

**Article 1 - Definition of used terms**

“**Subscriber**” represents the legal entity, certified freelancer (for the activity performed in this role) or authorised professionals, BRD client, which requested to be provided with the remote banking service BRD@ffice, i.e. the beneficiary of such service. The Subscriber’s identification data are mentioned in the Subscription Application, which is a part of the Contract.

At the Subscriber’s request, BRD@ffice makes it possible to identify within the same Contract several natural persons with access levels and authorizations for signing various transactions. Such persons are defined within the Contract either as the Legal Representative of the Subscriber, or as the Contract Administrator, or as Authorized Users.

“**Contract Administrator**” represents the natural person designated by the Subscriber’s Legal Representative to maintain the relationship with the Bank any time it is necessary to set or block/unblock the Authorized Users or the Token device. The Contract Administrator will receive from the Bank the customized security elements and will send them to the Authorized Users in confidentiality conditions.

The Contract Administrator will receive by e-mail a password that will enable to be authenticated by phone each time they call the HelpDesk Service. The Subscriber’s Legal representative can decide either to undertake the role of Contract Administrator themselves, or to designate another person as Administrator. A single Administrator may be designated under a BRD@ffice subscription Contract.

“**Bank**” means BRD-Groupe Société Générale and any reference to the Bank in the Contract will be understood as including any of its territorial units (mobile office, outlet, sales office, agency or branch).

“**BRD@ffice**” means a remote banking service under the form of an electronic payment means, which helps making current banking operations through the Internet distribution channel (hereinafter called BRD@ffice or the Internet Application).

BRD@ffice Mobile is an app that is installed from the Android and iOS dedicated stores. BRD@ffice Mobile can be activated and used only by the BRD@ffice users, who can use it for viewing the financial status of the accounts subscribed at this service or for signing the payments that were previously initiated from the MultiX/BRD@ffice apps or through the API.

BRD@ffice Mobile is a mobile app, included in the BRD@ffice service and it’s offered free of charge for installation and usage to all the service users that want to use it.

BRD@ffice Mobile is a feature of the BRD@ffice service, being an feature of it offered to all the BRD@ffice users for whom the present clauses and conditions referring to the BRD@ffice services will be applied.

„**API**”: the unique dedicated interface through which the Bank communicates with the third party providers (TPP) and responds information requests and payment initiation sent by the TPP needed for the account information and payment initiation services that the TPP is supplying for the Subscriber, previously authorised by the Subscriber, based on his specific request.

„**AISP** (Account Information Service Provider)”: a payment services supplier that offers account information services.

„**PISP** (Payment Initiation Service Provider)”: a payment services supplier that offers payment initiation services.

„**TPP** (Third Party Provider)”: a third party payment services provider that can be either AISP or PISP.

“**Contract**” is formed from the following: General Conditions for subscribing to the BRD@ffice service, the BRD@ffice Subscription Application along with Annex/ Appendixes, which holds details about the accounts concerned by the subscription to BRD@ffice, the General Banking Conditions for legal entities and certified freelancers/authorised professionals, the User’s Manual, Cut off times and the

List of rates and commissions in lei and foreign currency for legal persons/ certified freelancers. The contractual documents mentioned here-above represent the agreement between the Subscriber and the Bank regarding the provision of the BRD@ffice service by the latter. They annul/ replace all the verbal or written agreements or correspondence prior to the signing hereof, in relation with the BRD@ffice service.

“**Support Account**” represents the current account specified by the Subscriber, which the Bank debits with the monthly utilization fee. The types of bank accounts that can be defined as Support Accounts are established by the Bank and communicated to the Subscriber at the time of subscription to the service.

“**PIN**” is a numerical password that the Authorized User must enter to have access to the dynamic password generating module of the Token device.

The PIN code can also be used to dynamically generate password with M-Token app, when the fingerprint recognition is not used.

“**The Token**” is a secured device provided by the Bank at the time of signing hereof, for the purpose of using the BRD@ffice service. The Token is a portable device that calculates passwords in a dynamic manner, based on the cryptographic algorithm 3-DES, and which are valid for a limited period. For security reasons, the Token device is, in its turn, accessible by means of a PIN.

“**M-Token**” is an authentication software (software token) used to login and sign transactions in BRD@ffice / BRD@ffice Mobile.

M-Token can be used as an alternative to the Token device and it can be installed on one or many (maximum 8) Android/iOS mobile devices (mobile phone/ tablet), no matter the mobile operator/ internet service supplier or the type of the SIM card (prepaid or subscription).

M-Token can be installed from the dedicated iOS/ Android stores. To generate the needed passwords for login/ signature in BRD@ffice / BRD@ffice Mobile, M-Token can be accessed by fingerprint recognition or by entering the PIN code.

Authorised users can modify their authentication methods, from Token to M-Token, with the payment of the corresponding commission for the authentication software, according to the List of rates and commissions in RON and foreign currency for legal persons/ certified freelancers.

Each authorised users must use a Token device/M-Token software to access the BRD@ffice / BRD@ffice Mobile service and to sign the payment orders.

“**Encryption password**” means the password for opening the file that contains the Contract Administrator’s password. This password is set by the client; it has 8 characters and may contain letters - capitals and figures. It will be filled in the Subscription Application.

“**Customized Security Elements**” represent the identification elements, necessary for the use of the BRD@ffice service and implicitly to the BRD@ffice Mobile app, which is included in the BRD@ffice service. These are:

- User code, which is the personal identification code provided by the Bank, which the Authorized User will use to access the BRD@ffice service;

- The password generated by the Token device/ M-Token.

The ways to connect and sign are correspondent of the used token type and are described in the BRD@ffice/BRD@ffice Mobile user manuals.

The security elements of a user (the user code and Token/M-Token) are the same for BRD@ffice and BRD@ffice Mobile.

“**Legal representative of the Subscriber**”: the person designated in the Subscriber’s constitutive documents or other documents thereof to act in the name and on behalf of the Subscriber, to represent the latter in the relationship with third

parties (the Bank included). In case of changing the legal representative or in case of mandate limitation, the necessary modifications at the BRD@ffice service level will be made in accordance with the documents submitted at the Bank. These changes will be outlined in an addendum hereto.

The Subscriber's Legal Representative will determine:

- a. The accounts with which the Subscriber will subscribe to the BRD@ffice service;
- b. The support account from which the monthly utilization fee for the BRD@ffice service will be paid;
- c. The Contract Administrator, the access rights and authorizations granted to the Administrator, if applicable;
- d. The Authorized Users, their access rights and authorizations to sign transactions.

**"HelpDesk Service"**: the support service dedicated to the subscribers that use the remote banking service BRD@ffice.

The contact data and the Helpdesk Service working schedule are available at [www.brdooffice.ro](http://www.brdooffice.ro)

**„Authorized Users"** represent all the designated users that may have a certain level of access to the service functionalities and a certain power to sign. All these are filled in for each Authorized User in the BRD@ffice Subscription Application and in the related Annex 1. Moreover, each Authorized User has individual names (BRD@ffice user name) to access the application, provided by the Bank. The power to sign, attributed to an Authorized User, can be different for the accounts defined by the Contract Administrator in the Subscription Application and its user appendix. If an Authorized User requests to perform an operation that was not indicated in their profile, the operation will not be processed by the Bank.

The Authorized User will no longer have access to the service functionalities in case of cancellation of the authorizations given to such user. Any cancellation of the powers given to an Authorized User will be processed by filling in the BRD@ffice subscription form and the related annex and must be communicated as soon as possible to the Bank by the Subscriber's Representative/ Contract Administrator, so that the Bank may operate the necessary modifications in the next Business Day, following the date when the subscription request was delivered by Subscriber's Representative/ Contract Administrator.

Account access rights and signing transactions rights that were granted to each user through the Appendix to the BRD@ffice Subscription Terms will be also applied in the BRD@ffice Mobile app and for the API.

**"Business Day"**: a banking day (except for Saturdays and Sundays and the other legal holidays) when the Bank carries out specific activities and is open to the public.

**„Transfond"** - Funds Transfer and Settlement Company, the administrator and the operator of the Automated Clearing House for interbank commercial payments - specialized IT infrastructure called SENT.

**"Instant Credit Transfer or Instant Payment"** represents a credit transfer transaction between accounts opened with payment service providers that have joined the SENT Credit Transfer Scheme Instant Payment Component Lei (CPI Lei) operated by Transfond, payment which meets the conditions detailed in Article 7.5. and is instantly processed. Transfond ensures the settlement of small-value domestic interbank payments in Lei (under 50,000 Lei) in Romania between SENT participants, including payments executed through the SENT Credit Transfer Scheme Instant Payment Component Lei (CPI Lei) between SENT participants. The execution of an instant payment under the SENT Credit Transfer Scheme Instant Payment Component Lei (CPI Lei) requires that the transfer of the payment amount from the payer's bank account to the beneficiary's bank account is completed in a few seconds. The updated list of participants in this credit transfer scheme is available on Transfond's website at:

<https://www.transfond.ro/servicii/casa-de-compensare-automata-sent> ("List of banks offering Instant Payments").

**"Phishing messages"** - messages that seem to be transmitted by the Bank, which have the purpose of asking the recipient to disclose confidential data of access to the remote banking service or other client identification information or any product held by the client. In fact, these kinds of messages are not transmitted by the Bank and the people that transmit it are trying to obtain your login credentials in an illicit manner.

**"Secured mail"** means a safe communication channel between the Subscriber and the Bank used for the exchange of messages for information, request/ support, complaints/ recommendations, etc.

## **Article 2 - Object of the Contract**

2.1. The object of the Contract is the provision by the Bank of the BRD@ffice service, at the Subscriber's request, for the purpose of performing banking operations.

2.2. BRD@ffice provides access to the following functionalities:

2.2.1. Consultative functionalities:

- Consulting information regarding the balance of the accounts and details of the operations in the accounts;
- Receiving and transmitting messages from and to the Bank;
- Consulting information regarding the commercial offer of the Bank, the list of Bank agencies, commercial messages.

2.2.2. Transactional functionalities:

- Making transfers in lei within the bank and to other banks (including Instant Credit Transfer);
- Making transfers in foreign currency on the territory of Romania and abroad;
- Making term deposits with a standard or negotiated interest rate;
- Liquidation de deposit by transmitting a request to the Bank through the application;
- Foreign exchange operations: buying/ selling foreign currency against lei, and cross operations (FCY / FCY) at the standard or negotiated rate.

2.3 BRD@ffice Mobile offers the possibility of viewing the status regarding the account balances, the details of the transactions and also the possibility of signing transactions that were initiated through BRD@ffice/MultiX or API, through a TPP. Transactions cannot be initiated through BRD@ffice Mobile.

2.4. The list of functionalities made available to the Subscriber at the time hereof can be completed by the Bank. These functionalities may be used by the Subscriber without need to sign an addendum hereto. Should the Subscriber consider that the new functionalities run counter to their interests, they may terminate the Contract, according to the provisions hereof.

## **Article 3 - Access to BRD@ffice and security conditions**

3.1. The Bank reserves the right to:

- Not consider a BRD@ffice subscription application, if the conditions for subscribing to this service, as required by the Bank and communicated to the Subscriber upon their going to the Bank, prior to signing the Contract, are not met.
- Restrict the access to one or all the operations that involve debiting an account and, implicitly, crediting another, if the accounts with which the Subscriber joined BRD@ffice no longer meet the preliminary conditions or if the Subscriber does not hold enough available funds to cover the monthly fee for the use of the service.
- Refuse to enable a person as Authorized User to perform various operations through BRD@ffice.
- Analyse/ postpone/ refuse operations ordered by the Subscriber through BRD@ffice if such operations are deemed suspicious or cannot be justified.

3.2. Access to the BRD@ffice service is made through the Internet (on the site [www.brdoffice.ro](http://www.brdoffice.ro)) and requires the use of:

- A personal computer connected to the Internet and equipped with an operating system;
- Software to access the Internet network, compatible with the security requirements of the Bank;
- The Trusteer Rapport security solution, which is offered free of charge by BRD to all the BRD@ffice's users and can be downloaded by accessing the dedicated link on [www.brdoffice.ro](http://www.brdoffice.ro) website.

3.3. The access to the BRD@ffice Mobile and M-Token apps is made through a mobile device (telephone/ tablet) Android or IOS, after downloading and installing these apps by applying the conditions described in the User Manual.

Using the M-Token authentication software can be made only after the client is granting access to: photo camera, phone (reading the status and identity), diagnostic information, digital fingerprints, vibration, connexions and so on, while for accessing BRD@ffice Mobile it is necessary to grant permissions to: location (based on the network and GPS) and connections (access to the network and viewing network connections).

BRD@ffice Mobile and M-Token apps cannot be installed on devices having "root" or "jailbreak" changes.

3.4. It is the Subscriber's responsibility to acquire, through his own means, the computer/ Android or iOS devices/ software and to ensure their safe connection to the Internet network. The Bank has no obligation to provide hardware or software services to the Subscriber.

3.5. The Authorized User accesses the secured BRD@ffice area through a system of Customized Security Elements.

3.6. The manner of connecting and signing payment orders in BRD@ffice is described in the User's Manual, available in the [www.brdoffice.ro](http://www.brdoffice.ro) site for the Internet App and in BRD@ffice Mobile for the Android/ iOS app.

3.7. The daily time interval within the BRD@ffice maintenance occurs is between 01:15 - 03:15 AM, except that this interval is dynamic and subject to change. In case of interruption in the operation of the BRD@ffice service, for any reason outside the time interval mentioned above, the Subscriber can contact the Bank in order to perform their operations. Therefore, the Bank is not liable for the consequences of such interruption of the service if the Subscriber does not contact the Bank in order to perform their operations.

3.8. It is mandatory that the Contract Administrator ask the persons designated as Authorized Users of the BRD@ffice service to change the Customized Security Elements when first accessing the Token device.

3.9. It is the Subscriber's responsibility to:

- Make sure the Customized Security Elements are kept in full safety (including in case of phishing). The Subscriber is fully responsible for keeping and using such security elements, and for the consequences of their disclosure or use by third parties;
- Inform the Bank as soon as possible about any potential suspicions/ disclosures/ uses of the Customized Security Elements to/by unauthorized third parties, about the theft/loss of the Token device or of the Android/iOS device on which the M-Token authentication software is installed, any potential unrecognized transactions, by requesting the HelpDesk service (available non-stop for these actions) to temporarily block the access to BRD@ffice and consequently to the BRD@ffice Mobile application. Install on the computer from which BRD@ffice is accessed software that would reduce the risk of disclosing the Customized Security Elements (antivirus, antispyware, anti-spam, anti-root kit, etc.) and the Trusteer Rapport security solution, which is offered free of charge by BRD to all the BRD@ffice's users and can be downloaded by accessing the dedicated link on [www.brdoffice.ro](http://www.brdoffice.ro) website. In

addition, it is the Subscriber's obligation to make sure that the previously mentioned software has a web component and is permanently updated.

- Check upon each connection the validity of the server certificate according to the detailed instructions on the BRD@ffice website.
- Announce the Bank within no more than 15 days from the delivery of the Token on any malfunction of the device. If the Subscriber informs the Bank of the malfunction before this deadline, the Bank will replace the Token, unless the malfunction was caused by the inappropriate use or keeping of the Token by the Subscriber. After the 15 days indicated above, the Bank is no longer liable for any latent defect of the Token and does not guarantee the proper functioning thereof, the Subscriber having the obligation to purchase a new Token or the M-Token authentication software.

3.10. The use of the Customized Security Elements that belong to the Subscriber represents the latter's irrevocable consent for the processing of the transmitted operations, and their consequences cannot be imputed to the Bank.

3.11. The Bank informs the subscribers (by the available means of communication: the Bank personnel, the service dedicated website, the secured mailbox within the Internet application) that it does not request, under any circumstance, confidential information through web error messages or phishing messages sent by e-mail or telephone.

3.12. The Bank shall not be liable for any damage incurred by the Subscriber following the attempted theft of personal data or of internet frauds that may consist in:

- Sending e-mails to e-mail users, asking for their personal identification data or for the data used to log in to BRD@ffice and to sign transactions in this channel;
- The Subscribers receiving error messages when trying to log in to the BRD@ffice service, which only seem to be sent by the Bank and by which the Subscribers are asked to enter access codes or sign for transactions for which the information was not input by the Authorized User. The Bank does not display error messages by which to ask for BRD@ffice login or transaction signing information.

The subscribers who receive such messages must contact the Bank as soon as possible by using the dedicated phone numbers. Any atypical manifestation of the Internet application access page and any other change comparing with the standard [www.brdoffice.ro](http://www.brdoffice.ro) standard access page must determine the Client to interrupt any usage of the Internet application and to immediately notify the Bank.

3.13. Where risks are found regarding the security of the computer system of the Bank or of the BRD@ffice service, or in case of breach of the provisions hereof by the Subscriber, the Bank may suspend/terminate the Contract at its own initiative.

3.14. In case of necessity, the Subscriber can also ask the Bank to suspend/ terminate the Contract by going to the Bank or by sending a registered mail.

3.15. As a security measure, the connection to BRD@ffice for an Authorized User defined herein is interrupted in case it is not used for 5 minutes.

The Bank will automatically block the access of the BRD@ffice service Authorized User if three consecutive wrong passwords/user codes are entered into the internet site or in the BRD@ffice Mobile app, during the process of authentication for connection.

3.16. If an Authorized User forgets a customized security element or the Token device is blocked, the Subscriber will call the HelpDesk Service to unblock it, by following the standard procedure of the Bank.

3.17. In case of loss/ theft of the Token device or of the Android/ iOS device on which the M-Token authentication software is

installed, the Subscriber will call the HelpDesk service as soon as possible to announce the loss. Re-entering in the possession of a new Token device or of the M-Token authentication software will be made by using the means offered by the bank in this scope and paying for the proper commission from the List of rates and commissions in RON and foreign currency for legal entities and certified freelancers/authorised professionals.

#### **Article 4 - Accounts usable through BRD@ffice**

4.1. The types of accounts accessible through BRD@ffice may be modified in time by the Bank, and the Subscriber may subscribe with the new accounts, through the modalities set by the Bank and presented to the Subscriber at the time of signing of the Contract.

4.2. The list of accounts usable through BRD@ffice will be communicated to the Subscriber when going to the Bank in order to subscribe to BRD@ffice.

4.3. The accounts, except for the beneficiaries' accounts, belong either to the Subscriber, or to companies in the Subscriber's group, which duly authorized the Subscriber to perform consulting operations and/or to issue payment orders through this service.

4.4. The Subscriber guarantees to the Bank the existence and legality of these authorizations. As the accounts to be consulted have been opened with the Bank, the latter will check the Subscriber's authorization based on the documents held by the Bank and/or the Bank units, and it may ask the Subscriber to provide all the additional vouchers it deems necessary.

4.5. The payment orders issued from the accounts opened with the Bank will be executed only if the regulatory mandates or the supporting documents associated with the transactions exist or have been submitted to the Bank.

4.6. The accounts concerned by BRD@ffice shall:

- Be valid;
- Not be blocked (attachment, seizure for security, pledge, etc.);
- Not be subject to banking interdiction (not be registered with the Payment Incidents Register);
- Not be subject to a court interdiction.

#### **Article 5 - Management of the accounts usable through BRD@ffice**

5.1. In order to subscribe to BRD@ffice, the Subscriber must indicate at least an active current account in lei opened with the Bank, usable through BRD@ffice.

5.2. The Subscriber is free to add/ delete accounts in the list of accounts usable through BRD@ffice, by filling in the specific forms made available by the Bank.

5.3. The Subscriber may modify the Support Account of the Contract.

5.4. In case of deletion of the Support Account from the list of accounts accessible through BRD@ffice, the Subscriber must define a new Support Account. If the Subscriber has no more accounts that could be used as Support Account under the Contract, such Contract will be terminated without prior notice.

5.5. The exclusion of an account from the list of accounts usable through BRD@ffice will have no consequence on the existence of the said account.

5.6 The accounts that are available to the BRD@ffice users will also be available in BRD@ffice Mobile for the users that installed and initiated this app.

#### **Article 6 - Specific conditions to consulting the accounts**

6.1. The information regarding the accounts with which the Subscriber subscribed to BRD@ffice and the transactions performed therein can be consulted by the Subscriber on [www.brdoffice.ro](http://www.brdoffice.ro).

6.2. The information regarding the accounts and the operations made therein, communicated to the Subscriber through the

BRD@ffice service, correspond to the book entries made by the Bank when providing the information. Should it be found that already initiated and processed operations have not been entered in the books or that they have been wrongly entered, the necessary corrections or entries will be made afterwards. The evidence between the parties of the entries and of the entered operations is the statement of account available in the BRD@ffice site at the end of the day. The statements of account on paper bearing the signature of the account administrator and the stamp of the Bank can also be handed to the Subscriber as written evidence between the parties.

6.3. The information regarding the status of the accounts is updated on the following business days at a time interval set by the Bank and communicated to the Subscriber at the time of signing of the Contract. Consequently, the balances and details of the operations displayed on the website [www.brdoffice.ro](http://www.brdoffice.ro) or in the BRD@ffice Mobile app represent information available at the time of the last update.

6.4. The information about the Subscriber's accounts and operations is available on the [www.brdoffice.ro](http://www.brdoffice.ro) website or through the BRD@ffice Mobile app for a period set by the Bank and which will be communicated to the Subscriber when signing the Contract. This period may be amended afterwards, with a prior notice to the Subscriber.

#### **Article 7 - Conditions Specific to transactional functionalities**

7.1. The accounts with which the Subscriber subscribed to BRD@ffice may be subject to transactional functionalities between accounts opened with the Bank, as well as between accounts opened with different banks, on the Romanian territory or abroad if:

- Their banking specificity allows it;
- The Bank authorizes the transactional functionalities at the subscription time;
- The Bank has not forbidden the transactional functionalities during the period of this Contract;
- The Subscriber has not notified the suspension of the access to the transactional functionalities during the Contract period.

7.2. Transfers may be made only from accounts opened with the Bank and that are indicated in the list of issuing accounts with which the Subscriber joined BRD@ffice. The interbanking transfers can be initiated only in the currency of the debited account. The rules for processing and making the transfers will be communicated to the Subscriber when signing the Contract with the Bank units. The Subscriber shall periodically enquire on such rules, as the transfers issued through BRD@ffice that do not comply will not be processed by the Bank.

7.3. Before ordering a transfer, the Subscriber will make sure the account to be debited holds sufficient funds. In case of insufficient funds in the Subscriber's account, the Bank reserves the right to not operate the transfer and to maintain the operation in waiting until the account balance allows the transaction processing. In case the account status is not appropriate until the end of the respective day, the transfer will be rejected and the operation will not be resumed for processing. The Bank is exempt from liability for any prejudice caused to the Subscriber or to third parties involved.

7.4. The transfers made through BRD@ffice will be executed according to the execution deadlines/ Cut off times applicable to the respective category of payments (deadlines established by the Bank in the document "Cut off times for processing credit transfer (payment) and debit instrument operations" available on the website [www.brd.ro](http://www.brd.ro), respectively in the document "Cut off times" which can be found in BRD@ffice's menu at [www.brdoffice.ro](http://www.brdoffice.ro). As an exception, the Instant Credit Transfers will be executed by the Bank instantly (i.e. immediately after the receipt of the payment order, the amount related to the payment operation being

transferred by the Bank to the account of the beneficiary's payment service provider in a few seconds) under the conditions provided for in the SENT Credit Transfer Scheme Instant Payments Component Lei (CPI Lei), regardless of the day and time of the receipt of the payment order, provided that the conditions mentioned in Art. 7.5 are cumulatively met.

In certain conditions, it is possible that the transfer processing timetable is not complied with because of reasons which are not imputable to the Bank. In such cases, the Bank will inform the clients as soon as possible, through the messages displayed in the dedicated site or through the secured mailbox.

7.5. The Instant Payment Transfers made through BRD@ffice must meet the following specific conditions:

- a) can be initiated using BRD@ffice service, only towards accounts opened at financial institutions in Romania that have joined the SENT CPI Credit Transfer Scheme in Lei;
- b) exclusively interbank credit transfer operations (between accounts opened with different payment service providers);
- c) can only be carried out in local currency: Lei;
- d) small value payments: the maximum amount allowed is of 49.999,99 Lei/ transaction;
- e) individually signed payment orders;
- f) processed in real time, 24/7, through the SENT Credit Transfer Scheme Instant Payments Component Lei (CPI Lei), in a secured environment, the beneficiary of the amount having immediate access to the received funds.

For the avoidance of doubt, an operation that meets the conditions mentioned above in letters a), b), c), d) and e) of this Article 7.5., cumulatively, will be automatically processed by the Bank as an Instant Credit Transfer operation, without the need for an additional manifestation of will by the Subscriber, a notification from the Bank or any other formality.

To the extent that, for technical or other reasons (e.g. temporary unavailability of the SENT Credit Transfer Scheme Instant Payments Component Lei (CPI Lei) or of a participant in the mentioned scheme etc.), the Instant Credit Transfer operation cannot be executed instantly, the payment order shall be deemed to have been received by the Bank according to the hourly limits applicable to small value domestic payments in Lei, and the payment operation by credit transfer shall be executed within the maximum execution times applicable to the respective category of payments as mentioned in the document "Time limits for processing credit transfer operations (payments) and debit instruments" available on the [www.brd.ro](http://www.brd.ro), respectively in the document "Time limits/ Cut off times" which can be found in the menu dedicated to the BRD@ffice application at [www.brdoffice.ro](http://www.brdoffice.ro).

7.6. Transfers can be made within a ceiling set per operation and per day. These ceilings are set by the Bank and can be modified with prior notice to the Subscriber, in compliance with the provisions hereof.

7.7. The maximum ceilings established by the Bank can be modified in accordance with the Subscriber's request, by filling in the subscription form and the related Appendix/ Appendixes.

7.8. Payment orders may be entered directly on the web pages of the site [www.brdoffice.ro](http://www.brdoffice.ro) or they may be uploaded/ imported from files with payments orders. Imported/ uploaded payment order files shall respect the format set by the Bank, available in any Bank unit and on [www.brdoffice.ro](http://www.brdoffice.ro).

7.9. External payments ordered by the Subscriber may be performed by the Bank based on the data transmitted through BRD@ffice. External payment orders shall include all the information necessary to make the external transfer, according to the form Payment order in foreign currency.

7.10. For signing the transfers, the Subscriber can define various Authorized Users, with different signature powers, according to the BRD@ffice Subscription Application and the related

Appendix/Appendixes. The checks made by BRD@ffice will rely on these user profiles provided by the Subscriber to the Bank.

7.11. It is the Subscriber's responsibility, through the Legal Representative, to define the user profiles, therefore they have the task of properly setting the access levels and the signature powers they give to the Authorized Users.

7.12. If the Subscriber wishes to change the access level or the signature power of an Authorized User, they will inform the Bank on such changes in due time, by filling in the Subscription form and the related annex. Such changes must be sent to the Bank by the Subscriber's Representative/ Contract Administrator in the shortest time possible, in order to be processed in the next Business Day after the day when the request was received.

Until the Bank receives such modifications from the Subscriber, the Bank is entitled to consider the information and identification data in its possession as valid. The Bank is in no way liable for any prejudice caused by the Subscriber's failure to communicate in due time and in safety conditions the modifications / additions occurred, or if the Subscriber communicated them to the Bank without the supporting documents.

7.13. The Subscriber is responsible for all the consequences that arise from a transmission or handling error that they made.

7.14. The Bank is exempt from liability for any loss or prejudice caused to the Subscriber, to the beneficiary of the payment or to any third party involved following the Bank's failure to make the transfers if the transfers ordered by the Subscriber through BRD@ffice do not comply with the provisions hereof, and the Bank shall not pay any damages to such parties or any third parties.

7.15. The Bank is not liable for the contents of the payment orders (e.g. details of the operations, bank of the beneficiary, etc.); the Bank will receive and transmit the payment orders as filled in by the Subscriber. The Bank is not entitled to change the payment orders signed and transmitted by the Subscriber to the Bank, or to cancel the initiated transaction at the subscriber's request, according to this Contract.

The Bank sets a standard limit of 200.000 RON for the total amount of the daily transactions. If the users request a different limit for the daily transactions, or the possibility to make transactions without establishing a ceiling, the Bank will process the transactions ordered by the users but its liability will be limited to the standard ceiling of 200.000 RON/day. In such circumstances, the responsibility for the eventual losses belonging to the transactions made exceeding the standard ceiling will belong to the users.

7.16. The Bank reserves the right to automatically refuse any operations initiated through BRD@ffice if these are considered to be suspicious and it is impossible to obtain the telephonic confirmation from the user in order to manually validate or refuse the transaction.

Also, the Bank has the right to block the customer's access to the BRD@ffice service when it has justified suspicions that the identification/access elements are used by unauthorised persons in a fraudulent manner or if there are suspicions of usage of phishing messages.

7.17. The subscriber is required to check and announce the Bank of any transaction in its accounts that is considered unjustified, including errors/ omissions in the transactions that are displayed in the BRD@ffice, in the shortest time upon identification, but not later than 60 (sixty) days from the date of displaying the transactions in BRD@ffice.

Any notification after the 60 (ten) days will no longer be taken into consideration.

7.18. If the Subscriber denies the authorisation of a certain executed operation or he claims that the payment order has not been correctly executed, he has to prove that the payment order was not signed or correctly registered. Using BRD@ffice Web/

BRD@ffice Mobile by introducing the customised security elements represents a sufficient evidence of the fact the operation has been authorized by the Subscriber.

7.19. If the subscriber denies the fact that he authorized a processed payment order or claims that the payment order has not been correctly executed, he will allow the Bank representatives to copy the hard disk of the station used for accessing the application, with the purpose of clarifying the circumstances in which the seized incidents were produced.

7.20. Introducing the personal security information in a different screen from the standard one of the BRD@ffice Web/ BRD@ffice Mobile, represents serious negligence of the Subscriber. The subscriber is responsible for any loss resulting from its negligence.

### **Article 8 - Information communicated through BRD@ffice and banking operations**

8.1. The information communicated through BRD@ffice and the operations transmitted by the Subscriber will comply with the provisions hereof.

8.2. The statements of account printed by the Bank and the records of the systems used to receive the Subscriber's instructions or their reproductions on soft or hard copy will continue to make the incontestable proof of receipt of the mentioned instructions, the justification that the related operations have been performed and that the corresponding fees have been charged. In case of litigation, no other document printed by the Subscriber will be considered as proof.

8.3. The general, economic and financial data provided through BRD@ffice are for information purposes only.

### **Article 9 - Other responsibilities**

9.1. The Bank undertakes to implement the means for receiving and/or issuing computer data.

9.2. The Bank is not responsible for the transportation of information. The Bank does not intervene in litigations occurring between the Subscriber and the Internet Provider.

9.3. The Bank is not liable if the Subscriber's computer system has been accessed by unauthorized third parties or if the Subscriber reveals the service access elements in response to the error messages only apparently displayed by the Bank or to the phishing messages received by the Subscribers.

9.4. The Bank or the Subscriber are not liable for the failure to meet their contractual obligations because of a force majeure event.

9.5 The Bank is not liable for the lost profit or for the material or moral damages suffered by the Client.

### **Article 10 - Force majeure**

10.1. The force majeure event is any unpredictable and inevitable event, independent from the will of either party, which absolutely prevents the party from totally or partially meeting its contractual obligations (e.g. natural calamities, war, etc.).

10.2. In case of force majeure, the Subscriber, as affected party, will communicate the occurrence of the force majeure event by telephone or fax or registered letter with acknowledgement of receipt, within no more than 5 calendar days, and in the next 15 calendar days the Subscriber will produce, by registered letter or by going to the Bank, the force majeure certificate issued by the relevant authorities.

10.3. In case of force majeure, the Bank will communicate such event in the manner it deems fit (display in the Bank units and/or on the official website of the Bank, without limitation).

### **Article 11 - Pricing**

11.1. The service is provided based on a utilization fee payable on a monthly basis, on the last day of the month, at the initiative of

the Bank, by debiting the Support Account indicated by the Subscriber with the equivalent value in lei, calculated at the NBR rate of exchange on the date of payment.

11.2. For transactional and advisory operations (if any) carried out by the Subscriber using BRD@ffice, separate rates and fees will apply, in accordance with the List of rates and fees in Lei and currency for legal entities/ authorized individuals and liberal professions, documents available in BRD branches, respectively on the [www.brd.ro](http://www.brd.ro) website, section "Rates and fees" (<https://www.brd.ro/tarife-si-comisioane>).

11.3. The monthly utilization fee and the fees for the banking operations performed through BRD@ffice are published in the List of rates and fees in lei and foreign currency for legal entities/ certified freelancers. The Bank reserves the right to subsequently alter the rates and fees for the use of this service, such update being made known to the Subscriber by display in the Bank units. The Subscriber has the obligation to periodically enquire on the rates and fees applied by the Bank.

11.4. The Bank reserves the right to deduct the amounts owed by the Subscriber hereunder from the Support Account, as well as from other accounts held by the Subscriber with the Bank.

11.5. The operations made in the accounts with which the Subscriber subscribed to BRD@ffice, and the related banking fees are evidenced in the Subscriber's statements of account, available on [www.brdoffice.ro](http://www.brdoffice.ro).

11.6. At the specific request of the Subscriber, the Bank will provide on the same day on which the Subscriber submitted the request to the Bank, a detailed list of the operations performed in the current accounts. This request of the Subscriber will be charged according to the List of rates and fees in lei and foreign currency for legal entities/ certified freelancers.

11.7. For the use of BRD@ffice, the Bank makes available the connection/signature (the Token or the M-Token software) devices for which a fee is charged according to the List of rates and fees in lei and foreign currency for legal entities/ certified freelancers.

11.8. The Subscriber will bear the cost of the Internet communication, which will be invoiced directly by the Internet provider.

### **Article 12 - Confidentiality of the Information**

12.1. The Bank respects the professional secrecy. The Bank personnel have the legal obligation of not revealing confidential information of which they are aware. Professional secrecy cannot be enforced against persons, authorities and bodies accredited by law.

12.2. As of the time of subscription to BRD@ffice, the Subscriber authorizes the Bank to communicate any information regarding the Subscriber (personal information, data about the Subscriber's accounts and transactions) to external partners in order to make operations in connection with BRD@ffice, in compliance with the legal provisions on personal data protection.

12.3. The received personal information about the Authorized Users and the Administrator will be processed by the Bank according to the provisions of the applicable regulation for the protection of persons regarding the processing of personal data and the free circulation of such data, especially the provisions of the 2016/679 Regulation regarding the natural persons protection regarding the processing of personal data and on the free movement of such data. The Subscriber's representative became aware of the "Information Note On The Processing Of Personal Data" document, the available version at the date of signing this Contract, through which the customer have been informed regarding the way of processing the personal data in the context in which BRD is undertaking its activity, as well as the rights that are provided by law to the data subjects. This document is a part of General Banking Conditions for legal entities and certified

freelancers/authorised professionals and it is available for free in any BRD branch or on the bank's website at <https://www.brd.ro/en/processing-personal-data>.

### **Article 13 - Proof of instructions sent through BRD@ffice, retention period and deadline for submitting complaints**

13.1. The incontestable proof for the Bank that it received the instructions from the Subscriber, the justification that it made the corresponding operations and that it charged the related fees is represented by the records of the systems used to receive the Subscriber's instructions or their reproductions on soft or hard copy, the statements of account printed by the Bank. The retention period of such instructions on the Bank servers is 10 years as of the end date of the year during which such instructions were given, according to the legislation in force.

13.2. The deadline for submitting to a Bank unit a complaint about the operations made through BRD@ffice is 10 calendar days as of the date of issue of the statement of account evidencing the said operation. The Bank will solve the Subscriber's complaint within 15 calendar days as of the date it was submitted to the Bank unit.

### **Article 14 - Contract duration, suspension and termination**

14.1. This Contract takes effect on the date it is signed by both parties (date of approval of the Contract by the Bank) and it is concluded for an undetermined period.

14.2. The Bank may denounce the Contract unilaterally, with a prior notice of 30 calendar days, sent through registered letter with acknowledgement of receipt, indicating the reason for such denunciation.

14.3. In case of deletion of the Support Account of the Contract from the list of accounts accessible through BRD@ffice, and if there is no other account that could be chosen as Support Account or if it no longer corresponds to the provisions hereof, the Bank will terminate the Contract without prior notice.

14.4. The Bank reserves the right to suspend access to the transactional functionalities in case of breach of the conditions specified under Article 7 herein until such provisions are complied with.

14.5. The Bank reserves the right to suspend access to the BRD@ffice service if the Subscriber does not pay the monthly utilization fee within 5 days from the date when the utilization fee was due. If the Subscriber does not pay for the monthly fee within 15 calendar days following due date, the Bank has the right to terminate the present Contract immediately without any notification and without other additional formality.

14.6. The Subscriber may at any time denounce the Contract by going to the Bank or by sending a registered letter. The unilateral termination will operate *ipso jure* starting with the next day after the Subscriber went to the Bank or with the next Business Day after the date of receipt of the letter. In case of unilateral termination, the parties will take all useful measures to find a solution for the operations in progress.

### **Article 15 - Amendment of the Contract**

15.1. Given the possible evolutions of the contractual conditions, as well as of the functionalities provided through the BRD@ffice service, the Bank can, at its discretion, adapt or amend at any time the content hereof. Any amendment of the Contract is communicated to the Subscriber in the Bank units through statement of account / display in the Bank units / on the website of the Bank, and comes into force on the date mentioned in the displayed document, but in any case, not earlier than the completion of a 30 (thirty) calendar days term from the date on which they were notified and/or made available to the Subscriber according to this article. Other information means are the secured mailbox and the dedicated service website, [www.brdoffice.ro](http://www.brdoffice.ro).

15.2. The Subscriber has the possibility to notify the Bank on their refusal of the new conditions, which equals the denunciation of the Contract, through letter with acknowledgement of receipt or at the Bank unit with which they opened the account, before the date of coming into force of the mentioned modifications. The Subscriber's failure to send such a notice by the date of coming into force represents the Subscriber's tacit acceptance of the new Contract.

### **Article 16 - Intellectual Property**

16.1. Both the content of the site [www.brdoffice.ro](http://www.brdoffice.ro) (information, images, etc.) BRD@ffice Mobile, M-Token and their related software represent intellectual property of the bank and are protected accordingly. Besides the provisions hereof regarding the access to, and operation of the service, the exploitation thereof (such as reproduction, adaptation, representation) is not authorized without the prior consent of the Bank and it will be sanctioned according to the legal provisions in force. The Subscriber is liable for any fault of their employees or subordinates, stipulated herein.

### **Article 17 - Information of the Subscriber by the Bank**

17.1. Any amendment hereof, any information regarding the BRD@ffice service and any additional data necessary for the use of this service will be notified to the Subscriber by the Bank by display in its agencies, and the Subscriber has the obligation to periodically consult such updates.

The communications between the parties regarding the amendment / update of the clauses hereof may be made through the secured mailbox of the application or through the dedicated BRD@ffice website, [www.brdoffice.ro](http://www.brdoffice.ro).

17.2. The Bank will notify the Subscriber about the official changes of the [www.brdoffice.ro](http://www.brdoffice.ro) webpage and BRD@ffice Mobile standard screen by sending a notification from the Bank, the Subscriber has the obligation to top using the BRD@ffice/BRD@ffice Mobile and to immediately notify the Bank in case of identifying differences on the official page of [www.brdoffice.ro](http://www.brdoffice.ro) on their own PC/ standard application access screen of BRD@ffice Mobile. Any difference is a sufficient clue that the station/ Android/ IOS device used for accessing the application has been infected with viruses.

17.3. Communications between parties regarding the modifications/ updates of the present contract can be made through the secured mail available through the website dedicated to BRD@ffice, [www.brdoffice.ro](http://www.brdoffice.ro) and through the BRD@ffice Mobile application.

### **Article 18 - Final provisions**

18.1. The Subscriber declares that at the time of signing of this Contract they were provided with all the information mentioned herein, they agree with it and undertake to respect it.

18.2. In case of modification of the persons designated as Authorized Users of BRD@ffice service (or of other data included herein), the Subscriber has the obligation to inform the Bank in this respect. An addendum to the BRD@ffice Contract and its Appendix/Appendixes will be drafted and signed to this effect. The addendum (including the service-related forms, duly amended) will be signed by the Subscriber in front of the Bank's representative, who will be provided with all the documents attesting the modification of the data in the form.

These changes must be communicated to the Bank in the shortest possible time by the Subscriber's Representative/ Contract Administrator, in order to be processed in the next Business Day, after the request was received.

Until the Bank receives such modifications from the Subscriber, the Bank is entitled to consider the information and identification

data in its possession as valid. The Bank is in no way liable for any prejudice caused by the Subscriber's failure to communicate in due time and in safety conditions the modifications / additions occurred, or if the Subscriber communicated them to the Bank without the related supporting documents.

18.3. The Subscriber and the Bank undertake to make all the efforts to amicably solve any dispute that may occur between them, arising from or in connection with the execution hereof. In case the dispute cannot be solved amicably, the parties hereto will refer the case to the relevant courts of justice.

18.4. At the date of signing of the Subscription Application, the Subscriber has been informed of and agrees with the provisions in this Contract and in the General Banking Conditions for legal

entities and certified freelancers/authorised professionals, in force at the date of signing, which are a part of, and completed by this Contract. In case of discrepancies between the provisions hereof and the General Banking Conditions for legal entities and certified freelancers/authorised professionals, the provisions hereof prevail.

18.5. The Subscriber agreed with the Bank that, regarding the Contract, the provisions of Title III of Law no. 209/2019, with subsequent changes and additions, will not apply in their integrity.

18.6. This Contract was signed in 2 original counterparts, one for each party, this day, and it becomes effective on the date it is signed by both parties.

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