



**General business terms and
conditions** for legal entities and
authorized natural persons

VERSION no. 8 / 1st of November 2016

IMPORTANT ASPECTS ON GENERAL BUSINESS TERMS AND CONDITIONS FOR LEGAL ENTITIES AND AUTHORIZED NATURAL PERSONS

The undersigned _____ with the headquarters in _____ registered at _____ under no. _____ sole identification code/fiscal identification code _____, represented by _____ identified with ID series _____, no. _____ issued by _____, on the date of ____/____/____, Personal Identification Number _____, domiciled in _____ St. _____ no. _____, flat _____, entrance _____, Floor _____, Apt. _____, County (District) _____ acting as _____ (hereinafter referred to as „**Customer**“), in its capacity as beneficiary of banking services offered by Banca Comerciala Romana (hereinafter referred to as „**BCR**“ or „**Bank**“), a two tier managed company, registered with the Trade Register under no. J40/90/1991, Sole Registration Code 361757, registered under no. RB-PIR-40-008/1999 with the Credit Institutions Register and respectively under no. 3776 and no. 3772 with the Personal Data Processing Register, share capital RON 1,625,341,625.40, with the headquarters in Bucharest, 5 Regina Elisabeta Blvd., District 3, _____ by _____ [Banking Unit], acting through its authorized representatives, hereby confirm, by signing this document named General Business Terms and Conditions for Legal Entities and Authorized Natural Persons version no. 8/1st of November 2016 (here in after referred to as „**GBTC**“) the fact that we have acknowledged and fully understand all the provisions contained in the GBTC.

These GBTC contain important information for the Customer and together with all other documents that the Customer has agreed to sign for the provision of banking services by BCR, determine the contractual aspects applicable to the contractual relationship between the Customer and BCR and to the services BCR provides to the Customer. In furtherance hereto, any such document signed by the Customer together with BCR, including these GBTC, will be referred to as „**Contractual Documentation**“.

By signing the Contractual Documentation, the Customer agrees that the Contractual Documentation reflects in full the Customer's will as regards the services provided by BCR and supersedes any other arrangements, written instruments, pre-contractual documents or negotiations that took place between Customer's representatives and BCR before signing the Contractual Documentation. There are no secondary elements related to the Contractual Documentation and to the agreement between the Customer and BCR that have not been reflected in the Contractual Documentation.

The Customer freely agrees to enter into a contractual relationship with BCR, in order to benefit of the services provided by the Bank and thus to acquire the rights and be bound by the obligations resulting from the Contractual Documentation in its entirety, including the GBTC, all those containing such provisions that the Customer considers as being fair.

By signing the GBTC and any other document within the Contractual Documentation, the Customer confirms that BCR made available all documents and information necessary to understand the provisions of these GBTC and the Contractual Documentation in general. Thus, the Customer agrees to assume the risk of error in respect to understanding any provision in the Contractual Documentation, pursuant to Art. 1209 in the Civil Code.

The Customer is hereby informed that, in addition to the rights and obligations arising from the Contractual Documentation, both BCR and the Customer benefit from rights and obligations conferred by law.

The Customer hereby fully agrees and expressly accepts the content of each clause contained in this section of the GBTC and the provisions contained in the clauses of the Conventions concluded with BCR simultaneously with signing the GBTC, including but not limited to those relating to:

- limitation of BCR liability under GBTC provisions contained in the following clauses: Chapter II, Section A, Clauses 3 and 4 final thesis; Chapter II, Section D, Clauses 23 and 25; Chapter III, Section B, Clause 4; Chapter III, Section C, Clause 9 final thesis, Clause 11, Clause 12 and Clause 14; and Chapter III, Section E, Clauses 1 to 6;
- the manner in which the GBTC may be modified or terminated, pursuant to the procedure described in Chapter I, Section C;
- BCR's possibility to suspend or refuse the execution of certain contractual obligations or operations and instructions specially provided by the Contractual Documentation or to keep the Customer responsible, according to GBTC provisions contained in the following clauses: Chapter II, Section A, Clause 2; Chapter II, Section C, (Opening of

accounts. Account attorneys-in-fact), Clause 4 and 5; Chapter II, Section D, Clauses 3, 6, 7, 8 and 9; Chapter III, Section B, Clause 26; Chapter III, Section C, Clauses 2, 4, 5, 6, 7, 13 and 14;

- BCR's possibility to operate the conventional set-off and lack of mutual set-off between BCR and the Customer, under the GBTC provisions contained in Chapter III, Section C, Clause 11;
- BCR's unilateral possibility to close one of the Customer's accounts and/or to cease the effects of GBTC, under provided by the GBTC under in the following clauses: Chapter II, Section F, Clauses 5 and 6; Chapter III, Section B, Clause 26; Chapter VI, Section A, Clauses 2 and 3;
- limitation of hardship effects and undertaking by the Customer of the related risks, according to the GBTC provisions contained in Chapter III, Section F, Clauses 1, 2 and 3;
- BCR's possibility to assign the Contractual Documentation or any other document contained therein, or rights thereto, without the Customer's previous consent, other than that expressed by signing the Contractual Documentation, pursuant to provisions in Chapter VI (Assignment), Section C, Clauses 1, 2 and 3;
- Customer's liability in case of payment obligations, even if a fortuitous event or a case of force majeure occurs, pursuant to the GBTC provisions contained in Chapter III, Section D, Clause 1, 2 and 3;
- Customer's loss of the benefit of the term in case of non-compliance with the payment obligations and other contractual obligations under the GBTC provisions in Chapter III, Section B, Clauses 24 and 26;
- establishment of the Roman law as the law applicable to the GBTC and the competence of courts at the Banking Unit location, according to GBTC provisions in Chapter VI, Section E, Clauses 1 and 2.

The Customer agrees that, in accordance with the legal provisions and those contained in the Contractual Documentation, repeated breaches, even of small significance, of the Customer's contractual obligations, may result in adverse consequences for the Customer, including loss of the benefit of certain terms applicable for the fulfillment of certain obligations, as such terms may be established under the Contractual Documentation.

BCR COMERCIALA ROMANA S.A.

Customer

Signature:

Signature:

Name:

Name:

Position:

Position:

1 INTRODUCTION

- A. Regulation
- B. Definitions
- C. Scope

2 OPENING, PERFORMANCE OF TRANSACTIONS AND CLOSING OF ACCOUNTS

- A. General provisions
- B. Personal data protection
- C. Opening of accounts. Account attorneys-in-fact
- D. Operation and performance of transactions with the accounts
- E. Evidence of transactions and statements of account
- F. Closing of accounts
- G. Deposits

3 RIGHTS AND OBLIGATIONS OF THE PARTIES

- A. Customer's rights
- B. Customer's obligations
- C. Bank's rights
- D. Bank's obligations
- E. Limitation of Bank's liability
- F. Limitation of hardship effects
- G. Aspects on instructions provided to the bank

4 KNOW YOUR CUSTOMER, PREVENTION OF MONEY LAUNDERING

5 CONFIDENTIALITY

6 FINAL PROVISIONS

- A. Termination of the General Business Terms and Conditions
 - B. Customer – Bank communication
 - C. Assignment
 - D. Force majeure. Fortuitous case
 - E. Applicable law. Disputes
-

1. INTRODUCTION

A. Regulation

This document, General Business Terms and Conditions (hereinafter referred to as GBTC) is issued by the Bank in accordance with its internal rules and business policy.

The GBTC are providing the general Contractual Documentation pursuant to which the Bank agrees to supply services and the Customer agrees to use the products and services supplied by the Bank.

The GBTC are supplemented by:

- (a) the provisions of the forms and Conventions specific to each product or service;
- (b) the applicable laws, including the regulations issued by the National Bank of Romania; and
- (c) the international and domestic banking practice.

In case there are any discrepancies between the GBTC and the provisions of the forms and Conventions specific to each product or service, the provisions of the forms and Conventions specific to each product or service shall prevail except for those that came into force prior to the entry into force of the GBTC; in this latter case the GBTC shall take precedence. In case there are discrepancies between the GBTC and the applicable laws, the applicable laws shall prevail. In case there are discrepancies between the GBTC and the Bank's regulations or international and domestic practice, the GBTC shall take precedence.

The GBTC are applicable to Customer – legal persons (LP) and authorised natural persons (ANP), professionals in the understanding of the Civil Code.

The contractual relationship established between the Bank and the Customer pursuant to the GBTC are founded on mutual confidence, confidentiality and good faith.

The execution of the account opening application by the Customer amounts to full and unconditional agreement by the Customer with all the terms and conditions of the GBTC.

B. Definitions

1. The terms used throughout this document shall have the following meaning:

- a. **Bank** means BCR SA, and any reference to the Bank herein shall be interpreted to include as well any of its Banking Units.
- b. **Banking Units** means any and all specialized departments within the central administration, territorial units (such as agencies or branches), business centers or any other organizational units of the Bank through which the products and the services are offered to the Customer.
- c. **BCR Group** means the group to which the Bank belongs, including the entities which directly or indirectly control the Bank or are controlled by the Bank, as well as their subsidiaries.
- d. **Customer** means any LP or ANP which has opened an account with the Bank in its capacity as account holder and which in relation to the Bank acts through Account attorneys-in-fact.
- e. **Account attorneys-in-fact** means the persons authorised to represent the Customer in relation to the Bank (the Customer's legal or conventional representatives, persons designated as such in the Bank's forms upon opening of the account or thereafter).
- f. **Contractual Documentation** means these GBTC, which form the general framework of the Customer – Bank relationship, together with any specific Conventions entered into by the Customer for a product or a service offered by the Bank along with any other documents issued in compliance with these GBTC or any of the Conventions, the List of Bank Tariffs and Fees for legal persons as well as the Interest rate list in force upon registration of the Customer with the Bank's data base or as such may be modified from time to time by the Bank.
- g. **Beneficial owner** – means the natural person which ultimately holds or controls the Customer and/or the natural person on behalf of which or for the direct or indirect benefit of which a transaction or an operation is performed. The term 'beneficial owner' includes:

a) in the case of *trade companies*:

a1) the natural person or persons which ultimately hold or control a LP by holding, directly or indirectly, all the shares or a sufficient number of shares or voting rights in order to secure control, including bearer shares, whereas the held or controlled LP is not a company listed with a regulated market and subject to publicity requirements in line with those set out by EU law or with internationally set standards. This criteria is deemed fulfilled in the case of holdings in excess of 25% of shares plus one share;

a2) the natural person or persons which exercise in any other way control over the administrative or managing bodies of a LP;

b) in case of LP, other than the ones mentioned under a) above or other entities or legal structures which administer and distribute funds:

b1) the natural person who is a beneficiary of at least 25% of the assets of a LP or an entity or legal structure, in case the future beneficiaries have already been identified;

b2) the group of persons in the principal interest of which is established or operates a LP or an entity or legal structure, in case the natural persons which benefit from the LP or legal entity have not yet been identified;

b3) the natural person(s) which exercise(s) control over at least 25% of the assets of a LP, entity or legal structure.

h. **Politically exposed persons** – means the natural persons who hold or have held important public office positions, direct members of their families, as well as persons known to the public as close to natural persons which hold important public office positions. The following persons are deemed persons which hold *important public office positions*:

a) heads of state, heads of government, members of parliament, European commissioners, government members, presidential advisors, state advisors, state secretaries;

b) members of constitutional courts, members of

the supreme courts of justice or other high courts rendering decisions which may only be challenged in extraordinary circumstances;

c) members of courts of accounts or the like, members of central banks management boards;

d) ambassadors, charges d'affaires, high ranking army officers;

e) managers of institutions and public authorities;

f) members of management boards and surveillance committees and persons holding management positions in *regies autonomes*, majority state owned trade companies and national companies.

Direct family members of the politically exposed persons are: the spouse, children, the latter's spouses; the parents.

Persons known to the public as *close to natural persons which hold important public office positions* are the natural persons which are notorious for:

a) holding together or having a significant influence over LP or entities or legal structures or having a close business relation with those natural persons which hold important public office positions;

b) holding or having a significant influence over a LP or entity or legal structure established to their benefit.

i. **ATM** – means a banking automatic machine used for different operations performed with cards such as cash withdrawal, payment of utilities bills, obtaining of financial information on account status etc.

j. **PIN** – means the personal identification code, having a strict and confidential nature, allocated by the Bank to each card to be used for performance of card operations in relation to POS and/or ATM.

k. **POS** – means the electronic terminal for electronic authorisation and processing of transactions operated with cards.

l. **CVV2/CVC2** – means the security code containing 3 digits, uniquely generated for each card, printed on the signature strip of the card.

m. **Holder** – means the PJ or PFA client, who according to the specific contract concluded with the Bank holds an

electronic payment instrument issued on his name or – in the case of electronic payment instruments with remote access – owns a user name/password/code or any other similar element which should allow the Bank to identify him.

n. **User** – means a natural person, employee of the Holder or any other person who is entitled to dispose of the Holder's accounts according to the articles of association and applicable legislation, appointed and acknowledged by the Holder to perform card operations on the latter's account.

o. **Card** – means the debit or credit card, denominated in RON or foreign currency, representing an electronic payment instrument used by the Holder and/or User to dispose of the money available on a current account opened with the Bank and/or the issuer's available money up to a pre-agreed limit.

p. **CIP – the Centre for payment incidents** – is a national centre which manages information on payment incidents in the public interest, including for the user's ends.

q. **COT** (cut off time) – means the point in time depending on which the receipt and processing of payment documents is performed in the same day or the next Business Day.

r. **ID** – means debit payment instruments (cheques, bills of exchange and promissory notes).

s. **PO** (payment order) – means any unconditional instruction given by the payor to its payment services provider whereby it requires the performance of a payment operation.

t. **TPO** (Treasury payment order) – means the payment instruction given by the payor to its provider of payment services whereby the payor requires the performance of a payment operation in relation to the State Treasury.

u. **OUR** – means an option for commissioning the foreign currency transactions whereby the commissions of all banks involved in the payment process are born by the party that ordered the payment. The commission „OUR guaranteed“ excludes the subsequent settlement of potential commissions, the payment commission being borne by the party ordering the payment once, upon performance of payment, with the exception of payments transiting the U.S.A.

v. **Clients' Representatives**-the persons who, according to Articles of Incorporation / statutory or of the meeting of the statutory bodies within the company are authorized to conclude and represent the Client. The Client's Representatives include but are not limited to the Account Attorneys-in-fact;

w. **SHA** – means an option for commissioning, whereby the commission for the bank of the party ordering the payment is born by that party and the commission for the bank of the beneficiary of the payment is born by the beneficiary, option of commissioning that applies in the following situations:

- a) payment transactions in Lei for which both the beneficiary's bank and the payer's bank are located within the roumanian borders;
- b) payment transactions that are in scope of the Payment Service Directive provisions, meaning the payment transactions for which both the payer's bank and the beneficiary's bank are located in the European Union (EU) / European Economic Area (EEA) membre states, and the currency of the payment is Euro or any other national currency of a EU / EEA membre state.

For any other situation different from the ones mentioned above, SHA means an option of commissioning whereby the commission for the bank of the party ordering the payment is born by that party and the commission for the bank of the beneficiary of the payment is born by the beneficiary and the possible commissions for the correspondent banks are born by the beneficiary.

x. **BEN** – means an option for commissioning the foreign currency operations whereby the commissions of all banks involved in the payment process are born by the beneficiary.

y. **working hours** – means the period of time during a given day when the Bank may process documents and perform operations according to the rules set for the system.

z. **token** – means the device that allows the Holder to identify itself and authorise transactions performed through electronic services relying on unique codes.

aa. **Financial Transaction** – represents any operation initiated based on the Contractual Documentation related to the provision by the Bank of the banking services regarding financial instruments, as such are identified and defined by Law no. 297/2004 regarding capital market, as subsequently amended or, as the case may be, by any other law and/or regulation that in future may amend, supplement or replace such definition.

ab. **Business Day** – means a day when the Bank and any other banks in Romania are open for business and interbank transactions entered into in Romania. In case such a reference is related to a date for performance of a payment denominated in a currency other than national currency, a Banking day means any day when the banks are open for business and foreign exchange transactions entered into in

Romania and in the main financial center for the currency in which the payment to be performed is denominated.

ac. **Convention** – means any contract, application form, request or other type of standard contractual document concluded in written form between the Bank and the Customer, having as object a banking product or service.

ad. **Direct Debit (DD)** - modality for the payment of an amount of money agreed upon by the payer and the beneficiary, consisting of the pre-authorized debiting of the payer's current account by the paying entity on the basis of the Direct Debit Mandate provisions, upon the beneficiary's request, and the appropriate crediting of the beneficiary's current account by the collecting entity on the basis of the Direct Debit commitment, which payment modality does not require the prior authorization by the payer for every Direct Debit Instruction given on his/ her current account.

ae. **Direct Debit Mandate (DDM)** - document by means of which a payer grants permanent, but revocable, authorization to the beneficiary in order to issue Direct Debit Instructions on his/her current account opened with the paying entity, and to the paying entity right to debit his/ her current account with the amount stipulated in the Direct Debit Instructions issued by the beneficiary.

af. **Direct Debit Instruction (DDI)** - instruction of payment by Direct Debit, issued by a beneficiary and performed on a payer's current account, opened with a paying entity.

ag. **Performance of a Direct Debit Instruction** - procedure in which the paying entity applies the Direct Debit Mandate given by the payer, accepting the execution of the Direct Debit Instruction by debiting the payer's current account and the acceptance of inter-bank settlement, in accordance with the provisions from the system regulations of the automated clearing house.

ah. **Date of completion** - banking day (d) on which the amount stipulated within the Direct Debit Instruction is credited to the beneficiary's current account by the collecting entity.

ai. **CORE Direct Debit Scheme** – Direct Debit scheme available for both individuals and legal entities clients.

aj. **Business to Business Direct Debit Scheme (B2B)** - Direct Debit scheme available only for legal entities clients.

ak. **BIC** – identification code of banks in the SWIFT system (Society for Worldwide Interbank Financial Telecommunication).

2. In GBTC, words imparting the singular include the plural and vice-versa. The terms used in the Contractual Documentation that are not defined in that documentation will have the meaning of the term defined in this GBTC.

3. For the purpose of the present GBTC, the provisions regarding the processing of personal data mentioned herein will apply directly to the Account attorneys-in-fact/ Users, Client's representatives, associations or direct and indirect Client's stockholders, ultimate beneficial owner, as well as to any natural person involved in the company activity, of whom personal data is transmitted by the Client to the Bank through requested documents on the business relationship or during the execution of this (as example, but not limited to these: Articles of Incorporation/Statutes, Trade Register excerpt, power-of-attorney, delegations), as if those persons had signed them on their own account.

4. By signing these GBTC, the Client expressly confirms that it is empowered by the natural persons of whom personal data is transmitted accordingly to the above stipulations for disclosing the information to the Bank within the scope of data processing and also transfer abroad for the purposes stipulated in the actual GBTC. This confirmation is valid and it is considered to be assigned by the Client for each and every personal data transfer executed by the Bank during the whole period of the performance of business relationship between Client and Bank. Therewith, the Client understands and accepts the processing of personal data by the Bank include, but are not limited to personal data received by the Bank from registers or documents which are publicly available.

C. Scope

1. The contractual relationship between the Bank and a new Customer under these TGCA will become effective upon signing the GBTC by the Customer. The GBTC shall continue to apply to the contractual relationship between the Bank and the Customer remains into force until the closing of all the Customer's accounts and the termination of all specific Conventions entered into with the Customer. GBTC shall also be available to the Customers in the Banking Units.

2. The Bank is entitled to amend the GBTC. The Customer is informed about any amendment of the GBTC by posting such amendment in the Banking Units and/or on the Bank's website (www.bcr.ro) with at least 30 calendar days before the proposed date for entry into force thereof.

2. Opening, performance of transactions and closing of accounts

3. Before entry into force of the amendment mentioned under point 2 above, the Customer may notify the Bank by registered mail with return receipt or by delivery to the Banking Unit managing the Customer with regard to the rejection of GBTC and termination of the Contractual Documentation. The new terms and conditions will be deemed to be tacitly accepted by the Customer if the Customer does not send such a notification before the entry into force of the GBTC.

4. The amendment or termination of a specific Convention entered into by the Bank and the Customer is made in accordance with the provisions of such Convention and does not affect the validity of the other specific contracts or GBTC.

5. Any derogation from the application of the Contractual Documents to the Customer must be expressly agreed to in writing by the Bank and the Customer.

A. General provisions

1. The Bank is entitled and has the obligation to verify the identity of the Customer and of the real beneficiary before establishing a business relationship or performance of transactions, in accordance with the applicable legal provisions.

The Bank needs to retrieve at least the following Customer identification information from the documents required from the Customers upon initiation of a business relationship:

- a) name;
- b) legal form;
- c) registered headquarters and, if applicable, the place of its central management and direction of its registered activities, including the country of residence;
- d) correspondence address, if it is different from the registered headquarters;
- e) phone and fax number, electronic mail address;
- f) type and nature of the activities carried out;
- g) identity of the persons who, in accordance with the articles of association and/or decisions of corporate bodies, are entitled to manage and represent the entity, as well as their representation powers;
- h) shareholding structure up to the identity of the real beneficiary or information on the group of persons who are the real beneficiary;

- i) identity of the person (standard identification) who acts on behalf of the Customer, as well as information to verify that such person is authorised/empowered in this respect.
- j) country of fiscal residence.

As concerns the Account attorneys-in-fact/real beneficiary, the Bank may ask the Customer to specify the:

- a) first name and last name and, if applicable, the pseudonym, as set out in a legal document;
- b) the registered address and the correspondence address (if it is different from the registered address), and if applicable, the residence, as set out in the identity document;
- c) country of residence;
- d) date and place of birth;
- e) personal identification number (CNP) or, as the case may be, another unique identification element mentioned in an official valid identity document (in the case of non-resident natural persons);
- f) type, series and number of ID or reference number (if applicable), issue date, expiration date and authority issuing the identity document;
- g) telephone, fax, electronic mail address, as applicable;
- h) citizenship;
- i) occupation, name/employer's name or the nature of own activity;
- j) important public office position held (Politically exposed person), as applicable.

2. In case the Customer does not provide the Bank with the requested information in accordance with 'know your customer' rules, prevention of money laundering and/or financing of terrorist activities legislation or if the information provided by the Customer to the Bank is not accurate, the Bank will not perform the transaction requested by the Customer, will not initiate the business relationship and/or will terminate the business relationship with the Customer, as appropriate.

3. If the Bank receives requests for reimbursement of funds that have credited the Bank's Customer's accounts due to fraud detected and / or confirmed by the Single Euro Payments Area (SEPA or Single Euro Payments Area), the Bank will be entitled to debit the Customer's accounts immediately, without prior notice thereof. Also, the Bank can take the following measures related to any account,

without the Client's consent other than the one expressed by signing the present document, required in any other circumstance stipulated by the applicable regulation including taking any other action considered adequate in order to ensure the fulfilment of its obligations concerning the preventing and combating fraud, money laundering, terrorist financing, giving/taking bribery, corruption, tax evasion, and those regarding services provided to persons who may be subject to economic sanctions when the Bank has suspected fraud or suspicions about the purpose or nature of the transaction. These measures, without limiting to, can include current account blocking, returning to the ordering party of the funds credited in the Client's account as a result of a fraud, investigating and interception of payments instructed from or towards the Client's account, investigating the source of funds and the beneficiary, investigating in order to determine whether a particular person is subject to sanctions. The Bank will not be held liable for such operations, being considered irrevocably mandated in this respect and will not compensate the Customer for any damages (including interests not accrued to the amounts so charged) that can result from debiting the Customer's accounts in the circumstances specified in this paragraph.

4. Upon the Customer's express request the Bank may open current accounts and other types of accounts. The accounts are opened by the Bank in accordance with internal regulations, based on the Bank's standard forms filled in and signed by the Customer, accompanied by the documents requested by the Bank.

In case the Customer is rolling funds with special destination (set out by law and that the Customer may not dispose of) or funds representing non-refundable loans or financing received from international institutions or organisations for the carrying out of programs or projects, the Customer is under an obligation to require the opening of special accounts by presenting the documentation stating the special destination of funds; in the contrary, these funds may be subjected to any enforcement measures initiated by the Customer's creditors and the Bank does not bear any liability in this respect.

5. Upon the Customer's request and in compliance with the Bank's norms and procedures, various products and services may be attached to any current account.

B. Personal data protection

1. The customer representative, Account attorneys-in-fact/Users, ANP, associations or direct and indirect Client's stockholders, ultimate beneficial owner, as well as to any natural person involved in the company activity, of whom personal data is transmitted by the Client to the Bank through requested documents during the business relationship initiation or during the execution of this relation (hereinafter referred to as "Data subjects" as below mentioned) expressly authorise the Bank to process their personal data and to transfer abroad in accordance with Law 677/2001 on data protection, processing of personal data and free movement of such data.

2. The Bank, as data controller, processes personal data directly or by representatives who can be among the indicated persons of "data addressees" on point 8 from below in accordance with Law 677/2001 on data protection, processing of personal data and free movement of such data. The processing is set out in the register for personal data evidence under no. **3772 - 3776**.

3. The Bank will not process personal data unless this is necessary for the fulfilment of the below mentioned purposes, in compliance with all the data security and confidentiality measures.

4. The purpose of personal data processing may be: performing the Contract, advertising, marketing and publicity, statistics, financial and banking services, credit reporting, debt collection/recovery of receivables, within the purpose of the Bank related to banking supervision over Bank's activity and intra-group reporting and/or to Supervision authorities, for the purpose of complying with the local and European prudential requirements legislation applicable to credit institutions and also for the portfolio management and risk management (including but not limited to identifying of group of connected clients within the level of parent –company of the Bank) insurance and reinsurance, fraud prevention, electronic communication services, designing, developing, testing, disposing new IT systems, IT services (including database storage in the country and abroad).

5. **Concerned persons are:** natural persons in connection with Customers of the Bank (either former, existing or potential), as it follows representatives of the Customer,

Account attorneys-in-fact / Users, ANP, associations or direct and indirect Client's stockholders, ultimate beneficial owner, as well as to any natural person involved within the company activity, of whom personal data is transmitted by the Client to the Bank through requested documents on the business relationship initiation or during the performance of this relation, consumers or potential consumers, debtors, contracting parties, family members of such persons, guarantors.

6. Personal data means any information on a natural person, identified or identifiable, namely: first name and last name, first name and last name of family members, sex, data and place of birth, citizenship, signature, data from the civil status documents, pension file number, telephone/fax, registered address/residence, e-mail, profession, work place, professional training – diplomas – studies, marital situation, economic and financial situation, data on owned assets, banking data, image, card no., card expiry date, IBAN code, personal numeric code, series and number of the identification document, data on its state of health, information necessary for the carrying out of the permitted activities of credit institutions, as per Government Emergency Ordinance no. 99/2006 on credit institutions and capital adequacy.

The Customers are under an obligation to provide these documents which are required for the supply of banking services. The refusal to provide such data renders the supply of banking services impossible.

7. Processing of personal data means any operation or set of operations which is performed upon personal data of the data subjects whether or not by automatic means, such as: collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

8. Data addressees may be: the person concerned, its legal representatives, the Bank's representatives, other natural or legal persons which process personal data on behalf of the Bank (except for attorneys-in-fact such as lawyers, consultants, accountants or auditors), Bank's counterparties, entities within the BCR Group, of the entities of BCR Group, courts of law and magistrates, central public administration bodies, local public administration, police, providers of services and goods, banks, credit offices, debt

collection/recovery of receivables companies, insurance and reinsurance companies, professional organisations, market surveillance organisations.

In case of cross-border transfers performed via SWIFT (Society for Worldwide Interbank Financial Telecommunication), the personal data set out in the transfer documents may be accessed by US authorities (US Treasury Dept.), in order to apply national legislation regarding money laundering prevention and war on terrorism.

9. Estimated time for conclusion of processing operations. Subsequent data destination:

In order to reach the goals set out herein, the Bank will process personal data throughout its operation until the moment when the data subjects, the Account attorneys-in-fact/Users or ANPs express dissent.

Subsequent to the conclusion of the data processing operations for the purposes they have been collected for, in case the data subjects, the Account attorneys-in-fact/Users or ANPs do not express their dissent according the applicable law, such data shall be archived by the Bank for the time period prescribed by law (in particular the laws regarding the National Archives) or shall be destroyed.

10. Cross-border data transfer. Requirements for the transfer:

Data transfers may be performed within and outside the country/EU and EEA, pursuant to the above mentioned purposes or with the purpose of the performance of an agreement concluded by the concerned person or in relation to the conclusion of an agreement or for the performance of an agreement already concluded or to be concluded for the benefit of the person concerned, between the controller and a third party provided that the country of destination ensures an adequate level of protection or offering by data controller sufficient guaranties regarding the protection of fundamental rights of data subjects, in case the country of destination does not ensure an adequate level of protection.

11. The rights of the data subjects, Account attorneys-in-fact/Users or ANPs, in accordance with the provisions of Law 677/2001 are the following: the right to access the data, information right the right to rectify the data, the right of not being subject to an individual decision, the right to object and the right to address a court of law.

In case the data subjects, Account attorneys-in-fact/Users or ANPs do not agree with the processing of their personal data to third parties for marketing purposes or with the transfer of their personal data to third parties, they are

entitled to object by written, signed and dated notification, addressed to the manager of the Banking Unit where the account is opened, submitted in person or by registered mail sent to such Banking Unit.

C. Opening of account. Account attorneys-in-fact

1. The applications for account opening as well as all documents addressed to the Bank must be signed by the Account attorneys-in-fact empowered to do so by power of attorney received from the Customer.
2. Upon opening of the accounts, the Bank requires the Customer specimen signatures and documents attesting the attorneys-in-fact as being Account attorneys-in-fact, as well as any documents necessary for the identification of the Customer and the Account attorneys-in-fact.
3. The appointment of a person to represent the Customer in relation to the Bank remains effective for the entire duration of the Convention until receipt by the Bank of a written notification on the revocation, termination (from any reasons, including by the expiry of the mandate or otherwise) or amendment thereof. The Bank is entitled to require any documents it considers necessary in relation to such amendments. The Bank is entitled (without being obligated to do so) to require the Customer at any moment to confirm or renew the mandates given by the Customer in connection with the accounts opened with the Bank.
4. The Customer is liable to the Bank for any loss incurred by it as a result of the failure to inform the Bank about the termination of the mandate in accordance with the Bank's internal norms of any restriction or limitation applicable to the Account attorney-in-fact.
5. In case there is a dispute or a conflictual situation of any nature which in the Bank's opinion may prevent the identification of the Account attorney-in-fact, the limit of its powers or the revocation or its termination, the Bank is entitled to block the Account attorney/s-in-fact/User/'s access to the Customer's account until the resolution of the dispute evidenced by production of documents satisfactory to the Bank (for instance, final and irrevocable court decisions, ascertaining certificate or excerpt from the Trade Register or any other documents issued by a competent authority etc.).

D. Operation and performance of transactions with the accounts

1. Any operation (for instance, payments made or received, cash deposits and withdrawals, intra and interbank transfers etc) ordered by the Customer is performed through the current account except where the specific Conventions entered into with the Customer provide differently and such prevails over these GBTC, in compliance with the provisions referring to prevalence of contractual provisions contained in these GBTC.

2. The Bank will only accept for purposes of processing the documents/instruments presented to the Bank by the Customer or by the Account attorney-in-fact or submitted to the Bank by the electronic means accepted by the Bank.

3. The documents presented to the Bank must bear in any event the signatures of the Account attorneys-in-fact, fully compliant with the signature specimens kept by the Bank.

In carrying out the Customer's instructions, the Bank shall rely on the conformity, correctness and authenticity of the signatures inscribed on the instructions sent by any means to the Bank and shall not be in any case liable for any consequences which may arise as a result of fraudulent or abusive use of such signatures.

4. The Bank carries out the assessment of the authenticity of the instructions issued by the Customer based on the following procedure:

- a) for the paper based instructions: by plain comparison of the signatures inscribed on the instruction with those inscribed on the signature specimen submitted with the Bank and based on the Customer's identification data.
- b) for instructions issued by the Customer in electronic format: by use of the authentication means with respect to the users, the rights to use the account and the signature rights thereof.

5. When using the card, the entering of the PIN code by the User or the signing of the POS receipt constitutes the Holder's/User's irrevocable consent to perform the transaction by card. In case of transactions which are not performed by card (internet, telephone etc.), the Holder/User may be required by the commercial agent to deliver certain codes (for instance CVV2/CVC2). For this type

of transactions the entering of the PIN code shall not be required. The Bank will automatically debit the current account of the Customer with the amount of the transactions performed by card (online and/or offline transactions).

6. In case the amounts transferred to the Customer's account, if the beneficiary account mentioned within the payment message is denominated in other currency than the one of the transferred amount, then the Bank may, at its own choice, without any notification or without obtaining any confirmation / refusal of any kind from the Client, to execute the incoming payment by crediting the beneficiary account with the equivalent in the account's currency of the amount transferred, or to refuse the transaction execution.

In case the amounts transferred from the Customer's account, if the payer account mentioned within the payment message is denominated in other currency than the one of the transferred amount, then the Bank may, at its own choice, without any notification or without obtaining any confirmation/refusal of any kind from the Client, to execute the outgoing payment by debiting the payer account with the equivalent in the account's currency of the amount to be transferred, or to refuse the transaction execution.

In all cases, the foreign exchange conversion will be executed using the Bank's foreign exchange rate valid at the moment the amount is credited or debited.

In case an outgoing or incoming payment that was executed by the Bank through a foreign exchange conversion as previously described, is reversed regardless the reason (e.g. the payment order was rejected by the beneficiary's bank, the payment order was revoked by the payer based on the beneficiary's acceptance etc.), the Bank will execute the reversal transaction at the new foreign exchange rate applied by the Bank, valid at the moment the conversion is executed. The Bank is not liable for any losses triggered by the differences and fluctuations in foreign exchange rates between the moment the initial outgoing or incoming payment transaction was executed and the moment when the reversal transaction is executed, any such losses being fully supported by the Customer.

7. The Bank shall not be liable towards the Customer for any erroneous instructions given by the Customer with respect to the amounts on the account. In case of erroneous instructions which have resulted into withdrawal or transfer of the amounts from the account, the Bank shall seek to

recover such amounts, without being in any way obliged to the Customer to do so.

In case of an erroneous transfer by the Bank to the Customer of certain amounts to which the latter is not entitled, the Bank shall reverse the transfer of such amounts, taking also into account the impact of such amounts on interest, by proceeding to the recalculation and regularisation of the interest to which the Customer is not entitled starting with the date on which such amounts have been calculated.

8. The Customer may not revoke a payment instruction after such instruction was received by the Bank, save the payment instructions with respect to which the Customer and the Bank have agreed to be settled in a specific day or at the end of a specific period or on the day the Customer delivers the necessary funds at the Bank's disposal.

9. Any request by the Customer to perform a foreign exchange and/or a Financial Transaction, by signing a foreign exchange order, any other type of order or document or by entering into a specific Convention, confirmed through a recorded telephone conversation, on the electronic platform or by using any other modality agreed with the Bank, settled immediately or at another currency date, is deemed irrevocable. All costs generated by variations of foreign exchange and/or quotations shall be borne by the Customer. Similarly, in case of failure to comply with the order as placed as well as in case the Customer modifies the order delivered to the Bank, all consequences, including without limitation, additional costs incurred by the Bank, shall be completely borne by the Customer.

10. In case the Customer requests withdrawal from the account of certain amounts denominated in foreign currency, the Bank shall release the amounts of foreign currency equal to the lei equivalent thereof, at the exchange rate posted by the Bank as applicable on the payment date.

11. Transactions which may be performed via the current account include but are not limited to:

- a) cash collection and transfer transactions at the Banking Units within the working hours;
- b) cash payment transactions at the Banking Units within the working hours;

For the cash release in RON and foreign currency above a certain limit set by the Bank, according to the specifications included in the List of Bank Tariffs and Fees, it is necessary to make a prior appointment at the banking unit cashier desk, from where the cash

withdrawal is requested. The unscheduled withdrawals can be made solely with the Bank's consent.

If the Customer omits to notify the Bank in advance with respect to its intended cash withdrawals and the Bank does not hold sufficient available funds in such currency, the Bank may, upon Customer's request, release the amount requested in another currency or in lei.

In case the Customer fails to withdraw the cash amount on the day scheduled for such cash withdrawal, the Bank's obligation to keep the respective cash amount to the benefit of the Customer shall cease.

- c) banking transfer transactions at the Banking Units or electronically.

12. The Customer agrees that the Bank's signature and stamp inscribed on the payment order in the "received" section shall be interpreted as a confirmation of receipt thereof for the purpose of processing and shall not be deemed as an acceptance of payment. Receipt of a paper based payment order shall be made in the Customer's presence and constitute the procedure by which the Bank acknowledges the receipt of the payment order for the purpose of conformity assessment, acceptance and performance thereof.

The Bank shall deem an (interbank) payment order accepted and performed when the payment order is reflected in the account statement of the correspondent bank.

The Bank shall deem an (intrabank) payment order accepted and performed when the account specified by the paying Customer in the payment order is debited with the respective amount.

13. In order to process a payment, the Client, as the ordering party, has to provide to the Bank the following mandatory information:

- a) in case of domestic payments in Lei:
 - payer: name, IBAN account
 - beneficiary: name, IBAN account
 - amount to be paid
 - due date

In addition to the information mentioned above, in case of payments initiated towards the State Treasury, the Client,

as ordering party has to provide the following mandatory information:

- fiscal identification code of the payer and beneficiary
- payment registration number (if case)
- payment order number
- reference concerning the economic content of the payment transaction

- b) in case of foreign currency payments, including domestic payments and crossborder payments in Lei:

- payer: name, address (street, town, country), IBAN account
- beneficiary: name, address (street, town, country), IBAN account (in case of countries using IBAN accounts) / account number (in case of countries not using IBAN accounts)
- beneficiary's bank: name, address, BIC code
- statistical information for NBR, according to the legal provisions
- due date
- amount
- currency of the payment transaction
- commissioning option

During the processing of the payment, the Bank will apply the following general rules:

- a) In case there are discrepancies between the beneficiary's BIC bank on one side and the name and/or beneficiary bank's address on the other, the Bank will use in the processing flow the BIC provided by the Client, without notifying the Client, as ordering party, or asking for a confirmation / refusal of any sort;
- b) In case of payments in Euro for which the beneficiary's bank is located in an European Union (EU)/ European Economic Area (EEA) membre state, the Client, as the ordering party can choose not to provide the beneficiary's bank BIC, in which case

the Bank will extract the BIC from the IBAN of the beneficiary account. If the Client, as ordering party, chooses to provide the beneficiary's bank BIC, the Bank will use the BIC provided by the Client in the processing flow, regardless if it is different from the BIC extracted by the Bank from the IBAN code of the beneficiary account, without notifying the Client, as ordering party, or asking for a confirmation / refusal of any sort,

- c) The BEN commissioning type is not used, regardless of the payment transaction type. If the Client, as ordering party, indicates specifically BEN commissioning type, regardless of the payment transaction type, the Bank is specifically and irrevocably authorised by the Client to execute the payment transaction by using the SHA commissioning type, without notifying the Client, or asking for a confirmation / refusal of any sort.
- d) In case of payment transactions in Euro or any other national currency of a European Union (EU)/European Economic Area (EEA) membre state, for which the beneficiary bank is located in a membre state of the European Union (EU)/European Economic Area (EEA), the Client, as ordering party has to indicate only SHA commissioning type,
- e) Without prejudice to the application of the rule referred to letter d) above, if the Client, as ordering party, indicates OUR as commissioning type for a payment transaction in any national currency (other than Euro) of an European Union (EU)/European Economic Area (EEA) membre state for which the beneficiary bank is located in an European Union (EU)/European Economic Area (EEA) membre state, the Bank will process the payment transaction with OUR commissioning type specifically indicated by the Client, thus understanding that the Client will bear the OUR guaranteed fee and understanding that the Client is fully responsible for any and all consequences of using the OUR commissioning type;
- f) If the Client, as ordering party, specifically indicated the OUR commissioning type for a payment transaction in Euro for which the beneficiary's bank is located in an European Union (EU)/European

Economic Area (EEA) membre state, the Bank is specifically and irrevocably authorised by the Client through the GBTC to process the payment transaction by automatically using SHA commissioning type without notifying the Client, or asking for a confirmation / refusal of any sort;

- g) In case the Client, as ordering party does not indicate specifically a commissioning type, regardless of the payment transaction type, the Bank is expressly authorized by the Client through the GBTC to process the payment transaction with SHA commissioning type without notifying the Client, or asking for a confirmation / refusal of any sort.

The Bank shall process the payment orders in foreign currency by applying the OUR and SHA types of commission. The BEN type of commission is no longer in use. The processing of onflowing forms or of the instructions sent by electronic means which refer to the commissioning option BEN shall be changed by the Bank into SHA type commissioning.

14. In case of payments in foreign currency, the amounts ordered shall be transferred in full and shall not be decreased by the value of the commission charged by the Bank.

15. If the originator/beneficiary of a payment/collection may not be clearly identified, the beneficiary/originator shall be required to present the Bank with all identification data which is necessary for the processing of the transaction.

16. For payments in foreign currency, the funds shall be debited from the account of the paying customer on the date of receipt subject to COT limitations.

17. If a PO is received in a day which is not a Business Day, such PO shall be deemed to be received in the following Business Day. The Bank may establish a schedule, past which the PO shall be deemed to be received in the following Business Day.

18. In its capacity as the beneficiary's bank, the Bank shall credit the Customer's account on the day when the Bank's account has been credited or on the next Business Day with the currency date on which the Bank's account was credited.

19. The Bank executes the payment orders in lei in accordance with the terms set out in NBR regulation in

force, respectively on the date of its receipt or at the latest on the second Business Day, in accordance with the list of processing deadlines established by the Bank for each type of transaction.

20. The Customer shall present the documents for any proceeds collection in compliance with the applicable terms and flows, after having been ensured itself that its right of recourse shall not be affected.

21. The preparation by the Customer of the bordereau for the payment instruments is mandatory in case of debit payment instruments.

22. The Bank may perform remote transactions depending on the characteristics of each product offered to the Customer.

23. The Bank's liability to the Customer is limited to the damages caused as a result of a breach of the GBTC by wilful misconduct or gross negligence. None of the provision set out in this document shall be interpreted in a sense which contravenes this rule.

24. With respect to any payments made abroad, the Bank shall diligently select the correspondent bank, in accordance with the international practice.

25. The Bank is exonerated from any liability, if the instructions sent to the other banks are not fulfilled, even if the Bank had the initiative in selecting the correspondent bank.

26. Unless it has received written instructions to the contrary, the Bank may, at its discretion and in accordance with the banking practice, send, at the Customer's risk, the valuable items, secured or unsecured documents, by registered mail or by post, bearing the minimum value stated.

27. The bank shall enforce the payment instructions presented directly by the Client or through the payment beneficiary, solely if the Client's current account available balance is enough to enforce the respective instructions and the payment of the fees pertaining to it, as mentioned in the List of Bank Tariffs and Fees charged to legal bodies. In the case of the payment instructions which can be partially enforced and the account balance is insufficient for the full enforcement of the instruction and the payment of the pertaining fees, then the Bank will charge, with priority, the pertaining fees, the amount thus resulted being used for enforcing the respective instruction.

The Bank charges fees for the refusal of enforcing such instructions according to the List of Bank Tariffs and Fees charged to legal bodies. In case the Client's current account balance is not sufficient for charging the countervalue of these fees, the Bank may book the respective amounts as overdue, their recovery being performed as per the provisions of Chapter III, Section C, Provision 11.

E. Evidence of transactions and statements of account

1. Upon the Customer's request the Bank will issue statements of account. Upon the Customer's, the Bank may issue duplicate statements of account. The issuance of statement of accounts and of duplicates thereof at the Customer's request is subject to payment of a commission in accordance with the List of Bank Tariffs and Fees.

2. Statements of account set out information on the date of registration for the operations, type and value of the operations, the accepting trading entity or ATM where a card transaction was carried out (if applicable), interest and related commissions, operations effected on the account, the party benefiting and the party ordering the operations performed, etc.

3. The statements will be issued by the Bank in accordance with the Customer's instructions set out at the account opening.

F. Closing of accounts

1. The Customer may apply for the closing of the account by written request signed by its legal representative or by the Account attorney-in-fact, as set out in the power of attorney granted. Upon closing of the account the Customer is under an obligation to clarify the situation of the products and services attached to the respective account.

2. The closing of the account upon Customer's request will only be performed after payment of all amounts due by the Customer to the Bank.

3. Upon closing of the account, the Customer returns the cheque books/sheets, including the cards provided by the Bank. As of closing of the account these documents become

void, being deemed either null or inexistent. The Bank is under no obligation to settle cheques or other negotiable instruments after closing of the account.

4. The Customer may not request the closing of the account in case its access to the account has been restricted according to the law.

5. The Bank reserves the right to close any current account of the Customer and, as applicable, to terminate the GBTC in any of the following situations:

A. automatically, with no notification or prior formality:

- a) in case the following prerequisites are met cumulatively:
 - (i) the balance of the account is equal to or lower than EUR 15 (or an equivalent amount calculated in the currency of the account);
 - (ii) no operations have been performed over the current account for 6 months, except for those related to the computation of interest and commissions;
 - (iii) there are no active products attached to the respective current account.
- b) breach of the applicable legal provisions;
- c) in case that upon consultation of the RECOM data base by the Bank, the Customer appears to be deleted from the trade register and
 - (i) the Client did not notify the Bank about the decision on deletion and the fact that it has not been appealed within the term set out by law or
 - (ii) although the Client challenged the decision on deletion, it has been maintained after the appeal;
- d) other cases set out by law;
- e) occurrence of any major payment incidents with checks, promissory notes or bills of exchange;
- f) if, in the opinion of the Bank, the Customer entails a reputational risk.

Without prejudice to paragraph 5, point A, the Bank, at its discretion, may consider to send notification on the closure

of any current account from Banks initiative, according to the cases mentioned above.

B. after prior notification sent 15 days prior to the date of the actual closing of the account:

- a) delays or refusal to present the Bank with the documents required or the amendments to such documents;
- b) failure to present the documents justifying the requested operations;
- c) failure to fully comply with the contractual obligations undertaken towards the Bank, if such events are not already included in let. A) above.

6. Until actual closing of the account, the Customer will settle the amounts on the respective account by either transferring the amounts to a different account or by withdrawal in cash. In case the Customer does not chose one of these two options until the actual closing of the account, then the balance of such account shall be registered with the Bank's books under various creditors account, separately for each currency, with no interest accruing in relation therewith without affecting the Client's right to request such amounts within the applicable statutes of limitation. After expiration of limitation from the date of closing the current account, according to the Civil Code, the Bank can reclassify the amounts above mentioned as income of the Bank.

7. After closing of the current account, the card issued for the closed current account may no longer be used and will be blocked by the Bank.

G. Deposits

1. Term deposits will be opened by the Bank upon the Customer's request in accordance with the information in the specific documentation regarding the deposits opening filled in by the Customer.

2. Term deposit operations will only be carried out through the Customer's current account. The deposit will be denominated in the currency of the amount deposited therein.

3. In case the Customer has opted for rolling over the deposit the Bank automatically extends the term of the deposit upon

maturity for a term equal to the term for which the deposit was initially created. The automatic roll over procedure is understood to be the creation of a new term deposit. Upon roll over of the term deposit the applicable interest rate is the interest rate offered by the Bank on that day.

4. The Bank applies interest for term deposits in accordance with the product required. Compounding of interest for term deposits is performed, as the case may be, in accordance with the characteristics of the product offered to the Customer.

5. Upon withdrawal of the amounts under the term deposit, prior to the maturity of such deposit the Bank applies interest to the amounts available on demand for the time period starting with the creation of the deposit until the termination of the term deposit. Any differences between the amount of paid interest and the amount of interest to

which the Customer is effectively entitled shall be recovered by the Bank from the amount available under the term deposit or from the current account/sub-account, as applicable. Any withdrawals from the term deposit account shall trigger the closing thereof.

6. The minimum amounts required for the creation of the term deposit are posted by the Bank at its territorial units in a visible place.

8. The Romanian Commercial Bank is a participant in the Romanian Deposit Guarantee Fund and is included in the list of credit institutions which attend the Romanian Deposit Guarantee Fund, whose depositors benefit from the securing of the deposits established, through the payment of compensations, within the ceiling regularly set by the Fund. This list can be directly consulted on the Romanian Deposit Guarantee Fund's website, www.fgdb.ro.

3. Rights and obligations of the parties

A. Customer's rights

1. To receive the interest accrued with respect to the money available on the account, as determined in accordance with the Bank's regulations.
2. To credit the account via cash depositing with the Bank's units or via bank transfers from other accounts, opened with the Bank or with other banks.
3. To carry out transactions with the amounts available in the account, in accordance with the GBTC, the Conventions and the applicable legislation.
4. To request the closing of the account only after the payment of all amounts due to the Bank.
5. To receive from the Bank the statement of account evidencing the transactions carried out, in accordance with the terms set out in Chapter II.E.
6. To request access to products and/or services which may be attached to the account, in accordance with the terms set out by the Bank.
7. To file complaints in connection to transactions performed via bank cards; such complaints shall be submitted in writing to any Banking Units within the working hours.

Any complaints related to the use of bank cards which are submitted with the Bank shall be analysed and investigated by the Bank's functional entities entitled thereto. The final outcome of the investigations shall be communicated to the Holder (by telephone, by mail etc. – by any means which enable the Bank to produce evidence of delivery), any related costs being incumbent on the Holder, unless the complaint proves to be grounded, in which case such costs shall be borne by the Bank.

8. With regard to Direct Debit operations, to request the refund of an payment operation sent through the beneficiary within 8 weeks from the date the amount was debited from the current account of the payer. As an exception to the above, the Client understands and expressly accepts that such refund requests are not allowed for payment operations carried out under Business to Business Direct Debit Scheme. The requests for refund of an authorised payment operation received after the 8 (eight) weeks period will be solved directly and exclusively by the beneficiary and the respective payer in accordance with the legal provisions established between them, without the involvement of the Bank and the provisions concerning the refund previously mentioned will not apply.

9. With regard to Direct Debit operations, to request the refund of an unauthorised payment operation sent through the beneficiary within 13 months from the date the amount was debited from the current account of the payer.

B. Customer's obligations

1. Be acquainted with and observe these GBTC, the terms of performing transactions in accounts, as well as the provisions of any other specific Conventions concluded with the Bank.
2. To operate the account by using the Bank's standards forms as well as the payment order form for the State's Treasury (TPO). Such standard forms shall be accurately filled in and shall evidence real transactions, the Customer being solely liable for any statements included therein.
3. To provide the Bank, upon request, with accurate data and documents necessary for an account opening (including the identification data of the Customer, its legal status, Account attorneys-in-fact as well as to all of natural persons whom data is included in the documents etc.) as well as for the purpose of carrying out transactions on the account as instructed by the Customer (including the identification data of the Customer, its legal status, Account attorneys-in-fact etc.) and shall deliver to the Bank all documents necessary for the identification of the Customer, including but not limited to the identification of the natural person/persons qualified as the ultimate beneficial owner (term which shall have the meaning prescribed by the applicable legislation) or any other such documents requested by the Bank. In order to benefit from the products and services offered by the Bank, the Customer undertakes to submit the Certificate of the signatures specimen of the Account attorneys-in-fact.
4. To notify the Bank in case of occurrence of any event which triggers changes in the legal status of the Customer, as compared to that initially stated, or in case of any changes in the data and information delivered to the Bank and to submit with the Bank any documents evidencing such changes (including but not limited to: the identification data of the Customer and/or of the Account attorneys-in-fact/User, legal status, revocation of power of attorney for account operation, data/information related to the ultimate beneficial owner, data/information related to the natural and legal persons within the company etc) and to replace accordingly the documents initially submitted within 5 Business Days from the occurrence of the respective change. Until the receipt by the Bank of such changes from the Customer, including the evidence of registration

thereof, the Bank shall be entitled to consider as valid the identification data and information in its possession at that time. The Bank shall not be liable for any potential damages caused as a result of failure to notify in a timely and secure manner the changes/amendments occurred or in case such information has been notified by Customer to the Bank without being accompanied by the underlying documents.

5. To observe the Bank's working hours schedule posted at the Banking Units.

6. To periodically check information with respect to any changes occurring with respect to the level of commissions, fees and interests, which will be posted at the Banking Units.

7. To timely pay the banking commissions, fees and interests related to the transactions performed and products owned, in accordance with the List of Bank Tariffs and Fees and List of interest rates applicable on the date of performance, which are posted at the Banking Units.

8. Upon depositing of cash at the Bank's cash desk, the Customer shall await until the cash desk finalises the cash verification process. If the Customer fails to comply with this obligation and certain inconsistencies occur, the Customer undertakes to acknowledge the amount determined as a result of the verification process carried out by the cash desk of the relevant Banking Unit.

Any forged bills or coins presented to the Bank's offices shall be retained based on a protocol and afterwards handed over to the competent criminal investigation bodies.

9. To perform transactions on the account, in accordance with the applicable legal provisions.

10. To perform transactions taking also into account the value of the applicable commissions and fees related to the management of the accounts and to the nature of the performed transactions.

11. To perform cash withdrawals from the current account without exceeding the limit imposed by the applicable regulations.

12. To perform foreign currency transactions, in compliance with the applicable Foreign Exchange Regulation.

13. To deliver all data/to fill in all mandatory sections of the Bank's forms corresponding to the requested banking transactions.

14. To inform itself on the status of the account by any means made available by the Bank, including by means of examining the statement of account.

15. To use the debit payment instruments in compliance with the legislation in force. Customers requests with respect to any payment instrument being lost, stolen, destroyed will be accepted by the Bank only based on a enforceable court decision.

16. To bear any loss incurred as a result of any unauthorised payment transactions (by use of any lost or stolen payment instrument or as a result of inappropriate maintenance of the personalised security elements) or as a result of any unlawful use of a payment instrument prior to the notification of loss, theft, unlawful or unauthorised use of that respective payment instrument.

17. To indemnify the Bank against any damage, loss or expenditure borne by the Bank, which is incurred as a result of a breach by the Customer of the GBTC, including against any damages, loss or expenditure borne by the Bank as a result of determining the financial responsibilities thereof for payment refusals.

18. To authorize and to maintain at all time the authorization of the Bank to perform any of the transactions set out in Chapter III.C.11.

19. To present the Bank, upon request, with the documents in original copies, in authenticated copies or in any other form as required by the Bank, as applicable.

20. To inform the Bank with respect to any restrictions/limitations related to the Customer, the Account attorneys-in-fact or its accounts.

21. To prove good faith in relation with the Bank, so as not to affect the Bank's interests or prejudice third parties.

22. To notify the Bank with respect to any transactions on its accounts (save for the cards attached to such accounts) which are deemed to be unauthorised or performed inaccurately, including any errors/omissions in the statement of accounts as soon as possible, but in any event not later than 30 calendar days from the date when such transaction is performed. If within the 30 calendar days period the Customer does not notify in writing the Banking Unit which has opened the account, such potential errors or omissions ascertained with respect to any performed transactions, the account balance and any transaction reflected in the account statement shall be deemed to be implicitly acknowledged by the Customer.

23. To return to the Bank for invalidation the card attached to the current account with at least 30 days prior to such account being closed.

24. To comply with the payment terms of its obligations under the Contractual Documentation. In case the opposite occurs, the Customer will be deemed in delay by the mere fulfilment of any payment term under the Contractual Documentation (respectively by failure to comply with the due dates determined under the specific Conventions), without any other formality.

25. The Customer understands and acknowledges that the services offered by the Bank may be carried out by one or more companies part of BCR Group, by any other specialised third party company or by any other entities subcontracted by such companies.

26. Except as otherwise expressly agreed upon, the Customer understands and accepts that its obligations resulting from or related to the GBTC and the Contractual Documentation are generally obligations whereas the result thereon is pursued. The repeated breach, even of minor importance, of the contractual obligations of the Customer or the clear expression towards the Bank of the intention not to perform any of these obligations, may result in Customer's loss of the benefit of the contractual terms provided for the fulfilment of the obligations under the Contractual Documentation or, where appropriate, the suspension by the Bank of the performance of the operations and of the specific instructions, the refusal of execution thereof, non-initiation or termination of business relationship or unilateral termination by the Bank of special Conventions.

C. Bank's rights

1. To establish/modify the mandatory minimum amount applicable to the opening of the current account and, respectively the minimum balance to which the Bank applies the spot interest.

2. To refuse the opening of accounts or performance of any transactions carried out by the Customer and to terminate the business relationship with the Customer, in accordance with the Bank's know your customer policy including but not limited to the instances where the Customer delivers incomplete or insufficient information, in case of false statements or in case of suspicions of the Bank with respect to the conformity of the statements or documents delivered by the Customer (or in case of suspicions regarding the Account attorneys-in-fact/Users, the nature of transactions, as well in case the underlying documents present suspicious elements);

In case of a refusal given to a payment order, the Bank shall notify the Customer of its refusal and, if possible, of

its underlying reasons, as well as of the remedial procedure pertaining to the errors which had led to this refusal, on condition that this fact is not forbidden by other relevant legal provisions in force.

The notification is sent to the Customer via the same means or channel through which the payment order was initiated; by case, the Customer shall then have the duty to observe the specific contractual provisions and/or guidelines mentioned in the guidebooks destined to using products/services regarding the interrogation of the status of these payment orders and/or notifications sent by the Bank. The Bank, at its own discretion, may choose to send the notification containing the refusal of the payment order to the Customer through any other means than the one previously mentioned, without limitation to: simple or registered letter with receipt confirmation, direct delivery – by the Bank or via mail, courier, telephone call, mailbox, fax, SMS, email or any other means of electronic communication.

In case the refusal of a payment order is objectively justified, the Bank may charge fees, both for sending the notification and for the assessment of the causes which triggered the refusal, as per the List of Bank Tariffs and Fees charged for legal entities.

3. Subject to legal provisions, to perform investigations in connection with the information filled-in in the account opening/card issuance documentation, under the law conditions.

4. To reject the performance of transactions initiated by the Customer in case the Customer does not deliver to the Bank, upon request thereof, the additional information or documents.

5. To refuse the performance of any instructions if such violate its internal policies/procedures, including but not limited to internal or group procedures as well as the international standards which the Bank applies, the law or an order issued by a relevant authority, the Bank being exonerated from any liability with respect to any damages incurred by the Customer in this respect.

6. To refuse the processing of documents presented for payment if such documents do not comply with the terms set out in the applicable legal provisions or have not been duly filled in with the account codes in IBAN structure, either with respect to the payor or with respect to the beneficiary.

7. To request the Customer to deliver the documents evidencing the purpose of the banking services which shall be carried out via the Bank and to suspend the performance of any transactions on the Customer's account, starting with the date of such request until the receipt of the relevant documents from the Customer. If the Customer

fails to deliver the information or in case it is ascertained later that the information delivered does not correspond to the de facto status, the Bank shall be entitled to reconsider its relationship with the Customer, including by means of closing the accounts thereof.

8. To request in writing any information with respect to the Customer or the Account attorneys-in-fact/Users, in case the Bank misses information or when the Banks appreciates that the information held with respect to the persons above mentioned are not up-to-date, complete, correct or are contradicting themselves.

9. To consider any payment made to its benefit, from the date of registration of the amount in the respective account.

The Bank shall not be liable if a request for the authorisation of a transaction is refused or if a banking card is not accepted for payment, as a result of any event which is beyond the Bank's control.

10. To amend the interest applicable to the funds available on the account, as well as the commissions and fees applicable to the transactions carried out on the account of the Customer and to inform the Customer of such changes by means of posting such changes at the Banking Units or on its internet page.

11. To set-off the amounts available on any account of the Customer, including the deposit accounts (even if the deposit has not reached maturity) against any banking commissions, interests or fees (including but not limited to commissions, interests and any other costs or fees deriving from crediting transactions, guarantee agreements, incasso, letters of credit, bank guarantees or any other products and/or services to which the commissions, interests or fees set out in the List of Bank Tariffs and Fees for legal persons and List of interest rates in force at that time apply), as well as against any due or overdue credit instalments or any other Customer's debt owed to the Bank, without any prior notice, in case the amounts available in the account mentioned in the specific Convention concluded with the Bank are not sufficient to cover such expenditures.

Notwithstanding the conventional set-off which may be operated between the parties in accordance with the aforementioned paragraph, the Customer hereby empowers the Bank to carry out such set-off by means of debiting the accounts mentioned above in accordance with the terms set out in the immediately preceding paragraph.

In case of deposit accounts which have not reached maturity, the amounts outstanding after the payment of the Customer's debts to the Bank shall be transferred to a current account used for the creation of the deposit and

shall bear an interest rate applicable to the current account. In case of accounts opened in foreign currency, the Bank is authorised by the Customer in accordance with the GBTC to perform any foreign exchange transactions for the purpose of recovering the amounts as mentioned above at the exchange rate posted by the Bank.

In case between the Bank and the Customer there are several legal relationships or more accounts under special Conventions, the Customer may not achieve a set-off between the active and passive balance without the Bank's approval. The parties expressly agree that the legal relations between the Bank and the Customer will not operate the mutual set-off between active and passive balances, except as provided above or to the extent that the Bank gives its prior written consent in respect to a particular set-off operation.

12. To perform transactions with or on the Customer's account without the latter's approval, in the following instances:

- a) payments from current accounts or from any other accounts of the Customer, based on a final and enforceable court or arbitral ruling or on other writs of execution set out by the law;
- b) due payments owed to the Bank and/or any other prior commitments to the Bank;
- c) cancellation of any transactions erroneously performed by the Bank, including the interests and commissions applicable to the cancelled amounts, as well as of those performed under the remark „subject to“ (accompanied by justifying documents attached to the account statement);
- d) blocking of amounts in collateral deposits, in accordance with the specific Conventions concluded between the Customer and the Bank;
- e) if the Bank ascertains that it has not received in the correspondent account the funds related to a payment order which has been already credited to the beneficiary's account. For the purpose of performing such transaction, the Bank is authorised to carry out transactions with the Customer's available funds on the interbank market by means of placing buying/selling orders.

13.1 Not to comply with the annulment request for a foreign exchange banking transaction or for a Financial Transaction if the initial transaction was carried out based on a negotiation agreed with the Client through telephone conversation recorded by the Bank, through the electronic

platform or based on the Client's written instruction or in any other modality agreed with the Bank. If there are insufficient available funds and the foreign exchange banking transaction or the Financial Transaction cannot be settled, the bank has the right to close the position through a similar reverse transaction and the Client will bear a potential negative difference between the FX rates and/or quotations.

13.2 To cancel a foreign exchange banking transaction or a Financial Transaction in case of evidence that the respective transaction was performed using an erroneous quotation, irrespective of the cause/causes that may have generated such error (except for the cases when the Bank generated the error following a grave misconduct or intentionally), including to settle the amount resulting from the annulment operation of the respective foreign exchange banking transaction or Financial Transaction.

13.3 The Customer is entirely responsible for the risk associated to closing foreign exchange banking transaction or Financial Transactions, through recorded telephone conversations, especially due to the lack of an authorisation of the sender, abusive use of telephone connections and / or password, as well as transmission errors or erroneous orders; through this document, the Customer expressly undertakes the risk of communication or transmission in accordance with the provisions of the Civil Code, except for the case when the Bank caused such damages following a grave misconduct or intentionally. The closing of a banking transaction and/or Financial Transaction, through recorded telephone conversations, if its terms have been bilaterally accepted, is deemed to be made with the Customer if the Customer communicates by telephone, even if the operation was initiated by another person than the Customer or by the person authorised by the Customer, in such situation the Customer accepting that the Bank does not bear any obligation or liability.

14. Not to engage own funds in any transactions initiated by the Customer, being exonerated from any consequences arising as a result of failure to perform transactions due to lack of available funds in the Customer's account.

15. To send to the CIP, Banking Risks Center and to the Credit Bureau any information related to risk, as well as information related to credit products, fraudulent activity and information related to the inconsistencies in the documents/statements registered in the name of the Customer and/or of its representatives for the purpose of processing or review whenever necessary.

16. Take all measures necessary or useful to preserve its rights arising out of or in connection with the Contractual Documentation.

17. To decide, unilaterally and without notifying the Client, as regards the charging of lower fees than those agreed through the Contractual Documentation, with the possibility of deciding again, subsequently, under the same terms, to go back to the fees set in the Contractual Documentation.

18. The bank shall take the necessary steps in order to credit the amounts received in foreign currency pertaining to the collections with incorrect/incomplete details (including the trans-border payment orders made in LEI), by conducting investigations with the external banks, charging commissions according to the List of Bank Tariffs and Fees in force.

19. To transmit to the competent authorities data and information regarding the identity of the Customer, account balances and transactions operated on its accounts when their transmission is related to a legal obligation.

D. Bank's obligations

1. To perform banking transactions related to the Customer's account as instructed by the Account attorneys-in-fact in writing or by other means agreed between the Bank and the Customer, but in any event within the limit of the funds available on the account and in compliance with the internal working rules and the international and domestic banking regulations and practice.

2. To calculate and to apply monthly/periodically the interest rate to funds available on the account. The calculation of the interest rate is based on a 360 days year and in accordance with the calculation formula $365 (366)/360$.

3. To perform payment orders, in compliance with the legal provisions in force, based on the internal COT established by the Bank for each type of transaction, as posted on the Bank's internet page.

E. Limitation of bank's liability

1. The Bank shall not be liable for any loss incurred as a result of delays or errors caused by third parties (agent banks, agents, notaries etc.) in carrying out the Bank's instructions on the account/based on the order of the Customer.

2. The Bank shall not be liable for the foreign currency or for any loss arisen from for foreign exchange transactions carried out in the origin state of the correspondent bank which performs such transactions, which are subject to the principle of *locus regit actum*.

3. In case of major payment incidents which are qualified as criminal offence in accordance with the legal provisions in force or if the Bank does not have certain information with respect to the issuer of the debit payment instrument, the Bank shall proceed in accordance with such legal provisions, informing the criminal investigation bodies of such facts.

4. The Bank shall not be liable for any proceeds collection in/from abroad in the following cases:

- a) suspension or moratorium of payments or sequestration of the funds by the foreign collection agent, by third parties related to the collection agent or by the authorities of the state where the collection agent is located;
- b) if the beneficiary refuses to collect the proceeds;
- c) lack of the information necessary to carry out the transaction, including those related to the payer.

5. The Bank shall not be liable for any damages incurred as a result of any delay in delivery and/or loss of documents or of any other correspondence addressed to or delivered by the Bank, including account statements, or as a result of any deterioration or other errors occurred during the transportation/delivery thereof.

6. The Bank will not be held responsible for any additional expense on the account of the Customer as a result of the assignment of this Agreement or any rights resulting thereof, in accordance with the provisions of Chapter VI, Section C below.

F. Limitation of hardship effects

1. Customer understands and accepts the possibility that, in case of occurrence of exceptional changes in the circumstances that led to the conclusion of a special Convention, beyond the Bank's will, the performance of its obligations in compliance with the Contractual Documentation may become onerous because of the increased cost of their execution. In particular, anytime during the execution of a Convention it is possible to increase the amounts owed by the Customer, including due to variations in the national currency exchange rate (for loans in currencies other than RON) or in reference indicators ROBOR, EURIBOR or LIBOR.

2. In consideration of the provisions included in Clause 1 of this section and pursuant to Art. 1271 paragraph (3) letter (c) in the Civil Code, the Customer agrees to undertake the risk of the occurrence of such circumstances, being bound to fulfil its obligations under the special Convention and generally under the Contractual Documentation, independently from such exceptional changes in the circumstances which led to the conclusion of the Convention.

3. By undertaking these risks, the Customer understands and accepts the fact that it shall not require a court of law to adjust the Convention or the Contractual Documentation in general in case exceptional circumstances such as those listed in Clause 1 above occur.

G. Aspects on instructions provided to the bank

1. Each power of attorney, authorization or instruction having the nature of a mandate granted by the Customer to the Bank by means of or in connection with the Contractual Documentation is deemed to be granted for the entire period of the contractual relationship between the Bank and the Customer. The provisions of Art. 2015 in the Civil Code are not applicable to any such power of attorney, authorization or instruction.

2. The bank may execute any power of attorney, authorization, instruction having the nature of a mandate granted by the Customer, either personally or by other persons elected by the Bank at its sole discretion.

3. Until the fulfilment of the term for which these are granted or until the termination of the GBTC or of the relevant Conventions, each power of attorney, authorization, instruction having the nature of a mandate granted by the Customer to the Bank by means of or related to the Contractual Documentation are deemed irrevocable, unless the parties expressly agree in writing, the possibility of withdrawing.

4. Know your customer, prevention of money laundering

1. Upon the commencement of a relationship between the Customer and the Bank, upon the opening of the accounts or provision of services as well as for the purpose of determining the background and the purpose of the transactions, apart from the evidencing data, information and documents requested in accordance with the request of account opening/GBTC the Bank's internal regulations and legal provisions in force, the Bank may also request additional documents to verify the identity of the Customer and of the Account attorneys-in-fact/Users, the substantiation of the transaction initiated by such persons and/or the identification of the real beneficiaries of such transactions.

2. The Bank shall be entitled to refuse, in accordance with the GBTC and the legal requirements, the performance of the transactions initiated by the Customer or to terminate the contractual relationship with the Customer if the Customer delivers incomplete, insufficient information or in case of false statements procured from the Customer or if it has suspicions with respect to the conformity of the statements or documents delivered by the Customer including in case such persons present to the Bank payment instruments which may be deemed as potentially fraudulent, which may trigger payment risks and furthermore including such instruments which may adversely affect the closing of the settlement, such being subject to penalties in accordance with the applicable law.

5. Confidentiality

The Bank and the Customer undertake to comply with the confidentiality obligations related to information regarding accounts and to transactions performed on such accounts unless otherwise set out by the law or unless the Customer has expressed its consent for disclosure of such information.

The Customer hereby expressly consents to the disclosure by the Bank of the banking secrecy information (including personal data of the concerned persons and of data subjects as under Chapter II.B) to the entities which are members of BCR Group, as well as to any other partners of the Bank and of members entities of BCR Group for the purpose of promoting and sale of its products and services. Also, the Bank shall be able to send and / or transfer information falling under the banking secrecy to any entity which at the

date of using the data and / or information falling under banking secrecy, are / will be part of BCR Group and to their contractual partners, including the Bank's contractual partners, for design, development, testing, use of new IT systems, IT services (including store databases in the country or abroad), as well as for risk management and portfolio management purposes, within the purpose of the Bank related to banking supervision over Bank's activity, intra-group reporting and/or to Supervision authorities, for the purpose of complying with the local and European prudential requirements legislation applicable to credit institutions and also for the portfolio management and risk management (including but not limited to identifying the group of connected clients within the level of parent – company of the Bank).

6. Final provisions

A. Termination of the general business terms and conditions

1. GBTC shall be applicable for an unlimited period of time.
2. GBTC may be terminated:
 - a. upon the parties' consent;
 - b. upon unilateral termination by any party, subject to a 15 calendar days prior notice;
 - c. in the cases expressly provided herein or in the applications or the specific Conventions concluded between the Customer and the Bank.
3. The termination of the GBTC shall trigger the closing of the accounts and cessation of delivery of all products and services attached to such accounts.

B. Customer-bank communication

1. Any communication addressed by the Bank to the Customer shall be effected by means of registered mail bearing acknowledgement of receipt or by any other means accepted by the Bank, as agreed on a case by case basis in the specific Conventions / forms pertaining to relevant products and services.
2. Any documents drawn in foreign languages shall be presented to the Bank accompanied by a notarised translation thereof in Romanian language.
3. The delivery of any communication by the Bank to the Customer shall be deemed effected if the Bank possesses a copy of the communication signed by the Customer or if that respective communication is evidenced in a delivery document signed by the postal office or by the companies carrying out courier or registered mail services.
4. The Customer shall always procure that the notices sent to the Bank have reached the destination within the prescribed term.
5. The communication delivered by the Bank to the Customer is considered to be accurately addressed if it has been sent to the address specified by the Customer to the Bank.
6. If the notification clauses included in other sections of GBTC state otherwise than as set out in this Chapter VII.B, such special clauses shall apply with priority but in any case only with respect to the section to which such clauses refer.

C. Assignment

1. The Customer shall not assign its rights and obligations under the specific Conventions or the Contractual Documentation in general, in the absence of a prior written consent of the Bank.

The Bank, at its free will and at any time during the existence of the Contractual Documentation, may assign to a third party elected at its sole discretion, any of its rights in the respective Convention, as well as a Convention or the Contractual Documentation in its entirety, together with any related guarantees, and the Customer, by signing the GBTC and the specific Conventions, unconditionally consents to of any such assignment.

2. The assignment will become effective and binding upon the Customer from receipt of a notice from the Bank with respect to the transfer of rights arising from the special Convention or the Contractual Documentation entirely.

3. The Customer understands and agrees that, in case of assignment of some of the Bank's rights under the Convention or the assignment of the Convention or of the Contractual Documentation entirely, executed by the Bank in accordance with the provisions of this section, the Bank will be released exempted from its obligations correlative to the rights so transferred or, as appropriate, any and all of its obligations under the Convention or the Contractual Documentation in general, starting with the moment when the assignment becomes effective.

D. Force majeure. Fortuitous case

1. With respect to any payment obligation resulting on its account or in connection with the Contractual Documentation, the Customer shall not be released of its contractual liability given the occurrence of a fortuitous case or of a force majeure event, except for the objective impossibility to perform that payment obligation as a result of an event of force majeure or a fortuitous case that causes the interruption of the operation of the interbank payment system. A release of contractual liability only applies for as long as the interbank payment system interruption is not remedied.

2. Except for the situation provided in item 1 above, The Bank and the Customer are not liable for any loss triggered by distressed operations caused by force majeure or fortuitous case.

3. Force majeure means any event unforeseeable, unavoidable and independent of the will of either party, which absolutely prevents total or partial fulfilment of contractual obligations (e.g. natural disasters, war, strikes). The fortuitous case is an event that cannot be predicted nor prevented by the Bank which is wholly or partially prevented from performing its obligations under the Convention due to occurrence of the respective event.

4. In case of force majeure or the fortuitous case the affected party shall notify the occurrence of case of force majeure or of the fortuitous case by telephone or fax, within maximum 5 calendar days, following that in the next 15 calendar days to submit the certificate issued by the competent authorities regarding the case of force majeure or fortuitous case, by recommended letter or, in case of the Customer, by coming to the Bank.

If the party claiming force majeure or the fortuitous case fails to notify the other party on the existence of the event causing the impossibility to perform the obligations within the period specified above, such party will be liable for damage caused by this event to the other party.

E. Applicable law. Disputes

1. The relationship between the Bank and the Customer is governed by Romanian law.

2. Any dispute shall be settled in an amiable manner by the parties. In case of failure to settle in an amiable manner, the dispute shall be submitted with the competent court of law in whose jurisdiction the Banking Unit where the Customer has opened the current account is located.

Legal persons and authorized natural persons
Version no. 8 / 1st of November 2016

Banca Comercială Română S.A.
5th Regina Elisabeta Boulevard, 3rd district
Bucharest – 030016

www.bcr.ro

