in the Single Euro Payments Area ("SEPA")

c.1. The settlement of "SEPA" payments, ordered by the Client, shall be performed by the Bank from their current accounts. For the payments made by the Bank in Single Euro Payments Area:

- The payment operation is deemed correctly executed in terms of the payment beneficiary in case the single payments account, in IBAN form, without the additional specification of BIC, used in making the payment is identical to the one supplied by the Client;
- In case the Client supplies the Bank with an incorrect single payment account for the payment beneficiary, the Bank shall not be held liable for the wrong execution or the failure to execute the payment operation.

The minimum mandatory information that must be supplied to the Bank by the Client for the correct execution of a payment in the single Euro payments area is:

- The account number in IBAN form which shall be debited for making the payment;
- The amount that is the subject of payment and the currency;
- The full name of the beneficiary and their address, in the case of international payments;
- The account number of the beneficiary in IBAN form;
- Payment details.

The commissioning option is mandatorily SHA.

In case the currency of the opened account to be debited is different than the currency in which the transfer is ordered, respectively EUR, the Bank shall make the exchange of the payment amount using the reference exchange rate of the Bank valid at the time of making the payment.

The Bank shall transfer the entire amount of the payment operation without charging any fee from it. The payer bears all Bank fees, as they are emphasized in the Price List in force, and the beneficiary shall bear the fees of their bank.

The currency date on which the debiting of the Client's account is made shall not be previous to the moment when the amount that is the subject of the payment is debited from that account.

c.2. Collections made in Single Euro Payments Area

In the case of collections made by the Bank in EU area, the Bank is responsible for the execution of transactions based on the international bank account number (IBAN), and in case there is no correspondence between the name of the beneficiary and their international bank account number (IBAN), the Bank shall return the funds, in such case the Bank's liability being limited to the correct return of the funds.

If the Bank performs a transactions with the Client in which it owes to them the payment of an amount in a certain currency, it shall be discharged of its obligation by crediting the Client's account in that currency.

In case the payment beneficiary does not have an account in the currency in which the payment was made, respectively EUR, or in case the currency of the transfer, respectively EUR, is different than the currency of the Client's account, the Bank is authorized to make the currency exchange, at its reference exchange rate, and to credit their account with the thusly obtained amount, after conversion. In this respect, for the performance of the currency exchange, the reference exchange rate of the Bank at the time of crediting the Client's account shall be used. The Client takes note of the reference exchange rate of the Bank for that transaction by accessing the Bank's website or viewing the list of exchange rates displayed in the Bank's branches. The Bank shall be discharged of its obligation by crediting the Client's account specified through the IBAN code mentioned in the payment instruction. The Client agrees to the Bank charging from the transferred amount its collection fee described in the Price List in force.

The Bank makes available to the Client, by crediting their current account, on the date of receipt, with the collected amount if this is not forbidden by other relevant legal provisions. Subsequently, the Bank shall make sure that the currency date related to crediting the Client's account is not subsequent to the working day on which the amount that is the subject of the operation is credited in the Bank account. The amounts received by the Bank after the end of the working hours shall be made available to the Client in the next working day, observing the same principle on the currency date of crediting the Client's account described above. In case of amounts received in non-working days and national holidays, the Bank shall credit the Client's account in the next working day, with the currency date = current working day.



*(d) Correctness of information related to transactions*

All operations ordered by the Client must be performed based on the forms issued by the Bank and they must clearly specify the contents of the transaction as well as all mandatory elements (according to the law), necessary for the correct execution of that transaction. In case of transactions in EU area, the Client shall supply the Bank, for performing a payment operation, with the unique identification code of the payment beneficiary, consisting of the IBAN code of the payment beneficiary and the BIC (SWIFT) code of their bank.

The Bank shall verify the correctness of the information included in the order formulated by the Client, especially regarding the unique identification code of the payment beneficiary. All deficiencies resulting from the method of completing the forms by the Client may require additional clarifications, which may cause delays, regarding the receipt and execution of payment operations by the Bank, the Client undertaking the responsibility for any consequences arising from such delays. For the payments in EU area, in case the Client does not supply the BIC code of the beneficiary's bank, upon their request, the Bank shall make all reasonable efforts to obtain information regarding such code, from various sources.

*(e) Emergency execution of a Client's transfer order*

Upon the written express request of the Client, for the emergency execution of a transfer order, the Bank shall honor the Client's order observing the time limits (hourly processing intervals) according to its working hours.

***Reverse Operations and Corrections Made by the Bank***

The Bank shall credit the Client's accounts according to the received instructions.

The Bank cannot be held liable for prejudices caused as a result of crediting the Client's account, following erroneous received instructions.

The erroneously made operations, in the sense of crediting the Client's account with undue amounts of money, due to the Bank's error, can be corrected by the Bank through a reverse operation, respectively by debiting the account/accounts involved in the erroneously performed operation. In such case, the Client cannot make any objections regarding the operation to correct the erroneous transaction, based on the fact that the operation of crediting the account with the amount related to correction was initially made by error/without justification. If there are not sufficient assets available in the Client's account to perform the reverse operation described above in order for the Bank to recover the erroneously credited value, the Bank shall notify the Client in writing. The Client is obliged to return the amount due to the Bank within maximum 5 (five) banking days from the date of the notification, otherwise the Bank shall charge the Client with a penalty of 0.5% per day of delay, from the due amount, calculated for a period of maximum 90 (ninety) calendar days from the due date. If, during this time interval, the Client does not return to the Bank the amounts with which they got enriched without just cause, the Bank reserves the right to address the competent courts of law, according to the law, for the recovery of that amount.

Incorrectly executed payment operations: the Bank shall correct a payment operation in case the Client reports, without unjustified delay, but not later than 13 (thirteen) months from the date when their account had been debited, the fact that an operation was unauthorized or incorrectly execution.

In case of entities, the Client shall report the found errors in the case of operations made on its account within maximum 30 days from the time when that operation took place.

***6.10.3 Execution of Certain Operations Without the Client's Agreement***

The Bank is authorized to operate in the Client's accounts, without their agreement, in the following cases:

- The reimbursement of any receivables, overdue or current, due to the Bank, from any accounts, in LEI or foreign currency, held by the Client in the Bank;
- The collection of fees, charges and any other costs related to banking operations made on behalf and for the Client;
- The Bank's damage, by not observing the regulatory documents/regulations - on payment instruments and credit titles - and any contractual provisions from special contracts concluded between the Bank and the Client. The Client authorizes the Bank to automatically debit the amounts in any of their accounts until the full recovery of the caused damage;

- The seizure of the amounts in the Client's accounts based on the attachment establishment letters ordered by the competent authorities, inclusively foreclosure bodies provided by the law/attachment edicts ordered by court or prosecutor/in other cases expressly provided by the law;
- The settlement of payments ordered by the foreclosure bodies based on a executory title, as well as in other cases in which the law or other regulatory documents expressly provide that the settlement is made directly based on an executory title, without other forms of foreclosure.

#### **6.10.4 Cancellation of Operations**

The Client may cancel a transfer order they personally gave only until the moment of irrevocability (as it was defined above). After this moment, if the amount ordered by the Client for transfer is still available to the Bank, the transfer order may be revoked with the Bank's agreement. In case the amount is no longer available to the Bank, it shall request the correspondent bank/banks to cancel the operation and recover the funds only based on a written request submitted in this respect by the Client, for a recovery fee described in the Price List in force. In the case of the recovery operation, the Bank shall make all reasonable efforts, however, the beneficiary's agreement being always required.

#### **6.10.5 Guaranteeing the Clients' deposits**

The Clients' deposits are guaranteed by the Deposit Guarantee Fund in the Banking System, within the limits and according to the conditions of the applicable law in the matter.

The Bank makes available to the Client, by displaying at the Bank's counters, respectively on the Bank's website:

- Information for depositors regarding the guaranteeing of banking deposits;
- Information regarding the guaranteeing of deposits and classification of Clients, depending on the nominated categories;
- The obligations of the depositors, the guaranteeing thresholds;
- Information regarding the calculation, payment and collection of indemnities.

The Clients - entities - are obliged to notify the Bank, in a corrective statement, about any occurred modifications that lead to the change of classification in the category of guaranteed/unguaranteed deposits, within 10 (ten) days from its occurrence.

### **7. RIGHTS AND OBLIGATIONS OF THE PARTIES**

#### **7.1 Rights and Obligations of the Client**

##### **A. Rights of the Client:**

- To obtain information and to request services/products related to accounts according to the offer and conditions of the Bank;
- To be informed about the contractual framework in which the business relationship (GBT) takes place maximum 15 days before opening the account, respectively the price list proposed by the Bank; the term of 15 days specified above may be reduced with the Client's agreement;
- To request and receive, upon request, a copy of the GBT;
- To unilaterally terminate GBT, to terminate the business relationships with the Bank and, implicitly, to request the closing of the account, free of charge, in case of not accepting the modifications proposed and communicated by the Bank regarding it, on the condition of sending a notification in this respect to the Bank until the date when such modifications come into force and observing the notification period of 30 (thirty) days;
- To order operations with the amounts in the accounts opened in the Bank, observing the laws in force, these GBT and specific contracts concluded with the Bank;
- To supply the account through cash deposits at the Bank's units (24/7 area) or through transfers from other accounts, opened in the Bank or other banks. The supplies in foreign currency are made on the condition of observing the provisions of the legal regulations regarding foreign currency operations, in force at the time of their performance;
- To receive, for the amounts kept in the accounts whose feature provides it, the interest set by the Bank;

- To be made available by the Bank the bank statement emphasizing the performed operations;
- To be informed about the modifications of the contractual framework in which the business relationship takes place, the costs of transactions to be performed/which have been performed, respectively the currency exchange rates practiced by the Bank.

## **B. Obligations of the Client:**

- To correctly and completely supply to the Bank the information and documents it requests, in order to start, respectively run the business relationship, especially for opening the account as well as performing the operations on the account ordered by the Client;
- To inform the Bank about any modification of their identification data (denomination/name, office/address/residence, citizenship, occupation, important public position held - as applicable, the name of the real beneficiary, the fiscal residence - as applicable);
- To notify the Bank about the termination and/or modification of any powers of attorney/proxies, granted to any persons, in the relationship with the Bank (mainly special powers of attorney/proxies) as soon as possible from the date when such changes/modifications occur;
- To perform operations within the limit of liquid assets in the account, considering, inclusively, the value of fees and charges related to the administration of the accounts and performed operations;
- To pay to the Bank the fees and any other charges related to the performed operations in and regarding their accounts, according to the price list in force, displayed and communicated; the Client authorizes and empowers the Bank, irrevocably and unconditionally, to collect, immediately and without previous notification, any amount due and unpaid for covering their payment obligations - being as follows inclusively but not limited to: fees, interests, charges and any other due amounts - by automatically debiting any account opened on their name in the Bank, irrespective of the currency in which they are available. In such case, the Client authorizes and empowers the Bank to perform the currency conversion at the exchange rate practiced by the Bank, on the date of debiting the transaction. In such cases, the currency exchange operations shall be made by the Bank without any other written agreement of the Client or the filling in by them of forms related to currency exchanges based on the authorization given to the former in this contract. The exchange rates for which the currency exchange orders are performed is accessible on the website [www.procreditbank.ro](http://www.procreditbank.ro). In virtue of this paragraph, the Bank acquires the right and not the obligation to automatically debit the Client's account;
- To be informed about the account status by any means made available by the Bank, inclusively by analyzing the bank statement;
- To immediately examine the information included in the bank statements issued by the Bank and to verify the accuracy of the operations registered in their account;
- To notify the Bank as soon as they find irregularities in the information supplied by the Bank, through bank statements, but only if such finding took place within maximum 13 months from the moment when the Bank supplied the statement in which the Client identified the error; the entities shall notify the Bank about the found error within maximum 30 days from the time when it occurs.
- To use the payment instruments issued by the Bank according to the legal provisions and the Bank's rules that regulate their issuance and use. Immediately as the Client receives a payment instrument, they must take all reasonable measures to keep the customized security elements safe;
- To observe the Bank's working hours with the public, as it is displayed in its territorial units;
- To notify the Bank, without unjustified delay, immediately after they become aware of the loss, theft, use without right of their payment instrument or any other unauthorized use of it. The failure to observe this obligation constitutes the Bank's discharge of any obligation regarding the non-performance or wrong performance of that payment operation;
- To compensate the Bank for any prejudices, damages, expenses borne by the Bank regarding the provided payment services and which are due to the Client's fault;
- To know and to observe this document, as well as the provisions of the other contracts concluded with the Bank and of the Price List in force of the Bank;
- The customer has the obligation to update his personal data for the entire duration of the contract, including the case when he/she acquires the US residency, according to the FATCA reporting requirements. The client/customer account holder has the obligation to update the CRS information for the entire duration of the contract. If the client/customer account holder does not comply with the obligation to update his personal data, the Bank is entitled not to perform the ordered transactions. Based on the information and documents submitted by the client, provided that they comply with the legal requirements, the Bank will update his/her personal data. Updating of data and information is a

continuous process that takes place with the participation of the Bank and the client, who has the obligation to provide the requested documents to the Bank.

## **7.2. Rights and Obligations of the Bank**

### **A. Rights of the Bank:**

- To request and to obtain from the Client/Legal Representative/Proxy all information/documents necessary for starting/running the business relationship, especially the banking services requested by the Client, as well as to take other steps to obtain information about the Client/Proxy, in the cases when the Bank considers that the held information regarding the above-specified persons is incomplete, incorrect or contradictory;
- To not start or to not continue the business relationship with the Client, especially to refuse the opening of accounts or performance of operations ordered by the Client/Legal Representative/Proxy, in case not all elements set in applicable regulations and internal relevant regulations are met;
- To suspend the performance of any operations in the Client's account, as it was ordered by them, until the receipt by the Bank of all requested information, in order for the Bank to provide the requested services in full legality and completeness conditions. In case the Client does not supply the Bank with the requested information or in case it is subsequently found that the supplied information is not real, the Bank reserves the right to reconsider the relationship with the Client, inclusively by closing their accounts;
- To make payments, from the Client's accounts opened in the Bank, without their agreement, based on orders of the courts of law, final and enforceable, as well as other executory titles, upon the request of entitled persons;
- To suspend or, as applicable, to refuse the performance of any operation on the Client's account in case it has suspicions about the Proxies on the account, regarding the nature of the operation, in case the documents that form its basis have elements of suspicion, the customer data has not been updated according to the regulated intervals or in case the Bank receives from the Client/Legal Representatives/Proxies contradictory instructions, until their clarification;
- **To suspend** or, as applicable, **to refuse** the performance of any operation on the Client's account in case the Client's account meets the inactivity condition, until the date of presentation in the Bank for identification or until the account is closed by the Bank (the closing takes place after the completion of the term of 5 months from the last transaction made by the Client);
- To charge fees, charges and interests for the provided services and supplied products, according to the price list in force on the date of performing the operation; to modify and replace the GBT according to the conditions provided in this document;
- To unilaterally terminate the GBT, to terminate business relationships with the Client and, implicitly, to close the Client's account, free of charge, in case of not accepting the modifications proposed and communicated by the Bank regarding it, sending a notification in this respect to the Client;
- To sent to the Payments Incident Center, Credit Risk Center, Credit Bureau or other competent authorities risk information, information regarding credits, fraudulent activity or other situations incidental to processing or consultation.
- To transmit information of the nature of banking secrecy, within the meaning of the Emergency Ordinance no. 99/2006, to third parties (including ANAF) under the terms and conditions stipulated by the provisions of these General Business terms and / or any other legal provisions in force which oblige the Bank to provide such information.

### **B. Obligations of the Bank**

- To inform the Client/potential Client about the contractual framework in which the business relationship shall take place (GBT), respectively the proposed price list;
- To supply to the Client, upon request, a copy of the GBT;
- To inform the Client about the modifications of the GBT, 2 (two) months before they come into force, respectively of the practiced price list, through one or several of the following ways: display at the offices of the Bank's territorial units, display on the Bank's website. The modifications of the contractual clauses shall be communicated by notification on durable support. The Client has 15 (fifteen) days available from the date of information to communicate to the Bank their option of accepting or not accepting the new conditions;





- To be informed/to request documents from the Client/Proxy regarding the their identification data, the nature of the operations requested by the Client/Proxy, as well as any other elements the Bank deems necessary for providing the products and services in full legality and completeness conditions;
- To perform in the Client's account the banking operations ordered by them or the Proxy on account, but only within the limit of liquid assets in the account;
- To offer the Client information for the ordered/performed payment operations that allows the Client to correctly and completely identify them.

## **8. COMMUNICATIONS/ INFORMATION MADE TO/BY THE BANK**

All orders, requests, instructions and communications of the Clients to the Bank must be made in writing, properly signed and addressed to the Central Office or the territorial units of the Bank to which they are intended. Also, the Client is offered alternative communication channels with the Bank:

- ❖ Email address: [headoffice@procredit-group.com](mailto:headoffice@procredit-group.com);
- ❖ Messages sent through the Internet Banking application;
- ❖ Other email addresses for clarifying certain specific matters published on the Bank's website.

The communications, notifications, information in written form shall be sent between the parties at the shown addresses.

The Client is obliged to make sure that the instructions, orders, requests and communications sent to the Bank are clear and contain correct and complete information.

### ***8.1 Issuance of bank statements and other information, in the case of Clients with current accounts opened in the Bank***

At the time of opening the account, the Bank shall supply the Client with the following information, included in the contract as well as this Policy:

- a. Regarding the identification of the Bank: name, office, name and office of branch/agency, electronic mail address, for communication with the Client;
- b. Regarding services offered by the Bank: main features of the services, the need of the Client providing the unique identification code, the maximum execution term of a payment order; the limit times until which payment orders are accepted;
- c. Regarding the Bank's costs for provided services, interests and the exchange rate, according to the Price List of the Bank, in force at the time of performing the operation;
- d. Regarding the means of communicating information between the parties. The Client shall present their options, regarding the communication mean they deem most appropriate;
- e. Regarding information security and correction measure the Bank may take;
- f. Regarding the methods of contract termination, and regarding its modification: contract term, the Client's right to unilaterally terminate the contract. Any contractual modification shall be notified to the Client by the Bank at least 2 (two) months before the proposed date for the implementation of that modification. The lack of an answer from the Client equals their tacit acceptance regarding the modification brought to their attention.

The Bank shall issue, monthly, free of charge and on paper, a bank statement for each current account of each individual Client, statement which shall include performed transactions and shall clarify the obligations accrued by both parties during the period related to the statement (inclusively interest and charges applied by the Bank). The bank statement shall be sent to the Client by mail, at the mailing address communicated by them to the Bank. By way of exception to the above, upon the express written request of the Client, the Bank may send the bank statement of the Client through another communication mean (on email, by using the Internet Banking service or at the counter).

Also, in case the bank statement is sent to the Client, by mail, but the notification is returned to the Bank, due to wrong address of the Client (in the cases when it was wrongly communicated by the Client, or in the cases when the Client changed their home address and did not inform the Bank about this) or the absence of the Client at home for a long period, the Bank is exempted from the obligation to send to that Client such notifications, until the time when they update their identification data in the relation with the Bank, respectively the communication to the Bank of the agreed method of sending such information.



Sending bank statements by mail, to the Client, shall be resumed by the Bank (according to the conditions specified in the previous paragraphs), only upon the express request of the Client and only in case they do not specify another method for the Bank to send the bank statement.

The bank statements, in which the operations ordered by the Client are reflected, constitute valid proof in any legal or other procedures between the Bank and the Client.

### ***8.2 The Bank's obligation to notify the Client, in case of non-execution or wrong execution of a payment order***

Upon the request of the Client who initiated the payment order, the Bank shall make, for a fee, immediate efforts to identify and follow the ordered/executed payment operation. Also, in the case of a non-executed payment operation, or an incorrectly executed payment operation due to the proven fault of the Bank, the payer shall be notified regarding the results without this measure involving costs from the Client (postal expenses or other fees for sending information). The Bank shall notify the Client regarding the above-specified situation as soon as possible from the moment of becoming aware of the non-execution or incorrect execution of that order.

If the incorrect execution or non-execution of the operation ordered by the Client is due to the Bank's fault, it shall immediately make available to the Client the corresponding amount, in their current account and, if applicable, it shall restore the current account to the state it had if that operation would not have taken place.

## **9. TERMINATION OF BUSINESS RELATIONSHIP**

### ***Termination of business relationship on the Client's initiative***

The Bank's Client is entitled to unilaterally terminate the contract concluded with the Bank at any time, on the condition of granting a previous notification of maximum 30 days. The parties may agree to immediately close the account in case this is possible.

### ***Termination of business relationship on the Bank's initiative***

The account closing/contract termination may be made on the Bank's initiative in case it decides to terminate relations with that Client, from its own initiative and irrespective of other elements, previously informing the Client (individual/entity), communicated 2 months before the date when the Bank wishes to effectively close the account.

The Bank may terminate business relationships resulting from contract concluded with the Client in the following cases, but not limited to them:

- a) The Client's payment account is inactive for a period longer than 3 (three) calendar months, and this account's balance is 0;
- b) The Client caused in the last year more payment incidents with debit instruments than the limit provided in the Price List of the Bank in force;
- c) The Client gave incorrect statements regarding their financial situation, given that such statements had a significant importance for the Bank's decision to grant a credit or other operations involving risks for the Bank, or if a substantial deterioration occurred or threatens to occur in the financial situation of the Client, endangering the fulfillment of their obligations to the Bank;
- d) The Client did not fulfill their contractual obligations to the Bank (inclusively the one of paying all due interests, fees and charges), as they are provided in the Contract signed by them with the Bank;
- e) The Client/ Legal Representative/ Proxy appears in one of the lists published in the Official Journal of Romania or in the lists published by the international bodies to which Romania adhered, as being suspected for committing or financing terrorism acts/other international sanctions;
- f) The criminal prosecution against the Client was started, or against the director/ attorney/ shareholder/ shareholders of the entity, Client of the Bank, for facts sanctioned by the regulations in force which include, not limited to: Law no. 656/2002 for prevention and sanctioning of money laundering, subsequently amended and supplemented, Law no. 535/2004 on the prevention and fight against terrorism, subsequently amended and supplemented and which may lead to the recording of a reputational risk by the Bank;



- g) In case the Client breaches their obligations to the Bank and/or the laws in force and/or the provisions of this document;
- h) In case of dissolution of the Clients - entities;
- i) In case the Client does not accept the modifications of GBT.

At the time of making the decision to terminate the business relationship of the Bank with that Client, the Bank shall notify the Client about the taken measure, and the Client shall appear at the Bank to clarify the situation of mutual rights and obligations.

The Client is obliged to pay all due amounts, with any title, to the Bank.

Also, the Client shall return to the Bank all valid payment instruments, issued in relation to the account or payment. Both the Bank and the Client shall fulfill, as soon as possible, all due obligations (including payment obligations), arising from the use of the banking products offered by the Bank to the Client.

***Termination of business relationship on the initiative of other persons than the account holder***

The business relationship may also be terminated on the initiative of proxies on the Client's account based on certain proving documents or on the initiative of heirs based on documents proving the capacity and capability to dispose of the account.

***Termination of the business relationship in case of major force/fortuitous event***

Major force, found, according to the law, by a competent authority, exonerates the Bank/Client of the fulfillment of undertaken obligations, for the entire period when it acts.

The party invoking major force is obliged to notify the other party, immediately and completely, the information regarding its occurrence, as well as to take any measures it has available in order to limit the consequences.

In any of the termination ways of the business relationship between the Client and the Bank, the latter shall proceed to closing the account/accounts of the Client, without additional costs to the individual Client, upon the Client's request and after the full payment of all obligations undertaken by the Client to the Bank. At the same time, the payment account cannot be closed on the Client's initiative given that it is encumbered by attachment or made unavailable according to the law.

## **10. FINAL PROVISIONS**

10.1 Any amendments made to the contents of the General Business Terms shall be notified to the Client and displayed at the offices of the Bank's territorial units, being, at the same time, published on the Bank's website. The amendments to GBT shall be notified to the Client 2 (two) months before they come into force. The lack of an answer in written form from the Client thusly notified equals the tacit acceptance of the amendments, as they have been notified to them.

10.2 If it is set that any of the terms or provisions of the General Business Terms is null or cannot be enforced or is inapplicable, it shall not affect the validity or execution of the other provisions.

10.3 Considering the initial name of this document, respectively "GENERAL BUSINESS POLICY", all documents and forms used by the Bank in the relationship with its Clients, in which reference is made to the "GENERAL BUSINESS POLICY", shall be read and construed as referring to the "GENERAL BUSINESS TERMS".

10.4 The language applicable to the relationships between the Client and the Bank, as well as of the documents issued by the parties, and which produce effects between them, is the Romanian language.

10.5 The disputes arising between the Client and the Bank shall be settled amiably.

Any disagreement between the Bank and the Client may be settled by the Alternative Dispute Resolution Center for the Banking Sector (CSALB): tel. 021 9414; <https://www.csalb.ro/>

In case this is not possible, they shall be settled by the courts of law competent in the matter. In the case of disputes arising between the Bank and professional Clients, the competent courts of law shall be the ones in whose circumscription the office of the branch/agency of the Bank is located at which the Client has the payment account opened. At the same time, the individual Client may at any time address the



National Agency for Consumers Protection in Bucharest, or any office of the County Commissariats for Consumers Protection.

10.6 The Client assumes the risk of the circumstances existing on the date of concluding the GBT or any other agreements with the Bank changing through the intervention of certain exceptional modifications of the circumstances that were the basis of their conclusion, independent of the Bank's will, the Client expressly declaring that they understand in the sense of art. 1271 par. 3 let. c) of the Civil Code to assume the risk regarding the previously specified changes, especially in terms of the modification of reference interest, the variation of the exchange rate and any other costs elements, being held to fulfill their undertaken obligations as they are provided in the GBT or any other agreement concluded with the Bank.

10.7 The proxies and authorization having the features of a mandate and which have been granted to the Bank by the Client based on the GBT or according to other agreements concluded with the Bank are deemed, unless otherwise stipulated, to be granted for a period of time equal to the term of contractual relations between the Bank and the Client based on which they arise, the provisions of art. 2015 of the Civil Code not being applicable. Such proxies or authorizations may be exercised by the Bank as well as any of its attorneys.

10.8 Unless otherwise stipulated, the Client cannot cease or transfer any of the rights or obligations resulting from GBT or other agreements concluded with the Bank, without the previous written consent of the latter. The Bank may freely transfer to any third party any of the rights and obligations resulting from GBT or any other agreements concluded with the Client.

10.9 As the fulfillment of all obligations undertaken by the Client in the GBT or through other agreements concluded with the Bank represent a condition deemed by the Bank as essential on the date and for their conclusion, in case of the failure to fulfill or the wrong fulfillment of such obligations the Client is fallen from term, the Bank having the serious and legitimate interest to recover any and all amounts owed by the Client as well as to prevent the causing of other damages to its assets. At the same time, according to the provisions of art. 1516 of the Civil Code, the Bank is entitled to the full, exact and on time fulfillment of the obligation. When the Client does not fulfill their obligation, they are in default by operation of law, and the Bank may, at its choice and without losing the right to damage-interests, go to the forced execution of the obligation, or to obtain the termination of the contract or to use any other means provided by law to achieve its right.