

Part I**GENERAL TERMS AND CONDITIONS****I. DEFINITIONS**

1.1 These definitions represent a glossary of terms, intended to be used in the consistent interpretation of the provisions of these General Terms and Conditions ("**GTC**") with those of the Special Terms and Conditions ("**STC**") . Certain definitions included in the GTC may not be applicable or may only be partially applicable in the legal relationship between the Parties, the content of which will be set out in STC. Furthermore, the notions identified with capital letters TCG and which are not defined in this Article I - *Definitions* shall find their meaning in the STC.

Act of corruption means any action and/or inaction which falls under the category of corruption offences regulated by the Romanian legislation under the Criminal code.

Acceptance means the written confirmation by BRD of the successful and full execution of the Services and/or Deliverables, according to the criteria agreed by the Parties within the Contract, materialised in a document signed by both Parties, called the Acceptance report.

Monthly Acceptance represents the written confirmation by BRD of the full and successful execution of the Services and/or Deliverables during a month, according to the criteria agreed by the Parties within the Contract, reflected in a document accepted monthly by both Parties called **monthly Acceptance report**.

BRD Affiliate means, any person who, in relation to BRD, has the status of affiliated party within the meaning of Regulation No 5/2013 on prudential requirements for credit institutions, International Accounting Standards adopted by Regulation (EC) No 1606/2002 of the European Parliament and of the Council of 19 July 2002 on the application of international accounting standards, Commission Regulation (EC) No 1126/2008 of 3 November 2008 adopting certain international accounting standards according to Regulation (EC) No 1606/2002 of the European Parliament and of the Council.

By way of example, the BRD Affiliates category includes:

- (i) Société Générale, as parent company of BRD;
- (ii) BRD Subsidiaries, including their subsidiaries and their organizations;
- (iii) BRD Shareholders, other than Société Générale, holding more than 10% of the share capital, including their subsidiaries and their organizations;
- (iv) any entity over which BRD exercises control;
- (v) any entity in which BRD has a stake.

Contract means the agreement concluded between BRD and the Supplier, including this document and all other parts, having the structure described in part II hereof - **Special Terms and Conditions ("STC")**, along with all sections, annexes, orders and addenda, as applicable.

Personal Data means the personal data which are subject to the Processing operation by each of the Parties under the terms of the Contract and which have the meaning provided by the GDPR.

BRD Data means (i) all data/information (including Personal Data) submitted by users of the Services and/or by BRD to the Supplier by BRD in connection with the performance of the Services and/or Products covered by the Contract and/or (ii) all data held by the Supplier for BRD under the Contract, including Personal Data or other data of a non-personal nature. These data are considered by the Parties as Confidential Information and will be treated accordingly.

The Electronic Invoice means the invoice issued by the Supplier and communicated to BRD, according to the conditions stipulated by the Government Emergency Ordinance no. 120/2021 regarding the administration, functioning and implementation of the national system on electronic invoicing RO e-Factura and electronic invoice in Romania, as well as in any other future specific regulations.

Supplier means the person identified in the STC, under "*Contracting Parties*", authorized to provide the Services and/or supply the Products which are the subject of the Contract.

GDPR means Regulation (EU) 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, applicable from 25 May 2018.

DORA means to Regulation 2022/2554 of the European Parliament and of the Council of December 14, 2022, on the digital operational resilience of the financial sector ("DORA Regulation").

BRD Group and **Societate Generale Group** means the groups of entities established as a consequence of the existence of a stake of BRD or of the majority shareholder of BRD (Societate Generale) in their share capital.

Breach of Security means a breach of security that results in the accidental or unlawful destruction, loss, alteration, or unauthorized disclosure of or access to Personal Data transmitted, stored or otherwise processed.

Confidential Information means trade secrets or other information including, but not limited to: findings, ideas, concepts, techniques, designs, specifications, blueprints, sketches, diagrams, schematics, logic diagrams, computer programs, tender documents, strategic plans, territory coverage plans, marketing/financial/business plans, commissions, draft pricing plans, BRD security information, databases including any information relating to employees, customers and/or suppliers, as well as any information about BRD and its customers which constitutes professional secret, in accordance with the banking legislation in force, and any other information qualified by the parties as confidential under the STC.

Applicable Data Protection Law means the relevant personal data protection legislation, including GDPR, applicable to the BRD, as well as any guidelines, decisions, codes of practice issued by the relevant personal data protection authorities or other European bodies.

Deliverables means the components delivered to BRD by the Supplier in accordance with the Contract. Deliverables include Software Products, software parts, modules, source codes, analysis, documentations and potential new functionalities newly developed, existing ones which are modified, optimized or corrected, patches, updates, new versions of Software Products, technical and functional specifications, related documentation, as well as any other products resulting from the provision of the Services and/or which are delivered by the Supplier to BRD during the performance of the Contract.

Contracting Parties/Parties means BRD and the Supplier.

Sanctioned Person means any person, whether or not it has legal personality: (a) included on any list of persons to whom Sanctions have been applied; (b) located in or organised under the laws of any country or territory that is subject to the extended Sanctions; (c) owned or controlled directly or indirectly, as defined by the relevant sanction, by a person referred to in (a) or (b) above; or (d) which is or will be upon the expiry of a period of time otherwise subject to the Sanctions.

Data Subjects, Controller, Processing have the meaning set out in the GDPR.

Controlled Persons means any person (entity) over whom control is exercised, including its directors, officers and employees.

U.S. Person means, for purposes of this provision, any member of the Supplier's personnel who (i) is a U.S. national (including persons with dual nationality) (ii) holds a green card and/or (iii) is temporarily or permanently physically situated within the territory of the United States of America. There is a "**U.S. nexus**" if: (i) the transaction is in USD, or (ii) the goods are of U.S. origin, or (iii) a U.S. person is involved, directly or indirectly, in the transaction.

Transferability Plan means the document to be agreed by the Parties and attached to the Contract, by including it in the STC. The Transferability Plan describes the process by which upon termination of the Contract, regardless of the reason for termination, the Supplier shall allow BRD or an external supplier designated by BRD to take over the Services, under optimal conditions and without major disruptions, including BRD Data.

Products means the hardware equipment purchased by BRD and delivered by the Supplier and/or software applications in respect of which the Supplier grants Licences and/or performs Services, as defined and described in the STC.

Representative/Representatives means the natural person holder (in case the Supplier is an Authorized Natural Person), the person or persons who are a legal representative/ an employee/ a collaborator/ a subcontractor of the Supplier, collaborator of the Supplier or a legal representative/ an employee/ a collaborator of the Supplier's subcontractor/ collaborator, appointed by the Supplier for the purpose of providing the Services/delivery of the Products which are the subject of the Contract, in accordance with its provisions.

Sanctions means any economic or financial sanctions, trade embargoes or similar measures adopted, imposed or enforced by any of the following (or by any institution of): (i) the United Nations; (ii) the United States of America; (iii) the United Kingdom; or (iv) the European Union or any present or future member state thereof.

The System is the aggregate of hardware, operating systems, database software and any other type of software, application servers belonging to BRD.

Services means the services agreed by the Parties, as defined and described in the STC.

General Terms and Conditions ("GTC") means the contents of this document and forms an integral part of the Contract.

Business Day means any calendar day, except Saturdays and Sundays and legal holidays in Romania.

II. INTERPRETATION

2.1 The GTC provide the terms, conditions, rights and obligations of the Parties related to the performance of the Contract for the purchase of Products and/or Services by BRD.

2.2 The titles of the paragraphs and articles of the Contract are inserted to facilitate their reading, but may not be used in any way to guide their interpretation.

2.3 In this Contract, unless otherwise provided, words in the singular form shall include the plural form and vice versa, where the context allows.

2.4 The terms set out in this Contract shall be calculated in accordance with the provisions of Articles 2551 - 2556 of the Civil Code.

III. REPRESENTATIONS AND WARRANTIES

3.1 The Supplier hereby provides the following representations and warranties to BRD, at the date of signing the Contract, representations and warranties which the Supplier upholds throughout the execution of the Contract:

- a) that he is a legally incorporated legal person or, as the case may be, its form of organization (e.g. Authorized Natural Person, Individual Enterprise, liberal profession) it is legally established and holds all the approvals and authorizations provided for by the applicable legislation for the performance of its activity, having the right to supply the Products and/or provide the Services which are the subject matter of the Contract, without thereby breaching any other obligation of the Supplier (legal or contractual);
- b) that the obligations established under this Contract are obligations to achieve a specific result and warrants to fulfil them exactly;
- c) that, on the date of the conclusion of this Contract, is not subject to any insolvency, winding up or liquidation proceedings or any similar proceedings, such as arrangement with creditors or ad hoc mandate or any other proceedings with equivalent effects applicable to its legal form of performing activities. If, during the performance of the Contract, the Supplier should find itself in any of these circumstances, it shall immediately inform BRD of this event;
- d) that, on the date of the conclusion of this Contract, is not a party to any litigation, arbitration or administrative proceedings pending, imminent or suspended against it which, if settled against it, would affect the performance of its obligations under the Contract. If, during the performance of the Contract, the Supplier should find itself in any of these circumstances, it shall immediately inform BRD of this event;
- e) where the Supplier delivers Products, it confirms that the Products are new and in perfect state of functioning, that such do not exhibit design or execution defects, that they comply with the requirements of the EU regulations and the Romanian legislation in force regarding the waste of electrical and electronic products (WEEE) and that such correspond in terms of the quality of the materials contained, as well as that such comply with their specifications;
- f) where the Supplier delivers a Product, this corresponds in terms of the agreed technical characteristics;
- g) has obtained and shall renew all certifications, permissions, licenses and agreements necessary for the performance of the subject matter of the Contract;
- h) to the extent that BRD deems necessary, the Supplier shall make available to BRD, upon receipt of a request in this regard, a file including all documents / authorizations / licenses / contracts evidencing: (i) the status required by law (owner/ distributor/ reseller of the Licences/ Products/ Deliverables), (ii) the truthfulness of the warranties and declarations granted by this clause; (iii) the types of software and any other IT products used for the creation and development of the Products/Deliverables that the Supplier owns at the date of signing the STC, as well as all licenses/sublicenses used in connection with the Products/Deliverables, (iv) any other documents which explicitly show the Supplier's acquisition of all intellectual property rights in the Products/Deliverables;
- i) BRD Data and any other information/document related to the Services or Products object of this Contract are stored in an easily accessible format and may be accessed and recovered by the latter or by the competent authorities during the insolvency procedure, during the resolution or interruptions of the economical operations of the Supplier or in case of termination of the Contract, regardless of the reason for termination;
- j) will cooperate with all authorities having supervisory powers over the BRD (e.g. National Bank of Romania, Financial Supervisory Authority, etc.) in order to facilitate and ensure the performance of the activities necessary for the proper supervision of the BRD, including by complying with their requests in relation to the Services or Products provided by the Supplier.

3.2 The Supplier declares on its own responsibility, knowing the provisions of the Criminal Code concerning false statements, that the information contained in all documents provided to BRD are true and correct.

IV. PAYMENT TERMS

A. Provisions applicable to the resident Supplier

4.1 The Electronic Invoices shall be issued by the Supplier, according to the legal provisions in force, in RON, at the BNR exchange rate on the date of issue. They shall be considered communicated to BRD on the date on which the Electronic Invoice is available for download from the RO e-Factura system. For the avoidance of any doubt, the resident Supplier will issue only Electronic Invoices, and BRD will only make payment on the basis of this type of invoice issued in accordance with GEO no. 120/2021.

4.2 Any payment obligation of BRD shall be deemed to have been fulfilled on the date of issue of the payment order by BRD.

4.3 Payment shall be made only in the country where the Supplier has its main place of business, where the activity is carried out or where the Products/Licenses are supplied or the Services are rendered.

4.4 If the due date for payments does not correspond to a Business Day, payments may be made on the first Business Day following the due date.

4.5 The detailed amount per type of Products and/or Services shall be agreed in writing by the Parties on a case-by-case basis according to their specific characteristics, through the STC and Annexes.

4.6 In case the Parties have agreed that the payment of the Services and/or Products shall be made in advance, the Parties, by mutual agreement, establish that in case of termination of the Contract before the expiry of its validity period and regardless of the reason, the Supplier shall be obliged to reimburse BRD the amounts received in advance related to the Services and/or Products paid by BRD and which have not been rendered or delivered by the Supplier until the moment of termination of the Contract. The refund shall be made by the Supplier in accordance with the conditions established by BRD.

B. Provisions applicable to the non-resident Supplier

4.1 Invoices shall be issued by the Supplier in RON, at the BNR exchange rate on the date of issue. Any payment obligation of BRD shall be deemed to have been fulfilled on the date of issue of the payment order by BRD.

4.2 Payment shall be made only in the country where the Supplier has its main place of business, where the activity is carried out or where the Products/Licenses are supplied or the Services are rendered.

4.3 If the due date for payments does not correspond to a Business Day, payments may be made on the first Business Day following the due date.

4.4 The detailed amount per type of Products and/or Services shall be agreed in writing by the Parties on a case-by-case basis according to their specific characteristics, through the STC and Annexes.

4.5 In case the Parties have agreed that the payment of the Services and/or Products shall be made in advance, the Parties, by mutual agreement, establish that in case of termination of the Contract before the expiry of its validity period and regardless of the reason, the Supplier shall be obliged to reimburse BRD the amounts received in advance related to the Services and/or Products paid by BRD and which have not been rendered or delivered by the Supplier until the moment of termination of the Contract. The refund shall be made by the Supplier in accordance with the conditions established by BRD.

V. GENERAL OBLIGATIONS OF THE PARTIES

5.1 Obligations of the Parties as set out in the GTC and the STC are the main cause for concluding the Contract and are binding not only with respect to what is expressly set out to be performed as set out in the GTC and the STC, but also with respect to performance of the obligations which are inseparably connected therewith, as is expected of a professional.

5.2 Furthermore, the Supplier undertakes:

- a) to provide the Products and/or Services in accordance with the applicable laws and regulations throughout the term of the Contract, including those relating to its activity of provision of Products and Services (including IT products or services), in compliance with the rules of its specific profession. The Supplier undertakes to use its expertise and experience in the field for fulfilling its contractual obligations, being solely responsible for the means and methods used to fulfill them;
- b) to comply with the conditions and deadlines for the provision of the Services and/or the supply of the Products, respectively for the granting of Licenses and/or the supply of Deliverables, according to the Contract and the schedules agreed in writing with BRD (e.g. by e-mail), being solely responsible for the means and methods he uses within the framework of the Contract regarding the fulfilment of the contractual obligations;
- c) to ensure the provision of the Services and/ or the supply of the Products, including the supply of the Deliverables through Representatives with adequate qualifications, at a high quality level, being directly responsible for their qualification and training for the purpose of fulfilling the Contract;
- d) to repair any damage caused to BRD by the destruction and/or damage by the Supplier's Representatives of the equipment, tools and/or furniture made available by BRD for the execution of the Services, except for wear and tear resulting from use in accordance with BRD's instructions;
- e) to comply with requests from BRD to discharge a Representative whenever BRD deems such action necessary. For the sake of clarity, BRD shall have the right to discharge a Representative at any time, without the possibility for the Supplier to issue any claim in this regard;
- f) to return to BRD upon request, but no later than the date of termination of the Contract, for any reason whatsoever, any equipment, tools, materials, confidential information or other items made available by BRD for the performance of the Services or the supply of the Products;
- g) provide Representatives with an identification badge showing the name of the Supplier and the identity of the Representative, together with his/her photograph if the Services are provided on-site BRD. This badge must be worn in plain sight, inside the BRD premises, at all times the Representative is present there. Badges and other access cards to BRD premises, provided by BRD to the Supplier, will be returned to BRD upon termination of the Contract or following the replacement of a Representative;
- h) to comply with all the obligations regarding security provided in STC;
- i) to inform BRD of any problems that may arise in connection with the provision of the Products or Services on the day such arise, including any significant event that could affect the Supplier's ability to provide the Services under the terms of the Contract; the Supplier also undertakes to analyse together with BRD any problems occurring during the execution of the Contract and to provide solutions to such problems;
- j) to reperform the Services performed improperly, at BRD's request, without prejudice to the right of BRD to hold the Supplier liable;
- k) to ensure that the Products, Deliverables and/or Services meet all the criteria and requirements agreed by the Parties, as described in the Contract;

- l) to keep the Products which are subject to a right of use sent by BRD in full compliance with the applicable legislation, including from the perspective of upgrading the technical functionalities and implementing the legal applicable requirements (especially GDPR), the Supplier bearing all costs in this regard;
- m) to make available to BRD the technical documentation and the instructions for use and operation of the Product. Furthermore, if the Supplier delivers a Product type software or in the form of a software, he shall ensure the compatibility and interoperability of the Product in relation to the environment in which it is implemented, as well as in relation to its future developments and shall make available to BRD all updates and new versions of the Product as they are created and become applicable to the Product;
- n) to ensure the remediation of any nonconformity of the Services/ Deliverables including in case of signing the Acceptance report/ monthly Acceptance report;
- o) to notify BRD of any potential future changes that may impact the Products or Services covered by the Contract. These changes include, but are not limited to: the intention to change the location of storage or processing of BRD Data, the intention to change the subcontractor providing hosting for BRD Data, the subcontractor's intention to subcontract the Services in a chain, future changes in the organizational structure/shareholder structure of the Supplier. The applicable term for notification of these changes is regulated in the corresponding section of the STC;
- p) to monitor the technological advances and the changes in industry best practices applicable in relation to the Services and Products, including those in ICT security, that may occur during the term of the Contract and which are relevant for the Services and, if case, inform BRD with respect to such;
- q) to provide BRD with the certifications or the renewal of the certifications on which the provision of Services, which are the subject matter of the Contract, are based on, where applicable, at any moment the Supplier is requested by BRD, during the execution of the Contract;
- r) to implement and enforce the appropriate technical and organisational measures, specified in this Contract, in order to ensure the availability, authenticity, integrity and confidentiality of the BRD Data;
- s) to keep the BRD Data it has access to during this Contract separated from data concerning other commercial partners or clients.
- t) to train its Representatives used for performing the Services with respect to ICT security, and if the performance of the Services or the supply of Products requires the Supplier's staff or collaborators to use BRD's IT system, the Supplier's staff must attend any awareness program and/or training courses made available by BRD, in order to prevent operational or regulatory risks related to the performance of the Services or the supply of Products.
- u) in order for BRD to continuously monitor and evaluate the manner in which the Services are performed or in which the Products are supplied, the Supplier undertakes to make the following categories of documents available to BRD: internal reports relating to the Services or Products covered by this Contract, reports prepared by the Supplier's internal audit and/or financial auditor, reports relating to ICT incidents, reports on IT security measures, and reports on business continuity measures. The frequency and deadlines for submitting these documents are regulated in the relevant section of the STC.

v) comply with the agreed level of services and the qualitative and quantitative objectives set out in relation to the agreed level of services (SLA), in accordance with the provisions of the STC. The Supplier undertakes to send monthly reports to BRD regarding the provision of Services and performance of Products in accordance with the SLA. If the Supplier fails to provide the Services or ensure the performance of the Products in accordance with the SLA, without prejudice to any other rights available to BRD and at no additional cost to BRD, the Supplier undertakes to take any appropriate corrective measures, including the following: (i) resume compliance with the SLA; (ii) identify the impact of the SLA non-compliance; (iii) conduct a root cause analysis to identify the cause of the non-compliance; (iv) remedy all causes or the cause of the deficiency; (v) provide BRD with a report detailing the cause of the non-compliance, its consequences, and the corrective actions that the Supplier has implemented to ensure that the non-compliance does not recur.

w) together with BRD, to examine the SLA at least annually, in order to ensure that it complies with market practices, regulatory requirements and BRD's commercial developments. The Parties shall decide together on any updates, revisions and adaptations to be made to the Services, Products and Service Levels as a result of these developments.

x) to provide assistance to the Beneficiary/BRD at no additional cost when an ICT incident occurs which is related to the Services provided by the Provider.

y) to participate in the Beneficiary's/BRD's Threat-Led Penetration Testing („TLPT”) and to cooperate fully in the conduct of the TLPT to ensure compliance with the Beneficiary's/BRD's obligations to conduct the TLPT in accordance with the provisions of DORA.

z) to fulfil any other obligation and comply with all the representations and warranties granted by the Contract.

5.3 BRD undertakes:

a. to make available to the Supplier, where appropriate, the information and documents at its disposal which are necessary for the performance of the Services and/or the supply of the Products.

b. to provide to the Supplier's Representatives the contact data of BRD's staff (including the responsible persons for areas of activity, insofar as they are required and available within BRD staff) who will collaborate directly in order to carry out the subject matter of the Contract;

c. to grant access to any Representative of the Supplier to its premises for the performance of the Services covered by the Contract, if applicable;

d. to make available to the Supplier, when the Services are to be rendered on-site BRD or the Products are to be installed on-site BRD, the means at its disposal and which are the essential means for rendering the Services and/or supplying or installing the Products;

e. to pay the amounts due to the Supplier at the terms and conditions provided in the Contract, subject to the Supplier's compliance with its contractual obligations.

VI. HARDSHIP

6.1 The Supplier understands and agrees to assume the risks relating to unforeseeable or exceptional changes in the circumstances envisaged at the conclusion of this Contract, whenever such changes occur during the performance of the Contract. For the avoidance of doubt, such unforeseeable or exceptional changes may have an effect on any of the conditions envisaged at the conclusion of the Contract, whether of an economic, financial, operational or any other nature. The Supplier shall not request a change of the terms on which the Contract was concluded, including prices, regardless of the occurrence of unforeseen events/exceptional changes that would alter the value balance of the Contract (e.g.: increase in the minimum wage, increase in utility prices) and shall be bound to fulfil its obligations under the Contract regardless of such changes.

VII. ASSIGNMENT OF THE CONTRACT AND SUBCONTRACTING

7.1 The Supplier shall not assign/novate or transfer the Contract to third parties, entirely or partially, free of charge or for payment, nor shall assign rights or novate obligations deriving from it, in lack of prior written consent of BRD, the sanction being the non-opposability of the assignment / novation and payment of damages by the Supplier. If BRD agrees to any assignment/novation carried out under the terms of the Contract, the Supplier is obliged to impose in the contract concluded with the assignee/new debtor the same obligations and conditions as those established in this Contract, including the obligations imposed by the relevant legislation in the case of the provision of ICT services, in accordance with the provisions of DORA.

7.2 In the absence of express provisions in the STC regarding the establishment of approved subcontractors, the Supplier shall not be able to subcontract, in whole or in part, any of the obligations under this Contract, without the prior written consent of BRD. BRD's decision shall be communicated to the Supplier within 120 calendar days of the date of receipt of the notification of the Supplier's intention to subcontract the supply of the Products/part of the supply of the Products or the provision of the Services/part of the Services covered by the Contract. For the avoidance of doubt, BRD shall have the right to object to any subcontracting or any substantial modification thereof and to request any information it deems essential, if it considers that such action could have a negative impact on the Contract or on the Products or Services covered by the Contract.

7.3 In the event of subcontracting (including if BRD agrees with execution of such) the Supplier shall be considered a guarantor of the subcontractor and shall be held liable directly towards BRD for the quality of the Products or Services provided by the subcontractor and for the proper execution of this Contract by the subcontractor under the same conditions agreed with the Supplier without BRD thereby being deemed to waive the exercise of its right to terminate the Contract if the subcontracting takes place in breach of the preceding paragraph.

7.4 Furthermore, in the event of any subcontracting, the Supplier undertakes to:

- (i) analyze, prior to selecting the subcontractor, all risks generated by subcontracting services to the subcontractor, including risks regarding the continuity of service provision and those regarding the accessibility, integrity, authenticity, and confidentiality of data generated by the location of the subcontractor and the parent company of the group to which the subcontractor belongs;
- (ii) continuously monitor the supply of Products or the provision of subcontracted Services to ensure that the subcontractor supplies/provides them in accordance with the provisions of this Contract;
- (iii) include in the contract with the subcontractor provisions that allow the Supplier to effectively monitor the activity of subcontractors, including periodic reporting obligations of subcontractors in relation to the services provided;
- (iv) include in the contract with the subcontractor the same obligations and conditions as those established in this Contract, including the obligations imposed by the relevant legislation in the case of the provision of ICT services or ICT products (e.g., the DORA Regulation), such as: obligations regarding the existence of a continuity plan, ensuring a level of service performance similar to that indicated in the Contract, obligations regarding information security, obligations regarding the assurance of audit rights for BRD, BRD auditors, and competent authorities;
- (v) implement appropriate measures and plans to ensure the continuity of the supply of Products or the provision of Services under this Contract, even if the subcontractor fails to fulfill its obligations;

- (vi) notify BRD of any planned changes to the terms of the subcontract, including those relating to the location of the provision of Services and storage of BRD Data, as agreed in the Contract. The deadlines for sending these notifications are set out in the relevant section of the STC. For the avoidance of doubt, the Supplier shall only be entitled to implement the changes if it obtains BRD's prior consent thereto.
- (vii) provide BRD, upon request, with documents allowing BRD to ensure that the Supplier has included in its contracts with its subcontractors obligations at least equivalent to those provided for in this Contract

7.5 The Supplier shall notify BRD at least 90 days prior to the date of any major changes in its corporate structure (e.g. mergers, divisions or changes in the majority shareholders). From the date of becoming aware in any way of this potential event concerning the Supplier, BRD will have the right at any time during the Contract to unilaterally terminate this Contract by a simple written notice sent 30 days in advance.

7.6 This Contract shall remain valid with all the clauses and obligations provided for herein in the event of a change in BRD's shareholding, merger by absorption or by the formation of a new company, division or change in the control of the company, without BRD being obliged to notify the Supplier of any of such changes.

VIII. CONTRACTUAL LIABILITY

8.1 The Supplier shall be solely liable for any damage that may be caused to BRD in the context of the Contract (including damage caused by its personnel / Representatives / subcontractors / collaborators / partners and damage caused by third parties acting with its consent or on its behalf). Therefore, BRD may claim the penalties set out in the STC without being required to prove any damage.

8.2 In all cases, BRD shall be entitled to claim damages from the Supplier up to the full amount of the damage caused as a result of non-performance, in whole or in part, or for improper or late performance of contractual obligations.

8.3 If BRD is sanctioned by the competent authorities or if one or more of BRD's employees/ third parties demand payment of damages from BRD due to non-fulfilment or improper fulfilment of legal and contractual obligations by the Supplier, the latter shall be obliged to compensate BRD by paying all fines and related expenses until the full amount of the damage caused to BRD, its employees and/or third parties, is covered.

IX. OFFSET

9.1 The Parties agree that for the recovery of penalties, damages or any other amounts owed by the Supplier under this Contract or any other legal relationship existing between the Parties, BRD shall be entitled to offset the respective amounts owed by the Supplier against the amounts owed by BRD or to demand payment of the respective amounts within 15 calendar days.

9.2 If BRD requests offset, the Supplier has the right to request rectification of the amount resulting from the offset by providing supporting documents.

X. INTELLECTUAL PROPERTY RIGHTS

10.1 The exercise of the rights conferred by this Contract and the fulfilment of the corresponding obligations will be made in full compliance with the legal provisions in force on the copyright and related rights. Thus, the Supplier represents and warrants that it holds freely and lawfully all intellectual property rights necessary for the performance of the Contract, and if such representations and warranties prove false or erroneous for any reason, the Supplier shall compensate BRD for the damage suffered.

10.2 The Supplier further represents and warrants to BRD that the Deliverables, including the Product (in the sense of material or equipment), the Product firmware, the Services and/or the License granted on the Product (the software/applications used to operate the Product) do not infringe any intellectual property rights owned by a third party. The Supplier shall indemnify BRD for damages suffered in case these claims prove false or erroneous for any reason.

10.3 BRD retains all intellectual property rights, trademark rights and copyrights to all content provided to/made available to the Supplier or to which the Supplier may have access under the Contract, including documents, data media, values, schedules, drawings, cost calculations, cost estimates, documentation and other documents prepared by BRD, and similar information in tangible or intangible form, in electronic form. They must not be used for purposes other than those provided for in the Contract and must not be made available to third parties.

XI. PROTECTION OF PERSONAL DATA

11.1 Unless otherwise provided in the STC, the Parties hereby agree that they shall be considered as independent controllers with regard to the processing of personal data and:

- a) will process personal data of which they become aware during the performance of this Contract in accordance with the provisions of Regulation (EU) 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and applicable law under the Contract;
- b) understand that, for the purpose of entering into and/or performing this Contract, they have a legitimate interest in disclosing to each other and processing for the purpose of entering into and performing the Contract a range of personal data, such as data of their employees, collaborators, legal or contractual representatives, as well as personal data of other data subjects (such as contractual partners, customers or employees of either Party).
- c) may process the personal data of the aforementioned persons for the purpose of complying with legal obligations (such as those relating to the storage of supporting documents).
- d) may transfer the personal data of data subjects to entities within the group of that Party and/or other service providers of that Party. If the Supplier transfers personal data and/or uses processing means outside the EU/EEA to countries that are not recognised by the European Commission as ensuring an adequate level of protection of personal data, the Supplier will only make such transfers subject to the provision of adequate safeguards in accordance with applicable data protection law (in particular Article 46 of the GDPR) and in compliance with all obligations under the GDPR, in particular those relating to the information of data subjects, conducting the data transfer impact assessment ("TIA") and signing the Standard Contractual Clauses adopted by the European Commission ("SCC"). When the Supplier transfers personal data to the United States of America using a certification under the transatlantic legal framework validated on July 10, 2023 by the European Commission (hereinafter referred to as the "US-EU Data Privacy Framework"), the Supplier undertakes, in the event of loss or non-renewal of its certification under the Data Privacy Framework, to notify BRD and to implement as soon as possible any regulatory framework required by the GDPR.
- e) they will be allowed to keep such personal data for the entire duration of the Contract, plus a reasonable period after its termination, depending on the nature of the documents containing such data.

- f) inform the data subjects about the processing carried out on their behalf, in accordance with the requirements of the Applicable Data Protection Law. The Supplier undertakes to submit to the Representatives the Information Note on the Processing of Personal Data belonging to the Supplier's Representatives, published on the BRD website at: [Personal Data Processing | BRD.ro](#), and to send it to BRD in a form signed by the Representatives, prior to their use for the provision of the Services, including in the event of the replacement of a Representative. Furthermore, whenever the content of the Information Note on the Processing of Personal Data belonging to the Supplier's Representatives is modified, the Supplier undertakes to send BRD the updated version, signed by the Representatives. Otherwise, the Supplier shall compensate BRD for any penalties/fines that BRD receives as a result of non-compliance with its legal information obligations under the GDPR..
- g) will be individually liable for their own actions and omissions (including those of their staff, agents, representatives, etc.) that constitute violations of Applicable Data Protection Law. Each Party will adopt security measures in accordance with the requirements of the applicable law. Each Party declares and warrants that it has implemented appropriate technical and organisational measures to protect personal data.

XII. CONFIDENTIALITY

12.1 The Parties agree that the existence and content of this Contract is confidential and that any disclosure of such information to third parties is not possible without the prior written consent of the other Party, except where the Parties are legally obliged to disclose such information to third parties (e.g. public authorities, financial auditors).

12.2 In addition:

- (i) The Supplier shall keep confidential and shall not disclose, directly or indirectly, to third parties commercial, industrial, technical, financial information, information relating to BRD customers or employees or any other type of information, including information constituting bank secrecy under the legal provisions in force, originating from BRD or of which it becomes aware during the performance of this Contract, regardless of the media on which they are reproduced or stored. The Supplier shall comply with this obligation both during the duration of this Contract and after its termination, for an unlimited period, regardless of the reason for the termination of the Contract;
- (ii) The Supplier agrees that BRD may disclose to entities of the Société Générale Group and/or the BRD Group the existence and content of this Contract.

12.3 Apart from the Representatives appointed to fulfil the obligations undertaken for the performance of the Contract and the consultants appointed for the analysis of this Contract (who have the legal obligation of confidentiality), the Supplier shall not be entitled to disclose, directly or indirectly, confidential information to third parties, regardless of the reason for disclosure of the information.

12.4 The Supplier shall instruct all Representatives who have access to/to whom Confidential Information is transmitted to maintain confidentiality, not to use any Confidential Information for their personal benefit or for the benefit of third parties and not to make unauthorised copies thereof.

12.5 The Supplier shall enter into appropriate written agreements with the Representatives who receive, or have access to, Confidential Information, adequate to enable them to comply with the confidentiality provisions set out in the Contract. The Supplier remains directly responsible to BRD for the compliance by the Representatives who have access to the Confidential Information with all obligations of confidentiality and processing of personal data, in accordance with legal and/or contractual provisions.

12.6 Information that a Party held before it was disclosed to it by the other Party without an obligation to treat it as confidential or information that was public at the time of disclosure shall not be considered Confidential Information. Confidential information in respect of which insignificant portions or combinations thereof have become public shall not be deemed public.

XIII. TERMINATION OF THE CONTRACT

13.1 The Contract shall be terminated in the following cases:

- a) by fulfilling the performance of the Contract;
- b) at the expiry of the term of the Contract as set out in the STC;
- c) by agreement of the Parties expressed in an addendum;
- d) by unilateral termination for convenience by BRD, in accordance with provisions of art. 13.4. below;
- e) by termination for default under the conditions below;
- f) in any other situation expressly indicated in the Contract.

13.2 BRD may declare this Contract unilaterally terminated for default, by full right, without the intervention of a court of law, without notice of delay and without any further formality except a simple written notice sent to the Supplier, if:

- a) The supplier fails to fulfill, in whole or in part, any of the following obligations, or fulfills them defectively or late:
 - (i) those relating to confidentiality, the protection of personal data, the provision of false or misleading representations and warranties;
 - (ii) those relating to Sanctions and Embargo or Anti-Corruption;
 - (iii) those relating to the assignment or subcontracting of the Contract or the obligations contained in the Contract.
 - (iv) those detected following any inspection or any audit, in case BRD, external Auditors or competent authorities identify deficiencies regarding the execution of the Services covered by the Contract.
 - (v) the applicable legal or regulatory obligations.
- b) during the monitoring of the Services and Products, BRD finds that there are circumstances that may affect the execution or performance of the Services or Products, in particular in the event of changes related to the Services or Products or related to the particular situation of the Supplier;
- c) during the monitoring of the Services and Products, BRD finds that there are proven deficiencies in the overall management of ICT risks within the meaning of the DORA Regulation and, in particular, in the manner in which the Supplier ensures the availability, authenticity, integrity, protection, and confidentiality of BRD Data;
- d) the competent supervisory and resolution authorities find that the provisions of the Contract or other circumstances related to it impede the authority's ability to effectively supervise BRD;

13.3 In the event of non-performance, in whole or in part, improper or delay in the performance by the Supplier of any other obligations, except for those expressly listed in the previous paragraph, BRD shall be entitled to declare the Contract unilaterally terminated, by full right, without the need for court intervention or notice of default, by written notice sent to the Supplier at least 20 calendar days before the date of unilateral termination, this term being applicable only in the absence of another term expressly provided for in the Contract with regard to a situation of termination/notification of termination, this Contract automatically terminating on the said date without the need for any other additional formality.

13.4 BRD may unilaterally terminate the Contract at any time during its term, without paying compensation, including if the termination of the Contract is requested by the National Bank of Romania or any other authority competent to supervise BRD, by giving 30 calendar days' prior notice before the date on which the termination is to take effect, sent by post or courier with confirmation of receipt. If the termination of the Contract is requested by the competent authority, the termination shall take place within the period imposed by that authority.

13.5 In the event of non-fulfilment by BRD of the payment obligation under the terms of the Contract, the Supplier shall be entitled to consider the Contract unilaterally terminated, by operation of law, by sending a written notice to BRD, 90 calendar days before the date of termination, if BRD did not proceed with the execution of the payment obligation within 60 days from the date of receiving the notice.

13.6 Termination of the Contract shall have no effect on obligations already due between the Parties and shall not remove the liability of the Party who has culpably caused the termination of the Contract.

13.7 The provisions relating to: settlement of disputes, liability of the Parties, obligations to maintain confidentiality and to process personal data, as well as any other provisions which are intended to have effect even in the event of termination of the Contract shall remain valid even after termination of the Contract, irrespective of the reason for termination.

XIV. ANTI-CORRUPTION

14.1 The Parties shall stipulate in STC, if case, the applicability of the anti-corruption clauses and the Supplier confirms, understands and assumes the obligations set out in STC with regard to anti-corruption, during the performance of the Contract.

XV. SANCTIONS AND EMBARGO

15.1 In the context of U.S. American economic or financial sanctions and trade embargoes, the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC") requires financial institutions, such as BRD, to comply with the economic or financial sanctions and trade embargoes which OFAC enacts in respect of all transactions or commercial activities having a nexus with the United States of America.

15.2 As such, BRD is required to identify all U.S. Persons in order to verify that no U.S. Persons are involved in any transaction or activity which as a result might potentially be considered as being in breach of US sanctions or embargoes. Thus, the Supplier is obliged to:

- notify BRD if any U.S. Person has any involvement in or in connection with the Services; and
- ensure that any U.S. Person concerned is properly trained beforehand on U.S. sanctions and embargoes matters, and is able to provide BRD with any evidence thereof upon request; and
- have knowledge of support documentation designed to raise awareness as sent by BRD, identified in Annex 1 of the GTC and share it with any U.S. Person involved in or in connection with the Services.

15.3 The Supplier represents that neither it, nor any of its Affiliate/subsidiary or holding nor, to the best of its knowledge, any of its directors, officers, and employees, or any of its agents and intermediaries is a Sanctioned Person.

15.4 The Supplier represents and warrants (which representation and warranty shall be deemed to be repeated at all times until the termination of the Contract) that it shall not provide any Service to, or enter into any arrangement with respect to the Services with, any Sanctioned Person.

15.5 The Supplier shall, and shall procure that any agent or intermediaries it has mandated for the purpose of executing the Contract will, promptly upon becoming aware of the same, provide BRD with details of any claim, action, suit, proceedings or investigation against it with respect to Sanctions.

15.6 The Supplier shall implement and maintain appropriate rules and procedures designed to comply with Sanctions, representations and undertakings in this Section – Sanctions and Embargo.

15.7 The Supplier understands that BRD should not process any payment or transaction to the benefit of a Sanctioned Person or in a way that would result in a violation of Sanctions. As such, and regardless whether the Services have already been performed, Beneficiary may immediately suspend any payment, promise to pay, or authorization of any payment (or giving anything of value) to the Supplier, should The Supplier be in breach of any Sanctions, representations or undertakings in this Section. Subject to applicable laws, regulations, and authorisations from competent authorities, BRD may process such payment to the benefit of The Supplier on a frozen account.

15.8 Without prejudice to any other provisions of the Contract relating to termination, BRD shall have the right to terminate the Contract immediately without any penalty or formality if the Supplier or, if applicable, any of its agents, breaches any Sanctions, representations or obligations contained in this section or becomes a Sanctioned Person.

XVI. SUSTAINABLE DEVELOPMENT. CORPORATE SOCIAL RESPONSIBILITY

A. SUSTAINABLE DEVELOPMENT

16.1 BRD hereby informs the Supplier that the Société Générale Group, which BRD is part of, signed on November 27, 2001, the United Nations' Declaration for Environment and Sustainable Development. Société Générale also joined on May 16th, 2003, both on its own behalf and on behalf of the entities within the Société Générale Group, the United Nations Global Compact. Under these circumstances, BRD requests the suppliers with which it has contractual relations to undertake the following obligations:

a) In the countries in which they carry out their activities, to comply with the provisions in force in the matter of (i) Labor law and, where there are no such provisions, at least with the provisions of the International Labor Organization's Declaration; (ii) Environmental law.

b) Not to enter into contracts with sub-contractors / collaborators, natural or juridical persons, who, according to the Supplier's knowledge, do not comply with the provisions indicated in this article.

16.2 Furthermore, Société Générale Group has implemented measures to detect risks and prevent serious violations with respect to Human Rights and fundamental freedoms, and the health and safety of persons and the environment, which result from its own and its contractors' activities. In this context, the Supplier undertakes to fulfil the obligations contained in this Article - **Sustainable Development**.

B. CORPORATE SOCIAL RESPONSIBILITY

16.3 BRD reserves the right to verify the compliance of the Supplier with these obligations, according to the conditions of its audit rights, as determined in this Article. Therefore, the Supplier shall provide BRD, upon its request, all the materials, documents and other necessary information.

16.4 The Supplier shall allow BRD to audit the implementation of the rules and surveillance measures included in this Article, being understood that such audit shall observe all the following conditions: (i) the notification of the Supplier at least 15 business days before the start of the audit; (ii) the audit shall be carried out during the normal working hours of the Supplier; (iii) any document necessary for the purpose of carrying out of the audit by BRD or by its representatives shall be in connection with the observation of the obligations set in the Contract.

16.5 The Code of conduct of Societe Generale is available on its website https://www.brd.ro/_files/pdf/Group_Code_of_Conduct_English.pdf. As of the effective date of the Contract, the Supplier represents and warrants that it has read the code and that it has implemented rules that are at least equivalent to those laid out in said code. BRD requires that Supplier's Representatives assigned to perform the Services do not contravene its rules, for the entire duration of the Contract.

16.6 To meet its legal and statutory obligations and, in line with the Code of conduct, Societe Generale Group wants to associate its suppliers with implementation measures of vigilance. All the commitments made by BRD and the expectations of BRD from its Suppliers relating to compliance with these rules as regards the Human Rights, working conditions, the environment and the fight against corruption are detailed in the Sustainable Sourcing charter ("The Charter") available on its website or at https://www.brd.ro/_files/pdf/Carta_Achizitiilor_Responsabile.PDF.

16.7 The signing of this Contract by the Supplier implies its compliance with terms at least equivalent to those of the Charter. In the event that there is a conflict or inconsistency between the provisions of the Contract and those of Code of Conduct and/or the ones from the Charter, the terms of the Contract shall prevail.

XVII. CONFLICT OF INTERESTS

17.1 The Supplier represents and warrants BRD, at any time during the Contract, that will not be in a conflict of interest with the Bank and that he did not identify the existence of other element likely to contravene BRD's interests, susceptible of affecting or being able to affect the impartiality and/or independence of the Supplier in the execution of the contractual obligations or the fulfilment in time and/or with objectivity of his contractual obligations under this Contract ("Conflict of interest").

17.2 The Supplier also represents that he acknowledged BRD's Policy regarding the conflict of interest, published at https://www.brd.ro/_files/pdf/Sumarul-Politicii-de-Conflicte-de-Interese-BRD.pdf.

17.3 If the Supplier will find the existence of a Conflict of interest, he undertakes to notify BRD, without delay, within at most 15 business days from the moment he detected it, together with the communication of measures for the management of the Conflict of interest. If Supplier does not notify the apparition of such Conflict of interest or if the continuation of the execution of the contractual obligations is incompatible with the Conflict of interest or if it cannot be properly managed by the Bank, BRD may terminate the Contract in the conditions set under the chapter regarding the termination of the Contract.

XVIII. AUDIT

18.1 In order to verify the way in which the Supplier fulfills his contractual obligations, including obligations relating to the availability, authenticity, integrity, and confidentiality of BRD Data, the Supplier has the obligation to grant BRD (including BRD's personnel who ensures the audit functions) and third parties named by BRD in this scope („**External Auditors**") full access to the Supplier's data/ information and to the data/information of its subcontractors related to the performance of the Contract, as well as to allow without restrictions their inspection and audit. For the avoidance of doubt, the purpose of these audits/inspections is not for BRD to access data belonging to other customers of the Supplier, but to verify the security of the system and infrastructure used to provide the Services and Products and the Supplier's compliance with the contractual provisions.

18.2 Also, the Supplier is obliged, at any time during the term of this Contract, to grant both BRD and BRD's auditors and the competent authorities, including resolution and supervisory authorities and any other persons designated by them, the following:

- full and unrestricted access to all relevant operational premises, including the entire range of devices, systems, networks, information, and data relevant to the provision of the Services and Products covered by the Contract, including related financial information, personnel, and external auditors of the Supplier ("access and information rights");
- unlimited rights of inspection and audit of the Services and Products covered by this Contract ("audit rights") to enable them to monitor the Contract and ensure compliance with all contractual and applicable regulatory requirements;
- the right to perform security penetration tests to assess the effectiveness of the cybersecurity measures and processes and internal information and communications technology systems implemented by the Supplier;
- the right to make copies on site of any documents related to the Supplier's operations;
- the right to perform technical security audits (including scans, automated vulnerability tests, penetration tests, infrastructure and configuration audits) on the Provider's systems and on the systems of any subcontractor that may be involved or affected, in accordance with the provisions of the STC.

18.3 Furthermore, in order to verify how the Supplier fulfills its contractual obligations, BRD has the right to use:

- centralized ICT audits and tests, organized jointly with other customers of the Supplier, carried out by BRD and the respective customers of the Supplier;
- certifications granted by third parties and internal audit reports or reports carried out by third parties, which the Supplier shall make available to BRD whenever such information is requested. In this situation, BRD will assess, based on its own criteria, whether the third-party certificates and reports are adequate and sufficient to comply with its obligations under the regulations in force and will not rely exclusively on those reports.

18.4 BRD reserves the right to request the extension of the scope of the certifications or audit reports to other relevant systems and controls.

18.5 For the avoidance of any contrary interpretation, the Parties agree that the rights mentioned in this chapter are not impeded or limited by other contractual agreements or enforcement policies. The Supplier undertakes to immediately notify BRD and/or the competent authority if it considers that the rights of its customers will be affected by the audits/inspections carried out by BRD or the competent authorities, and the Parties shall identify alternative ways of exercising the rights provided for in this Chapter.

18.6 The Supplier agrees that BRD, the external Auditors and/or the competent authorities will have access, including in the Supplier's facility, to the installations and infrastructures dedicated to the Contract's performance, as well as to the information they need for fulfilling their duties, especially to the results of previous audits made in accordance with the provisions of the Contract concluded with the Supplier or with his subcontractors.

18.7 In the event that the National Bank of Romania ("NBR"), as the resolution and supervisory authority, or any other competent authority requests any information necessary to make a decision on the adoption of a resolution or supervisory action and to prepare the respective measure, including updates and additions to the information provided during on-site inspections, the Supplier undertakes to make it available to the competent authorities.

18.8 BRD and/or the external Auditors of BRD will inform the Supplier with 10 (ten) Business Days before the date planned for the inspections or audits, as applicable, except where this is not possible because of an emergency or crisis situation or because it would lead to a situation where the audit would not be effective anymore or in case the applicable legislation/ the authorities impose a shorter term.

XIX. FORCE MAJEURE AND ACTS OF GOD

19.1 Force majeure, as defined by the applicable legal provisions, exonerates the Parties from liability in case of non-execution, improper execution or delay by them of some obligations incumbent on them according to this Contract, unless the Parties were in case of non-execution, improper execution or delay of an obligation before the force majeure event occurred. If the provisions relating to the Business Continuity Plan are applicable, the invocation of force majeure by the Supplier shall only exempt it from liability to the extent that the force majeure event prevents the Supplier from implementing the measures to ensure the continuous provision of the Services, as provided for in the Business Continuity Plan (BCP).

19.2 Both the occurrence and termination of the case of force majeure shall be notified by the Party affected by such, within 5 calendar days from the occurrence, respectively from its termination. The notification of force majeure shall be documented with the elements necessary to assert it (for example, justifying documents, factual presentation and detailed description of the event, including the date of its occurrence, its consequences in relation to the other Party, the causal link between the occurrence of the event and its consequences in relation to the contractual obligations and legal arguments that the invoked event represents force majeure). The Supplier shall attach to the notification invoking force majeure a statement on its own responsibility declaring that it is unable to ensure the measures provided for in the BCP.

19.3 If the force majeure event is not already well known, the Party whose obligations are not affected by force majeure may require the affected Party to present a certificate issued by Chamber of Commerce and Industry of Romania or the County Chambers, attesting the existence of a force majeure event.

19.4 If force majeure lasts more than 30 calendar days, the Contract may be terminated at the initiative of the Party whose obligations are not affected by force majeure, by a simple written notification sent to the other party by courier or mail with acknowledgment of receipt.

19.5 Insolvency, dissolution, liquidation, strike (including spontaneous strike) are not considered cases of force majeure.

19.6 The parties establish that the Supplier's liability is not removed in the event of a fortuitous event, as defined in the applicable law.

XX. DECLARATION OF THE SUPPLIER AS INACTIVE

20.1 The Supplier undertakes to notify the BRD of its declaration as inactive and/or cancellation of its VAT code within 24 hours, in accordance with the legal provisions in force.

20.2 For the Services and/or Products invoiced to BRD during the inactivity period, if the Supplier shall not agree with the suspension, until the moment of its reactivation, of the payment of these Products and/or Services, BRD will pay the value of the Products and/or Services delivered by the Supplier according to the contractual stipulations, diminished with the profit tax quota applicable for the reference period.

20.3 Provided that (a) BRD was not informed, according to the above, about the declaration as inactive of the Supplier, and (b) either (i) BRD is asked by the qualified fiscal authorities to pay the tax difference resulted from the reconsideration of the costs related to the invoiced amounts and any other amounts to be paid by BRD as a result of this reconsideration of the costs that would be due for the amounts invoiced by the Supplier during the period between its declaration as inactive and the date of its reactivation, or (ii) BRD acknowledges, by other means, the declaration as inactive of the Supplier, the Supplier undertakes to pay to BRD the tax difference due, as well as any possible penalties to which BRD is held, within 15 business days starting from BRD's request to do so.

20.4 The Parties agree that BRD's right to request the Supplier any amounts to which it is entitled according to the present Article is born, as the case may be: (i) at the date of the issuance of the recording of proceedings by the qualified fiscal authorities, or (ii) at the date when BRD becomes aware, by other means, of the above-mentioned situations in which the Supplier was in.

20.5 Any possible amounts owed by BRD to the Supplier according to this Article may be offset against those owed by the Supplier to BRD, in accordance with provisions of Article "**Offset**" above.

XXI. NOTIFICATIONS

21.1 In the absence of other express provisions in the Contract, any notifications sent under the Contract shall be made in writing. By written notifications/ made in writing, the Parties understand the notifications issued in lettric form (bearing the handwritten signature of the issuing Party), as well as the notifications issued in an electronic form (which bear the electronic qualified signature of the issuing Party). For the avoidance of any doubt, the Parties establish that the notifications issued under Contracts concluded in an electronic form shall be issued in an electronic form also.

21.2 By exception, the Parties mutually agree that, for Contracts where there are applicable any of the clauses provided at Articles XXIII-XXVI from GTC, the written notifications will be issued exclusively in a lettric form and they will be sent through authorized representatives of the Parties, by registered mail or by courier, with confirmation of receipt.

21.3 However, the Parties mutually agree that, regarding those current communications made through electronic correspondence (e-mail) using the contact addresses established in STC, the lettric/ qualified electronic signature of the Parties will not be necessary.

21.4 Verbal notifications are not taken into account by any of the Parties, unless confirmed in writing by one of the modalities mentioned in the Contract.

21.5 Except where another receipt mechanism is provided for in the Contract, any written notification/ current communication transmitted by a Party to the other Party based on or related to the Contract will be sent and shall be considered received as follows:

(i) The written notifications sent through electronic means, as well as the current communications made through electronic correspondence using the e-mail addresses provided in STC/ notified in writing by the Parties shall be considered received by the Parties:

- on the sending day, if the receiving Party confirms the receipt in writing in the same day or
- in the absence of such a written confirmation, in the next business Day after the day of the transmission of the written notification/ current communication,

the proof of transmission and receipt consisting exclusively of the electronic communication (e-mail) having the status of sent.

In this regard, the Supplier undertakes and warrants expressly that all the e-mails (including the attachments) sent by the Beneficiary to the e-mail addresses (provided in STC/ notified in writing) arrive within a monitored and secure space for receiving e-mails, without the possibility of not being received or of being lost. Therefore, the Supplier is the only one responsible for the situations where the e-mails sent by the Beneficiary in accordance with the Contract are not received by the Supplier.

(ii) The written notifications sent through authorized representatives of the Parties, by registered mail or by courier, with confirmation of receipt, at the office/ address provided in STC shall be considered received by the recipient at the date mentioned on the confirmation by the recipient/ postal office/ courier.

21.6 In the event of modifications occurred in the identification data and/or correspondence addresses of any Party (including VAT account code), such Party shall communicate the occurred change to the other Party, under the sanction of the change not being taken into account.

XXII. HEALTH AND SECURITY IN WORK

22.1 If, during the performance of the present Contract, the Supplier's personnel will have access to BRD premises / locations, it will comply with the rules, regulations and requirements regarding the conduct of BRD personnel within the location, including security measures and rules for preventing and extinguishing fires, in force at the time. The personnel assigned by the Supplier for the performance of the services subject to this Contract shall remain under its administrative control and hierarchical authority throughout the duration of the Contract.

22.2 For the purposes of the above, the obligations of the parties with regard to occupational health and safety are distributed as follows:

BRD's obligations:

1. To provide training on specific activities, risks for the labour health and security, as well as on the prevention and protection measures and activities in place at BRD. This training is recorded in the collective training report, drafted in two counterparts, one for BRD and the other for the Supplier.
2. To make sure that its own staff, except for the staff in charge with the training, the technical and control staff, shall not enter the area taken over by the Supplier, nor use nor modify the Supplier's technical equipment without the latter's consent.
3. To inform the Supplier regarding the dangerous work areas, for the latter to be able to take the necessary measures for their staff. Those areas shall be marked each time the specific circumstances in the territory require it.

The Supplier's obligations:

1. To provide their own staff with training on Labor Security and Health, in keeping with the specificities of the services they provide at the Supplier's headquarters, taking into account the features of the works / services contracted, as well as the potential risk factors which might occur during those works; to ensure their own staff attend the training provided by BRD, and to supervise their own staff, ensuring the latter complies with the Labor Security and Health provisions at BRD's premises, according to the training.
2. To observe the access paths and the work area established by BRD.
3. To provide their staff with the individual labor protection equipment needed to carry out the services subject hereto and to supervise that the staff wears and uses the equipment in an adequate manner throughout the provision of the Services.
4. To inform BRD regarding the dangerous work areas on the surface taken over by the Supplier, by marking them by specific information and warning signs whenever the concrete situations in the territory require it.
5. To use BRD's machinery, installations, and equipment only with its prior written approval sent by the means of communication agreed in the Contract.
6. To keep the access paths and the work places clean and unblocked throughout the provision of the Services.
7. To accept BRD's decision of ceasing the services supplied by their staff whenever BRD deems there are dangerous work places and/or high risk areas and informs the Supplier with regard to such, as well as not to resume their activity unless they have remedied such situations indicated by BRD.

Communication, investigation, and recording of Labor Accidents:

1. Any accidents occurred to the Supplier' employees in BRD's premises, including traffic and commuting accidents, irrespective if they have been caused by BRD or the Supplier's failure to comply with the norms, will be communicated, investigated, reported and recorded by the Supplier. The investigation commission will include a representative of BRD.
2. In case of accidents occurred to BRD's employees in the Supplier's work area, those accidents shall be communicated, investigated, reported, and recorded by BRD, and the investigation commission will also include a representative of the Supplier.
3. In case of accident occurring to both BRD's and Supplier's employees, the accident shall be investigated by a mixed commission, and it shall be reported and recorded depending on the investigation conclusions by the employer of the persons guilty for the accident.

XXIII. BUSINESS CONTINUITY PLAN

A. The Supplier's Obligations

23.1. The Supplier undertakes to:

- a) implement a suitable Business Continuity Plan (BCP), with regard to its obligations under this Contract, ensuring effective continuity for the provision of Services and Products and taking into account of all the relevant risk scenarios including climate or environmental risk depending on the place of performance of the Services and Products;
- b) submit the BCP to BRD for review based on its operational resilience and continuity requirements agreed within this Contract, or at least its business continuity strategy to ensure compliance with the set requirements, and take into account potential comments and suggestions from BRD, justified by statutory or internal requirements. Once the BCP is finalised, the Supplier undertakes to ensure its effective management and operational condition maintenance for the remaining duration of the Contract;
- c) reassess the BCP at least once a year, and every time it is necessary during the Contract term and to make, whenever needed, all the required adjustments and changes with regard to the evolution of its activity and the risk factors identified, and to inform BRD by supplying a copy of every update;
- d) identify and list in the BCP all the resources (human resources, information systems, real estate resources, data and third party service providers - hereinafter 'Resources') that the Supplier uses to provide the Services and Products.
- e) Ensure that the third-party service providers on which the Provider relies to provide the Services and Products also comply with the commitments made in terms of business continuity in the Contract.
- f) answer, at least once a year, to the Business Continuity Plan follow-up questionnaire by using the form set out in the STC or any other form later made available by BRD. The Supplier is informed that the response to this questionnaire is an integral part of the monitoring measures regarding the Services and Products to be rescued and enables the evaluation of the effectiveness of the Business Continuity Plan.

23.2. In this respect, the Supplier acknowledges and commits to BRD that in the event of an incident or difficulty, the purpose of the business continuity measures and processes to be defined and implemented will be to:

- continue the provision of the Services and Products subject to this Contract and ensure the protection of all related information;

- communicate or allow access to, including on the premises, information about the conditions of service continuity, in compliance with the regulations relating to disclosure of information, subject to the confidentiality obligations with third parties and the legal requirements.

B. Activation of the Business Continuity Plan

Disaster impacting the Supplier Resources

“**Disaster**” means any event that causes or might cause significant damage which, for all or part of an organisation, would stop the organization from successfully performing its activities

23.3. In the event of a Disaster, the Supplier undertakes to ensure continuity of the provision of Services and Products, to implement the measures described in the Business Continuity Plan included in the STC and it has the obligation to continue to provide the Services to BRD in compliance with the provisions and the SLA included in the STC. The Supplier must inform BRD according to the Chapter XXI « Notifications » of the GTC.

23.4. In the event of an extreme scenario (e.g. cyber attack), the Supplier undertakes to implement the emergency measures required to guarantee the survival of the Services and Products and reduce the impact on BRD, depending on the nature of the Services and Products included in the Contract and in compliance with the conditions agreed with BRD.

Disaster within BRD's premises

23.5. The Supplier undertakes to assist BRD, as from receipt of the notification of Disaster, sent according to the Chapter XXI « Notifications » of the GTC. The Supplier also undertakes to propose any possible solution and human and material resources enabling it to continue the Contract concerned at the BRD's costs.

23.6. For the sole purpose of continuing the duties under the Contract, in the event that BRD should implement a continuity plan, the Supplier undertakes to keep available at all times to BRD the updated list of recipients of the notification of Disaster necessary for the activation of the measures to maintain the SLA.

Business Continuity Plan testing

23.7. The Supplier undertakes to test the BCP every year on crisis scenarios impacting the Services and Products subject to this Contract and to present BRD a report of the aforementioned tests.

23.8. In the event of test results that do not meet the requirements defined in the BCP or by BRD within this Contract, the Supplier undertakes to, after implementing an action plan jointly agreed by the Parties, conduct another test and report to BRD again and to review the BCP if necessary.

23.9. Each year, BRD has a set number of days available for testing, as defined in the Business Continuity Plan attached to the STC, in order to occasionally verify, at its own responsibility, the effectiveness of emergency procedures. In this regard, the Supplier undertakes to participate in tests or exercises organized by BRD, at its request.

23.10. The costs incurred by the Supplier for tests or exercises are included in the overall price established in the Contract.

XXIV. P2R

24.1 The Services/Products provided under this Contract are considered by the BRD as services that are key to the continuation of its activities for purposes of Law no. 312/2015 *on the recovery and resolution of banks and credit institutions*, prevailing over any other provisions of the Contract, if any of the following occurs and BRD is subject to:

- a) crisis prevention measure, notified to BRD by the competent public authority; or
- b) crisis management measure, published on BRD website or on the competent public authority website, or
- c) any event having direct link to the applicability of such measures occurs,
- d) any request, in any case indicated below, from any authority responsible for the resolution, is made, then:
 - the Supplier will not be entitled to unilaterally terminate for convenience, suspend, nor modify the Contract, for any reason; and
 - any other right of the Supplier to terminate the Contract for default will be subject to a prior written notice with at least 90 calendar days before the end date and may be exercised only if the BRD has violated its essential contractual obligations; and
 - The Supplier accepts and recognizes that, in a resolution procedure or in the event of reorganization of activities carried out as a result of the resolution, as appropriate, the Services/Products may be terminated or transferred (a) to a third party beneficiary designated by the BRD, (b) to a third party beneficiary designated by the resolution authority, (c) to a third party provider designated by the BRD or (d) to a third party provider designated by the resolution authority, without the prior consent of the Provider being required. In either case, the Provider is required to allow the transfer of Services under the same contractual conditions applicable prior to the transfer and to provide full, effective and unconditional support for the transfer, under the conditions of Chapter XXV — Transferability from the Agreement, which becomes fully applicable also in the case of a resolution procedure.

24.2 For the purpose of this chapter:

- the terms “*crisis prevention measure*” and “crisis management measure” have the meaning as defined in the aforementioned law;
- “BRD’s essential contractual obligations” Parties means BRD’s obligation to pay the price of Services/Products, in accordance with the provisions of the Contract;
- “third-party beneficiary” and “third-party provide” means any entity within the BRD Group, or outside the BRD Group, to which the Services/Products subject to the Contract will be transferred and/or assigned

24.3 The provisions of this chapter relating to the banking resolution will not restrict the right of the Supplier to terminate the Contract as a result of the BRD's breach of essential contractual obligations.

XXV. TRASFERABILITY

25.1 Since the Supplier has control over the provision of Services and Products to BRD, the Supplier undertakes that, in the event of termination of the Contract - regardless of the reason, including in the event of insolvency, liquidation, or cessation of the Supplier's activity - to ensure the transferability of the Services and Products so as to allow BRD or the provider chosen by BRD to take over the operation of BRD Data and continue to provide the Services and/or deliver the Products, as well as all elements that would have been offered to the Supplier in the provision of the Services, without interruption and under optimal conditions, in compliance with the Transferability Plan included in the STC.

25.2 As such, the Supplier undertakes to ensure easy access to BRD Data, as well as their portability in a structured and commonly used format, which allows the recovery and return of BRD Data in any situation of termination of the Contract, in accordance with market standards and with the guarantee of their availability, authenticity, integrity and confidentiality. Furthermore, the Supplier shall transfer to BRD any programs, hardware or other software made available by the Supplier to BRD within the framework of the Contract.

25.3 The Supplier finally undertakes to ensure the irreversible destruction of the BRD's information which would have passed to the Supplier, in the conditions defined in the "Transferability Plan" .

25.4 At the BRD's request, assistance services may be provided by the Supplier to reload BRD data extracted from the Service onto the system chosen by BRD, subject to the payment of estimate costs accepted and assumed by BRD.

XXVI. OUTSOURCING

26.1 Depending on the categories of contracted Services, the Parties shall stipulate in the STC the cases and conditions of their outsourcing, in compliance with all legal and regulatory requirements applicable to BRD.

XXVII. GOVERNING LAW AND DISPUTES RESOLUTION

27.1 This Contract is governed by the Romanian law.

27.2 Any possible disputes between the Parties with regard to the validity, performance or interpretation of this Contract shall be solved amicably, and, if it is not possible, the litigation shall be submitted to the competent courts of justice.

XXVIII. INSURANCE

28.1. The Supplier declares that it has taken out insurance with a reputable insurance company to cover the consequences of its professional civil liability, its general civil liability/operations (including a clause on care, custody, and control, if applicable), as well as cyber insurance, up to an amount commensurate with the risks and responsibilities incumbent upon it both under common law and its contractual commitments, and in accordance with the customs of the profession.

28.2. If the damages caused by the Supplier's fault are not covered by the above-mentioned insurance policies or their value exceeds the limits of liability, the Supplier undertakes to pay additional amounts until the damage is fully covered.

28.3. The Supplier undertakes to maintain this insurance for the entire duration of the Contract and to inform BRD of any changes.

28.4. The Supplier must prove to BRD that it has taken out this insurance in response to BRD's request.

XXIX. FINAL PROVISIONS

29.1. The Parties agree that the Supplier shall automatically be in default, without any further formality, by the mere expiry of the deadline set for the Supplier's fulfilment of any obligation undertaken by it under this Contract. Also, the Supplier is in default regarding any negative obligations ("not to do" obligations).

29.2. Should one of the contractual provisions be deemed or declared invalid based on a law, regulation or decision of a relevant court of justice, the Parties will agree upon a new provision that shall replace the one that became invalid and which will meet, to the extent possible, the objective of the initial clause. All other provisions of the Contract shall remain valid and fully applicable to the Parties.

29.3. Should one Party waive or not insist on the accurate and precise performance of the obligations undertaken by the other Party, this shall not be construed as a waiver of such rights or of their enforcement unless the waiving Party confirms such waiver in writing.

29.4. Any change in the contractual clauses shall be made only with the written consent of the Parties, by addendum to this Contract.

29.5. Neither Party shall, without a prior written consent from the other Party, use names, trademarks and other distinctive signs of the other Party in the promotional materials or other written, video or audio materials meant for the public, whether made directly by the other Party or by third parties for the respective Party.

29.6. The correspondence between the Parties, as well as any document exchanged between the Parties during the negotiation of the STC, regardless of their form or medium, shall in no way qualify as an offer to contract, the provisions of Article 1182 para. (2) of the Romanian Civil Code not being applicable, regardless of whether the elements discussed could be considered as essential or secondary in the light of this legal text. Any proposals, terms and conditions, offers or any other similar documents, transmitted by BRD by any means, as well as any correspondence (including e-mails) containing terms and/or conditions object of the STC shall not legally bind BRD towards the Supplier and shall not constitute an offer to contract according to art. 1188 of the Civil Code, representing only facts of the negotiation between the Parties. The latter shall be bound to each other with regard to the performance of contractual obligations only by signing the STC.

29.7. The Parties agree, in accordance with Article 1185 of the Civil Code, on the necessity of making an agreement of will regarding the STC and all the terms applicable to the contractual relations between the Parties, and in the absence of such an agreement and the signing of the STC, the Parties cannot be considered to be legally bound and cannot be held to any contractual obligation.

29.8. The contractual relationship between the Parties is based on mutual trust, confidentiality and good faith.

29.9. The Supplier is appointed by the BRD to act for the purposes and under the conditions established by the Parties through the Contract, and the relationship between the Parties shall be that of independent contractors.

29.10. Neither Party shall have any right, power or authority to enter into any agreement /contract for or on behalf of the other Party, to assume any obligation or liability or otherwise bind the other Party.

29.11. The Contract shall not be construed to create an association, joint venture or partnership between the Parties nor shall it impose any partnership liability on either Party.

29.12. The following Annex is an integral part of GTC: Annex 1 – “ **US Persons recusal** ”.

Annex no. 1 – “US Persons recusal”

This Annex is an integral part of the General Terms and Conditions no.

US PERSONS RECUSAL**US Sanctions Regulatory Regime**

All operations and business dealings with a nexus to the United States or involving a US person must be conducted in compliance with U.S. sanctions laws and regulations.

A "US Nexus" is generally defined as a connection to or relating to the United States or the person(s), entities or subsidiaries of the United States. Non-U.S. Persons that executes a transaction outside the United States may be required to comply with US sanctions if that transaction has a sufficient US Nexus.

In addition, OFAC sanctions apply to any transaction involving a US person. A "Nexus USA" is:

- (i) a US citizen, US permanent resident alien, green card holder,
- (ii) an entity organized under the laws of the United States or any United States jurisdiction; or
- (iii) any person physically located in the U.S. for any purpose, even temporarily.

For BRD Supplier, US person means:

- Employees of the Supplier who are US citizens or who have permanent residence in the US, wherever they are located;
- Employees of Supplier of any nationality who are physically located in the U.S. (except for employees visiting the United States as tourists who are not making business decisions while on vacation).

Type of OFAC Prohibitions

In general, US sanctions laws and regulations strictly prohibit any direct or indirect relationship with sanctioned persons, entities or countries. These Procedures generally relate to OFAC designations classified as follows:

- Fully sanctioned countries: Cuba, Iran, North Korea, Syria, and the regions of Ukraine controlled by Russia. Sudan is also treated as a comprehensively sanctioned country as a matter of Group SG Policy. Any direct and indirect transactions involving sanctioned countries are strictly prohibited.
- Specially Designated National (“SDN”): any person or entity listed or owned 50% or more by a person or entity listed on OFAC’s special national list. Any entities owned, directly or indirectly, 50% or more by one or more SDNs are considered blocked persons and treated as sanctions targets by operation of law, regardless of whether the entity itself is specifically named on OFAC’s list.

“Targeted Sanctions” is a general term used herein to refer to any person, entity or country targeted under US Sanctions laws and regulations, including fully sanctioned countries and SDNs.

Indirect violations of sanctions:

All Supplier employees are prohibited from directly or indirectly engaging in, involving, or benefiting a Sanctions target in violation of US Sanctions laws and regulations. Prohibited activity includes indirectly facilitating the activity of, involving or benefiting a target of Sanctions. U.S. Persons employed by Supplier may not perform any action while employed by Supplier if the U.S. Person would be prohibited from performing such activity under U.S. Sanctions regulations. For example, a US person acting on behalf of the Supplier facilitating an operation from a Sanctions target could be considered a facilitator of activity in violation of US sanctions laws and regulations.

U.S. employees of the Supplier may not participate in any transaction involving a Sanctions target. If a US Person employed by Supplier becomes aware of any detail, business transaction or transaction involving a Sanctions target, then the US Person employee is prohibited from participating in the business transaction or transaction. The employee must (1) recuse himself from the matter, business transactions, or transactions involving the target of Sanctions and (2) escalate his recusal to management for review. In addition, U.S. Person employees may not indirectly facilitate activity prohibited by the objectives of the Sanctions.

Examples of indirect participation in transactions involving Sanctions targets include, but are not limited to, those listed below. Employees of the U.S. Supplier may not participate in the following:

- Processing transactions between the Provider and a target of Sanctions (for example, transaction processing);
- Accepting payments from Sanctions targets;
- They are involved in the review, approval or decision-making processes related to any relationship with the sanctions objectives;
- Benefit directly from the relationships between the Supplier and the targets of Sanctions (for example, they receive income from commissions);
- Are included in communication related to any relationship with Sanctions targets (eg, attending a meeting, actively participating in an email);
- Uses a Sanctions objective as an intermediary (for example, approves the transport of goods transhipped through Iran);
- Participate in an off-site event hosted by a Sanctions target; and
- Provides information (eg, pricing or research) to businesses that ultimately benefit a Sanctions target.

US Person Identification Process

Under OFAC's strict liability standard, the US Person Supplier and employee may be liable even if the prohibited activity occurs without knowledge or intent of an OFAC violation.

All Supplier employees who are US Persons must immediately recuse themselves from any participation in the preparation, execution, supervision, approval or any other action related to Supplier transactions involving Targeted Sanctions and escalate the matter for review to company management.

US Person Identification Requirements

In order to ensure compliance with the US Sanctions regulations, the Supplier must identify US Person employees and provide them with a solution for US Person state registration as follows:

- They declare themselves as US persons;
- Update information (eg name of their manager); and
- Declare their intention to visit or move to the U.S.

The US person must:

- Use the US Persons Declaration Tool to timely declare their status; and
- Ensure information is up to date (eg location, manager).

The declaration process refers to all the Supplier's employees, regardless of the employment contract (ie, permanent contract, fixed-term contract, internal, part-time contract or temporary employees, referred to herein as "employees of the Supplier").

Failure to timely report US Person status creates the risk of violating US Supplier Penalties laws and regulations, which may include personal liability for the US Person employee.

Travel to the U.S.

Employees of the Supplier who intend to travel to the United States for professional reasons (including business trips within the U.S.) must, for each trip, undertake the following steps:

1. Complete the identification form indicating, prior to their departure or arrival in the U.S., that they are "traveling to the United States" with the start date and end date of their stay;
2. Do not send or respond to e-mails or participate in any conference calls related to any transaction prohibited by OFAC while physically located in the U.S.

Employees of the Supplier who travel to the US for personal reasons do not need to declare their trip, as they are not working for the Supplier and are not using the professional tools during this period. However, if exceptionally and at the request of a Manager, a Supplier employee should work from the US during this trip, they must complete the identification form:

- Indicating that they are "traveling to the United States" with the start and end date of their stay; and
- Do not send or respond to e-mails or participate in any conference calls related to OFAC-prohibited transactions while physically located in the U.S.

US Person Recusal Requirements:

a. When to resign? A US person's obligation to recuse themselves from a business or operation arises immediately when the US person employee becomes aware of their involvement or inclusion in a relationship with a Sanctions target. No US person should be involved directly or indirectly in discussions or decision-making or in any action related to an activity prohibited under the US Sanctions regulations.

b. How to revoke: The US Person Revocation Process in BRD requires:

- Immediate elimination from the ongoing activity or operation;
- Escalation to the Manager by e-mail;

c. Immediate and complete disclaimer: If a US Person employee has become aware of their involvement in a relationship with a Sanctions Target, they must immediately execute a clear and complete Out of the Sanctioned Business. Specifically, the US person must immediately:

- (i) refrain from participating in any discussions, approval, analysis, decision-making, research or other actions related to the sanctioned activity (this includes explicitly requesting to be excluded from any email communication); and
- (ii) physically leave the meeting, stop any conversation or personal event.

d. Escalation of recusal information to Manager: After identifying a US nexus and ceasing any involvement in the ongoing business, the US Person employee should report the details of the recusal to their Manager. Escalation from the USP employee to his Manager must describe at least:

- The ongoing operation or business operation, including the parties involved;
- The role in the ongoing business;
- Knowledge of the full legal name and the relevant US Sanctions regime; and
- Any action taken by the US Person employee in furtherance of the sanctioned activity prior to the act of rejection.

The US Person also reports the details of the recusal to the Manager, along with the following information:

- Full legal name of the employee US Person;
- Department and team of the US Person employee (eg GLBA / NAT / TCF); and
- Email address of US person employees.

Teaching certain activities that a US person cannot perform:

If a US Person employee who is not a Manager has recused himself from a transaction, his supervisor must assign the activities that the US Person cannot perform to a non-US Person.

In addition, any US Person who is a Manager (and not an individual taxpayer) must have a qualified supervisor designated to act in his place, should the Recusal become necessary. The Supervisor must not only be qualified to adequately cover the US Person Manager's job responsibilities, but must be legally able to opine, supervise, approve, execute or otherwise be involved with a Target of Sanctions. Subordinates The US Person should report to the qualified supervisor in connection with a customer, transaction or business activity that may be subject to the OFAC Regulation.

Controls and reporting

Track US Recused Persons

In order to ensure that it maintains adequate oversight of its US sanctions regulatory requirements, Provider maintains a log of all US Person Recusals (the "Recusal Log").

The Recusal Log contains, at a minimum, the following information regarding each recuse event:

- Full legal name of the employee US Person;
- The structure and team of which the US Person employee is a part
- Email address of employees US person;
- US Person Manager; and
- The transaction, business operation or ongoing operation, including the parties involved and the role of the Supplier; and
- Knowledge of the full legal name and relevant US Sanctions regime.

Violation of the US Person Recusal Procedure and Incident Reporting

Examples of violations related to the Group Recusal Policy

Exemple 1	<p>A US citizen employee ("Employee A") works for the Company in France. Employee A's client requests advice on exporting goods of French origin to Cuba. The customer needs financing in EUR. Although the proposed transaction is permitted under EU regulations, it is prohibited by OFAC. Since Employee A is a US Person, Employee A should refrain from any action, Recuse of the transaction entirely and raise the matter with the local compliance officer.</p>
Exemple 2	<p>A Canadian citizen and US green card holder ("Employee B") works as an alert manager for the Company in Canada. Employee B is assigned a payment order for a transaction in Canadian dollars for a business in Cuba. Although Employee B is a Canadian citizen, Employee B is also a US green card holder and therefore subject to US sanctions laws regardless of their location in the world. Employee B must recuse immediately and inform his Manager. Although Cuban local currency transactions are legal in Canada, US persons cannot participate.</p>
Exemple 3	<p>Employee C is an American citizen who works for the Company in Hong Kong. Employee C is traveling to a business meeting with a client in Russia. Employee C is conducting an on-site review of a project involving a Russian energy company. The deal involves the financing of a traditional (land) oil drilling project in Russia. While on site at the project location, the client representative notes that the project has recently expanded to now involve deepwater drilling, and a portion of the funding has been used for the offshore component of the project. Employee C is a US person subject to US sanctions regulations and must comply with specific restrictions regarding activity in Russia. Deepwater drilling projects are subject to certain prohibitions under Russian sanctions. Employee C must immediately raise the issue to the company's management.</p>
Exemple 4	<p>Employee D is a Chinese national working for the Company in Singapore. Employee D is working on a structured finance project for an Iranian company denominated in EUR and under an EU license. Employee D is traveling to the United States to attend an unrelated business conference. During the conference, Employee D receives an email regarding the Iranian deal. Employee D's presence in the U.S. makes him a U.S. person while physically in the U.S. Employee D should recuse himself from any part of a transaction, transaction, communication, or other work that is otherwise prohibited under U.S. sanctions laws.</p>

Exemple 5	<p>A lawyer, employee E, is a dual UK / US citizen working in France. Employee E's manager asks them to review a contract for a EUR credit line for a client in Cuba. As a US citizen, Employee E is prohibited from participating in any transactions related to Cuba. The only advice that Employee E is allowed to give related to a transaction related to "Cuba" would be whether or not the transaction complies with OFAC sanctions. US persons employed under legal or compliant conditions are only authorized to provide compliance and/or legal advice regarding whether or not a customer or transaction violates OFAC sanctions.</p>
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In temeiul art.3 alin.1 lit.c) din Legea nr.51/1995, atest faptul ca data la care mi-a fost prezentat acest document in scopul de a-i conferi data certa, este 27.04.2026.

**Numar de inregistrare 1/27.04.2026
av. Rosu Eusebiu Severin**