

1. GENERAL PROVISION REGARDING THE RELATIONSHIP WITH THE BANK

1.1. Introduction. Contents. Application rules

Introduction

The relationships between BRD-Groupe Société Générale SA and its natural person clients are governed by General Banking Conditions, by the provisions of the forms specific to each product or service, by the Bank's regulatory documents, legal provisions, the Regulations of the National Bank of Romania, as well as by the internal and international banking customs and practices. These relationships are based on mutual trust, confidentiality and good faith.

BRD - Groupe Société Générale is identified by the following:

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- Fiscal code 361579, Trade Register number J1991000608402, EUID ROONRC.J1991000608402
- registered with the Register of Credit Institutions under no. RB-PJR-40-007/18.02.1999
- Code for VAT purposes: RO 361579
- Certificate CNVM no. 255/06.08.2008, recorded in the Public Registry of CNVM under no. PJR01INCR/400008

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Application rules

These General Banking Conditions form the general framework in the client-bank relationship. Together with the annexes, contracts, applications and specific forms, concluded by the Client for each product/service, as well as the Fee Guide, they constitute the **Contract** between the Client and the Bank.

The terms contained in this Chapter 1. GENERAL PROVISIONS REGARDING THE RELATIONSHIP WITH THE BANK are applicable in relation to any natural client, regardless of whether the contractual provisions applicable to the product/service contracted by the Client are regulated in the very content of this document or separately, by specific contracts/documents.

Regarding each contracted product/service, the clauses included in this chapter 1. GENERAL PROVISIONS REGARDING THE RELATIONSHIP WITH THE BANK shall be supplemented with the specific contractual clauses applicable to it, included, as the case may be, in other chapters/sections of this document, in the applications/forms by which the Client requests the respective product/service, as well as, as the case may be, in the contracts/documents specific to each product/service.

In addition, the contractual provisions applicable to payment products/services/attached to a payment account, listed in Chapter

3. SPECIAL PROVISIONS APPLICABLE TO EACH TYPE OF PRODUCT/SERVICE or regulated by separate contracts/documents are supplemented with the provisions of Chapter 2. ACCOUNTS AND PAYMENT SERVICES – GENERAL RULES.

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

1.2. Definitions and interpretation

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

3D Secure - a security protocol for online card transactions on websites that own this service and display the logos: "Visa secure" or "MasterCard Identity Check".

Accepting Party: means any: (i) entity (public institution or person, regardless of their legal form of organization, authorized by law to carry out economic activities) that has concluded a card acceptance contract with a commercial bank, or (ii) unit of a commercial bank or bank ATM that allows card operations.

ANAF: National Agency for Fiscal Administration.

Apple Pay is a digital wallet type application offered by Apple Distribution International, whereby the Client can register the eligible cards issued by BRD - Groupe Société Générale S.A. to perform transactions using the Apple devices with NFC technology (such as mobile phone - smartphones, smartwatches, bracelets etc.)

Authentication: the procedure allowing the Bank to verify the identity of a Client or the validity of the use of a Payment Instrument, including its customized Security elements.

Strict authentication of the Client: Authentication based on using at least two of the following elements: knowledge, possession, inherence and which are independent of each other and are designed so as to protect the authentication data confidentiality.

Payment Operation Authorization: procedure whereby the consent of the paying Customer is expressed for the execution of the Payment Operation. Consent for a payment operation may be expressed differently depending on the Payment Instrument used for initiating the respective operation. Therefore, consent may be expressed by: (i) the signature for payment operations arranged on paper or on specific forms/contracts; (ii) for remote bank services, respectively for cards: the use of the personalized Security elements indicated below in the definition of the personalized Security elements, under the conditions detailed in Sections 3.4 Bank card and, respectively, 3.5. Remote banking services;

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

Bank: BRD-Groupe Société Générale S.A., with the mention that any reference made to the Bank in the Contract shall be understood as including any of its territorial units (branch, agency, subsidiary).

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

Card: electronic payment instrument, through which the Holder/User has the cash availability from the Account/Accounts attached to the card.

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

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

Client: any natural person with whom the Bank, in view of the activities permitted by the banking law, negotiated a transaction, even if the said transaction was not completed and any natural person who benefits or benefited from the Bank's products/services, including the Account Proxy.

Financially vulnerable client: is the client whose monthly income does not exceed the equivalent of 60% of the average gross salary gain per economy, forecast in the last macroeconomic forecast, respectively the autumn forecast, published by the National Prognosis Commission in the current year for the following year or whose income in the last 6 months does not exceed the equivalent of 60% of the average gross salary gain per economy;

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

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

International phone/fax code - is the code of the country of origin of the phone/fax operator (e.g. ROU - Romania).

MyBRD Contact: the Bank's customer service which can be reached by phone numbers: 021 302 61 61 (number with normal fee available from any network) or *BANCA (*22622) (charged as a network call, from any number Orange, Vodafone, Telekom Mobile and RCS Digi Mobil), available in the time intervals mentioned on the Bank's institutional website under the Contact section.

Current account: basic element in relation to the Client, representing the support product for various banking services and products used for the execution of payment transactions. Any reference to the "current account" shall be considered to be including the "basic services payment account".

Payment account accessible online - payment account that can be accessed by the payment service user through an online interface.

Basic services payment account or basic services current account : payment account that offers the possibility to perform the following types of services: (a) services that allow all the operations necessary for the opening, administration and closure of a payment account; (b) services that allow funds to be deposited in a payment account; (c) services that allow cash withdrawals within the European Union, from a payment account, at a counter or from ATMs, during or outside the working hours of the credit institution; (d) carrying out the following payment operations within the Union: (i) direct debits; (ii) payment operations through a payment card, including online payments; (iii) credit transfers, including payment orders scheduled, as appropriate, at bank terminals, counters and through the credit institution's online facilities. The payment account (current account) with basic services is available in Lei. It is offered to Clients who do not have, at the time of the request, another payment account, including a basic services payment account, at a credit institution in Romania, unless the Client declares that they have been notified of the closure of the account. The fees charged for this type of account differ depending on the Client's classification in the category of "financially vulnerable clients".

Revolving account: an account opened by the Bank which grants the Client access to the financial resources offered by the Bank in the form of a credit line, only by means of a credit card. This account reflects all operations performed using the credit card, as well as the related fees, interest and insurance premium.

Contract: these General Banking conditions, which form the

general framework in the Client-Bank relationship, together with the annexes, respectively with the specific contracts, applications and forms, concluded by the Client for each product or service, as well as with the Fee Guide.

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

Exchange rate for card operations: the exchange rate applied to card operations when the current /revolving account currency is different from the transaction currency or the settlement currency of the card organizations, if applicable. Details of this are available on www.brd.ro.

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

Direct debit: a national or cross-border payment service for debiting a payer's payment account when a payment operation is initiated by the payment beneficiary based on the payer's consent.

Unauthorized account overdraft: the debit balance registered in the Current Account or the balance that exceeds the value of the credit line granted for the Current Account or the Revolving Account, resulted from the Payment Operations using the account and/or from the non-payment of the interest rates, fees and/or other amounts owed by the Customer. The unauthorized account overdraft is a payment obligation with immediate maturity from the date of its registration in the account.

Holder: natural person, holder of the account, holder of a Bank issued Card.

Custom security elements: differ depending on the type of product/service as described below. They are confidential and personal, must remain known only by the Client and must not be disclosed to anyone in any form, regardless of the context. These are:

(a) For Cards:

(i) The PIN code is a personal identification code provided by the Bank to be used for performing card Operations at POS and ATMs.

(ii) The CVC2 (Card Verification Code) and CVV2 (Card Verification Value) code is a three-digit code displayed on the back of the Card, which may be used for performing transactions over the Internet or through mail order, phone, fax or to enrol a Card in a digital wallet type service.

(iii) The e-Commerce password consists of the static password (defined by the Card Holder/User on the authentication page of a transaction) and a dynamically generated unique code for the validation of each online transaction performed on websites secured by 3D Secure ("3D Secure Code"). The 3D Secure code is sent to the Card Holder/User via SMS on their mobile phone number declared at the Bank, which is valid for 15 minutes. This method of authorization of online transactions applies only as an exception, only for the Card Holder/User who does not own the mobile banking application of BRD. The Bank reserves the right to refuse approval of transactions not accompanied by the e-Commerce password.

(iv) Biometric authentication is the authentication of the Card Holder/User through the mobile banking application of BRD, through biometric data - for example, but not limited to Touch ID (digital fingerprint), Face ID (facial recognition), for the authorization of transactions with cards enrolled in a digital wallet service and of card transactions on the Internet;

- Face ID (facial recognition): method of identification of the device owner based on secure authentication with advanced technologies that allow the precise identification of the face geometry by the device used.

(v) Token PIN (mPIN) - a 6-character code, defined by the Client at the first access to the YOU BRD Service (mobile banking channel) and used to authenticate card transactions on the Internet;

(vi) (vii) PIN code of the device from which the digital wallet service is accessed.

(b) For remote banking services: (i) For the MyBRD Contact service: MyBRD Contact identifier and numerical access Password; (ii) for MyBRD SMS service: PIN; (iii) for the Internet and mobile banking service YOU BRD, as well as for any other remote banking services: The personalized security elements defined in the specific contracts/documents concluded between the Client and the Bank.

Fee Guide: The fees and commissions guide for natural persons, an integral part of the Contract.

Google Pay is a digital wallet type application offered by Google, whereby the Client can register the eligible cards issued by BRD - Groupe Société Générale S.A. to perform transactions using devices with Android operation systems and compatible with the NFC technology (such as mobile phone - smartphones, smartwatches, bracelets etc.)

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

Groupe Société Générale - a banking group carrying out organized activities at international level, of which the Bank is a part. To see the complete structure of the BRD Group and Société Générale, please visit: <https://www.brd.ro/despre-brd/noutati-si-presa/ultimele-noutati>.

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

Debit instrument: check, bill of exchange or promissory note.

Payment instrument: any custom device and/or set of procedures agreed between the Client and the Bank that allows the transfer of funds from the payer to the beneficiary. These include electronic payment instruments (cards and electronic payment instruments with remote access) as well as paper based ones..

Account proxy: natural person authorised to represent the Client, holder of the account, in relations with the Bank, designated by the Client at the opening of the account or subsequently, through the Bank forms used specifically for the appointment of the account proxy or through an authentic mandate expressly granted.

Multicurrency: option that allows the holder of a debit card in Lei to associate the card and other current accounts opened in his name with the Bank other than the current account in Lei initially attached to the card, under the conditions of Articles 3.4.1.6 and 3.4.4.8 below.

Payment Operation: action initiated by the Paying Client or by the payment beneficiary in order to deposit, transfer or withdraw funds, irrespective of any subsequent obligations between the Paying Client and the payment beneficiary.

Payment Order: any instruction given by the Paying Client to the Bank or by the payment beneficiary to its Bank, through which order is given to execute a Payment Operation.

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

Card Organization: an international organization (Visa, Mastercard, etc.) that regulates the terms and conditions of use of cards issued under its own logo.

External Payments: Payment Operations in foreign currency (performed abroad or in Romania), as well as the Payment Operations in Lei performed abroad.

Domestic Payments: Payment Operations in Lei, on Romania's territory.

Refusal of payment: the way in which the holder/user can challenge an unauthorized or incorrectly executed operation.

Legal representative: a natural person who has the quality of parent/guardian/legal guardian/curator/special curator and who

has the right and obligation to either conclude civil legal acts for and on behalf of a Client without legal capacity for exercise, or to assist a Client with legal capacity for in the conclusion of legal acts and, if applicable, to obtain the authorization of the guardianship court for carrying out certain operations.

Resident: natural person - Romanian citizen, foreign citizen and stateless person, domiciled in Romania, who presents identity documents issued according to the law.

Remote banking services: are services provided to the Client through the remote access Payment Instruments. BRD provides the following remote banking services: MyBRD SMS, MyBRD Contact service, YOU BRD service, as well as other services regulated by specific contracts/documents.

YOU BRD service: the Internet and mobile banking YOU BRD service. The terms and conditions specific to this service are subject to a specific contract concluded remotely between the Client and the Bank.

Durable support: any instrument which enables the payment service user to store information addressed personally to it, in a way accessible for future reference, for a period of time adequate for the said information purposes and which allows the unchanged reproduction of the information stored.

NFC technology (Near Field Communication) - technology based on a high frequency radio communication standard, which allows devices that have this function to exchange data by simple proximity at a short distance.

Terminal: electronic or mechanical devices (e.g. POS, virtual card acceptance terminals in the context of e-commerce (online), ATM (including MBA), ROBO, imprinter) that allow the cardholder/user to perform payment transactions, cash withdrawals, cash deposits in accounts, as well as other types of operations, such as: utility payment, balance inquiries, etc.

Terminal with contactless functionality: terminal displaying the contactless symbol, equipped with technology that allows quick transactions by simply approaching the NFC-enabled card/device (phone, watch, bracelet, etc.) and entering the PIN code and/or signing the transaction receipt, if applicable.

Contactless transaction: fast operation performed at a terminal with contactless functionality.

Contactless transactions that can be performed without entering the PIN code and/or signing the related receipt are those with a value lower than the limit set by the card organizations and European banking authorities. These limits are displayed on the Bank's website and may be modified at any time by card organizations or European banking authorities.

Token: a unique series of digits in digital format that ensure the secure substitution of the data of a Card registered by the Client in a digital wallet service or enlisted on the merchant's websites/applications. The Token number is different from the Card number, in order to increase the transaction security.

Credit transfer: national or cross-border payment service for the credit of a payee's payment account through a payment transaction or series of payment transactions made from the payer's payment account by the payment service provider at which the payer's payment account is opened, based on an instruction given by the payer. Credit transfer includes internal and external payments, as well as internal and external receipts.

Offline transaction: the transaction made with the card at a terminal that accepts transactions without obtaining an authorization code from the issuing bank of the card and for which the funds are not blocked at the transaction date, but the account is debited with the value of the transaction at the settlement date.

User: natural person in whose name the Client, account holder (by using the Bank's standard forms and providing identification data) has requested and the Bank has approved the issuance of a card, the Client, account holder, granting them the right to perform

transactions in their current account / revolving account as an Authorised Person on the Account.

Banking day: represents a banking day (except for Saturdays and Sundays and other public holidays recognized in Romania) when the Bank carries out specific activities and it is open to the public.

In these General Banking Conditions, the singular use of the defined terms also implies the reference to their plural and vice versa.

1.3. Establishing a relationship with the bank and its operating rules

1.3.1. The Client may enter into a business relationship with the Bank and/or contract banking products/services through the Bank's network of units, as well as, as the case may be, through the channels of entry into the relationship/remote contracting provided by the Bank.

1.3.2. In order to enter into relationship with the Bank and/or to contract banking products/services, it is necessary for the Client to fill in and sign the standard forms of the Bank, accompanied by the documents requested by it.

1.3.3. The Bank provides the products/services requested by the Client only to the extent that its own eligibility conditions are met, according to the Bank's policy and regulations in force. For clients who enter into relationship with the Bank, open accounts or other products remotely, as well as for certain categories of clients, such as minor clients, the Bank may establish additional eligibility conditions or restrictions. As an unlimited example, accounts with basic services, as well as accounts with minor holders can be opened only through the territorial units of the Bank.

1.3.4. Agency. In relation to the Bank, the Client may be represented, as the case may be, by their legal Representative or by a mandated person empowered by an express mandate (authenticated by a notary public or granted through the forms provided by the Bank for this purpose, if applicable), in accordance with the applicable legal provisions and the Bank's policy on customer knowledge, anti-money laundering, and combating terrorist financing. Any mandate granted by the Client through the authorized bank designation forms is considered given for a period of 15 years, with the possibility of revocation at any time. The Client undertakes to notify to the mandated person regarding the duration of the mandate and the rights provided to the latter through the mandate. The authorization of a person to represent the Client in the relations with the Bank remains valid until the date of receipt by the Bank from the Client of a written or telephone notice (via MyBRD Contact) regarding the revocation, its amendment by the Client, its waiver by the mandated person with the prior notification of the Client or until the death of the Client. In the latter case, the termination of the mandate shall become enforceable against the Bank from the date of the Bank's notification, by submitting a death certificate or a written or verbal notification in any unit of the Bank. The Bank is entitled to request any documents it considers necessary about these changes. The Client is liable to the Bank for any loss suffered by it as a result of not bringing to the attention of the Bank any restrictions or limitations regarding its mandated persons, including the Account Proxy. In the event of a dispute or a conflict of any kind regarding the designation, limits or revocation of their mandate, the Bank shall have the right, until the dispute is settled, proven by presenting satisfactory documents for the Bank, to block the access of the Proxy to the Client's account and in general not to comply with the requests/instructions made by the agents appointed on behalf of the Client.

1.3.5. Minor clients, as well as any other Clients without legal capacity or with limited legal capacity, as well as their legal representatives, undertake to observe exactly the legal provisions

regarding the protection of these categories of persons when concluding legal acts and the decisions of the competent courts/authorities and understand to exempt the Bank from any liability for the ordered operations/legal acts concluded by them, including if they violate the limits provided by the applicable law and/or the relevant court decisions. The Client and/or, as the case may be, the legal representative undertakes to notify the Bank and to update the data and information/documents provided to it as soon as there are changes regarding the Client's legal capacity, including but not limited to the acquisition/loss/limitation of the Client's legal capacity, the restriction or termination of the legal Representative's right to represent the Client/to approve acts on his behalf, as a result of the law or of competent court/authorities decisions. The Bank is relieved of any liability for any damages caused as a result of non-compliance with these obligations.

1.3.6. Minors may contract and use the products/services made available to them by the Bank as follows: those under 14 years of age only through legal representatives; those between 14 and 18 years of age with the consent of legal representatives, agreement materialized by signing specific documents.

1.3.7. The legal representative of the minor Client undertakes that all the operations that he will perform on the Client's account will be operations necessary for the maintenance of the minor and will not exceed the scope of the acts/operations that can be performed by the legal representative without the consent of the family court/guardianship authority/family council, if the latter exists, as well as, as the case may be, the scope of the operations that the legal representative is authorized to perform on the basis of the decision of the competent court.

1.3.8. The minor client under 14 years of age and his legal representative undertake that the acts / operations that the Client will perform alone will not exceed the scope of the acts / operations allowed by law for minors without legal capacity, namely (at the date of conclusion of the contract): conservation acts; provisions of small value, current in nature and to be executed at the time of their conclusion; other acts expressly permitted by law. To the extent that, after the conclusion of the contract, the scope of these acts allowed to minors without legal capacity will change, the Client and the legal representative are obligated to comply exactly with the legislation so modified.

1.3.9. The minor client aged at least 14 years and his legal representative undertake that the acts/operations that the Client will be able to perform alone will not exceed the scope of the acts allowed by law for minors with limited legal capacity, namely (at the date of conclusion of the contract): conservation acts; administrative acts that do not harm the minor; acts of acceptance of an inheritance or acceptance of gifts without burdens; provisions of a low value, of a current nature and to be executed on the date of their conclusion. To the extent that, after the conclusion of the contract, the scope of these acts allowed to minors with limited legal capacity will change, the Client and the legal representative undertake to comply exactly with the legislation so modified.

1.4. Know your client. Information and reports for the purpose of tax transparency, CRS/FATCA. Prevention of money laundering and combating terrorism financing

1.4.1. The Bank has the obligation to verify the identity of its clients before establishing the business relationship or carrying out transactions, as well as throughout their relationship with the Bank. Also, the Bank has obligations regarding the prevention and combating of fraud, money laundering, financing of terrorist acts, tax evasion, as well as those regarding the provision of services to persons who may be subject to international sanctions. The client understands to fully cooperate with the Bank in order to carry out these checks, formalities and/or reports. For this purpose, the Client/Proxy undertakes to provide the Bank correctly and on time the data, information and documents that it will request in

accordance with this Section 1.4. “Know your client. CRS/FATCA. Prevention of money laundering and combating terrorism financing” and to fully fulfil its obligations under it. Otherwise, as well as if the Bank considers that the information or documents presented to the Bank are incomplete, contradictory or contain errors, or if the Bank has suspicions regarding the Account proxies, the nature of the operation or the documents underlying it, or regarding the conduct of fraudulent activities/operations, the Bank has the right to request additional information and documents, not to perform and/or to suspend the performance of the requested transactions, to block the Client's Accounts and access to any of the services and/or products contracted by them, not to allow the contracting of new products and services, as well as to terminate the contractual relationship with the Client.

1.4.2. When initiating the Client-Bank relationship, opening accounts or providing services, designating Account proxies, as well as for determining the circumstances and purpose of the operations, the Bank shall request the Client and the Account proxies, whenever it deems necessary, to submit information and supporting documents to verify their identity, to justify the transaction/operation performed, to identify the source of funds, the purpose and nature of the transactions performed through the Client's accounts and/or to determine the beneficial owners of these transactions. Also, the Client and the account proxies will deposit with the Bank the specimen of signature. The Bank shall not open or operate anonymous accounts, for which the identity of the Client or the beneficial owner is not properly known and highlighted, nor accounts under fictitious names. The appointment of an account proxy shall not take effect until all documents necessary for its identification and the signature specimen is submitted by the proxy. If a client is represented in the relationship with the company by another person acting as proxy, curator, guardian or in any other capacity, the Bank shall verify the information and supporting documents regarding the identity of the representative, as well as those concerning the nature and limits of the power of attorney. The identity verification shall also apply accordingly to the beneficial owner.

1.4.3. Tax information and reports. CRS and FATCA

1.4.3.1. For the purpose of annual FATCA and CRS reporting, the Bank is required to collect and verify, and the Client is required to provide to the Bank (both at the commencement of the relationship with the Bank and when updating personal data and information), the CRS and FATCA-related information detailed below, including the TIN/NIF code from the country or countries of tax residence (if such a code is issued in accordance with the applicable legislation), and to duly complete the declarations/forms requested by the Bank. For the purposes of this document, “**NIF**” means the Tax Identification Number (or its functional equivalent if there is no tax identification number) assigned by the Tax Authorities of Romania/other countries of tax residence, and “**TIN**” means the U.S. taxpayer identification number, mandatory to be collected from US customers; for natural persons, TIN is equivalent to SSN (“social security number”) and for entities, TIN is equivalent to EIN („employer identification number”).

1.4.3.2 CRS (Common Reporting Standard) is an automatic information exchange mechanism whereby the Bank is required to collect and report to ANAF CRS information on its clients.

Are considered “**CRS information**” the data and information regarding the tax status of the Account Holder Client, the reportable person (any tax resident in a reporting jurisdiction who holds accounts that are subject to FATCA/CRS reporting), including the NIF/TIN code of the country(s) of tax residence, as regulated by the Fiscal Procedure Code. At the time of the opening of the relationship with the Bank or any account by a new

or existing Client, including in the event of a change of circumstances (e.g. a change of country of tax residence), it is necessary for him to give a declaration on his own responsibility (“**CRS self-certification**”) with regard to tax residence(s), including the NIF/TIN code, status or/and, where applicable, information on the persons controlling the entity/entities (beneficial owners) for the purpose of provide CRS-specific evidence. These are the following CRS indications: the client declares their tax residence country/countries in a CRS country, different from Romania, the client identifies themselves with an identity document issued by a CRS country; country of domicile/residence/correspondence in a CRS country; a phone number/contact details from a CRS country and no phone number from Romania; a valid power of attorney or signature delegation granted to a person with an address in a reporting jurisdiction; an address with the mention „poste restante” or „in care of” in a reporting jurisdiction, in case the reporting financial institution does not have any other address on file for the pre-existing individual account holder. All provisions relating to CRS in this document will be supplemented by the provisions of the Fiscal Procedure Code.

1.4.3.3. FATCA is the acronym for the U.S. law called the „Foreign Account Tax Compliance Act”, representing a set of legislative measures adopted in March 2010 by the United States Senate with the aim of preventing and reducing tax evasion generated by cross-border activities of U.S. residents. It requires foreign financial institutions (registered in a country other than the USA) to report U.S. clients, including those living outside the USA, to the Romanian Tax Authority (ANAF), which subsequently sends the information to the American Tax authorities (IRS - Internal Revenue Service). FATCA was implemented within the national regulatory framework through Law no. 233/2015 on the ratification of the Agreement between Romania and the United States of America for the improvement of international tax compliance and for the implementation of FATCA. In order to confirm the status of the Client in relation to the FATCA regulation (respectively his status as a US person – as detailed below), the Client is required to give a statement on his own responsibility (“**for the confirmation of status or FATCA**”). This statement is valid only if signed, dated no later than the date of its receipt by the Bank and contains all the information for the identification of the account holder, including the provision of the TIN code issued by the IRS, the country and the place of birth of the account holder, so that the FATCA status of the account holder can be established. The declaration may be signed personally by the account holder or through a legal or conventional Representative, in the latter case on the basis of a special mandate from the account holder. For the purpose of this document, **a US person (or an American)** is any natural person regulated by USA laws, obliged to pay taxes in the USA. People in the USA are American taxpayers whether they live in the USA or outside the USA territory. The indications that a natural person may be considered a “Person from the USA” are as follows: (i) the client is a USA citizen; (ii) the client is a USA resident (holder of a Green Card) and holds a Tax Identification Number (TIN); (iii) the client has a USA address (primary address/ mailing address); (iv) the client's place of birth is in the USA; (v) the client's current phone number is from the USA; (vi) the client has set up a scheduled payment order for transferring funds from a BRD account to the same beneficiary/same account in the USA (at least 3 transactions, with the same amount, to the same beneficiary/same account in the USA, carried out over the course of a year); (vii) there is a power of attorney or signing authority on the client's account, currently valid, granted to a person with an address in the USA (proxy given to a person with a USA address). The presumption of the existence of a financial account for the US person applies when at least one US indication is identified for at least one of the account holders and the account holder does not provide proof of his or her status as a non-US person under FATCA regulations. Person who refuses to present the documents required for

clarification of its status as US Person, refuses to give its consent to be reported according to FATCA requirements, did not respond to the request for information within the set deadline, although US indications were found, they were not updated or confirmed is a FATCA non-compliant Client. The Bank does not accept the establishment of a relationship with any new FATCA non-compliant Customer.

1.4.3.4. The Client agrees that the Bank shall report to the authorities any information regarding its identification data, current and future financial accounts, including account number(s), balance or value of the account(s), any income generated in relation to the assets held in the account(s), as well as any other information provided by the Fiscal Procedure Code. This information may be reported by the Bank to (i) any authority to which the Bank is required to provide information, including tax authorities, (ii) any other entities that the Bank considers relevant under FATCA and CRS regulations, in order to prevent a potential breach of these regulations, and (iii) any entity to which the Bank decides to entrust all or part of the FATCA and CRS reporting obligations, including any company that, at the time of the communication, belongs to the Société Générale Group.

1.4.4. Politically exposed persons. Senior public officials

1.4.4.1. With regard to **publicly exposed persons**, their family members and persons known as close associates of exposed persons, as well as persons who have the capacity of **senior public official**, the Bank applies additional „Know your Client” measures, and the Client undertakes to submit to the Bank any additional information and documents requested by it.

1.4.4.2. Public exposed persons („PEP”) are natural persons who exercise or have exercised important public functions.

1.4.4.3. A Senior Public Officer (SPO) is a natural person holding a specific position which is not classified in the category of positions exercised by PEP (public exposed persons), but who is significantly exposed to the risk of corruption and money laundering, and in relation to whom the Bank applies additional „Know Your Client” measures.

Details of the persons who fall into the categories listed in 1.4.4.1. and 1.4.4.2., according to the regulations in force/standards imposed at the level of the Société Générale Group, can be found on the Bank’s website, at the link: <https://www.brd.ro/persoane-expuse-public>.

1.4.5. Legal residence and tax residence

The country of legal residence is the country in which the Client is domiciled, proven by the Client’s submission of the documents issued according to the law, with the specification that the Bank reserves the right to request other additional documents, as it deems necessary, in accordance with the legal provisions and/or internal rules. In this respect, **is considered a resident** -a natural person - Romanian citizen, foreign citizen and stateless - domiciled in Romania, proven according to the information above.

The country of tax residence is the country in which, from a tax point of view, a natural person is subject to taxation according to the criteria laid down in the law of that country. The Bank shall consider that the country of tax residence for the purpose of taxation of the natural person is that mentioned in the official identity document, passport, or any other proof of identity presented by the natural person. Exceptions: if the natural person communicates another country of tax residence than that stated in the official identity document, passport, or any other identity proof presented, that represents the country of tax residence (for the purpose of FATCA/CRS reporting) and will be proven by the natural person by presenting another supporting document, namely an identity document or certificate of tax residence issued by the tax authority/competent authority to issue these documents according to the respective country legislation. If this certificate

is not presented, the Bank will consider the country that issued the official identification document, passport or other identity proof document as the tax residence country for tax purposes. The natural person who is not a tax resident in Romania and is a tax resident in a country that has concluded a double taxation avoidance agreement with Romania, and who receives income subject to withholding tax from the Bank (e.g. interest), in order to benefit from the application of the tax treaty that provides the withholding of a tax at a lower rate than that in the Fiscal Code, is obligated, according to Romanian legislation, to present to the Bank unit where they have an account opened, before receiving the income, the tax residence certificate issued by the tax authority/competent authority to issue such documents from their tax residence country, in original or a certified copy prepared by an authorized entity in Romania and accompanied by a certified translation into Romanian, valid on the date of income payment. In the case of income from interest, the date of income receipt is considered to be the date of interest registration in the current account or in the deposit account of the natural person.

The certificate of tax residence presented in a year when the Bank makes interest payments is valid for the entire current year and an additional 60 calendar days of the following year, if it does not contain specific provisions limiting the validity to a certain period of time.

Non-resident clients in Romania must provide the Bank with the tax residence certificate under the above conditions, up to the first interest payable and each following year up to 10 February, in order to benefit from the income tax reduction. Non-resident clients must also inform the Bank of their tax residence country and tax identification number assigned by it/its functional equivalent if there is no tax identification number available in the tax residence country, as well as any change in tax residence, including NIF/TIN.

1.4.6. Updating data. During the entire duration of the contractual relationship with the Bank, the Client has the obligation to update his personal data and information provided to the Bank (including, but not limited to, the data and/or documents identifying the Client and/or the account proxy, revocation of the proxy, the occurrence of any changes in the legal capacity, CRS and/or FATCA information, including the acquisition of the US resident status or fiscal code for CRS purposes, according to the FATCA or CRS reporting requirements, the NIF/TIN code, etc.) and to provide the Bank with any documents requested in this regard. The Client shall notify the Bank in the event of any such change in the information provided to the Bank and shall duly replace the documents submitted initially, within 5 working days from the date of the respective change. In addition, in case of change of circumstances regarding FATCA and CRS, the Client undertakes to provide a new declaration on his own responsibility valid within 90 calendar days from the occurrence of the change. Also, the Client will update this data periodically, at the request of the Bank, in accordance with the Bank’s policy of customer knowledge and regulations in the field. The update of the data may take place through the Bank’s network of units, as well as, where appropriate, through the remote channels provided by the Bank. Also, the change of the correspondence data in relation to the Bank (e-mail and correspondence address) and the consent to the processing of personal data for marketing purposes (including direct marketing and commercial communications), studies and analyses can be carried out by phone, by calling the MyBRD Contact service. Based on the information and documents submitted by the Client, provided that they comply with the legal requirements, the Bank will proceed to update their personal data. Until the Bank receives such changes from the Client, the Bank is entitled to consider the information and identification details in its possession as valid. The Bank is not liable for the potential prejudice caused following the failure to promptly notify and under safe conditions of such changes/completions, or in case the same were notified to the Bank by the Client without being followed by documentary evidence. If the Client does not comply with the

obligation to update the data and related statements and/or the information and/or documents offered by the Client are incomplete, or contain errors, the Bank has the right not to perform the transactions requested by them, to block the Client's accounts and access to any of the services contracted by them, not to allow contracting new products and services, as well as to terminate the contractual relationship with the Client.

1.4.7. The bank has the right to take any action it deems appropriate to ensure, anywhere in the world, compliance with obligations regarding the prevention and combating of fraud, money laundering, terrorism financing, tax evasion, as well as those regarding the provision of services to individuals who may be subject to international sanctions. **International sanctions** are restrictions and obligations in relation to the governments of certain states, non-state entities or natural or legal persons, adopted by the United Nations Security Council, the European Union, other international organizations or by unilateral decisions of Romania or other states, for the purpose of maintaining international peace and security, preventing and combating terrorism, ensuring compliance with human rights and fundamental freedoms, developing and strengthening democracy and the rule of law, and fulfilling other purposes, in accordance with the objectives of international community law and international law. International sanctions mainly target blocking of funds and economic resources, trade restrictions, restrictions on operations with dual-use products and technologies and military products, travel restrictions, transport and communications restrictions, diplomatic sanctions or in the technical-scientific, cultural or sports fields. **Blocking funds** is the prevention of any transfer, access to or use of funds in any way that would result in a change in their volume, character, location, owner, possession, destination or other change that would allow the use of funds, including portfolio management; **Blocking economic resources** is the prevention of the use of economic resources to obtain funds, products or services in any way, including through sale, rental or mortgage. The Bank has the obligation to comply with the decision of the authorities with powers in the field of implementation of international sanctions, including (but not limited to) the case of blocking funds/economic resources. Also, for the purposes referred to in this Article 1.4.7, the Bank may take any other necessary or appropriate measure, including but not limited to: requesting information and documents to the Client/the account proxy regarding the purpose of banking services to be carried out through the Bank, investigating the source of funds/their beneficiary, investigating and interception of payments made in and from an account belonging to the Client, including the presentation of supporting documents for the transactions carried out through these accounts, requesting investigations to determine if a person is subject to international sanctions, etc.

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

1.4.9. The bank reserves the right to refuse to carry out transactions made to/from the client's accounts or to terminate the relationship with the Client in case of false statements or if there are suspicions regarding the truthfulness of the statements made by the Client, including cases where they present payment instruments to the Bank that may be suspected of having fraudulent potential, creating payment risks, including those instruments that may affect the finality of settlement, falling under the sanctions provided by current legislation.

1.5. General obligation, rights and statements of the parties

1.5.1. In the performance of the Contract, in addition to any other obligations stipulated in it or in the specific documents/contracts, the Client undertakes:

(a) To pay on time the price of the products/services provided by the Bank, consisting, as the case may be, of the following components: fees, interest, foreign exchange costs, other costs. The values of the fees and costs practiced by the Bank are found in the Fee Guide, an integral part of the Contract, displayed also at the Bank's premises, on the Bank's institutional website and within the YOU BRD service. Also, the Client has the possibility to consult at any time the Fee Information Document. The document is available in electronic form on the website www.brd.ro, and in any BRD unit on a printed medium or on another durable medium. The currency exchange rates charged by the Bank are displayed within its units and on the bank's website www.brd.ro. The account holder client understands that he is the main person responsible for paying the amounts due to the Bank under the Contract. In addition, and only in case he does not fulfil his obligation to pay these amounts, he irrevocably and unconditionally authorizes the deposit of the necessary amounts for the payment of fees/commissions into his account by any of his authorized proxies designated on that account. In this regard, it agrees that the Bank, at the request of any proxy, shall provide details of the amount and type of fees. The client undertakes to periodically inform himself about the changes in the level of fees/interest, from the displays existing at the Bank units, on the institutional website of the Bank or through the remote bank services. The Bank may calculate late payment penalties for the amounts due to the Bank by the Client, and their total may exceed the amount due by the Client.

(b) To comply with the opening hours of the Bank, as displayed in its units.

(c) To submit to the Bank the documents requested by it in original or certified copy or, as the case may be, in another form required by the Bank.

(d) In the course of the interactions with the Bank through the MyBRD Contact service, in order to be identified over the phone, to answer the questions of the Bank representative and to communicate full and correct information, prior to the execution of the requested operation and/or the provision of personalized information.

(e) To comply with the rules of civilized conduct, including (but not limited to) the use of appropriate, non-violent language.

1.5.2. The client understands and accepts that:

(a) The Bank may transmit to the Credit Bureau, the Payment Incidents Centre, the Credit Risk Centre, the risk information, as well as information on credit products, payment incidents, fraudulent activity and inaccuracies in the documents/statements registered on behalf of the Client/account proxies, for processing and consultation whenever necessary.

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

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

(d) The Bank may grant the Client preferential fee conditions, for a specified period of time, as a result of a promotion or introduction into a salary or other monetary right payment convention, and upon termination of the promotional period/validity of the convention or upon termination of the convention by the Client, the standard fee conditions from that date or according to the clauses of the convention or the documents related to the promotion shall be applicable. The Bank may also grant such preferential conditions on the basis of the fulfilment of certain eligibility conditions established by the Bank, which have been communicated to the

Client. If the Client no longer meets the said eligibility conditions, the Bank shall have the right to apply the standard fee conditions from the date on which the Client no longer meets the respective eligibility conditions.

(e) The Bank may offset any outstanding obligation of the Client to the Bank with any payment obligation of the Bank to the Client, irrespective of the place of payment, the branch where the payment was made or the currency of any obligation. If the obligations are in different currencies, the Bank may convert any of the obligations into another currency, so that it can operate the offset, using the exchange rate the Bank uses on the offset date in the normal course of its activities for similar transactions. If there are multiple legal relationships or accounts between the Bank and the Client, in the event that the Client wishes to offset the active and passive balances, they shall address the Bank a written request to this effect.

1.5.3. In the case of commercially inactive Clients:

(a) The Bank may suspend the collection of certain fees due by the Client, such as: the fee for the administration of the current account/package of products and services/debit card, etc., and, if the Client becomes a commercial active Client again, to resume the collection of these fees, according to the Fee Guide in force and/or the conditions agreed by the specific contracts; and
(b) If the Client is commercially inactive for an extended period, the Bank has the right to close any account (except the current account with basic services), as well as any product/service attached to it and to terminate the relationship with the Client, by notification addressed to the Client. The provisions of 2.39.8 shall apply accordingly. Details regarding the suspension/resumption of the collection of fees/closing of the products/services and the relationship with the Client can be found on the Bank's website, by accessing the link: <https://www.brd.ro/tarife-si-comisioane>.

For the purposes of this Article 1.5.3:

(i) **Commercial active Client** means the Client who fulfils any of the conditions listed in (i.1) to (i.4), and, cumulatively, the condition at (i.5):

(i.1) carries out payment operations (except for the purpose of paying the fees and commissions due to the Bank / based on contracts concluded with the Bank) on any of the accounts opened with the Bank or

(i.2) records, in any of the current/savings accounts, a balance (or equivalent in the currency of the account) above the minimum limit set by the Bank, or

(i.3) opens a new current/savings account or

(i.4) has ongoing contracts for granting credit facilities or setting up savings products, concluded by the Client with the Bank or other entities of the BRD Group
and

(i.5) does not register delays of more than 90 days in the payment of obligations arising from credit facilities contracted with the Bank or other entities of the BRD Group.

(ii) **Commercially inactive Client** means the client who does not meet the conditions to be considered a commercially active client, as set out in point (i) above

1.5.4. The Client expressly agrees to the immediate application of any change in the interest rate due by the Bank and the exchange rate, without prior notice, if these changes are based on the reference interest rate or the reference exchange rate. Also, any change in the interest rate and exchange rate will apply immediately, without prior notice and, if applicable, with a frequency other than that established by the contract, if the change is to the benefit of the Client. The Client will be informed of these changes as soon as possible by displaying them at the Bank's units and via the Bank's website.

1.5.5. The Client declares that the information contained in all the documents provided to the Bank are real considering that false statements are punished according to the Criminal Code.

1.5.6. The Client freely expresses its consent to contract, with the intention of being bound according to the provisions of these General Banking Conditions for natural persons in their entirety and with the fully free intention of acquiring all the rights and obligations provided in these General Banking Conditions for natural persons, which it considers fair. The Client declares that the Bank has provided it with all the information and documents necessary for the Client to correctly understand the clauses of these General Banking Conditions for natural persons and all the aspects thereto.

1.5.7. All persons who are parties to various contracts concluded with the Bank, as: Legal representative, User (in the case of card contracts), co-borrower or guarantor (in the case of credit agreements), etc., declares that they have received a copy of these General Banking conditions for natural persons, have become aware and agree with their content, submitting to the applicable provisions of this document.

1.5.8. The Client understands and agrees that, in case of exceptional changes in circumstances that formed the basis of entering into a relationship with the Bank, independently of the Bank's will, The fulfillment of the Client's obligations assumed towards the Bank may become more burdensome due to an increase in the costs of performing them. The Client agrees to assume the risk regarding the occurrence of such circumstances, being bound to fulfil its obligations to the Bank regardless of such exceptional changes in circumstances underlying the entry into relationship with the Bank.

1.6. Confidentiality

The Bank and the Client undertake to comply with the confidentiality of all facts, data, documents and information arising from the Client-Bank relationship, except as provided by law or for the settlement of disputes related to card operations.

The Bank may send information of the nature of bank secrecy, within the meaning of Emergency Ordinance no. 99/2006, to third parties (including ANAF), under the terms and conditions stipulated by the provisions of these General Banking Conditions and/or the applicable legal provisions.

1.7. Amendment of the Contract

Unless otherwise stated in this document or in specific contracts concluded between the Client and the Bank, any amendments proposed by the Bank regarding the clauses of the contract will be brought to the attention of the Client by any of the agreed means of communication, at least 2 months before the date proposed for their application. The changes will be deemed accepted by the Client, unless the Client notifies the Bank in writing, before the proposed date for their entry into force, of the non-acceptance of such changes. In this case, the Client has the right to terminate the contract immediately and free of charge, before the proposed date for the change to take effect.

1.8. Term and termination of the Contract

1.8.1. The contract is concluded for an indefinite period of time. It shall enter into force on the date of signature of receipt by the Client with a handwritten signature or a qualified electronic signature or at the time when the parties express their consent in another way, according to the applicable legal provisions.

1.8.2. The contract may terminate (i) entirely, in regards to all products/services contracted by the Client, in which case the Client completely ceases the relationship with the Bank or (ii) partially, only in regards to one/some of the contracted products/services, in which case the Contract remains in force in regards to the products/services that are not subject to termination.

1.8.3. Unless otherwise provided in this document or in specific contracts/documents concluded between the Client and the Bank, the contract may terminate, in whole/in part:

(a) by agreement of the parties;

(b) by unilateral denunciation by the Client: (i) at any time during the Contract, with one month's notice; and if the Contract is

concluded remotely, within 14 calendar days from the conclusion of the Contract, without penalties. In this regard, the Client will go to any of the Bank's units and will complete a written denunciation request. The denunciation can be made without having to invoke any reason and subject to the prior payment of the amounts due to the Bank related to these services;

(c) by unilateral denunciation by the Bank, with a 2 (two) month notice;

(d) by termination by the Bank, without notice, notification addressed to the Client or other formality, in the following situations (i) the Client has been detected by the authorities that he is carrying out illegal activities, of the nature of economic-financial and corruption offenses (tax evasion, money laundering, bribery, etc.) and the Bank has been notified in this respect by the competent authorities (ii) in any other situation in which, according to Article 2.39 below, the Bank is entitled to close the Client's account.

(e) in the cases and conditions expressly specified in the Contract or in the forms, the specific contracts concluded between the Client and the Bank.

(f) in any other situations imposed by legal provisions/decisions of competent authorities, upon notification to the Client.

1.8.4. Any closure of the Client's last Account opened with the Bank results in the termination of the Contract with the Bank, unless otherwise provided in special contracts relating to products/services not associated with an Account, such as a safe deposit box.

1.9. Client-Bank communication

1.9.1. The correspondence addressed to the Bank by the Client shall be sent by registered letter with acknowledgment of receipt or any other means accepted by the Bank (depending on the manner agreed upon with the Bank in the contracts/forms related to the products and services). The registered letter will be sent by the Client to the unit where the current account/revolving account is opened, stated in the account opening form. The Client will always make sure that its notifications sent to the Bank will reach their destination within the prescribed term to be taken into account by the Bank. The documents drafted in foreign languages will be submitted to the Bank accompanied by their translation into Romanian with the authentication of the sworn translator's signature by a notary.

1.9.2. Unless otherwise provided by specific contracts/documents concluded with the Bank and/or by mandatory legal provisions, the transmission of correspondence/notifications to the Client by the Bank will be considered performed in any of the following cases: (i) The bank has a copy of the respective correspondence, signed by the Client; (ii) the correspondence is highlighted in a shipping document signed by courier companies or postal mandate; (iii) the correspondence was received by the client through alternative channels (www.brd.ro the Bank's website, MyBRD contact /phone, e-mail, fax, SMS, YOU BRD service, etc.). The correspondence sent to the Client by the Bank shall be deemed to be correctly addressed if it is sent to the last postal/e-mail address or to the last telephone number communicated by the Client to the Bank, according to the provisions of the contract.

1.9.3. By calling the MyBRD Contact service, at the coordinates indicated in Section 1.2. Definitions and interpretation, the Client may find out commercial information regarding the offer of products and services of the Bank, may request the establishment of meetings with the customer managers at the Bank's unit, may request personalized information about the products/services contracted with the Bank and may address various requests related to them, under the conditions regulated in the Contract. For customers aged 14 to 18 years, given that they do not have full legal capacity, the operations that can be requested through the MyBRD Contact service are limited, mainly aimed at blocking access to remote bank services and the use of cards, as

well as activation, unlocking, recovery, PIN regeneration for cards, activation/deactivation of Token.

1.9.4. The Bank may record and store audio and/or video conversations and electronic communications between the Client/Proxy and the Bank, including (but not limited to) those conducted through the MyBRD Contact service and/or related to remote bank services (MyBRD Contact service, MyBRD SMS, YOU BRD service, etc.), in order to ensure the best quality of its services, to prove the requests/agreement/option/preferences communicated by the Client and the Bank's response. The Client declares that it has informed and has obtained the consent of relevant persons (Proxy) for the recording of audio and/or video conversations and electronic communication messages. Furthermore, the Client agrees that the respective recordings constitute admissible and conclusive evidence (including in court) regarding the content of the recorded conversations/messages and may be used in any judicial, extrajudicial, administrative, or arbitration proceedings. The Client is entitled to refuse the recording of the respective conversation, at the time of its initiation, in which case the communication can be resumed by other means of communication available for the parties.→

1.9.5. If entering into a business relationship with the Bank, contracting products/services by the Client takes place online, it represents valid means of evidence and can be used in any judicial, extrajudicial or administrative procedures to prove the rights and obligations of the parties: (i) any electronic communication, transmitted by the Client's Bank during the procedure of entering into the business relationship/contracting, including by SMS, e-mail, displayed electronic messages and electronic documents communicated to the Client within the dedicated websites, etc.; (ii) any options or requests expressed by the Client and any other communications transmitted by him to the Bank by electronic means, in compliance with the procedure communicated by the Bank (by filling in or selecting fields on the dedicated internet pages, e-mail, etc.); as well as (iii) any audio/video recording made during the procedure of entering into the business/contract relationship.

1.9.6. Communication between the parties will be done in Romanian.

1.10. Force Majeure

The Bank and the Client shall not be liable for any loss caused by the disruption of the operations due to force majeure. The case of force majeure is any event unpredictable, inevitable and independent of the will of one of the parties, which absolutely prevents it from fulfilling totally or partially its contractual obligations (e.g. natural disasters, war, strikes). In case of force majeure, the affected party will communicate the occurrence of the force majeure event by phone or fax within a maximum of 5 calendar days, following that in the next 15 calendar days to send the Certificate issued by the competent authorities regarding the force majeure event, by registered letter or by submission to the Bank.

1.11. Governing Law. Disputes

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

1.11.2. This Contract is written in Romanian and governed by the Romanian law.

1.11.3. Any dispute shall be resolved amicably by the Parties hereto. Otherwise, it shall be settled by the competent court in the territorial jurisdiction of which the Bank unit where the Client has opened the account is located.

1.11.4. If the Client considers to have had its rights breached, it may resort to extrajudicial dispute solving procedures in the following ways:

- a) to notify the National Authority for Consumer Protection. At time of the conclusion of this Contract, the address of the National Consumer Protection Authority is: Bucharest, Bd. Aviatorilor nr. 72, District 1, additional information being available on the internet site www.anpc.ro, where the Client can fill out an online referral form. The Bank cannot be held responsible for the changes in ANPC contact details. These contact details are those valid at the time of signing the Contract.
- b) to refer to the Alternative Banking Dispute Resolution Centre («C.S.A.L.B.») established by Government Ordinance no. 38/2015 *on the alternative resolution of disputes between consumers and traders*. C.S.A.L.B. is an independent, non-governmental, apolitical, not-for-profit legal entity of public interest, in order to ensure the access of consumers in the banking field to resolution, by alternative procedures of dispute resolution, of the disputes between them and credit institutions. At the time of the conclusion of this Contract, C.S.A.L.B. is based in Bucharest, Str. Sevastopol no. 24 District 1, and more information about the procedures administered by it is available at the short number (021) 9414 and on the website: www.csalb.ro.
- c) to seek mediation procedure under Law no. 192/2006.
- d) to address the National Bank of Romania, with the head office on str. Lipscani nr. 25, District 3 Bucharest, 030031, additional information being available on the website www.bnr.ro.

1.11.5. In the event Client submits a complaint relating to payment services, the Bank shall respond in writing within 15 business days of receiving the complaint. In exceptional situations where the response cannot be given within 15 business days for reasons beyond the Bank's will, it will provide a provisional response indicating the maximum deadline for the Bank to submit the final response. However, the deadline for receiving the final response must not exceed 35 business days.

2. ACCOUNTS AND PAYMENT SERVICES - GENERAL RULES

2.1. At the Client's request, the Bank opens various types of accounts in lei or/and in foreign currency, such as: payment accounts (current accounts/current accounts with basic services, with or without debit cards attached, revolving accounts with credit cards attached); deposit accounts, savings accounts. At the Client's request, various products and services may be attached to any Account, in compliance with the Bank's conditions.

2.2. The Bank may open, in its records, technical accounts allocated to the Client, used exclusively for technical management needs, in connection with (i) the establishment of freezing measures (e.g. seizure, insurance measures, etc.), as well as with (ii) certain operations performed by the Client or requested by him, including, but not limited to: crediting accounts, extending the maturity of a payment obligation, collecting of the money premiums that are entitled to the Bank. By opening these technical accounts, no additional rights and obligations are born reciprocally for the Parties, in addition to those related to the Accounts opened by the Client. For the avoidance of doubt, the provisions of the contract relating to the accounts do not apply to these technical accounts.

2.3. The Client has the right to use payment initiation services and information services with regard to the accounts. The Bank shall grant access to payment initiation service providers (PISP) and to information providers on accounts held by the Client (AISP) on an objective, non-discriminatory and proportionate basis, to the extent that such accounts are accessible online, the under the terms detailed in section 3.5 Remote Bank Services.

2.4. In order to set up the products and/or services for which it is necessary to provide a balance in the account under this Contract/specific contractual documentation, the Client

undertakes to ensure this balance available at the date of contracting the respective products/services. If at the end of the day when the respective products/services were contracted the necessary amounts are not available in the account, these products will be automatically cancelled due to lack of funds. If the Client has due payment obligations in relation to the Bank, he understands and agrees that, first, these payment obligations will be offset, then it shall be proceeded to the establishment of the products and/or services for which it is necessary to ensure an available balance, if the applicable funds are available. The Bank reserves the right not to establish these products/services in the absence of available funds.

2.5. If the Client has opted for the account switching service, the Bank, as a new bank, will proceed to the opening of the current account/account relationships under the conditions detailed in Chapter 3.6. Account switching service.

2.6. Account proxy

The Client Account Holder, by filling in the forms provided by the Bank in this regard (the contract/account opening application, the separate form for designation/revocation of account proxies, the forms specific to the credit card provision documentation, etc.) or by a mandate authenticated by the notary public, expressly indicating the powers of the proxy. In the case of accounts opened online or through remote banking services, the Bank may restrict the designation of an account proxy at the time of opening the account, the Client having the possibility to subsequently come in one of the Bank units in order to designate a proxy for these accounts. The account proxy will always act only on behalf of and in the name of the Client Account Holder. The account proxy **designated in the Bank forms has the following rights:** (a) to carry out operations on the accounts for which they are designated as proxy, including via electronic payment instruments provided by the Bank - such as cards, remote access payment instruments like internet banking/mobile banking - to the extent not otherwise specified in the specific product documentation; (b) to open deposits from the respective Current Account, but only in the name of the Client Account Holder; the person(s) designated as proxies on the respective Current Account shall also be deemed as proxies for the deposits thus opened; (c) to liquidate the deposits of the Client Account Holder that were opened through the respective Current Account and to close their savings accounts, but only if designated as proxy for the said deposits/savings accounts; (d) to request personalized information regarding the products held as Proxy, including the issuance of account statements for the periods during which they hold such a capacity, with the mention that the account statement provided to the Proxy will include all operations performed on the Account during that period; (e) to request the blocking of the account in case of suspected fraud by contacting the MyBRD Contact service, with the note that account unblocking may only be requested by the Account Holder, either at the Bank units or by calling the MyBRD Contact service. When setting up a deposit by the Client Account Holder, they will have the right to appoint proxies on the respective deposit account. Any proxy on the deposit account will also be a proxy on the current account attached to the deposit. The account proxy **designated in the Bank forms cannot perform** the following operations: (a) closing/opening of current accounts on behalf of the Client Account Holder; (b) opening savings accounts on behalf of the Client Account Holder; (c) requesting loans on behalf of the Client Account Holder; (d) designating/revoking other proxies on the Account Holder's accounts; (e) clearing deposits consisting of a current account for which no proxy was appointed by the Account Holder. These operations may be carried out on behalf of the Account Holder only on the basis of an express authentic mandate granted to this effect. Regardless of whether the account proxy is designated by the Bank's forms or by a mandate authenticated by the notary public, their rights can be exercised only during the period when they have

the capacity of account proxy. In addition, the provisions of Article 1.3.4 shall apply to the account proxy. Agency.

2.7. Any operation (e.g. intra/interbank payments in Lei and foreign currency, payment of invoices, currency exchange, receipts, deposits and withdrawals of cash, etc.) ordered by the Client/Account proxy is carried out through the current account.

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

2.9. The Bank shall establish the banking route through which it executes the payment operation made by credit transfer, including the use of correspondent relationships.

2.10. In carrying out funds transfers abroad, several institutions may be involved. Thus, in addition to the payment service provider of the transferor (to which the transferor gives instructions for the payment) and that of the transfer beneficiary (who receives the payment according to the payment instructions), other entities may be involved: the correspondent bank (which has direct access to the international interbank network and facilitates international fund transfers that another bank cannot directly carry out) and, if applicable, one or more intermediary banks.

2.11. In the case of inter-bank receipts made by credit transfer in foreign currency, the currency for crediting the beneficiary Client's account will be the one mentioned in the Payment Instruction. If the currency does not correspond to the currency of the beneficiary account, the Bank will convert the amount into the currency of the Account to be credited, based on the Exchange rate used by the Bank on the day of the transaction and communicated to the Client through the statement of account.

2.12. In case of inter-bank receipts made by credit transfer in Lei, the currency mentioned in the Payment Instruction must correspond to the currency of the beneficiary Client's account, otherwise the Instruction shall not be accepted by the Bank.

2.13. In case of intra-bank receipts made between different clients of the Bank by credit transfer in foreign currency, the currency mentioned in the Payment Instruction must correspond to the currency of the beneficiary Client's account and the currency of the debited account, otherwise the Instruction shall not be accepted by the Bank.

2.14. The credited account will always be the one indicated in the Payment Instruction.

2.15. In case of receipts made by credit transfer in foreign currency that cannot be processed due to the breach of national or international regulations, the Bank shall not be held responsible for the delay of their receipt.

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

2.17. In the case of inter-bank payments made by credit transfer in foreign currency, the currency for debiting the beneficiary Client's account will be the one mentioned in the Payment Instruction. If the currency does not correspond to the currency of the debited Account, the Bank will convert the amount into the currency of the Account to be debited, based on the Exchange rate used by the Bank on the day of the transaction and communicated to the Client through the statement of account.

2.18. Before the performance of the payment, the Bank has the right to request documents that would permit checking the purpose of the payment, in compliance with the legal regulations in force.

2.19. If the Client requests cash withdrawals from the account in foreign currency of amounts less than EUR 5/USD/other currency, they will be exchanged in Lei at the Bank's rate on that day and issued to the Client in this currency.

2.20. If an error of the Bank is registered in the Client's Account, the Client expressly authorizes the Bank to correct, on its own initiative, without the prior consent of the Client, the amounts wrongfully entered.

2.21. The Bank may set certain limits/thresholds for payments for various payment instruments.

2.22. Payment Operations performed through Debit Instruments are made in compliance with the applicable legislation on cheque, bill of exchange and promissory note and with the legislation regarding the Payment Incidents Centre. The payment operations by debit instruments available in the Bank offer are mentioned in the Fee Guide. In the case of issuance of Debit Instruments, the Client must make sure the Account holds enough available funds for their payment on the issuance date (for cheques), and on the due date (for bills of exchange and promissory notes).

2.23. The bank is entitled, in case of unauthorized overdraft, to calculate, from the date of its registration in the account, the interest on the debtor balance of the current account or revolving account, according to the Fee Guide.

2.24. In the case of foreign exchange operations between accounts of the same Client opened at the Bank, the Bank will convert the amount into the currency of the Account to be credited, based on the Exchange rate used by the Bank on the day of the transaction and communicated to the Client through the bank statement. Any request of the Client for a foreign exchange operation, translated into the signing of a foreign exchange Order or of a specific contract for this type of transaction, either with immediate settlement or with another currency date, is irrevocable.

2.25. All costs coming from exchange rate differences shall be borne by the Client. In addition, in case of non-compliance with the given Order, as well as in case of modification by the Client of the Order transmitted to the Bank, all consequences, including, but not limited to damages, additional costs incurred by the Bank, are the responsibility of the Client.

2.26. If the Operations carried out under a specific contract are contested, the deadline for complaints is the one provided in the specific contract concluded with the Bank.

2.27. The Client will be permanently informed, through the specific channels of BRD, about the unavailability of a payment service and the expected deadline for remediation.

2.28. The client irrevocably and unconditionally authorises the Bank to retain, without this constituting an obligation for the Bank, from any account of the Client opened/to be opened at the Bank, any amounts due to the Bank or related to the financial services provided by it under mandate, such as commissions, fees, interest, penalty interest, the value of amounts representing unauthorized overdrafts, costs related to loans, insurance premiums, etc., without the prior approval of the Client, in case the specified account under the contract does not contain the necessary amounts to cover these expenses and, if applicable, to carry out foreign exchange transactions, at its own exchange rate, to recover the respective payment obligations, in the currency in which they must be paid, using the exchange rate for card transactions applied by the Bank on the day of the foreign exchange transaction.. In the case of deposits with automatic renewal, the amounts due by the Client will be debited at the maturity of the deposits, which are subsequently replenished with the amount resulting from the debit. The Client shall not be exempt from the payment of potential penalties for the amounts owed, nor will it be exempt from its registration with the entities collecting data on customers' creditworthiness. Based on Article 2030 of the Civil Code, the mandate granted to the Bank by this clause does not cease in the event of the Client's death, insofar as it applies to the performance of successive acts within a continuing activity that is ongoing (e.g. collection of monthly payments related to loans), while respecting the right of revocation or waiver of the parties or their heirs.

2.29. Information required for executing the credit transfer type payment order

2.29.1. For the correct execution by the Bank of a credit transfer type payment order, if the **Client is a paying Client**, it has the obligation to fill in the payment orders with the following information:

2.29.1.1. Internal credit transfer payments: (i) the name/title and account number of the paying Client (their IBAN account opened at the Bank); (ii) the name/title and unique identification code of the beneficiary Client; (iii) the payment amount; (iv) the date of issuing the Payment Order (day, month, year), which must be unique, possible, and certain. In addition to the information mentioned above, in the case of payments made **to the State Treasury**, the Client will also fill in the following mandatory elements: (a) the tax identification number of the Paying Client, namely of the beneficiary Client; (b) the payment record number, as assigned by the National Agency for Fiscal Administration; (c) the number of the Payment Order assigned by the Paying Customer; (d) references regarding the economic content of the Operation.

2.29.1.2. External credit transfer payments: (i) name / corporate name of the paying Client; (ii) IBAN code of the paying Client; (iii) payment amount; (iv) ordered currency; (v) name / corporate name and full address of the beneficiary for payments outside the EEA (European Economic Area); (vi) beneficiary's unique identification code; (vii) name and address of the beneficiary's payment service provider or its BIC code, for payments outside the EU / EEA -with the mention that, if both the name and the BIC code are provided, the Bank will use only the BIC code to transmit the payment to the beneficiary's payment service provider; (viii) issue date, which must be unique, possible, and certain; (ix) the fees section, which indicates the method of fee payment in the case of foreign currency payments or Lei payments made in favour of beneficiaries holding accounts opened with banks abroad, and must be filled in with OUR/BEN/SHA, depending on the client's option, as follows:

- **“OUR”**- all banking fees corresponding to the payment made by credit transfer are paid by the Paying Client (including the fees of the bank/intermediary banks).
- **“BEN”** - all banking fees corresponding to the payment made by credit transfer are paid by the Client beneficiary of funds subject to a Payment Operation (including the fees of the bank/intermediary banks)
- **“SHA”** - the fee of the Bank is paid by the Paying Customer, while the fee of the intermediary bank(s) and the fee of the beneficiary's bank is paid by the beneficiary Client.

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

2.29.2. If the **Client is the beneficiary** of a payment, it must communicate to the payer, before the initiation of the payment transaction, the following compulsory information, needed for the correct execution of the Payment Order: (i) the name/title of the Account Holder Client and the unique identification code, respectively the IBAN account number; the mention of the name of the account proxy as the beneficiary of the payment is not a correct identification, in which case the Bank reserves the right to refuse payment. The Client shall notify the payer that only the Account Holder Client may be the beneficiary of a payment; (ii) information on the Bank unit with which the Client's account is opened, the name of the Bank's central unit or, as the case may be, the territorial unit and/or, if applicable, the BIC Code (BRDEROBU).

2.29.3. The Bank shall be relieved of liability in the event of failure to perform, late or in an inappropriate manner, its obligations

under this Contract, caused by the actions or inactions of third parties (such as correspondent banks, agents, etc.) or by other reasons not attributable to the Bank.

2.29.4. The bank is not responsible for any delays or damages in case of incorrect or incomplete information provided by the Client, which led to non-execution, faulty execution, or delayed execution of the Payment Operation. In such case, the Bank shall make its best endeavours to recover the funds involved in the Payment Operation and is entitled to charge the Client a fee for the recovery operation, in accordance with the Fee Guide.

2.30. Authorization the credit transfer payment operation:

2.30.1. Payment operations ordered by the Client must be legally authorized by the Client or by his/her proxies, by expressing consent under the Contract.

2.30.2. If consent is expressed by the handwritten signature of the Account Holder Client and/or the Account proxy, it must be in full accordance with the signature specimen held by the bank.

2.30.3. The Bank relies on the real, correct and original nature of the signatures that appear on the instructions transmitted to the Bank by any means.

2.30.4. The Bank has no liability whatsoever in relation to the consequences that may arise as a result of fraudulent or abusive use of signatures or personalized security elements or failure to comply with the methods of authorization of payment operations as agreed by the Contract.

2.31. Receiving and accepting the transfer credit payment order

2.31.1. The moment of receiving the payment order is when the Bank receives this Order, if it is before the internal deadline (if applicable, depending on the operation) on a Business Day. The deadlines for payment order operations are presented on the institutional website www.brd.ro and displayed within the BRD units.

2.31.2. The time of receipt shall be considered the day agreed between the Bank and the Client, if the paying Client and the Bank agree that the execution of the payment order shall begin on a certain day.

2.31.3. Payment Orders received after the deadline or on a Non-Business Day shall be deemed to have been received on the following Business Day.

2.31.4. Receipt of Payment Orders is deemed to be: (i) in the case of a paper payment order, the date of submission to the Bank unit, mentioned on the form signed by the Bank; (ii) in the case of payment orders sent through remote bank services, the moment when the Client has expressed his consent under the Contract.

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

2.31.6. A Payment Order is considered valid if, cumulatively: (a) all the information necessary for the execution of the payment order is completed; (b) the payment order has been authorized under the contract; (c) in the current account indicated by the Client for the payment, there are the funds necessary for the payment and payment of the related fees.

2.31.7. After accepting the payment order, the Bank debits the current account with the related amounts, in order to execute the payment order, unless the Client agrees with the Bank that the execution of the order will begin on a certain day, in which case the debit of the account will be made at the time of the execution agreed with the Bank.

2.32. Refusal of the credit transfer type payment operation:

2.32.1. The Bank may refuse to execute a Payment Operation and may take any measure it deems necessary, including cancelling or blocking the Payment Instruments, if the Bank considers that: (i) the provisions of the Contract were not complied with, including but not limited to ensuring the available funds in the Account, completing the Payment Order with the necessary elements for its execution, incomplete or unclear instructions containing deletions,

cuts, overwriting of any kind, etc; (ii) the Client has not provided any requested supporting information/documents to the Bank; (iii) the instructed payment operation may violate certain legal provisions; (iv) the execution of the payment operation is prevented by the existence of a garnishment or a seizure, or other similar measures imposed on the Client's Account; (v) the payment operation raises suspicion of fraudulent or potentially fraudulent activity, money laundering or terrorism financing; (vi) the Client instructs a payment to an entity subject to international sanctions.

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

2.32.3. The Bank shall notify the Client, as soon as possible, by one of the following means: telephone, e-mail, SMS, by messages sent via the YOU BRD service about the refusal to execute a payment order and, if possible, about the reasons for the refusal, as well as the procedure for remedying the errors that led to the refusal, except in cases where the provision of this information is contrary to the legal provisions.

2.32.4. If the refusal is objective, the Bank is entitled to charge a specific fee, according to the Fee Guide.

2.33. Revocation of credit transfer type payment operations

2.33.1. The Paying Customer cannot withdraw its consent regarding a Payment Operation, after the Payment Order has been received and accepted by the Bank.

2.33.2. By exception, the Client may revoke a payment operation if the parties have agreed that the execution of the payment order will begin on a certain day, provided that the revocation is communicated by the end of the business day preceding the agreed day for the debit (e.g. direct debit, scheduled payment orders).

2.33.3. The consent expressed for the successive execution of several Payment Operations (e.g. direct debit, scheduled payment orders etc.) may be withdrawn, and any future Payment Operation, after the withdrawal of such consent, shall be considered unauthorised.

2.33.4. Any withdrawal of consent shall be made in writing (fax, e-mail, simple letter), and if the consent was withdrawn by another means of communication, the Client shall send to the Bank the written request as well, by the end of the business day preceding the day set for debiting the Account, otherwise the Client may be held liable for any damage incurred by the Bank.

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

2.34. Execution of the credit transfer type payment order

2.34.1. Depending on the type of Operation ordered by the Client, and on the internal deadline for receipt by the Bank, as stipulated in the Contract, as well as the time of debit of the payer's account, the maximum term for the Bank to execute the Operation (by crediting the payment account of the payment beneficiary's provider) is: (a) domestic payments: maximum T+1; (b) external payments: maximum T+1 for payments in euros or another currency, when the payment service provider of the beneficiary is located in the EU (European Union)/EEA (European Economic Area), namely maximum T+2 for payments in any currency, when the payment service provider of the beneficiary is located outside the EU/EEA. In the calculation of these periods, the national non-business days or non-banking days as well as those

of other States shall not be taken into account. "T" represents the date of receipt of the Payment Order by the Bank.

2.34.2. The bank is exempted from liability in case of exceeding the maximum execution term of payment orders, as mentioned above, as a result of the external banking circuit or in case of request for information/supporting documents by the bank or by the correspondent banks involved in their settlement and which can determine any additional actions, or in case of a time zone difference or any other causes not attributable to the Bank.

2.35. Liability

2.35.1. The credit transfer type payment order is executed by the Bank, regarding the payment beneficiary, based on the unique identification code provided by the Paying Client.

2.35.2. The Bank is not liable for the failure to execute or the faulty execution of a Payment Operation, with regard to the payment beneficiary, following the use of a unique identification code incorrectly provided by the Paying Client. In such case, the Bank shall make all reasonable efforts to recover the funds involved in the Payment Operation. If the recovery of funds is not possible, the paying Client may request the Bank by a written request, all the information available to it and that is relevant to the paying Client, in order to allow him to initiate legal action for the recovery of funds.

2.35.3. If the Client requests the recovery of funds as a result of its error, the Bank may apply a fee for the recovery operation according to the Fee Guide.

2.35.4. The Bank shall be liable to the Client for all losses caused, including any interest applied to the Client as a result of non-execution or faulty execution of the payment operation, solely due to the Bank's fault.

2.35.5. In the case of an unauthorized Payment Operation by the Client, about which the Client has notified the Bank, the Bank will immediately or, in any case, no later than the end of the next business day, refund to the paying Client the amount related to the unauthorized or incorrectly executed Payment Operation and, if applicable, will restore the Client's Account that was debited as if the unauthorized or incorrectly executed Payment Operation had not been carried out, regardless of whether the operation is initiated by the payer directly or through a payment service provider providing payment initiation services (PISP).

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

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

2.35.8. In the case of a payment operation initiated by the paying Client, the Bank, as the payment service provider of the paying Client, shall be liable to the payer for the correct execution of the operation, unless it can prove that the payment service provider of the beneficiary has received the value of the operation, in which case the latter becomes liable to the payment beneficiary and will immediately make available to the payment beneficiary the value of the payment operation. If the Bank is liable as the Client's payment service provider, it will reimburse the Client, without undue delay, the amount of the unexecuted or erroneously executed payment operation and, if applicable, will restore the account to the state in which it would have been if the defective operation had not taken place.

2.35.9. In the case of a payment transaction initiated by or through the payment beneficiary Client, the Bank, as the payment service provider of the payment beneficiary Client, shall be liable to it for the correct transmission of the payment order to the payer's payment service provider. In this case, the Bank guarantees that the

amount of the payment transaction is available to the Client immediately after this amount is credited to the Bank's account.

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

2.35.11. The paying Client bears, within the limit of EUR 30 or the equivalent in Lei, the losses relating to any unauthorized Payment operation resulting from the use of a Payment instrument that has been lost, stolen or used without any right, if the paying Client did not act fraudulently and did not intentionally breach its obligations regarding the issuance and use of the Payment instrument, including notification of its loss, theft or unauthorized use.

2.35.12. The paying Client shall bear all losses in connection with any unauthorized payment operations if such losses result from fraud or intentional non-compliance or from gross negligence of its obligations under the law and the contract.

2.35.13. If it is proven that the Bank is liable for the non-execution, malperformance or delay of a payment operation, the Bank shall also be responsible for the interest and fees applied as a result of the non-execution, defective or late execution of that operation.

2.36. Security conditions and corrective measures

2.36.1. The Client has the obligation to keep safe all the customized security elements of the Payment Instruments by means of which the operations are authorized.

2.36.2. The bank will ensure that the personalized security elements of the Payment Instruments are not accessible to any other parties besides the Client, who has the right to use the Payment Instrument.

2.36.3. The Client has the obligation to use the Payment Instruments in compliance with the legal provisions and with the Contract regulating their use.

2.36.4. The Client has the obligation to inform/notify the Bank without undue delay in case of loss, theft, unauthorized use of the Payment Instrument or any other unauthorized use, by means specific to each product of this Contract within the agreed terms and conditions. The Bank can be informed through the MyBRD Contact service, at the contact details indicated in its definition in section 1.2. "Definitions and interpretation", or if applicable, in other ways agreed with the Bank.

2.36.5. The Bank may block the Payment Instrument for reasons related to the security of the Payment Instrument, suspicion of unauthorized or fraudulent use, or other situations that significantly increase the risk that the payer may be unable to meet the payment obligation.

2.36.6. The Bank will inform the Client, including about the reasons for the blockage, if possible, before or immediately after the blockage, except where providing this information would compromise objectively justified security reasons or is prohibited by other legislative provisions.

2.36.7. The Bank will unblock the Payment Instrument or replace it once the grounds for blocking it no longer exist.

2.37. Reimbursement for payment operations initiated by or through the payment beneficiary

2.37.1. Within 8 weeks from the date on which the funds were debited, the paying Client may request the reimbursement by the Bank of a payment operation originally authorized by or through a payment beneficiary that has already been executed, only if the following conditions are met: (i) the authorization does not specify, at the time of its issuance, the exact amount of the direct debit payment operation; (ii) the amount of the direct debit payment operation has exceeded the amount reasonably expected

by the paying Client, taking into account the profile of its previous expenses, the conditions of the Contract and the circumstances relevant to the case; (iii) the paying Client provides, at the request of the Bank, the concrete elements related to the aforementioned conditions.

2.37.2. Within 10 business days of receipt of the refund request, the Bank may reimburse the entire amount of the direct debit payment operation or justify, according to the law, the refusal to reimburse the amount.

2.37.3. The paying customer is not entitled to any refund if it has expressed its consent to execute the operation directly to the Bank and, if applicable, information on future direct debit payment operations has been transmitted or made available to the paying Client, in the agreed form, at least 4 weeks before the due date, by the Bank or by the payment beneficiary.

2.38. Proof of operations, bank statement and statement of fees

2.38.1. The parties agree that the information of the Client regarding the operations performed on its Account to be made through the bank statement, which contains the necessary details in relation to each payment operation: its unique reference, the beneficiary of the operation ordered by the Client/the payer of the amount collected by the Client, the value of the payment operation, the price charged by the Bank, the exchange rate (if applicable), the date of the debit/credit currency of the account, etc.

2.38.2. The bank statement is put at the disposal of the Client for free, once a month (for the current/savings account), respectively once per transactional cycle (for the revolving account statement attached to credit cards). The Bank puts at the disposal of the Client the bank statement on paper support, in the territorial units of the Bank. In addition, Clients may receive the monthly bank statement by post, if they express their express consent in this regard, and in this situation, the Bank charges the fee provided in the Fee Guide. Also, at the request of the account holder Client, addressed by telephone via the MyBRD Contact service, the bank statement for a period of maximum 12 months prior to the date of the request, can be sent also by email to the Client's email address registered in the Bank's records. Through the account opening documentation/specific product documentation, other methods for the supply of the monthly bank statement may be agreed upon.

3. At the request of the Client/account proxy, and to the extent possible, the Bank may provide, for a fee, according to the Fee Guide, additional information on payment operations compared to those contained in the bank statement, or may provide information related to payment operations with a different frequency or by other means of communication than those mentioned above.

2.38.4. In addition to the free monthly bank statement, at the request of the Client/account proxy, the Bank may issue, within 72 hours of the request, statements of accounts or lists of operations for the days when operations were ordered, for a fee, according to the Fee Guide. These statements/lists are made available to the Client/account proxy at the Bank unit where the Client has opened the account.

2.38.5. If the Client finds that an unauthorized or incorrectly executed payment transaction has been registered in its account, it has the right to report, in writing, to any Bank unit, the aforementioned errors, as soon as possible, without undue delay (maximum 2 months from the date of debiting the account mentioned in the statement of account). Subsequent complaints may be considered by the bank only in case of delay in justified cases, but no later than 13 months from the date of debiting the account mentioned in the statement of account.

2.38.6. The Bank shall make available to the Client, free of charge, at least once a year, a statement of all the fees incurred during a previous period of 12 full months, on paper, at the Bank's counters. For services related to a payment account, the Bank shall provide, as appropriate, within the same document, information on the interest rate for overdraft applied to the payment account and the total amount of interest charged on overdraft, as well as on the

lending interest rate applied to the amounts available in the payment account and the total amount of interest accumulated during the previous period of 12 full months.

2.39. Closing accounts

2.39.1. The Client may request the closing of the Account, by a signed request submitted to the Bank. The account closure will be performed only after the Client has paid all the amounts owed to the Bank and provided that the account does not have any active products attached. Before the account is closed, the Client has the obligation to settle the products and services attached to the said Account. If there is a Debit Card attached to the current account, or in the case of a credit card, the closure of the account at the Client's request will be made after 30 calendar days from the waiver/blocking of all attached cards. The Client may request the closure of the account on which the garnishment was established in compliance with the conditions for closing the account, the Bank having the obligation to refund to the Client only the amounts exempted from garnishment under the law. The Client may request the closure of the account if a measure of freezing has been ordered on the account in accordance with the law, with the following exceptions: if precautionary measures have been imposed on the account/money in the account by the criminal investigation bodies or competent criminal courts, the closure of the account can only be carried out after the Bank has received written agreement issued by these authorities, at the client's request.

2.39.2. If the Bank is informed about the death of the Client, by submitting by any interested person of the supporting documents in this respect (death certificate/inheritance certificate/legatee certificate/division document/court decision/address from a Notary office/law office on the settlement of the client's estate)/addresses from other institutions), the Bank has the right to block the account until the fulfilment of the conditions mentioned below. The Bank also reserves the right (without being obligated to do so) to block the Account even if the death of the Client is made known by any other means (for example, mass communication means). In case of the Client's death, the amounts in the Account or deposit will be released only to persons designated for this purpose by the Inheritance Certificate and only within the limits set out therein (these individuals will also show their identity documents, as well as the Client's Death Certificate). If there are several heirs with a certificate of inheritance, designated in it as beneficiaries of the amounts available in the account and/or in the deposit, until the succession division is made, the Bank will be able to release the amounts in the accounts only with the agreement of all the heirs.

2.39.3. The Bank reserves the right to close any Client account except the current account with basic services, without prior notice and without prior notice, in any of the following cases:

- (a) the cumulative fulfilment of the following conditions: (a1) the account balance (or the equivalent in the currency of the account) is equal to or below the minimum limit communicated by the Bank; (a2) the absence of any payment operations in the account for an extended period; (a3) the absence of products/services attached to that account. Details of this can be found on the Bank's website, by accessing the link: <https://www.brd.ro/tarife-si-comisioane>.
- (b) delays or refusal to submit documents or their amendments, as requested by the Bank;
- (c) the occurrence of 2 payment incidents;
- (d) failure to provide supporting documents related to ordered payment operations or provision of unsatisfactory documents for the bank;
- (e) non-compliance with the obligations undertaken by the Client by Contract, including but not limited to: Knowledge of Clients, CRS and FATCA, prevention of money laundering and

combating terrorist financing (as per Section 1.4), those contained in Section 1.5 (Obligations, Rights and General Statements of the Parties), Article 2.40.3, Article 3.4.2. (Security conditions and corrective measures. Notices for use without right or any other unauthorized use), Article 3.5.1.4.4. (Obligations of the subscriber), Article 3.5.3.9., ANNEX. Notification on the processing of personal data;

(f) if the business relationship/Client presents risks deemed by the Bank to be unacceptable for BRD or for the BRD Group or the Société Générale Group.

(g) the Client displays inappropriate/violent behaviour in relation to the Bank's employees, does not comply with the rules of civilized conduct and, in these circumstances, the continuation of the business relationship with them could harm the Bank's image and/or the physical or mental integrity of its employees.

2.39.4. By way of exception, a payment account with basic services may be closed unilaterally by the Bank only if at least one of the following conditions is met: (i) the Client deliberately used the Payment Account with basic services for illegal purposes; (ii) no operation has been carried out in the Payment Account with basic services for over 24 consecutive months; (iii) the Client provided incorrect information to obtain the Payment Account with basic services, where providing correct information would not have allowed obtaining such a right; (iv) the client is no longer a legal resident in the European Union; (v) the client subsequently opened a second payment account at a credit institution in Romania, which allows them to use the services listed in the definition of the **Basic services payment account or basic services current account** in section 1.2. Definitions and interpretation. Regarding the closure of a Basic Services Payment Account, the corresponding provisions from section 3.6 Account Switching Service below shall also apply.

2.39.5. With the closure of the current account, in any way, all contracts related to the provision of payment services attached to it, including direct debit, scheduled payment order and payment orders issued with the date of payment in the future, will cease.

2.39.6. If after the full payment of the credit/liquidation of the deposit, the Client wishes to maintain the current account attached to it, the Client will express its express option by filling in the Bank forms.

2.39.7. By the date of actual closure of the Account, the Client shall settle the amounts in the respective Account, by ordering their transfer into another account or by withdrawing them in cash. If the Client does not opt for one of these two options until the date of effective account closure, the Client declares that it has become aware and agrees that the Bank will close the account, and the amounts existing in the account at the date of closure will be kept at the Client's disposal in a Bank account, the withdrawal operation being charged according to the Fee Guide in force. Any amounts resulting from the closure of the Client's account, as mentioned above, will not be bonified with interest from the moment the account is closed.

2.39.8. The Client's right (including in cases where this right is exercised by designated heirs through the Certificate of Inheritance) to request the Bank to refund the amounts existing in the accounts at the time of their closure at the Bank's initiative shall be prescribed in accordance with the provisions of the Civil Code, namely within 5 years from the date on which the Client was notified by the Bank in this regard by registered letter with acknowledgement of receipt.

2.39.9. In case the Client had previously closed accounts that were subject to enforcement by garnishment, the Bank reserves the right not to open new accounts within a period of less than 3 months from the date of closure of the accounts affected by garnishment.

2.39.10. Upon termination of the Contract, the Bank shall provide the Client, free of charge, with a document showing that all contractual obligations of the Client toward the Bank, resulting from the respective contract, have been extinguished.

2.40. Other rights and obligations specific to payment accounts/services

2.40.1. For the availability from the accounts, the Bank shall, if applicable, pay an interest established according to the Bank's regulations, mentioned in the account opening documentation/interest list published by the Bank. This interest may be periodically modified by the Bank, the new interest being brought to the attention of the clients at the Bank's premises and on the Bank's institutional website. The provisions of 1.5.4. will apply accordingly.

2.40.2. The Client shall be entitled: (a) to fund the Account through cash deposits at the Bank's units or via credit transfers from other accounts, opened at the Bank or at other banks - with the mention that foreign currency deposits are made under the condition of complying with the provisions of the National Bank of Romania's Foreign Exchange Regulations and the regulations regarding currency transactions in force at the time of their execution; (b) to carry out operations with the amounts in the Account only in accordance with the Contract and the current legislation; (c) to receive, upon request, during the Contract period, in printed form or any other durable medium, a copy of the Contract, as well as the Information Document on fees, the Glossary containing the most representative services related to a payment account and their definitions, and the overview of fees incurred during a previous period of 12 completed months; (d) to receive electronic messages from the Bank informing them about currency conversion fees, if applicable, and the Exchange Rate applicable to transactions made with the card in a currency from the EU different from the one of the Account attached to the card, through any of the communication channels established according to the Contract, and to opt out of receiving these electronic messages; (e) to perform operations on the account - provided it uses only the Bank's standard form, correctly filled in and displaying real operations. The Client is responsible for the legality/legitimacy of the operations carried out through the account.

2.40.3. The Client undertakes: (a) to carry out transactions in the current Account or revolving account; (b) to carry out transactions only within the available balance in the Account, taking into account the fees related to the management of the Accounts and Operations carried out; (c) to make deposits at least at the level of the unauthorised overdraft (if applicable), as well as the fees and interest related to the Operations performed, in case of an account overdraft; (d) to make a minimum monthly deposit into the Revolving Account with the attached Credit Card, covering at least the amount indicated in the credit card agreement; (e) to receive monthly updates on the Account status through any means provided by the Bank, including by reviewing the account statement; (f) to promptly inform the Bank of any lost, stolen, destroyed, or cancelled Payment Instrument, so that the necessary measures can be taken to prevent the further use of such Payment Instruments.

2.40.4. The Bank may make payments, from the Client's accounts opened with the Bank (except for the revolving account), without its consent, based on final and enforceable court or arbitration decisions, and other enforceable titles provided by law, at the request of the entitled persons/entities. Also, if the Client collects, in the account opened at the Bank, any pensions, benefits for disabilities or other similar benefits, allowances, incentives or other social benefits, at the request of the paying institution, the Bank has the right to retain the amounts credited erroneously in the account of the Client, including after its death, without the prior consent or notification of the Client and/or their heirs, and repay them to the soliciting paying institution. Any misunderstanding or dispute with regard to these requests for repayment shall be settled between the Client/its heirs and the paying institution, without the involvement of the Bank.

2.40.5. The Bank may block the current account of the Client in case of failure to fund the overdraft for 3 consecutive months, as well as in case of unauthorized registration of the current account, while blocking the use of the card. The current account will be unlocked after the cause that led to the blocking ceases, and the card will be usable the day after the account is unlocked. Also, to block the revolving account with attached credit card if the Client does not perform the funding of the account with the minimum mandatory payment amount, under the conditions set out in the contract for the provision of the credit card.

2.40.6. The Bank shall perform the banking operations ordered by the Client/the account proxy only within the limit of the funds from the account and in compliance with its own working rules and internal and international banking rules and practices. The Bank does not engage with its own funds in carrying out these operations and is not liable for the consequences of not performing operations due to lack of funds in the Client's account.

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

2.40.8. The Bank shall not send to the Client an unsolicited payment instrument, unless the Payment Instrument already sent to the User must be replaced.

2.41. Guarantee of funds

2.41.1. In Romania, deposits with Romanian banks are guaranteed by the guarantee schemes approved by the NBR. According to Law no. 311/2015 on deposit guarantee schemes and the Bank Deposit Guarantee Fund, a deposit represents not only the available amount in a deposit account, but any credit balance, including due interest, resulting from funds in an account or from transitional situations arising from current banking operations that the credit institution must reimburse, according to the legal and contractual conditions applicable, which are not included in any of the creditor balance situations regulated by art. 5 of Law no. 311/2015. Currently, the only officially recognized guarantee scheme on Romania's territory is the Bank Deposit Guarantee Fund (FGDB). The guarantee of bank deposits is regulated by Law no. 311/2015 on deposit guarantee schemes and the Bank Deposit Guarantee Fund.

2.41.2. The Bank is participant in the Bank Deposit Guarantee Fund of Romania, as regulated by the provisions of Title II of Law 311/2015. The debts of depositors to BRD - Groupe Société Générale SA are taken into account when calculating the compensation due under Title I - Deposit Guarantee Schemes of Law no. 311/2015 on deposit guarantee schemes and the Bank Deposit Guarantee Fund.

2.41.3. Exceptions from compensation payments are made for deposits falling into the non-guaranteed categories, as presented below in the list of deposits excluded from guarantee, in accordance with the provisions of Law 311/2015 on deposit guarantee schemes and the Bank Deposit Guarantee Fund: (1) Deposits made by a credit institution in its own name and for its own account, in compliance with the provisions of Article 64 (2) of Law No. 311/2015; (2) Instruments that fall within the definition of own funds, as defined in Article 4(1)(118) of Regulation (EU) No. 575/2013; (3) Deposits resulting from transactions in connection with which final court rulings of conviction have been issued for the offence of money laundering, according to the legislation on the prevention and combating of money laundering (the classification of such deposits is made by the deposit guarantee scheme, based on information received from the competent authorities, the credit institution whose deposits have become unavailable, or the court-appointed liquidator, as the case may be); (4) Deposits of financial institutions, as defined in Article 4(1)(26) of Regulation (EU) No. 575/2013; (5) Deposits of investment firms, as defined in Article

4(1)(2) of Regulation (EU) No. 575/2013; (6) Deposits for which the identity of the holder has not been verified by the time they become unavailable, according to legislation on the prevention and combating of money laundering; (7) Deposits of insurers and reinsurers, as defined in Article 2 (A) (5) and (39) of Law No. 32/2000 on insurance activity and insurance supervision, as subsequently amended and supplemented; (8) Deposits of collective investment undertakings, as defined by capital market legislation; (9) Deposits of pension funds; (10) Deposits of central, local, and regional public authorities; (11) Debt securities issued by the credit institution, as well as obligations arising from promissory notes and own acceptances.

2.41.4. Further information on deposit guarantees is available at: <http://www.fgdb.ro/>.

3. SPECIAL PROVISIONS APPLICABLE TO TYPES OF PRODUCTS/SERVICES

3.1. CURRENT ACCOUNT

3.1.1. The current account (or payment account), including the current account with basic services, is a nominal account, open on an indefinite period of time, on behalf of a single Client, with a minimum age of 18 years (except for the support current account of the package dedicated to minors between 6-18 years).

3.1.2. The Client has the obligation to keep the current account throughout the existence of the products attached to it (term deposits, credits, cards payment instruments with remote access, etc.).

3.2. REVOLVING ACCOUNT

The revolving account (account with credit card attached) is the account automatically opened by the bank in the name of a single client, following the request made by the client regarding the issuance of a credit card and works only with a credit card attached. The revolving account exclusively reflects the operations performed using the credit card, as well as the related fees, interest and insurance premium. Revolving account credit operations are allowed by any means: cash deposits, credit transfer from a current payment account opened with BRD or another financial institution. Any debit of the revolving account is only possible using the credit card, except as expressly stated in the contract for the provision of the credit card.

The client can request up to 4 additional credit cards, issued on behalf of users who are also proxies of the revolving account.

3.3. SAVINGS PRODUCTS

The bank has in its current offer the following types of savings products: term deposits; savings accounts; saving service by using cards at POS.

3.3.1. TERM DEPOSITS

3.3.1.1. The deposit account is an account opened for a specified period of time, on the name of a Client, having a saving function. The creation/liquidation of a deposit is made by debiting/crediting the current account attached to the deposit indicated by the Client. This current account will be kept open until the deposit is due.

3.3.1.2. Depending on the client's option, term deposits may be established (i) with automatic renewal at maturity, in which case a new deposit is automatically constituted at the rate of interest in force at the time of the renewal and under the same conditions as the original one (except for the progressive interest deposit), or (ii) without automatic renewal at maturity.

3.3.1.3. Interest. For the funds from the deposit account, the Bank shall pay a lending interest, payable, as the case may be, monthly or at maturity, with or without capitalization. The interest on deposits without capitalization is transferred to the current account attached to the deposit. The interest related to capitalized deposits is accumulated in the deposit account. The interest rates are mentioned in the deposit opening

documentation/interest list published by the Bank and may be periodically modified by the Bank under the conditions of Article 2.40.1. The Bank has in its current offer term deposits with fixed interest (standard or negotiated), as well as term deposits with progressive interest. For fixed-interest deposits, the interest from the moment of establishment shall be retained until the contractual maturity. For fixed or progressive term deposits, interest is calculated on the calendar year of 365 days. For term deposits with negotiated interest, interest is calculated on the calendar year of 360 days, except for deposits in GBP and PLN, for which the basis of calculation will be 365 days. The gains obtained from interests on term deposits are taxed in accordance with the tax provisions in force.

3.3.1.4. Payments and partial withdrawals from the deposit account, intra- and interbank receipts and subsequent cash deposits to the deposit account are not allowed. Withdrawing any amount from the deposit before maturity results in its closure and the deposit being remunerated with the Bank's current sight interest rate at the time of closure. The amount of the deposit and the sight interest practiced by the Bank at the time of the deposit's termination shall be transferred to the current account. For term deposits with fixed interest paid monthly to the current account, at the time of termination, the Bank shall retain, from the deposit amount, the difference between the interest paid monthly to the current account until the moment of the deposit's termination and the sight interest applicable to the deposit amounts. For term deposits with progressive interest paid half-yearly on top of the funds from the deposit account (capitalization), for 6 intervals from the date of establishment, at the time of termination, the Bank shall pay the interest calculated for the anniversary intervals concluded until the moment of the deposit's termination plus the sight interest calculated pro-rata for the current period.

3.3.1.5. If the deposit is established on a non-banking day/public holiday, its establishment is considered to be on the next banking day. If the deposit expires on a non-banking day/public holiday, its maturity is considered to be the same day.

3.3.2 SAVINGS ACCOUNTS

3.3.2.1. Savings accounts are savings products that combine the advantages of a current account with those of a term deposit. Savings accounts are open for an unspecified period of time.

3.3.2.2. Depending on the type, the savings accounts may have a minimum amount required for opening, in which case it will be mentioned in the specific application/documentation for opening the account. In such a case, (i) this minimum amount must be deposited in the account on the date of opening the account, otherwise the Bank reserves the right not to open the account; (ii) if, on the date of opening the savings account, the Client has outstanding payment obligations in relation to the Bank, the latter reserves the right to settle these payment obligations first, from the amount deposited in the savings account, and to the extent that the remaining cash in the account is sufficient, the Bank shall proceed to the opening of the savings account. Also, depending on the type, savings accounts may have a maximum limit of the amounts existing in the account. Interest is not included in the calculation of the maximum limit.

3.3.2.3. Permitted operations in the savings account: (i) cash deposits/withdrawals to/from the savings account at the Bank's branches; (ii) cash deposits at MBA-type terminals, as they are upgraded (this process is ongoing); (iii) intra- and interbank credits to the savings account; (iv) payments made by credit transfer from the savings account to the Client's current account. The provisions of point 3.3.2.9 below regarding compliance with the minimum/maximum threshold (as applicable) shall apply accordingly.

3.3.2.4. The savings accounts of the current offer do not allow the attachment of cards.

3.3.2.5. The bank establishes the interest rate for savings accounts and displays it at its premises and on the institutional website. This interest may be periodically modified by the Bank, under the conditions of Article 2.40.1 and, as the case may be, Articles 3.3.2.6, 3.3.2.7 and 3.3.2.8.

3.3.2.6. The interest for savings accounts is calculated on the daily balance of the account and is capitalized monthly, on a fixed date (01 of each month), regardless of the date account was opened.

3.3.2.7. Starting with 01.07.2025, Atustart savings accounts (intended for underage clients aged between 0 and 18 years) and Atusprint savings accounts (intended for clients over 18 years) are withdrawn from trading. For these, as well as for the Atusprint accounts (intended for minor clients aged between 14 and 18 years and withdrawn from trading starting 26.04.2021) and Atustart accounts (intended for minor clients aged between 0 and 14 years and withdrawn from trading on 26.04.2021) the Bank may change the interest, if applicable, quarterly (on 01 of each calendar quarter), under the conditions of Article 2.40.1. The reference dates for the calculation of interest are 01 and 15 of each month and the balance to which interest is applied is determined by the following rules:

(a) Regarding **cash deposits/receipts**:

(a1) cash deposits/receipts made on the 01st or 15th are added to the reference balance for interest calculation starting from those dates;

(a2) cash deposits/receipts made on any other day of the month (except the 01st and the 15th) shall be added to the reference balance for interest calculation from the next calendar date of 01 or 15;

Thus, the interest rate is calculated twice a month, on fixed dates: 01 and 15 of the month. For the amounts deposited even on the two dates, the interest rate is calculated from the moment when the deposit is made, and the amounts deposited or collected on any other date of the month shall be taken into consideration to calculate the interest rate starting from the following date of 01 or 15 of the month

(b) Regarding **cash withdrawals/credit transfer operations**:

(b1) cash withdrawals/credit transfer operations made on the 01st and the 15th decrease the reference balance for interest calculation starting from those dates;

(b2) cash withdrawals/credit transfer operations made on any other date (except on the 01st and the 15th) shall decrease the reference balance for the interest calculation, retroactively to the date of the operation, starting from the 01st or the 15th prior to that operation. Thus, for the amounts withdrawn from the account on the dates of 01 or 15 of the month, the reference balance for the calculation of the interest rate is diminished from the said dates. The amounts withdrawn on any other date of the month shall be taken into account to calculate the interest rate only until the date of 01 or 15 prior to the withdrawal.

3.3.2.8. For Smart Cont accounts (product withdrawn from trading on 01.09.2015), interest is calculated on the daily balance of the account and is capitalized monthly, on a fixed date (the 1st of each month), regardless of the account opening date. The Bank may change the interest rate, if applicable, on a quarterly basis (on the 01st of each calendar quarter), under the conditions of Article 2.40.1.

3.3.2.9. The Client is obliged to maintain the minimum balance established according to the type of savings account (if applicable), namely not to exceed the maximum limit (if applicable). The bank has the right to refuse payment instruments if they affect the minimum balance in the account, if applicable, or cash deposits if they exceed the maximum applicable limit, if applicable. If a collection operation in the account by credit transfer leads to exceeding the maximum allowable limit, the operation will not be processed and the Bank will notify the Client/legal representative within 2 banking days.

3.3.2.10. In the case of savings accounts opened on behalf of minor clients, when the account holder reaches the maximum age according to the owned product, they remain open, without an age limit, with the same identifier (IBAN) and under the same contractual conditions. By exception, starting with the date on which the account holder reaches 18 years, the applicable interest will be the one corresponding to the savings account for clients over 18 years, in force at that time. The rights granted by the holder to the appointed proxies on the savings account shall continue, until the account holder informs the Bank in writing that it wishes to revoke the power of attorney and will sign the related documentation in any BRD unit (insofar as such rights do not cease by law based on special legal provisions/decisions of the competent courts/authorities).

3.3.2.11. Gains derived from interest on savings accounts are taxed in accordance with the tax provisions in force.

3.3.3. SAVING SERVICE BY USING CARDS AT POS

3.3.3.1. By using the POS card usage savings service, the holder or User of a debit card attached to a current account can automatically transfer a sum of money from the current account attached to the card to a savings account/Practicont type current account chosen by the Card Holder (the account holder attached to the card), upon any payment made with the card. The Client can choose one of the following ways of saving: **(i)** rounding up the amount spent on POS to the first amount without decimals (the amount paid on POS will be rounded up to the first full amount and the difference between the amount paid on POS and the full amount will be transferred to the savings account/current Practicont account); **(ii)** rounding up the amount spent at POS up to the first multiple value of 10 (the difference between the amount paid at POS and the multiple of 10 will be transferred to the savings account/Practicont type current account); **(iii)** percentage of the amount spent at the POS (the holder/user has the possibility to choose one of the preset values); **(iv)** fixed amount, regardless of the amount spent at the POS (the holder/user has the possibility to choose one of the preset values).

3.3.3.2. The holder of the savings account may be different from the current account holder with attached card. Also, the current account currency may be different from the currency of the account in which it is saved.

3.3.3.3. Transfers from the current account to the savings account, related to the payments at POS, will be made at the end of the day. If there are no available funds in the account, the amount set by the holder/user cannot be transferred. If the current account/savings account/Practicont account has been closed, the transfer will not be operated. In case of lack of funds, the Service will not close and transfers that have not been operated will not be performed retroactively.

3.3.3.4. In the case of savings accounts with a maximum limit, when this limit is reached, transfers are no longer operated and client in this situation will be notified. In the case of transfers between accounts with different currencies, the exchange rate used for transfers will be the BRD rate for card transactions.

3.3.3.5. Credit premiums, outstanding debts, other outstanding debts will be collected as a priority. The amounts to be transferred to the savings account/Practicont account will be collected last.

3.3.3.6. If the card transaction at POS is cancelled on the day of payment at the merchant, the transfer to the savings account will no longer be performed. In the case of transactions refused for payment by the client/merchant, only the actual value of the transaction at POS will be returned to the current account, the amount saved will not be affected.

3.3.3.7. Changes to the Service (changing the current account, debit card, savings account, saving mode) shall take effect the day following the signing of the form provided by the Bank in this regard. Also, the termination of the Service can be requested at any time by

the holder/user and takes effect from the day following the signing of the form provided by the Bank in this regard.

3.4. BANK CARD

3.4.1. Issuing and delivery of the card/PIN. Activating the Card/Token

3.4.1.1. The Bank offers its clients debit cards and, as the case may be, debit cards with an authorized overdraft facility, attached to current accounts in Lei and/or in foreign currency, as well as credit cards. They can be used both in Romania and abroad. The Client's request for card issuance can be expressed through the Bank's network of units, through the MyBRD Contact service, or online, through the institutional website www.brd.ro.

3.4.1.2. The Account Holder Client may request the provision of a Card in its name (in which case they will be a Card Holder), or in the name of the account Proxy attached to the account (which will be a Card User), in the latter case, provided that the Account Holder Client also holds a Card attached to that account. For the account proxy, only the same type of Card as the Account Holder Client may be requested, the latter agreeing that any card fee issued on the account proxy's name, as well as the equivalent of the transactions made by them with the card, will be charged from the account of the Account Holder Client.

3.4.1.3. The card is the property of the Bank. The Bank may request its return or empower a third party to retain it on its behalf. The Holder/User and the legal representative, if applicable) agrees that the Bank shall use third party subcontractors, authorized processors according to the law, to act as intermediaries within the card payment system, for the production and distribution of cards, bank statements and for checking the authenticity of the card and the identity of the Holder/User.

3.4.1.4. Hand-over (delivery) of the card. The Bank will deliver the Card to the Holder/User within a maximum of 90 calendar days from the date of the card issuance request, or from the date of its replacement or renewal. The Card will be handed over to the Holder/User via courier at the delivery address indicated by them, with the applicable delivery fee charged as specified in the Fee Guide. In exceptional cases, objectively justified, the Holder/User may request the Card to be delivered at the Bank's territorial branch selected by them, with the applicable delivery fee charged as specified in the Fee Guide.

The Holder/User may request an update of the delivery address for the card by submitting a request at the Bank's branches or through the MyBRD Contact Service. Additionally, the card delivery address update can be requested via the YOU BRD Service (mobile banking channel) once this functionality becomes available. If this request is made within less than 60 calendar days before the Card's expiration date, the Bank will deliver the card to the updated address; otherwise, the Card will be delivered to the initially declared delivery address or to the Bank branch if the Client has not declared any delivery address. If courier delivery cannot be completed for reasons beyond the Bank's control, the Card will be redirected to the bank branch, and the Holder/User of the Card will be informed by SMS or phone that it is necessary to pick up the card from the branch. In all cases where the Card is delivered through or redirected to a branch for delivery, the Client is obliged to collect it within 90 calendar days from the notification received from the Bank.

3.4.1.5. The PIN will be made available by the bank only to the Holder/User by SMS, at the valid mobile phone number previously declared to the Bank. In exceptional cases, the PIN can be made available to the Holder/User by the bank in paper format, in the BRD unit where the Client filled in the card issuance request. The PIN for the cards requested by online clients will be sent only via SMS. To receive the PIN by SMS, the Holder/User will send, after receiving the card, the unique password by SMS to the phone number communicated in the card accompanying letter and

available on the institutional website www.brd.ro. The unique password consists of the last 4 digits of the card number and the last 4 digits of the Personal Identification Code (personal numeric code without spaces or symbols). For non-resident customers without a Personal Identification Code, the unique password consists of the last 4 digits of the card number and the last 4 characters of the identity document declared at BRD. For customers with a Personal Identification Code longer than 13 characters, the unique password consists of the last 4 digits of the first 13. If the Personal Identification Code contains alphabetic characters, they will be written in a small text in the single password. The PIN request SMS is taxable according to the tariff that the Holder/User benefits in relation to the telephone operator. The PIN sent by SMS must be requested within 90 days from the date of issue of the card. After the expiration of this period, the Client will request, by telephone at MyBRD Contact or in the Bank's units, the **PIN regeneration** (issuing a new PIN), and will pay in this respect the fee provided in the Fee Guide. After the request, the Client will be notified by SMS that the regenerated PIN is available, along with the instructions necessary to receive the PIN. The client has a maximum of 90 days to follow the instructions and receive the PIN. The regenerated PIN will be received by Holder/User, via SMS, within 24 hours of the completion of the request. To activate the new PIN, the first card operation must be performed by inserting the card in an ATM terminal. Through the YOU BRD Service (mobile banking channel), the Client can request the display **of the existing PIN** in the application. If the Holder/User has difficulties in receiving and activating the PIN, they can call the MyBRD Contact service at any time.

3.4.1.6. Activating the Card/Token. In order to increase the security level, the card will be sent to the Holder/User in an inactive state. The card will be activated automatically at the first operation confirmed with the PIN code performed in the country or abroad. The card can be activated at any time during its validity period. The token will be activated at the time of enrolling the card in a digital wallet service or when enrolling the card on the merchants' websites/applications. If the card is enrolled in Apple Pay/Google Pay through YOU BRD service (mobile banking channel), the token can be activated before the Holder/User takes possession of the physical card, and thus transactions with the token can be made even without the physical card. In cases where additional checks are required in the process of card enrolment in Apple Pay/Google Pay applications, the process can be completed if the Holder/User calls the MyBRD Contact service. In all situations of blocking and restoring the Card due to lost/stolen/damaged card/Client name change, as well as in case of renewal of the card upon expiry, the token associated with the old Card will be closed once the card was reissued, respectively with the activation of the renewed card. The Client must add the redesigned/renewed Card to Apple Pay/Google Pay in order to continue using the service.

If there were recurring payments on the old Card corresponding to active subscriptions or the Card was enrolled in payment applications (e.g. PayPal, Google, Apple, Aliexpress, iTunes, Uber, Wish, etc.), upon the Card replacing/renewal, it will be necessary to update the subscriptions with the new card and reenroll the cards in the payment applications.

3.4.1.7. The card is attached and allows operations to be carried out in a single current account, opened at the Bank in the same currency as the card. By exception: (i) in case of activation of the Multicurrency option, the Holder may associate the Card and other current accounts opened in their name with the Bank, under the conditions of Article 3.4.4.8.; (ii) cash deposits with the card at some MBA terminals in the Bank network may be made in other accounts, under the conditions of Article 3.4.3.2. (e).

The card Holder/User has the obligation to request the blocking of the card and blocking of the related tokens if they no longer want to continue those subscriptions on the new card.

3.4.2. Security conditions and notices for use without right or any other unauthorized use

3.4.2.1. The holder/user must ensure the proper use and maintenance of the card, the security elements, as well as the devices on which the digital wallet applications/services are installed, so that they are not lost, stolen, damaged or come into the possession of any other person. In this regard, the card holder/user undertakes, among other things:

a) to take all measures to keep in possession and safekeeping the Card, the Personalized Security Elements, as well as the phone/device, in case of using a digital wallet service where the Card has been enrolled, in order to protect them against loss, theft, copying, damage, or use by another person. The Holder/User understands that the phone number declared to the Bank represents both an identification key when registering in a digital wallet service, and a secure method of communication of the Bank to provide passwords by SMS (3D secure security code for online transactions, card activation code, etc.) and for validating various operations, for example: enrolling cards in Apple Pay/Google Pay or merchants' applications, authorization of payments/online transfers;

b) to notify the Bank immediately, without unjustified delay, by calling the MyBRD Contact service at the contact details indicated in section 1.2. Definitions and interpretation regarding the loss, theft, destruction, unauthorized use of the Card/phone/device on which the payment application is installed, disclosure of Card/Security Elements data to an unauthorized person, for the purpose of blocking the Card/Token. The user can request the blocking only for their own cards, and the holder for both their own cards and for the cards of the users). The card can also be blocked by the Client via the YOU BRD service (mobile banking channel). The blocking of the card also automatically involves blocking the token; **c)** to periodically check the status of the account and the transactions carried out, at least once a month. In case of registration of incorrect, unauthorized or fraudulent transactions, the Client must notify the Bank as soon as possible, in accordance with the provisions of section 3.4.5. Payment refusals below.

3.4.2.2. The Holder/User has the following obligations regarding the use of the PIN and e-Commerce password, under the sanction of full liability of the damage: **(a)** upon receipt of the sealed envelope containing the PIN, the Holder/User must memorize the PIN and destroy the respective envelope; if the PIN has been received by SMS, it must be memorized and the SMS deleted; **(b)** if the Holder/User has opted for the receipt of the PIN on paper, they must immediately notify the Bank if the envelope containing the PIN has not been received sealed; **(c)** not to write the PIN/e-Commerce password on the card or on other objects kept with the card; **(d)** to use the PIN/e-Commerce password so that they are not seen by other persons; **(e)** not to communicate to another person (including Bank staff, police or other authorities), upon their request verbally or in writing or by accessing links received from them on e-mail or other means of communication, the personalized security elements of the card or activation code for Apple Pay/Google Pay **(f)** if the PIN or other personalized security elements have become known to another person, the Client must immediately notify the Bank and request the blocking of the held Card and of the Tokens, if applicable, and the issuance of a new Card, bearing the related fee. Otherwise, the Holder/User shall bear all losses related to any unauthorized payment operations, if such losses result from fraud or intentional non-compliance or from gross negligence of the obligations incumbent on them under these General Banking Conditions; **(g)** to ensure the security of the device from which online transactions are initiated, by meeting the minimum required conditions: using an antivirus program and an anti-spyware program with regularly (daily) updated signatures that scan the device regularly;

installing and activating a firewall; updating the system from a security perspective by installing the latest updates provided by the operating system manufacturer, as well as the latest versions of browsers (Internet Explorer/Firefox/Chrome/Safari/Edge), also updated with the latest patches.

3.4.2.3. The above-mentioned PIN/e-Commerce password retention obligations also apply to other personalized security elements. The bank will never ask for login, account identification or custom security credentials. Any such initiative will be considered a fraud attempt and should be reported to the Bank as soon as possible. If cyber attacks occur, the Client agrees to collaborate with the Bank to identify the source of the attack.

3.4.2.4. The Holder/User can view the PIN in YOU BRD. If the Holder/User no longer remembers the PIN and does not own YOU BRD, the Holder/User must notify/inform the Bank and request the PIN regeneration (by calling MyBRD Contact or in the Bank units). Regeneration will be charged according to the Fee and Commission Guide.

3.4.2.5. The Holder/User may request the reissuance (replacement) of the Card if it has been lost, stolen, damaged, demagnetized, possibly compromised or captured, by calling the MyBRD Contact service, while bearing the related fee, in accordance with the Fee Guide.

3.4.2.6. In addition, besides the obligations to report to the Bank, in case of theft or loss of the Card/phone/device on which the digital wallet service is installed, resulting in unauthorized transactions, the Holder/User is required to report to the law enforcement authorities within a maximum of 24 hours from the occurrence of the event. If the Owner/User does not comply with the obligations expressly provided in the article, it is considered to have acted with gross negligence and shall fully bear the financial losses.

3.4.2.7. The Bank shall proceed to block the card of the Holder/User and the associated tokens (at the Client's request) immediately after it is notified by the Client about the disappearance of the card/phone or device on which the digital wallet application is installed, in the aforementioned ways. The blocking of the card becomes effective after the Bank has taken the appropriate blocking measures, and the Holder/User who notified the case by phone has been informed that the card was effectively blocked, according to the request of the Holder/User. Within the YOU BRD service, the mobile banking channel, the card is blocked as soon as the operation is completed.

3.4.2.8. If the Holder/User recovers the lost or stolen card after informing the Bank, he is obliged to return it immediately to any unit of the Bank, without being able to unlock it.

3.4.2.9. The bank will send a SMS message to the Holder/User to confirm the execution of atypical/suspicious transactions. If the Holder/User confirms the transactions, the card can be used further; otherwise, it will be blocked, and the Bank will send another SMS message to the Holder/User for the purpose of informing about the blocking of the card, along with the instructions to follow. If the Holder/User has not declared any telephone number in the Bank database, or none of the numbers displayed is up to date, the card will be blocked for security reasons, until confirmation of the transaction by the Client.

3.4.2.10. The Bank shall notify the Client by sending an SMS message to the Holder/User if the card was blocked at the initiative of the Bank as a result of a suspicion of compromise.

3.4.3. Using the Card

3.4.3.1. The card can only be used by the Holder/User in whose name it was issued, starting from the date of receiving the card and until the last calendar day of the month indicated on the card.

3.4.3.2. The operations that can be performed by Card Holders/Users are:

a) Purchasing goods and/or services provided by Merchants displaying the card organization logo corresponding to the type of card issued by the Bank, including contactless transactions (exception: the Sprint Card cannot be used for utility/service bill

payments at merchants). For online purchases, it is recommended to transact on secure websites enrolled in the 3D Secure service and displaying the “Verified by Visa” or “Mastercard Securecode” logos;

b) Payment of obligations to public administration authorities that display the Card acceptance logos (exception: Sprint Card);

c) Cash withdrawal at counters of banking units of other acceptors, provided an identity document is presented (if requested);

d) Cash withdrawal at ATMs displaying the Card acceptance logos;

e) Cash deposits at MBA/ROBO type Terminals within the Bank's network, with the following notes:

- For ROBO type Terminals, cash deposits can only be made into the current account initially attached to the Card.
- For MBA type Terminals: (i) As these terminals are upgraded (an ongoing process), Card Holders/Users will be able to make deposits into other current accounts linked to the Card besides the initial one, as well as into other personal or authorized current or savings accounts. By exception, minor Holders will only be able to deposit cash into their personal accounts;
(ii) For cash deposits into accounts in a currency different from the card currency, the Bank will perform the necessary currency exchange using its own exchange rate for card transactions on that day; (iii) Card usage limits remain unchanged regardless of how many accounts deposits are made into with the Card.

f) making utility payments at ATM/MBA/ROBO from the Bank network;

g) operations with Token: (i) contactless payments to merchants, when the card is associated with an NFC-compatible Apple/Android device (mobile phone – smartphone, smartwatch, etc.); (ii) transactions on the Internet, on the websites and applications of merchants accepting cards for payment; (iii) cash withdrawals at terminals compatible with contactless signs (option available only for Mastercard cards)

h) performing Quasi-Cash transactions (card transactions with a merchant for the purpose of obtaining cash and not purchasing goods and/or services other than cash advance transactions (including card transactions with IFN merchants, currency exchange offices), goods convertible to cash, such as but not limited to casino tokens, lottery tickets, bets, etc.);

i) access to other optional services offered by the bank, based on signing special requests (except Sprint card);

j) transfer of funds between own and third-party accounts (except Sprint card);

k) obtaining information on the balance of the current account or revolving account from ATMs, based on the PIN, namely information on the balance of the current account through the MyBRD Contact Service;

l) PIN change at Bank ATMs.

3.4.3.4. For certain cards, the Bank may attach additional assistance and insurance services free of charge, which will be brought to the attention of the Holder/User.

3.4.3.5. Regardless of the currency of the account(s) to which the card is attached, it can be used both on national territory and on international territory, provided that the provisions of the Currency Regulation issued by the National Bank of Romania and within the limits of the funds from the current accounts attached to the card, which also include the overdraft account granted by the bank (if applicable) or from the revolving account.

3.4.3.6. Card usage limitations: The Bank, card organizations or European banking authorities may set such limits for the security of operations and the protection of the holder/user. They refer to both the number and the value of the transactions that can be

performed by card in a certain period and are available for consultation (i) in the card accompanying letter or in the Annex to the credit card contract (ii) in the Bank's units, (iii) on the Bank's website, (iv) by calling the MyBRD Contact service. The holder can request in the banking units, through MyBRD Contact or using the service YOUBRD (mobile banking channel), the modification of the limits of use, both for the card issued on their name and the one for the users. This request will be reviewed by the Bank and the decision will be communicated to the Holder/User.

3.4.3.7. For security reasons, in order to prevent fraudulent use of the card, the Bank can monitor the card operations carried out by the Holder / User.

3.4.3.8. Depending on the type of Card, the Bank may request the creation of a guarantee in the form of a blocked amount of money in the account coming from a collateral deposit established at BRD.

3.4.3.9. The holder (and the legal representative, if applicable) is liable to the Bank for all payment obligations resulting from the use of the card by any of the users.

3.4.3.10. The Bank will automatically debit the current account attached to the debit card / revolving account with the attached credit card with the amounts representing the value of the transactions made with the card. The Client understands and accepts that if the card is lost, stolen or used fraudulently, this debit will be made until the notification / information of the Bank by the Holder/User in connection with the loss/theft/card fraud, except for transactions that are performed at terminals operating offline, where the debit of the account will be automatic, without the Bank's authorization being requested. For these transactions, if the funds available in the account do not cover the value of the transactions carried out, the uncovered difference shall be registered as unauthorized account overdraft.

3.4.3.11. It is forbidden to use cards for illegal purposes, including the purchase of prohibited goods or services, including by the law applicable in the country where the card is used. If the Bank identifies credit operations in the Client's account that cannot be justified by the operations performed through the respective card, it may block these amounts for a maximum period of 30 days for investigations regarding the nature of the operation(s).

3.4.3.12. In order to perform some works to optimize the computer systems or for various technical reasons, the Bank may interrupt the card operations system. During this period it will no longer be possible to use cards at ATMs, card payment machines at merchants, for online payments, etc. The Bank will notify clients about these interruptions through the website www.brd.ro.

3.4.4. Authorization and performance of Payment Operations with the Card

3.4.4.1. A payment operation performed by Holder/User with the card must be legally authorized by the Holder. An operation is considered authorized and irrevocable by the card user by expressing consent, as follows:

(a) inserting the card into a terminal that reads the chip/magnetic stripe and card data (including in the case of offline transactions), followed by the receipt printing and/or PIN entry at the Terminal.

(b) when using contactless functionality, by approaching the card to the Terminal (with or without entering the PIN code). For Contactless payments that do not exceed a value set by international card organizations, it is not necessary to enter the PIN code; after every 5 consecutive contactless transactions made without entering the PIN code, the next one (the 6th transaction) shall require entering the PIN code; when the cumulative amount of consecutive contactless transactions made without entering the PIN code exceeds the value of EUR 150 (or equivalent in LEI), the next transaction require entering the PIN code. Contactless transactions made at an unassisted terminal in the European Economic Area for the purpose of paying a transport ticket or parking fee are not included in the limit of EUR 150, but without being limited to them, as well as those made at a contactless terminal outside European

Economic Area. The client can request the blocking/unlocking of contactless functionality by calling MyBRD Contact.

(c) in the case remote communication means (e.g. online payments) by communicating: the card number, expiry date, and personalized security elements defined in Section 1.2. Definitions and interpretation, as follows:

(c1) for the online operations carried out at the accepting merchants who have implemented the 3D Secure service, the Holder/User will be authenticated through the YOU BRD Service, the mobile banking channel based on biometrics or by entering the mPIN access code in the application. After entering the payment data, the Holder/User will receive on the smartphone a notification for authentication through the YOU BRD Service, the mobile banking channel. Authentication for a transaction can be performed within 10 minutes from the time the transaction is initiated.

(c2) as an exception, for the authorization of online payments by card, if the Holder/User does not have a smartphone or does not own the YOU BRD Service, the mobile banking channel, they will use the e-commerce password. Thus, in the payment screen, the Holder/User will have to choose the mobile phone number (if they declared several phone numbers) on which they will receive the unique code for validating the operation. Confirmation of the operation will be done by entering the 3D secure code in the payment screen, in the predefined field. If the Holder/User has not declared any telephone number in the Bank database, or none of the numbers displayed is up to date, the transaction cannot be completed. The Holder/User has the possibility to communicate to the Bank a new telephone number in any unit of the Bank.

(c3) The Bank is not liable for unsecured online transactions for which the accepting merchants choose not to request the unique code for validating the transaction or to accept payment even if the card Holder/User waives it before entering the required unique validation code.

(c4) for internet payments of less than EUR 30 made to an Accepting Party in the European Economic Area, the client's consent shall be deemed given by providing the card data for the purpose of the transaction. After every 5 transactions made in this way or if the cumulative value of the electronic remote payment operations initiated by the Client since the last application of the strict authentication of the Client exceeds EUR 100, it may be necessary to perform the strict authentication of the Client.

For Internet payments of more than EUR 30 made to an Accepting Party in the European Economic Area, the client's consent is deemed given by providing the card data for the purpose of the transaction. If the strict authentication of the Client is considered necessary, the provisions of the Contract regarding strict authentication through biometrics, mPIN, or e-Commerce Password will apply.

(c5) Internet payments made to a trader in the European Economic Area may be made without the Client's strict authentication if it complies with the conditions specific to the European legislation in force.

(c6) the Bank may not apply strict client authentication in case of a transaction carried out on the internet that presents a low level of risk. The risk level is determined based on the trading profile of a card Holder/User, taking into account multiple parameters such as: payment history to the respective merchant, transaction value, repeated transactions at the same merchant, subscriptions to an approved beneficiary, transactions in applications/websites that do not use Visa Secure and/or Mastercard Identity Check services, in the case of cards previously saved in merchant applications/websites, transactions made from the same device, with the same declared card Holder/User name, phone number, email address, delivery address, etc.

(d) In the case of Token payment transactions, the Client's consent is expressed by unlocking the mobile device by

biometrics/mPIN, or, in the case of Apple Watch, by successively and quickly pressing the side button of the device twice, followed by, as the case may be: **(d1)** for contactless payments with merchants: the proximity of the mobile device on which the Token is installed to the payment terminal of the acquirer merchant; **(d2)** for payments on the Internet on the websites and applications of merchants displaying the Apple Pay/Google Pay option: the agreement given on the website/in the application for completing the payment through Apple Pay/Google Pay; **(d3)** for cash withdrawals at compatible terminals with contactless marks, which allow the use of Apple Pay/Google Pay: placing the mobile device on which the Token is registered near the terminal and entering the PIN code of the Card on the terminal from which the withdrawal is made.

3.4.4.2. The user must verify the correctness of the transaction elements (transaction amount, transaction currency, trader name) before its authorization. They will keep the receipt or any other supporting documents to be able to provide evidence in case of discrepancies. The Holder/User is liable for the consequences resulting from the failure to comply with the above conditions or improper performance.

3.4.4.3. Entering the PIN, expiry date, or CVV2/CVC2 code incorrectly 3 times in a row will lead to the Card being blocked. In order to unlock the card, the Holder/User will have to contact the Bank, at any unit or at the number registered on the card (MyBRD Contact service number) or to unlock the card using the YOU BRD service (mobile banking channel).

3.4.4.4. The approval of the card operation by the Holder/User determines the immediate blocking by the Bank of the related amount in order to settle it and to avoid using the same amount to perform other operations. Are considered exceptions operations for which the Accepting Party does not request authorization from the Bank and these operations will be debited from the account upon receipt of the settlement report. The Holder/User can check the blocked amounts in the "Blocked amounts" section through the internet and mobile banking service, as well as at the Bank's ATM in the sections: "List of the last 10 operations". The amount blocked as a result of an operation made with the card can be unlocked by the Bank only with the prior confirmation of the Accepting Party/their commercial bank that the operation has not been completed and will not be sent for settlement. An amount blocked after the transaction approval cannot in any way be stopped from settlement because it represents the guarantee given to the acquiring bank that it will collect the money for the amount released by its ATM or for the services performed/goods sold by the Accepting Party. The initiative to settle an amount rests with the Accepting Party/their commercial Bank, which requests the amount by sending the transaction made through Visa/MasterCard to the issuing bank. Also, the transactions can be settled by the Accepting Party after the automatic unlocking of the authorized amounts from the account to which the card is attached. In these situations, transactions will be debited from the card account using any amount available at the settlement date, and the difference between the value of the transaction and the available funds in the account will be recorded as an unauthorized overdraft.

3.4.4.5. The date of a transaction performed with the Card is the date on which the transaction is registered with the Terminals. The Bank is not responsible for the settlement of transactions by other Acquirers with an inappropriate transaction date (other than the date on which the respective transaction was actually performed) or with other inappropriate transaction details.

3.4.4.6. The debit from the current account /revolving account attached to the card of the value of the operations performed with the Card is made at the moment of receipt of the settlement report for these operations.

3.4.4.7. In the case of cards that do not have the Multicurrency option activated, for international transactions (or national

transactions in another currency than the account currency) involving currency exchange, the card organization performs the currency exchange between the currency of the original transaction and the settlement currency, at the exchange rate set by it on the date of transmission in settlement of the transaction. The debit, from the current account/revolving account attached to the card, of the value of the operation performed with the card, is made by foreign exchange between the value of the transaction in the settlement currency and its value in the currency of the current account, using the currency exchange rate of the Bank.

3.4.4.8. Multicurrency option

The Multicurrency option is available for debit cards in Lei. It allows the Card Holder to attach to the Card current accounts opened on its name or at the Bank other than the current account in Lei initially attached to the Card, provided that (i) the currency of these accounts is one of the currencies for which the Multicurrency option is available (mentioned on the Bank's website www.brd.ro) and (ii) if the Card Holder holds multiple current accounts in the same currency at the Bank, to link only one account in that currency to the Card.

The Multicurrency option is not implicit when issuing the card. If the Holder wishes to benefit from this option, it is necessary to expressly request its activation, in any unit of the Bank or through the Internet and mobile banking service of the Bank, by filling in the forms provided by the Bank in this regard. Upon activation, the Holder will determine the current accounts to be attached to the Card, as well as the priority order for debiting them in case of Card transactions. The Holder may subsequently modify these options and deactivate the Multicurrency option in any unit of the Bank, as well as through the Internet and mobile banking service of the Bank.

The Multicurrency option is not available for authorized card users or for minor holders.

In the case of cards that have the Multicurrency option activated, the amount of the transaction made with the card will be debited from one of the current accounts attached to the card, in compliance with the Holder's options regarding the priority order when debiting these accounts, expressed through the specific contractual documentation. By exception, the current account opened in Lei, attached to the card, will always be debited with priority. Therefore:

(i) For transactions conducted in Lei currency, the Bank will authorize the transaction and debit the Lei account associated with the Card. If there are insufficient funds in the Lei account, the Bank will authorize the transaction from one of the other accounts linked to the Card, according to the Holder's expressed preferences regarding the priority order for debiting the accounts attached to the Card, applying a currency exchange at the Bank's exchange rate.

(ii) For transactions conducted in Romania or abroad in one of the currencies of the accounts associated with the Card, the Bank will authorize and debit the account opened in the currency of the transaction. If there are insufficient funds in that account, the Bank will authorize the transaction and debit its value from the Lei account, applying a currency exchange at the Bank's exchange rate. If there are insufficient funds in the Lei account, the Bank will authorize the transaction from one of the other accounts associated with the Card, according to the Holder's expressed preferences regarding the priority order for debiting the accounts attached to the Card, applying a currency exchange at the Bank's exchange rate.

(iii) For transactions conducted in Romania or abroad in a currency other than one of the currencies of the accounts associated with the Card, the Bank will authorize and debit the account opened in Lei, applying a currency exchange at the Bank's exchange rate. If there are insufficient funds in the Lei account, the Bank will authorize the transaction from one of the other accounts associated with the

Card, according to the Holder's expressed preferences regarding the priority order for debiting the accounts attached to the Card, applying a currency exchange at the Bank's exchange rate.

The fees related to the operations performed with the Card will correspond to the fees for the current account from which the amount related to the Card transaction is debited, according to the Fee Guide. The Card usage limits remain unchanged regardless of how many current accounts are attached to the respective Card.

3.4.4.9. The exchange rate from the authorization date of the transaction may differ from the exchange rate from the settlement date of the transaction. If, due to this variation of the exchange rate, the available balance does not cover on the settlement date the value of the transaction carried out, the uncovered difference shall be registered as unauthorized account overdraft.

3.4.4.10. The method of calculating the exchange rate for international operations (or national operations in a currency other than the account currency) and the exchange rate applied by the Bank for card operations are available on www.brd.ro and/or on the websites of international card organizations.

3.4.4.11. The account holder's payment obligations related to card transactions carried out by any of the Users shall automatically become payment obligations in favour of the Bank and shall be reimbursed according to the terms of the Contract. The Bank shall notify the card Holder in writing of the outstanding payment obligations.

3.4.5. Payment refusals

3.4.5.1. If the Holder/User finds that an unauthorized or incorrectly executed payment transaction has been registered in his account, they have the right to initiate a payment refusal in writing by filling in the specific form provided by the bank or by calling MyBRD Contact without undue delay, but no later than 13 (thirteen) months from the date of the debit. The Bank provides its clients with internet and mobile banking services, MyBRD SMS, balance query at BRD terminals (ATM/ROBO) to immediately identify the operations performed and notify the Bank as soon as possible (no later than 2 months from the date of registration in the account of the transaction) any unauthorized or incorrectly executed payment. In the absence of a referral within that time limit, the transaction shall be deemed to be accepted.

3.4.5.2. The Holder/User has the obligation to communicate to the Bank all the information and to submit all the necessary documents justifying their complaint, within maximum 10 calendar days from the request, otherwise the Bank will be unable to settle its complaint.

3.4.5.3. The Bank shall settle the payment refusals according to the rules of the card organizations and the legal regulations regarding the use of cards and shall communicate to the Holder/User the answer regarding their complaint within maximum 35 working days from the receipt of the written notification.

3.4.5.4. In the event of an unauthorized payment transaction, the Bank shall reimburse to the Client the amount of the unauthorized payment transaction at the latest at the end of the next business day, after it has established or have been notified of the transaction, unless it has reasonable grounds to suspect the existence of fraud and shall communicate those reasons in writing to the competent national authority.

3.4.5.5. In case of theft/loss of the Card/phone/device on which the digital wallet service is installed, or fraudulent use of the personalized security elements resulting in unauthorized transactions and/or if the Bank requests the initiation of police procedures, the payment refusal will be accompanied by a statement from the Holder/User regarding the actions taken by them and proof of the initiation of police procedures. If the Holder/User contests a transaction on the grounds that they do not recognize it/possibly fraud, it is mandatory to block the card in order to avoid the occurrence of other transactions of the same type. Without blocking the card, the payment refusals initiated in respect of subsequent transactions will not be able to be settled favourably. In addition,

the Bank has the right to block the Card upon receipt of a notice of payment refusal on the grounds of non-execution or non-approval of the transaction by the holder/user;

3.4.5.6. If the Card has been enrolled in applications (e.g. PayPal, Google, Apple, iTunes, Uber, etc.), in case of any suspicion regarding the transactions made, the card User/Holder should contact the merchant directly for details on those transactions and provide proof of contact before initiating the payment refusal. In the case of recurring subscription transactions, the cardholder/user will ask the merchant to terminate the subscription, according to the conditions agreed with them. If, after the termination of the subscription, the merchant still charges the subscription, the Holder/User has the right to initiate a payment refusal accompanied by proof of termination.

3.4.5.7. In case of insolvency of a service provider, travel agency or other provider, which has the legal obligation to conclude an insurance to guarantee its services, if the services paid by card by the Holder/User will no longer be provided, it will first contact for the return of the amounts the insurer mentioned in the insolvency notice. If the Holder/User does not receive a reply within 30 days of the request, they may initiate a refusal of payment to the Bank accompanied by proof of the request sent to the insurer of the insolvent company.

3.4.5.8. The Card Holder/user is directly liable for the transactions arising from the conclusion of a contract (by accepting the specific terms and conditions) with a merchant. The Bank cannot be held liable for direct or indirect damages suffered by the Card holder/user arising from the contract concluded with the respective merchant, which may include, but without being limited to: financial losses due to the provision of financial advisory services, losses of anticipated gains, damages to the reputation or image of the Client.

3.4.5.9. An online order for the purchase of goods/services can be cancelled only by the Holder/User who initiated the order, at the respective merchant and in accordance with the terms and conditions agreed at the time of the transaction. The bank cannot intervene in this process. If the Holder/User wishes to cancel an order, this must be initiated with the respective merchant. If, although the Holder/User has requested and obtained the cancellation of the order from the merchant and the amount is still not returned by the merchant, the notice of payment refusal will be accompanied by proof of confirmation of the cancellation of the order by the merchant.

3.4.5.10. If the payment refusal proves to be unjustified/unfounded, and the value of the contested operation has been credited back to the account of the Holder/User as a result of the payment refusal to pay initiated by them, the Bank will debit the account with the value of the respective payment transaction and will charge the fee for unjustified payment refusal according to the Fee Guide.

3.4.6. Card blocking

3.4.6.1. The blocking of the card is the operation performed by the Bank that stops the use of a Card, under the conditions specified below, without resulting in the closing of the current account/revolving account of the holder.

3.4.6.2. The Bank has the right to block the Card without prior notice in any of the following situations: **(a)** if no operations have been registered in the current account attached for 6 months and its balance is less than EUR 15, the Bank shall notify the Holder/User in writing at least 2 calendar months before the card is blocked; **(b)** where the new or renewed card has not been picked up from the Bank within the time limit set by the contract; **(c)** for reasons related to the security of the Payment Instrument; **(d)** for reasons related to a suspicion of unauthorized or fraudulent use of the card; **(e)** in the case of a payment instrument with a credit line, of a significantly increased risk that the holder is

unable to settle the payment obligation; **(f)** if the Bank finds repeated use of the card to perform operations exceeding the available balance of the account; **(g)** in case of improper use of the card; **(h)** at the request of the competent authorities; **(i)** if the Bank finds that the available balance of the account is exceeded, it has the right to also charge penalty interest; **(j)** if it finds that the data provided by the Holder/User to the Bank were incorrect, incomplete or false; **(k)** under the conditions laid down in specific contracts for the use of cards (for example in the case of cards enrolled in a digital wallet application/service). In the cases referred to above in points (c), (d) and (e), the Bank shall inform the cardholder (by any available means: telephone, fax, email, letter, etc.) of its blocking and of the reasons for such blocking, if possible, before the blocking and, at the latest, immediately after the card is blocked, unless the provision of this information infringes objectively justified safety grounds or is prohibited by other relevant legislation.

3.4.6.3. The bank unlocks the card or replaces it (with the application of a fee according to the Fee Guide) with a new Card once the blocking reasons cease to exist.

3.4.6.4. Blocking the cardholder's card can also have effects on the cards of the Users, i.e. blocking them.

3.4.6.5. If it considers it necessary, the Bank shall have the right to take the following measures, and shall notify the Holder/User as soon as possible: **(a)** refuse authorization of a card operation; **(b)** cancel or block the use of the card; **(c)** replace the current Card for security reasons; **(d)** refuse to provide a new Card or to replace the Card, without the Holder/User being relieved of any liability for card operations performed by the Holders/Users.

3.4.7. Liability of the parties in the case of card operations

3.4.7.1. The Holder/User (and the legal representative, if applicable) is fully liable for all operations performed, until the moment of notification/information of the Bank of the loss, theft or other unauthorized use of the card and/or security elements, and will bear any financial losses up to the amount of EUR 30 (or equivalent in lei).

3.4.7.2. The liability of the Holder/User is integral if it has acted negligently, in bad faith or with fraudulent intent if it has not used the card in accordance with this Contract, has not notified the Bank, without undue delay, the loss, theft, use without right or any unauthorized use of the card. The Holder/User shall not bear any loss resulting from the use of the card lost, stolen or used without right in the following situations: **(a)** the loss, theft or misuse could not be detected by the Client before the payment was made; **(b)** the loss of the payment instrument was caused by an action or inaction of the Bank; **(c)** upon notification of this event to the Bank in accordance with the provisions of this Contract, unless it has acted fraudulently; **(d)** the Bank has not requested strict authentication in cases where it was required to apply this procedure.

3.4.7.3. The Holder/User has the obligation to indemnify the Bank for any debts, damages, losses or expenses if it is found that they resulted from the breach of this Contract or as a result of establishing the Holder's/User's liability for unjustifiably challenged transactions.

3.4.7.4. The Bank shall not be liable for any damages of any kind that may result from the unauthorized use of a card (lost/stolen/used without right), nor if the Holder/User acted fraudulently or did not comply with contractual obligations regarding the safe keeping of personalized security elements, with intent, fault or gross negligence.

3.4.7.5. The Bank cannot be held liable for a third party's refusal to accept payment by card or for the fact that an application for authorization of a card transaction is refused for any reason.

3.4.7.6. The Bank is not liable for **(i)** damages resulting from exceeding the available balance of the account or usage limit of the card, **(ii)** the acceptance method of the card by merchants or for refusal to accept a card, **(iii)** late or erroneous debit of transactions

made with the card, if this delay or error is caused by third parties (for example late transmission of transactions for settlement).

3.4.8. Validity of the card. Automatic renewal. Termination of the Card Contract

3.4.8.1. The card contract is valid from the date of its conclusion until the expiry of the validity of the card it holds and its return to the Bank, with the possibility of automatic extension.

3.4.8.2. The Bank shall notify the Holder/User in writing of the expiry of the validity of the card and, if applicable, of the automatic extension of the contract.

3.4.8.3. Upon expiry of the validity of a Card, the Card Contract shall be automatically extended, under the conditions provided in the contract, and the Bank shall transmit to the Holder/User a new Card after verifying the fulfilment of the conditions set by the Bank for the renewal of the Card and if the Holder/User does not notify the Bank of the termination of the contract, in the manner agreed by the contract.

3.4.8.4. The card will not be renewed if the Holder/User notifies the Bank of the cancellation of the Card 2 months before its expiration. The denunciation becomes effective only after the card is returned to the bank.

3.4.8.5. Cards shall be automatically renewed upon expiry of validity only if the following conditions are met simultaneously:

(a) the card is not blocked as a result of the application of the provisions of the contract or as a result of non-compliance with other contractual conditions imposed by the Bank; **(b)** the current account or revolving account is not blocked as a result of the follow-up procedure; **(c)** the current account or revolving account does not register an unauthorized overdraft; **(d)** the holder/user complies with the risk criteria of the Bank; **(e)** the Holder/User has not notified the Bank of the unilateral termination of the Contract, according to the procedures provided in the Contract; **(f)** the existence of operations in the last 6/12 months (depending on the type of card) on the current account/revolving account or the existence of a minimum available amount in the account, the amount of availability funds being established by the Bank; **(g)** the Holder maintains their status as a student at a university (state or private) in a full-time, part-time or remote education program (for BRD-ISIC cards) or as a student (for Card 10); **(h)** the fulfilment of the age conditions imposed on the Holder (in the case of the card issued for minors and the credit card).

3.4.8.6. In case of withdrawal from the offer of a type of card, the Bank reserves the right to renew the card with another type of card, with the prior notification of the Holder/User.

3.4.8.7. The Card Contract shall cease by law if the Holder/User does not pick up the newly issued, restored or renewed card, within the time limit set by the Contract.

3.4.8.8. In case of termination of the Card Contract in any way, the Bank is entitled to block the current account balance (with an attached card) or the limit available in the revolving account for a period of 30 calendar days from the date of termination of the contract, for the purpose of settling all operations performed prior to termination and which can be transmitted during this period by the accepting parties. The contract will remain in force and will take effect until the settlement of all card operations.

3.5. REMOTE BANKING SERVICES

3.5.1. General Principles

3.5.1.1. The Client may contract various services of the Bank and may perform certain operations also through remote banking services provided by the Bank, in compliance with the legislation in force and with the Bank's internal procedures and regulations. The provisions of this Section 3.5.1. - "General Principles" applies to remote banking services regulated in Chapter 3.5 - REMOTE BANKING SERVICES, as well as remote banking services regulated by separate contracts/documents concluded between the Client and the Bank, including but not limited to the

YOU BRD Service, to the extent that they do not contradict the latter.

3.5.1.2. Interpretation of terms specific to Remote Banking Services

Subscriber: the Client who has joined one of the remote banking services. The account proxy may adhere to some of the services under the conditions specified by the Bank and shall be subject to all applicable provisions of this Contract, with the limitations mentioned, in the same way as the Account Holder Client.

Support Account: the current account specified by the Subscriber from where the Bank withdraws the monthly usage fee. The typology of bank accounts that can be defined as a Support Account is established by the Bank and communicated to the Subscriber at the time of contracting the service.

3.5.1.3. Accounts that may be subject to remote banking services must be active, not be subject to a ban under the Bank's internal rules (e.g. registration in the Payment Incidents Central), not be subject to a court ban, not be blocked and be opened with BRD on behalf of a Client natural person. The subscriber will be able to perform operations (e.g. payments made by credit transfer) in these accounts through remote banking services to the extent that (i) the banking specifics of these accounts allows it; (ii) the Bank has not prohibited/restricted access to these accounts through remote banking services. The Bank reserves the right to restrict access to remote banking services if the accounts with which the Subscriber has joined the remote banking service no longer meet these conditions.

3.5.1.4. Rights and obligations specific to Remote Banking Services

3.5.1.4.1. Rights of the Bank:

(a) To limit and change the value of transactions ordered by the Subscriber, per operation and per day. The transactional values are brought to the attention of the Subscriber through the remote banking service they use and may become aware of it before the normal operations are carried out.

(b) To complete the list of functionalities of remote banking services without the need to conclude an addendum. If the Subscriber considers that the new functionalities are contrary to their interests, they may request the termination of the contract specific to the respective service.

(c) Not to intervene in disputes between the Subscriber and the telephone operator/Internet provider.

(d) The Bank is exempted from liability for any direct or indirect damage suffered by the Subscriber and shall not pay any damages to the latter or any third party for the following cases: **(i)** infiltration of third parties into the computer system of the telephone operator/Internet provider, using fraudulent means or any other methods that could cause them, without restriction, damage to information, destruction of databases, software or disclosure of information – the Client understands that the telephone operator/Internet provider remains solely responsible for the protection of their computer system against such infiltration and is responsible for the protection and security of their computer system; **(ii)** complaints or malfunctions caused solely by the mistake or negligence of the telephone operator/Internet provider or its subcontractors; **(iii)** the transmission of information in the network of the telephone operator/Internet provider or for any incidents occurring during the transmission of information when the Subscriber uses the services; **(iv)** data loss, distortion or delay in data transmission caused by events not under the control of the Bank; **(v)** improper use of the Bank's instructions, inaccuracy of the information entered by the Subscriber, requested at the time of the performance of transactions or/and malfunction of its equipment; **(vi)** any malfunctions of the services; **(vii)** the consequences caused by the interruption of the remote banking service, if the Subscriber does not address the Bank for the performance of operations through

other services provided by the Bank. The client understands that any communication/procedure via unsecured remote communication techniques is made on sole responsibility, as the Bank shall not retain liability in case of possible frauds.

3.5.1.4.2. Bank's Obligations:

(a) To apply the strict Authentication of the client when it accesses its payment account online or initiates an electronic payment operation, or undertakes any remote action that might involve a risk of fraudulent payment or other abuses.

(c) To be liable for the losses suffered by the Subscriber in performing transactions after receiving the notification of the Subscriber regarding the fact that third parties know its Personalized Security Elements.

(d) To be liable for the losses suffered by the Subscriber if it has performed transactions in breach of the order given by the Subscriber.

(e) To provide the Subscriber with a detailed list of the operations performed in the current accounts/revolving account through the remote banking services.

(f) To take immediate steps to assess, prevent and minimize the risks that may occur as a result of the fraudulent use of Personalized Security Elements, if the Subscriber notifies the Bank of an event of those specified in chapter 3.5.1.4.4 Subscriber's obligations, letter (d).

3.5.1.4.3. Subscriber's rights:

To modify the support account, as well as the list of accounts with which they joined the remote banking service (list of consultable accounts), provided that at least one usable account is maintained. These changes can be made in the Bank's units, by filling in the specific forms, through the MyBRD Contact service, as well as by any other means made available by the bank and brought to the attention of the subscriber. Exclusion of an account from the list of usable accounts will have no consequence on the existence of that account.

3.5.1.4.4. Subscriber's obligations:

(a) To safely maintain and use the Personalized Security elements related to each remote banking service and their identification data as the Subscriber is solely responsible for the consequences of their disclosure to or use by third parties.

(b) Not to define/use the personalized security elements that can be easily known by third parties.

(c) To inform the Bank as soon as possible and in any way about any disclosure/use of the personalized security elements by unauthorized third parties. All the transactions performed by the Subscriber must be authorized based on the personalized security elements to be considered by it. Entering the personalized security element belonging to the Subscriber represents the unambiguous consent by the latter to the processing of the sent operations and their consequences may not be attributed to the Bank.

(d) To notify the Bank as soon as it finds the registration in their account of transactions that have not been ordered by the Subscriber or elements that create suspicions about the possibility of other persons knowing the personalized security elements.

(e) To specify a support account from which fees and costs related to the operations performed will be charged and to modify it if the initial specified account becomes inaccessible through the remote banking service.

(f) To periodically consult the additional data necessary for the use of the service and the related guides, published on the institutional website of the Bank displayed at its premises.

3.5.1.5. Provision by third parties of the information services on accounts or payment initiation

The provision of these services by third parties is not conditional on the existence of a contractual relationship between them and the Bank.

The Bank may grant to these third parties the access to the Client's Account, accessible online, without being liable for the fulfilment of obligations of such third parties.

The Bank may refuse the PISP or AISP access to a payment account if there are objectively justified reasons and evidence related to unauthorised access of the PISP or AISP to the payment account. In such cases, the Bank shall communicate to the Client, through the means agreed in this Contract, the refusal of access to the payment account and the reasons for such a refusal.

3.5.1.5.1. Payment initiation services

The procedure for expressing the consent for the execution of a payment transaction is the one agreed between the Client and PISP. The Bank has the obligation to communicate with the PISP in security conditions and immediately after receiving the payment order on its behalf, it shall communicate all the information required for executing the payment transaction. The Bank shall not charge the Client different fees in relation to operations initiated as such.

3.5.1.5.2. Account information services

The procedure for expressing the consent for the supply of information related to the Client's accounts opened with BRD is the one agreed between the Client and AISP. The Bank has the obligation to communicate with the AISP in security conditions, providing it with information on the Client's Accounts accessible online. The Bank shall not charge the Client for this service.

3.5.1.6. Remote banking services fees

The subscriber has the obligation to pay the monthly fee for the administration of the contracted remote banking service, as well as the fees/costs related to the banking operations performed through the respective service, as they are mentioned in the Fee Guide. The Subscriber shall also bear the costs of phone communication/internet service, which shall be invoiced directly by the telephone operator/internet supplier.

3.5.1.7. Duration, suspension, termination of the contract

The contract relating to remote banking services is concluded for an indefinite period of time. In addition to any cases of suspension/termination of the contract referred to in Article 1.8. Duration and termination of the contract, the Bank reserves the right to suspend access to the remote banking service and, as the case may be, to terminate the related contract without prior notice or other formality in any of the following situations: (i) the accounts with which the Subscriber has joined the remote banking service no longer fulfil the conditions referred to in Article 3.5.1.3. Accounts that may be subject to remote banking services (ii) the Subscriber does not ensure the existence of a sufficient amount to cover the monthly administration fee related to the service and/or the costs due to the Bank following its use, in the account and conditions mentioned in the Contract; (iii) the deletion of the support account of the service from the list of accounts accessible by remote banking services and the absence of another account that could be chosen as a support account; (iv) the occurrence of risks related to the Bank's computer system (v) non-compliance by the Subscriber with the provisions of the Contract related to the remote banking services.

The subscriber may, if necessary, request the suspension/termination of the remote banking service contract in writing in the Bank units or by calling the MyBRD Contact service.

3.5.1.8. Other provisions on remote banking services

The proof for the Bank of receipt of instructions from the Subscriber, the justification of related

and the charging of related fees is represented by the records of the systems used to receive instructions of the Subscriber or their reproductions on computer medium or on paper (statements of accounts printed by the Bank). The period for storing these instructions on the Bank servers is of 10 years from the date of closure of the year in which they were prepared, as required by the law in force.

The general, economic and financial information provided by the remote banking services is informative in nature.

Both the content of the websites and the software that serves the remote banking services are the exclusive property of the Bank. Outside the provisions of the Bank - Subscriber Contract on how to access and operate the remote banking service, any activity for operating them (such as reproduction, adaptation, representation, etc.) is not allowed without the prior consent of the Bank and shall be sanctioned according to the laws in force.

3.5.2. MyBRD Contact SERVICE

3.5.2.1. It is a remote bank service via the distribution channel "Telephone" and can be called by phone numbers: 021 302 61 61 (number with normal fee available from any network) or *BANCA (*22622) (charged as a network call, from any number Orange, Vodafone, Telekom Mobile and RCS Digi Mobil).

3.5.2.2. Through this service channel, the Subscriber has access to certain personalized information about the products/services owned at the Bank (namely the account balance and the last operations registered on the current account), automatically, via the answering machine line, under security conditions. For this purpose, the Subscriber will choose the appropriate option from the phone keypad, in accordance with the instructions of the answering machine, and will identify with the MyBRD Contact identifier and the numerical access password.

3.5.2.3. The functionalities of the service become active the next business day after signing the standard forms of the Bank, in case of subscription at the level of the BRD network of units, respectively at the time of the client's phone confirmation, in case of subscription through MyBRD Contact. In the event of termination of the service, it shall take effect the next business day from the date of the request.

3.5.2.4. The Subscriber accounts that can be used to obtain information automatically from the answering machine are current/savings accounts that the Subscriber has opened with the bank as the holder or as a proxy. Joining the MyBRD Contact Service for accounts that the Subscriber holds the status of proxy is done only with the consent of the account holder, at the BRD unit.

3.5.3. MyBRD SMS SERVICE

3.5.3.1. It is a "remote banking" service accessible at the specific short number **1701** by mobile telephones and having as object the access/receipt of information on accounts opened with the Bank or general banking information.

3.5.3.2. The information that can be accessed/received through the MyBRD SMS service is as follows:

(a) information about accounts opened with the Bank, varying depending on the type of account: (i) for current and savings accounts: the date (day, hour, and minute) the balance was transmitted, the account label and currency, the available balance at the time of transmission, and the approved credit limit; (ii) for accounts with an attached credit card: the date (day, hour, and minute) the balance was transmitted, the account label and currency, the available balance at the time of transmission, the credit due date, and the interest rate; (iii) for credit accounts: the date (day, hour, and minute) the balance was transmitted, the account label and currency, the account balance (credit balance + overdue amount), the credit due date, and the interest rate; (iv) for deposit accounts: the date (day, hour, and minute) the balance was transmitted, the account label and currency, the available account balance, the deposit maturity date, and the interest rate.

(b) information about the last 5 transactions (mini-statement of account) in a current account, savings account or account attached to a credit card: debit transactions, credit transactions or debit and credit transactions;

(c) preset alerts on changes in the balance of current, savings or credit card accounts: (i) increase/decrease of account balance above/below a pre-set limit; (ii) debit/credit account with an amount above a pre-set limit

(d) adding/deleting/listing phone alerts

(e) information about the Bank's exchange rate and the NBR exchange rate of the current date or any other previous date for the following currencies: USD, EUR, GBP, CHF and JPY. The previous date may not be older than one year from the date of the request for information.

(f) general information about the offer of services and products of the Bank.

(g) any other functionalities that will be launched by the Bank after signing this Contract.

3.5.3.3. The use of MyBRD SMS implies the possession of a mobile phone connected by subscription or prepaid card in the network of one of the mobile operators in Romania, with a GSM operating license, on the Romanian territory or in one of the countries with which the operator has roaming agreements (if the Subscriber has activated the service that allows the phone to be used abroad).

3.5.3.4. The list of types of accounts usable and functionalities offered through MyBRD SMS will be communicated to the Subscriber prior to the conclusion of the contract and may be modified in time by the Bank, with the notification of the client. The Subscriber can subscribe to MyBRD SMS with new accounts by modifying the joining application, at any of the Bank units or by phone, via the MyBRD Contact service.

3.5.3.5. In order to be able to join MyBRD SMS, the Subscriber must indicate at least one active current account, savings account or with a credit card attached, which is usable via MyBRD SMS, and used as a support account (with the possibility to request its modification later).

3.5.3.6. The MyBRD SMS service gives the Subscriber the opportunity to be informed at any time, 24 hours a day, 7 days a week, about the status of the accounts with which the Subscriber has joined. The Client can request/receive information through MyBRD SMS as follows: (i) on request: by SMS order sent to the dedicated short number 1701; (ii) periodically: with a periodicity pre-established by the Subscriber (daily, weekly, monthly) for balance information on current accounts, savings accounts, accounts with attached credit card, credit accounts, deposit accounts and for exchange rate information; (iii) by generating preset alerts.

3.5.3.7. Access to MyBRD SMS is possible only with the use of the security code (PIN) provided by the Bank at the time of activation of the service. This is a randomly generated alphanumeric code, and the Subscriber must change it in order to use the service. The PIN code can be written in both lowercase and uppercase letters. The Subscriber has the obligation to maintain the confidentiality of the security code. As a security measure, the connection with MyBRD SMS is interrupted after entering three wrong PINs.

To reset the PIN, the Subscriber will need to contact the Bank (at any unit or by phone, via the MyBRD Contact service).

3.5.3.8. The Bank shall not be liable for: (i) telephone non-performance due to the failure to pay the telephone bill, or the failure to fulfil any other obligations that the Subscriber has toward the mobile operator; (ii) failure to receive a message by the Subscriber due to the malfunction of the mobile phone/telephone network of the Operator or the fact that it is not within the coverage of the telephone operator; (iii) loss of the integrity of the data transmitted correctly and completely by the Bank, by fault of the mobile phone providers; (iv) , as a result of the telephone communication settings activated by the mobile phone / mobile phone network of the subscriber; (iv) inability to send/receive messages on the Subscriber's mobile phone due to settings configured by the Subscriber or restrictions activated/imposed by the mobile network operator; (v) incorrect information entered by the Subscriber using the mobile phone keypad.

3.5.3.9. The Subscriber has the obligation: (a) to purchase, using own means, the mobile phone compatible with the MyBRD SMS Service and to ensure its functioning/maintenance and connection to one of the phone operators; (b) to safely keep the mobile phone and SIM card, understanding that the Bank will not be liable for any operations in case of loss, theft or loan of these; (c) to immediately contact the phone operator to block the SIM card in case of loss or theft of the phone and SIM card; (d) to promptly inform the Bank of any event that could prevent access to messages, especially in case of loss or theft of the phone and SIM card, changing the phone number, terminating the contract with the phone operator. In the absence of instructions to the contrary, the Bank will continue to send messages on the phone number indicated in the specific conditions of the application for joining the MyBRD SMS Service; (e) to pay the service costs, detailed below.

3.5.3.10. Costs. The use of the MyBRD SMS service involves the payment by the Client of the following categories of bank fees:

(a) monthly administration fee: is charged monthly, on the 1st of the month, from the support account, for the use of the service in the previous month.

(b) fee for the inquiry of balance and mini statement for current, savings, and credit card attached accounts: it is debited from the account for which the information was requested, before its transmission.

(c) fee related to received messages such as: alerts, balance information for deposit accounts and credit accounts, exchange rate queries, general information - is charged monthly, on the 1st of the month, from the support account, for messages received in the previous month.

The amount of these fees is published in the Fee Guide.

3.5.3.11. The operations carried out on the accounts with which the Subscriber subscribed to MyBRD SMS and the related bank fees are reflected in the statements of account. At the express request of the Subscriber, the Bank shall provide with a detailed list of the operations performed.

3.5.3.12. The cost of SMS messages generated by the Subscriber is the one practiced by the telephone operators and is paid according to the contracts concluded with them.

3.6. ACCOUNT SWITCHING SERVICE

3.6.1. General Aspects

It is a service that enables the account holder to transfer from one payment service provider (hereinafter referred to as “transferring payment service provider” or “previous bank”) to another (“receiving payment service provider” or “new bank”): **(i)** either of the information relating to all or some of the scheduled payment orders for credit transfers, recurring direct debits and recurring credit transfer receipts executed on a current account; **(ii)** either of the positive balance of the payment account from one payment account to another; **(iii)** either of both (i) and (ii), with or without the closure of the old account, without the account holder contacting the previous Bank themselves. The account switching service can be performed only between payment accounts held in the same currency and only on the basis of a form (“**Authorization**”), completed and signed by the account holder, through which they request the previous payment service provider and the recipient payment service provider to perform the operations related to the change of account. The bank may be a receiving payment service provider (new bank) or a transferring payment service provider (previous bank).

3.6.2. The switching accounts service on national territory

3.6.2.1. If the Bank is a recipient payment service provider (new bank), the Bank shall proceed to the opening of the account only after receiving the authorization and after signing the contractual documentation for opening the account. By authorization, the Client has the possibility to:

(a) give their consent **to the previous Bank** concerning: **(1)** the transmission to the new Bank and, if the Client expressly so requests, to the Client, of a list of (i) existing scheduled payment orders for credit transfers and (ii) available information on direct debit mandates that are exchanged; **(2)** the transmission to the new Bank and, if the Client expressly so requests, to the Client, of the available information regarding (i) recurring receipts by credit transfer and (ii) direct debits initiated by the beneficiaries of payments, executed in the Client’s payment account in the last 13 months; **(3)** non-acceptance of direct debits and credit transfer receipts from the date indicated in the authorization; **(4)** cancellation of permanent payment orders from the date indicated in the authorization; **(5)** transfer to the payment account opened or held by the Client with the new Bank of any positive balance remaining in the Client’s payment account, on the date indicated by the Client; **(6)** the closure of the payment account held with the previous Bank on the date indicated by the Client.

b) give its consent **to the New Bank** regarding: **(b1)** the establishment of scheduled payment orders for credit transfers requested by the Client and their execution starting with the date indicated in the authorization; **(b2)** the making of any preparations necessary to accept direct debits starting with the date indicated in the authorization; **(b3)** informing the payers who make recurring payments by credit transfer to the Client’s payment account, as they are mentioned in the authorization, in relation to the details of their payment account held with the new Bank and sending to the payers a copy of the authorization showing their agreement to switch the account; **(b4)** informing the beneficiaries of the payments referred to in the transfer authorization who use a direct debit facility to collect funds from the Client’s payment account of the details of the Client’s payment account with the new Bank and the date on which direct debits are collected from the respective payment account and transmitting a copy of the transfer authorization to the beneficiaries of the payments.

(c) clearly identify credit transfer receipts, payment orders scheduled for credit transfers and direct debit mandates to be exchanged;

d) specify the date from which payment orders scheduled for credit transfers and direct debits must be executed from the payment account opened or held with the new Bank.

3.6.2.2. If the Bank is the previous Bank, upon receipt of a request from the new Bank, it shall perform the following operations, if provided for in the authorization:

(a) provide the new Bank with a list of existing scheduled payment orders for credit transfers and available information on direct debit mandates that are exchanged;

b) provide to the new Bank available information on recurring receipts by credit transfer and direct debits initiated by the creditor, executed in the Client’s payment account in the last 13 months;

c) no longer accept receipts by credit transfer and direct debits from the Client’s payment account starting with the date indicated in the authorization;

d) cancel permanent payment orders from the date indicated in the authorization;

e) transfer the remaining positive balance from the Client’s payment account to the payment account opened or held by the Client at the new Bank, on the date indicated in the authorization;

f) close the payment account on the date indicated in the authorization, **except in cases where:** f1) the Client has outstanding obligations in relation to the payment account in question; f2) the current account is used for other services contracted by the Client, such as active credit products (authorized overdraft, credits, etc.) or other active products and services attached to the current account (cards, deposits, remote banking services, etc.); f3) the account is garnished or made unavailable, in accordance with legal provisions, for the purpose of fulfilling obligations assumed by the Client toward the creditor or toward third parties, and **only if the following conditions are cumulatively met:** (i) the Client has handed over to

the Bank all the instruments/devices through which the account is accessed and (ii) the conditions regarding the closure of the account/attached products and services provided in the contract concluded between the Client and the Bank are met.

3.6.3. If the Client informs the Bank that they wish to open a payment account with a payment service provider located in another Member State of the European Union, upon receiving such a request from the Client, the Bank shall perform the following types of assistance:

a) provide the Client free of charge with a list of all payment orders scheduled for credit transfers currently active and direct debit mandates generated by the debtor and available information on recurring credit transfer receipts and direct debits initiated by the creditor executed in the Client's payment account in the last 13 months;

b) transfer any positive balance remaining in the payment account held by the Client to the payment account opened or held by the Client with the new payment service provider, provided that the request includes complete information enabling the identification of the new payment service provider and the payment account of the Client;

c) close the payment account held by the client, **except in cases where:** (i) the Client has outstanding obligations in relation to the payment account in question; (ii) the current account is used for other services contracted by the Client, such as active credit products (authorized overdraft, credits, etc.) or other active products and services attached to that current account (cards, deposits, remote banking services, etc.); (iii) the account is garnished or frozen, in accordance with legal provisions, for the fulfilment by the Client of obligations undertaken toward the creditor himself or toward third parties, and **only if the following conditions are cumulatively met:** (i) the Client has handed over to the Bank all the instruments/devices through which the account is accessed and (ii) the conditions regarding the closure of the account/attached products and services provided in the contract concluded between the Client and the Bank are met.

4. PRODUCT AND SERVICE PACKAGES

4.1. The product and service packages offered by the Bank represent groups of products and services based on a support account. The products and services included in a package shall maintain their specific operating conditions.

4.2. The underlying account is the current account opened by the Client, through which the operations related to the products and services in the package are carried out. The current account with basic services can be the support account of the package only if the Client waives the tariff benefits related to the current account with basic services and accepts the benefits and other conditions of the package.

4.3. A package includes a series of products and services that are binding during the lifetime of that package, detailed in the specific forms. Failure to comply with the conditions for activating any mandatory product (for example, not picking up the card from the Bank within the agreed term, etc.) automatically leads to the failure to activate the contracted package. In this case, the activated products and/or services are to operate individually according to the product characteristics and will be charged according to the Fee Guide in force at the date of the contract.

4.4. Other products and services included in the Bank's offer (but not within the package chosen by the Client) may be attached to the support account of the package, as individual products under the standard fee conditions in force, at the Client's request.

4.5. The Bank may offer preferential fee conditions when purchasing a package, compared to the individual purchase of products and services. In addition, the Bank may grant to holders of BRD packages preferential fee conditions for other products/services from the Bank's offer – in which case the

preferential fee conditions will apply during the period of ownership of the package, starting with the first maturity of those costs, after the purchase of the package.

4.6. A product/service may not be part of several packages owned by the same Client at the same time (except: MyBRD Contact service, MyBRD SMS service, Internet/mobile banking service). Furthermore, the benefits related to the package cannot be cumulated with those related to a salary payment convention or other financial rights.

4.7. The package holder client has access to a series of non-banking benefits, negotiated by the Bank with external partners. The non-banking benefits negotiated by the Bank may change and will be updated periodically in promotional materials and on the website www.brd.ro.

4.8. The Client can purchase a package of products and services through BRD units, online (if the relationship with the Bank takes place through **YOU BRD** (mobile banking channel)), as well as through the MyBRD Contact service. In this regard, the Client will fill in the fields corresponding to the packages and the options related to the products in the package, from the specific form provided by the Bank, on paper or electronic form, as the case may be. If the package is contracted through the MyBRD Contact service, the required information and the Client's preferences will be gathered during the telephone interaction with the Bank and will be confirmed by the Client via email. The package subscription form/application, together with the General Banking Conditions for natural persons, the Fee Guide, and the specific contracts for the products and services included in the package, as well as their annexes, form together the contract for the purchase of the package.

4.9. Fees. Throughout the existence of the package, the Customer owes and pays to the Bank the fees and costs corresponding to the package of products and services, as follows. They shall be collected automatically, on the due date, from the support account of the package or, if the balance of the support account of the package is not sufficient, from any other account of the customer. These fees/costs are the following:

4.9.1. The monthly administration fee of the package, which includes: (i) the account(s) management fee included in the package; (ii) the debit card management fee included in the package; (iii) the monthly remote banking service administration fee, if applicable, according to the package opening documentation; (iv) the fees related to free operations, as specified in the package structure.

The monthly administration fee of the package is charged as follows:

(a) For the current account packages with the condition of: (i) minimum receipts; (ii) minimum receipts or resources in the BRD group; (iii) minimum receipts or resources in the BRD group and monthly completion, by the end of each month, of a minimum number of payment transactions; (vi) monthly execution, by the end of each month, of a minimum number of payment transactions; (vii) maximum age of the package holder for contracting the package, the monthly management of the package is 0 (zero), if this condition is met, for the specific period and amounts specific to the type of the package held. For the purposes of this Chapter 4 "PRODUCT AND SERVICE PACKAGES", "receipts" means any amounts of money received into the current/savings accounts held by the client with BRD, except for amounts originating from: loans granted by the Bank, matured deposits, credit transfer operations made from the Client's own accounts held with the Bank, credit transfer operations - representing (partial or total) reversals or refunds of transactions made by card; "holding resources within the BRD group" means the balance at the end of the month in current accounts, savings accounts, term deposits, and investment products; and "payment transactions" means: (i) payments through the Internet & mobile banking **YOU BRD** service, from any current account held by the Client, representing intra-bank payments (except payments between the accounts of the same Client), intra-bank payments with financial instruments, instant/standard interbank payments (including

payments to the Treasury), invoice payments, and (ii) payments made with the debit card included in the package at the accepting parties' POS, including online payments (except quasi-cash transactions) and bill payments made by card at ATM/MBA/ROBO.

The Client can benefit from a grace period, mentioned in the package opening documentation, in which they will not pay the monthly package administration fee regardless of the fulfilment/failure to meet the conditions mentioned above. After the expiration of the grace period, the Bank shall verify the fulfilment of these conditions and, in case of failure to meet them, automatically charges, from the support account of the package, the amount of the monthly package administration fee, specific to the type of package held, according to the package opening documentation.

(b) for current account packages without the conditions referred to in point (a), the monthly package administration fee shall be charged monthly, on the day corresponding to the day of purchase of the package, according to the package opening documentation. If the Bank does not exercise, during certain periods, the right to charge the monthly package administration fee, this does not constitute a waiver of the Bank's right to charge this fee in the future.

4.9.2. Yearly premium for the Confort insurance. If an insurance contracted prior to the package is included in the package, the preferential premium shall be collected from the following yearly deadline.

4.10. Change of the products and services package structure.

The Bank has the right to change the structure of the packages of products and services already contracted by the Client, by removing/replacing certain products from the package, if they are no longer part of the Bank's offer. Any change in the structure of the product and service packages will be communicated to the Client and will take effect on the date stated in the said information.

4.11. Changing the package of products and services held with another package.

4.11.1. The change of the product and service package may take place through the Bank's network of units or, in the case of certain packages, through the MyBRD Contact service. 2. In order to change the package of products and services held with another existing package in the Bank's offer, the Client will close the old package and request the opening of a new one. Products and services included in the old package:

(i) will be included in the new package if they are found in its structure. The bank will transfer them from one package to another under the fee conditions specific to the new package or, as the case may be,

(ii) shall be subject to the standard fee conditions in force at the time of the closure of the package, if they are not included in the structure of the new package. The Client has the possibility to close these products and services in accordance with the functionalities and provisions characteristic of each product/service.

4.12. Closing product and service packages

4.12.1. Each contracting party has the right to unilaterally terminate the contract for the package of products and services, subject to a notice of 30 calendar days (in case of denunciation by the Client) and two months (in case of denunciation by the Bank), communicated in writing to the other Party.

4.12.2. The closure of the product and service package may take place both through the Bank's network of units and through

the MyBRD Contact service. Upon termination of the package, the Client may (i) waive all products in the package of products and services; or (ii) keep one, several or all products included in the package as standalone products (if available in the Bank offer and individually, outside the packages). In this case (ii), for all products and services that the Client maintains, the standard fees and interest rates of the Bank, in force at the time of the closure of the package, shall become applicable.

4.12.3. The contract regarding the package of products and services will be terminated, by unilateral denunciation by the Client, only if all the payment obligations due and unpaid arising from the respective contract are settled.

4.12.4. The Bank may terminate the product/service package or any product/service corresponding to it if the fees/costs corresponding to the package and/or the products included in the package are not paid, or the Customer fails to observe any contractual obligations undertaken.

4.13. Closing products and services within the package

4.13.1. A product/service included in the package may be closed by the Client, upon request or by the bank, according to the provisions of this contract.

4.13.2. The closure of products and services included in the package may or may not result in the closure of the package, as follows:

a) Closing any mandatory product/service in the package also leads to the closure of the package. These are products/services required in the package: (i) the support account; (ii) the main debit cards attached to the support account, issued on the name of the package holder, purchased within the package, including the cards issued/renewed and not picked up from the banking unit within the agreed term; (iii) the remote bank services: the MyBRD Contact ~~interactive~~ service, the MyBRD SMS service, ~~the YOU BRD service~~ (only if the services are mandatory within the package, according to the opening documentation for each package); (iv) certain free benefits included in the package (such as the Avantaj 2 hospitalization insurance).

Following the closure of one of the mandatory products that generates the closure of the package, the other products and/or services included in the package structure will remain active, but, starting with the next maturity, will be charged as products/services purchased separately (outside of a package), in accordance with the Fee Guide.

b) Closing the optional products/services in the package does not cause the package to close. These are optional products/services in the package, depending on the case: (i) current accounts in addition to the support accounts of the package, (ii) additional debit card for the package holder; (iii) debit card for the authorized user designated by the holder, (iv) savings account, (v) remote banking services: Internet and mobile banking service, MyBRD SMS service, MyBRD Contact service (if these services are optional within the package, according to the specific forms), Internet and mobile banking service YOU BRD; (vi) the CONFORT Insurance. Once these products/services are closed, the package will continue to work. The bank will continue to collect the package management fee at the level provided in the Fee Guide.

ANNEX. NOTIFICATION ON THE PROCESSING OF PERSONAL DATA¹

B.R.D. - Groupe Société Générale S.A. ("the Bank" or "we"), as the controller, would like to inform you about how we process your

¹ Prepared in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April

2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("GDPR"), applicable from 25 May 2018.

personal data² in the context of BRD's activity, as well as about your rights as a data subject.

I. WHAT DATA CATEGORIES DO WE PROCESS?

As the case may be, the Bank processes the following personal data categories:

- **identification data**, such as name, surname, personal identification code, series and number of ID card/birth certificate/other identification document (e.g. passport, residence permit, etc.), as well as other information contained therein (e.g. date and place of birth, citizenship, gender, type of identity document, date of issue, expiry date, etc.), signature, personal data included in the digital certificate in case you use electronic signature in your relationship with the Bank, the data from the document (birth certificate/judicial decision) certifying the status of legal representative of the minor/person deprived of legal capacity/person with limited legal capacity;
- **marital status data**, such as marriage certificate data;
- **contact details** such as: home address, mailing address, email, phone;
- **video or static image**, if entering into a relationship with the Bank and/or contracting certain products and services does not imply your physical presence in our premises or when you visit the Bank premises or use our ATMs. Our surveillance system has no right to capture by focusing, selective targeting or profiling, but only by continuously or sequentially processed recordings, at low or high-definition quality;
- **the photograph** from the identity card/ identification document;
- **voice**, if entering into the relationship with the Bank and/or contracting certain products and services does not imply your physical presence in our premises and in the case of recording calls for the achievement of purpose D "Services – support and complaint management" under item III "Why do we process personal data?" below and when participating, in order to carry out the contract with you, at conferences/video-conferences in which you have chosen to record the session and you have given your consent for the recording of your voice and the other data communicated during that conference;
- **data needed to assess your eligibility**, such as:
 - professional qualification information, such as information on the occupation, the name of the employer, the position held, etc.;
 - information serving customer knowledge, such as the public position held, political exposure, special relationships with the BRD Group, etc.;
 - tax information, such as country/countries of tax residence and tax identification number;
 - information about your economic and financial status, such as income, solvency, credit history, property owned;
 - transactional information (such as transactional history, product type: deposits, savings accounts, etc., date of granting/maturity, initial or current amounts/balances, including outstanding amounts, amounts held, etc.);
 - information relating to fraudulent or, as the case may be, potentially fraudulent activities, such as charges and convictions for (attempts to) fraud, committing contraventions or offenses (for money laundering and/or terrorist financing, etc.);
 - information regarding the warranty, as well as information about the initial owners of the property brought as collateral;
 - health data included in: specific documentation for loans intended for covering medical expenses, such as: data included in documents issued by the healthcare institution certifying the level

of costs related to treatment/ hospitalization/ investigations/ interventions; and/ or in documents issued by the General Directorate for Social Assistance and Child Protection, in the case of loans for the purchase of vehicles adapted for people with disabilities and/or in the case of loans for adapting housing according to the specific individual access needs of people with disabilities;

- **any other data needed or useful for the performance of the Bank's activity**, under the law, as well as personal data made known by the data subjects under various circumstances related to the interactions with the Bank.

Note: In the case of clients represented by the agents/other forms of representation, the Bank will also process the identification data of the person representing the client (such as name and surname, date and place of birth, personal identification code or similar identifier, the address at which they lives and their legal status - such as domicile, residence, citizenship), including other personal data mentioned in the document attesting the power of representation.

II. WHERE DO WE GET THE PERSONAL DATA FROM?

We process personal data that you provide to us, directly or indirectly (for example, through a proxy or other persons representing you in your relations with the Bank, such as persons who are invested with the exercise of parental authority/guardianship), or that we generate or deduct as a result of our interaction with you through any of the communication channels with the Bank.

We can also obtain and process your personal data from external sources, such as:

- **public institutions and authorities** (for example: ANAF, FNGCIMM, NBR - Credit Risk Centre or Payment Incidents Centre (CIP), National Integrity Agency, National Pension House, General Directorate for Persons' Records etc.). For example, we can query the databases of public authorities/institutions to obtain certain information, such as: your tax situation, including Tax Identification Number; statement of assets, in the case of publicly exposed persons; the status of your forced execution file; your status as an employee; information regarding the compensation file by FNGCIMM; your identification details from the Credit Risk Centre, including information on the type of the contracted credit, the level of indebtedness, and membership in a group of debtors.
- **electronic registers and databases** (e.g. courts portal, Credit Bureau, National Register of Movable Property Publicity (RNPM), entities empowered to manage databases with designated persons, subject to international sanctions for blocking funds and those exposed politically, R.N.E.P. (The National Register of Persons' Records etc.). For example, but not limited to, when entering into a relationship with the Bank, as well as for the purpose of providing the financial-banking products and services you request from us, we query: (i) the R.N.E.P., to validate the data you provide to us and to obtain additional data for the purpose of verifying your identity. Examples of such data include: first and last name, personal numerical code, type, series and number of the identity document, home/residence address, date of issue of the identity document, expiration date of the identity document, issuer of the identity document, date and place of birth, your photograph from the identity document, (ii) the court instances portal to verify if you are involved in criminal lawsuits, likely to reveal a certain fraudulent conduct, (iii) the Credit Bureau, to assess the Bank's exposure related to your payment behaviour or other incidents with other banks, in case you request a credit product, (iv) if you are listed in the databases of designated persons, subject to international sanctions for blocking funds.

² Data processing refers to any type of operation (collection, storage, copying, deletion, disclosure, etc.) concerning personal data (data that can lead Us to you or another identified individual).

- **entities involved in payment operations** (for instance: international card organizations, such as Visa and Mastercard, economic operators accepting card payments, Banks, and other payment institutions involved in payment schemes, Central Depository). For instance, when you make card transactions, we may receive some data needed to make the payments (e.g. the card data, the amounts related to the transactions) from the traders who accepted the card payment. Also, within other types of operations (e.g. credit transfer, direct debit, cheque payment instruments, bills of exchange, promissory note), we may receive your data from a third-party bank/payment institution where the transaction was initiated, through interbank payment and communication schemes/systems (such as SEPA, Regis, SENT or SWIFT).

- **commercial partners**, particularly service providers for the Bank. For example, we may find out your new contact details. (e.g. address, phone number) from the agencies performing debt recovery services for us, data that the latter obtain from own sources.

- **health institutions**: clinic/hospital, public/ private, General Protection of Social Assistance and Child Protection, any other institution that offers medical treatments/subsidizes the reimbursement of loans granted to persons with disabilities, etc.

- **online platforms**, (social media and Internet) publicly available, including data aggregators.

- **entities in the BRD Group** (such as data on Clients who have had contracts with BRD Finance IFN S.A.).

- **your employers**, e.g. if we conclude a salary payment convention with your employer.

- **other companies for which the Bank provides payment services** (issuers of securities, insurance companies, etc.)

- **issuers of certificates**, if you use an electronic signature.

- **Central Depository**, as a registry company for the Bank's shares.

For example, in certain situations, we may obtain your personal data from the Bank's clients/representatives of the Bank's clients (e.g. if you are a member of the client's family), members of the Bank's management bodies (if you are a related person), if this data is necessary in the context of legal relations with the Bank's client.

The refusal to provide to the Bank certain personal data may, in certain situations, result in the impossibility to enter into a relationship with the Bank or to contract the desired product or service.

III. WHY DO WE PROCESS PERSONAL DATA?

A. ENTERING INTO A RELATIONSHIP WITH THE BANK

We process personal data to:

- Verify your eligibility for entering into a relationship with us and for contracting the banking product/service as well as to
- Prepare the necessary documentation for contracting the banking product/service.

We check your situation to ensure that you meet the prudential requirements, in accordance with the applicable law and the Bank's internal policies (including risk). For example: we apply customer due diligence procedures, in connection with which we process data such as: your first name, last name, date and place of birth, type and country of issuance of identification document, personal identification number, identification document series and number, home address / residence, fiscal residence and tax identification number, phone number, fax, email address, citizenship, multiple citizenship if applicable, source of funds, sector of activity, occupation and place of work, purpose and nature of the relationship with the bank, declared income range, status as a politically exposed person / family member of a politically exposed person or known close associate of a politically

exposed person, public function, etc. We verify if you meet the requirements in the field of fraud prevention and anti-money laundering and terrorist financing; we assess your situation, as well as, if applicable, that of other persons (such as co-debtors, guarantors) to analyse the Bank's exposure to the risk involved in contracting the banking product/service you desire.

For certain products (such as credit products), we also use automated processing (including scoring) to assess your eligibility for contracting the product (see for details Section IV below).

Note: In the case of clients represented by agents/other forms of representation, the Bank will process, for the purpose of identifying the agent/representative, their identification data, as mentioned in Section I above, as well as other personal data, as the case may be, for the purpose of verifying the power of representation.

B. PROVISION OF FINANCIAL AND BANKING PRODUCTS AND SERVICES. PRODUCT AND SERVICE MANAGEMENT

We process personal data for the conclusion and performance of the contract with you. To prevent and combat fraud and/or guarantee bank secrecy: we check the authenticity of identity documents, as well as, if applicable, other documents you submit to us; we monitor the way the contract is carried out and the associated risks; we apply procedures for managing conflicts of interest.

We may contact you or, as the case may be, contact other persons (such as co-debtors, guarantors, agents, legal representatives), through various channels (e.g. telephone, e-mail, SMS, at home), to communicate to you/them various aspects related to the contract status or the contracted banking product/service. For example, if difficulties arise in the performance of the contract, we may contact you to identify together the best solutions to continue the contractual relationship with you in the best possible conditions. We may also send you notifications regarding the maturity of payment terms or the occurrence of changes in the characteristics of the contracted banking product/service.

For the execution of payment operations initiated by you or in cases where you are the beneficiary, Transfond SA (the Administrator and the operator of the automated Clearing House for Interbank payments in RON) will have access to the following personal data in order to process a payment for which the settlement is made through Transfond: The IBAN, the beneficiary's name and surname, the amount transferred, the payment details, the payer's name and surname. This information is processed on a contractual basis for the execution of the payment transaction.

The data transferred by us to Transfond SA are accessed by the other participants in the payment scheme administered by Transfond under conditions of legal security and according to strict technical rules. The full list of participants can be found at: <https://www.transfond.ro/pdf/Lista%20b%C4%83ncilor%20care%20ofer%C4%83%20SANB.pdf>.

In the case of payment services in relation to which we will specifically inform you prior to their implementation, we may act as joint controllers with Transfond SA. An example of this is the provision of the RoPayP2P service in proximity, a service for initiating instant payment requests by the payment beneficiary user, provided to users by the Participants in the RoPay Scheme (the list of Participants is available on the Transfond website at: <https://www.transfond.ro/servicii/casa-de-compensare-automata-sent>), in accordance with the set of rules regarding the RoPay Scheme, issued by TRANSFOND SA. BRD is a participant in the RoPay Scheme. We also act as an joint controller with Transfond in order to provide the SANB service described in letter. L below.

When we act as joint controllers with Transfond, if you address a request for the exercise of a right referred to in Section VIII below to any of BRD and Transfond unit, we will inform and support each other so that we can respond to you within the legal period (as a rule, one month). As a rule, your main point of contact is us

(BRD), at the address in the “IX. Contact” section below, and if you address Transfond, it will redirect to us your request to exercise your rights provided by the GDPR.

In the event of personal data protection incidents that require your prior information, you will be informed, as a good practice, by us and we will agree with Transfond the content of the information in advance. More information on the processing of personal data carried out by Transfond, including the contact details of the data controller, can be found at: <https://www.transfond.ro/contact>.

In order to carry out the contract with you, we process your data for the archiving and storage of e-mail correspondence.

C. ECONOMIC-FINANCIAL AND ADMINISTRATIVE MANAGEMENT. ANALYSES AND INVESTIGATIONS FOR INTERNAL USE

We use personal data to optimally organize and streamline the Bank's activity. In this regard, we may use personal data, among other things:

- to organize internal databases, as support for the activity carried out by the structures and departments within the Bank.
- to improve and optimize the activity of the BRD network, as well as our processes, products and services.
- to organize, perform and/or manage effectively the debt collection and debt recovery activity.
- to prevent and investigate possible fraud/suspicions of fraud in banking operations.
- to carry out various financial analyses, in aggregate format, on the performance of the BRD network and its staff (including the sales force of the Bank).
- to prepare various reports, in aggregate format, on (a) the activity and performance of BRD in financial and banking markets and (b) its exposure to other financial institutions.
- to support our position in various investigations, administrative and judicial proceedings, litigations, etc. in which the Bank is involved.
- in the context of various analyses, internal audit procedures and/or investigations carried out by the Bank, on its own initiative or following the receipt of a complaint from a third party (including public authorities).
- to manage of controls/investigations triggered by public authorities.
- for the development and testing of IT applications and systems used to provide services to clients as well as to support the Bank's activity.
- to ensure the security of information systems.
- to archive documents in both paper and electronic format, as well as for backing up electronic data.

D. SUPPORTING SERVICES AND COMPLAINT MANAGEMENT

We process personal data in order to handle your or other persons' requests, as well as to provide you with additional information about our products and services. By way of example, we can contact you by phone to respond to your requests or we can process certain data from the documents you provide to solve your requests or complaints (such as a request to update data or block the card).

We perform audio recordings of the talks with you to improve the quality of our services, as well as to demonstrate (a) your requests/complaints regarding a certain banking product/service, as well as, potentially, our answer, respectively (b) your consent/option/preferences for one of our products or services. If you do not wish to have the talk recorded as above, you can contact us using other available channels, such as by email or by writing us at our contact address. In this latter case, the actual

settlement of your request/complaint will not be affected in any way; however, the settlement period may be longer.

E. COMPLIANCE WITH THE LEGAL REQUIREMENTS AND INTERNAL RULES

We also process personal data to comply with legal obligations applicable to credit institutions. We collect and process your identification data or other data from independent sources, such as public or private databases, including public exposure information, to ensure that the legal provisions relating to customer knowledge and anti-money laundering are met. Also, based on the legal obligations binding us, we submit various reports to the relevant public institutions, such as: (i) reporting on individuals subject to FATCA and/or CRS to the National Agency for Fiscal Administration (ANAF), (ii) reporting suspicious transactions to the National Office for the Prevention and Combating of Money Laundering (ONPCSB), (iii) reporting payment incidents to the Payment Incidents Centre (CIP) within the National Bank of Romania, (iv) notifying the National Agency for Fiscal Administration within the Ministry of Economy and Finance, or as the case may be, other competent authorities, in case of identifying designated persons or entities, (v) reporting individuals to the Office for the Implementation of International Sanctions, in case of identifying sanctioned persons or entities. We also monitor the transactions of our clients to identify unusual/suspicious transactions of money laundering or terrorist financing, and to prevent fraud, (vi) daily reports to ANAF regarding the Central Electronic Register of Banking Accounts and Payment Accounts, (vii) reports following requests received from ANAF for information and documents, (viii) obtaining the tax identification number from ANAF for non-resident account holders or the securities box, if they do not already hold a tax identification number and do not provide it to the Bank at the time of requesting the opening of an account and/or the rental of a safe deposit box.

According to the law, we cannot initiate a business relationship and will not be able to continue an existing relationship if we cannot apply customer knowledge measures.

At the same time, we inform you that the violation of the reporting obligations represents a violation for the bank.

Also, in order to fulfill the Bank's legal obligations to maintain up-to-date information about its clients, we may update your existing data in our records with information collected from the General Directorate for Persons' Records.

These monitoring activities related to customer knowledge and anti-money laundering can be carried out on the basis of automated profiling and decision-making processes, including artificial intelligence models, and may involve the analysis of transactional behaviour compared to the data collected about you. Profiling mechanisms and automated decision-making processes may involve comparisons with the client's expected transactional profile based on the information provided to the Bank at the time of the initiation of the relationship/updating of data for the purpose of customer knowledge. These profiling mechanisms are regularly reviewed to ensure that they remain effective and undistorted.

The processing of data specific to the customer knowledge processes also includes the processing of data of third parties such as the agent/guardian/legal representative/guarantor, the information regarding them being added to the risk score of the client for whom they endorse/guarantee.

Considering our affiliation with the Société Générale Group, information exchanges can be carried out with entities within the Group, exchanges aimed at ensuring compliance with legal provisions regarding customer knowledge and anti-money laundering, thus having considerations of public interest.

For certain processing within this purpose (such as: establishing the data necessary for the anti-money laundering analysis, validating the quality of the data before the specific anti-money laundering

process is carried out, creating the model to identify potential atypical transactions that must be analysed by us to determine whether they can be considered as suspicious in terms of preventing and combating money laundering, compliance with regulatory obligations in relation to the identification and reporting of suspicious transactions), Société Générale SA acts as a joint operator with us. At the request of either of the two operators, you may receive a copy of/details of the agreement concluded between BRD and Société Générale with regard to the processing of your personal data. Basically, BRD will only collect and provide Société Générale with personal data regarding which you have been informed in advance. To the extent that you submit a request for the exercise of a right referred to in Chapter. VIII Contact below to any of the BRD and **Société Générale**, they will inform and support each other so that they answer to you within the legal deadline (as a rule, one month). Typically, your main point of contact is BRD.

For the purpose of managing managerial supervision activities and performing internal control regarding all banking operations carried out at BRD, we may process your data to verify compliance with legal requirements, identify and remediate any operational and/or other types of risks.

For the purpose of managing operational risks, we may process your personal data to comply with legal obligations regarding the management of exposure to operational risk/the mitigation of reputational or financial risks, as well as for the smooth running of processes at the Bank level.

In the event of personal data protection incidents that require your prior information, you will be informed by any of BRD and Société Générale. For further information on reports made under our legal obligations, you can request this information from us.

Furthermore, we can process your personal data for the establishment and management of garnishments, providing information regarding the seized amounts to enforcement authorities or entities, in accordance with the Bank's legal obligations.

Also in view of complying with the legal provisions in force, we process personal data through the security systems (closed-circuit television and visitor management/access control) or access records, the data being retained for the legally-regulated intervals. The data collected based on the law on the protection of persons, goods, and valuables may only be made available to the authorities, at the latter's request, in compliance with the conditions provided by the law.

In addition to our legal obligations, we are also required to comply with a number of internal/established requirements of the Société Générale Group regarding the performance of internal/external reports and audits which, in certain situations, may involve/have as source the processing of personal data.

F. PAYMENT OF DIVIDENDS TO BRD SHAREHOLDERS

G. TO ENSURE THE SECURITY AND PROTECTION OF PERSONS, PREMISES, ASSETS/VALUES OF THE BANK AND TO PREVENT AND COMBAT THE VIOLATION OF LEGAL PROVISIONS AND/OR THE CRIMINAL OFFENCES

We use closed circuit television ("CCTV") systems to ensure the security and protection of the premises/assets of the Bank and of persons, in order to prevent crimes.

Access to video recordings shall be made only in situations justifying such processing, such as the occurrence of security incidents, indications of possible illicit activities by some persons, complaints received from other persons signalling the conduct of certain illegal activities caught by video cameras.

H. TO PREVENT AND INVESTIGATE FRAUD OR OTHER INCIDENTS RELATED TO CASH OPERATIONS

CARRIED OUT THROUGH THE BANK'S EQUIPMENT (ATMs, ROBO, ETC.) OR AT THE BANK COUNTER.

We retain images of operations in cash (e.g. the time of receipt/deposit of the cash at the automatic teller machines etc.) performed using the equipment or at the Bank's cashier's offices to analyse them if the data subjects claim that the amounts withdrawn were not released in whole or in part, depositing amounts other than those recorded on the deposit documents etc.

We process together with Transfond SA, as a joint operator, your personal data (first name, last name initial, and IBAN code) to provide the Beneficiary Name Display Service (SANB) for electronic payments made to accounts opened at a financial institution in Romania that has joined the SANB, with the aim of preventing fraud in payment operations and unwarranted payments. The data transferred by us to Transfond SA is stored by Transfond SA and updated periodically until the termination of your relationship with BRD and may be queried by the other participants in SANB in the context described above. The full list of SANB participants is found at <https://www.transfond.ro/pdf/Lista%20b%20C4%83ncilor%20care%20ofer%20C4%83%20SANB.pdf>.

I. FOR HANDLING COMPLAINTS AND/OR REFERRALS RECEIVED FROM DATA SUBJECTS IN CASE THE ISSUES NOTIFIED REQUIRE ACCESS TO VIDEO IMAGES.

We can analyse the images captured by CCTV equipment in order to settle the complaints received from the data subjects if this is necessary.

You can consult information on the grounds underlying the above-mentioned processing, as well as information on how long we keep your data, within the framework document governing the processing of your data in the context of the relationship with the Bank. This is available on the BRD website, accessible here <https://www.brd.ro/prelucrarea-datelor-cu-caracter-personal>.

The respective framework document supplements this Notice regarding the processing of personal data for purposes such as:

- direct marketing, commercial communications, and personalization of offers/products (in which cases we will process your personal data only if you give us your consent in this regard)
- conducting surveys, market research, analyses, and other internal studies, internal segmentation of the client portfolio (in which cases we will process your personal data based on the Bank's legitimate interest, unless you object to such processing).

IV. AUTOMATED INDIVIDUAL DECISIONS

Sometimes, in our processes, we use automated individual decisions, including as a result of profiling, which, in certain circumstances, may cause legal effects or, as the case may be, may significantly affect you. In this case, automated decisions will always rely on one of the legal grounds provided under Article 22 GDPR, namely (i) the need to enter into the contract; (ii) legal authorisation; or (iii) the data subject's explicit consent.

Thus, we adopt automated individual decisions **by virtue of a legal authorization**, including the implementation of public interest measures imposed in the field of customer knowledge, prevention and combating money laundering and terrorist financing. For instance, the law requires us to implement adequate Know Your Customer measures for the purpose of preventing and controlling money laundering and the financing of terrorism. For this purpose, we check whether you are included in the data bases of persons accused of terrorist financing or economic crimes, as the case may be, of persons with high fraud risk.

We also use profiling mechanisms/automated decision-making processes to ensure continuous monitoring of the clients' portfolio and transactions made by them from the perspective of preventing money laundering and financing terrorist acts/implementing

international sanctions. Such mechanisms/processes may use the data collected about you in the customer knowledge process, or data from public sources/data aggregators, and may also be based on models based on artificial intelligence. If, following the individual analysis, we believe that your profile exceeds the level of risk accepted by the bank, we will refuse to enter into a relationship with you or the existing relationship will be subject to restrictions or unilateral termination. The use of automated decision-making processes for the purpose of conducting the customer knowledge activity, preventing and combating money laundering and terrorist financing reduces the risk of human error and discrimination, allowing the provision of banking services under the law, without blocking the process of enrolling/managing transactions and allowing adequate collection and reporting of information on clients and transactions, according to legal requirements.

For certain banking products, we use automated scoring decisions to be able to **conclude the contract** for the product you requested. For example, we use credit scoring to assess your eligibility to contract the requested credit. The algorithms we use for credit scoring take into account various criteria in accordance with our risk policy, such as your financial status, creditworthiness, exposure degree, payment behaviour, employer situation, debt history, etc. **The criteria and algorithms that we consider relevant may vary over time.**

We also use automated decisions to ensure the security of the Bank's products and services, as well as to protect you as much as possible against the risk of fraud, thus ensuring **the proper execution of the contract** with you. For example, we monitor payments that you make online or by card and, if we identify suspicious transactions (such as unusual repetitive payments in frequency, value, etc.) or other transactions with illogical sequences - such as payments from different locations (cities) at short intervals that did not allow for the holder to move to those locations according to the current state of technology) and/or that do not correspond to your transactional profile, we take appropriate measures automatically (such as blocking the suspicious transaction, blocking the card, blocking the account etc.)

Also, if we have obtained from you **explicit consent** in this regard, we may use automated individual decisions to send you (we or the companies of the BRD Group, depending on your choice) personalized commercial communications (see, for details, Section IIIG above).

You will benefit from appropriate safeguards for the automated decisions we make. In particular, you will have the right to: (i) express your views on that automated decision; (ii) request a reassessment of the decision based on human intervention; and (iii) challenge the automated decision.

V. TO WHOM DO WE DISCLOSE THE PERSONAL DATA?

We can disclose personal data to:

a) Our **main service** providers, such as:

- interbank payment processing services and transmission of information on payment transactions through payment and interbank communication schemes/systems (e.g. SWIFT - Society for Worldwide Interbank Financial Telecommunication, STFD Transfond S.A. and NBR for the national payment systems ReGIS and SENT);
- The beneficiary name display service (Transfond SA and SANB scheme participants). The list of participants can be found at: <https://www.transfond.ro/pdf/Lista%20b%C4%83ncilor%20care%20ofer%C4%83%20SANB.pdf>. In the context of payment services administered by Transfond, State institutions and authorities with supervisory and control

prerogatives, such as the National Bank of Romania (BNR), may have access to your personal data.

- RoPay service (Transfond SA and RoPay scheme participants). The list of participants can be found at: <https://www.transfond.ro/servicii/casa-de-compensare-automata-sent>). In the context of payment services administered by Transfond, State institutions and authorities with supervisory and control prerogatives, such as the National Bank of Romania (BNR), may have access to your personal data.
 - services offered by international card organisations (e.g. MasterCard, Visa etc);
 - services provided by payment processing service providers;
 - services offered by transaction reporting providers to competent authorities or other regulated entities (e.g. Deutsche Boerse, DTCC);
 - banking card issuing and personalization services;
 - debt recovery and/or collection services;
 - valuation services for goods and other assets;
 - services of investment agents/brokers on capital markets.
- b) Providers of **marketing services**, such as:
- Marketing agencies;
 - Market research and analysis agencies;
 - Marketing communication transmission agencies (e.g. e-mailing commercial offers);
 - Partners specialized in organizing lotteries and contests.
- c) Our **support and/or ancillary services** providers, such as:
- electronic communication services (e.g. emailing, SMS etc.);
 - real estate agents;
 - enforcement agents;
 - IT services (e.g. maintenance, support, development);
 - audit services;
 - storage and archiving services in physical and/or electronic format;
 - courier services;
 - legal, notarial or other consultancy services.
- d) **Public institutions and authorities** in Romania or abroad, such as:
- National Bank of Romania (NBR);
 - Financial Supervision Authority (ASF);
 - National Supervisory Authority for Personal Data Processing (ANSDP);
 - National Office for the Prevention and Combating of Money Laundering (ONPCSB);
 - The Office for the implementation of International sanctions;
 - National Agency for Fiscal Administration (ANAF);
 - The Competition Council;
 - National Archives;
 - Courts and other judicial bodies (such as police bodies, prosecutor's offices attached to the courts, National Anticorruption Directorate – DNA, etc.);
 - Bank Deposit Guarantee Fund (FGDB), National Credit Guarantee Fund for Small and Medium Enterprises (FNGCIMM);
 - Deutsche Boerse Approved Reporting Mechanism (ARM).
- e) Certain **Bank clients** with whom you have contractual relationships or other legal relationships related to the banking services provided by us, such as:
- Utility service providers (water, electricity, telephone, Internet, etc.) in the case of direct debit agreements;
 - Companies with whom you have employment relationships and with whom we have entered into a salary payment convention agreement;
 - General Directorate for Persons' Records (DGEP).
- f) the legal representative of the minor/person deprived of legal capacity or with limited legal capacity.
- g) **Other partners** of the Bank, such as the Credit Bureau (including the transmission of data on payment delays), other

financial institutions (for example, correspondent banks and other financial-banking entities participating in payment and interbank communication schemes/systems such as SEPA, ReGIS, SENT, SWIFT), the National Pension House (in the case of pension rights payments through a bank account opened with us), the Central Depository, pension and/or insurance companies, insurance brokers/loss evaluators, Investment Fund management companies providing services for us or, as the case may be, for which we provide various services, other entities (such as banks or financial institutions) in the context of operations related to the assignment or restructuring of the Bank's credit portfolios and/or other rights arising from legal relationships with you.

h) Société Générale Paris, Entities from **the Société Générale Group and BRD Group**, such as Société Générale Global Solution Centre India (SG GSC INDIA) and Société Générale Global Solution Centre Romania (SG GSC ROMANIA) in accordance with the law. To see the full structure of the Group, see: <https://www.brd.ro/despre-brd/noutati-si-presa/ultimele-noutati> and <https://www.societegenerale.com>

VI. DATA TRANSFER ABROAD

As a rule, we transfer personal data only to states belonging to the European Economic Area (EEA) or to states that have been recognized as having an appropriate level by a decision of the European Commission.

However, we may also transfer your personal data to countries other than the above if:

- a) the transfer is carried out **on the basis of appropriate safeguards** (such as, by using Standard Contractual Clauses issued by the European Commission or adopted by the competent authority, together with, where applicable, additional protective measures that we can inform you about, upon request or by using other clauses - subject to their approval by the competent authority, or binding Corporate Rules applicable at BRD level);
- b) the transfer is made on the basis of international treaties between the European Union and the third country (for example agreements between the EU and the US);
- c) the transfer is **necessary for the performance of the contract** with you, for example if you wish to transfer an amount of money from your account to a bank account located in a third country and thus we must disclose your personal data in order to execute the requested banking operation;

Note: *In order to be able to transfer funds abroad, banks (including the Bank) use the settlement services provided by SWIFT. SWIFT temporarily stores data on transactions operated through the SWIFT platform on servers located in the EU as well as in the US. Under applicable law, SWIFT may be required to disclose data stored on US servers to U.S. authorities for anti-money laundering and counter-terrorist financing activities.*

d) other cases permitted by law.

We may also transfer your personal data to other entities in the SG Group for various purposes under Section III. **Why we process personal data** (mainly point E) and V. **To whom we disclose the personal data.**

VII. WHAT ARE YOUR RIGHTS?

Under the law, you are granted the following rights related to our processing of your personal data:

- a) **Right of access:** you can obtain from us the confirmation that we process your personal data, as well as information on the specific character of the processing, such as: the purpose, the categories of personal data processed, the recipients of the data, the period for which the data is retained, the existence of the right of rectification, erasure, or restriction of processing. This right allows you to obtain, free of charge, a copy of the personal data processed, as well as any additional copies, for a fee;

b) **Right to rectification:** you can ask us to amend any of your inaccurate personal data or, as the case may be, to complete any incomplete data;

c) **Right to erasure:** you can request the erasure of your personal data when: (i) these are no longer necessary in relation to the purposes for which they were collected and processed; (ii) you withdrew consent on the personal data processing and we can no longer process them legally; (iii) personal data are processed unlawfully; respectively (iv) personal data must be erased in accordance with the relevant legislation.

d) **Withdrawal of consent:** you can withdraw your consent on the processing of the personal data processed based on consent at any time, but without affecting in any way the processing prior to withdrawal.

e) **The right to object:** you can, at any time object to the processing for marketing purposes, including to profiling for this purpose, as well as to processing based on BRD legitimate interest, for reasons pertaining to your specific situation.

f) **Restriction:** you may request restriction of your personal data processing if: (i) you challenge the accuracy of the personal data, for a period allowing us to check the accuracy of the respective data; (ii) the processing is unlawful, and you oppose the erasure of the personal data, requesting the restriction of its use instead; (iii) the data processing is no longer necessary to us, but you request it for an action before the court; respectively (iv) if you opposed the processing, for the period in which the check is performed on whether BRD's legitimate rights as a controller prevail over your rights as a data subject.

g) **Right to data portability:** you can ask us, under the law, to supply **the personal data which you provided** in a structured, commonly used and machine-readable format (for example in CSV format). Also, should you request this, we can send your personal data to another entity, if possible from technical point of view. You can exercise your right to portability only if (cumulatively): (i) the processing is carried out by automated means; and (ii) the processing is based on your consent or to perform an agreement with you.

h) **The rights related to the automated decisions which we adopt during the course of our business:** for details, please see Section IV above.

i) **The right to lodge a complaint with the National Supervisory Authority for Personal Data Processing:** you have the right to lodge a complaint with the National Supervisory Authority for Personal Data Processing in case you consider that your rights have been breached:

National Supervisory Authority for Personal Data Processing	Blvd. G-ral. Gheorghe Magheru 28-30 Sector 1, Postal Code 010336 Bucharest Romania anspdcp@dataprotection.ro
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Note: the right of access, the right to rectification of data, the right to erasure, the right to restriction of processing, the right to object and the right to lodge a complaint with the National Supervisory Authority for personal data processing are also applicable to the agent/representative in the case of clients represented by agents/other forms of representation.

TO EXERCISE THE RIGHTS MENTIONED IN POINTS a) - h) ABOVE, YOU CAN CONTACT US USING THE CONTACT DETAILS PROVIDED IN SECTION VIII (CONTACT).

VIII. CONTACT

Should you have any questions regarding this notification note, or you wish to exercise your rights as data subject, you can contact us using the following contact details: **For the attention of: BRD Data Protection Officer (DPO)**

**Mailing address: Blvd. Ion Mihalache, No 1-7, sector 1, BRD
Tower, postal code 011171, Bucharest, Romania
E-mail: dataprotection@brd.ro**

In the case of clients represented by agents/other forms of representation, the agent/legal representative will inform the Client whom they represent on the existence and content of this Annex "Information on the processing of personal data" and on the fact that this document is available free of charge in BRD units and on the Bank's website, in section <https://www.brd.ro/prelucrarea-datelor-cu-caracter-personal>.

This notification is completed, in the case of entering into a business relationship with the Bank, when applying for banking products or services or when updating data, with the specific information note regarding the exchange of information with the General Directorate for Persons' Records, which includes information regarding the processed personal data and is available on the Bank's website, in section:

<https://www.brd.ro/colaborare-brd-evidenta-populatiei>.