

FINANCIAL INVESTMENT SERVICES AGREEMENT
NO. OF/...../.....

This contract is signed by and between:

BRD GROUPE SOCIETE GENERALE SA, a credit institution with its registered office located at Bd. Ion Mihalache 1-7, Sector 1, Bucharest, a company registered with Bucharest Trade Registry under no. J40/608/1991, Sole Registration Code 361579, registered in FSA EPSAI Register (Entities that provide investment services and activities in Romania) under no. PJR01INCR/400008 and in the Credit Institutions under no. RB-PJR-40-007/18.02.1999 website: ww.brd.ro, hereinafter referred to as the “**Intermediary**”,

and

....., domiciled/having its registered office in
....., identified
by Personal Identification No./Sole Registration Code, hereinafter referred
to as the “**Client**”

hereinafter referred to collectively as the “**Parties**”, and separately as the “**Party**”.

1. GENERAL PROVISIONS

1.1. DEFINITIONS

For the purpose hereof, the terms below have the following meaning:

“Agent”	a natural person notified to FSA according to the applicable laws, who carries-out their activity exclusively for the Intermediary and who has the right to close Transactions.
“Custodian Agent”	an intermediary authorized by ASF to carry out services of custody and who is a participation in the Central Depository System, based on a subscription agreement concluded with the Central Depository.
“FSA”	Financial Supervisory Authority - Financial Instruments and Investments division, headquartered at Splaiul Independenței nr. 15, sector 5, 050092, Bucharest, phone: 08.008.256.27, fax: (+4) 021.659.60.51, email: office@asfromania.ro , website: www.asfromania.ro , or any predecessor institution (including National Securities Commission/NSC) and successor institution, having the duties of regulating and supervising the Romanian capital market.
“Bucharest Stock Exchange” / “BSE”	Bursa de Valori Bucuresti S.A., as market operator, according to Law 126/2018, authorised by FSA to administer and/or operate the activity of a regulated spot market and a and a forward market according to BSE Code - Regulated Market Operator.
“Communication Channels”	email/signed email with a qualified digital certificate, issued by a reliable qualified services provider, authorised according to the applicable legal provisions, registered letter with acknowledgment of receipt, telephone on registered lines made available by the Intermediary, through the applications Bloomberg/Refinitiv, the application Anyma Online Trading or any other secured system used by the Intermediary.

<i>“Client”</i>	a natural or legal person, a party hereto, which will benefit from financial investment services supplied by the Intermediary in its favour. The Client's full identification data are included in the specific forms and contracts concluded for entering into a relationship with BRD-Groupe Société Générale S.A. and opening current accounts.
<i>“Dedicated Account”</i>	a special technical account opened by the Intermediary in its books, in the Client's name, which will underline the Client's available funds used exclusively for the purpose of performing the Transactions and the related services under the Agreement, the characteristics of which are mentioned in Annex 1 hereto, in Section 2 (<i>Information about the Dedicated Account</i>).
<i>“Financial Instruments Account”</i>	a special technical account opened in the Intermediary's books, which will underline the Financial Instruments that the Client trades during the performance of the Agreement.
<i>“Agreement”</i>	this Financial Investment Services Agreement, as this may be complemented and amended/updated afterwards pursuant to art. 15.1 hereof, including all the annexes enclosed hereto, namely Annex 1 - Application for opening a dedicated account, Annex 2 - List of fees and commissions, Annex 3 - Statement of the Investor on the Classification of Investments, Annex 4 - Person Discharging Managerial Responsibilities, Annex 5 - Financial Investment Services on Foreign Capital Market (applicable only for Clients who have chosen this option in Annex 1), Annex 6 - Online Trading – Financial Investment Services (applicable only for Clients who have chosen this option in Annex 1), Annex 6a and 6b – Digipass Handover Minutes and User List for Anyma, Annex 7 - Consent on the Remote Conclusion of the Financial Investment Services Agreement concluded for the purposes of Art. 20 of the Agreement), as well as other terms and conditions agreed by the Client and the Intermediary in writing in connection with this Agreement.
<i>“Date of the Agreement”</i>	(i) the date specified in its title, if the Parties sign in wet ink; or (ii) the date of the last signature, if the Parties use a qualified electronic signature to conclude the Agreement; or (iii) in the case of a remote Agreement (concluded in accordance with Article 20 of the Agreement), the date of the last signature, following receipt of the Client's consent via the platform made available by the Intermediary for the conclusion of the Agreement.
<i>“Central Depository”</i>	the institution that supplies deposit, registry, set-off and settlement services for the transactions with financial instruments, as well as other operations related thereof, as these are defined by Regulation (EU) no. 909/2014 on improving securities settlement in the European Union and on central securities depositories, as subsequently amended and complemented, having the capacity as manager of a payment system that ensures setting-off the funds and settling the operations with financial instruments.
<i>“Intermediary”</i>	BRD-Groupe Société Générale S.A., credit institution authorised by the ASF, having the right to provide investment services and activities in a trading venue (regulated market, multilateral trading facility or organised trading facility), in accordance with ASF Decision no. 255/06.08.2008, amended by ASF Decision no. 447/28.03.2019.
<i>“Financial Instruments”</i>	any instrument defined as such by Law 126/2018 and/or recognised by regulatory authorities or case law, tradable on a Capital Market, including shares, bonds, government securities, preference rights, etc., issued in dematerialised form.
<i>“Instructions”</i>	Orders and any communication addressed to the Intermediary by persons authorized for this purpose by the Client, in the name and on behalf of the

Client, in connection with Orders, Transactions, execution or termination of the Agreement.

“Law 126/2018”

Law no. 126/2018 on the markets of financial instruments, as subsequently amended and complemented.

“Modification of the position in the Registry”

the execution by the Intermediary in the records of the Central Depository/Bucharest Stock Exchange, on the Client’s account, of the instructions sent by the latter one regarding: **(i)** the transfer of the ownership right, irrespective of the grounds for such a transfer; **(ii)** the pledge/mortgage of the Financial Instruments; **(iii)** the update of the Client’s identification data; **(iv)** any other modification with respect to the registration of a Financial Instrument.

“Trading Order” / “Order”

the instruction sent by the Client to the Intermediary, using the agreed Communication Channels, through which a firm offer to sell or buy certain Financial Instruments is expressed.

“Capital Market”

any regulated market or any trading system/place authorised in Romania or in another Member State of the European Union where the Intermediary is authorised to operate.

“Regulation 5/2019”

ASF Regulation No 5/2019 on the regulation of certain provisions relating to the provision of investment services and activities under Law No 126/2018 on markets in financial instruments, as amended and supplemented.

“Investment services and activities”

all the investment services and activities, as well as the ancillary services, as these are regulated by Law no. 126/2018 and individualised at art. 3.1 hereof, to be performed by the Intermediary in favour of the Client, as per the Agreement.

“Transaction”

the execution by the Intermediary, on behalf and for the Client, of (i) the Orders, within any Capital Market and (ii) Modification of the position in the Registry regarding the Client’s ownership right.

“Business Day”

a day when the Romanian commercial banks are open and carry-out their usual activities.

1.2. The Client knows that the Financial Instruments traded hereunder are issued exclusively by registration in the account and can only be traded according to the procedures specific to such form, without being able to be issued in materialized form.

2. TERM AND CONDITIONS TO EXTEND THE AGREEMENT

The Agreement is entered into for an unlimited period, and it will cease in the cases and conditions specified at art. 15 herein below.

3. OBJECT OF THE AGREEMENT

3.1. The object hereof consists in the supply by the Intermediary, against the fees set forth according to art. 10 hereof, of the following services:

- i. Receive, transmit and execute the Order on behalf of and for the Client;
- ii. take-over and perform, on behalf of the Client, the latter’s instructions to perform the Modification of the position in the Registry regarding the ownership right over the financial instruments, following the performance of an Order as well as other instructions related to the Modification of the position in the Register;

- iii. keep the Financial Instruments secured in case the Client has not appointed a Custodian Agent;
- iv. communication regarding information on corporate events in respect of Financial Instruments recorded in the Financial Instruments Account, in accordance with Article 9;
- v. foreign exchange services related to the financial investment services supplied for the Client.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. Rights of the Intermediary. Under the Agreement, the Intermediary is entitled:

- (a) to represent the Client and to undertake Transactions on behalf of and for the Client;
- (b) to charge the fees, taxes and other costs related to the Investment services and activities supplied, according to the conditions within art. 10 hereof;
- (c) to change the taxes and fees charged to the Client with a prior notice to the latter, according to the conditions within art. 10.2.;
- (d) to take-over and perform the Trading Orders provided there are sufficient funds in the Dedicated Account or there are sufficient Financial Instruments in the Financial Instruments Account. Otherwise, the Intermediary has the right to partially perform the Trading Order, within the limits of the funds/the amount of Financial Instruments held in the Dedicated Account or in the Financial Instruments Account. To the extent that, exceptionally, the Intermediary decides to perform the entire Order, before the Client credits its Dedicated Account with funds sufficient to settle the Transactions, the Intermediary is entitled to receive the amounts owed on the settlement date of the Transaction, with the charging of a penalty in case of delay in the Client's replenishment of the Dedicated Account with sufficient funds and the application of the measures provided for in letter h) below. For the exceptional situations mentioned above: (i) the Client agrees to the creation of a mortgage in favour of the Intermediary (by signing a mortgage contract to this effect) and the blocking of the Financial Instruments until the full settlement of the Order, and (ii) the Intermediary values the Financial Instruments in the Client's portfolio at the prices available on the financial markets, with the possibility of applying a discount depending on the Financial Instrument in question;
- (e) to record and save the Client's instructions/Orders transmitted by phone;
- (f) to refuse to open accounts or carry out transactions, including refusing/suspending execution or cancelling an Order or not accepting or suspending/limiting the Client's access to one or more of the requested services, in any of the following cases: (i) it considers that it has received insufficient information or incomplete documents from the Client or has suspicions as to their reality and accuracy; (ii) it has suspicions that that Client may be involved in money laundering, terrorist financing or capital market manipulation or is subject to international sanctions; (iii) it considers that execution may violate or conflict with legal provisions, rules of ethics governing its activity or internal procedures; (iv) the Client has not paid the commissions due for previous Transactions or any other amounts due under the Agreement; (v) a dispute or conflict of any nature arises with regard to the appointment, limits or revocation of the mandate of the authorised representative, until the final settlement of the dispute, proven by the presentation of documents satisfactory to the Intermediary (e.g. final court decisions, extract or certificate from the Trade Registry or other documents issued by a competent authority); (vi) The Client fails to update its identification and contact details, whenever necessary, including in the event of the expiry of the identity card or any other documents presented by the Client; (vii) Orders relate to Financial Instruments issued by or Transactions carried out with entities on international sanctions lists or based in countries on international sanctions lists;
- (g) to withdraw from the Dedicated Account the amounts owed for the settlement of the Transactions performed on the Client's account, as well as those representing fees and taxes set forth pursuant to art. 10 hereof, as well as any other costs related to the Transactions that are to be paid by the Intermediary;
- (h) to set off the amounts that the Client owes (including when, after the performance of a Transaction, the Client has not sufficient funds to cover the Transaction's value, upon the settlement thereof) with the amounts found in other accounts of the Client opened with the Intermediary or with the equivalent value of the Client's Financial Instruments that the Intermediary holds, with the Client bearing any costs related to the sale of the Financial Instruments/ foreclosure of the mortgage on the Financial Instruments

The Client grants the Intermediary, for the entire validity term of the Agreement, an express, irrevocable and unconditioned mandate: (a) to sell, at its discretion, the Financial Instruments found in the Financial Instruments Account, as well as any other Financial Instruments held with the Intermediary (even based on a different contractual relationship), for the purpose of covering the debit thereof (including the penalties and other taxes related to the Transactions), when, after the performance of a Transaction, the Client does not hold sufficient funds to cover the Transaction value, at the time of its settlement; (b) to recover from any other current, savings or deposit account (even if not yet matured), in RON or foreign currency, opened with the Intermediary, the amounts representing the Client's payment obligations towards the Intermediary,

unpaid on the date such obligations have become due. As regards the deposit accounts not yet matured, the amounts remaining after the payment of the Client's obligations towards the Intermediary shall be transferred into the current account attached to the deposit, and the interest corresponding to the current account shall be paid thereon.

Where, in order to recover the amounts owed by the Client, it is necessary for the Intermediary to perform foreign exchange operations, the Client irrevocably authorises the Intermediary to use its own exchange rate to buy RON or, as applicable, foreign currency and to credit the Dedicated Account.

The Intermediary is free to choose one or both set off methods mentioned above, without the Client's prior consent be necessary.

4.2. Obligations of the Intermediary. Under the Agreement, the Intermediary has the obligation:

- (a) to act in an honest, correct, and professional way, in accordance with the Client's best interest;
- (b) to perform the Orders as such, provided they do not contravene the legal regulations in force and the provisions set herein;
- (c) to open, to operate and to maintain in its books Dedicated Accounts and a Financial Investment Account, separately from its own and other clients' accounts, in order to record therein the Client's funds, respectively the Financial Instruments this one hold, and to make the payments and receipts corresponding to the operations with Financial Instruments. The Intermediary will open the Dedicated Account after the Client has filled-in and signed the Application for opening a Dedicated Account, enclosed hereto;
- (d) to use the amounts deposited by the Client in the Dedicated Account exclusively for the performance of Orders and for the guarantee of the Transactions;
- (e) to keep records of all the instructions received, Orders, Transactions and documents that generate the modification of the positions in the Dedicated Account and in the Financial Instruments Account;
- (f) to make available to the Client on a yearly basis an aggregated report with all the taxes and fees that the Client paid in relation to the Investments services and activities;
- (g) to transmit to the Client the information regarding the latter's investment activity, namely: **i)** the Orders execution confirmation form, which will be transmitted within 24 hours as of the Transaction date; **ii)** the Client reporting form (Portfolio) and account statement to be sent every trimester or whenever the Client requests it;
- (h) to transfer to the Client, within 3 Business Days after the latter's request, the available amounts deposited in the Dedicated Account, minus the amounts necessary for the completion of the Transactions as ordered by the Client that are in progress, in order to cover the fees and other amounts that the Client owes hereunder, if the Parties have not agreed another way of extinguishing such debts;
- (i) to transfer, upon the Client's express instruction, the Financial Instruments available in the Financial Instruments Account, in a financial instruments account opened with a different intermediary, with a Custodian Agent or in the individual account opened with the Central Depository, within 3 (three) Business Days as of the date when all requirements necessary and sufficient to perform the transfer have been met, except for the Financial Instruments in relation to which the Client sent an Order to sell, which are necessary to complete the Transactions ordered by the Client and are in progress;
- (j) to communicate information on corporate events in relation to Financial Instruments available in the Financial Instruments Account, in accordance with Article 9;
- (k) to take all technical and organisational measures to keep the confidentiality of information regarding the Client, as well as to protect the same against any accidental or illegal destruction, loss, alteration, unauthorised access or illegal processing;
- (l) to communicate to the Client any change in its identification and contact data.

4.3. Rights of the Client. Under the Agreement, the Client is entitled:

- (a) to give Orders, undertaking the risks, as well as the rights and obligations arising therefrom;
- (b) to have the Orders performed in the best possible conditions, in compliance with the terms hereof and the applicable legal provisions, as well as in compliance with the terms and conditions of the relevant offer prospectus or documents or the specific nature of the Financial Instruments that are subject to the Order;
- (c) to modify/cancel the Orders that have not been performed and the validity of which has not expired and for which the withdrawal/modification is allowed in the market;
- (d) to obtain the information requested with respect to the conditions for supplying a certain service under the Agreement;

- (e) to receive the payment of the funds available in the Dedicated Account, as well as to receive the transfer of the Financial Instruments available in the Financial Instruments Account, in compliance with the provisions of point 4.2. letters (h) and (i). In the event that, for the purpose of repaying the available funds and/or transferring the Financial Instruments available in the Dedicated Account/Financial Instruments Account, the Client cannot be contacted or does not answer, the Intermediary has the right to terminate the Agreement according to art. 15.3 and proceed as mentioned at art. 15.5;
- (f) to receive the sight interest for the amounts of money deposited in the Dedicated Account, according to the List/Guide of interests applied by the Intermediary.

4.4. Obligations of the Client. Under the Agreement, the Client has the obligation:

- (a) to credit, before sending the Order to sell/buy, the Dedicated Account and the Financial Instruments Account, with funds and/or Financial Instruments sufficient to perform the Transaction, including to cover any fees and/or taxes owed, respectively in case the services of a Custodian Agent are used, to make sure that, at the deadlines set by the Central Depository or the entity having to settle the Transaction, there are enough funds/Financial Instruments for such settling and to send full and accurate settling instructions, in due time, to the Custodian Agent;
- (b) to pay the fees, taxes and other costs owed to the Intermediary hereunder, including any exchange differences resulted from foreign currency exchange, upon the deadlines indicated by the Intermediary;
- (c) to set-up in favour of the Intermediary upon request, in view of guaranteeing the possibility for the Intermediary to perform the obligations related to the settlement of the Transactions, a pledge or a mortgage over the Financial Instruments and/or the funds deposited with the Custodian Agent and/or the Intermediary;
- (d) to provide the Intermediary with the information and documents requested as per the applicable regulations and the provisions hereof;
- (e) to notify at once the Intermediary regarding the change of any information provided at Date of the Agreement, by sending any relevant documents in compliance with the provisions of the Agreement;
- (f) to update the identification and contact details, as well as any other information provided in the Agreement and in the Dedicated Account Opening Application (annexed to the Agreement), whenever necessary, with notification to the Intermediary, replacing the documents originally submitted accordingly, within 3 Working Days from the date of such change. Until the date of receipt by the Intermediary of such modifications from the Client, the Intermediary is entitled to consider valid the information and identification data in its possession or, as the case may be, to act in accordance with art. 4.1 lit. (g) above. The Intermediary shall not be liable for any damage caused as a result of the failure to notify the Intermediary in good time and in safe conditions of the changes/completions that have occurred or if they have been notified to the Intermediary by the Client without supporting documents. The Client declares that he fully understands this obligation and assumes the effects of its non-fulfilment;
- (g) to notify the Intermediary of the appointment/revocation of an authorised person or the modification of the limits of the mandate of an authorised person with regard to the operations they are entitled to carry out, in compliance with Article 6.5. In the event of a conflictual situation of any kind regarding the appointment, limits or revocation of the authorised representative's mandate, the Intermediary shall have the right to act in accordance with Art. 4.1 let. (f);
- (h) to notify the Intermediary, within 3 Business Days, of the occurrence of any change in its financial situation likely to affect the settlement of the Transactions executed, including the initiation of any of the procedures provided by the insolvency legislation towards the Client;
- (i) to notify in writing the Intermediary about having / acquiring the capacity as person who has access to privileged information in relation to one or several issuers, as this is regulated under the applicable legal provisions, mentioning whether this one has management responsibilities within the issuer or there is a close relationship with such persons, before sending Orders regarding the Financial Instruments of the concerned issuer(s). The Client understands that, in the absence of a prior notice, the lawfulness of the Orders performed by the Intermediary is the Client's responsibility;
- (j) to notify in writing the issuer, within the term and under the conditions provided by the applicable laws, about the percentage of the voting rights this one holds as a result of the concerned purchase or assignment, when the said percentage reaches, exceeds or decreases under one of the following thresholds 5%, 10%, 15%, 20%, 25%, 33%, 50% and 75% in the case of transactions involving the purchase or sale of shares admitted to trading on a regulated market and to which voting rights are attached. The voting rights are computed based on all the shares to which voting rights are attached, even though their exercise has been suspended. Such piece of information is also provided for all the shares belonging to the same category and

which have voting rights attached. The Client, as shareholder, has the responsibility to compute the percentage of the voting rights related to his holding, and this is made according to the provisions of Title III, Chapter IV, Section 1 “Reporting of major holdings” of Law no. 24/2017 on the issuers of financial instruments and market operations, as subsequently amended and complemented;

- (k) to transmit to the Intermediary, in original or notarized copy, the tax residence certificate or another document issued by an authority other than the tax authority, which has powers in the field of residence certification according to the domestic legislation of that state, during the period of validity, accompanied by an authorized translation into Romanian, at the latest until the date of obtaining the first such income of each fiscal year, in the case of non-resident individual clients, in order to facilitate the fulfilment of the Intermediary's obligations arising from the withholding at source and remittance to the state budget of the tax on the income realized from the transfer of financial instruments issued by Romanian issuers made through the Intermediary.

5. FUNDS AND FINANCIAL INSTRUMENTS OF THE CLIENT

5.1. The Intermediary is authorised, in compliance with the applicable legal provisions, to hold the Client's money and Financial Instruments. For this purpose, the Intermediary opens in its records and performs activities related to the operation and maintenance of:

- (i) a Dedicated Account for the Client for each currency that this one intends to use for trading), distinct from the dedicated accounts of other clients and/or of the Intermediary, in order to make the payments and receipts related to the operations with Financial Instruments;
- (ii) a Financial Instruments Account for the Client, distinct from the financial instruments accounts of other clients and/or of the Intermediary.

5.2. The Dedicated Account opened with the Intermediary is credited with:

- (i) the amounts of money which the Client pays to the Intermediary for the performance of its Orders and instructions;
- (ii) the net amounts of money obtained as income from the Transactions performed, after deduction of the related fees, charges and taxes that the Intermediary is bound to pay in the Client's name, in relation with the Transactions;
- (iii) the interest paid by the Intermediary on the funds available in the Dedicated Account, according to the List/Guide of interest rates applied by the Intermediary;
- (iv) any other monies owed to the Client as a result of this Agreement's performance.

5.3. The Intermediary is authorised to debit the Dedicated Account with the amounts that the Client owes for the settlement of the Transactions performed in its account, with the fees and any other amounts due hereunder, including the rates and fees for the operation of the Dedicated Account.

5.4. Clauses 5.1-5.3 are not applicable to the Clients using the services of a Custodian Agent.

5.5. The Client may deposit the money and Financial Instruments with a Custodian Agent previously agreed upon with the Intermediary. For this purpose, the Client will communicate to the Intermediary, in writing, through the agreed Communication Channels, the name of the appointed Custodian Agent. If the Intermediary considers that the Custodian Agent does not have the necessary capacity to participate in due time and precisely in settling the Transactions, the Intermediary will notify to the Client and may refuse to perform the Client's Orders and instructions until the latter one takes the necessary corrective measures.

5.6. In case the Intermediary accepts the Client's deposit of cash and/or Financial Instruments, their keeping will comply with the Romanian laws in force.

5.7. The performance of any Transaction will be done only if there are Financial Instruments, respectively the funds necessary for the settlement of the Transaction, in the Financial Instruments Account and/or the Dedicated Account prior to performing the Order. The funds necessary for the settlement of the Transaction are made up of the Transaction price and any fee that the Client owes to the Intermediary in relation to the Transaction and/or the Transactions that have already been settled, as well as any charge or tax due for such Transaction and which is

withheld and paid by the Intermediary in the Client's account, except for the Clients which use the services of a Custodian Agent, which will have however to observe the obligations at art. 4.4 letter a) hereof.

5.8. Once the Intermediary has accepted to perform an Order, the Client cannot change the Order or ask for the modification of the performance conditions, if the Order has been fully performed. In the event that the Order has been performed partially, the Client can cancel or change the Order only for the quantity yet to be performed. In any case, a request to change or cancel an Order must contain sufficient details for it to be implemented, in case the request may be accepted by the Intermediary.

5.9. Unless the Intermediary expressed its written consent before the withdrawal, the Client undertakes not to request the Custodian Agent to make any withdrawal of money and/or Financial Instruments from the Client's account which may entail the Client's failure to fulfil its settling obligations resulted from the trading activity performed through the Intermediary.

5.10. The Client will instruct the Custodian Agent at once regarding the Transactions which have been closed and are about to be settled. Otherwise, the Intermediary is entitled to take all the necessary measures, at the Client's expense, to settle the Transactions and to protect the Intermediary.

5.11. The Client agrees that the Intermediary will not be held liable for the damages caused to the Client by the failure of the other party to the Transaction to make the settlement on time or accurately, by the failure of the Custodian Agent to deliver the Financial Instruments/funds on time and accurately, nor for the failure to settle the Transaction on time or improper settlement of the Transaction caused by the electronic set-off and settlement system.

5.12. At the Client's specific request, the Intermediary will make, on behalf of and for the Client, the foreign exchange transaction requested, at the exchange rate applied by the Intermediary at the date of the foreign exchange transaction. The exchange rate will be notified in advance to the Client which, in case of disapproval of the said rate, shall transfer the amounts in the settlement currency.

5.13. The Intermediary may open with the Central Depository accounts in which are registered the Financial Instruments of the Client that does not use the services of a Custodian Agent, and may perform the activities related to the operation and maintenance of the same. The Intermediary is not liable for updating the Client's data related to the account opened with the Central Depository.

6. THE INTERMEDIARY'S POLICY REGARDING INSTRUCTIONS

6.1. The Intermediary acts only based on Instructions given in accordance with this Agreement, except where the applicable legal provisions or the Parties (by their written consent) stipulate otherwise.

6.2. The Intermediary will perform the Instructions in compliance with the applicable regulations and with the rules of ethical conduct governing its activity. Where it deems that a certain Instruction contravenes the applicable regulations or that it may lead to the breach by the Intermediary of the rules of ethical conduct, or in case one of the situations stipulated under art. 4.1. letters f) occurs, the Intermediary may refuse to perform the Instruction. To this end, to the extent permitted by the applicable law, the Intermediary will communicate to the Client the reasons for its refusal.

6.3. The Client requests and declares to agree both with the possibility to give Orders by phone using the recorded land lines made available by the Intermediary, and in writing, by e-mail (only if the Client has a qualified electronic signature based on a qualified certificate issued by a reliable qualified services provider, the specifications of which will be sent in advance to the Intermediary), through the applications Bloomberg/Refinitiv/Anyma Online Trading or any other secured system used by the Intermediary. The Orders must be communicated to the Agent's in charge with taking-over and/or performing the same, whose name will be notified to the Client. In the case of Orders made by phone, the Intermediary may request their confirmation in writing when it deems necessary.

6.4. In the case of Orders made by phone, the Client is bound to communicate at least the following elements: the Client's identification data, the financial instrument identification elements (symbol), the direction of the operation, the quantity, price, duration/validity of the Order, any special clauses (if any).

6.5. The persons authorised to issue Instructions are those notified by the Client to the Intermediary, the Client being the only one liable for any Order sent by those persons. To this effect, the Client will send a written notice to the Intermediary which will include at least the following information: names, first names and position of the authorised persons, NIN, signature specimen, phone number and e-mail address for correspondence. These persons/their identification data may be replaced by written notice sent to the Intermediary. Until the date of receiving the notice, the Intermediary is not required to accept to perform an Instruction sent by the new person. The Intermediary will perform only the Instructions received from the persons who appear as authorised in the Intermediary's records.

6.6. In case of Clients who are natural persons, and who have authorised another natural person to close Transactions, respectively to send Instructions on its name, the Client declares that:

- a) the supply by the person authorised by the Client of the investment activities on its behalf is not the equivalent of the supply of portfolio administration activity or a different paid activity and/or an activity for which it is required to obtain an authorisation;
- b) the decision to make an investment related to the operations performed by the authorised person will be made exclusively by the Client.

6.7. The Client declares to agree with the recording by the Intermediary of the telephone conversations with the Agents and/or other persons on the part of the Intermediary (for instance, employees of the Intermediary in charge with support operations such as settlement of transactions, transfer of funds, etc., in relation to the operations performed on the Capital Market) related to this Agreement and/or to any proposed Transaction. The Client's consent is valid until the Client communicates to the Intermediary, in writing, that it opposes to such recording. The telephone recordings are and will remain the Intermediary's exclusive property, and the Parties agree unconditionally and irrevocably that the recording of a telephone conversation shall represent admissible and decisive evidence regarding the contents of the instructions or conversations recorded or of the Transactions thus closed.

6.8. Unless the Client specifies otherwise, the partial performance of the Orders is deemed accepted, as well. In any case, the Intermediary does not guarantee to the Client that an Order will be performed in a single transaction.

6.9. At the Intermediary's request, the Client will send to the former, within the term set by the Intermediary, the instructions necessary to perform a certain operation. In the event that such Instructions are not sent within the agreed term, the Intermediary may take, at the Client's expense, any necessary measure for its own and/or the Client's protection.

6.10. The Client agrees that the Intermediary shall not be held liable for the damages caused to the Client by the delayed transmission or execution of the Order if these are caused by reasons independent from the Intermediary's actions/will or for the damages caused by the lack of accuracy or the incompleteness of the Order.

6.11. The Client may transmit Orders according to this Agreement exclusively on business days and in compliance with the Intermediary's business hours.

6.12. As per the applicable regulations, the Transactions may be invalidated/unconfirmed by BSE/the operator of another trading place or subject to termination by law following a written request of the Central Depository sends to BSE/the operator of another trading place, according to its regulations and to the provisions of the contract concluded between BSE/the operator of another trading place and the Central Depository. The Client understands and accepts the fact that, in case the Central Depository sends to BSE/the operator of another trading place, according to the regulations of the Central Depository and/or the provisions of the contract concluded between BSE/the operator of another trading place and the Central Depository, a written request for termination by law, the stock exchange Transactions / the Transactions performed through that trading place, as identified in such request, shall be terminated retroactively as per the legal provisions in force, without the intervention of any Court of law or Arbitral court or without any prior formality (penalty clause for non-performance of a contract according to art. 1553 para. (2) final thesis of the Civil Code).

6.13. The Client agrees to the use of the Financial Instruments held in the Financial Instruments Account for the execution of special/forced sale transactions, in accordance with the provisions of the Central Depository's regulations, in the event that the Client does not fulfil its payment obligations in relation to the settlement of Transactions. The special sale procedure is a measure that a participant in the Central Depository's system may

resort to, and the forced sale procedure is initiated by the Central Depository, in both cases, in order to obtain the cash funds necessary to settle the purchase transactions.

6.14. The Intermediary is not liable for any claim, loss, damage or expenses whatsoever resulted directly or indirectly from the invalidation/lack of confirmation or termination by law of a Transaction, pursuant to art. 6.12 herein above or for selling the Financial Instruments according to art. 4.1. letter (4) or any other operation initiated in compliance with the applicable legal regulations and/or this Agreement.

7. THE INTERMEDIARY'S ORDER PERFORMANCE AND TRANSACTION CONFIRMATION POLICY

7.1. The Intermediary confirms to the Client and, as the case may be, to the Custodian Agent, the performance of the Order, within no more than 24 hours after the performance of the Transaction.

7.2. The confirmations of having performed the Orders and the statements of account sent by the Intermediary are deemed to be correct and approved by the Client, if, within 2 Business Days (in case of the confirmation of the Orders' performance) respectively 15 calendar days (in case of the statements of account), the Client has not issued any written notice to the Intermediary about the existence of any irregularities. After the above-mentioned deadline expires, the data are deemed as acknowledged by the Client and, except for frauds, no subsequent correction is to be taken into account by the Intermediary. The deadline is computed after the confirmations/statements of account are sent, if sent by e-mail or by other agreed electronic Communication Channels, respectively from their reception by the Client, if sent by letter with acknowledgement of receipt.

7.3. The contents of the reports sent by the Intermediary is represented by the minimum contents required under the applicable FSA regulations.

7.4. The Client agrees to the Intermediary sending confirmations of the execution of Orders, account statements, reports and any other documents and information in connection with Transactions, including information on corporate events and the Agreement, by email at the address indicated by the Client in the Dedicated Account Application (Annex 1 to the Agreement). For certain documents communicated to the Client by email (e.g. reports), the Intermediary shall use an electronic signature.

8. POTENTIAL CONFLICTS OF INTERESTS AND AGGREGATING THE ORDERS

8.1. In performing a Transaction, the Intermediary may have an interest, a connection or an arrangement which may have a substantial character by reference to the Transaction requested by the Client.

For instance, one of the following situations may occur: **i)** the Intermediary trades, as dealer, for its own account; **ii)** the transaction is cross performed with another Client, the Intermediary supplying financial investment services for both clients; **iii)** trading Financial Instruments in the issuance of which the Intermediary is involved, or trading Financial Instruments of an issuer subject to a merger, scission, overtaking or other similar transactions and in which the Intermediary is involved; **iv)** trading equity interests of an investment fund, when the Intermediary acts as consultant for the fund management company.

In such cases, the Intermediary is not under the obligation of asking for the Client's permission to perform the Transaction.

8.2. In case potential conflicts of interests occur, the Intermediary undertakes to make sure that the Client's interest will prevail over that the interest of the Intermediary or over the interest of its employees. To this effect, the Intermediary has put in place policies and procedures to prevent and manage the potential conflicts of interests.

8.3. The Intermediary may combine the Client's Order with its own orders or with other clients' orders. By combining the Client's Orders with other orders, the Client may obtain in some cases a better price than if the Order was performed separately.

8.4. The Client agrees that its Instructions be executed under the conditions provided at art. 8, without any need to send additional notices in relation thereto.

9. CORPORATE EVENTS

9.1 The Client shall be notified of the existence of a corporate event in respect of the Financial Instruments according to publicly available information available to the Intermediary from a recognised official source and/or information provided to the Intermediary by the issuer or another intermediary, unless issuers directly inform shareholders of the corporate event. Information will be submitted by the Intermediary in accordance with standardised formats, as received (without prior verification of completeness and accuracy) and in the language in which it was submitted/published by the issuer.

9.2 The Intermediary shall transmit to the Issuer, without delay and in accordance with the instructions received, the information received from the Client relating to the exercise of the rights arising from the shares held by the Client.

9.3 The Intermediary may offer the Client, upon request and in return for the fees indicated in Annex 2 to the Agreement, the following services in connection with the Financial Instruments:

- (i) voting representation of the Client at general meetings of shareholders of issuers in which the Client holds Financial Instruments (on local/foreign capital markets) on the reference date, exclusively in accordance with and within the limits set by the Client's specific Instructions (proxy voting services). The Intermediary shall exercise the Client's voting rights in accordance with the Client's Instructions, on the basis of a special proxy;
- (ii) collecting, in the name and on behalf of the Client, dividends, interest and other rights/income/distributions related to the Financial Instruments in the Client's portfolio, in compliance with the regulations in force. If the Client holds in its portfolio Financial Instruments for which the collection of dividends and other amounts due to the holders of such Financial Instruments is carried out automatically through the Intermediary, the collection shall be carried out even in the absence of an express request from the Client.

9.4 For the purpose of executing the proxy voting service,

- (i) The Client shall notify the Intermediary of its intention to participate in a general meeting of shareholders and shall ensure that all information and documentation for the exercise of the vote is received by the Intermediary at least 10 Business Days prior to the date of the general meeting of shareholders, unless the applicable custom/regulations provide otherwise;
- (ii) The Client shall instruct the Intermediary on how to vote for each item on the agenda by sending specific Instructions (in compliance with the provisions of the Agreement and the requirements indicated by the Intermediary) through the agreed electronic communication Channels and within the deadline indicated by the Intermediary. If the Intermediary does not receive any Instructions or receives non-compliant or overdue Instructions, the Intermediary shall not perform the Service and shall be exonerated from liability;
- (iii) if the Intermediary receives any confirmations from the issuer as to the receipt or exercise of votes at a general meeting of shareholders, it shall promptly forward them to the Client.

9.5 Issuers have the right to identify shareholders. To this end, at the request of the issuer of a Financial Instrument or, as the case may be, of a third party designated by the issuer, the Intermediary shall communicate to the issuer, without delay, information on the identity of the shareholder, i.e. the Client (including the number of shares held). If the information requested by the issuer exceeds the information available to the Intermediary, the Client shall promptly provide the Intermediary with the requested information.

10. FEES AND OTHER TRANSACTION-RELATED COSTS

10.1. For the provision of the Investment services and activities, as well as for the opening and operation of the Dedicated Account and the Financial Instruments Account, the Client owes the Intermediary the appropriate fees, established for each type of service provided and specified in the Schedule of Fees and Charges, Annex 2 to the Agreement..

10.2. The modification of the fees provided for in Article 10.1 (including the fees related to the operation of the Dedicated Account) may be made as follows:

- (i) the decrease or elimination of the fees shall be communicated to the Client no later than the date from which the new fee becomes effective or, as the case may be, is eliminated;
- (ii) the increase in fees or change in the fee structure, including the inclusion of new fees, shall be communicated to the Client at least 30 calendar days before the date on which the new fees take effect. If the Client does not agree with the modification of the fees charged by the Intermediary, the Client has the right

to notify the Intermediary of the unilateral termination of the Agreement, the termination of the Agreement taking effect from the date of the entry into force of the new fees. If the Intermediary does not receive the notification of unilateral termination of the Agreement, within the term mentioned earlier, before the date of entry into force of the new fees, the change in fees shall be deemed to have been accepted by the Client.

10.3. The fees mentioned at art. 10.1. do not include the fees or other costs charged by FSA and/or other public, Capital Market or monetary market authorities, in connection with the performance and settlement of the Transaction on the concerned trading place or deposit of the Financial Instruments.

10.4. In the event that no fee is set for the performance of an Instruction, the Parties will establish the fee for the Transaction before performance thereof or, at the Client's request, the Intermediary will perform the Transaction and will afterwards notify the Client about the fee charged.

10.5. The fees and charges for the Transactions are calculated and withheld by the Intermediary on the Transaction date, by withdrawing them from the Client's Dedicated Account. Depending on the provisions of the tax legislation in force, the Intermediary may withhold taxes and fees corresponding to the Capital Market's incomes. These amounts will be paid to third beneficiaries by the Intermediary in compliance with the legal provisions. The exception to this rule is the use of a Custodian Agent's services, in which case the obligation to calculate, withhold and pay such amounts lies with the Custodian Agent. If the Client uses the services of a Custodian Agent, the payment of fees and charges will be made by the Custodian Agent on the day following the settlement of the Transaction.

10.6. In case of purchasing Financial Instruments, the payment of the fees will be made by the Intermediary's debit of the Client's Dedicated Account, when the funds are kept in the Dedicated Account, or by the Custodian Agent's transfer of the same into the Intermediary's bank account, when the Client uses the services of a Custodian Agent.

10.7. In case of selling Financial Instruments, the payment of the fees will be made by the Intermediary's or the Custodian Agent's deduction of the same directly from the aggregate amount payable to the Client, and if the Client's funds are deposited with a Custodian Agent, the Custodian Agent shall pay the fees by transfer to the Intermediary's bank account.

10.8. The Intermediary may refuse to perform the Instructions if the Client has not paid to date the fees owed for previous Transactions or until any other amounts owed under the Agreement are paid in full.

10.9. The Client declares to have understood and accepted the possibility for new taxes/fees, charges and other costs to occur in relation to the Transactions, which are charged by a Romanian/foreign institution, public authority or other legal person (regulatory, custody or settlement entity, etc.), which are not usually paid through the Intermediary and are not charged by the Intermediary. These costs shall be borne and paid separately by the Client, and to the extent that such entity charges such amounts directly to the Intermediary, the Client undertakes to promptly reimburse the respective amounts to the Intermediary.

11. CONFIDENTIALITY

11.1. The Intermediary undertakes to keep confidential all the facts, data and information related to the Client, which it will become aware of during the performance of the Agreement, as well as to use the same in compliance with the legal requirements.

11.2. The disclosure of any information in connection herewith, the Client or its activity / the Transactions performed is allowed only in the following situations:

- (i) the disclosure of such information is necessary for the accomplishment of the Intermediary's obligations in accordance with the terms of the Agreement, including disclosure of information relating to the identity of shareholders in the context of Article 9 of this Agreement;
- (ii) there is a legal obligation for the Intermediary to provide such data and information, according applicable regulations, to the public or to entities that have duties to perform transactions' set-off - settlement operations, to FSA, as well as to any other entities/bodies stipulated by law;
- (iii) the disclosure is requested by a public or regulatory authority, or on the grounds of an order/ruling of a court of law or of other similar authority/body or by the issuer of the Financial Instruments;
- (iv) the Client has consented to the possibility of disclosing the same.

12. NOTICES

12.1 With the exception of Instructions received by the Intermediary by registered telephone line, all communications sent under or in connection with this Agreement shall be made in writing, through the agreed Communication Channels, at the correspondence addresses set out in Annex 1 to the Agreement, as updated from time to time.

12.2. Any communication shall be deemed to have been transmitted at the time of its communication, when transmitted by electronic means of communication, or at the time of its receipt by the other Party when transmitted by registered letter with acknowledgement of receipt. In case of impossibility of communication due to reasons due to the Client (e.g. non-delivery of correspondence, change of address, malfunction of e-mail, electronic platform), the communication shall be deemed to have been made at the moment of communication by the Intermediary.

12.3 Any communication sent to the Intermediary outside office hours or on a day which is not a Business Day shall be deemed to have been received on the next Business Day.

12.4 All Instructions and any other communications (including periodic reports) or notices sent under or in connection with this Agreement shall be in Romanian or, with the Intermediary's express consent, in English, accompanied, at the Intermediary's request, by an authorised translation into Romanian.

13. CONTRACTUAL LIABILITY

13.1. The Parties mutually agree that the indemnities which the Intermediary would be forced to pay to the Client are limited only to the direct damages caused to the latter one in case of fraud or gross negligence and shall not include, in any case, the indirect damages incurred by the Client, such as, for instance: diminution of the profit, losses incurred by the Client on account of failure to perform the Orders due to the Client's fault.

13.2. For the Client's delay in accomplishing any of its payment obligations under the Agreement, including the Client's obligation to credit the Dedicated Account at the latest by the Transaction's settlement date, the Intermediary may request a penalty interest of 10% per year calculated for every day of delay, on the value of the unperformed obligation, until such obligation is accomplished fully and appropriately, the penalty being owed by the Client without the Intermediary being held to prove any damage. In the event that the aggregate value of the damage incurred by the Intermediary is higher than the aggregate amount of the penalties of delay, the Client will pay the difference in order to fully cover the damage. The penalties may exceed the aggregate amount on which these are calculated. Charging such penalties does not exclude the Intermediary's right of selling the Financial Instruments, at any time after the settlement date, or to directly debit other accounts of the Client opened with the Intermediary, according to art. 4.1. letter h), in order to cover the value of the Transactions that the Client performed, as well as the costs related to the operation.

13.3. Independently from any other provision hereof, the Client undertakes to cover all the costs and damages, directly and/or indirectly caused, with intention or by negligence, that the Intermediary incurred in connection with the performance of an Instruction, or in connection with the forced execution by the Intermediary of any of the Client's contractual obligation hereunder. The obligations of, and the diligence and security standards applicable to, the Intermediary in connection with keeping the Client's Financial Instruments and funds, shall not be more onerous than the ones applied to the Intermediary for keeping its own funds and financial instruments, provided that this one (the Intermediary) make at least the same efforts as a prudent professional Intermediary.

13.4. The Intermediary as well as any of its directors, managers, Agents or employees shall not be liable for the prejudice caused to the Client as a result of: (i) the Client's failure to observe its own contractual obligations; (ii) the failure to perform (in full or partial) the contractual obligations as a result of the breakdown of/limitation of access to a trading or post-trading system, the suspension of the activity/the closure of a trading place, the interruption of the communication network, events occurred for reasons independent from the Intermediary's control, including following the faulty operation of the internet or mobile phone service or as a result of the effects of the acts and regulations of any Government or supranational authority/body, market authority, supervisory authority, or any other entity authorised to regulate the performance of the Orders, any action or inaction of a third party (including the Custodian Agent, other intermediary, custodian/sub-custodian, agent, manager of a trading place, clearing house, Central Depository, settlement company, issuer or manager of Financial Instruments).

14. FORCE MAJEURE

The Client's commitments hereunder will not be extinguished or suspended (or otherwise damaged or adversely affected) by any force majeure event, unforeseeable circumstances or for any other reasons independent from the Client's will, or by any delay or breach caused by a third party. For the avoidance of any doubt, the payment obligations feasible in cash or any other fungible assets (for instance financial instruments) will not invoke the effects of force majeure, unforeseeable circumstances or other similar events.

15. AMENDMENT AND TERMINATION OF THE AGREEMENT

15.1. Any amendment of the clauses hereof is made only with the written consent of the Parties, by means of an Addendum, except for:

- a) the modifications that occur as a result of legislative provisions or mechanisms and processes associated with the performance of the Intermediary's obligations under the Agreement, and in such case the Intermediary will notify the Client about the new applicable rules, giving the Client the possibility to unilaterally terminate the Agreement, pursuant to art. 15.2 letter (b), to the extent it does not agree with such provisions. In case the Intermediary does not receive from the Client the notice about the unilateral termination of the Agreement, it is deemed that the amendment of the contractual clauses has been accepted by the Client and the notice sent by the Intermediary is an addendum to the Agreement;
- b) the Annexes to the Agreement (except for the information in Annex 2, which is updated pursuant to art. 10.2), which are updated and amended without signing an Addendum to the Agreement. The new Annexes, signed by both Parties, will replace the previous annexes, and any reference to any of those annexes in the Agreement will be deemed as a reference to the annexes with the most recent date, as updated according to the provisions above;
- c) other cases expressly provided by the Agreement.

15.2. The Agreement ceases under the following conditions:

- (a) by written consent of the Parties;
- (b) by unilateral termination of the Agreement, by either Party, provided that a termination notice is sent to the other Party at least calendar days prior to the Agreement termination date;
- (c) one of the proceedings provided for by insolvency law has been initiated against the Client, the Client is in payments default or bankruptcy;
- (d) in case of death, dissolution or voluntary liquidation;
- (e) in case the authorisation granted by FSA to the Intermediary is withdrawn;
- (f) by termination of the Agreement according to art. 15.3. and 15.5.

15.3. The Intermediary is entitled to consider the Agreement as cancelled by law, without being necessary a Court or an Arbitral Court to intervene, without formal notice and without any other additional formality, in the event that the Customer fails to perform, performs defectively or late or breaches any of the obligations, representations or warranties set out in or arising from the Agreement. The Intermediary shall inform the Client of the termination of the Agreement as a result of the termination by written notice sent by courier or post with acknowledgement of receipt, 5 Business Days before the date of termination of the Agreement.

15.4. As an exception to the provisions of Article 15.3, the termination of the Agreement shall take effect from the date of sending the notice of termination in case of breach of the Client's obligations related to: (i) the use of the Dedicated Account (crediting, debiting, etc.), (ii) the payment of the costs due to the Intermediary; (iii) the provision, in favour of the Intermediary, of the guarantees set out in the Agreement; (iv) the notification of the Intermediary, in the event of acquiring the status of a person having access to privileged information in relation to one or more issuers and/or in the event of operations leading to the exceeding or lowering of the holding thresholds of a company, according to the applicable regulations; (v) notification of the Intermediary, in case of appointment/revocation of an authorised person or change of the limits of the trustee; (vi) repeated violation by the Client of the obligations provided for in Art. 4.4 letter d) and e) of the Agreement.

15.5. In order to return the funds available or to transfer the Financial Instruments held at the Intermediary, this one shall contact the Client through one of the Communication Channels. If Client cannot be contacted or does not reply within 60 calendar days to the written notices sent by the Intermediary at the Client's correspondence addresses as indicated in the Agreement or as updated according to art. 4.4 letter f), the Intermediary is entitled to

deem the Agreement cancelled by law without being necessary a Court or an Arbitral Court to intervene, without formal notice and without any other additional formality, after a term of 60 calendar days has expired after the last notice has been sent to the Client.

15.6. In the case mentioned at art. 15.5, as well as in any other circumstance when the Agreement ceases and the Client cannot be contacted or does not reply to the written notices sent by the Intermediary, through one of the Communication Channels, in order to return the funds available or to transfer the Financial Instruments held at the Intermediary within 30 calendar days calculated from the date of the last notice sent to the Client, the Intermediary has the right, and the Client expressly and irrevocably authorises the Intermediary to act according to the provisions herein below in relation to the Client's available funds and/or Financial Instruments, held at the Intermediary:

- (i) the available funds will be transferred: a) in the most recent current account that the Client communicated; or b) in case no such current account has been indicated or the account that was indicated is not valid, into an account opened on the Intermediary's name, the Client having the right to ask the return of the same within at most 5 years from the notice date / the termination of the Agreement, as the case may be; and
- (ii) the available Financial Instruments will be (a) transferred into an individual account opened with the Central Depository on the Client's name, in case of the Financial Instruments for which the Central Depository is the issuing depository; or (b) sold, while following the principle of obtaining the best result for the Client in case of the Financial Instruments for which the Central Depository is the investing depository, or the Financial Instruments traded on external markets and the amounts resulted from the sale will be transferred according to point (i) above.

15.7. The termination of the Agreement will have no effect on the obligations that are already past due at the termination date, being understood and agreed by the Parties that they are not exempted from the performance of the contractual obligations arisen prior to the termination of the Agreement. All the Transactions contracted prior to the reception by the Intermediary of the notice about the termination of the Agreement, will be accepted and settled by the Client.

15.8. Upon termination of the Agreement, the Client will be able to dispose of the amounts in the Dedicated Account and/or the Financial Instruments existing in the Financial Instruments Account only after payment of all the sums owed to the Intermediary.

15.9. In case prior to the termination of the Agreement, there are outstanding sums owed by the Client as per the Agreement for the purpose of covering the outstanding debts the Intermediary may use the Financial Instruments portfolio held with the Intermediary, or any other assets, until the debt is fully covered.

16. REPRESENTATIONS AND WARRANTIES

16.1. The Client represents and warrants to the Intermediary, on the Date the Agreement, on the date each Instruction and/or confirmation is sent in relation to a Transaction and at any other moment during the performance of the Agreement, as follows:

- (i) it has the capacity to enter into and to accomplish the obligations hereunder, and that no Transaction contravenes the legal, administrative or contractual provisions applicable to the Client and/or the Client's business.
In addition, for the Client that is a legal person, the Client's authorised representative declares that: (a) the legal person operates legally, holds all the authorisations required under the applicable legislation and carries out its business as provided in its articles of incorporation in compliance with the legal provisions in force; and
(b) the conclusion, signing and performance of the Agreement are legally authorised and represent the legal, valid and binding obligation of the Client, and the decision of the statutory authority approving the conclusion of the Agreement and the authorisation of the representatives, natural persons, has been legally made and prepared;
- (ii) no insolvency, dissolution, winding-up proceeding or any other proceeding that involves or results in the reduction of the Client's patrimony or the restriction of the control duties of the statutory bodies, has been initiated and is pending;
- (iii) it takes the risk of an exceptional change in the circumstances based on which this Agreement was signed, and it is bound to perform its obligations hereunder independently from such changes;

- (iv) it is fully aware of the capital market legislation and undertakes to observe it, being fully and solely liable for its own actions/inactions on the Capital market;
- (v) it has read and understood “MiFID II presentation document”, “Policy on good performance” available on the website www.brd.ro, as well as Information on the provisions of Article 38 of Regulation (EU) No 909/2014 on improving securities settlement in the European Union and on central securities depositories and took note of all provisions and annexes thereof;
- (vi) it has been informed about the existence of the Investors’ Compensation Fund and about the categories of investors whose investments are compensated by the fund;
- (vii) it understands the Client's obligations under the Agreement, including the obligation to update its identification and contact details whenever necessary and assumes the effects of failure to do so;
- (viii) it has been informed about the rules of investing on the Capital market, including about the possibility to lose the entire investment, as well as about the fact that the previous performances of securities or the statistical performances do not represent a guarantee for future performances;
- (ix) it understands the terms and conditions hereof and undertakes the risks arising from the Transactions, and understands that the investment risk generated by the Transactions closed in its name and on its account by the Intermediary belong exclusively to the Client, that the Transactions to be performed hereunder depend on the financial markets’ fluctuations on which the intermediary has no influence whatsoever, and that it cannot claim any damages from the Intermediary for the damages incurred as a result of investing in the Financial Instruments;
- (x) the information provided by the Agents shall not be deemed as investment-related advice or decisions, as the decision to enter into the Agreement or to close any Transactions is the result of its own analysis and assessment, performed individually;
- (xi) it is not aware of any reason that might affect the validity of the transfer of the ownership right over its Financial Instruments or of one of the attributes of such right, and undertakes not to transmit orders to sell or other instructions regarding the Financial Instruments that it does not hold, and commits to be held liable towards the Intermediary and/or third party acquirers for any eviction occurred with regard to the Financial Instruments sold by the Intermediary on the its behalf. In the event that such event occurs, to the Client shall notify the Intermediary as soon as possible, but no later than 1 calendar day after such event has occurred;
- (xii) all Orders are its own decisions, even if are sent through a person that the Client has authorised to this effect, under this Agreement, or another third party.
- (xiii) it has taken note of the document “Information note on Personal Data Processing”, whereby it was informed about how the personal data are processed in the context of the activity carried-out by the Intermediary, as well as about the rights granted by law to the data subject, and has informed the authorised persons about sending the personal data to the Intermediary. The document is available freely at www.brd.ro and in any unit of the Intermediary.

16.2 Should one of the representations at art. 16.1 cease to reflect the reality, the Intermediary shall be entitled to terminate the Agreement, according to the provisions of art. 15.3.

17. APPLICABLE REGULATIONS

17.1. The Agreement shall be governed by the Romanian law.

17.2. This Agreement is complemented by Law 126/2018, Regulation no. 5/2019, the regulations issued by the FSA in their application, the regulations issued by market operators and with the provisions of any other applicable regulations concerning the capital market (e.g. the BSE Code of Best Practice). In the event of a conflict between the terms of the Agreement and the applicable regulations, the applicable regulations shall prevail.

17.3. In case of a conflict between the clauses hereof and the applicable regulations, the applicable regulations shall prevail.

18. SETTLEMENT OF DISPUTES

18.1. The Parties shall try to solve amicably any dispute occurred between them with regard to the construal and/or performance of this Agreement. If the dispute is not solved amicably:

- (i) when the Client is a natural person, it has the possibility, to the extent it is eligible, to use the extrajudicial proceedings for settling the disputes organised by the Entity for Alternative Disputes Resolution in the

Financial Non-Banking Field (SAL-Fin) or the Centre for Alternative Disputes Resolution in the Banking Field (CSALB). The mechanisms under which the Client may access these procedures are detailed in “MiFID II presentation document”; or

- (ii) will be presented to the relevant Courts of law at the Intermediary’s headquarters.

19. OTHER CLAUSES

19.1. The Client will be legally in default, without any other formality, on the mere expiry of the term set for the performance by the Client of any obligation undertaken hereunder or when it is in any default case provided by law in performing any legal obligation, including in case of breaching a negative pledge.

19.2. Each power of attorney, authorisation or instruction similar to the mandate granted by the Client to the Intermediary by means of or in relation to this Agreement is deemed to have been given for the entire validity of this Agreement, except where the Parties specifically agree, in writing, on a different validity period for the said power of attorney, authorisation or instruction the provisions of Art. 2015 of the Civil Code are not applicable.

19.3. The Agreement is complemented with:

- (i) the provisions of the General Banking Conditions. In case of discrepancies between the provisions of the Agreement and the General Banking Conditions, the provisions of this Agreement will prevail;
- (ii) the information in the specific documents and contracts entering into a relationship with BRD-Groupe Société Générale S.A. regarding the Client's full identification data, the identification of the beneficial owner and the source/origin of the funds, together with the identification documents submitted by the Client.

19.4. Should one of the contractual provisions be deemed or declared invalid according to a law, a regulation or decision of a relevant Court, the Parties will agree upon a new provision to replace the invalid one and which would enable, to the extent possible, meeting the purpose of the initial clause. All the other provisions of the Agreement shall remain valid and fully applicable.

19.5. Should a Party waive or not insist on the accurate and precise performance of the obligations undertaken by the other Party, this shall not be construed as a waiver to the respective rights or their performance unless such waiver is confirmed in writing by the waiving Party.

19.6. The Parties represent and warrant:

- (i) the Agreement fully and accurately reflects the Parties’ will and that there are no other elements that should have been negotiated for the valid conclusion hereof, all the clauses hereof being accepted by the Parties both in terms of form and of content;
- (ii) that: (a) they know the real circumstances of entering into and performing this Agreement and are informed about the laws applicable to the Agreement and have access to the updates/amendments thereof; (b) they have been informed of and fully understand all the provisions hereof and they take the risk of error; (c) the services undertaken by this Agreement are equivalent and equitable, the Parties being on equal footing; the Parties’ consent, given for entering into and performing this Agreement, being valid and without any undue influence.

19.7. Each natural person who signs the Agreement on behalf of one of the Parties represents and warrants that they have been fully authorised to sign the Agreement.

19.8. This Agreement reflects the entire understanding between the Parties and prevails and supersedes any and all prior agreements and correspondence of the Parties regarding the subject matter hereof. In case the Parties have previously concluded a financial investment services contract, such financial investment services contract will cease as a result of concluding this Agreement, and this one will govern all Transactions in progress between the Parties on the Agreement Date and until the final due date or the termination date of such Transactions. For the avoidance of any doubts, any Transactions closed between the Parties as of the Agreement Date will be governed by this Agreement.

20. ADDITIONAL PROVISIONS APPLICABLE TO DISTANCE AGREEMENTS

20.1. This Article 20 applies only if the Agreement has been concluded at a distance, i.e. through the use of remote Communication Channels up to and including the time when the Agreement is concluded, and is supplemented by the legal provisions applicable in Romania, according to Article 17 of the Agreement.

20.2. Any clauses contrary to this article 20 will not be deemed applicable in case this Agreement has been entered into as a distance Agreement.

20.3. The remote conclusion of the Agreement may be carried out if all the requirements of the applicable regulations and the Intermediary's internal regulations are met and only after the Intermediary has received the express consent of the Client by signing the document "Written consent of the potential client to the conclusion of the Agreement remotely" (attached as Annex 7 to the Agreement). The signed document will be sent to the Intermediary via the platform/application provided by the Intermediary for the conclusion of the Agreement. Throughout the duration of the remote Agreement, the Client has the right to request that the Agreement be communicated on paper.

20.4. The description of the Investment Services and Activities and the fees charged are valid until another information letter is sent by the Intermediary, subsequent to the Signing Date of the distance Agreement.

20.5. Without prejudice to Article 15.2 lit. (b), the Client has the right to unilaterally terminate the Agreement concluded at a distance, without notice, without having to justify the decision to withdraw and without incurring penalty fees, within 14 calendar days from the Date of the Agreement at a distance, by sending to the Intermediary a notice of termination of the Agreement, by post/ courier with acknowledgement of receipt to: *[BRD - Groupe Societe Generale S.A., b-dul Ion Mihalache nr. 1-7, Sector 1, Bucharest, Romania, for the attention of the Financial Markets Department - Capital Markets Service or by email, at trading@brd.ro]*. The deadline will be considered respected if the notification formulated on paper or on another communication channel that represents a durable medium, available and accessible to the Intermediary, is sent before the expiry of the deadline in which this right may be exercised.

20.6. The Client shall pay all costs arising out of the work performed by the Intermediary from the Agreement Date until the Intermediary receives notice of termination, which shall be deemed to be the time of termination of the Agreement. The cost of the services performed by the Intermediary shall consist of the amount of the trading fees charged at the time of settlement of the Transaction (plus any fees or commissions charged by the regulatory, custodian or settlement entities for the Financial Instruments traded, as communicated by the Intermediary), and to the extent that corporate events occur for the Financial Instruments in the portfolio managed by the Intermediary, the fees charged for corporate event services, as set out in Appendix 2 to the Agreement.

20.7. Within 30 calendar days after the Intermediary receives the termination notice, the Intermediary will repay to the Client any sums or Financial Instruments received under the distance Agreement, except the cost of the services supplied.

20.8. Within the meaning of this article 20, the Client understands and accepts that the price of the Transactions for which the Client has placed orders before the date when the Intermediary received an unilateral termination notice, depends on the financial markets fluctuations that may occur during the prior notice period regarding the termination of the Agreement and are independent from the Intermediary.

20.9. The remote/at distance conclusion of Agreements by Clients who are natural persons shall not be made through authorised representatives.

Signed in Romanian on the Date of the Agreement, in one copy for each Party (in case of handwritten signature).

(signature page following the Annexes)

ANNEX 1**APPLICATION FOR OPENING A DEDICATED ACCOUNT****Client**

.....

In the case of the natural person Client, who does not conclude the Agreement at a distance, represented by
..... holding the authenticated power of attorney
enclosed hereto

NIC/SIC

Resident for tax purposes

☐ Yes ☐ No (in this case, please fill-in the country of residence)
.....

NIN

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

The full identification data of the Client and, where applicable, of the beneficial owner, as well as the source of funds, can be found in the specific forms and contracts concluded for entering into a relationship with BRD-Groupe Société Générale S.A. and opening current accounts.

Trading on foreign markets (with the entry into force of Annex 5 to the Agreement)☐ No ☐ Yes**Trading through Anyma Online Trading System (with the entry into force of Annex 6 to the Agreement)**☐ No ☐ Yes**Client holds assets in custody with a Custodian Agent**☐ No ☐ Yes (to be described).....**1. Means of communication****1.1. Client contact details****Main Address (Domicile)**

Landline Mobile

E-mail

Type and name of the street No. Building
.....

Entry Floor Apt. Sector/ County City

Postal Code Country
.....**Contact details of the representative of the Client legal entity**

Representative (name, surname)..... Function

Landline Mobile

E-mail

1.1. Intermediary contact details

Phone: 0374336560/ +40213014572

E-mail: trading@brd.ro

Correspondence address: Bd. Ion Mihalache nr. 1-7, BRD Tower, 011171, 1st District, Bucharest

The Agent who will be in contact with the Client: (first name, last name), (position), email, phone

1.3 Communication methods between the Client and the Intermediary

The Client expressly opts and agrees that the Intermediary shall communicate to the Client confirmations of Transactions executed, account statements, periodic reports and portfolios, as well as any other communications and notifications or documents in connection with the Contract and Transactions executed, by e-mail to the e-mail address indicated in point 1.1 (Client contact details), as well as, if applicable, to the e-mail addresses of the authorised persons nominated by the Client and indicated as such in the notification sent to the Intermediary, as updated by the Client. At any time during the term of the Contract, the Client may, by request addressed to the Intermediary's office, request to receive on paper reports, account/portfolio statements or other documents in connection with the Transactions. If the Client requests delivery by registered letter with acknowledgement of receipt, the Intermediary may charge the Client an additional fee for delivery by post/ courier.

2. Dedicated Account

For the purpose of carrying out the Services and investment activities, the Client shall request the opening of a dedicated Account for each currency in which he/she wishes to trade and for which the Intermediary offers its services. Each Dedicated Account shall be deemed opened on the Date of the Agreement, if the option of trading on foreign markets has been selected, respectively from the date of signature by the Client of the specific documentation for the respective market.

The rules and conditions stipulated in the Agreement shall apply to each Dedicated Account.

The number/IBAN code of each account shall be communicated to the Client within 24 hours from the opening of the account, via e-mail.

The Client declares having been informed about the specific nature and characteristics of this account, the most important being the following:

- The Dedicated Account is a technical, cash account, to be used exclusively for performing the Transactions related to the Financial investment services and activities;
- The Dedicated Account shall be debited with the rates and fees related to the operations performed, their aggregate amount being mentioned in the bank's List of rates and fees (in lei and foreign currency) for natural/legal persons. The modification of such rates and fees may be made as per art. 10.2 of the Agreement;
- The amounts in the Dedicated Account are mainly intended to settle the Transactions;
- The available funds in the Dedicated Account will be remunerated with spot interest for the current account, its aggregate amount being mentioned in the Intermediary's List of interests;
- The holder of the account shall not be allowed to directly debit the Dedicated Account via cash withdrawals;
- The Dedicated Account shall only be debited by the Client ordering transfers to another account, which it holds (opened with the Intermediary or with another bank), within the limits of the amounts not assigned to Transactions and only via the Intermediary, as follows:
 - a) By transfer into the account mentioned in this Annex. In order to make each transfer, the Client shall have to communicate to the Intermediary in writing the amounts intended for transfer, using the Communication Channels agreed under the Agreement - if the Client choses the communication by email, this shall be done only provided that the Client has a qualified electronic signature right based on a qualified certificate issued by a reliable qualified services provider, the specifications of which will be sent in advance to the Intermediary;
 - b) By transfer into another account whose holder this is. In this case, for making each transfer, the Client will have to communicate to the Intermediary, using the communication means mentioned at letter a), the amounts intended for transfer, the number of the account where the transfer is intended to be made (IBAN code and the bank's/branch's name with which the account is opened) and a statement of account, such instructions being confirmed by telephone by the Intermediary with the Client, prior to the transfer.

The Client may read the bank's "List of rates and fees for natural/legal persons" and "List of interests" displayed in the Intermediary's agencies and on institutional website www.brd.ro.

The Client authorises the Intermediary to debit the Dedicated Account with the amounts to be settled as a consequence of the ordered Transactions, including the amounts related to any fees, taxes and other costs related thereto.

The available funds will be transferred from the Dedicated Account, based on the Client's instructions, according to the provisions hereof, into the accounts identified herein below:

Bank	Currency	IBAN Code

3. Information regarding investment knowledge and experience

Information about the Client's investment profile, including information about the Client's classification in a category of retail/professional clientele, the Client's investment knowledge and experience or the level of risk the Client is willing to take (high, medium, low) is found in: (i) "*Questionnaire for assessing the investment profile for natural/legal persons*", which establish an investment profile based on which the Client may have access to the range of financial instruments and determine the classification in the corresponding category of clientele, (ii) "*Questionnaire for determining the level of knowledge and experience as regards the investment products*", based on which the Client's investment knowledge and experience are assessed, as well as (iii) the classification in the investment category - part of the questionnaire indicated at point (i), documents that are integral part hereof.

4. Representations of the Client

By signing this application,

- I confirm that I have read and understood the provisions hereof, I have indicated my investment objectives and the level of accepted risk, and I hereby confirm that the Intermediary has informed me about the investment risks on the capital market, as well as the fact that the Intermediary does not take any responsibility for the portfolio returns and that the past performance or the statistical performance of the securities is not a guarantee for their future performances;
- I hereby declare that the information herein is real, complete and I will inform the Intermediary at once about any change in these data and information, and replace accordingly the documents produced initially;
- I hereby declare that I took account of the rates, fees and interests charged by the bank, according to the "List of rates and fees for natural/legal persons", "List of interests";
- I am aware that misstatements of the data are sanctioned according to the Criminal Code;
- I hereby declare on my own liability, under penalty of law, that the information regarding the beneficial owner, as well as the source of funds, declared in the specific contracts concluded for entering into a relationship with BRD-Groupe Société Générale S.A. and opening current accounts are applicable also for the purpose of this Agreement and the Dedicated Account/Financial Instruments.

5. Enclosed documents

The Client has produced to the Intermediary the following documents (please tick the relevant boxes):

- ☐ Authenticated power of attorney by which the representative of the Client has been empowered
- ☐ Documents proving the representative capacity of the Client's authorised representative (e.g., act of appointment + mandate)
- ☐ The special power of attorney, authenticated at the notary's office in the country of origin, given by the non-resident legal entity Client to a natural person, to represent it in Romania and its legalized translation into Romanian language

ANNEX 2**LIST OF FEES AND COMMISSIONS**

1. As of the Date of the Agreement, the fees, charges and costs applicable to the Client for Investment services and activities provided under the Agreement are:

I. Transaction fees for variable income financial instruments (shares, rights, fund units, structured products, etc.)

A. Spot instruments traded on the Bucharest Stock Exchange: 0.50%

B. Spot instruments traded on international capital markets (shares, fund units, etc.) 0.40%

In the case of trading on international capital markets, the above trading fee is the Intermediary's net commission provided for in point I.B., plus the trading and settlement costs as follows:

Euronext

Transaction cost **0.05% min 25 EUR** per transaction

Settlement cost **6 EUR** per transaction

London Stock Exchange

Transaction cost **0.05% min 29 GBP** per transaction

Settlement cost **16 GBP** per transaction

Deutsche Borse Frankfurt

Transaction cost **0.05% min 25 EUR** per transaction

Settlement cost **16 EUR** per transaction

Swiss Exchange Zurich

Transaction cost **0.05% min 40 CHF** per transaction

Settlement cost **16 CHF** per transaction

Wiener Borse

Transaction cost **0.07% min 60 EUR** per transaction

Settlement cost **16 EUR** per transaction

NYSE, NASDAQ

Transaction cost **0.05% minim 25 USD** per transaction

Settlement cost **10 USD** per transaction

Commission for transferring shares between Wiener Borse and Bucharest Stock Exchange: **7.5 EUR** / transfer

The fee for the purchase of financial instruments issued in the UK (duty stamp) is **0.50%** of the value of the financial instruments purchased.

The tax for the purchase of financial instruments issued in France (Financial Transaction Tax - FTT) is **0.30%** of the value of the financial instruments purchased and in Italy (Italian Financial Transaction Tax - IFTT) is **0.20%** of the value of the financial instruments purchased.

Any other taxes or fees charged by regulatory, custodian or settlement bodies for the Financial Instruments traded/held in the portfolio (e.g. those related to GDR/ADR instrument holdings, but not limited to) will be borne by the Client. To the extent that such institution charges amounts directly to the Intermediary, the Client undertakes to reimburse such amounts immediately to the Intermediary.

II. Transaction fees for fixed income financial instruments

A. Government securities issued under the Fidelis program traded on the Bucharest Stock Exchange, as a secondary market: the minimum value between 0.50% and the upper limit of the trading commission provided in the prospectus, if applicable.

B. Government securities (except those mentioned in II.A), corporate and municipal bonds traded on the Bucharest Stock Exchange: 0.50%.

C. Government, corporate and municipal bonds traded on **international capital markets: 0.40%**, plus the trading and settlement costs mentioned in section I.B of this Annex.

III. Commission for transactions made using Anyma Online Trading System

For transactions carried out using the Anyma Online Trading System, the fees related to the market on which they are traded (BVB, international capital markets), provided in points I and II above, are applicable.

IV. Fees charged for corporate event services

A. Corporate events commission for Financial Instruments - local market:

- i. **Notification of corporate events (e.g. notices of general meetings of shareholders, notices of decisions of general meetings of shareholders):** free of charge
- ii. **Collection of dividends/coupons:** fees charged by the Central Depository, according to the schedule of fees and commissions published on the Central Depository's website (<https://www.rocLEAR.ro>) or fees charged by depositories/custodians/third party intermediaries, according to their schedules of fees and commissions.
Fees will be applied for each Client / for each ISIN held in the portfolio and intermediated by BRD / for each transaction. The dividend collection service offered by the Central Depository or other third party intermediaries may incorporate a number of separate operations (*e.g. the operation of transmitting information on corporate events of a given issuer, the operation of processing corporate events and cash account operations*), which will be charged separately according to the Central Depository's fee schedule.
- iii. **Commission proxy voting - at your request, where technically possible:**
 - 200 lei each general meeting of shareholders for postal/electronic voting*
 - 200 lei for each physical representation for voting at the general meeting of shareholders (excluding representation expenses - transport, accommodation and meals - which will be charged separately)

** the fee applies for each gathering of the general meeting of shareholders/for each Client/for each valid ballot paper prepared and transmitted to the issuer.*

B. Corporate events commission for Financial Instruments - external market:

- i. **Notifications of corporate events (e.g. general meetings of shareholders and other subsequent notifications related to the respective general meeting of shareholders):** free of charge
- ii. **Collection of dividends/coupons:** fees charged by custodians/custodians/third party intermediaries according to their schedules of charges and commissions. Fees will be applied for each Client / for each ISIN held in the portfolio and intermediated by BRD/for each transaction. The dividend collection service offered by custodians/custodians/third party intermediaries may incorporate a number of separate operations (*e.g. the operation of sending information on corporate events of a given issuer, the operation of processing corporate events and cash account operations*), which will be charged separately according to the fee schedule of each custodian/custodian/third party intermediary.

iii. **Commission proxy voting - at your request, where technically possible:**

Postal/electronic voting transmission:

Zone 1	France	60 EUR
Zone 2	Belgium, Bulgaria, Canada, Croatia, Denmark, Egypt, Germany, Luxembourg, Malaysia, Mexico, Netherlands, Norway, Spain, Singapore, Sweden, United Kingdom of Great Britain and Northern Ireland, USA	80 EUR
Zone 3	Argentina, Australia, Austria, Chile, China, Cyprus, Euroclear, Greece, Hong Kong, Indonesia, Ireland	120 EUR
Zone 4	Estonia, Hungary, Italy, Japan, Lithuania, Latvia, Philippines, Czech Republic, Slovakia, Slovenia	220 EUR

Zone 5	Finland, Israel, Poland, Portugal, Switzerland, Jordan
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320 EUR

The commissions identified above apply for each gathering of the general meeting of shareholders/for each Client/for each valid ballot paper prepared and transmitted to the issuer. For each physical representation at a meeting of the general meeting of shareholders, the above fees shall be increased by the expenses incurred for the representation: transport, accommodation and meals, which shall be charged separately.

2. Fees are applied for each individual Transaction by reference to the Transaction value.

3. The Client agrees that, in the case of dividend/coupon collection services, where the amount to be collected on its behalf does not cover the counter value of the fees charged by the Central Depository or other depositories/custodians/third party intermediaries, the Client's current accounts with the Intermediary will be debited with the resulting difference.

4. For currency exchange operations in connection with the performance of the Agreement, the currency exchange rates practiced by the Intermediary at that time shall be used, as displayed in the Intermediary's units and on the website www.brd.ro.

Particular aspects for trading on the NYSE and NASDAQ markets: The Client may place orders on the stock markets in the United States (NYSE and NASDAQ) through the Anyma Online Trading System, starting with the date notified in writing to the Client by the Intermediary (through the communication channels currently used between the parties), from which Anyma will be available for placing orders on the respective markets. The Client may place orders by telephone on the NYSE and NASDAQ markets through the Intermediary's employees, during the Intermediary's working hours. The Intermediary offers support to the Clients for placing orders through the agreed means of communication (i.e. by telephone), other than Anyma, outside the Intermediary's working hours, only in case of unavailability of the application, during the hours published on the BRD website at the section <https://www.brd.ro/piete-financiare/piete-de-capital>.

ANNEX 3**STATEMENT OF THE INVESTOR ON THE CLASSIFICATION OF INVESTMENTS**

The Client, with the identification data mentioned in the Contract, declares on my own responsibility, being aware of the legal provisions in force regarding the Investor Compensation Fund ("Fund"), that I am aware of whether or not I fall into the category of investors whose investments are compensated by the Fund, as well as of the amount of the amount with which I will be compensated.

I also declare on my own responsibility that:

I fit in ☐

I do not ☐

in the situations mentioned in Article 7 of the Law No 88/2021 on the Investor Compensation Fund, as amended and supplemented, respectively:

- a) professional and institutional investors, including investment firms (as defined in Art. 4 para. (a) professional and institutional investors, including investment firms (as defined in Article 4(1)(2) of Regulation (EU) No 575/2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012), credit institutions, financial institutions, insurance and reinsurance companies, collective investment undertakings, privately managed pension funds, other professional and institutional investors;
- b) international organisations, governments and other central, regional and local public administration authorities;
- c) directors, trustees and directly responsible members of the Fund's unitholders, persons whose responsibility it is to audit the Fund's unitholders;
- d) shareholders of the Fund's unitholders holding at least 5% of the share capital;
- e) investors with a similar status to those mentioned in lit. c) and d) in other companies of the same group as the Fund's participants;
- f) spouses, relatives up to and including the first degree, and persons acting on behalf of the investors mentioned in point (c). c) to e);
- g) legal entities within the same group as the unitholders of the Fund;
- h) persons who have responsibility for or have benefited from certain circumstances in relation to a participant in the Fund which have led to financial difficulties of the participant or have been likely to lead to a deterioration of the participant's financial position;
- i) companies which, because of their size, are not permitted to prepare short form balance sheets under the applicable accounting regulations.

To the extent that, during the term of the Contract, there is a change in the category of investors to which the Client belongs, the Client undertakes to promptly update Annex 3.

ANNEX 4**PERSON DISCHARGING MANAGERIAL RESPONSIBILITIES**

Client, SRC /NIF
....., with the identification data mentioned in the Agreement, I declare the following:

I am the Person discharging managerial responsibilities with issuers of financial instruments listed on a trading venue (regulated market, multilateral trading facility (MTF) or organised trading facility (OTF)):

☐ YES* ☐ NO

* *please identify the issuers:* _____

I am the Person closely associated with persons discharging managerial responsibilities with issuers of financial instruments listed on a trading venue (regulated market, multilateral trading facility (MTF) or organised trading facility (OTF))

☐ YES* ☐ NO

* *please identify the issuers:* _____

According to Regulation (EU) No. 596/2014 on market abuse, as subsequently amended and complemented,

- **“Person discharging managerial responsibilities”** means a person within (i) an issuer, (ii) an emission allowance market participant, or (iii) any auction platform, auctioneers and auction monitor involved in auctions organised pursuant to Regulation (EU) No 1031/2010, to the extent that the transactions it conducts involve emission allowances, derivatives thereof or products auctioned thereon, who is, in any of the cases in (i) to (iii) above who is:
 - (a) a member of the administrative, management or supervisory body of that entity;
 - (b) a senior executive who is not a member of the bodies referred to in point (a), who has regular access to inside information relating directly or indirectly to that entity, and power to take managerial decisions affecting the future developments and business prospects of that entity.
- **“Person closely associated”** means:
 - (a) a spouse, or a partner considered to be equivalent to a spouse in accordance with national law;
 - (b) a dependent child, in accordance with national law;
 - (c) a relative who has shared the same household for at least one year on the date of the concerned transaction; or
 - (d) a legal person, trust or partnership, the managerial responsibilities of which are discharged by a person discharging managerial responsibilities or by a person referred to in point (a), (b) or (c), which is directly or indirectly controlled by such person, which is set up for the benefit of such person, or the economic interests of which are substantially equivalent to those of such person.

Trading based on inside information is a MARKET ABUSE and/or MARKET MANIPULATION. Both are sanctioned according to the laws in force.

By signing this Annex, I confirm that all my data and statements correspond to reality and that I have read and understood this document and that I have correctly indicated the information provided. The Client declares to notify the Intermediary within 24 hours regarding any change occurred, in its capacity as “*Person discharging managerial responsibilities*”.

The refusal to provide complete information and in due time will lead to the exemption of the Agent and of the Intermediary in relation to all the Transactions that the Client performed as Person discharging managerial responsibilities.

ANNEX 5**FINANCIAL INVESTMENT SERVICES ON FOREIGN CAPITAL MARKET****PREAMBLE**

Whereas:

- The Client and the Intermediary entered into the Financial Investment Services Agreement (hereinafter referred to, along with the subsequent amendments and complements, as the “**Agreement**”);
- The Client requested to perform Transactions with Financial Instruments traded on foreign capital markets on which the Intermediary offers its services;
- The Intermediary can offer such services to its clients based on its collaboration with intermediaries that are authorised members of the respective stock exchanges. To this end, for the services of acceptance, transmission, performance and set-off of the clients’ orders on various Capital markets, the Intermediary enters into a contract for accessing the foreign market trading systems (hereinafter referred to as the “**Trading System**”) with the manager of each trading system (hereinafter referred to as the “**System Manager**”).

The **PARTIES** agree to sign this Annex, with the following content:

ART. 1 DEFINITIONS / TERMS

For the purpose hereof, the terms below, except for those defined in the Agreement, have the following meaning:

“**Annex**” means this Annex having for object Services and activities of financial investment on foreign capital markets (having the form of Annex 5 to the Agreement) signed by the Intermediary and the Client, as subsequently amended and complemented.

“**Trading systems**” mean the electronic systems for trading on the Foreign markets, to which the Intermediary subscribed by signing the contracts mentioned in the Preamble, and which grant the Intermediary access to trading on its own name or on behalf of the Client on Foreign capital markets.

“**Market regulations**” mean all the rules, instructions, memos issued by the market authority, the supervisory authority, the clearing house, the central depository, or any other entity authorised to regulate the performance of the Client’s Orders, as well as the practices and/or customs confirmed by such authorities, as subsequently amended and complemented;

“**Taxes/Charges**” mean all the charges, impositions, burdens, withholdings and related debits, including any penalties and interests applied to or regarding (i) the Financial Instruments or Cash, (ii) the transactions performed under this Agreement or (iii) the Client;

“**Business Day**” means any day on which the Intermediary and the System Manager are open for business to the public.

ART. 2 OBJECT OF THIS ANNEX

2.1. The object hereof is the regulation of the legal relationships between the Intermediary and the Client, in connection with the Intermediary’s supplying, against a fee, the Services and activities of financial investment on foreign capital markets on which the Intermediary offers its services. The updated list of the foreign capital markets on which the Intermediary offers its services may be seen on the Intermediary’s website www.brd.ro.

2.2. The services hereunder will be supplied by the Intermediary according to the regulations applicable to the Foreign capital markets, and to the terms and conditions set in the Agreement. In this respect, any reference herein to “Financial instruments” and to the “Transactions” / their “Trading” shall be construed as a reference to the transaction performed by the Intermediary on the Client’s account, on any of the foreign markets where the Intermediary will offer its services.

ART. 3 MONEY AND FINANCIAL INSTRUMENTS OF THE CLIENT

3.1. For the purpose of performing the operations hereunder, the Intermediary shall open, maintain and operate in its records a Dedicated Account for the Client, in EUR and/or other foreign currency, depending on the currency used for trading the financial instruments on the market where the trading is intended. The Dedicated Account shall be distinct from the Dedicated Accounts of other clients and/or of the Intermediary and it shall be dedicated exclusively to the Client's transactions on the foreign capital markets.

The number/IBAN code of each Dedicated Account opened by the Intermediary shall be communicated to the Client within 24 hours as of the opening of the Dedicated Account, through one of the Communication channels chosen by the Client.

3.2. As for the Transactions subject hereof, the amounts necessary to settle the Transactions are made up of the Transaction price and any fee/tax for the financial investment services, owed by the Client according to the provisions of the Agreement, and will not include the fees/taxes of a fiscal nature that the Client owes.

3.3. If, at the time of transmission of the Order, the amounts in the Dedicated Account are not sufficient to perform the Transaction, on the Client's instruction, the Intermediary can credit the Dedicated Account related to the Transactions on foreign markets with amounts existing in the other Dedicated Accounts that the Client has opened with the Intermediary with a view of supplying the other financial investment services (the Dedicated Account for spot transactions on the Romanian capital market). The Client shall have to indicate in the Order the Dedicated Account from which the Client wishes the transfer to be made (the Account for trading on BSE), and the amount with which the Intermediary is authorised to debit the said account. The Intermediary shall make this transfer only if the Dedicated Account which the Client wishes to debit does not hold any blocked amounts that are subject to other Transactions initiated by the Client and which are in progress (to be settled). In this case, the amounts shall be debited only up to the amounts already blocked, and the Transaction shall be performed within the limit of the amounts thus credited. The Client is liable for the correct instructions given to the Intermediary.

3.4. The Client undertakes to make available to the Intermediary the amounts necessary to perform the requested Transactions, in the currency of the Foreign capital market on which the Transaction will be performed.

3.5. If the Client credits the Dedicated Account in a different currency than the currency of the Capital market on which the Transaction was ordered or if the currency of the Dedicated Account from which the Client wishes to make the transfer for performing a Transactions according to art. 3.3 is different from the currency to be used for settling the Transaction, the Client agrees and expressly authorises the Intermediary to perform, on behalf of and for the Client, the foreign exchange operation, using its own foreign exchange services, at the exchange rate applied by the Intermediary at the time of performing the foreign exchange. In this case, the Client irrevocably waives any claims that might arise following a foreign exchange operation that the Client deems unfavourable.

ART. 4 THE INTERMEDIARY'S ORDER PERFORMANCE AND TRANSACTION CONFIRMATION POLICY

4.1. By way of exception from the Agreement provisions, the Intermediary confirms to the Client and, as applicable, to the Custodian Agent, the performance of the Trading Order no later than the first Business Day after receipt of the confirmation from the System Manager;

4.2. By way of exception from the Agreement provisions, the confirmations of having performed the Trading Orders and the statements of account sent by the Intermediary, are deemed correct and approved by the Client if, within 2 (two) Business Days, the Client has not issued any written notice to the Intermediary, notifying this one about the existence of irregularities. After the expiry of the previously indicated term, the data are considered as acknowledged by the Client and, except for frauds, no subsequent correction shall be taken into consideration by the Intermediary any longer. The time limit of 2 (two) Business Days is calculated as of the transmission of the confirmations/statements through the agreed Communication Channels.

ART. 5 FEES AND PAYMENT METHODS

5.1. For the supply of the Financial investment services and activities under this Annex, the Client owes to the Intermediary the corresponding fees/charges, specified in the List of rates and fees (Annex 2 to the Agreement).

Also, the Client owes to the Intermediary, according to the provisions of the Agreement, the rates and fees for the operation of the Dedicated Account opened for the purpose of performing the operations hereunder.

5.2. By way of exception from the Agreement provisions, the intermediation fee does not include the fees and other costs related to the trading and to the settlement of transactions on the respective foreign markets, as indicated in the List of rates and fees (Annex 2 to the Agreement).

5.3. Based on the cost items mentioned herein, the Client has to calculate and credit the Dedicated Account with the funds necessary for performing the Transactions.

5.4. As for the Transactions subject hereof, the calculation and payment of the fiscal charges or fees, owed in relation to the Transaction, are the direct obligation of the Client, who is the sole responsible for the correct performance of such obligation.

The Intermediary shall not be held liable towards the Client or towards a public authority/institution, for how to calculate and to pay the charges/fees owed by the Client, related to the Transactions performed on the Foreign capital markets. Thus, the Agreement provisions regarding the calculation, withholding and payment by the Intermediary of the fiscal charges/fees, become inapplicable for the Transactions that are subject hereto.

ART. 6 OTHER RULES SPECIFIC TO PERFORM THE TRANSACTIONS ON THE FOREIGN MARKETS

In relation to the Services and activities of financial investment on foreign capital markets, the general rules set by the Agreement are complemented with the following **specific rules**:

6.1. When transmitting an Order, the Client shall observe the compliance with the regulations applicable to the Financial instruments traded on the foreign market/markets on which the Client will trade, including with any potential special rules applicable to transactions with Financial instruments issued by its affiliates.

6.2. The Client undertakes to inform the Intermediary about any legal/contractual restriction regarding the transfer of any Financial instrument it sells, by providing the Intermediary, if necessary, with any additional documents required to comply with such regulations.

6.3. The Client agrees that the Trading Orders be automatically processed by the Trading System to which the Intermediary subscribed, and performed in the same manner, depending on the procedures and regulations specific to each Capital market, on the trading days and times specific to each market, these factors being able to cause delays in the performance of the Orders.

6.4. Once the Intermediary has accepted to perform a Trading Order, the Client is entitled to request the modification/cancellation of the Orders that have not been performed and that have not an expired validity term and which may be withdrawn / changed on the market.

The Client shall have to undertake/cover the part of the Transaction which was performed according to the initial Order. Nevertheless, even where the Intermediary agrees with the cancellation/modification of the Order, the Client is aware that such modification or cancellation may be made only for the part of the Transaction that was not performed at the time the System Manager receives such request, but the risk exists that, in certain circumstances, its modification/cancellation may not be made either for the part of the Transaction that was not performed.

In any case, a request for the modification or cancellation of an Order shall contain sufficient details for it to be operated in the event the request is accepted by the Intermediary.

6.5. Any references in the Agreement to the “institutions, authorities and other entities” mean both the Romanian ones and those of the various capital markets on which the Intermediary offers trading services.

Art. 7 REPRESENTATIONS AND WARRANTIES

The Client confirms the validity and actuality of the representations and warranties given in the Agreement, and also represents that:

7.1. It has the capacity required to conclude, and to perform the operations that are subject hereto, and any Transaction ordered on the Client account does not infringe the legal, administrative or contractual provisions

applicable to the Client and/or its business both in terms of internal legislation and of the regulations applicable to foreign capital markets.

7.2. It understands the terms and conditions of supplying the services that are subject hereto and undertakes the risks arising from the Transactions on foreign markets. The Client also understands that the investment risk generated by the Transactions closed on its behalf and for its account belongs exclusively to the Client, and this one cannot claim any compensations from the Intermediary for the damages resulting from the investment in Financial Instruments. The information provided by the Intermediary's employees shall not be deemed investment decisions/advice, as the Client undertakes entirely its decision to invest.

7.3. The Client is fully aware of the Capital market legislation, including the legislation regarding the foreign market/markets on which the Client will give Trading Orders, and undertakes to observe the same, being fully and solely liable for its own actions/inactions on the Capital market. Should the Client consider that it does not hold all the necessary information, the Client shall request the Intermediary to make available materials, information, data and other financial information about the issuers listed on the foreign markets, and the Intermediary shall provide the same to the extent it has such information from the System Manager or has the possibility to obtain it from the entities acting on the foreign capital markets on which the Client intends to trade.

7.4. The Client declares to be the sole liable for the correct calculation of the amount necessary to settle the Transaction.

7.5. The Client represents it is aware that the Intermediary can be periodically asked by the regulatory or self-regulatory bodies of the various Capital markets to present information about the Transactions performed by this one. In this respect, the Client specifically authorises the Intermediary to make such documents available to the requesting authority, without its prior approval. The Client is aware that third party collaborators' access to some or all the Transaction-related data/information is inherent to the trading process and, consequently, expresses its consent to their access to such data/information.

7.6. The Client represents that the information included in the documents / statements provided to the Intermediary or otherwise transmitted is real, complete and without omissions, and undertakes responsibility in this respect.

7.7. The Client guarantees the validity of the contents of these representations and authorisations both at the time of signing this Annex, and for the entire validity term thereof. Should one of these representations ceases to reflect the reality, the Intermediary shall be entitled to cease applying this Annex, according to the provisions of art. 10 herein below.

ART. 8 SPECIFIC CONTRACTUAL LIABILITY

In addition to the rules related to the liability of the Parties, as set under the Agreement, as regards the Transactions subject hereto, the Parties agree that:

8.1. The System Manager does not undertake any liability for any action or inaction, and does not guarantee in any way the correctness, performance or promptness of the service offered by the System Manager and, consequently, the Intermediary cannot be held liable towards the Client either for the potential damages caused by the occurrence of any of the situations mentioned above.

8.2. The Intermediary, conditioned by the limitations / parameters and other controls imposed on it by the System Manager, can find itself forced to postpone certain Orders, to introduce limits and restrictions (in terms of volume, prices or timing) applicable to the Client. The Intermediary shall inform the Client about the nature or level of the limitations that the Client is subject to. The Client remains the sole responsible, in any circumstance, for the Orders performed under these conditions.

8.3. The Intermediary shall not be liable for the losses or damages caused directly/indirectly to the Client, as regards the performance of the Orders using the Trading System, in case of:

- malfunction or failure of the computer or communication network made available by the System Manager or a third party (Internet provider, etc);
- malfunction or failure of the Intermediary's computer/communication network;
- any act of God or force majeure event.

ART. 9 APPLICABLE REGULATIONS

9.1. The content and the services hereunder are governed by the Romanian law, according to the Agreement. The Agreement is complemented by the applicable regulations regarding the Capital market, as well as the market Regulations related to foreign markets on which the Intermediary offers access (rules, instructions or memos issued by the supervisory authority, the clearing house, the central depository or any other entity authorised to regulate the performance of the Client's Orders, as well as the practices or customs confirmed by such authorities).

9.2. The Client and the Intermediary agree to perform all the operations and activities necessary for observing the contractual obligations, in compliance also with the regulations related to the foreign capital markets on which the Intermediary offers its services.

ART. 10 AMENDMENT AND TERMINATION OF THIS ANNEX

10.1. Except for the cases expressly provided by the Agreement, any amendment of the clauses hereof is made only with the written consent of the Parties, by signing Addendum.

10.2. This Annex ceases in the conditions mentioned under the Agreement, mentioning in addition that:

- a)** the Intermediary will be able to unilaterally terminate the Annex at any moment, without any prior notice, in case the System Manager restricts/forbids the Intermediary's access to the Trading system;
- b)** in addition to the provisions of art. 15.3.1, the Intermediary is entitled to deem this Annex cancelled by law,
 - b.1)** in the event that the Client fails to accomplish, accomplishes in an incorrect manner or in delay any of the specific obligations mentioned at art. 6.1, art. 6.2 and art. 6.4. herein, as well as when the additional representations and warranties undertaken according to art. 7 prove to be inaccurate or false, and in this case the Intermediary will inform the Client about the termination of the Agreement as effect of cancellation, by a written notice sent by courier or mail with acknowledgment of receipt;
 - b.2)** in the event that the Client fails to accomplish, accomplishes in an incorrect manner or in delay any other obligations undertaken by or resulting from this Annex, besides those expressly mentioned at point b.1) above, and in this case the Intermediary will send a written notice to the Client, by courier or mail with acknowledgment of receipt, 5 (five) Business Days prior to the cancellation date.

10.3. The termination of this Annex, under any of the conditions mentioned at art. 10.2. above, takes effect only regarding the contractual relations related to the Services and activities of financial investments on the foreign capital markets, without affecting the performance of the Agreement. Nevertheless, the termination of the Agreement will result also in the termination of this Annex.

ART. 11 DISPUTE SETTLEMENT

The Parties shall try to first solve amicably any dispute occurred between them with regard to the construal and performance of the provisions hereof. Should they fail to solve the dispute amicably, such dispute shall be referred to the Romanian relevant courts for settlement, according to the Agreement.

ART. 12 FINAL PROVISIONS

12.1 The Client authorizes and asks the Intermediary to carry out for the Client Services and activities of financial investments on foreign capital markets, including by appointing and using third party custodians and sub-custodians, agents and clearing systems as delegates, representatives, brokers, agents or sub-custodians, and to fulfil any of the Intermediary's rights and obligations under this Annex.

12.2. The provisions herein are integral part of the Agreement, and cannot be applied independently from the provisions thereof. Apart from the exceptions to the Agreement expressly mentioned herein, all the other clauses of the Agreement remain fully applicable. In case of contradictions between the provisions of this Annex and the provisions of the Agreement, the provisions of this Annex shall prevail.

ANNEX 6**ONLINE TRADING – FINANCIAL INVESTMENT SERVICES****PREAMBLE**

Whereas:

- The Client and the Intermediary entered into the Financial Investment Services Agreement (hereinafter referred to, along with the subsequent amendments and complements, as the “*Agreement*”);
- The Client requested to have access to the financial investments services offered by the Intermediary by using the Online Trading System;
- The Intermediary can offer such services to its clients based on its collaboration with specialised third parties (System Managers) with whom it entered contracts for access to the Online Trading System.

The **PARTIES** agree to sign this Annex, with the following content:

ART. 1 DEFINITIONS

In the Annex, the terms below, complementing those defined in the Agreement, have the following meaning:

“Annex”	this Annex 6 to the Agreement (<i>Online Trading</i>) having for object financial investment services performed through an Online Trading System, along with Annex 6a (<i>Digipass Delivery Protocol</i>), Annex 6b (<i>List of Users</i>) and User’s Guide, as subsequently amended and complemented.
“Digipass”	a secured portable device or, alternately, an authentication software, which calculates passwords in a dynamic manner that are valid for a limited period, provided for free by the Intermediary on the signing date of this Annex, for having access to the Online Trading Service. Depending on the Client’s option, Digipass may be: (i) a software which may be downloaded and installed directly on the mobile phone/tablet in the Android and IOS stores (regardless the mobile phone operator/Internet services provider or the SIM card type - subscription or prepaid), following the instructions that the Intermediary will communicate to the Client after signing the Annex, as well as the User’s Guide; (ii) a portable device, provided by the Intermediary after signing the Annex, under a Digipass Delivery Protocol (Annex 6a). Digipass is equipped with an access PIN (numerical password) or, for the devices allowing this authentication method, the recognition of the User’s digital fingerprint.
“Customised Security Elements”	the identification elements necessary for the use of the Online Trading System regardless the connection method (website: www.anyma.brd.ro or application installed on the mobile phone/tablet or software installed on the User’s computer), namely: (i) <i>System user name</i> and <i>password for visualisation</i> , both being provided by the Intermediary to each User, to be used for accessing the System; and (ii) <i>password for trading</i> , dynamically generated by Digipass, for accessing the trading function.
“System Manager”	specialised entities with which the Intermediary concluded specific contracts for the purpose of accessing the Online Trading System.
“User’s Guide”	document detailing all the technical specifications and methods, as well as the equipment necessary to download, install, connect / access and use the System, as updated from time to time by the Bank. the User’s Guide is sent to the Client when signing the Annex and may be read on the Bank’s website, at www.brd.ro .
“Phishing messages”	messages that apparently are sent by the Intermediary to ask the recipient to disclose confidential data for access to the System or other details for the identification of the Users or of the Transactions. In reality, such messages are not sent by the Intermediary, and the persons who send them aim at obtaining in a fraudulent manner the concerned data.

“Trading Orders” / “Instructions”	the orders for the sale or purchase of Financial Instruments and other instructions received by the Intermediary exclusively through the System.
“Trading hours”	the time frame when a certain trading market/place is open, which may be different depending on the regulations of each trading market/place on which the trading takes place.
“Applicable regulations”	all the rules, instructions, memos issued by the market authority, the supervisory authority, the clearing house, the central depositary or any other person authorised to regulate the performance of the Client’s Trading Orders and Instructions, the practices and/or customs confirmed by such authorities (e.g. the Code of Best Practices issued by BSE, etc.), as well as the documents and instructions related to the System, including the User’s Guide.
“Online Trading Service”	the financial investment service that the Intermediary offers the Client, both on domestic markets, and on foreign markets, through the System.
“Online Trading System”/ “System”	the computer system operated by the Intermediary for the purpose of facilitating the online transmission, reception and performance of the Client’s Trading Orders and Instructions, as well as accessing the information regarding market quotations, which the Users may have access to through various connection methods: website or application installed on the mobile phone/tablet in the Android and IOS stores (regardless the mobile phone operator/Internet services provider or the SIM card type - subscription or prepaid) or software installed on the User’s computer, according to the information in the User’s Guide.
“User”	the Client and any person appointed by the Client for the purpose of accessing the Online Trading System and sending Trading Orders and Instructions, on the Client’s name and behalf, as identified by the Client in the List of Users (Annex 6b), as updated from time to time according to the Agreement, the actions of such person being enforceable against the Client, who remain liable for any Instruction, piece of information or document that the User sends to the Intermediary.

ART. 2 OBJECT OF THIS ANNEX

2.1. The Intermediary will facilitate the Client’s access, against a fee, through the Online Trading System, to Online Trading Services and services for visualisation of various capital markets’ quotations, as these are mentioned on the Intermediary’s website www.brd.ro, at “Anyma Online Trading” within the “Capital Market” section. The functionalities of each service and the actual access methods are described in the User’s Guide.

2.2. The services hereunder will be offered by the Intermediary according to the Applicable regulations, in compliance with the terms and conditions set forth under the Agreement. In this respect, any reference herein to “Financial Instruments” and to “Transactions”/“trading” thereof shall be construed as a reference to the transaction ordered by the Client through the Online Trading System, on any of the markets on which the Intermediary will offer its services.

2.3. When sending the Trading Orders, the Clients must observe the Trading Hours of the relevant trading market. In case the Trading Order is sent outside the Trading Hours, the order will not be performed, and the Client shall have to resend the Trading Order in compliance with the Trading Hours.

ART. 3 EFFECTIVE DATE

This Annex will only become effective after the following conditions are cumulatively met:

- a) The Intermediary has received:
 - (i) the photocopy of the Client’s identification documents and the documents proving the place of residence of the Client and, as applicable, of the Users;
 - (ii) the information about the bank account, including statement of account, unless the Intermediary already has such information;

- (iii) the correspondence address that the Client will use in the relation with the Intermediary (to the extent there are changes occurred than what was declared in Annex 1 to the Agreement);
- b) this Annex has been signed by the Parties and the Intermediary has received the Annex signed by the Client or, in case the Annex was signed at distance, the Intermediary has sent the signed Annex, after having received the written Consent of the potential client regarding the signing of the Annex at distance

ART. 4 ACCESSING THE ONLINE TRADING SYSTEM

4.1. ACCESS TO THE TRADING HOURS

4.1.1. After this Annex becomes effective, the Intermediary will communicate the Client the technical instructions regarding the way to access the Online Trading System.

4.1.2. The access to the Online Trading System is made through a system of Customised Security Elements, the Users having to successively enter the System user name and the password for visualisation or, as applicable, the password for trading.

4.1.2. The Client is responsible:

- (i) to order, by its own means and at its charge, the acquisition of the necessary devices or software (including software to eliminate the risk of disclosing the Customised Security Elements) and to maintain them updated at any moment, to assure the connection to Internet network, under security conditions, of the terminals used to access the System, as well as to fulfil any other conditions described in the User's Guide. The Intermediary has no obligation as regards certain hardware or software services for the Users;
- (ii) to assure the protection of the terminals used to access the System against intrusions, spy software or viruses;
- (iii) to call immediately the mobile phone operator to have the SIM card blocked in case of loss or theft of the mobile phone/tablet through which the System is used.

4.2. ACCESS TO THE TRADING HOURS

4.2.1. The Client has:

- (i) to use the Digipass exclusively for accessing the services subject to the Annex. Digipass is the Intermediary's property, and the Client is liable for the consequences of any unauthorised use thereof;
- (ii) to check Digipass correct operation, as soon as it has been handed over by the Intermediary / installed on its own device, and to inform the Intermediary immediately about any operation issues, being understood and agreed by the Parties that the Intermediary is not liable for the hidden flaws of Digipass device, and does not guarantee the good performance thereof;
- (iii) to return to the Intermediary, upon termination of the Annex (regardless the reason), the Digipass devices received, in a condition corresponding to that at the moment of its delivery, except for normal wear and tear.

4.2.2. Where a new Digipass device is necessary (e.g.: loss/theft of Digipass, new User, replacing a User, change of terminal on which Digipass is downloaded, etc.) the Intermediary will make available the Digipass to the Client, as soon as possible, after reception of the Client's request by recorded telephone conversation according to the Agreement or by e-mail. The Intermediary will be entitled to require special conditions (e.g. additional cost for the new Digipass).

4.2.3. The Client undertakes, among others, that:

- (i) the Customised Security Elements are kept and inserted in conditions of all safety (including in case of Phishing messages having been received), security and confidentiality, the Client being entirely liable for keeping the confidentiality and safety of the Customised Security Elements, including for the consequences of third parties disclosing or using the same;
- (ii) to inform immediately the Intermediary so that this one temporarily blocks the access to the System, about any suspicion/disclosure/use of the Customised Security Elements of/by an unauthorised third party, about the theft/loss of Digipass device or terminal on which the System/Digipass software is installed, about the occurrence of unknown Transactions, as well as in case of any other unauthorised use of the System and/or

Digipass. Also, the Client will inform immediately the Intermediary about any atypical operation of the page for accessing the System (regardless the accessing environment – web, mobile application, software), by interrupting any use of the System until the claim is solved. The User's insertion of the Customised Security Elements in a different screen than the System's standard screen represents a serious fault of the User, and this one is liable for any losses resulting from its fault.

4.2.4. The Client that appoints Users will take all necessary measures so that it makes sure the Customised Security Elements are only disclosed to the Users, otherwise it is liable for the consequences of sending the Customised Security Elements to third parties.

4.2.5. The Parties expressly agree that any action (e.g. transmission of Instructions, visualisation of the portfolio, etc.) performed in the System by using the Customised Security Elements will be deemed made by the Client, the Client being solely liable for any such operations, and the consequences thereof cannot be attributable to the Intermediary. Thus, the Client authorises the Intermediary to receive and perform the Trading Orders and the Instruction received through the System, with the Users' passwords, without making additional verifications.

4.2.6. To complement art. 4.1. letter (f) of the Agreement, the Intermediary reserves the right to block/cancel a User's access to the System, without prior notice and without limitations, in case it notices the occurrence of or there is a grounded suspicion of a risk for the safety of the Intermediary's IT system or for the System/any element of the System (e.g., in case of unauthorised access, including where there are suspicions of fraud by using Phishing messages) or in case the provisions of the Agreement are not observed.

4.3 USERS

4.3.1. The Intermediary will allocate one Digipass device to each User and a password for visualisation. The Users are listed in Annex 6b. The List of Users shall remain valid until the date the Parties sign an addendum to the Agreement having for object the amendment of Annex 6b, such amendments (replacing, adding a new User, etc.) taking effect only after the Intermediary receives the Addendum containing the updated Annex, signed by the Client. Until then, the Intermediary is entitled to deem valid solely the information and data in the signed annexes.

4.3.2. In case of any changes related to the Users (appointment/dismissal/suspension of access to the System), the Client will notify immediately the Intermediary and provide all documents related to such change. Any changes will become effective after the notice sent by the Client has been accepted and processed by the Bank pursuant to art. 4.3.3 and 4.3.4 herein below. The bank reserves the right to refuse making a change in case it deems that the documents concerning the User's powers and authority are insufficient, have an improper form or do not have the effects taken into account when giving the User full powers to act and perform operations in the Client's name.

4.3.3. The appointment/dismissal of the Users will be possible by the Parties' signing a new Annex 6b (List of Users), with a value of an addendum to the Annex. The change becomes enforceable against the Intermediary on the date Annex 6b is signed by both Parties. Until the operations necessary to change the Users are performed, the Intermediary is entitled to deem valid solely the information and data in its records.

4.3.4. The Client has to inform immediately the Intermediary, by recorded telephone conversation and/or by e-mail, for the purpose of taking the necessary measures to block the access to the System of a certain User and/or of remedying the deficiencies:

-in the situations provided at art. 4.2.3 (ii) hereof;

-in case the Client intends to suspend/dismiss the access to the System of a certain User, and the Intermediary will take the necessary measures in the shortest time possible.

4.3.5. The Intermediary is not liable in any way for the potential prejudices caused by the Client's failure to communicate in due time the amendments/complements occurred or in case the same has been communicated to the Intermediary without being followed by documents in proof.

4.4. SECURITY RULES

4.4.1. It is strictly forbidden for the Client to carry out any activities likely to damage the operation of the Online Trading System or likely to affect the Intermediary's resources. Such activities include, but are not limited to:

- a) use of the Online Trading Service in manners which are contrary to the Applicable regulations and/or the provisions of the Agreement;
- b) copy, display, adapt, translate, modify, sell or disclose the contents of the Online Trading System to a third party;
- c) use of the Online Trading System in a manner that could endanger it or that may affect its use by other persons;
- d) counterfeit any information in the e-mail headers and/or distort the representation of the identity in any way;
- e) remove, modify and/or alter any mandatory or legal notice or any link that is part of the Online Trading System;
- f) distribute viruses or any other potentially destructive electronic resources;
- g) use of “shell” scripts, regardless of the platform on which these are written (CGI/computer generated image or php). Such interdiction includes without limitation, scripts being used to send “shell-level” commands;
- h) access data that is not meant for the Client or enter a server or an account that such Client is not allowed to access;
- i) attempt to prove, scan or test the vulnerability of a system or network or to breach its security or its authentication measures;
- j) attempt to interfere with, to interrupt or make the service unfit for use by another Client, host or network;
- k) disassemble or decode the software related to the Trading Hours;
- l) counterfeit any header TCP/IP (Transmission control protocol/Internet protocol) or any part of the information included therein at the same time with triggering any action in view of obtaining services to which such user is not entitled.

Any other activities that are not defined above, but which are deemed by the Intermediary as harmful to its other Clients and/or to the integrity and functionality of the Online Trading System, in particular, and that of the Intermediary’s IT system, in general, will be investigated and the decisions shall be a consequence of the extent to which such activities observe or not the Applicable regulations and the provisions of the Agreement.

4.4.2. It is the responsibility of the Client to keep on its own local device a copy of the files sent to/by the Intermediary. The Intermediary cannot be held liable for any damage, regardless its nature, incurred by the Client or third parties given the absence of any backup for such data.

4.5. INTELLECTUAL PROPERTY

Each Party agrees that any data (including quotations), texts, information, software, graphic elements, images, sounds (hereinafter referred to as the “**Contents**”) and, more generally, any part of the software related to the Online Trading System, as well as any related documentation are protected by the intellectual property rights, and they are and shall remain the exclusive property of the Intermediary or, as the case may be, of third party providers from which the Intermediary acquired the rights required for signing the Annex. Therefore, the Client understands and agrees that, by signing this Annex, no intellectual property right shall be granted to it over the Contents and/or any part of the software related to the System.

ART. 5 SPECIFIC RULES FOR THE PERFORMANCE OF TRANSACTIONS THROUGH THE SYSTEM

For the purpose of the Online Trading Services, the general rules set forth under the Agreement will be complemented by the following **specific rules**:

5.1. INITIATING AND PERFORMING THE TRANSACTIONS

5.1.1. No Transaction may be initiated until this Annex becomes effective (pursuant to art. 3) and the Client deposits the funds and the Financial Instruments into the account opened with the Intermediary (except for the Clients operating through a Custodian Agent).

5.1.2. The transactions will be performed according to the rules mentioned in the User’s Guide, only by the Users who identified themselves in the System using the Customised Security Elements.

5.1.3. The Client agrees that the Trading Orders be treated automatically by the Online Trading System, in compliance with the Trading Hours (on the days and at the trading hours specific to the trading markets).

5.1.4. In the event that the Trading Orders are not compatible with the market conditions, the Online Trading System will automatically block the order, and the Client will be informed on screen about the reasons for such blocking.

5.1.5. The Client is entitled to cancel/modify only the Trading Orders the validity period of which is not expired, the performance of which was not confirmed by the Intermediary and the condition of which allows to withdraw them off the regulated market. The Client will be compelled to undertake/cover the part of the Transaction which was performed according to the initial Trading Order. However, even in case the Intermediary agrees to cancel/modify the Trading Order, the Client knows that the modification or cancellation may only be performed for the part of the Transaction that was not performed by the Intermediary at the time of receiving the cancellation request/the blocking order. In any case, a request for the modification or cancellation of a Trading Order must contain sufficient details so this may be implemented, provided the request is accepted by the Intermediary.

5.1.6. The Intermediary is entitled to suspend/stop the Client's access to the Online Trading System, to limit the amount of, to reject or cancel a Trading Order of the Client (e.g. in case it suspects that this has been sent by a person who is not an User, etc.) or to impose trading limits for the Client, without the Intermediary be held liable by the Client or by another person. The refusal to perform a Trading Order is communicated to the Client.

5.1.7. A Transaction is deemed concluded when the Online Trading System generates a unique identifier of such Transaction.

5.1.8. The Intermediary undertakes the liability for the proper execution of the Trading Order, once the confirmation regarding the registration of the Trading Order in the Online Trading System has been sent to the Client, and whether the market conditions allow to perform such order.

5.1.9. The Transactions closed through the Trading Hours shall be deemed valid only when the specific conditions mentioned in the Agreement are observed.

5.2. FUNDS AND FINANCIAL INSTRUMENTS OF THE CLIENT

5.2.1 For the purpose of accessing the Online Trading Services, the conditions and rules mentioned in the Agreement (and in the other relevant Annexes) shall apply.

5.2.2. The Client shall use the Dedicated Account/Accounts and the Financial Instruments Account/Accounts according to the conditions mentioned in the Agreement.

5.2.3. The initiation of any Transaction is conditional upon the existence of the Financial Instruments or, as the case may be, of sufficient amounts in the Dedicated Account. In case the Intermediary does not hold sufficient funds or Financial Instruments into the Client's accounts when a Trading Order is placed, the Intermediary reserves its right to automatically block the transmission of such order. The Client shall be informed on screen about the reasons for blocking the Trading Order and shall be requested to remedy the situation. In case of Clients which appointed a Custodian Agent, that Custodian Agent will have the responsibility to check the existence of available funds in the Dedicated Account/the Financial Instruments account.

5.3. INFORMATION AVAILABLE IN THE ONLINE TRADING SYSTEM

5.3.1. The prices, graphs or history data displayed in the Online Trading System are provided for information purposes only and the Client should not deem the same as a proper basis to make any investment decision. Before engaging in any Transaction that might have legal or financial consequences, the Client must make sure that such decision is adequate for his investment objectives and financial capacities.

5.3.2. The information displayed in the Online Trading System with regard to the balance of the Client's Dedicated Account is only for information purposes, for the entire duration of the trading session on the capital market on which the Client has traded. Such information becomes final *only* after closing of the trading session on that

market. The trading hours specific to each capital market on which the Intermediary offers its services is displayed on the website www.brd.ro.

5.4. OTHER ELEMENTS SPECIFIC TO THE PERFORMANCE OF TRANSACTIONS

With regard to the other elements specific for the performance of the Transactions (e.g. the Intermediary's policy with regard to the execution of orders and the confirmation of transactions, etc.), the specific rules mentioned in the Agreement shall apply, depending on the market on which the Client intends to trade (e.g. Annex 5 for trading on foreign markets, the Agreement for trading in Romania).

Art. 6 ALTERNATIVE PROCEDURES

6.1. In the event that the access or the total or partial operation of the Online Trading System is interrupted for any reason, the Client may send Trading Orders/Instructions under the conditions mentioned at Art. 6 of the Agreement.

6.2. The alternative procedures mentioned at art. 6.1. above may be accessed by the Client, exclusively in the Business Days and with the observance of the Intermediary's working hours, as displayed on the website www.brd.ro.

6.3. The Intermediary shall not be liable in any way for the consequences of an interruption of the access or operation of the Online Trading System.

ART. 7 COSTS/FEES AND PAYMENT METHOD

7.1. The Client owes to the Intermediary the fees/taxes related to the services that are subject hereto, as these are mentioned in the List of rates and fees (Annex 2 to the Agreement), as well as, depending on the specific Transaction performed, the other rates/fees/taxes according to the provisions of the Agreement.

7.2. For the service of visualising in real time the quotations on the foreign capital markets:

- a) The invoices will be issued monthly. The monthly rates will be paid by the Client in advance, in the last Business Day of the month preceding the month for which the access shall be granted. The paid rates cannot be reimbursed, whether the Client used or not the service of visualising the quotations on foreign capital markets during that month;
- b) The amounts of the monthly rates related to each foreign capital market are mentioned on the quotation provider's website (http://goinfront.com/resourcecenter/story/infront_exchange_fees_overview) and are different depending on the domestic/foreign markets for which the visualisation service is requested. In order to credit the Dedicated Account, the Client will take into account the amount of the rates related to the day when the payment has to be made, according to letter a) above; and
- c) The payment of the monthly rates will be made by the Intermediary through direct debit of the Client's Dedicated Account. The Client authorises the Intermediary to debit its Dedicated Account with the amount of the monthly rates owed to this one, in the last business day of the month according to letter a) above.

The Client undertakes to credit the Dedicated Account until the date set for automatic debit of the Dedicated Account with the available funds necessary to cover the rates related to all the foreign markets for which the visualisation was requested. In the event that the Client does not hold the available funds in the Dedicated Account necessary to cover the entire amount of the rates, the service for the visualisation of the foreign capital markets' quotations will be deactivated. The deactivation will also take place if the Dedicated Account is partially credited.

7.4. Based on the cost items mentioned herein, the Client has to calculate and credit the Dedicated Account with the funds necessary to perform the Transactions, as this one is solely liable for the correct calculation of the amount necessary to perform each Transaction.

ART. 8 REPRESENTATIONS AND WARRANTIES

8.1. The Client confirms the validity and topicality of the representations and warranties given in the Agreement, and also represents and guarantees:

- a) to have read this Annex in full, completely understood the provisions hereof and agrees with it, having been made available, before signing it, all the documents and information necessary to correctly understand the clauses;
- b) to have been informed about the method to operate the Online Trading System and the technical requirements necessary to access and use the System (regardless the environment for access). Moreover, the Client represents and guarantees that it has the knowledge and expertise necessary to assess the benefits and risks of the Transactions this one intends to perform through the Online Trading System, and undertakes the risks arising from such Transactions. Thus, the Client understands that the investment risk is exclusively its own risk and that it cannot claim any damages from the Intermediary for the losses incurred following the investment into the Financial Instruments. The risk includes also the loss incurred following the decrease/increase of the market trading price of the Financial Instruments subject to the Trading Orders, as well as the loss incurred following the parameters of the orders given, the technical evolution of the Online Trading System, the market conditions, the legislative amendments, the power outages or other such causes that are beyond the Intermediary's control;
- d) to have been informed that the data and information accessible to the Client through the Online Trading System do not constitute recommendations for investments or guarantees of future performance of the Financial Instruments, as the Client undertakes the entire investment decision;
- e) that its computer systems, used to access the Online Trading System, allow downloading, saving, viewing and/or printing the information and reports sent/made available to the Client by the Intermediary through such System;
- f) the Client gives its express consent that the Intermediary records and saves the Trading Orders/Instructions and/or confirmations transmitted by telephone or email.

8.2. The Client represents that the information included in the documents/statements provided to the Intermediary or otherwise transmitted is real, complete and without omissions, and undertakes the liability in this respect.

8.3. The Client guarantees the validity of the contents of such representations and warranties both when this Annex is signed, and for the entire validity term hereof. Should one of these representations cease to reflect the reality, the Intermediary shall be entitled to stop applying this Annex.

ART. 9 CONTRACTUAL LIABILITY

In addition to the rules related to the liability of the Parties set under the Agreement, in the case of the Transactions hereunder, the Parties agree that:

9.1. The Intermediary shall not be liable, without limitation, for the losses or damages that the Client or any other person/entity incurs directly/indirectly as a result of:

- (i) the use of the System by unauthorised Users or the access of the System by an unauthorised person;
- (ii) the interruption of the communication network or the interferences arising from causes beyond the Intermediary's control, including from the defective operation of the Internet service or of the IT equipment used by the Client;
- (iii) failure to perform the Orders, in case the Orders sent through the System do not comply with the provisions of the Agreement (including those of the Annex) or the applicable legal/regulatory/deontological provisions,
- (iv) some attempts of personal data theft or Internet frauds that may consist in, but are not limited to sending to/receiving by the Users of electronic messages: (i) asking for personal data for identification or authentication in the System; (ii) indicating errors in the authentication in the System, which are only apparently displayed by the Intermediary and which request the insertion of access codes or the transmission of Trading Orders/Instructions for which the information was not inserted by the User (the Intermediary does not display error messages requesting information for authentication in the System);
- (v) the transfer of information (without any obligation to intervene in litigation that occur between the Client and its Internet service provider;
- (vi) the risks resulting from the initiation, performance or outcome of the Transactions;
- (vii) the impossibility to trade or the difficulties encountered in trading when using the System, as a consequence of the limits/dysfunctions related to the services offered by third parties (e.g. System Administration, managers of a trading place etc.).

9.3. The Intermediary shall only be liable in case of fraud, that was proved and established under a final Court decision, with regard to the reception, transmission or performance of the Transactions.

9.4. The confidentiality and the use of the Customised Security Elements and of any other security elements allowing the Client's authentication and access to the Online Trading System are the exclusive responsibility of the Client, who is solely liable for all its orders and instructions, transmitted in the Online Trading System, using the Client's password and received by the Intermediary.

9.5. The Client is liable for the accuracy and legality of the Transactions performed through the Online Trading System, and the Intermediary shall not have the possibility to check and stop potentially erroneous or illegal orders.

ART. 10 AMENDMENT AND TERMINATION OF THE ANNEX

10.1. In addition to the provisions of the Agreement, the Parties agree that the amendment of the Annex is validly possible (i) for the purpose of extending, improving or changing the Online Trading System; (ii) for complementing or changing the functionalities/services offered through the System by the Intermediary, with notice sent by the Intermediary to the Client, by e-mail, at least 30 calendar days prior to the effective date thereof. The Client will be entitled to unilaterally terminate the Annex in case it does not agree with such changes. Should the Client continue to use the Online Trading System after the above-mentioned term expires, such changes will be deemed as accepted by the Client. To this effect, the Intermediary reserves the right to adapt or modify at any time the terms and conditions for the use of the System or of the functionalities of the services offered through the System.

10.2. The Annex is terminated in the conditions provided by the Agreement, mentioning in addition that:

- (g) by way of exception from the provisions of art. 15.2, letter b of the Agreement,
 - a.1)** any Party may unilaterally terminate this Annex provided a written termination notice is sent to the other Party at least 15 calendar days prior to the termination date;
 - a.2)** the Intermediary will be able to unilaterally terminate the Agreement at any time, without prior notice, in the event that the System Manager restricts/forbids the Intermediary's access to the System or if the Intermediary finds non-use or limited use of the online trading system by the Client;
- (h) in addition to the provisions of art. 15.3 of the Agreement, the Intermediary has the right to deem this Annex cancelled by law,
 - b.1)** in the event that the Client fails to accomplish, accomplishes in an incorrect manner or in delay any of the security obligations provided in the Annex or in case any of the additional representations and warranties undertaken pursuant to art. 8 prove to be inaccurate or false, and in this case the Intermediary will inform the Client about the termination of the Annex as a effect of cancellation, by a written notice sent by courier or mail with acknowledgment of receipt;
 - b.2)** in the event that the Client fails to accomplish, accomplishes in an incorrect manner or in delay any other obligations undertaken by or resulting from this Annex, besides those expressly mentioned at point b.1) above, and in this case the Intermediary will send a written notice to the Client, by courier or mail with acknowledgment of receipt, 5 (five) Business Days prior to the cancellation date.

10.3. The Intermediary may suspend the access to the System without prior notice or other formalities and without being necessary to justify the action. In such case, the Client may trade using the methods mentioned at art. 6 of the Agreement.

10.4. The termination hereof takes effect only regarding the contractual relations related to the services subject to this Annex, without affecting the performance of the Agreement. Nevertheless, the termination of the Agreement will result in the termination of this Annex too.

Art. 11 FINAL PROVISIONS

The provisions herein are complemented and are integral part of the Agreement, and cannot be applied independently from the provisions thereof. Apart from the exceptions to the Agreement expressly mentioned herein, all the other clauses of the Agreement remain fully applicable. In case of contradictions between the provisions of this Annex and the provisions of the Agreement, the provisions of this Annex shall prevail.

ANNEX 6A**DIGIPASS HANDOVER MINUTES****Concluded today.....**

The undersigned, identified by CI/BI Series No, issued on, by as

☐ Client☐ Representative of the Client, signature of the representative of the Client

I declare that I have received from the Intermediary a number of digipasses, to be used as follows:

	Name	Given Name	Series/Number of the digipass device
User 1			
User 2			
User 3			
User 4			
User 5			

I declare that I am aware of and undertake to abide by the rules applicable to the Personalised Security Elements (including digipass), as mentioned in Annex No. 6 "Online Trading - Financial Investment Services".

ANNEX 6B**USER LIST**

For the purpose of using the Online Trading System, the Customer hereby designates the following Users:

Users	Name	Given Name	E-mail address
User 1			
User 2			
User 3			
User 4			
User 5			

I declare that I am aware of and undertake to abide by the applicable rules regarding the designation/modification/revocation of Users as mentioned in Annex no. 6 "Online trading - financial investment services" as well as the rules applicable to their use of the trading system.

ANNEX 7

CONSENT TO THE CONCLUSION OF THE AGREEMENT FOR THE PROVISION OF REMOTE FINANCIAL INVESTMENT SERVICES

The Client, with the identification data mentioned in the Agreement, declares in accordance with the provisions of art. 60 para. (6) of Law 126/2018 correlated with art. 64 and 67 of Regulation 5/2019, that:

1. **he/she agrees to the conclusion of a distance agreement** (within the meaning of Art. 60 para. (3) of Law 126/2018) for trading on the Capital Market through BRD-Groupe Société Générale S.A., as Intermediary, which will take effect from the Contract Date (inclusive).
2. **he/she agrees to (i) the use of the registered telephone, email** (provided that the Client has the right to a qualified electronic signature based on a qualified certificate issued by a qualified trusted service provider, the specifications of which shall be submitted in advance to the Intermediary), **the platform made available by the Intermediary for the conclusion of the Contract or other communication channels mentioned in the Agreement**, and that these (ii) are means of remote communication (within the meaning of Art. 60 para. (4) of Law 126/2018 and art. 67 para. (1) of FSA Regulation 5/2019) between the Parties for the purpose of executing the Agreement, in accordance with the conditions set forth therein.
3. **he/she has been informed that he/she may at any time request a change in the remote communication mode used, if this is not incompatible with the terms of the Agreement or the nature of the service provided by the Intermediary;**
4. **he/she has been informed, before signing the Agreement**, of all the elements provided for in Article 65 of Regulation 5/2019. In this regard, I declare that I have received from the Intermediary and read:
 - a) a copy of the Financial Investment Services Agreement;
 - b) the MiFID II Presentation Document of BRD - Groupe Société Générale S.A., containing the identification data of the Intermediary, as well as information on the investment services and activities it is to provide;
 - c) BRD's conflict of interest management policy for activities on regulated capital markets; and
 - d) Policy on proper execution and management of client orders for retail and professional clients.
5. for the purpose of art. 4 above, I was informed that:
 - (i) the documents referred to in Article 4 lit. (b) - (d) are also published on the website www.brd.ro, section "Capital market" / "Fees and commissions", where the periodically updated form can be consulted;
 - (ii) information about BRD - Groupe Société Générale S.A. is also published on the website www.brd.ro, (a) the Articles of Incorporation (including the main object of activity) and the shareholding structure, under the section "Investors and Shareholders", (b) information about the members of the Intermediary's senior management, under the section "Subsidiaries and associated companies" / "About BRD" / "Management", (c) information about the members of the Intermediary's team (names, first name, address, telephone/fax number and e-mail where they can be contacted) regarding the Investment Services and activities, under the section "Capital Market" / "Our Team", and (d) the complete list of the Intermediary's agents, under the section "Subsidiaries and associated companies" / "Contacts and network" / "Agents and ATM network";
 - (iii) the documents and information provided by the Intermediary, including the description of the Services and investment activities and the fees charged are valid until further notice from the Intermediary subsequent to the remote Date of the Agreement.
6. I have been informed that (i) **I have the right to unilaterally terminate the remote Agreement**, without notice, without having to justify my decision to withdraw and without incurring penalty fees, **within 14 calendar days from the remote Date of the Agreement** and (ii) I may use the notice of unilateral termination of the Contract published on the website www.brd.ro, section "Capital Market" / "Fees and Commissions".
7. **in case of exercising the right of unilateral termination, I agree to pay to the Intermediary all the costs arising from the activity provided by the Intermediary**, according to article 20.6 of the Agreement.
8. I have been informed that I have the right to request the communication of the Agreement on paper during the whole duration of the remote Agreement.

FINANCIAL INVESTMENT SERVICES AGREEMENT NO. FROM .../.../.....**SIGNATURE PAGE**

By signing the Agreement, the Client declares that:

(i) the Intermediary has made available to him all documents and information necessary for a correct understanding of the terms of the Agreement;

(ii) he/she has read in full, fully understood and agrees with the provisions of the Agreement, the General Banking Terms and Conditions, as well as any other documents supplementing their provisions, and has received a copy of these documents;

*(iii) for the purposes of Art. 1203 of the Civil Code, understands and accepts the provisions of **Art. 2 (Duration of the Contract), Art. 4.1 lit. (f) - (h), art. 13 (Contractual liability), art. 5.12, art. 6.10, art. 6.12, art. 6.13, art. 15 (Amendment and termination of the Contract), art. 17 (Applicable regulations), art. 18 (Dispute resolution), art. 20.4 of the Agreement,** and of the General Banking Conditions.*

BRD-Groupe Société Générale S.A.
Intermediary

(name, surname, position)

(signature)

Client

represented by Mr./Mrs.
....., as
....., according to the notarised
power of attorney no..... attached to this
Agreement¹

(name, surname, position – for the Client who is a legal entity)

(signature)

¹ To be completed only for the natural person client represented by an authorized representative