

**CONDITII GENERALE BANCARE PENTRU
PERSOANE FIZICE AUTORIZATE/ PROFESII
LIBERALE**

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Data intrare in vigoare: **22 August 2025****GENERAL BANKING CONDITIONS FOR SELF-
EMPLOYED PERSONS/AUTHORIZED
PROFESSIONALS**

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Effective Date: **22 August 2025**

GENERALITATI PRIVIND CONTURILE

CAPITOLUL I. INTRODUCERE

A. REGLEMENTARE

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

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

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

B. INTERPRETARE

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

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

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

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

«**ANAF**»: agentia Autoritatea Nationala de Administrare Fiscala.

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

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

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

GENERAL ASPECTS REGARDING ACCOUNTS

CHAPTER I. INTRODUCTION

A. REGULATION

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

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

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

B. INTERPRETATION

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

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

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

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

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

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

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

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

«**Autorizare**»: procedura prin care este exprimat consimtamantul Clientului platitor pentru executarea Operatiunii de plata. Consimtamantul poate fi exprimat de catre Client in mod diferit in functie de Instrumentul de plata utilizat pentru dispunerea Operatiunii respective.

Astfel, consimtamantul poate fi exprimat prin:

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

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

b) pentru serviciile de banca la distanta:

- prin utilizarea Elementelor de securitate personalizate.

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

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

d) pentru carduri:

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

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

- apropierea cardului de Terminal cu capabilitate contactless.

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

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

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

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

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

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

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

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

«**CIP**»: Centrala Incidentelor de Plati, structura din cadrul BNR, specializata in gestionarea informatiei specifice incidentelor de plata produse de titularii de

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

Therefore, consent may be expressed through:

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

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

b) for online banking services:

- by using the customized Security Features.

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

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

d) for cards:

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

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

- approaching the card to the Terminal with contactless capability.

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

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

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

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

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

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

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

«**NBR**»: National Bank of Romania.

«**PIR**»: Payment Incidents Register, an NBR compartment, specializing in the management of information related to payment incidents caused by

cont cu cekuri, cambii si bilete la ordin, pentru interesul public, inclusiv pentru scopurile specifice utilizatorilor.

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

«**CRS (Common Reporting Standard)**»: este un mecanism prin care autoritatile fiscale, din tarile semnatare ale acordului de cooperare, primesc informatii despre activele financiare detinute in alte tari de rezidentii lor (persoane fizice, persoane juridice, persoane fizice autorizate) in vederea detectarii, impiedicarii si descurajarii evaziunii fiscale, implementat la initiativa OCDE (Organizatia de Cooperare si Dezvoltare Economica). Reprezinta procedura de cooperare administrativa in domeniul fiscal, prin care se instituie obligatia Bancii de a colecta si de a raporta catre ANAF.

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

«**Client Activ Comercial**»: inseamna Clientul care indeplineste oricare dintre conditiile de la (i) si cumulativ conditia de la (ii):

(i): (i1) efectueaza Operatiuni de plata (cu exceptia celor avand ca scop plata taxelor si comisiunelor datorate Bancii/in baza unor contracte incheiate cu Banca) pe oricare Cont deschis la Banca, sau (i2) deschide un nou Cont, sau (i3) are in derulare contracte pentru acordarea de facilitati de credit ori pentru constituirea de produse de economisire, incheiate cu Banca ori cu alte entitati din Grupul BRD si

(ii) nu inregistreaza intarzieri mai mari de 90 de zile la plata obligatiilor rezultate din facilitati de credit contractate cu Banca sau cu alte entitati din Grupul BRD.

«**Client Inactiv Comercial**» inseamna Clientul care nu indeplineste conditiile pentru a fi considerat Client Activ Comercial. Detalii privind conditiile pentru Client Activ/Inactiv Comercial, pot fi consultate pe website-ul Bancii, accesand linkul: <https://www.brd.ro/tarife-si-comisioane>.

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

«**Client non-conform din perspectiva FATCA**»: persoana care refuza sa prezinte documentele cerute pentru clarificarea statutului sau de Persoana SUA, refuza sa isi dea acordul pentru a fi raportat conform cerintelor FATCA, furnizeaza un formular W9 care nu este valabil sau o combinatie nume si TIN care nu este valabila, nu a raspuns cererii de informatii in termenul limita stabilit, desi au fost identificate indicii SUA, acestea nu au fost actualizate, ori confirmate, nu furnizeaza un document valabil aferent renuntarii la cetatenie sau a faptului ca nu detine cetatenie SUA, daca acesta este necesar; furnizeaza documentatia care il identifica ca Entitate nefinanciara pasiva (NFFE pasiva), dar nu furnizeaza informatii privind actionarii US semnificativi (actionari din SUA cu 25% sau mai

account holders with checks, bills of exchange and promissory notes, for public interest, including for user specific purposes.

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

«**CRS (Common Reporting Standard)**»: is a mechanism by which the tax authorities of the signatory countries of the cooperation agreement receive information on the financial assets held by their residents in other countries (natural persons, legal persons, self-employed persons) with a view to detecting, preventing and deterring tax evasion, implemented at the initiative of the OECD (Organisation for Economic Cooperation and Development). It is an administrative cooperation procedure in the field of taxation, which establishes the Bank's obligation to collect and report to ANAF.

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

«**Commercial Active Client**»: means the client who meets any of the conditions in (i) and cumulatively the condition in (ii): (i): (i1) carries out payment transactions (except those aimed at paying taxes and commissions owed to the Bank or based on contracts concluded with the Bank) from any account opened at the Bank, or (i2) opens a new account, or (i3) has ongoing contracts for credit facilities or for savings products, concluded with the Bank or with other entities in the BRD Group,

and

(ii) does not have overdue greater than 90 days in payment obligations resulting from credit facilities contracted with the Bank or with other entities in the BRD Group.

«**Commercial Inactive Client**»: means a client who does not meet the conditions to be considered an Commercial Active Client. Details regarding the conditions for Active/Inactive Commercial Clients can be found on the Bank's website by accessing the link: <https://www.brd.ro/tarife-si-comisioane>.

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

«**FATCA non-compliant Client**»: the person who refuses to present the documents required for clarification of its status as US Person, refuses to give its consent to be reported according to FATCA requirements, provides a W9 form that is not valid or a name and TIN combination that is not valid, did not respond the request for information within the set deadline, although US indications were found, they were not updated or confirmed, does not provide valid documentation of waiving the USA citizenship or not holding the USA citizenship, if required; provides documentation identifying it as a Passive Non-Financial Foreign Entity (Passive NFFE), but does not provide information on major US shareholders (US shareholders holding 25% or more).

mult cota de detinere).
Incepand cu 1 iulie 2014, Banca nu accepta intrarea in relatie cu niciun nou Client non-conform din perspectiva FATCA.

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

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

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

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

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

«**Cont curent**»: Cont bancar, elementul de baza in relatia cu Clientul, care este produsul suport pentru produsele si serviciile bancare.

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

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

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

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

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

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

«**Declaratie pe proprie raspundere FATCA-CRS (Autocertificarea FATCA-CRS)**»: este declaratia pe proprie raspundere data de Client Bancii cu privire la rezidenta (rezidentele) fiscale inclusiv furnizarea codului NIF/ TIN, FATCA si statutul CRS sau /si, dupa caz, informatiile privind persoanele care controleaza entitatea (Beneficiarii Reali), fiind un document

Starting with July 1, 2014, the Bank does not accept the entering into relationship with any new FATCA non-compliant Client.

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

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

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

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

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

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

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

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

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

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

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

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

«**FATCA-CRS Statement (FATCA-CRS self-certification)**»: is the statement given by the Client to the Bank regarding the tax residency(ies) including providing the NIF/ TIN code, FATCA and CRS status or/ and, as the case may be, the information on the persons controlling the entity (Beneficial Owners), being a mandatory document, required at the opening

obligatoriu, necesar la deschiderea Clientului si/ sau contului si are ca scop probarea indicilor specifice FATCA si CRS. Autocertificarea FATCA-CRS este obligatorie pentru fiecare Client nou sau existent, la deschiderea oricarui cont, inclusiv in cazul unei schimbari de circumstante (de exemplu, o schimbare a tarii de rezidenta fiscala).

«**Delegatul**»: persoana desemnata prin formularele Bancii la deschiderea unui Cont curent sau ulterior, de catre Reprezentantul Legal sau Persoana cu drept de semnatura (daca aceasta a fost mandatata in acest sens de catre Reprezentantul Legal) sa realizeze anumite formalitati, pentru si in numele Clientului, in anumite limite si conditii.

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

«**Indiciul SUA**»: este considerat a fi cel putin unul din urmatoarele elemente: localizarea in SUA (locul de constituire/ inregistrare sau adresa in SUA), persoane fizice din SUA care detin controlul unei entitati nefinanciare pasive (NFFE pasiva) din afara SUA.

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

Pentru carduri business:

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

b) Codul CVC2 (Card Verification Code) si CVV2 (Card Verification Value este un cod format din trei cifre, inscris pe spatele Cardului, care poate fi utilizat pentru efectuarea tranzactiilor prin Internet sau prin comanda postala, telefon, fax sau pentru inrolarea unui Card intr-un serviciu de tip portofel digital de tip Apple Pay sau Google Pay (care permite utilizatorilor/ detinatorilor de carduri inrolate intr-o aplicatie instalata pe anumite dispozitive compatibile cu Tehnologia NFC (de tip telefon mobil - smartphone, ceas inteligent - smartwatch, bratara etc., efectuarea de tranzactii cu ajutorul acestor dispozitive).

Acest cod trebuie sa ramana cunoscut numai de catre detinatorul/ utilizatorul cardului business.

c) Parola E-Commerce: compusa din parola statica, definita de catre detinatorul/ utilizatorul cardului in pagina de autentificare a unei tranzactii si dintr-un cod unic generat dinamic pentru fiecare tranzactie online efectuata pe site-urile securizate prin 3D Secure ce detin serviciul: „Visa Secure” sau „Mastercard Identity Check”. Codul 3D Secure este transmis catre utilizatorul/ detinatorul de card via SMS la numarul de telefon mobil al acestuia declarat la Banca si necesar pentru validarea tranzactiilor efectuate la comercianti inrolati in sistemul 3D Secure. *Codul 3D Secure se emite pentru fiecare tranzactie online pe un site inrolat 3D Secure, fiind unic per operatiune si este valabil timp de 15 minute*, Banca isi rezerva dreptul de a refuza aprobarea tranzactiilor neinsotite de Parola E-Commerce.

Aceasta metoda de autorizare a tranzactiilor online va fi aplicata doar cu titlu de exceptie, doar pentru detinatorul/

of the Client and/ or account and for the purpose of proving the specific FATCA-CRS indications. FATCA-CRS Statement is mandatory for each new or existing Client, at the opening of any account, including in case of a change of circumstances (e.g. a change of country of tax residence).

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

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

«**US residence indicia**»: include at least one of the following elements: the entity is registered in the U.S. (U.S. place of incorporation/ registration or U.S. address), U.S. individuals persons who control a passive nonfinancial foreign entity (passive NFFE) outside the U.S.

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

For business cards:

a) PIN code: is a personal identification code provided by the Bank to be used for card transactions at electronic payment terminals and ATMs. The PIN code is strictly personal and confidential and must not be disclosed to anyone in any form, regardless of the context. The request of the PIN when carrying out card payment transactions at electronic payment terminals and ATMs will be made in compliance with the regulations in force.

b) CVC2 Code (Card Verification Code) and CVV2 (Card Verification Value are three-digit codes displayed on the back of the Card, which may be used for performing transactions over the Internet or through mail order, phone, fax or to enroll a Card into a digital wallet type service Apple Pay or Google Pay (which allows users/ cardholders enrolled in an installed application on certain devices with NFC Technology (mobile phone - smartphone, smart watch - smartwatch, bratara etc., doing transactions with these devices).

This code must be known exclusively by the holder/user of the business card.

c) E-Commerce password: composed of static password defined by cardholder/ user on a transaction authentication page and from a dynamically generated unique code for each online transaction performed on the secure 3D secure sites that have the service: "Visa secure" or "Mastercard Identity Check". The 3D secure code is sent to the cardholder/ user via SMS to its mobile phone number declared to the Bank and required to validate transactions performed at traders enrolled in the 3D secure system. *The 3D secure code is issued for each online transaction on a 3D secure website, being unique per operation and is valid for 15 minutes*, the Bank may reserves the right to refuse approval of transactions not accompanied by Password E-Commerce.

This authorization method for online transactions will only be applied as an exception, only for the cardholder/

utilizatorul de card care nu detine aplicatia de Mobile Banking BRD.

d) Autentificarea prin biometrie reprezinta autentificarea detinatorului/ utilizatorului de card prin intermediul datelor biometrice (amprenta - Touch ID, recunoastere faciala - Face ID) pentru autorizarea tranzactiilor cu cardurile inrolate intr-un serviciu de tip portofel digital de tip Apple Pay sau GooglePay si a tranzactiilor cu cardul pe Internet, conform reglementarilor aplicabile.

e) Autentificare cu token PIN (mPIN) - cod format din 6 caractere, definit de catre Client la prima accesare a serviciului de Mobile Banking BRD si utilizat pentru autentificarea tranzactiilor cu cardul pe Internet.

f) Cod de activare este un cod unic de verificare transmis catre utilizatorul de card prin SMS, la numarul de telefon mobil declarat de acesta in relatia cu Banca, pentru validarea calitatii de posesor al cardului care se doreste a fi inrolat intr-un serviciu de tip portofel digital.

g) Codul PIN al dispozitivului de pe care se acceseaza serviciul de tip portofel digital.

Pentru Serviciile de banca la distanta:

- pentru Internet Banking:

a) cod Utilizator si Parola de acces

b) cod utilizator si token mobil/ fizic.

- pentru Mobile Banking:

a) PIN, amprenta digitala si recunoastere faciala, accesat prin aplicatia dedicata smartphone/ tableta.

b) Mobile Banking accesat prin sesiune USSD.

- pentru MyBRD SMS: PIN

- pentru BRD@ffice/ BRD@ffice Mobile:

a) cod Utilizator si PIN pentru dispozitivul Token

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

- pentru MultiX: parolele si semnatura electronica.

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

a) cod Utilizator si PIN pentru dispozitivul Token

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

«**Entitate Straina Nefinanciara Pasiva**»: inseamna orice:

a) entitate nefinanciara care nu este o entitate nefinanciara activa; sau

b) o entitate de investitii prevazuta la lit. b), pct. 17 din subsectiunea A, din O.U.G. nr 102/29.06.2022, (al carei venit brut provine in principal din activitati de investire, reinvestire sau tranzactionare de active financiare, in cazul in care entitatea este administrata de catre o alta entitate care este o institutie depozitara, o institutie de custodie, o companie de asigurari specificata sau o entitate de investitii) care nu este o institutie financiara dintr-o jurisdictie participanta sau

c) un parteneriat strain care retine la sursa sau un trust strain care retine la sursa conform reglementarilor in domeniu ale Trezoreriei SUA.

«**Entitate Nefinanciara Pasiva (NFFE pasiva)**»: entitate nefinanciara mai mult de 50% din venitul brut reprezentat de venituri pasive (cum ar fi dividendele, dobanzile, drepturi de autor, anuitatile si chiriile) si/sau activele sunt predominant (peste 50%) active care genereaza acest tip de venit

«**FATCA**»: este acronimul legii din SUA denumita „Foreign Account Tax Compliance Act” (Legea privind Conformarea Fiscala aplicabila Conturilor din Strainatate) si reprezinta un set de masuri legislative adoptate in luna martie 2010 de Senatul Statelor Unite ale Americii (SUA) cu scopul de a preveni si reduce evaziunea fiscala generata de activitatea

user who does not have the Mobile Banking BRD application.

d) Biometric authentication is the authentication of cardholder/user by means of biometric data (fingerprint - Touch ID, facial recognition - Face ID) for the authorisation of card transactions enrolled in a digital wallet service such as Apple Pay or Google Pay and card transactions on the Internet, in accordance with applicable regulations.

e) Authentication with PIN token (mPIN) - a 6-digit code, defined by the Client at the first access of the BRD Mobile Banking service and used to authenticate card transactions on the Internet.

f) Activation code is a unique verification code sent to the card user by SMS, to the mobile phone number declared by the card user in the relationship with the Bank, for validating the card holder's status as a cardholder who wishes to be enrolled in a digital wallet service.

g) the PIN Code of the device from which the digital wallet service is accessed.

For online banking services:

- for Internet Banking:

a) User code and access Password

b) User code and mobile/physical token.

- for Mobile Banking:

a) PIN, fingerprint and facial recognition, accessed through the dedicated smartphone/tablet application

b) Mobile Banking accessed via USSD session.

- for MyBRD SMS: PIN

- for BRD@ffice/ BRD@ffice Mobile:

a) User code and PIN for the Token device

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

- for MultiX: passwords and electronic signature.

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

a) User code and PIN for the Token device

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

«**Passive Non-Financial Foreign Entity**»: means any:

a) non-financial entity that is not an active non-financial entity; or

b) investment entity referred to in paragraph b), item 17 of subsection A, of GEO No 102/29.06.2022, (whose gross income derives principally from investment, reinvestment or trading activities in financial assets, if the entity is managed by another entity that is a depository institution, a custodian institution, a specified insurance company or an investment entity) that is not a financial institution in a participating jurisdiction or

c) A foreign partnership that withholds at source or a foreign trust that withholds at source in accordance with the relevant regulations of the U.S. Treasury

«**Passive Non-Financial Foreign Entity (passive NFFE)**»: non-financial entity with more than 50% of its gross income represented by passive income (such as dividends, interest, royalties, annuities, and rents) and/or assets are predominantly (over 50%) assets that generate this type of income

«**FATCA**»: is the acronym of the US law called "Foreign Account Tax Compliance Act" and it represents a set of legislative measures adopted in March 2010 by the US Senate with the purpose of preventing and reducing tax evasion generated by the cross-border activity of US residents, which requires reporting by foreign financial institutions (registered in a country other than the USA)

transfrontaliera a rezidentilor americani, care impune raportarea de catre institutiile financiare straine (inregistrate intr-o alta tara decat SUA) a Clientilor SUA, inclusiv a celor care traiesc in afara granitelor SUA, catre Autoritatile fiscale americane (IRS - Internal Revenue Service). FATCA a fost implementata in cadrul national de reglementare prin Legea nr. 233/2015 privind ractificarea Acordului dintre Romania si Statele Unite ale Americii pentru imbunatatirea conformarii fiscale internationale si pentru implementarea FATCA.

Pentru aplicarea FATCA, Romania a semnat cu Statele Unite ale Americii Acordul pentru imbunatatirea conformarii fiscale internationale si pentru implementarea FATCA, transpus in IGA 1 (Acordul interguvernamental pentru FATCA).

«**Google Pay**»: este un serviciu de tip portofel digital oferit de Google, prin intermediul caruia Clientul poate inregistra carduri emise de BRD - Groupe Société Générale SA pentru a efectua tranzactii cu ajutorul dispozitivelor cu sistem de operare Android compatibile cu acest serviciu.

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

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

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

«**Inalt Functionar Public (SPO)**»: persoana fizica ce detine functie specifica care nu intra in categoria functiilor exercitate de PEP (persoane expuse public), dar este expusa in mod semnificativ la riscul de coruptie si spalare a banilor, si in legatura cu care Banca aplica masuri suplimentare de cunoastere a clientelei, conform cerintelor interne ale Grupului din care Banca face parte.

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

«**Indicii CRS persoana fizica (inclusiv Beneficiari Reali)**»: Clientul declara tara/ tari de rezidenta fiscala intr-o tara CRS, diferita de Romania, Clientul se identifica cu un document de identitate emis de o tara CRS; tara de domiciliu/ rezidenta/ corespondenta intr-o tara CRS; un numar de telefon/ date de contact dintr-o tara CRS si niciun numar de telefon din Romania; o imputernicire sau o delegare de semnatura valabila, acordata unei persoane cu adresa intr-o jurisdictie raportoare; o adresa purtand mentiunea "post-restant" sau "in atentia" intr-o jurisdictie raportoare, in cazul in care institutia financiara raportoare nu are la dosar nicio alta adresa pentru titularul contului individual preexistent.

«**Indicii CRS Persoana Juridica**»: tara de provenienta/ inregistrare in tara CRS, tara adresa sediu social/ de corespondenta intr-o tara CRS, iar in cazul Entitatilor Straine Nefinanciare Pasive si identificarea persoanelor care exercita controlul ca fiind persoane raportabile CRS.

«**Informatii CRS**»: date si informatii cu privire la statutul fiscal al Clientului titular de cont si/ sau

of US Clients, including those living outside the US borders, to the US tax authorities (IRS - Internal Revenue Service). FATCA was implemented in the national regulatory framework through Law No. 233/2015 on the ratification of the Agreement between Romania and the United States of America to improve international tax compliance and to implement FATCA.

In order to implement the FATCA, Romania has signed with the United States of America the Agreement on Improving International Tax Compliance and Implementing FATCA, transposed into IGA 1 (Intergovernmental Agreement on FATCA).

«**Google Pay**»: it is a digital wallet service offered by Google, through which the Client can register cards issued by BRD - Groupe Société Générale SA to conduct transactions using Android operating system devices that support this service.

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

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

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

«**Senior Official (SO)**»: natural person who holds a specific position which does not fall under the category of positions exercised by PEP (publicly exposed persons), but is significantly exposed to the risk of corruption and money laundering, and in connection with which the Bank applies additional measures of Client knowledge, according to the internal requirements of the Group to which the Bank belongs.

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

«**CRS indicia for natural persons (including Beneficial Owners)**»: Client declares country/ countries of tax residence in a CRS country other than Romania, Client identifies with an identity document issued by a CRS country; country of domicile/ residence/ correspondence in a CRS country; a telephone number/ contact details from a CRS country and no telephone number from Romania; a valid power of attorney or delegation of signature granted to a person with an address in a reporting jurisdiction; an address marked "poste restante" or "attn." in a reporting jurisdiction, if the reporting financial institution has no other address on file for the pre-existing individual account holder.

«**CRS Legal Persons indices**»: country of origin/ registration in CRS country, country of registered/ corresponding office address in a CRS country, and in the case of Non-Financial Liability Foreign Entities and identification of controlling persons as CRS reportable persons.

«**CRS Information**»: data and information on the tax status of the Account Holder and/ or Beneficial Owner,

Beneficiar Real, in cazul Persoanei Juridice tip Entitate Straina Nefinanciara Pasiva, persoana raportabila (rezidenta fiscal intr-o jurisdictie raportoare, care detine conturi care fac obiectul raportarii CRS), inclusiv cod NIF/ TIN din tara/ tarile de rezidenta fiscala, astfel cum sunt reglementate de Codul de Procedura Fiscala.

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

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

«**IRS**»(Internal Revenue Service): Administratia Fiscala Americana.

«**Masuri de Indisponibilizare**»: cai procedurale prin care se urmareste indisponibilizarea bunurilor mobile urmaribile ale debitorului aflate in posesia acestuia sau a unui tert in scopul valorificarii lor la acel moment ori in momentul in care creditorul unei sume de bani va obtine un titlu executoriu. In cazul raporturilor intre Client si Banca, masurile de indisponibilizare pot sa priveasca sumele existente in conturi, in depozite, instrumente financiare sau orice alta suma sau instrument de natura financiara datorata de sau deponizata la Banca.

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

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

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

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

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

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

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

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

in the case of the Legal Persons type Passive Non-Financial Foreign Entity, reporting person (tax resident in a reporting jurisdiction, holding accounts subject to CRS reporting), including TIN/ TIF code in the country/ countries of tax residence, as regulated by the Tax Procedural Code.

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

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

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

«**Measures of seizure**»: procedural ways to seize the debtor's movable property in his possession or in the possession of a third party for the purpose of its recovery at that time or when the creditor of a sum of money will obtain an enforceable title. In the case of relations between the Client and the Bank, the measures of seizure may concern the amounts existing in accounts, deposits, financial instruments or any other amount or instrument of a financial nature owed by or deposited with the Bank.

«**TIN**»: Tax Identification Number (or functional equivalent if there is no tax identification number) assigned by the tax authorities of Romania/other countries of residence.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

«**Persoana cu drept de semnatura**»: persoana imputernicita de catre Reprezentantul legal sa realizeze Operatiuni de plata pe Conturile Clientului, in conformitate cu imputernicirea primita, precum si alte operatiuni pentru care a fost anume imputernicit, fie la deschiderea Contului, fie ulterior.

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

Detalii privind persoanele care se incadreaza in aceasta categorie, conform reglementarilor in vigoare, pot fi consultate in sectiunea dedicata de pe site-ul Bancii: <https://www.brd.ro/persoane-expuse-public>, precum si pe site-ul Agentiei Nationale de Integritate <https://integritate.eu/competente/lista-functiilor-publice-importante/>.

Niciuna dintre categoriile prevazute mai sus nu include persoane care ocupa functii intermediare sau inferioare. Categoriile respective cuprind, dupa caz, functiile exercitate la nivel comunitar sau international.

«**Persoana SUA (sau persoana americana)**»: orice persoana fizica sau juridica, parteneriat, corporatie,

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

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

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

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

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

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

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

«**Authorized Signatory**»: person mandated by the Legal Representative to perform Payment Operations in the Client's accounts, in compliance with the received mandate, as well as other operations for which such person was specifically mandated, either upon the opening of the Account or afterwards.

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

Details regarding persons who fall into this category, according to the applicable regulations, can be found in the dedicated section on the Bank's website: <https://www.brd.ro/persoane-expuse-public>, as well as on the website of the National Integrity Agency <https://integritate.eu/competente/lista-functiilor-publice-importante/>.

None of the above-mentioned categories includes people who hold intermediate or inferior positions. The concerned categories include, as the case may be, positions at the European Community or international level.

«**US Person**»: means any natural or legal person, partnership, corporation, trust or any other form of

trust sau orice alta forma de organizare, reglementate de legile SUA, obligat/a sa plateasca taxe in SUA. Persoanele SUA sunt contribuabili americani indiferent daca domiciliaza, locuiesc sau desfasoara activitati in SUA sau in afara teritoriului SUA.

«**PFA/PL**»: reprezinta oricare din urmatoarele forme de organizare: persoana fizica autorizata, intreprindere familiala, intreprindere individuala (conform reglementarilor legale in vigoare), producatori agricoli individuali si profesii liberale, inscrite in Asociatiile Profesionale specifice si care isi desfasoara activitatea in cadrul cabinetelor/ birourilor individuale, grupate sau asociate, societati civile profesionale.

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

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

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

«**Politici CSR**»: reprezinta angajamentele referitoare la responsabilitatile sociale si de mediu ale Bancii si principiile generale sociale si de mediu, disponibile pe site-ul Grupului Société Générale <https://www.societegenerale.com/en/responsibility/ethics-and-governance>.

«**Politici Sectoriale**»: reprezinta politicile sectoriale sociale si de mediu definite de Banca, cu criteriile de evaluare specifice, publicate pe site-ul Grupului Société Générale <https://www.societegenerale.com/en/responsibility/ethics-and-governance>.

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

«**Risc Social si de Mediu**»: reprezinta un risc social si/sau risc pentru mediul inconjurator, evaluat si identificat de Banca in baza Politicilor Sectoriale si a Politicilor CSR, pe care le incalca sau le pune in pericol.

«**Sanctiune**»: reprezinta oricare dintre urmatoarele masuri: (i) sanctiuni ale Organizatiei Natiunilor Unite, impuse ca urmare a oricarei Hotarari a Consiliului de Securitate al Organizatiei Natiunilor Unite; (ii) sanctiuni ale Statelor Unite ale Americii administrate de Biroul pentru Controlul Activelor Straine (Office of Foreign Assets Control) al Departamentului de Trezorerie al Statelor Unite ale Americii sau administrate de catre orice alta autoritate sau departament guvernamental al Statelor Unite ale Americii; (iii) restrictii ale Uniunii Europene implementate ca urmare a oricarui regulament sau decizii ale Consiliului sau Comisiei Europene adoptate in baza unei pozitii comune in aplicarea politicii externe si de securitate comune a

organization, governed by U.S. laws and required to pay taxes in the U.S. US Persons are U.S. taxpayers whether residing, living or operating in the U.S. or outside U.S. territory.

«**Self-Employed Persons/ Authorized Professionals**»: means any of the following forms of organization: self-employed person, family business, individual undertaking (according to legal regulations in force), individual agricultural producers and authorized professionals, registered with the specific Professional Associations and carrying out their business in individual, grouped or associated practices/ offices or professional civil companies.

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

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

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

«**CRS policies**»: refers to commitments related to the Bank's social and environmental responsibilities and the general social and environmental principles, available on Société Générale Group's website: <https://www.societegenerale.com/en/responsibility/ethics-and-governance>.

«**Sectorial Policies**»: refer to the social and environmental sectoral policies defined by the Bank, with specific assessment criteria, published on the Société Générale Group's website: <https://www.societegenerale.com/en/responsibility/ethics-and-governance>.

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

«**Social and Environmental Risk**»: refers to a social risk and/or environmental risk, assessed and identified by the Bank based on the Sectoral Policies and CSR Policies, which it violates or put at risk.

«**Sanction**»: means any of the following measures: (i) United Nations sanctions imposed pursuant to any resolution of the United Nations Security Council; (ii) United States sanctions administered by the Office of Foreign Assets Control of the United States Department of the Treasury or administered by any other authority or government department of the United States; (iii) European Union restrictions implemented pursuant to any regulation or decision of the Council or the European Commission adopted on the basis of a common position in implementation of the European Union's common foreign and security policy; (iv) UK sanctions adopted under the Terrorist-Asset Freezing Act 2010 or under any other laws and regulations

Uniunii Europene; (iv) sanctiuni din partea Marii Britanii adoptate in baza "Legii privind blocajul activelor utilizate pentru finantarea activitatilor de terorism" din 2010 (Terrorist-Asset Freezing Act 2010) sau in baza oricarei alte legi si oricarui act normativ adoptate ca urmare a Legii privind Natiunile Unite din 1946 sau Legii privind Comunitatea Europeana din 1972 sau adoptate prin, sau ca urmare a altor legi; si (v) orice restrictii, prohibitii sau sanctiuni stabilite prin reglementari nationale, internationale sau ale Grupului BRD sau ale Grupului Société Générale, cu privire la cunoasterea clientelei, prevenirea spalarii banilor, prevenirea si combaterea finantarii terorismului, regimul embargourilor si sanctiunilor internationale.

«**Schimbare de circumstanta**»: este considerata o schimbare de circumstanta cel putin una din modificarile urmatoare fata de situatia initiala a Clientului: modificarea domiciliului fiscal in SUA, modificarea tarii de inregistrare, desfasurare a activitatii sau a adresei intr-o adresa SUA (cum ar fi datorita unei fuziuni, modificarea sediului social etc.), orice modificarea a activitatii si/sau modificarea statutului FATCA, modificarea statutului unei entitati nefinanciare pasive rezultata dintr-un nou indiciu SUA al cel putin unuia dintre Beneficiari Reali, modificarea procentului de proprietate a unei entitati nefinanciare pasive

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

«**SUA**»: Statele Unite ale Americii

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

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

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

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

«**Terminal**»: dispozitiv electronice sau mecanic (de ex: POS, ATM (Bancomat), imprinter, internet) ce

enacted pursuant to the United Nations Act 1946 or the European Community Act 1972 or enacted by or pursuant to other laws; and (v) any restrictions, prohibitions or sanctions laid down by national, international or BRD Group or Société Générale Group regulations relating to customer due diligence, prevention of money laundering, prevention of and fight against terrorist financing, embargoes and international sanctions.

«**Change of circumstance**»: at least one of the following changes from the Client's original situation is considered a change of circumstance: change of fiscal residence in USA, change of country of registration, carrying out of activities or address to a U.S. address (such as due to a merger, change of registered office etc.), any change in activity and/or change of FATCA status, change of status of a passive non-financial entity resulting from a new U.S. indication of at least one of the Beneficial Owners, change in the ownership percentage of a passive non-financial entity.

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

«**USA**»: United States of America

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

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

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

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

«**Terminal**»: electronic or mechanical device (e.g.: POS, ATM (automatic bank machine), imprinter,

permite detinatorului/ utilizatorului de card efectuarea de Operatiuni de plata, retrageri si depuneri de numerar, precum si alte tipuri de operatiuni.

«**Terminal cu functionalitate Contactless**»: terminal care afiseaza simbolul Contactless, dotat cu tehnologie ce permite efectuarea de tranzactii rapide prin simpla apropiere a cardului si introducerea codului PIN si/ sau semnarea chitantei aferente tranzactiei, daca este cazul; tranzactiile care se pot efectua fara introducerea codului PIN si/ sau semnarea chitantei aferente sunt cele cu o valoare mai mica decat limita stabilita de organizatiile de carduri si de autoritatile bancare europene. Aceste limite sunt afisate pe pagina de internet a Bancii si pot fi modificate oricand de organizatiile de carduri sau de autoritatile bancare europene.

«**TIN**»: (**Taxpayer identification number**): numarul federal de identificare fiscala a contribuabilului din SUA emis de Internal Revenue Service (IRS).

«**Token**»: este o serie unica de cifre in format digital ce asigura substituirea securizata a datelor unui Card inregistrat de Client intr-o aplicatie/serviciu de tip portofel digital. Numarul Token-ului este diferit de numarul de pe fata Cardului, in scopul cresterii securitatii tranzactiilor.

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

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

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

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

C. SFERA DE APLICARE

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

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

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

3. Prezentele Conditii Generale Bancare

internet) that allows the cardholder/card user to perform Payment Operations, cash withdrawals and deposits, as well as other types of operations.

«**Terminal with Contactless functionality**»: terminal that displays the Contactless symbol, equipped with technology allowing quick transactions to be carried out by simply approaching the card and entering the PIN code and/or signing the receipt for the transaction, where appropriate; transactions that can be performed without entering the PIN code and/or signing the related receipt are the ones with a value lower than the limit set by card organizations and the European banking authorities. These limits are displayed on the Bank's website and may be modified at any time by card organizations or European banking authorities.

«**TIN**»: (**Taxpayer identification number**): The federal taxpayer identification number issued by the Internal Revenue Service (IRS) in the U.S.

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

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

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

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

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

C. SCOPE

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

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

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

3. These General Banking Conditions replace the

inlocuiesc formele anterioare ale Condițiilor Generale Bancare, și orice dispoziție contrară existentă în contractele, documentele și/ sau formularele specifice produselor și serviciilor, încheiate anterior intrării în vigoare a Condițiilor Generale Bancare în această variantă și, dacă este cazul, le completează.

4. În caz de conflict între prevederile existente în prezentele Condiții Generale Bancare și condițiile speciale din contracte, documente și/sau formulare distincte încheiate între Client și Banca la aceeași dată sau ulterior intrării în vigoare a prezentelor Condiții Generale Bancare, vor prevala condițiile speciale din contractele, formularele sau documentele specifice.

5. Modificarea sau încetarea unuia din produsele sau serviciile utilizate de Client se realizează în condițiile prevăzute de respectivul contract și nu afectează valabilitatea celorlalte produse sau servicii sau a prezentelor Condiții Generale Bancare.

6. Orice derogare de la aplicarea Contractului față de Client trebuie convenită în mod expres, în scris, între Banca și Client. În situația în care Banca și Clientul convin să modifice prezentul Contract, modificările vor fi convenite într-un act adițional scris la Contract, care vor intra în vigoare la data semnării actului adițional, fiind valabile/ aplicabile doar pentru Clientul respectiv. Banca are dreptul să înceteze orice raporturi existente cu Clientul, în cazul în care în urma negocierilor, modificările propuse de acesta nu sunt agreeate de către Banca.

CAPITOLUL II. DESCHIDEREA, FUNCȚIONAREA ȘI ÎNCHIDEREA CONTURILOR

A. GENERALITĂȚI

1. Conform legislației în vigoare, Banca are obligația de a verifica identitatea Clientului și a Beneficiarului Real înainte de stabilirea relației de afaceri sau de efectuarea unor Operațiuni de plată. În plus, Clientul este obligat să prezinte Bancii toate Informațiile CRS, inclusiv NIF/TIN, conform legislației în vigoare.

Clientul este obligat să prezinte Bancii toate Informațiile CRS și toate documentele solicitate, care atestă statutul sau juridic, fiscal, conform legislației în vigoare, inclusiv reglementările privind cunoașterea clienței, prevenirea și combaterii spălării banilor și a finanțării actelor de terorism, regulamentul valutar, etc, precum și orice alte documente solicitate de către Banca. Banca își rezervă dreptul de a nu intra într-o relație de afaceri cu Clientul și/sau de a nu furniza niciun produs/serviciu, iar în cazul în care se află într-o relație de afaceri și/sau a furnizat un produs/serviciu și/sau a primit/ urmează să primească orice fel de instrucțiune (incluzând, fără limitare, instrucțiunile de plată din cont către/de la terti, precum și instrucțiunile în temeiul oricărui contract specific încheiat cu Banca), poate decide fie suspendarea relației de afaceri/contractuale (ex: blocarea contului, suspendarea serviciului) sau amânarea /suspendarea executării instrucțiunii până la reglarea situației, fie încetarea relației de afaceri/contractuale sau refuzul primirii și/ sau executării instrucțiunii/ furnizării unui nou produs/serviciu.

2. La cererea expresă a Clientului, Banca poate deschide Conturi curente cu sau fără carduri business atasate și alte tipuri de cont (conturi de depozite, conturi de economii pentru PFA/PL etc.), în Lei sau/ și

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

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

5. The amendment or termination of one of the products or services used by the Client shall be made under the conditions stipulated in such contract and shall not affect the validity of the other products or services, or of these General Banking Conditions.

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

CHAPTER II. ACCOUNT OPENING, OPERATION AND CLOSURE

A. GENERAL ASPECTS

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

The Client is bound to submit to the Bank all CRS Information and all the requested documents, attesting its legal and fiscal status, as per the legislation in force, including the regulations concerning Know Your Client, preventing and combating money laundering and terrorism financing, the foreign exchange regulation etc., as well as any other documents requested by the Bank. The Bank reserves the right not to enter into a business relationship with the Client and/ or not to supply any product/ service, and in the event that it is in a business relationship and/ or has supplied a product/ service and/ or has received/is about to receive any instructions (including, without limitation, instructions to pay from the account to/ from third parties, as well as instructions under any specific contract entered into with the Bank), it may decide either to suspend the business/contractual relationship (e.g.: blocking the account, suspending the service) or postponing/ suspending the processing of the instruction until the situation is settled, or terminating the business/ contractual relationship or refusing to receive and/ or process the instruction/ supply of a new product/service.

2. At the Client's specific request, the Bank may open current Accounts with or without business cards attached and other types of accounts (deposit accounts, savings accounts for Self-Employed

in valuta. Conturile se deschid de catre unitatile Bancii, pe baza completarii si semnarii de catre Client a formularelor standard ale Bancii, insotite de documentele solicitate de aceasta. Banca poate pune la dispozitia Clientilor conturi cu functionalitati speciale si alte tipuri de produse de economisire si plasamente. Aceste produse sunt reglementate, fiecare in parte, de propriile lor conditii specifice bancare, disponibile in formularistica (contractele sau documentatia) lor de achizitie.

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

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

3. Oricarui Cont i se pot atasa diverse produse sau servicii, la solicitarea Clientului si cu respectarea conditiilor Bancii.

4. In orice moment in timpul relatiei contractuale, Clientul are dreptul sa primeasca, la cerere, pe suport hartie sau pe orice alt suport durabil informatiile conform celor specificate in prezentul Contract.

5. Clientul declara ca a avut acces la toate informatiile solicitate si ca intelege conditiile, drepturile si obligatiile partilor mentionate in prezentul Contract.

B. INTRAREA IN RELATIE CU BANCA. DESCHIDEREA CONTURILOR.

1. Clientul poate intra in relatie de afaceri cu Banca si/sau contracta produse/servicii bancare prin intermediul retelei de unitati a Bancii, precum si, dupa caz, prin canalele de intrare in relatie/contractare la distanta puse la dispozitie de Banca.

Din momentul intrarii in relatie cu Banca, si ulterior pe toata durata relatiei contractuale cu Banca, Clientul prin Reprezentantul sau legal poate: **(a)** deschide Conturi curente in Lei si/ sau alte valute la Banca si poate inceta relatia si/ sau de a inchide Conturile curente in Lei si/ sau alte valute; **(b)** numi Persoana cu drept de semnatura si limitele mandatului acesteia in relatia cu Banca precum si de a revoca, modifica sau limita mandatul acordat acestuia; **(c)** solicita emiterea de carduri business pe Contul Clientului si numirea/ desemnarea utilizatorilor pentru cardurile solicitate, inclusiv a le stabili limite de utilizare pe Conturile Clientului; **(d)** solicita activarea Serviciilor de banca la distanta pe Conturile Clientului precum si de a numi utilizatorii pentru acestea, inclusiv de a le stabili limite de utilizare si vizualizare pe Conturile Clientului; **(e)** solicita inchiderea/ blocarea cardurilor business, respectiv a Serviciilor de banca la distanta, **(f)** incheia diverse contracte/ conventii cu Banca in vederea furnizarii unor servicii (de ex: plata drepturilor salariale cuvenite angajatilor pe carduri, contracte de credit, etc); **(g)** efectua Operatiuni de plata pe Conturile Clientului conform specificatiilor mentionate in formularele Bancii.

Persons/Authorized Professionals etc.), in RON and/or in foreign currency. The Bank units open the accounts based on the Bank forms filled in and signed by the Client, and on the documents requested by the Bank. The Bank may make available to Clients accounts with special features and other types of saving and investment products. These products are regulated by their own specific banking conditions, available in their purchase forms (contracts or related documents).

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

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

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

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

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

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

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

Clientul va prezenta Bancii documentele (inclusiv dovada efectuării formalităților de înregistrare la Registrul Comerțului) prin care se dovedește, în modalitatea solicitată de Banca, că Reprezentantul Legal a fost numit în mod corespunzător și ca modalitatea de numire a acestuia respectă documentele constitutive ale Clientului, precum și legislația în vigoare.

2. Formularul de Intrare în Relație cu Banca, Cererile de deschidere de Cont curent și alte documente contractuale vor fi semnate de către Client, prin Reprezentant Legal.

3. Banca furnizează produsele/serviciile solicitate de Client numai în măsura în care sunt îndeplinite condițiile proprii de eligibilitate, conform politicii Bancii și reglementărilor în vigoare. Pentru Clientii care intră în relație cu Banca, deschid Conturi sau alte produse la distanță, Banca poate stabili condiții de eligibilitate sau restricții suplimentare.

4. La deschiderea Conturilor, în cazul în care clientul solicită efectuarea de operațiuni la ghișeele bancii, Banca solicită Clientului să desemneze Persoana cu drept de semnătură Delegatul, precum și orice informație și documente necesare identificării acestora. Documentele referitoare la Operațiunile de plată vor fi semnate de către Persoana cu drept de semnătură, conform drepturilor atribuite de către Reprezentatul Legal.

În conformitate cu prevederile Codului de procedură fiscală, începând cu 1 ianuarie 2018, odată cu deschiderea unui Cont bancar sau cu închirierea unei casete de valori unui Client nerezident, ce încă nu deține un număr de identificare fiscală/ cod de identificare fiscală emis de autoritățile române, Banca are obligația de a solicita autorităților fiscale române înregistrarea fiscală a respectivului Client și atribuirea unui NIF, sau după caz, a unui cod de înregistrare fiscală.

5. Reprezentantul Legal va stabili competențele Persoanei cu drept de semnătură în relația cu Banca printr-un formular special (Fisa cu specimene semnături) pentru operațiuni la nivelul unității Bancii, și în baza căruia Banca va permite Persoanei cu drept de semnătură:

(a) efectuarea de Operațiuni de plată (debitare și/ sau creditare a Contului curent) la ghișeu, **(b)** desemnarea Delegatului, **(c)** alte operațiuni, cu respectarea prezentului Contract și a mandatului primit.

În cazul operațiunilor realizate prin intermediul Serviciilor de bancă la distanță Reprezentantul legal va stabili competențele pentru Persoana cu drept de semnătură prin contractul specific aferent serviciilor utilizate. Competențele vor fi valabile și în cazul operațiunilor realizate prin intermediul unui tert: TPP (AISP și/ sau PISP).

6. Reprezentantul Legal sau Persoana cu drept de semnătură, dacă a fost mandatat în acest scop, poate acorda Delegatului, prin formularul specific pus la dispoziție de către Banca (formular Delegație), următoarele drepturi: **(a)** depunere documente; **(b)** ridicare documente; **(c)** ridicare extrase de cont; **(d)** depunere numerar pe baza documentelor semnate în nume propriu sau de Persoana cu drept de semnătură; **(e)** ridicare numerar pe baza documentelor semnate de Persoana cu drept de semnătură.

7. Reprezentantul legal, Persoana cu drept de semnătură și Delegatul, vor depune specimenul de

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

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

3. The Bank provides the products/services requested by the Client only to the extent that the Bank's own eligibility conditions are met, in accordance with the Bank's policy and the applicable regulations. For Clients which enter in relationship with the Bank, open Accounts or other products remotely, the Bank may establish additional eligibility conditions or restrictions.

4. When opening the Accounts, when the client requests to carry out transactions at the Bank's counters, the Bank requires the Client to appoint the Authorized Signatory and the Delegate, as well as any information and documents necessary to identify them. Documents related to Payment Operations will be signed by the Authorized Signatory, according to the rights assigned by the Legal Representative.

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

5. The Legal Representative will set the competencies of the Authorized Signatory in relation to the Bank through a special form (Specimen Signature Form) for operations at the Bank's units, based on which the Bank will allow the Authorized Signatory:

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

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

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

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

semnatura pe formularele specifice puse la dispozitie de catre Banca, Clientul obligandu-se sa le actualizeze oricand, la solicitarea Bancii si, mai ales in situatia in care Banca descopera faptul ca acestea s-au deteriorat/ alterat.

8. Banca poate refuza sa process un Ordin de plata din partea Clientului in cazul in care semnatura de pe respectivul Ordin de plata nu se potriveste cu specimenul de semnatura furnizat Bancii si/ sau nu sunt respectate limitele mandatului Persoanei cu drept de semnatura furnizat prin intermediul formularelor specifice puse la dispozitie de catre Banca. Clientul este de acord, prin prezentul Contract, ca Banca nu va fi tinuta responsabila pentru daunele directe sau indirecte create de orice Operatiune de plata falsificata sau contrafacuta.

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

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

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

10. Clientul este direct raspunzator fata de Banca pentru orice pierdere suferita de aceasta, ca urmare a neaducerii la cunostinta Bancii despre vreo restrictie sau limitare in ceea ce priveste mandatul Persoanei cu drept de semnatura.

11. In cazul aparitiei unor situatii conflictuale sau neclare ce (i) impiedica stabilirea fara echivoc de catre Banca a persoanelor cu drept de reprezentare a Clientului in relatie cu Banca, a limitelor/ valabilitatii mandatelor acestora sau pentru aceste mandate nu s-au realizat formalitatile de inregistrare cerute de lege, (ii) sunt determinate de transmiterea catre Banca a unor instructiuni contradictorii referitoare la conturile Clientului sau in legatura cu alte servicii oferite de Banca sau (iii) sunt determinate de documente cu privire la care exista dispute sau contestatii, Partile sunt de acord si inteleg ca utilizarea de catre Client a produsele sale bancare (inclusiv operatiuni pe conturi, la ghiseu sau prin accesarea serviciilor de banca la distanta, etc.) se va putea realiza doar ulterior clarificarii situatiilor de mai sus, pe baza documentelor prezentate de Client (hotarari judecatoresti executorii, documente eliberate de registrele publice relevante, hotarari ale organelor statutare necontestate etc.), intr-o forma satisfacatoare pentru Banca.

the Client undertaking to update them at any time at the Bank's request, and especially, if the Bank discovers their deterioration/ alteration.

8. The Bank may refuse to process a Payment Order from the Client if the signature on such Payment Order does not match the specimen signature provided to the Bank and/or the limits of the mandate given to the Authorized Signatory through the specific forms provided by the Bank are not observed. The Client hereby agrees that the Bank will not be held liable for the direct or indirect damage caused by any forged or counterfeit Payment Operation.

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

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

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

10. The Client is directly liable towards the Bank for any loss incurred by the latter following the failure to inform the Bank of any restriction or limitation of the mandate given to its Authorized Signatory.

11. In case of situations of conflict or ambiguous situations, which (i) impairs unequivocally identification by the Bank of the authorized representatives of the Client in relationship to the Bank, of their authorisation limits/ validity of their mandates or no required registrations were conducted, (ii) are determined by the Bank's receipt of contradictory instructions regarding the Client's accounts or regarding other services offered by the Bank or (iii) are determined by documents regarding which disputes or claims have occurred, the Parties agree and understand that use of its banking services (including account operations, online or in person etc.) shall only be available upon clarification of the situations mentioned above, based on documents presented by the Client (enforceable court decisions, documents issued by the relevant public registries, undisputed decisions of the statutory bodies etc.), in satisfactory form and content for the Bank.

If from the documents made available no Legal

Daca din documentele puse la dispozitie nu poate fi determinat Reprezentantul Legal al Clientului, utilizarea produselor bancare (inclusiv operatiuni prin conturi, la ghiseu sau prin accesarea serviciilor de banca la distanta) se va realiza doar cu acordul unanim al tuturor Reprezentantilor Legali ai Clientului inregistrati in registrele publice relevante.

Clientul este de acord ca toate mandatele date in relatia cu Banca pentru operatiuni pe conturi la unitatile Bancii sau pentru serviciile de banca la distanta inceteaza si se inlocuiesc, in mod automat, cu dispozitiile prezentei clauze, fara indeplinirea niciunei alte formalitati suplimentare. In mod exceptional, Banca va putea autoriza plati urgente, fara sa fie obligata in acest sens, daca din justificarea urgentei rezulta fara indoiala acest caracter (de ex. plati pentru utilitati), la cererea unui Reprezentant Legal.

Banca este exonerata de orice raspundere ca urmare a aplicarii dispozitiilor de mai sus.

In cazul aparitiei uneia dintre situatiile care impun actiunile de mai sus, Banca va informa de indata Clientul, acesta din urma avand obligatia de a prezenta Bancii toate documentele solicitate de aceasta, de a clarifica dreptul de reprezentare la nivelul Clientului si de a inregistra reprezentantii sai in registrele publice.

12. In vederea respectarii legislatiei FATCA si CRS, in cazul in care datele cu caracter personal sau operatiunile efectuate, se incadreaza in criteriile FATCA si CRS, clientul autorizeaza Banca sa transmita aceste informatii catre autoritatile fiscale americane (IRS), respectiv catre ANAF.

13. Clientul autorizeaza in mod expres Banca sa permita accesul/ sa transmita (in tara si/sau in strainatate) informatii de natura secretului bancar, in sensul Ordonantei de Urgenta nr. 99/ 2006, catre membrii Grupului Société Générale, autoritati publice centrale, ANAF, autoritati publice locale, agenti de colectare a debitelor/ recuperare a creantelor, autoritati judecatoresti, societati de asigurare si reasigurare, precum si catre orice alte categorii de Destinatar ai datelor, conform «Anexei Informare privind prelucrarea datelor cu caracter personal Persoane Fizice Autorizate/ Profesii Liberale».

14. Banca acorda accesul unui TPP (PISP sau AISP) la Conturile detinute de Client, pe baze obiective, nediscriminatorii si proportionale.

15. Clientul are dreptul de a utiliza servicii de initiere a platii furnizate de un PISP si/ sau servicii de informare cu privire la Conturi furnizate de un AISP. In vederea realizarii acestor operatiuni, Clientul trebuie sa detina un Cont de plati accesibil online.

C. FUNCTIONAREA CONTURILOR/ EFECTUAREA OPERATIUNILOR DE PLATA

1. FUNCTIONAREA CONTURILOR - GENERALITATI

1. Orice operatiune in Lei sau in valuta (de ex. plati, incasari, depuneri si retrageri de numerar, viramente intra si interbancare) dispusa de Client se este efectuata prin intermediul Contului curent.

Pentru Operatiunile de plata, Clientul utilizeaza formulare si Instrumente de plata puse la dispozitie de catre Banca.

2. In cazul platilor, valuta debitariei Contului Clientului platitor va fi valuta stipulata in formularul de plata.

3. In cazul platilor in valuta sau in cazul platilor in Lei in

Representative of the Client can be determined, then use of banking services (including account operations, online or in person etc.) shall be available only upon unanimous agreement of the Legal Representatives of the Client registered within relevant public registries.

The Client agrees that all bank-related powers of attorney issued for account operations made online or in person shall cease and be entirely and automatically replaced with the present provisions. Exceptionally, the Bank is entitled to authorise emergency payments, without any obligations arising from this regard, provided its emergency nature results from its justification (eg. Utility payments), requested by a Legal Representative.

The Bank is exonerated of liability for the application of the aforementioned provisions.

In case of any situations which impose above-mentioned actions, the Bank shall inform the Client immediately, the latter being required to present requested document, to clarify the representation rights of the Client and to register its legal representatives within the public registries.

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

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

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

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

C. ACCOUNT OPERATION/PERFORMANCE OF PAYMENT OPERATIONS

1. ACCOUNT OPERATION - GENERAL ASPECTS

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

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

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

3. In the case of payments in foreign currency or in

favoarea beneficiarilor cu conturi deschise la banci din strainatate, Banca stabileste traseul bancar prin care executa Operatiunea de plata, inclusiv utilizarea relatiilor de correspondent.

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

5. In cazul incasarilor in valuta, valuta creditarii Contului Clientului beneficiar va fi cea mentionata in Operatiunea de plata. In situatia in care valuta nu corespunde cu valuta Contului, Banca va proceda la convertirea sumei in valuta Contului ce urmeaza a fi creditat, in cazul in care un astfel de serviciu este disponibil pentru acea valuta. In caz contrar, operatiunea va fi refuzata, iar suma se va reintoarce in contul din care s-a efectuat Operatiunea de plata. Contul creditat va fi intotdeauna cel indicat in Operatiunea de plata.

In toate cazurile, convertirea se va efectua la Cursul de schimb valutar al Bancii valabil la Data procesarii operatiunii.

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

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

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

In cazul emiterii de Instrumente de debit, Clientul trebuie sa asigure in Cont disponibilul necesar pentru plata acestora la data emiterii (in cazul cecului), respectiv la data scadentei (in cazul cambiiilor si biletelor la ordin), inca de la inceputul Zilei lucratoare. Conform legislatiei aplicabile cecului, cambiei si biletului la ordin si cea privind CIP, Clientul raspunde pentru nedecontarea Instrumentelor de debit ca urmare a lipsei totale sau pariale de disponibil ori a completarii unor mentiuni eronate, Banca avand obligatia raportarii la CIP a incidentelor de plata si informarii organelor de Politie, conform cerintelor reglementarilor aplicabile.

Formularele cec, cambie si bilet la ordin puse la dispozitie de catre Banca in conformitate cu legislatia in

RON to the benefit of beneficiaries with accounts opened with banks abroad, the Bank may set the bank route for the processing of the Payment Operation, including the use of the correspondent relationships.

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

5. In the case of receipts in foreign currency, the beneficiary Client's Account shall be credited in the foreign currency mentioned in the Payment Operation. Where the currency does not match the currency of the Account, the Bank shall convert the amount in the currency of the Account to be credited, where such a service is available for that currency. Otherwise, the operation will be refused and the amount will be returned to the account from which the payment operation was carried out. The credited Account shall always be the one indicated in the Payment Operation. In any case, the conversion shall be made at the Exchange Rate of the Bank, valid on the Date of operation processing.

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

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

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

In the case of issuance of Debit Instruments, the Client must make sure the Account holds enough available funds for their payment on the issuance date (for cheques), and on the due date (for bills of exchange and promissory notes), at the very beginning of the Working Day. According to the legislation applicable to cheques, bills of exchange and promissory notes, and to the legislation regarding PIR, the Client is liable for failure to settle the Debit Instruments because of the total or partial lack of available funds, or of erroneous data filled in, and the Bank is bound to report the payment incidents to PIR and to inform the Police, as per the applicable regulations.

The forms for cheque notes, bills of exchange and promissory notes provided by the Bank in accordance

vigoare, se vor utiliza pentru plati realizate numai in lei catre beneficiari (rezidenti sau nerezidenti) care au conturi deschise in lei la institutii de credit din Romania. In cazul in care prin instrumentul de debit (cec, cambie si bilet la ordin) se realizeaza plata unei creante a carei contravaloare a fost stabilita intr-o moneda straina completarea si introducerea la plata a instrumentelor de debit se va face numai in echivalent lei al sumei reprezentand creanta ce urmeaza a fi platita, conform legislatiei in vigoare.

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

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

Banca va percepe dobanda pentru Descoperirile neautorizate de cont, in conformitate cu «Ghidul de dobanzi standard pentru Persoane Fizice Autorizate/Profesii Liberale» aplicabil, disponibil in toate unitatile Bancii, si pe pagina de internet a Bancii, la adresa: www.brd.ro.

8. Orice solicitare a Clientului pentru un schimb valutar, materializata printr-un ordin transmis pe suport hartie si semnat de Client sau preluat de Banca pe linie telefonica inregistrata sau confirmat de Banca pe e-mail sau transmis in temeiul unui contract specific acestui tip de tranzactie, fie cu decontare imediata, fie cu o alta data a valutei, este irevocabila. Toate costurile provenind din diferentele de curs valutar vor fi suportate de Client. De asemenea, atat in cazul nerespectarii Ordinului de plata dat (inclusiv existenta disponibilului necesar decontarii tranzactiei), precum si in cazul modificarii/anularii ordinului, toate consecintele, inclusiv, dar fara a se limita la daune, costuri suplimentare suportate de Banca sunt in sarcina Clientului. In transmiterea ordinelor, Clientul trebuie sa respecte programul de tranzactionare, afisat pe site-ul Bancii: www.brd.ro. Un ordin transmis in afara programului de tranzactionare nu va fi executat, fiind necesara retransmiterea ordinului de catre Client. Clientul are obligatia de a asigura in Contul curent sumele necesare pentru realizarea decontarii tranzactiei, atat la data transmiterii ordinului de schimb valutar, cat si la data decontarii. In cazul unui sold insuficient in Contul curent, in scopul decontarii tranzactiei de schimb valutar, Clientul autorizeaza in mod expres, irevocabil si neconditionat Banca sa debiteze conturile Clientului deschise la Banca cu orice sume necesare sau datorate Bancii in legatura cu decontarea tranzactiilor de schimb valutar sau sa initieze noi tranzactii de schimb valutar pentru inchiderea pozitiei si decontarea tranzactiilor executate si nedecontate, intelegand si asumandu-si riscurile de curs valutar decurgand din efectuarea respectivelor tranzactii. Toate costurile provenind din diferentele de curs valutar vor fi suportate de Client. Pana la decontarea integrala a tranzactiilor, nu vor putea fi preluate noi ordine de schimb valutar.

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

with the law will be used only for payments in RON made to beneficiaries (residents or non-residents) who have accounts in RON opened with credit institutions in Romania. If the debit instrument (cheque note, bill of exchange and promissory note) is used to make the payment of a debt whose equivalent value was established in a foreign currency, the filling in and introduction to payment of debit instruments will be made only in RON equivalent representing the debt to be paid, as required by law.

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

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

The Bank will charge interest for Unauthorized Overdraft in accordance with the applicable «*Standard Interest Rates Guide for Self-Employed Persons/Authorized Professionals*» applicable, available in all the Bank's units and on the Bank's website, at the address: www.brd.ro.

8. Any request of the Client for a foreign exchange operation, translated into an order sent on paper and signed by the Client or received by the Bank by registered phone call or confirmed by the Bank on e-mail or transmitted pursuant to a specific contract for this type of transaction, either with immediate settlement or with another value date, is irrevocable. All costs coming from exchange rate differences shall be borne by the Client. Likewise, where the given order is not respected (including the necessary amount of money to settle the transaction) or it is modified/ canceled all consequences, including, but not limited to, damages, additional costs borne by the Bank are the Client's responsibility. When transmitting orders, the Client must observe the trading hours, displayed on the Bank's site: www.brd.ro. A order transmitted outside the trading hours will not be processed, requiring the retransmission of the order by the Client. The Client shall be required to have in the Current Account the amounts necessary to settle the transaction, both at the time of transmission of the foreign exchange order and at the time of settlement. In the event of an insufficient balance in the Current Account for the purpose of settling the foreign exchange transaction, the Client expressly, irrevocably and unconditionally authorize the Bank to debit the Client's Accounts opened with the Bank with any amounts necessary or due to the Bank in connection with the settlement of foreign exchange transactions or initiate new foreign exchange transactions to close down the position and settle processed and non-settled transactions, understanding and assuming the exchange rate risks arising from the processing of those transactions. Until all transactions are settled, no new foreign exchange orders can be received.

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

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

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

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

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

2. PRET

1. Pretul este format, dupa caz, din urmatoarele componente: comisioane, dobanzi, cursuri de schimb valutar, tarife.

2. Valorile comisiunilor, dobanzilor si tarifulor practicate de catre Banca se regasesc in «Lista de Tarife si Comisioane in Lei si Valuta pentru Persoane Fizice Autorizate/ Profesii Liberale», respectiv in «Ghidul de dobanzi standard pentru Persoane Fizice Autorizate/ Profesii Liberale». Lista standard de comisioane poate fi modificata unilateral de Banca. Lista standard de comisioane in vigoare si va fi afisata in cadrul unitatilor Bancii si pe pagina de internet a Bancii, la adresa: www.brd.ro.

3. Cursurile de schimb valutar practicate de catre Banca sunt afisate in cadrul unitatilor Bancii si pe pagina de internet a Bancii, la adresa: www.brd.ro

4. Cursul de schimb este diferit in functie de produs si Operatiune si este mentionat in documentele Bancii pentru fiecare produs sau/si Operatiune in parte. Acesta poate fi modificat de mai multe ori pe parcursul zilei imediat si fara sa fie necesara o notificare prealabila a Clientului din partea Bancii.

3. INFORMATII NECESARE EFECTUARII ORDINULUI DE PLATA

1. Pentru executarea corecta de catre Banca a unui Ordin de plata, in cazul in care Clientul este Client platitor, acesta are obligatia de a completa Ordinele de plata cu informatiile urmatoare:

i) *in cazul Platilor interne*: (a) numele/denumirea, codul de identificare (CUI) si numarul de cont al Clientului platitor (in format IBAN al acestuia deschis la Banca); (b) numele/denumirea, codul de identificare (CUI) si Codul unic de identificare al beneficiarului platii

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

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

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

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

2. PRICE

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

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

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

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

3. INFORMATION NECESSARY TO PROCESS THE PAYMENT ORDER

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

i) *in case of Domestic Payments*: (a) the name, identification code (CUI) and account number of the Paying Client (the Client's IBAN account opened with the Bank); (b) the name, identification code (CUI) and Unique Identification Code of the payee (in IBAN format

(in format IBAN al acestuia deschis la institutia de credit destinatară); (c) informatii privind unitatea Bancii la care este deschis Contul Clientului platitor: denumirea centralei sau, dupa caz, a unitatii teritoriale si/ sau, daca e cazul, Codul BIC; (d) informatii privind institutia de credit destinatară: denumirea centralei si/ sau Codul BIC; (e) suma de plata si denominarea acesteia; (f) data emiterii Ordinului de plata (ziua, luna, anul), care trebuie sa fie unica, posibila si certa; (g) elementul sau elementele care sa permita verificarea autenticitatii Ordinului de plata (semnatura Clientului platitor).

In cazul platilor efectuate catre Trezoreria Statului, Clientul va completa, in plus fata de informatiile de mai sus si urmatoarele elemente obligatorii: (a) codul de identificare fiscala al Clientului platitor; (b) codul de identificare fiscala al Clientului beneficiar; (c) numarul de evidenta a platii, alocat de Agentia Nationala de Administrare Fiscala; (d) numarul Ordinului de plata dat de Clientul platitor; (e) referinte privind continutul economic al Operatiunii.

ii) *in cazul Platilor externe*, elementele obligatorii pentru Ordinul de plata in valuta/ Ordin de plata SEPA (inclusiv pentru platile in Lei in strainatate), elementele obligatorii de completat sunt: (a) nume/ denumire Client platitor; (b) cod IBAN Client platitor; (c) suma de plata; (d) valuta ordonata; (e) nume/ denumire beneficiar si adresa completa a acestuia; (f) Cod unic de identificare al beneficiarului (g) denumirea bancii beneficiarului, BIC-ul acesteia; (h) data emiterii care trebuie sa fie unica, posibila si certa; (i) mentiunea urgent – bifarea acestei rubrici reprezinta ordinul expres al Clientului platitor ca Banca sa execute transferul intr-un termen mai scurt fata de Termenul de executare mentionat in Contract; (j) semnatura Clientului platitor; (k) rubrica comisoane (se completeaza cu OUR/ BEN/ SHA in functie de tipul platii si cu respectarea legislatiei in vigoare).

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

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

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

5. Banca este exonerata de raspundere in cazul

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

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

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

payment and in compliance with the legislation in force).

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

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

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

5. The Bank shall be exempt from liability in the event of

neexecutarii, executarii cu intarziere sau intr-un mod necorespunzator a obligatiilor sale decurgand din prezentul Contract, cauzate de actiunile sau inactiunile unor terti (cum ar fi banci corespondente, agenti etc.) sau de alte motive neimputabile Bancii.

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

4. AUTORIZAREA ORDINULUI DE PLATA

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

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

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

5. PRIMIREA/ ACCEPTAREA ORDINULUI DE PLATA

1. Momentul primirii Ordinului de plata este momentul in care Banca receptioneaza acest Ordin, daca acesta este anterior Orei limita interne (daca exista, in functie de Operatiune) dintr-o Zi lucratoare. Orele limita aferente operatiunilor cu Ordine de plata sunt afisate in cadrul unitatilor Banciisi in «*Lista de Tarife si Comisioane in Lei si Valuta pentru Persoane Fizice Autorizate/Profesii Liberale*», disponibila pe pagina de internet a acesteia.

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

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

4. Receptionarea Ordinului de plata este considerata a fi:

- in cazul Ordinului de plata pe suport de hartie (cu sau fara cod de bare), data prezentarii la unitatea

non-performance, late performance or improper performance of its obligations under this Agreement caused by the actions or inactions of third parties (such as correspondent banks, agents, etc.) or for other reasons not attributable to the Bank.

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

4. PAYMENT ORDER AUTHORIZATION

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

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

3. The Bank is in no way liable for the consequences that may appear as a result of: (a) fraudulent or abusive use of signatures or Customized Security Features; (b) failure to comply with the modalities of Authorizing the Payment Operations, as agreed hereunder.

5. RECEIPT/ACCEPTANCE OF THE PAYMENT ORDER

1. The moment of receipt of the Payment Order is the moment when the Bank receives such Order, if prior to the internal deadline (if any, depending on the Operation) on a Working Day. The deadlines for Payment Order operations are displayed in the Bank units and in «*List of Rates and Fees in RON and Foreign Currency for Self-Employed Persons/Authorized Professionals*», available on its website.

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

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

4. Receipt of Payment Orders is deemed to be:

- in the case of a Payment Order on paper (with

Bancii, mentionata pe formularul semnat de catre Banca.

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

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

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

6. Un Ordin de plata este considerat valid daca, in mod cumulativ:

- sunt completate toate informatiile necesare executarii Ordinului de plata

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

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

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

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

6. REFUZUL OPERATIUNILOR DE PLATA

1. Banca poate refuza executarea unei Operatiuni de plata si poate adopta orice masura pe care o considera necesara, inclusiv anulara sau blocarea drepturilor Clientului de acces la Instrumentele de plata, in cazul in care Banca considera ca: (a) Clientul nu si-a respectat obligatia de a asigura disponibilul necesar in Cont inaintea dispunerii Operatiunii de plata pentru sumele de plata si comisiunile bancare, daca e cazul; (b) Ordinul de plata – formular pretiparit pus la dispozitie de catre Banca, nu a fost completat in intregime, sau a fost completat eronat; Ordinul de plata cu cod de bare are neconcordanțe intre informatia din codul de bare si cea tiparita pe formular; Ordinul de plata in format electronic, nu are corect sau complet completate toate campurile obligatorii pentru efectuarea tranzactiei, si Ordinul nu este Autorizat in mod corespunzator; (c) Banca nu primeste instructiunea inainte de Ora limita stabilita pentru acel tip de Operatiune, caz in care Banca va considera primita instructiunea in Ziua lucratoare urmatoare; (d) efectuarea Operatiunii de plata este impiedicata de existenta unei Masuri de indisponibilizare sau alte masuri similare dispuse asupra Contului Clientului; (e) Operatiunea de plata prezinta suspiciune de fraudă, spalare de bani sau finantare a terorismului, in conformitatea cu legislatia in vigoare; (f) nu au fost respectate prevederile prezentului Contract; (g) Clientul dispune efectuarea unei plati catre o persoana/ entitate

or without barcode), the date it is submitted to the Bank unit, as mentioned on the form signed by the Bank.

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

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

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

6. A Payment Order is considered valid if, cumulatively:

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

- the Payment Order was authorized according to the requirements herein

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

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

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

6. REFUSAL OF PAYMENT OPERATIONS

1. The Bank may refuse to process a Payment Operation and may take any measure it deems necessary, including cancelling or blocking the Client's access to the Payment Instruments, if the Bank considers that: (a) The Client has breached its obligation to credit its Account with the necessary funds before ordering the Payment Operation for the amounts to be paid and the banking fees, if applicable; (b) the Payment Order – a pre-printed form provided by the Bank was not filled in completely or was filled in incorrectly; the Payment Order with barcode contains inconsistencies between the information in the barcode and the information printed on the form; the Payment Order in electronic form does not have all the mandatory fields correctly or completely filled in for performing the transaction and the Order is not duly Authorized; (c) the Bank has not received the instruction before the Deadline for such type of Operation, in which case it will deem the instruction received on the next Working Day; (d) the Payment Operation cannot be performed because of a Measure of seizure or other similar measures ordered on the Client's account; (e) the Payment Operation presents a suspicion of fraud, money laundering or financing of terrorism, according to the legislation in force; (f) the provisions of this Contract have not been complied with; (g) the Client instructs a payment to a person/ an entity subject to international sanctions; (h) the Client

supusa sanctiunilor internationale; (h) Clientul refuza sa prezinte documente justificative solicitate expres de catre Banca.

2. Un Ordin de plata a carui executare a fost refuzata se considera ca nu a fost primit de catre Banca.

3. In cazul refuzului executarii unui Ordin de plata sau a unei Operatiuni de plata, Banca va informa Clientul prin unul dintre urmatoarele canale: telefon, e-mail, fax, mesaje in aplicatiile bancare de banca la distanta, SMS sau scrisoare. Daca este posibil, va mentiona motivul refuzului si procedura de remediere a erorilor care au condus la refuz, cu exceptia cazului in care furnizarea acestor informatii este contrara dispozitiilor legale.

4. In cazul in care refuzul este obiectiv, Banca are dreptul sa perceapa un comision specific conform «*Listei de Tarife si Comisioane in Lei si Valuta pentru Persoane Fizice Autorizate/ Profesii Liberale*».

7. REVOCAREA ORDINULUI DE PLATA

1. Clientul platitor nu poate retrage consimtamantul privind o Operatiune de plata, dupa ce Ordinul de plata a fost primit si acceptat de catre Banca. Prin exceptie, Clientul poate revoca o Operatiune de plata in cazul in care partile au convenit ca executarea Ordinului de plata sa inceapa intr-o anumita zi sau la sfarsitul unei anumite perioade ori in ziua in care Clientul a pus fonduri la dispozitia Bancii, cu conditia comunicarii revocarii pana cel tarziu la sfarsitul Zilei lucratoare care preceda ziua convenita pentru debitarea Contului (ex: debitare directa, Ordine de plata programata etc.).

2. Consimtamantul exprimat pentru executarea succesiva a mai multor Operatiuni de plata (ex. debitare directa, Ordine de plata programata etc.) poate fi retras urmand ca orice Operatiune de plata viitoare, dupa retragerea consimtamantului, sa fie considerata neautorizata.

3. Orice retragere a consimtamantului trebuie realizata in forma scrisa, iar in cazul in care consimtamantul a fost retras prin alta forma de comunicare, Clientul este obligat sa transmita Bancii solicitarea si in forma scrisa, pana la sfarsitul Zilei lucratoare care precede ziua convenita pentru debitarea Contului, in caz contrar Clientul va putea fi raspunzator de eventualul prejudiciu suferit de catre Banca. Retragerea consimtamantului se poate realiza de catre Persoana cu drept de semnatura sau Reprezentantul Legal, conform mandatului depus la Banca.

4. In cazul in care Clientul revoca plata dupa acordarea consimtamantului, Banca va face demersurile necesare revocarii. In cazul in care plata a fost deja transmisa Bancii beneficiarului sau suma a fost deja creditata in Contul beneficiarului, revocarea se va face doar cu acordul acestuia. Banca nu poate fi tinuta responsabila pentru situatia in care beneficiarul nu este de acord sa returneze suma primita. Pentru operatiunile aferente revocarii platii ulterior acordarii consimtamantului, Banca poate aplica un comision specific conform «*Listei de Tarife si Comisioane in Lei si Valuta pentru Persoane Fizice Autorizate/ Profesii Liberale*».

8. EXECUTAREA ORDINULUI DE PLATA

refuses to provide the supporting documents expressly required by the Bank.

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

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

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

7. CANCELLING THE PAYMENT ORDER

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

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

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

5. In case the Client revokes the payment after giving the consent, the Bank will take the necessary steps for revocation. If the payment has already been sent to the beneficiary's Bank or the amount has already been credited to the beneficiary's Account, revocation shall be made only with its consent. The Bank cannot be held responsible for the case when the beneficiary does not agree to return the amount received. For operations related to the revocation of payment subsequent to giving the consent, the Bank may apply a specific fee according to the «*List of Rates and Fees in RON and Foreign Currency for Self-Employed Persons/Authorized Professionals*».

8. PAYMENT ORDER PROCESSING

1. In functie de tipul Operatiunii ordonate de catre Client si de ora limita interna de primire de catre Banca prevazuta in Contract, termenul maxim in care Banca va executa Operatiunea (prin creditarea Contului curent de plati al prestatorului beneficiarului platii) este:
- Plati interne: maxim T+1,
- Plati externe: maxim T+2.

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

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

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

9. RASPUNDERE

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

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

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

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

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

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

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

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

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

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

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

9. LIABILITY

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

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

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

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

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

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

6. Banca nu este raspunzatoare pentru intarzierile in executarea unor servicii cauzate de prezentarea de catre Client a unor documente in alta forma decat cea solicitata de Banca.

10. CONDITII DE SECURITATE SI MASURI CORECTIVE

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

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

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

6.The Bank shall not be liable for delays in the performance of services caused by the presentation of by the Client of documents in a form other than that requested by the Bank.

10. SECURITY CONDITIONS ANDCORRECTIVE MEASURES

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

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

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

4. In cazul AISP procedura de exprimare a consimtamantului privind furnizarea de informatii privind Conturile Clientului deschise la Banca este cea convenita intre Client si AISP.

Banca are obligatia de a comunica in conditii de securitate cu AISP, furnizand acestuia informatiile privind Conturile de plati accesibile online ale Clientului.

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

D. DOVADA OPERATIUNILOR SI EXTRASUL DE CONT

1. Banca va emite extrase de cont pentru Operatiunile efectuate prin conturile curente ale Clientului de catre Rezentantul legal, Persoana cu drept de semnatura, Delegatul, respectiv alti reprezentanti desemnati de Rezentatul Legal pentru diverse produse si servicii (carduri, servicii de banca la distanta etc.). Emiterea acestora se va tarifa conform «*Listei de Tarife si Comisioane in Lei si Valuta pentru Persoane Fizice Autorizate/Profesii Liberale*».

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

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

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

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

E. INCHIDEREA CONTURILOR. INCETAREA RELATIILOR CU BANCA

1. Clientul poate solicita inchiderea Contului curent, printr-o cerere semnata de Rezentantul legal sau de Persoana cu drept de semnatura, daca acesta a primit mandat in acest sens.

2. Inchiderea Contului curent la solicitarea Clientului va fi efectuata numai dupa achitarea de catre acesta a tuturor sumelor pe care le datoreaza Bancii, si cu conditia ca respectivul Cont curent sa nu aiba produse utilizate atasate (conturi de depozite, carduri business, credite etc). In cazul existentei produselor utilizate pe Contul curent pe care Clientul solicita a fi inchis, acesta va solicita si inchiderea produselor

Payment Operations initiated this way.

4. In case of AISP, the procedure for expressing the consent for the provision of information related to the Client's Accounts opened with the Bank is the one agreed between the Client and AISP.

The Bank has the obligation to communicate with the AISP in security conditions, providing it with information on the Client's payment Accounts accessible online.

The Bank shall not charge the Client for this service.

D. PROOF OF OPERATION AND ACCOUNT STATEMENT

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

2. The statements shall be issued by default on a monthly, fortnightly, weekly or daily basis, according to the Client's instruction expressed in the Application for the Opening of a Current Account/Bank Application Form/Client Data Update Form/Account Statement Data Modification Form, are valid without the signature of representatives or Bank's stamp. Moreover, the Bank may issue account statements whenever the Client requests so. These will be charged according to the «*List of Rates and Fees in RON and Foreign Currency for Self-Employed Persons/Authorized Professionals*».

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

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

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

E. ACCOUNT CLOSURE. TERMINATION OF RELATIONSHIPS WITH THE BANK

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

2. Closing the Current Account upon Client's request will only be carried out after it pays all the amounts owed to the Bank, and provided that such Current Account does not have used products attached (deposit accounts, business cards, loans etc.). In case of existence of used products on the Current Account that the Client requests to be closed, it shall also request the closure of such products according to their specific regulations. If the Current Account has card(s)

respective conform reglementarilor specifice acestora. In cazul in care contul curent are atasat/e card/uri, inchiderea se va face dupa 30 de zile calendaristice de la renuntarea/blocarea tuturor cardurilor atasate. Acest termen, in cazul in care exista refuzuri la plata in curs de rezolvare, se prelungeste pana la 45 zile calendaristice.

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

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

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

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

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

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

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

9. Prin exceptie de la prevederile art. 7. Banca poate inchide Contul curent al Clientului, automat si

attached, closure shall be made after 30 calendar days from renunciation/blocking of all cards attached. In case there are payment refusals pending settlement, this deadline is extended up to 45 calendar days.

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

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

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

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

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

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

8. By the date of actual closure of the Current Account, as per Art. 6, the Client shall set in order the amounts in such Current Account, by ordering their transfer into another account with another bank, or by withdrawing them in cash. If the Client does not choose any of these two options until the date of actual closure of the Current Account, the Client declares that it took note and agrees that the Bank closes the account automatically. The amounts existing in the account on the closure date will be kept available for the Client in one of the Bank's accounts and if such amounts on the account closure date are less than EUR 1000 (or the equivalent in RON or another currency), they will be recorded as Bank revenues. On the amounts resulting from the closure of the Client's account, as mentioned above, will not be applied interest from the moment of closing the account.

9. By way of exception from the provisions of art. 7, the Bank may close the Current Account of the Client

fara nici o notificare prealabila in situatia in care sunt indeplinite cumulativ urmatoarele conditii:

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

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

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

CAPITOLUL III. DREPTURILE SI OBLIGATIILE PARTILOR

A. Drepturile Clientului

1. Sa se aplice pentru disponibilul pastrat in Conturile sale deschise la Banca dobanda stabilita conform «*Ghidului dedobanzi standard pentru Persoane Fizice Autorizate/ Profesii Liberale*», *daca este cazul.*

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

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

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

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

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

7. Sa primeasca de la Banca mesaje electronice prin care sa fie informat cu privire la comisiunile de conversie monetara, *daca este cazul*, si cursul de schimb valutar aplicabil operatiunilor efectuate cu cardul intr-o moneda din UE diferita de cea a Contului atasat cardului, pe oricare dintre canalele de comunicare stabilite conform Contractului, precum si sa renunte la primirea acestor mesaje electronice. Renuntarea la mesajele de informare cu privire la conversia valutara si la cursul de schimb poate fi facuta atat de Rezentantul Legal cat si de utilizatorii cardurilor aparinand Clientului.

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

automatically and without prior notification if the following conditions are met cumulatively:

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

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

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

CHAPTER III. RIGHTS AND OBLIGATIONS OF THE PARTIES

Rights of the Client

1. To be applied, for the available funds kept in its Accounts opened with the Bank, the interest set according to the «*Standard Interest Rates Guide for Self-Employed Persons/Authorized Professionals*», *where appropriate.*

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

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

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

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

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

7. To receive from the Bank electronic messages with the conversion charges, *if the case*, and the exchange rate applicable to card-based transactions in an EU currency that is different from the currency of the Account corresponding to the card, on any means of communication established in accordance with the Contract, as well as to opt out of receiving these electronic messages. The cancellation of the information messages regarding the currency conversion and the exchange rate can be made both by the Legal Representative and by the users of the cards belonging to the Client.

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

B. Obligatiile Clientului

1. Sa cunoasca si sa respecte prezentul Contract cu privire la efectuarea Operatiunilor in Conturile sale deschise la Banca, precum si cu privire la orice serviciu si/ sau produs al carui beneficiar este.
2. Sa utilizeze Conturile sale pentru efectuarea de Operatiuni de plata folosind doar formularele standard ale Bancii. Acestea trebuie sa fie corect completate si sa reflecte operatiuni reale, Clientul fiind pe deplin raspunzator pentru aceasta.
3. Sa furnizeze corect Bancii informatiile si documentele pe care aceasta i le solicita, in scopuri precum urmatoarele, dar fara a se limita la acestea: **(i)** deschiderea unui Cont, contractarea unui produs sau serviciu al Bancii, **(ii)** efectuarea operatiunilor dispuse de Client, **(iii)** clarificarea operatiunilor efectuate in Contul sau in numele Clientului, **(iv)** in scopul actualizarii datelor Clientului cu o anumita frecventa stabilita in ani sau ca urmare a unor schimbari de circumstante.

Documentele justificative solicitate de Banca pot avea in vedere elementele de identificare a Clientului, statutul juridic al acestuia, al Persoanelor cu drept de semnatura sau al Beneficiarului Real, sursa fondurilor utilizate prin Conturi sau alte informatii relevante pentru Banca. Neprezentarea documentelor justificative poate conduce la incetarea relatiilor de afaceri din initiativa Bancii.

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

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

4. Sa anunte Banca in cazul intervenirii oricarui fapt care produce modificari in statutul juridic avut in vedere initial, inclusiv informatiile CRS si FATCA, (ex. rezidenta (rezidentele) fiscale inclusiv codul NIF/ TIN, statutul FATCA/CRS sau/ si, dupa caz, informatiile privind persoanele care controleaza entitatea, Beneficiarii Reali), sau a oricarei modificari referitoare la Reprezentantul Legal, Persoana cu drept de semnatura si/ sau Delegat, modificari cu privire la limitele mandatului primit sau la datele lor de identificare (ex. date identificare Client, Reprezentant Legal, Persoana cu drept de semnatura, Delegatul, statut juridic, revocare imputernicire etc.) si sa inlocuiasca in mod corespunzator actele prezentate initial, in maxim 30 de zile de la data modificarii respective.

Clientul are obligatia sa informeze BRD cu privire la orice modificare a circumstantelor sale in ceea ce priveste autocertificarea (declaratia pe proprie raspundere) in scop FATCA, in termen de 90 de zile calendaristice de la aparitia acesteia si sa furnizeze o

B. Obligations of the Client

1. To know and comply with this Contract regarding the performance of Operations in its Accounts opened with the Bank, as well as any service and/or product whose beneficiary it is.
2. To use its Accounts in order to make Payment Operations by using only the standard forms of the Bank. These must be correctly filled in and reflect real operations, the Client being fully liable in this respect.
3. To provide the Bank with the information and documents it requires for the purposes of, but not limited to, the following: **(i)** opening an Account, contracting a product or service of the Bank, **(ii)** performing the operations ordered by the Client **(iii)** clarifying the operations performed in the Account or on behalf of the Client, **(iv)** for the purpose of updating the Client's data at a certain frequency set in years or as a result of changed circumstances.

The supporting documents requested by the Bank may take into account the identification elements of the Client, its legal status, of the Persons entitled to sign or of the Beneficial Owner, the source of funds used through Accounts or other relevant information for the Bank. Failure to submit the supporting documents may lead to termination of business relationships at the Bank's initiative.

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

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

4. To announce the Bank in case of occurrence of any event that causes changes in the initially considered legal status, including CRS and FATCA information, (e.g. tax residency(ies) including NIF/TIN code, FATCA/CRS status or/ and, if applicable, information on controlling parties, Beneficial Owners), or of any change with regard to the Legal Representative, Persons entitled to sign and/or Delegate, changes in the limits of the received mandate or their identification data (e.g. identification data of the Client, Legal Representative, Persons entitled to sign, Delegate, legal status, revocation of mandate etc.) and to duly replace the initially submitted documents in maximum 30 days from the date of such change.

The Client has the obligation to inform the BRD of any change in its circumstances regarding FATCA self-certification (declaration on one's own responsibility) within 90 calendar days of its occurrence and to provide

noua autocertificare valabila in acelasi termen. Pana la data primirii de catre Banca a acestor modificari din partea Clientului, inclusiv dovada indeplinirii formalitatilor de inregistrare la Registrul Comertului, Banca este indreptatita sa considere informatiile si datele de identificare aflate in posesia sa ca fiind valide. Banca nu este in nici un fel raspunzatoare pentru eventualele prejudicii cauzate ca urmare a necomunicarii in timp util si in conditii de siguranta a modificarilor/ completarii aparute, sau in cazul in care acestea au fost comunicate Bancii de catre Client fara a fi urmate de inscrisuri doveditoare conform solicitarii Bancii.

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

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

7. Sa achite la termen comisioanele, spezele si dobanzile bancare aferente operatiunilor efectuate si produselor detinute, conform «Listei de Tarife si Comisioane in Lei si Valuta pentru Persoane Fizice Autorizate/Profesii Liberale» si «Ghidului de dobanzi standard pentru Persoane Fizice Autorizate/Profesii Liberale», in vigoare la momentul efectuarii Operatiunilor, existente la sediile Bancii.

8. Sa efectueze Operatiuni de plata in limita disponibilului din Cont, si sa tina cont inclusiv de valoarea comisioanelor si spezelor aferente administrarii Conturilor si Operatiunilor efectuate. In vederea executarii unui Ordin de plata de catre Banca, Clientul platitor are obligatia de a asigura in Contul indicat in respectivul Ordin de plata, fondurile necesare pentru efectuarea platii sumei inscrite in Ordinul de plata precum si pentru plata comisioanelor aferente, inainte de data procesarii. In cazul unui sold insuficient in Contul Curent, in scopul decontarii unei operatiuni de transfer credit in valuta sau transfer in RON extern realizate prin canalele de banca la distanta care se proceseaza in data diferita de cea a inregistrarii operatiunii de catre Banca, Clientul intelege si agreeaza faptul ca pe Contul Curent se va inregistra un Descoperit neautorizat de cont.

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

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

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

12. Sa utilizeze Instrumentele de debit cu respectarea legislatiei in vigoare privind cecul, cambia si biletul la ordin si a reglementarilor in vigoare privind organizarea si functionarea la BNR a CIP, cu modificarile ulterioare, sa asigure disponibilul necesar decontarii acestora la data emiterii (in cazul cecului), respectiv la data scadentei (in cazul cambiilor si biletelor la ordin), inca de la inceputul Zilei lucratoare, sa restituie Bancii formularele instrumentelor de debit (cec, cambie, bilet la ordin) neutilizate (inclusiv cele gresit completate) puse la dispozitie sa de catre Banca. In cazul pierderii, sustragerii sau distrugerii instrumente de debit (cecurilor, cambiilor sau biletelor la ordin), Clientul trebuie sa se adreseze instantelor de judecata

a new valid self-certification within the same period. Until the Bank receives such changes from the Client, including the proof that the registration formalities with the Trade Register have been duly performed, the Bank is entitled to consider the information and identification data in its possession as valid. The Bank is in no way liable for the potential prejudice caused following the failure to promptly notify and under safe conditions of such changes/ completions, or in case the same were notified to the Bank by the Client without being followed by documentary evidence as per the Bank's request.

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

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

7. To pay on time the fees, charges and interests related to the operations made and the products held, according to the «List of Rates and Fees in RON and Foreign Currency for Self-Employed Persons/Authorized Professionals», and to the «Standard Interest Rates Guide for Self-Employed Persons/Authorized Professionals», in force at the time of performing the Operations and existing in the Bank units.

8. To make Payment Operations within the limit of the funds available in the Account, and to take into account inclusively the amount of the fees and charges for the management of the Accounts and of the performed Operations. For the Bank to process a Payment Order, the Paying Client shall make sure, before the processing date, that the Account indicated in such Payment Order holds the necessary funds to make the payment of the amount indicated in the Payment Order, as well as of the related fees. In the case of an insufficient Current Account balance, for the purposes of settling a foreign currency credit transfer or foreign RON transfer made through online banking channels, which are processed on a different date than the registration of the transaction by the Bank, the Client understands and agrees that an Unauthorized Overdraft will be registered on the Current Account.

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

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

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

12. To use the Debit Instruments in compliance with the legislation in force with regard to cheques, bills of exchange and promissory notes and with the regulations in force on the organization and functioning of the Payment Incidents Register (PIR) within the National Bank of Romania (NBR), as amended, to ensure the necessary funds for their settlement on the issuance date (for cheques) or on the due date (for bills of exchange and promissory notes), from the beginning of the Working Day, to return to the Bank the debit instrument forms (cheque, bill of exchange, promissory note) unused (including those filled in incorrectly) made available by the Bank. In case of loss, theft or destruction of debit instruments (cheques, bills of

abilitate, conform legislatiei in vigoare, sa informeze Banca in legatura cu instrumentele de debit aflate in aceasta situatie si sa prezinte copie legalizata a hotararii judecatoresti executorii de anulare a respectivelor instrumente la ghiseul unitatii Bancii care le-a eliberat. Daca un detinator introduce pe circuitul bancar un instrument de debit pentru care s-a solicitat instantei anularea, atunci plata instrumentului, inainte ca Banca sa fie notificata despre hotararea judecatoreasca executorie de anulare, elibereaza Banca de obligatia de plata, chiar daca aceasta a fost instiintata cu privire la introducerea in instanta a cererii de anulare.

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

14. Clientul autorizeaza in mod irevocabil si neconditionat Banca sa retina, fara ca aceasta sa constituie o obligatie pentru Banca, din orice cont al Clientului deschis sau/ce va fi deschis la Banca, Cont curent sau Cont de depozit, chiar si neajuns la termen, orice sume scadente datorate Bancii, sau aferente serviciilor financiare furnizate de aceasta in mandat, sau prime de asigurare etc., fara notificarea prealabila a Clientului, inclusiv prin efectuarea de schimburi valutare intre conturile Clientului, utilizand cursul de schimb propriu, in vederea recuperarii obligatiilor de plata respective, in moneda in care acestea trebuie platite. In cazul conturilor de depozit neajunse la termen, sumele ramase in urma achitarii obligatiilor de plata ale Clientului fata de Banca vor fi automat transferate in Contul curent prin intermediul caruia s-a constituit depozitul si le va fi aplicata dobanda corespunzatoare unui Cont curent.

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

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

16. Sa prezinte, la cererea Bancii, documentele pe care aceasta i le solicita, intr-o forma admisa in proceduri judiciare, de exemplu, apostilate/ supralegalizate sau traduse legalizat in limba romana.

17. Sa aduca imediat la cunostinta Bancii orice restrictii/ limitari/ interdictii care il privesc pe Client sau Conturile acestuia si informeaza Banca imediat cu privire la orice Sanctiune aplicabila acestuia, unei entitati din grupul Clientului sau unui administrator, director, agent, angajat al oricareia dintre aceste entitati, impreuna cu descrierea circumstantelor.

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

19. Clientul intelege si accepta posibilitatea ca, in

exchange or promissory notes), the Client shall refer to the competent courts, according to the legislation in force, inform the Bank in connection with such debit instruments and submit an authenticated copy of the enforceable court judgment for the annulment of such instruments to the Bank unit that has issued them. In case a holder introduces in the banking circuit a debit instrument in relation to which annulment was filed with the court, then the payment of the instrument before the Bank is notified about the enforceable court judgment of annulment, will release the Bank from the payment obligation, even if it was notified about the filing of the application for annulment with the court.

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

14. The Client irrevocably and unconditionally authorizes the Bank to retain, without this constituting an obligation for the Bank, from any account of the Client opened or to be opened at the Bank, whether a Current Account or a Deposit Account, even if not due at term, any amounts owed to the Bank, or related to the financial services provided by it under the mandate, or insurance premiums, etc., without prior notification to the Client, including by conducting currency exchanges between the Client's accounts, using Bank's own exchange rate, in order to recover the respective payment obligations, in the currency in which they are due. In the case of deposit accounts before the end of term, the amounts remaining after the payment of the Client's obligations to the Bank shall be automatically transferred into the Current Account through which the deposit was made, and will receive an interest rate corresponding to a Current Account will be applied.

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

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

16. To submit, at the Bank's request, the documents it requires, in a form accepted in legal proceedings, for example, apostilled/ superlegalized or in legalized translation into Romanian.

17. To immediately inform the Bank on any restrictions/limitations/prohibitions concerning the Client or its Accounts and to inform the Bank immediately of any Sanction applicable to him, an entity in the Client's group or a director, officer, agent or employee of any such entity, together with a description of the circumstances.

18. To verify and report to the Bank any Operation in its Accounts it deems unjustified, including errors/omissions from the account statement as soon as possible from the finding, but no later than within 10 (ten) Working Days of the date of issuance of the account statement. Any notification made after the expiry of the 10 (ten) Working Days shall not be considered.

19. The Client understands and accepts the

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

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

21. Sa completeze si sa prezinte, atat la intrarea in relatie cu banca cat si la actualizarea datelor si informatiilor personale, formularele FATCA solicitate de catre Banca. Clientul este obligat sa completeze si sa prezinte, atat la intrarea in relatie cu Banca cat si la actualizarea datelor, informatiile privind autocertificarea FATCA si CRS, precum si statusul FATCA si CRS conform legislatiei in vigoare, inclusiv pentru Beneficiarii Reali in cazul Entitatilor Straine Nefinanciare Pasive.

22. Clientul este de acord ca Banca sa raporteze catre autoritati orice informatii cu privire la datele de identificare, conturile financiare curente si viitoare ale acestuia, inclusiv numarul/ numerele de cont, soldul sau valoarea contului/ conturilor, orice venituri generate in legatura cu activele detinute in cont/ conturi, precum si orice alte informatii prevazute de Codul de Procedura Fiscala pot fi raportate de Banca catre (i) orice autoritate catre care Banca este obligata sa furnizeze informatii, inclusiv fiscale si cod NIF/ TIN aferent, (ii) orice alte entitati pe care Banca le considera relevante in conformitate cu reglementarile FATCA si CRS, pentru a preveni o potentiala incalcare a acestor reglementari si (iii) orice entitate catre care Banca decide sa acrediteze toate sau o parte din obligatiile de raportare FATCA si CRS, inclusiv catre orice companie care, la momentul comunicarii informatiilor, apartine Grupului Société Générale.

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

24. Sa respecte dispozitiile legale aplicabile, inclusiv cele referitoare la subscrierea capitalului social.

25. Clientul a luat la cunostinta Politicile Sectoriale si Politicile CSR aplicabile activitatii sale, recunoaste ca acestea sunt conforme cu obiectivele sale de gestionare a Riscului Social si de Mediu al activitatii Clientului si se angajeaza in mod expres, in deplina cunostinta de cauza, sa le respecte.

26. Clientul se angajeaza sa transmita sau sa puna la dispozitia Bancii informatiile pe care aceasta le solicita

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

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

21. To fill in and submit, both upon starting the relationship with the Bank and upon updating the personal data and information, the FATCA forms requested by the Bank. The Client is required to fill in and submit, both upon starting the relationship with the Bank and upon updating the personal data, FATCA and CRS self-certification information, as well as FATCA and CRS status according to the legislation in force, including for Real Beneficiaries in the case of Passive Non-Financial Foreign Entities.

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

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

24. To comply with the applicable legal provisions, including the ones related to capital share subscription.

25. The Client acknowledges the Sector Policies and CSR Policies applicable to their activity, recognizes that these are in line with their objectives for managing the Social and Environmental Risk of the Client's activity, and expressly commits, with fully aware, to comply with them.

26. The Client commits to provide or make available to the Bank the information that it requests to carry out the

pentru a efectua evaluarile necesare cu privire la Riscul Social si de Mediu al activitatii Clientului.

C. Drepturile Bancii

1. Sa stabileasca/ modifice cuantumul minim necesar deschiderii si mentinerii Conturilor curente.
2. Sa refuze deschiderea de Conturi sau efectuarea de Operatiuni dispuse de Clienti, in cazul in care nu sunt indeplinite toate criteriile prevazute de legislatia in vigoare cu privire la cunoasterea clientelei.
3. Sa solicite Clientului documente privind scopul serviciilor bancare ce urmeaza a se derula prin intermediul Bancii.
4. Sa solicite in scris si sa obtina orice fel de informatii pe care le considera necesare referitor la Client, inclusiv informatii despre Reprezentant Legal, Persoana cu drept de semnatura, Delegatul, sau operatiuni pe care acesta le desfasoara, in situatiile in care Banca apreciaza ca informatiile detinute nu sunt complete sau corecte sau sunt contradictorii.
5. Sa suspende efectuarea oricarei Operatiuni in Conturile Clientului, incepand cu data solicitarii mentionate la punctul 4, pana la primirea informatiilor cerute. In situatia in care Clientul nu furnizeaza informatiile sau in cazul in care se constata ulterior ca informatiile furnizate nu corespund realitatii sau sunt incomplete, Banca isi rezerva dreptul sa reconsidere relatia cu Clientul, inclusiv prin incetarea relatiilor comerciale.
6. Sa ia in considerare orice incasare efectuata in favoarea Clientului, de la data inregistrarii sumei in respectivul Cont.
7. Sa modifice unilateral « *Lista de Tarife si Comisioane in Lei si Valuta pentru Persoane Fizice Autorizate/ Profesii Liberale* » si sa il informeze pe acesta de schimbarile survenite prin afisarea la unitatile Bancii si pe pagina de internet a Bancii, la adresa: www.brd.ro.
8. Sa retina, fara ca acesta sa constituie o obligatie pentru Banca, din orice Cont al Clientului, cont curent sau cont de depozit, comisioanele, dobanzile, spezele bancare precum si ratele de credit restante si scadente, sumele reprezentand Descoperit Neautorizat de cont sau orice alta datorie a Clientului fata de Banca, fara avizarea prealabila a acestuia, in cazul in care in Contul indicat de Client pentru debitarea acestora nu se gasesc sumele necesare pentru acoperirea acestor cheltuieli. Daca este cazul, sa efectueze Operatiuni de schimb valutar la Cursul de schimb propriu pentru a compara valuta/ Lei si a alimenta Contul curent al Clientului in valuta/ Lei. Clientul nu va fi exonerat de plata eventualelor penalitati pentru sumele datorate si nici nu va fi scutit de inregistrarea sa la entitatile ce colecteaza date privind bonitatea clientilor.
9. Sa efectueze plati din Conturile Clientului, deschise la Banca, fara acordul acestuia, pe baza de hotarari judecatoresti definitive si executorii, si a altor titluri executorii prevazute de lege, la solicitarea entitatilor indreptatite si conform legislatiei in vigoare.
10. Sa blocheze Contul Clientului in cazul in care: (a) Clientul nu alimenteaza timp de 3 luni consecutive Contul pe care beneficiaza de un Descoperit autorizat blocand in acelasi timp utilizarea cardului. Contul Curent va fi deblocat imediat ce cauza care a condus la blocarea sa inceteaza, iar cardul va putea fi

necessary assessments regarding the Social and Environmental Risk of the Client's activity.

C. Rights of the Bank

1. To establish/modify the minimum amount necessary for opening and maintaining Current Accounts.
2. To refuse to open Accounts or to perform the Operations ordered by Client if not all the criteria provided by the legislation in force on know your Client are met.
3. To request from the Client documents on the purpose of the banking services to be performed through the Bank.
4. To request in writing and to obtain any information it deems necessary regarding the Client, including information about the Legal Representative, the Authorized Signatory, the Delegate, or about operations it conducts, if the Bank considers that the information it holds is not complete or accurate or is contradictory.
5. To suspend the performance of any Operations in the Client's Accounts, starting with the date of the request mentioned in point 4 until the receipt of the requested information. Should the Client fail to provide the information or if later it is found that the information provided does not reflect the reality or is incomplete, the Bank reserves the right to reconsider the relationship with the Client, including by terminating the business relations.
6. To consider any receipt in favor of the Client as of the date of registration of the amount in such Account.
7. To modify unilaterally the « *List of Rates and Fees in RON and Foreign Currency for Self-Employed Persons/Authorized Professionals* » and to inform the Client of the occurred changes by displaying it in the Bank units and on the Bank's website, at the address: www.brd.ro.
8. To retain, without this being an obligation for the Bank, from any Account of the Client, be it Current Account or deposit account, the fees, interests, banking charges, amounts representing Unauthorized Overdraft and overdue credit installments or any debt of the Client to the Bank, without prior notice, if the Account indicated by the Client for debiting such amounts does not hold sufficient funds to cover the said expenses. Where appropriate, to perform currency exchange Operations at the own Exchange Rate to purchase foreign currency/RON and feed the Current Account of the Client in foreign currency/RON. The Client shall not be exempt from the payment of potential penalties for the amounts owed, nor will it be exempt from its registration with the entities collecting data on Clients' creditworthiness.
9. To make payments from the Client's Accounts opened with the Bank, without its consent, based on final and enforceable court judgments and other enforcement orders provided by law, at the request of the entitled entities and according to the legislation in force.
10. To block the Client's Account in the event where: (a) the Client does not feed for 3 consecutive months the Account on which it benefits from an Authorized Overdraft at the same time, blocking the use of the card. The Current Account will be unlocked as soon as the cause that led to its lock ceases and the

utilizat a doua zi de la deblocarea cardului; (b) se inregistreaza Descoperit neautorizat de cont.

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

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

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

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

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

16. Banca poate compensa orice obligatie scadenta a Clientului datorate Bancii cu orice obligatie de plata a Bancii fata de Client, indiferent de locul platii, sucursala la care s-a facut plata sau moneda oricarei obligatii. Daca obligatiile sunt in monede diferite, Banca poate converti oricare dintre obligatii intr-o alta moneda, astfel incat sa poata opera compensatia, folosind rata de schimb pe care Banca o foloseste la data compensarii, in cursul normal al activitatilor sale pentru tranzactii similare.

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

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

19. Sa suspende efectuarea oricarei Operatiuni in conturile Clientului, in cazurile in care acesta isi inceteaza existenta (prin fuziune, divizare totala; faliment, dizolvare cu lichidare, radiere etc) incepand cu data la care se aduce bancii la cunostinta sau incepand cu data la care banca ia cunostinta, prin orice alta modalitate, de interventia unui astfel de eveniment. Banca nu va raspunde pentru nici un prejudiciu datorat operatiunilor in conturile Clientului fiind exonerata de orice fel de obligatie fata de acesta pana la momentul in

card can be used the next day after the card is unlocked; (b) an Unauthorized Overdraft is registered.

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

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

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

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

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

16. The Bank may offset any outstanding obligation of the Client to the Bank with any payment obligation of the Bank to the Client, irrespective of the place of payment, the branch where the payment was made or the currency of any obligation. If the obligations are in different currencies, the Bank may convert any of the obligations into another currency, so that it can operate the offset, using the exchange rate the Bank uses on the offset date in the normal course of its activities for similar transactions.

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

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

19. To suspend the performance of any Operation in the Client's Accounts, in cases where it ceases its existence (by merger, full division; bankruptcy, dissolution with winding-up, deregistration etc.) from the date when it informs the bank or from the date when the bank takes note, by any other means, of the occurrence of such event. The Bank shall not be liable for any damage caused by operations in the judgments Client's Accounts, being exempt of any obligation in

care Clientul, prin reprezentantii sai sau orice alte persoane indreptatite, aduce la cunostinta de interventia unui caz de incetare a existentei conform celor mentionate anterior. Sumele existente in conturile Clientului la momentul suspendarii dreptului de a face operatiuni pe cont se vor elibera numai la cererea persoanelor indreptatite si numai in baza unor documente justificative prezentate de acestia care atesta dreptul de a retrage sumele din conturile Clientului.

20. Banca isi rezerva dreptul de a refuza initierea relatiei de afaceri, de a nu permite contractarea sau derularea de produse si servicii (inclusiv prin blocarea conturilor Clientului) sau suspendarea efectuării oricarei operatiuni in conturile Clientului), precum si de a inchide relatia de afaceri daca:

(i) Clientul nu pune la dispozitie informatiile necesare actualizarii datelor, informatiile sunt incomplete, sau contin erori; sau

(ii) Banca are suspiciuni cu privire la persoanele care opereaza pe Cont, la natura/ caracterul fraudulos al Operatiunii, si de asemenea, in cazul in care documentele care stau la baza acesteia prezinta elemente suspecte; sau

(iii) Clientul nu transmite sau nu pune la dispozitia Bancii informatiile pe care aceasta le solicita pentru efectuarea evaluarilor necesare cu privire la Riscul Social si de Mediu al activității Clientului; sau

(iv) Clientul si/sau o entitate din grupul Clientului desfasoara, direct sau indirect, in nume propriu sau in numele oricaruia dintre clientii, partenerii sau afiliatii sai, activitati care prezinta un Risc Social si de Mediu. In oricare din aceste situatii, Banca nu va fi raspunzatoare pentru nicio cheltuiala, pierdere, cost sau dauna intampinata, suferita sau platita de Client in legatura cu masurile luate de catre Banca.

21. Banca poate suspenda pentru Clientul Inactiv Comercial perceperea anumitor comisioane datorate de Client, precum: comisionul pentru administrarea contului curent/pachetului de produse si servicii/cardului de debit business, etc. In cazul in care Clientul redevine Client Activ Comercial, Banca poate relua perceperea acestor comisioane, conform «*Lista de Tarife si Comisioane in Lei si Valuta pentru Persoane Juridice*» in vigoare la momentul reluării perceperei comisioanelor si/sau a conditiilor agreeate prin contractele specifice.

D. Obligatiile Bancii

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

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

3. Sa ia toate masurile necesare astfel incat Elementele de securitate personalizate ale Instrumentului de plata sa nu fie accesibile altor parti in

relation to it until the moment when the Client, through its representatives or any other entitled persons, informs on the occurrence of a case of termination of existence according to the aforementioned. The amounts existing in the Client's Accounts at the time of suspension of the right to carry out operations in the account shall only be released at the request of entitled persons and only based on supporting documents presented by them certifying the right of withdrawing the amounts from the Client's Accounts.

20. The Bank reserves the right to refuse to initiate the business relationship, to prevent the contracting or execution of products and services (including by blocking the Client's accounts), or to suspend the execution of any operation in the Client's accounts, as well as to terminate the business relationship if:

(i) The Client does not provide the necessary information for updating the data, the information is incomplete, or contains errors; or

(ii) The Bank has suspicions regarding the persons operating on the Account, the fraudulent nature/character of the Operation, and also if the documents underlying it exhibit suspicious elements; or

(iii) The Client does not transmit or provide the information requested by the Bank for carrying out the necessary assessments regarding the Social and Environmental Risk of the Client's activity; or

(iv) The Client and/or an entity within the Client's group conducts, directly or indirectly, in its own name or on behalf of any of its clients, partners, or affiliates, activities that present a Social and Environmental Risk.

In any of these situations, the Bank shall not be liable for any expenses, losses, costs, or damages incurred, suffered, or paid by the Client in connection with the measures taken by the Bank.

21. The Bank may suspend the charging of certain fees owed by the Inactive Commercial Client, such as: the fee for managing the current account/product and service package/business debit card, etc. If the Client becomes an Active Commercial Client again, the Bank may resume charging these fees, according to the "List of Fees and Commissions in Lei and Foreign Currency for Legal Entities" in effect at the time of resuming the charging of fees and/or the conditions agreed upon in specific contracts.

D. Obligations of the Bank

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

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

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

afara Clientului care are dreptul de utilizare a respectivului Instrument de plata.

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

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

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

7. Sa afiseze «*Lista de Tarife si Comisioane in Lei si Valuta pentru Persoane Fizice Autorizate/ Profesii Liberale*» la sediul unitatilor Bancii si pe pagina de internet a Bancii, la adresa: www.brd.ro.

8. Sa aplice pentru disponibilul pastrat in Conturile Clientului deschise la Banca, dobanda stabilita conform «*Ghidului de dobanzi standard pentru Persoane Fizice Autorizate/ Profesii Liberale*», afisat, disponibil la sediile Bancii si pe pagina de internet a Bancii, la adresa: www.brd.ro. Dobanda pentru disponibilitatile pe contul curent se calculeaza in baza unui an calendaristic de 365 zile.

9. Banca va putea retine din conturile Clientului si va putea plati catre terti sume datorate acestora, fara consimtamantul Clientului, daca au fost instituite Masuri de Indisponibilizare (asiguratorii/ executorii), inclusiv prin poprire, pe conturile Clientului, nefiind tinuta a analiza sursa si natura sumelor de bani. Platile se vor realiza din soldurile creditoare ale conturilor Clientului rezultate dupa eventuala compensare cu obligatiile de plata ale Clientului fata de Banca, conform art. 2185 Cod Civil. In cazurile prevazute mai sus, Banca are dreptul ca fara acordul si instiintarea prealabila a Clientului sa desfiinteze la/inainte de scadenta depozitele constituite de Client si sa debiteze sumele datorate. Pentru sumele ramase in urma achitarii obligatiilor de plata ale Clientului, Banca este mandata sa reconstituie depozitul pe aceeasi perioada si de acelasi tip ca si cel desfiintat. Depozitele exceptate sunt urmatoarele: Conturile de tip Escrow, Conturile de cash colateral, Conturile cu garantie de buna executie, Conturile in care sunt constituite garantiile de gestiune, Conturile cu destinatie speciala (cecuri, ordine de plata, acreditive, cash colateral pentru alte destinatii emise anterior instituirii popriirii), alte conturi cu afectatiuni speciala sau care nu pot face obiectul executarii silitite. In cazul in care aceste sume vor necesita schimbarea unei valute in alta, o astfel de schimbare se va efectua la cursul de schimb aplicat de Banca in ziua si la momentul efectuarii operatiunii. In toate aceste situatii Clientul va fi instiintat de catre Banca, dupa efectuarea operatiunii, prin Extrasul de cont.

10. Banca are dreptul de a retine din conturile Clientului orice suma datorata Bancii, fara a fi necesar consimtamantul acestuia. In cazurile prevazute mai sus, Banca are dreptul ca fara acordul si instiintarea prealabila a Clientului sa desfiinteze inainte de termen depozitele constituite de Client si sa debiteze sumele datorate. Pentru sumele ramase in urma achitarii obligatiilor de plata ale Clientului, Banca este mandata sa reconstituie depozitul pe aceeasi

Instrument.

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

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

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

7. To display the «*List of Rates and Fees in RON and Foreign Currency for Self-Employed Persons/Authorized Professionals*» in the Bank units and on the Bank's website, at the address: www.brd.ro.

8. To apply for the available funds in the Client's Accounts opened with the Bank, the interest established according to the «*Standard Interest Rates Guide for Self-Employed Persons/Authorized Professionals*», available at the Bank's units and on the website of the Bank, at the address: www.brd.ro. The interest for available funds on the current account shall be calculated based on a calendar year of 365 days.

9. The Bank may withhold from the Client's accounts and may pay to third parties sums due to them, without the Client's consent, if there are (injunctive/enforcement) measures of seizure in place on the Client's accounts, including by garnishment, and is not required to analyse the source and nature of the sums of money. Payments shall be made from the credit balances of the Client's accounts resulting from the possible set-off with the Client's payment obligations to the Bank, pursuant to art. 2185 of the Civil Code. In the cases mentioned above, the Bank shall have the right, without the Client's prior consent and notification, to cancel the Client's deposits prior/on maturity and to debit the amounts due. For the amounts remaining after the payment of the Client's payment obligations, the Bank is authorized to replenish the deposit for the same period and of the same type as the one cancelled. The following deposits are exempted: Escrow accounts, collateral cash accounts, accounts with performance guarantee, accounts in which management guarantees are constituted, accounts with special purpose (cheques, payment orders, letters of credit, collateral cash for other purposes issued prior to the establishment of the garnishment), other accounts with special purpose or which cannot be subject to foreclosure/enforcement measures. In the event that these amounts require the exchange of one currency into another, such exchange shall be made at the exchange rate applied by the Bank on the day and at the time of the operation. In all these situations, the Client will be notified by the Bank, after the operation has been carried out, by means of the Account Statement.

10. The Bank has the right to withhold from the Client's accounts any amount due to the Bank without the Client's consent. In the cases mentioned above, the Bank shall be entitled, without the Client's prior consent and notification, to withdraw the Client's deposits before the due date and to debit the amounts due. For the amounts remaining after the payment of the Client's payment obligations, the Bank is authorised to

perioada si de acelasi tip ca si cel desfiintat. Depozitele exceptate sunt urmatoarele: Conturile de tip Escrow, Conturile de cash colateral, Conturile de garantie de buna executie, Conturile in care sunt constituite garantiile de gestiune, Conturile cu destinatie speciala (cecuri, ordine de plata, acreditive, cash colateral pentru alte destinatii emise anterior instituirii popririi), alte conturi de depozit cu afectatiune speciala sau care nu pot face obiectul executarii silitite.

11. Banca isi rezerva dreptul de a limita/ suspenda utilizarea cardului si de a indisponibiliza sumele aflate in conturile detinatorului, in anumite situatii, cum ar fi: popriri, sechestre, alte prevederi legale etc.

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

1. La intrarea in relatie cu Banca si oferirea unor servicii/ produse bancare, Banca solicita Clientului documente pentru verificarea identitatii acestuia, a Administratorului, a Reprezentantului Legal, a Persoanelor cu drept de semnatura, a Delegatilor, a structurii actionariatului, precum si pentru determinarea Beneficiarilor Reali, inclusiv autocertificarea FATCA si CRS. In cazul in care Clientul nu prezinta documentele solicitate sau nu le poate obtine din surse publice, Banca poate refuza intrarea in relatii de afaceri cu Clientul.

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

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

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

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

replenish the deposit for the same period and of the same type as the one cancelled. The following deposits are exempted: Escrow accounts, collateral cash accounts, performance guarantee accounts, accounts in which management guarantees are constituted, special purpose accounts (cheques, payment orders, letters of credit, collateral cash for other purposes issued prior to the establishment of the attachment), other deposit accounts with special purpose or which cannot be subject to foreclosure/enforcement measures.

11. The Bank reserves the right to limit/ suspend the use of the card and to make unavailable the amounts on the cardholder's accounts in certain situations, such as: garnishment, seizure, other legal provisions etc.

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

1. When a relationship is started with the Bank and upon offering banking services/products, the Bank requests the Client documents to verify its identity, of the Administrator, Legal Representative, Persons entitled to sign, Delegates, ownership structure and to determine the Beneficial Owners, including FATCA and CRS self-certification. If the Client fails to submit the requested documents or cannot obtain them from public sources, the Bank may refuse to start a business relationship with the Client.

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

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

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

4. If there are suspicions on the fact that a Client is not the Beneficial Owner of the amounts in the Client's Accounts and/or of the operation carried out through them, the Bank may request the Client to fill in an affidavit to declare the identity of the Beneficial Owner. Without having an obligation in this regard, the Bank may verify the declaration presented by referring to the

sens, Banca va putea verifica declaratia prezentata raportandu-se si la informatiile referitoare la Beneficiarii Reali existente in registrele publice

5. Banca isi rezerva dreptul de a refuza efectuarea Operatiunilor in si/sau din conturile Clientului sau de a inceta relatiile cu Clientul in cazul unor declaratii false sau daca are suspiciuni cu privire la realitatea/corectitudinea celor declarate de Client, inclusiv in cazul in care acestia prezinta Bancii Instrumente de plata care pot fi suspectate ca avand potential fraudulos, producand riscuri de plata, inclusiv acele Instrumente de plata care pot afecta decontarea acestora, acestea intrand sub incidenta sanctiunilor prevazute de legislatia in vigoare.

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

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

In cazul in care Clientul si/ sau o entitate din grupul Clientului sau un administrator, director, agent, angajat al oricarui dintre acestia, este supus unei Sanctiuni sau in cazul in care exista suspiciuni privind implicarea directa sau indirecta a Clientului sau a unei/ unor operatiuni ale sale in tari/ regiuni si/ sau cu persoane fizice si/ sau cu entitati care fac subiectul unui regim de Sanctiuni, Banca isi rezerva dreptul de a solicita orice informatii si/ sau documente suplimentare si/ sau de a bloca/ refuza efectuarea tranzactiilor in/ si din contul/ conturile Clientului si/ sau de a bloca fondurile sau resursele economice ale Clientului aflate la Banca si de a inceta relatia cu Clientul in baza Contractului, fara nicio formalitate suplimentara din partea Bancii. Clientul recunoaste ca o asemenea neexecutare din partea Bancii nu atrage dreptul Clientului de a nu-si executa toate obligatiile asumate fata de Banca.

Banca nu va fi raspunzatoare pentru nicio cheltuiala, pierdere, cost sau dauna intampinata, suferita sau platita de Client in legatura cu serviciile si/ sau produsele furnizate de Banca si pentru niciun prejudiciu pe care Clientul il poate suferi ca urmare deciziilor/ masurilor luate de catre autoritatile competente.

In scopul Contractului, prin "persoana/ entitate supusa unei Sanctiuni" se intelege persoana/ entitatea:

- a) inclusa pe orice lista de persoane pentru care s-au aplicat Sanctiuni;
- b) localizata in sau organizata in conformitate cu legile oricarei tari sau teritorii care sunt supuse Sanctiunilor;
- c) detinuta sau controlata direct sau indirect, asa cum este definit de Sanctiunea relevanta, de catre o persoana mentionata la literalele (a) sau (b) de mai sus; sau care este sau va fi odata cu expirarea unei perioade de timp, supusa in orice alt mod Sanctiunilor.

8. Clientul are obligatia ca la solicitarea Bancii, ori de cate ori este cazul sa prezinte documente referitoare la actualizarea datelor si informatiilor cu

information regarding the Beneficial Owners available in public registers

5. The Bank reserves the right to refuse the performance of Operations into and/or from the Client's Accounts or cease the relationships with the Client in case of false statements or if it has suspicions on the reality/accuracy of Client's statements, including if it presents to the Bank Payment Instruments that may be suspected as potentially fraudulent, producing payment risks, including those Payment Instruments that may affect their settlement, being subject to sanctions provided by the legislation in force.

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

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

If the Client and/ or an entity of the Client's group or a director, officer, agent, employee of any of them is subject to a Sanction or if there are suspicions of direct or indirect involvement of the Client or one or more of its operations in countries/ regions and/ or with natural persons and/ or entities subject to a Sanctions regime, The Bank reserves the right to request any additional information and/ or documents and/ or to block /refuse the processing of transactions in/ and from the Client's account(s) and/ or to block the Client's funds or economic resources held at the Bank and to terminate the relationship with the Client under the Contract, without any additional formality on the part of the Bank. The Client acknowledges that such non-performance by the Bank shall not entitle the Client not to perform all its obligations to the Bank.

The Bank shall not be liable for any expense, loss, cost or damage incurred, suffered or paid by the Client in connection with the services and/ or products provided by the Bank and for any damage that the Client may suffer as a result of decisions/measures taken by the competent authorities.

For the purpose of the Contract, "person/ entity subject to a Sanction" means the person/entity:

- (a) included on any list of persons to whom Sanctions have been applied;
- b) located in or organised under the laws of any country or territory which is subject to Sanctions;
- c) owned or controlled directly or indirectly, as defined by the relevant Sanctions, by a person referred to in (a) or (b) above; or which is or will be after the expiry of a period of time otherwise subject to the Sanctions.

8. At the Bank's request and whenever necessary, the Client will submit documents relating to the updating of data and information on changes in the identity of

privire la schimbarile intervenite in identitatea Clientului, structura actionariatului/ asociati, administrator, Reprezentant Legal, Persoane cu drept de semnatura, determinarea Beneficiarilor Reali, inclusiv cu privire la dobandirea unor calitati care determina aplicarea cerintelor de raportare FATCA sau CRS, etc. In situatia in care Clientul refuza sa prezinte datele necesare actualizarii, Banca va proceda in prima faza la Notificarea Clientului. In situatia in care clientul refuza actualizarea datelor, Banca isi rezerva dreptul de a proceda la neefectuarea tranzactiei solicitate de client si de a analiza oportunitatea continuarii relatiei de afaceri.

9. La solicitarea Bancii, Clientul are obligatia sa prezinte documente justificative pentru tranzactiile derulate prin conturile sale.

CAPITOLUL V. CONFIDENTIALITATE

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

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

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

CAPITOLUL VI. DISPOZITII FINALE A. MODIFICAREA CONTRACTULUI

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

the Client, of the ownership structure/members, administrator, Legal Representative, Persons entitled to sign, determining the Beneficial Owners, including the acquisition of capacities that entail the application of FATCA or CRS reporting requirements etc. In case the Client refuses to submit the data required for updating the information, the Bank will first notify the Client. In case the Client refuses to update the data, the Bank reserves the right not to perform the transaction requested by the Client and analyze the appropriateness of continuing the business relationship.

9. At the request of the Bank, the Client shall be required to provide supporting documents for transactions conducted through its bank accounts.

CHAPTER V. CONFIDENTIALITY

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

Processing of personal data of the Client's representatives (legal or conventional), senior executives, other persons with key/major positions within the Client's entity, direct and indirect members of the Client, Beneficial Owners of the Client, guarantors and co-debtors- natural persons, members of the above-mentioned persons' families, Persons entitled to sign, and Delegates, card holders, contact persons appointed by the Client, other natural persons mentioned in the documents that the Client made available to the Bank (such as initial owners of the asset to be established as guarantee) or in a relevant relationship with the Client (hereinafter «Data subjects») is performed in accordance with the provisions of the «*Information notice on personal data processing - Self-Employed Persons/Authorized Professionals*», a document attached to these General Banking Conditions.

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

CHAPTER VI. FINAL PROVISIONS A. AMENDMENT OF THE CONTRACT

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

2. The Client has the possibility to notify the Bank

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

3. In cazul in care modificarile Contractului sunt impuse printr-un act normativ, acestea se considera acceptate de Client si devin aplicabile conform prevederilor actului normativ.

B. INCETAREA CONTRACTULUI

1. Prezentul Contract este incheiat pe o perioada nedeterminata.

2. Contractul inceteaza prin:

a. acordul partilor;

b. denuntare unilaterala a oricareia dintre parti, cu un preaviz de 30 de zile calendaristice;

c. modurile specificate expres in prezentul Contract sau in formularele, contractele specifice incheiate intre Client si Banca.

d. denuntare unilaterala de catre Banca urmare a inchiderii tuturor Conturilor Curente

e. denuntare unilaterala de catre Banca in conditiile in care Clientul refuza sa puna la dispozitie/nu furnizeaza Bancii informatiile solicitate conform reglementarilor FATCA, initial sau in vederea actualizarii/clarificarii statutului FATCA al acestuia. Denuntarea isi va produce efectele de indata de la data notificarii Clientului de catre Banca.

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

C. COMUNICAREA CLIENT - BANCA

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

Orice fel de comunicari realizate intre Banca si Client conform dispozitiilor mentionate anterior sau prin alte mijloace de comunicare (ex. telefon, e-mail etc) nu vor produce efecte juridice decat in masura in care acestea sunt materializate sub forma documentelor contractuale agreeate in scris de parti cu exceptia contractelor si formularelor aferente produselor si serviciilor care prevad contrariul.

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

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

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

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

3. If the modifications to the Contract are imposed by means of a mandatory regulation, those shall be considered accepted by the Client and become applicable as required by the said regulation.

B. TERMINATION OF THE CONTRACT

1. This Contract is concluded for an indefinite period.

2. The Contract shall cease:

a. by consent of the parties;

b. by unilateral termination by either party, with a prior notice of 30 calendar days;

c. the ways specified in this Contract or in the forms, and the specific contracts signed between the Client and the Bank.

d. termination by the Bank because of closing of all Current Accounts

e. termination by the Bank if the Client refuses/fails to provide the Bank with the information required under FATCA regulations either initially or for the update/clarification of the Client's FATCA status. The termination shall take effect as soon as the Client has been notified by the Bank.

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

C. CLIENT-BANK COMMUNICATION

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

Any communications made between the Bank and the Client as mentioned above or by other means of communication (e.g. phone, e-mail etc.) will not produce legal effects unless they are materialized as contractual documents agreed in writing by the parties, except for contracts and forms related to products and services that provide otherwise.

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

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

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

urmatoarele cazuri:

- Banca detine o copie a corespondentei semnata de Client
 - corespondenta este evidentiata intr-un document de expediere semnat de catre o societate cu activitate de curierat sau mandat postal
 - a fost receptionata de catre Client la data trimiterii de catre Banca prin canale alternative (pagina de Internet a Bancii, e-mail, fax, SMS, canalele de banca la distanta etc.).
5. Banca nu isi asuma nici o responsabilitate in ceea ce priveste consecintele intarzierilor si/sau pierderilor de documente sau corespondenta, inclusiv extrase de cont, si nici in ceea ce priveste deteriorarea sau alte erori ce se pot produce in timpul transportului/transmisiei.
6. Clientul se va asigura intotdeauna ca notificările sale transmise Bancii vor ajunge la destinatie in termenul prevazut pentru a fi luate in considerare.
7. Corespondenta transmisa Clientului de catre Banca este considerata ca fiind corect adresata, daca aceasta a fost expediata la ultima adresa sau la ultimul numar de telefon sau la ultima adresa de e-mail comunicata Bancii de catre Client, conform Contractului.
8. Corespondenta primita de Banca dupa ora 14.00 se considera primita in Ziua lucratoare imediat urmatoare.

D. GARANTAREA FONDURILOR DETINUTE

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

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

Datoriile deponentilor fata de BRD - Groupe Société Générale SA sunt luate in considerare la calcularea compensatiei cuvenite in conditiile prevederilor Titlului I - Scheme de garantare a depozitelor din Legea nr. 311/2015 privind schemele de garantare a depozitelor si Fondul de garantare a depozitelor bancare.

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

- the Bank has a copy of the correspondence signed by the Client;
- the correspondence is highlighted in a shipping document signed by a company with the activity of courier or post office
- it was received by the Client on the date the Bank sent via alternative channels (Bank website, e-mail, fax, SMS, remote banking channels etc.).

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

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

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

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

D. GUARANTEE OF THE FUNDS HELD

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

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

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

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

si Fondul de garantare a depozitelor bancare. Banca este participante la Fondul de Garantare a Depozitelor in Sistemul Bancar din Romania astfel cum este reglementat de prevederile Titlului II din Legea 311/2015.

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

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

E. FORTA MAJORA

1. Banca si Clientul nu sunt raspunzatori pentru nici o pierdere datorata perturbarii operatiunilor din cauza de forta majora.
2. Cazul de forta majora este orice eveniment imprezvizibil, inevitabil si independent de vointa uneia dintre parti, care o impiedica in mod absolut sa isi indeplineasca total sau partial obligatiile contractuale (ex.: calamitati naturale, razboi, greve).
3. In caz de forta majora, Clientul ca si partea afectata va comunica aparitia cazului de forta majora prin telefon sau fax sau scrisoare recomandata cu confirmare de primire, in termen maxim de 5 zile calendaristice, urmand ca in urmatoarele 15 zile calendaristice sa transmita Certificatul eliberat de catre autoritatile competente privind cazul de forta majora, prin scrisoare recomandata sau prin prezentarea la

Guarantee Fund of Romania, as regulated by the provisions of Title II of Law 311/2015.

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

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

E. FORCE MAJEURE

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

Banca.

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

F. LEGEA APLICABILA. LITIGII

1. Relatiile dintre Banca si Client sunt guvernate de legislatia romana. De asemenea, fiind parte a Grupului Société Générale, Banca are obligatia de a aplica in relatia cu Clientul reglementari specifice ale Grupului, inclusiv in domeniul cunoasterii clientelei, prevenirii spalarii banilor si combaterii terorismului sau aplicarii embargourilor si sanctiunilor internationale, aplicand intotdeauna regulile cele mai restrictive, cu respectarea legislatiei locale in vigoare.

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

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

4. In situatia in care Clientul se considera lezat in drepturile sale, acesta poate sa apeleze la procedurile extrajudiciare de solutionare a disputelor, in urmatoarele moduri:

a) negocierea;

b) concilierea;

c) procedura medierii, in temeiul Legii nr. 192/2006 privind medierea si organizarea profesiei de mediator;

d) sa se adreseze Bancii Nationale a Romaniei, cu sediul central in str. Lipscani nr 25, sector 3 Bucuresti, 030031, informatii suplimentare fiind disponibile pe site-ul de Internet: www.brd.ro.

G. ALTE DISPOZITII

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

2. Clientul prin Reprezentant Legal, Persoana cu drept de semnatura, Delegat confirma ca a primit un exemplar din «*Conditiiile Generale Bancare pentru Persoane Fizice Autorizate/ Profesii Liberale*» si «*Listade Tarife si Comisioane in Lei si Valuta pentru Persoane Fizice Autorizate/ Profesii Liberale*» si ca a luat cunostinta, a inteles si este de acord cu continutul fiecarei clauze in parte a acestora.

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

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

F. GOVERNING LAW. DISPUTES

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

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

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

4. In the event that the Client believes their rights have been violated, they may resort to extrajudicial dispute resolution procedures in the following ways:

a) negotiation;

b) conciliation;

c) mediation procedure, under Law no. 192/2006 regarding mediation and the organization of the mediator profession; d) contact the National Bank of Romania, headquartered at 25 Lipscani Street, Sector 3, Bucharest, 030031, with additional information available on the website: www.brd.ro

G. OTHER PROVISIONS

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

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

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

