

## GENERAL BANKING TERMS for INDIVIDUALS– November 11<sup>th</sup>, 2016

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### GENERAL ISSUES ON ACCOUNTS

#### I. INTRODUCTION

##### A. PREAMBLE

The relations between BRD - Groupe Société Générale SA and its retail Customers are governed by these General Banking Terms, the provisions of the forms specific to each product or service, the Bank's normative documents, legal provisions and internal regulations in force, the regulations of the National Bank of Romania, as well as the usages and practices of domestic and international banking. These relations are based on mutual trust, confidentiality and good faith.

BRD - Groupe Société Générale is identified with the following:

- Address: 1-7 Ion Mihalache Blvd., Sector 1, Bucharest, Romania
- Tel: +4021.301.61.00; Fax: +4021.301.66.36;  
<http://www.brd.ro>
- Tax Identification Number 361579, registered with the Trade Register under no. J 40/608/1991
- Registered in the Register of Credit Institutions under number RB-PJR-40-007/18.02.1999
- Code of registration for VAT purposes: RO 361579
- Processing entered in the register of personal data processing under no. 1788
- NSC Certificate no. 255/06.08.2008 registered with the Public Register of the NSC under no. PJR01INCR/400008.

## B. INTERPRETATION

**B.1** In this document, the following terms shall be interpreted as follows:

1. **ANAF:** National Agency for Fiscal Administration, the competent authority of Romania for CRS.
2. **Stateless person:** the foreigner who does not have citizenship of any state
3. **Authentication:** the procedure allowing the Bank to verify the use of a particular Payment Instrument, including its customized Security Features.
4. **Authorization of a Payment Operation:** the procedure whereby the paying Customer's consent is expressed in order to make the Payment Transaction. The consent may be expressed differently by the Customer depending on the Payment Instrument used for ordering that Operation. The consent may be expressed by:
  - Signature for Payment Transactions arranged on paper or on the specific Forms/contracts;
  - For Remote Banking Services: the use of the customized Security Features;
  - For cards: signature on the POS receipt/Imprinter or/and the use of customized Security Features (PIN number, provision of eCommerce password (3D Secure), provision of card number and any additional information requested, such as CVV2/CVC2 and card expiry date), approximation of the card to the Terminal (for contactless functionality). "Contactless" payments means faster payments made by approximation of the Card to the Terminal; for transactions not exceeding 100 lei is not required the PIN codeIn the absence of a consent expressed in the ways mentioned above, the Payment Transaction is considered unauthorized.
5. **Bank:** BRD - Groupe Société Générale, and any reference to the Bank in the content of the Contract shall be understood as including any of its territorial units (mobile office, place of business, dealership, agency, branch).
6. **Beneficial owner:** means any individual who ultimately owns or controls the Customer and/or the individual on behalf or in the interest of whom an operation or Transaction is made directly or indirectly.
7. **Payment Incidents Register** - a structure within the NBR specialising in managing specific information of payment incidents caused by account holders with cheques, bills of exchange and promissory notes, for public interest, including for the users' specific purposes.
8. **Central Credit Register** - a structure within the NBR specialising in managing credit risk information and information on card frauds for the users' specific purposes subject to keeping professional secrecy.
9. **Customer:** any individual with whom the Bank, in consideration of the activities permitted by the banking law, has negotiated a transaction, even if such transaction has not been completed, and any individual who receives or has received the products/services of the Bank, including the Account Proxy.
10. **Beneficiary Customer** of the payment: the Customer intended as the recipient of the funds which have been the subject of a Payment Transaction.
11. **Paying Customer:** a Customer making a payment in the Current Account, as the holder/Account proxy/legal representative.
12. **BIC code (Bank Identifier Code):** a code that is specific and unique to each individual Bank and represents the method of identifying banks in the **S.W.I.F.T.** system (Society for Worldwide Interbank Financial Telecommunication). The BIC code of BRD is BRDEROBU.
13. **Unique identification code:** IBAN or any other code needed to identify the payee.

14. **International telephone/fax code:** the code of the country of origin of the telephone/fax operator (e.g. ROU – Romania).

15. **Current Account:** the basic element in the relationship with the Customer, which is the support product for various banking services and products.

16. **Revolving Account:** an account opened by the Bank providing the Customer access to cash provided by the Bank in the form of credit lines, only through a credit card. This account reflects all the transactions made via the credit card, and the fees, interest and premium related thereto.

17. **Contract:** these General Banking Terms, which are the general framework for the Customer-Bank relationship, with the specific forms and contracts concluded by the Customer for each product or service, and the Guide of fees in Lei and foreign currency for Individuals and the List of interests in force upon recording the Customer in the Bank's records.

18. **CRS (Common Reporting Standard):** regulation of the Fiscal Procedure Code on administrative cooperation procedures in the field of taxation, which establishes the obligation of the Bank to collect and report to ANAF, CRS Information on Customer account holder.

19. **Exchange rate:** the exchange rate used as a basis for the calculation of the foreign exchange provided by the Bank or coming from a public source.

20. **Foreign currency date:** the reference date used by the Bank to calculate the interest on the amount debited or credited in the Account.

21. **Direct debit (Simplis Debit service):** the payment service through which the direct debiting of the Current Accounts of paying Customers is made with the equivalent value of the invoices issued by the service/utility providers (payees).

22. **Customized Security Features:** vary depending on the type of product/service.

### For Cards:

- CVC2 (Card Verification Code) and CVV2 (Card Verification Value) is a three-digit code, written on the back of the Card, which can be used to perform transactions over the Internet or by mail order, telephone, fax. This code should remain known only by the holder/user of the Card.

- e-Commerce Password (for 3D Secure authentication) is a password provided by the Bank or another institution authorized by the Bank for its supply and is used for validation/authorization of Secure Transactions over the Internet.

- PIN – a personal identification code provided by the Bank for Card Transactions in electronic payment terminals and ATMs. The PIN number is strictly personal and confidential and should not be revealed to anyone, under any circumstances, regardless of the context.

### For Remote Banking Services - Security Codes:

- User ID and Password to access MyBRD Net, MyBRD Mobile accessed through mobile web browser and MyBRD Contact

- PIN number for MyBRD SMS and MyBRD Mobile accessed via USSD session

- Token PIN (tPIN) for MyBRD Mobile or hardware token mobil MyBRD Net accessed through the dedicated smart phone/tablet application

23. **IBAN** (International Bank Account Number) means a combination of letters and figures which provide a unique number of an account opened with a worldwide payment service provider. The IBAN is provided to the Customer by the Bank on the date of account opening and is also referred to in each account statement.

24. **CRS Information:** data and information on the tax status of client account holder, as regulated by the Fiscal Procedure Code

25. **Debit instrument:** cheque, bill of exchange or promissory note.

26. **Payment instrument** any customized device and/or any set of procedures agreed between the Customer and the Bank and used by the Customer to initiate a Payment Order (e.g. bank card, Remote Banking Services).

27. **Account Proxy:** an individual authorized to represent the Customer who is the Account holder in the relation with the Bank, appointed by the same upon opening the account or thereafter, in the Bank forms or a genuine mandate expressly granted.

28. **TIN – Tax Identification Number** (or functional equivalent if there is no tax identification number) assigned by the tax authorities of Romania / Other countries of residence.

29. **Operations which appear to be connected** are operations related to a single transaction resulting from a single business contract or arrangement whatsoever between those Parties, the value of which is fragmented into instalments of less than EUR 15,000 or the equivalent in RON (or another currency) when they are performed during the same bank day for avoiding legal requirements.

30. **Payment operation:** an action initiated by the Customer in order to submit, transfer or withdraw funds, irrespective of any subsequent obligations between the Customer and the payee.

31. **Fee options:** In the case of foreign currency payments or for payments in Lei made in favour of the beneficiaries with accounts opened with banks abroad, the Customer may choose one of the following options regarding the method of payment of the fees:  
 “OUR” - all the Bank fees related to the payment are paid by the paying Customer (including Bank/intermediary bank charges)  
 “BEN” – all the Bank fees related to the payment are paid by the Customer who is the beneficiary of the funds which have been the subject of a Payment Transaction (including Bank/intermediary Bank fees)  
 “SHA” – the Bank fee is paid by the paying Customer and the Bank/intermediary bank fee and the fee of the Beneficiary’s bank are paid by the beneficiary Customer.

32. **Payment order:** any instruction given by the paying Customer to the Bank or by the payee to the Bank requesting the performance of a Payment Transaction.

33. **Politically Exposed Persons:** individuals who hold or have been held prominent public office, their family members and persons known to the public as close associates of the individuals holding prominent public office. Individuals who exercise under the Law no. 656/2002 prominent public office are: heads of state, heads of government, members of parliament, European commissioners, members of government, presidential advisers, state advisers, secretaries of state;  
 – Members of the Constitutional Court, members of the Supreme Court or other high courts the decisions of whom can only be appealed through extraordinary remedies;  
 – Members of courts of auditors or similar courts, members of the Boards of Directors of central Banks;  
 – Ambassadors, *chargés d'affaires*, high-ranking officials from the armed forces (generals, quaestors, admirals, etc.);  
 – Heads of public institutions and authorities;  
 – Members of Boards of Directors and supervisory boards and persons with management positions in the autonomous administrations, majority State owned trading companies and national companies.

None of the categories mentioned above includes persons holding intermediate or lower positions. The categories above, except members of Boards of Directors and supervisory boards and persons holding management positions in autonomous administrations, majority State owned trading companies and national companies, shall, where applicable, include positions at Community or international level.

The family members of persons holding prominent public office are: the spouse, children and spouses thereof and parents.

Persons known to the public as close associates of the individuals exercising prominent public office are:

- Any individual who is found to be the beneficial owner of a legal person or a legal entity together with any Politically Exposed Persons or to otherwise have any privileged business relationship with such a person;
- Any individual who is the sole beneficial owner of a legal person or a legal entity known as having been established for the benefit of one of those holding prominent public office under the Law no. 656/2002.

34. **Foreign payments:** Payment Transactions in foreign currency (made abroad or in Romania) and Payment Transactions in Lei performed abroad.

35. **Domestic payments:** Payment Transactions in Lei, made in Romania.

36. **Standing Orders:** involve performing automated Transactions at a known frequency, in advance, between two current BRD accounts (held by the same Customer or by different Customers), regardless of the currency in which they are opened.

37. **Legal representative:** an individual who acts as the parent/caregiver/legal guardian/appropriate adult/special administrator and who has the right and obligation to either conclude civil legal documents for and on behalf of a Customer without civil legal competence or to assist a Customer with limited legal competence in concluding legal documents and, where applicable, in obtaining the authorisation of the guardianship court to conduct certain transactions.

38. **Resident:** individual - romanian citizen, foreign citizen and stateless person residing in Romania, presenting identity documents issued by law.

39. **Remote Banking Services:** services which are made available to Customers through remote access Payment Instruments. BRD offers the following remote services: MyBRD Net (Internet Banking), MyBRD Mobile (mobile banking), MyBRD SMS and MyBRD Contact (Phone Banking).

40. **Alien:** a person who does not have Romanian citizenship or the citizenship of another EU or EEA Member State or of the Swiss Confederation.

41. **Country of legal residence:** the country where the Customer resides. This is evidenced by the submission by the Customer of the following:

- **For Romanian citizens:** the identity card, identity document, temporary identity card issued under the law and the electronic identity card;
- **For Romanian citizens residing abroad, the following are accepted as an exception:** the passport accompanied by an official original document showing the address in the country of residence;
- **For EU, EEA or Swiss Confederation citizens:** the national identity document or a valid identity document issued under the law by the Romanian authorities, the registration certificate, the permanent resident card, or the residence permit, respectively, or the EU Blue Card;
- **For foreign-resident citizens:** the temporary residence permit, the residence permit for work, long-term residence permit, the EU Blue Card issued by the competent Romanian authorities under the law;
- **For stateless persons and refugees:** the temporary/permanent identification document issued by the competent Romanian authorities (including the General Immigration Inspectorate).
- **For resident and foreign citizens,** we accept, **by way of exception,** in case of theft proved by notification addressed to the competent bodies, the travel document.
- **For customers who are US Persons:** documents issued by the Romanian authorities for US Persons (certificate of registration, temporary residence permit, residence permit for work, etc.), issued under the law and documents issued by the US official authorities for US citizens provided they prove the

identity, citizenship, domicile address and, as applicable, the address of residence (e.g. passport and/or driving licence and/or green card, etc.).

**42. Country of residence for tax purposes:** is the country where, in terms of tax an individual is taxed according to the criteria stipulated in the respective country's legislation. The Bank will consider that the country of tax residence of the individual is the one mentioned in the official identity document, the passport or any other proof of identity presented by the individual.

Exceptions: if the individual communicates other country of tax residency than the one stated in the official identity document, the passport or any other documentary proof of identity presented, the country of tax residence shall be proved by the individual by submitting a tax residence certificate issued by the tax authority / competent authority under the laws of that country to issue such documents. Failing the presentation of this certificate, Bank shall consider the country of tax residence, the country that issued the official identity card, passport or other proof of identity.

An individual who is not resident in Romania and is resident for tax purposes in a country that has concluded a convention for the avoidance of double taxation with Romania, and who receives income, subject to withholding, including interest paid by the Bank, to benefit of the application of tax conventions providing for withholding an income tax rate lower than that of the Tax Code is required under Romanian legislation, to present to the Bank unit which has opened the account before receiving income, the tax residence certificate, issued by the fiscal authority / competent authority to issue such documents in its residence country tax, in original and accompanied by a certified translation thereof in Romanian language.

In the case of interest income, is considered the date of cashing income the date of registration of the interest on the account of the individual.

The tax residence certificate submitted in a year in which the Bank conducts interest payment is valid all current year and another 60 days of the following calendar year, if do not contains explicit provisions limiting the validity of a certain period of time.

**43. Business day:** it is a bank day (excluding Saturdays and Sundays and other bank holidays recognized in Romania) when the Bank carries out specific activities and is open to the public.

**44. FATCA (Foreign Account Tax Compliance Act)** is a U.S. regulation, transposed into Romanian legislation which establishes the obligation of foreign financial institutions (outside the U.S.) or foreign financial institutions (FFI) to report to the IRS (Internal Revenue Service) the income derived from direct and indirect benefits or U.S. taxpayers covered by these terms.

**44.1. FATCA non-compliant customer:** the person who refuses to submit the required document to clarify the U.S. Person status thereof or refuses to agree to reporting under FATCA requirements or has not answered the request for information by the set deadline although U.S. indicia have been identified, they have not been updated or confirmed. Starting from 1 July 2014, the Bank does not accept starting a relationship with any new FATCA non-compliant customer.

**44.2. Affidavit (FATCA)** is the statement made by the Bank Customer/contractual partner whereby the same confirms the status determined by the FATCA regulation.

**44.3. Proof of U.S. residence** is believed to be held by any person who presents the following: U.S. nationality/citizenship; the domicile/address in the U.S.; a U.S. telephone number; a U.S. email address; a U.S. correspondence address; a U.S. bank account; a power of attorney for representation by a person showing indicia of belonging to the U.S.

**44.4. U.S. Person:** any individual regulated by U.S. laws and required to pay taxes in the U.S. U.S. Persons are U.S. taxpayers regardless of whether they live in the U.S. or outside it.

**B.2.** In these General Banking Terms, the use of defined terms in the singular implies the plural and vice versa.

**B.3.** All provision relating to CRS from the present General Banking Condition shall be completed with the provisions from the Fiscal Procedure Code.

## C. SCOPE

1. The provisions of the chapter on "General Issues on Accounts" shall be supplemented by the provisions of the Chapter on "Products and Services offered by the Bank" and the provisions of specific contracts, forms for each product/service.

2. The Contract enters into force from the date of signing as proof of acceptance by the Customer and remains in effect until the closure of all Customer accounts and the termination of the effects of all specific contracts concluded with it.

3. These General Banking Terms replace the previous versions of the General Banking Terms.

4. These General Banking Terms replace any contrary provision in the contracts, forms and/or documents specific to the products and services, concluded before the entry into force of the General Banking Terms and, where appropriate, supplement them.

5. In case of conflict between the provisions of these General Banking Terms and the special conditions of contracts, specific documents and/or forms concluded between the Customer and the Bank on the same day or after the entry into force of these General Banking Terms, the special conditions of the specific forms or documents shall prevail.

6. The amendment or termination of any of the specific contracts concluded between the Customer and the Bank shall be performed under the terms of those contracts and shall not affect the validity of the other contracts or these General Banking Terms.

7. Any waiver of the enforcement of the Contract against the Customer shall be specifically agreed in writing between the Bank and the Customer.

## II. OPENING, OPERATION AND CLOSING OF ACCOUNTS

### A. GENERAL

1. The Bank is required to verify the identity of the Customer and the beneficial owner before establishing a business relationship or conducting transactions. In addition, the Bank has the obligation to verify and collect CRS Information of the customer account holder. When the Customer/ Customer account holder does not want to provide all the information above, the Bank will refuse to start a relationship with the Customer and, implicitly, to open Accounts.

2. The Bank opens current Accounts with or without attached Debit Cards, Revolving Accounts with attached Credit Cards, deposit accounts, savings accounts in RON and/or foreign currency, at the explicit request of the Customer. The accounts are opened with the Bank units in accordance with the internal rules based on the filling in and signing by the Customer of the standard Bank forms, accompanied by the documents requested by it. The Bank may open current accounts and savings accounts in RON and / or foreign currency, at the request of the customer, delivered through remote bank services.

3. The Bank has the right to open separate technical accounts if preservation actions have been ordered with respect to the Customer's Current Accounts (e.g. attachments, precautionary measures, etc.) to be used for managing the various operations related to these actions. The Customer may ask the Bank for account statements for these technical accounts to monitor their activity.

4. Various products and/or services may be attached to any Account, when the Customer requests it and in compliance with the terms of the Bank.
5. The Customer states he/she had access to all the information, conditions, rights and obligations of the Parties mentioned in the Contract 15 days before the signing thereof, except the case where, by another form of the Bank, with his/her express consent, a shorter term was agreed.
6. At any time during the contractual relationship, the Customer is entitled to receive, upon request, the terms specified in this Contract on paper or on another durable medium.

## B. PERSONAL DATA PROTECTION

1. The **Bank** processes your personal data in accordance with Law no. 677/2001 on the protection of individuals with regard to the processing of personal data and the free movement of such data, Law no. 506/2004 regarding the processing of personal data and private life protection in electronic communications sector and the secondary legislation (decisions of the National Supervisory Authority for Personal Data Processing). The processing is entered in the register of personal data under no. 1788. The Bank shall only process your personal data to the extent that doing so is necessary to achieve the purposes set out below, subject to all legal measures for data security and privacy.

2. **The purpose of the data processing can be:** banking and financial services, publicity, marketing (including marketing analysis) and advertising, performed by the Bank or members of the Société Générale Group, statistics, financial and banking services, credit reports, reports imposed by the law, transmitting information to accounting systems such as Credit Bureau / Central Credit Risk in order to assess solvency, reducing credit risk and determine the degree of indebtedness of borrowers individuals in order to process or consultation, whenever necessary, by participants at these institutions, debt collection/debt recovery on behalf of the Bank or the Société Générale Group members, the assessment of property proposed for collateral, service of insurance and reinsurance, fraud prevention, combating money laundering activities, electronic communications services, online services, marketing for Pension Funds, centralisation of data, monitoring / security of people, spaces and / or public goods / private. Updating data of Bank Customers.

3. **Data subjects are:** Bank Customers or potential Bank Customers, consumers or potential consumers, borrowers, minors, contractors, their family members, guarantors, former Customers.

4. **Personal data** is any information relating to an identified or identifiable individual, i.e.: last name and first name, nickname/alias (if any), personal identification number or another unique identifier (if any), last name and first name of the beneficial owner (if any), of the family members, gender, date and place of birth, citizenship, signature, data from the certificates of civil status, pension file number, telephone/fax, home/residence address, email, profession, workplace, political exposure (if any), public office held (if any), training, study diplomas, family situation (including marital status, number of children, dependent children), economic and financial situation, data on assets held, banking data, (including account number), fiscal dates (including TIN and country of tax residence), image, voice, geolocation/traffic data, card number, card expiry date, IBAN code, personal identification number, series and number of the identity document/ passport, data on health status, information intended for carrying out the activities permitted to credit institutions under the Government Emergency Ordinance no. 99/2006 on credit institutions and capital adequacy. You are required to provide such data as they are necessary for the provision of specific banking services. Your refusal makes it impossible to provide specific banking services.

5. **Processing of personal data** means any operation or set of operations which is/are performed on the personal data by automatic means or otherwise, such as collection, recording, organization, storage, adaptation, alteration, retrieval, checking, use, transmission to third parties, combination, blocking, deletion, destruction, archiving.

6. **Recipients of the data** can be: the data subject, the legal representatives of the data subject, proxies of the Bank, other natural or legal persons who process personal data on behalf of the Bank, except proxies (e.g. lawyers, consultants, accountants, auditors), Direction for Persons Records and Database Administration), correspondent credit institutions, Bank counterparties, legal entities within the Société Générale Group which includes the Bank, legal entities from BRD Group, the judicial authority, central public authorities, local public authorities, ANAF, the police, service and property providers, banking entities, systems for accounting such as Credit Bureau / Central Credit Risk, credit bureaus, debt collection/recovery agents, insurance and reinsurance companies, professional organizations, market research organizations. For international transfers made via SWIFT (Society for Worldwide InterBank Financial Telecommunication), your personal data specified in the transfer documents may be accessed by the U.S. authorities (U.S. Treasury Dept.) for the enforcement of the national legislation on the prevention of money laundering/fight against terrorism.

In order to comply with legislation regarding FATCA (U.S. Foreign Account Tax Compliance Act) and CRS if the personal data or conducted operations meet the FATCA and/or CRS criteria, the Customer/ Customer account holder authorises the Bank to send this information to the IRS, respectively to ANAF.

7. **Estimated date for completion of the processing operations. Future destination of the data:**

In order to achieve the goals set, the Bank shall process your personal data for the entire duration of the Bank activities until you exercise your right to object.

After the completion of the personal data processing operations, for the purposes for which they were collected, if you do not exercise the right to object by law, these data will be archived by the Bank during the time provided for in the law in force (in particular the National Archive law) or will be destroyed.

### 8 Data transfers abroad

**Terms of transfer:** In order to provide and implement certain financial and banking services requested by you, the execution of a contract concluded between you and the Bank, of concluding and executing a contract between the Bank and a third party (as they were mentioned in the list " Recipients of Data ") in order to execute and provide financial and banking services, as well as for the development of services that are offered by the Bank, this may transfer abroad your personal data to any of the Recipients of Data.

The transfer could be performed by including countries that do not ensure an adequate level of protection of personal data.

You understand and agree that initiate certain specific operations (for example, but not limited to: payment orders) represents your consent to transfer your personal data to those countries.

States that do not ensure an adequate level of protection are countries outside the European Union / Economic European Zone, except states whose European Commission has acknowledged an adequate level of protection, namely: Andorra, Argentina, Canada, Switzerland, Islands Faroe, Guernsey, Israel, Isle of Man, Jersey, New Zealand, Uruguay (to the extent that will not be issued a contrary decision in respect of any of these states).

9. Your rights in accordance with the provisions of the Law no. 677/2001 are the following: (i) **the right of access to the data**, (ii) **the right of intervention**, (iii) **the right to object**, (iv) **the right not to be subject to individual decisions**, (v) **the right to appeal to the National Supervisory Authority for Personal**

**Data Processing and to go to court.** The right of access, the right of intervention and the right of objection may be exercised by sending to the manager of the unit where you opened the account a written request, both dated and signed to which the Bank will answer within 15 calendar days from the date of receipt of the request.

In case you agreed with the processing of your personal data for marketing purposes or their transfer to third parties for such purposes, and you want to manifest the right of opposition to the processing of your personal data in such a purpose, you have the right to file a refusal through a written request, both signed and dated, sent to the manager of the unit where you opened the account, to be sent either personally or by registered letter, with acknowledgment of receipt, to that unit.

The request shall have a legible copy of your ID attached to it.

10. **Information such as the banking secrecy:** the Customer specifically authorises the Bank to send (in the country and/or abroad) information such as the banking secrecy in accordance with the Emergency Ordinance no. 99/2006 to the members of the Société Générale Group, central public authorities, local public authorities, ANAF, debt collection/recovery agents, judicial authorities, insurance and reinsurance companies and other categories of data recipients.

### **C. OPENING OF ACCOUNTS. THE ACCOUNT PROXY**

1. Upon the Account opening, the Bank requires the documents required to identify the Customer who is the Account holder and the Account Proxy and their specimen signatures for each Account. In addition, the Customer has the obligation to present to the Bank all CRS Information according to the law in force.

2. If the Customer has opted for the mobility service for current accounts in RON, the Bank, as the new bank, will proceed with the Current Account opening/account relationships only after the Customer has filled in and signed the Transfer Application and the Contract/documents specific to the Bank.

3. The Account Proxy may be appointed by the Customer who is the Account holder under the Agreement of Subscription to Products and Services for Individuals, the Form of start of a relationship with the Bank, the Form of appointing/revoking of Account Proxies or the Application of issue/increase of the Credit Line (for Account Proxies of Revolving Accounts with an attached Credit Card). The Account Proxy shall always act only for and on behalf of the Customer who is the Account Holder.

4. The Account Proxy designated by the Bank forms has the following rights:

- Performing transactions in the Current Account, including by using a Card or in the Revolving Account, via the Credit Card;
- Establishing deposits from the Current Account, but only on behalf of the Customer who is the Account Holder; on such established deposits only person/persons which have the status of Proxy on the current account will be also Proxy for deposits.
- Liquidating the deposits of the Customer who is the Account holder as established via that Current Account only if the same is designated as the Proxy for those deposits.

5. Any deposit account Proxy shall also act as a Proxy for the Current Account attached to the deposit. If applicable for establishing deposits with Proxies other than those appointed by the Customer who is the Account holder for the Current Account, a separate Current Account shall be opened with different Account Proxies or without Proxies, depending on the request of the Customer who is the Account holder.

6. The Account Proxy designated by the Bank forms may not perform the following:

- Closing/opening new Current Accounts on behalf of the Customer who is the Account holder;
- Requesting loans on behalf of the Customer who is the Account holder;

c. Designating/revoking other Account Proxies for the accounts of the Customer who is the Account holder.

d. Liquidating deposits established from a Current Account which do not have a Proxy designated by the Customer who is the Account holder.

These transactions may be performed for the Customer who is the Account holder only under an authenticated power of attorney specifically granted in this regard.

7. The Customer represents that any power of attorney granted via the Bank forms is considered given for a period of 15 years, with the possibility of revocation at any time.

The Customer undertakes to inform the agent about the tenure and rights conferred upon the latter by the power of attorney.

8. Empowering a person to represent the Customer in relation to the Bank remains valid until the receipt by the Bank from the Customer of a written notice or verbal (via MyBRD Contact service) of the revocation or amendment or until the Customer's death. The termination of the power of attorney becomes enforceable against the Bank from the date of notification of the Bank (by presenting a Death Certificate or a written notice or verbal (via MyBRD Contact service) to the Bank). The Bank is entitled to request any documents considered necessary for these changes.

9. The Customer is liable to the Bank for any loss suffered by it as a result of not notifying the Bank of any restrictions or limitations regarding his/her Account Proxy.

10. If a dispute or a conflict of any kind occurs, which, according to the Bank, prevents setting the Account Proxy regarding the designation, limits or revocation thereof, the Bank has the right to block the access of the Account Proxy to the account of the Customer who is the Account holder up to the dispute settlement evidenced by documents satisfactory to the Bank.

### **D. OPERATION OF ACCOUNTS AND PAYMENT TRANSACTIONS**

#### **D.1 GENERAL ISSUES ON PAYMENT TRANSACTIONS**

1. Any operation (e.g. intra/inter-bank payments/transfers in Lei and foreign currency, payment of bills, foreign exchange, receipts, cash deposits and withdrawals, etc.) ordered by the Customer/Account Proxy shall be made via the Current Account. In the payment transactions, the Customer shall use the forms and Payment Instruments made available by the Bank.

2. The Revolving Account only works with an attached Credit Card. Lending transactions are allowed for the account (replenishing) by any means: cash deposit, performance of transfers from a Current Account opened with BRD or from another bank. Any Revolving Account debiting is possible only by using the Credit Card, except for those expressly mentioned in the contract for issuing the credit card.

3. In case of foreign currency payments or payments in RON for beneficiaries with accounts opened with foreign Banks, the Bank may determine the bank route by which the Payment Instruction runs, including the use of correspondent relationships in the absence of any specific instructions received from the Customer.

4. In case of foreign currency receipts, the currency of crediting of the beneficiary Customer's account shall be the one mentioned in the payment Instruction. In case the currency does not match the currency of the Account, the Bank will convert the amount in the foreign currency of the Account to be credited on the basis of the exchange rate used by the Bank on the transaction date and communicated to the Customer by the account statement.

The credited account shall always be the one indicated in the payment Instruction.

In the case of foreign currency receipts which cannot be processed due to the violation of national or international



regulations, the Bank shall not be liable for delays in their collection.

5. For any amount received in the Account, the Bank reserves the right to deduct the fee thereof before crediting it in the Customer's account. In this case, the Customer shall be informed of the total amount of the Payment Transaction and the fee applied through the account statement.

6. In case of payments, the currency of debiting of the paying Customer's Account shall be the currency stipulated in the payment form.

7. Before making the payment, the Bank has the right to: request the submission of documents allowing the verification of the purpose of the payment, in accordance with legal regulations in force.

8. If the Customer/Account Proxy requests the withdrawal from the foreign currency account of amounts lower than 5 EUR/USD/another currency, they will be exchanged in RON at the exchange rate of the Bank of that day and issued to the Customer in that currency.

9. In case of error from the Bank recorded in the Customer's Account, the Customer specifically authorizes the Bank to correct, at its own initiative, without the prior consent of the Customer, the amounts recorded incorrectly.

10. The Bank may set limits/thresholds related to payments for different Payment Instruments.

11. Payment transactions carried out through Debit Instruments shall be made in accordance with the legislation applicable to cheques, bills of exchange and promissory notes and that regarding the Payment Incidents Register.

Upon issuing Debt Instruments, the Customer shall provide in the Account the available funds required for paying them at the time of issue (in case of a cheque) or on the due date (in the case of bills of exchange and promissory notes), respectively.

12. The Bank is entitled, in case of an Unauthorized Overdraft, to calculate, from the date of its registration in the Account, a penalty interest on the outstanding balance of the Current Account or the Revolving Account, the level of which is displayed at the Bank's units.

13. Any request by the Customer for foreign exchange, materialized by signing a foreign exchange order or a contract specific for this type of transaction either settled immediately, or with another currency date, is irrevocable.

14. All the costs arising from the exchange rate differences shall be borne by the Customer. Also, both in case of non-compliance with the Order given, and in case of amendment by the Customer of the Order sent to the Bank, all the consequences, including but not limited to damages, additional costs incurred by the Bank, shall be borne by the Customer.

15. In case of disputing the Transactions performed under a specific contract, the complaint term is the one provided for in the specific contract concluded with the Bank.

## **D.2 PRICE**

1. The price consists, if applicable, of the following components: fees, interest rates, exchange rates, rates.

2. The amounts of the fees, interest, rates charged by the Bank are found in the Guide of fees in Lei and foreign currency for Individuals and in the List of interests, respectively.

3. The exchange rates applied by the Bank are shown in the BRD units and on the website of the Bank, [www.brd.ro](http://www.brd.ro).

4. The Customer expressly agrees to the immediate application of any changes of interest rates and exchange rates, without prior notice, if these changes are based on the reference interest rate or the reference exchange rate.

5. Also, any change of interest rates and exchange rates shall be applied immediately, without prior notice, if the change is for the benefit of the Customer.

6. The Customer shall be informed of these changes as soon as possible by posting in the Bank units and via the Bank's website.

## **D.3 INFORMATION REQUIRED FOR PERFORMING PAYMENT ORDERS**

1. For the proper performance by the Bank of a Payment Order, if the Customer is a paying Customer, the latter has the obligation to fill in the Payment Orders with the following information:

1.1 Domestic payments:

- The last/first name and account number of the paying Customer (IBAN account opened with the Bank);

- The name and unique identification code of the beneficiary Customer or, if applicable, the BIC Code of the receiving credit institution;

- Information on the Bank unit holding the paying Customer's Account: the name of the unit or, if applicable, the territorial unit and/or, if appropriate, the BIC Code;

- Information on the receiving credit institution: the name of the headquarters or, if applicable, the territorial unit and/or, if applicable, the BIC code;

- The amount and denomination of the amount;

- The date of issue of the Payment Order (day, month, year), which should be unique, possible and certain;

- The element or elements for verifying the authenticity of the Payment Order.

In addition to the information mentioned above in case of payments made to the State Treasury, the Customer shall fill in the following mandatory elements:

- The tax identification code of the paying Customer, and of the beneficiary Customer, respectively;

- The payment record number assigned by the National Agency for Fiscal Administration;

- The number of the Payment Order given by the paying Customer;

- References on the economic content of the Operation.

1.2 Foreign payments:

The mandatory elements of the Payment Order in foreign currency/EPO (External Payment Order)/Payment Order in Lei abroad are:

- The last/first name of the paying Customer;

- The IBAN of the paying Customer;

- The amount of the payment;

- The ordered currency;

- The name of the beneficiary and the full address thereof;

- The unique identification code of the beneficiary;

- The name of the beneficiary's Bank, its address and BIC;

- The date of issue that must be unique, possible and certain;

- The "urgent" specification – ticking this box represents the express order of the paying Customer for the Bank to make the transfer sooner than the time for completion in the contract;

- The signature of the paying Customer;

- The fees box (fill in with OUR/BEN/SHA);

- The description and code of transaction from the NBR guide (for resident – non-resident payments) or the type of transaction (regardless of the residence of the payer/beneficiary).

2. In case the Customer is the beneficiary of a payment, he/she is required to communicate to the payer before initiating the payment the following mandatory notes required for the proper performance of the Payment Order in question:

- The last/first name of the Account holder Customer and the unique identification code, and the account number in IBAN format; mentioning the name of the Account Proxy as the payee does not represent correct identification, in which case the Bank reserves the right to refuse the payment. The Customer shall alert the payer that only the Customer who is the Account holder may be the payee;

- Information on the Bank unit holding the beneficiary Customer account, the name of the Bank headquarters or, if applicable, the territorial unit and/or, if applicable, the BIC code (BRDEROBU).
3. The Bank is not responsible for any delays or damages in case of false information provided by the Customer leading to the failure, improper or late performance of the Payment Transaction.
4. In the case mentioned in the previous paragraph, the Bank shall make all reasonable efforts to recover the funds involved in the Payment Transaction and is entitled to ask the Customer for a fee for the recovery operation, according to the Guide of Fees in Lei and foreign currency for individuals.

#### **D.4 AUTHORIZING PAYMENT TRANSACTIONS**

1. Payment transactions ordered by the Customer shall be authorized by the same or by the Account Proxy by expressing the consent under the Contract.
2. If the consent is expressed by the signature of the Customer as the account holder and/or the Account Proxy, it must be in full accordance with the specimen signature given to the Bank.
3. The Bank shall rely on the actual, correct and original nature of signatures appearing on the instructions sent to the Bank in any way.
4. The Bank has no liability whatsoever for the consequences that may occur as a result of:
  - Fraudulent or abusive use of signatures or the customized Security Features;
  - Non-compliance with the methods of authorizing Payment Transactions as agreed in the Contract.

#### **D.5 RECEIPT AND ACCEPTANCE OF PAYMENT ORDERS**

1. The Payment Order receipt is the time when the Bank receives the Order, if this is prior to the internal time limit (if any, depending on the operation) of a business day. The time limits related to the transactions with Payment Orders are presented in Appendix 1 to the Guide of Fees in Lei and foreign currency for Individuals.
2. The receipt moment shall be deemed the day agreed between the Bank and the Customer if the Customer and the Bank agree that the performance of the Payment Order should start on a given day or at the end of a certain period or on the day when the funds were made available to the Bank.
3. Payment Orders received after the time limit or on a non-business day shall be considered as received on the following business day.
4. The receipt of Payment Orders is considered performed:
  - In the case of Payment Orders on paper, on the date of submission to the Bank unit mentioned on the form signed and stamped by the Bank.
  - In case of Payment Orders sent by Remote Banking Services, when the Customer has given the consent thereof under the Contract.
5. A Payment Order is deemed accepted by the Bank if received and acknowledged as valid.
6. A Payment Order is considered valid if:
  - All the information needed to perform the Payment Order has been filled in;
  - The Payment Order has been authorized under the Contract;
  - In the Current Account indicated by the Customer to make payments, there are the funds required for the payment.
7. After accepting the Payment Order, the Bank debits the Current Account with the related amounts in order to perform the Payment Order, unless the Customer agrees with the Bank for the performance of the order to start on a given day or at the end of a certain period or on the day when the funds are made available to

the Bank, in which case the Account will be debited at the time of performance agreed with the Bank.

#### **D.6 REFUSAL OF PAYMENT TRANSACTIONS**

1. The Bank may refuse to perform a Payment Transaction and take any appropriate action, including the cancellation or blocking of the Payment Instrument if the Bank considers that:
  - The provisions of the Contract have not been complied with, including but not limited to the filling out of Payment Orders with the elements necessary for its performance, the provision of available amounts in the Account, etc.;
  - The ordered payment transaction may violate some legal provisions;
  - The Customer refuses to provide the supporting documents specifically required by the Bank;
  - The Customer orders a payment to an entity subject to international sanctions.
2. A Payment Order the performance of which has been refused shall be deemed not received by the Bank.
3. The Bank shall notify the Customer by one of the following ways: telephone, email, fax, SMS, by messages in MyBRD Net or by a letter of the refusal of performance of a Payment Order and, if possible, the reasons for the refusal and the procedure for correcting the errors that led to the refusal.
4. If the refusal is objective, the Bank is entitled to charge a specific fee as per the Guide of Fees in RON and foreign currency for Individuals.

#### **D.7 REVOCATION OF PAYMENT TRANSACTIONS**

1. The paying Customer may withdraw the consent for a Payment Transaction after the Payment Order has been received and accepted by the Bank.
2. Exceptionally, the Customer may cancel a Payment Transaction if the Parties have agreed that the performance of the Payment Order should start on a given day or at the end of a certain period or on the day when the Customer provides funds to the Bank, provided the revocation is notified no later than the end of the business day preceding the agreed day (e.g. direct debit, standing orders).
3. The consent for successive Payment Transactions (e.g. direct debit, standing orders, etc.) may be withdrawn and any future Payment Transaction after withdrawing the consent shall be considered unauthorized.
4. Any withdrawal of the consent shall be made in writing (fax, email, simple letter) and, if the consent is withdrawn by another form of communication, the Customer is required to submit the request in writing to the Bank by the end of the business day preceding the day agreed for debiting the Account; otherwise the Customer may be liable for any damage suffered by the Bank.
5. If the Customer revokes the payment after giving the consent, the Bank may apply a specific fee as per the Guide of Fees in RON and foreign currency for Individuals.

#### **D.8 THE PERFORMANCE OF PAYMENT ORDERS**

1. Depending on the type of Transaction ordered by the Customer and the internal time limit for receipt by the Bank stipulated in the Contract, the maximum period in which the Bank performs the Transaction (by crediting the payment Account of the payee) is:
  - Domestic payments: maximum T+1,
  - Foreign payments: maximum T+2;
2. T represents the date of receipt of the Payment Order by the Bank.



3. At the request of the Customer, the Bank may carry out urgent Payment Transactions for a fee according to the Guide of Fees in lei and foreign currency for Individuals.

#### **D.9 LIABILITY**

1 The Payment Order is performed by the Bank with respect to the payee based on the unique identification code provided by the paying Customer.

2. The Bank is not liable for the non-performance or improper performance of a Payment Transaction, as regards the payee, as a result of using an incorrect unique identification code provided by the paying Customer. In this case, the Bank shall make all reasonable efforts to recover the funds involved in the Payment Transaction.

3. If the Customer requests the recovery of funds as a result of his/her error, the Bank may apply a fee for recovery as per the Guide of Fees in Lei and foreign currency for Individuals.

4. The Bank is liable to the Customer for any loss caused, including any interest applied to the Customer due to the non-performance or improper performance of a Payment Transaction, due to the exclusive fault of the Bank.

5. In case of a Payment Transaction that proves not to have been authorized by the Customer, and in case of a properly authorized Payment Transaction which is not performed or is performed incorrectly by the Bank, with respect to which the Customer has notified the Bank, the Bank shall immediately reimburse to the paying Customer the amount related to the unauthorized or deficient Payment Transaction, and, if applicable, shall restore the Customer Account that has been debited to the situation in which it would have been if the unauthorized or improperly performed Payment Transaction had not been carried out.

6 Exceptionally, the Bank is not liable when it can prove that the payee's bank has received, within the time for completion agreed with the Customer, the amount of the Payment Transaction in question.

7. In case of a non-performed Payment Transaction or of a Payment Transaction performed improperly, the Bank, at the request of the Customer, shall act without delay in order to identify the Payment Transaction and shall inform the latter of the outcome, whether or not it is required to.

8. The Customer undertakes to indemnify the Bank for any damages, losses or expenses incurred by it resulting from the violation of this Contract by the Customer, including any damages, losses or expenses incurred by the Bank due to the financial responsibility of the Customer for refusals to pay, within the limit stipulated by the legislation in force.

9. The paying Customer bears, within the limits provided for by law, the losses relating to any unauthorized Payment Transaction resulting from the use of a Payment Instrument that has been lost, stolen or used without any right (if the paying Customer has not kept safe the customized Security Features) until the time of notification of the Bank, under the Contract.

10. The paying Customer bears all losses relating to any unauthorized Payment Transactions if such losses result from fraud or gross negligence or deliberate violation of his/her obligations under the law and under the Contract.

#### **D.10 SECURITY TERMS AND CORRECTIVE MEASURES**

1. The Customer is required to keep safe all the customized Security Features of Payment Instruments through which the authorisation of Transactions is made.

2. The Bank shall ensure that the customized Security Features of Payment Instruments are not accessible to other Parties than the Customer who is entitled to use the Payment Instrument.

3. The Customer shall use the Payment Instruments in accordance with the law and the Contract governing their use.

4. The Customer shall inform/notify the Bank without undue delay in case of loss, theft, unauthorized use of the Payment Instrument or any other unauthorized use, using the methods specific to each product in this Contract, under the agreed terms and conditions. The notification of the Bank may be made through the MyBRD Contact service that is available to Customers 24/7 at the telephone numbers: 021 302 61 61 (regular rate number in the Telekom Romania network), 0800 803 803 (free Tolverde telephone number in the Telekom Romania network) or \*BANCA (\*22622) (charged as a network call from any Orange or Vodafone number) or, if necessary, by other means agreed with the Bank.

5. If the Bank considers that due to Payment Instrument security reasons there is suspicion of unauthorized or fraudulent use or there are other situations that present a certain risk, it may block the Payment Instrument.

6. The Bank shall inform the Customer, including the reasons for blocking, if possible, before blocking or immediately thereafter, unless the action of giving such information would prejudice the justified security reasons objectively or is prohibited by other legal provisions.

7. The Bank shall unlock the Payment Instrument or replace it once the reasons for blocking it no longer exist.

#### **D.11. REIMBURSEMENT FOR PAYMENT INITIATED BY OR THROUGH THE PAYEE**

1. Within eight weeks of the date on which the funds were debited, the paying Customer may request the reimbursement by the Bank of a Payment Transaction originally authorised by or through a payee (including direct debit transactions) that has already been performed only if the following conditions are met:

- The authorization does not specify, at the time of its issue, the exact amount of the Payment Transaction;

- The amount of the Payment Transaction has exceeded the amount that could reasonably have been expected by the paying Customer taking into account his/her previous spending pattern, the conditions of Contract and the relevant circumstances of the case;

- The paying Customer provides at the Bank's request the specific items related to the aforementioned conditions.

2. Within 10 business days from the receipt of the reimbursement application, the Bank may repay the entire amount of the Payment Transaction or may justify, under the law, the refusal to repay the amount.

3. The paying Customer is not entitled to any reimbursement if the same expressed the consent for the operation directly to the Bank and, where appropriate, the information on future Payment Transactions was provided or made available to the paying Customer, in the agreed form, at least four weeks before the due date by the Bank or the payee.

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

1. The Bank issues statements of account for transactions in the Customer's Account.

2. The statement of account is a document issued by the Bank which includes the information in paragraphs 2.1 and 2.2.

2.1 If the Bank acts as the payment service provider of the paying Customer, the information is:

- a. A reference enabling the paying customer to identify the Payment Transaction and, if applicable, information on the payee;

- b. The amount of the Payment Transaction in the currency in which the paying Customer's Account was debited or in the currency used for the Payment Order;

- c. The total price of the Transaction performed by the Customer in accordance with the Guide of Fees in RON and foreign currency for Individuals;
- d. If applicable, the exchange rate used by the Bank in the Payment Transaction and the total amount of the Payment Transaction after that currency conversion;
- e. The date of currency of the account debiting or the date of receipt of the Payment Order.

2.2 If the Bank acts as a payment service provider for the beneficiary Customer, the information is:

- a. A reference enabling the beneficiary Customer to identify the Payment Transaction and, where appropriate, the payer and any information transferred with the Payment Transaction;
- b. The amount of the Payment Transaction in the currency in which the payment account of the beneficiary Customer has been credited;
- c. The total price of the Payment Transaction or the interest paid by the beneficiary Customer;
- d. If applicable, the exchange rate used in the Payment Transaction by the Bank and the amount of the Payment Transaction before that currency conversion;
- e. The date of currency of the account debiting.

3. The statement of account is issued by the Bank and is sent to the Customer on paper, once a month, free of charge, for the prior calendar month, in the units of the Bank or by other means selected by the Customer, by filling in the Application for Account Statements.

4. At the request of the Customer/Account proxy and to the extent possible, the Bank may provide, for a fee, according to the Guide of Fees in RON and foreign currency for Individuals, information in addition to the information mentioned in paragraph 2 or in a more frequent way or by other means of communication than those mentioned in paragraph 3.

5. At the request of the Customer/Account Proxy, the Bank may issue, within 72 hours of the request, account statements or lists of transactions for the days when transactions were ordered, for a fee, according to the Guide of Fees in RON and foreign currency for Individuals in force at the time of the request. These statements are made available to the Customer/Account Proxy at the Bank unit where the same has opened the Account.

6. If the Customer finds that his/her Account has registered an unauthorized Payment Transaction or a Payment Transaction performed incorrectly, which generates complaints, he/she is entitled to report the aforementioned errors as soon as possible without undue delay (max. 60 calendar days from the date of debiting of the Account as stated in the account statement). Subsequent complaints may only be considered by the Bank in case of delays in justified cases, but no later than 13 months from the date of debiting of the account as stated in the account statement.

7. The Customer may file the aforementioned complaints, in writing, at any unit of the Bank.

8. If the Customer wishes to change his/her option of account statement, he/she will express his/her consent by filling in the Application for Statements of Account or by calling MyBRD Contact.

## F. CLOSING OF ACCOUNTS

1. The Customer may request for the Account closure, by an application signed and submitted to the Bank.

2. The Account shall only be closed after the payment by the Customer of all the amounts owed to the Bank (the closing shall be performed if the account has no active products attached to it).

3. If there is a debit card attached to the Current Account or in the case of the Credit Card, the closing of the Account at the Customer's request will be performed within 30 calendar days from the waiving / blocking all cards attached. This term is extended to 45 days in case exist charge backs pending.

4. Customer may require closing the account on which the garnishment was created by complying with the respect of the conditions for closing the account, the Bank being obliged to refund the customer only of the exempt amounts from the garnishment under the law.

Customer may request closing the account if on the account has been ordered the measure of unavailability according to the law, with the following exceptions: where on the account / the monies in the account have been instituted protective measures by the bodies of criminal prosecution or the competent criminal courts, closing the account can be done only after the Bank receives the written consent issued by those authorities, at the request of the Customer.

5. Before closing the Account, the Customer is required to regularise the status of the goods and services attached to that Account.

6. If the Customer has opted for the mobility service of current accounts in RON and requires by the Transfer Request, the Bank, as the previous Bank, will close the account and account relationships after receiving from the new bank the Transfer Request signed by the Customer. The Bank shall proceed with closing the current account in RON only if the following conditions are simultaneously met:

6.1. The Customer has handed over all BRD facilities/services, does not have any attachments or seizures, other debts (authorised overdraft, loans, etc.) or active products and services attached to that current account (cards, deposits, Remote Banking Services etc.).

6.2. The conditions for closing the account/related products and services provided for in the contract between the Customer and the Bank are met.

6.3. The Customer has paid the postal and telecommunications charges related to the service of "Mobility of current accounts in RON" according to the Bank Guide of Fees in RON and foreign currency for Individuals in force at the time.

7. With the closing of the current account, the Bank shall close all contracts relating to the provision of payment services, including direct debit, standing order and payment orders issued with future payment dates and shall transfer to the new bank the available money remaining in the current account.

8. If the Bank learns of the death of the Customer, by the presentation by any person concerned of his/her Death Certificate, the Bank has the right to block the Account until the conditions mentioned below are met. As an exception to the rule of informing the Bank by the submission by any person concerned of the Customer's Death Certificate, the Bank reserves the right to block the Account even if the Customer's death is made known through any other means (e.g. mass media), but this is not an obligation for the Bank.

9. In case of the Customer's death, the amounts in the Account or deposit shall be released only to persons designated in this regard by the Certificate of Succession and only within the limits set out in it (these people shall also submit the identity documents and the Customer's Death Certificate).

10. If there are several heirs with a Certificate of Succession appointed in it as beneficiaries of the amounts available in the Account and/or the deposit, the Bank will not release the amounts in the Account or terminate the deposit unless with the agreement of all the heirs.

11. The Bank reserves the right to close any of the Customer's Current Accounts without prior notice in any of the following cases:

a. The following three conditions are met cumulatively: 1. the Account balance is lower than or equal to 250 EUR (or the equivalent in the Account currency); 2. the absence of any Account transactions for a period of at least 6 consecutive months; 3. the lack of products attached to that Account;

b. Delays or refusals of submission of the documents or their modifications as requested by the Bank;

c. The occurrence of two payment incidents;

d. The failure to submit supporting documents related to the ordered Payment Transactions or their submission in an unsuitable form;

e. The violation of the Contract (see paragraph III B art. 1-15) and/or of the legal provisions.

12. Until the actual closing of the Account, the Customer shall regularise the status of the amounts in that Account, i.e. either transfer the amounts to another Account or withdraw them in cash. If the Customer does not opt for one of these two options until the actual closing of the Account, the Customer declares that he/she is aware and agrees that the Bank should close the Account and the amounts in the account on the closing date shall be kept available to the Customer in a Bank account. No amounts resulting from the Customer account closing, as specified before, shall be paid any interest from the time of the account closing.

13. The Customer's right (including when this right is exercised by the heirs appointed in the Certificate of Succession) to ask the Bank to return the amounts found in the accounts at the time of their closing following the Bank's initiative subject to the conditions referred to in sub-sections 8 and 9 of this section, shall be subject to a time-limit as provided for by the Civil Code, of 5 years from the time when the Customer is notified to that effect by the Bank via a registered letter with acknowledgment of receipt.

14. If the Customer has previously had accounts closed for which measures of enforcement by attachment had been established, the Bank reserves the right not to open new accounts for a period shorter than three months from the closing of the accounts affected by the attachment.

15. If after the full payment of the loan/deposit liquidation the Customer wishes to keep the related Current Account, he/she will express his/her expressly option by fulfilling the Bank's forms.

16. The Bank offers the Customer, free of charge, a letter to show that all contractual obligations of the latter to the Bank have been settled.

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

#### **A. RIGHTS OF THE CUSTOMER**

1. To receive the interest established under the regulations of the Bank for the cash available in the Account.

2. To replenish the Account by cash deposits at the Bank units or by transfers from other accounts opened with the Bank or other Banks. Replenishing payments in foreign currency shall be made subject to the provisions of the Foreign Exchange Regulation of the National Bank of Romania and the regulations on foreign exchange transactions in force at the time they are made.

3. To order transactions with the amounts in the Account in compliance with the Contract and the laws in force.

4. To require the closing of the Account only after the payment to the Bank of all the amounts owed to it.

5. To be provided the statement of account evidencing the Transactions performed by the Bank.

6. To request products and/or services to be attached to the Account subject to the conditions set by the Bank.

7. To benefit from preferential conditions for a defined period of time as a result of a promotion or the entry into an agreement for the payment of salaries, and at the end of the promotional period/validity of the agreement or on the termination of the agreement by the Customer the standard pricing conditions in

force at that time or under the terms of the agreement or the documents related to the promotion shall apply.

#### **B. OBLIGATIONS OF THE CUSTOMER**

1. To know and comply with these conditions of performance of transactions in the Account and the provisions of the other agreements concluded with the Bank.

2. To use the Account opened with the Bank to perform Transactions using only the standard forms of the Bank. They shall be properly filled in and shall reflect real transactions, and the Customer shall be responsible for this.

3. The Customer/Proxy shall provide the Bank in due time with accurate data, information and documents which the latter requests whenever deemed necessary in order to open each Account, product or service provided and to verify the legality of the transactions made through Accounts (debit and credit) and of the beneficial owner. If the Proxies submit to the Bank a special power of attorney, a power of attorney, etc. (documents provided for by the law in force) to open Accounts in the name of the holder Customer, they have to submit to the Bank the required documents and information both for themselves and for the Customer who is the Account holder.

Non-resident Customers shall also provide the original certificate of tax residence issued by the tax authority from the country of residence by the first interest payable and every year after that by the 10<sup>th</sup> of February to enjoy the income tax decrease. Likewise, non-resident Customers shall notify the Bank of any change of the tax residence and tax identification number (TIN) assigned to it or functional equivalent if there is no tax identification number available (or, if applicable, why it may not be supplied), and any change in tax residence.

4. To notify the Bank of any changes to the information provided to the Bank (e.g. identification data of the Customer and/or Account Proxy, the revocation of the power of attorney, etc.) and to properly replace the documents originally submitted within five business days from the date of that change. Until the receipt by the Bank of such changes from the Customer, the Bank is entitled to consider the information and identification data in its possession as valid. The Bank may not be held liable for any damage caused as a result of the failure to notify in a timely and safely the changes/additions or if they have been communicated to the Bank by the Customer without being accompanied by supporting evidence.

5. To comply with the public opening hours of the Bank, as shown in its units.

6. To pay the bank fees, charges and interests relating to the transactions and products held under the Guide of Fees in RON and foreign currency for Individuals and the List of interests in effect at the time of payment, existing at the Bank offices, on the Bank institutional website or on the website of the Remote Banking Services.

7. To be regularly informed about the changes in the fees, charges and interests from the postings at the Bank units, on the Bank institutional website or via the Remote Banking Services.

8. To perform operations in the Current Account or the Revolving Account.

9. To perform operations only within the limits of the available funds in the Account, including the amount of the fees and charges relating to the management of the Accounts and Transactions.

10. To perform replenishing payments at least at the level of the unauthorized overdraft (if applicable) and of the fees and related interest for the Transactions in the case of an overdraft.

11. To conduct at least one monthly replenishing payment for the Revolving Account with an attached credit card covering at least the amount highlighted in each account statement, calculated by the Bank based on the credit line used (an amount including all

fees, fees, charges, the insurance premium, the interest relating to the transactions and unauthorized overdraft, if applicable).

12. To obtain information regarding the status of the Account by any means provided by the Bank, including by examining the statement of account.

13. To promptly notify the Bank of any Payment Instrument that is lost, stolen, destroyed or cancelled, so that the latter might take the necessary steps to make its further use impossible.

14. The Customer irrevocably and unconditionally authorizes the Bank to recover from any Account opened with the Bank, whether current or deposit (even one which has not reached maturity), the amounts representing the payment obligations to the Bank. For the deposit accounts which have not reached maturity, the amounts remaining after the payment of the Customer's obligations to the Bank shall be transferred to the Current Account via which the deposit was established and shall be subject to the interest rate applicable to the Current Account.

15. The Customer understands and accepts that in case of exceptional changes in the circumstances underlying the start of the relationship with the Bank, beyond the control of the Bank, the performance of his/her obligations to the Bank shall become more onerous due to the rising costs of their performance.

16. The Customer agrees to assume the risk of such circumstances occurring, and is bound to fulfil the obligations to the Bank regardless of such exceptional changes of the circumstances underlying the start of the relationship with the Bank.

17. To provide the Bank with the documents requested by it as original documents or as notarised copy or, where appropriate, in any other form required by the Bank.

18. To fill in and present the FATCA forms requested by the Bank both on starting the relationship with the Bank and on updating the data and information. The Customer account holder shall complete and submit both to enter into a relationship with the Bank and to update data, CRS Information, as required by law.

19. The Customer declares that (s)he has taken note of, and agrees, that the Bank may record and store telephone conversations and electronic communications between the Customer/Proxy and the Bank. The Customer declares that (s)he has informed, and obtained the consent of, the relevant persons (the Proxy) for the recording of the telephone conversations and electronic communication messages. The Customer also agrees irrevocably and unconditionally that these recordings are admissible and conclusive evidence (including in court) regarding the content of the recorded conversations/messages and may be used in any judicial, extrajudicial, administrative or arbitration proceedings. The Customer has the right to refuse the recording of the conversation at the time of its initiation, in which case, the communication shall be resumed by other means of communication available to the Parties.

## **C. RIGHTS OF THE BANK**

1. To ask the Customer/Account Proxy for the documents regarding the purpose of the bank services to be carried out via the Bank.

2. To refuse to open accounts or conduct transactions ordered by Customer/Account Proxy if the Bank KYC and Customer acceptance policy is not observed.

3. To consider any payment made in its favour from the date of registration of the amount in the account.

4. To ask in writing for information about the Customer or/and the Account Proxy in cases where there are gaps in the information held by the Bank or when the Bank considers that the information held on the aforementioned persons is not complete, accurate or is contradictory.

5. To suspend the performance of any operation in the Customer's account starting from the date of the request referred to in sub-section 4 up to the receipt of all required information in terms

satisfactory to the Bank. If the Customer does not provide the information by the deadline specified by the Bank or the provided information is subsequently found not to be true, the Bank reserves the right to reconsider its relationship with the Customer, including by closing his/her accounts.

6. To modify:

- The management fee for the current account attached to a loan or deposit;

- Transaction fees (related to those products/services for which the Customer has the right to choose - e.g. transfers, payments) and to inform the Customer by posting at the Bank units, on the institutional website or via the internet banking service.

7. To retain, without this being an obligation for the Bank, from any account of the Customer opened with the Bank, the owed fees, interests, bank charges and outstanding loan instalments without any prior notice given to the Customer if the account specified by Contract does not have the amounts required to cover such expenses and, where appropriate, to carry out foreign exchange transactions at its own exchange rate to buy foreign currency/RON and to replenish the Customer's current account in foreign currency/RON. The Customer shall not be exempted from the payment of any penalties for the amounts due or from the registration thereof with entities that collect data on Customers' creditworthiness.

8. To make payments from the Customer's accounts opened with the Bank (excluding the Revolving Account), without the consent thereof, on the basis of judgments or arbitral awards, both final and enforceable, and other enforceable titles provided for by law, following a request of the entitled persons/entities.

9. To block the Customer's Current Account in case of not replenishing the overdraft for three consecutive months and in case of recording an unauthorised overdraft for the current account. Furthermore, to block the Revolving Account with an attached credit card if the Customer does not replenish the mandatory minimum payment amount, within the deadline set in the contract for issuing the credit card.

10. Not to use its own funds in any transactions ordered by the Customer/Account Proxies and it may not be held liable for the consequences resulting from the failure to perform the transactions due to the lack of funds in the Customer's account.

11. To refuse to perform any transaction in the account if it has suspicions about the Account Proxies on the nature of the transaction and also if the underlying documents present suspicious elements.

12. To transmit to the Credit Bureau, the Payment Incident Register, the Central Credit Register all risk information and the information on loan products, fraudulent activity and information about the inaccuracies from the documents/statements recorded on behalf of the Customer/Account Proxies for processing and consultation whenever necessary.

13. To calculate late payment charges for the amounts owed to the Bank by the Customer, all of which may exceed the amount owed by the Customer. The level of those charges is different for each type of payment obligation and is posted at the Bank offices.

14. To grant the Customer preferential rate conditions based on the fulfilment of eligibility conditions laid down by the Bank, which have been communicated to the Customer. If the Customer no longer complies with the conditions of eligibility, the Bank has the right to apply the standard rate conditions from the date when the Customer no longer complies with those eligibility conditions.

15. The Bank may carry out any power of attorney, authorization, instruction such as a power of attorney given by the Customer by means of the Bank's staff or a subsidiary thereof, by means of a correspondent credit institution or another credit institution.

16. Each power of attorney, authorization, statement such as a power of attorney given by the Customer to the Bank is deemed irrevocable unless the Parties expressly agree in writing on the possibility of revocation.

17. The Bank may offset any outstanding obligation due by the Customer to the Bank against any payment obligation of the Bank to the Customer, regardless of the place of payment, the branch where the payment is made or the currency of any obligation. If the obligations are in different currencies, the Bank may convert any obligations into another currency so as to perform the offsetting using the exchange rate that the Bank uses on the offsetting date, in the normal course of its activities for similar transactions.

18. If between the Bank and the Customer there are several legal relations or more accounts, the Customer will not be able to perform an offsetting between asset and liability balances without the consent of the Bank. The Bank and the Customer expressly agree that in the legal relations between the Bank and the Customer there will be no offsets between asset and liability balances, except to the extent that the Bank gives its prior written consent on a specific offsetting operation.

19. To submit information for banking secrecy within the meaning of Emergency Ordinance no. 99/2006, by third parties (including ANAF) in the terms and conditions stipulated by the provisions of these General Banking Conditions and/or any other legal provisions that compel the Bank to transmit such information.

#### **D. OBLIGATIONS OF THE BANK**

1. To conduct the banking transactions in the Customer's account ordered by the same or by the Account Proxy in writing or by any other means agreed between the Bank and the Customer, but only subject to the funds in the Account and in compliance with its own rules and domestic and international banking rules and practices.

2. To debit the Account with the amount of the transactions performed in a currency other than that of the Account based on the exchange rate used by the Bank on the day of the transaction and notified to the Customer by way of the statement of account.

3. To retain in its archives a copy of the application forms filled in by the Customer on the goods and services contracted for at least 10 years from their receipt.

4. Not to send a Payment Instrument to the Customer that has not been requested unless the Payment Instrument already submitted to the user thereof must be replaced.

5. To provide the Customer upon the termination of the Contract, free of charge and without any request from the Customer, with a document showing that all the obligations between the Parties arising from that contract have been settled.

#### **IV. KNOW YOUR CUSTOMER, PREVENTION OF MONEY LAUNDERING AND TERRORISM FINANCING**

1. The Bank shall not open or operate anonymous accounts for which the identity of the Customer who is the holder or the beneficial owner is not known and properly highlighted or accounts under fictitious names.

2. On starting a Bank-Customer relation, on opening accounts or providing services and for determining the circumstances and purpose of the transactions, the Bank may ask the Customer/Account Proxy for additional documents to verify their identity, to demonstrate the transaction/operation performed via the Customer accounts and/or determine the beneficial owners of those transactions.

3. The Bank reserves the right to refuse transactions in/from the Customer's accounts or to terminate the Customer relations in the event of misrepresentation or suspicions about the truthfulness of the information declared by the Customer/Account Proxy, including when they present to the Bank Payment Instruments that

can be deemed as potentially fraudulent, causing payment risks, including those instruments that may affect the finality of the settlement as they are subject to sanctions provided for by the laws in force.

4. The Customer is required to update his/her personal data for the entire duration of the Contract, including on his/her acquiring the capacity of U.S. resident under the FATCA reporting requirements. The Customer account holder shall update data with CRS Information on the entire duration of the Contract. If the Customer/ Customer account holder does not comply with the obligation thereof to update the personal data, the Bank has the right not to perform the requested transactions.

Based on the information and documents submitted by the Customer, provided that they meet the legal requirements, the Bank shall update the personal data thereof. The update of the data and information is a continuous process which is performed with the participation of the Bank and of the Customer and the latter is required to provide the Bank with any document which may be requested.

5. In the event that a Customer is represented in the relationship with the Bank by another person acting as an agent, appropriate adult, guardian or in any other capacity, the Bank shall also obtain and verify the information and documents about the identity of the representative and, where appropriate, those relating to the nature and limits of the empowerment.

The identity verification also applies for the beneficial owner and for the risk-based verification of the identity thereof.

6. In all cases in which the Customer/Account Proxy performs cash and/or transfer transactions with amounts of at least EUR 15,000 or the equivalent (or cumulative) during a Bank day, the Customer has the obligation to submit to the Bank the documents on the source of the funds and to fill in the statement on the identity of the beneficial owner.

#### **V. CONFIDENTIALITY**

The Bank and the Customer/Account Proxy undertake to comply with the confidentiality of all the facts, data, documents and information arising from the Customer-Bank relationship, except as required by law or to resolve disputes related to card transactions.

#### **VI. FINAL PROVISIONS**

##### **A AMENDMENT OF THE CONTRACT**

1. Any changes proposed by the Bank regarding the terms of the Contract shall be notified to the Customer by any approved means of communication at least two months before the proposed date of application thereof.

2. The Bank shall consider that the amendments are accepted by the Customer unless the Customer notifies the Bank in writing before the proposed date for their entry into force of the failure to accept the changes.

3. In this situation, the Customer has the right to terminate the Contract immediately and free of charge before the proposed date for the entry into force of the amendments.

##### **B. DURATION OF THE CONTRACT**

1 The Contract is concluded for an indefinite period.

2. The Contract terminates by:

a. Mutual consent;

b. Unilateral termination:

- By the Bank, subject to 60 calendar days' notice;

- By the Customer, subject to 30 calendar days' notice.

- c. When expressly specified in the Contract or in the forms, specific contracts concluded between the Customer and the Bank.
3. The termination has the effect of closing the account and all its attached products and services.

## **C. CUSTOMER - BANK COMMUNICATION**

1. The correspondence addressed to the Bank by the Customer shall be effected by registered letter with acknowledgment of receipt or by other means acceptable to the Bank (depending on how the Bank agreed in the contracts/forms related to the products/services).
2. The registered letter shall be sent by the Customer to the unit where the Current Account/Revolving Account thereof is opened, as mentioned in the account opening form.
3. The Customer shall always ensure that the notices thereof sent to the Bank reach the destination by the deadline set to be considered by the Bank.
4. The documents drafted in foreign languages shall be presented to the Bank together with their translation into Romanian and the notarization by a Notary of the sworn translator's signature.
5. The correspondence/notices to the Customer by the Bank shall be deemed sent in any of these cases:
  - The Bank has a copy of the mail signed by the Customer;
  - The relevant correspondence/notification is highlighted in a delivery document signed by courier or postal order companies;
  - It is received by the Customer on the date of its sending by the Bank through alternative channels (the Bank website, [www.brd.ro](http://www.brd.ro), MyBRD Contact/telephone, email, fax, SMS, etc.).
6. The correspondence sent to the Customer by the Bank is considered properly addressed if it is sent to the last address or the last telephone number or last email address notified to the Bank by the Customer under the Contract.
7. The communication between the Parties shall be in Romanian.

## **D. GUARANTEE OF THE FUNDS HELD**

### **I. BANK DEPOSIT GUARANTEE FUND (FGDB)**

In Romania bank's deposit are guarantee by BNR approved scheme. Bank Deposit Guarantee Fund (FGDB) is the statutory scheme officially recognize in Romania. The guarantee of the deposits activity is carried out according to the provisions of the Law 311/2015 regarding the deposit guarantee schemes and the Bank Deposit Guarantee Fund.

The Bank is participating in the Deposit Guarantee Fund in the Banking System in Romania as governed by Title II of Law 311/2015.

Depositor's debts toward BRD - Groupe Société Générale SA are taken into account when calculating the compensation payable under the terms of Title I - Deposit Guarantee Schemes of Law 311/2015 on deposit guarantees schemes and Bank Deposit Guarantee Fund.

Excepted from compensation payments are deposits included in unsecured categories as presented in the list of unsecured deposits, according with the Law 311/2015 on deposits guarantee schemes and Bank Deposit Guarantee Fund.

Additional information is available at: <http://www.fgdb.ro/>

## **II. LIST OF UNSECURED DEPOSITS – ANNEX 1 LAW 311/2015**

1. Deposits of a credit institution settled on its own behalf, according to the provisions of art.64 paragraph (2) of the Law 311/2015
2. Instruments defined as owned funds, as these are defined at art.4, paragraph (1) point 118 from the E.U. Regulation 575/2013

3. Deposits resulted from transactions in connection with definitely judge decisions for conviction for crime of money laundering, according to the legislation in the area of prevention and fighting against money laundering. The assignment of the deposits in this category it made by the deposits guarantee scheme, based on the information received from the competent authorities, from the credit institution whose deposits became unavailable or from the liquidator assigned by the Court, if the case.
4. Deposits of the financial institutions, as these are defined at art.4, paragraph (1) point 26 from the E.U. Regulations 575/2013
5. Deposits of the investment companies, as these are defined at art.4, paragraph (1) point 26 from the E.U. Regulations 575/2013
6. Deposits for which the identity of the holder was not verified until the moment they become unavailable, according to the legislation in the area of prevention and fighting against money laundering.
7. Deposits of the insurers and reinsurers, as these were defined at art.2, letter A, pt.5 and 39 from the Law 32/2000 regarding the activity of insurance and insurance surveillance with the subsequent amendments.
8. Deposits of the collective investments entities are these were defined by the capital market legislation.
9. Deposits of the pensions funds.
10. Deposits of the central, local and regional authorities.
11. Transferable securities such as debt issued by the credit institution, as well as obligations derived from own acceptances and promissory notes.

## **E. FORCE MAJEURE**

1. The Bank and the Customer shall not be liable for any loss due to the disruption of the transactions in question caused by the Force Majeure.
2. The Force Majeure event is any unforeseeable, unavoidable event beyond the control of either Party, which absolutely prevents it from wholly or partially meeting its contractual obligations (e.g. natural disasters, strikes, war).
3. In case of Force Majeure, the affected Party shall communicate the occurrence of the Force Majeure event by telephone or fax, within a maximum of five calendar days, and in the next 15 calendar days it shall submit the certificate issued by the competent authorities on the Force Majeure event by registered letter or by submission to the Bank.

## **F. APPLICABLE LAW. DISPUTES**

1. The relations between the Bank and the Customer shall be governed by the Romanian law.
2. This Contract is written in Romanian.
3. Any dispute shall be resolved amicably by the Parties hereto. Otherwise, it shall be settled by the competent court in the territorial jurisdiction of which the Bank unit where the Customer has opened the account is located.
4. If the Customer considers the same injured in his/her rights, he/she may resort to extrajudicial dispute solving procedures in the following ways:
  - By notifying the National Authority for Consumer Protection;
  - If the Customer considers that his/her rights arising from the performance of a payment service have been violated, as regulated by the Emergency Government Ordinance no. 113/2009, by using the mediation procedure, according to Law no.192/2006.

## **G. OTHER PROVISIONS**

1. The Customer/Account Proxy declares that the information contained in all the documents provided to the Bank is true given that false statements are punishable under the Criminal Code.

2. The Customer/Account Proxy confirms that he/she has received a copy of the General Banking Terms for Individuals, the Guide of Fees in RON and foreign currency for Individuals and the List of Interests, and that he/she is aware of, and agrees with, the content of each clause thereof.

3. The Customer/Account Proxy freely expresses his/her consent to contract, with the intent to be required under the provisions of these General Banking Terms for Individuals in their entirety and to sign these General Banking Terms for Individuals with the intent to freely obtain all the rights and obligations under these General Banking Terms for Individuals, which he/she considers to be fair. The Customer declares that the Bank has made available all the documents necessary for the correct understanding by the Customer of these General Banking Terms for Individuals and all aspects related thereto.

4. All the persons who are Parties of various contracts entered into with the Bank as: **legal representatives** (in the case of contracts entered into with minors), **users** (in the case of card contracts), **co-borrower or guarantor** (in the case of loan contracts) etc. state that they have received a copy of these General Banking Terms for Individuals, that they are aware of, and agree with, their content, and are subject to the applicable provisions hereof.

## **BANKING PRODUCTS AND SERVICES**

### **I. CURRENT NOMINAL ACCOUNT**

1. The nominal account is a Current Account opened for an indefinite period, on behalf of a single Customer, with the minimum age of 18 (excluding the current account for the Sprint card for which the minimum age is 14 in completed years).

2. The Customer has the right to appoint Account Proxies (two persons as the standard) that may perform transactions in that account within the limits set by the empowerment.

3. The current account is also intended for the registration of card transactions carried out under this Contract.

4. The Customer is required to keep the Current Account throughout the existence of the products attached to it (term deposits, loans, cards, etc.).

### **II. REVOLVING ACCOUNT**

1. The Revolving Account (an account with an attached credit card) is the account opened automatically by the Bank on behalf of a single Customer as a result of the request by the latter for the issue of a credit card.

2. The Revolving Account reflects only transactions made through the Credit Card and the fees, interests, insurance premium related thereto.

3. The Customer has the right to appoint Revolving Account Proxies who also act as additional Credit Card users (two persons as the standard).

### **III. TERM DEPOSIT**

#### **A. NOTION**

1. The deposit account is an account opened for a defined period on behalf of a Customer, with a savings function.

In accordance with art. 3, paragraph 1, letter h of the Law no. 311/2015 on deposit guarantee schemes and Bank Deposits Guarantee Fund, a deposit is considered to be any credit balance, including the due interest, resulting from funds held in an account or from transitory situations deriving from current banking operations and that the credit institution has to reimburse, according to the legal and contractual applicable conditions, which is not found in any of the credit balance situations covered by art. 5 of the Law no. 311/2015.

#### **B. TYPES OF DEPOSIT ACCOUNTS**

The Bank offers the following types of deposit accounts:

1. Term deposits with fixed or variable interest

1.1. The interest may be paid in one of the following means of payment of the interest (according to the lists of interest posted in the agencies)

- a) Every month;
- b) On maturity, with or without capitalisation;
- c) Progressively for 6 anniversary half-year periods from the date of establishment.

1.2. As preferred by the Customer, term deposits may be established with two options:

- a) With an automatic renewal on maturity (except the deposit with progressive interest);
- b) Without automatic renewal on maturity.

2. Term deposits with a negotiated interest, with the interest payment on maturity (when the deposit term expires) and without an automatic renewal on maturity.

#### **C. FEATURES:**

- A deposit is established/liquidated by debiting/crediting the Current Account.

- The amounts from interest related to the Customer deposits (except those for capitalisation deposits) are collected in the Current Account.

- Earnings from interest on term deposits are taxed according to the tax provisions in force.

- No partial payments and withdrawals are allowed from the deposit account; neither are intra and inter-bank receipts or subsequent deposits of cash into the deposit account.

- For term deposits with fixed, variable or progressive interest, the interest is calculated for a calendar year of 365 days;

- For fixed interest deposits, the interest from the time of establishment stays the same until maturity and for variable interest deposits, the interest may vary for the duration of the deposit according to the financial and banking market.

- For term deposits with a negotiated interest the interest is calculated for a calendar year of 360 days, except GBP and PLN currencies for which the basis for the calculation shall be 365 days;

- The withdrawal of any amounts from the deposit before maturity entails its termination and the remuneration of the deposit at a rate of the deposit which is equal to the sight interest rate used by the Bank at the time of terminating the deposit. The amount of the deposit and the sight interest applied by the Bank at the time of termination of the deposit shall be transferred to the Current Account.

- For term deposits with fixed interest paid every month in the Current Account at the time of the termination, the Customer expressly and irrevocably authorises the Bank to retain from the amount established in the deposit the difference between the interest paid every month in the Current Account until the termination of the deposit and the sight interest applicable to the amounts established in the deposit;

- For term deposits with progressive interest paid every half year on top of the funds in the deposit account (capitalisation) for six half-year periods from the date of establishment at the time of the termination the Bank shall pay the interest calculated for concluded anniversary half-year periods until the termination of the deposit plus the sight interest calculated pro rata for the current half-year period.

- If the deposit is established on a non-banking day/bank holiday, its establishment is considered to be performed on the next banking day.

- If the deposit expires on a non-banking day/bank holiday, its maturity shall be deemed to be the same day. For deposits with



automatic renewal, a new deposit shall be automatically established with the interest rate valid at the time of the renewal and on the same terms as the original one. If the Customer subsequently requests other conditions for that deposit, the renewed deposit shall be cancelled and another one shall be established subject to the specified conditions.

#### IV. OTHER SAVINGS AND INVESTMENT PRODUCTS

1. The Bank also offers Customers other savings and investment products, as follows:

- a) Certificates of deposit;
- b) Collateral deposit accounts (deposits for payment orders with maturity, administrator guarantee deposits, escrow accounts and other collateral deposits – established guarantees).

These products are regulated individually by their respective specific bank conditions available in their respective purchase forms (contracts or documentation).

#### V. SAVINGS ACCOUNTS (ATUSTART, ATUSPRINT, ATUCONT, SMART CONT)

##### A. NOTION

1. Savings accounts are savings products established in RON, EUR or USD which combine the advantages of a current account with those of a term deposit.

##### B. TYPES OF SAVINGS ACCOUNTS

The Bank has in its offer the following types of savings accounts:

###### 1. Atustart:

- For Customers aged 0 to 14 (non-completed age).

###### 2. Atusprint:

- For Customers aged 14 (completed age) to 18 (non-completed age).

###### 3. Atucont:

- Savings account for Bank Customers with a minimum age of 14.

###### 4. Smart Cont:

- Savings account for Bank Customers of at least 18 years of age, opened for an indefinite period in EUR when depositing in cash or by transfer in it the amounts of money for the savings.

- A minimum amount has to be maintained in the account to benefit from interest.

- Varying interest percentages apply depending on certain balance intervals determined by the Bank on a quarterly basis.

- After 01.09.2015, Smart Cont can't be contracted; the provisions of this Contract address exclusively to Customers that acquired the product before the above mentioned date.

##### C. FEATURES

- Savings accounts are opened for an indefinite period when depositing in cash or by transfer of the amounts of money for the savings into the savings accounts.

- Depending on their type, savings accounts have a minimum amount set which has to be kept in the account for the calculation of the interest.

- In the calculation of the maximum ceiling (valid only for Atustart and Atusprint accounts) the interests are not included.

- Minors under 14 years of age may be holders of savings accounts intended for these types of customers (Atustart accounts) only with the consent of their Legal Representatives, but may not conduct the operations related to these accounts as these are only performed by the Legal Representatives.

- Minors aged 14 to 18 may be holders of savings accounts intended for these types of customers (Atusprint accounts) and

may conduct transactions in relation to these accounts with the consent of their Legal Representatives, as materialised by the signing of the specific documents.

#### D. ALLOWED TRANSACTIONS

1. Deposits/withdrawals of cash in/from the savings account at the Bank units in compliance with the minimum balance in the account and/or the maximum threshold (if applicable).

2. Intra and inter-bank receipts in the savings account.

3. Transfer payments from the savings account to the Current Account of the Customer, opened with any Bank unit, subject to the minimum balance in the account (if applicable).

#### E. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

##### a. Rights of the Customer:

1. To receive the interest determined on a quarterly basis by the Bank for the funds available in this account.

2. To designate the Account Proxy.

3. To perform, either personally or through his/her Account Proxy, the transactions referred to in art. D – “Allowed Transactions” if the empowerment does not expressly provide a limitation of the allowed transactions.

4. Transactions in the accounts whose the holders are minors shall be made in accordance with the laws in force and the guardianship court decisions.

5. The closing of the savings account is based on the written request of the Customer who is the holder or of the Account Proxy.

##### b. Obligations of the Customer:

1. To maintain (personally or through his/her legal representative in the case of Atustart, Atusprint and Atucont, if applicable), in the savings account, the minimum balance established for the currency (RON, EUR, USD), if applicable.

2. Not to exceed, personally or through his/her legal representative, the maximum threshold for the Atustart and Atusprint accounts.

3. Not to request payments by transfer to other accounts than his/her Current Account.

#### F. RIGHTS AND OBLIGATIONS OF THE BANK

##### a. Rights of the Bank:

1. To determine the interest paid on the savings account on a quarterly basis (on the 1<sup>st</sup> day of each calendar quarter). For Atustart, Atucont and Atusprint, the reference dates for the calculation of the interest are 1<sup>st</sup> and the 15<sup>th</sup> of each month and the balance to which the interest rate applies is determined by the following rules: deposits/receipts made on 1<sup>st</sup> and the 15<sup>th</sup> of each month are added to the reference balance for calculating the interest starting from those dates; deposits/receipts made on any other day of the month (except the 1<sup>st</sup> and the 15<sup>th</sup>) are added to the reference balance for calculating the interest starting from the next calendar date of the 1<sup>st</sup> and the 15<sup>th</sup>; withdrawals/transfers made on the 1<sup>st</sup> and the 15<sup>th</sup> diminish the reference balance for calculating the interest starting from those dates; withdrawals/transfers made at any other time (except the 1<sup>st</sup> and the 15<sup>th</sup>) decrease the reference balance for interest calculation retroactive to the date of the operation, starting from the 1<sup>st</sup> and the 15<sup>th</sup> above.

For Smart Cont, the interest is calculated on the daily balance of the account and is capitalized monthly on the 1<sup>st</sup> of each month, regardless of the date of the account opening.

2. To refuse to pay the Payment Instruments if they affect the minimum balance in the account (except Smart Cont) or the deposits if they exceed the maximum threshold (in the case of Atustart and Atusprint). If the transaction of collection in the

account by transfer leads to exceeding the maximum permissible threshold, the Bank will inform the Customer/Legal Representative within two business days. The Customer/Legal Representative may collect the amount of this transaction in cash from the Bank unit where the account opening application was submitted.

3. For Atustart and Atusprint accounts: in case of fulfilment of the Customer's maximum age allowed under the terms of that savings account, the Bank has the right to transfer in full the cash from the savings account, as follows: from Atustart to Atusprint and from Atusprint to Atucount (subject to the minimum balance). Through this article, the Customer expressly authorizes the Bank to perform this transfer operation. The transfer is free and is carried out on the 1<sup>st</sup> and the 15<sup>th</sup> of the month immediately after the anniversary of the Customer. If the transfer from Atusprint to Atucount is not available due to not complying with the minimum balance, the funds will be fully transferred to a current account opened with the Bank on behalf of the Customer. The account is automatically opened by the Bank in the savings account currency and shall be subject to the rules laid down by the General Banking Terms for Individuals. The new current account bears sight interest and fees, according to the Guide of Fees in RON and foreign currency for Individuals.

#### **b. Obligations of the Bank:**

1. To display on a quarterly basis on the 1<sup>st</sup> of each calendar quarter, at its offices, the interest rate on the savings accounts.
2. To pay interest in the savings account of the Customer (to capitalize) on a quarterly basis (on the 1<sup>st</sup> of each quarter) for Atustart, Atusprint and Atucount and every month (on the 1<sup>st</sup> of each month) for Smart Cont, respectively.
3. The gains derived from the interest on savings products are taxed according to the tax provisions in force.

## **VI. BANK CARD**

### **A. GENERAL**

1. The Bank offers its Customers debit cards and, where appropriate, debit cards with an Authorised Overdraft facility attached to the current accounts in Lei and / or foreign currency and credit cards. These may be used for commercial transactions, including the payment of various services and utilities and/or release of cash, both in Romania and abroad (depending on the card type).
2. At the Customer's request, by filling in the standard Bank forms and after the approval of the application by the Bank, it shall issue the card and the related PIN number.
3. The Account Proxy is entitled to request the issue in its name of a Debit Card attached to the Current Account provided the Customer who is the Account holder is also the Holder of a Debit Card attached to that Current Account. The Account Proxy may only request the same type of Debit Card as the Customer who is the Account holder and the latter agrees that each fee associated with the Card issued in the name of the Account Proxy should be charged from the Current Account of the Customer who is the Account holder.

### **B. CONDITIONS FOR USE OF CARDS**

#### **1. Definition of terms used**

##### **a. Accepting entity:** means any:

- Entity (public institution or person, irrespective of the legal form of organization, authorized by law to do business) that has a contract to accept Cards with a commercial bank or
- Unit of a commercial bank or automatic teller machine that enables Card transactions.

**b. Card:** electronic payment instrument through which the Holder/User has access to the money in the attached Account, opened in the same currency with the Bank, in compliance with the Contract.

By filling in the standard forms of the Bank, the individual requests the opening of a Current Account in his/her own name/requests the attaching to an existing Current Account of a Debit Card usable on that Account, thus becoming the holder of an account with an attached Debit Card.

By filling in the standard forms of the Bank and following an analysis of the creditworthiness, the Customer may become the Holder of a Credit Card.

**c. Exchange rate applicable to card related transactions:** the exchange rate applied to Card transactions when the currency of the Current/Revolving Account differs from the currency of the transaction or the settlement currency of card organizations, if applicable. Details of the method of calculation and the exchange rate applied to transactions made with the card are available on [www.brd.ro](http://www.brd.ro).

**d. Holder:** an individual, the Account holder holding a Card issued by the Bank.

**E. Card usage limits:** limits set by the Bank for the security of the transactions and the protection of the Holder/User and which refer to both the number and the value of the Transactions that can be performed with the Card within a certain period.

**f. Legal Representative (for SPRINT cards):** the Legal Representative who has given the express consent by signing the related documents for opening the Current Account and issuing the Card for the Holder (Account Holder) and who has read and approved the transactions allowed to the same. The Legal Representative, together with the Card Holder, is jointly liable with respect to the obligations undertaken to the Bank.

**g. Card organization:** an international organization (Visa, MasterCard, etc.) governing the terms and conditions of use of own-branded cards.

**h. PIN:** is a personal identification code provided by the Bank for use in Card transactions at electronic payment terminals and ATMs. This code is required for authorising transactions ordered by the Holder/User. The PIN code is a Security Feature and is strictly personal and confidential and should not be revealed to anyone under any circumstances, regardless of context.

**i. Refusal to pay:** the means by which the Holder/User may challenge a Transaction made with the card that has not been completed or has been performed without his/her consent (unauthorized).

**j. Terminals:** electronic or mechanical devices that allow the Card Holder/User to perform payment Transactions, cash withdrawals and deposits, and other types of transactions, such as: paying utilities, balance inquiry etc.

**k. User:** an individual with the minimum age of 14, on behalf of whom the issue of a card has been requested (by the standard forms of the Bank and by providing identification data), to whom the Customer who is the Account holder has given the right to perform transactions in the Current Account/Revolving Account of the latter as the Account Proxy.

BRD-ISIC and SPRINT cards are not issued for Users.

#### **2. Issue of cards and PIN codes**

2.1. The Bank shall send the card to the Holder/User no later than 45 calendar days from the date of its request by the Holder/User. The Holder/User shall sign the Card immediately upon receipt at the Bank counter. The PIN shall only be sent by the Bank to the Holder/User on paper.

For the Standard or Gold credit card with shopping rates, the PIN will be sent by the Bank to the Holder / User via SMS to the valid mobile number previously declared to the Bank.

For other cards, the PIN will be made available by the Bank to the Holder / User by mail format in the BRD Agency.

2.2. For the newly issued Standard and Gold credit cards with shopping rates, to receive the PIN via SMS, the card's Holder / User will transmit after receiving the card the unique password via SMS to the phone number:

- 0371700059 (customers of the national telephone operators Orange, Vodafone and Telekom);
- 1739 (customers of the national telephone operator RCS-RDS);
- +447786201772 (customers of the international telephony operators)

The unique password is formed by the last 4 digits of the card number and the last 4 digits of the CNP (personal identification code without spaces or symbols). For non-resident customers without CNP - personal identification number, the unique password is formed by the last 4 digits of the card number and the last 4 digits of the identification document declared to BRD. The SMS containing the unique password sent by the Holder / User is charged according to the standard tariff of the telephone operators.

If the mobile phone number, declared to the Bank by the card's Holder/User to receive the PIN by SMS, benefit of SMS included (for telephone operators Orange, Vodafone and Telekom), the transmission of the unique password via SMS will not involve additional costs.

In case of the credit cards with shopping rates issued starting November 15, 2016, the PIN via SMS must be requested via SMS with the unique password to the phone numbers mentioned above within a maximum of 90 days from the date of the card issuing. The customer will require the PIN regeneration after expiring this period. The PIN regeneration will be charged according to the List of Fees and Commissions of the Bank.

2.3 The PIN regeneration may be requested by the card's Holder /User by calling MyBRD Contact or in the Bank's Agencies. Subsequently the request, the Holder / User shall submit to the Bank an SMS (to the telephone number mentioned above) containing the unique password (the combination of figures presented at 2.2) within 30 days from the date of the request. After this period the customer will request another PIN regeneration. The PIN regenerated will be received by the card's Holder / User through SMS, within 24 hours from the transmission of the unique password via SMS.

2.4 To enhance the security, the card shall be sent inactive to the Holder/User. The card shall be automatically enabled upon the first transaction confirmed with the PIN code carried out in the country or abroad. In case the Holder/User has difficulty in enabling the PIN code, he/she may call the MyBRD Contact Service at any time: 021 302 61 61 (regular charge number in the Telekom Romania network), 0800 803 803 (TelVerde free telephone number in the Telekom Romania network) or \*BANCA (\*22622) (charged as a network call from any Orange or Vodafone number).

2.5 The card may be enabled at any time during its validity.

2.6 The card is the property of the Bank. The Bank may require its return or may authorize a third party to retain it on its behalf.

### **3. Security features. Notices for use without right or any other unauthorized use**

3.1. The Holder/User shall ensure that the card and Security Features are kept in good condition so as not to be lost, stolen, damaged or become the possession of any other person.

3.2. The operations performed at the accepting traders or service providers that have implemented 3D Secure service, the Holder / User will receive by SMS to the valid mobile phone number previously declared to the Bank, a unique validation code for operations. In the payment screen, the Holder / User should choose the mobile phone number (if declared several phone numbers) to receive the unique validation code for the operation. The confirmation of the operation will be done by entering the unique validation code in predefined field on the payment screen. The code is issued for each online transaction made on a 3D

Secure enrolled website, being unique per transaction and valid for 15 minutes. If the Holder / User has not declared any phone number in the database of the Bank, or any of the numbers listed are no longer available, The Holder / User can transmit / communicate the Bank a new phone number to MyBRD Contact service or to any agency of the Bank.

3.3. The Holder/User may allow other people to find out the card number only in the following situations:

- a) To execute a purchase/cash withdrawal;
- b) For reporting the loss or theft of the Card or at the Bank's request.

3.4. The Holder/User shall have the following obligations with respect to the use of the PIN and eCommerce password under penalty of bearing full damage:

- a) Upon the receipt of the sealed envelope containing the PIN, the Holder/ User shall memorize the PIN and destroy that envelope; when the PIN was received by SMS, the PIN should be memorised and the SMS deleted;
- b) if the Holder/User choose to receive the PIN on paper He/She shall immediately notify the Bank if the envelope containing the PIN has not been received sealed;
- c) He/she shall not write the PIN/eCommerce password on the card or other items kept with the card;
- d) He/she shall use the PIN/eCommerce password so that it should not be seen by other persons;
- e) He/she shall not to communicate the PIN/eCommerce password thereof to anyone else (including Bank staff, the police or other authorities);
- f) If the PIN or other customized Security Feature is learned by another person, he/she shall notify/inform the Bank and request the blocking of the Card and request the issue of a new card subject to the related fee.
- g) He/she shall ensure the security of the work station from where the eCommerce transactions are initiated subject to the minimum conditions:
  - The use of an antivirus software and an anti-spyware software with the signatures updated on a regular basis (daily) to regularly scan the computer;
  - The installation and enabling of a firewall;
  - The update of the system in terms of security by installing the latest updates by the manufacturer of the operating system and the latest versions of browsers (Internet Explorer/Firefox/Chrome/Safari), also updated with the latest patches.

The Bank shall never request the login or identification data (account, PIN or password). Any such initiative shall be deemed attempted fraud and shall be reported as soon as possible to the Bank. In case of computer attacks, the Customer agrees to work with the Bank for identifying the source of the attack.

3.5. The obligations regarding the keeping of the PIN/eCommerce password above also apply for the other customized Security Features.

3.6. If he/she no longer remembers the PIN, he/she must notify/announce the Bank and request the PIN regeneration (for which he/she pays a fee according to the Guide of Fees in RON and foreign currency for Individuals, in force at that time).

3.7. If the card is lost, stolen or used without right or he/she notices an unauthorized use, the Holder/User (and the Legal Representative in case of Sprint cards) shall notify the Bank without undue delay, as follows:

- a) By telephone notification of the Bank, at the MyBRD Contact Service at any time: 021 302 61 61 (regular charge number in the Telekom Romania network), 0800 803 803 (TelVerde free telephone number in the Telekom Romania network) or \*BANCA (\*22622) (charged as a network call from any Orange or Vodafone number); the MyBRD Contact service is available 24/7

b) By presentation to a Bank unit for filling in the specific forms as soon as possible.

3.8. In addition to the obligations of reporting to the Bank, in case of theft of the Card, the Holder/User is required to report the criminal investigation bodies no later than 24 hours from observing the event. If the Holder/User does not comply with the obligations stipulated in this Article, he/she is considered to have acted with gross negligence and will fully bear the financial losses.

3.9. In case the Card is lost or stolen, the Holder/User may request the restoration of the card by telephone (the User only for own cards and the Holder for own cards and the cards of the Users) and shall fill in and sign the specific forms when collecting the new Card.

3.10. The Bank shall proceed with locking the Card of the Holder/User immediately after the report by telephone of the disappearance of the card or after receiving the notice on the loss or theft of the card, if the Holder/User has not previously reported it the Bank by telephone.

3.11. The blocking of the card becomes effective after the Bank has taken adequate measures and the Holder/User who announced the case by telephone has received confirmation that the card in question has actually been blocked, as requested by the Holder/User.

3.12. The request for replacement of the lost/stolen card means that the Holder/User shall bear the related fee in accordance with the Guide of Fees in RON and foreign currency for Individuals, available in all Bank units and on the website of [www.brd.ro](http://www.brd.ro).

3.13. If the Holder/User recovers the lost or stolen card after informing the Bank by telephone, the same is required to return it immediately to any unit of the Bank.

#### **4. Using the Card**

4.1. The card may be only used by the Holder/User in whose name it was issued.

4.2. The Card may be used by the Holder/User starting from the receipt of the Card until the last calendar day of the month mentioned on the card.

4.3. Transactions which may be made by the Holders/Users of cards:

a) The payment for goods and/or services provided by accepting traders or service providers, including liberal professions, which have displayed the card organization logo related to the type of card issued by the Bank (except the Sprint card that may not be used to pay utility/service bills at traders);

b) The payment to the public administration authorities who have displayed the Card acceptance logos (except the Sprint card);

c) Obtaining cash from bank unit counters (own ones or those of other accepting entities) upon the presentation of an identity document (if required);

d) Obtaining cash from ATMs that display the Card acceptance logos;

e) Making utility payments from the Bank ATMs;

f) Access to other optional services offered by the Bank subject to signing special requests (except the Sprint card);

g) The transfer of funds between own accounts and or third-party accounts (except the Sprint card);

h) Obtaining information on the Current or Revolving Account balance at ATMs, based on the PIN or by telephone, based on a password.

4.4 For certain cards, the Bank may attach free of charge additional assistance service and insurance packages, which shall be made known to the Holder/User, in accordance with these General Banking Terms.

4.5. Regardless of the currency of the account to which the card is attached, it may be used both within the national and international territory:

a) Subject to the provisions of the Foreign Exchange Regulation issued by the National Bank of Romania;

b) Within the limits of the cash in the Current Account, which includes the overdrafts granted by the Bank (if any), or in the Revolving Account.

4.6. Embossed cards may be used in any type of terminal, and the rest of the cards are usable only in electronic terminals.

4.7. The Bank may establish usage limits for transactions made with the card that are communicated to the Holder/User in the letter accompanying the Card.

4.8. The Holder may ask the Bank (using the specific forms) to change the usage limits both for the Card issued in his/her name and for the User. This request shall be reviewed by the Bank and the decision shall be communicated to the Holder/User.

4.9. For security reasons, in order to prevent the fraudulent use of the Card, the Bank may track Card transactions made by the Holder/User.

4.10. Depending on the type of Card, the Bank may require the establishment of a guarantee in the form of a sum of money frozen in the account from the collateral deposit established with BRD.

4.11. The Holder (and the Legal Representative in case of Sprint card) is liable to the Bank for all payment obligations resulting from the use of the Card by any Users.

4.12. The Bank shall automatically debit the Current Account attached to the Debit Card/ the Revolving Account with an attached Credit Card with the sums representing the amount of the transactions carried out:

- With cards by the Holders/Users;

- With cards, fraudulently by the Holders/Users;

- With cards, fraudulently in case of the loss or theft of the Card up to the notification/announcement of the Bank by the Holder/User.

#### **5. Authorization and performance of Payment Transactions**

5.1. A Payment Transaction made with the Card by the Holder/User shall be authorised by the same. A transaction is considered authorized by expressing consent, as follows:

- By the signing by the Holder/User of the receipt and/or by entering the PIN number at Payment Terminals or by swiping the card through a POS Payment Terminal that reads the data on the chip.

- In case of transactions by means of remote communication (e.g. the Internet) through the communication of: the card number, the expiry date, CVV2/CVC2 or the eCommerce password.

- In case of contactless functionality by approximating the Card to the Terminal

5.2. An incorrect entering of the PIN number three times in a row causes Card blocking. To unlock it, the Holder/User shall contact the Bank (at any unit of the Bank, using the number written on the card or at the MyBRD Contact Bank service).

5.3. The approval of the transaction with the Card determines the immediate blocking by the Bank of the related sum in order to settle it and to avoid using the same sum for other transactions. As exceptions to this, there are transactions for which the accepting entity does not require authorization from the Bank and these transactions shall be debited from the account on receiving the settlement report.

5.4. The date of a transaction made with the Card is the date on which the transaction is registered at the Terminals.

5.5. The debiting from the Current Account/Revolving Account attached to the Card of the amount of transactions made with the Card is made upon the receipt of the settlement report for these transactions.

5.6. In case the Holder/User is going to perform a transaction involving foreign exchange, he/she may consult/calculate the exchange rate of the date of the transaction, based on the rate

displayed on the Bank website, [www.brd.ro](http://www.brd.ro), and/or the websites of international card organizations.

5.7. The exchange rate prevailing on the transaction authorization date may differ from the exchange rate of the transaction settlement date.

5.8. For international transactions (or national transactions in currency other than the account one) involving foreign exchange, the card organization performs the foreign exchange between the original transaction currency and the settlement currency, at the exchange rate determined by it at the date of transmission of the transaction for settlement. The debiting from the Current Account/Revolving Account attached to the Card of the amount of the transaction made with the card is made by foreign exchange between the transaction amount in the settlement currency and its equivalent in the Current Account currency using the exchange rate of the Bank.

5.9. The method of calculating the exchange rate for international transactions (or national transactions in currency other than the one of the account) and the exchange rate applied by the Bank for card transactions are available on [www.brd.ro](http://www.brd.ro).

5.10. The payment obligations of the Account Holder related to card transactions made by any of the Users automatically become payment obligations in favour of the Bank and shall be reimbursed under the terms of the Contract. The Bank shall notify the Cardholder in writing on the outstanding payment obligations.

## **6. Refusals to pay**

6.1. If the Holder/User finds that his/her Account has registered an unauthorized Payment Transaction or a transaction performed incorrectly, he/she has the right to initiate the Refusal to pay, in writing, by filling in the specific form provided by the Bank without undue delay, within 60 calendar days from the date of the Account debiting mentioned in the account statement). Further claims will be considered by the Bank only in justified cases of delay, but not later than 13 months from the date of debiting the account mentioned in the account statement.

6.2 The Bank shall solve the Refusals to pay according to the rules of card organizations and legal regulations on the use of cards.

6.3. The Bank shall notify the Holder/User of the response on his/her appeal within 120 calendar days of receiving the written notice.

6.4. The Holder/User is required to notify the Bank of all the information and to submit all necessary documents to justify his/her refusal; otherwise, the Bank will be unable to resolve the request.

6.5. In the case of theft of the card and/or in case the Bank requests that steps be taken before the police, the refusal to pay will be accompanied by a statement from the Holder/User on the actions taken by the latter.

6.6. If the complaint filed by the Holder/User is not justified/grounded, a fee will be charged for unjustified refusal to pay as per the List of Fees and Rates.

## **7. Card blocking**

7.1. The Card blocking is an operation performed by the Bank by which the use of a Card stops subject to the conditions specified below without closing the Current Account/Revolving Account of the Holder.

7.2. The Bank has the right to block the Card:

- a) If transactions have not been recorded in the attached Current Account for six months, and its balance is lower than 15 EUR, the Bank will notify the Holder/User in writing at least 60 days prior to the Card blocking;
- b) If the new or renewed Card is not collected within 90 calendar days from the BRD unit, without prior notice;
- c) For reasons of security of Payment Instruments;
- d) For reasons of suspicion of unauthorized or fraudulent use of the Card;

e) In the case of a Payment Instrument with a credit line, for a significantly increased risk that the Holder is unable to fulfil his/her payment obligation.

7.3. In the cases referred to in Art. 7.2, letters c), d) and e), the Bank informs the Cardholder (by any available means: telephone, fax, email, letter, etc.) in connection with its blocking and the reasons for the blocking, if possible, before the blocking and at the latest immediately after blocking the Card, unless the provision of such information compromises the objectively justified security reasons or is prohibited by other relevant legal provisions.

7.4. The Bank unlocks or replaces the Card (subject to a fee as per the Guide of Fees in Lei and foreign currency for Individuals) with a new Card once the reasons for blocking no longer exist.

7.5. Blocking the Card of the Holder may also produce effects on the cards of the Users.

7.6. Where considered necessary, the Bank is entitled to take the following measures and shall notify the Holder/User, as soon as possible:

- a) To refuse the authorization of Card transactions;
- b) To cancel or block the use of the Card;
- c) To replace the current Card, for security reasons;
- d) To refuse to issue a new Card or replace the Card without the Sprint Holder/User being relieved of any liability for transactions made with the Card by the Holders/Users.

## **8. Liability**

8.1. In case of cards transactions, the Parties' liability operates according to the following principles:

8.1.1. The Holder/User (and the legal representative in case of Sprint cards) is fully liable for all transactions until the notification/reporting of/to the Bank of the loss, theft or other unauthorized use of the Card and/or Security Features and shall bear any financial loss to the full extent under the legal regulations in force.

8.1.2. The Holder's/User's liability is full if the same acted negligently, in bad faith or as intended fraud.

8.2. The Bank is not liable for any damages whatsoever that may arise from the unauthorized use of a card (lost/stolen/used without right) or if the Holder/User has acted fraudulently or failed to comply with the contractual obligations thereof on the safekeeping of the customized Security Features wilfully, culpably or with gross negligence.

8.3. The Bank may not be held liable as a result of a third party refusal to accept the payment by Card or as a result of the fact that a request for authorization of a card transaction is denied for any reason.

## **9. Final provisions on card transactions**

9.1. The Holder/User (and the legal representative in case of Sprint cards) agrees that the Bank use third-party subcontractors, processors authorized by law to act as intermediaries in relation to the Holder/User in the card payment system for the manufacturing and distribution of cards, account statements and for checking the authenticity of the card and of the Holder/User of the card.

9.2. The Contract on the Card is valid from the date on which the Holder/User receives the card from the Bank until the date of expiry of the validity of the Card and its return to the Bank.

9.3. The Bank shall notify the Holder/User on the expiry of the validity of the Card and, if appropriate, on the automatic extension of the Contract.

9.4. On the expiry of the validity of a Card, the Contract is automatically extended, as provided for in the contract, and the Bank shall hand over to the Holder/User a new Card after verifying that the conditions set by the Bank for issuing the Card are met and if the Holder/User does not notify the Bank of the

termination of the Contract in the manner agreed on by Contract.

9.5. The Holder/User shall notify the Bank of the Card waiver 60 calendar days before it expires.

9.6. The termination becomes effective only after returning the Card to the Bank.

9.7. The Bank is entitled to block the balance of the Current Account (with the attached card) for a period of 30 calendar days from the date of termination of the Contract, for the purpose of settling all the transactions made prior to the termination which can be transmitted in this interval by the accepting entities. The Contract shall remain in force and shall produce effects until the settlement of all the transactions made with the Card.

9.8. The cards are automatically renewed upon the expiry of the validity only in case of a simultaneous fulfilment of the following conditions:

a) The Card is not locked after the enforcement of the Contract provisions or as a result of the failure to comply with other contractual conditions imposed by the Bank;

b) The Current Account or the Revolving Account is not blocked due to the accounts tracking procedure;

c) The Current Account or the Revolving Account does not record unauthorized overdrafts;

d) The Holder/User shall not be included in the Bank risk database (negative base);

e) The Holder/User has not notified the Bank about the unilateral termination of the Contract as provided for in the Contract;

f) The existence of transactions in the last 6/12 months (depending on the Card type) on the Current Account/Revolving Account or the existence of minimum funds in the account as set by the Bank;

g) The Holder maintains the status of student in daytime classes at a university accredited by the Ministry of Education and Research (for BRD-ISIC cards) or of pupil/student (for Card 10);

h) The fulfilment of the age conditions imposed to the Holder (in the case of the SPRINT Card and the Credit Card).

9.9. If the Bank identifies lending transactions in the Customer's Account which cannot be justified by the Transactions performed by that Card, it may block these amounts over a maximum of 30 days to investigate the nature of the Transaction(s).

9.10. The termination of the Contract for the Card becomes effective only after the return of the Card by the Holder/User.

9.11. The Contract regarding the Cards is terminated as of right in case of failure on part of the Holder to collect the newly issued or renewed Card within the period set by the Bank.

9.12. The use of Cards for illegal purposes is prohibited, including the purchase of goods or services prohibited by law.

9.13. The Contract regarding the Card is an enforceable title in accordance with the banking laws in force.

9.14 To perform IT system optimization works or for different technical reasons, the Bank may discontinue the operation of the card transaction system. In this period, the use of cards will no longer be possible at ATMs, at devices for card payments at the traders, online payment etc. The Bank shall notify its customers via the websites of [www.brd.ro](http://www.brd.ro) or [www.mybrd-net.ro](http://www.mybrd-net.ro).

## C. SAVINGS DERIVED FROM USING CARDS AT POS

### 1. Notion

By way of the Savings Service related to using the card at POS (hereinafter referred to as the Service) the Customer or the User of a Debit Card attached to a Current Account may automatically transfer a sum of money from the Current Account to another Current Account – Practicont/the Savings Account for any payment made by card.

The Account in which one may save means the following products: Current Account – Practicont, Atustart, Atusprint, Atucont, Smart Cont in all currencies on offer from BRD,

### 2. Operating conditions of the service

2.1. In this Service, all debit cards for individuals offered by BRD are accepted.

2.2. The currency of the Current Account may be different from the currency of the Savings Account.

2.3. The Service becomes active from the date of signing the Contract for Subscription to Products and Services for Individuals or the subscription/amendment/termination form.

2.4. The Service changes take effect from the day following the signing of the Contract of Subscription/Amendment of Products and Services for Individuals or the subscription/amendment/termination form.

2.5. The closure of the Service may be done at any time by the Holder/User and shall take effect from the day following the signing of the Contract for Termination of Products and Services for Individuals or the subscription/amendment/termination form.

2.6. The transfers from the Current Account – Practicont/Savings Account, related to POS payments, shall be made at the end of the day.

If there are no available funds in the account, the amount determined by the Holder/User cannot be transferred in full or the Current Account – Practicont/Savings Account has been closed, the transfer cannot be performed. In the case of savings accounts for minors, on reaching the maximum threshold allowed for savings, the transfers shall no longer be performed and the customers in this situation shall be notified.

2.7. In case of lack of available funds, the Service shall NOT close, and the transfers that have not been made shall not be made retroactively.

2.8. In the case of transfers between accounts with different currencies, the exchange rate used for the transfers shall be the BRD exchange rate for account transactions (applied to payments from alternative accounts, transactions via MyBRD Net, card payments, etc.), existing in the system at the time of the transfer and highlighted in the account statement. This exchange rate is visible on the BRD website, in the Exchange rate section, under the name of "card transactions" exchange rate.

2.9. The order of taking from the Current Account: the sums to be transferred to the Current Account – Practicont/Savings Account shall be taken last, after the loan instalments, customer history, and other debts.

2.10. If the POS transaction is cancelled on the day of the payment to the trader, the transfer to the Savings Account will no longer be performed given that transfers of sums to the Savings Account are made at the end of the day.

2.11 In case of refusals to pay during the coming days at traders, the amount saved may not be challenged/recovered. Thus, in the case of transactions subsequently refused by the Customer/trader, only the actual value of the POS transaction shall be returned to the Current Account, but the amount of the saving shall not be affected.

### 3. Saving methods

This is achieved by the transfer of the sums representing:

3.1. The rounding of the sum spent at the POS up to the first sum without decimal places, i.e. the sum paid at the POS shall be rounded off to the first whole value, and the difference between the sum paid at the POS and the whole amount shall be transferred to the Current Account – Practicont/Savings Account.

3.2. The rounding of the sum spent at the POS to the first value which is a multiple of 10, i.e. the sum paid at the POS shall be rounded off to the first value which is a multiple of 10, and the difference between the sum paid at the POS and a multiple of 10 shall be transferred to the Current Account – Practicont/Savings Account;

3.3. The percentage of the sum spent at the POS – the Holder/User may opt for one of the preset values;

3.4. A fixed sum, regardless of the sum spent at the POS – the Holder/User may opt for one of the preset values.

## VII. CONFORT INSURANCE

The risk covered by this insurance is that of fraudulent transactions made with a lost or stolen card. In addition, the insurance covers the costs of re-issue of personal documents and/or keys lost or stolen with the card. The specific conditions of this service are subject to a Notice of information addressed to the Customer.

## VIII. GRANTING OF LOANS/OVERDRAFTS. GUARANTEES

1. The Bank may grant short, medium and long term loans to the Customer, as specified in the internal rules of the Bank.
2. Loans may be consumer and real estate/mortgage loans.
3. In this regard, the Bank opens in the name of the Customer separate loan accounts for each loan category based on contracts with specific terms and conditions.
4. The granting of loans/overdrafts for the Current Account/credit line attached to the Credit Card is made based on an analysis of the creditworthiness of the Customer.
5. The Customer undertakes to use the Bank loans only for the purposes established by the loan agreements entered into with it.
6. The loans are guaranteed in accordance with the Bank regulations.
7. The repayment of loans is made according to the loan agreements and repayment schedules or in accordance with the specific conditions for the overdraft/credit line attached to the Credit Card.
8. For loans not repaid by the set maturities, the Bank is entitled to charge penalties to the Customer and proceed with foreclosing the guarantee under the terms of the loan agreement.
9. The Bank may require the early payment of the overdraft/loan/credit line.
10. The Bank may issue guarantee letters/counter-guarantees at the Customer's request, based on an analysis and in compliance with the internal regulations of the Bank.
11. In all cases described above, the Customer is subject to the provisions of this Contract, supplemented by those of specific contracts.

## IX. THE SAFE DEPOSIT BOX

### 1. Definitions and Interpretation

**Safe Deposit Box** – the device provided by the Bank in which the Holder safely stores property under the Agreement;

**Safe Deposit Box Lease Agreement (Agreement)** – these General Banking Conditions along with the Agreement – Particular Conditions and the specific forms of the Safe Deposit Box rental service;

**Statement** – the solemn statement issued by the Holder with respect to the property which the Holder intends to store in the Safe Deposit Box and their estimated value;

**Holder** – the signatory of the Agreement;

**User** – the person appointed by the Holder to use the Safe Deposit Box for and on behalf of the Holder under the Agreement.

### 2. The Bank's Obligations

- 2.1. To provide the Holder with the Safe Deposit Box along with two access keys, under the Agreement.
- 2.2. To keep the Safe Deposit Box safe, ensuring its inviolability and integrity, throughout the duration of the Agreement.
- 2.3. The Bank does not ensure any special storage conditions on the premises intended for keeping the Safe Deposit Boxes (e.g. temperature, humidity etc.) and shall not be liable for the degrading and/or devaluing of the items stored in the Safe Deposit Box as a result of poor storage conditions as the Holder is the only one able

to assess whether the conditions offered by the Bank are suitable for the nature of the property being stored. The Bank shall also not issue any documents confirming the content of the Safe Deposit Box.

### 3. The Holder's Obligations

**3.1.** To fill out the Statement, on concluding the Agreement, and to specify the categories of property to be stored in the Safe Deposit Box, as well as the value of the property as estimated by the Holder.

**3.2.** To go to the Bank to sign a new Statement depicting the new situation in case, during the rental period, the categories of property stored in the Safe Deposit Box or their values change. The Holder is the only one able to fill out/sign and amend the Statement.

**3.3.** To ensure that the Safe Deposit Box shall not include property that may directly and/or indirectly harm the Bank or the movement/storage/keeping of which is limited or prohibited by law (e.g. toxic, flammable, explosive or radioactive substances, drugs, perishable goods, etc.).

**3.4.** To inform the Bank immediately about any change in the identification data thereof or the Users' identification data and to substitute the documents originally submitted accordingly, as soon as possible after such change. Until the receipt by the Bank of such changes, 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 potential losses caused by the failure to notify the changes/additions in due time and safely or in the event that they have been notified to the Bank by the Customer without being accompanied by the supporting documents as requested by the Bank.

### 4. Appointment/Revoking of Users

#### 4.1. Appointment of Users

**4.1.1.** The Holder shall not be entitled to appoint several Users for the Safe Deposit Box.

**4.1.2.** A User may be appointed by the Holder by coming to the Bank along with the User and signing the forms provided by the Bank.

**4.1.3.** In exceptional cases where the Holder may not come to the Bank for completing the formalities referred to above (e.g. being immobilised due to medical causes, being out of the country etc.), the appointment of the User may be performed by filling out and signing a special authenticated Power of Attorney, which shall include at least the following elements: the User's identification data (last and first names, identity document, Personal Identification Number), the specific indication of the right to use the Safe Deposit Box, the indication of the Agreement number, the identification of the Safe Deposit Box, if the Holder has more than one, and the validity of the Power of Attorney and, where applicable, the permitted operations (e.g. opening the Safe Deposit Box only once, etc.). If the Power of Attorney does not specify the permitted operations, the User shall be deemed to have been empowered to perform all the operations permitted to Users under the Agreement.

On the first access of the Safe Deposit Box, the User shall present the Bank with the Power of Attorney and the identity document, in the original, and shall sign the forms provided by the Bank.

On the expiry of the validity, the Power of Attorney shall be considered obsolete, ceasing to have effect in relation to the Bank.

**4.1.4.** The User may perform only operations that cover the use of the Safe Deposit Box in accordance with the Agreement, without being entitled to conduct other operations (e.g. filling out/amending the Statement, signing Addenda to the Agreement, signing notices on the termination of the Agreement etc.), except when the User is expressly empowered to conduct those operations.



**4.1.5.** The Holder is required to inform the Users about the formalities required for the identification by the Bank on the first use of the Safe Deposit Box, as well as the conditions of use of the Safe Deposit Box laid down in the Agreement.

## **4.2. Revoking of the User**

**4.2.1.** The Holder is entitled to revoke, at any time, any of the Users appointed by the same. The revoking may be performed by going to the Bank and signing the specific User Revoking Form provided by the Bank.

If the User has been appointed under an authenticated Power of Attorney or, exceptionally, the Holder cannot go to the Bank to sign the specific forms (e.g. being immobilised due to medical causes, not being in the country), the revoking of the User shall be performed, in due legal form, by sending the revoking document to the Bank. The revoking document shall include at least the following elements: the identification of the Holder, the indication of the Agreement number, the indication of the revoked User's identification data (last and first names, Personal Identification Number), the identification of the Safe Deposit Box, if the Holder holds more than one. The submission to the Bank of the User revoking document shall be performed by the communication means approved by the Parties.

**4.2.2.** The revoking shall only take effect in relation to the Bank after the receipt by the Bank of the revoking document.

**4.2.3.** The Bank shall not be liable to the Holder for any loss suffered by the latter as a result of failing to notify the Bank in due time of the revoking of the User.

**4.2.4.** The Customer is aware that the appointment of a new User shall not automatically entail the revoking of the previously appointed User(s). The revoking of a User may only be performed expressly in one of the ways provided for in the Agreement. The Holder is the only one responsible for ensuring, throughout the duration of the Agreement, the notification in due time of the Bank with respect to any change of the list of Users appointed in relation to the Bank.

## **5. The Procedure of Access of the Holder/Users to the Safe Deposit Box**

**5.1.** The access of the Holder/Users to the Safe Deposit Box is possible during the opening hours posted at the Bank unit where the Safe Deposit Box is located.

**5.2.** For every use of the Safe Deposit Box, the Holder/User shall identify himself/herself with a valid original identity document, and shall sign the Safe Deposit Box Opening Register.

**5.3.** The Bank shall grant the Holder/User access to the Safe Deposit Box only after the fulfilment of the aforementioned conditions and the completion of the internal procedures of registration in the Bank records.

**5.4.** In case: (i) any dispute or conflict whatsoever arises which, according to the Bank: a) prevents unequivocally establishing the Users or the limits or validity of their mandate, respectively, or b) otherwise prevents the normal implementation of this Agreement, or (ii) the Bank receives contradictory instructions, the Bank is entitled to suspend any operation related to the Agreement and/or take any measures which it deems necessary up to the settlement of the dispute, as evidenced by the submission of documents that are satisfactory to the Bank.

**5.7.** If the Bank learns about the Holder's death, the Bank is entitled to suspend the execution of the Agreement and to block the access to the Safe Deposit Box (including Users' access).

These measures may be adopted starting from the date when the Bank is informed of this or when the Bank otherwise learns of the occurrence of such an event.

**5.8.** Access to the Safe Deposit Box for its release shall only be granted to the Holder/User or any other person expressly empowered by the Holder to release the Safe Deposit Box, based on documents attesting such right.

Upon the Holder's death, access to the Safe Deposit Box shall only be granted to the persons designated to that effect by the Inheritance Certificate and solely subject to the limits laid down in it (these people shall also present their respective identity documents and the Holder's Death Certificate). If there are several heirs with an Inheritance Certificate who have been appointed in it as having the right to access the Safe Deposit Box, the Bank shall not allow access to the Safe Deposit Box unless with all the heirs' consent.

## **6. The Loss of the Keys**

**6.1.** In case of loss/theft of one of the keys, the Holder shall notify the Bank, as a matter of emergency, as follows:

a) The Holder shall go to the Bank unit where the same has opened the Safe Deposit Box to inform the Bank and to fill out the specific forms to block access to the Safe Deposit Box;

b) After informing, according to section a), the Holder shall go to the Bank unit where the Safe Deposit Box is located, as soon as possible, for moving the property to another Safe Deposit Box (depending on the availability of the Bank). Assigning a new box involves terminating the Agreement in force and entering into a new one.

The keys to the new Safe Deposit Box shall be handed over to the Holder based on the relevant Minutes.

**6.2.** The Holder shall bear all the costs of replacing the locking system of the Safe Deposit Box for which the keys have been lost/stolen (including the replacement of the keys), as well as the costs of changing the Safe Deposit Box, according to the Agreement.

## **7. Special Cases of Safe Deposit Box Opening**

**7.1.** The Holder understands and agrees that, in certain justified cases, the Bank is entitled to proceed with opening the Safe Deposit Box even in the absence of the Holder and/or User.

**7.2.** The cases which entitle the Bank to open the Safe Deposit Box, under the previous provision, are as follows:

a) In case of Force Majeure or unforeseeable circumstances;

b) Due to reasons related to the reorganisation of the Bank's premises (including the relocation of that unit) if the Holder does not go to the Bank for moving the property to the new Safe Deposit Box;

c) In the event of termination of the Agreement when the Holder does not go to the Bank for releasing the Safe Deposit Box and returning the keys;

d) In any other cases where the Bank is required to do so under the applicable law.

### **7.2.1. The Force Majeure Event or Unforeseeable Circumstances**

In the context of this chapter, Force Majeure shall mean events and/or circumstances beyond the control of the Party invoking it, which are unforeseeable, absolutely insurmountable and unavoidable and occur after the conclusion of the Agreement and cause the Bank to proceed with opening the Safe Deposit Box, as a matter of emergency, in order to try to mitigate or prevent any damages. This includes, without being limited to: natural disasters, fires, wars, riots, strikes etc.

Unforeseeable circumstances shall mean events which cannot be foreseen or prevented by the Bank and cause the Bank to proceed with opening the Safe Deposit Box, as a matter of emergency, in order to try to mitigate or prevent any damages. This includes, without being limited to: the certainty of the Bank that the property found in the Safe Deposit Box does not meet the criteria laid down in the Agreement (i.e. the manifestation of phenomena such as gas, smoke, odour or noise emissions, fluid leakage, heating, etc.), exceptional circumstances relating to the security of the premises where the Safe Deposit Box is located requiring the emergency relocation of the Safe Deposit Box to other

premises or other cases deemed by the Bank to justify an emergency intervention).

In the event of Force Majeure or unforeseeable circumstances, the Bank shall apply the following procedure:

- a) To the extent possible, the Bank shall contact the Holder of the Safe Deposit Box, as a matter of emergency, by telephone or any other means of fast communication (email, fax), informing the Holder of the situation and the fact that the Bank is going to proceed with opening the Safe Deposit Box;
- b) The Bank shall immediately proceed with opening the Safe Deposit Box in the presence of the Bank representatives and a Notary Public and/or a representative of the Police/another state force agent;
- c) The content of the Safe Deposit Box shall be recorded in a report signed by all the participating individuals;
- d) After having opened the Safe Deposit Box, the Bank shall inform the Holder about having opened the Safe Deposit Box, the situation that has justified its emergency opening, as well as the measures taken in a notice given by courier or by post, with acknowledgment of receipt, using the contact details provided for in the Agreement.

If the Bank finds that the situation which has led to the opening of the Safe Deposit Box has been caused by a violation by the Holder/Users of the obligations thereof under the Agreement, in terms of the type of property stored in the Safe Deposit Box, the Holder shall bear all the costs and expenses related to the forced opening of the Safe Deposit Box and the removal of the property thus stored, as well as any other compensation, where applicable, under the Agreement in relation to the Holder's liability and the Bank shall deem the Agreement terminated for convenience subject to the conditions laid down in the Particular Conditions.

#### **7.2.2. For reasons relating to the reorganisation of the Bank premises**

In exceptional cases where the Bank is determined, on grounds of reorganisation, to move the Safe Deposit Box to another headquarters of the Bank or to a different safe location:

- a) The Bank shall notify the Holder at least three months before the date set for the reorganisation by courier or by post, with acknowledgment of receipt, using the contact details provided for in the Agreement, specifying the day when it is going to move the Safe Deposit Box.

The Holder may opt between:

- (i) Accepting to move the Safe Deposit Box to the new location of the Bank, in which case the Holder shall follow up on the Bank's request within the period specified in the notice, and shall go to the Bank to move the property to the new Safe Deposit Box and shall sign a new Agreement specifying the identification data for the new Safe Deposit Box; or
- (ii) Terminating the Agreement for convenience subject to the conditions laid down in the Particular Conditions, in which case the Holder shall proceed with releasing the Safe Deposit Box by the date specified in the notice.
- b) In the event that, by the date specified in the notice, the Holder does not express any option, the Bank shall move the Safe Deposit Box subject to the following conditions:
  - (i) After the three-month period, the Bank shall open the Safe Deposit Box in the presence of the Bank representatives and a Notary Public and, where applicable, a representative of the Police/another state force agent;
  - (ii) The content of the Safe Deposit Box shall be recorded in a report signed by all the participating individuals. Subsequently, the content of the Safe Deposit Box shall be sealed and stored in a different Safe Deposit Box;
  - (iii) The Bank shall inform the Holder about having opened the Safe Deposit Box, the procedures followed and the new location of the property found in the Safe Deposit Box by giving a notice by

courier or by post, with acknowledgment of receipt, using the contact details provided for in this Agreement.

All the expenses relating to the process described above are the exclusive responsibility of the Bank.

#### **7.2.3 In case of termination of the Agreement**

On the termination of the Agreement, for whatever reason, the Holder shall return all the keys received and shall release the Safe Deposit Box within no more than three business days after the termination of the Agreement. The return of the keys and the handover of the Safe Deposit Box to the Bank shall be recorded in a report signed by the Holder/Representative of the Holder.

If the Holder does not come within the period referred to above, the Bank shall attempt to contact the Holder by telephone and/or other means of fast communication (fax, email) and shall give the Holder a notice, by courier or by post, specifying the maximum period during which the same must go to the Bank for releasing the Safe Deposit Box. Until such release, the Holder shall bear the rental fee, calculated in proportion to the number of days related to that period.

After the expiry of the period specified in the notice, the Holder expressly, irrevocably and unconditionally authorises the Bank (under article 2032 of the Civil Code) to open the Safe Deposit Box, at the Holder's expense, without the authorisation of the court (notwithstanding the provisions of article 2198 of the Civil Code), in the presence of a Notary Public and, if applicable, a representative of the Police/another state force agent. The content of the Safe Deposit Box shall be recorded in a report signed by all the participating individuals. The property shall be stored safely in a sealed bag in the Bank vault.

After having opened the Safe Deposit Box, the Bank shall inform the Holder about having opened it, as well as the measures taken in a letter sent by courier or by post, with acknowledgment of receipt, using the contact details provided for in this Agreement.

The Bank may ask the court to order measures for the conservation of the items found on opening the Safe Deposit Box and their sale to the extent necessary to cover the outstanding fees and any other amounts payable by the Holder to the Bank under the provisions of this Agreement, including the loss caused to the Bank.

In this case, the Holder shall bear all the related expenses and costs under the Agreement concerning the Holder's responsibility.

### **8. The Parties' Liability**

#### **8.1. The Bank's Liability**

**8.1.1.** The Bank shall only be held liable to the extent that traces of violence on the Safe Deposit Box are found and the Holder proves the loss.

If the User finds traces of violence on the Safe Deposit Box, the User shall immediately inform the Bank representative and together they shall record the findings and the content of the Safe Deposit Box at the time in a report. The User shall expressly indicate, in a separate statement, the property claimed to have been affected (e.g. missing, destroyed etc.), and this shall be correlated with the Holder's last statement as registered with the Bank. As soon as possible, ownership documents relating to such property and/or other types of documents as requested by the Bank shall be attached to the Statement.

**8.1.2.** In all cases, the Bank's liability is limited to the estimated value of the property mentioned in the last Statement recorded by the Bank. If the Holder has not mentioned the estimated value of the property kept in the Safe Deposit Box in the Statement, the total compensation which the Holder shall be entitled to claim from the Bank may not exceed the amount of the fee charged by the Bank for the last Rental Period under the Agreement – Particular Conditions.

**8.1.3.** The Bank shall be exempted of liability:

- (i) If the Safe Deposit Box stores property that may directly and/or indirectly harm the Bank or the movement/storage/keeping of which is limited or prohibited by law;
- (ii) If cash (regardless of the currency), except coins belonging to various numismatic collections, is deposited in the Safe Deposit Box,
- (iii) In case of any losses caused as a result of failing to notify in due time the changes in terms of the Holder's or Users' data or if they have been notified to the Bank without being accompanied by the supporting documents (when requested by the Bank);
- (iv) For any direct or indirect damages invoked by the Holder due to the exercise by the Bank of the rights laid down in this Agreement.

## 8.2. The Holder's Liability

**8.2.1.** The Holder is fully liable for all the operations undertaken by the Users and the Bank shall only be responsible for verifying the identity of these persons based on the presented identification documents.

**8.2.2.** The Holder shall bear all the expenses and costs related to the replacement of the Safe Deposit Box locking system and, where appropriate, the costs of removing the property stored and other compensation, if the replacement of the keys/opening of the Safe Deposit box occurs due to the Holder's fault (e.g. loss of keys, violation of the obligations in terms of the type of property stored in the Safe Deposit Box, the failure, on part of the Holder/User, to show up by the due date for opening the Safe Deposit Box etc.).

**8.2.3.** The amount of the costs associated with the replacement of the Safe Deposit Box locking system and the payment terms shall be provided for in the Agreement – Particular Conditions.

**8.2.4.** The Holder expressly, irrevocably and unconditionally authorises the Bank (under article 2032 of the Civil Code):

- (i) To debit any accounts of the Holder (current or deposit accounts, even ones which have not reached maturity, expressly waiving the benefit of the term or the interest) with any amounts representing the payment obligations of the Holder to the Bank that have become due under this Agreement;
- (ii) To make any foreign exchange transactions which it deems necessary in order to recover the outstanding payment obligations, in the currency in which they must be paid and using the exchange rate applied by the Bank on the day of the relevant foreign exchange operation, and the Bank shall be empowered to sign any necessary documents on behalf of the Holder.

## X. REMOTE BANKING

### A. GENERAL PRINCIPLES

The Customer may subscribe to various services of the Bank and may also perform certain transactions through Remote Banking Services provided by the Bank, in compliance with the applicable law and the procedures and internal regulations of the Bank. In view of complying with the national laws in terms of money laundering, the fight against terrorism and the enforcement of international sanctions, in the case of transactions performed via the remote banking system, at the Bank's request, the Customer is required to submit all the required supporting documents. The Customer understands that any communication/procedure for the performance of which unsecured remote communication techniques are used shall be performed under his/her own responsibility and the Bank does not bear any responsibility in case of possible fraud.

Minors aged between 14 and 18 years old can join one of the remote banking services only with legal representative agreement materialized by signing specific documents.

### 1. Interpretation of specific terms of Remote Banking Services

**a. Subscriber:** the Customer who has joined a Remote Banking Service. The Account Proxy may join some of the services as specified by the Bank and shall be subject to all applicable provisions of this Contract, with the specified limits, in the same manner as the Customer who is the Account Holder.

**b. Support Account:** the current account specified by the Subscriber from which the Bank draws the monthly usage fee. The types of Bank accounts that can be defined as support accounts are determined by the Bank and notified to the Subscriber at the time of joining the service.

**c. Transaction functions:** transactions allowed to the Subscriber via the Remote Banking Services, such as transfers, payments. The maximum acceptable amounts for Transaction Functions shall be notified to the Subscriber upon entering into the contract for this service.

**d. Security Codes:** confidential security means of the Subscriber by which the same identifies himself/herself and accesses the Remote Banking Services. For each service, these codes may have different names and characteristics (e.g. User ID, Password, Banking PIN, access code, etc.).

### 2. Accounts that may be subject to Remote Banking Services

a. The accounts covered by the Remote Banking Services shall:

- Be valid;
- Not be subject to bank prohibitions (the presence in the Payment Incidents Register);
- Not be subject to a court ban,
- Not be blocked.

b. The accounts used by the Subscriber to join the Remote Banking Services may be subject to the Transaction Functions if during the period of the contract:

- Their banking specificity allows it;
- The Bank has not denied the access to Transaction Functions;
- The Subscriber has not notified the suspension of the access to the Transaction Functions.

### 3. Rights and obligations specific to Remote Banking Service

#### 3.1 The rights of the Bank:

a. To accept the Customer's request of joining Remote Banking Services only if the conditions of joining these services notified to Subscribers are met, before concluding the specific contract.

b. To restrict the access to any or all Transaction Functions if the accounts with which the Subscriber has joined the Remote Banking Service do not meet the conditions of art. 2.

c. To limit and modify the value of the transactions ordered by Subscriber, per transaction and per day. The transaction values are communicated to Subscribers via the Remote Banking Service used and they can take note of that before each transaction.

d. To fill in the list of Transaction Functions without needing to sign an addendum. If the Subscriber believes that the new Transaction Functions contradict his/her interests, the same may require the termination of the specific contract.

e. Not to intervene in disputes arising between the Subscriber and the telephone operator/Internet provider.

f. The Bank is exempted from liability for any direct or indirect damage suffered by the Subscriber and shall not pay any damages to the latter or any third party for the following cases:

- The infiltration of a third party in the computer system of the telephone operator/Internet provider by using fraudulent means or any other method that might cause to them, without limitation, information damage and the destruction of databases, programmes or information disclosure. The telephone operator/Internet provider has the sole responsibility for the protection of its computer system against such infiltration and is responsible for the protection and security of its own computer system.

- Complaints and malfunctions caused solely by the error or negligence of the telephone operator/Internet provider or subcontractors thereof.
- The transmission of information in the network of the telephone operator/Internet provider or any incidents occurring during the transmission of information during the use of the services by the Subscriber.
- The loss of data, distortions or delays in data transmission caused by events beyond the control of the Bank.
- The misuse of the Bank instructions, incorrect information entered by the Subscriber when requested at the time of performing the transactions and/or malfunction of its equipment.
- Any malfunction of the services.
- The consequences of the remote banking service disruption if the Subscriber does not address the Bank for performing the transactions by other services provided by the Bank.

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

- a. To implement the means of receipt and/or issue of computerized data.
- b. To be liable for the losses suffered by the Subscriber in the conduct of transactions after receiving the notification of the Subscriber regarding the fact that third parties know its Security Codes.
- c. To be liable for the losses suffered by the Subscriber if he/she has conducted transactions in violation of the order given to the same.
- d. To provide the Subscriber with a detailed list of the transactions performed in current accounts/revolving accounts through the specific service.
- e. To take immediate steps to assess, prevent and minimize the risks that may occur as a result of the fraudulent use of Security Codes if the Subscriber notifies the Bank of an event of those specified in the chapter on "Obligations of the Subscriber", letter d.
- f. To notify the Subscriber of any change of the Remote Banking Services Contract and of any additional data needed to use the service by publication on the institutional website or, where appropriate, through the website [www.mybrdnet.ro](http://www.mybrdnet.ro) and by displaying at the Bank.

### **3.3. Rights of the Subscriber:**

- a. To request the list of transactions performed in current accounts/revolving accounts via the Remote Banking Service.
- b. To address the Bank for transactions via other services provided by the Bank in the event of interruption of the Remote Banking Services from any cause.
- c. To change the support account.

### **3.4. Obligations of the Subscriber:**

- a. To safely maintain and use the Security Codes and identification data as the Subscriber is solely responsible for the consequences of their disclosure to or use by third parties.
- b. Not to declare the Security Codes that can be easily known by third parties.
- c. To inform the Bank as soon as possible and in any way about any disclosure/use of the Security Codes by unauthorized third parties. All the transactions performed by the Subscriber shall be authorized based on the Security Codes to be considered by it. Entering the Security Code belonging to the Subscriber represents the unambiguous consent by the latter to the processing of the sent transactions and their consequences may not be attributed to the Bank.
- d. To notify the Bank as soon as he/she finds one of the following:
  - The account thereof has registered transactions that have not been ordered by the Subscriber;
  - There are elements that create doubts about the possibility that others might know the Security Codes.

- e. To specify a support account from which the fees and costs relating to the transactions shall be taken.
- f. To define a new support account, in case of deletion of the support account from the list of accounts accessible via the specific Remote Banking Service. If the Subscriber does not have any account he/she might choose as support account, the Contract will be terminated without any prior notice.
- g. To regularly check the additional data needed to use the service via the institutional website, the website of [www.mybrdnet.ro](http://www.mybrdnet.ro) or by posting at the Bank offices.

### **4. Pricing for Remote Banking Services**

- a. The Bank charges a monthly fee to use the service contracted as well as the fees and costs related to the banking transactions incurred through the service. They are published in the Guide of Fees in RON and foreign currency for Individuals.
- b. The Subscriber has the obligation to pay the fees and costs referred to in letter a in force at the time of the transactions.
- c. The Subscriber shall bear the cost of telephone communication/Internet service which shall be charged to the same directly by the telephone operator/Internet provider thereof.

### **5. Changing the Contract on Remote Banking Services**

- a. The Subscriber may make additions to the list of accounts and Transaction Functions with which the same joined that specific Remote Banking Services (list of searchable accounts, list of payments receiving accounts).
- b. The Subscriber may suppress Transaction Functions/accounts from the list of those with which the same joined the Remote Banking Services provided that at least one usable account is maintained. Excluding an account from the list of usable accounts shall not have any effect on the existence of that account.
- c. The changes referred to in letter a and b can be achieved if the Subscriber comes to the Bank and fills in the specific forms and by any other means provided by the Bank and notified to the Subscriber.

### **6. Duration of the contract, suspension, termination**

- a. The Contract on Remote Banking Services is concluded for an indefinite period.
- b. The Bank reserves the right to suspend the access to Transaction Functions of the Remote Banking Services in the event of failure by the Subscriber to comply with the specific nature of the accounts and if the Subscriber does not ensure the availability of an amount sufficient to cover the monthly fee for the service, if any, in the account and under the terms predetermined upon signing the contract.
- c. The Bank may unilaterally terminate the Contract for Remote Banking Services with 60 calendar days' notice sent by registered letter with acknowledgment of receipt, stating the reason for the termination.
- d. The Subscriber may request the termination of the Contract at any time by coming to any of the Bank units and filling in a request for the waiver of the service or via MyBRD Contact service (for cessation of services MYBRD MyBRD Net and Mobile). The Subscriber may terminate the Contract within 14 calendar days of its conclusion without paying any penalties, subject to prior payment of amounts owed to the Bank for these services.
- e. The Bank shall terminate the Contract without notice in case of deletion of the Contract support account from the list of accounts accessible via the Remote Banking Services and the absence of another account that may be chosen as the support account, if applicable.
- f. The Bank reserves the right to suspend/close these services immediately in the case of occurrence of risks relating to the

security of the computer system of the Bank or the failure to comply with the Contract on Remote Banking Services by the Subscriber.

g. The Subscriber may, if necessary, ask the Bank to suspend/terminate the Contract for Remote Banking Services.

## **7. Other provisions**

a. The provisions of this Chapter VII "Remote Banking Services" shall be supplemented by those of the chapter "General issues on accounts", including as regards the Account Proxies.

b. The irrefutable proof for the Bank of receipt of instructions from the Subscriber, the justification of related transactions and the levying of related charges is represented by the records of the systems used to receive instructions of the Subscriber or their reproductions on computer medium or on paper (account statements printed by the Bank). The period of storage of these instructions on the Bank servers is 10 years from the date of closure of the year in which they were prepared, as required by the law in force.

c. General, economic and financial information provided by the Remote Banking Services is informative in nature.

d. Both the content of the website [www.mybrdnet.ro](http://www.mybrdnet.ro) (information, images, etc.) and the software serving the Remote Banking Services are the exclusive property of the Bank. Outside the provisions of the Bank - Subscriber Contract on how to access and operate Remote Banking Services, any activity for operating them (such as reproduction, adaptation, representation, etc.) is not allowed without the prior consent of the Bank and shall be sanctioned according to the laws in force.

## **B. MyBRD Contact SERVICE**

The MyBRD Contact Service is a "Remote Banking" service via the "Telephone" distribution channel and can be reached at: 021 302 61 61 (regular charge number in the Telekom Romania network), 0800 803 803 (TelVerde free telephone number in the Telekom Romania network) or \*BANCA (\*22622) (charged as a network call from any Orange or Vodafone number).

### **1. Transaction Functions**

1.1. For Bank Customers and non-Customers:

a. The possibility of finding out information about the Bank's offer of products and services;

b. Pre-acceptance of loans;

c. Online issue of cards (by filling out online forms or by telephone request takeover);

d. Setting meetings with Customer Consultants from the BRD unit;

e. Learning information about the sums arriving via Western Union and guiding Customers to the nearest Bank unit for collecting them.

1.2. For Bank Customers:

a. The possibility of checking customized information on the products held;

b. Debit card online issuing (by fulfilling application forms online or requesting by telephone);

c. Amending the original contractual terms for MyBRD Net, MyBRD Mobile, MyBRD SMS and MyBRD Contact;

d. Joining MyBRD SMS, MyBRD Net, MyBRD Mobile, Simplis Debit, Simplis Facturi services, Packages of products and services and MyBRD Contact;

e. cessation of MyBRD Net, MyBRD Mobile, MyBRD SMS and MyBRD Contact services with the condition of prior payment of amounts owed to the Bank for these services.

f. Resetting the PIN code for MyBRD SMS;

g. Blocking the card in case of loss/theft or unlocking it;

h. Setting and modifying the contractual terms for the Standing Orders / Simplis Facturi /Simplis Debit services for the current accounts opened with BRD;

i. Revocation of Proxy Account.

1.3. For the service Subscribers, the access to the following transactions, based on filling in the standard forms:

a. Intra-bank transfers between current accounts or between current accounts and the revolving account belonging to the Subscriber as the Holder or the Proxy, and to the accounts of other holders;

b. Inter-bank transfers;

c. Currency exchanges between accounts belonging to the Subscriber as the Holder;

d. Payments of bills, from a current account in RON that belongs to the Subscriber as the Holder;

e. The establishment and liquidation upon maturity of deposits in the Subscriber's name, by transfer from or to a current account, for which the same acts as the Holder;

f. Emailing of the account statements;

g. Change of the mailing data.

1.4. For Customers aged 14 to 18, Holders of Sprint Package Holders, via MyBRD Contact Service, the account balances for accounts with an attached Sprint card and the AtuSprint savings account may be checked.

1.5. Transactions initiated by this service are irrevocable, so they cannot be cancelled.

### **2. Accounts used to perform transactions via the MyBRD Contact service**

The Subscriber's accounts from/to which transactions may be performed are all the Current/Revolving Accounts which the Subscriber has opened with the Bank as the Holder or Proxy.

The Account Proxy may request the transactions specified in sub-section 1.3 only if he is the holder of a MyBRD Contact service with transaction option on the accounts. Joining the MyBRD Contact service of the accounts for which the person is the Proxy is made only with the consent of the Account Holder at the BRD unit.

### **3. Access to the service and security requirements**

3.1. The MyBRD Contact Service is available for the Subscriber on the next business day after signing the standard forms of the Bank. In the event of closure, it comes into effect on the second business day after the request day.

3.2. If the Subscriber wants to perform a transaction from a current account:

a. He/she will choose the appropriate option from the telephone keyboard, according to the answering machine instructions;

b. He/she will identify with MyBRD Contact Customer Code and the confidential numeric password (entered from the telephone keyboard) in order to find out the balance of the account from which the transfer is to be made;

c. The Subscriber will follow the steps indicated by the answering machine for a transfer by telephone;

d. The answering machine will notify the Subscriber about the telephone call recording and the fact that the transfer is subject to this contract. Expressly and in all cases, the Subscriber acknowledges the probative force of recording of the calls by which he/she orders transactions and accepts the use of these records as evidence in court.

e. The call shall be routed to a telephone consultant who shall take over from the Subscriber all the data needed for the requested transfer;

f. Identification of the Subscriber: the Subscriber is required to answer questions asked by the telephone consultant before making a money transfer;

g. Immediately after identification, the telephone consultant performs the requested transfer and informs the Subscriber by telephone about its performance.

#### **4. Responsibilities specific to the MyBRD Contact Service**

##### **4.1. For the Bank**

- a. To record the telephone conversations between the Subscriber and the Bank to ensure the best possible quality of the service and transactions performed.
- b. To keep a record of the transactions performed by the Subscriber through this service for a period of time not exceeding four months from the date they are made.

##### **4.2. For the Subscriber**

- a. To provide the Bank in case of a transfer request with at least the following information:
  - The number of the account to be debited;
  - The number of the account to be credited;
  - The surname and first name of the transferee;
  - The payment amount.
- b. To provide the Bank in case of requesting an invoice payment with at least the following information:
  - The number of the account to be debited;
  - The name of the invoice issuer;
  - The payment amount.

#### **C. MyBRD SMS SERVICE**

The MyBRD SMS Service is a “Remote Banking” service accessible via the dedicated short number **1701** via the mobile telephone and covering the accessing/receiving of information on the Bank accounts or general banking information.

##### **1. Information that can be accessed/received via the SMS MyBRD service:**

- a. Information about the Bank accounts that is different depending on the type of account:
  - For current and savings accounts: the date (day, hour and minute) of balance transmission, the label and currency of the account, the balance available upon submitting the information, the approved credit limit;
  - For accounts with attached credit cards: the date (day, hour and minute) of balance transmission, the label and currency of the account, the balance available upon submitting the information, the due date of the loan, the interest rate;
  - For loan accounts: the date (day, hour and minute) of balance transmission, the label and currency of the account, the balance available in the account (loan balance + outstanding payments), the due date of the loan, the interest rate;
  - For deposit accounts: the date (day, hour and minute) of balance transmission, the label and currency of the account, the balance available in the account, the due date of the deposit, the interest rate
- b. Information about the last five transactions (mini-statement) of a current account, savings account or an account attached to a credit card:
  - Debit transactions
  - Credit transactions
  - Debit and credit transactions
- c. Preset warnings on changes in the balance of current accounts, savings accounts or accounts attached to credit cards:
  - Increase/decrease of the account balance above/below a preset threshold;
  - Debiting/crediting of the account with an amount above a preset threshold;
- d. Add/Delete/Print out warnings from the phone
- e. Information about the exchange rate of the Bank and the NBR exchange rate of the current date or any earlier date for the

following currencies: USD, EUR, GBP, CHF and JPY. The previous date may not be older than one year from the date of requesting the information.

f General information about the offer of services and products of the Bank

g. Any other features that will be launched by the Bank after signing the contract.

##### **2. Technical means necessary to use MyBRD SMS**

Using MyBRD SMS involves owning a mobile telephone connected via subscription or prepaid card to the network of one of the Romanian Mobile Telephone Operators licensed for GSM, operating on Romanian territory or in one of the countries with which the operator has roaming agreements (if the Subscriber has enabled the service that allows him/her to use the telephone abroad).

In this contract, these operators shall hereinafter be referred to as Telephone Operators.

##### **3. Accounts used to conduct transactions via MyBRD SMS**

a. The Subscriber's Accounts referred to in MyBRD SMS are exclusively the accounts opened with the Bank units. The list of usable accounts and functionalities offered through MyBRD SMS shall be communicated to the Subscriber prior to concluding the contract. The type of accounts accessible via MyBRD SMS shall be modified in time by the Bank, subject to the Customer's notification. The Subscriber may subscribe to MyBRD SMS with new accounts by changing the Subscription Application at any of the Bank's units or via the MyBRD Contact Service.

b. For the accounts with which the Subscriber joins MyBRD SMS the same shall be the Holder or the Proxy only if the account holder is an Individual Customer.

##### **4. Access to MyBRD SMS and security requirements**

a. To be able to join MyBRD SMS, the Subscriber shall indicate at least one current account, savings account or account with attached, credit card which may be used via MyBRD SMS, and used as a support account

b. Request/receipt of information via MyBRD SMS:

- Upon request: by SMS order sent to the short dedicated number 1701

- Regularly: with periodicity predetermined by the Subscriber (daily, weekly, monthly) for information regarding the balance of current accounts, savings accounts, accounts with attached credit card, loan accounts, deposit accounts and for information on the exchange rate

- By generation of preset warnings

c. The MyBRD SMS service grants the Subscriber the possibility to be informed at any time 24/7 on the situation on the accounts with which the same joined the service.

d. The access to MyBRD SMS is only possible with the use of the security code (PIN) provided by the Bank at the time of the service activation. This is an alphanumeric randomly generated code and its change by the Subscriber is required for using the service. The PIN code can be written both in lower and in upper case letters. The Subscriber is required to keep the security code as confidential. As a security measure, the connection with MyBRD SMS is interrupted after the entering of three incorrect PIN numbers.

PIN resetting can be done at the request of the Subscriber through arrangements made by the Bank and notified to the Subscriber.

##### **5. Responsibilities specific to the MyBRD SMS service**

###### **5.1. For the Bank**

- a. To implement the means of receipt and/or issue of computerized data.
- b. For the content of messages as long as they are in the computer system of the Bank.
- c. The Bank is not responsible for:
  - The failure of the telephone due to unpaid telephone bills or the breach any other obligations that the Subscriber has to the mobile telephone operator.
  - The non-receipt of a message by the Subscriber due to the malfunctioning of the mobile phone/operator's network or the fact that it is not in the range of the telephone operator.
  - The loss of integrity of the data transmitted correctly and completely by the Bank, due to the fault of the telecommunications service providers.
  - The failure of sending/receiving of messages on the Subscriber's mobile phone as a result of mobile phone settings made by the latter or of restrictions enabled/required by the telephone operator.
  - The incorrect information entered by the Subscriber from the mobile phone keyboard.

#### 5.2. For the Subscriber

- a. To purchase from own resources, a mobile phone that supports the MyBRD SMS service and to ensure its operation/maintenance and connection to one of the Telephone Operators.
- b. To keep the mobile phone and SIM card safe. The Bank shall not be responsible for transactions made in the event of loss, theft or borrowing thereof.
- c. To immediately call the Telephone Operator to lock the SIM card in case of a loss or theft of the phone and of the SIM card.
- d. To inform the Bank immediately of the occurrence of any event which might prevent the access to messages, especially if the telephone or the SIM card is lost or stolen, of changing the telephone number, of terminating the Contract with the Telephone Operator. In the absence of instructions to the contrary, the Bank shall continue sending messages to the telephone number given in the particular conditions of the Application of Subscription to the MyBRD SMS Service.

### 6. The monthly usage fee and fees related to transactions

6.1. The use of MyBRD SMS service requires the payment by the Customer of the following categories of Bank fees:

- a. The monthly fee for use: it is levied monthly on the 1<sup>st</sup> of the month, from the support account, for the use of the service in the previous month.
- b. The fee related to balance query and mini-statement of account for current accounts, savings accounts and accounts with an attached credit card: it is levied from the account for which the information is requested, before sending it
- c. The fee for received messages such as: warnings, information on the balance for deposit accounts and loan accounts, queries on the exchange rate, general information – it is levied monthly on the 1<sup>st</sup> of the month, from the support account, for the messages received in the previous month.

6.2. The monthly fee for use, as well as the fees related to transactions and received messages are completely the responsibility of the Subscriber. The amount of the monthly usage fee and the fees related to the transactions via MyBRD SMS are published in the List of Fees and Rates of the Bank and are made available to Subscribers through the Bank units and the Subscriber states and signs that these lists have been made available and he/she is aware of their content.

6.3 The Subscriber has the option to change the support account of the contract.

6.4 The Bank reserves the right to subsequently alter the fees related to the use of this channel for distribution of banking products and services and undertakes to notify the Subscriber in advance.

6.5 Transactions performed in the accounts with which the Subscriber joined MyBRD SMS and any other related bank fees are reflected in the account statement of the Subscriber.

6.7 At the express request of the Subscriber, the Bank shall provide a detailed list of the transactions.

6.8. The cost of the SMS messages incurred by the Subscriber is the one charged by Telephone Operators and is directly levied by the operator by the monthly invoicing or by direct debiting from the telephone card credit (in case of prepaid cards).

### D. MyBRD Net SERVICE

The MyBRD Net service is a "Remote Banking" service accessible from any device with Internet access which offers the following features:

#### 1. Consultative Features

- a. Consulting of information on the account balance;
- b. Consulting of information on the cards held;
- c. Consulting of details on account transactions;
- d. Consulting of information on the exchange rate;
- e. Consulting of information on the investment funds held by the Customer at BRD Asset Management;
- f. Consulting of information on the commercial offer of the Bank, including commercial or promotional messages;
- g. Monthly account statement available in Inbox;
- h. Consulting of information on the credit reimbursement schedule;
- i. Consulting information on the pension funds held at BRD Pensii.

#### 2. Transaction Features

- a. Making transfers between own accounts or for which the Subscriber acts as the Proxy, regardless of the currency in which the accounts are opened;
- b. Performance of intra and inter-bank payments and transfers to third party beneficiaries, both in Romania and abroad;
- c. Definition, in the application, by the Subscriber, of third party beneficiaries;
- d. Opening of current accounts and savings accounts;
- e. Incorporation of term deposits on behalf of the Subscriber, by transfer from the current account;
- f. Liquidation of deposits on their term or before that;
- g. Receiving money through Western Union;
- h. Remote buy and sell fund units for investment funds managed by BRD Asset Management;
- i. Making bill payments to the issuers which the Bank provides in the dedicated menu;
- j. Money transfer to a phone number, without the beneficiary to be a BRD customer;
- k. Subscription to the MyBRD Mobile service;
- l. Request of card PIN resetting and activation of 3D secure;
- m. Request for issuing a debit card.

The list of features available to the Subscriber upon signing this Contract may be supplemented by the Bank. These can be used by the Subscriber without being necessary to conclude an addendum to this Contract. If the Subscriber believes that the new features are contrary to his/her interests, he/she may terminate the Contract, under the provisions mentioned in this Contract.

#### 3. The Personal Finance Manager feature

An effective tool of revenue management by lowering costs and boosting savings and investments



For Customers aged 14 to 18, the following functions of the MyBRD Net Service are available:

- I. Checking of the balance for the account with an attached Sprint and of the Atusprint savings account;
- II. Transfer of funds from the account with an attached card to the Atusprint account.

#### 4. Technical means required to use MyBRD Net

The access to the MyBRD Net Service can be achieved through any device connected to the Internet and equipped with an operating system and software which are compatible with the security conditions imposed by the Bank to allow accessing [www.mybrdnet.ro](http://www.mybrdnet.ro) via the Internet network.

#### 5. Accounts usable by MyBRD Net

- a. The list of accounts usable by MyBRD Net shall be notified to the Subscriber before concluding the Contract on this service and it is also available on the Bank website [www.brd.ro](http://www.brd.ro);
- b. To be able to join MyBRD Net, the Subscriber shall indicate at least one current account, savings account or revolving account opened with the Bank.
- c. The Subscriber shall indicate upon joining MyBRD Net service:
  - The accounts with which he/she shall join the MyBRD Net service;
  - The support account from which the costs related to the MyBRD Net service will be collected.
- d. The Subscriber's accounts with which he/she joins MyBRD Net are exclusively accounts opened with the Bank;
- e. The Subscriber may join MyBRD Net with the accounts for which he/she acts as the Holder or Proxy. The Proxy will no longer have access to the specified accounts in case of revocation of the power of attorney, death of the Holder or if he/she no longer fulfils the conditions of this Contract;
- f. The Subscriber may make additions/suppressions of accounts from the list of accounts within the MyBRD Net service directly or by coming to the Bank or by contacting the MyBRD Contact service;
- g. The Subscriber has the option to change the Support Account of the contract;
- h. If the Support Account of the Contract is deleted from the list of accounts that may be accessed by MyBRD Net, the Subscriber will define a new Support Account. Otherwise, the Contract shall be terminated without any notice.

#### 6. MyBRD Net access and security requirements

- a. To be able to join MyBRD Net, the Subscriber shall indicate at least one active account usable via MyBRD Net;
- b. MyBRD Net access is only possible by using the security elements provided by the Bank at the time of signing the Contract and modified by the Subscriber upon the service activation;
- c. Defining the security elements:
  - *User code*: it is numeric, has eight characters and is used to access the service. The code is communicated to the Subscriber upon joining the service/ signing the contract.
  - *Password*: sent on the main telephone number indicated by the Subscriber; it has six numeric characters. It shall be used both to access the service and sign the transactions performed by it. The user may change this password at any time.
  - *Activation ID*: 6 numerical characters, communicated to the Subscriber by the Bank when activating the MyBRD Mobile application on a device. After activation, this code

will no longer be requested to the Subscriber in order to access the application.

- *One-time password*: sent on the main telephone number indicated by the Subscriber; it has six numeric characters. The one-time password is used only with the activation ID upon the first accessing of the mobile token from the MyBRD Mobile application. After enabling the token, the one-time password will no longer be required from the Subscriber to access the application.
- *Mobile token PIN*: password consisting of six numeric characters defined by the Subscriber upon the first accessing of the mobile token from the MyBRD Mobile application. The PIN shall be used to generate one-time passwords used to sign transactions performed via MyBRD Net. The Subscriber has the possibility to modify the PIN at any time via the PIN change function in the MyBRD Mobile application.
- *Mobile Token*: authentication software built into the MyBRD Mobile application. It uses a process based on two factors for authentication to ensure system security. The Subscriber enters the PIN code in the Token to access the application and to generate one-time passwords for signing transactions.

or

- *Token Hardware*: a portable device that dynamically calculates passwords based on 3-DES cryptographic algorithm which are valid for a limited period of time. For Token Hardware security, it is in turn provided with a 4-digit PIN code for access which is determined by the user on the first access.
- *SMS OTP*: a 6-character one-time password sent to the main telephone number indicated by the Subscriber with limited validity which may be used to sign transactions.
- d. Methods of authentication and signing (client profiles):
  - *Profile 1*: User code and mobile Token or Token Hardware
  - *Profile 2*: User code, password and mobile Token or Token Hardware
  - *Profile 3*: user code, password and SMS OTP
  - *Profile 4*: user code and password

e. The Subscriber is entirely responsible for maintaining and using the customized Security Features and the consequences of their disclosure or use by third parties.

f. All transactions issued by the Subscriber shall be signed according to the security method chosen to be sent to the Bank. The Subscriber is responsible for all the consequences resulting from a transmission or handling error on his/her part.

g. The Subscriber may also join MyBRD Net through the MyBRD Contact Service, thus having access to the Application but with limited features: checking of the balance, checking of the account statement, payment of bills, deposit establishment and liquidation, transfers between own accounts. If the Customer wants complete features, he/she may address any BRD unit to alter the subscription package.

h. The subscriber can join also online or through MyBRD Contact Service the account statement functionality through MyBRD Net service. The online accession will be made based on the CNP and the mobile phone number declared to the Bank.

i. As a security measure, the elements of service activation (activation code or one-time password) are blocked after they are entered erroneously five times. New activation elements shall be assigned in this case.

j. As a security measure, the connection with MyBRD Net is interrupted after erroneously entering the Security Features (PIN, Password or user code) five times. In case of forgetting or losing the Security Features, the Subscriber may ask the Bank to assign new Security Features, by contacting the Bank in this regard.

In case of loss of the Token hardware, the Subscriber will call the Bank as soon as possible to notify the loss and cancel the lost Token, and a new Token is obtained by the means provided by the Bank in this regard, subject to bearing the related fee as per the Guide for Fees and Charges in RON and foreign currency for individuals.

## **7. Conditions specific to consultative features**

- a. The information related to the Subscriber's accounts with which he/she joined MyBRD Net and the transactions in these accounts may be accessed by visiting [www.mybrdnet.ro](http://www.mybrdnet.ro) by the Subscriber.
- b. The information related to the accounts and transactions performed in it, communicated to the Subscriber via the MyBRD Net service, correspond to the accounting entries made by the Bank at the time of providing the information. This information may be subject to correction and may be made available to Subscribers later, if already initiated and handled transactions are found not to have been accounted for or to have been accounted for incorrectly.
- c. The update of the information on the status of the accounts is performed on business days at intervals determined by the Bank. The update of the information is dependent on the type of each credit or debit transaction of the account and the processing thereof.
- d. General, economic and financial information provided by the MyBRD Net is informative in nature.

## **8. Conditions specific to transaction features**

- a. Transfers may only be made from accounts opened with the Bank appearing on the list with which the Subscriber has joined MyBRD Net, in the currency of the debited account.
- b. Transfers may be made to the accounts featured on the list of beneficiary accounts with which the Subscriber has joined the service at the time of signing the Contract or subsequently joined by the methods provided by the Bank in this regard and presented on the website of [www.mybrdnet.ro](http://www.mybrdnet.ro), and by the beneficiaries defined by the Subscriber in the application (based on their profile). The Subscriber is entirely responsible for the accuracy of the beneficiaries' data manually entered in the application.
- c. The rules for processing and performing transfers shall be communicated to the Subscriber at the time of signing the contract, and the Subscriber has the obligation to regularly get informed on them. The Bank does not process transactions that are not conducted in accordance with these rules and is exempted from liability for any damage caused to the Subscriber or third parties involved, due to the non-performance of transfers in these cases.
- d. Inter-bank transfers made by MyBRD Net after the limit time communicated to the Customer at the time of signing the Contract shall be processed on the first business day immediately following the date of transmission.
- e. Before ordering a transfer, the Subscriber shall ensure the existence of sufficient balance in the account that will be debited. In case of insufficient balance in the account of the Subscriber, the Bank reserves the right not to operate the transfer and is exempted from liability for any damage caused to the Subscriber or third parties involved.

f. Transfers may be performed up to a maximum threshold per transaction and per day. These limits are set by the Bank and may change subject to the prior notice of the Subscriber in accordance with this Contract.

g. The Bank is exempted from liability for any loss or any damage caused to the Subscriber, the payee or any third party involved due to the non-performance of transfers if the transfers ordered by the Subscriber via MyBRD Net do not comply with this Contract and shall not pay any damages to such party or third any party.

h. The Bank is not responsible for the content of payment orders (e.g. transactions details, beneficiary bank, etc.), it shall take over and send payment orders as they are filled in by the Subscriber. The Bank does not have the right to amend the payment orders signed and sent by the Subscriber to the Bank or to cancel the transaction initiated at the request of the Subscriber under this Contract.

## **9. Responsibilities specific to MyBRD Net Service**

### **9.1. For the Bank:**

- a. To implement the means for receiving and issuing computerized data.
- b. The Bank is not responsible for:
  - The downtime of the service or device that enables the connection to the Internet due to any cause not attributable to the Bank.
  - The loss of integrity of the data transmitted correctly and completely by the Bank, due to the fault of telecommunications service providers.
  - Incorrect information entered by the Subscriber in the application, including information of third party beneficiaries.
  - Corruption of transmitted data due to the existence of viruses, spyware or malware installed abusively on the Subscriber's device.
  - Defects or errors arising due to the installation of versions of the operating systems on the Subscriber's device other than those from the list of supported operating systems.

### **9.2 For the Subscriber:**

- a. To order by own means the purchase of the device/software and ensure its connection to the Internet. The Bank is not an Internet, hardware or software material supplier, so it cannot be liable to the Subscriber in this regard.
- b. To ensure, before a transfer order, the existence of sufficient balance in the account that will be debited. In case of insufficient balance in the account, the Bank reserves the right not to operate the transfer and is exempted from liability for any damage caused to the payee Subscriber or any third parties;
- c. The Subscriber is responsible for all consequences resulting from a transmission or handling error on his/her part.
- d. In case of joining the MyBRD Net service via the Contact Centre, the Customer shall provide the Bank with an email address to receive all the documents representing the Contract between the Customer and the Bank. The Customer expressly authorizes the Bank to email all the documents and the Bank assumes no responsibility if the information is accessed by other people.

## **10. Pricing of the MyBRD Net Service**

- a. The service is offered based on a monthly payable management fee, in compliance with the Guide of Fees in RON and foreign currency for Individuals.
- b. The levying of the monthly usage fee for the MyBRD Net service starts in the month following the signing of the Contract regarding the MyBRD Net service. The amount of the monthly usage fee is charged in the first five days of each month and refers to the previous month. If the Subscriber does not ensure the availability of an amount sufficient to cover the monthly fee, the access to MyBRD Net will be suspended. It shall be reactivated when it is possible to take the monthly fee from the account. The Bank reserves the rights to terminate the Contract if, within 90 days of the date of suspension, the service is not reactivated.
- c. For each transaction made via the use of MyBRD Net, distinct fees and charges shall apply, in compliance with the Guide of Fees in RON and foreign currency for Individuals.

In order to use the MyBRD Net service, the Bank provides the connecting device (Token hardware), for which a purchase fee is charged in accordance with the Guide of Fees and Charges in RON and foreign currency for Individuals.

## E. MYBRD MOBILE SERVICE

MyBRD Mobile service is a "Remote banking" service that can be accessed from any mobile phone (smart phone, tablet, web browser phone or basic mobile phone) that provides both consultative and transaction functions for the accounts with which the Subscriber joined the service and provides the following features:

### 1. Consultative Features:

- a. Consulting information on the account balance;
- b. Consulting details on account transactions;
- c. Consulting information on the exchange rate and reference interest;
- d. Consulting information on the pension funds held at BRD Pensii;
- e. Consulting information on the commercial offer of the Bank, including commercial or promotional messages;
- f. Consulting the list of agencies of the Bank and ATMs of the Bank, using GPS data supplied by the compatible mobile terminals.
- g. Consulting loan offers by means of the loan simulator (informational instrument);

### 2. Transaction Features:

- a) Operating transfers between the accounts with which he/she joined the service or for which the Subscriber acts as proxy, regardless of the currency in which the accounts are denominated;
- b) Operating payments and transfers, intra and interbank, to third party beneficiaries,
- c) Money transfer to a telephone number, when the payee is not a BRD customer;
- d) The Subscriber defining, in the application, the third party beneficiaries;
- e) Opening of current accounts and savings accounts;
- f) Incorporation of term deposits on behalf of the Subscriber, by transfer from the current account;
- g) Liquidation of deposits upon maturity or before the deadline.
- h) Receiving money through Western Union;
- i) Making payments of invoices to the invoice registers that the Bank shall provide in the dedicated menu;

For Customers aged 14 to 18 years, the following functions of MyBRD Mobile Service are available:

- I. Consulting the account balance with Sprint card attached and the AtuSprint savings account;
- II. Transfer of funds from the attached card to the AtuSprint account.

### 3. Technical means required for using MyBRD Mobile:

The access to MyBRD Mobile service is operated via a terminal device (mobile phone, tablet), regardless of the mobile operator/internet provider or the type of SIM card (prepaid or with subscription).

MyBRD Mobile is available via three channels, depending on the technology used for each type of phone:

**Channel 1** (smart phone, tablet): dedicated application for smart phones and tablets using one of the following operating systems:

- Android, version 2.1 minimum. The dedicated application may be downloaded from the Google Play Store;
- iOS, version 4.3 minimum. The dedicated application may be downloaded from the Apple App Store;
- Windows Phone, version 7.5 minimum. The dedicated application may be downloaded from the Windows Phone Store.

**Channel 2** (Mobile Web Browser): accessible from any phone that has Mobile Browser by accessing [www.mybrdmobile.ro](http://www.mybrdmobile.ro).

**Channel 3** (USSD): accessible from classic mobile phones, via USSD session, by calling the dedicated short number.

When using the service on the smart phone, tablet or web browser, the phone is required to be connected to the Internet, regardless of the connection, either through the network of the mobile phone operator or through wireless networks. Connecting to the Internet network is not required for accessing the service via USSD session.

The functions available for each channel depend on the technology used by each phone.

### 4. Accounts usable via MyBRD Mobile:

- a. The list of accounts usable via MyBRD Mobile shall be notified to the Subscriber before concluding the contract for this service and it is available on the Bank website [www.brd.ro](http://www.brd.ro);
- b. In order to join MyBRD Mobile, the Subscriber must indicate at least one current account or a revolving account opened with the Bank.
- c. The Subscriber shall indicate, upon joining MyBRD Mobile service:
  - i. The accounts with which he/she shall subscribe to the MyBRD Mobile service;
  - ii. The support accounts from which the costs related to the MyBRD Mobile service shall be collected.
- d. The accounts of the Subscriber, with which he/she subscribes to MyBRD Mobile are exclusively accounts opened with the Bank;
- e. The Subscriber may join MyBRD Mobile with the accounts for which he/she acts as holder or proxy. The proxy shall no longer have access to the accounts specified in case of revocation of the power of attorney, if the account holder dies or if he/she no longer fulfils the terms of this Contract;
- f. The Subscriber may operate additions/deletions of accounts from the account list within MyBRD Mobile, by coming to the Bank or by contacting the MyBRD Contact service;
- g. The Subscriber has the option to change the support account of the Contract.
- h. If the support account of the Contract is deleted from the list of available accounts for MyBRD Mobile, the Subscriber shall define a new support account.

Otherwise, the Contract will be terminated without any prior notice.

## **5. Access to MyBRD Mobile and security requirements**

- a. In order to join MyBRD Mobile, the Subscriber must indicate at least one active account usable via MyBRD Mobile;
- b. The access to MyBRD Mobile is only possible by using the security codes provided by the Bank at the time of signing the Contract and modified by the Subscriber upon service activation;

- c. Defining security features for each channel:

Channel 1: Smart phone/tablets:

- ID or activation code, formed of 6 numerical characters, communicated to the Subscriber by the Bank upon joining the service/signing the contract. The code is used only upon activating the Application on a device. After activation, this code shall no longer be requested from the Subscriber in order to access the application.
- One-time password: sent to the main telephone number indicated by the Subscriber, formed of 6 numerical characters. The one-time password is used only with the activation ID upon the first access to the application. After activation, the one-time password shall no longer be required from the Subscriber in order to access the application.
- PIN: numerical password formed of 6 characters, defined by the Subscriber, upon the first access to the application. The PIN shall be used to sign (authorize) every transaction through MyBRD Mobile. The Subscriber has the possibility to modify at any time the PIN, via the PIN change function within the Application.
- Mobile Token: authentication software built into the Application. It uses an authentication process based on two factors, in order to ensure system security. The Subscriber introduces the PIN code in the Token in order to access the application and to sign transactions.

Channel 2: Mobile Web Browser

- User code: numerical, formed of 8 characters and used to activate the service. The code is communicated to the Subscriber upon joining the service/signing the contract.
- One-time password: sent to the main telephone number indicated by the Subscriber and formed of 6 numerical characters. The one-time password is used only with the activation ID, upon the first access to the application. After activation, the one-time password shall no longer be required from the Subscriber in order to access the application.
- Cookies: small pieces of data sent from a webpage and stored into the browser of a user while navigating a certain website. When the user returns to said website in the future, the data stored in the cookies are sent back to the website by the browser, in order to notify on the previous activity of the user. If the phone does not allow saving these cookies, this text message will be generated each time the application is accessed from the browser. If the cookies are saved, after activation, this step will no longer be requested to the Subscriber in order to access the application.
- Password: as defined by the Subscriber during the Application activation process. The password shall be requested for accessing the application and for signing transactions. The password must have at least 6 characters and must be numerical.

Channel 3: USSD

- User ID: numerical, formed of 8 characters and used to activate the service. The code is communicated to the Subscriber upon joining the service/signing the contract

- Telephone number: the main telephone number of the Subscriber. This number is the one used for accessing the USSD session.

- PIN: numerical password formed of 6 characters, defined by the Subscriber upon the first access of the application. The PIN shall be used for signing (authorising) every transaction via MyBRD Mobile. The Subscriber has the possibility to modify at any time the PIN, via the PIN change function within the application.

- d. The Subscriber is entirely responsible for maintaining and using the customized security elements and for the consequences of their disclosure or use by third parties.

- e. All transactions issued by the Subscriber must be signed on the grounds of the method specific to each channel, in order to be sent to the Bank. The Subscriber is responsible for all consequences resulting from a transmission or manipulation error on his/her part.

- f. The Subscriber can also join MyBRD Mobile through MyBRD Contact Service, thus gaining access to the application, but with limited functions: consulting the balance, consulting the account statement, paying bills, creating/liquidating deposits, transfers between the accounts used for joining the service.

- g. As a security measure, the service activation elements (activation code or one-time password) are blocked after entering them erroneously five times. In this case, it is necessary to assign new activation elements.

- h. As a security measure, the connection with MyBRD Mobile is interrupted after entering the Security elements erroneously (PIN, Password or user code) three times. In case of forgetting or losing Security elements, the Subscriber may request the Bank the assignment of new Security elements, by contacting the Bank in this regard.

## **6. Conditions specific to consultative functions**

- a. The information related to the Subscriber accounts with which he/she joined MyBRD Mobile and the transactions operated with these accounts may be accessed by the Subscriber by accessing the dedicated application for smart phones/tablets, at the address: [www.mybrdmobile.ro](http://www.mybrdmobile.ro) for Mobile Web and by calling the dedicated short number for the USSD channel.

- b. The information related to the accounts and transactions operated with these, communicated to the Subscriber via MyBRD Mobile service, correspond to the accounting entries recorded by the Bank at the time of providing the information. This information may be subject to corrections and may be made available to the Subscriber at a later date, if it is found that already initiated and processed operations were either not recorded or were recorded incorrectly.

- c. The update of information on the status of accounts is performed on business days, at an interval established by the Bank. The update of information is dependent on the type of each credit or debit account transaction and the processing thereof.

- d. The general, economic and financial data provided by MyBRD Mobile have an informative nature.

## **7. Conditions specific to transaction functions**

- The transfers may be operated only from accounts opened with the Bank and found in the list with which the Subscriber joined MyBRD Mobile, in the currency of the debited account.

- The transfers may be operated to the accounts found in the list of beneficiary accounts with which the Subscriber joined the service at the time of signing the Contract, or to the beneficiaries named by the Subscriber in the application. The Subscriber is entirely responsible for the accuracy of the beneficiary data that he/she manually introduces into the application.

- The rules for processing and operating transfers will be communicated to the Subscriber at the time of signing the contract, as the Subscriber has the obligation to regularly become informed of these. The Bank does not process the transactions that are not operated in accordance with these rules and is exempted from liability for any damage caused to the Subscriber or to third parties involved, due to the non-execution of transfers in such cases.
- The inter-bank transfers made by MyBRD Mobile after the deadline communicated to the Customer at the time of signing the Contract, shall be processed on the first business day following transmission date.
- Before ordering a transfer, the Subscriber must ensure the existence of a sufficient balance in the account that shall be debited. In case of an insufficient balance (transferred amount and related fee) in the account of the Subscriber, the Bank reserves the right not to operate the transfer and is exempted from liability for any damage caused to the Subscriber or to third parties involved.
- The transfers can be performed within a maximum limit per transaction and per day. These limits are set by the Bank and may be changed with the prior notification of the Subscriber in accordance with this Contract.
- The Bank is exempted from liability for any loss or any damage caused to the Subscriber, the payee or any third party involved, due to the non-execution of transfers, if the transfers ordered by the Subscriber via MyBRD Mobile do not comply with this Contract, and shall not pay any damages to these parties or to any third party.
- The Bank is not responsible for the content of payment orders (e.g. transactions details, beneficiary bank, etc.), it shall retrieve and transmit the payment orders as they were filled in by the Subscriber. The Bank does not have the right to modify payment orders signed and sent by the Subscriber to the Bank, nor to cancel the transaction initiated at the request of the Subscriber, under this Contract.
- To order, by own means, the purchase of the mobile phone and ensure its connection to any GSM network and the Internet network. The Bank is not an supplier of Internet connection, GSM networks or hardware or software materials, therefore it cannot be held liable by the Subscriber in this regard.
- To ensure, before ordering a transfer, the existence of a sufficient balance in the account to be debited. In case of an insufficient balance, the Bank reserves the right not to operate the transfer and is exempted from liability for any damage caused to the Subscriber, payee or any third party;
- To immediately call the mobile telephone network operator in order to block the SIM card, in case of theft or loss of the phone and/or SIM card.
- To keep the phone and the SIM card safe. The Bank shall not be held liable for transactions in the event of loss, theft or borrowing thereof.
- The Subscriber is liable for all consequences resulting from an own transmission or handling error.
- In case of joining My BRD Mobile service via the Contact Centre, the customer must provide the Bank with an e-mail in order to receive from the latter all the documents representing the Contract between the customer and the Bank. The customer expressly authorizes the Bank to send all documents via e-mail and the Bank does not undertake any responsibility if the information is accessed by other persons.

## **8 Responsibilities specific to the MyBRD Mobile service**

### **8.1: For the Bank:**

- To implement the means for receiving and issuing computerized data.
- The Bank is not responsible for:
  - The telephone downtime due to the failure to pay the invoice or the failure to fulfil any obligations the Subscriber has in relation to the mobile telephone operator.
  - The loss of integrity of data transmitted correctly and completely by the Bank, due to the fault of telecommunication service providers.
  - Incorrect information entered by the Subscriber in the application, including information on third party beneficiaries.
  - Phone malfunction due to physical and software failures thereof;
  - Corruption of transmitted data due to the existence of viruses, spyware or malware installed abusively on the device of the Subscriber.
  - Defects or faults arising due to the installation of versions of operating systems, on the device of the Subscriber, other than those from the list of supported operating systems.
  - The impossibility to send/receive data on the mobile phone of the Subscriber as a result of settings performed by the latter or due to restrictions enforced by the telephone operator.

### **8.2 For the Subscriber:**

## **9. MyBRD Mobile service pricing**

- The service is provided for a monthly payable management fee, in compliance with the Guide of Fees in RON and foreign currency for individuals.
- The monthly usage fee for the MyBRD Mobile service is charged starting with the month following the signing of the Contract regarding the MyBRD Mobile service. The amount of the monthly usage fee is charged in the first five days of each month and refers to the previous month. If the Subscriber does not ensure the availability of an amount sufficient for covering the monthly fee, the MyBRD Mobile access will be suspended. It shall be reactivated when the monthly fee may be collected from the account. The Bank reserves the right to terminate the contract, if the service is not reactivated within 90 days.
- For each transaction operated via MyBRD Mobile, distinct tariffs and fees shall apply, in compliance with the Guide of Fees in RON and foreign currency for individuals.

## **XI. MOBILITY OF CURRENT ACCOUNTS IN RON**

Is a service that allows any individual holder of a current account in RON to request the transfer of current account relationships by means of which he/she performs collections and payments, from a bank (the previous bank) to another bank (the new bank), without personally contacting the previous bank.

The Bank may act as the new bank or the previous bank. If the Customer operates the transfer in favour of the Bank, acting as the new bank, the former shall fill in and sign the Transfer application for the account relationships.

The Transfer application for the current account relationships (transfer application) is the form by means of which Customer requests the following:

- The transfer of information on ongoing payments with the previous Bank.*

- The payment services that may be transferred with the current account in RON are: direct debit, standing orders and payment orders issued with future payment dates.
- By means of the Transfer application, the Customer cancels all direct debit mandates and/or standing order contracts and/or payment orders issued with future payment dates, given to the previous bank, starting with the transfer date.
  - b. *The transfer of the positive balance of the current account in RON*, after operating all payments undergoing settlement, including those initiated by means of debit or credit cards issued by the previous Bank
  - c. *Closing the current account in RON.*

*The Transfer application for the account relationships and the Customer Guide are posted on [www.brd.ro](http://www.brd.ro).*

## **PACKAGES OF PRODUCTS AND SERVICES SPECIFIC REQUIREMENTS**

### **I. General Principles**

1. The packages of products and services provided by the Bank are groups of banking and extra-banking products and services that are based on a support account. The products and services included in a package maintain their specific operating conditions.
2. The support account is the current account opened by the Customer, by means of which the operations related to the package products and services are conducted.
3. For each type of package, there are a number of products required upon opening and/or the validity of said package.
4. Other products and services provided by the Bank (but not within the Package chosen by the Customer) can be attached to the package support account, as individual products under standard pricing conditions - in effect, at the request of the Customer.
5. The Bank may provide preferential pricing conditions upon purchasing a package, by comparison to the individual purchase of the products and services. In addition, the Bank may grant preferential pricing conditions to holders of BRD packages, for other products/services provided by the Bank.
6. A product/service cannot be simultaneously part of several packages owned by the same Customer (except for MyBRD Net MyBRD Contact, MyBRD SMS, MyBRD Mobile).
7. The Customer has access to a number of extra banking benefits (discounts and facilities for various products and services), negotiated by the Bank with external partners. In order to obtain the extra banking benefits, the Customer shall identify himself/herself with those external partners of the Bank, on the grounds of the nominal card of extra banking benefits, received upon opening the package. The extra banking benefits negotiated by the Bank may undergo changes and shall be periodically updated within the promotional materials and on [www.brd.ro](http://www.brd.ro).

### **II. Subscribing to the packages of products and services**

The subscription to the packages of products and services is operated at the request of the Customer, by signing the Contract for Subscription of Products and Services for Individuals or the Subscription form provided by the Bank. This, alongside:  
 The terms specific to the packages of products and services;  
 The General Banking Terms for Individuals;  
 The Information note of the CONFORT insurance conditions;  
 The Information note of the hospitalization insurance conditions;  
 The contracts specific to products and services included in the package;  
 The list of tariffs, fees and interests related to the package of products and services, represents the contract specific to the package.

### **III. Fees**

The fees and costs related to the package of products and services are taken automatically from the support account of the package and are as follows:

- a. The package management fee: includes the support account management fee, hospitalization insurance premium, the subscription for the remote banking services and free transactions; it is taken on the anniversary date of opening the package (starting from the first anniversary date).
- b. Card fees: preferential values of the annual management fees for cards. (In case of inclusion an existing card in a package whose management fee does not include the annual management fee for the card, the latest fee will be collected at the preferential value at the next annual maturity of the card. In case of closing the package the fee will be collected at the standard value at the next due date).
- c. The annual premium for the CONFORT insurance (for the inclusion of an existence insurance in the package, the preferential premium shall be taken on the following annual maturity).
- d. Package closing fee, depending on the type of the package.

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

1. To carry out any check they consider necessary in connection with the data from the forms filled in by the Customer.
2. To terminate the package of products/services, or any product/service related to it, if:
  - a. the Customer fails to meet the contractual obligations;
  - b. the package management fee is not paid.
3. To update the fees and interests related to the products/services included in the package, in case of terminating the package, at the standard values from its termination date, in accordance with the Guide of Fees in RON and foreign currency for individuals, in force at said date.
4. To withhold the amounts owed by the Customer, by debiting the support account of the package.
  - i. for both the fees and costs mentioned above,
  - ii. for the fees related to the operations conducted by the Customer.
5. If there are no available funds in the account in order to cover the costs of the package, the Bank reserves the right to terminate the package.
6. To maintain the package fees even if the Customer terminates certain products within it.

### **V. Changing the structure of the packages of products and services**

1. The Bank has the right to change the structure of packages of products and services already contracted by the Customer.
2. The Bank reserves the right to remove/replace certain products in the package if they are removed from the Bank offer.
3. Any change brought to the structure of packages of products and services shall be notified to the Customer through the account statement or by any other form of written communication addressed to him/her and enters into force on the date specified in said notification.
4. The Customer has the possibility, until the entry into force of said changes, to notify the Bank, by a letter with acknowledgment of receipt or directly to the Bank unit where the account is opened, of the refusal of amendments and the termination of the contract.

### **VI. Changing the held package of products and services with another package**

1. In order to change the held package of products and services with another package existing in the Bank offer, the Customer shall terminate the old package and shall request the opening of a new one.

2. The products and services included in the old package:
  - Shall be subjected to the standard pricing conditions in force at the package termination date. The Customer may terminate these products and services in accordance with the functions and features of each product/service;
  - Shall be included in the new package, if found in its structure. The Bank shall transfer them from one package to another (unless it is technically impossible) under the specific pricing terms of the new package.
3. The changing of a package with another is subject to fees, in accordance with the Guide of Fees in RON and foreign currency for individuals.

## **VII. Terminating the package of products and services**

1. Each Contracting Party shall have the right to unilaterally terminate the Contract that covers the package of products and services with the presentation of a 30 calendar day notice, communicated in writing to the other party.
2. Upon the termination of the package, the Customer may:
  - Waiver all the products from the package of goods and services;
  - Keep one, several or all products included in the package as stand-alone products (if available in the Bank offer and individually, outside the packages). In this case, the Bank shall update the fees and interests at standard pricing conditions (in force at the time of terminating the package) for all kept products and services.
3. The Contract shall terminate only if all mature and unpaid payment obligations arising from said contract are settled. Upon the termination of the package, the standard monthly management fee related to the current account, that remained opened and served as support account for the package, shall be charged starting with the month following the termination of the package. If the Customer terminates the package in less than a year after its opening, the Bank is entitled, at the time of termination, to request the Customer to repay the amounts representing the discounts related to the contracted loans he/she benefited from as the holder of the package.

## **VIII. Terminating products and services within the package**

1. A product/service included in the package may be terminated:
  - a. by the Customer, upon request;
  - b. by the Bank, under the provisions of this contract.
2. The termination of products and services included in the package may result or not in the termination of said package, as shown in paragraphs a and b below:
  - a. Products and services the termination of which does not imply the termination of the package:
    - Remote banking services: MyBRD Net, MyBRD SMS, MyBRD Contact, (only if the services are optional in the package) CONFORT Insurance, BRDAV Hospitalization Insurance and possible extra banking services that may be contracted on the grounds of the subscription to the package of products and services. After terminating such products/services, the package shall continue to operate. The Bank shall continue to charge fees related to said package, for the same amount, from its support account.
  - b. Products and services the termination of which implies the termination of the package:
    - The support account (current account or paid current account);
    - The cards attached to the support account, purchased within the package of products and services.
    - Remote banking services: MyBRD Contact, MyBRD Net, MyBRD Mobile, MyBRD SMS (only if the services are mandatory in the package).