

Framework Agreement for Banking Services



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FRAMEWORK AGREEMENT FOR BANKING SERVICES

IMPORTANT ASPECTS REGARDING THE FRAMEWORK AGREEMENT FOR BANKING SERVICES FOR PERSONS

You, [Surname, name] _____, identified by [I. B.]/[I.C.]/[Passport] series ____, no. _____, issued by _____, on the date of __./__./_____, valid until the date of __./__./_____, PIN _____, nationality _____, citizenship _____, resident/non-resident, born on the date of __./__./_____, in locality _____, domiciled in _____, street/alley/bvd/road _____, no. ____, block ____, stairs ____, floor ____, apt. ____, County/District _____, postal code _____, correspondence address (if the case) _____ marital status: married not married divorced widow e-mail address _____ home phone: _____ mobile phone _____ office phone: _____, profession: _____, occupation: _____, employer's name _____ have an Important Public Position: YES NO , and considering: (a) the nature of your relations with BCR, respectively the purpose for which you resort to the bank services: Performance of current account operations with/without cash, Income collection (e.g. salaries, pensions, scholarships, allowances, etc) in a current account, 24 Banking BCR operations, Credits contracting, Saving, Financial investments, including shares trading, Value boxes, Others _____; and (b) your net monthly income, respectively, your average cumulated income in one month from salaries, pensions, annuities, rents, collaboration contracts, copy rights, dividends, unemployment aid, scholarships, allowances, etc: tick one of the options below which is best suited to Your case: below RON 500, between RON 501 – RON 1.500, between RON 1.501 – RON 3.000, between RON 3.001 – RON 6.000, Over RON 6.000, no income, You are hereinafter called the “Client” or “You”, as beneficiary of the Banking services offered by Banca Comercială Română SA. By signing this document called Framework Agreement for Banking Services (hereinafter called “CSB”), version 2016, you confirm to have read, acknowledged and fully understood (i) all the provisions included in CSB you’re your rights according to the Law 677/2001, (ii) that personal data processing, as identified and provided by Art. 13-20 of this CSB will be performed in all cases, both for the execution of the present contract, in compliance with legal obligations, and for the achievement of BCR legitimate interests, and based on Your consent manifest by signing this CSB, expressed specifically, unequivocally, freely and well informed through which you authorize BCR as follows:

1. You agree that BCR processes, collect, disclose and/or transfer, at home and abroad, both your personal data, and those for general identification, including your personal identification code, as well as in cases that such data represent banking secret related information, directly or by means of some third parties, to mandated persons, contractual partners of BCR, entities member of BCR Group, insurance/reinsurance companies, collection companies, Public generale directorate for persons records and databases administration and/or other entities that held and/or process such data and information for the following purposes:
 - to execute the present contract concluded between you and BCR, as well as to conduct any legal relations between BCR and you;
 - to prevent frauds by analyzing/verifying the authenticity of your identity document for the execution and improvement of the Banking Services offered to you, by taking over in BCR records system the data included in your identity document;
 - to execute in good conditions the Banking Transactions in view of developing/optimizing the Banking Services BCR offered to you;
 - to meet all BCR obligations related to banking supervision conducted on BCR and to the reporting to supervision authorities, compliance with national and European prudential requirements applicable to credit institutions, as well as to the risk management and portfolio management;
 - to intermediate/promote the products and services of entities within BCR Group;
 - to assess your eligibility in view of granting some standard or customized banking products and services (including the granting/approval phase), to draft credit reports, to prevent frauds, as well as for statistical purposes, including by calculating some ratios when assessing solvency, lending risk, leverage rate;
 - to adequately monitor all obligations you have taken to any of the entities within BCR Group, including the

- dispatch and/or transfer of the required information to establish the payment capacity and the payment behavior;
 - to collect debits/recover receivables (as well as their preparatory actions, including due diligence activities), to conclude and/or execute insurance and reinsurance contracts (including so that you, as insured person, can benefit of insurance in case of the insured risk occurrence);
 - to keep/store (before archiving) and archive according to legal provisions the Contractual Documentation (including to assure the operations connected to such activities);
 - to design, develop, test and use new information systems, IT services (including data bases storage at home or abroad);
2. You agree that in case you will request BCR to make or process payment operations through SWIFT system, your personal data required to the operation achievement are sent to the SWIFT system. At the same time, by signing these CSB, You declare you have acknowledged and agree with the performance of the operations ordered through SWIFT and consequently, SWIFT, as operator, can transfer to the USA the personal data of the clients of credit institutions using SWIFT services, with the possibility that the USA Treasury Department has access to that data basis and we agree with the performance of operations ordered through SWIFT in these conditions;
 3. You agree that We, BCR consult the information recorded on your name in the data basis of the Credit Bureau by any Participant to the Credit Bureau System in view of performing lending financial-banking operations, at your request, respectively, in view of offering you such products.
 4. You understand that the processing of certain personal data can be performed only according to Your statement of option, such as this operation is identified below:
 - You agree with the processing, collection, disclosure and/or transfer at home and abroad of your PIN, directly or through third parties, so that BCR can meet its legal obligations and achieve BCR legitimate interests, in view of conducting any legal relations between BCR and yourself, such as they were identified at point 1 of CSB, « Important Aspects Regarding the Framework Agreement for Banking Services for Persons ». This processing can be performed at home and/or abroad, both by BCR, members of BCR Group, and by its/their third contractual partners YES NO;
 - You agree with the processing, collection, disclosure and/or transfer at home and abroad of your personal data, including Your PIN, directly or through third parties, for marketing, publicity purposes, building clients' loyalty (dedicated offers) and surveys regarding Banking Services, the activity of BCR, of BCR Group members and of third contractual partners, as well as in view of a further granting of Banking Services, including by electronic communication means; this processing will be performed at home and/or abroad by BCR, members of BCR Group as well as by its/their third contractual partners YES NO;
 - You declare you are a citizen of the United States of America (USA) or resident on USA territory YES NO. In affirmative case, you understand that the provisions regarding the fiscal regime of that state are applicable to you and authorize BCR to send such information to the USA fiscal authorities, according FATCA (The US Foreign Account Tax Compliance Act).
 5. You understand that you have a 15 days period to analyze CSB and that the waiver to the legal reflection period brings about CSB coming into force on the date of its signing by both parties. By ticking the option **YES** You accept to give up the legal term of 15 days mentioned above and agree with CSB coming into force on its signing date by both parties.

Please, inform us:

- if you belong to the category of Clients with the quality of BCR affiliated party: YES NO; and
- if you are related and/or akin up to the 2nd grade included with a BCR employee YES NO. In affirmative case, please mention the name of BCR employee and your kinship grade [_____].

CSB includes important information for you. Please, read this document carefully to understand Your rights and obligations related to the Banking Services supplied by BCR.

CSB, together with all the other documents you have agreed or will agree to sign in view of getting Banking Services from BCR determine the contractual aspects applicable to the Banking Services BCR will supply to you. We will further call any such document signed by you, including this CSB, by the generic name of “**Contractual Documentation**”.

Before signing the Contractual Documentation, please address any ambiguity regarding such documents to BCR employee in whose presence you will sign the Contractual Documentation.

By signing the Contractual Documentation, You agree that the Contractual Documentation is fully reflecting your whole will regarding the Banking Services BCR will supply to you, prevailing against any other understandings, writings, pre-contractual documents or negotiations conducted between you and BCR before the Contractual Documentation signing. At the same time, you confirm that there are no secondary elements related to the Contractual Documentation and the agreement between you and BCR which were not reflected in the Contractual Documentation.



You are freely expressing your accord to contract with BCR, aiming at benefiting from the Banking Services supplied by BCR and hence to gain the rights and be held liable according to the provisions of the Contractual Documentation which include provisions you regard as equitable.

We reiterate our request that, before signing the Contractual Documentation to address any ambiguity related to such documents to BCR employee in whose presence you will sign the Contractual Documentation. By signing the Contractual Documentation, you confirm that BCR has made available to you all the documents and information required to understand the provisions of the by signing the Contractual Documentation, you. Therefore, you agree to take the risk of error regarding the understanding of any provision of the By signing the Contractual Documentation, You, in the meaning of Art. 1.209¹ of the Civil Code.

We want to remind you that, besides the rights and obligations derived from the by signing the Contractual Documentation, you, both yourself and BCR benefit of the rights and obligations conferred by the law. Annex 1 to CSB shows a series of the most important regulatory documents applicable to the contractual relations between you and BCR.

You express your accord and specifically accept the content of each clause included in CSB, as well as the provisions included in the clauses of the Conventions (as they are defined in Clause 1 (*Definitions*) of CSB), including, but without being limited to those regarding:

- setting up the Romanian law as the governing law of the by signing the Contractual Documentation, according to Clause 59 (*Governing law. Contract language*) of CSB.
- limitation of BCR liability according to the provisions of (i) section General Provisions – Clause 41 (*Limitation of BCR liability*), as well as of Articles 10.5, 30.7, 47.2, 57.2 and 60.1; and (ii) section Special Provisions – Clauses 80 (*Parties' Accountability in case of Payment Operations*),⁹¹ (*Parties' accountability regarding Cards Operations*), Articles 95.7 (*Parties' accountability regarding the Internet banking, Mobile Banking and Phone Banking services*), 97.4 (*Parties' accountability regarding Alerts Service*), 71.1, 82.4.2 letter (b), 82.5.7 and 92.7.
- the way in which CSB or the Conventions can be changed, according to the procedure described in Clause 6 (*Modification of Contractual Documentation*) of CSB;
- BCR right to assign the Contractual Documentation or any documents included in it, or the rights and/or obligations related to them without Your consent, other than that expressed by Your signing the Contractual Documentation, according to Clause 57 (*Assignment. Obligations transfer*) of CSB;
- BCR right to unilaterally denounce CSB or the relevant Conventions, according to the provisions of Clause 7 (*Termination of Contractual Documentation. Unilateral denunciation*).

You agree that, according to legal provisions and those of the Contractual Documentation, the repeated breaching of Your obligations can lead to unfavorable consequences to You, including the loss of the benefit of some terms you are entitled to for meeting certain obligations, as such terms can be set up in the Contractual Documentation.

You understand that there are certain risks associated to the banking operations you perform, related to circumstances beyond the Contractual Documentation of BCR will. For instance, the evolution of exchange rate, the evolution of reference ratios such as ROBOR, EURIBOR or LIBOR or other unpredictable events at the signing moment of the Contractual Documentation which could cause depreciation of your assets value or income or could increase the costs You have to bear, including costs derived from the Contractual Documentation.

You agree to take any such risks related to the Contractual Documentation and consent to continue to be held liable for the obligations assumed by the Contractual Documentation, independent from any circumstantial changes, even if of exceptional nature. At the same time, you understand that by taking such risks, in case such circumstances occur, You will not be able to appeal to court for the adjustment or termination of the Contractual Documentation, in full or partially. In case you do not agree to take such risks, please reconsider your decision to enter in a commercial relation with BCR.

BCR regards as essential for the conclusion of the Contractual Documentation and for the supply of Banking Services Your financial statement, as well as the financial statement of any co-payer (co-debtor) and/or guarantor who is or becomes part in the Contractual Documentation, as this financial statement results from the information You made available to BCR. If anytime during the existence of the Contractual Documentation, You, or any of Your co-payers (co-debtors) or guarantors (if the case) no longer meet any of the essential conditions mentioned in the previous paragraph, BCR will be able to limit, suspend or stop the supply of some or of all Banking Services made available according to the Contractual Documentation.

¹ Art 1.209 of Civil Code: "It is not attracting the contract cancellation the error bearing over one element regarding to which the risk of error was assumed by the person invoking it or, by the case, should have been assumed by him."

By signing CSB and, in general, by signing the Contractual Documentation, You confirm that you have acknowledged, fully understood and agree with all the provisions included in this CSB and, in general, in the Contractual Documentation.

At the signing moment of CSB, I agree that the provisions of sections "General provisions", "Special provisions" as well as of Annex I, as integral parts of CSB, are made available to me:

- on paper;
- on the bank website (www.bcr.ro), section TCGA/CSB

I agree with the sections "**General provisions**", "**Special provisions**" as well as with Annex I, as integral parts of CSB, which I have acknowledged before the Contract conclusion. At CSB signing moment I have received a CSB copy on paper or on a lasting support, according to my decision. I understand that I can request the above mentioned Contractual Documentation paper or on a lasting support in any moment of the contractual relations, according to the legal provisions in force.

For a better understanding of the CSB provisions, please consider that:

CSB represents the contractual document setting up the basic rules applicable to the relation between the Client and BCR (included in CSB section General Provisions), as well as of certain Banking Services (provided in CSB section Special Provisions).

- CSB section General Provisions (included between pages 6 and 23) contains the general rules applicable to all Banking Services BCR is supplying;
- Depending on BCR Banking Services you have chosen to use, only a part or all chapters of CSB section Special Provisions will be applied to you.

Thus:

- if you open one or several current accounts with BCR, the provisions included in chapter XII (*OPERATIONS IN CURRENT BANK ACCOUNTS*) are applicable to you (included between pages 24 and 26);
- if you use BCR payment services, as well as operations with payment orders, with cash or with Payment Instruments, please also consider the provisions of chapter XIII (*PAYMENT OPERATIONS*) (included between pages 26 and 34);
- if you use a BCR card, please also consider the provisions of chapter XIV (*Cards Operations*) (included between pages 34 and 38);
- if you use BCR services by electronic communications, please also consider the provisions of chapter XV (*24 BANKING BCR*) (included between pages 38 and 44);
- if you decide to open with BCR one or several bank deposits of funds as well as saving accounts, also applicable are the provisions of chapter XVI (*SAVING PRODUCTS*) (included between pages 44 and 45); and
- if you contract a credit with BCR, please also consider the provisions of chapter XVII (*LENDING OPERATIONS*) (included between pages 45 and 48).
- As regards CSB structure, each of the two sections is divided in chapters, which in their turn are made of clauses. The clauses include one or several articles.
- The chapters are numbered by Roman figures, the clauses by full Arab figures and the articles by divisions of Arab figures.

CSB content, which you can read on the bank website (www.bcr.ro), offers a clear image about CSB structure, as well as additional information about the content of each section.

CSB was signed by me on the date of ./././. and by Banca Comercială Română, on the date of ./././. in two original copies, one original copy for each contracting party, having equal legal value and representing a single contract, which comes into force on the date of its signing by both parties.

We thank you again for your decision that BCR is your partner and we are happy to have the opportunity to develop this partnership in the future, so that we can meet your requirements.

BANCA COMERCIALĂ ROMÂNĂ S.A.

Signature:
Name:
Position:

Client

Signature:
Name:

Signature:
Name:
Position:

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GENERAL PROVISIONS

I. GENERIC ASPECTS

1. DEFINITIONS

1.1 The terms written in capitals in CSB have the meaning assigned below, meaning which will also be assigned to these terms when they are used in Conventions, except for the case in which the Conventions include specific definitions:

1.0.1. General definitions

APT/MFM represent the equipment type banking automatic machines operating based on banknote and card acceptors allowing operations type invoices payment, cash deposits, funds transfer between own accounts, currency exchange between own accounts, etc.

BCR means Banca Comercială Română S.A., a credit institution organized according to the Romanian law as a stocks company, managed in a dual system, headquartered in Bucharest No.5, Regina Elisabeta Bvd., District 3, code 030016, registered with the Trade Register under no. J40/90/91, CUI 361751, Banking Register: RB-JPR-40-008/1999, Code BIC RNCBROBU.

BNR represents the National Bank of Romania, headquartered in Bucharest, No. 25, Lipscani Street, District 3, code 030031, telephone 021.313.04.10 or 021.315.27.50, fax: 021 312 38 31, website: www.bnro.ro, e-mail: info@bnro.ro.

Beneficial Owner means a physical person holding or eventually controlling the Client and/or the physical person in the name or on behalf of whom a transaction or an operation is directly or indirectly performed.

Card represents the debit or credit card, in RON or foreign currency, representing the electronic payment instrument, securitized and personalized, whose characteristics are described in chapter XIV of CSB.

Payment Incidents Register is a national intermediation center which manages the specific information to payment incidents in the public interest, including for the purposes of its users.

Client means the physical person, resident and/or non-resident who benefits of any of the Banking Services.

Client having the quality of affiliated party to the credit institution means any shareholder having a qualified participating interest in BCR capital, member of BCR management body or the person with a key position in BCR or a close member of BCR management body or to the person with a key position in BCR (for instance: life partner, child, child of the life partner, dependent on the person with key position or on the life partner).

Card reader represents the electronic terminal meant to express the consent by passing a Card through the device and inserting the PIN.

Communication represents the notification addressed to the Client by BCR by display in the Banking Units and/or by publication on the Internet page and/or made public by BCR in a similar form.

Account means any type of bank account opened in BCR records in the Client's name (current account, deposit account, credit account, etc).

Current Bank Account means any current bank account opened in BCR records in the Client's name, which is always a payments account, including any credit account from which payments are or can be done, but excluding any deposit bank account which does not allow payments performance.

Contact Center BCR represents the communication center with BCR, non-stop made available to the Client at the telephone number 0800.801.BCR (0800.801.227), callable from any national network.

Convention represents any contract, form, application or other type of standard document of contractual nature concluded in written form between BCR and the Client, having as object one or several Banking Services.

Costs represent the fees, expenses, charges and any other payment obligations of the Client for the Banking Services whose amount and determination method are specified in the Contractual Documentation or in the Standard Fees Tariff.

Credit represents any commitment to make available or grant an amount of money or to extend the maturity of a debt in exchange for the Client's obligation to reimburse the respective amount, as well as to pay an interest and/or other Costs related to that amount.

Reference Exchange Rate represents the exchange rate used by BCR to make a currency exchange (selling or buying, by the case) and which is the currency exchange rate displayed by BCR in its Banking Units for the foreign currency exchange desk ("**BCR Reference Exchange Rate**") or which results from a public source (by the case, "**NBR Reference Exchange Rate**" or "**VISA Reference Exchange Rate**" or "**Mastercard Reference Exchange Rate**"), depending on the specific conditions applicable according to CSB or the relevant Convention. BCR Reference Exchange Rate falls within the limits of the following calculation formula: NBR Reference Exchange Rate valid for the day of foreign exchange operation plus a BCR margin of +/- 10%.

Anniversary Date represents the calendar day monthly marking the day the Banking Services were activated, or, by the case, the Current Bank Account was opened.

Contractual Documentation means CSB together with all the Conventions signed related to CSB, as well as any other documents issued according to CSB or to any of the Conventions in view of generating some rights and obligations of the Client and, if the case, of BCR.

Electronic Device (SignaturePad) represents the electronic terminal dedicated to capturing the Signature Specimen and/or of expressing the consent by means of biometric electronic signature.

Account Statement represents the documents issued by BCR for the Client which confirms, at least, the operations performed in one Account during a set up period of time, as well as the Account balance at the beginning and at the end of the respective period.

FATCA (Foreign Account Tax Compliance Act) represents the acronym for the federal regulatory document of meeting the fiscal obligations for foreign account of the citizens of the United States of America (Foreign Account Tax Compliance Act) and which has an impact on any financial institution in the world and over the clients of such an institution.

Important Public Position means the position held at present or in the past by a Client or by his husband/wife or relatives and 1st degree akin (children and their husbands/wives; parents) of a Clients, as well as the following: a) head of state, head of governments, member of parliament, European commissary, member of governments, presidential adviser, secretary of state; b) member of constitutional courts, member of supreme courts or of any other high courts of law whose decisions can be attacked only by extraordinary means of attack; c) member of the courts of accounts or similar institutions, member of central banks boards of directors d) ambassador, charge d'affaires, high rank officer within armed forces; e) leader of public institutions and authorities; f) member of boards of directors or supervisory boards and person who held managing positions in regies autonome, in commercial companies with majority state capital and in national companies, as well as the person publicly know as close associate of the physical persons exerting important public functions (respectively, the physical person about whom it is well known that: i) together with these persons has either a significant influence over a legal person or over entities or legal structures, or has a close business relation to such persons; ii) holds or has a significant influence over a legal person or over entities or legal structures established to his benefit).

BCR Group represents BCR, BCR controlled entities, entities controlling BCR, directly or indirectly, entities controlled by them and their subsidiaries.

Proxy represents any physical person mandated by the Client to act for and in his behalf in the relations with BCR.

Reference Index represents the index used as calculation basis to set up the interests to be applied and which results from a verifiable public source by the Client and BCR (such as ROBOR, EURIBOR or other index established in the Contractual Documentation).

Information represents the written notification address to the Client directly by BCR on a lasting support, in the form sown in the relevant Contractual Documentation.

Instruction represents an order given by the Client or by his Proxy to BCR in view of or related to the supply of Banking Services, according to the provisions of the Contractual Documentation.

Law no. 677/2001 represents the Law no. 677/2001 for persons' protection related to personal data processing and for the free circulation of such data, as further amended, completed, supplemented or replaced.

Banking Law represents the Emergency Government Ordinance no. 99/2006 regarding credit institutions and capital adequacy, as further amended, completed, supplemented or replaced.

Mailbox represents that functionality of Internet Banking application which allows BCR to send in writing on lasting support Communications, Notifications as well as any other type of message to its Clients having access to Internet Banking and Mobile Banking applications.

Notification represents the written notification, on paper or on other lasting support, addressed to the Client by BCR, or addressed to BCR by the Client, directly or by means of a third party and/or a competent body, in the form shown in the Contractual Documentation.

Internet Page represents BCR website, respectively www.bcr.ro

Qualifying holding means the direct or indirect holding in a company of at least 10% of the capital or of the voting rights or any other possibility to exert a significant influence over the management of the respective company.

Regular Payments represent any Payments for which the payer previously authorized BCR by a mandate to automatically debit his Account (*Standing Order, Direct Debit*).

Working timetable represents the time interval within a Working day in which BCR can process documents and can perform operations according to the system rules set up by BCR.

Banking Services represent any banking products and services offered to the Client by BCR.

Available balance represents the amounts of money available in one Account (including the overdraft account), whose use is not pre-set (such as the obligation to keep a minimum Account balance, where applicable) or restricted (such as attached amounts).

Signature specimen represents the holograph signature and/or captured by an Electronic Device (SignaturePad) of the Client made available to BCR as signature specimen, in a specific form, according to BCR requirement.

Financial status represents the document issued by BCR to the Client, showing the Available Fund Balances of the Account/Accounts of the Client.

Standard Fees Tariff represents the standard fees tariff of BCR for the Banking Services offered to its Clients, as displayed in the Banking Units and on the Internet Page.

Banking transaction represents any banking operation or transaction initiated based on Contractual Documentation related to the supply of Banking Services by BCR.

Banking Unit represents any of BCR territorial units (as well as branches or agencies) through which Banking Services are offered.

Working day represents any day in which BCR and other credit institutions of Romania perform inter-banking transactions or, in case of any Banking Transaction performed in foreign currency, any day in which the credit institutions perform foreign currency exchange transactions both in Romania, and in the main financial center of the respective currency country of origin.

1.0.2. Definitions mainly used for Payment Operations

Direct Debit Commitment (or **ADD**) represents the agreement concluded between the Beneficiary and the Collecting Institution, which includes the Beneficiary's responsibilities and its commitment to comply with the provisions of the existing legislation, including of the regulation regarding direct debit performed through the automatic clearing house, as well as the accord of the Collecting Institution that the Beneficiary uses the Direct Debit Instructions within a direct debit scheme.

Beneficiary is any expected addressee of the funds which have made or will make the object of a Payment Operation.

Final beneficiary is any final recipient of the funds that made or will make the object of a Payment Operation made through interbanking Direct Debit.

BIC (Bank Identifier Code) is the sole identification code of banking institutions.

Consent represents the authorization to perform a Payment Operation or a series of Payment Operations as it is agreed between the Client and BCR.

COT (Cut-off time) represents the limit hours set up by BCR until which: (i) a Payment Instruction has to be sent by the Client; (ii) a certain action has to be made by the Client in order to send a request or deposit some documents or meet some conditions for its/their processing performed during the same Working Day. The full list of applicable COT is available on BCR Internet page (www.bcr.ro), at section Physical Persons – Useful links.

Finalization Date means the Working Day in which the amount stipulated in the Direct Debit Instruction is credited into the Beneficiary's Account by the Collecting Institution. The finalization Date related to the operations performed in SENT system is the same with the inter-banking settlement date (compensation date).

Direct Debit represents the payment modality of an amount of money agreed between the Payer and the Beneficiary, consisting in the pre-authorized debit of the current bank account of the Payer by the Paying Institution based on the provisions of the Direct Debit Mandate, upon the Beneficiary's request and the adequate crediting of the current bank account of the Beneficiary by the Collecting Institution.

Execution of a Direct Debit Instruction represents the procedure by which the Paying Institution enforces the Direct Debit Mandate given by the Payer, accepting to execute the Direct Debit Instruction by debiting the Current bank account of the Pater, according to the provisions of these CSB and acceptance of inter-banking settlement.

Beneficiary Identifier (or **Creditor Identifier** or **ID Creditor**) is the unique code of the Beneficiary given by the Unique Registry of Mandates (RUM) through which the Beneficiary's identification is made, in case of Payment Operations made by interbanking Direct Debit.

Final Beneficiary Identifier (or **ID final Beneficiary**) is the identification code given to the final Beneficiary by the Beneficiary, used for interbanking Direct Debit Instructions. This code is given to the Payer by the Beneficiary.

Payer Identifier/ final Payer (or **Payer ID/ final Payer**) is the identification code of the Payer or of the final Payer (if the case), given to him by the Beneficiary (e.g. subscriber code, client code, phone number, personal identification number etc).

Collecting Institution means the credit institution with which the Beneficiary opened the Account to be credited or which was credited by the amount stipulated in the Direct Debit Instruction.

Paying Institution means the credit institution with which the Payer opened the Account to be debited or which was debited by the amount stipulated in the Direct Debit Instruction.

Direct Debit Instruction (or **IDD**) means the Payment Instruction by direct debit issued by a Beneficiary and drawn from an Account of a Payer opened with a Paying Institution which can be: in intra-banking system when the Collecting Institution is the same with the Paying Institution; respectively, in inter-banking system, when the Collecting Institution is different from the Paying Institution.

Debit Payment Instrument (or **ID**) represents any valid cheque, bill of exchange or promissory note issued according to the applicable law.

Payment Instrument means any customized device and/or any set of procedures agreed between the Client and BCR in order to initiate a Payment Operation or, in general for the supply of a Payment Service.

Payment Instruction represents any payment instruction sent by the Client to BCR requesting the execution of a Payment Operation or, in general for the supply of a Payment Service.

Direct Debit Mandate (or **MDD**) represents the mandate (given in written form) by which a Payer gives a permanent but revocable authorization to the Beneficiary to issue Direct Debit Instructions over his current bank account opened with the Paying Institution and to the Paying Institution to debit his current bank account by the amount stipulated in the Direct Debit Instructions.

Moment of irrevocability represents the limit moment in time until which the Client can revoke or change the mandate or can reject an IDD, represented by the limit hour of a Working Day preceding the Finalization Date.

Unique registration number of the mandate (or **UMR** or **mandate Reference**) is the unique reference of an interbanking Direct Debit Mandate in the Unique Registry of Mandates (or RUM).

Reception moment represents the moment in which a Payment Instruction is received by BCR.

Payment Operation means an action initiated by the Client or another Ordering person or by the Beneficiary in order to deposit, transfer or withdraw funds in or from a Current Bank Account.

Payment Order (or **OP**) means any Payment Instruction issued by the Ordering person to BCR based on a standardized pre-printed form made available by BCR, in compliance with the rules of Chapter XIII.

Ordering person represents the Client or another authorized person sending to BCR a Payment Instruction according to the operating rights related to the Current Bank Account from which the Payment Instruction is executed.

OUR represents the commissioning way related to foreign currency transactions, according to which the fees of all banks on the payment route are born by the Ordering person. The fee "Secured OUR" excludes the possibility of a later settlement of the fees, the fee related to the payment being born by the Ordering person only once, when the payment is made, except for the payment transiting USA.

Payer means the person who contracted the Direct Debit service.

Final Payer is the person in the name of which the payment is made through Direct Debit service, both intra and interbanking.

Unique Registry of Mandates (or **RUM**) is the unique base of Direct Debit Mandates at national level, managed by TransFond S.A., according to the legislation and established rules and/ or agreed at interbanking level in Romania.

SHA represents the commissioning way, according to which each Ordering person and Beneficiary bear the bank's fee with which the accounts are opened.

SEPA represents a geographical zone, also called Single Euro Payments Area in Euro.

Payment Services mean any of the following Banking Services supplied by BCR to the Client: cash deposit and withdrawal in/from a Current Bank Account, as well as all the required operations for the functioning of the Current Bank Account; direct debits (including one-off direct debits), operations of credit transfer (operations with planned payment orders); Payment Operations through a Card or a similar device; issuance and/or acceptance for payment of the Payment Instruments; cash remittance; and Payment Operations for which the Consent is given through any means of telecommunication, digital or IT.

Standing Order (or settlement of planned Payment Orders) represents the payment way through which BCR, as Paying Institution executes the Payment Orders on fix dates and at previously agreed amounts, based on the Conventions signed with the Client, in compliance with the applicable legal provisions.

SWIFT (Society for Worldwide Interbank Financial Telecommunication) represents a telecommunications system between the financial institutions worldwide securing, among others, the communications security.

1.0.3. Definitions used in principal related to Cards

3D-secure is a protocol used as an additional security level for Banking Transactions performed only by Cards.

ATM represents the banking automatic machine used for various operations performed by Card.

CVV2/CVC2 represent a security code made of 3 (three) figures, uniquely derived for each Card and printed on the signature band of the Card.

Holder is the physical person, Account owner who, according to a Convention, holds a Card issued on his name.

List of banned cards on acceptance represents one of the lists related to each international institution: CRB (Card Recovery Bulletin) for VISA and StopList for MasterCard including the Cards banned on acceptance.

PIN represents the personal identification code, strictly confidential, assigned by BCR to each Holder or User to be used in operations by Card.

POS represents the electronic terminal dedicated to the electronic authorization and processing of a Banking Transaction made by Card, which can be equipped or not with Contactless Technology.

Contactless Technology represents the technology allowing the performance of fast, small value payments by simply closing a Card to a POS, without PIN introduction and/or the receipt signing.

Off-line transaction means the Banking Transaction by Card directly sent to BCR settlement, without any electronic authorization at the acceptor or processor.

User represents the physical person holding an additional Card attached to the Account of a Holder, through which he can access the Available Balance in the Holder's Account.

1.0.4. Definitions used in principal related to 24 Banking BCR

eToken BCR application (or **eToken BCR**) represents the software application dedicated to mobile phone which generates unique codes based on which the Client is identified and the Banking Transactions are authorized through 24 Banking Services (Internet Banking, Mobile Banking and Phone Banking Service), securitized by a PIN code customized by the Client and which can be later changed by him.

Touch 24 Banking application is the software application that allows remote access of the Mobile Banking Service. The application is available in the app stores of the devices with iOS and Android operating systems.

Digital Signature (or **DS**) is the sole code generated by the Token Device, by selecting key 3, or by eToken BCR Application according to the application instructions and through which the operations performed by Internet Banking and Mobile Banking applications are authorized.

Token device (or **Token**) represents a securitized device supplied by BCR which generates unique codes based on which the Client is identified and the Banking Transactions are authorized Internet Banking, Mobile Banking and Phone Banking Service.

Security elements represent elements to identify and express the Consent the Clients receive from BCR and which are required for the use of Banking Services included in 24 Banking BCR, such as the Token, eToken BCR application, eToken BCR series, eToken BCR activation code, eToken BCR authorization code, PIN, Password, One Time Password, Digital Signature, User's name, etc.

Secret Question and Answer represent an additional security measure which can be requested in view of identifying the Client when he is calling BCR Contact Center.

User's name represents an identification number the Client will use, together with OTP code or the Password to access the Internet Banking, Mobile Banking and Phone Banking Service.

One Time Password (or **OTP**) is a unique code generated by the Token device by selecting key 1 or by eToken BCR Application in view of identifying the Client in Internet Banking, Mobile Banking and Phone Banking applications and of authorizing the operations made by Phone Banking.

Password is an individual secret code used by the Client to perform Banking Transactions by Internet Banking, Mobile Banking and Phone Banking.

Personal Identification Number (or **PIN** or **PIN code**) is a numerical code of confidential character, used as a connection between one system and its user by means of which the user is identified in the system.

2. PRINCIPLES

2.1. The contractual relations established between BCR and the Client based on the Contractual Documentation are based on mutual trust, good faith, compliance with the commitments made and confidentiality.

3. CSB APPLICATION

3.1. CSB is applied to all legal relations between the Client and BCR resulted from the conclusion of Conventions related to the Banking Services requested by the Client.

3.2. CSB appropriate provisions will be applied to any unregulated aspect in the Conventions signed for a certain Banking Service.

4. INTERPRETATION

- 4.1. If there are discrepancies between CSB provisions and the provisions of the conventions related to each Banking Service, the provisions of the Conventions shall prevail, except for the Conventions concluded before the CSB coming into force and which do not have as object a Credit, case in which the CSB provisions shall prevail.
- 4.2. CSB is completed by the Banking Law, by other applicable regulatory documents, as well as by the internal and international applicable customs and practices. To the extent there are discrepancies between CSB and the internal and international banking norms and customs, CSB shall prevail.
- 4.3. At CSB signing moment, the Client receives a CSB copy on paper or on a lasting support, according to the mutual decision of the Client and BCR. In addition, CSB is available anytime to the Client, upon his request, on the Internet Page and in the Banking Units.

5. CONTRACTUAL DOCUMENTATION TENOR

- 5.1. CSB produces effects for an undetermined period of time, starting with its signing date, and remaining valid until the extinguish of all legal relations set up between BCR and the Client.
- 5.2. The tenor of each Convention is that mentioned in its content, unless otherwise provided in its text or in CSB content.

6. CHANGE OF CONTRACTUAL DOCUMENTATION

- 6.1. BCR can propose the Client changes related to CSB provisions or to the Conventions, according to legal provisions and the Contractual Documentation.
- 6.2. Except for the specifically stipulated cases in the Contractual Documentation, BCR will send by a previous Notification the proposals for change, information and conditions related to them, including by supplying an addendum or a new draft Convention or CSB, if the case.
- 6.3. In order to propose the Client changes of the Contractual Documentation, BCR will proceed as follows:
 - 6.3.1. If the changes relate to a Credit granted to the Client, including by means of an account overdraft or a Credit Card, they will be communicated to the Client by a Notification, at least 30 (thirty) days before the respective changes application. If the changes relate to the Credit Costs, these changes will become effective by signing an addendum between BCR and the Client. The client has 15 (fifteen) days to communicate to BCR his option to accept or not the new conditions. If no answer is received within the above mentioned term, this is not regarded as a tacit acceptance and the relevant Convention remains unchanged in the absence of an addendum mutually agreed. BCR will not penalize the Client and will not declare the Credit due in advance if the Client does not accept the new conditions;
 - 6.3.2. If the changes relate to Payment Services, they will be communicated to the Client by at least two months before. The changes will be regarded as accepted by the Client and will become effective when meeting the term mentioned in the Notification, except for the case in which before the date of their application, the Client notifies BCR about his refuse. In that case, the Client has the right to unilaterally denounce the relevant Convention immediately and without any additional Costs, on condition he pays all the amounts due to BCR based on the Convention until the date of its termination;
 - 6.3.3. If the changes relate to the provisions of a Convention concluded for an undetermined period, others than those mentioned in Art. 6.3.1 or 6.3.2 above, they will be communicated to the Client by a Notification, at least 30 (thirty) days before the respective changes application. The changes will be regarded as tacitly accepted by the Client and will become effective when meeting the term mentioned in the Notification, except for the case in which before the date of their application, the Client notifies BCR about his refuse. In that case, the Client has the right to unilaterally denounce the relevant Convention immediately and without any additional Costs. This unilateral denunciation will be conditioned by the full payment by the Client of all the amounts due to BCR based on the Convention provisions until the date of its termination;
 - 6.3.4. If the changes relate to the provisions of a Convention concluded for a determined period, others than those mentioned in Art. 6.3.1 or 6.3.2 above, they will be communicated to the Client by a Notification, at least 30 (thirty) days before the respective changes application. The Client is bound to notify BCR in writing about his option to accept or to refuse the respective changes. If no answer is received within the above mentioned term, this is not regarded as a tacit acceptance and the relevant Convention remains unchanged in the absence of an addendum mutually agreed between the Client and BCR.
 - 6.3.5. If the changes relate to the interest rate or the exchange rate applicable to the amounts in the Accounts, the provisions of Art. 6.3.2 - 6.3.4 above are not applicable, the changes being applied immediately and without any Notification, if:
 - (a) the changes are based on the Reference Index or a contractual mechanism set up by Convention regarding the Reference Index (and in the case stipulated in Art. 6.3.1, the Client will be informed by BCR according to the provisions of the Contractual Documentation); or

- (b) the changes are based on the Reference Exchange Rate or a contractual mechanism clearly set up by Convention regarding the Reference Exchange Rate; or
 - (c) the changes of the interest rate or of the exchange rate are more advantageous for the Client, such changes being communicated by BCR to the Client by means and at the frequency set up in the applicable Convention.
- 6.3.6. If the changes relate to the interest rate or of the exchange rate applicable to the Credit, the provisions of Art. 6.3.2 – 6.3.3. above are not applicable, the changes being applied immediately and without any Notification, if: (a) the changes are based on the Reference Index and this Reference Index is provided to be applied by Convention; in that case, the Client will be informed by BCR according to the provisions of the Contractual Documentation; or (b) the changes are based on the Reference Exchange Rate or a contractual mechanism clearly set up by Convention which relies on the Reference Exchange Rate.
- 6.3.7. The provisions of Art. 6.3.1- 6.3.4 above shall not be applicable in case: (a) the Client and BCR sign an addendum regarding the change of the Contractual Documentation, such changes coming into force on the date stipulated in the respective addendum, or in the absence of such an information, as of the date of the addendum signing by the Client and BCR; and (b) Client accesses new BCR functionalities and/or Banking Services and/or new conditions, in which case the valid Consent given by the Client for the respective operations performance represents the Client's accord for the immediate acceptance of the new functionalities and conditions applicable to the existing Banking Services and/or to the new Banking Services, by the case.
- 6.4. In case the Client does not accept a BCR proposal regarding CSB modification, the unchanged CSB provisions will remain applicable only for the Banking Services in progress on the proposed date for the change application, until the moment the respective Banking Services are performed. For any new Banking Services, including of the same nature, the Client requests after the proposed date for CSB change application, the changed provisions of CSB will be applicable.
- 6.5. If the changes of the Contractual Documentation are imposed by a regulatory document, they will be regarded as accepted by the Client and will become applicable according to the relevant provisions of the applicable regulatory document.

7. TERMINATION OF CONTRACTUAL DOCUMENTATION.UNILATERAL DENOUNCIATION

- 7.1. CSB of any of the Conventions can cease:
- 7.1.1. by parties' agreement mentioned in a written document signed by both parties;
 - 7.1.2. except for the Conventions regarding a Credit granting, by BCR Notification if BCR identifies a significant reputation risk consequent to the continuation of the contractual relation with the Client and/or the Client is fraudulently using the Banking Services and/or BCR has suspicions related to the purpose and/or nature of the transactions run or ordered related to the Client's Bank Account;
 - 7.1.3. by BCR Notification, if the Client is repeatedly failing to meet his obligations assumed based on the Contractual Documentation, or in case he undoubtedly manifested to BCR his intention not to execute any of such obligations; or
 - 7.1.4. in cases expressly specified in CSB or the relevant Conventions conclude between the Client and BCR.
- 7.2. The Client and BCR can unilaterally denounce CSB or any Convention regarding Payment Services by a written Notification sent 15 (fifteen) days before the Client's denunciation, respectively two months before BCR denunciation.
- 7.3. The cease of CSB application results in the closing of all Accounts, blockage of all Cards and termination of any Banking Services supply.
- 7.4. The cease of CSB and of any Convention application will produce effects in the future and the Client's obligations due until the termination date and BCR rights derived from the Conventions will produce full effects until the full repayment by the Client of all amounts due to BCR and until the return to BCR of all instruments (Token, Cards, etc) made available to him.
- 7.5. On the Conventions termination, BCR will offer the Client for free a document confirming that all obligations between the parties were extinguished. At the same time, all Accounts related to the respective Banking Services will be closed, without the payment of any additional Costs.

II. CLIENTS' IDENTIFICATION AND KNOWLEDGE.CLIENT'S REPRESENTATION

8. CLIENT'S IDENTIFICATION

- 8.1. BCR will verify the identity of the Client, of his legal representative, of the Proxy or User when initiating the relation and anytime during the supply of Banking Services.

- 8.2. Identity is established based on the original identity document, of the Signature Specimen and/or of other documents requested by BCR in the Banking Units, or based on the identification elements agreed for the Banking Services which do not require the Client's presence in a Banking Unit.
- 8.3. Any Service is supplied only after the Client's identification and, by the case, of his legal representative, of the Proxy and/or User.
- 8.4. BCR has the right to refuse the initiation of continuation of Banking Services supply, as well as to refuse to perform any Banking Transaction or execute any Instruction: (a) if the Client does not provide the documents and/or information requested by BCR or provides data and/or documents which are false, incomplete or incorrect; or in case BCR has suspicions of fraud or false or has suspicions regarding the purpose or nature of the Banking Transaction.
- 8.5. The Signature Specimens of the Client and of his Proxies will be gathered, according to BCR request, at the moment of Conventions signing, as well as later (e.g. when new Proxies are added, if the case). The Signature Specimens will be stored in BCR systems.
- 8.6. BCR has the right to refuse to perform any Banking Transaction if BCR has suspicions regarding the reality of declarations or of the documents supplied by the Client, including when the identification elements supplied by the Client or by his Proxy/User do not match those registered in BCR records.

9. KNOW-YOUR-CUSTOMER.MONEY LAUNDERING PREVENTION

- 9.1. BCR has obligations imposed by the legislation on know-your-customer and money laundering prevention and crime financing. BCR can refuse to supply any Banking Services or to perform any operation in case the Client or the Proxy does not comply with BCR requests based on such legal obligations.

10. CONVENTIONAL PROXIES

- 10.1. In the relation with BCR, the Client can act personally, or by a Proxy.
- 10.2. **Mandate based on account opening Convention.** The Client can set up one or several Proxies, by nominating them when opening the Account or later, by an addendum signed in front of BCR representatives. BCR will identify the Proxy, according to the rules set up in Clause 8 (*Client's Identification*). The mandate remains valid for the whole period of Convention until BCR receives from the Client a written notification regarding its revocation, cease or change due to any reasons. The appointed Proxies by the relevant Conventions of Current Account will have unlimited rights on the Current Account in their relation with BCR. The appointed Proxies in the relevant Conventions who were granted the right to liquidate/open new Saving Products were also mandated to perform from/through the attached Current Accounts all the required operations to achieve their mandate granted by the relevant Convention.
- 10.3. **Representation based on authentic power of attorney.** The Client can also be represented by a Proxy appointed by a valid power of attorney granted by the Client, made available to BCR in authentic form and which includes in detail the operations making the object of the mandate. BCR has the right, but not also the obligation to also consider a mandate which is granted by a power of attorney which was not concluded in authentic form.
- 10.4. BCR has the right not to consider the mandate granted based on a power of attorney which do not stipulate its period, if since its authentication more than 3 (three) years have passed.
- 10.5. The Client undertakes to notify BCR about the change, cease or revocation due to any reason of the mandate given to the Proxy or to another person, as soon as possible since the event occurrence. The Client is liable and fully bearing the risk of any loss suffered as a result of incompliance with this notification obligation.
- 10.6. BCR reserves the right: (i) to request the Client to register with the National Notary's Register of Power of Attorneys and their Revocations ("**RNNEPR**") the power of attorneys in authentic form; and (ii) to make verifications in RNNEPR regarding the revocation of these powers of attorney. The revocation verification is usually made when the power of attorney is presented for the first time, as well as later, whenever BCR thinks such a verification is necessary both to avoid some Banking Transactions that might prejudice the Client, as to observe the banking know-your-customer requirements and practices. The verification by BCR if a power of attorney is registered and/or revoked is commissioned according to the Commissions Tariff valid on the verifications date in RNNEPR.

The verification of power of attorneys in RNNEPR will take place in Working Days, during the Working Timetable displayed in the Banking Units and on the Internet Page, but without exceeding COT set up by BCR for power of attorneys receiving.

11. LACK OF EXERCISE CAPACITY. CLIENT'S RESTRICTED EXERCISE CAPACITY

- 11.1. In all legal documents and operations with BCR, the Client without exercise capacity (underage physical person who is not 14 (fourteen) years old or the physical person of age under legal court interdiction) will be presented by his legal representative, who will be able to make operations in the Client's name, within legal limits.

- 11.2. In all legal documents and operations with BCR, the Client limited exercise capacity (underage physical person of over 14 (fourteen) years old) will be able to make operations personally, with the accord of his legal representative and, by the case, with the accord of the guardianship court and the advice of the family council. The accord of the legal representatives (parents/guardian/special custodian) can be expressed directly in a Convention, when concluding it, or based on the statement given the latest at the moment of Convention signing in front of BCR or in authenticated form in front of the notary public, according to the models made available by BCR (if they exist).
- 11.3. The underage Client has the right to deposit in his Accounts any amount without the accord of his parents/guardian/special custodian on condition the total value of the existing amounts in his Account do not exceed the secured amount by the Bank Deposit Guarantee Fund. The underage Client has the right to deposit amounts in his Accounts with the accord of his parents/guardian/special custodian, even if the total amounts deposited in BCR Accounts exceed the secured amount by the Bank Deposit Guarantee Fund.
- 12. PERSONS INCAPABLE TO READ OR WRITE**
- 12.1. In the relation with BCR, the Client who cannot read and/or write will make any legal document: (a) in written form as an authenticated document, (b) by a Proxy with a specially authenticated power of attorney; or (c) by other legal way securing the validity of the Client's consent regarding the respective document.

III. PERSONAL DATA PROTECTION.BANKING SECRET

13. PERSOANE VIZATE

- 13.1. For the purposes of this chapter, the targeted persons are the Client (even after the Banking Services ceased to be supplied), Proxies, Users, co-payers (co-debtors) and fidejussors, any potential clients and the members of their families.

14. PERSONAL DATA PROCESSING. AUTHORIZATION

- 14.1. BCR processes personal data based on the provisions of Law no. 677/2001. Their processing by BCR is registered in personal data processing register under no. 3772-3776.
- 14.2. By the Contractual Documentation BCR offers the Client the option right regarding certain aspects related to his personal data processing, according to the provisions of Law no. 677/2001. The provisions below will be applied according to the options the Client expressed in this sense.
- 14.3. BCR will be able to process the information on the Client's name in BCR records and send them to the Credit Bureau SA, to the Credit Risk Head Office and/or to other data basis organized in a centralized system managed by a public and/or private right entity in view of their processing and of the consultation of the information registered on his name in the respective data basis by any credit institution participating in a debtors' record system whenever required in view of initiating or running a contractual relation with the respective entities and according to legal provisions. In the absence of this consent, BCR will not send such personal data to the entities mentioned in this article, unless the personal data are sent according to some legal provisions.
- 14.4. In compliance with the Client's expressed options, BCR understands to use the PIN or any other unique identification element (in case of non-resident physical persons) only in view of identifying the Client and during PIN processing, to monitor and meet all obligations stipulated in the applicable laws.

15. CATEGORIES OF DATA

- 15.1. Personal data represent any information about a physical person, identified or identifiable, such as: surname and name, surname and name of the family members, gender, date and place of birth, citizenship, signature, data from civil status documents number of pension file, telephone/fax, domicile/residence address, e-mail, profession, place of work, professional training – diplomas-studies, marital status, economic and financial condition, data regarding the owned assets, banking data, image, Card number, Card expiry date, IBAN code, personal identification number, series and number of the identity document, data regarding his health condition, information dedicated to the performance of activities permitted to credit institutions, according to the Baking Law.
- 15.2. The Client is bound to supply personal data as they are required for the supply of Banking Services. The Client's refuse to supply such data leads to the impossibility of providing Banking Services.

16. PROCESSING

- 16.1. Personal data processing represents any operation or set of operations performed on the personal data by automatic or non-automatic means.

17. DATA ADDRESSEES

- 17.1. The addressees of personal data can be: the targeted person or his legal representatives, BCR representatives, BCR contractual partners, entities within BCR Group, court authorities, public authorities of any kind, services and commodity suppliers, banking companies, credit bureaus, credit agents, debts collecting or receivable recovering agents, insurance and reinsurance companies, professional organizations, market survey organizations.
- 17.2. In case of international transfer performed by SWIFT, the personal data mentioned in the transfer documents can be accessed by the North American authorities (US Treasury Department) in view of enforcing the national legislation regarding money laundering or criminal finance control.

18. PROCESSING PERIOD.DATA LATER DESTINATION

- 18.1. IN view of analyzing the above mentioned purposes, BCR will process the personal data during the whole period of activities conducted by BCR, until the moment the Client, his legal representative, his Proxies or Users will manifest their opposition right.
- 18.2. After the end of personal data processing operations for the purposes they were collected, if the targeted person does not manifest their opposition right according to the law, such data would be archived by BCR for the period provided by the legislation in force (especially regarding the National Archives), or would be destroyed.

19. DATA TRANSFERS ABROAD

- 19.1. BCR can transfer data at home and abroad and/or to EU space and the European Economic Zone consequent or in view of concluding or executing a Convention between the targeted person and BCR, or a Convention signed or to be signed in the interest of the targeted person, between BCR and a third party, on condition the destination state assures an adequate protection level. If such conditions are not met, BCR will not send such data according to this clause, unless such transfer is made in the execution of Banking Services.

20. RIGHTS OF TARGETED PERSONS

- 20.1. The targeted persons can exert all the rights provided by the Law no. 677/2001, especially: (i) the right to information, (ii) the right to access data, (iii) the intervention right, (iv) the opposition right, (v) the right not to be submitted to an individual decision, (vi) the right to address the National Supervision Authority of Personal Data Processing or to justice.
- 20.2. The targeted persons can exert their right to access, the intervention right and opposition right by sending to BCR, in any Banking Unit, a written application. This application will have attached a legible copy of the signatory's identity document.

21. BANKING SECRET

- 21.1. BCR will preserve the confidentiality about all actions, data and information regarding the activity conducted regarding the Client, in the conditions provided by the Banking Law and by other applicable regulations.
- 21.2. The Client understands and accepts that BCR has the right, or by the case, the obligation to disclose such actions, data or information to any enabled authorities according to the Banking Law to request or receive such information.
- 21.3. BCR will be able to supply any information about any of the targeted persons and the Contractual Documentation as it regards required or appropriate, to any person to whom it intends to assign or transfer all or any of its rights and obligations based on the Contractual Documentation.
- 21.4. BCR will take all reasonable measures so that its representatives or employees do not use to their personal benefit or to the benefit of others, directly or indirectly, information submitted to the professional secret in the banking field, which they hold or became aware of in any way.

IV. INSTRUCTIONS

22. GENERAL ASPECTS.INSTRUCTIONS FORM

- 22.1. The provisions of this chapter will adequately be applied also as regards the Instructions BCR is sending to a Proxy, User or legal representative of the Client.
- 22.2. BCR will execute a Client's Instruction if it is clear, concrete, complete, sent according to the Contractual Documentation and the regulations applicable to the Client and for the operation the Instruction is referring to. In a contrary case, BCR will be able to refuse to execute the Instructions. Even if an Instruction does not comply with the form provided in the Contractual Documentation, BCR can decide (without being obliged to do so) to execute the respective Instruction if, in the transmitted for, it contains all the specifications required for execution.

- 22.3. In case of Instructions the Client has sent through 24 Banking BCR, BCR can request him the confirmation of the respective Instructions by similar or different communication means than those through which the Instruction was transmitted.
- 22.4. In case the Client initiates Instructions through 24 Banking BCR, he is bound to take all adequate precaution measures to avoid transmission errors or unauthorized use.
- 22.5. BCR can request any justifying documents regarding the Banking Transactions ordered by the Client (before or after the execution of any Banking Transaction) whenever it regards necessary. BCR can refuse to perform a further Transaction or Banking Transactions if the requested documentation is not supplied in due time.

23. INSTRUCTIONS SIGNING

- 23.1. On condition of meeting any other applicable requirements, BCR will execute an Instruction sent by the Client if his signature existing on that Instruction seems to be matching that from the Signature Specimen. If BCR does not have a Client's Signature Specimen or his signature does not seem to match the one on the Instruction, BCR will refuse to execute such Instructions, except for the case in which it can be proved in another way that the respective signature belongs to the Client.
- 23.2. The instruction sent by an electronic communication means can be regarded as an Instruction signed by the Client if the specific conditions are met. The Instructions sent by 24 Banking BCR have to comply with the specific authorization rules.
- 23.3. Each power of attorney, authorization or Instruction of mandate kind sent by the Client to BCR by means of or related to the Contractual Documentation is regarded as given for the whole period of the Contractual Documentation and is also regarded as irrevocable, except for the cases in which the parties expressly agree in writing a different validity period or the revocation possibility. The provisions of Art. 2.015 of the Civil Code are not applicable to any such power of attorney, authorization of Instruction.
- 23.4. BCR can execute any power of attorney, authorization or Instruction of mandate kind given by the Client, either personally, or by means of other persons selected by BCR.
- 23.5. Until the expiry of its validity term or until the termination of the Contractual Documentation, any mandate sent by the Client to BCR by means of or related to the Contractual Documentation is regarded as irrevocable, unless the parties specifically agree in writing over the revocation possibility.

24. LEGALITY

- 24.1. If BCR appreciates that the supply of Banking Services, according to the Instructions received from the Client, will result in the violation of an applicable legal provision, BCR will be entitled not to execute such Instructions.
- 24.2. BCR has the right, but not also the obligation to conduct investigations in view of clarifying the above mentioned legality aspects.

25. FINANCIAL MARKET PROTECTION

- 25.1. If BCR appreciates that the supply of Banking Services, according to the Instructions received from the Client, will result in the transparency deterioration of the financial market, BCR will be entitled not to execute such Instructions.

26. COMMUNICATION OF NON EXECUTION

- 26.1. BCR will notify the Client about the Instructions which were not executed, together with the refuse reasons, if this is possible and not forbidden by relevant legal provisions.

27. WORKING TIMETABLE

- 27.1. BCR supplies the Banking Services in the Working Days, according to the Working Timetable displayed in the Banking Units and on the Internet Page.
- 27.2. The Client's Instructions will be executed by BCR in compliance with the rules of the systems through which such Instructions are processed, considering the time limit set up for running the relevant banking operations.
- 27.3. BCR can establish some days as Working Days or not working days, this information being communicated and opposable to the Client by displaying the Working Timetable in the Banking Units, on the Internet Page and by the available information at BCR Contact Center.

28. SUPPLY AREA OF BANKING SERVICES

- 28.1. BCR can decide that certain Banking Services for physical persons are offered only through certain Banking Units, in which case, the list of Banking Services offered in each of its Banking Units should be available on the Internet Page. The change of this list will be done by Communication.

29. INSTRUCTIONS CANCELLATION OR CHANGE UPON THE CLIENT'S REQUEST

- 29.1. BCR does not have the obligation to cancel or change a validly received Instruction from the Client, even if it expresses a revocation request or a change of the respective Instruction.
- 29.2. By exception, if BCR agrees to change or cancel an Instruction received from the Client, BCR will charge the specific Costs of those operations, according to the applicable Convention or to the Standard Fees Tariff.

V. COMMUNICATION BETWEEN THE CLIENT AND BCR

30. COMMUNICATIONS, NOTIFICATIONS, INFORMATIONS

- 30.1. Communications have a general nature, being addressed to all BCR clients. BCR will make any Communication by display at the Banking Units premises and/or by publication on its Internet Page and/or by another mass communication means. The Communication date will be regarded as the date of its display or publication, by the case.
- 30.2. Unlike Communications, the Notifications are directly addressed to the Client.
- 30.3. Except for the cases providing otherwise, BCR can send any Notification to the Client by any of the following means, on BCR choice: simple or registered letter with receipt confirmation, BCR direct delivery or by postal offices, courier, telephonic call, Mailbox, fax, SMS, e-mail or any other electronic communication means.
- 30.4. Any BCR Notification made by courier or postal agent will be regarded as received by the Client on the fifth (5) Working Days since its dispatch, if there is no proof of an earlier receipt by the Client. Any Notification sent by fax, SMS, Mailbox, e-mail or by any other electronic communication means is regarded received by the Client on the day of its dispatch.
- 30.5. Any correspondence sent to the Client by postal offices or courier to the last address established according to Art. 30.6 and returned as not delivered will be regarded sent on the date of its return written on the envelope by the postal office.
- 30.6. For any Notification and/or Information, BCR will use the contact details from the correspondence address made available by the Client, according to the Client's option expressed in the Convention. If no option is expressed or if no correspondence address is established, BCR will use the domicile or residence address. Starting a date which will be previously communicated by SMS, BCR will send the contractual notifications in writing, on a lasting support on BCR website, www.bcr.ro, to the extent in which the Client did not choose to receive the notifications by the Mailbox facility attached to Internet Banking service. To access the notifications, the Client has to follow the authentication steps for his logging in the area "My Account" on BCR website. The Notifications will be preserved as an archive for the whole validity period of the contract and the Client will be warned about each notification dispatch on the website by a SMS. In case the Client does not want to be notified as mentioned above, he can choose to receive written notifications by postal services/courier by simple letter by calling InfoBCR: 0800.801.227 or going to any BCR Banking Unit to leave a written request.
- 30.7. BCR can send the Client goods or objects, irrespective of their value, by any means set up by BCR as fit, without having the obligation to make sure or be liable that such goods or objects adequately reach their destination.
- 30.8. In the absence of specific contrary provisions, any Notification made by BCR to the Client will be in writing, by registered letter with receipt confirmation or by its registration at the premise of a Banking Unit.
- 30.9. If the Client is part of a Convention for the use of 24 Banking BCR, BCR can communicate with the Client by electronic communication means and also send him such Notifications, which are regarded as received by the Client on the date of their being available to the Client.
- 30.10. During the business relation the Client has the right, at any moment to receive, upon request, on paper or on any other lasting support, the version in force of CSB as well as the Standard Fees Tariff.

31. REGISTRATION AND ARCHIVING OF THE COMMUNICATION WITH THE CLIENT

- 31.1. BCR can record any phone call between BCR and the Client, the latter being warned about this aspect before each conversation and having the right to turn off the call if he does not agree with the recording. The lack of the Client's accord for the recording of the phone call can result in BCR not executing the respective Instruction.
- 31.2. BCR can activate the phone call records and any Instructions or documents received from the Client.

32. DOCUMENTS IN AUTHENTIC FORM AND WITH APPOSTILES

- 32.1. BCR can request that the documents sent by the Client have a special form (authenticated document, notarized copy or other form of certifying the compliance of a copy with the original).
- 32.2. In case of documents signed outside Romania, BCR can request the over-notarization of such documents or, by the case their having apostils, even if such a form is not mandatory according to legal provisions.

33. ROMANIAN LANGUAGE.AUTHORIZED TRANSLATIONS

33.1. BCR is not obliged to accept any document issued in a foreign language, unless this is provided in the relevant Convention. In any case, BCR can request the Client to supply an authorized and notarized translation into the Romanian language.

34. NOTIFICATION OF CHANGES IN THE CLIENT'S CONDITION

34.1. The Client will notify BCR, on his own expense, in writing within at most 5 (five) calendar days since the occurrence of any change related to his condition or to any information and/or documents previously made available to BCR and will supply BCR the documents confirming the respective change and any other information requested by BCR, in the requested form. The notification obligation is applied to: (a) any change regarding the Client's identity or identification or of his Proxies, Signature Specimen or the granted mandates; (b) any change of any date or information supplied to BCR about any Convention or Banking transaction, including related to co-debtors, fidejussors, guarantors or any other person who is part of or whom the Contractual Documentation makes reference to; (c) any fact or change which might affect the Banking Transactions or the performance of Banking Services; (d) any change or event which can be regarded as unfavorably affecting the Client's capacity to meet his obligations to BCR, resulting from or related to the Contractual Documentation; and (e) any fact which might determine the Client, his Proxies or co-payers (co-debtors) and fidejussors be regarded as a Client in Special Relations to BCR.

34.2. Any such change will become opposable to BCR as of the first Working Day following the day in which BCR received a validly transmitted Notification in this sense.

VI. REPRESENTATIONS AND WARRANTIES.PARTIES' RIGHTS AND OBLIGATIONS.

35. CLIENT'S REPRESENTATIONS AND WARRANTIES

35.1. The Client represents and warrants in this clause in favor of BCR, to complete any other representations and warranties given by him within any Convention, considering that BCR concluded the Contractual Documentation essentially based on each of such representations and warranties.

35.2. The Client represents and warrants BCR that:

35.2.1. he has the capacity of use and exercise as resulted from the Contractual Documentation, being able to contract the Banking Services making the object of Contractual Documentation, to grant guarantees and adequately assume and meet all obligations according to the Contractual Documentation;

35.2.2. he has obtained all the approvals from all the competent authorities and took all the necessary or required measures according to the laws and regulations of Romania to conclude the Contractual Documentation and to adequately meet his obligations derived from it;

35.2.3. the obligations provided to be assumed based on the Contractual Documentation are committing the Client's accountability and can be foreclosed;

35.2.4. neither the Contractual Documentation and not the compliance with any of its provisions are violating any law, regulation, court decision or of other nature, administrative order or of another kind applicable to the Client, respectively any contract, accord or document legally committing the Client or any of his possessions;

35.2.5. all information the Client supplied to BCR are true, complete and correct at the date they were provided and are not of a deceiving nature in any way;

35.2.6. there is no litigation in the courts of law or arbitration or any administrative procedure in progress or pending and that there is no compensation request or dispute which might affect the Client's capacity to meet the obligations assumed by the Contractual Documentation.

35.3. The representations and warranties above will be regarded as given by the Client when concluding in the future any Convention with BCR, except for the case when he notifies BCR otherwise.

36. CLIENT'S RIGHTS

36.1. In the relations with BCR, the Client has the rights expressly conferred by the Contractual Documentation as well as by the law, to the extent he does not waiver them.

37. CLIENT'S OBLIGATIONS

37.1. The obligations provided in this clause will be in force as long as the Client benefits of any of the Banking Services and, if the case, further on until the full reimbursement of any amounts the Client has to pay to BCR.

37.2. The Client will comply with all the applicable legal provisions and whose incompliance might affect his capacity to meet his obligations to BCR.

37.3. The Client undertakes to diligently inform himself about the relevant aspect and data for the Conventions execution.

- 37.4. The Client undertakes to correctly supply all data and documents BCR will request for the purpose of each Banking Service, as well as any other documents of information requested by BCR.
- 37.5. The Client undertakes to exactly and promptly meet all his obligations resulted from the Contractual Documentation.
- 37.6. The Client understands and accepts that except for some specific contrary provisions, all his obligations resulting from or related to the Contractual Documentation are absolute obligations.
- 37.7. The Client undertakes to notify BCR about any errors regarding any BCR data, information and/or systems or made available by BCR about which the Client was aware or had the reasonable possibility of being aware during the use of a Banking Service.
- 37.8. The Client undertakes to compensate BCR for any prejudices, damages, losses or expenses born by BCR as a result of the Client's financial responsibility determination for the payment refuses.

38. OBLIGATIONS MEETING BY THE CLIENT

- 38.1. The Client is held liable to meet his obligations to BCR which imply the Client's presence at the Banking Unit where the Client opened his Accounts, unless otherwise provided by Conventions or by CSB.
- 38.2. The remittance by BCR of the judgment debt does not create the presumption of the Client's payment obligation extinguish to BCR.
- 38.3. The Client is rightfully in delay as regards the meeting of his obligations by the simple reaching to the deadlines provided in the Contractual Documentation, as well as in other cases provided by the law, without the need to place him in default or any other formality.

39. BCR RIGHTS

- 39.1. In the relations to the Client, BCR has all rights expressly conferred by the Contractual Documentation and/or by the law.
- 39.2. BCR can take all the required or useful measures to preserve its rights.
- 39.3. Without limitation regarding the generality of the above, BCR has the following basic rights:
 - 39.3.1. to refuse the execution of any Instructions if they are contrary to the policies and internal procedures of BCR or of BCR Group, to international standards applied by BCR, to the law or to an order issued by a competent authority;
 - 39.3.2. to refuse the supply of Banking Services in case such an activity could lead to a conflict of interests between BCR and the Client or between the Client and other BCR clients;
 - 39.3.3. to compensate the interests, any Costs or amounts due to BCR according to the Contractual Documentation by the amounts existing in any of the Client's accounts, including any Deposit Account (even if not reaching the term) or by any amounts the Client had to receive from BCR from any Banking Transactions or the Contractual Documentation (including any claims in court), irrespective of the moment they are due and the legal grounds for which they are due, without the previous accord of the Client, other that expressed by his signing of CSB. To achieve any of its rights, including the above, BCR is authorized by the Client to debit any of his Accounts (including Current Bank Accounts, deposit accounts, saving accounts or of any other type), irrespective of the Accounts currency, by the amounts the Client is due. In case of deposit account which has not reached their term, the amounts left after paying the Client's obligations to BCR will be transferred into the Client's Account through which the deposit was set up and the interest will be paid corresponding to the Account they were transferred to. In case of Accounts in foreign currency, the Client mandates BCR to perform in his name and on his account any operation of currency exchange in view of recovering the above mentioned amounts, at BCR Reference Exchange Rate at the moment of the exchange operation.
 - 39.3.4. To send to the Payment Incidents Register, Credit Risk Register and the Credit Bureau, as well as to other competent institutions, the risk information, as well as information about the Credits, fraudulent activity and information regarding the inaccuracies in the documents or declarations registered on the name of the Client and/or of his representatives in view of processing or consulting them whenever required.

40. BCR OBLIGATIONS

- 40.1. BCR assumes to the Client exclusively the obligations specifically stipulated in the Contractual Documentation.
- 40.2. BCR will perform in the Client's favor exclusively those Banking Services contracted according to the relevant Conventions.
- 40.3. BCR will execute exclusively the operations for which it receives instructions according to the Contractual Documentation.
- 40.4. BCR will grant the interest for the credit balances of the Accounts according to the provisions of the Contractual Documentation.

41. LIMITATION OF BCR LIABILITY

- 41.1. BCR will be held liable only for the effective prejudices suffered by the Client, directly caused by BCR by violating the obligations assumed through the Contractual Documentation.
- 41.2. BCR liability does not occur in abnormal and unforeseen circumstances, beyond BCR control and whose consequences could not be avoided despite the diligences in this sense and/or if BCR is bound to comply with other legal provisions or for prejudices resulted from Client's actions or facts.
- 41.3. BCR cannot be held liable for losses caused by fluctuations of reference indices or fluctuations of the exchange rate performed by another credit institution involved in the relevant Banking Transaction, irrespective of the country in which it is operating.
- 41.4. BCR will not be accountable for prejudices resulted from foreclosures or assuring measures decided regarding the Client's Accounts, goods or assets in BCR possession, or resulted from the operations ordered by competent authorities, according to legal provisions or for the possible prejudices the Client might suffer as a result of foreclosure measures decided by BCR in case the Client did not observe his obligations.
- 41.5. BCR is not liable regarding the collections in or from abroad in any of the following cases: (i) payments suspension, moratorium over payments or seizure of the amounts of money by the collecting agent or foreign payer, by third parties in relation with the respective agent or by the authorities in the jurisdiction he is operating; (ii) the beneficiary's refuse to cash the transmitted amounts; or (iii) the lack of information required to process an operation.
- 41.6. BCR will not be accountable for prejudices resulted from: (i) Client's facts or actions violating legal provisions; (ii) the refuse of an authorization request of a payment from the Account or the unacceptance on payment of a Card attached to the account, as a result of an event which cannot be controlled by BCR; (iii) performance of an operation by a Proxy whose mandate was revoked without BCR notification or before the presentation to BCR of the proof of Client's death.
- 41.7. BCR will not be accountable for the Accounts blockage in case through those accounts funds with special destination or coming from certain sources will be run, considering that once entered the Account, the amounts of money are depersonalized.
- 41.8. BCR will not be accountable for the consequences of any BCR refuse to execute the Instructions of the Client/ Proxy if the identification elements or the signature provided by him are incomplete or incorrect compared to the information and Signature Specimen in BCR records.
- 41.9. In case some Instructions are sent by Internet Banking and Mobile Banking, BCR is not liable for the execution of the respective Instructions if they were issued by unauthorized persons who knew the access passwords and the specific identification elements, or were issued by the Client without complying with the technical requirements provided in the relevant Conventions.
- 41.10. BCR cannot be held liable for the possible prejudices caused as a result of the failure to communicate in due time and in safe conditions the information or data made available to BCR by the Client, including as regards his Proxies or regarding the Client's death.
- 41.11. Except for the case in which it specifically committed to, BCR is not bound to offer the Client consultancy for his operations and will not be liable for the economic losses or of other nature which might result from them.
- 41.12. BCR can decide to make unavailable any of the Banking Services at certain moments, even within the Working Timetable, and will not be held liable for the possible prejudices suffered by the Client.
- 41.13. In case BCR receives requests to return the funds which credited the Client's BCR Accounts as a result of some frauds whose existence is signaled and/or confirmed by SEPA, BCR will be entitled to immediately debit the Accounts, without previously informing the Client. BCR will not be held accountable for such operations, being regarded as irrevocably mandated in this sense, and will not compensate the Client for any damage.
- 41.14. These general rules regarding the parties' liability will be completed by the special provisions in these CSB.

VII. INTEREST

42. INTEREST RELATED TO CREDIT BALANCES

- 42.1. For the cash available registered in Current Bank Accounts, BCR practices the interest level related to cash available at sight. For certain period and/or certain Banking Services, according to the specific Convention, BCR can decide not to pay the interest at sight to the cash available in the Current Bank Accounts.
- 42.2. BCR does not calculate interest for the amount below the minimal limit set up by Conventions and visibly displayed in the Banking Units or on the Internet Page.
- 42.3. Unless otherwise agreed, the interest is calculated monthly for a year of 365 (366) days, according to the calculation formula $365(366)/365(366)$.
- 42.4. BCR pays the interest monthly or at another frequency as specified in the Contractual Documentation.

42.5. When Convention validity expires, BCR will calculate and pay the interest related to the funds in the Account until the respective date, according to the rules specified in the relevant Conventions.

42.6. The interest paid by BCR will be diminished by the Client's tax on the income from interests, according to the applicable legal provisions and to Chapter IX of section General Provisions of CSB.

43. INTEREST RELATED TO DEBIT BALANCES

43.1. If the Client has an account overdraft which was not contractually agreed, BCR would charge a penalizing interest, calculated as of the day that overdraft occurred.

44. PENALIZING INTEREST

44.1. In case the Client does not meet any payment obligation to BCR at the term provided in the Contractual Documentation (or upon BCR request in case of payment obligations which have to be met on request), or for the amounts drawn but not contractually agreed, including for exceeding the overdraft Ceiling (if the case), BCR can charge the Client penalizing interests related to the unpaid amounts, at the value set up in the applicable Convention. The unpaid amount will bear a penalizing interest as of the first day of payment default (inclusively) and until the day the full payment is made (exclusively).

45. INTEREST FOR THE CASES OF BCR GUILT

45.1. If BCR does not comply, from its guilt, the deadline set up by the Contractual Documentation for the execution of a Payment Instruction validly sent by the Client, BCR will pay the Client a penalizing interest equal to the applicable interest by BCR to the Current Accounts, in the currency of BCR payment obligation, valid for the respective period, for the whole period of delay.

VIII. COSTS OF BANKING SERVICES

46. COSTS

46.1. For the Banking Services performed by BCR, the Client will pay fees, taxes as well as possible costs due to third parties, including those related to the drafting, signing or dispatch of any documents related to the Banking Services, according to the Contractual Documentation. BCR will provide the Client Banking Services only to the extent in which all their related Costs were fully paid by the Client.

46.2. The fees, taxes and charges will be calculated at NBR Reference Exchange Rate valid for the day of their accounting registration.

46.3. BCR has the right to automatically debit the Accounts by any amounts due and unpaid by the Client, based on the Contractual Documentation.

46.4. BCR investigations made upon the Client's request, for the execution of an Instruction or as a result of meeting some legal obligations of BCR are commissioned according to the Standard Fees Tariff in force, to which the investigation fees charged by other credit institutions might be added.

46.5. BCR can ask the Client the down payment or reimbursement of the Costs BCR has to bear for the registration of some rights, facts and legal relations in public registers. BCR can refuse to perform the operations requested by the Client if the latter is not paying the required amounts.

46.6. The costs related to the use of communication services and data transfer for the use of 24 Banking BCR will be borne by the Client.

46.7. If the Available Balance is zero for a certain Account, BCR can unilaterally decide and without notifying the Client to apply zero fees to that Account, while they will return to the value stipulated in the Contractual Documentation when the Available Balance becomes positive. In any case, BCR can unilaterally decide and without notifying the Client to apply smaller fees than those agreed by the Contractual Documentation, and then, under the same conditions, to revert to the fees set up by the Contractual Documentation.

47. COMPENSATIONS. EXPENSES RECOVERY

47.1. The Client will repay to BCR the Costs BCE can bear related to the Banking Services, according to the Contractual Documentation.

47.2. The Client will compensate BCR within 3 (three) Working Days since BCR request for any prejudice, damage, cost, loss or expenses suffered by BCR as a result of:

47.2.1. the Client's default of any obligation related to the Contractual Documentation;

47.2.2. investigation of any event BCR regards as representing a default of the Client's obligations;

47.2.3. a BCR action according to a Client's Instruction, of a Proxy or of any mandate of them which BCR reasonably regards as correct and adequately authorized or as a result of the establishment of the Client's financial accountability for the payment refuses; or

47.2.4. obtaining amounts of money or any other benefits from Banking Transactions based on data errors, information and/or systems about which the Client had knowledge or had reasonably the possibility to be aware of and/or if

the trading decision was made considering the existence of an undue benefit obtained or sought consequent to the performance of some Banking Transactions.

48. PAYMENT IMPUTATION

- 48.1. In case BCR receives a deposit or an insufficient payment to cover all the due amounts at the respective moment by the Client according to the Contractual Documentation, BCR will use the cashed amount to pay the due and unpaid amounts in the following order: (a) insurance premiums, (b) Costs, (c) penalizing interest, then due interests, (d) due capital, and (e) current Costs, current interests and current capital.
- 48.2. In case of competition between the amounts due from different Conventions, when BCR receives a deposit or an insufficient payment to cover all the due amounts, BCR will use the cashed amount to pay the due and unpaid amounts in the following order: (a) amounts drawn but not contractually agreed; (b) insurance premiums; (c) overdue amounts related to any Credits; and (d) overdue amounts related to Current Bank Accounts or to the deposit accounts. The overdue amounts related to Credits will be extinguished in the following order: (a) considering the debit type and the number of delay days on the payment of the amounts related to Credits, decreasingly: first, for the payment of fees, then of interests, then of the capital, in the chronological order of their maturities; (b) considering the currency and the type of Credit: for the payment of the amounts denominated in the currency of the deposited amount, if the Credits are not in the same currency; for the payment of the amounts related to secured Credits, then of the amounts related to unsecured Credits, if the Credits are in the same currency; and (c) for the Credits of the same type: first for the payment of the due amounts denominated in the currency of the deposited amount, then of other due amounts denominated in different currencies than the deposited amount. Overdue amounts related to Current Bank Accounts or to the deposit accounts, in the following order: (a) in the chronological order of their maturity; (b) depending on the currency: first for the payment of the due amounts denominated in the currency of the deposited amount, then of the due amounts denominated in different currencies than that of the deposited amount; and (c) in the order of their value: first for the payment of smaller overdue amounts, then for the payment of larger overdue amounts.
- 48.3. For the unregulated aspects conventionally, the legal provisions on payment imputation are applied.
- 48.4. For the achievement of possible foreign currency exchanges BCR Reference Exchange Rate will be applied.

IX. TAXES

49. COMPENSATIONS FOR TAXES RETAINED AT SOURCE

- 49.1. The Client will make all the payments he has to perform according to the Contractual Documentation, without any deduction or withholding at source, except for the cases they are mandatory according to the law.
- 49.2. In case the Client is bound by law to make a deduction or a withholding at source, the amount to be paid by the Client to BCR will be increased by an amount which after the deduction or withholding at source to be the effectively the amount paid to BCR and equal to the amount which should have been paid to BCR if no deduction or withholding at source was necessary.
- 49.3. If the deduction or withholding at source represents a tax which, by the law, had to be paid by BCR, then by the increase made according to the provisions of the previous article, the Client hold a receivable over BCR equal to the increase value, which will be paid by BCR within 30 (thirty) days since the date of the Client's Notification accompanied by the proving documents regarding the tax payment.

50. WITHHODING THE TAXES DUE BY THE CLIENT TO THE ROMANIAN STATE

- 50.1. BCR will retain and transfer the taxes the Client is due to the Romanian state, according to applicable legal regulations.

X. GUARANTEES

51. SECURING THE CLIENT'S OBLIGATIONS

- 51.1. Depending on the specific character of the Banking Services, BCR can ask the Client to establish or replenish pledges or real estate mortgages or personal guarantees (collectively "**Guarantees**") to secure his obligations related to the Banking Services. In compliance with applicable legal provisions, the Client will establish or replenish such Guarantees requested by BCR or will replace them by similar others, by the case. All Costs related to the establishment, publicity, replacement, replenishment and/or extinguish of the Guarantees will exclusively be borne by the Client.

52. GUARANTEES VALUATION

- 52.1. If (a) events occur which could change the value of a Guarantee (such as market evolution of Guarantee changes), or (b) the requirement to value the Guarantee is set up by the law or requested by an authority, BCR has the right to request an independent valuation report of that Guarantee, the Costs being born by the Client.

53. GUARANTEES USE AND INSURANCE

- 53.1. The Client will preserve, on his own expense, the goods making the object of Guarantees and will use them with the diligence of a good owner, according to their destination.
- 53.2. If the nature of the goods brought as guarantee allows, the Client will insure them with an insurance company, assigning or mortgaging the rights related to the insurance contract in BCR favor or appointing BCR as beneficiary of the insurance allowance, according to BCR request.

54. GUARANTEES EXECUTION

- 54.1. In case the Client does not meet any obligation to BCR on its maturity, BCR can execute any Guarantee, according to the Contractual Documentation. These provisions do not restrict in any way BCR right to initiate the foreclosure procedure over any other good of the Client, even if it does not make the object of a Guarantee.
- 54.2. All the expenses derived from the procedure of Guarantees execution, including the expenses for goods recovery and conservation will be borne by the Client.

XI. FINAL PROVISIONS

55. PLACE OF BUSINESS PERFORMANCE

- 55.1. The Banking Services will be performed in the Banking Units where the Client opened his Accounts (unless otherwise provided by Conventions), or by 24 Banking BCR.

56. INAPPLICABILITY OF A CONTRACTUAL PROVISION

- 56.1. If one of the Contractual Documentation provisions is or becomes null, inapplicable or cannot be foreclosed, such a nullity, inapplicability or impossibility to foreclose will not affect any other provision of the Contractual Documentation. In such a case, BCR and the Client will make all efforts to agree valid and applicable provisions to replace the initial provisions, the new provisions having the same result and effect as that of the provisions they are replacing, within the maximum limit admitted by the law.

57. ASSIGNMENT.OBLIGATIONS TRANSFER

- 57.1. The Client can assign his rights and/or obligations based on the Contractual Documentation and/or can assign the Contractual Documentation as a whole only with the previous written accord of BCR.
- 57.2. BCR can assign to a third party any of its rights within the Contractual Documentation and/or the Contractual Documentation as a whole, together with the related Guarantees, or can transfer its obligations based on the Contractual Documentation, and the Client, his co-payer (co-debtor) and/or fidejussor and/or guarantor, by the case, by signing CSB, agree in advance and unconditionally to such an assignment or transfer. BCR will notify the Client and, by the case, his co-payer (co-debtor) and/or fidejussor and/or guarantor, about the assignment of the rights or the transfer of obligations derived from the Contractual Documentation, or about the assignment of the Contractual Documentation, by simple letter (except for the Notification of a Credit assignment, which is made by a registered letter with receipt confirmation), the assignment or transfer becoming effective and opposable to the Client and, by the case to his co-payer (co-debtor), fidejussor and/or his guarantor as f the moment the letter is regarded as received, according to the provisions of Art. 30.4-30.6. The Client understands and agrees that, given such circumstances, BCR will be released of the correlative obligations to the assigned rights, or, by the case, of its obligations based on the Contractual Documentation as of the moment the assignment and/or the transfer become effective. BCR is not liable for any additional expense of the Client as a result of the assignment of Contractual Documentation or of the rights related to it.

58. MISCELANEOUS PROVISIONS

- 58.1. BCR failure to exert any right provided in the Contractual Documentation does not represent a waiver to that right, and BCR can use that right anytime until the extinguish of all Client's obligations to BCR.
- 58.2. If a Convention is or becomes null, the parties exclude the conversion application, the respective Convention producing no other effects than those considered on the date of its signing. If a Convention is cancellable, the parties specifically agree to confirm that Convention, any elements which led to its cancelability being replaced by valid elements, on parties' agreement.
- 58.3. Any calculation, certification and/or determination made by BCR related to any amount which has to be determined according to the Contractual Documentation, in the absence of obvious errors, will have a mandatory character to the parties as regards the aspects it is referring to. Any calculation error proved by any of the parties will be rectified upon the request of any of the parties, without affecting the validity of the Contractual Documentation.

59. GOVERNING LAW.CONTRACT LANGUAGE

- 59.1. CSB and the Conventions are submitted and will be construed and judged according to the provisions of the Romanian law.

59.2. If any part of the Contractual Documentation is written, in addition to the version in Romanian, in any other language or simultaneously in two different languages, the version in the Romanian language will always prevail.

60. LITIGATIONS SOLVING

60.1. Any dispute occurring between the Client and BCR, as parties of CSB, as a result of the interpretation and/or execution and/or termination of CSB or of the Conventions will be amicably solved by the parties.

60.2. If the parties cannot reach an amicable understanding, they will resort to the courts of common law.

60.3. In view of amicably solve the possible disputes and without impairing the Client's right to initiate actions in court against BCR, the Client has the right to notify the National Authority for Consumers' Protection, headquartered in Bucharest, No. 72, Aviatorilor Blvd. District 1, e-mail: office@anpc.ro. The Client can resort to extra-judicial mechanism of disputes solving, according to the Law no. 192/2006 regarding mediation and organization of mediator profession.

61. FORCE MAJEURE AND THE ACT OF GOD

61.1. As regards any payment obligation resulting on his charge or related to the Contractual Documentation, the Client will be exonerated from the contractual liability only if he is in an objective impossibility to execute that payment obligation as a result of a force majeure event or of an act of god which causes the interruption of the system of intra- and inter-banking payments. This exoneration of contractual liability is applied only for the period the interruption of inter-banking payments system is not remedied.

61.2. Except for the case above, BCR and the Client are not accountable for any loss caused by a case of force majeure or by an act of god.

61.3. In case of force majeure or an act of god, the affected party will communicate to the other party the occurrence of force majeure or the act of god by phone or fax within maximum 5 (five) calendar days and in the next 15 (fifteen) calendar days has to send the certificate issued by the competent authorities regarding the case of force majeure or the act of god, by registered letter, or in case of the Client, by coming to BCR. If the party invoking the force majeure or the act of god does not notify the other party the existence of such an event, it will be liable for the prejudice cause by that to the other party.

SPECIAL PROVISIONS

XII. OPERATIONS IN CURRENT BANK ACCOUNTS

62. OPENING THE CURRENT BANK ACCOUNT

62.1. The Client must have one or several Current Bank Accounts opened on his name in the same currency as the required Banking Services.

62.2. BCR opens Current Bank Accounts when the Client signs a Convention and BCR standard forms, after BCR received and checked up all the requested documents.

62.3. BCR can postpone the opening of the Current Bank Account for the verifying period of the information supplied by the Client.

62.4. BCR can refuse to open a Current Bank Account for any justified reason, including in compliance with legal provisions regarding know-your-customer, money laundering and criminal finance.

62.5. On the Current Bank Account opening, the Client has to supply BCR: (i) his Signature Specimen, as well as that(those) of his Proxy/Proxies; and (ii) all information and documents required to the identification by BCR of the Client and of his Proxy/Proxies (according to the provisions of Chapter II of section General Provisions of CSB). BCR will not open anonymous Current Bank Accounts or for which the Client's identity is not known.

62.6. The Current Bank Account becomes functional at the moment the relevant Convention comes into force.

62.7. The Client can open several Current Bank Accounts with BCR, according to the Conventions signed with BCR.

62.8. In the meaning of Art. 2.410 of the Civil Code, BCR has the control over the entire Client's Current Bank Accounts.

63. IBAN CODE

63.1. BCR will allocate to each Current Bank Account a sole identification code called IBAN code.

63.2. IBAN code can be changed by BCR when it is necessary by the previous Client's notification at least two months (or by another legally imperative term) before the change coming into force.

64. OPERATIONS IN THE CURRENT BANK ACCOUNT

64.1. The operations which can be performed through and related to a Current Bank Account are compliant to the law and the Contractual Documentation and include, but without being limited to, the following: (i) operations for Payment Services; (ii) release of Account Statements and Financial Statements; and (iii) other operations ordered by third parties (for instance, attachments).

65. MINIMUM BALANCE

- 65.1. The Client should assure in each Current Bank Account the required amounts for Payment Operations performance ordered according to the Contractual Documentation.
- 65.2. The minimum balance will not drop below the minimum mandatory amount stipulated in the Convention.
- 65.3. The minimum balance required for the operation of the Current Bank Account is blocked by BCR and can be used to extinguish BCR fees when there is no cash available in the respective Current Bank Account. The minimum balance is replenished from the subsequent feedings and is released to the Client when closing the Current Bank Account.
- 65.4. BCR has the right to set up or change the minimum quantum required to open the Current Bank Accounts and respectively the minimum balance for which BCR pays the interest on sight.

66. DISPOSAL OVER THE AMOUNTS IN THE CURRENT BANK ACCOUNT.WITHDRAWALS

- 66.1. Except for the cases provided by the law or by the Contractual Documentation, only the Client, the Proxy or the User has the right to dispose of the amounts in the Current Bank Account.
- 66.2. The Client can make Payment Operations from the Current Bank Account up to the limit of the mandatory minimum balance.
- 66.3. In case of the Client's death and until the partition, the Client's heirs are regarded as co-undivided owners and can dispose of the Current Bank Account amounts only together. The heirs are jointly liable to BCR for the possible debtor balances of the Current Bank Account.
- 66.4. The Client has the right to withdraw cash from the Available Balance of his Current Bank Accounts, according to the relevant provisions of the applicable Conventions, in compliance with a notice term of minimum two days. This notice term has general applicability, except for the specifically agreed derogations between BCR and the Client.

67. PROTECTION ELEMENTS

- 67.1. The Client will act so that his Signature Specimen and other protection elements of his identity or for frauds prevention cannot be used by a third party in the relation with BCR.

68. CLOSING THE CURRENT BANK ACCOUNT FOR A CASE OF GUILT

- 68.1. BCR can decide to close the Current Bank Account, respectively to stop the related Banking Services on the occurrence of any of the following cases of guilt: (a) Client's payment default of the fees and Costs due to BCR, (b) Client's failure to meet the conditions related to the Current Bank Account opening and operation, (c) occurrence of major payment incidents with Debit Payment Instruments, (d) any case of the Current Bank Account cease provided in Art. 7.1.2 and 7.1.3 or (e) the Current Bank Account inactivity, that is the cumulated presence of the following circumstances: (i) the balance is zero or below the minimum balance provided by the Convention, or drops below the value of the minimum balance set up by BCR (published on BCR website www.bcr.ro and displayed in BCR Banking Units), if such a value is applicable, or registers an unauthorized overdraft, (ii) the respective account shows no movements for a period of 3 consecutive months, except the calculation of interests, management fees and other similar, and (iii) the account is not attached to some saving and/or lending products.
- 68.2. Closing the Current Bank Account in the cases mentioned in Art. 68.1 can be performed by a simple Notification, without any other formality of intervention of the court of law. BCR can give the Client a term to remedy such situations (when they can be remedied), in which case the decided closing becomes effective on the date mentioned in the Notification if the situation was not remedied until that date.
- 68.3. In view of applying the provisions of Art. 68.1., for the Conventions applicable to the Banking Services related to the closed Current Bank Account: (i) when the Banking Services were supplied exclusively in consideration of the closed Current Bank Account, the Conventions related to the respective Banking Services will be unilaterally terminated as of the moment stipulated in Art. 68.2; or (ii) when the Banking Services were independent of the closed Current Bank Account, the Conventions related to those Banking Services will be automatically changed so that the Banking Services can be supplied related to or through other Current Bank Accounts of the Client. In case the Current Bank Account is opened based on a Convention also including other Banking Services, independent of the closed Current Bank Account, when closing the respective Current Bank Account the respective Convention remains in force for all the other Banking Services operating based on that.
- 68.4. BCR can refuse to supply any other Banking Service when it closed a Current Bank Account and/or unilaterally terminated the relevant Convention based on the reasons mentioned in Art. 68.1, until the meeting of overdue obligations to BCR.
- 68.5. In view of applying the provisions of Art. 68.1, BCR can decide to eliminate the Banking Services package which is part of the respective Current Bank Account, ceasing to supply the Banking Services, totally or only partially. In the latter case, BCR will apply management fees for each Banking Service remained in force.

69. CLOSING THE CURRENT BANK ACCOUNT ON THE CLIENT'S INITIATIVE

- 69.1. The Client can request the closing of the Current Bank Account by a written Notification sent to BCR by 15 (fifteen) days before and only after the Client paid all the amounts due to BCR.
- 69.2. When closing the Current Bank Account, the Client will return to BCR the forms of special regime, including the cheque books or the cheque sheets, as well as the attached Cards. Since the closing of the Current Bank Account these documents lose their validity and the cheques, other securities and/or commercial papers will no longer be honored.
- 69.3. After closing the Current Bank Account, the attached Cards will no longer be used and will be blocked.
- 69.4. Until the date of actual closing of the Current Bank Account, the Client will notify BCR about the destination of the amounts in that Current Bank Account, or, on a contrary case, the balance of the Current Bank Account will be registered in BCR records in collective accounts by various creditors, separately for each currency, with no interest paid.

70. OPERATIONS ORDERED BY BCR

- 70.1. BCR can perform the following types of operations in any Current Bank Account without the Client's accord, other than that expressed by signing CSB: (a) payment of the amounts the Client is due to BCR on the due date or later; (b) cancellation/correction of operations wrongly performed by BCR or with the mention "under reserve"; (c) payments made by BCR based on definitive writs of execution in case of seizure; (d) blockage of the amounts in collateral deposits, according to the Contractual Documentation; (e) if the amounts in Current Bank Accounts are expressed in other currencies than the currency of the amounts to be paid, BCR will be able (without being an obligation) to make the required currency exchanges to obtain the funds, using BCR Reference Exchange Rate at the moment of operation performance; (f) cancellation of some payments in case of failure to adequately receive the funds related to an OP already credited in the Beneficiary's account; (g) cancellation of some payments/collections in case of frauds confirmed by messages tested for OP conducted within SEPA, with the amounts received by the Client; and (h) other operations required in any other cases provided by the applicable regulations, including any other actions regarded as appropriate to secure the meeting of its obligations regarding fraud prevention and control, money laundering, crime financing, giving/receiving bribe, corruption, fiscal evasion, as well as regarding the services supply to some persons who can be submitted to economic sanctions, when BCR has suspicions of fraud or as regards the purpose or nature of the transaction. These measures can include, but without being limited to, blockage of the Current Bank Account, return to the Ordering person the funds which credited the Client's Accounts as a result of a fraud, investigation and interception of the payments made in and from the Client's Current Bank Account, investigation of the funds source/their beneficiary, investigations in view of finding out if a person is subject to sanctions. The performance of such actions by BCR can result in the delay or cease of payment instructions execution or of the amounts collection and respectively of the transactions settlement in and from the Current Bank Account. BCR will inform the Client about the occurrence of such situation only to the extent such information is allowed by the law and does not hinder the safety reasons objectively justified.

71. CURRENT BANK ACCOUNTS WITH SPECIAL DESTINATION

- 71.1. These accounts are opened related to operations with funds of special destination or dedicated assets (including fiducia) of the Client, BCR having no liability for the blockage of such accounts or its effects.

72. BANKING SERVICES PACKAGES

- 72.1. BCR can manage, in the Client's name, packages of Banking Services, according to the Client's options expressed by the relevant Conventions.
- 72.2. A Banking Service cannot be simultaneously part of several packages of the same Client.
- 72.3. In case a package of Banking Services is partially eliminated, the Banking Services left in force become individual Banking Services and are subject to the relevant Conventions and CSB.
- 72.4. In case a package of Banking Services contracted after CSB coming into force is eliminated, without all or some of the Banking Services included in the package cease, the respective Banking Services (i) contracted or (ii) preexisting and included in the existing Convention regulating the package, become individual Banking Services and are further subject to the terms and conditions set up in the existing relevant Convention.
- 72.5. In case the Client wants to give up certain optional Banking Services from a package, for the remaining Banking Services BCR will continue to charge the monthly management fee related to the respective package.
- 72.6. In case the Client wants to give up certain Banking Services automatically included and therefore mandatory in a package, the package is eliminated and for the individual Banking Services remained in force, BCR will continue to charge the monthly management fee related to each Banking Service.
- 72.7. In case a Banking Service within a package is transferred to another package contracted by the Client, the respective Banking Service will be submitted to the terms and conditions of the Convention applicable to the new package.

XIII. PAYMENT OPERATIONS

73. GENERAL PROVISIONS

- 73.1. This chapter and chapter XII are of general nature and will be applied to all Payment Services provided to the Client, including to operations making the object of Clauses 82.1, 82.2, 82.3, 82.4 as well as to operations making the object of chapters XIV and XV.
- 73.2. Any Payment Service or other Banking Service of different nature BCR offers the Client and which is not regulated in this chapter will make the object of the relevant Conventions.
- 73.3. BCR will provide the Client the Payment Services he will request using the agreed Payment Instruments.
- 73.4. BCR will execute the Client's Payment Instructions within the limit of the Available Funds Balance existing in the Current Bank Account the respective Payment Instructions are referring to.
- 73.5. The Client understands and accepts that the Payment Services can be performed by BCR directly or by one or several BCR affiliated entities, by any other third entities or suppliers of specialized services or by their sub-contractors.

74. CLIENT'S CONSENT. INSTRUCTIONS AND NOTIFICATIONS

- 74.1. For the execution of any Payment Instructions, the Client will supply the required information according to BCR requests, using the forms made available by BCR. For payments to the State Treasury, the Client will use the form of the payment order edited and filled in by means of the assistance program of the Ministry of Public Finances.
- 74.2. The Client can fill in the required forms on computer, by typing or handwriting, using blue or black writing instruments. The client can send Payment Instructions by means of 24 Banking BCR if he contracted such a Banking Service and according to the relevant Convention.
- 74.3. The Client assumes the full accountability for the content of the information included in the Payment Instructions.
- 74.4. The Client's consent for the execution of the Payment Instructions is expressed by:
- 74.4.1. authorized signature (Signature Specimen), on paper or on the screen of the electronic Device (SignaturePad) in case of Payment Instructions on paper (including Ops), of operations with cash or other operations in his own accounts;
- 74.4.2. MDD, for operations with ID, individual and successive;
- 74.4.3. introduction by the Holder or the User of PIN and/or by signing the POS/Imprinter² receipt and/or by introduction the code CVV2/CVC2 and/or the password 3D-Secure and/or by closing the Card with Contactless Technology and/or the Card Reader in case of Payment Instructions authorized by Card;
- 74.4.4. the Client's verbal confirmation by phone, if his access to the respective Banking Transaction is allowed both by User Name and Password, and by User Name and OTP code, respectively confirmation by introduction of OTP code, if the Client's access to the respective Banking Transaction is allowed only by User Name and OTP code, depending on the type of access agreed according to the Convention for Phone Banking;
- 74.4.5. pressing the key "Finalize operation", if the Client's access to the respective Banking Transaction is allowed both by User Name and Password, and by User Name and OTP code, respectively by introduction of DS code, if the Client's access to the respective Banking Transaction is allowed only by User Name and OTP code, depending on the type of access agreed according to the Convention for Internet Banking and Mobile Banking; or
- 74.4.6. pressing the key corresponding to Your accept depending on the selected operation on the automatic equipment working based on banknotes/banking card acceptors;
- 74.5. In case the Reception Moment of the Payment Instruction is not a Working Day, this is regarded as received in the next Working Day. In case an Instruction is received by BCR after 14:00 hours of a Working Day, it is regarded as received in the immediately following Working Day. BCR and the Client can agree in writing, or by another communication means accepted by BCR, that the execution of a Payment Instruction starts on a certain day or at the end of a certain period, or on the day the Payer made available the required funds to BCR, in which case the Reception Moment of the respective funds is regarded as the day agreed for execution. This rule is also applied to the Payments of Regular Character.
- 74.6. The Payment Instructions are firm and irrevocable, and cannot be changed, except for the cases detailed below.
- 74.7. The Client can revoke a Payment Instruction after it was received by BCR until the end of the Working Day preceding the day agreed for the funds debiting: (i) in case of Payment Instructions for which the Client and BCR agreed to start on a certain day, or at the end of a certain period, or on the day the Client make the funds available to BCR; or (ii) in case of Payments of Regular Character, which can be revoked based on the Beneficiary's accord.
- 74.8. The Client and BCR can establish in the Convention a price for revocation operations of Payment Instructions.

- 74.9. BCR will make available to the Client, according to the law: (a) upon the Client's request, before the execution of a Payment Operation, explicit information on the maximum execution term and the price (total and spread down, if the case); (b) after the execution of a Payment Operation and the debit of the Account/Accounts, without any unjustified delay, information about the reference for the Payment Operation identification, (if the case), the value of Payment Operation, price (total and spread down, where the case), exchange rate, date of debit or of Payment Instruction reception, according to legal provisions.
- 74.10. In case the Client uses a specific Payment Instrument, the Client and BCR can set up by Convention expense limits for the operations performed through the respective Payment Instrument.
- 74.11. The communication means related to the Payment Services will be set up by Conventions (including based on the technical requirements for the Client's equipment), while in their absence, CSB provisions will be applicable.
- 74.12. Upon the Client's request, he can receive these CSB, the Convention and the essential information for Payment Services performance.

75. BCR REFUSE TO EXECUTE PAYMENT INSTRUCTIONS

- 75.1. BCR can refuse to execute the Payment Instructions when they (i) are not adequately authorized; (ii) are transmitted by forms filled in wrongly, incompletely, contradictory or which show erasures or corrections; (iii) the Account mentioned in the Payment Instruction does not contain the required funds for the payment and the related fees; (iv) the Payment Operations mentioned in the Payment Instructions are illegal; and (v) in any other cases provided by CSB or the applicable legislation.
- 75.2. BCR will notify the Client in the shortest time possible, its refusal to execute a Payment Instruction and, if possible, will mention the reasons of refusal and the procedure for errors remedy. If BCR refusal is objectively justified, BCR can charge a price for the refusal Notification, in the conditions set up by Convention.

76. MOMENT OF PAYMENT INSTRUCTIONS EXECUTION

- 76.1. BCR will process during the same day the Payment Instructions received until COT and during the next Working Day the Payment Instructions received after COT, according to CSB and/or the relevant Convention.
- 76.2. The Payment Instructions initiated by 24 Banking BCR, beyond the Working Timetable will be processed during the Working Timetable of the next Working Day, unless the relevant Convention provides otherwise.
- 76.3. BCR can change COT, by display in the premises of the Banking Units and by publishing the new COT on Internet Page.
- 76.4. The limit reception hours type COT of other credit institutions and/or payment systems will be immediately changed according to their rules, without the need to amend CSB.

77. SMALL VALUE OPERATIONS

- 77.1. The small value operations are: (a) individual Payment Operations which do not exceed EUR 25 or which have an expenses limit or deposited funds of maximum EUR 100, or (b) cross-border Payment Operations on the European Union territory or within the European Economic Space which do not exceed EUR 30, or which have an expenses limit or deposited funds of maximum EUR 150. These values are calculated, by the case, in RON equivalent on the date of transaction performance.
- 77.2. In this sense, the Client and BCR can set up by Convention specific rules for the Client's information, the Convention amendment, notification of loss or theft of the Payment Instrument and the parties' liability for their use (if the payment instrument does not allow the blockage or the prevention of a later use), the obligation to notify the execution refusal (if the payment non performance is revealed by the context), application of other execution terms, etc.

78. ACCOUNT STATEMENTS AND IDENTIFIED ERRORS

- 78.1. BCR will inform the Client by an Account Statement about the amounts existing in the Account and the Banking Transactions performed during a certain period.
- 78.2. The Account Statement will be supplied to the Client or his Proxies for free, once a month at the desks of the Banking Units or will be sent in the way agreed by Convention.
- 78.3. The Client is bound to immediately verify the Account Statements and to notify BCR about the possible errors or omissions found out regarding the performed operations and the balance.
- 78.4. If such a Notification is not sent to BCR within 10 (ten) Working Days since the supply/transmission date of the Account Statement by BCR, the Banking Transactions performed in the Account are regarded as approved by the Client.
- 78.5. The approval of Payment Operations does not exclude their correction by BCR, in the conditions of Art. 80.3.6.
- 78.6. The calculation errors can be corrected both by BCR initiative, and upon the Client's request. The Client cannot stand on the calculation errors related to the Account to request the cancellation of the Convention and of CSB.

- 78.7. BCR is entitled to include in the Account Statement any Communication or Notification addressed to the Client.
- 78.8. BCR can release, upon the Client's request, duplicates of the Account Statements subject to commissioning according to the Standard Fees Tariff.

79. OPERATIONS SECURITY AND CORRECTIVE MEASURES

- 79.1. In view of assuring the security and confidentiality of Payment Operations and Instruments, BCR will take mandatory measures to the Client to organize an internal security system and to set up access and authorization rules related to the Payment Services.
- 79.2. The Client should comply with the rules set up by BCR in order to preserve the safety of Payment Operations and Instruments.
- 79.3. In case objective circumstances occur related to the security of a Payment Instrument, suspicion of unauthorized or fraudulent use of it, BCR has the right to block the relevant Payment Instrument, notifying the Client in this sense, if possible, before the blockage, or the latest, right after its blockage. BCR obligation to inform will not be applicable if the supply of such information affects the safety reasons or is forbidden due to other relevant legislative provisions.
- 79.4. The Client will have the right to the unblocking or replacing the Payment Instrument, free of charge or on payment once the blockage reasons cease to exist.
- 79.5. The Client is bound to notify BCR, without any unjustified delay, right after he is aware of the loss, theft, unrightful use of one of his Payment Instrument, or of any other unauthorized use of it.

80. PARTIES' ACCOUNTABILITY IN CASE OF PAYMENT OPERATIONS

- 80.1. As regards the Payment Services, the Client's accountability will be committed as follows:
- 80.1.1. The Client will bear unlimited any prejudices or losses generated by unauthorized Payment Operations, to the extent they were generated by fraud or the Client's incompliance, on purpose, or from negligence with his obligations regarding the use of the relevant Payment Instrument or the Notification of the unauthorized use of any of the Security Elements.
- 80.1.2. The Client is responsible for the correctness of information sent to BCR/their obtaining in view of Banking Transactions performance, as well as of any operations: Beneficiary's account number in IBAN form, as well as the Beneficiary's account number for transfers to the countries which have not adhered to IBAN; BIC of Beneficiary's credit institution; name and address of Beneficiary's credit institution (in case the Beneficiary's credit institution does not have BIC, its full name and address will be supplied, possibly accompanied by the national clearing code); the national clearing code – fill in the type and number of the National clearing code related to the different national Payment systems which have not adhered to IBAN; Beneficiary's surname and name, personal identification code or his Fiscal Code (CUI); Beneficiary's address; the amount to be transmitted; transfer currency; payment details; payment date; specific data requested by Beneficiary/treasury.
- 80.1.3. To the extent provided by applicable legal provisions on the Convention signing date, the Client will bear the losses occurred until the Notification moment according to Art. 79.5, resulted from any unauthorized Payment Operations after using a lost or stolen Payment Instrument, or when the Client did not keep safe the customized Security Elements
- 80.1.4. The Client will bear unlimited the losses related to unauthorized Payment Operations when the Client acted fraudulently or breached, on purpose or from negligence his obligations regarding the use of Payment Instrument or BCR Notification.
- 80.2. Starting the moment he announced BCR about the occurrence of any of the events mentioned in Art. 79.5 above, the Client is no longer accountable for the losses produced after the announcement, except for the case in which the Client himself is fraudulently acting.
- 80.3. By signing CSB, the Client understands and specifically accepts the content of each provision included in this clause regarding BCR accountability related to the Payment Services, as follows:
- 80.3.1. BCR will verify, with reasonable diligence, the Instructions received from the Client, without assuming in any way the responsibility for the Instructions addressed to it fraudulently or abusively, except for the case in which BCR produced a prejudice to the Client by acting intentionally or in gross negligence.
- 80.3.2. BCR can be held liable to the Client for the failure to execute or the inadequate execution of the Payment Operations ordered by the Client.
- 80.3.3. BCR will be accountable for the consequences of using a lost, stolen or abused Payment Instrument if it does not make available the adequate means to allow the Client to notify at any moment such circumstances, except for the cases in which the Client is liable, according to Art. 80.1 above. In case due to an error, BCR will register or transfer in the Account amounts to which the Client is not entitled, BCR will cancel the respective amounts. At the same time, BCR will recalculate and settle the undue interests to the Client starting the date of their calculation based on the above mentioned error.

- 80.3.4. In case of unauthorized Payment Operations, BCR will be liable for the reimbursement of the amount related to the respective unauthorized Payment Operation, except for the cases in which the Client is liable according to Art. 80.1.1 and 80.1.2 and of the cases in which BCR acted according to some legal obligations.
- 80.3.5. BCR will correct an unauthorized Payment Operation or incorrectly executed which generates a complaint, upon the Client's request in this sense sent to BCR within maximum 13 months since the date it is shown in the Account statement, if it cannot be proven that the Payment Operation was authenticated, correctly registered, introduced in the Accounts and was not affected by any technical defect or by other deficiencies.
- 80.3.6. BCR liability to the Client is in any case limited to the direct losses effectively suffered by the Client and the benefit unrealized by him as a consequence of the non-execution or of wrong execution of the Payment Instructions, without the benefit unrealized by the Client exceeding the interest value the Client would have been entitled to according to the Contractual Documentation (if the case) if the Instruction had been adequately executed.
- 80.3.7. Any further financial consequences are in BCR charge, according to the applicable legal provisions.
- 80.3.8. BCR is not liable to the Client for:
- (a) the Payment Operations validly initiated or executed by the Client and later contested by him;
 - (b) the cases in which BCR can prove it acted according to the provisions of CSB or of the relevant Convention;
 - (c) the Payment Operations whose execution was refused by BCR, according to Art. 75.1, in compliance with Art. 75.2;
 - (d) the Client's correct supply of the Beneficiary's sole identification code or for the wrong Instructions given by the latter. After executing such wrong Instructions based on a wrong sole identification code, which resulted in withdrawals or transfers of amounts from the Account, BCR will make reasonable diligence to recover the funds which made the object of the Payment Operation, but without being obliged to the Client in this sense. By Convention, BCR can set up a recovery fee applicable in this case;
 - (e) execution of an authorized Instruction in a certain Working Day if the authorized Instruction was not received by BCR until COT.
 - (f) performance of operations by the fraudulent/abusive use of the Security elements by third parties, until the moment the Client notifies BCR, according to Art. 79.5.
 - (g) possible penalties of interests the Client has to pay to the Beneficiary in case the Client does not initiate the payment in due time, considering COT and the number of required days for the accounting settlement;
 - (h) the losses resulted from the currency exchange in the country of origin of the correspondent credit institution which is actually executing the respective operation and which is governed by the law of the place;
 - (i) the losses resulted from the Client's performance of Banking Transactions to countries under international sanctions which could imply the blockage/seizure/partial return of the traded amount by the correspondent banks; and
 - (j) for the Notifications which were not received by the Client because he did not announce the change of his identification data, the Notifications being validly sent to the last address communicated by him.

81. CLIENT'S RIGHT TO REIMBURSEMENT

- 81.1. The Client has the right to a full reimbursement from BCR in case of an unauthorized Payment Operation already executed, initiated by or through a Beneficiary, if the Client's authorization does not specify the exact amount of operation, and it exceeded the amount the Client could have been reasonably expecting, without any right to invoke the application of the Reference Exchange Rate, and the Client requested the reimbursement within 8 weeks since the date BCR debited the funds.

82. TYPES OF PAYMENT OPERATIONS – SPECIFIC PROVISIONS

82.1. Operations with Payment Orders (OP)

82.1.1. General aspects regarding OP

- (a) Reception of OP on paper is made in the Client's presence. The signature on OP in the reception zone confirms only its reception, and does not stand for an acceptance.
- (b) Before executing an OP, BCR has the right: (i) to request the presentation of documents allowing the verification of the payment purpose; and (ii) to verify the Ordering person's identity.
- (c) BCR will consider accepted an inter-banking OP by debiting the Account mentioned by the Ordering person in OP or when the OP is previously accepted and found in the Account Statement of the correspondent credit institution. BCR will regard as executed an intra-banking Op, respectively an IDD when the Account mentioned in OP is debited.

82.1.2. Operations with OP in RON

- (a) The Ordering person will present OP to BCR on the forms set up or agreed by BCR, correctly and completely filled in, including the mandatory and additional elements required, as stipulated in the relevant forms.
- (b) BCR executes OP in RON at the Reception Moment of OP, or the latest, in the next Working Day, depending on the internal COT set up by BCR for each type of operation.

82.1.3. Operations with OP in foreign currency

- (a) BCR will display in a visible pace the reception terms set p for OP in foreign currency and will regard as accepted such an OP when the Account mentioned in the Payment Instruction is debited.
- (b) BCR can freely set up the execution route of the Client's Instruction, including the selection of correspondent banks.
- (c) The Client will use the forms made available by BCR, respectively: (i) OP Europe – for the payments denominated in EUR of a certain value and only to Beneficiaries of accounts with banks within SEPA and with SHA fees option, and (ii) Foreign Currency Payment Order/Declaration of International Receipt, by the case; and/or (iii) other specific forms according to the applicable legislation.
- (d) For EU equivalent of other currencies required to fill in the forms, NBR Reference Exchange rate will be used, valid for the last Working Day before the date of payment ordering, respectively of Account crediting.
- (e) If COT for OP forms deposit is observed, the payments ordered on paper in "normal" regime will be executed on the currency date of the immediately following Working Day or at 2(two) Working Days (spot) since the Receipt Moment, while the payments in "emergency" regime, will be executed on the currency date of their reception date by BCR, depending on the specific COT and the currency.
- (f) Ops related to payments to E Member States will include IBAN code. For the countries which have not adhered to IBAN, a BBAN number will be provided (*basic bank account number*) as well as the BIC of Beneficiary's credit institution if existing, while on a contrary case, the full name and address of the Beneficiary's credit institution, possibly accompanied by the clearing code or by another identification element.
- (g) BCR credits the Client's Account (as Beneficiary) on the currency date with which BCR account was credited by the corresponding credit institution, if the reception COT is observed, or, on a contrary case, the funds will be credited in the Client's Account on the currency date of the next Working Day.
- (h) The funds will be debited from the Client's Account (as payer) on the reception date, on condition of complying with COT and the applicable legislation.
- (i) For collections, the Client is bound to supply the Ordering person BCR Bic, as well as IBAN code related to the Account where he wants the funds to be transferred.
- (j) BCR will process OP in foreign currency with OUR and SHA fee. The processing of the forms in circuit or of the Instructions electronically sent with BEN commissioning option will be performed by transforming it in SHA by BCR.

82.1.4. Common aspects of operations with OP in RON and foreign currency

- (a) In case of inter-banking collections, the currency of Account crediting will implicitly be the currency in the payment message received by BCR; if this is not matching the currency of IBAN code mentioned in the message, BCR will perform the currency exchange, within the limits set up in the relevant Convention and will credit the amount according to IBAN code in the payment message. The operation will be accompanied by the automatic generation of a currency exchange at BCR Reference Exchange Rate.
- (b) In case of an OP received in Banking Units, the intra/inter-banking payment transactions in RON or foreign currencies for Clients are possible from/to an account denominated in another currency than the transaction currency at BCR Reference Exchange Rate. COT set up by BCR for such transactions with OP performed in the Banking Units is 13.00 hours.
- (c) In case of an OP in foreign currency from/to an account denominated in another currency than the transaction currency and for which the credit transfer operation is not finalized by the acceptance of the respective OP by the addressee institution and/or for which that institution sent a refuse communication, if the Client does not hold an Account in the currency from the payment message received by BCR, the Account crediting is done at BCR Reference Exchange Rate.

82.2. Operations with cash

82.2.1. Cash withdrawals have to be planned by at least 2 (two) days before the withdrawal, unless otherwise provided in the relevant Convention.

82.2.2. The obligation of previous planning is not applied in case of cash withdrawals resulted from credits granting made available to the borrower, owner of the Current Bank Account from which the drawing is performed.

82.2.3. The planning is valid until the end of the respective Working Day. For withdrawals planned and not drawn, BCR charges costs, according to the Convention.

82.2.4. In case of cash release to the Client in foreign currency, BCR releases the effective currency fractions in RON equivalent if they are not available in the effective currency, at NBR Reference Exchange Rate valid on the payment day.

82.3. Operations with Debit Payment Instruments (ID)

82.3.1. BCR receives Debit Payment Instruments (Cheque, bill of exchange, promissory note) in view of remittance for collection and, by the case, of acceptance and settlement. BCR does not accept for processing ID which does not meet the legal validity conditions.

82.3.2. The Client is fully liable for the correct filling in of ID and of their related documents (lists, justifying documents, etc), for the compliance with legal conditions, as well as for the consequences of the failure to settle an ID due to wrongly written data or the lack of cash available.

82.3.3. The Client has to present the ID (and the related documents) for collection considering the banking terms and circuits, making sure he is not exposed to the loss of recourse right and being fully liable in case of their exceeding.

82.3.4. For the issued IDs, the Client has to assure the cash available in the Account since the issuance date for cheques and on the due date for promissory notes and bills of exchange.

82.3.5. In case of payment incidents, BCR will declare the payment incidents to the Payment Incidents Register.

82.3.6. BCR will accept, in view of changing its own records on ID sheets, the Client's requests regarding the declaration of the lost/stolen/destroyed debit instrument sheet only based on the final court decision which decides in that sense.

82.3.7. BCR will not release barred cheques to the Client registered with major payment incidents in the Payment Incidents Register.

82.3.8. In the absence of other Instructions, BCR can present for acceptance and/or payment the bills of exchange and promissory notes placed as guarantee and reaching maturity and can protest them for payment default.

82.3.9. In the absence of other Instructions, BCR can, on its latitude, to send an ID according to Art. 30.5 without taking any liability for the handling, remittance or loss of the ID after its dispatch.

82.4. Direct Debit operations

82.4.1. As regards MDD, the Client has the following obligations:

- (a) to assure in the Current Bank Account the required amount for the full payment (including the related fees) by at least two banking days before the payment deadline set up according to the Client's agreement with the Beneficiary. No partial payment of an IDD is performed;
- (b) to assure the accuracy of information regarding the Current Bank Account and the communication of any changes to the Beneficiary;
- (c) to send the Beneficiary a copy of MDD or a Notification in this sense (including of change/revocation) if the Beneficiary opened his account with a Collecting Institution, other than the Paying Institution. The Client empowers BCR to notify the Beneficiary regarding the MDD conclusion and terms (including as regards MDD change/revocation), if the Paying Institution is identical to the Collecting Institution.

82.4.2. MDD revocation/change can be achieved based on the following rules:

- (a) by issuing another MDD;
- (b) based on a revocation/change order sent to BCR, which process effect since the next Working Day of its receipt by BCR; the Client is obliged to make the due payments to the Beneficiary within the time interval between the MDD revocation date and the date of the replacing MDD coming into force;
- (c) any revocation/change does not impair any right or obligations resulting in relation of an IDD sent to the automatic clearing house before the moment the revocation/change starts producing effects;
- (d) any revocation/change request is processed only at the Banking Units premise.

82.4.3. The Client will acknowledge the executed IDD since the moment of their registration in the Account Statement.

82.4.4. The Client gives his consent that BCR sends to the Beneficiary or to the Collecting Institution any personal information which might be included in MDD.

82.4.5. MDD has an unlimited validity period, ceasing only if the Client revokes it based on a revocation order sent by one (1) Working Day before the cease date, or immediately, if the Direct Debit Agreement between BCR and the Beneficiary is terminated by the Client's notification, without the application of Art. 2.015 of the Civil Code.

82.4.6. MDD is exclusively applied to the payment modality and has no implication over the underlying contracts signed between the Payment and the Beneficiary.

- 82.4.7. If inter-banking settlement is not performed at the above mentioned term due to BCR guilt, as a Paying Institution, it: (a) has the obligation to return the Payer the amount debited from his Account related to IDD; or (b) has to pay the Payer a delay interest calculated for the period between the Account debiting date and the return date of the amount related to the unexecuted IDD.
- 82.4.8. BCR, as a Paying Institution will accept the reimbursement claims of a Client whose Current Bank Account was wrongly debited by the amount related to an IDD, and in any of the following cases: (a) lack of MDD; (b) IDD was not executed by BCR according to MDD or to IDD received from the Collecting Institution; (c) MDD was revoked by an authenticated revocation order; or (d) in the case provided by Art. 81.1.
- 82.4.9. BCR will have the right to ask the Client details about all the concrete elements related to the conditions mentioned in this article.
- 82.4.10. BCR can refuse, on a justified base, to reimburse such amounts within 10 (ten) Working Days since the receipt of the Client's request, the latter having the right to contest this refuse in the conditions provided by this CSB.
- 82.4.11. The Client will not be entitled to any reimbursement according to the above if he expressed his Consent directly to BCR and, if the case, the information regarding the future payment operations were sent or made available to the Client in the agreed form by at least 4(four) weeks before the due date by BCR or by the Beneficiary.
- 82.4.12. In cases provided by Art. 82.4.8 letter (b) – (d) above, the Client can send a reimbursement claim to BCR within maximum 8 weeks since the date he has found out or should have found out from the Account Statement that the disputed amount, stipulated in IDD, was debited from his Current Bank Account.
- 82.4.13. If the Client makes a reimbursement claim after the 8 (eight) weeks, it will be solved by the parties according to the legislation in force, without being submitted to the previously mentioned return provisions.
- 82.4.14. In case of IDD in intra-banking system, BCR as Paying Institution will return the related amount in maximum 10 Working Days since the claim raising, according to Art. 82.4.8.
- 82.4.15. The conditions specified in Art. 73-81 are also applied to the Payment Operations by Direct Debit.
- 82.5. Operations by Standing Order**
- 82.5.1. BCR will accomplish the Client's mandate according to the planning by Convention and the legal provisions, within the limit of the cash available secured by the Client.
- 82.5.2. The Client authorizes BCR to execute from his Current Bank Account Payment Orders corresponding to each planned payment on term, in the conditions set up in the relevant Convention, in the Beneficiary's favor.
- 82.5.3. The Client has the full and exclusive obligation to assure the required cash available for the payments performance.
- 82.5.4. BCR will execute the Payment Orders only on the dates and at the amounts agreed with the Client, without being conditions in the mandate execution or by the receipt of another consent than that the Client gave by signing the relevant Convention.
- 82.5.5. BCR will execute the Payment Orders planned with the Client within the limit of the cash available in his Current Bank Account.
- 82.5.6. The Client undertakes to make available to BCR all the information regarding the transaction between him and the Beneficiary which are to be executed by Standing Order.
- 82.5.7. BCR does not assume any obligation or liability if, due to other causes than those derived from its activity, the amounts settled from the Client's Current Bank Account did not enter in time into the Beneficiary's account.
- 82.5.8. BCR will immediately and fully replenish the Client's funds wrongly taken for the execution of the Payment Orders by Standing Order, if the error is due to BCR.
- 82.5.9. BCR mandate to make payments by Standing Order can be done only by major physical persons, owners of Current Bank Accounts opened with Banking Units or by 24 Banking BCR, for the Users of this service. Granting/change/revocation of the Standing Order mandate by 24 Banking BCR is done with the validly granted Client's Consent in the form agreed with BCR for Payment Orders according to the owned composition of 24 Banking.
- 82.5.10. The change of BCR mandate granted by the Client for payment through Standing Order is done by addendum to the Convention signed between BCR and the Client, by at least 10 (ten) Working days before coming into force for the Conventions concluded in the Banking Units or, by at least 24 hours before the change application, is concluded by 24 Banking BCR.
- 82.5.11. Revocation of BCR mandate granted by the Client for payment through Standing Order is done by Notification, sent at least 10 (ten) Working days before its execution, or, by at least 24 hours before its execution through 24 Banking BCR.
- 82.5.12. The Proxies have the right to request, in the Client's name, the initiation, modification or revocation of a mandate related to the payments by Standing Order.
- 82.5.13. The conditions specified in Art. 73-81 above are also applied to the Payment Operations by Standing Order.

XIV. OPERATIONS BY CARDS

83. OPERATIONS WHICH CAN BE PERFORMED BY CARD

- 83.1. The following types of operations can be performed by Card, depending on the Card type and the relevant Convention:
- 83.1.1. Banking Transactions: (a) for goods or services payment; (b) of cash withdrawal from BCR desks (by POS/Imprinter) and ATM; (c) on Internet (with BCR recommendation to exclusively use the sites enrolled in 3D- Secure with the logos "Verified by Visa" or "Master Card Securecode"); (d) using Contactless Technology; and
- 83.1.2. Other operations performed through BCR ATM, respectively: invoice payment from utilities supplies, funds transfer, Credit installments reimbursement, recharging mobile phone cards or RATB transport Cards for ATM with Contactless functionality, PIN change, Account balance inquiry, supply of the list with the latest 10 transactions related to the Current Account performed by debit Card.
- 83.2. The Card can be used both in Romania, and abroad, in the places (merchant, ATM, Banking Unit, etc) marked by the Card logo, respectively: MasterCard/Maestro/Visa Electron/Visa.
- 83.3. The Cards equipped with Contactless Technology can be used as follows: (a) with merchants accepting the logo and which have Contactless Technology POS installed; (b) Contactless Paywave transaction for Visa Electron, Paypass for Maestro smaller or equal to RON 100 will be performed without PIN code and/or signing the receipt, which is released optionally, according to POS setting; (c) Contactless Paypass transaction for Maestro of over RON 100 will be performed by introducing PIN and/or by signing POS receipt.

84. CARD CHARACTERISTICS AND USE

- 84.1. The Card validity period is printed on its surface, with the possibility of automatic extension in case there is no written request of the Holder to give up the Card by at least 35 (thirty five) days before expiry. The Holder has the right to refuse the newly issued Card.
- 84.2. The Card is BCR property and has to be immediately returned upon its request, according to the provisions of Conventions in case there are fraud suspicions and/or fraudulent Banking Transactions were performed, in case the Account with attached Card is closed (at the moment of making the Account closing request), as well as in other cases specifically provided in this chapter.
- 84.3. The Card is not transmissible and can be used only by the Holder/User on whose name it was issued.
- 84.4. The PIN is personal and not transmissible, belonging to the Holder/User on whose name it was issued. The PIN is automatically generated by the cards system in security conditions. If PIN is wrongly introduced three consecutive times, the Card will be automatically blocked.
- 84.5. When making an operation at ATM, the Holder/User has to take out the Card within the allocated time at the terminal (ATM) to avoid the Card retaining.
- 84.6. Due to security reasons, BCR issued the credit Card inactive. To be used, it has to be activated.

85. PERFORMANCE OF CARD OPERATIONS

- 85.1. Payment Operations by Card can be performed only within the limit of the cash available in the Holder's Account and/or from the cash made available by BCR to the Holder within the limit of a previously established ceiling.
- 85.2. The clauses of chapter XII and XIII are also applicable to the Payment Services supplied by the Client by Card.
- 85.3. The authorization of operations made by Card by the acceptor or processor is performed in real time, the counter value of the Banking Transaction being blocked in the Account at the moment of its performance. The blocked amount at the authorization moment of the Banking Transaction made by Card in foreign acceptance network takes maximum 30 (thirty) days for settlement.
- 85.4. Off-line Transactions can also be performed by Card (including by Contactless Technology), with limited amounts without getting BCR direct electronic authorization and, respectively by sending the transaction directly to settlement without the previous blockage of the traded amounts.
- 85.5. In cases provided by Art. 85.1 and 85.3, the effective debiting of the amount in the debit Card Account is performed as follows:
- 85.5.1. Banking Transactions performed on Romania's territory (in RON): (a) the accounts in RON will be debited from the Account by the value in RON of the performed operations; (b) the accounts in foreign currency will be debited from the Account in its currency, as follows: (i) if the Banking Transaction is performed at BCR POS/ATM, the trading rate is NBR Reference Exchange Rate on the date the transaction is settle with BCR plus the currency exchange fee; while (ii) if the Banking Transaction is performed at the POS/ATM of other banks in Romania, the trading rate is that provided in Art. 85.5.2.
- 85.5.2. The international transactions are registered in the Account in the currency of the respective Account: (a) for cards issued under Visa/Visa Electron logo, if the original transaction currency is different from the Account currency,

Visa will exchange the transaction value in the Account currency at Visa Reference Exchange Rate of the Working Day before the transaction settlement with BCR, plus the foreign currency exchange fee; and (b) for cards issued under MasterCard/Maestro logo if the original transaction currency is different from the settlement currency with MasterCard (EUR and/or USD), the value of cleared and settled transactions by MasterCard and the related fees will be exchanged into the Account currency at NBR Reference Exchange Rate of the transaction processing day, plus the foreign currency exchange fee. If the original transaction currency is different from settlement currency with MasterCard (EUR and/or USD), by the case, MasterCard will exchange the original transaction value into the settlement currency at Mastercard Reference Exchange Rate.

85.5.3. For Banking Transactions where the Card is not present (internet, telephone, etc.) the merchant can ask the Holder/User to supply certain codes (for instance, CVV2/CVC2 of the 3D-Secure password).

86. VALUE OF BANKING TRANSACTIONS WHICH CAN BE PERFORMED BY CARD

86.1. The maximum amount which can be withdrawn daily in cash and the maximum number of daily transactions by Card, at home and abroad are set up by the relevant Conventions. For the debit Card this amount can be changed upon a written request made at the premise of any Banking Unit.

86.2. BCR reserves the right to change/limit the maximum number of periodic operations (day, week, month) by Card and the maximum amount which can be used/withdrawn (including in view of limiting the fraud), changes which will be communicated to the holder, according to relevant Conventions, legal regulations and by display in the Banking Units.

87. OPERATION OF THE ACCOUNT WITH ATTACHED CARD

87.1. Each Banking Transaction performed by Card will automatically debit the Account the Card is attached to. If accidentally the balance of a Card Account becomes debtor, BCR will notify the Holder the debit cause and the latter will be obliged to cover it, the soonest possible.

87.2. BCR will assure the Holder/User the authorization of the Bank Transactions 24 hour of 24, 7 days a week, within the limit of the cash available in the attached Account.

87.3. BCR is authorized by the Client to automatically debit the Card attached Account by the amounts representing: (i) the counter value of the Banking Transactions validly performed; (ii) the counter value of taxes and fees due to BCR, including the unjustified contestation of a Banking Transaction; (iii) the counter value of the Banking Transactions performed by Card, until the moment BCR is noticed about the Card loss or theft and of the fraudulent use of PIN/signature/ CVV2/CVC2 or 3D-Secure password.

87.4. At the moment the Holder requests the closing of the Account with attached Card, the Card should be returned to BCR.

87.5. BCR can block the access of the Holder/User at a certain amount in the Account, specifically stipulated in the relevant Convention. If the case, that amount becomes accessible to the Holder/User within 35 Working Days since the Card return to BCR.

87.6. When the Account becomes inactive and the Holder does not activate it, BCR can close the Account and its attached Card.

87.7. After the Client, or by the case, the User performs a Banking Transaction with BCR ATMs or POS, BCR will provide a receipt including the following information; reference for identification, the value (paid/withdrawn amount), accepting merchant or ATM, as well as the date of the Banking Transaction.

88. TECHNICAL SUPPORT FOR CARDS USE

88.1. In view of securing the technical support as regards the Card loss or theft, BCR makes available to the Holder/User the technical support through BCR Contact Center at the phone number stipulated in CSB and additionally on the phone numbers +40 21 311.10.01 or +40 21 311.02.16, available non-stop.

88.2. Additional contact data for communication with BCR can be found on Internet Page.

89. RIGHTS AND OBLIGATIONS OF THE PARTIES

89.1. The Holder has the right to request: (i) the issuance of a new Card, in writing, in case of Card loss/theft/deterioration/cancellation; (ii) generation of a new PIN; (iii) Card cancelling, by a written request addressed to BCR. The user has the right to request the additional Card cancelling, without having the right to liquidate the Account.

89.2. The Holder (and by the case, the User) will have the following obligations:

89.2.1. to open an Account, to which a Card will be attached;

89.2.2. to confirm the receipt of the Card and PIN when released;

89.2.3. to sign the Card on its back at its receipt, which Signature is regarded as Signature Specimen authorized for operations made by Card;

89.2.4. to inform the User about the provisions of the relevant Convention and of this CSB;

- 89.2.5. to use the Card according to the provisions of the relevant Convention, of CSB as well as of the provisions of applicable legislation and to take all reasonable measures to protect it against theft, loss or deterioration;
- 89.2.6. to make all diligence to enroll it in 3D-Secures, following the instructions on the Internet Page;
- 89.2.7. to take all required and sufficient measures to keep the secret of PIN, of CVV2/CVC2 code and of 3D-Secure password and to protect their integrity by: (i) not disclosing, directly or indirectly the PIN, CVV2/CVC2 code and 3D-Secure password, (ii) the obligation not to give the Card to others, (iii) the careful supervision of the Card during Banking Transactions, (iv) not disclosing PIN to other persons, including persons who are or introduce themselves as BCR employees, (v) destroying the PIN envelop received from BCR after memorizing it, (vi) not writing the PIN on the Card, (vii) the obligation not to type the PIN on internet sites, and (viii) not disclosing the PIN (voluntarily or involuntarily) during the Banking Transactions performed by using it;
- 89.2.8. when buying goods and services, or making cash withdrawal operations at banking desks equipped with POS, to sign the receipt with a signature on the Card back only after checking up the data written on them;
- 89.2.9. to keep the receipts of all Banking Transactions, as well as of other documents enclosed to the Banking Transactions performed in view of verifying the Account statement and of solving the possible contestations;
- 89.2.10. to announce BCR by phone, by Contact Center BCR, at the above mentioned telephone numbers (and immediately after also in writing) immediately he is aware of: (a) the Card loss, theft, destruction, forgery or blockage; (b) registration of incorrect, unauthorized or fraudulent Banking Transactions (within 60 (sixty) calendar days since the transaction recording in the Account; (c) any error or deficiency resulted from the Account management; (d) suspicions of the chance to copy the Card or knowledge of PIN/ CVV2/CVC2 /3D-Secure password by third persons; (e) occurrence of Card malfunctions;
- 89.2.11. to fully meet all his payment obligations to BCR based on the relevant Convention and of CSB on the terms and in the conditions provided for in the relevant Convention /CSB/Account statement/Notifications sent by BCR;
- 89.2.12. to return the Card to BCR when he request the closing of the Account attached to the Card;
- 89.2.13. to compensate BCR for any Costs, damages or losses resulting from the violation of the provisions stipulated in the relevant Convention or in CSB, or following the setting up of the Holder's/User's financial liability for the Banking Transactions unjustifiably contested.
- 89.3. BCR will have the following rights:
- 89.3.1. to approve or refuse the request or issue a Card, according to internal regulations and the legal provisions in force; in case there are suspicions of fraud and/or money laundering/crime financing and/or fraudulent Banking Transactions were performed, to take the following measures: (i) to refuse the authorization of a Banking Transaction by Card, (ii) to cancel or block the Card access to the Account, (iii) to refuse the issuance of a new Card or the Card replacement, without exonerating by that the Holder/User of their financial liability for the already performed Banking Transactions by Card; and/or (iv) to order the Card capture;
- 89.3.2. BCR will notify the Holder/User about the Card blockage, if possible before the blockage, and the latest, right after its blockage, unless the supply of such information hinders the safety reasons objectively justified or is forbidden by other relevant legal provisions;
- 89.3.3. To act according to legal provisions for the recovery of the damages generated by the abusive or fraudulent use of the Card, which violate the relevant Convention, this CSB, as well as the applicable legal provisions;
- 89.3.4. to register the Card in the List of Cards banned on acceptance, if the Holder/Used declared it stolen or lost. Such a blockage is definitive and irrevocable, the Card being no longer used; and
- 89.3.5. to ask the Holder/User to present a copy of the payment receipt related to the purchase of goods and/or services, respectively of cash withdrawal, as well as any other documents regarded as necessary to solve the Holder/User complaints, and starting the moment the Holder/User requests the debit Card cancellation, to keep the Account opened for a period of 35 (thirty five) Working Days for the possible settlement of the Banking Transactions in progress.
- 89.4. BCR will have the following obligations:
- 89.4.1. not to disclose the Holder/User PIN to third persons;
- 89.4.2. to keep the adequate records for a determined period of time, according to legal provisions in the field, so that the Banking Transactions can be tracked and the errors can be rectified;
- 89.4.3. to assure the adequate and sufficient means to the Holder/User to make the communications stipulated in the Convention. In this sense, the Holder/User can address: (a) in writing to any Banking Unit, his request being received and registered on the date and at the hour of its submission; and (b) to Contact Center BCR.
- 89.4.4. Within 15 (fifteen) Working Days, to take all the required measures to remedy the possible prejudices caused to by BCR failure to meet its obligations. BCR will be obliged to credit the Holder's Account by the value of compensations

within one Working Day since the moment it recognized the Holder's right to compensations/since the decision upon this right by the competent courts;

- 89.4.5. to strictly execute the operations ordered by the Holder/User;
- 89.4.6. to make available to the Holder, upon his specific request, the records on paper related to the Banking Transactions made by Card within 72 hours since the request receipt;
- 89.4.7. to block the Card immediately after receiving the phone/notification of the Holder/User announcing the loss/theft/fraudulent use/destruction/copying/deficient operation/disclosure of PIN/performance of a suspicious Banking Transaction.

90. CONTESTATION OF BANKING TRANSACTIONS PERFORMED BY DEBIT CARD

- 90.1. BCR recognizes the right of the Holder/User provided in Art. 78.4 - 78.5 and Art. 80.3.6 above under the reserve of the immediate refuse of the credit institution of acceptance due to the exceeding the term provided by international regulations.
- 90.2. Contestations regarding Banking Transactions are submitted in writing in any Banking Unit during the Working Timetable and after maximum 50 (fifty) calendar days, the Holder is informed about their solving status. The investigation results will be communicated to the Holder by a modality allowing BCR to make the dispatch proof, without being limited to: phone, simple or registered letter, electronic communication means, etc.
- 90.3. In case the contestation is solved in favor of the Holder, BCR will credit his Account by the counter value of the unauthorized Banking Transactions within one Working day and, if the case, will bring the Account back to its condition if the unauthorized Payment Operation had not been performed.

91. PARTIES' LIABILITY REGARDING OPERATIONS BY CARDS

- 91.1. The Holder (and, if the case, the User) is liable for: (a) all operations/Banking Transactions performed; (b) use and protection of Card/PIN/CVV2/CVC2/3D-Secure password after receiving them, having the obligation to notify immediately the events specified in Art. 89.2.10 above.
- 91.2. In addition to the cases stipulated in Art. 80.2, BCR will also be liable for:
 - 91.2.1. the value of Banking Transactions initiated after the Holder/User announced the cases provided in Art. 89.2.10 on condition the Holder/User did not act in ill faith and/or the disfunctionality had not been intentionally caused;
 - 91.2.2. the lost value and inadequate execution of the Banking transactions, if the loss or inadequate execution is due to a Card disfunctionality, on condition it is proved that the disfunctionality was not intentionally caused by the Holder/User;
 - 91.2.3. BCR is not accountable for:
 - 91.2.4. operations performance by the fraudulent/abusive use of the Card/PIN/ CVV2/CVC2/3D-Secure password, until the moment the Holder/User notified BCR;
 - 91.2.5. prejudices caused to the Holder/User by the interruption of BCR ATMs operation/impossibility to use the Card which resulted in the non-execution/deficient execution of some Banking Transactions, unless the interruption was caused by (a) certain abnormal and unpredicted circumstances, beyond BCR control; (b) actions/lack of action of a third services supplier whose consequences could not be avoided despite the diligences made to this end; or (c) obligation of BCR or of another supplier of payment services to comply with imperative legal provisions;
 - 91.2.6. losses resulted from the currency exchange in the country of origin of the credit institution which is executing the respective operation;
 - 91.2.7. for the Card use by another person than the Holder/User.

92. INVOICE PAYMENTS/TRANSFERS IN BCR ACCOUNT BY MEANS OF BCR ATM

- 92.1. The Holder can choose to pay his bills through BCR ATMs. The Holder can choose to make transfers in BCR Accounts through BCR ATMs only by using the debit Cards in RON.
- 92.2. The payment of bills issued by suppliers through BCR ATMs can be made by the Holder only if the suppliers are on the list made available to the Holder in the Banking Units and which BCR can periodically update.
- 92.3. Based on the data included in the form filled in by the Holder, the ATM screen will display the list of utilities/services suppliers whose bills can be paid through BCR ATMs.
- 92.4. In case the contract ceases that BCR signed with one of the suppliers for which the Holder choose to pay the bills through BCR ATMs, the ATM screen will no longer display the name of that supplier and the bills payment to that supplier can no longer be made through BCR ATMs.
- 92.5. BCR will have the following obligations:
 - 92.5.1. To transfer the amount the Holder paid by Card using the ATM into the Account of the utilities/services supplier the latest the next Working Day after the Banking Transaction performance at ATM;

- 92.5.2. to make the transfer ordered by the Holder through the use of BCR ATMs from the Card Account to other Accounts he opened with BCR the latest the next Working Day after the Banking Transaction performance at ATM;
- 92.5.3. to provide the Holder all the technical facilities to perform in good conditions the operations making the object of the relevant Convention;
- 92.5.4. to announce the Holder by mass-media about the planned interruptions of ATMs operation within legal terms;
- 92.5.5. to automatically debit the Client's Account by the value of the foreign exchange fee due for each payment/transfer operation.
- 92.6. The Holder will have the following obligations: (a) to pay the fees provided in the relevant Convention; (b) to show the banking employee a copy of the last bill issued by the utilities/services supplier; (c) to check up the match between the counter value of the eligible bill and the amount written on the ATM released receipt, which he is bound to keep; (d) to make in a single operation the full payment of the current bill, or else he is accountable for the partial payments performed; (e) to pay the bill through BCR ATMs the latest on the last but one day of the payment deadline written on it, or else he is accountable for any payment delay; (f) to solve directly with the utilities/services supplier any disputes related to incorrect or undue payments without involving BCR in such disputes.
- 92.7. BCR is not liable: (a) for the amounts wrongly paid by the Client to another Beneficiary or supplier by using ATMs; (b) for the possible delay penalties due by the Client to the Beneficiary or supplier or for other negative consequences due to the fact that, intentionally or by negligence, he did not pay within the stipulated term or made a partial payment or a larger one than the due one written on the bill.

XV. 24 BANKING BCR

93. GENERAL PRESENTATION AND SECURITY ELEMENTS

- 93.1. By 24 Banking BCR the Clients can perform certain Banking Services without going personally to a Banking Unit.
- 93.2. The components of 24 Banking BCR are: Remote Contacts Service, Internet Banking, Mobile Banking and Phone Banking Service and Alerts Service.
- 93.3. The Banking services included in 24 Banking BCR can be accessed based on the Security elements received from BCR.
- 93.4. The Client will receive the initial Password and any change of the Password by written message (SMS) on his mobile phone according to the Convention. After identification by Password, the Banking Transactions performed by the Client will be authorized without any need to introduce other passwords. The password is valid for a determined period, on the expiry of which BCR will send the Client a new Password. The client can request the Password change by calling Contact Center BCR through Internet Banking application.
- 93.5. To access the Internet Banking, Mobile Banking and Phone Banking Service, the Client will unload and activate on the personal mobile phone the Application eToken BCR available on internet at the address communicated by BCR, by filling into the application the following personal data: Authorization code, Activation code (initially provided and at any change by SMS on the mobile phone mentioned in the Convention, having a determined validity, on the expiry of which the Client can request BCR to issue another code by means of Contact Center BCR) and eToken BCR Series, representing confidential numerical codes provided by BCR which will be used together to activate the Application eToken BCR, as well as to unblock the application in case the PIN was blocked.
- 93.6. Token and eToken BCR are securitized by a customized PIN code by Client when contracting the Internet Banking, Mobile Banking and Phone Banking Service which can be customized by Client at any later moment. The use of Token or of Application eToken BCR is allowed only after inserting PIN code.
- 93.7. The series of the Client's Token and eToken allocated by BCR is the one stipulated in the form enclosed in the relevant Convention. During the Convention validity, the Token and eToken BCR remain in BCR property, the Client having only the use right over the Token and the eToken BCR. Due to justified reasons, BCR can decide to change the Token and the eToken BCR. The Client can request the change of the Token/eToken BCR by paying the related fees according to the relevant Convention. For any such changes, the Client will sign an addendum to the Convention, specifying both the series of the returned Token device/Application BCR eToken replaced, as well as of the received one.
- 93.8. The Client cannot simultaneously hold Token and the application eToken BCR, but can simultaneously have the Password of any of these devices, Token and eToken BCR.
- 93.9. In case the Client wrongly introduces three times consecutively the unique codes generated by Token and eToken BCR, as well as in case he wrongly introduces three times consecutively the Password, the Client's access to the relevant Service will be blocked.
- 93.10. In case the Client wrongly introduces three times consecutively the Password, the Client's access to the related applications of Internet Banking, Mobile Banking and Phone Banking Services will be blocked, as the Password is common for these 2 applications.

93.11. The provisions of Chapter 24 Banking BCR are completed according to Art. 96.

94. REMOTE CONTRACTS SERVICE

- 94.1. By Remote Contracts Service, the Client can conclude with BCR contracts for Banking Services supply or addenda to Conventions without having to go to a Banking Unit for the Banking Services BCR is offering in this way. By means of this Service, the Client can receive by phone information about (i) his Accounts with BCR (for instance: balance, operations history, financial details, etc.) and/or with BCR partners; and (ii) the terms and conditions of signing a remote contract for the Banking Services offered in this way to the Client; and (iii) the Banking Services which can be remotely contracted.
- 94.2. The access to Remote Contracts Service is available non-stop through Contact Center BCR.
- 94.3. To benefit of the Remote Contracts Service, the Client has to answer correctly to the questions related to his identification data, Security elements and any other additional information.
- 94.4. Before concluding a remote contract having as object the supply of Banking Services, the Client will be informed at least about: description of the respective Banking Service characteristics, total price, payment performance, associated specific risks, if the case, any time limit, existence or absence of the right to unilateral denunciation, the term and way by which the right to unilateral denunciation can be exerted and the consequences derived from the failure to exert this right, period and the minimum period for which the remote contract is concluded, the right to terminate the contract.
- 94.5. The remote contract is regarded concluded at the mutually agreed moment between BCR and the Client.
- 94.6. Immediately after concluding a remote contract, BCR will communicate the Client the total terms and contractual conditions in writing, on paper, or in writing on another lasting support and accessible to the Client.
- 94.7. For the Convention period, the Client can request the communication of contractual conditions on paper and/or can change the communication means used, except for the case in which the communication means the Client requests is incompatible with the Convention by the nature of the relevant service and/or with the technical possibilities of BCR or of the Client.
- 94.8. The Client can denounce a remotely concluded contract within 14 (fourteen) calendar days without penalties and with no need to give a reason, except for the cases in which BCR has previously informed the Client that the respective contract has another denunciation term and/or that for that type of contract the unilateral denunciation is not possible.

95. INTERNET BANKING, MOBILE BANKING AND PHONE BANKING SERVICE

- 95.1. **Operations which can be performed by Internet Banking, Mobile Banking and Phone banking Service**
- 95.1.1. By Internet Banking, Mobile Banking and Phone Banking Service, the Clients can conduct Banking Transactions from/into their Accounts held with BCR, except for the urgent Payment Operations (set up according to the Standard Fees Tariff) and can get customized information about these Accounts according to the relevant Convention. At the same time, the Client can communicate BCR only the personal data for the change of which there is no need to present original documents, respectively for which BCR does not specifically request the Client's request/written accord.
- 95.1.2. BCR can introduce new Banking Services and functionalities to be performed through Internet Banking, Mobile Banking and Phone Banking Service and which can be gradually provided to the Clients, starting the date BCR will communicate their activation. .
- 95.1.3. The Services to be made available to the Client will be set up by the relevant Convention.
- 95.1.4. All the Client's Accounts will be automatically activated for the use of this Service on the date of its contracting, or on the date of opening the Accounts for all the Accounts opened after contracting this Service.
- 95.1.5. Deactivation of the Accounts activated according to the above can be made by the Client at any moment, either through Internet Banking and Phone Banking Service, or by a written request submitted in any Banking Unit.
- 95.1.6. The Accounts reactivation can be made by the Client at any moment, by a written request submitted in any Banking Unit.
- 95.2. **Components of Internet Banking, Mobile Banking and Phone Banking Service**
- 95.2.1. **Phone Banking**
- (a) It allows the Client to perform Banking Transactions and to get customized information about the Accounts activated for this component by calling the Contact Center BCR, non-stop.
 - (b) Banking Transactions can be performed by talking over the phone with an adviser through Contact Center BCR Specialist, at the Client's express request and only during the phone call.

95.2.2. Internet Banking

- (a) It allows the Client to perform, through internet, Banking Transactions and to get customized information about the Accounts activated for this component by Internet.
- (b) Internet Banking Service can be accessed non-stop using the following addresses: www.bcr.ro, www.24banking.ro, login.24banking.ro on a computer or other mobile devices type tablet, respectively m.bcr.ro, m.24banking.ro or by installing one of the dedicated applications made available by BCR for mobile phone, following the information on the Internet Page or on other BCR site and the related instructions supplied by BCR.

95.2.3. Mobile Banking

- (a) It allows the Client to perform, through internet, Banking Transactions and to get customized information about the Accounts activated for this component.
- (b) Mobile Banking Service can be accessed non-stop from the mobile smartphone/ mobile devices like tablets, with iOS and Android operating Systems, that have Touch 24 Banking application installed, available in the specific app stores (existing in the mobile phone's/ device's settings) or by accessing the address <https://m.24banking.ro>, the optimized version for mobile phones.

95.3. Operation of Internet Banking, Mobile Banking and Phone Banking Service

95.3.1. The access to Phone Banking, Mobile Banking and Internet Banking is done by setting up some access rules for the offered functionalities according to their complexity level. BCR assures its Clients the access to these components by two identification option according to the relevant Convention: (i) the Client's identification by User Name and Password and/or (ii) the Client's identification by User Name and OTP code. The consent for the authorization of each Banking Transaction by Internet Banking, Mobile Banking and Phone Banking Service is given according to Art. 74.4. The data the Client communicates after the Consent given in the above mentioned conditions will be regarded by BCR as correct.

95.3.2. If during the phone talk between the Contact Center BCR Specialist and the Client or during the use of Internet Banking or Mobile Banking application the call/session is interrupted before the operation confirmation/approval, this will not be regarded as confirmed by both parties and therefore BCR will not process the Instructions. The Client can use Internet Banking, Mobile Banking and Phone Banking Service to reinitiate the desired operation and to finish it in optimal conditions.

95.3.3. The access to Phone Banking, Mobile Banking and Internet Banking temporarily unavailable due to technical reasons, for maintenance works on the systems and improvement of the Banking Services, or due to other reasons independent of BCR will, including, but without being limited to the Act of God and Force Majeure. Any period of unavailability due to technical reasons for maintenance will be communicated to the Client by display at the premises of the Banking Units and/or on the Internet Page and/or through mass-media.

95.3.4. If one of the components of Internet Banking, Mobile Banking and Phone Banking Service is not available (due to the temporary interruption of the Service from BCR initiative, due to some technical problems generated by a third services supplier or due to other reasons independent of BCR will, including, but without being limited to the Act of God and Force Majeure, etc.) the Client will be able to use the other functional component of Internet Banking, Mobile Banking and Phone Banking Service. If all three components of the Internet Banking, Mobile Banking and Phone Banking Service are unavailable, the Client can address to any Banking Unit.

95.3.5. BCR can communicate with the Client through the Internet Banking, Mobile Banking and Phone Banking Service by sending messages and Notifications.

95.4. Operations execution through Internet Banking, Mobile Banking and Phone Banking Service

95.4.1. The Banking Transactions performed through the Internet Banking, Mobile Banking and Phone Banking Service cannot be revoked by the Client after expressing his Consent, unless the planned Payment Instructions with/without periodicity, which can be changed by maximum 24 hours before the execution date.

95.4.2. Registration of Banking Transactions will be done according to the following COT hours:

- (a) opening/feeding/closing deposits and opening/closing Maxicont – 20:00 hours;
- (b) repurchase of discounted deposit certificates – available from Monday to Saturday between 00:00-20:00 hours. The operation is registered with the date of the calendar day it was ordered;
- (c) repayment through Internet Banking, Mobile Banking and Phone Banking Service of Credit installments due to BCR will be initiated by the Client by at least one calendar day before the installment due date.

95.4.3. Processing the Instructions received by electronic communication means within the Working Timetable is done according to Art. 82.1.2 and 82.1.3 of CSB, except for the urgent Payment Orders (set up according to the Standard Fees Tariff) which cannot be performed through this service.

- 95.4.4. The Payment Instructions will be processed and debited in the Current Bank Account on the day of their receipt in case the Client sent the Payment Instructions during the Working Timetable and according to COT hours.
- 95.4.5. The Payment Instructions sent by the Client beyond the Working Timetable will be processed and debited from the Current Bank Account on the working Day the Client sent them, only within the limit of BCR available resources.
- 95.4.6. If the Client does not receive the confirmation of the Banking Transaction performance by display on Internet Banking, Mobile Banking or by phone confirmation, he can check up its performance by the further re-access of the Internet Banking, Mobile Banking and Phone Banking Service or by asking for an Account Statement on paper in any Banking Unit.
- 95.4.7. The planned Payment Instructions with/without periodicity will be automatically executed by BCR. The client has to make sure that he has enough cash available in the Account on the date the initiated Payment Instruction is planned to allow the execution of the Banking Transaction.
- 95.4.8. The planned Payment Instructions with/without periodicity initiated in the Banking Units cannot be cancelled through the Internet Banking, Mobile Banking and Phone Banking Service.
- 95.5. Value of Banking Transactions that can be conducted through Internet Banking, Mobile Banking and Phone Banking Service**
- 95.5.1. The maximum value of Banking Transactions will be established by the relevant Convention.
- 95.5.2. At the transfer moment, the Client can choose the fees variants SHA or OUR.
- 95.5.3. All the fees related to the payments are charged separately from the transferred amount.
- 95.6. Parties' rights and obligations**
- 95.6.1. The Client can request the blockage of his access to the Internet Banking, Mobile Banking and Phone Banking Service by calling Contact Center BCR.
- 95.6.2. The Client will have the following obligations: (a) to perform operations only within the limit of the available balance of the activated Accounts; (b) to change the PIN for Token/eToken and/or the Password in case there are suspicions they are known by unauthorized persons; (c) to present justifying documents related to the requested operations within 30 Working Days since BCR request; (d) to come to a Banking Unit to take the new Token required to unblock the Internet Banking, Mobile Banking and Phone Banking Service if it was blocked for the reasons mentioned in Art. 95.6.3 letter (b) below; (e) to announce BCR by phone about any error or irregularity occurred related to Internet Banking, Mobile Banking and Phone Banking Service; (f) not to disclose, alienate to unauthorized persons and/or not to register the User Name, Password, PIN, unique codes generated by Token/eToken, the confidential aspects related to the Secret Question and Answer, as well as any Security Element in a form which can be recognized.
- 95.6.3. BCR will have the following rights:
- (a) to suspend or close the Internet Banking, Mobile Banking and Phone Banking Service after the end of a three months period during which BCR cannot charge the fees related to this Service. The reactivation of the suspended Service will be done upon the Client's request, after the payment of the related overdue fees. In case of Service closing, a new Convention should be signed to resume the access;
 - (b) to block on its own initiative the Client's access to the Internet Banking, Mobile Banking and Phone Banking Service based on objectively justified reasons related to the access security to the Service, a suspicion of unauthorized or fraudulent use or a significantly increased risk for the Client to become in incapacity of meeting his payment obligations.
- 95.6.4. BCR will have the following obligations:
- (a) not to disclose the Security Elements to unauthorized persons, except for certain cases provided by the law;
 - (b) to block the access to the Internet Banking, Mobile Banking and Phone Banking Service immediately after receiving the phone call at Contact Center BCR regarding the loss/theft/unjustified use/any other unauthorized use of the Security elements;
 - (c) to prove that a Banking Transaction was authenticated, correctly registered and recorded in the Accounts and was not affected by any technical defect or by other deficiencies in case the Client claims the lack of authorization or the incorrect execution of a Banking Transaction;
 - (d) to provide the Client the information related to the payments conducted through Internet Banking and Mobile Banking applications immediately after each Banking Transaction executed so that the Client can store and reproduce identical information;
- 95.7. Parties' liability related to Internet Banking, Mobile Banking and Phone Banking Service

- 95.7.1. In addition to Art. 80.1, the Client is responsible for the use and protection of the Security Elements. The Client will notify BCR immediately he finds out about: (a) the loss, theft, destruction, unjustified use of the Security elements, other unauthorized use or possibility of use or about their disfunctionalities; (b) any error or irregularity occurred related to BCR management of the Account.
- 95.7.2. In addition to Art. 80.3, BCR is responsible : (a) the value of the Banking Transactions initiated after the moment the Client announced the loss/theft/destruction/blockage/compromise/wrong operation of BCR Token/eToken or of the possibility it has a copy or that the PIN/Password or other Security Elements are known by unauthorized persons, on condition the Client did not act in ill will and/or the disfunctionality was not caused on purpose; and (b) the lost value and the inadequate execution of the Banking Transactions if the loss or inadequate execution is due to a disfunctionality of BCR Token/eToken, on condition to prove that the disfunctionality was not caused on purpose by the Client.
- 95.7.3. In addition to the cases provided in Art. 80.3, BCR is not liable in the following cases: (a) for the Banking Transactions validly performed by the Client and later contested by him; (b) for the consequences caused to the Client by the interruption of any of the components of Internet Banking, Mobile Banking and Phone Banking Service, which led to the failure to execute/wrong execution of a Banking Transactions in case the respective interruption was caused by: (i) certain abnormal and unpredictable circumstances, beyond BCR control, (ii) the actions/lack of action of a third payment services supplier and whose consequences could not have been avoided despite all diligences made to that end, (iii) obligation of BCR or of another payment services supplier to comply with certain imperative legal provisions, (iv) for the use of Internet Banking, Mobile Banking and Phone Banking Service by another person than the Client.

96. GENERAL PROVISIONS

- 96.1. The provisions of Chapter XII and of Chapter XIII are also applied to the Payment Services supplied to the Client through 24 Banking BCR.

97. ALERTS SERVICE

- 97.1. Operations which can be performed through Alerts Service

- 97.1.1. Through Alerts Service, the Client can benefit of BCR sending SMS alerts or e-mail in real time on mobile phone type Smartphone by the installed application Touch 24 Banking regarding the Payment Operations from the Client's Current Bank Accounts, as well as about the balance of the Accounts related to the credit Card, according to the relevant Convention.

- 97.2. Description of Alerts Service

- 97.2.1. Upon the Client's choice, the Alerts Service allows SMS or e-mail alerts sending about the following:

- (a) standard component: feedings of Current Bank Accounts and Regular Payments;
- (b) "Plus "component, in addition to point (a) above, Payments made with merchants and cash withdrawals by the debit Card attached to the Current Bank Account and the Payments ordered from Current Bank Accounts by Internet Banking, Mobile Banking and Phone Banking; and
- (c) "Credit Card "component: payments made with merchants and credit Card. Reimbursements in the credit Card Account are not included in this Service.

97.3. Operation of Alerts Service

- 97.3.1. Alerts Service is addressed to the Clients, holders of BCRAccounts (in RON or foreign currency), users of national mobile phones or having e-mail and is based on the Client's configuration set up by the relevant Conventions.

- 97.3.2. BCR transmits the alerts on the mobile phone number or to the e-mail address the Client communicated on the date this Service was activated or later.

- 97.3.3. The Alerts Service components can be individually attached to each Current Bank Account, respectively credit Card Account owned by the Client with BCR.

- 97.3.4. Alerts Service, available by SMS or e-mail, can be limited by the mobile phone network cover, respectively the cover of the internet supplier used by the Client. Thus, in case the Client is not within the covering areas or his phone is shut off, the reception of SMS message or e-mail will be affected.

- 97.3.5. During the period Alerts Service is active, the Client can change (a) the configurations regarding: (i) the transmission channel of alerts: SMS, e-mail or on mobile phone type Smartphone by the installed application Touch 24 Banking; (ii) alerts triggering threshold, (b) the Accounts associated to Alerts Service, (c) the components or the transmission channels within Alerts Service (either online by Internet Banking Click 24 Banking module, or in one of BCR Banking Units), or to give up a certain component.

- 97.3.6. In case of "Plus "component, the Client will receive the alerts in real time for the Payment Operations performed at the payments moment, except for the case of delays generated by the operation of mobile phone or internet

services, including if generated by an Act of God or a Force Majeure case. For account feeding, the Client will receive the alerts within the time interval pre-defined by BCR or agreed by the Client, according to relevant Conventions.

- 97.3.7. The activation of standard and "Plus" components in the Banking Units is made with BCR pre-defined characteristics which the Client can later reconfigure according to his own needs.
- 97.3.8. During the operation period of Alerts Service, BCR can add new functionalities to its components, which can be gradually provided to the Clients starting the date BCR communicates them their activation.
- 97.3.9. For exceptional cases, upon the Client's specific request, BCR will no longer send the alerts included in the Alerts Service, in order to prevent the unauthorized access to information of banking secret nature, the Service remaining active and the Client having to pay the related fees.
- 97.3.10. The supply of Alerts Service is automatically ceased, without Notification and without any other previous formalities unless the Alerts Service has at least one component attached to at least one of the Client's Account, irrespective of the reason for the absence of the others.

97.4. Parties' liability related to Alerts Service

- 97.4.1. The provisions of Art. 80 and Art. 95.7 are also applicable regarding the parties' liability for Alerts Service.
- 97.4.2. BCR is not liable for the consequences caused to the Client by the non execution/inadequate execution of the Banking Transactions if: (i) the operator of mobile phone/internet the Client is subscribed to is in impossibility to meet its obligations; (ii) the Client is not in the cover area or his phone is shut off at the transmission moment of the confirmation message of the performed Banking Transactions; (iii) the mobile phone is not working due to the Client's obligations to the suppliers of mobile phone/internet services; (iv) due to the guilt of the mobile phone/internet services supplier, the integrity of the data is lost although they were correctly and completely transmitted by BCR; (v) the mobile phone cannot receive the messages due to its settings or of some restrictions imposed by mobile phone/internet services supplier; or (vi) mobile phone/internet services supplier charges taxes or fees for the received messages.
- 97.4.3. BCR is accountable for the alerts content as long as they are within BCR IT system.
- 97.4.4. The Client is responsible for: (a) the protection of the integrity and confidentiality of information received from BCR through Alerts Service; (b) the change of phone number or e-mail address immediately after the occurrence of any event which might prevent the Client's access to alerts, in case of loss or theft of the mobile phone and/or of SIM card, of unauthorized access to e-mail account, the change of phone number, closing the e-mail account, termination of the contract with mobile phone or internet supplier; (c) the request to deactivate the component(s) of Alerts Service in case of (i) loss or theft of mobile phone and/or of SIM card, (ii) unauthorized access to e-mail account, (iii) the occurrence of any event which might prevent the Client's access to alerts, or (iv) in any other cases specifically requested by the Client, until their remedy; (d) the Client's request to reactivate the component(s); and (e) announcing BCR about the change of the data declared in the relevant Conventions.
- 97.4.5. In the absence of contrary Instructions, BCR will continue to send alerts on the mobile phone and to the e-mail address the Client supplied according to the relevant Convention.

XVI. SAVING PRODUCTS

98. TYPES

- 98.1. BCR saving products are deposits, saving accounts and deposit certificates.
- 98.2. For the operation of saving products a Current Bank Account in foreign currency has to be attached to the saving product.

99. SETTING UP THE SAVING PRODUCTS

- 99.1. To set up saving products, BCR will open an Account on the Client's name on the date the Client deposited at least the minimum opening amount for which BCR pays interests to the deposited amounts, according to the provisions of the respective Convention.
- 99.2. Setting up a saving product, its feeding or closing can be done by the Client in any Banking Unit within the Working Timetable, by transfer, including for the users of Internet Banking and Phone Banking Service.
- 99.3. BCR is entitled to set up the minimum amount for the saving products, as well as the minimum period for their establishment. The minimum amounts are listed in BCR offer and displayed in the Banking Units at a visible place.

100. OPERATIONS IN SAVING PRODUCTS ACCOUNTS. ACCOUNT STATEMENT

- 100.1. BCR assures the Client's information about the operations performed in the Accounts of saving products by the Account Statements offered for free once a month in the Banking Units.

- 100.2. The Account Statement is assumed to be approved unless it is contested within 5 (five) Working Days. The Account Statement approval does not exclude the Client's right to contest later its content for errors of registration or calculation, for omissions or double registration, in the applicable conditions to the Accounts set up in Clause 78.
- 100.3. The operations of cash deposit and release in/from the Accounts of saving products are subject to the provisions of Chapter XII.
- 100.4. If the Client makes Payment Operations from the Current Bank Account attached to the saving product, these operations will be subject to the provisions of Chapter XIII.

101. INTEREST PAYABLE

- 101.1. For the deposits on term, BCR will pay the interest as follows:
- 101.1.1. for the deposits on term without capitalization, the interest is paid monthly, half-yearly or on the due date, on the same date as the date of setting up the deposit on term in the Current Bank Account mentioned by the Client, as specified in the relevant Convention;
- 101.1.2. for the deposits on term with capitalization, the interest is paid on the deposit due date in the same deposit on term, which is increased on the due date by the interest paid for the previous period.
- 101.2. The interest for the deposits on term is made of the interest related to the amount for the deposit setting up and the interests corresponding to each later feeding. The interest related to a later feeding is determined using the interest type related to the main deposit, as follows:
- 101.2.1. the interest for the level of the amount feeding the Account and corresponding to the term equal to the residual due date of the main deposit or immediately below it;
- 101.2.2. if the residual due date of the main deposit is smaller than one month for the currency of RON/ EUR/ USD, the interest is set up deducting 2 pp for RON, respectively 0.5 pp for the currencies EUR/USD from the interest practiced for the tranche of the fed amount, related to a maturity of one month if the residual due date of the main deposit is smaller than 3 (three) months for the currencies GBP/CHF, the interest is set up deducting 0.5 pp for GBP, respectively 0.1 pp for CHF from the interest related to the 3 months maturity, but not less than 0.
- 101.3. If the deposit on term is automatically extended, the interest paid is that practiced and displayed by BCR on the extension day.
- 101.4. If the amounts deposited before the expiry of the deposit on term are withdrawn, BCR will not pay the interest. The interest already paid to the Client (which, by withdrawing the amounts deposited before the expiry of the deposit on term becomes undue) will be recovered by BCR from the deposit on term or from the Current Bank Account, by the case.
- 101.5. For the saving accounts, BCR will pay the interest as follows:
- 101.5.1. monthly, for the Accounts in RON and quarterly, for the accounts in foreign currency, on the date corresponding to the closing date of the Account or on the Account liquidation date;
- 101.5.2. in case the balance of the saving Account becomes smaller than the minimum mandatory limit provided in the relevant Convention, the existing amounts in that Account are transferred into the Client's Current Bank Account and the interest paid will be that provided in the Convention related to the Current Bank Account.
- 101.6. For the saving plans, BCR will pay the interest in compliance with the provisions of Art. 101.1, 101.3 and Art. 101.4.

102. CEASE OF SAVING PRODUCTS

- 102.1. The saving products cease in the following general cases:
- 102.1.1. when reaching the term they were set up for, unless the Client chose to automatically extend them, in which case BCR will automatically prolong them to the same term. The applicable interest rate will be the one available at the prolongation date.
- 102.1.2. when the balance drops below the minimum established value;
- 102.1.3. when an amount is withdrawn from the Account of the deposit on term or from a savings plan;
- 102.1.4. upon the Client's request or of his Proxy with unlimited rights, even before the term the deposit was set up for, in which case the Client will be held accountable to cover the prejudices BCR might suffer due to the anticipated cease of the deposit; or
- 102.1.5. in any other cases provided by the relevant Conventions signed between BCR and the Client.
- 102.2. At the maturity/liquidation of a saving product, the Client can request the closing of the Account attached to the respective product. The Client agrees that BCR closes the Account attached to the saving product only based on a written request of the Client, to protect the Client's economic interests. The Account can be closed only if it is not attached to other Banking Services offered to the Client or if it is not seizure or made unavailable, according to the law, so that the Client meets some obligations assumed to third parties.

103. INHERITENCE OF DEPOSITED AMOUNTS AND VALUES

103.1. The release of the amounts object of saving products to the Client's heirs is made based on the proof of their succession rights over such products.

104. BANK DEPOSIT GUARANTEE FUND

104.1. BCR is participant in the Bank Deposit Guarantee Fund of Romania ("**Fund**"), mentioned on the list of credit institutions participating in the Fund³, whose depositors benefit of the guarantee by compensations for the deposits set up with those institutions, within the limit of the periodically established ceiling by the Fund. On the date of signing the present Contractual Documentation, the ceiling is amounting to EUR 100.000 in RON equivalent per depositor per bank.

104.2. The Client's deposits are secured, except for the Deposits mentioned as deposits excluded from securing, according to Annex no. 1 "*List of deposits excluded from securing*" of the Law no. 311/2015 regarding deposits guarantee schemes and the Bank Deposit Guarantee Fund. The latter do not benefit of the securing facility, the above mentioned legal provisions on compensation payment being not applicable.

104.3. BCR displays in its Banking Units information about the securing of deposits, the ceilings and the categories of unsecured deposits.

104.4. The amounts the Client is has to pay, according to the relevant Conventions signed with BCR, will be considered by BCR when calculating the compensation the Client is entitled to, according to the provisions of the Law no. 311/2015 regarding deposits guarantee schemes and the Bank Deposit Guarantee Fund. Consequently, the amount offered as compensation for the deposits set up with BCR as participating credit institution, on the date they became unavailable will be diminished by the amounts the Client has to pay, according to the previous entries, on the same date.

XVII. LENDING OPERATION

105. APPLICATION. INTERPRETATION

105.1. Unless specifically provided otherwise, the provisions of this chapter are applied to any lending operations performed by BCR, irrespective of the Loan form.

105.2. CSB clauses which do not make reference to a certain type of Credit are applicable to all categories of Loans granted to the Clients by BCR. CSB clauses making reference to a certain type of Loan are applicable only to that type of Loan.

106. LOANS DRAWING

106.1. Any Loan is usually used after fully meeting or specific waiver by BCR of the precedent conditions of the Convention, respectively after the use of the Client's own sources, if the case.

106.2. Any Loan is made available to the Client by transferring the amount from the Loan Account into one of the Client's Accounts, from which it can be used according to the Loan destination mentioned in the Convention. In case of Overdraft, BCR provides the Loan by means of the Current Bank Account from which the Client can make drawings from the funds available, within the limit of the overdraft Ceiling.

106.3. Any Loan is made available to the Client by the method stipulated in the Convention.

107. INTEREST

107.1. The current interest related to the Loan BCR granted the Client is calculated according to the Convention provisions, by the formula stipulated in it.

107.2. The change of current interest rate is done according to the following principles:

107.3. for the Loans with flat interest rate, the interest rate is kept constant for the whole lending period, except for the cases provided in the Convention.

107.4. for the Loans with variable interest rate, the change of the current interest rate (%) leads to the recalculation of the interest due by applying the new interest rate to the balance of the existing Loan on the change date and BCR will issue a new repayment schedule made available to the Client according to the Convention provisions.

107.5. for the Loans with variable interest rate set up according to the reference index ROBOR/LIBOR/EURIBOR, the interest level is changed depending on its evolution, according to the Convention provisions.

107.6. The penalizing interest rate will be applied in the conditions and at the value provided in the Convention.

108. EFFECTIVE ANNUAL INTEREST (DAE)

108.1. For the Loans with flat interest rate, DAE is calculated starting from the prerequisite that all Costs set up by Convention remain unchanged for the whole period agreed by the parties and provided in that, and that the Client meets his contractual obligations at the terms and in the conditions stipulated in the Convention.

3 The list can be viewed on www.fgdb.ro.

- 108.2. For the Loans with variable interest rate, DAE is calculated starting from the prerequisite that the interest rate related to the loan and the other Costs remain fix compared to the initial level and will be identically applied until the Convention termination.
- 108.3. For the Loans with flat interest rate for the initial period and with variable interest rate later according to a reference index, DAE is based on the assumption that at the end of the period of flat interest rate related to the Loan, the interest rate is the same as at DAE calculation moment, based on the value of the valid index at that moment and will be identically applied until the Convention termination.
- 108.4. When calculating DAE, the following costs are not considered:
- 108.5. expenses paid by the Client for incompliance with one of his commitments stipulated in the Convention;
- 108.6. if the Account opening is the Client's option, the costs required for the funds transfer, the costs of an Account management recording both the payment operations, and the drawings, the costs of using a payment means both for the payment operations and for drawings, other costs regarding payment operations;
- 108.7. the costs related to the subscriptions due as registration as member in associations or groups and which result from distinct agreements from the relevant Convention, even if such subscriptions influence the Loan conditions;
- 108.8. the costs related to Guarantees or optional insurances.

109. LOAN REIMBURSEMENT AND INTEREST PAYMENT. EARLY REIMBURSEMENT

- 109.1. The Loan reimbursement and the payment of the related interests and fees will be done by the Client and, by the case, by the Co-debtor(s)/Fidejussor(s) in the same currency as the Loan was granted.
- 109.2. The amount of total monthly installments to be repaid and the due dates are written in the reimbursement schedule of the Convention, except for the credit lines and overdrafts/Overdraft for which no reimbursement schedule is drafted.
- 109.3. In case of a Loan early repayment or of the Loan diminish as a result of failing to use the drawing term, BCR will provide the Client in writing, or on another lasting support a new reimbursement schedule, which will be opposable to the Client without any other formalities.
- 109.4. In case of Client's death, his heirs will be obliged, proportionally to each succession quota, to cover any amounts due to BCR based on the Convention, to the extent the Client has not signed a life insurance or BCR has not been appointed as beneficiary of the related insurance contract, or the insurance company did not fully cover such amounts from the insurance payment resulted from such an insurance contract. The convention, as well as the guarantee contracts ancillary to it can be foreclosed by BCR against the Client's heirs, even before the joint possession termination, according to the applicable provisions of the Civil Code.

110. LOAN SECURING

- 110.1. The Client undertakes to secure the Loan, the current interests, fees, penalties and any other expenses BCR might have related to the conservation or recovery of the goods brought in guarantee, as well as any other related amounts by the guarantees and in the conditions provided by the Convention. The guarantees established in this way will maintain their validity even if the relevant Convention is extended by Addenda.
- 110.2. The Client will bear all expenses and/or taxes related to the appropriate establishment of guarantees, for their publicity in the Land Register and/or the Electronic Archive of Secured Transactions, by the case, or for their erasure from the publicity registers.

111. INSURANCE

- 111.1. If the nature of the goods brought in as guarantee allows it, the Client will insure on his own expense, the goods making the object of the Guarantees for all risks.
- 111.2. The Client has the right to freely choose the insurance company and/or the insurance broker for the conclusion of the insurance contracts specified in the relevant Convention.
- 111.3. The Client will assign or mortgage the rights related to the insurance contract in favor of BCR or will appoint BCR as beneficiary of the insurance payment, according to BCR request stipulated in the relevant Convention.
- 111.4. In case the Client does not meet the insurance obligation of the good brought in as guarantee, BCR has the right, but not the obligation and is authorized by the Client (i) to insure the goods brought in as guarantee, (ii) to choose the insurance company and conditions, and (iii) to debit the Client's Accounts by the amounts related to the insurance.

112. RIGHTS AND OBLIGATIONS

- 112.1. In addition to his obligations provided in the Convention, the Client also has the following obligations:
- 112.1.1. to specify the payments destination on the documents through which he draws from the Loan for the dedicated Loans;
- 112.1.2. to notify BCR within 15 (fifteen) calendar days since the increase of the reference index, in case he is in an objective impossibility to accept the interest increase;
- 112.1.3. to allow BCR representatives the access to inspect the works achieved from the granted Loan and the goods making up the Loan guarantee;

- 112.1.4. to submit to the insurance company all the documents provided in the insurance conditions for the compensation collection within 24 hours since the occurrence of the insured risk event and to announce BCR about the occurrence of the insured risk within 48 hours since the event occurrence;
- 112.1.5. to announce BCR within maximum 5 (five) Working Days about the occurrence of any situations making him in impossibility to meet his obligations derived from the Contractual Documentation;
- 112.1.6. in case the Loan was granted based on the calculation of incomes obtained from goods rental and leasing, to conclude leasing contracts for the whole period of Loan repayment or the leasing contract concluded by the Client should cover the whole validity period of the contract or to include an extension or renewal clause;
- 112.1.7. to use the goods brought in as Guarantee with the diligence of a good owner, according to their destination;
- 112.1.8. to refrain from actions which might result in the occurrence of insolvency condition, not to establish and not to liquidate any dedicated patrimonial quantum within his own patrimony, including, but without being limited to the professional patrimony and not to transfer any good or right between the patrimonial quanta of his own if such an action prejudices BCR capacity to recover its receivables;
- 112.1.9. in case of Loans for investments, to comply with the environment legislation and to obtain the environment authorizations imposed by the law;
- 112.1.10. not to oppose BCR in contacting his employer to make any verifications related to his status as employee; and
- 112.1.11. In case of Loans for consumption goods purchase granted to **physical** persons, clients of companies with which BCR signed protocols, the Client specifically authorizes BCR to open a Current Bank Account or a credit Account on his name and to perform lending and debit operations in/from such Accounts in his name and on his account for payment operations to the respective companies, according to the provisions of the Contractual Documentation.

112.2. Besides the rights specifically provided in the Convention, the Client also has the following rights:

- 112.2.1. to repay in advance the Loan, in full or partially, in the Convention conditions, in which case BCR will recalculate the interest related to the Loan depending on the new Loan balance and the period left until the full repayment;
 - 112.2.2. to be informed, on paper or on another lasting support, about any change of the interest rate related to the Loan regarding the value of payments to be done after the coming into force of the new interest rate related to the Loan, about the number and frequency of payments – if they are changed;
 - 112.2.3. to be announced in writing, by phone, by SMS or by e-mail by BCR, at least 15 calendar days before, about the transmission to the record systems of credit bureau of the negative data (in the meaning provided in the Decision no. 105/2007 of the National Supervision Authority of Personal Data Processing) or of information regarding the payment delays of his obligations derived from his lending relation;
 - 112.2.4. to be announced in writing, by phone, by SMS or by e-mail by BCR, before the transmission to the record systems of credit bureau of data regarding irregularities (mismatched information, resulting from the documents presented on the date of loan application due to the Client's guilt) and frauds (information regarding infractions and contraventions in the financial-banking field in the direct relation with a participant, found out by definitive or irrevocable court decisions, by the case, or by uncontested administrative documents).
- 112.3. BCR undertakes that on the convention termination in any way, to provide the Client for free a document confirming that all the obligations between the parties were extinguished or showing the yet unfulfilled contractual obligations.

112.4. BCR has the right:

- 112.4.1. to verify the observance of the Loan use conditions, its destination, the permanent and integral existence of the guarantees for the whole lending period;
- 112.4.2. to recover from the amounts related to the compensations collected from the insurance company, as a result of the insured event occurrence, the Client's obligations existing at the respective moment;
- 112.4.3. to declare due and payable the Loan granted based on the Convention, together with all the related interests, fees, charges and any other due amounts and to unilaterally terminate the Convention in the cases and conditions provided by it;
- 112.4.4. to recover by foreclosure the amounts due by the Client, according to the Convention provisions, if he was declared eligible.

113. LOAN RUNNING ACCOUNT

- 113.1. If for the Loan use the Client has to hold a Current Bank Account with BCR for drawing and repayment operations from the Loan, BCR assures the Client the possibility to choose an Account for Loan running, which allows only drawing and repayment operations from the Loan and/or a standard Current Bank Account, which allows both drawing and repayment operations from the Loan, and other operations according to the relevant Convention.
- 113.2. In case the Client chooses an Account for Loan running (becoming the owner of an Account for Loan running), the conditions for its use are the following: the operations allowed and with no fees applied are withdrawal and/or intra/

inter-banking transfer at BCR desks, within the limit of the granted Loan, as well as the Loan repayment; for the inter-banking transfer of the Loan amounts, the Client pays only the taxes and charges taken by third parties over such operations; once withdrawn or transferred, all the amounts from the Loan, no other withdrawal or transfer operations are possible, except for those of intra-banking transfer between the Client's own accounts; in case other operations are also performed through the Loan running Account, BCR has the right to charge a management fee for that Account; BCR does not pay interest for the cash available in this Account; the Account statement will be provided to the Client in the Banking Units for free for each calendar month; The Account will be automatically closed on the date of the full repayment of the Loan and of the amounts due based on the Convention.

- 113.3. In case the Client chooses to open a standard Current Bank Account, is allows the performance of any specific operations to the Current Bank Account, as well as the attachment of Banking Services or the access to the Current Bank Account also by Internet Banking and Phone Banking. For the Current Bank Account, BCR will charge the specific fees for management and performance of operations, according to the Contractual Documentation.
- 113.4. The Client is fully aware that in the interval between the Account feeding by the Loan amount made available by BCR and its use by the Client, the Account can be burdened by seizures and/or other foreclosure procedures can be initiated and/or it can be at the disposal of the Proxy and therefore the amounts in the Account coming from the Loan are used according to the provisions of the respective writs of execution.

SOME IMPORTANT LEGAL REGULATIONS FOR THE CONTRACTUAL RELATIONS BETWEEN BCR AND ITS CLIENTS, PHYSICAL PERSONS

NOTE: The list below is not exhaustive but indicative and considers the mentioned regulatory documents as they could be further amended and completed.

- Civil Code, including the Law no.71/2011 for the enforcement of the Law no. 287/2009 regarding the Civil Code
- Emergency Government Ordinance no. 99/2006 regarding credit institutions and capital adequacy
- Emergency Government Ordinance no. 50/2010 regarding the credit contracts for consumers
- Law no. 193/2000 regarding abuse clauses in the contracts concluded between merchants and consumers
- Law no. 363/2007 regarding the fight against merchants' incorrect practices in their relation with consumers and harmonizing the regulations with European legislation as regards consumers' protection
- Government Ordinance no. 21/1992 regarding consumers' protection
- Government Decision no.1553/2004 regarding some ways to stop illicit practices in the protection of consumers' collective interests
- Law no. 190/1999 regarding mortgage loan for real estate investments
- Law no. 677/2001 for the persons' protection regarding personal data processing and the free circulation of such data
- Decision no. 132/2011 regarding the conditions of personal identification number processing and of other personal data with identification function of general applicability
- Decision of the National Supervision Authority of Personal Data Processing no. 105/2007 regarding personal data processing in recording systems type credit bureau
- Decision of the National Supervision Authority of Personal Data Processing no. 200 /2015 regarding the setting up of personal data processing cases for which notification is not required, as well as for the change and abrogation of some decisions
- Emergency Government Ordinance no. 113/2009 regarding payment services
- NBR Regulation no. 21/2009 regarding payment institutions
- Law no. 127/2011 regarding electronic currency issuance activity
- NBR Regulation no. 8/2011 regarding issuing institutions of electronic currency
- NBR Regulation no. 6/2006 regarding the issuance and use of electronic Payment Instruments and the relations between the participants in the transactions with such instruments
- NBR Regulation no. 1/2012 regarding the payment of contributions and subscriptions by the credit institutions, as well as their verification by the Bank Deposit Guarantee Fund
- FGDB Regulation no. 1/2016 regarding the transmission to the Guarantee Fund for banking deposits of information used for the list of compensations to pay and for those used in the process of determining the annual contributions of the credit institutions, modified by FGDB Regulation no. 3/2016
- FGDB Regulation no. 2/2016 for determining and payment of the contributions for the Guarantee Fund for banking deposits, according to the risk degree
- NBR Regulation no. 17/2012 regarding some lending conditions
- Law no. 506/2004 regarding personal data processing and private life protection in electronic communications field
- Government Ordinance no. 85/2004 regarding consumers' protection at the conclusion and execution of remote contracts of financial services
- Law no. 365/2002 regarding the electronic trading
- Government Decision no. 1308/2002 regarding the approval of Methodological Norms for the enforcement of the Law no. 365/2002 regarding the electronic trading
- NBR Regulation no. 2/2005 regarding the payment order used in transfer-credit
- Law no. 311/2015 regarding deposits guarantee schemes and the Bank Deposit Guarantee Fund.

Physical persons:

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