

CONDITII GENERALE BANCARE PENTRU PERSOANE JURIDICE

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Data intrare in vigoare: 29 Decembrie 2020

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Effective Date: December 29th, 2020

GENERALITATI PRIVIND CONTURILE

CAPITOLUL I. INTRODUCERE

A. REGLEMENTARE

Raporturile dintre BRD-Groupe Société Générale S.A. si Clientii sai Persoane Juridice sunt guvernate de prezentele Conditii Generale Bancare, de prevederile formularelor, a termenilor si conditiilor specifice fiecarui produs sau serviciu, de actele normative in vigoare, de Reglementarile Bancii Nationale a Romaniei, precum si de uzantele si practicile bancare interne si internationale. Aceste raporturi se bazeaza pe incredere reciproca, confidentialitate si buna credinta.

BRD - Groupe Société Générale S.A. se identifica cu urmatoarele elemente: adresa Turn BRD – Bld. Ion Mihalache Nr. 1-7, Cod Postal 011171 Bucuresti, Romania, Tel:+4021.301.61.00; Fax:+4021.301.66.36; www.brd.ro, R.C. J40/608/19.02.1991; RB-PJR40-007/18.02.1999; C.U.I./ C.I.F.: RO 361579, atestat CNVM nr. 255/ 06.08.2008 inregistrata in Registrul Public al CNVM cu nr. PJR01INCR/400008.

Autoritatea de supraveghere a Bancii este Banca Nationala a Romaniei (BNR), cu sediul central in Romania, Bucuresti, Strada Lipscani Nr.25, Sector 3, Cod Postal 030031.

B. INTERPRETARE

1. In prezentul document, urmatorii termeni vor fi interpretati dupa cum urmeaza:

«**AISP** (Prestator Specializat in Servicii de Informare cu privire la conturi - FSSIP)»: prestator de servicii de plata care desfasoara servicii de informare cu privire la conturi.

«**PISP** (Prestator de Servicii de initiere a platii - PSIP)»: prestator de servicii de plata care desfasoara servicii de initiere a platii.

«**TPP** (Prestator de servicii tert)»: un tert prestator de servicii de plata, care poate fi AISP sau PISP.

«**ANAF**»: Agentia Autoritatea Nationala de Administrare Fiscala, autoritatea competenta din Romania in scop CRS.

«**Apple Pay**»: este o aplicatie de tip portofel digital oferita de Apple Distribution International, prin intermediul careia Clientul poate inregistra cardurile eligibile emise de BRD - Groupe Société Générale S.A. pentru a efectua tranzactii cu ajutorul dispozitivelor Apple compatibile cu aceasta aplicatie.

«**Autentificare**»: procedura care permite Bancii sa verifice identitatea Clientului sau valabilitatea utilizarii unui anumit Instrument de plata, inclusiv Elementele de securitate personalizate.

«**Autentificarea stricta a Clientului**»: Autentificare care se bazeaza pe utilizarea a cel putin doua elemente incluse in categoria cunostintelor detinute, posesiei si inerentei si care sunt independente una de cealalta si sunt concepute astfel incat sa protejeze confidentialitatea datelor de autentificare.

«**Autorizare**»: procedura prin care este exprimat consimtamantul Clientului platitor pentru executarea Operatiunii de plata. Consimtamantul poate fi exprimat de

GENERAL ASPECTS REGARDING ACCOUNTS

CHAPTER I. INTRODUCTION

A. REGULATION

The relationships between BRD-Groupe Société Générale SA, on the one side, and its Corporate Clients, on the other side, are governed by the present General Banking Conditions, by the provisions of the forms, of the terms and conditions specific to each product or service, by the legal acts in force, the Regulations of the National Bank of Romania, as well as by the internal and international banking customs and practices. These relations are based on mutual trust, confidentiality and good faith.

BRD - Groupe Société Générale shall be identified by the following elements: address: BRD Tower, 1-7 Ion Mihalache Blvd., Postal Code 011171, Bucharest, Romania, Tel.: +4021.301.61.00; Fax: +4021.301.66.36; www.brd.ro, Trade Register J40/608/19.02.1991; RB-PJR-40-007/18.02.1999; Sole Registration Code/VAT identification number (C.U.I./C.I.F.): RO 361579, certified by the National Securities Commission (CNVM) under no. 255/06.08.2008, registered with the Public Register of CNVM under no. PJR01INCR/400008.

The Supervisory Authority of the Bank is the National Bank of Romania (NBR), headquartered in Romania, Bucharest, 25 Lipscani Street, 3rd District, Postal Code 030031.

B. INTERPRETATION

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

«**AISP** (Account Information Service Provider - FSSIP)»: payment service provider that provides account information services.

«**PISP** (Payment Initiation Service Provider - PSIP)»: payment service provider that carries out payment initiation services.

«**TPP** (Third Party Provider)»: a third-party providing payment services, which may be AISP or PISP.

«**ANAF**»: National Agency for Fiscal Administration, the competent authority in Romania for CRS purposes.

«**Apple Pay**»: is a digital wallet type application offered by Apple Distribution International, whereby the Client can register the eligible cards issued by BRD - Groupe Société Générale S.A. to perform transactions using the Apple devices compatible with this application.

«**Authentication**»: the procedure allowing the Bank to verify the identity of the Client or the validity of the use of a Payment Instrument, including the customized Security Features.

«**Strong Client authentication**»: Authentication based on using at least two elements included in the category of knowledge held, possession and inherence and which are independent of each other and are designed so as to protect the confidentiality of authentication data.

«**Authorization**»: procedure whereby the consent of the paying Client is expressed for the execution of the Payment Operation. The consent may be expressed by the Client under different forms, depending on the

catre Client in mod diferit in functie de Instrumentul de plata utilizat pentru dispunerea Operatiunii respective.

Astfel, consimtamantul poate fi exprimat prin:

a) pentru Operatiunile de plata dispuse pe suport de hartie sau pe formularele/ contractele specifice:

- prin semnatura, in conformitate cu drepturile mentionate in specimenul de semnatura, depus la Banca in vigoare la data Operatiunii de plata.

b) pentru serviciile de banca la distanta:

- prin utilizarea Elementelor de securitate personalizate.

c) pentru Operatiunile de plata initiate prin intermediul unui TPP (PISP):

- prin utilizarea elementelor de securitate personalizate specifice serviciilor de banca la distanta.

d) pentru carduri:

- prin citirea chip-ului/ benzii magnetice a cardului prin introducerea acestuia intr-un Terminal

- prin semnarea chitantei POS/ Imprinter sau/ si utilizarea elementelor de securitate personalizate (codul PIN, furnizarea parolei e-Commerce - 3D Secure, furnizarea numarului de Card si a oricaror date suplimentare solicitate, cum ar fi CVV2/ CVC2 si data expirarii cardului)

- apropierea cardului de Terminal cu capacitate contactless.

- prin intermediul token-ului la efectuarea unei operatiuni de plata, consimtamantul Clientului se exprima prin deblocarea dispozitivului mobil prin Touch ID/ Face ID sau, in cazul Apple Watch, prin apasarea succesiva si rapida de doua ori a butonului lateral al dispozitivului, urmata de, dupa caz:

(i) pentru platile contactless la comercianti: apropierea dispozitivului mobil pe care este instalat Token-ul de terminalul de plata al comerciantului acceptator.

(ii) pentru platile pe internet pe site-urile si in aplicatiile comerciantilor ce accepta la plata Cardurile MasterCard afisand optiunea Apple Pay: acceptul dat pe site/ in aplicatia Apple Pay pentru finalizarea platii prin Apple Pay.

(iii) pentru retragerile de numerar la terminalele compatibile cu insemnele de contactless, care permit utilizarea aplicatiei Apple Pay: apropierea dispozitivului mobil pe care este inregistrat Token-ul de terminal si introducerea codului PIN al cardului pe terminalul de la care se efectueaza retragerea.

In absenta consimtamantului, exprimat in modalitatile prevazute mai sus, Operatiunea de plata este considerata ca fiind neautorizata.

«Banca (prestator de servicii de plata)»: BRD -Groupe Société Générale, iar orice referire facuta la Banca in cuprinsul Contractului va fi inteleasa ca incluzand si oricare dintre unitatile sale teritoriale (birou mobil, punct de lucru, reprezentanta, agentie, sucursala).

«Beneficiar Real»: orice persoana fizica ce detine sau controleaza in cele din urma Clientul si/ sau persoana fizica in numele ori in interesul caruia/ careia se realizeaza, direct sau indirect, o tranzactie, o Operatiune de plata sau o activitate.

Notiunea de «Beneficiar Real» va include cel putin:

- in cazul societatilor supuse inregistrarii in registrul comertului si entitatilor corporative straine:

- persoana fizica sau persoanele fizice care detin sau controleaza in ultima instanta Persoana Juridica supusa inregistrarii in Registrul Comertului prin exercitarea directa sau indirecta a dreptului de proprietate asupra unui procent suficient din numarul de actiuni ori din drepturile de vot ori prin participatia in capitalurile proprii ale Persoanei Juridice respective, inclusiv prin detinerea de actiuni la purtator sau prin exercitarea controlului prin alte mijloace, alta decat o societate cotate pe o piata

Payment Instrument used for ordering the relevant Operation.

Therefore, consent may be expressed through:

a) for Payment Operations ordered on paper or on the specific forms/contracts:

- by signature, in compliance with the rights specified in the specimen signature submitted to the Bank, in force at the date of the Payment Operation.

b) for remote banking services:

- by using the customized Security Features.

c) for Payment Operations initiated through a TPP (PISP):

- by using the customized security features specific to remote banking services.

d) for cards:

- by reading the chip/ magnetic tape of the card by inserting it into a Terminal

- by signing the POS/ Imprinter receipt or/and using the customized security features (PIN code, providing the e-Commerce - 3D secure password, providing the Card number and any additional data required, such as CVV2/ CVC2 and the expiry date of the card)

- approaching the card to the Terminal with contactless capability.

- by token when a payment operation is carried out, Client's consent is expressed by unlocking the mobile device via Touch ID/ Face ID or, in the case of Apple Watch, by successively pressing the side button of the device twice quickly followed by, as appropriate:

(i) for contactless payments to merchants: approach the mobile device on which the Token is installed to the payment terminal of the accepting merchant.

(ii) for internet payments on websites and in applications of merchants that accept payment with MasterCard Cards by displaying the Apple Pay option: the consent given on the site/in the Apple Pay application to complete payment through Apple Pay.

(iii) for cash withdrawals at contactless terminals that allow Apple Pay application: approaching the mobile device on which the Token is registered to the terminal and entering the PIN code of the card on the terminal from which the withdrawal is made.

In absence of consent expressed in the manner provided above, the Payment Operation is considered unauthorized.

«Bank (payment service provider)»: BRD Groupe Société Générale, and any reference to the Bank in the Contract shall be understood as including any of its territorial units (mobile office, outlet, sales office, agency or branch).

«Beneficial Owner»: any natural person ultimately owning or controlling the Client and/or natural person on whose behalf or interest a transaction, a Payment Operation or an activity is performed, directly or indirectly.

The notion of «Beneficial Owner» shall include at least:

- in the case of companies subject to registration with the Trade Register and foreign Legal entities

- natural person or persons who ultimately hold or control the Legal Person subject to registration with the Trade Register by the direct or indirect exercise of the right of ownership over a sufficient percentage of the number of shares or voting rights or by participation in the equity of the said Legal Person, including by holding bearer shares or exercising control by other means, other than a company listed on a regulated market that is subject to disclosure requirements in accordance with

reglementata care face obiectul cerintelor de divulgare a informatiilor in conformitate cu dreptul Uniunii Europene sau cu standarde internationale echivalente care asigura transparenta corespunzatoare a informatiilor privind exercitarea dreptului de proprietate. Detinerea a 25% plus unu actiuni sau participare in capital al unei Persoane Juridice intr-un procent de peste 25% de catre o persoana fizica este un indiciu al exercitarii directe a dreptului de proprietate. Detinerea a 25% plus unu actiuni sau participarea in capital al unei Persoane Juridice intr-un procent de peste 25% de catre o entitate corporativa straina, care se afla sub controlul unei persoane fizice, sau de catre mai multe entitati corporative straine, care se afla sub controlul aceleiasi persoane fizice, este un indiciu al exercitarii indirecte a dreptului de proprietate;

- in cazul in care, dupa depunerea tuturor diligentelor si cu conditia sa nu existe motive de suspiciune, nu se identifica nicio persoana in conformitate cu cele de mai sus sau in cazul in care exista orice indoiala ca persoana identificata este Beneficiarul Real, persoana fizica care ocupa o functie de conducere de rang superior: administratorul/ administratorii, membrii consiliului de administratie/ supraveghere, directori cu competente delegate de la administratorul/ consiliul de administratie, membrii directoratului.

• in cazul Persoanelor Juridice, altele decat cele prevazute mai sus, si al entitatilor care administreaza si distribuie fonduri:

- persoana fizica beneficiara a cel putin 25% din bunurile, respectiv partile sociale sau actiunile unei Persoane Juridice sau ale unei entitati fara personalitate juridica, in cazul in care viitorii beneficiari au fost deja identificati;

- grupul de persoane in al caror interes principal se constituie ori functioneaza Persoana Juridica sau o entitate fara personalitate juridica, in cazul in care persoanele fizice care beneficiaza de Persoana Juridica sau de entitatea juridica nu au fost inca identificate;

- persoana sau persoanele fizice care exercita controlul asupra a cel putin 25% din bunurile Persoanei Juridice sau ale unei entitati fara personalitate juridica, inclusiv prin exercitarea puterii de a numi sau de a revoca majoritatea membrilor organelor de administratie, conducere sau supraveghere a respectivei entitati;

- persoana sau persoanele fizice ce asigura conducerea Persoanei Juridice, in cazul in care, dupa depunerea tuturor diligentelor si cu conditia sa nu existe motive de suspiciune, nu se identifica nicio persoana fizica in conformitate cu cele de mai sus ori in cazul in care exista orice indoiala ca persoana identificata este Beneficiarul Real.

«**BNR**»: Banca Nationala a Romaniei.

«**CIP**»: Centrala Incidentelor de Plati, structura din cadrul BNR, specializata in gestionarea informatiei specifice incidentelor de plata produse de titularii de cont cu cecuri, cambii si bilete la ordin, pentru interesul public, inclusiv pentru scopurile specifice utilizatorilor.

«**CR**»: reprezinta Centrala Riscului de Credit, structura din cadrul BNR specializata in gestionarea informatiei de risc de credit si a celei privind fraudele cu carduri, pentru scopurile specifice ale utilizatorilor, in conditiile pastrarii secretului profesional.

«**CRS (Common Reporting Standard)**»: reprezinta o reglementare din Codul de Procedura Fiscala privind procedura de cooperare administrativa in domeniul fiscal, care instituie obligatia Bancii de a colecta si de a raporta catre ANAF Informatiile CRS prevazute de Codul de Procedura Fiscala cu privire la Clientul titular de cont.

European Union law or equivalent international standards that ensure adequate transparency of information on exercising the right of ownership. Holding 25% plus one shares or participation in the capital of a Legal Person with a stake of over 25% by a natural person is an indication of the direct exercise of the right of ownership. Holding 25% plus one shares or participation in the capital of a Legal Person with a stake of over 25% by a foreign Legal entity, which is under the control of a natural person, or by several foreign Legal entities, which are under the control of the same natural person, is an indication of the indirect exercise of the right of ownership;

- in the event where, after making all efforts and provided that there are no grounds for suspicion, no person is identified in accordance with the aforementioned or if there is any doubt that the identified person is the Beneficial Owner, the natural person holding a superior management position: administrator(s), members of the board of directors/ supervisory board, directors with delegated powers from the administrator/ board of directors, members of the management board.

• in the case of Legal Persons other than those referred to above, and entities that manage and distribute funds:

- the natural person beneficiary of at least 25% of the assets, membership interests or shares of a Legal Person or of an entity without legal personality, if the future beneficiaries have already been identified;

- the group of persons in whose main interest a Legal Person or an entity without legal personality is established or operates, if the natural persons benefiting from the Legal Person or from the legal entity have not been identified yet;

- the natural person or persons exercising control over at least 25% of the assets of a Legal Person or entity without legal personality, including by exercising the power to appoint or revoke the majority of members of administration, management or supervisory bodies of the respective entity;

- the natural person or persons ensuring the management of the Legal Person, in the event where, after all due diligence and provided that there are no grounds for suspicion, no natural person is identified in accordance with the aforementioned or if there is any doubt that the identified person is the Beneficial Owner.

«**NBR**»: National Bank of Romania

«**PIR**»: Payment Incidents Register, a body within NBR, specializing in the management of information related to payment incidents caused by account holders with cheques, bills of exchange and promissory notes, for public interest, including for user specific purposes.

«**CCR**»: represents the Central Credit Register, a body within NBR, specializing in the management of information related to credit risk and card fraud, for user specific purposes, while observing professional secrecy.

«**CRS (Common Reporting Standard)**»: represents a regulation of the Tax 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 regarding the account holder Client.

«**Client**»: orice Persoana Juridica ce actioneaza prin Reprezentant Legal in relatia cu Banca si cu care Banca, in desfasurarea activitatilor permise de legislatia aplicabila, a negociat o tranzactie, chiar daca respectiva tranzactie nu s-a finalizat si orice Persoana Juridica ce beneficiaza sau a beneficiat de serviciile Bancii.

«**Client beneficiar al platii**»: Clientul destinat preconizat al fondurilor care au facut obiectul unei Operatiuni de plata.

«**Client non-conform FATCA**»: persoana care refuza sa prezinte documentele cerute pentru clarificarea statutului sau de Persoana SUA, refuza sa isi dea acordul pentru a fi raportat conform cerintelor FATCA, furnizeaza un formular W9 care nu este valabil sau o combinatie nume si TIN care nu este valabila, nu a raspuns cererii de informatii in termenul limita stabilit, desi au fost identificate indicii SUA, acestea nu au fost actualizate, ori confirmate. Incepand cu 1 iulie 2014, Banca nu accepta intrarea in relatie cu niciun nou Client non-conform FATCA.

«**Client platitor**»: Clientul care instruceaza Banca in vederea realizarii unei plati din Contul curent (contul de plati) al carui titular este.

«**Cod BIC (Bank Identifier Code)**»: un cod ce este caracteristic si unic fiecarei banci in parte si reprezinta metoda de identificare a bancilor, in sistemul S.W.I.F.T. (Society for Worldwide Interbank Financial Telecommunication). Codul BIC al BRD este BRDEROBU.

«**Cod unic de identificare**»: IBAN -ul sau alt cod necesar pentru identificarea beneficiarului platii.

«**Codul international pentru telefon / fax**»: reprezinta codul tarii de provenienta a operatorului de telefonie/ fax (ex.ROU – Romania).

«**Cont**»: orice tip de Cont bancar, inclusiv, dar fara a se limita la, Contul curent. Contul poate fi de mai multe feluri: Conturi de disponibilitati sau Conturi curente prin care Clientul isi deruleaza operatiunile de incasari si plati, efectueaza operatiuni cu cardurile, acordare de credite, deschiderea de depozite etc.; Conturi cu functionalitati speciale deschise in baza unor contracte specifice (Conturi de garantii, Conturi de salarii etc.).

«**Cont curent**»: Cont bancar, elementul de baza in relatia cu Clientul, acesta fiind produsul suport pentru diverse produse si servicii bancare.

«**Cont de plati accesibil online**»: Cont curent de plati care poate fi accesat de catre utilizatorul de servicii de plata prin intermediul unei interfete online.

«**Cont tehnic**»: un Cont alocat Clientului, deschis si utilizat exclusiv de Banca pentru necesitati tehnice de gestiune, in legatura cu (i) instituirea masurilor de indisponibilizare (de ex. popriri, masuri asiguratorii etc.), precum si cu (ii) anumite operatiuni aferente serviciilor contractate de Client de la Banca. Toate aceste operatiuni tehnice sunt reflectate in Conturile Clientului deschise la Banca.

«**Contract**»: reprezinta prezentele Conditii Generale Bancare, care formeaza cadrul general in relatia Client-Banca, impreuna cu contractele si formularele specifice, incheiate de Client pentru fiecare produs sau serviciu, precum si cu «*Lista de Tarife si Comisioane in Lei si Valuta pentru Persoane Juridice*», in vigoare la data inregistrarii Clientului in evidentele Bancii.

«**Curs de schimb**»: cursul de schimb folosit ca baza de calcul pentru schimbul valutar si care este afisat de Banca sau provine dintr-o sursa publica.

«**Client**»: any Legal Person acting through Legal Representative in relation to the Bank and with which the Bank, in carrying out the activities permitted by applicable law, negotiated a transaction, even if that transaction is not completed, and any Legal Person that benefits or benefited from the Bank's services.

«**Client beneficiary of payment**»: Client who is the intended recipient of the funds subject to a Payment Operation.

«**FATCA non-compliant Client**»: the person who refuses to present the documents required for clarification of its status as US Person, refuses to give its consent to be reported according to FATCA requirements, provides a W9 form that is not valid or a name and TIN combination that is not valid, did not respond the request for information within the set deadline, although US indications were found, they were not updated or confirmed. Starting with July 1, 2014, the Bank does not accept the relationship with any new FATCA non-compliant Client.

«**Paying Client**»: Client who instructs the Bank to perform a payment from its current account (payment account), being holder of such account.

«**BIC (Bank Identifier Code)**»: a code specific and unique to each bank, which represents the method of identification of the banks in the S.W.I.F.T. (Society for Worldwide Interbank Financial Telecommunication) system. The BIC code of BRD is BRDEROBU.

«**Unique Identification Code**»: IBAN or other code necessary for identifying the beneficiary of the payment.

«**International phone/fax code**»: is the code of the country of origin of the phone/fax operator (e.g. ROU – Romania).

«**Account**»: any type of Bank account including, but not limited to, the current Account. The Account may be of several types: Cash Accounts or current Accounts through which the Client carries out its receipt and payment operations, it carries out card transactions, credit granting, deposit opening etc.; Accounts with special features opened on the basis of specific contracts (guarantee Accounts, salary Accounts etc.).

«**Current Account**»: Bank account, the basic element in the relationship with the Client, the support product for different banking products and services.

«**Payment account accessible online**»: Current payment account that can be accessed by the payment service user through an online interface.

«**Technical Account**»: an Account allocated to the Client, opened and used exclusively by the Bank for technical management needs, in connection with the (i) the establishment of freezing measures (e.g. attachments, precautionary measures etc.), as well as (ii) certain operations related to services contracted by the Client from the Bank. All these technical operations are reflected in Client's Accounts opened with the Bank.

«**Contract**»: these General Banking Conditions which set the general framework of the Client-Bank relationship, together with the specific contracts and forms signed by the Client for each product or service, as well as the «*List of Rates and Fees in RON and Foreign Currency for Legal Persons*», in force at the time the Client is registered in the Bank's records.

«**Exchange rate**»: the exchange rate used as a basis for calculating the currency exchange and which is provided by the Bank or comes from a public source.

«**Data valutei**»: data de referinta folosita de Banca pentru a calcula dobanda aferenta sumei debitate din sau creditate in Cont.

«**Debitare directa**»: serviciul de plata prin care debitarea Contului de platii al platitorului este initiata de beneficiarul platii pe baza consimtamantului dat de catre platitor beneficiarului platii, prestatorului de servicii de plata al beneficiarului platii sau prestatorului de servicii de plata al platitorului.

«**Declaratie pe propria raspundere**»: declaratia Clientului Bancii potrivit careia acesta isi confirma statutul stabilit prin reglementarea FATCA si prin CRS.

«**Delegatul**»: persoana desemnata prin formularele Bancii la deschiderea de Cont curent sau ulterior, de catre Reprezentantul Legal sau Imputernicitul pe Cont (daca acesta a fost mandatat in acest sens de catre Reprezentantul Legal) sa realizeze anumite formalitati, pentru si in numele Clientului, in anumite limite si conditii.

«**Descoperit neautorizat de cont**»: valoarea comisiunilor si dobanzilor, precum si a Operatiunilor de plata efectuate care depasesc disponibilul din Contul curent.

«**Indiciul de rezidenta SUA**»: este considerat a fi cel putin unul din urmatoarele elemente: entitatea este inregistrata in SUA; entitatea este inmatriculata in SUA; adresa din S.U.A.

«**Elementele de securitate personalizate**»: urmatoarele elemente, ce difera in functie de tipul produsului/serviciului:

Pentru carduri business:

- CVC2 (Card Verification Code) si CVV2 (Card Verification Value este un cod format din trei cifre, in scris pe spatele Cardului, care poate fi utilizat pentru efectuarea tranzactiilor prin Internet sau prin comanda postala, telefon, fax sau pentru inrolarea unui Card in aplicatia Apple Pay. Acest cod trebuie sa ramana cunoscut numai de catre detinatorul/ utilizatorul cardului business.

- Parola E-Commerce (in cazul autentificarii 3D Secure): este o parola furnizata de Banca sau de o alta institutie imputernicita de Banca pentru furnizarea ei si este utilizata pentru validarea/ autorizarea unei Operatiuni de plata securizate pe Internet.

- Autentificarea prin biometrie reprezinta autentificarea detinatorului/ utilizatorului de card prin intermediul datelor biometrice (amprenta, recunoastere faciala) pentru Autorizarea tranzactiilor cu cardurile inrolate in aplicatia Apple Pay si a tranzactiilor cu cardul pe Internet, conform reglementarilor aplicabile.

- PIN - este un cod personal de identificare furnizat de Banca pentru a fi utilizat la realizarea Operatiunilor cu cardul la terminale de plata electronice si automate bancare. Codul PIN are caracter strict personal si confidential si nu trebuie dezvaluit nimanui, sub nici o forma, indiferent de context. Solicitarea PIN-ului la realizarea Operatiunilor de plata cu cardul la terminale de plata electronice si automate bancare se va face in conformitate cu reglementarile in vigoare.

Pentru Serviciile de banca la distanta:

- pentru MyBRD Net:

- a) cod Utilizator si Parola de acces
- b) cod utilizator si token mobil/ fizic.

- pentru MyBRD Mobile:

- a) PIN, amprenta digitala si recunoastere faciala, accesat prin aplicatia dedicata smartphone/ tableta.
- b) MyBRD Mobile accesat prin sesiune USSD.

- pentru MyBRD SMS: PIN

- pentru BRD@ffice/ BRD@ffice Mobile:

- a) cod Utilizator si PIN pentru dispozitivul Token

«**Value date**»: the reference date used by the Bank to calculate the interest owed for the amount debited or credited in the Account.

«**Direct Debit**»: the payment service whereby debiting the payer's payment Account is initiated by the payee on the basis of the consent given by the payer to the payee, the payment service provider of the payee or the payment service provider of the payer.

«**Affidavit**»: the Bank Client's statement according to which the Client confirms the status established under the FATCA regulation and CRS.

«**Delegate**»: the person designated in the Bank forms, upon the opening of a Current Account or afterward, by the Legal Representative or Authorized Signatory (if so mandated by the Legal Representative) to perform certain formalities, for and on behalf of the Client, within certain limits and under certain conditions.

«**Unauthorized Overdraft**»: is the amount of the fees and interests, as well as of the Payment Operations made, which exceeds the available funds in the Current Account.

«**US residence indicia**»: include at least one of the following elements: the entity is registered in the U.S.; the entity is inLegald in the U.S.; the address in the U.S.

«**Customized Security Features**»: the following elements that vary depending on the type of product/service:

For business cards:

- CVC2 (Card Verification Code) and CVV2 (Card Verification Value are three-digit codes displayed on the back of the Card, which may be used for performing transactions over the Internet or through mail order, phone, fax or to enroll a Card in the Apple Pay application. This code must be known exclusively by the holder/user of the business card.

- The E-Commerce password (in the case of 3D Secure authentication): is a password provided by the Bank or by another institution mandated by the Bank in this respect and it is used for validating/authorizing a secure Payment Operations over the Internet.

- Biometric Authentication is the authentication of the cardholder/ card user through biometric data (fingerprint, facial recognition) for Authorization of transactions with cards enrolled in the Apple Pay application and card transactions on the Internet, according to applicable regulations.

- PIN - is a personal identification code provided by the Bank to be used for performing card Operations at POS and ATMs. The PIN code is strictly personal and confidential and it must not be revealed to anyone, under no circumstance, regardless of the context. Requesting the PIN when carrying out card-based Payment Operations at Point-of-Sale terminals and Automated Teller Machines will be made in accordance with the regulations in force.

For remote banking services:

- for MyBRD Net:

- a) User code and access Password
- b) User code and mobile/ physical token.

- for MyBRD Mobile:

- a) PIN, fingerprint and facial recognition, accessed through the dedicated smartphone/ tablet application
- b) MyBRD Mobile accessed via USSD session.

- for MyBRD SMS: PIN

- for BRD@ffice/ BRD@ffice Mobile:

- a) User code and PIN for the Token device

b) amprenta digitala/ recunoastere faciala/ cod PIN pentru software-ul de autentificare M-Token.

- pentru MultiX: parolele si semnatura electronica.

Pentru serviciile furnizate prin intermediul unui tert: TPP (AISP si / sau PISP):

a) cod Utilizator si PIN pentru dispozitivul Token

b) amprenta digitala/ recunoastere faciala/ cod PIN pentru software-ul de autentificare M-Token.

«**Parola E-Commerce**»: un cod generat dinamic pentru fiecare tranzactie online efectuata pe paginile de Internet ce detin acest serviciu: „Visa Secure” sau „MasterCard Identity Check”. Codul 3D Secure este transmis catre utilizatorul de card via SMS la numarul de telefon mobil al utilizatorului declarat la Banca si necesar pentru validarea tranzactiilor pe paginile de Internet ale comerciantilor inrolati in sistemul 3D Secure. Codul 3D Secure este temporar si este valabil exclusiv pentru tranzactia pentru care se genereaza. Banca isi rezerva dreptul de a refuza aprobarea tranzactiilor neinsotite de parola E-Commerce. Pot exista comercianti care nu utilizeaza serviciile Visa Secure si/ sau Mastercard Identity Check, caz in care tranzactiile se pot realiza fara solicitarea codului 3D Secure.

«**FATCA**»: este acronimul legii din SUA denumita „Foreign Account Tax Compliance Act” (Legea privind Conformarea Fiscala aplicabila Conturilor din Strainatate) si reprezinta un set de masuri legislative adoptate in luna martie 2010 de Senatul Statelor Unite ale Americii (SUA) cu scopul de a preveni si reduce evaziunea fiscala generata de activitatea transfrontaliera a rezidentilor americani, care impune raportarea de catre institutiile financiare straine (inregistrate intr-o alta tara decat SUA) a Clientilor SUA, inclusiv a celor care traiesc in afara granitelor SUA, catre Autoritatile fiscale americane (IRS - Internal Revenue Service). FATCA a fost implementata in cadrul national de reglementare prin Legea nr. 233/2015 privind ractificarea Acordului dintre Romania si Statele Unite ale Americii pentru imbunatatirea conformarii fiscale internationale si pentru implementarea FATCA.

«**Grupul BRD**»: BRD – Groupe Société Générale S.A, impreuna cu filialele sale si societati asociate acestora.

«**Grupul Société Générale**»: grup bancar ce desfasoara la nivel international activitati organizate, din care face parte si Banca.

«**IBAN (International Bank Account Number)**»: o combinatie de litere si cifre care asigura unicitatea unui numar de cont deschis la un furnizor de servicii de plata la nivel international. IBAN-ul este furnizat Clientului de catre Banca la data deschiderii Contului si este de asemenea mentionat pe fiecare extras de cont.

«**Incasari externe**»: Operatiuni de incasare in valuta (realizate din strainatate sau de pe teritoriul Romaniei) cat si Operatiunile de incasare in Lei realizate din strainatate.

«**Informatii CRS**»: date si informatii cu privire la statutul fiscal al Clientului titular de cont, astfel cum sunt reglementate de Codul de Procedura

Fiscala;

«**Instrument de debit**»: biletele la ordin, cec-urile, cambiile.

«**Instrument de plata**»: orice dispozitiv personalizat si/sau orice set de proceduri convenite intre Client si Banca si folosit de Client pentru a initia un Ordin de plata (de ex. cardul bancar, Servicii de banca la distanta).

«**Imputernicitul pe cont - persoana cu drept de semnatura**»: persoana imputernicita de catre Rezentantantul Legal sa realizeze Operatiuni de plata pe

b) digital fingerprint/facial recognition/PIN code for the M-token authentication software

- for MultiX: passwords and electronic signature.

For services provided through a third party: TPP (AISP and/or PISP):

a) User code and PIN for the Token device

b) digital fingerprint/facial recognition/ PIN code for the M-token authentication software

«**E-Commerce Password**»: a dynamically generated code for each online transaction performed on the Internet pages that have this service: „Visa Secure” or „MasterCard Identity Check”. The 3D Secure code is sent to the card user via SMS to the user's mobile phone number declared at the Bank and required to validate transactions on Internet pages of merchants enrolled in the 3D Secure system. The 3D Secure code is temporary and valid exclusively for the transaction for which it is generated. The Bank reserves the right to refuse approval of transactions not accompanied by the E-Commerce password. There may be merchants who do not use Visa Secure and/or MasterCard Identity Check services, in which case transactions can be performed without requesting the 3D Secure code.

«**FATCA**»: is the acronym of the US law called "Foreign Account Tax Compliance Act" and it represents a set of legislative measures adopted in March 2010 by the US Senate with the purpose of preventing and reducing tax evasion generated by the cross-border activity of US residents, which requires reporting by foreign financial institutions (registered in a country other than the USA) of US Clients, including those living outside the US borders, to the US tax authorities (IRS - Internal Revenue Service). FATCA was implemented in the national regulatory framework through Law No. 233/2015 on the ratification of the Agreement between Romania and the United States of America to improve international tax compliance and to implement FATCA.

«**BRD Group**»: BRD – Groupe Société Générale S.A, together with subsidiaries and affiliate companies.

«**Société Générale Group**»: banking group carrying out organized activities at international level, of which the Bank is a part.

«**IBAN (International Bank Account Number)**»: a combination of letters and figures which ensures the uniqueness of a number of an account opened with an international payment services provider. The IBAN is communicated to the Client by the Bank at the time the Account is opened and is also mentioned on each account statement.

«**External receipts**»: foreign currency receipt Operations (conducted from abroad or from Romania) and Receipt Operations in RON conducted from abroad.

«**CRS Information**»: data and information on the tax status of the account holder Client, as regulated by the Tax Procedure Code;

«**Debit Instrument**»: promissory notes, cheques, bills of exchange.

«**Payment Instrument**»: any customized device and/or set of procedures agreed between the Client and the Bank and used by the former in order to initiate a Payment Order (e.g. bank card, Remote banking services).

«**Authorized Signatory - person entitled to sign**»: person mandated by the Legal Representative to perform Payment Operations in the Client's accounts,

Conturile Clientului, in conformitate cu imputernicirea primita, precum si alte operatiuni pentru care a fost anume imputernicit, fie la deschiderea Contului, fie ulterior.
«**IRS** (Internal Revenue Service)»: Administratia Fiscala Americana.

«**NIF**»: Numarul de Identificare Fiscala, (sau echivalentul sau functional daca nu exista un numar de identificare fiscala), atribuit de catre autoritatile fiscale din Romania/ alte tari de rezidenta.

«**Operatiune de plata**»: actiune actiune initiata de Clientul Platitor sau de beneficiarul platii cu scopul de a depune, de a transfera sau de a retrage fonduri, indiferent de orice obligatii subsecvente intre Clientul Platitor si beneficiarul platii. Detalii privind serviciile de plati se regasesc in materialul avand scop informativ afisat pe pagina de internet a Bancii www.brd.ro – „Informare privind Serviciile de plata”.

«**Operatiuni ce par a avea o legatura intre ele**»: operatiuni a caror valoare este fragmentata in transe mai mici si care au elemente comune cum ar fi: partile tranzactiilor, inclusiv Beneficiarii Reali, natura sau categoria in care se incadreaza tranzactiile si sumele implicate.

«**Optiuni comisioane pentru plati Non-UE**»: in cazul platilor in valuta sau in cazul platilor in Lei efectuate in favoarea beneficiarilor avand conturi deschise la banci din strainatate, Clientul poate alege una din urmatoarele optiuni in ceea ce priveste modalitatea de plata a comisiunilor:

«**OUR**»: toate comisiunile bancare aferente platii realizate prin transfer credit sunt platite de catre Clientul platitor (inclusiv comisiunile bancii/ bancilor intermediare).

«**BEN**»: toate comisiunile bancare aferente platii realizate prin transfer credit sunt platite de catre Clientul beneficiar al fondurilor care au facut obiectul unei Operatiuni de plata (inclusiv comisiunile bancii/ bancilor intermediare)

«**SHA**»: comisionul bancii ordonatoare este platit de Clientul platitor, comisionul bancii/lor intermediare si comisionul bancii beneficiarului este platit de catre Clientul beneficiar.

«**OUR garantat**»: exclude posibilitatea decontarii ulterioare a eventualelor comisioane ale bancii/ bancilor intermediare, comisioanele aferente platii fiind suportate de Clientul platitor o singura data, la efectuarea platii prin transfer credit.

In acest caz Banca va stabili canalul bancar pentru efectuarea platii prin transfer credit.

«**Optiuni comisioane pentru plati in UE**»: in cazul platilor externe in valuta transmise catre beneficiari care au conturi deschise la banci apartinand UE (Uniunea Europeana)/ SEE (Spatiul Economic European), comisionul este SHA. Banca isi rezerva dreptul de a modifica optiunea de comisionare indicata de Clientul platitor in situatia in care aceasta este diferita de SHA.

«**Ora - limita**»: reprezinta termenul limita stabilit de Banca pentru receptionarea (primirea) Ordinilor de plata ale Clientului, in vederea executarii anumitor tipuri de tranzactii. Acestea sunt aduse la cunostiinta Clientului prin afisare la unitatile Bancii si pagina de internet a Bancii, la adresa: www.brd.ro.

«**Ordin de plata**»: orice instructiune data de Clientul platitor Bancii sau de beneficiarul platii catre Banca sa, prin care se solicita executarea unei Operatiuni de plata.

in compliance with the received mandate, as well as other operations for which such person was specifically mandated, either upon the opening of the Account or afterward.

«**IRS** (Internal Revenue Service)»: US Tax Administration.

«**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.

«**Payment Operation**»: action initiated by the Paying Client or by the payee in order to deposit, transfer or withdraw funds, irrespective of any subsequent obligations between the Paying Client and the payee. Details regarding the Payment Services can be found in the informative material displayed on the Bank's website www.brd.ro – “Information on Payment Services”.

«**Operations that appear to be linked together**»: operations whose value is fragmented into smaller tranches and which have common elements such as: the parties to the transactions, including the Beneficial Owners, the nature or category of the transactions and the amounts involved.

«**Fee options for Non-EU payments**»: in the case of payments in foreign currency or in RON made in favor of beneficiaries whose accounts are opened with banks abroad, the Client may choose one of the following options regarding the method of payment of the fees:

«**OUR**»: all banking fees corresponding to the payment made by credit transfer are paid by the Paying Client (including the fees of the bank/intermediary banks).

«**BEN**»: all banking fees corresponding to the payment made by credit transfer are paid by the Client beneficiary of funds subject to a Payment Operation (including the fees of the bank/ intermediary banks)

«**SHA**»: the fee of the instructing bank is paid by the Paying Client, while the fee of the intermediary bank(s) and the fee of the beneficiary's bank is paid by the beneficiary Client.

«**Guaranteed OUR**»: excludes the subsequent settlement of any fees of the intermediary bank(s), the fees related to the payment being borne by the Paying Client only once, when making the payment by credit transfer.

In this case, the Bank will set the bank channel for making the payment by credit transfer.

«**Fee options for EU payments**»: in the case of external payments in foreign currency sent to beneficiaries with accounts opened within EU Banks (European Union)/ EEA (European Economic Area), the applicable fee is SHA. The Bank reserves its right to modify the fee option indicated by the Paying Client if it is different from SHA.

«**Cut-OFF**»: means the deadline set by the Bank for the receipt of Client's Payment Orders, for performing certain types of transactions. They are communicated to the Client by display in the Bank units and on the Bank's website, at the address: www.brd.ro.

«**Payment Order**»: any instruction given by the Paying Client to the Bank or by the payee to its Bank, through which order is given to execute a Payment Operation.

In sensul diferentierii instructiunii date de catre Client de instrumentul de plata pe suport hartie, se va folosi si notiunea de „Ordin de plata pe suport hartie”.

«**Persoane expuse public**»: sunt persoanele fizice care exercita sau au exercitat functii publice importante, membrii directi ai familiilor acestora, precum si persoanele cunoscute public ca asociati apropiati ai persoanelor fizice care exercita functii publice importante.

Persoanele fizice care exercita, in sensul prezentei legi, functii publice importante sunt:

- sefii de stat, sefii de guverne, membrii parlamentelor, comisarii europeni, membrii guvernelor, consilierii prezidentiali, consilierii de stat, secretarii de stat;
- membrii curtilor constitutionale, membrii curtilor supreme sau ai altor inalte instante judecatoresti ale caror hotarari nu pot fi atacate decat prin intermediul unor cai extraordinare de atac;
- membrii curtilor de conturi sau asimilate acestora, membrii consiliilor de administratie ale bancilor centrale
- ambasadorii, insarcinati cu afaceri, ofiterii de rang inalt din cadrul fortelor armate;
- conducatorii institutiilor si autoritatilor publice;
- membrii consiliilor de administratie si ai consiliilor de supraveghere si persoanele care detin functii de conducere ale regiilor autonome, ale societatiilor comerciale cu capital majoritar de stat si ale companiilor nationale.

Niciuna dintre categoriile prevazute mai sus nu include persoane care ocupa functii intermediare sau inferioare. Categoriile respective cuprind, dupa caz, functiile exercitate la nivel comunitar sau international. Membrii directi ai familiilor persoanelor expuse public sunt: sotul/sotia, copiii si sotii/sotiile acestora si parintii.

Persoanele cunoscute public ca asociati apropiati persoanelor fizice care exercita functii publice importante sunt persoanele fizice despre care este de notorietate ca:

- impreuna cu una dintre persoanele cu functii publice detin ori au o influenta semnificativa asupra unei Persoane Juridice ori entitati sau constructii juridice ori au o relatie de afaceri stransa cu aceste persoane;
- detin sau au o influenta semnificativa asupra unei Persoane Juridice ori entitati sau constructii juridice infiintate in beneficiul uneia dintre persoanele cu functii publice.

«**Persoana SUA (sau persoana americana)**»: reprezinta orice persoana fizica sau juridica, parteneriat, corporatie, trust sau orice alta forma de organizare, reglementate de legile SUA, obligat/a sa plateasca taxe in SUA. Persoanele SUA sunt contribuabili americani indiferent daca domiciliaza, locuiesc sau desfasoara activitati in SUA sau in afara teritoriului SUA.

«**Plata Contactless**»: plata rapida, efectuata prin apropierea cardului de Terminalul cu functionalitate Contactless. Pentru platile Contactless ce nu depasesc o valoare stabilita de organizatiile internationale de carduri, nu este necesara introducerea codului PIN; dupa fiecare 5 tranzactii contactless consecutive realizate fara introducerea codului PIN, urmatoarea (cea de-a 6-a tranzactie) se va efectua in mod obligatoriu cu introducerea codului PIN; in momentul in care suma cumulata a tranzactiilor contactless consecutive realizate fara introducerea codului PIN depaseste valoarea de 150 EUR (sau echivalent in LEI), urmatoarea tranzactie se va efectua in mod obligatoriu cu introducerea codului PIN.

In order to differentiate the instruction given by the Client from the payment instrument on paper, the notion of “Payment Order on paper” will also be used.

«**Publicly exposed persons**»: natural persons who hold or have held important public offices, their direct family members, and also persons publicly known as close associates of natural persons holding important public offices.

Natural persons exercising, for the purposes of this law, important public offices are:

- heads of state, heads of government, members of parliaments, European commissioners, government members, presidential advisers, state councilors, state secretaries;
- members of the constitutional courts, members of the supreme courts or other high courts whose judgments can only be appealed through extraordinary remedies;
- members of the courts of auditors or assimilated to them, members of the boards of directors of central banks
- ambassadors, chargés d'affair, senior officers within the armed forces;
- heads of public institutions and authorities;
- members of the boards of directors and of the supervisory boards and persons holding leading positions of the autonomous municipal companies, of companies with majority state capital and of national companies.

None of the above-mentioned categories includes people who hold intermediate or inferior positions. The concerned categories include, as the case may be, positions at the European Community or international level. The direct members of the families of the publicly exposed persons are: spouse, children and their spouses and parents.

The persons publicly known as close associates of natural persons who exercise important public offices are natural persons about which it is well known that:

- jointly with one of the persons holding a public office hold or have a significant influence on a Legal Person or entity or legal arrangement, or have a close business relationship with these persons;
- have a significant influence on a Legal Person or entity or legal arrangement set up for the benefit of one of the persons with public office.

«**US Person**»: means any natural or legal person, partnership, corporation, trust or any other form of organization, governed by U.S. laws and required to pay taxes in the U.S. US Persons are U.S. taxpayers whether residing, living or operating in the U.S. or outside U.S. territory.

«**Contactless Payment**»: quick payment, made by approaching the card to the Terminal with Contactless functionality. For Contactless payments that do not exceed a value set by international card organizations, it is not necessary to enter the PIN code; after every 5 consecutive contactless transactions made without entering the PIN code, the next one (the 6th transaction) shall require entering the PIN code; when the cumulative amount of consecutive contactless transactions made without entering the PIN code exceeds the value of EUR 150 (or equivalent in RON), the next transaction will require entering the PIN code.

«**Plati externe**»: reprezinta Operatiuni de plata in valuta (efectuate in strainatate sau pe teritoriul Romaniei) cat si Operatiunile de plata in Lei efectuate in strainatate.

«**Plati interne**»: reprezinta Operatiuni de plata in Lei, pe teritoriul Romaniei.

«**Ordin de plata programata**»: o instructiune data de un platitor prestatorului de servicii de plata care detine Contul de plati al platitorului de a executa transferul de credit la intervale regulate sau la date prestabilite.

«**Persoana Jurdica**»: reprezinta orice persoana juridica, reglementata conform legislatiei in vigoare.

«**Reprezentant Legal**»: reprezinta persoana desemnata prin documentele constitutive ale Clientului, sau prin alt document al Clientului, sa actioneze in numele si pe seama Clientului, sa reprezinte Clientul in relatia cu tertii (inclusive cu Banca).

«**Servicii de banca la distanta**»: reprezinta servicii puse la dispozitia Clientului prin intermediul Instrumentelor de plata cu acces la distanta. BRD ofera urmatoarele Servicii de banca la distanta: BRD@ffice (Internet Banking), BRD@ffice Mobile (Mobile banking), MultiX (Home Banking), MyBRD Mobile (Mobile banking), MyBRD Net (Internet banking) si MyBRD Sms (SMS banking).

«**SUA**»: Statele Unite ale Americii

«**Suport durabil**»: orice instrument care permite Clientului sa stocheze informatii care ii sunt adresate personal, intr-un mod accesibil pentru consultari ulterioare pentru o perioada de timp adecvata scopurilor informatiilor respective si care permite reproducerea identica a informatiilor stocate.

«**Tara de rezidenta juridica**»: tara in care Clientul are sediul. Acest fapt este dovedit prin prezentarea de catre Client a documentelor privind constituirea/ infiintarea Clientului.

«**Tara de rezidenta fiscala**»: a unei persoane reprezinta tara in care aceasta este inregistrata, are sediul conducerii efective, sau in care indeplineste criteriile de natura similara, in conformitate cu legislatia din tara respectiva. Veniturile obtinute din Romania de o Persoana Juridica nerezidenta fiscal in Romania, impozabile in Romania, se impun, dupa caz, folosind cota de impozit cu retinere la sursa prevazuta de Legea 227/2015 privind Codul Fiscal. Aceasta cota poate fi reduca in conformitate cu prevederile Conventiei de evitare a dublei impuneri incheiate intre Romania si tara de rezidenta a Clientului, daca Persoana Juridica prezinta un certificat de rezidenta fiscala valabil la data obtinerii venitului, in original sau copie legalizata, insotit de o traducere autorizata in limba romana.

«**Termenul maxim de executie**»: intervalul maxim de timp in care Banca poate executa Operatiunea de plata cu conditia respectarii Orelor limita interne de depunere /transmitere a acesteia.

«**Terminal**»: dispozitiv electronice sau mecanic (de ex: POS, ATM (Bancomat), imprimant, internet) ce permite detinatorului/ utilizatorului de card efectuarea de Operatiuni de plata, retrageri si depuneri de numerar, precum si alte tipuri de operatiuni.

«**Terminal cu functionalitate Contactless**»: terminal care afiseaza simbolul Contactless, dotat cu tehnologie ce permite efectuarea de tranzactii rapide prin simpla apropiere a cardului si introducerea codului PIN si/ sau semnarea chitantei aferente tranzactiei, daca este cazul; tranzactiile care se pot efectua fara introducerea codului PIN si/ sau semnarea chitantei aferente sunt cele cu o

«**External Payments**»: are Payment Operations in foreign currency (performed abroad or in Romania), as well as the Payment Operations in RON performed abroad.

«**Domestic Payments**»: represent Payment Operations in RON, on Romania's territory.

«**Standing Order**»: an instruction given by a payer to the payment service provider holding the payer's payment Account to execute the credit transfer at regular intervals or at predetermined dates.

«**Legal Person**»: represents any Legal Person, regulated according to the legislation in force.

«**Legal Representative**»: is the person designated in the Client's instruments of incorporation or other documents of the Client to act in the name and on behalf of the Client, to represent the latter in the relationship with third parties (the Bank included).

«**Remote banking services**»: are services provided to the Client through the remote access Payment Instruments. BRD provides the following Remote banking services: BRD@ffice (Internet Banking), BRD@ffice Mobile (Mobile banking), MultiX (Home Banking), MyBRD Mobile (Mobile banking), MyBRD Net (Internet banking) and MyBRD SMS (SMS banking).

«**USA**»: United States of America

«**Durable Medium**»: any instrument allowing the Client to store information addressed to it, in an accessible manner for further consultation and for a period of time corresponding to the purpose of the respective information, and which allows the identical reproduction of the information stored.

«**Country of legal residence**»: country of the Client's registered office. This is proven by the submission by the Client of its incorporation/ set-up documents.

«**Country of tax residence**»: of a person is the country in which it is registered, has its place of effective management, or in which it fulfills criteria of a similar nature, in accordance with the legislation of the respective country. Income obtained in Romania by a Legal Person, non-resident for tax purposes in Romania, taxable in Romania, are taxed, as the case may be, using the withholding tax rate provided by Law 227/2015 on the Tax Code. This rate may be reduced in accordance with the provisions of the Convention for the Avoidance of Double Taxation concluded between Romania and the Client's country of residence, if the Legal Person presents a valid tax residence certificate valid on the date when the income is obtained, in original or authenticated copy, accompanied by an authorized translation into Romanian.

«**Execution Deadline**»: the maximum time span, during which the Bank may execute the Payment Operation, provided the internal deadlines for submitting/transmitting such operation are respected.

«**Terminal**»: electronic or mechanical device (e.g.: POS, ATM (automatic bank machine), imprimant, internet) that allows the cardholder/card user to perform Payment Operations, cash withdrawals and deposits, as well as other types of operations.

«**Terminal with Contactless functionality**»: terminal that displays the Contactless symbol, equipped with technology allowing quick transactions to be carried out by simply approaching the card and entering the PIN code and/ or signing the receipt for the transaction, where appropriate; transactions that can be performed without entering the PIN code and/ or signing the

valoare mai mica decat limita stabilita de organizatiile de carduri si de autoritatile bancare europene. Aceste limite sunt afisate pe pagina de internet a Bancii si pot fi modificate oricand de organizatiile de carduri sau de autoritatile bancare europene.

«**Token**»: este o serie unica de cifre in format digital ce asigura substituirea securizata a datelor unui Card inregistrat de Client in aplicatia Apple Pay pe un dispozitiv Apple. Numarul Token-ului este diferit de numarul de pe fata Cardului inrolat in aplicatia Apple Pay, in scopul cresterii securitatii tranzactiilor.

«**Transfer credit**»: serviciu de plata prin care se crediteaza Contul de plati al beneficiarului platii ca urmare a unei operatiuni de plata sau a unei serii de operatiuni de plata efectuate din Contul de plati al platitorului de catre prestatorul de servicii de plata care detine Contul de plati al platitorului, in baza unei instructiuni date de platitor.

«**Zi lucratoare**»: reprezinta o zi bancara (cu exceptia zilelor de sambata si duminica si a celorlalte sarbatori legale recunoscute in Romania) in care Banca desfasoara activitati specifice si este deschisa publicului.

«**3D Secure**»: protocol de securitate pentru tranzactiile efectuate online cu cardul pe paginile de Internet care detin acest serviciu si afiseaza siglele: „Visa Secure” sau „MasterCard Identity Check”.

2. In prezentele Conditii Generale Bancare, cuvintele folosite la singular includ si pluralul si vice versa, iar cuvintele de gen masculin includ si genul feminin si vice versa.

C. SFERA DE APLICARE

1. Prevederile prezentului Contract se completeaza cu prevederile contractelor si formularelor specifice aferente fiecarui produs/ serviciu.

2. Prezentul Contract intra in vigoare de la data semnarii de primire de catre Client si ramane in vigoare pana la data inchiderii tuturor Conturilor Clientului si incetarea efectelor tuturor contractelor specifice incheiate cu acesta. Prezentele Conditii Generale de Bancare formeaza cadrul general in relatia Banca-Client si se vor aplica oricarui tip de serviciu/ produs, urmand a fi completate, dupa caz, cu dispozitiile specifice fiecarui tip de produs sau serviciu prin formularele incheiate intre Banca si Client, daca e cazul.

Aceste conditii sunt generale, nu exhaustive, ele putand fi completate cu practicile internationale uniforme si cu cele referitoare la diverse tipuri de operatiuni, acolo unde acestea exista si Banca decide sau trebuie sa le urmeze.

3. Prezentele Conditii Generale Bancare inlocuiesc formele anterioare ale Conditiiilor Generale Bancare, si orice dispozitie contrara existenta in contractele, documentele si/ sau formularele specifice produselor si serviciilor, incheiate anterior intrarii in vigoare a Conditiiilor Generale Bancare in aceasta varianta si, daca este cazul, le completeaza.

4. In caz de conflict intre prevederile existente in prezentele Conditii Generale Bancare si conditiile speciale din contracte, documente si/ sau formulare distincte incheiate intre Client si Banca la aceeasi data sau ulterior intrarii in vigoare a prezentelor Conditii Generale Bancare, vor prevala conditiile speciale din contractele, formularele sau documentele specifice.

5. Modificarea sau incetarea unuia din produsele sau serviciile utilizate de Client se realizeaza in conditiile

related receipt are the ones with a value lower than the limit set by card organizations and the European banking authorities. These limits are displayed on the Bank's website and may be modified at any time by card organizations or European banking authorities.

«**Token**»: is a unique series of numbers in digital format which ensures the secure substitution of the data of a Card registered by the Client in the Apple Pay application on an Apple device. The Token number is different from the number on the front of the Card enrolled in the Apple Pay application, in order to increase the transaction security.

«**Credit Transfer**»: payment service crediting the payment Account of the payee as a result of a payment operation or a series of payment operations carried out from the payer's payment Account by the payment service provider holding the payer's payment Account, on the basis of an instruction given by the payer.

«**Working Day**»: represents a bank day (except for the Saturdays and Sundays and the other legal holidays accepted in Romania) in which the Bank performs specific activities and is opened to the public.

«**3D Secure**»: security protocol for online card transactions on the Internet pages that hold this service and display the following logos: „Visa Secure” or „MasterCard Identity Check”.

2. In these General Banking Conditions, the words importing the singular shall include the plural and vice versa, and words in the masculine gender shall include the feminine gender and vice versa.

C. SCOPE

1. The provisions of this Contract are completed with the provisions of the contracts and of the forms specific to each product/service.

2. This contract shall take effect from the date of the receipt signature by the Client and shall remain in effect until the date of closure of all Accounts of the Client and the termination of all specific contracts concluded with it. These General Banking Conditions represent the general framework in the Bank-Client relationship and will apply to any type of service/product, and they will be completed, as applicable, with the provisions specific to each type of product or service by means of forms signed between the Bank and the Client, where appropriate.

These conditions are general, not exhaustive, and may be completed with the uniform international practices and with those related to various types of operations, where they exist and the Bank decides or is required to follow them.

3. These General Banking Conditions replace the previous forms of the General Banking Conditions and any provision to the contrary existing in the contracts, documents and/ or specific forms regarding the products and services, signed before the entry into force of these General Banking Conditions, and, where appropriate, supplement them.

4. Should any conflict occur between the provisions of these General Banking Conditions and the special conditions in any distinct contract, document and/ or form signed between the Client and the Bank on the same date or after these General Banking Conditions come into force, the special provisions in the specific contracts, forms or documents shall prevail.

5. The amendment or termination of one of the products or services used by the Client shall be made

prevazute de respectivul contract si nu afecteaza valabilitatea celorlalte produse sau servicii sau a prezentelor Conditii Generale Bancare.

6. Orice derogare de la aplicarea Contractului fata de Client trebuie convenita in mod expres, in scris, intre Banca si Client. In situatia in care Banca si Clientul convin sa modifice prezentul Contract, modificarile vor fi convenite intr-un act additional scris la Contract, care vor intra in vigoare la data semnarii actului additional, fiind valabile/ aplicabile doar pentru Clientul respectiv. Banca are dreptul sa inceteze orice raporturi existente cu Clientul, in cazul in care in urma negocierilor, modificarile propuse de acesta nu sunt agreate de catre Banca.

CAPITOLUL II. DESCHIDEREA, FUNCTIONAREA SI INCHIDEREA CONTURILOR

A. GENERALITATI

1. Conform legislatiei in vigoare, Banca are obligatia de a verifica identitatea Clientului si a Beneficiarului Real inainte de stabilirea relatiei de afaceri sau de efectuarea unor Operatiuni de plata. In plus, Clientul este obligat sa prezinte Bancii toate Informatiile CRS, conform legislatiei in vigoare.

Clientul este obligat sa prezinte Bancii toate Informatiile CRS si toate documentele solicitate, care atesta statutul sau juridic, fiscal, conform legislatiei in vigoare, inclusiv reglementarile privind cunoasterea Clientelei, prevenirea si combaterii spalarii banilor si a finantarii actelor de terorism, regulamentul valutar, etc, precum si orice alte documente solicitate de catre Banca. In cazul in care Clientul nu accepta sa ofere toate elementele si informatiile de mai sus, Banca va refuza intrarea in relatia cu acesta si implicit deschiderea Conturilor.

2. La cererea expresa a Clientului, Banca poate deschide Conturi curente cu sau fara carduri business atasate si alte tipuri de cont (conturi de depozite, consemnare capital social etc.), in Lei sau/ si in valuta. Conturile se deschid de catre unitatile Bancii, pe baza completarii si semnarii de catre Client a formularelor standard ale Bancii, insotite de documentele solicitate de aceasta. Banca poate pune la dispozitia Clientilor conturi cu functionalitati speciale si alte tipuri de produse de economisire si plasamente. Aceste produse sunt reglementate, fiecare in parte, de propriile lor conditii specific bancare, disponibile in formularistica (contractele sau documentatia) lor de achizitie.

Banca are dreptul de a deschide Conturi tehnice in cazurile in care asupra Conturilor Clientului au fost dispuse masuri de indisponibilizare (de ex. popriri, masuri asiguratorii etc.), precum si in cazul necesitatilor de gestiune a anumitor operatiuni aferente serviciilor contractate de Client de la Banca, printre care, dar fara a se limita la, creditarea Conturilor, prelungirea scadentei unei obligatii de plata, incasarea primelor de asigurare sau a sumelor de bani la care Banca este indreptatita in mod legal in urma unor procese de valorificare.

Prin deschiderea acestor Conturi tehnice nu se nasc drepturi si obligatii reciproce in sarcina Partilor, suplimentar fata de cele aferente celorlalte tipuri de Conturi ale Clientului.

under the conditions stipulated in the respective contract and shall not affect the validity of the other products or services, or of these General Banking Conditions.

6. Any derogation from the application of this Contract to the Client must be specifically agreed, in writing, between the Bank and the Client. Where the Bank and the Client agree to amend this Contract, such amendments shall be agreed in a written addendum to the Contract, which shall come into force at the date of signing the addendum, being valid/ applicable only to the respective Client. The Bank is entitled to terminate any existing relationship with the Client if, following negotiations, the amendments proposed by the latter are not accepted by the Bank.

CHAPTER II. ACCOUNT OPENING, OPERATION AND CLOSURE

A. GENERAL ASPECTS

1. According to the legislation in force, the Bank has the obligation to check the identity of the Client and of the Beneficial Owner before establishing the business relationship or performing Payment Operations. In addition, the Client has the obligation to submit to the Bank all CRS Information, according to the legislation in force.

The Client is bound to submit to the Bank all CRS Information and all the requested documents, attesting its legal and fiscal status, as per the legislation in force, including the regulations concerning Know Your Client, preventing and combating money laundering and terrorism financing, the foreign exchange regulation etc., as well as any other documents requested by the Bank. When the Client does not agree to provide all the elements and information mentioned above, the Bank shall refuse to enter into a relationship with the Client, and, implicitly, to open the Accounts.

2. At the Client's specific request, the Bank may open current Accounts with or without business cards attached and other types of accounts (deposit, share capital etc.), in RON and/ or in foreign currency. The Bank units open the accounts based on the Bank forms filled in and signed by the Client, and on the documents requested by the Bank. The Bank may make available to Clients accounts with special features and other types of saving and investment products. These products are regulated by their own specific banking conditions, available in their purchase forms (contracts or related documents).

The Bank has the right to open technical Accounts in cases where freezing measures have been ordered on the Client's Accounts (e.g. attachments, precautionary measures etc.), as well as in case of needs to manage certain operations related to the services contracted by the Client from the Bank, including, but not limited to, crediting the Accounts, extending the due date of a payment obligation, receipt of insurance premiums or amounts of money to which the Bank is legally entitled as a result of recovery procedures.

The opening of such Technical Accounts does not lead to mutual rights and obligations for the Parties, in addition to those related to the other types of Accounts of the Client.

3. Oricarui Cont i se pot atasa diverse produse sau servicii, la solicitarea Clientului si cu respectarea conditiilor Bancii.
4. In orice moment in timpul relatiei contractuale, Clientul are dreptul sa primeasca, la cerere, pe suport hartie sau pe orice alt suport durabil informatiile conform celor specificate in prezentul Contract.
5. Clientul declara ca a avut acces la toate informatiile solicitate si ca intelege conditiile, drepturile si obligatiile partilor mentionate in prezentul Contract.

B. INTRAREA IN RELATIE CU BANCA. DESCHIDEREA CONTURILOR.

1. Din momentul intrarii in relatie cu Banca, si ulterior pe toata durata relatiei contractuale cu Banca, Clientul prin Reprezentantul sau Legal poate (a) deschide Conturi curente in Lei si/ sau alte valute la Banca si poate inceta relatia si/ sau de a inchide Conturile curente in Lei si/ sau alte valute; (b) numi Imputernicitul pe cont si limitele mandatului acestuia in relatia cu Banca precum si de a revoca, modifica sau limita mandatul acordat acestuia; (c) solicita emiterea de carduri business pe Contul Clientului si numirea/ desemnarea utilizatorilor pentru cardurile solicitate, inclusiv a le stabili limite de utilizare pe Conturile Clientului; (d) solicita activarea Serviciilor de banca la distanta pe Conturile Clientului precum si de a numi utilizatorii pentru acestea, inclusiv de a le stabili limite de utilizare si vizualizare pe Conturile Clientului; (e) solicita inchiderea/ blocarea cardurilor business, respectiv a Serviciilor de banca la distanta, (f) incheia diverse contracte/ conventii cu Banca in vederea furnizarii unor servicii (de ex: plata drepturilor salariale cuvenite angajatilor pe carduri, contracte de credit etc); (g) efectua Operatiuni de plata pe Conturile Clientului conform specificatiilor mentionate in formularele Bancii. Clientul va prezenta Bancii documentele (inclusiv dovada efectuarii formalitatilor de inregistrare la Registrul Comertului) prin care se dovedeste, in modalitatea solicitata de Banca, ca Reprezentantul Legal a fost numit in mod corespunzator si ca modalitatea de numire a acestuia respecta documentele constitutive ale Clientului, precum si legislatia in vigoare.

2. Formularul de Intrare in Relatie cu Banca, Cererile de deschidere de Cont curent si alte documente contractuale vor fi semnate de catre Client, prin Reprezentant Legal.

3. La deschiderea Conturilor, Banca solicita Clientului sa desemneze Imputernicitul pe cont si Delegatul precum si orice informatie si documente necesare identificarii acestora. Documentele referitoare la Operatiunile de plata vor fi semnate de catre Imputernicitul pe cont, conform drepturilor atribuite de catre Reprezentatul Legal.

In conformitate cu prevederile Codului de procedura fiscala, incepand cu 1 ianuarie 2018, odata cu deschiderea unui Cont bancar sau cu inchirierea unei casete de valori unui Client nerezident, ce inca nu detine un numar de identificare fiscala/ cod de identificare fiscala emis de autoritatile romane, Banca are obligatia de a solicita autoritatilor fiscale romane inregistrarea fiscala a respectivului Client si atribuirea unui NIF, sau dupa caz, a unui cod de inregistrare fiscala.

4. Reprezentantul Legal va stabili competentele Imputernicitului pe cont in relatia cu Banca printr-un formular special (Fisa cu specimene semnaturi) pentru

3. At the Client's request, various products and services may be attached to any Account, in compliance with the Bank's conditions.

4. At any time during the contractual relationship, the Client is entitled to receive, upon request, in hard copy or on any other durable medium, the information as specified herein.

5. The Client declares that it has had access to all the requested information and that understands the conditions, rights and obligations of the parties mentioned herein.

B. ENTERING INTO RELATIONSHIP WITH THE BANK. ACCOUNT OPENING.

1. From the moment when it starts a relationship with the Bank and, afterward, throughout its entire contractual relationship with the Bank, the Client, through its Legal Representative, may: (a) open current Accounts in RON and/ or other currencies with the Bank and terminate the relationship and/ or close the current Accounts in RON and/ or other currencies; (b) appoint an Authorized Signatory and the limits of his/ her mandate in relation to the Bank, as well as revoke, amend or limit his/ her mandate; (c) request the issuance of business cards on the Client's Account and appoint/ designate users for the requested cards, as well as set utilization limits on the Client's Accounts; (d) request the activation of Remote banking services on the Client's Accounts, as well as appoint users for them, and set utilization and visualization limits on the Client's Accounts; (e) request the closing/blocking of business cards and of Remote banking services, (f) enter into various contracts/ agreements with the Bank for the provision of certain services (e.g.: payroll agreements, loan agreements etc.); (g) perform Payment Operations on the Client's Accounts, according to the specifications in the Bank forms.

The Client will submit to the Bank the documents (including the proof of having performed the registration formalities with the Trade Register), whereby it is proven, in the way required by the Bank, that the Legal Representative was duly appointed, in compliance with the Client's instruments of incorporation and with the legislation in force.

2. The Bank application form, the applications for opening a Current Account and other contract documents will be signed by the Client, through its Legal Representative.

3. When opening the Accounts, the Bank requires the Client to appoint the Authorized Signatory and the Delegate, as well as any information and documents necessary to identify them. Documents related to Payment Operations will be signed by the Authorized Signatory, according to the rights assigned by the Legal Representative.

According to the provisions of the Tax Procedure Code, starting with January 1, 2018, when opening a bank Account or renting a safe deposit box for/ to a Client that is not resident for tax purposes, and that does not yet have a tax identification number/ tax identification code issued by the Romanian authorities, the Bank has the obligation to request the Romanian tax authorities to perform the fiscal registration of the respective Client and assign a TIN, or, as the case may be, of a tax registration code.

4. The Legal Representative will set the competencies of the Authorized Signatory in relation to the Bank through a special form (Specimen Signature Form) for

operatiuni la nivelul unitatii Bancii, si in baza caruia Banca va permite Imputernicitului:

(a) efectuarea de Operatiuni de plata (debitare si/ sau creditare a Contului curent) la ghiseu, (b) desemnarea Delegatului, (c) alte operatiuni, cu respectarea prezentului Contract si a mandatului primit.

In cazul operatiunilor realizate prin intermediul Serviciilor de banca la distanta Reprezentantul Legal va stabili competentele pentru Imputernicitul pe cont/ persoana cu drept de semnatura prin contractul specific aferent serviciilor utilizate. Competentele vor fi valabile si in cazul operatiunilor realizate prin intermediul unui tert: TPP (AISP si/ sau PISP).

5. Reprezentantul Legal sau Imputernicitul pe cont, daca a fost mandatat in acest scop, poate acorda Delegatului, prin formularul specific pus la dispozitie de catre Banca (formular Delegatie), urmatoarele drepturi: (a) depunere documente; (b) ridicare documente; (c) ridicare extrase de cont; (d) depunere numerar pe baza documentelor semnate in nume propriu sau de Imputernicitul pe cont; (e) ridicare numerar pe baza documentelor semnate de Imputernicitul pe cont.

6. Reprezentantul Legal, Imputernicitul pe cont, respectiv Delegatul, vor depune specimenul de semnatura pe formularele specifice puse la dispozitie de catre Banca

7. Banca poate refuza sa execute un Ordin de plata din partea Clientului in cazul in care semnatura de pe respectivul Ordin de plata nu se potriveste cu specimenul de semnatura furnizat Bancii si/ sau nu sunt respectate limitele mandatului Imputernicitului pe cont furnizat prin intermediul formularelor specifice puse la dispozitie de catre banca.

Clientul este de acord, prin prezentul Contract, ca Banca nu va fi tinuta responsabila pentru daunele directe sau indirecte create de orice Operatiune de plata falsificata sau contrafacuta.

8. Clientul declara ca orice mandat acordat prin intermediul formularelor Bancii se considera dat pe o perioada de 15 (cincisprezece) ani, cu posibilitatea revocarii in orice moment. Clientul se obliga sa informeze persoana mandatata cu privire la durata mandatului si drepturile conferite acestuia prin mandat. Mandatul/ imputernicirea unei persoane sa reprezinte Clientul in relatia cu Banca ramane valabila pana la expirarea termenului mentionat mai sus sau pana la data primirii de catre Banca in scris a unei notificari in acest sens si a documentelor doveditoare cu privire la revocarea sau modificarea acesteia. Banca este indreptatita sa solicite orice document considera a fi necesar cu privire la aceste modificari, inclusiv dovada indeplinirii formalitatilor de inregistrare la Registrul Comertului pentru Reprezentantul Legal.

Modificarea va deveni opozabila Bancii in Ziua lucratoare urmatoare primirii si a confirmarii de catre Banca a faptului ca documentele prezentate sunt satisfacatoare pentru Banca.

Banca este autorizata sa efectueze Ordinele de plata initiate de catre Reprezentantul Legal/ Imputernicitul pe cont anterior Zilei lucratoare in care intra in vigoare modificarea intervenita conform paragrafului precedent iar Banca nu va fi tinuta responsabila pentru niciuna dintre daunele directe sau indirecte ce decurg din acestea.

9. Clientul este direct raspunzator fata de Banca pentru orice pierdere suferita de aceasta, ca urmare a neaducerii la cunostinta Bancii despre vreo restrictie sau limitare in

operations at the Bank's units, based on which the Bank will allow the Authorized Signatory:

(a) to perform Payment Operations (debiting and/or crediting the current Account) at the counter, (b) to designate the Delegate, (c) to perform other operations, in compliance with this Contract and with the received mandate.

In the case of operations performed through Remote banking services, the Legal Representative shall establish the competencies for the Authorized Signatory/ the person entitled to sign through the specific contract for the used services. The competences will also apply to operations carried out through a third party: TPP (AISP and/or PISP).

5. The Legal Representative or Authorized Signatory, if mandated to this end, can grant the Delegate, through the specific form provided by the Bank (Delegation Form), the following rights: (a) to submit documents; (b) to collect documents; (c) to collect account statements; (d) to deposit cash based on the documents signed in own name or by the Authorized Signatory; (e) to withdraw cash based on the documents signed by the Authorized Signatory.

6. The Legal Representative, the Authorized Signatory and Delegate respectively shall submit their specimen signatures on the specific forms provided by the Bank.

7. The Bank may refuse to execute a Payment Order from the Client if the signature on such Payment Order does not match the specimen signature provided to the Bank and/or the limits of the mandate given to the Authorized Signatory through the specific forms provided by the Bank are not observed.

The Client hereby agrees that the Bank will not be held liable for the direct or indirect damage caused by any forged or counterfeit Payment Operation.

8. The Client represents that any mandate provided through Bank forms is deemed to be provided for 15 (fifteen) years, with the possibility to revoke it at any time. The Client undertakes to notify to the mandated person regarding the duration of the mandate and the rights provided to the latter through the mandate. The mandate/empowerment given to a person to represent the Client in relation to the Bank remains valid until the expiry of the aforementioned deadline or until the date of receipt by the Bank of a written notice in this respect, and of the documents attesting the revocation or modification of the same. The Bank is entitled to request any document deemed necessary with regard to such modifications, including the proof of fulfilling the registration formalities with the Trade Register for the Legal Representative.

The modification will become enforceable against the Bank on the Working Day following the receipt by the Bank of the documents, and its confirmation that such documents are satisfactory to it.

The Bank is authorized to perform the Payment Orders initiated by the Legal Representative/ Authorized Signatory prior to the Working Day on which the modification mentioned in the above paragraph comes into force, and the Bank shall not be held liable for any direct or indirect damage arising therefrom.

9. The Client is directly liable towards the Bank for any loss incurred by the latter following the failure to inform

ceea ce privește mandatul Imputernicitului acestuia pe Cont.

10. În cazul în care apare o dispută sau o situație conflictuală de orice natură care, în opinia Bancii, împiedică stabilirea fără echivoc a Reprezentantului Legal și/ sau a Imputernicitului pe cont, ori a limitelor sau a valabilității mandatului acestuia, ori împiedică desfășurarea normală a operațiunilor pe Conturile Clientului, sau în cazul primirii de către Banca a unor Ordine de plată contradictorii, Banca are dreptul de a suspenda orice Operațiune inițiată, de a bloca Conturile Clientului sau de a întreprinde orice măsură pe care o consideră necesară, până la soluționarea disputei, dovedită prin prezentarea unor documente satisfăcătoare pentru Banca (de ex. hotărâri judecătorești definitive și irevocabile, extras sau certificat constatator de la Registrul Comerțului sau alte documente emise de o autoritate competentă etc.). Banca nu va putea fi ținută răspunzătoare pentru niciuna dintre daunele directe sau indirecte care decurg din exercitarea de către Banca a dreptului menționat anterior.

11. În vederea respectării legislației FATCA și CRS, în cazul în care datele cu caracter personal sau operațiunile efectuate, se încadrează în criteriile FATCA și CRS, Clientul autorizează Banca să transmită aceste informații către autoritățile fiscale americane (IRS), respectiv către ANAF.

12. Clientul autorizează în mod expres Banca să permită accesul/ să transmită (în țară și/ sau în străinătate) informații de natură secretului bancar, în sensul Ordonanței de Urgență nr. 99/ 2006, către membrii Grupului Société Générale, autorități publice centrale, ANAF, autorități publice locale, agenți de colectare a debitelor/ recuperare a creanțelor, autorități judecătorești, societăți de asigurare și reasigurare, precum și către orice alte categorii de Destinatari ai datelor, conform "Anexei Informare privind prelucrarea datelor cu caracter personal Clienti Persoane Juridice".

13. Banca acordă accesul unui TPP (PISP sau AISP) la Conturile deținute de Client, pe baze obiective, nediscriminatorii și proporționale.

14. Clientul are dreptul de a utiliza servicii de inițiere a plății furnizate de un PISP și/ sau servicii de informare cu privire la conturi furnizate de un AISP. În vederea realizării acestor operațiuni, Clientul trebuie să dețină un Cont curent accesibil online.

C. FUNCȚIONAREA CONTURILOR/ EFECTUAREA OPERAȚIUNILOR DE PLATA

1. FUNCȚIONAREA CONTURILOR – GENERALITĂȚI

1. Orice Operațiune în Lei sau în valută (de ex. plăți, încasări, depuneri și retrageri de numerar, viramente intra și interbancare etc.) dispusă de Client se efectuează prin intermediul Contului curent.

În cadrul Operațiunilor de plată, Clientul va utiliza formulare și Instrumente de plată puse la dispoziție de către Banca.

2. În cazul plăților, valuta debitării Contului Clientului platitor va fi valuta stipulată în formularul de plată.

3. În cazul plăților în valută sau în cazul plăților în Lei în favoarea beneficiarilor cu conturi deschise la bănci din străinătate, Banca stabilește traseul bancar prin care execută Operațiunea de plată, inclusiv utilizarea relațiilor de corespondent.

the Bank of any restriction or limitation of the mandate given to its Authorized Signatory.

10. Where a dispute or a conflicting situation of any kind occurs, which, in the opinion of the Bank, prevents the unequivocal designation of the Legal Representative and/or of the Authorized Signatory, or of the limits or validity of his/her mandate, or where it makes it impossible to carry out the normal transactions on the Client's Accounts, or where the Bank receives contradictory Payment Orders, the Bank is entitled to suspend any initiated Operation, to block the Client's Accounts or to take any measure it deems necessary, until such dispute is solved, satisfactory evidence of which is presented to the Bank (e.g. final and irrevocable court judgments, excerpt or confirmation of company details issued by the Trade Register, or any other documents issued by a competent authority etc.). The Bank shall not be held liable for any direct or indirect damage arising from the Bank's exercising the previously mentioned right.

11. In order to comply with FATCA legislation and CRS, if the personal data or operations performed meet FATCA and CRS criteria, the Client authorizes the Bank to send this information to the US tax authorities (IRS) and ANAF respectively.

12. The Client expressly authorizes the Bank to allow access/ transmit (in the country and/or abroad) any information subject to banking secrecy, within the meaning of the Emergency Ordinance no. 99/2006, to the members of the Société Générale Group, central government, ANAF, local government, debt collection/c claims recovery agencies, judicial authorities, insurance and reinsurance companies, as well as to any other categories of Data Recipients, according to the "Annex Information notice on personal data processing for Legal Clients".

13. The Bank shall grant access to the Accounts held by the Client to a TPP (PISP or AISP) on an objective, non-discriminatory and proportionate basis.

14. The Client has the right to use payment initiation services provided by a PISP and/ or information services with regard to accounts provided by an AISP. In order to perform these operations, the Client must have a Current Account accessible online.

C. ACCOUNT OPERATION/PERFORMANCE OF PAYMENT OPERATIONS

1. ACCOUNT OPERATION – GENERAL ASPECTS

1. Any operation in RON or in foreign currency (e.g. payments, receipts, cash deposits and withdrawals, intra- and inter-banking transfers etc.) ordered by the Client is made through the current Account.

When performing Payment Operations, the Client shall use forms and payment Instruments provided by the Bank.

2. In the case of payments, the Paying Client's account shall be debited in the currency stipulated in the payment form.

3. In the case of payments in foreign currency or in RON to the benefit of beneficiaries with accounts opened with banks abroad, the Bank may set the bank route for the execution of the Payment Operation, including the use of the correspondent relationships.

4. Clientul are responsabilitatea de a furniza Bancii toate documentele solicitate de catre aceasta precum si toate autorizatiile valutare necesare, in conformitate cu reglementarile BNR sau ale oricarui alt organism de supraveghere/ autoritate speciala, care sunt necesare executarii Ordinului de plata ale Clientului, inclusiv a formularelor Ordin de plata in valuta/ Ordin de plata SEPA. In cazul in care Clientul nu procedeaza in acest mod, Banca are dreptul sa nu execute Operatiunea respectiva, caz in care nu este angajata raspunderea Bancii.

5. In cazul incasarilor in valuta, valuta creditarii Contului Clientului beneficiar va fi cea mentionata in Operatiunea de plata. In situatia in care valuta nu corespunde cu valuta Contului, Banca va proceda la convertirea sumei in valuta Contului ce urmeaza a fi creditat. Contul creditat va fi intotdeauna cel indicat in Operatiunea de plata. In toate cazurile, convertirea se va efectua la Cursul de schimb valutar al Bancii valabil la Data procesarii operatiunii.

La incasarile externe receptionate de catre Client cu optiuni SHA/ BEN comisionul va fi suportat de catre Client, iar in cazul celor cu optiunea OUR se va aplica comisionul valabil in relatia cu bancile corespondente.

6. Operatiunile de plata efectuate prin Instrumente de debit se realizeaza in conformitate cu legislatia aplicabila acestora, precum si cea privind CIP.

Clientul este obligat sa depuna la Banca Instrumentele de debit in vederea decontarii lor, in termenii legale stabilite de reglementarile in vigoare care le guverneaza, astfel incat sa se asigure ca nu se expune pierderii dreptului de dresare a protestului si a regresului si sa permita Bancii prezentarea lor la plata in intervalul de timp necesar pentru incasarea lor. Banca nu este raspunzatoare pentru nerespectarea de catre Client a termenelor mai sus amintite. Intocmirea de catre Client a borderourilor pentru instrumentele de plata este obligatorie in cazul Instrumentelor de debit. Borderourile vor fi semnate de catre persoanele desemnate de Reprezentatul Legal al Clientului, conform drepturilor atribuite de catre Reprezentatul Legal al Clientului, prin formularul de specimene de semnatura pentru operatiuni la nivelul unitatii completat la Banca.

In cazul emiterii de Instrumente de debit, Clientul trebuie sa asigure in Cont disponibilul necesar pentru plata acestora la data emiterii (in cazul cecului), respectiv la data scadentei (in cazul cambiilor si biletelor la ordin), inca de la inceputul Zilei lucratoare. Conform legislatiei aplicabile cecului, cambiei si biletului la ordin si cea privind CIP, Clientul raspunde pentru nedecontarea Instrumentelor de debit ca urmare a lipsei totale sau partiale de disponibil ori a completarii unor mentiuni eronate, Banca avand obligatia raportarii la CIP a incidentelor de plata si informarii organelor de Politie, conform cerintelor reglementarilor aplicabile. Formularele cec, cambie si bilet la ordin puse la dispozitie de catre Banca in conformitate cu legislatia in vigoare, se vor utiliza pentru plati realizate numai in lei catre beneficiari (rezidenti sau nerezidenti) care au conturi deschise in lei la institutii de credit din Romania. In cazul in care prin instrumentul de debit (cec, cambie si bilet la ordin) se realizeaza plata unei creante a carei contravaloare a fost stabilita intr-o moneda straina completarea si introducerea la plata a instrumentelor de debit se va face numai in echivalent lei al sumei reprezentand creanta ce urmeaza a fi platita, conform legislatiei in vigoare.

4. The Client has the responsibility to provide the Bank with all the documents requested by the latter, as well as with all the necessary foreign exchange authorizations, in compliance with NBR regulations or regulations of another supervisory body/special authority, which are necessary for the execution of the Client's Payment Orders, including the "Foreign currency payment order/SEPA Payment order" forms. Should the Client fail to do so, the Bank is entitled not to execute the respective Operation, in which case the Bank is not liable.

5. In the case of receipts in foreign currency, the beneficiary Client's Account shall be credited in the foreign currency mentioned in the Payment Operation. Where the currency does not match the currency of the Account, the Bank shall convert the amount in the currency of the Account to be credited. The credited Account shall always be the one indicated in the Payment Operation. In any case, the conversion shall be made at the Exchange Rate of the Bank, valid on the Date of operation processing.

For external receipts received by the Client with SHA/ BEN options, the fee will be borne by the Client, while for those with OUR option, the fee valid in relation to correspondent banks will apply.

6. Payment Operations performed through Debit Instruments are made in compliance with the applicable legislation and with the legislation regarding the Payment Incidents Register (PIR).

The Client shall submit to the Bank the Debit Instruments in view of their settlement, within the legal terms set by the regulations in force governing them, so as to make sure that it does not risk losing the right of protest and recourse, and to enable the Bank to present them for payment in due time to be cashed in. The Bank is not liable for the Client's failure to comply with the deadlines mentioned above. It is compulsory for the Client to prepare the slip of payment instruments in the case of Debit Instruments. The slips will be signed by persons designated by the Legal Representative of the Client, in accordance with the rights conferred by the Legal Representative of the Client, based on the specimen signature form filled in at the Bank for operations at the Bank's unit.

In the case of issuance of Debit Instruments, the Client must make sure the Account holds enough available funds for their payment on the issuance date (for cheques), and on the due date (for bills of exchange and promissory notes), at the very beginning of the Working Day. According to the legislation applicable to cheques, bills of exchange and promissory notes, and to the legislation regarding PIR, the Client is liable for failure to settle the Debit Instruments because of the total or partial lack of available funds, or of erroneous data filled in, and the Bank is bound to report the payment incidents to PIR and to inform the Police, as per the applicable regulations. The forms for cheque notes, bills of exchange and promissory notes provided by the Bank in accordance with the law will be used only for payments in RON made to beneficiaries (residents or non-residents) who have accounts in RON opened with credit institutions in Romania. If the debit instrument (cheque note, bill of exchange and promissory note) is used to make the payment of a debt whose equivalent value was established in a foreign currency, the filling in and introduction to payment of debit instruments will be made only in RON equivalent representing the debt to be paid, as required by law.

Orele limita pentru operatiunile cu instrumente de debit sunt afisate in cadrul unitatilor Bancii.

7. Clientul se obliga sa asigure in contul curent disponibilul necesar astfel incat sa nu se inregistreze un descoperit neautorizat de cont. In cazul existentei unui descoperit neautorizat de cont, acesta este scadent in ziua in care se inregistreaza, iar Banca are dreptul de a percepe dobanzi penalizatoare incepand cu data inregistrarii descoperitului neautorizat de cont pana la data achitarii acestuia in intregalitate impreuna cu toate accesoriile sale.

Banca va percepe dobanda pentru Descoperirile neautorizate de cont, in conformitate cu «*Lista de dobanzi standard pentru Persoane Juridice*» aplicabile, disponibila in toate unitatile Bancii si pe pagina de internet Bancii, la adresa: www.brd.ro.

8. Orice solicitare a Clientului pentru un schimb valutar, materializata prin semnarea unui Ordin de schimb valutar sau a unui contract specific acestui tip de tranzactie, fie cu decontare imediata, fie cu o alta data a valutei, este irevocabila. Toate costurile provenind din diferentele de curs valutar vor fi suportate de Client. De asemenea, atat in cazul nerespectarii Ordinului dat, precum si in cazul modificarii de catre Client a Ordinului transmis Bancii, toate consecintele, inclusiv, dar fara a se limita la daune, costuri suplimentare suportate de Banca, sunt in sarcina Clientului.

9. In cazul in care Clientul solicita retragerea in numerar a unor sume din Contul Curent in valuta, sumele de pana la valoarea de 5 EUR/ USD vor fi schimbate in Lei la Cursul de schimb al Bancii din ziua respectiva si eliberate Clientului in echivalent Lei.

10. In cazul unei erori, din partea Bancii, inregistrate pe Contul Clientului, Clientul autorizeaza in mod expres Banca sa corecteze, din proprie initiativa, fara acordul prealabil al Clientului, sumele inregistrate eronat. In acest sens, autorizarea Clientului este neconditionata si irevocabila si presupune inclusiv recuperarea de catre Banca a oricarei sume virate de aceasta din fonduri proprii in Contul Clientului, in mod eronat.

11. In cazul contestarii Operatiunilor realizate in temeiul unui contract specific, termenul de reclamatie este cel prevazut in contractul specific incheiat cu Banca. Termenul de raspuns pentru reclamatii Clientului este de 15 zile lucratoare de la data primirii plangerii, cu exceptia situatiilor in care din motive obiective se transmite un raspuns provizoriu, iar raspunsul final in maxim 35 de zile lucratoare.

12. Inainte de executarea platii, Banca are dreptul de a face orice verificare pe care o considera necesara, inclusiv, dar fara a se limita la: (a) verificarea identitatii persoanei care transmite Ordinul de plata in conformitate cu reglementarile legale aplicabile; (b) sa solicite prezentarea unor documente care sa permita verificarea scopului platii in conformitate cu reglementarile legale in vigoare.

13. Pentru orice suma primita in Cont, Banca isi rezerva dreptul de a deduce comisionul sau, inainte de creditarea acesteia in Contul Clientului. In acest caz Clientul va fi informat cu privire la valoarea totala a Operatiunii de plata si comisionul aplicat, prin intermediul extrasului de cont.

The deadlines for debit instrument operations are displayed in the Bank units.

7. The Client undertakes to ensure available funds in the current account in order to avoid an unauthorized overdraft. In case of an unauthorized overdraft, it is due the day it is recorded and the Bank is entitled to levy penalty interest as of the date of recording of such unauthorized overdraft until the date of full payment thereof with all its ancillary obligations.

The Bank will charge interest for Unauthorized Overdraft in accordance with the applicable «*List of Standard Interest Rates for Legal Persons*», available in all the Bank's branches and on the Bank's website, at the address: www.brd.ro.

8. Any request of the Client for a foreign exchange operation, translated into the signing of a foreign exchange Order or of a specific contract for this type of transaction, either with immediate settlement or with another value date, is irrevocable. All costs coming from exchange rate differences shall be borne by the Client. Likewise, where the given Order is not respected or it is modified by the Client, all consequences, including, but not limited to, damages, additional costs borne by the Bank, are the Client's responsibility.

9. If the Client requests cash withdrawals from the Current Account in foreign currency, amounts up to EUR 5/ USD shall be exchanged in RON at the Exchange Rate of the Bank of the respective day, and delivered to the Client in RON equivalent.

10. If an error of the Bank is registered in the Client's Account, the Client expressly authorizes the Bank to correct, on its own initiative, without the prior consent of the Client, the amounts wrongfully entered. In this regard, the Client's authorization is unconditional and irrevocable and implies the recovery by the Bank of any amount wrongly transferred by the latter from own funds to the Client's Account.

11. If the Operations made on the basis of a specific contract are contested, the complaint term is the one stipulated in the specific contract signed with the Bank. The period for responding to Client's complaints is of 15 working days from the date of receipt of the complaint, except for the situations where, for objective reasons, a temporary response is sent and the final response is sent within a maximum of 35 working days.

12. Before making the payment, the Bank is entitled to make any check it deems necessary, including, but not limited to: (a) to check the identity of the person who sends the Payment Order in compliance with the applicable legal regulations; (b) to request documents that would permit checking the destination of the payment, in compliance with the legal regulations in force.

13. For any amount received in the Account, the Bank reserves the right to retain its fee, before paying it in the Client's Account. In such case, the Client shall be informed on the total amount of the Payment Operation and on the charged fee, by means of the account statement.

2. PREȚ

1. Prețul este format, după caz, din următoarele componente: comisioane, dobânzi, cursuri de schimb valutar, tarife.

2. Valorile comisiunelor, dobânzilor și tarifelor practicate de către Banca se regăsesc în «*Lista de Tarife și Comisioane în Lei și Valută pentru Persoane Juridice*» respectiv în «*Lista de dobânzi standard pentru Persoane Juridice*». Lista standard de comisioane poate fi modificată unilateral de Banca. Lista standard de comisioane în vigoare și va fi afișată în cadrul unităților Bancii și pe pagina de internet a Bancii, la adresa: www.brd.ro.

3. Cursurile de schimb valutar practicate de către Banca sunt afișate în cadrul unităților Bancii și pe pagina de internet a Bancii, la adresa: www.brd.ro

4. Cursul de schimb este diferit în funcție de produs și Operațiune și este menționat în documentele Bancii pentru fiecare produs sau/ și Operațiune în parte. Acesta poate fi modificat de mai multe ori pe parcursul zilei imediat și fără să fie necesară o notificare prealabilă a Clientului din partea Bancii.

3. INFORMATII NECESARE EFECTUARII ORDINULUI DE PLATA

1. Pentru executarea corectă de către Banca a unui Ordin de plată, în cazul în care Clientul este Client platitor, acesta are obligația de a completa Ordinele de plată cu informațiile următoare:

i) în cazul Plătilor interne: (a) numele/ denumirea, codul de identificare (CUI) și numărul de cont al Clientului platitor (în format IBAN al acestuia deschis la Banca); (b) numele/denumirea, codul de identificare (CUI) și Codul unic de identificare al beneficiarului plății (în format IBAN al acestuia deschis la instituția de credit destinatară); (c) informații privind unitatea Bancii la care este deschis Contul Clientului platitor: denumirea centralei sau, după caz, a unității teritoriale și/ sau, dacă e cazul, Codul BIC; (d) informații privind instituția de credit destinatară: denumirea centralei și/ sau Codul BIC; (e) suma de plată și denumirea acesteia; (f) data emiterii Ordinului de plată (ziua, luna, anul), care trebuie să fie unică, posibilă și certă; (g) elementul sau elementele care să permită verificarea autenticității Ordinului de plată (semnătura Clientului platitor).

În cazul plăților efectuate către Trezoreria Statului, Clientul va completa, în plus față de informațiile de mai sus și următoarele elemente obligatorii: (a) codul de identificare fiscală al Clientului platitor; (b) numărul de evidență a plății, alocat de Agenția Națională de Administrare Fiscală; (c) numărul Ordinului de plată dat de Clientul platitor; (d) referințe privind conținutul economic al Operațiunii.

ii) în cazul Plătilor externe, elementele obligatorii pentru Ordinul de plată în valută/ Ordin de plată SEPA (inclusiv pentru plățile în Lei în străinătate), elementele obligatorii de completat sunt: (a) nume/ denumire Client platitor; (b) cod IBAN Client platitor; (c) suma de plată; (d) valută ordonată; (e) nume/ denumire beneficiar și adresă completă a acestuia; (f) Cod unic de identificare al beneficiarului (g) denumirea bancii beneficiarului, BIC-ul acesteia; (h) data emiterii care trebuie să fie unică, posibilă și certă; (i) mențiunea urgent – bifarea acestei rubrici reprezintă ordinul expres al Clientului platitor ca Banca să execute transferul într-un termen mai scurt față de Termenul de executare menționat în Contract; (j)

2. PRICE

1. The price is made up, as applicable, of the following elements: fees, interests, exchange rates, tariffs.

2. The levels of fees, interest rates and tariffs applied by the Bank are indicated in the «*List of Rates and Fees in RON and Foreign Currency for Legal Persons*» and in the «*List of Standard Interest Rates for Legal Persons*». The Bank can unilaterally modify the Standard List of Fees. The Standard List of Fees in force will be displayed in the Bank units and on the Bank's website, at the address: www.brd.ro.

3. The exchange rates applied by the Bank are displayed in the Bank units and on the Bank's website, at the address: www.brd.ro.

4. The exchange rate differs depending on the product and Operation and is specified in the Bank documents for each product and/ or Operation. It can be modified several times during the day, at once and without the Bank sending a prior notice to the Client.

3. INFORMATION NECESSARY TO PERFORM THE PAYMENT ORDER

1. For the Bank to correctly execute a Payment Order, if the Client is a Paying Client, the latter has the obligation to fill in the Payment Orders with the following information:

i) in case of Domestic Payments: (a) the name, unique registration code (CUI) and account number of the Paying Client (in the IBAN format opened with the Bank); (b) name, unique registration code (CUI) and Unique Identification Code of the payee (in IBAN format opened with the recipient credit institution); (c) information about the Bank unit where the Account of the Paying Client is opened: name of the head office or, as the case may be, of the territorial unit and/or, where appropriate, the BIC Code; (d) information on the recipient credit institution: name of the head office and/or BIC Code; (e) the payment amount and its denomination; (f) the date of issuing the Payment Order (day, month, year), which must be unique, possible and certain; (g) the item or items allowing to verify the authenticity of the Payment Order (signature of the Paying Client).

In addition to the information mentioned above, for payments made to State Treasury, the Client shall also provide the following compulsory elements: (a) the tax identification number of the Paying Client; (b) the payment record number, as assigned by the National Agency for Fiscal Administration; (c) the number of the Payment Order assigned by the Paying Client; (d) references regarding the economic content of the Operation.

ii) in the case of External Payments, the compulsory elements for the Payment Order in Foreign Currency/ SEPA Payment Order (including for payments in RON abroad) are: (a) the name of the Paying Client; (b) the IBAN code of the Paying Client; (c) the amount of payment; (d) the foreign currency ordered; (e) the name of the beneficiary and its full address; (f) the unique identification code of the Beneficiary; (g) the name of the beneficiary's bank, its BIC number; (h) the issue date, which must be unique, possible and certain; (i) the mention "urgent" – if the Paying Client checks this box, it means that it gives an express order to the Bank to execute the transfer in a period shorter than the

semnatura Clientului platitor; (k) rubrica comisioane (se completeaza cu OUR/ BEN/ SHA in functie de tipul platii si cu respectarea legislatiei in vigoare).

2. Operatiunile de plata externe in lei sau in valuta transmise catre beneficiari care au conturi deschise la banci apartinand UE (Uniunea Europeana)/ SEE (Spatiul Economic European) se instruceaza cu optiunea de comisionare SHA. Operatiunile de plata externe in lei sau in valuta transmise catre beneficiari care au conturi deschise la banci din afara spatiului UE/ SEE se pot instrucea cu unul din optiunile de comisioane OUR/ BEN/ SHA.

3. In situatia in care Clientul este beneficiar al unei plati, are obligatia de a comunica platitorului, inainte de initierea platii, urmatoarele mentiuni obligatorii necesare pentru executarea corecta a Ordinului de plata respectiv: (a) numele/ denumirea Clientului titular de cont si Codul unic de identificare, respectiv numarul de cont in format IBAN; (b) informatii privind unitatea Bancii la care este deschis contul Clientului beneficiar: denumirea centralei Bancii sau, dupa caz, a unitatii teritoriale si/ sau, daca e cazul, Codul BIC (BRDEROBU).

4. Banca va executa Ordinul de plata in baza Codului unic de identificare al beneficiarului platii furnizat de Client. Atat in cazul Platilor interne, cat si in cazul Platilor externe, Banca nu va proceda la verificarea concordantei dintre numele beneficiarului platii si Codul unic de identificare al beneficiarului platii indicat.

Banca nu raspunde de eventualele intarzieri sau pagube in cazul furnizarii de informatii eronate de catre Client in calitate de Client platitor sau beneficiar al platii, ce au dus la neexecutarea sau executarea defectuoasa sau cu intarziere a Operatiunii de plata. In acest caz, Banca va depune toate eforturile rezonabile pentru a recupera fondurile implicate in Operatiunea de plata si are dreptul de a solicita Clientului un comision pentru operatiunea de investigare si/ sau recuperare, care va fi in conformitate cu «*Lista de Tarife si Comisioane in Lei si Valuta pentru Persoane Juridice*».

4. AUTORIZAREA ORDINULUI DE PLATA

1. Operatiunile de plata dispuse de catre Client trebuie sa fie, in mod obligatoriu, Autorizate prin exprimarea consimtamantului conform prezentului Contract.

2. Documentele pentru efectuarea de Operatiuni de plata din Contul curent prezentate Bancii trebuie sa poarte, in mod obligatoriu, semnatura Imputernicitului pe cont, in deplina concordanta cu specimenul de semnatura aflat la Banca (dreptul si limitarile sunt stabilite in functie de mandatul acordat, semnatura poate fi unica sau multipla). Banca se bazeaza pe caracterul real, corect si original al semnatuurilor care apar pe Ordinele de plata, transmise Bancii in orice mod.

3. Banca nu este in niciun fel raspunzatoare de consecintele care pot sa apara ca urmare a: (a) folosirii frauduloase sau abuzive a semnatuurilor sau a Elementelor de securitate personalizate; (b) nerespectarii modalitatilor de Autorizare a Operatiunilor de plata astfel cum au fost agreeate prin prezentului Contract.

5. PRIMIREA/ ACCEPTAREA ORDINULUI DE PLATA

1. Momentul primirii Ordinului de plata este momentul in care Banca receptioneaza acest Ordin, daca acesta este

execution deadline mentioned in the Contract; (i) the signature of the Paying Client; (k) the fee section (to be filled in with OUR/ BEN/ SHA depending on the type of payment and in compliance with the legislation in force);

2. External Payment Operations in RON or in foreign currency sent to beneficiaries with accounts opened with banks within the EU (European Union)/ EEA (European Economic Area), are instructed with the SHA fee option. External Payment Operations in RON or in foreign currency sent to beneficiaries with accounts opened with banks outside the EU/ EEA can be instructed with one of the OUR/ BEN/ SHA fee options.

3. If the Client is the beneficiary of a payment, it must communicate to the payer, before the initiation of the payment transaction, the following compulsory information, needed for the correct execution of the Payment Order: (a) the name of the Account Holder Client and the unique identification code, as well as the account number in IBAN format; (b) information regarding the Bank unit where the beneficiary Client has opened its account: the name of the head office of the Bank and/ or, if applicable, the BIC number (BRDEROBU).

4. The Bank shall execute the Payment Order based on the unique identification code of the payee, provided by the Client. For both Domestic and External Payments, the Bank will not check the consistency between the name of the payee and the unique identification code of the indicated payee.

The Bank shall not be liable for any delays or damage if the Client, as Paying Client or payee, provides erroneous information resulting in the failure to execute, or the faulty or delayed execution of the Payment Operation. In such case, the Bank shall make its best endeavors to recover the funds involved in the Payment Operation and is entitled to charge the Client a fee for the investigation and/or recovery operation, which will be in line with the «*List of Rates and Fees in RON and Foreign Currency for Legal Persons*».

4. PAYMENT ORDER AUTHORIZATION

1. The Payment Operations ordered by the Client shall be Authorized by expressing the consent according to the present Contract.

2. The documents for making Payment Operations in the Current Account submitted to the Bank shall bear the signature of the Authorized Signatory, in full compliance with the specimen signature submitted to the Bank (the right and limitations are established according to the power-of-attorney granted, the signature can be unique or multiple). The Bank relies on the real, correct and original nature of the signatures that appear on the Payment Orders, transmitted to the Bank by any means.

3. The Bank shall not be held liable for the consequences that may arise as a result of: (a) fraudulent or abusive use of signatures or Customized Security Features; (b) failure to comply with the modalities of Authorizing the Payment Operations, as agreed hereunder.

5. RECEIPT/ ACCEPTANCE OF THE PAYMENT ORDER

1. The moment of receipt of the Payment Order is the moment when the Bank receives such Order, if prior to

anterior Orei limita interne (daca exista, in functie de Operatiune) dintr-o Zi lucratoare. Orele limita aferente operatiunilor cu Ordine de plata sunt afisate in cadrul unitatilor Bancii.

2. Momentul primirii va fi considerat ziua convenita intre Banca si Client, in cazul in care Clientul platitor si Banca convin ca executarea Ordinului de plata sa inceapa intr-o anumita zi sau la sfarsitul unei anumite perioade sau in ziua in care fondurile au fost puse la dispozitia Bancii (ex: debitare directa, ordine de plata programate).

3. Ordinele de plata receptionate dupa Ora-limita sau intr-o zi nelucratoare vor fi considerate ca fiind primite in Ziua Lucratoare urmatoare.

4. Receptionarea Ordinului de plata este considerata a fi:

- in cazul Ordinului de plata pe suport de hartie (cu sau fara cod de bare), data prezentarii la unitatea Bancii, mentionata pe formularul semnat si stampilat de catre Banca.

- in cazul Ordinului de plata transmise prin Serviciile de banca la distanta si/ sau transmise prin intermediul unui tert (TPP sau PISP), momentul in care Clientul si-a exprimat consimtamantul conform prezentului Contract.

- in cazul Ordinului de plata cu cod de bare, informatia transpusa din codul de bare al Ordinului de plata corespunde cu cea inscrisa pe formularul de plata; in cazul existentei unor neconcordanțe, vor prevala informatiile inscrise pe formularul de plata.

5. Un Ordin de plata este considerat acceptat de catre Banca daca acesta este receptionat si daca este recunoscut ca valid si daca este pus in executare.

6. Un Ordin de plata este considerat valid daca:

- sunt completate toate informatiile necesare executarii Ordinului de plata

- Ordinul de plata a fost autorizat conform cerintelor prevazute in prezentul Contract

- in Contul curent indicat de Client pentru efectuarea platilor, exista fondurile necesare pentru efectuarea platii la momentul executarii.

7. Bifarea mentiunilor primit/ acceptat de pe Ordinul de plata nu poate fi interpretata ca reprezentand o obligatie a Bancii de executare a acestuia.

8. Banca debiteaza Contul curent cu sumele aferente, in vederea executarii Ordinului de plata, cu exceptia cazului in care Clientul convine cu Banca ca executarea Ordinului sa inceapa intr-o anumita zi sau la sfarsitul unei anumite perioade, sau in ziua in care fondurile au fost puse la dispozitia Bancii, caz in care debitarea Contului se va realiza la momentul executarii convenit cu Banca (ex: debitare directa, Ordine de plata programata).

6. REFUZUL OPERATIUNILOR DE PLATA

1. Banca poate refuza executarea unei Operatiuni de plata si poate adopta orice masura pe care o considera necesara, inclusiv anulara sau blocarea drepturilor Clientului de acces la Instrumentele de plata, in cazul in care Banca considera ca: (a) Clientul nu si-a respectat obligatia de a asigura disponibilul necesar in Cont inaintea dispunerii Operatiunii de plata pentru sumele de plata si comisioanele bancare, daca e cazul; (b) Ordinul de plata – formular pretiparit pus la dispozitie de catre Banca, nu a fost completat in intregime, sau a fost completat eronat; Ordinul de plata cu cod de bare are neconcordanțe intre informatia din codul de bare si cea tiparita pe formular; Ordinul de plata in format electronic, nu are corect sau complet completate toate campurile obligatorii pentru efectuarea tranzactiei, si Ordinul nu este Autorizat in mod

the internal deadline (if any, depending on the Operation) on a Working Day. The deadlines for Payment Order operations are displayed in the Bank units.

2. The moment of receipt shall be considered the day agreed between the Bank and the Client, if the Paying Client and the Bank agree that the execution of the Payment Order begins on a specific day, or at the end of a certain period, or on the day when the funds were made available to the Bank (e.g. direct debit, standing orders).

3. Payment Orders received after the Deadline or on a Non-Working Day shall be deemed to have been received on the following Working Day.

4. Receipt of Payment Orders is deemed to be:

- in the case of a Payment Order on paper (with or without barcode), the date it is submitted to the Bank unit, as mentioned on the form signed and stamped by the Bank.

- in the case of Payment Orders sent through the Remote banking services and/ or transmitted through a third party (TPP or PISP), the moment when the Client expressed its consent, in accordance with this Contract.

- in the case of Payment Orders with barcode, the information from the barcode of the Payment Order corresponds with the information on the payment form; in case of any inconsistency, the information on the payment form will prevail.

5. A Payment Order is deemed accepted by the Bank if received and acknowledged as valid, and if executed.

6. A Payment Order is considered valid if:

- all the information necessary for the execution of the Payment Order is filled in

- the Payment Order was authorized according to the requirements herein

- the Current Account indicated by the Current Account for making the payments holds the necessary funds for this operation at the time of execution of the order.

7. The checked "received/ accepted" mentions on the Payment Order cannot be interpreted as an obligation of the Bank to execute such Order.

8. The Bank debits the Current Account with the related amounts in view of executing the Payment Order, except where the Client agrees with the Bank that the execution of the Order may start on a certain day or at the end of a certain period or on the day the funds were disbursed to the Bank, in which case the Account shall be debited at the time of execution agreed upon with the Bank (e.g. direct debit, Standing Orders).

6. REFUSAL OF PAYMENT OPERATIONS

1. The Bank may refuse to execute a Payment Operation and may take any measure it deems necessary, including canceling or blocking the Client's access to the Payment Instruments, if the Bank considers that: (a) The Client has breached its obligation to credit its Account with the necessary funds before ordering the Payment Operation for the amounts to be paid and the banking fees, if applicable; (b) the Payment Order – a pre-printed form provided by the Bank was not filled in completely or was filled in incorrectly; the Payment Order with barcode contains inconsistencies between the information in the barcode and the information printed on the form; the Payment Order in electronic form does not have all the mandatory fields correctly or completely filled in for

corespunzator; (c) Banca nu primește instrucțiunea înainte de Ora limită stabilită pentru acel tip de Operațiune, caz în care Banca va considera primită instrucțiunea în Ziua lucrătoare următoare; (d) efectuarea Operațiunii de plată este împiedicată de existența unei popriri sau a unui sechestru, sau alte măsuri similare dispuse asupra Contului Clientului; (e) Operațiunea de plată prezintă suspiciune de fraudă, spălare de bani sau finanțare a terorismului, în conformitate cu legislația în vigoare; (f) nu au fost respectate prevederile prezentului Contract; (g) Clientul dispune efectuarea unei plăți către o entitate supusă sancțiunilor internaționale; (h) Clientul refuză să prezinte documente justificative solicitate expres de către Banca.

2. Un Ordin de plată a cărui executare a fost refuzată se consideră ca nu a fost primit de către Banca.

3. În cazul refuzului executării unui Ordin de plată sau a unei Operațiuni de plată, Banca va informa Clientul prin unul dintre următoarele canale: telefon, e-mail, fax, mesaje în aplicațiile bancare de bancă la distanță, SMS sau scrisoare. Dacă este posibil, va menționa motivul refuzului și procedura de remediere a erorilor care au condus la refuz, cu excepția cazului în care furnizarea acestor informații este contrară dispozițiilor legale.

4. În cazul în care refuzul este obiectiv, Banca are dreptul să perceapă un comision specific conform «*Lista de Tarife și Comisioane în Lei și Valută pentru Persoane Juridice*».

7. REVOCAREA ORDINULUI DE PLATA

1. Clientul platitor nu poate retrage consimțământul privind o Operațiune de plată, după ce Ordinul de plată a fost primit și acceptat de către Banca. Prin excepție, Clientul poate revoca o Operațiune de plată în cazul în care părțile au convenit că executarea Ordinului de plată să înceapă într-o anumită zi sau la sfârșitul unei anumite perioade ori în ziua în care Clientul a pus fonduri la dispoziția Bancii, cu condiția comunicării revocării până cel târziu la sfârșitul Zilei lucrătoare care precedea ziua convenită pentru debitarea Contului (ex: debitare directă, Ordine de plată programată etc.).

2. Consimțământul exprimat pentru executarea succesivă a mai multor Operațiuni de plată (ex. debitare directă, Ordine de plată programată etc.) poate fi retras urmând ca orice Operațiune de plată viitoare, după retragerea consimțământului, să fie considerată neautorizată.

3. Orice retragere a consimțământului trebuie realizată în formă scrisă, iar în cazul în care consimțământul a fost retras prin altă formă de comunicare, Clientul este obligat să transmită Bancii solicitarea și în formă scrisă, până la sfârșitul Zilei lucrătoare care precede ziua convenită pentru debitarea Contului, în caz contrar Clientul va putea fi răspunzător de eventualul prejudiciu suferit de către Banca. Retragerea consimțământului se poate realiza de către Imputernicitul pe cont sau Reprezentantul Legal, conform mandatului depus la Banca.

În cazul în care Clientul revocă plata după acordarea consimțământului, Banca va face demersurile necesare revocării. În cazul în care plata a fost deja transmisă Bancii beneficiarului sau suma a fost deja creditată în Contul beneficiarului, revocarea se va face doar cu acordul acestuia. Banca nu poate fi ținută responsabilă pentru situația în care beneficiarul nu este de acord să returneze suma primită. Pentru operațiunile aferente revocării plății ulterior acordării consimțământului, Banca poate aplica un comision specific conform «*Lista de Tarife și Comisioane în Lei și Valută pentru Persoane Juridice*».

performing the transaction and the Order is not duly Authorized; (c) the Bank has not received the instruction before the Deadline for the respective type of Operation, in which case it will deem the instruction received on the next Working Day; (d) the Payment Operation cannot be performed because of an attachment or garnishment or other similar measures ordered on the Client's account; (e) the Payment Operation presents a suspicion of fraud, money laundering or financing of terrorism, according to the legislation in force; (f) the provisions of this Contract have not been complied with; (g) the Client instructs a payment to an entity subject to international sanctions; (h) the Client refuses to provide the supporting documents expressly required by the Bank.

2. A payment order the execution of which was refused is deemed not received by the Bank.

3. In case of refusal to execute a Payment Order or a Payment Operation, the Bank shall inform the Client through one of the following channels: telephone, e-mail, fax, messages in the remote banking applications, SMS or letter. If possible, it will state the reason for the refusal and the procedure for remedying the errors which led to the refusal, except where providing such information contravenes the legal provisions.

4. If the refusal is objective, the Bank is entitled to charge a specific fee, according to the «*List of Rates and Fees in RON and Foreign Currency for Legal Persons*».

7. PAYMENT ORDER REVOCATION

1. The Paying Client cannot withdraw its consent regarding a Payment Operation, after the Payment Order has been received and accepted by the Bank. Exceptionally, the Client may revoke a Payment Operation where the parties agreed that the execution of the Payment Order may start on a certain day or at the end of a certain period or on the day the Client made funds available to the Bank, provided such revocation is communicated no later than at the end of the Working Day preceding the day agreed for debiting the Account (e.g. direct debit, Standing Orders etc.).

2. The consent expressed for the successive execution of several Payment Operations (e.g. direct debit, Standing Orders etc.) may be withdrawn, and any future Payment Operation, after the withdrawal of such consent, shall be considered unauthorized.

3. Any withdrawal of consent shall be made in writing, and if the consent was withdrawn by another means of communication, the Client shall transmit to the Bank the written request as well, by the end of the Working Day preceding the day set for debiting the Account, otherwise the Client may be held liable for any damage incurred by the Bank. The consent may be withdrawn by the Authorized Signatory or the Legal Representative, according to the mandate submitted to the Bank.

In case the Client revokes the payment after giving the consent, the Bank will take the necessary steps for revocation. If the payment has already been sent to the beneficiary's Bank or the amount has already been credited to the beneficiary's Account, revocation shall be made only with its consent. The Bank cannot be held responsible for the case when the beneficiary does not agree to return the amount received. For operations related to the revocation of payment subsequent to giving the consent, the Bank may apply a specific fee

8. EXECUTAREA ORDINULUI DE PLATA

1. In functie de tipul Operatiunii ordonate de catre Client si de ora limita interna de primire de catre Banca prevazuta in Contract, termenul maxim in care Banca va executa Operatiunea (prin creditarea Contului curent de plati al prestatorului beneficiarului platii) este:

- Plati interne: maxim T+1,
- Plati externe: maxim T+2.

In calculul acestor termene nu se vor lua in considerare zilele nelucratoare sau nebancale nationale precum si ale altor state.

2. T reprezinta data primirii Ordinului de plata de catre Banca.

La solicitarea Clientului, Banca poate efectua Operatiuni de plata in regim de urgenta, contra unui comision conform «*Lista de Tarife si Comisioane in Lei si Valuta pentru Persoane Juridice*».

9. RASPUNDERE

1. Ordinul de plata este executat de catre Banca, in ceea ce priveste beneficiarul platii, in baza Codului unic de identificare furnizat de catre Clientul platitor.

Banca nu raspunde pentru neexecutarea sau executarea defectuoasa a unei Operatiuni de plata, in ceea ce priveste beneficiarul platii, ca urmare a utilizarii unui Cod unic de identificare incorect furnizat de catre Clientul platitor. In acest caz, Banca va depune toate eforturile rezonabile pentru a recupera fondurile implicate in Operatiunea de plata.

2. In cazul unei Operatiuni de plata care se dovedeste ca nu a fost autorizata de catre Client, precum si in cazul unei Operatiuni de plata autorizata in mod corect care nu a fost executata sau a fost executata eronat de catre Banca, cu privire la care Clientul a notificat Banca in termen de cel mult 60 de zile de la data debitarii, Banca va rambursa fie imediat, fie, in orice caz cel mai tarziu la sfarsitul urmatoarei zile lucratoare Clientului platitor suma aferenta Operatiunii de plata neautorizate sau efectuate defectuos si, daca este cazul, va readuce Contul Clientului care a fost debitat in situatia in care s-ar fi aflat daca Operatiunea de plata neautorizata sau executata necorespunzator nu s-ar fi efectuat, cu exceptia cazului in care are motive rezonabile sa suspecteze ca a fost comisa o frauda si comunica aceste motive, in scris, autoritatii nationale competente.

3. Prin exceptie, Banca nu este raspunzatoare in conditiile in care poate aduce dovezi ca banca beneficiarului platii a primit, in termenul de executare agreeat cu Clientul, suma care face obiectul Operatiunii de plata respective.

4. In cazul unei Operatiuni de plata neexecutate sau executate defectuos, Banca, la solicitarea Clientului, va actiona neintarziat in vederea identificarii Operatiunii de plata si il va informa pe acesta cu privire la rezultate, indiferent daca raspunderea ii revine sau nu.

5. Clientul se obliga sa despagubeasca Banca pentru orice daune, pierderi sau cheltuieli suportate de aceasta, care au rezultat din incalcarea prevederilor prezentului Contract de catre Client, inclusiv pentru orice daune, pierderi sau cheltuieli suportate de Banca, in urma stabilirii responsabilitatii financiare a acestuia pentru refuzurile de plata, in limita prevazuta de legislatia in vigoare.

according to the «*List of Rates and Fees in RON and Foreign Currency for Legal Persons*».

8. PAYMENT ORDER EXECUTION

1. Depending on the type of Operation ordered by the Client, and on the internal deadline for receipt by the Bank, as stipulated in the Contract, the maximum term for the Bank to execute the Operation (by crediting the payment current Account of the payee's service provider) is:

- Domestic Payments: maximum T+1,
- External Payments: maximum T+2.

In the calculation of these terms, the national non-working days or non-banking days as well as those of other states shall not be taken into account.

3. T represents the date of receipt of the Payment Order by the Bank.

At the Client's request, the Bank may make Payment Operations in emergency regime, against a fee according to the «*List of Rates and Fees in RON and Foreign Currency for Legal Persons*».

9. LIABILITY

1. The Payment Order is executed by the Bank, regarding the payee, based on the unique identification code provided by the Paying Client.

The Bank is not liable for the failure to execute or the faulty execution of a Payment Operation, with regard to the payee, following the use of a unique identification code incorrectly provided by the Paying Client. In such case, the Bank shall make all reasonable efforts to recover the funds involved in the Payment Operation.

2. In the case of a Payment Operation that turns out not to have been authorized by the Client, as well as in the case of a correctly authorized Payment Operation which was not executed, or was erroneously executed by the Bank, regarding which the Client notified the Bank within 60 days of the debit date, the Bank shall reimburse either immediately or, in any case, no later than the end of the next working day, to the Paying Client the amount of the Payment Operation that was unauthorized or incorrectly executed and, if such is the case, it shall restore the Client's account that was debited to the condition in which it would have been if the unauthorized or incorrectly executed Payment Operation had not been made, unless it has reasonable grounds to suspect that a fraud has been committed and it shall communicate those grounds in writing to the competent national authority.

3. Exceptionally, the Bank is not liable if it can prove that the payee's bank received, within the execution deadline agreed upon with the Client, the amount subject to the respective Payment Operation.

4. In the case of a Payment Operation that was not executed or was incorrectly executed, the Bank, at the Client's request, shall proceed at once to identifying the respective Payment Operation and informing it on the results, whether it is liable or not.

5. The Client undertakes to indemnify the Bank for any damage, losses or expenses incurred by the latter, arising from the violation by the Client of the provisions hereof, including for any damage, losses or expenses incurred by the Bank following the establishment of the Client's financial liability for refusals to pay, within the deadline set by the legislation in force.

10. CONDITII DE SECURITATE SI MASURI CORECTIVE

1. Clientul are obligatia sa utilizeze Instrumentul de plata in conformitate cu prevederile legii si ale Contractului ce reglementeaza utilizarea acestora.
2. Clientul are obligatia de a pastra in siguranta toate Elementele de securitate personalizate ale Instrumentelor de plata prin intermediul carora se face Autorizarea Operatiunilor.
3. Clientul are obligatia sa notifice/ informeze Banca, de indata ce ia la cunostinta de pierderea, furtul, folosirea fara drept a Instrumentului de plata sau orice alta utilizare neautorizata a acestuia, prin modalitatile specifice fiecarui produs, in termenele si conditiile agreeate, conform contractelor specifice acestora.
4. Banca poate bloca Instrumentul de plata din motive legate de securitatea Instrumentului de plata, de o suspiciune privind utilizarea neautorizata sau frauduloasa a acestuia sau alte situatii ce prezinta un anumit risc.
5. Banca va informa Clientul despre blocarea utilizarii Instrumentului de plata, precum si cu privire la motivele blocarii, daca este posibil, inainte de blocare sau imediat dupa blocarea acestuia, cu exceptia cazului in care furnizarea acestei informatii ar aduce atingere motivelor de siguranta justificate in mod obiectiv sau este interzisa de alte dispozitii legislative.
6. Banca va debloca utilizarea Instrumentul de plata sau il va inlocui, odata ce motivele de blocare inceteaza.

11. PRESTAREA DE CATRE TPP A SERVICIILOR AFERENTE AISP SAU PISP

1. Prestarea acestor servicii de catre un TPP nu este conditionata de existenta unei relatii contractuale intre acestia si Banca.
Astfel, Banca le poate acorda acestor TPP acces la Contul de plati accesibil online al Clientului, nefiind responsabila pentru indeplinirea obligatiilor aflate in sarcina acestor terti.
2. Banca poate refuza unui PISP sau AISP accesul la un Cont de plati accesibil online, in cazul in care exista motive justificate in mod obiectiv si dovezi legate de accesarea neautorizata de catre PISP sau AISP a Contului de plati accesibil online.
In aceste cazuri, Banca va comunica Clientului, prin mijloacele agreeate in prezentul Contract, refuzul accesului la Contul de plati accesibil online si motivele acestui refuz.
3. In cazul PISP: procedura de exprimare a consimtamantului privind executarea unei Operatiuni de plata este cea convenita intre Client si PISP. Banca are obligatia de a comunica in conditii de securitate cu PISP si, imediat dupa primirea ordinului de plata din partea acestuia, ii va furniza toate informatiile necesare pentru executarea Operatiunii de plata.
Banca nu percepe comisioane diferite in legatura cu Operatiunile de plata astfel initiate.
4. In cazul AISP procedura de exprimare a consimtamantului privind furnizarea de informatii privind Conturile Clientului deschise la Banca este cea convenita intre Client si AISP.
Banca are obligatia de a comunica in conditii de securitate cu AISP, furnizand acestuia informatiile privind Conturile de plati accesibile online ale Clientului.

10. SECURITY CONDITIONS AND CORRECTIVE MEASURES

1. The Client has the obligation to use the Payment Instrument in compliance with the legal provisions and with the Contract regulating its use.
2. The Client shall keep safe all the Customized Security Features of the Payment Instruments by means of which the Operations are Authorized.
3. The Client shall notify/ inform the Bank as soon as it becomes aware of the loss, theft, unrightful use of the Payment Instrument or any other unauthorized use thereof, through the modalities specific to each product, subject to the terms and conditions agreed upon, in compliance with their specific contracts.
4. The Bank may block the Payment Instrument for grounds relating to the security of the Payment Instrument, for a suspicion regarding the unauthorized or fraudulent use thereof or in other situations involving a certain risk.
5. The Bank shall inform the Client about blocking the use of the Payment Instrument, as well as about the grounds for blocking it, if possible, before or immediately after blocking it, except where providing such information would be detrimental to the safety reasons objectively justified, or is forbidden under other legal provisions.
6. The Bank shall unblock the use of the Payment Instrument or replace it once the grounds for blocking it no longer exist.

11. PROVISION BY TPP OF SERVICES RELATED TO AISP OR PISP

1. The provision of these services by TPP is not conditional on the existence of a contractual relationship between them and the Bank.
Thus, the Bank may grant such TPP access to the Client's Payment account accessible online and will not be responsible for fulfilling the obligations of these third parties.
2. The Bank may refuse the PISP or AISP access to a Payment account accessible online if there are objectively justified reasons and evidence related to unauthorized access of the PISP or AISPP to the Payment account accessible online.
In such cases, the Bank shall communicate to the Client, through the means agreed hereunder, the refusal of access to the Payment account accessible online and the reasons for such a refusal.
3. In case of PISP: the procedure for expressing the consent for the execution of a Payment Operation is the one agreed between the Client and PISP. The Bank has the obligation to communicate with the PISP in security conditions and immediately after receiving the payment order from it, it shall communicate all the information required for executing the Payment Operation.
The Bank shall not charge different fees in relation to Payment Operations initiated this way.
4. In case of AISP, the procedure for expressing the consent for the provision of information related to the Client's Accounts opened with the Bank is the one agreed between the Client and AISP.
The Bank has the obligation to communicate with the AISP in security conditions, providing it with information on the Client's payment Accounts accessible online.

Banca nu va percepe Clientului comisioane in legatura cu acest serviciu.

D. DOVADA OPERATIUNILOR SI EXTRASUL DE CONT

1. Banca va emite extrase de cont pentru Operatiunile efectuate prin conturile curente ale Clientului de catre Rezentantul Legal, Imputernicitul pe cont, Delegatul, respectiv alti reprezentanti desemnati de Rezentatul Legal pentru diverse produse si servicii (carduri, servicii de banca la distanta etc.). Emiterea acestora se va tarifa conform «*Lista de Tarife si Comisioane in Lei si Valuta pentru Persoane Juridice*».

2. Extrasele vor fi emise automat de Banca fie lunar, bi-lunar, saptamanal sau zilnic, conform instructiunii Clientului exprimate pe Cererea de deschidere de Cont curent/ Formularul de Intrare in Relatii cu Banca/ Formular de actualizare date Clienti/ Formular de modificare date extras de cont, fiind valabile fara semnatura reprezentantilor sau stampila Bancii. In plus, Banca poate emite extrase de cont de ori cate ori Clientul solicita. Acestea vor fi comisionate in conformitate cu «*Lista de Tarife si Comisioane in Lei si Valuta pentru Persoane Juridice*».

3. Extrasul de cont cuprinde informatii in ceea ce priveste data de inregistrare a Operatiunilor, natura si valoarea Operatiunilor, dobanzile si comisioanele aferente Operatiunilor efectuate pe Cont, beneficiarul si platitorul Operatiunilor efectuate, soldurile Conturilor, comerciantul acceptant sau bancomatul la care sa desfasurat tranzactia cu cardul (daca este cazul) etc.

4. Banca va pune la dispozitia Clientului extrasul de cont prin prezentarea acestuia la unitatile Bancii sau prin serviciile de banca la distanta.

5. Extrasele zilnice vor fi emise doar pentru zilele in care au fost efectuate Operatiuni, fiind puse la dispozitia Clientului la unitatea Bancii la care acesta are deschis Contul sau prin serviciile de banca la distanta.

E. INCHIDEREA CONTURILOR. INCETAREA RELATIILOR CU BANCA

1. Clientul poate solicita inchiderea Contului curent, printr-o cerere semnata de Rezentantul Legal sau de Imputernicitul pe cont, daca acesta a primit mandat in acest sens.

2. Inchiderea Contului curent la solicitarea Clientului va fi efectuata numai dupa achitarea de catre acesta a tuturor sumelor pe care le datoreaza Bancii, si cu conditia ca respectivul Cont curent sa nu aiba produse utilizate atasate (conturi de depozite, carduri business, credite etc). In cazul existentei produselor utilizate pe Contul curent pe care Clientul solicita a fi inchis, acesta va solicita si inchiderea produselor respective conform reglementarilor specifice acestora. In cazul in care contul curent are atasat/e card/uri, inchiderea se va face dupa 30 de zile calendaristice de la renuntarea/ blocarea tuturor cardurilor atasate. Acest termen, in cazul in care exista refuzuri la plata in curs de rezolvare, se prelungeste pana la 45 zile calendaristice.

The Bank shall not charge the Client for this service.

D. PROOF OF OPERATION AND ACCOUNT STATEMENT

1. The Bank will issue account statements regarding the Operations performed in the Client's current accounts by the Legal Representative, Authorized Signatory, Delegate, as well as by other representatives appointed by the Legal Representative for various products and services (cards, remote banking services etc.). Their issuance will be charged according to the «*List of Rates and Fees in RON and Foreign Currency for Legal Persons*».

2. Account statements issued automatically by the Bank either monthly, fortnightly, weekly or daily, according to Client's instruction expressed on the Application for opening a Current Account/ Bank Application Form/ Client Data Update Form/ Account Statement Data Modification Form, being valid without the signature of representatives or Bank's stamp. Moreover, the Bank may issue account statements whenever the Client requests so. They will be subject to fees in accordance with the «*List of Rates and Fees in RON and Foreign Currency for Legal Persons*».

3. The account statement includes information on the date of registration of Operations, nature and value of Operations, interest rates and fees related to Operations performed in the Account, the beneficiary and payer of the Operations performed, Account balances, the accepting merchant or ABM (automatic bank machine) where the card transaction was carried out (where appropriate) etc.

4. The Bank shall provide the Client with the account statement at the Bank units or through the remote banking services.

5. Daily statements will only be issued for days when Operations were performed, being provided to the Client at the Bank unit where it has its Account opened or through remote banking services.

E. ACCOUNT CLOSURE. TERMINATION OF RELATIONSHIPS WITH THE BANK

1. The Client may request the closure of its Current Account, through an application signed by the Legal Representative or Authorized Signatory, if he/she received a mandate in this regard.

2. Closing the Current Account upon Client's request will only be carried out after it pays all the amounts owed to the Bank, and provided that the respective Current Account does not have used products attached (deposit accounts, business cards, loans etc.). In case of existence of used products on the Current Account that the Client requests to be closed, it shall also request the closure of the respective products according to their specific regulations. If the Current Account has card(s) attached, closure shall be made after 30 calendar days from renunciation/ blocking of all cards attached. In case there are payment refusals pending settlement, this deadline is extended up to 45 calendar days.

3. La inchiderea Contului curent, Clientul preda carnetele/ formularele de cecuri/ cambii/ bilete la ordin neutilizate, puse la dispozitia sa de catre Banca. De la momentul inchiderii Contului curent, aceste documente nu mai sunt valabile si nu mai produc efecte. Banca nu poate fi obligata sa onoreze cecuri, cambii, bilete la ordin, alte titluri si/ sau efecte de comert dupa data inchiderii Contului curent.

4. Clientul nu poate solicita inchiderea Contului curent in cazul in care asupra acestuia s-a dispus masura indisponibilizarii in conditiile legii (insolventa, faliment). In cazul in care asupra contului/ sumelor de bani din cont au fost instituite masuri asiguratorii de catre organele de urmarire penala sau instantele penale competente, inchiderea contului poate fi efectuata numai dupa receptionarea de catre Banca a acordului scris emis de aceste autoritati, la solicitarea Clientului.

5. Inainte de inchiderea Contului curent, Clientul are obligatia de a reglementa situatia produselor si serviciilor atasate Contului curent respectiv.

6. Banca isi rezerva dreptul sa inchida orice Cont curent al Clientului in oricare din urmatoarele cazuri:

- a. inexistenta oricaror Operatiuni in Contul curent pe o perioada de 6 luni;
- b. intarzieri sau refuzul de prezentare a documentelor solicitate de Banca sau a modificarilor acestora
- c. neprezentarea documentelor solicitate aferente Operatiunilor de plata ordonate sau prezentarea acestora intr-o forma necorespunzatoare ori incompleta;
- d. nerespectarea prezentului Contract sau a altor documente semnate cu Banca ori a prevederilor legale in vigoare
- e. in cazul in care relatia de afaceri cu Clientul prezinta riscuri considerate de Banca ca fiind inacceptabile pentru Banca, pentru Grupul BRD sau Grupul Société Générale.

7. Inchiderea Contului curent in situatiile prezentate la art. 6 va fi anuntata Clientului printr-o notificare expediată cu 15 Zile calendaristice inainte de data inchiderii efective a Contului.

8. Pana la data inchiderii efective a Contului curent conform art 6., Clientul va reglementa situatia sumelor aflate in respectivul Cont curent, si anume va dispune transferarea sumelor intr-un alt cont la o alta banca sau retragerea lor in numerar. In cazul in care Clientul nu opteaza pentru una din aceste doua variante, pana la data inchiderii efective a Contului curent, Clientul declara ca a luat cunostinta si este de acord ca Banca sa-l inchida automat, sumele existente in cont la data inchiderii vor fi pastrate la dispozitia Clientului intr-un cont al bancii, iar daca valoarea acestor sume la data inchiderii contului este mai mica de 1000 EUR (sau echivalentul in Lei sau alta valuta) acestea se vor inregistra ca venituri ale Bancii. Orice sume rezultate la inchiderea contului Clientului, conform celor mentionate anterior, nu se va bonifica cu dobanda din momentul inchiderii contului.

9. Prin exceptie de la prevederile art. 7. Banca poate inchide Contul curent al Clientului, automat si fara nici o notificare prealabila in situatia in care sunt indeplinite cumulativ urmatoarele conditii:

- a. Cont curent cu sold mai mic sau egal cu 1000 EUR (sau echivalent in moneda contului);
- b. inexistenta oricaror Operatiuni in Contul curent pe o perioada de minim 6 luni;
- c. inexistenta produselor atasate respectivului Cont

3. Upon the closing of the Current Account, the Client shall hand in the unused cheque books/cheques/bills of exchange/ promissory notes provided to it by the Bank. As of the time of closing of the Current Account, these documents are no longer valid and no longer produce effects. The Bank cannot be forced to honor cheques, bills of exchange, promissory notes or other securities and/ or commercial papers after the date of closing of the Current Account.

4. The Client cannot request its Current Account to be closed if the freezing measure was enforced upon it (insolvency, bankruptcy). In case the account/ amounts in the account are subject to precautionary measures taken by prosecution authorities or relevant criminal courts, the closure of the account may be performed only after the receipt by the Bank of a written consent issued by such authorities, at Client's request.

5. Before the Current Account is closed, the Client has the obligation to set in order the products and services attached to the respective Current Account.

6. The Bank reserves the right to close any Current Account of the Client in any of the following cases:

- a. the non-existence of any Operations in the Current Account for 6 months;
- b. delays in or refusal to submit the documents, or their modifications, at the request of the Bank;
- c. failure to submit the requested documents regarding the Payment Operations ordered or their submission in an inadequate or incomplete form;
- d. failure to comply with this Contract or with other documents signed with the Bank or with the legal provisions in force;
- e. if the business relationship with the Client presents risks considered by the Bank to be unacceptable for the Bank, for the BRD Group or the Société Générale Group.

7. Closure of the Current Account in the situations referred to in Art. 6 shall be communicated to the Client by notification sent 15 calendar days before the date of actual closure of the Account.

8. By the date of actual closure of the Current Account, as per Art. 6, the Client shall set in order the amounts in the respective Current Account, by ordering their transfer into another account with another bank, or by withdrawing them in cash. If the Client does not choose any of these two options until the date of actual closure of the Current Account, the Client declares that it took note and agrees that the Bank closes the account automatically. The amounts existing in the account on the closure date will be kept available for the Client in one of the Bank's accounts and if such amounts on the account closure date are less than EUR 1000 (or the equivalent in RON or another currency), they will be recorded as Bank revenues. No amounts resulting from the closure of the Client's account, as mentioned above, will accumulate interest from the moment of closing the account.

9. By way of exception from the provisions of Art. 7, the Bank may close the Current Account of the Client automatically and without prior notification if the following conditions are met cumulatively:

- a. Current Account with balance less than or equal to EUR 1000 (or equivalent in account's currency);
- b. non-existence of any Operations in the Current Account for a period of at least 6 months;
- c. non-existence of products attached to the respective

curent.

10. Dreptul Clientului de a solicita Bancii restituirea sumelor existente in conturile curente la momentul inchiderii acestora din initiativa Bancii in conditiile mentionate la punctele 8 si 9 ale prezentei sectiuni se va prescrie in conditiile prevazute de Codul Civil in termen de 5 ani, calculat de la momentul notificarii de catre banca a inchiderii contului.

11. In cazul in care Clientului i-au fost inchise anterior conturi asupra carora fusesera instituite masuri de executare silita prin poprire, Banca isi rezerva dreptul de a nu deschide noi conturi intr-un termen mai mic de 3 luni de la data inchiderii conturilor afectate de poprire.

CAPITOLUL III. DREPTURILE SI OBLIGATIILE PARTILOR

A. Drepturile Clientului

1. Sa primeasca pentru disponibilul pastrat in Conturile sale deschis la Banca dobanda stabilita conform «*Lista de Tarife si Comisioane in Lei si Valuta pentru Persoane Juridice*», daca e cazul.

2. Sa alimenteze Conturile sale prin depuneri in numerar la unitatile Bancii sau prin viramente din alte conturi, deschise la Banca sau la alte banci. Alimentarile in valuta se efectueaza cu conditia respectarii reglementarilor cu privire la operatiunile valutare, aflate in vigoare la momentul efectuarii lor.

3. Sa dispuna Operatiuni cu sumele aflate in Conturile sale cu respectarea prezentului Contract.

4. Sa solicite inchiderea Contului curent numai dupa achitarea catre Banca a tuturor sumelor pe care le datoreaza acesteia.

5. Sa i se puna la dispozitie de catre Banca extrasul de cont in care sa fie evidentiata Operatiunile efectuate, in conditiile II lit. D.

6. Sa solicite produse si/sau servicii care vor fi atasate Contului curent, in conditiile stabilite de Banca.

7. Sa i se puna la dispozitie de catre Banca, la cerere, in orice moment in timpul relatiei contractuale Conditiiile Generale Bancare, precum si cele specifice contractelor, formularelor aferente fiecarui produs/ serviciu.

B. Obligatiile Clientului

1. Sa cunoasca si sa respecte prezentul Contract cu privire la efectuarea Operatiunilor in Conturile sale deschise la Banca, precum si cu privire la orice serviciu si/ sau produs al carui beneficiar este.

2. Sa utilizeze Conturile sale pentru efectuarea de Operatiuni de plata folosind doar formularele standard ale Bancii. Acestea trebuie sa fie corect completate si sa reflecte operatiuni reale, Clientul fiind pe deplin raspunzator pentru aceasta.

3. Sa furnizeze corect Bancii informatiile si documentele pe care aceasta i le solicita, in scopuri precum urmatoarele, dar fara a se limita la acestea: **(i)** deschiderea unui Cont, contractarea unui produs sau serviciu al Bancii, **(ii)** efectuarea operatiunilor dispuse de Client, **(iii)** clarificarea operatiunilor efectuate in Contul sau in numele Clientului. Documentele justificative solicitate de Banca pot avea in vedere elementele de identificare a Clientului, statutul juridic al acestuia, al Imputernicitilor pe Cont sau al Beneficiarului Real, sursa fondurilor utilizate prin Conturi sau alte informatii relevante pentru Banca. Neprezentarea documentelor justificative

Current Account.

10. The Client's right to request the repayment of the amounts existing in the current accounts upon their closure at the Bank's initiative under the terms mentioned in items 8 and 9 of this section will be prescribed as stipulated in the Civil Code within 5 years starting from the notification by the bank regarding the closure of the account.

11. In case the Client had previously closed accounts that were subject to enforcement by garnishment, the Bank reserves the right not to open new accounts within a period of less than three months from the date of closure of the accounts affected by garnishment.

CHAPTER III. RIGHTS AND OBLIGATIONS OF THE PARTIES

A. Rights of the Client

1. To receive, for the available funds kept in its Accounts opened with the Bank, the interest set according to the «*List of Rates and Fees in RON and Foreign Currency for Legal Persons*», where appropriate.

2. To credit its Accounts by cash deposits at the Bank units or by transfers from other accounts opened with the Bank or with other banks. The accounts can be credited with foreign currency only in compliance with the regulations regarding foreign exchange operations, in force at the time the accounts are credited.

3. To order Operations with the amounts in its current Accounts, in compliance herewith.

4. To request the closure of the current Account only after paying all the amounts owed to the Bank.

5. To be provided by the Bank with the account statement reflecting the performed Operations, as per II letter D.

6. To request products and/or services that will be attached to the current Account, under the conditions set by the Bank.

7. To receive from the Bank, upon request, at any time during the contractual relationship, the General Banking Conditions, as well as those specific to the contracts, forms related to each product/ service.

B. Obligations of the Client

1. To know and comply with this Contract regarding the performance of Operations in its Accounts opened with the Bank, as well as any service and/ or product whose beneficiary it is.

2. To use its Accounts in order to make Payment Operations by using only the standard forms of the Bank. These must be correctly filled in and reflect real operations, the Client being fully liable in this respect.

3. To provide the Bank with the information and documents it requires for the purposes of, but not limited to, the following: **(i)** opening an Account, contracting a product or service of the Bank, **(ii)** performing the operations ordered by the Client **(iii)** clarifying the operations performed in the Account or on behalf of the Client. The supporting documents requested by the Bank may take into account the identification elements of the Client, its legal status, of the Authorized Signatories or of the Beneficial Owner, the source of funds used through Accounts or other relevant information for the Bank. Failure to submit the

poate conduce la incetarea relatiilor de afaceri din initiativa Bancii. Clientii nerezidenti fiscal in Romania care pot prezenta, in original sau copie legalizata, si insotit de o traducere autorizata in limba romana, un Certificat de Rezidenta Fiscala (emis de organele fiscale din tara de rezidenta pentru anul calendaristic in care se face plata dobanzilor), valabil la data platii dobanzii, respectiv data inregistrarii in Cont, beneficiaza de aplicarea cotei de impozit mai favorabile (dintre cea prevazuta in legislatia nationala si cea prevazuta in conventiile de evitare a dublei impuneri in vigoare incheiate de Romania cu tara lor de rezidenta).

De asemenea, Clientii nerezidenti trebuie sa comunice Bancii tara de rezidenta fiscala si NIF atribuit de aceasta (sau, dupa caz, motivul pentru care acest numar nu poate fi furnizat), precum si orice modificare a rezidentei fiscale.

4. Sa anunte Banca in cazul intervenirii oricarui fapt care produce modificari in statutul juridic avut in vedere initial, sau a oricarei modificari referitoare la Reprezentantul Legal, Imputernicit pe cont si/ sau Delegat, modificari cu privire la limitele mandatului primit sau la datele lor de identificare (ex. date identificare Client, Reprezentant Legal, Imputernicitul pe cont, Delegatul, statut juridic, revocare imputernicire etc.) si sa inlocuiasca in mod corespunzator actele prezentate initial, in cel mai scurt timp de la data modificarii respective. Pana la data primirii de catre Banca a acestor modificari din partea Clientului, inclusiv dovada indeplinirii formalitatilor de inregistrare la Registrul Comertului, Banca este indreptatita sa considere informatiile si datele de identificare aflate in posesia sa ca fiind valide. Banca nu este in nici un fel raspunzatoare pentru eventualele prejudicii cauzate ca urmare a necomunicarii in timp util si in conditii de siguranta a modificarilor/ completarii aparute, sau in cazul in care acestea au fost comunicate Bancii de catre Client fara a fi urmate de inscrisuri doveditoare conform solicitarii Bancii.

5. Sa respecte programul de lucru cu publicul al Bancii, asa cum este afisat la unitatile acesteia.

6. Sa se informeze periodic cu privire la modificarile intervenite in nivelul comisioanelor, spezelor si dobanzilor, din afisarile existente la unitatile Bancii.

7. Sa achite la termen comisioanele, spezele si dobanzile bancare aferente operatiunilor efectuate si produselor detinute, conform «*Lista de Tarife si Comisioane in Lei si Valuta pentru Persoane Juridice*», in vigoare la momentul efectuarii Operatiunilor, existente la sediile Bancii.

8. Sa efectueze Operatiuni de plata doar in limita disponibilului din Cont, tinand cont inclusiv de valoarea comisioanelor si spezelor aferente gestiunii Conturilor si Operatiunilor efectuate. In vederea executarii unui Ordin de plata de catre Banca, Clientul platitor are obligatia de a asigura in Contul indicat in respectivul Ordin de plata, fondurile necesare pentru efectuarea platii sumei inscrise in Ordinul de plata precum si pentru plata comisioanelor aferente, inainte de data procesarii.

9. Sa efectueze retrageri in numerar din Contul curent fara a depasi limita impusa de reglementarile in vigoare.

10. Sa furnizeze toate datele/ sa completeze toate rubricile obligatorii din formularele Bancii pentru Operatiunile solicitate (ordine de plata simple/ conditionate/ ordine de plata cu cod de bare etc.).

supporting documents may lead to termination of business relationships at the Bank's initiative. Clients non-resident for tax purposes in Romania that can submit, in original or authenticated copy, and together with a certified translation in Romanian, a Tax Residence Certificate (issued by the tax authorities from the country of residence for the calendar year in which the payment of interest is made), valid on the date of payment of interest, respectively on the date of registration in the Account, shall benefit from the application of the more favorable tax rate (between that provided in the national law and the one provided in the conventions for the avoidance of double taxation in force concluded by Romania with their country of residence).

Also, non-resident Clients must communicate to the Bank the country of tax residence and the TIN assigned by it (or, as the case may be, the reason why such number cannot be provided), as well as any change in tax residence.

4. To announce the Bank in case of occurrence of any event that causes changes in the initially considered legal status, or of any change with regard to the Legal Representative, Authorized Signatory and/ or Delegate, changes in the limits of the received mandate or their identification data (e.g. identification data of the Client, Legal Representative, Authorized Signatory, Delegate, legal status, revocation of mandate etc.) and to duly replace the initially submitted documents in the shortest time from the date of such change. Until the Bank receives such changes from the Client, including the proof that the registration formalities with the Trade Register have been duly performed, the Bank is entitled to consider the information and identification data in its possession as valid. The Bank is in no way liable for the potential prejudice caused following the failure to promptly notify and under safe conditions of such changes/ completions, or in case the same were notified to the Bank by the Client without being followed by documentary evidence as per the Bank's request.

5. To respect the opening hours of the Bank, as displayed in its units.

6. To enquire periodically on changes occurred in the rates of fees, charges and interests, based on information displayed in the Bank units.

7. To pay on time the fees, charges and interests related to the operations made and the products held, according to the «*List of Rates and Fees in RON and Foreign Currency for Legal Persons*», in force at the time of performing the Operations and existing in the Bank units.

8. To make Payment Operations only within the limit of the funds available in the Account, considering inclusively the amount of the fees and charges for the management of the Accounts and the Operations performed. For the Bank to execute a Payment Order, the Paying Client shall make sure, before the processing date, that the Account indicated in such Payment Order holds the necessary funds to make the payment of the amount indicated in the Payment Order, as well as of the related fees.

9. To make cash withdrawals from the Current Account without exceeding the limit imposed by the regulations in force.

10. To provide all the data/ fill in all the mandatory fields in the Bank forms for the requested Operations (simple/ conditional/ multiple payment orders/ barcode payment orders etc.).

11. Sa se informeze cu privire la situatia Conturilor sale prin orice mijloace puse la dispozitie de catre Banca, inclusiv prin analizarea extraselor de cont.

12. Sa utilizeze Instrumentele de debit cu respectarea legislatiei in vigoare privind cecul, cambia si biletul la ordin si a reglementarilor in vigoare privind organizarea si functionarea la BNR a CIP, cu modificarile ulterioare, sa asigure disponibilul necesar decontarii acestora la data emiterii (in cazul cecului), respectiv la data scadentei (in cazul cambiilor si biletelor la ordin), inca de la inceputul Zilei lucratoare, sa restituie Bancii formularele instrumentelor de debit (cec, cambie, bilet la ordin) neutilizate (inclusiv cele gresit completate) puse la dispozitia sa de catre Banca. In cazul pierderii, sustragerii sau distrugerii instrumente de debit (cecurilor, cambiilor sau biletelor la ordin), Clientul trebuie sa se adreseze instantelor de judecata abilitate, conform legislatiei in vigoare, sa informeze Banca in legatura cu instrumentele de debit aflate in aceasta situatie si sa prezinte o copie legalizata a hotararii judecatoresti executorii de anulare a respectivelor instrumente la ghiseul unitatii Bancii care le-a eliberat. Daca un detinator introduce pe circuitul bancar un instrument de debit pentru care s-a solicitat instantei anulara, atunci plata instrumentului, inainte ca Banca sa fie notificata despre hotararea judecatoreasca executorie de anulare, elibereaza Banca de obligatia de plata, chiar daca aceasta a fost instiintata cu privire la introducerea in instanta a cererii de anulare.

13. Sa despagubeasca Banca pentru orice daune, pierderi sau cheltuieli suportate de aceasta, care au rezultat din incalcarea prevederilor Contractului de catre Client, inclusiv pentru orice daune, pierderi sau cheltuieli suportate de Banca, in urma stabilirii responsabilitatii financiare a acestuia pentru refuzurile de plata.

14. Clientul autorizeaza Banca, in mod irevocabil si neconditionat, pe toata durata de valabilitate a Contractului sa recupereze din orice Cont al sau deschis la Banca, Cont curent sau cont de depozit, chiar si neajuns la termen, sumele reprezentand obligatii de plata ale Clientului fata de Banca, scadente si neachitate in termen de 30 zile calendaristice de la data solicitarii in scris primite din partea Bancii. In cazul conturilor de depozit neajunse la termen, sumele ramase in urma achitarii obligatiilor de plata ale Clientului fata de Banca vor fi automat transferate in Contul curent prin intermediul caruia s-a constituit depozitul si vor fi bonificate cu dobanda corespunzatoare unui Cont curent.

Daca este cazul, Banca va putea efectua Operatiuni de schimb valutar la Cursul de schimb propriu pentru a cumpara valuta/ Lei si a alimenta Contul curent al Clientului in valuta/ Lei. Clientul nu va fi exonerat de plata eventualelor penalitati pentru sumele datorate si nici nu va fi scutit de inregistrarea sa la entitatile ce colecteaza date privind bonitatea Clientilor.

15. Sa prezinte Bancii documentele solicitate de aceasta in original, copie certificata „conform cu originalul” sau legalizata, conform solicitarii Bancii.

16. Sa aduca imediat la cunostinta Bancii orice restrictii/limitari/ interdictii care il privesc pe Client sau Conturile acestuia.

17. Sa verifice si sa semnaleze Bancii orice Operatiune in Conturile sale pe care o considera nejustificata, inclusiv erori/ omisiuni din extrasul de cont in cel mai scurt timp de la constatare dar nu mai tarziu de 10 (zece) Zile lucratoare de la data emiterii extrasului de cont. Orice sesizare venita

11. To enquire about the situation of its Accounts through any means made available by the Bank, including by analyzing the account statements.

12. To use the Debit Instruments in compliance with the legislation in force with regard to cheques, bills of exchange and promissory notes and with the regulations in force on the organization and functioning of the Payment Incidents Register (PIR) within the National Bank of Romania (NBR), as amended, to ensure the necessary funds for their settlement on the issuance date (for cheques) or on the due date (for bills of exchange and promissory notes), from the beginning of the Working Day, to return to the Bank the debit instrument forms (cheque, bill of exchange, promissory note) unused (including those filled in incorrectly) made available by the Bank. In case of loss, theft or destruction of debit instruments (cheques, bills of exchange or promissory notes), the Client shall refer to the competent courts, according to the legislation in force, inform the Bank in connection with such debit instruments and submit an authenticated copy of the enforceable court judgment for the annulment of such instruments to the Bank unit that has issued them. In case a holder introduces in the banking circuit a debit instrument in relation to which annulment was filed with the court, then the payment of the instrument before the Bank is notified about the enforceable court judgment of annulment, will release the Bank from the payment obligation, even if it was notified about the filing of the application for annulment with the court.

13. To indemnify the Bank for any damage, losses or expenses incurred by the latter, arising from the violation by the Client of the provisions hereof, including for any damage, losses or expenses incurred by the Bank following the establishment of the Client's financial liability for refusals to pay.

14. The Client irrevocably and unconditionally authorizes the Bank to recover, during the entire validity of the Contract, from any of its Accounts opened with the Bank, be it a Current Account or a deposit Account, even if not matured yet, the amounts representing payment obligations of the Client to the Bank, due and unpaid within 30 calendar days as of the date of the written request from the Bank. In the case of deposit accounts not matured, the amounts remaining after the payment of the Client's obligations to the Bank shall be transferred by default into the Current Account through which the deposit was made, and will receive an interest rate corresponding to a Current Account.

Where appropriate, the Bank will be able to perform currency exchange Operations at the own exchange rate to purchase foreign currency/ RON and feed the Current Account of the Client in foreign currency/ RON. The Client shall not be exempt from the payment of potential penalties for the amounts owed, nor will it be exempt from its registration with the entities collecting data on Clients' creditworthiness.

15. To submit to the Bank the documents requested by it in original, certified true copy or authenticated copy, as per the Bank's request.

16. To immediately inform the Bank on any restrictions/ limitations/ prohibitions concerning the Client or its Accounts.

17. To verify and report to the Bank any Operation in its Accounts it deems unjustified, including errors/ omissions from the account statement as soon as possible from the finding, but no later than within 10 (ten) Working Days of the date of issuance of the

dupa expirarea celor 10 (zece) Zile lucratoare, nu se va mai lua in considerare.

18. Clientul intelege si accepta posibilitatea ca, in cazul survenirii unor schimbari exceptionale a imprejurarilor care au stat la baza intrarii in relatie cu Banca, independente de vointa Bancii, executarea obligatiilor sale asumate fata de Banca sa devina mai oneroasa din cauza cresterii costurilor executarii acestora.

19. Clientul este de acord sa isi asume riscul cu privire la aparitia unor astfel de imprejurari, fiind tinut sa isi indeplineasca obligatiile asumate fata de Banca independent de aceste schimbari exceptionale ale imprejurarilor care au stat la baza intrarii in relatie cu Banca.

20. Sa completeze si sa prezinte, atat la intrarea in relatie cu banca cat si la actualizarea datelor si informatiilor personale, formularele FATCA solicitate de catre Banca. Clientul este obligat sa completeze si sa prezinte, atat la intrarea in relatie cu Banca cat si la actualizarea datelor, informatiile CRS, conform legislatiei in vigoare.

21. Clientul declara ca a luat cunostinta si este de acord ca Banca poate inregistra si stoca convorbiri telefonice si comunicari electronice dintre Client/ Imputernicit si Banca. Clientul declara faptul ca a informat si a obtinut consimtamantul persoanelor relevante (Imputernicit) pentru inregistrarea convorbirilor telefonice si a mesajelor de comunicare electronica. De asemenea, Clientul isi exprima acordul in mod irevocabil si neconditionat ca inregistrarile respective constituie o proba admisibila si concludenta (inclusiv in instanta) privind continutul conversatiilor/ mesajelor inregistrate si vor putea fi folosite in orice proceduri judiciare, extrajudiciare, administrative sau de arbitraj. Clientul are dreptul sa refuze inregistrarea respectivei convorbiri, la momentul initierii sale, caz in care, comunicarea va putea fi reluata prin alt mijloc de comunicare aflat la dispozitia partilor.

C. Drepturile Bancii

1. Sa stabileasca/ modifice cuantumul minim necesar deschiderii si mentinerii Conturilor curente.

2. Sa refuze deschiderea de Conturi sau efectuarea de Operatiuni dispuse de Clienti, in cazul in care nu sunt indeplinite toate criteriile prevazute de legislatia in vigoare cu privire la cunoasterea Clientelei.

3. Sa solicite Clientului documente privind scopul serviciilor bancare ce urmeaza a se derula prin intermediul Bancii.

4. Sa solicite in scris si sa obtina orice fel de informatii pe care le considera necesare referitor la Client, inclusiv informatii despre Reprezentant Legal, Imputernicit pe cont, Delegatul, sau operatiuni pe care acesta le desfasoara, in situatiile in care Banca apreciaza ca informatiile detinute nu sunt complete sau corecte sau sunt contradictorii.

5. Sa suspende efectuarea oricarei Operatiuni in Conturile Clientului, incepand cu data solicitarii mentionate la punctul 4, pana la primirea informatiilor cerute. In situatia in care Clientul nu furnizeaza informatiile sau in cazul in care se constata ulterior ca informatiile furnizate nu corespund realitatii sau sunt incomplete, Banca isi rezerva dreptul sa reconsidere relatia cu Clientul, inclusiv prin incetarea relatiilor comerciale.

account statement. Any notification made after the expiry of the 10 (ten) Working Days shall not be considered.

18. The Client understands and accepts the possibility that, in the event of occurrence of exceptional changes in the circumstances underlying the start of the relationship with the Bank, beyond the will of the Bank, the fulfillment of its obligations to the Bank could become more onerous due to an increase in the costs for their performance.

19. The Client agrees to assume the risk regarding the occurrence of such circumstances, being bound to fulfill its obligations to the Bank regardless of such exceptional changes in circumstances underlying the entry into relationship with the Bank.

20. To fill in and submit, both upon starting the relationship with the Bank and upon updating the personal data and information, the FATCA forms requested by the Bank. The Client is required to fill in and submit, both upon starting the relationship with the Bank and upon updating the personal data, the CRS Information, according to the legislation in force.

21. The Client declares that it has taken note and agrees that the Bank may register and store phone conversations and electronic communications between the Client/ Authorized Signatory and the Bank. The Client declares that it has informed and has obtained the consent of relevant persons (Authorized Signatory) for the recording of phone conversations and electronic communication messages. The Client also expresses its consent irrevocably and unconditionally that the respective recordings are an admissible and conclusive evidence (including in court) on the content of conversations/ messages recorded and can be used in any court, out of court, administrative or arbitration proceedings. The Client is entitled to refuse the recording of the respective conversation, at the time of its initiation, in which case the communication can be resumed by other means of communication available for the parties.

C. Rights of the Bank

1. To establish/ modify the minimum amount necessary for opening and maintaining Current Accounts.

2. To refuse to open Accounts or to perform the Operations ordered by Client if not all the criteria provided by the legislation in force on know your Client are met.

3. To request from the Client documents on the purpose of the banking services to be performed through the Bank.

4. To request in writing and to obtain any information it deems necessary regarding the Client, including information about the Legal Representative, the Authorized Signatory, the Delegate, or about operations it conducts, if the Bank considers that the information it holds is not complete or accurate or is contradictory.

5. To suspend the performance of any Operations in the Client's Accounts, starting with the date of the request mentioned in point 4 until the receipt of the requested information. Should the Client fail to provide the information or if later it is found that the information provided does not reflect the reality or is incomplete, the Bank reserves the right to reconsider the relationship with the Client, including by terminating the business relations.

6. Sa ia in considerare orice incasare efectuata in favoarea Clientului, de la data inregistrarii sumei in respectivul Cont.

7. Sa modifice unilateral «*Lista de Tarife si Comisioane in Lei si Valuta pentru Persoane Juridice*», si sa il informeze pe acesta de schimbarile survenite prin afisarea la unitatile Bancii pagina de internet a Bancii, la adresa: www.brd.ro.

8. Sa retina, fara ca acesta sa constituie o obligatie pentru Banca, din orice Cont al Clientului, cont curent sau cont de depozit, comisioanele, dobanzile, spezele bancare precum si ratele de credit restante si scadente sau orice alta datorie a Clientului fata de Banca, fara avizarea prealabila a acestuia, in cazul in care in Contul indicat de Client pentru debitarea acestora nu se gasesc sumele necesare pentru acoperirea acestor cheltuieli. Daca este cazul, sa efectueze Operatiuni de schimb valutar la Cursul de schimb propriu pentru a cumpara valuta/ Lei si a alimenta Contul curent al Clientului in valuta/ Lei. Clientul nu va fi exonerat de plata eventualelor penalitati pentru sumele datorate si nici nu va fi scutit de inregistrarea sa la entitatile ce colecteaza date privind bonitatea Clientilor.

9. Sa efectueze plati din Conturile Clientului, deschise la Banca, fara acordul acestuia, pe baza de hotarari judecatoresti definitive si executorii, si a altor titluri executorii prevazute de lege, la solicitarea entitatilor indreptatite si conform legislatiei in vigoare.

10. Sa blocheze Contul Clientului in cazul in care: (a) Clientul nu alimenteaza timp de 3 luni consecutive Contul pe care beneficiaza de un descoperit autorizat; (b) se inregistreaza Descoperit neautorizat de cont.

11. Sa nu se angajeze cu fondurile sale proprii in efectuarea Operatiunilor dispuse de Client, Banca nefiind raspunzatoare pentru consecintele rezultate ca urmare a neefectuarii Operatiunilor din lipsa de disponibilitati in Contul Clientului.

12. Sa refuze efectuarea oricarei Operatiuni de plata in cazul in care are suspiciuni cu privire la persoanele care opereaza pe Contul respectiv, cu privire la natura Operatiunii si de asemenea, in cazul in care documentele care stau la baza acesteia prezinta elemente suspecte.

13. Sa transmita catre CIP, CRC si Biroul de Credit sau alte entitati similare, informatiile specifice incidentelor de plata, informatiile de risc, precum si informatii referitoare la produsele de creditare, activitatea frauduloasa si informatiile legate de inadvertentele din documentele/ declaratiile inregistrate pe numele Clientului si/ sau ale reprezentantilor sai in vederea prelucrarii si consultarii ori de cate ori este necesar.

14. Banca poate executa orice imputernicire, autorizare, instructiune de natura mandatului, data de Client, fie prin personalul Bancii, fie printr-o filiala a sa, fie printr-o institutie de credit corespondente sau o alta institutie de credit.

15. Fiecare imputernicire, autorizare, instructiune de natura mandatului data de Client Bancii se considera irevocabila, cu exceptia cazurilor in care partile agreeaza in mod expres, in scris, posibilitatea revocarii.

16. Banca poate compensa orice obligatie scadenta a Clientului datorate Bancii cu orice obligatie de plata a Bancii fata de Client, indiferent de locul platii, sucursala la care s-a facut plata sau moneda oricarei obligatii. Daca obligatiile sunt in monede diferite, Banca poate converti oricare dintre obligatii intr-o alta moneda, astfel incat sa

6. To consider any receipt in favor of the Client as of the date of registration of the amount in the respective Account.

7. To modify unilaterally the «*List of Rates and Fees in RON and Foreign Currency for Legal Persons*» and to inform the Client of the occurred changes by displaying it in the Bank units and on the Bank's website, namely: www.brd.ro.

8. To retain, without this being an obligation for the Bank, from any Account of the Client, be it Current Account or deposit account, the fees, interests, banking charges and overdue credit installments or any debt of the Client to the Bank, without prior notice, if the Account indicated by the Client for debiting such amounts does not hold sufficient funds to cover the said expenses. Where appropriate, to perform currency exchange Operations at the own Exchange Rate to purchase foreign currency/ RON and feed the Current Account of the Client in foreign currency/ RON. The Client shall not be exempt from the payment of potential penalties for the amounts owed, nor will it be exempt from its registration with the entities collecting data on Clients' creditworthiness.

9. To make payments from the Client's Accounts opened with the Bank, without its consent, based on final and enforceable court judgments and other enforcement orders provided by law, at the request of the entitled entities and according to the legislation in force.

10. To block the Client's Account in the event where: (a) the Client does not feed for 3 consecutive months the Account on which it benefits from an authorized overdraft; (b) an unauthorized overdraft is registered.

11. Not to use its own funds to make the Operations ordered by the Client, the Bank not being liable for the consequences of not making the Operations for lack of available funds in the Client's account.

12. To refuse to perform any Payment Operation should it have suspicions as to the persons who operate on the Account, the nature of the Operation and also if the documents underlying it present suspicious elements.

13. To submit to PIR, CCR and Credit Bureau or other similar entities information specific to payment incidents, risk information and information regarding loan products, fraudulent activity and information on inconsistencies in the documents/ statements recorded in the name of the Client and/ or of its representatives for processing and consultation or whenever necessary.

14. The Bank may enforce any power of attorney, authorization, instruction of mandate nature, given by the Client, either through the Bank' personnel, or through one of its subsidiaries, or through a correspondent credit institution or another credit institution.

15. Any power of attorney, authorization, instruction of mandate nature given by the Client to the Bank shall be considered irrevocable, except for cases where the parties expressly agree in writing on the possibility of revocation.

16. The Bank may offset any outstanding obligation of the Client to the Bank with any payment obligation of the Bank to the Client, irrespective of the place of payment, the branch where the payment was made or the currency of any obligation. If the obligations are in different currencies, the Bank may convert any of the

poata opera compensatia, folosind rata de schimb pe care Banca o foloseste la data compensarii, in cursul normal al activitatilor sale pentru tranzactii similare.

17. In cazul in care intre Banca si Client exista mai multe raporturi juridice sau mai multe conturi, Clientul nu va putea realiza o compensare intre soldurile active si pasive fara acordul prealabil al Bancii. Banca si Clientul convin in mod expres ca in raporturile juridice dintre Banca si Client nu vor opera compensari intre soldurile active si pasive, decat in masura in care Banca isi exprima acordul prealabil scris cu privire la o anume operatiune de compensare.

18. Sa transmita informatii de natura secretului bancar, in sensul Ordonantei de Urgenta nr. 99/2006, catre terti in termenii si conditiile stipulate de prevederile Cap. II lit. C punctul. 12 din prezentul contract si/ sau a oricaror alte prevederi legale in vigoare care obliga Banca sa transmita astfel de informatii.

19. Sa suspende efectuarea oricarei Operatiuni in conturile Clientului, in cazurile in care acesta isi inceteaza existenta (prin fuziune, divizare totala; faliment, dizolvare cu lichidare, radiere etc.) incepand cu data la care se aduce bancii la cunostinta sau incepand cu data la care banca ia cunostinta, prin orice alta modalitate, de interventia unui astfel de eveniment. Banca nu va raspunde pentru nici un prejudiciu datorat operatiunilor in conturile Clientului fiind exonerata de orice fel de obligatie fata de acesta pana la momentul in care Clientul, prin reprezentantii sai sau orice alte persoane indreptatite, aduce la cunostinta de interventia unui caz de incetare a existentei conform celor mentionate anterior. Sumele existente in conturile Clientului la momentul suspendarii dreptului de a face operatiuni pe cont se vor elibera numai la cererea persoanelor indreptatite si numai in baza unor documente justificative prezentate de acestia care atesta dreptul de a retrage sumele din conturile Clientului.

D. Obligatiile Bancii

1. Sa efectueze in Contul Clientului Operatiunile bancare dispuse de Imputernicitii pe cont in scris sau prin alte mijloace convenite intre Banca si Client, dar numai in limita disponibilului din Cont si cu respectarea legislatiei in vigoare si a regulilor si uzantelor bancare interne si internationale.

2. Sa debiteze Contul cu valoarea tranzactiilor efectuate in alta valuta decat cea a respectivului Cont, pe baza Cursului de schimb utilizat de Banca in ziua tranzactiei si comunicat Clientului prin extrasul de cont.

3. Sa ia toate masurile necesare astfel incat Elementele de securitate personalizate ale Instrumentului de plata sa nu fie accesibile altor parti in afara Clientului care are dreptul de utilizare a respectivului Instrument de plata.

4. Sa se asigure ca in orice moment sunt disponibile mijloace corespunzatoare care sa permita Clientului sa faca o notificare privind pierderea, furtul, folosirea fara drept a Instrumentului sau de plata sau de orice alta utilizare neautorizata sau sa ceara deblocarea Instrumentului de plata odata ce motivele de blocare inceteaza sa mai existe.

obligations into another currency, so that it can operate the offset, using the exchange rate the Bank uses on the offset date in the normal course of its activities for similar transactions.

17. In case there are several legal relationships between the Bank and the Client or several accounts, the Client cannot offset between the assets and liabilities balances without the prior consent of the Bank. The Bank and the Client expressly agree that within the legal relationships between the Bank and the Client compensations between the assets and liabilities balances will not be performed, except insofar as the Bank gives its prior written consent for a certain offset.

18. To send information of the nature of banking secrecy, for the purposes of Emergency Ordinance No. 99/2006, to third parties under the terms and conditions stipulated by the provisions of Chapter II letter C point 12 of this Contract and/ or any other legal provisions in force establishing an obligation for the Bank to send such information.

19. To suspend the performance of any Operation in the Client's Accounts, in cases where it ceases its existence (by merger, full division; bankruptcy, dissolution with winding-up, deregistration etc.) from the date when it informs the bank or from the date when the bank takes note, by any other means, of the occurrence of such event. The Bank shall not be liable for any damage caused by operations in the documents signed Client's Accounts, being exempt of any obligation in relation to it until the moment when the Client, through its representatives or any other entitled persons, informs on the occurrence of a case of termination of existence according to the aforementioned. The amounts existing in the Client's Accounts at the time of suspension of the right to carry out operations in the account shall only be released at the request of entitled persons and only based on supporting documents presented by them certifying the right of withdrawing the amounts from the Client's Accounts.

D. Obligations of the Bank

1. To perform in Client's Account the banking Operations ordered by the Authorized Signatories in writing or by any other means agreed between the Bank and the Client, but only in the limit of account balance and in compliance with the legislation in force and domestic and international banking rules and practices.

2. To debit the Account with the value of transactions performed in another currency than that of the respective Account, based on the Exchange Rate used by the Bank on the day of the transaction and communicated to the Client through the account statement.

3. To take all measures necessary so that the Customized Security Features of the Payment Instrument are not accessible to other parties besides the Client who is entitled to use the respective Payment Instrument.

4. To make sure that at any moment appropriate means are available allowing the Client to make a notification on loss, theft, unrightful use of its Payment Instrument or on any other unauthorized use or request the unblocking of the Payment Instrument once the blocking reasons cease to exist.

Sa impiedice orice utilizare a Instrumentului de plata, odata ce a fost facuta notificarea privind pierderea, furtul, folosirea fara drept a Instrumentului sau de plata sau de orice alta utilizare neautorizata.

5. Sa pastreze confidentialitatea datelor conform prevederilor Capitolului V. a prezentului Contract.

6. Sa afiseze «*Lista de Tarife si Comisioane in Lei si Valuta pentru Persoane Juridice*», la sediul unitatilor Bancii si pe pagina de internet a Bancii, la adresa: www.brd.ro.

7. Sa plateasca, pentru disponibilul pastrat in Conturile Clientului deschise la Banca, dobanda stabilita conform «*Lista de dobanzi standard pentru Persoane Juridice*», afisata disponibila la sediile Bancii si pe pagina de internet a Bancii, la adresa: www.brd.ro. Dobanda pentru disponibilitatile pe contul curent se calculeaza in baza unui an calendaristic de 365 zile.

CAPITOLUL IV. CUNOASTEREA CLIENTELEI, PREVENIREA SPALARII BANILOR, COMBATEREA FINANTARII TERORISMULUI SI PUNEREA IN APLICARE A SANCTIUNILOR INTERNATIONALE

1. La intrarea in relatie cu Banca si oferirea unor servicii/ produse bancare, Banca solicita Clientului documente pentru verificarea identitatii acestuia, a Administratorului, a Reprezentantului Legal, a Imputernicitilor pe Cont, a Delegatilor, a structurii actionariatului, precum si pentru determinarea Beneficiarilor Reali. In cazul in care Clientul nu prezinta documentele solicitate, Banca poate refuza intrarea in relatii de afaceri cu Clientul.

2. La deschiderea unor conturi noi si/ sau oferirea unor servicii/ produse bancare, Banca poate solicita Clientului documente suplimentare justificative atunci cand exista informatii asupra modificarii datelor de identitate ale Clientului, a Administratorului, a Reprezentantului Legal, a Imputernicitilor pe Cont, a Delegatilor, a structurii actionariatului, precum si pentru determinarea Beneficiarilor Reali. In cazul in care Clientul nu prezinta documentele solicitate, Banca poate refuza solicitarea Clientului.

3. Pe parcursul derularii relatiei de afaceri, Banca poate solicita Clientului date, informatii si documente justificative, pentru stabilirea legitimitatii operatiunilor efectuate, identificarea beneficiarului sumelor ce urmeaza a fi platite/ incasate, respectiv conditii contractuale, scopul si natura tranzactiei, originea marfurilor, destinatia finala a marfurilor/ produselor ce fac obiectul tranzactiei, cum ar fi contract, factura, factura proforma, documente de transport, denumire transportator, denumire vapor, proprietar vapor, pavilion, IMO etc.

In situatia in care Clientul refuza prezentarea documentelor in cauza, Banca isi rezerva dreptul de a nu efectua tranzactia si de la caz, de a proceda la restituirea sumele incasate catre ordonator.

4. In situatia in care exista suspiciuni asupra faptului ca un Client nu este si Beneficiarul Real al sumelor aflate in Conturile Clientului si/ sau al operatiunii derulate prin acestea, Banca poate solicita Clientului sa completeze o declaratie pe propria raspundere prin care sa declare identitatea Beneficiarului Real.

Banca isi rezerva dreptul de a refuza efectuarea Operatiunilor in si/ sau din conturile Clientului sau de a inceta relatiile cu Clientul in cazul unor declaratii false sau daca are suspiciuni cu privire la realitatea/ corectitudinea

To prevent any use of the Payment Instrument, once the notification on loss, theft, unrightful use of its Payment Instrument or any unauthorized use was made.

5. To maintain the confidentiality of data according to the provisions of Chapter V of this Contract.

6. To display the «*List of Rates and Fees in RON and Foreign Currency for Legal Persons*» in the Bank units and on the Bank's website, at the address: www.brd.ro.

7. To pay, for the available funds in the Client's Accounts opened with the Bank, the interest established according to the «*List of Standard Interest Rates for Legal Persons*», available at the Bank's units and on the website of the Bank, at the address: www.brd.ro. The interest for available funds on the current account shall be calculated based on a calendar year of 365 days.

CHAPTER IV. KNOW YOUR CLIENT, ANTI-MONEY LAUNDERING, COMBATING THE FINANCING OF TERRORISM AND ENFORCEMENT OF INTERNATIONAL SANCTIONS

1. When a relationship is started with the Bank and upon offering banking services/ products, the Bank requests the Client documents to verify its identity, of the Administrator, Legal Representative, Authorized Signatories, Delegates, ownership structure and to determine the Beneficial Owners. If the Client fails to submit the requested documents, the Bank may refuse to start a business relationship with the Client.

2. When opening new accounts and/ or offering banking services/products, the Bank can request the Client additional supporting documents when there is information on the change of the identity data of the Client, of the Administrator, of the Legal Representative, of the Authorized Signatories, of the Delegates, of the ownership structure, as well as to determine the Beneficial Owners. If the Client refuses to submit the requested documents, the Bank may refuse Client's request.

3. During the course of the business relationship, the Bank may request the Client data, information and supporting documents, to establish the legitimacy of the operations performed, identify the beneficiary of the amounts to be paid/received, respectively contractual conditions, purpose and nature of the transaction, origin of goods, final destination of the goods/ products subject to the transaction, such as contract, invoice, pro-forma invoice, transport documents, name of the carrier, name of the ship, ship owner, flag, IMO etc.

In the event where the Client refuses to submit the respective documents, the Bank reserves the right not to perform the transaction and, from case to case, to refund the amounts collected by the instructing entity.

4. If there are suspicions on the fact that a Client is not the Beneficial Owner of the amounts in the Client's Accounts and/ or of the operation carried out through them, the Bank may request the Client to fill in an affidavit to declare the identity of the Beneficial Owner. The Bank reserves the right to refuse the performance of Operations into and/ or from the Client's Accounts or cease the relationships with the Client in case of false statements or if it has suspicions on the reality/ accuracy of Client's statements, including if it presents

celor declarate de Client, inclusiv in cazul in care acestia prezinta Bancii Instrumente de plata care pot fi suspectate ca avand potential fraudulos, producand riscuri de plata, inclusiv acele Instrumente de plata care pot afecta decontarea acestora, acestea intrand sub incidenta sanctiunilor prevazute de legislatia in vigoare.

5. In toate cazurile in care Clientul efectueaza operatiuni cu numerar a caror valoare este de cel putin 15.000 EURO ori echivalent, indiferent daca tranzactia se realizeaza prin una sau mai multe operatiuni ce par a avea o legatura intre ele, sau in cazul in care se intra in relatii cu Clientii prin corespondenta sau prin alta modalitate ce nu implica prezenta Clientului la Banca, Clientul are obligatia sa prezinte Bancii documente privind sursa fondurilor, sau dupa caz declaratia privind identitatea Beneficiarului Real al fondurilor/ activelor detinute in Cont.

6. Clientul nu trebuie sa efectueze nici o tranzactie, sa nu puna, nici un fel de fonduri sau resurse economice, sub nicio forma, direct sau indirect, la dispozitia persoanelor, grupurilor sau entitatilor supuse sanctiunilor internationale si sa nu dispuna utilizarea acestor fonduri sau resurse economice in beneficiul acestora.

7. Clientul are obligatia ca la solicitarea Bancii, ori de cate ori este cazul sa prezinte documente referitoare la actualizarea datelor si informatiilor cu privire la schimbarile intervenite in identitatea Clientului, structura actionariatului/ asociati, administrator, Reprezentant Legal, imputerniciti pe cont, determinarea Beneficiarilor Reali, inclusiv cu privire la dobandirea unor calitati care determina aplicarea cerintelor de raportare FATCA sau CRS etc. In situatia in care Clientul refuza sa prezinte datele necesare actualizarii, Banca va proceda in prima faza la Notificarea Clientului. In situatia in care Clientul refuza actualizarea datelor, Banca isi rezerva dreptul de a proceda la neefectuarea tranzactiei solicitate de Client si de a analiza oportunitatea continuarii relatiei de afaceri.

CAPITOLUL V. CONFIDENTIALITATE

Banca si Clientul se obliga sa respecte confidentialitatea asupra tuturor faptelor, datelor, actelor, si informatiilor privind Conturile si Operatiunile efectuate prin aceste Conturi ce decurg din relatia Client – Banca, cu exceptia cazurilor prevazute de lege si a celor in care Clientul si-a dat acordul expres pentru dezvaluirea informatiilor.

Prelucrarea datelor cu caracter personal ale reprezentantilor Clientului (legali sau conventionali), persoane cu functie de conducere, alte persoane cu functii cheie/ importante in cadrul Clientului, asociati directi si indirecti ai Clientului, Beneficiari Reali ai acestuia, garanti si codebitori - persoane fizice, membrii familiei persoanelor anterior mentionate, imputernicitii pe cont si delegatii, utilizatorii de carduri, persoane de contact desemnate de catre Client, alte persoane fizice indicate in documentele puse la dispozitia Bancii de catre Client (cum ar fi proprietarii initiali ai bunului ce va fi adus in garantie) sau aflate intr-o relatie relevanta cu Clientul (in continuare « Persoane vizate ») se realizeaza in conformitate cu prevederile documentului « Informare Privind Prelucrarea Datelor cu Caracter Personal – Clienti Persoane Juridice », anexat prezentelor Conditii Generale Bancare.

to the Bank Payment Instruments that may be suspected as potentially fraudulent, producing payment risks, including those Payment Instruments that may affect their settlement, being subject to sanctions provided by the legislation in force.

5. In all cases where the Client performs cash operations whose value is at least EUR 15,000 or equivalent, regardless of whether the transaction is carried out through one or more operations that appear to be linked together, or if relationships are started with Clients by mail or by other means that do not involve the Client's presence at the Bank, the Client has the obligation to submit to the Bank documents on the source of funds, or, as the case may be, the statement on the identity of the Beneficial Owner of the funds/assets held in the Account.

6. The Client will not perform any transaction, will not make available any funds or economic resources, under any circumstances, directly or indirectly, to persons, groups and entities subject to international sanctions and will not have these funds or economic resources used for the benefit of such persons, groups and entities.

7. At the Bank's request and whenever necessary, the Client will submit documents relating to the updating of data and information on changes in the identity of the Client, of the ownership structure/ members, administrator, Legal Representative, authorized signatories, determining the Beneficial Owners, including the acquisition of capacities that entail the application of FATCA or CRS reporting requirements etc. In case the Client refuses to submit the data required for updating the information, the Bank will first notify the Client. In case the Client refuses to update the data, the Bank reserves the right not to perform the transaction requested by the Client and analyze the appropriateness of continuing the business relationship.

CHAPTER V. CONFIDENTIALITY

The Bank and the Client undertake to respect the confidentiality of all the facts, data, documents and information regarding the Accounts and Operations made in such Accounts, arising from the Client-Bank relationship, except for the cases stipulated by law and those in which the Client gave its specific consent for disclosing the information.

Processing of personal data of the Client's representatives (legal or conventional), senior executives, other persons with key/major positions within the Client's entity, direct and indirect members of the Client, Beneficial Owners of the Client, guarantors and co-debtors - natural persons, members of the above-mentioned persons' families, authorized signatories and delegates, card users, contact persons appointed by the Client, other natural persons mentioned in the documents that the Client made available to the Bank (such as initial owners of the asset to be established as guarantee) or in a relevant relationship with the Client (hereinafter «Data subjects») is performed in accordance with the provisions of the «Information notice on personal data

Persoanele vizate din cadrul Clientului sunt informate prin acest document cu privire la modul in care le sunt prelucrate datele cu caracter personal in contextul activitatii desfasurate de BRD, precum si cu privire la drepturile care le sunt conferite de lege in calitate de Persoane vizate. Documentul este disponibil in mod gratuit in orice unitate BRD si pagina de internet a Bancii, la adresa: www.brd.ro.

CAPITOLUL VI. DISPOZITII FINALE

A. MODIFICAREA CONTRACTULUI

1. Banca are dreptul sa modifice prezentul Contract. Orice modificare a Contractului se aduce la cunostinta Clientului prin oricare dintre mijloacele de comunicare agreeate conform Contractului, inclusiv prin afisare la unitatile sau pe pagina de Internet a Bancii sau prin extras de Cont, cu cel putin de 30 (treizeci) de zile calendaristice inainte de data propusa pentru implementarea acestora, Clientul avand obligatia de a se informa asupra acestor modificari.

2. Clientul are posibilitatea ca, pana la data intrarii in vigoare a modificarilor mentionate sa notifice Bancii, prin scrisoare cu confirmare de primire sau la unitatea bancara unde are deschis Contul, refuzul noilor conditii, aceasta echivaland cu denuntarea Contractului. Netrimiteria de catre Client a unei astfel de notificari, pana la data intrarii in vigoare, valoreaza acceptare tacita din partea Clientului a noului Contract.

B. INCETAREA CONTRACTULUI

1. Prezentul Contract este incheiat pe o perioada nedeterminata.

2. Contractul inceteaza prin:

- a. acordul partilor;
- b. denuntare unilaterală a oricareia dintre parti, cu un preaviz de 30 de zile calendaristice;
- c. in cazurile specificate expres in prezentul Contract sau in formularele, contractele specifice incheiate intre Client si Banca.
- d. denuntare unilaterală de catre Banca in conditiile in care Clientul refuza sa puna la dispozitie/ nu furnizeaza Bancii informatiile solicitate conform reglementarilor FATCA, initial sau in vederea actualizarii/ clarificarii statutului FATCA al acestuia. Denuntarea isi va produce efectele de indata de la data notificarii Clientului de catre Banca.

3. Incetarea Contractului are ca efect inchiderea Contului curent precum si a tuturor celorlalte Conturi si incetarea tuturor produselor si serviciilor atasate acestora (dupa indeplinirea conditiilor de inchidere aferente contractelor produselor si serviciilor respective).

C. COMUNICAREA CLIENT- BANCA

1. Corespondenta adresata Bancii de catre Client se va realiza prin scrisoare recomandata cu confirmare de primire sau prin alte mijloace acceptate de Banca, in functie de modalitatea convenita cu Banca prin contractele si formularele aferente produselor si serviciilor.

Orice fel de comunicari realizate intre Banca si Client conform dispozitiilor mentionate anterior sau prin alte mijloace de comunicare (ex. telefon, e-mail etc.) nu vor produce efecte juridice decat in masura in care acestea sunt materializate sub forma documentelor contractuale

processing - Legal Clients», document attached to these General Banking Conditions.

Data Subjects within the Client shall be informed hereunder on how their personal data is processed in the context of the activity carried out by BRD, as well as on their legal rights as Data Subjects. The document is available free of charge in any BRD unit and on the Bank's website, at the address www.brd.ro.

CHAPTER VI. FINAL PROVISIONS

A. AMENDMENT OF THE CONTRACT

1. The Bank is entitled to modify this Contract. Any amendment of the Contract is communicated to the Client by any of the means of communication approved under the Contract, including by display at the units or on the Bank's website or by account statement, at least 30 (thirty) calendar days before the proposed implementation date, the Client having the obligation to inform on these modifications.

2. The Client has the possibility to notify the Bank on its refusal of the new conditions, which equals the denunciation of the Contract, through letter with acknowledgment of receipt or at the bank unit with which it opened the Account, before the date of entry into force of the mentioned modifications. Client's failure to submit such notification by the date of entry into force shall mean a tacit acceptance by the Client of the new Contract.

B. TERMINATION OF THE CONTRACT

1. This Contract is concluded for an indefinite period.

2. The Contract shall cease:

- a. by consent of the parties;
- b. by unilateral denunciation by either party, with a prior notice of 30 calendar days;
- c. in the cases specified in this Contract or in the forms, and the specific contracts signed between the Client and the Bank.
- d. termination by the Bank if the Client refuses/ fails to provide the Bank with the information required under FATCA regulations either initially or for the update/ clarification of the Client's FATCA status. The termination shall take effect as soon as the Client has been notified by the Bank.

3. The termination of the Contract results in the closing of the Current Account, as well as of all the other accounts and related products and services (after complying with the closure conditions stipulated by the contracts of the respective products and services).

C. CLIENT-BANK COMMUNICATION

1. The Client's correspondence with the Bank shall be sent by registered letter with acknowledgment of receipt or any other means accepted by the Bank, depending on the manner agreed upon with the Bank in the contracts and forms related to the products and services.

Any communications made between the Bank and the Client as mentioned above or by other means of communication (e.g. phone, e-mail etc.) will not produce legal effects unless they are materialized as contractual documents agreed in writing by the parties,

agreate in scris de parti cu exceptia contractelor si formularelor aferente produselor si serviciilor care prevad contrariul.

2. Corespondenta va fi transmisa de catre Client la unitatea unde are deschis Contul curent, in caz contrar putand fi considerata ca nefiind primita.

3. Documentele redactate in limbi straine vor fi prezentate Bancii impreuna cu traducerea acestora in limba romana si cu legalizarea de catre un notar a semnaturii traducatorului autorizat.

4. Cu exceptia situatiilor in care se prevede altfel prin alte contracte sau documente specifice incheiate cu Banca si/ sau prin dispozitii legale imperative, transmiterea corespondentei catre Client de catre Banca va fi considerata efectuata in oricare dintre urmatoarele cazuri:

- Banca detine o copie a corespondentei semnata de Client

- corespondenta este evidentiata intr-un document de expediere semnat de catre o societate cu activitate de curierat sau mandat postal

- a fost receptionata de catre Client la data trimiterii de catre Banca prin canale alternative (pagina de Internet a Bancii, e-mail, fax, SMS etc.).

5. Banca nu isi asuma nici o responsabilitate in ceea ce priveste consecintele intarzierilor si/ sau pierderilor de documente sau corespondenta, inclusiv extrase de cont, si nici in ceea ce priveste deteriorarea sau alte erori ce se pot produce in timpul transportului/ transmisiei.

6. Clientul se va asigura intotdeauna ca notificarile sale transmise Bancii vor ajunge la destinatie in termenul prevazut pentru a fi luate in considerare.

7. Corespondenta transmisa Clientului de catre Banca este considerata ca fiind corect adresata, daca aceasta a fost expediata la ultima adresa sau la ultimul numar de telefon sau la ultima adresa de e-mail comunicata Bancii de catre Client, conform Contractului.

8. Corespondenta primita de Banca dupa ora 14.00 se considera primita in Ziua lucratoare imediat urmatoare.

D. GARANTAREA FONDURILOR DETINUTE

1. **Definitie depozit:** In conformitate cu art.3, alin.1, lit.h din Legea nr. 311/2015 privind schemele de garantare a depozitelor si Fondul de garantare a depozitelor bancare, depozit reprezinta orice sold creditor, inclusiv dobanda datorata, rezultat din fonduri aflate intr-un cont sau din situatii tranzitorii derivand din operatiuni bancare curente si pe care institutia de credit trebuie sa le ramburseze, potrivit conditiilor legale si contractuale aplicabile, care nu se regasesc in nici una dintre situatiile soldurilor creditoare reglementate de art. 5 din Legea nr. 311/2015.

Informarea Clientilor privind garantarea depozitelor astfel cum sunt definite de Legea nr. 311/2015 se va realiza prin publicare pagina de internet a Bancii, afisarea la sediile unitatilor Bancii, precum si prin orice alte modalitati prevazute de lege. In cazul in care un deponent efectueaza operatiuni bancare prin internet sau orice alte produse de banca la distanta, institutia de credit poate transmite informatiile privind garantarea depozitelor pe cale electronica. La solicitarea expresa a deponentului, informatiile ii sunt comunicate pe suport hartie.

Datoriile deponentilor fata de BRD - Groupe Société Générale SA sunt luate in considerare la calcularea compensatiei cuvenite in conditiile prevederilor Titlului I - Scheme de garantare a depozitelor din Legea nr.

except for contracts and forms related to products and services that provide otherwise.

2. The correspondence shall be sent by the Client to the bank unit with which it opened the Current Account, failing which it can be deemed not received.

3. The documents drafted in foreign languages will be submitted to the Bank accompanied by their translation into Romanian and the authentication of the sworn translator's signature by a notary.

4. Except where otherwise provided for in other specific contracts or documents concluded with the Bank and/ or mandatory legal provisions, the transmission of correspondence to the Client by the Bank will be considered to be made in any of the following cases:

- the Bank has a copy of the correspondence signed by the Client

- the correspondence is highlighted in a shipping document signed by a company with the activity of courier or post office

- it was received by the Client on the date the Bank sent via alternative channels (Bank website, e-mail, fax, SMS etc.).

5. The Bank does not assume any liability for the consequences of the delays and/ or losses of documents or correspondence, account statements included, or for the deterioration or other errors that may occur during transport/ transmission.

6. The Client shall always make sure that its notices to the Bank reach their destination in due time to be considered.

7. The correspondence sent to the Client by the Bank is deemed correctly addressed if dispatched at the latest address or to the last phone number or e-mail address communicated to the Bank by the Client, according to the Contract.

8. The correspondence received by the Bank after 2.00 P.M. is deemed received on the next Working Day.

D. GUARANTEE OF THE FUNDS HELD

1. **Deposit definition:** In accordance with Article 3(1)(h) of 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 Article 5 of Law No. 311/2015.

Informing Clients concerning guarantee for deposits as defined by Law No. 311/2015 will be achieved through publication on the Bank's website, display at the Bank's units, as well as through any other means provided by the Law. If a depositor performs banking operations via the internet or through any other remote banking products, the credit institution can provide the information concerning the deposit guarantee electronically. When specifically requested by the depositor, the information can be communicated on paper.

The depositors' debts to BRD - Groupe Société Générale SA are taken into account when calculating the due compensation as presented in Title I - Deposit Guarantee Schemes of the Law No. 311/2015 on

311/2015 privind schemele de garantare a depozitelor si Fondul de garantare a depozitelor bancare.

2. Fondul de Garantare a Depozitelor Bancare (FGDB): In Romania, depozitele la bancile romanesti, in masura in care nu se incadreaza in randul celor exceptate de la garantare, astfel cum sunt mentionate in Lista depozitelor excluse de la garantare, sunt garantate de schemele de garantare aprobate de BNR. In prezent, singura schema de garantare oficial recunoscuta pe teritoriul Romaniei este Fondul de Garantare a Depozitelor Bancare (FGDB). Garantarea depozitelor bancare este reglementata de Legea nr. 311/2015 privind schemele de garantare a depozitelor si Fondul de garantare a depozitelor bancare. Banca este participanta la Fondul de Garantare a Depozitelor in Sistemul Bancar din Romania astfel cum este reglementat de prevederile Titlului II din Legea 311/2015.

3. Lista depozitelor excluse de la garantare – conform Anexei 1 a Legii nr. 311/2015:

1. Depozite ale unei institutii de credit facute in nume si cont propriu, cu respectarea prevederilor art. 64 alin. (2).
2. Instrumente care se incadreaza in definitia fondurilor proprii, astfel cum acestea sunt definite la art. 4 alin. (1) punctul 118 din Regulamentul (UE) nr. 575/2013.
3. Depozitele rezultate din tranzactii in legatura cu care au fost pronuntate hotarari judecatoresti definitive de condamnare pentru infractiunea de spalare a banilor, potrivit legislatiei in domeniul prevenirii si combaterii spalarii banilor. Incadrarea depozitelor in aceasta categorie se realizeaza de schema de garantare a depozitelor, pe baza informatiilor primite de la autoritatile competente, de la institutia de credit ale carei depozite au devenit indisponibile ori de la lichidatorul desemnat de instanta, dupa caz.
4. Depozite ale institutiilor financiare, astfel cum sunt acestea definite la art. 4 alin. (1) pct. 26 din Regulamentul (UE) nr. 575/2013.
5. Depozite ale firmelor de investitii, astfel cum acestea sunt definite la art. 4 alin. (1) pct.2 din Regulamentul (UE) nr.575/2013.
6. Depozitele pentru care identitatea titularului nu a fost verificata pana la momentul cand acestea devin indisponibile, potrivit legislatiei in domeniul prevenirii si combaterii spalarii banilor.
7. Depozite ale asiguratorilor si reasiguratorilor, astfel cum sunt acestia definiti la art. 1 alin. 2 pct. 3 si 45 din Legea nr. 237/2015 privind autorizarea si supravegherea activitatii de asigurare si reasigurare, cu modificarile si completarile ulterioare.
8. Depozite ale organismelor de plasament colectiv, astfel cum sunt acestea definite de legislatia pietei de capital.
9. Depozite ale fondurilor de pensii.
10. Depozite ale autoritatilor publice centrale, locale si regionale.
11. Valori mobiliare de natura datoriei emise de institutia de credit, precum si obligatii care izvorasc din acceptari proprii si bilete la ordin.

E. FORTA MAJORA

1. Banca si Clientul nu sunt raspunzatori pentru nici o pierdere datorata perturbarii operatiunilor din cauza de forta majora.
2. Cazul de forta majora este orice eveniment imprezibil, inevitabil si independent de vointa uneia dintre parti, care o impiedica in mod absolut sa isi indeplineasca total sau partial obligatiile contractuale (ex.: calamitati naturale, razboi, greve).

deposit guarantee schemes and Bank Deposit Guarantee Fund.

2. Bank Deposit Guarantee Fund (FGDB) In Romania, the deposits opened with Romanian banks, to the extent they are not considered as exempted from guarantee, as presented in the "List of deposits exempted from guarantee", are guaranteed by the deposit guarantee schemes approved by NBR. Currently, the only officially recognized guarantee scheme on Romania's territory is the Bank Deposit Guarantee Fund (FGDB). The guarantee of bank deposits is regulated by Law No. 311/2015 on deposit guarantee schemes and Bank Deposit Guarantee Fund. The Bank is participant in the Bank Deposit Guarantee Fund of Romania, as regulated by the provisions of Title II of Law 311/2015.

3. The list of deposits excluded from guarantee - according to Annex 1 to Law No. 311/2015:

1. Deposits of a credit institution made on own name and account, in compliance with the provisions of Article 64 (2).
2. Instruments falling within the definition of own funds, as they are defined in Article 4(1)(118) of Regulation (EU) No. 575/2013.
3. Deposits resulting from transactions in relation to which final court judgments were made of conviction for the offense of money laundering, according to the legislation on preventing and combating money laundering. The classification of deposits in this category is made by the deposit guarantee scheme, based on the information received from the competent authorities, from the credit institution whose deposits became unavailable or from the liquidator appointed by court, as the case may be.
4. Deposits of financial institutions, as they are defined in Article 4 (1) § 26 of the Regulation (EU) No. 575/2013.
5. Deposits of investment companies, as they are defined in Article 4 (1) §2 of Regulation (EU) no. 575/2013.
6. Deposits for which the identity of the holder was not verified until the moment when they become unavailable, according to the legislation in the field of preventing and combating money laundering.
7. Deposits of insurers and re-insurers, as they are defined in Article 1 2 §§ 3 and 45 of Law No. 237/2015 on the authorization and supervision of the insurance and reinsurance activity, as amended and supplemented.
8. Deposits of undertakings for collective investment., as they are defined in the capital market legislation.
9. Deposits of pension funds.
10. Deposits of central, local and regional public authorities.
11. Securities of the nature of debt issued by the credit institution, as well as obligations arising from own acceptances and promissory notes.

E. FORCE MAJEURE

1. The Bank and the Client shall not be liable for any loss caused by the deterioration of the operations on account of a force majeure event.
2. The case of force majeure is any event unpredictable, inevitable and independent of the will of one of the parties, which absolutely prevents it from fulfilling totally or partially its contractual obligations (e.g. natural disasters, war, strikes).

3. In caz de forta majora, Clientul ca si partea afectata va comunica aparitia cazului de forta majora prin telefon sau fax sau scrisoare recomandata cu confirmare de primire, in termen maxim de 5 zile calendaristice, urmand ca in urmatoarele 15 zile calendaristice sa transmita Certificatul eliberat de catre autoritatile competente privind cazul de forta majora, prin scrisoare recomandata sau prin prezentarea la Banca.

In caz de forta majora, Banca va comunica un astfel de eveniment tuturor Clientilor, in maniera in care o considera de cuviinta (afisare la sediile Bancii, si/ sau pe pagina de internet a Bancii, fara a se limita la acestea).

F. LEGEA APLICABILA. LITIGII

1. Relatiile dintre Banca si Client sunt guvernate de legislatia romana. De asemenea, fiind parte a Grupului Société Générale, Banca are obligatia de a aplica in relatia cu Clientul reglementari specifice ale Grupului, inclusiv in domeniul cunoasterii Clientelei, prevenirii spalarii banilor si combaterii terorismului sau aplicarii embargourilor si sanctiunilor internationale.

2. Prezentul Contract este redactat in limba romana/ bilingva (varianta in limba romana va preleva in fata altor variante in alte limbi straine).

3. Orice disputa se va rezolva pe cale amiabila de partile semnatare. In caz contrar, aceasta se va solutiona de instanta de judecata competenta in raza careia se afla situata unitatea Bancii unde Clientul are deschis Contul curent.

G. ALTE DISPOZITII

1. Clientul prin Reprezentant Legal, Imputernicit pe cont, Delegat declara pe proprie raspundere, cunoscand prevederile Codului Penal privind falsul in declaratii, ca documentele si datele furnizate Bancii sunt reale si corecte.

2. Clientul prin Reprezentant Legal, Imputernicit pe cont, Delegat confirma ca a primit un exemplar din «*Conditii Generale Bancare pentru Persoane Juridice*» si «*Lista de Tarife si Comisioane in Lei si Valuta pentru Persoane Juridice*» in vigoare, si ca a luat cunostinta, a inteles si este de acord cu continutul fiecarei clauze in parte a acestora.

3. Clientul prin Reprezentant Legal, Imputernicit pe cont, Delegat isi exprima in mod liber acordul de a contracta, cu intentia de a fi obligat conform prevederilor prezentelor Conditii Generale Bancare in integralitatea lor si semneaza prezentele Conditii Generale Bancare cu intentia pe deplin libera de a dobandi toate drepturile si obligatiile prevazute in prezentele Conditii Generale Bancare pe care le considera echitabile. Clientul declara ca Banca i-a pus la dispozitie toate documentele necesare pentru intelegerea corecta de catre Client a clauzelor prezentelor Conditii Generale Bancare si a tuturor aspectelor legate de acestea.

3. In case of force majeure, the Client and the affected party will communicate the occurrence of the force majeure event by phone or fax or registered letter with acknowledgment of receipt, within a maximum of 5 calendar days, following that in the next 15 calendar days to send the Certificate issued by the competent authorities regarding the force majeure event, by registered letter or by submission to the Bank.

In case of force majeure, the Bank will communicate such an event to all Clients, in the manner it deems appropriate (display at the Bank's offices, and/ or on the Bank's website, without limitation to these means).

F. GOVERNING LAW. DISPUTES

1. The relations between the Bank and the Client shall be governed by the Romanian law. Also, being part of the Société Générale Group, the Bank has the obligation to apply in relation to the Client specific regulations of the Group, including in the field of Know Your Client, prevention of money laundering and combating terrorism or enforcement of embargoes and international sanctions.

2. This Contract is drafted in Romanian/ bilingual version (the Romanian version shall prevail over other versions in foreign languages).

3. Any dispute shall be settled amicably by the signatory Parties. Otherwise, it shall be settled by the competent court in the territorial jurisdiction of the Bank unit where the Client has opened the Current Account.

G. OTHER PROVISIONS

1. The Client, through its Legal Representative, Authorized Signatory, Delegate, declares on own responsibility, knowing the provisions of the Criminal Code of false statements, that the documents and data provided to the Bank are real and accurate.

2. The Client, through Legal Representative, Authorized Signatory, Delegate, confirms that it has received a copy of the «*General Banking Conditions for Legal Persons*» and the «*List of Rates and Fees in RON and Foreign Currency for Legal Persons*» in force, and that it has taken note, understood and agrees with the content of each clause thereof.

3. The Client, through Legal Representative, Authorized Signatory, Delegate, freely expresses its consent to contract, with the intention of being bound according to the provisions of e.g., these General Banking Conditions in their entirety and signs these General Banking Conditions with the fully free intention of acquiring all the rights and obligations provided in these General Banking Conditions, which it considers fair. The Client declares that the Bank has provided it with all the necessary documents for the Client to correctly understand the clauses of these General Banking Conditions and all the aspects related to them.

ANEXA. INFORMARE PRIVIND PRELUCRAREA DATELOR CU CARACTER PERSONAL¹ CLIENTI PERSOANE JURIDICE

B.R.D. - Groupe Société Générale S.A., cu sediul in Bucuresti, Bldv. Ion Mihalache Nr. 1-7, Sector 1, inregistrata la Registrul Comertului cu numarul J/40/608/19.02.1991, CUI/CIF RO 361579, numar de inregistrare in Registrul Bancar RB-PJR-40-007/1999 („**Banca**” sau „**Noi**”) prelucreaza date cu caracter personal in calitate de **operator**.

Intrucat au o anumita legatura cu Clientul/ viitorul Client, Banca prelucreaza date cu caracter personal ale urmatoarelor categorii de **persoane vizate** (denumiti in mod colectiv „**Persoane Vizate**”): reprezentanti ai Clientului (legali sau conventionali), persoane cu functie de conducere, alte persoane cu functii cheie/ importante in cadrul Clientului; asociati sau actionari directi si indirecti ai Clientului; Beneficiarii Reali ai Clientului; garanti si co-debitori, persoane fizice; membrii familiei persoanelor de mai sus, dupa caz; Imputernicitii pe Cont si Delegatii; utilizatorii de carduri; persoane de contact desemnate de Client; alte persoane fizice indicate in documentele puse la dispozitia Bancii de catre Client (cum ar fi proprietarii initiali ai bunului ce va fi adus in garantie) sau aflate intr-o relatie relevanta cu Clientul (cum ar fi debitorii cedati) sau alte persoane fizice ale caror date sunt prelucrate de catre Banca in vederea derularii relatiei cu Clientul.

I. DE UNDE AVEM DATELE CU CARACTER PERSONAL?

Prelucram datele cu caracter personal:

- **pe care Persoana Vizata ni le furnizeaza in mod direct**, de exemplu atunci cand Persoana Vizata actioneaza in relatia cu Banca in calitate de:
 - (a) Reprezentant Legal sau, dupa caz, Imputernicit al unui Client
 - (b) in calitate de Imputernicit pe Cont sau Delegat al unui Client
 - (c) persoana de contact desemnata de Client sau
 - (d) garanti sau co - debitori.
- **pe care le obtinem de la Client**, prin reprezentantii legali sau conventionali, cum ar fi datele furnizate de Client cu privire la membri din cadrul conducerii, asociati sau actionari directi sau indirecti, Imputernicitii pe Cont, Delegatii sau Beneficiarii Reali, alte persoane fizice indicate in documentele puse la dispozitia Bancii de catre Client
- **pe care le detinem deja in baza noastra de date**, de exemplu atunci cand Persoana Vizata (e.g. asociatul sau Reprezentantul Legal al Clientului) este deja Client al Bancii (de exemplu, ca persoana fizica sau, dupa caz, ca persoana fizica autorizata).

ANNEX. INFORMATION NOTE ON THE PROCESSING OF PERSONAL DATA² FOR LEGAL PERSONS CLIENTS

B.R.D. - Groupe Société Générale S.A., headquartered in Bucharest, 1-7 Ion Mihalache Blvd., 1st District, registered with the Trade Register under no. J/40/608/19.02.1991, Sole Registration no. (UIC/ FIC) RO 361579, registered with the Banks Register under no. RB-PJR-40-007/1999 (hereinafter called “**Bank**” or “**We/Us**”), is processing personal data in its capacity as **controller**.

Being related to a certain extent to the Client/ future Client, the Bank processes personal data of the following categories of **data subjects** (hereinafter collectively referred to as the “**Data Subjects**”): (legal or conventional) representatives of the Client, persons responsible for the management, other persons in key/ major positions within the Client's enterprise; direct and indirect associates or shareholders of the Client; Beneficial Owners of the Client; guarantors and co-debtors, individual persons; members of the above-mentioned persons' families, as appropriate; persons authorised to administer the account and delegates; card users; contact persons appointed by the Client; other individual persons mentioned in the documents that the Client made available to the Bank (such as initial owners of the asset to be established as guarantee) or in a relevant relationship with the Client (such as the assigned debtors) or other individual persons whose data is processed by the Bank in order to carry on the relationship with the Client.

I. WHERE DO WE GET THE PERSONAL DATA FROM?

We process the personal data:

- **that the Data Subject provides directly to us**, for instance when the Data Subject acts in relation with the Bank in their capacity as:
 - (a) Legal Representative or, as the case may be, authorised representative of a Client
 - (b) person authorised to administer the account or delegate of a Client
 - (c) contact person appointed by the Client or
 - (d) guarantors or co-debtor.
- **that we get from the Client**, by their legal or conventional representatives, such as data provided by the Client with regard to the management members, direct or indirect shareholders or associates, representative on the account, delegates or Beneficial Owners, other individual persons mentioned in the documents that the Client made available to the Bank.
- **that we already have in our database**, for instance when the Data Subject (e.g. the associate or Legal Representative of the Client) is already a Client of the Bank (for instance, as individual person or, as the case may be, as self-employed person).

¹ Realizata in conformitate cu prevederile Regulamentului (UE) 2016/679 al Parlamentului European și al Consiliului din data de 27 aprilie 2016 privind protectia persoanelor fizice în ceea ce priveste prelucrarea datelor cu caracter personal și privind libera circulație a acestor date si de abrogare a Directivei 95/46/CE („GDPR”).

² Drafted according to the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (“GDPR”).

Putem, de asemenea, obtine si prelucra datele cu caracter personal ale Persoanelor Vizate din **alte surse**, cum ar fi:

- **instituti si autoritati publice** (e.g. ANAF, MFP, ONRC, FNGCIMM, BNR - Centrala Riscului de Credit (CRC) sau Centrala Incidentelor de Plati (CIP), alte fonduri de garantare, autoritati de management etc.). De exemplu, putem interoga bazele de date ale autoritatilor/ institutiilor publice pentru a obtine anumite informatii, cum ar fi: situatia fiscala a Persoanelor Vizate; daca Persoana Vizata face parte din grupuri de persoane fizice si/ sau juridice care reprezinta un grup de Clienti
- **registre si baze de date electronice** (e.g. portalul instantelor de judecata, Biroul de Credit, entitati abilitate sa administreze baze de date cu persoanele acuzate de finantarea actelor de terorism si cele expuse public, RNPM, ANCPI, BPI, OCPI, Monitorul Oficial etc.)
- **parteneri comerciali**, in special furnizori de servicii pentru Banca. De exemplu, putem afla noile date de contact ale Persoanelor Vizate (e.g. adresa, numarul de telefon) de la agentii care presteaza servicii de recuperare creante pentru Noi, date pe care acestea din urma le obtin din surse proprii
- **platforme online** (social media si internet) accesibile publicului
- **entitati implicate in operatiuni de plata** (e.g. organizatiile internationale de carduri, cum ar fi Visa si Mastercard, operatori economici care accepta plata cu carduri, banci si alte instituti de plata implicate in schemele de plati). De exemplu, atunci cand faceti tranzactii cu cardul, putem primi anumite date necesare pentru a efectua platile (e.g. datele de card, sumele aferente tranzactiilor) de la comerciantii care au acceptat plata cu cardul. De asemenea, in cadrul altor tipuri de operatiuni (de ex. plata prin transfer credit, debitare directa, instrumente de debit de tip cec, cambie, bilet la ordin), putem primi datele Dvs. de la o Banca/ institutie de plata terta unde a fost initiata operatiunea, prin intermediul schemelor/ sistemelor de plati si comunicatii interbancare (cum ar fi SEPA, Regis, SENT sau SWIFT)
- **entitatile din Grupul BRD si ale Grupului SG**
- **alte instituti de credit**
- **societati de asigurare**
- **societati de administrare ale fondurilor de pensii si de investitii**
- **Depozitarul Central** in calitate de societate de registru pentru actiunile Bancii
- **Alte entitati.**

Refuzul Persoanelor Vizate de a Ne furniza anumite date cu caracter personal poate determina, in anumite situatii, imposibilitatea intrarii Clientului in relatie cu Banca sau a contractarii/ continuarii furnizarii produsului sau serviciului dorit.

II. CE CATEGORII DE DATE PRELUCRAM?

Dupa caz, Banca prelucreaza urmatoarele categorii de date ale Persoanelor Vizate:

- **date de identificare**, cum ar fi numele, prenumele, CNP, seria si numarul cartii de identitate/ altui document cu functie de identificare (e.g. pasaport, permis de sedere, certificat de inregistrare, carte de rezidenta etc.), precum si alte informatii continute de

Also, we may obtain and process personal data of the Data Subjects from **other sources**, such as:

- **public institutions and authorities** (e.g. ANAF, MFP, ONRC, FNGCIMM, BNR - Central Credit Register (CRC) or Payment Incidents Register (CIP), other guarantee funds, management authorities etc.). For instance, we may interrogate the databases of the public authorities/ institutions in order to obtain certain information, such as: fiscal status of the Data Subjects; should the Data Subject is part of groups of individual persons and/ or legal persons representing a group of Clients
- **electronic registers and databases** (e.g. portal of the Courts of law, Credit Register, entities authorised to administer databases with persons accused of terrorism financing and those publicly exposed, National Register for Publicity in Movable Property, ANCP, BPI, OCPI, Official Gazette etc.)
- **business partners**, especially the Bank's services providers. For instance, we may find out new contact details of the Data Subjects (e.g. address, phone number) from the agencies providing claims recovery services to Us, data that the latter ones obtain from their own sources
- **online platforms** (social media and internet) accessible to public
- **entities involved in payment transactions** (e.g. international card organizations such as Visa and MasterCard, economic operators accepting card payments, banks and other payment institutions involved in payment schemes). For example, when conducting card transactions, we may receive certain data needed to make payments (e.g., card data, transaction amounts) from merchants who accepted the card payment. Also, in other types of transactions (such as credit transfer, direct debit, debit instruments - check, bill of exchange, promissory note), we may receive your data from a bank/ third-party institution where it was initiated the transaction via interbank payments and communication schemes/ systems (such as SEPA, Regis, SENT or SWIFT)
- **entities within BRD Group and SG Group**
- **other credit institutions**
- **insurance companies**
- **companies managing pension and investment funds**
- **Central Securities Depository** as company keeping the register of the Bank's shares
- **Other entities**

The Data Subjects' refusal to provide Us certain personal data may cause, under certain circumstances, the impossibility for the Client to have a relationship with the Bank or to contract/ continue to provide the intended product or service.

II. WHICH CATEGORIES OF DATA DO WE PROCESS?

As appropriate, the Bank processes the following categories of data of the Data Subjects:

- **identification data**, such as name, first name, PIN, series and number of the identity card/ another document used for identification purposes (e.g. passport, residence permit, certificate of registration, residence card etc.), as

acestea (e.g. data si locul nasterii, cetatenia etc.), semnatura

- **date de contact**, cum ar fi: adresa de domiciliu, adresa de corespondenta (de afaceri), adresa/ adresele de e-mail, numarul/ numerele de telefon.
- **date privind activitatea profesionala**, cum ar fi: informatii privind calificarea profesionala, e.g. informatii referitoare la ocupatia, numele angajatorului, pozitia detinuta etc.
- **informatii ce servesc cunoasterii Clientelei**, e.g. functia publica detinuta, expunerea publica, relatii speciale cu Grupul BRD etc.
- **date financiare**, cum ar fi: informatii privind starea economico-financiara, e.g. venituri, solvabilitate, istoricul de credit, informatii privind contractele avand acelasi obiect, incheiate anterior cu Banca
- **date despre tranzactii**, cum ar fi: informatii tranzactionale (cum ar fi istoricul tranzactional, depozite, Conturi de economii etc.)
- **informatii referitoare la activitati frauduloase sau, dupa caz, potential frauduloase atat in cazul comerciantilor acceptanti cat si a celorlalti Clienti**, e.g. acuzatii si condamnari pentru (tentative de frauda, savarsirea de contraventii sau infractiuni (e.g. pentru fapte de spalare a banilor si/ sau finantarea actelor de terorism))
- **date privind garantia**, e.g. informatii privind proprietarii initiali ai imobilului adus ca garantie.
- **date referitoare la locatia efectuarii anumitor tranzactii** (de ex. in cazul efectuarii de operatiuni la bancomatele sau POS-urile Bancii)
- **inregistrari video** in cazul in care Persoana Vizata viziteaza una din locatiile Bancii/ efectueaza tranzactii la ATM-urile Bancii
- **inregistrari audio** in cazul in care Persoana Vizata emite in numele Clientului ordine de tranzactionare care se afla sub incidenta prevederilor MIFID/MIFIR sau depune plangeri/sesizari prin telefon
- **orice alte date necesare sau utile** desfasurarii activitatii Bancii, in conditiile legii.

III. DE CE PRELUCRAM DATE CU CARACTER PERSONAL?

A. INTRAREA IN RELATIE CU BANCA. FURNIZAREA DE PRODUSE SI SERVICII FINANCIAR- BANCARE. MANAGEMENTUL PRODUSELOR SI SERVICIILOR

Prelucram date cu caracter personal ale Persoanelor Vizate pentru a verifica eligibilitatea Clientului/ viitorului Client pentru a intra in relatie cu Banca si pentru a contracta produsul/ serviciul bancar dorit.

Atunci cand dam curs unei solicitari de contractare a unui serviciu/ produs bancar pentru un Client, trebuie sa efectuam o serie de verificari (daca Persoana Vizata actioneaza ca Reprezentant Legal al Clientului sau daca este intr-o relatie de afiliere cu respectivul Client) pentru a ne asigura ca sunt intrunite cerintele de ordin prudential pentru intrarea in relatii contractuale cu Clientul.

In contextul incheierii si executarii contractului cu Clientul, efectuam diverse verificari pentru prevenirea

well as other information therein (e.g. date and place of birth, citizenship etc.), signature.

- **contact details**, such as: address of domicile, address of correspondence (business address), e-mailing address, phone number/ s.
- **activity professional data**, such as: information about professional qualification, e.g. information about the profession, the employer's name, the position occupied etc.
- **"know your Clients" information**, e.g. public position held, publicly exposure, special relationships with BRD Group etc.
- **financial data**, such as: information about the economic and financial status, e.g. income, solvency, credit history, equity in commercial/non-profit companies, information about contracts with the same subject matter, entered into with the Bank
- **transaction data such as:** transactional information (such as history of transactions, deposits, saving accounts etc.)
- **information about fraudulent or, as the case may be, potentially fraudulent activities** both as regards the accepting merchants and of the other Clients, e.g. incriminations and convictions for (attempted) fraud, perpetration of administrative or criminal offences (e.g. for actions of money laundering and/ or terrorism financing)
- **data related to the guarantee**, e.g. information about the initial owners of the immovable asset established as guarantee.
- **data regarding the location where certain transactions take place** (e.g. for operations performed at the Bank's **Automatic Machines** or POSs)
- **video recordings when the Data Subject visits one of the Bank's locations**
- **audio recordings** if the data subject issues on behalf of the Client trading orders that are subject to the provisions of MiFID/MIFIR or submits complaints/ complaints by telephone
- **any other data necessary or expedient** for carrying-out the Bank's activity, according to law.

III. WHY DO WE PROCESS PERSONAL DATA?

A. ENTERING INTO A RELATIONSHIP WITH THE BANK. PROVIDING FINANCIAL AND BANKING PRODUCTS AND SERVICES. PRODUCTS AND SERVICES MANAGEMENT

We process the Data Subjects' personal data in order to check the Client's/ future Client's eligibility to enter into a relationship with the Bank and to contract the intended banking product/ service.

When responding to a request for contracting a banking product/ service for a Client, we have to verify certain aspects (whether the Data Subject acts as legal representative of the Client or whether this one is an affiliate of that Client) in order to make sure that the prudential requirements for entering into contractual relationships with the Client are met.

For the purpose of entering into and performing the contract with the Client, we verify certain aspects in order

si combaterea fraudelor si/ sau garantarea secretului bancar.

De asemenea prelucram date ale Persoanelor Vizate in vederea conformarii cu obligatiile legale privind identificarea persoanelor acuzate de infractiuni care pot afecta securitatea si integritatea sistemului financiar, identificarea persoanelor acuzate de fapte de terorism sau de spalare a banilor, etc. Consecintele unor astfel de verificari pot consta in refuzarea furnizarii produselor si serviciilor bancare pentru Client, in cazul in care o Persoana Vizata se regaseste intr-o astfel de situatie.

Putem contacta Persoanele Vizate prin diverse canale (e.g. telefon, e-mail, SMS) pentru a va comunica diverse aspecte legate de situatia contractului sau produsul/ serviciul bancar contractat de Client.

Totodata, prelucram date cu caracter personal in scopul arhivarii atat in format fizic cat si in format electronic a documentelor cu privire la Client si Banca, in scopul realizarii unui serviciu de registratura cu privire la documentele/ plicurile care sunt adresate Bancii in cursul desfasurarii relatiei cu Clientul, precum si in scopul desfasurarii unor activitati de curierat cu privire la documente/ plicuri care contin date cu caracter personal.

Putem prelucra date ale Persoanelor Vizate in vederea executarii contractului incheiat cu Clientul pentru activitatile de registratura/ curierat cu privire la documentele/ plicurile care sunt adresate Bancii in cursul desfasurarii relatiei cu Clientul.

Temei:

Conformarea cu obligatiile legale ce revin BRD precum si interesul legitim al BRD:

a) de a da curs solicitarilor de contractare a produselor/ serviciilor bancare din partea persoanelor juridice si de a verifica eligibilitatea Clientilor sai din perspectiva reglementarilor legale si a cerintelor de ordin prudential pentru intrarea in relatii contractuale cu viitorul Client, politicilor interne si a standardelor impuse la nivelul Grupului BRD

b) constand in necesitatea prelucrarii datelor Persoanelor Vizate pentru incheierea si executarea de o maniera optima si eficienta a contractelor cu Clientii persoane juridice care sunt in relatii/ raporturi juridice cu persoanele vizate.

B. GESTIUNE ECONOMICO-FINANCIARA SI ADMINISTRATIVA. ANALIZE SI INVESTIGATII PENTRU UZ INTERN

Utilizam datele cu caracter personal ale Persoanelor Vizate pentru a organiza in mod optim si pentru a eficientiza activitatea Noastra. In acest sens, putem utiliza datele cu caracter personal ale Persoanelor Vizate, printre altele:

- pentru organizarea unor baze de date interne, ca suport pentru activitatea desfasurata de structurile si departamentele din cadrul Bancii
- pentru a imbunatati si optimiza activitatea retelei BRD, precum si procesele, produsele si serviciile Noastre;
- pentru a organiza, efectua si/ sau gestiona in mod eficient activitatea de colectare debite si recuperare create ;

to prevent and combat frauds and/or to guarantee banking secret.

We are also processing the Data Subjects' data in order to comply with the legal obligations related to the identification of persons accused of criminal offences that may affect the security and integrity of the financial system, the identification of persons accused of terrorism or money laundering actions, etc. The consequences of such verifications may consist in declining the provision of the banking products or services to the Client, in the event that a Data Subject is in such situation.

We may contact the Data Subjects using various channels (e.g. telephone, e-mail, SMS) in order to communicate different aspects related to the status of the contract or the banking product/ service contracted by the Client. At the same time, we process personal data for both physically and electronically filing the documents with regard to the Client and the Bank, in order to perform a record service with regard to the documents/ envelopes sent to the Bank during the relationship with the Client, as well as to carry-out some courier activities with regard to the documents/ envelopes containing personal data.

We may process data of the Data Subjects in order to perform the contract entered into with the Client for the record/ courier services with regard to the documents/ envelopes care sent to the Bank during the relationship with the Client.

Grounds:

Compliance with the legal obligations at BRD's charge as well as BRD's legitimate interest:

a) to respond to the requests to contract banking products/ services received from legal entities and to verify its Clients' eligibility from the perspective of legal regulations and of the prudential requirements for entering into contractual relationships with the future Client, of internal policies and of standards imposed within BRD Group;

b) consisting in the need to process the data of the Data Subjects for entering into and performing in an optimal and efficient manner the contracts with the Clients which are legal entities in relationships/ legal relations with the data subjects.

B. ECONOMIC, FINANCIAL AND ADMINISTRATIVE MANAGEMENT. INTERNAL USE ANALYSES AND INQUIRIES

We use the personal data of the Data Subjects for the purpose of organising in an optimal manner and of making more efficient Our activity. To this effect, we may use the personal data of the Data Subjects, inter alia:

- to organise some internal databases as support for the activity carried-out by the Bank's structures and divisions;
- to improve and optimise the activity of BRD network, as well as Our processes, products and services;
- to efficiently organise, carry-out and/or manage the debt collection and claims recovery activity;

- pentru a efectua diverse analize financiare, in format agregat, cu privire la randamentul retelei BRD si al personalului acesteia (inclusiv al fortei de vanzari a Bancii);
- pentru a intocmi diverse rapoarte, in format agregat, privind **(a)** activitatea si performanta BRD pe pietele financiar-bancare, precum si **(b)** expunerea sa fata de alte institutii financiare;
- pentru investigarea eventualelor fraude/ suspiciuni de fraudă in operatiunile bancare;
- pentru a Ne sustine pozitia in diverse investigatii, proceduri administrative si judiciare, litigii etc. in care este implicata Banca;
- in contextul diverselor analize, proceduri de audit intern si/ sau investigatii derulate de Banca, din proprie initiativa sau ca urmare a primirii unei sesizari de la o terta entitate (inclusiv autoritati publice);
- gestionarea controalelor/ investigatiilor declansate de autoritatile publice.

Temei:

Interesul legitim al BRD de a-si eficientiza si optimiza activitatea.

C. SERVICII-SUPPORT SI GESTIONAREA PLANGERILOR

Prelucram datele cu caracter personal ale Persoanelor Vizate in vederea solutionarii cererilor acestora sau ale altor persoane, precum si pentru a va/ le furniza informatii suplimentare cu privire la produsele si serviciile Noastre adresate Persoanelor Juridice.

Inregistram audio convorbirile cu Persoana Vizata pentru imbunatatirea calitatii serviciilor Noastre, precum si pentru a proba **(a)** solicitarile/ reclamatii Clientului cu privire la un anumit produs/ serviciu bancar, precum si, eventual, raspunsul Nostru, respectiv **(b)** acordul/ optiunea/ preferintele Clientului pentru un anumit produs sau serviciu al Bancii. Daca Persoana Vizata nu doreste inregistrarea convorbirii conform celor de mai sus, ne poate contacta, in numele Clientului, pe alte canale disponibile, cum ar fi prin e-mail sau scriindu-ne la adresa Noastra de contact. In acest ultim caz, solutionarea efectiva a cererii/ reclamatiei Clientului nu va fi afectata in vreun fel, inasa este posibil ca termenul de solutionare sa fie mai lung.

Temei:

Conformarea cu obligatiile legale ce revin BRD si Interesele legitime ale BRD (i) de a evita suportarea oricaror consecinte negative, si **(ii)** de a isi desfasura activitatea conform standardelor interne si celor stabilite la nivel de grup.

Consimtamantul persoanei vizate pentru inregistrare, precum si interesul legitim al BRD de a pastra inregistrarea.

D. COMUNICARI COMERCIALE ADRESATE PERSOANELOR JURIDICE

Ne dorim sa tinem la curent Clientul cu noutatile privind produsele si serviciile Bancii si/ sau ale altor societati din grupul BRD sau din grupul Societe Generale prezente in Romania precum si cu privire la produsele/ serviciile partenerilor nostri.

- to conduct various financial analyses, in an aggregated format, with regard to the yield of BRD network and its personnel (including the Bank's sales force);

- to draft various reports, in an aggregated format, concerning **(a)** BRD activity and performance on financial and banking markets, as well as **(b)** its exposure towards other financial institutions;

- to investigate potential frauds/ suspected frauds in the banking operations;

- to support Our position in various inquiries, administrative and legal proceedings, litigations, etc. in which the Bank is involved;

- as regards different analyses, internal audit procedures and/or inquiries conducted by the Bank, on its own initiative or as a result of a notice received from a third party entity (including public authorities);

- to manage the inspections/ inquiries initiated by public authorities.

Grounds:

BRD's legitimate interest in making its activity more efficient and optimising it.

C. SUPPORT SERVICES AND COMPLAINTS MANAGEMENT

We are processing the personal data of the Data Subjects in order to solve their requests or those of other persons, as well as in order to provide you/ them additional information with regard to Our products and services intended for Legal Entities.

We are making audio recordings of the conversations with the Data Subject in order to improve Our services' quality, as well as in order to prove (a) the Client's requests/ complaints with regard to a certain banking product/ service, as well as, possibly, Our answer, respectively (b) the Client's consent/ option/ preferences for a certain product or service of the Bank. In case the Data Subject does not wish to have the conversation recorded as above mentioned, this one may contact us, on behalf of the Client, using the available channels, such as by e-mail or by writing us at Our contact address. In this latter case, the actual solution of the Client's request/ complaint will not be affected in any way, but it is possible to have a longer term for solving the same.

Grounds:

Compliance with the legal obligations at BRD's charge and BRD's legitimate interests (i) to avoid sustaining any adverse consequences, and **(ii)** to carry-out the activity according to the internal standards and to those established within the group.

The consent of the data subject for having the conversation recorded, as well as BRD's legitimate interest to keep the recording.

D. COMMERCIAL COMMUNICATIONS SENT TO LEGAL PERSONS

Our intention is to keep the Client informed about the news related to the products and services of the Bank and/ or of other companies within BRD group or within Société Générale group that are present in Romania as well as about the products/ services of our partners.

Putem utiliza datele de contact ale Persoanelor Vizate (Reprezentanti Legali si / sau persoane de contact indicate de catre Client) pentru a putea transmite comunicari comerciale destinate Clientului.

In vederea furnizarii de produse si servicii bancare cat mai relevante, Banca analizeaza datele si informatiile cu privire la Client care pot include si date ale Persoanelor Vizate. Aceste analize nu determina luarea unor decizii exclusiv automate.

Persoanele Vizate se pot opune oricand prelucrarii datelor de contact ale acestora pentru transmiterea comunicariilor comerciale adresate Clientului, fara insa a afecta dreptul Bancii/ partenerilor Bancii de a transmite Clientului comunicariile comerciale prin alte canale de comunicare/ utilizand alte date de contact, daca Clientul nu si-a retras acordul privind primirea de comunicari comerciale prin mijloace de comunicare la distanta.

Temei:

Interesul legitim al BRD si al Clientului de a primi comunicari comerciale privind produsele si serviciile Bancii, ale altor societati din grupul BRD si ale partenerilor Nostri (cum ar fi societati de asigurare, fonduri de pensii, societati de leasing).

Consimtamantul persoanei vizate.

Datele de contact ale Persoanelor Vizate sunt prelucrate pentru acest scop intrucat sunt reprezentanti sau, dupa caz, persoane de contact in relatia cu Clientul.

E. CONFORMAREA CU CERINTELE LEGALE SI NORMELE INTERNE

Prelucram date cu caracter personal ale Persoanelor Vizate si pentru a Ne conforma obligatiilor legale aplicabile institutiilor de credit. Spre pilda, in baza obligatiilor legale de care suntem tinuti, efectuam diverse raportari catre institutiile si autoritatile publice relevante, cum ar fi: **(i)** raportarile privind persoanele FATCA si CRS catre ANAF, **(ii)** raportarea tranzactiilor suspecte catre Oficiul National de Prevenire si Combatere a Spalarii Banilor (ONPCSB), **(iii)** raportarea incidentelor de plati catre Centrala Incidentelor de Plati (CIP) din cadrul BNR. De asemenea, monitorizam tranzactiile Clientilor Nostri pentru a identifica tranzactiile neobisnuite si a preveni fraudele.

Pe langa obligatiile legale, suntem tinuti sa respectam si o serie de cerinte interne/ stabilite la nivelul Grupului Société Générale privind efectuarea de raportari si audit intern/ extern care, in anumite situatii, pot implica/ avea ca sursa prelucrari de date cu caracter personal.

Temei:

Conformarea cu obligatiile legale specifice in materie, precum si **interesul legitim al BRD si al Grupului Société Générale** ca Banca sa isi desfasoare activitatea conform standardelor interne si celor stabilite la nivel de Grup.

F. PLATA DIVIDENDELOR CATRE ACTIONARIII BRD

Temei: obligatie legala

We may use the contact details of the Data Subjects (Legal Representatives and/ or contact persons indicated by the Client) in order to send commercial communications to the Client.

In order to provide banking products and services as pertinent as possible, the Bank analyses the data and information about the Client which may include also data of the Data Subjects. Such analyses do not lead to exclusively automated decision-making.

Data Subjects may object to the processing of their contact details for the transmission of commercial communications sent to the Client, without affecting however the right of the Bank/ of the Bank's partners to send commercial communications to the Client using other communication channels/ other contact details, unless the Client has not withdrawn their consent regarding the reception of commercial communications using remote communication means.

Grounds:

The legitimate interest of BRD and of the Client to receive commercial communications about the products and services of the Bank, of other companies within BRD group and of Our partners (such as insurance companies, pension funds, lease companies).

Consent of the data subject

The contact details of the Data Subjects are processed to this purpose because they are representatives or, as the case may be, contact persons in relation with the Client.

E. COMPLIANCE WITH LEGAL REQUIREMENTS AND INTERNAL RULES

We are processing the personal data of the Data Subjects also in order to comply with the legal obligations applicable to credit institutions. For instance, based on the legal obligations that we are bound by, we transmit various reports to pertinent public institutions and authorities, such as: **(i)** reports about FATCA and CRS persons to ANAF, **(ii)** reports about suspected transactions to National Office for Prevention and Control of Money Laundering Office (ONPCSB), **(iii)** reports about payment incidents to Payment Incidents Register (CIP) within NBP. Also, we monitor the transactions of Our Clients in order to identify unusual transactions and to prevent frauds.

Besides the legal obligations, we are bound to observe also some internal requirements / as established within Société Générale Group in relation to drafting the reports and to conducting internal/ external audit which, under certain circumstances, may involve/ have as source personal data processing.

Grounds:

Compliance with the legal obligations specific in this field, as well as **the legitimate interest of BRD and of Société Générale Group** so that the Bank carries-out its activity according to the internal standards and to the standards established within the Group.

F. PAYMENT OF DIVIDENDS TO BRD STOCKHOLDERS

Grounds: legal obligation

IV. CUI DEZVALUIM DATELE CU CARACTER PERSONAL?

Putem dezvalui datele cu caracter personal ale Persoanelor Vizate, dupa caz, catre:

- a) Clientii nostri cu care au legatura Persoanele Vizate.
- b) Furnizorii Nostri de **servicii principale**, cum ar fi:
 - servicii de procesare plati interbancare si transmitere a informatiilor privind operatiunile interbancare (e.g. SWIFT - Society for Worldwide Interbank Financial Telecommunication, Transfond S.A. pentru sistemele de plata nationale)
 - serviciile oferite de organizatiile internationale de carduri (e.g. MasterCard, Visa etc.)
 - serviciile oferite de furnizori de servicii de procesare a platilor
 - servicii de emitere si personalizare a cardurilor bancare
 - servicii de evaluare a bunurilor si a altor active
 - servicii de furnizare terminale pentru transfer electronic de fonduri la punctul de vanzare (Electronic Funds Transfer at Point of Sale - POS)
 - servicii de recuperare a creantelor si/ sau de colectare a debitelor
 - societati de asigurari
 - Custode de titluri
 - Experti contabili
 - serviciile agentilor/ brokerilor de investitii pe pietele de capital sau alte intermediari financiare
- c) Furnizori de **servicii de marketing**, cum ar fi:
 - Agentii de marketing
 - Agentii de cercetare si studii de piata
 - Agentii de transmitere a comunicariilor de marketing (e.g. e-mailing oferte comerciale).
- d) Furnizorii Nostri de **servicii-suport si/ sau auxiliare**, cum ar fi:
 - servicii de comunicatii electronice (e.g. e-mailing, SMS etc.)
 - agentii imobiliare
 - executori judecatoresti
 - servicii IT (e.g. mentenanta, suport, dezvoltare)
 - servicii de audit
 - servicii de arhivare in format fizic si/ sau electronic
 - servicii postale si de curierat
 - servicii de transport valori
 - servicii juridice, notariale sau alte servicii de consultanta
 - servicii de training pentru personal.
- e) **Instituti si autoritati publice** din Romania sau din strainatate, cum ar fi:
 - Banca Nationala a Romaniei (BNR)
 - Autoritatea de Supraveghere Financiara (ASF)
 - Oficiul National de Prevenire si Combatere a Spalarii Banilor (ONPCSB)
 - Agentia Nationala de Administrare Fiscala (ANAF)
 - Consiliul Concurentei
 - Instantele judecatoresti si alte organe judiciare (cum ar fi: organele de politie, Parchetele de pe langa instantele judecatoresti, Directia Nationala Anticoruptie - DNA etc.)
 - OCPI
 - Exim Bank
 - Autoritati de management
 - FGDB, FNGCIMM, FGCR, FEI
 - Registrul National de Publicitate Mobiliara (RNPM)
 - Autoritatea Nationala de Supraveghere a Prelucrarii Datelor cu Caracter Personal (ANSDPCCP)
 - Bursa de Valori Bucuresti S.A. (BVB).

IV. TO WHOM ARE WE DISCLOSING PERSONAL DATA?

We may disclose the personal data of the Data Subjects, as the case may be, to:

- a) Our Clients which are related to the Data Subjects.
- b) Our Providers of **main services**, such as:
 - services for interbank payments processing and sending information about interbank operations (e.g. SWIFT - Society for Worldwide Interbank Financial Telecommunication, Transfond S.A. for the national payment systems)
 - services offered by international card organisations (e.g. MasterCard, Visa etc.)
 - services offered by providers of payment processing services
 - services for issuing and individualising bank cards
 - services for assessing the assets and other properties
 - services for providing terminals used to transfer funds electronically at the point of sale (Electronic Funds Transfer at Point of Sale - POS)
 - services for recovering claims and/or collecting debts
 - insurance companies
 - Custodian of securities
 - Chartered accountants
 - services of investment agents/ brokers on capital markets or other financial intermediations.
- c) Providers of **marketing services**, such as:
 - Marketing agencies
 - Agencies for market research and surveys
 - Agencies for sending marketing communications (e.g. e-mailing commercial offers).
- d) Our Providers of **support and/or ancillary services**, such as:
 - electronic communications services (e.g. e-mailing, SMS etc.)
 - real estate agencies
 - bailiffs
 - IT services (e.g. maintenance, support, development)
 - audit services
 - services for archiving in physical and/ or electronic format
 - post and courier services
 - services for transporting valuables
 - legal and notary services or other advice services
 - services for the personnel's training.
- e) **Public institutions and authorities** in Romania or abroad, such as:
 - National Bank of Romania (BNR)
 - Financial Supervisory Authority (ASF)
 - National Office for Prevention and Control of Money Laundering Office (ONPCSB)
 - National Tax Administration Agency (ANAF)
 - Competition Council
 - Courts of law and other judicial entities (such as the police, the Prosecutors' offices attached to the Courts of law, National Anticorruption Directorate - DNA etc.)
 - OCPI
 - Exim Bank
 - Management authorities
 - FGDB, FNGCIMM, FGCR, FEI
 - National Property Register (NPR)
 - National Supervisory Authority for Personal Data Protection (ANSDPCCP)
 - Bucharest Stock Exchange (BVB).

f) **Alti parteneri ai Bancii**, cum ar fi Biroul de Credit, Depozitarul Central, depozitari centrali internationali, custozi globali/ locali, emitenti de instrumente financiare, societati de administrare de fonduri de pensii si de investitii, alte institutii financiar-bancare (spre exemplu, bancile corespondente, bancile sau institutiile financiare participante in creditele sindicalizate si celelalte entitati financiar-bancare participante la schemele/ sistemele de plata si comunicatii interbancare cum ar fi SWIFT, SEPA, ReGIS, institutii financiar-bancare carora le confirmam sau le solicitam confirmarea semnaturilor si/ sau a anumitor informatii ce se pot regasi in cadrul scrisorilor de bonitate, scrisorilor de garantie bancara, altor adrese emise de Clientii Bancii in favoarea partenerilor acestora de afaceri, alte entitati (cum ar fi banci sau institutii financiar-bancare) in contextul operatiunilor de cesiune sau de restructurare a portofoliilor de creante si/ sau alte drepturi ale Bancii nascute in baza raporturilor juridice cu Clientul etc.), brokeri de asigurare/ evaluatori de dauna, consultanti externi care presteaza pentru Noi sau, dupa caz, pentru care Noi prestam diverse servicii.

g) Entitati din **Grupul Société Générale si Grupul BRD**, in conditiile legii. Pentru a vedea structura completa a Grupului, accesati: <https://www.brd.ro/despre-brd/noutati-si-presa/ultimele-noutati#>.

V. TRANSFERUL DATELOR IN STRAINATATE

In vederea realizarii scopurilor mentionate mai sus, transferam date cu caracter personal doar in state apartinand Spatiului Economic European (SEE) sau statelor carora li s-a recunoscut un nivel adecvat printr-o decizie a Comisiei Uniunii Europene. Nu transferam datele dvs catre state din afara SEE.

Putem transfera totusi datele cu caracter personal si in alte state decat cele de mai sus, daca:

a) Transferul se realizeaza **in baza unor garantii adecvate** (cum ar fi, prin utilizarea de Clauze Contractuale Standard adoptate de autoritatea competenta, prin utilizarea altor clauze - sub conditia aprobarii acestora de catre autoritatea competenta, sau a Regulilor Corporatiste Obligatorii aplicabile la nivelul BRD)

b) Transferul este **necesar pentru executarea contractului** incheiat cu Clientul, de exemplu in cazul in care Persoana Vizata solicita in numele Clientului sa se efectueze un transfer de bani intr-un cont al unei banci situate intr-un stat tert si astfel trebuie sa dezvaluim datele Dvs. cu caracter personal pentru a executa operatiunea bancara solicitata.

Nota: Pentru a putea efectua un transfer de fonduri in strainatate, bancile (inclusiv Banca) utilizeaza serviciile de decontare oferite de SWIFT. SWIFT stocheaza temporar datele privind tranzactiile operate prin platforma SWIFT pe servere situate in UE, dar si in Statele Unite. Conform legislatiei aplicabile SWIFT, aceasta poate fi obligata sa dezvaluie autoritatilor americane datele stocate pe serverele din SUA pentru activitati de prevenire a spalarii banilor si luptei impotriva finantarii terorismului.

a) Alte cazuri permise de lege.

f) **Other partners of the Bank**, such as Credit Register, Central Securities Depository, international securities depositories, global/ local custodians, financial instruments issuers, companies managing pension and investment funds, other financial and banking institutions (for instance, corresponding banks, banks of financial institutions involved in syndicated loans and the other financial and banking entities involved in payment plans/ systems and interbank communications such as SWIFT, SEPA, ReGIS, financial and banking institutions to which we confirm or which we request to confirm the signatures and/ or certain information that may be found in the credit worthiness letters, letters of bank guarantee, other letters sent by the Bank's Clients in favour of their business partners, other entities (such as banks or financial and banking institutions) in relation to the operations for assigning or restructuring the portfolio of claims and/ or other rights of the Bank resulted from the legal relationships with the Client etc.), insurance brokers/ damage assessors, external consultants which provide for Us or, as the case may be, for which We provide various services.

g) Entitati within **Société Générale Group and BRD Group**, according to law. To see the full structure of the Group, please access: <https://www.brd.ro/despre-brd/noutati-si-presa/ultimelenoutati#>.

V. TRANSFER OF DATA ABROAD

In order to achieve the above mentioned goals, we transfer personal data only to the States within the European Economic Area (EEA) or to the States that were acknowledged to offer an adequate level by a decision of the European Commission. We do not transfer your data to countries outside the EEA.

However, we may also transfer personal data to other States than those mentioned above, should:

a) The transfer takes place **based on appropriate safeguards** (such as, by using Standard Contractual Clauses adopted by the relevant authority, by using other clauses - provided that these ones are approved by the relevant authority, or the Binding Legal Rules applied within BRD)

b) The transfer is **necessary for the performance of the contract** entered into with the Client, for instance in the event that the Data Subject requests, on behalf of the Client, the transfer of money into an account of a bank located in a third country and thus we have to disclose your personal data in order to perform the requested banking operation.

Note: In order to perform a transfer of funds abroad, the banks (including the Bank) are using the SWIFT services for disbursement. SWIFT is temporarily saving the data about the transactions operated through SWIFT platform on the servers located within EU, and not in the United States. According to the laws applicable to SWIFT, this one may be compelled to disclose to American authorities the data they saved on the servers located in SUA for activities related to money laundering prevention and to combat terrorism financing.

a) Other cases allowed by law.

VI. CAT PASTRAM DATELE PERSOANELOR VIZATE?

Pastram datele cu caracter personal ale Persoanelor Vizate cat este necesar pentru indeplinirea scopurilor pentru care au fost colectate, cu respectarea prevederilor legale aplicabile in materie, precum si a procedurilor interne privind retentia datelor (inclusiv a regulilor de arhivare aplicabile la nivelul BRD). Dupa implinirea termenelor legale de pastrare Banca va aplica anonimizarea datelor lipsindu-le astfel de caracterul personal.

VII. CARE SUNT DREPTURILE PERSOANEI VIZATE?

Conform legii, Persoanele Vizate beneficiaza de urmatoarele drepturi legate de prelucrarea datelor cu caracter personal:

- a) **Dreptul de acces:** Persoanele Vizate pot obtine de la BRD confirmarea ca le prelucram datele cu caracter personal, precum si informatii privind specificul prelucrarii cum ar fi: scopul, categoriile de date cu caracter personal prelucrate, destinatarii datelor, perioada pentru care datele sunt pastrate, existenta dreptului de rectificare, stergere sau restrictionare a prelucrarii. Acest drept permite Persoanelor Vizate sa obtina gratuit o copie a datelor cu caracter personal prelucrate, precum si contra-cost orice copii suplimentare
- b) **Dreptul la rectificarea datelor:** Persoanele Vizate pot sa ne solicite sa modificam datele incorecte privind Persoanele Vizate ori, dupa caz, sa completam datele care sunt incomplete
- c) **Dreptul la stergere („dreptul de a fi uitat”):** Persoanele Vizate pot solicita stergerea datelor lor cu caracter personal atunci cand: **(i)** acestea nu mai sunt necesare pentru scopurile pentru care le-am colectat si le prelucram; **(ii)** a fost retras consimtamantul pentru prelucrarea datelor cu caracter personal si noi nu le mai putem prelucra pe alte temeiuri legale; **(iii)** datele cu caracter personal sunt prelucrate contrar legii; respectiv **(iv)** datele cu caracter personal trebuie sterse conform legislatiei relevante
- d) **Dreptul de a-si retrage consimtamantul:** Persoanele Vizate pot sa isi retraga oricand consimtamantul cu privire la prelucrarea datelor cu caracter personal prelucrate pe baza de consimtamant
- e) **Dreptul de opozitie:** Persoanele Vizate se pot opune oricand prelucrarilor pentru scop de marketing, precum si prelucrarilor bazate pe interesul legitim al BRD, din motive care tin de situatia lor specifica
- f) **Dreptul de a nu fi supus unei decizii individuale:** Persoanele Vizate au dreptul de a solicita anularea sau evaluarea oricarei decizii bazate exclusiv pe prelucrari efectuate prin mijloace automate, inclusiv creare de profiluri, care produce efecte juridice in privinta persoanelor vizate sau afecteaza in mod similar intr-o masura semnificativa.
- g) **Restrictionare:** Persoanele Vizate pot solicita restrictionarea prelucrarii datelor lor cu caracter personal daca: **(i)** contesta corectitudinea datelor cu caracter personal, pentru o perioada care ne permite sa verificam exactitatea datelor in cauza; **(ii)** prelucrarea este ilegala, iar Persoana Vizata se opune stingerii datelor cu caracter personal, solicitand in schimb restrictionarea utilizarii lor; **(iii)** datele nu ne mai sunt necesare prelucrarii, dar Persoana Vizata ni le solicita pentru o actiune in instanta; respectiv **(iv)** in

VI. HOW LONG DO WE KEEP THE DATA SUBJECTS' DATA?

We keep the personal data of the Data Subjects as long as necessary for accomplishing the objectives for which the same was collected, in compliance with the legal provisions applicable in this field, as well as the internal procedures regarding data retention (including the archiving rules applicable within BRD). Once the legal retention deadlines have been completed, the Bank will apply anonymisation of the data thus depriving them of their personal character.

VII. WHICH ARE THE RIGHTS OF THE DATA SUBJECT?

According to law, Data Subjects have the following rights related to personal data processing:

- a) **Right of access:** Data Subjects may obtain from BRD the confirmation that we are processing their personal data, as well as information about the specific nature of the processing such as: purpose, categories of personal data undergoing processing, recipients of data, period for which the data are stored, existence of the right to rectify, erase or restrict the processing. Such right allows the Data Subjects to obtain freely a copy of the personal data undergoing processing, as well as any additional copies against charge
- b) **Right to request the rectification of data:** Data Subjects may request us to modify the inaccurate data of the Data Subjects or, as the case may be, to complete the data that are incomplete
- c) **Right to erasure (“right to be forgotten”):** Data Subjects may request the erasure of their personal data when: **(i)** the personal data are no longer necessary in relation to the purposes for which we have collected, and we are processing the same; **(ii)** the consent for the processing of personal data was withdrawn and we are no longer able to process the same on other legal grounds; **(iii)** the personal data are processed unlawfully; respectively **(iv)** the personal data have to be erased for compliance with the pertinent legislation
- d) **The right to withdraw consent:** Data Subjects may withdraw at any time their consent for the processing of personal data which are processed based on consent
- e) **Right to object:** Data Subjects may object at any time to processing for marketing purpose, as well as to processing based on BRD's legitimate interest, on grounds related to their particular situation
- f) **The right not to be subject to an individual decision:** Data subjects have the right to request the cancellation or evaluation of any decision based exclusively on processing performed by automatic means, including profiling, which produces legal effects on data subjects or affects similarly to a significant extent.
- g) **Restriction:** Data Subjects may request the restriction of processing their personal data where: **(i)** they contest the accuracy of the personal data, for a period enabling us to verify the accuracy of those personal data; **(ii)** the processing is unlawful, and the Data Subject opposes the erasure of the personal data, requesting the restriction of their use instead; **(iii)** the data are no longer needed for processing, and the Data Subject requests them from us for the exercise of legal claims; respectively **(iv)** in the event that the Data Subject has objected to processing,

cazul in care Persoana Vizata s-a opus prelucrării, pentru intervalul de timp in care se verifica daca drepturile legitime ale BRD ca operator prevaleaza asupra drepturilor Persoanei Vizate.

h) **Dreptul la portabilitate:** Persoanele Vizate pot solicita, in conditiile legii, sa le furnizam datele cu caracter personal intr-o forma structurata, utilizata frecvent si care poate fi citita in mod automatizat. Daca Persoanele Vizate ne solicita acest lucru, putem sa transmitem respectivele date unei alte entitati, daca este posibil din punct de vedere tehnic.

i) **Dreptul de a depune o plangere la Autoritatea Nationala de Supraveghere a Prelucrării Datelor cu Caracter Personal:** Persoanele Vizate au dreptul de a depune o plangere la Autoritatea Nationala de Supraveghere a Prelucrării Datelor cu Caracter Personal in cazul in care considera ca i-au fost incalcate drepturile:

Autoritatea Nationala pentru Supravegherea Prelucrării Datelor cu Caracter Personal

B-dul G-ral. Gheorghe Magheru 28-30 Sector 1, Cod Postal 010336, Bucuresti, Romania
E-mail: anspdcp@dataprotection.ro

PENTRU EXERCITAREA DREPTURILOR MENTIONATE LA PUNCTELE a – i) DE MAI SUS, PERSOANELE VIZATE NE POT CONTACTA UTILIZAND DATELE DE CONTACT MENTIONATE LA SECTIUNEA VIII (CONTACT).

VIII. CONTACT

Pentru orice intrebari despre aceasta Nota de Informare sau daca Persoanele Vizate doresc sa isi exercite drepturile, putem fi contactati astfel:

BRD: In atentia: Responsabilului cu Protectia Datelor BRD (DPO)

Adresa de Corespondenta:

B-dul. Ion Mihalache, nr 1-7, Sector 1, Turn BRD
Cod postal 011171, Bucuresti, Romania
E-mail: dataprotection@brd.ro
Sau

Utilizand formularul dedicat de pe adresa de internet a Bancii, la adresa www.brd.ro/contacteaza-ne

Sau

In orice unitate BRD printr-o cerere scrisa (pentru lista completa a unitatilor poate fi consulta pagina <https://www.brd.ro/agentii-si-atm-uri>

pending the verification whether BRD's legitimate grounds in its capacity as controller override those of the Data Subject.

h) **Right to portability:** Data Subjects may request, according to law, to receive from us their personal data in a structured, commonly used and machine-readable format. Should the Data Subjects requests us this, we may transmit those data to another entity, where technically feasible.

i) **Right to lodge a complaint with the National Supervisory Authority for Personal Data Processing:** Data Subjects have the right to lodge a complaint with the National Supervisory Authority for Personal Data Processing if they consider that their rights were infringed:

The National Supervisory Authority for Personal Data Processing:

28-30 G-ral. Gheorghe Magheru Blvd., 1st District, Postal Code 010336, Bucharest, Romania
E-mail: anspdcp@dataprotection.ro

FOR THE EXERCISE OF THE RIGHTS MENTIONED AT POINTS a) - i) ABOVE, THE DATA SUBJECT MAY CONTACT US USING THE CONTACT DETAILS INDICATED IN SECTION VII (CONTACT).

VIII. CONTACT

For any questions related to this Information Report, or if the Data Subjects intend to exercise their rights, you may contact us at:

BRD: Attention of: BRD Data Protection Office (DPO)

Address of correspondence:

1-7 Ion Mihalache Blvd., 1st District, BRD Tower, Postal Code 011171, Bucharest, Romania
E-mail: dataprotection@brd.ro
Or

Using the dedicated form on the Bank's website at www.brd.ro/contacteaza-ne

Or

In any BRD unit by written request (for a complete list of units, please visit page: <https://www.brd.ro/en/agencies-and-atms>