

GENERAL CONDITIONS FOR PERFORMING BANKING OPERATIONS FOR LEGAL PERSONS AND ENTITIES WITHOUT LEGAL PERSONALITY

Includes the following chapters: 1. Introduction; 2. General Principles; 3. General Conditions applicable to the Accounts; 4. Provisions regarding the Payment Operations; 5. Provisions regarding use of the Commercial Card and the 3D Secure Service; 6. Provisions regarding the Debit Payment Instruments; 7. Terms and Conditions for the Direct Debit Service; 8. Final Provisions; 9. Client Representations

1. INTRODUCTION

1.1. Introductory Provisions

1.1.1. These General Conditions for Performing Banking Operations (hereinafter referred to as "GBC") establish the general legal framework for carrying out the business relation between Raiffeisen Bank SA (hereinafter referred to as "The Bank") and each of its Clients, legal persons or entities without legal personality.

1.1.2. The legal relations between the Bank and the Client shall be governed by these GBC, which together with the provisions stipulated in each specific Agreement associated with each type of product or service concluded between the Bank and the Client, shall represent the law of the Parties. These GBC supplement the Agreements specific to the banking products/services.

1.1.3. To the extent to which non-explicitly regulated aspects remain, the legal relations between the Bank and the Client shall be governed by the normative acts in force, the regulations of the National Bank of Romania, the Bank norms, as well as the internal and international banking practices.

1.1.4. The Bank shall only enter into contractual relations with the persons accepting these GBC. By signing a Specific Agreement, regardless of the type thereof and of the service or product provided by the Bank, the Client acknowledges that, in such contractual relations with the Bank, he shall at any time observe the GBC in force.

1.1.5. The Client must notify the Bank in writing, immediately, with regards to any changes made in relation to its identification data and / or to its Legal Representatives and / or to the persons who may operate in the Client's Accounts stipulated in section 3.2, as well as to any information that may be relevant in his business relationship with the Bank, any such modification / information being legally binding for the Bank only starting from the receipt of such notification by the Bank.

1.2. Conflicts

1.2.1. In case of any conflict between the express provisions of any Specific Agreement concluded between the Client and the Bank and between the provisions of these GBC, the regulations of the Specific Agreement shall prevail.

1.2.2. If the Client accepts both the Romanian version, as well as the English version of the GBC, in case of any dispute or discrepancy between the Romanian and the English versions, the Romanian version shall prevail.

1.3. Interpretation

1.3.1. Any reference to the Bank within the GBC shall be understood to mean any and all its territorial units (working point, secondary office, agency, branch etc.).

1.3.2. Any reference to the Client - legal person/entity without legal personality - within the GBC shall be understood to mean any and all his territorial units (i.e. working point, agency, branch, secondary office, etc.) who has an open account with the Bank or benefits from a service / product of the Bank.

1.3.3. Any reference to the Client within the GBC shall also include the Co-Debtor and/or Guarantor category, as well as any other category of Bank contractual partners, who may have specific denominations, if applicable according to the Specific Agreements.

1.3.4. Any reference to the Client - legal person/entity without legal personality - within the GBC shall be deemed as being made to any of his successors and/or transferees thereof, except for any third party who,

without the express consent of the Bank, has substituted the Client or has acquired from the Client, by any legal means, in whole or in part, rights of obligations arising from the Specific Agreements (including from Facility Agreements / Financing Documents).

1.3.5. Any reference to the Borrower in the specific Credit Agreements shall be deemed as being made to the Client, as such is defined in these GBC.

1.3.6. In all occurrences within the GBC and within each Specific Agreement, the plural shall include the singular and vice versa, unless the context provides otherwise.

1.3.7. The reference to “significant adverse effects” or “significant impact” shall be construed as reflecting the Qualified Opinion of the Bank.

1.3.8. The reference made to the GBC, to any Specific Agreement or to any legal provision shall include any amendment, reiteration or re-enforcement thereof, as well as the substitute GBC, Specific Agreement or normative act.

1.3.9. The titles in the GBC and in any Agreement have been introduced solely to facilitate references and do not affect the construction of the provisions of such contractual documents.

1.4. Independent Clauses

In the event that any provision within the GBC and within any of the Specific Agreements concluded between the Bank and the Client, is or becomes null and void, invalid or non-enforceable pursuant to the applicable law, the legality, validity and enforceability of such provision within the limit allowed by law, as well as of the other provisions of the GBC, shall not be affected or influenced thereby. The Parties shall exercise due diligence in order to perform such normative acts and/or amendments leading to the same legal and/or economic result envisaged upon the conclusion of the GBC or the Specific Agreement.

1.5. Definitions.

The terms and phrases written with capital letters in these GBC and/or Specific Agreements shall have the following meanings:

- **ATM (Automated Teller Machine)/MFM (Multi-Functional Machine)** – electronic terminals belonging to the Bank or to other payment service providers that allow Clients which holds a Card to carry out transactions or other banking operations, such as cash withdrawals, balance inquiries,), **payment of invoices**, cash deposits (only at MFM etc.);

- **Strong Customer Authentication** = authentication based on the use of one or several elements included in the known information category (information only known to the User of the payment instrument designated by the Client, e.g. PIN code, password), held (elements that only the respective User holds, e.g. the card) and inherent (something which represents the User, e.g. digital fingerprint, facial recognition), independent (the compromise of an element does not lead to the compromise of the reliability of the other elements) and designed so as to protect the confidentiality of authentication data.

- **Authorities with responsibilities in the field of issuing and managing the International Sanctions** = mean either of:

- a) United Nations Organization (UN);
- b) European Union (EU);
- c) Government of the United States of America;
- c) Congress of the United States of America;
- e) Swiss Confederation
- f) Any Member State of the European Union, including, in any case, but not limited to, the Republic of Austria;
- g) United Kingdom of Great Britain and Northern Ireland
- h) governmental institutions and agencies, respectively of any of the above, including, but not limited to the Office of Foreign Assets Control - OFAC, the United States Department of the Treasury, the United States Department of State, Her Majesty's Treasury, the Office of Financial Sanctions Implementation – OFSI, the Department for Business, Energy and Industrial Strategy, State Secretariat for Economic Affairs of Switzerland

or any (other) governmental institution or regulatory authority or relevant agency which manages economic or financial sanctions (each authority, as amended, supplemented or replaced from time to time).

- **The Bank** = Raiffeisen Bank S.A., as credit institution, payment services Provider and/or provider of any other banking service or product, according to the object of activity authorized under the law.

- **Commercial Card (Card)** = payment instrument issued by the Bank upon request from the Client (Card Holder) for the purpose of performing Payment Operations deemed professional expenses, whereby the Client has access via Card Users to the own available funds in the Current Account and/or to a credit line attached to the Current Account or registered in the Credit Card Account, approved by the Bank within a predetermined limit and according to the own crediting norms in force. The card is issued under a Payment **Brand** chosen by the Client from the ones included in the Bank offer upon the request date. The Payment **Brand** indicates the Card Payment Scheme for the performance of card Transactions. **The Card through which are exclusively carried out cash deposit operations via the MFM Raiffeisen Bank terminals in Accounts opened at the Bank, without granting access to amounts of the Account to which it is attached, is also considered a Commercial Card.**

- **Debit Card** = Commercial card providing access to the Card Holder Client's Current Account.

- **Credit Card** = Commercial card providing access to a credit line registered with the Credit Card Account granted to the Card Holder Client by the Bank pursuant to the Specific Agreement.

- **Client** = legal person or entity without legal personality, residing or not residing in Romania, who initiates a business relation with the Bank, which includes, without limitation, the opening and operation of Accounts and/or the provision/supply by the Bank of the banking services/products in its offer; entities without legal personality are the territorial units / secondary offices without legal personality of the legal persons, natural persons authorized to carry out economic activities (self-employed persons, individual enterprises, family enterprises, etc.), forms of practice within professional orders, other forms of associations or other entities regulated by the law.

- **Paying Client** = the Client who instructs a Payment Order.

- **Beneficiary Client** = the Client that benefits from funds subject to a Payment Operation.

- **Co-Debtor** = a person who jointly and indivisibly undertakes alongside the Client to fully pay any Due Amount by the Client to the Bank, subject to a Financing Document.

- **IBAN Account** = internationally standardized account number consisting of letters and figures, provided by the payment institution to the Account Holder and which must be indicated in the Payment Order to identify the payer, respectively the payment beneficiary.

- **Internal identification code/"CIF Key"/Client code** - unique code assigned by the Bank to persons registered in its database, needed for the unique identification of persons in a relationship with the Bank;

- **Specific Agreement/Specific Contract** = agreement regulating the supply of any product / the provision of any service, offered to the Client by the Bank, within the limit of the authorized object of activity, as well as any other secondary legal relations or with regards to the product / service provided. The Specific Agreement is made up of standard and/or negotiated content documents, reflecting the agreement between the Bank and the Client, without limitation to, requests approved by the Bank, offers accepted by the Client, Facility Agreements, Undertakings, Financing Documents, Guarantee Documents, conventions, communications/Notifications, Forms and/or any other documents relating to the Specific Agreement, accepted by the Bank. The Specific Agreement and/or the documents related thereto may also be concluded in electronic format or in another format, subject to observing the legal conditions, only if the Bank provides/accepts such possibility.

- **Client Consent** = for the conclusion of a Specific Agreement may be expressed, as applicable:

- by a handwritten/ Qualified electronic signature (QES), pursuant to the law;
- by telephone during the recorded calls, made through the Call Center Service or in another agreed manner that involves a telephone call, to the extent to which the Bank provides such methods to the Client;
- within the internet-banking/mobile-banking applications (related to the Raiffeisen Online/ Smart Mobile service or to other services with similar functionalities) insofar as they are provided by the Bank in this regard,

by using the sets of identification and authorization rules specific for each individual application and stipulated within the Specific Agreements;

- any other method agreed by the Bank with the Client within the Specific Agreement.

- **Account** = bank account highlighting, as applicable, the available funds of the Client and/or the amounts provided by the Bank to the same.

- **Payment Account** = Account mainly used for the performance of Payment Operations. Upon the order of the Account Holder Client, operations with debit payment instruments may be performed, pursuant to the conditions regulated by the GBC.

- **Payment Account Accessible Online** = Payment Account accessible by the paying Client, via an online interface, such as the Internet banking/Mobile banking provided by the Bank.

- **Card Account** = Current Account and Credit Card Account, denominated in RON or foreign currency, according to the Bank offer in force upon the request date, to which one or several Commercial Cards are attached (Debit Card,/Credit Card/ **other type of Commercial Card issued by the Bank**).

- **Grant Account** - account intended exclusively for carrying out operations related to the collection of the Grant by the Client, in his capacity as final beneficiary, but also for making payments associated with the use of Grant amounts according to the destination declared by the Client in the financing agreement concluded with public authority granting and / or managing the Grant;

- **CRS** (Common Reporting Standard) = represents the global standard for the automatic exchange of financial information between countries. The global standard for the exchange of financial information and the multilateral agreement for the automatic exchange of information have been initiated by the EOCED (Economic Organization for Cooperation and Development) and the European Commission. The standard has three directions: the information to be reported, the reporting entities and the accounts to be reported. Romania ensures the legal framework by translating the European provisions in the Fiscal Procedure Code, which entered into force on January 1, 2016.

- **Bank Exchange Rate** (Account exchange rate) = the exchange rate used by the Bank for foreign exchange in the accounts of the same Client and cross-currency Payment operations where the Account currency is different from the operation currency, and its performance requires a currency conversion, calculated as follows:

(i) for foreign currency / lei exchanges the Bank's purchase price shall be used for the currency in which the amount will be debited from the Client's account, respectively the Bank's sale rate for the foreign currency in which the amount is credited in the Client's account for the completion of the foreign exchange;

(ii) for cross currency payment operations of foreign currency / lei type, the Bank's sale rate shall be used for the foreign currency, in which the amount will be transferred by the paying Client to the Beneficiary Client's account, the amount which shall be debited in lei from the paying Client's account being calculated at this rate (for transfer operations), respectively the Bank's purchase rate for the foreign currency in which the amount will be transferred by the paying Client, the amount which shall be credited in lei to the Beneficiary Client's account being calculated at this rate (for collection operations). The Bank does not execute transfer operations of the amounts in lei from Foreign currency Accounts of the Paying Client nor operations of collection of the amounts in lei transferred to Foreign currency Accounts of the beneficiary Client.

(iii) for exchange transaction of foreign currency / foreign currency type, shall be used the currency exchanges rate obtained from the ratio between the foreign currency / lei purchase rate of the Bank's for the foreign currency in which the amount is debited from the Client's account and the foreign currency / lei sale rate of the Bank's corresponding to the foreign currency in which the amount is credited to the Client's account for the completion of the foreign exchange

(iv) for cross currency payment operations of foreign currency / foreign currency type, shall be used the exchange rate obtained from the ratio between the foreign currency / lei purchase rate of the Bank's for the foreign currency in which the amount is debited from the paying Client's account to the Beneficiary Client's account and the foreign currency / lei sale rate of the Bank related to the foreign currency in which the amount is transferred to the Beneficiary Client's account by the paying Client (for transfer operations), respectively the exchange rate obtained from the ratio between the foreign currency / lei sale rate of the Bank for the foreign currency in which the amount is credited to the Beneficiary Client's account and the foreign currency / lei

purchase rate of the Bank related to the foreign currency in which the amount is transferred by the Paying Client (for collection operations).

The foreign currencies for which the Bank offers currency conversion or execution of Payment services operations with a currency other than lei are published on the Bank's website www.raiffeisen.ro.

- **Exchange Rate for Card Transactions** = Bank internal exchange rate, for the sale, respectively, purchase of the reference currency, used within the performance of Card Transactions, listed within the territorial units or on the Bank website, www.raiffeisen.ro.

- **Effective Date** = reference date used by the Bank to calculate the interest generated by the performance of a Payment Operation.

- **Delegate** = person empowered by the Client to perform the operations within their Accounts expressly provided in the form provided by the Bank for appointment purposes. The dismissal of empowerment for Delegates shall be done according to the provisions of the Specific Agreement. The appointment and dismissal of the Delegates shall be binding upon the Bank starting from the Business Day indicated by the Client (other than the request formulation date) or from the Business Day immediately following the submission of the appointment / dismissal request, as applicable.

- **Financing Documents** = Facility/Credit Agreements, Undertakings and/or other documents that record any other type of financing, any other agreement, request or other ancillary document or related to the same and the Security Documents.

- **Security Documents** = all guarantee agreements and any other secondary documents thereof, concluded or issued to establish in favor of the Bank any Encumbrance in order to guarantee the payment by the Client of all the Amounts Due to the Bank under a credit / bank financing facility/a Undertaking.

- **Embargo** = Authoritative action whereby a state takes prohibition measures against the importation of goods from a certain country, or against the export of goods to another country, as a sanction for the failure to observe the international legislation or as a means of political pressure.

- **Market Discontinuity Event** = shall mean any of the following situations:

(i) there are no quotations, in the relevant interest market, for the targeted currency at the time when such are usually provided, or (ii) the Bank's costs for its funding on the relevant monetary market in the targeted currency exceed by more than 25% the level of the Reference Rate for a period of over 30 consecutive calendar days.

- **Reference Rate Event** = shall mean any event occurring in relation to the Reference Rate, as follows:

(a) The methodology, formula, calculation or assessment method used for establishing the Reference Rate has significantly changed in the Qualified Opinion of the Bank;

(b) The Reference Rate Administrator (the "Administrator") or the competent authority responsible for the supervision thereof shall make a public statement or otherwise communicate that: (i) the Administrator is insolvent and that it will refer to a court of law or the competent authority to issue a decision for entering insolvency or any other similar proceedings or a decision for initiating insolvency or any other similar proceedings is adopted by the court of law or other competent authority or such decision is imminent, the court of law or other competent authority being notified by a petition in this respect, provided that, in any case, a successor for the Administrator to continue to provide the Reference Rate is not designated at that time; (ii) the Administrator ceased or will cease, permanently or for an indefinite period of time, to provide the Reference Rate, provided that, in any case, at the respective time, a successor for the Administrator to continue to provide the Reference Rate is not designated at that time; (iii) the publication of the Reference Rate has been or shall be interrupted, permanently or for an indefinite period of time; (iv) The Reference Rate may no longer be used;

or

(c) The Reference Rate Administrator decides that the Reference Rate should be calculated in accordance with a lower number of quotes provided by contributors or in line with other policies or methodologies (emergency or backup arrangements) and circumstances and the events that have determined such a situation are not temporary in the Qualified Opinion of the Bank or the Reference Rate is calculated according to such a policy, agreement or methodology for a period of no less than 30 days, or

(d) in the Bank's Qualified Opinion, the Reference Rate is no longer an index which is relevant and adequate for calculating the Interest Rate under a Facility Agreement.

- **FATCA** - The Foreign Account Tax Compliance Act is a set of laws issued in the United States of America, which may be found at <http://www.treasury.gov/resource-center/tax-policy/treaties/Pages/FATCA.aspx>, promulgated on March 18, 2010 and entered into force on July 1, 2014, whereby taxpayers in the United States of America (USA), including those who live or carry out activities outside the USA, are required to report direct or indirect holdings of financial assets outside the United States. The same reporting requirement also applies to credit institutions, holding assets on behalf of USA taxpayers.
- **Guarantor** = the natural or legal person who establishes in favor of the Bank a personal and / or real security, in order to guarantee the observance of the payment obligations assumed by the Client towards the Bank.
- **Grant** = non-reimbursable financial aid granted from national and / or European funds, based on a government support measure established by a normative act.
- **Group of Related Clients** = two or more natural and/or legal persons, related according to the provisions of the European Union/National laws, relevant from the perspective of the prudential requirements applicable to credit institutions.
- **Payment Instrument** = any customized device and / or any set of procedures agreed between the Client and the Bank used by the Client under the contractual conditions agreed with the Bank, to initiate a Payment Order (Card, Internet Banking, Home Banking, Mobile Banking Services, Payment Order in hard copy format, etc.). This category does not include debit payment instruments (cheque, bill of exchange and promissory note).
- **List of Sanctions** - "Specially Designated Nationals and Blocked Persons List" maintained by the Office of Foreign Assets Control -OFAC (a governmental agency of the United States of America) and the "Consolidated List of Financial Sanctions Targets maintained in UK by the Office of Financial Sanctions Implementation (OFSI) and any other equivalent list of the Council of Security of the United Nations Organization or of the European Union and any other list of persons sanctioned by the United States Department of State, as published in the federal Registry or any other list or similar document managed by any Authority responsible for issuing and managing International Sanctions, each of them as amended, supplemented or replaced from time to time;
- **Payment Mandate** = irrevocable mandate granted by the Client to the Bank, whereby the Client authorizes the Bank to debit any of their Accounts opened with the Bank (current, savings, deposit even without reaching the due date, etc.) by any Due Amount by the same upon the due date, using the Bank exchange rate, if a monetary conversion is required, without other authorizations and without fulfilling another prior formality by the Client. The Payment Mandate granted via the GBC shall be valid from the due date of the Due Amount and until the full payment thereof, the provisions of Art. 2015 of the Civil Code not being applicable thereto.
- **Payment Order Receipt Date** = the day when the Payment Order is deemed to have entered the possession of the Bank, depending on Cut-off Time. As a rule, for Payment Orders received during the Business Day until the Cut-off Time, the Payment Order Receipt Date is the day of receipt by the Bank, while for the Payment Orders received after the Cut-off Time or on a non-business day, the Payment Order Receipt Date shall be the following Business Day;
By way of exception, if it is agreed within the Specific Agreement that the performance of the Payment Order shall start on a certain day or at the end of a certain period or on the day when the Paying Client has provided funds to the Bank, the Receipt Date shall be deemed the agreed day, if such is a Business Day.
A Payment Order whose execution has been refused by the Bank shall be deemed as not received.
- **Payment Operation** = action initiated in a Payment Account or by another person in the name and on behalf of the payer or the payment beneficiary, with the purpose of depositing, transferring or withdrawing funds, regardless of any subsequent obligations between the payer and the payment beneficiary.
- **Qualified Opinion of the Bank/Qualified Bank's Opinion** = the professional opinion based on the relevant expertise in the field that the Bank or specialized institutions with similar expertise have.
- **BEN Commissioning Option** = means of commissioning the performance of the Payment Operations, whereby the payment beneficiary bears all the commissions/fees related to the performance of the Payment Operation.
- **OUR Commissioning Option** = means of commissioning the performance of the Payment Operations, whereby the payer bears all the commissions/fees related to the performance of the Payment Operation.

- **SHA Commissioning Option** = means of commissioning the performance of the Payment Operations, whereby the payer bears all the commissions/fees related to the payment operation, charged from the same by the Payer's Payment Service Provider, and the payment beneficiary bears the commissions/fees related to the payment operation, charged from the same by the Beneficiary's Payment Service Provider. Potential corresponding/intermediate bank commissions/fees are due / charged according to the European/international practices of the SWIFT standard.

- **Payment Order Receipt Time (Cut-off Time)** = the hour set by the Bank for the Payment Order to enter its possession, underlying the establishment of the Payment Order Receipt Date is determined. The Cut-off Time may be different depending on the type of Payment Operation/Payment Instrument and is communicated to the Client, as applicable, by displaying in specially designated areas within the bank units and/or on the www.raiffeisen.ro webpage and/or within the Specific Agreement and/or the computer applications associated to certain services provided by the Bank.

- **Payment Order** = instruction given to the Bank, in its capacity as payment service provider, by the Paying Client or the Beneficiary Client requesting the performance of a Payment Operation; The payment Order is intra-banking if the payment operation is performed between Payment Accounts opened with the Bank, respectively interbank when it is performed between a Payment Account opened with the Bank and an account opened with another payment service provider.

- **Security Password in Relation to the Bank** = the identification procedure, used in the interaction between the Legal Representative/Card User of the Client /the Digital User and the Call Center telephone service of the Bank (or a similar service/functionality), which provides full proof of the Legal Representative/the Digital User /Card User's identify, as well as its will concerning the content of such conversations. The identification procedure implies the request of security elements (including passwords set by the caller / Client for the purpose of remote identification for concluding / carrying out specific Contracts) and information known only by the Bank and by the Legal Representative/ the Digital User /Card User (including the security and information elements resulting from the capacity of these persons as bank's Clients), while the telephone calls are to be recorded for the purpose of establishing evidence in this regard. The obtaining of correct answers to the questions asked by the virtual operator/Bank's operator is equivalent to the confirmation of the caller's identity/the identity of the person called by the Bank. If the telephone number from which the call was initiated in the Call Center does not match with the telephone number registered in the Bank's database as belonging to the Legal Representative / Card User / Digital User, the Bank reserves the right to not to act upon the caller's request until after updating the telephone number by going through the specific procedures for updating the contact details of these persons.

- **Static Password** = security element included in the category of knowledge held (something that only the Card User knows) that the Card User sets at the first Card Transaction made on the Internet (in e-commerce)

- **Restricted Party** = (a) the person/entity appointed or owned/controlled by a designated person/ entity (insofar as such falls within the scope of the requirements concerning the ownership or control structure of the relevant sanctions) or a person/entity acting on behalf of a designated person/entity; or (b) the person/entity located or organized in accordance with the legislation of a country or territory that is subject to International Sanctions at country or territory level or which is owned/controlled by such person/entity (insofar as such falls within the scope of the requirements concerning the ownership or control structure of the relevant sanctions) or a person/entity acting on behalf of such person/entity; or (c) the person/entity that is otherwise subject to the relevant sanctions.

- **Interest Period** = the reference period chosen for calculating the Reference Rate, as such is Specified in the Agreement and which may be: 24 hours (O/N), one week (1WK), one month (1M), two months (2M), three months (3M), six months (6M), nine months (9M) or twelve months (12M).

- **Contact/Contact person** = person appointed by the Client to receive from the Bank any information/communications/requests/Notifications sent by the same via a method agreed with the Client by the GBC or the Specific Agreement.

- **Designated Person/Designated Entity** = state governments, non-state entities or persons subject to an International Sanction and which are included in the lists of Sanctions.

- **PIN** = is a unique identification code issued under the provisions of the Specific Contacts, used in accordance with such agreements within the procedure of the Paying Client expressing their consent for the Payment Operations in the electronic environment and/or for the authentication thereof in relation to the Bank.

- **Low Value Card Payment** = represents the payment operation whose individual value is lower or at most equal to the limit established by the Visa/Mastercard accepting institutions and international organizations, but which cannot exceed 50 Euro or equivalent. The limit value differs depending on the country and can be changed at any time by the establishing entities. The limit value applicable in Romania is mentioned for information purposes within the Debit Card and Credit Card Specific Agreements and is permanently displayed within the unit premises and on the Bank website, any update of the limit value shall be displayed on the website.

- **E-Wallet** = is a computer payment application installed on one or several mobile devices with payment functions, such as a smartphone, tablet, smartwatch, etc., which allows the registration of Cards and the performance of Card Transactions, by using the such mobile device under the conditions established in the application by the supplier thereof and / or by the Bank.

- **Card Holder** = is the Holder Client of a Card Account, who requests the Bank to issue a Commercial Card granting access to the funds available in such Account.

- **Account Information Service Provider** = service provider authorized by a competent authority in Romania and/or in the EU/EEA, who has the right to provide online information services regarding Payment Accounts in Romania, which enable the Client to request information concerning their payment accounts, accessible online, held with the Bank.

- **Payment Initiation Service Provider** = payment service provider authorized by a competent authority in Romania and/or in the EU/EEA, who has the right to provide payment initiation services in Romania, which enable the Client to initiate payment orders concerning their payment accounts, accessible online, opened with the Bank.

- **Qualified trust service provider** = a legal person providing one or more qualified trust services and granted qualified status by the supervisory body. Qualified Trusted Service means an electronic service which fulfils the applicable conditions laid down in Regulation (EU) No 910/2014, which is typically provided for remuneration, and which consists of: (i) the creation, verification and validation of electronic signatures, electronic seals or electronic timestamps, registered electronic distribution services and certificates related to those services; or (ii) the creation, verification and validation of certificates for the authentication of a website; or (iii) the maintenance of electronic signatures, seals or certificates related to those services;

- **Interest Rate** = annual interest percentage, determined or determinable by summing the "Reference Rate for the Interest Period" by a margin, agreed by the Parties according to the Specific Agreements and/or the Lists of rates/fees and taxes published by the Bank, which is used for the calculation of the interest due by the Client or by the Bank. In the case of Credit Facilities/Loans/Undertakings, the Interest Rate may be determined differently, in the manner provided by the Facilitation/Credit Agreement.

- **Reference Rate** = the interest rate that results from a public source that may be verified by both the Client and the Bank and which can be used to determine the Interest Rate according to the Specific Agreement.

- Reference Rate to the Interest Period O/N = shall mean any of the following:

(i) for **RON drawings**,

- ROBOR O/N, quoted daily at around 11:00 a.m. Bucharest time, on the corresponding ROBOR page Reuters/Bloomberg screen for said maturity, one Bank Day prior to the date for which the interest is calculated;

(ii) for **EUR drawings**,

- ESTER, quoted daily around 08:00 a.m. CET, on the appropriate Reuters/Bloomberg pages and on the European Central Bank's website, one banking day prior to the date for which the interest is calculated;

(iii) for **USD drawings**,

- SOFR, quoted daily at around 08:00 a.m. New York time, on the appropriate Reuters/Bloomberg pages, and on the New York FED's website, one banking day prior to the date for which the interest is calculated;

- **Reference Rate to the Interest Period different from O/N** = shall mean any of the following:

- (i) for RON drawings,
 - ROBOR, the rate for RON for the chosen Interest Period, quoted daily at around 11.00 a.m., on the corresponding ROBOR page, Reuters screen/ Bloomberg for said maturity, two Banking Days prior to the date for which the interest is calculated;
- (ii) for EUR drawings.
 - EURIBOR, the rate for EUR for the chosen Interest Period, quoted daily at around 11.00 a.m. CET, on the corresponding EURIBOR page, Reuters screen/Bloomberg for said maturity, two Banking Days prior to the date for which the interest is calculated;
- (iii) for USD drawings,
 - **Term SOFR**, the rate for USD for the chosen Interest Period, quoted daily at around 06.00 a.m., New York time on the appropriate Reuters/Bloomberg pages, two Banking Days prior to the date for which the interest is calculated.
- **Refinancing Rate** = the rate replacing a Reference Rate upon the occurrence of a Market Disruption Event and which shall be used to calculate the Interest Rate.
- **Alternative Reference Rate** = the rate which replaces a Reference Rate that no longer exists and which is to be used for calculating the Interest Rate.
- **Authorized Representative** = the person authorized by the Client to act in their name and on their behalf, hard copy Payment Operations at the Bank counter and/or other operations within the limits of with the mandate granted by the Client and accepted by the Bank.
- **Legal Representative** = the person representing and binding the Client in the relation with third parties (within the limits of the statutory documents, the articles of incorporation, as applicable, of the authorization/incorporation documents thereof and/or of the applicable enactments in force). In case of Client dismemberments for which the statutory/authorization documents/the normative act of incorporation establish that such shall benefit from their own management, the Legal Representative shall be the person designated in this regard.
- **"Sanctions"** = economic or financial sanctions (such as described) or embargoes imposed, managed or applied, from time to time, by either of the Authorities responsible for issuing and managing International Sanctions;
- **International Sanctions** = restrictions and obligations concerning the governments of certain states, non-state entities or natural or legal persons, adopted by the United Nations Security Council, by the European Union, the United States of America, by any other international organizations or by unilateral decisions made by Romania or by other states for maintaining international peace and security, preventing and combating terrorism, ensuring respect for human rights and fundamental freedoms, developing and strengthening democracy and the rule of law, and fulfilling other purposes in accordance with the objectives of the international community, international law and European Union law. In particular, International Sanctions are aimed at blocking funds and economic resources, trade restrictions, restrictions on operations with good and dual-use technologies and on military products, travel restrictions, transport and communications restrictions, diplomatic sanctions or sanctions in the technical-scientific, cultural or sports fields.
- **"US Sanctions"** = economic or financial sanctions or embargoes imposed, managed or applied from time to time by the United States Congress, by the Government of the United States of America, by the United States Department of the Treasury or by the Office of Foreign Assets Control - OFAC, (each authority as amended, supplemented or replaced from time to time);
- **Qualified electronic signature("QES")** - is that qualified valid electronic signature accepted by the Bank, which complies with the validation requirements laid down by the (EU) Regulation (UE) no. 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/CE, and is based on a valid qualified digital Certificate (non-revoked/ non-suspended) upon signature, which *allows the long-term confirmation of (Long Term Validation)* the signature validity affixed upon signing;
- **Call Center Service** = telephone service provided to the Clients (including Card Users) by the bank by calling the phone number *2000 (regular rate number, usable from any mobile telephony network in Romania) and the

number + 4021 306 3007 or the one stated on the Commercial Card (regular rate number, usable from any network in Romania or abroad), available 24/7. The Call Center Service uses public telephone lines, which may not ensure an adequate level of information protection, by calling this service, the Client undertakes the risks of information disclosure arising from this situation.

- **Electronic Statement Service** (“ES Service”) – represents a service provided to the Client in the form of an electronic user account with customized access, which provides them throughout the business relation, with customized and free access to statements of Account in electronic format, made available by the Bank for the Payment Accounts and other Accounts mentioned in the ES Service Terms and Conditions of Use. The service is used for the communication by the Bank, under the Specific Agreements, of other information intended for the Client. The Electronic Statement is signed with an electronic signature under the law.

The ES service shall be automatically suspended while the Client uses and Internet-Banking Service and is automatically reactivated upon the termination of such agreement.

Throughout the suspension of the ES Service, the statements of account for any of the Payment Accounts are provided to the Client solely via the Internet Banking Service, pursuant to the provisions of the Specific Agreement regulating the provision of such service.

The ES service may be accessed on the Bank website, at the indicated address, and the first login is done using the security elements provided to the Client by the Bank in this regard. Under sanction of not having access to the ES Service, the changing of security elements upon the first login of the Client within the ES Service is mandatory. Details on the use of the ES Service may be found in the User Guide thereof, posted in the application associated with the service.

- **Raiffeisen Online Service** (“RO Service”) - represents the “internet banking” type of service provided to the Client by the Bank under the Specific Agreement. Depending on the Client category the Bank may provide several versions of this service, under different commercial names.

- **Smart Mobile Service** = represents the “mobile banking” type of service provided to the Client by the Bank under the Specific Agreement. Depending on the Client category the Bank may provide several versions of this service, under different commercial names

- **Due Amount** = any exigible amounts, due by the Client to the Bank for the products and services provided by the Bank and/or arising from the enforcement of legal/contractual provisions. Amounts Due include, without limitation: interest, increased interest, fees, taxes, expenses, subscriptions, borrowed amounts, amounts due to the Bank as a result of settling certain Client claims proven to be unfounded, any other amounts due to the Bank in on the basis of Specific Agreements or related thereto, regardless of whether it is reflected into the Current Account or in another Client Account opened with the Bank or into a record Account of the Bank.

- **Contactless Technology** = the Near Field Communication (NFC) technology that, by using radio waves, enables the performance of card Transactions by simply moving the Card or the mobile device with payment functions near to an EPOS terminal or other terminals compatible with such technology.

- **Terminal** = device with or without the Contactless Technology, compatible with the Card and/or mobile device with a payment function, used to initiate and authorize Card Transactions, as well as, without limitation to the following: ATM (Automated Teller Machine), EPOS (Electronic Point of Sale), Imprinter, MFM (Multi Functional Machine), another device with similar functionalities.

- **Card Transaction** = is the Payment Operation (deposit, withdrawal, transfer or collection of funds) performed by/on behalf of the Card User using a Commercial Card, including the Card registered with the e-Wallet, whose execution is based on a Payment Scheme infrastructure. As an exception, payment operation consisting of cash deposit carried out by means of the Commercial Card which allows the initiation and authorization of this type of payment order at MFM Raiffeisen Bank, it shall not be executed by means of the Payment Scheme related to the Payment Brand under which the Card is issued.

- **Card User** = is the natural person authorized by the Card Holder to dispose of the amounts from the Card Account for the purpose of performing Payment Operations, using the Commercial Card.

- **Digital User** = the person authorized by the Client to perform, in his name and on his behalf, any operations through payment instruments such as Internet-banking, Mobile-banking or Home-banking or other digital

services / applications made available to the Client by the Bank, within the limits and conditions established by the Specific Agreement.

- **Business Day** = day when the Bank performs activities that enables it to perform payment operations; With regards to the Bank, non-business day are considered to be: Saturdays, Sundays, national legal holidays, as well as any other days considered non-business by the corresponding Banks/External settlement systems in the case of payment operations to be performed thereby, similarly to the days when the Bank declares as non-business. In this situation, the Clients shall be informed in a timely manner. For purposes other than payments, Banking Day/Business Day shall be also considered a day when the Bank is open and operates for business transactions such as the ones mentioned in the context where this phrase occurs;

- **The following terms will be used in these CGB and any Specific Agreement with the meaning defined pursuant to Law no. 129/2019**, on the prevention and combating of money laundering and terrorism financing, as well as for the amendment and supplementation of certain normative acts; in case of any legal changes to these definitions, they are directly applicable, without any need to amend this document:

Art.2 Pursuant to this law, the terms and expressions below have the following meanings:

t1) “virtual currencies” means a digital representation of value that is not issued or guaranteed by a central bank or a public authority, is not necessarily attached to a legally established currency and does not possess a legal status of currency or money, but is accepted by natural or legal persons as a means of exchange and which can be transferred, stored and traded electronically;

t2) “digital wallet provider” means an entity that provides services to safeguard private cryptographic keys on behalf of its customers, to hold, store and transfer virtual currencies.;

Art. 3) - (1) Pursuant to this law, publicly exposed persons are natural persons that hold or important public positions, members of their families, as well as the persons publicly known as close associates of the natural persons that hold important public office.

(2) Pursuant to this law, important public positions are understood to mean: a) Heads of State, Heads of Government, Ministers and Deputy Ministers or Secretaries of State; b) members of Parliament or of similar central legislative bodies; c) members of the governing bodies of political parties; d) members of the supreme courts, constitutional courts or other high-level courts whose decisions may only be challenged by extraordinary means of appeal; e) members of the governing bodies of the courts of accounts or members of the governing bodies of the boards of central banks; f) ambassadors in charge of business and senior officers in the armed forces; g) members of the boards of directors and of the supervisory boards and persons holding the management positions of the autonomous administrations, of the companies with majority state-owned capital and of the national companies; h) directors, deputy directors and members of the board of directors or members of the management bodies within an international organization.

(3) Neither of the categories stipulated in paragraph (2) includes persons occupying intermediate or inferior positions.

(4) Pursuant to this law, family members of publicly exposed persons are:

a) the spouse of the publicly exposed person or the concubine thereof/person having a relation with the same similar to spouses; b) the children and spouses or concubines thereof, person having a relation with the same similar to spouses; c) the parents.

(5) The persons known as close associates of the publicly exposed persons are:

a) natural persons known as the beneficial owners of a legal person, of an entity without legal personality or of a legal construction similar to the same, together with any of the persons stipulated in paragraph (2) or as having any other close business relation with such person;

b) natural persons whose are the sole beneficial owners of a legal person, of an entity without legal personality or of a legal construction similar to the same, known as being established for the de facto benefit of one of the persons stipulated in paragraph (2).

(6) Notwithstanding the enforcement, based on a risk assessment of the additional measures of know your customers norms, after the expiry of a one-year period from the date when the person ceased to hold an

important public position within the meaning of paragraph. (2), the reporting entities no longer consider such person to be publicly exposed.

Art. 4. - (1) For the purpose of this law, a beneficial owner means any natural person who ultimately owns or controls the Client and/or the natural person in the name or for the benefit of which a transaction, operation or activity is performed.

(2) The term beneficial owner will include at least:

a) in the case of companies subject to the registration with the trade register and foreign business entities:

1. the natural person or natural persons holding or controlling in the last resort the company subject to the registration in the trade register through direct or indirect enforcement of the ownership right over a sufficient percentage of the number of shares or of the rights to vote or through its participation in the respective company's equity, including by holding bearer shares, or by exercising control by other means, different than a company listed on a regulated market being subject to the requirements of disclosure of information in compliance with the law of the European Union or with the equivalent international standards ensuring the adequate transparency of the information relating to the exercise of the ownership right. Holding 25% plus one shares or participation in the share capital of a company in a percent of more than 25% by a natural person shall be an indication of the direct exercise of the ownership right. Holding 25% plus one shares or participation in the share capital of a company in a percent of more than 25% by a foreign business entity, which is controlled by a natural person, or by several foreign business entities, which are controlled by the same natural person, shall be an indication of the indirect exercise of the ownership right;

2. in the event that, after making the best efforts and provided that there is no reasons of doubt, no person is identified in compliance with item 1 or if there is any doubt that the identified person is the beneficial owner, the natural person holding a senior management position, namely: director/directors, members of the board of directors/supervisory board, managers with powers delegated from the director/board of directors, members of the management board. Reporting entities keep a record of the actions taken with a view to identify the beneficial owners in compliance with item 1 and with this item, as well as of the difficulties encountered in the process of review of the identity of the beneficial owner;

b) in the case of trusts or similar legal constructions - all the following persons:

1. constitutor/constitutors, as well as the persons appointed to represent his/their interests according to law;
2. trustee/trustees;
3. beneficiary/beneficiaries or, if his/their identity is not identified, the category of persons in whose main interest the trust or a similar legal construction is set up or operates;
4. any other natural person exercising the control over the trust or the similar legal construction of the foreign law in the last resort by the direct or indirect exercise of the ownership right or by any other means;

c) as for the non-profit legal entities:

1. associates or founders;
2. members of the management board;
3. persons holding executive positions empowered by the board of directors to exercise its duties;
4. as for the associations, the category of natural persons or, if appropriate, natural persons in whose main interest they were established, respectively, in the case of foundations, the category of natural persons in whose main interest they were established;
5. any other natural person exercising the control in the last resort, by any means, over the non-profit legal entity;

d) as for the legal entities, others than those stipulated under letters a) - c), and of those entities that manage and distribute funds:

1. the natural person who is the beneficiary of at least 25% of the assets, respectively the shares of a legal entity or of an entity without legal personality, in the event where the future beneficiaries have already been identified;
2. the group of persons in whose main interest a legal entity or an entity without legal personality is established or operates, in the event that the natural persons benefiting from the legal person or from the legal entity have not been identified yet;

3. the natural person or natural persons exercising their control over at least 25% of the assets of a legal entity or of an entity without legal personality, including by exercising the power to appoint or revoke the majority of the members of the administrative bodies, of the management or supervisory bodies of the respective entity;

4. the natural person or natural persons ensuring the management of the legal entity in the event that, after making the best efforts and provided that there is no reasons of doubt, no natural person is identified in compliance with items 1-3 or if there is any doubt that the identified person is the beneficial owner, in which case the reporting entity is required to keep records of the measures applied for the purpose of identifying the beneficial owner in compliance with items 1-3 and this item.

2. GENERAL PRINCIPLES

2.1. Personal Data Processing

2.1.1. Relevant Definitions in the Context of Personal Data Protection

Personal Data = any information relating to an identified or identifiable natural person; an identifiable natural person is a person who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, psychological, economic, cultural or social identity of that natural person;

Personal Data Processing = any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

The right to be informed = the right of the data subject to be informed about the processing of their personal data, including information about the identity and contact details of the data controller and of the Data Protection Officer, the purposes for processing their personal data, the personal data categories concerned, the recipients or categories of data recipients, the existence of the rights provided by the legislation regarding the protection of personal data for the Data Subject and the conditions under which they can be exercised;

The right of access = the right of the data subject to obtain from the data controller (such as the Bank and the Credit Bureau - in Romanian "Biroul de Credit"), the confirmation as to whether or not personal data concerning him or her are being processed and, if so, access to the personal data and to relevant information regarding the processing of their personal data;

The right to rectify = the right of the data subject to obtain, , inaccurate personal data rectified, as well as the right to have incomplete personal data completed;

The right to erasure ("the right to be forgotten") = the right of the data subject to obtain, if and to the extent to which the legal provisions are observed, the erasure of the personal data concerning such person;

The right to restrict processing = the right of the data subject to obtain, if and to the extent to which the legal provisions are observed, the marking of the stored personal data, for the purpose of limiting the subsequent processing thereof;

The right to data portability = the right of the data subject to receive the personal data in a structured manner, commonly used and machine-readable format, as well as the right for such data to be submitted by the data controller (such as the Bank) to another data controller, if and to the extent to which the provisions of the law are observed;

The right to object = the right of the data subject to object, at any time, for grounded and legitimate reasons related to their particular status, to processing of personal data concerning such person, if so and to the extent to which the provisions of the law are met. When the purpose of processing of personal data concerning such person is direct marketing, the data subject is entitled to object the processing of personal data for such purpose at any time;

The right to not be subject to an individual decision = the right of the data subject to request and obtain the withdrawal, cancellation or reassessment of any decision solely based on processing carried out by automated

means (including profiling) which generates legal effects for the data subject or similarly affects the same in a significant manner;

The right to address a court of law or the National Supervisory Authority for Personal Data Processing = the right of the Data Subject to address a claim to the National Supervisory Authority Personal Data Processing, respectively to address a court of law in order to defend any rights guaranteed by the applicable laws in the field of personal data protection that have been breached.

Raiffeisen Group = the group composed of the following entities: Raiffeisen Bank S.A., Raiffeisen Broker de Asigurare - Reasigurare S.R.L., Raiffesien Leasing Financiar IFN S.A., Aedificium Banca pentru Locuinte S.A., SAI Raiffeisen Asset Management S.A., Raiffeisen Bank International AG and the entities that are part of the Raiffeisen Bank International AG Group. More information is available to the link below <https://www.raiffeisen.ro/despre-noi/cine-suntem/raiffeisen-bank-international/>.

2.1.2. Personal Data Operator

In order to provide the banking services assumed by these GBC, the Bank shall process personal data according to the provisions of the General Data Protection Regulation no. 679/2016 ("GDPR"), as well as those of the subsequent related legislation.

2.1.3. Data Subject Categories

The personal data processed by the Bank belong to the following Data Subject Categories: The self-employed person Client, natural person entrepreneur Client, owner of the individual enterprise, natural person Client who independently carries out, in accordance with the law, a regulated profession, legal or conventional representatives of the Client/potential Client (including the Declarant or Contact person indicated in the contents of the dedicated form of Legal Person/Entity without Legal Personality interested in the Bank products and services), Guarantors, Trustees, Beneficial Owners, Contacts appointed by the Client, Client's authorized persons, collaborators, employees, shareholders, partners and/or any other categories of relevant natural persons in the context of the contractual relation between the Client and the Bank, whose data is disclosed to the Bank by the Client, by Data Subjects or which could be processed in the context of the relation between the Bank and the Client, including their family members (husband/wife, parents and children who live or household with Data Subjects), in the context of requesting the suspension of the monthly payment obligation under the circumstances of COVID-19 pandemic if applicable (hereinafter generically jointly referred to as "Data Subjects/Data Subject"). These personal data are submitted with the Bank at the onset of the contractual relations with the Client or are disclosed to the Bank throughout the performance thereof. The Bank may process the personal data belonging to data subjects even after the termination of the contractual relations with the Client, in order to comply with the legal obligations incumbent upon it, including the incidental archiving obligations. Insofar as the Client discloses to the Bank, the personal data of the contact appointed by them, of the legal or conventional Representatives, of the Guarantors, Trustees, Beneficial Owners, proxies, collaborators, employees, partners, shareholders and/or any other natural persons, for or in connection with GBC or with any Specific Agreements, given that the Bank does not benefit from a practical way of directly ensuring the information of these categories of persons (for example, if the Client submits the data of data subjects to the Bank), the Client must inform these persons in advance relating the personal data processing, according to the details provided herein. The Client shall take measures in order for this disclosure to be made according to any applicable requirements, including those regarding the information and acquiring the consent of the data subjects, if applicable, so that the Bank can process the personal data for the purposes provided in the GBC and in the Specific Agreements, without the need for fulfilling any other formality. The Client is required to inform, beforehand, these Data Subjects as regards the personal data processing, according to the details exposed in this section, and in the cases in which these Data Subjects directly provide personal data which concern them, to the Bank.

Moreover, the Client should make sure that he/she sends only accurate and updated data to the Bank, in relation to these categories of Data Subjects. Also, if the Customer provides the Bank with personal data belonging to other categories of Data Subjects, the Customer is obliged to provide only accurate and up-to-date data. In this regard, the Bank may use the contact details of such categories of Data Subjects to inform the persons concerned about the processing of their personal data, if applicable.

Particularly, in the event that in the context of submission of a request for suspension of the monthly instalment payment obligation according to the Government Emergency Ordinance no. 37/2020 on granting facilities in relation to loans granted by credit institutions and non-banking financial institutions to certain categories of borrowers (“**GEO 37/2020**”) or at a subsequent time in the context of this request, the Client provides personal data of his/her family members / of other categories of Data Subjects (data relating to their health, social, financial, professional condition or any other relevant data in relation to them in the context of the respective request) the Client is responsible for ensuring that he informs his family members with a view to their personal data processing by Raiffeisen Bank, prior to the submission of their data to Raiffeisen Bank according to the provisions laid down herein.

The Bank may use the contact information of the data subjects for communicating with them in the context of the GBC and of the Specific Agreements, in which case the contact information is used by taking into account the capacity attributed to the data subject towards the Client.

2.1.4. Terms and Purposes of Personal Data Processing

The Bank processes personal data for the following purposes, as follows:

2.1.4.1. In order to comply with a legal obligation, the Bank processes the personal data for: concluding the contractual documentation, carrying out and managing the relationship with the Client for providing the execution and improvement of the banking services provided, including by implementing in the Bank computer applications the data within the ID document, according to the applicable legal requirements; the identification of Clients in order to prevent money laundering and to combat terrorism financing, including by creating and using warning lists; the performance of Client identification operations and of updating Client information in the context of the contractual relation, as well as restricting / blocking access to certain banking products and / or services, after the expiration of the notice period for updating the data, according to the legal obligations; fraud prevention and reducing the risks associated with fraud and corruption and the guaranteeing of banking secrecy, including by verifying the authenticity of the ID document provided and by taking the necessary steps for Client identification; ensuring compliance with applicable legal requirements in the field of financial investment services, including providing expert advice and support to the Bank's employees in this area; checking compliance with internal regulations and local legal/regulatory requirements; checking compliance with the internal regulations and the local statutory/regulatory requirements; requesting the assigning of the Fiscal Registration Code by ANAF, for non-resident Clients who do not have a Fiscal Identification Code issued by the Romanian Fiscal Authorities; transaction reporting and other legal reporting, including in the context of FATCA and CRS; for the purpose of receiving, assessing and managing the Client's request for the suspension of the monthly instalment payment obligation, in the context of COVID-19 pandemic; conducting internal audits, controls and investigations; administrative-financial management; managing conflicts of interests; managing the audits performed by the authorities; preventing market abuse; fulfilling the obligations of banking supervision concerning the Bank and the Raiffeisen Group entities and reporting to the Raiffeisen Group entities or to the supervisory authorities and other internal reporting; the compliance with the prudential requirements applicable to credit institutions and the groups to which they belong, including requirements for fiscal due diligence; data analysis for reporting to regulators, risk portfolio analysis, advanced analytics to improve the effectiveness of compliance monitoring and verification, data management through single systems across the Raiffeisen Group; credit risk management by creating profiles; assessing the eligibility for the provision of standard or customized banking products and services (including during the granting/approval stage) and / or in order to take a decision regarding the initiation and / or continuation of the business relationship, by collecting and verifying the documents and information necessary for this purpose, as well as by analysis and creating profiles in order to assess the solvency, reduce the credit risk and determine the degree of indebtedness, including verification of risk criteria, calculation of payment behaviour rating/transactional rating, calculation of turnover, determination of risk class; the assessment of the investment behaviour by creating profiles; portfolio management; liquidity management and balance sheet optimization; the provision of banking services consisting of payment transactions / involving banking transactions - (a) initiated by a data subject (as defined in section 2.1.3 above), as a payment initiator or (b) initiated to a data subject, as payment beneficiary, including the generation of a document attesting the performance of the respective operation (confirmation of the

operation - if applicable, and statement of account, respectively); the processing of payment/collection operations through the SWIFT, SEPA, SENT, REGIS, TARGET systems, as applicable; the proper performance and facilitating of banking transaction processing operations, including the quality management of the data related to the transaction processing operations and the assurance of a unitary way of filling in the mentions on the payment orders within the electronic messages used in this context; **setting up and managing the garnishments, providing information on garnishment amounts to enforcement bodies or authorities;** the provision of information concerning accounts in the case of requests made by the Client through an Account Information Service Provider; the execution of payment orders initiated by the Client through a Payment Initiation Service Provider; the provision of banking services consisting in the payment of invoices to the MFMs of the Bank, through Raiffeisen Online/ Smart Mobile Service or through Post Offices; the provision of the direct debit service; the provision of the cash distribution service through the network of the Bank branches; the assurance of security within the Bank's premises; the safekeeping, storage (pre-archiving) and archiving of documents; the data quality management; the implementation of security measures for personal data; the use of information systems and IT services, including for the storage of data processed through the specific applications / systems used, the management of complaints and notifications received regarding or unrelated to the contracted banking products and / or services.

In the event that the Client submits to the Bank any information related to his disease or of any of the other categories of Data Subjects COVID-19 disease, the Bank shall process this category of data exclusively for major public interest reasons, under the GEO no. 37/2020, which was adopted precisely in the major public interest for the purpose of taking actions to fight against the negative effects of COVID-19 influencing the economic situation of certain categories of debtors. In this context, art. 5 para. (3) of the Norms for implementing GEO 37/2020, approved under the Decision no. 270/2020 set forth under art. 5 para. (3) that the debtor should indicate in the request addressed to the creditor the reason which leads to the impossibility of fulfilling the loan payment obligations, indicating inclusively the COVID-19 disease as a possible cause.

In order to meet the aforementioned objectives, the Bank shall also resort, to the extent necessary, to its legitimate interest in carrying out its object of activity and/or to the agreement between the Client and the Bank.

2.1.4.2. For the conclusion and execution of the agreement between the data subject and the Bank, the latter processes the personal data, to the extent to which the data subject is a party of the agreement between the Client and the Bank (e.g., the self-employed person / the natural person who owns the individual enterprise / natural person carrying out a regulated profession independently, according to the law / the natural person guarantor) **for:** **collecting documents and information necessary for the conclusion of contracts related to financial-banking products and services, including for carrying out a risk assessment in order to make a decision on the application for a financial-banking product or service;** the development and management of the contractual relation in order to provide financial and banking products and services **(including online services and the functionalities and operations available through these services),** including by communicating certain relevant aspects during the business relationship, including by assigning, updating or modifying a Customer Manager, including in the context of handling the Client's request for the suspension of the monthly instalment payment obligation in the context of COVID-19 pandemic; the provision of the technical support and maintenance activities necessary for the development and management of the contractual relation; **registrations in the RNPM, as appropriate;** the provision of information concerning accounts in the case of requests made by the Client via an Account Information Service Provider; the execution of payment orders initiated by the Client via a Payment Initiation Service Provider; the optimization of financial-banking services, including by the provision of technical support and maintenance activities; the management of incidents that may occur during the execution of the agreement between the Client and the Bank, by the elaboration and drawing up of warning lists, for example, in the case of an unauthorized overdraft; the data quality management; the conclusion and/or execution of insurance agreements; the assessment of the goods proposed under guarantee; the monitoring of all the obligations assumed by any of the Raiffeisen Group entities; the collection / recovery of debts and carrying out the prior activities thereof; the finding, exercising or defending of certain rights of the Bank before a court of law; the management of complaints and notifications received concerning the contracted banking products and /or services.

In order to meet the aforementioned objectives, the Bank shall also resort, to the extent necessary, to its legitimate interest in carrying out its object of activity.

2.1.4.3. In order to observe the legitimate interests of the Bank, in the context of carrying out its object of activity, the Bank processes the personal data of data subjects for: **the obtaining and** the submission of the data to the Credit Bureau before entering into and throughout the credit relation within the object of the rules concerning the Credit Bureau - for this processing purpose, the Bank and the Biroul de Credit SA act as joint controllers; the provision of information regarding accounts in case of requests made by the data subject via an Account Information Service Provider and the performance of the payment orders initiated by the Data Subject (as defined in section 2.1.3 above) via a Payment Initiation Service Provider, if such activities involve the processing of data belonging to other Data Subjects besides the Bank Client; the facilitation of the observance by the Bank of its supervisory obligations concerning the Raiffeisen Group entities, inclusively by communication of information to the entities within Raiffeisen Group, regarding Prospective clients (leads) who have expressed their interest regarding one of the products of another entity within Raiffeisen Group – for this processing purpose the Bank and the relevant entity within Raiffeisen Group act as associate operators; the assurance of an adequate level of identification of the Clients of the Raiffeisen Group entities; information procurement concerning the performance of the insolvency procedure regarding data subjects by accessing the Insolvency Procedures Bulletin; obtaining information on the data subjects by accessing the database of the National Trade Register Office; the conducting of profiles and analyses to prevent and reduce the risks of fraud by creating and using warning lists; optimization the internal processes, regulations and flows, including by detecting anomalies on current accounts and in transactions; ensuring the possibility of exercising the Bank's rights by conducting research in order to identify the assets held by the data subjects that are included in the Bank's records with outstanding amounts; profiling and segmentation activities for the purpose of analysis and marketing, including from the perspective of the risk of insolvency, inclusively by communication of information to the entities within Raiffeisen Group, including for the purpose of providing the most suitable products and services, by assessing the data provided directly by the data subjects, the data generated by the Bank with regards to the Data Subjects and the data collected by the Bank from external sources (such as data related to the warning lists and other lists made and kept at Bank level, such as the garnishment lists, disputes lists; transactional data or data resulting from the use of the Bank's products and services; data on the relation history with the Bank or with other Raiffeisen Group entities; data collected from public sources and from the Bank's contractual partners); **selection**, profiling activities for analysis and marketing purpose, of communication of personal data to the entities within Raiffeisen Group and contracting for the promotion of the products or services of the entities within Raiffeisen Group with which the Bank may act as associate operator for this purpose, the improvement of the banking products and services provided, as well as data subject experience, including by optimizing the financial-banking services, internal flows and regulations, optimizing costs and budgets and by providing technical support and maintenance activities; Client segmentation; concluding, conducting and managing the contractual relation with the Client, in order to provide the products and services contracted by the Client, including in the context of handling the Client's request for the suspension of the monthly instalment payment obligation in the context of COVID-19 pandemic, in the case in which the Data Subject is not a party to the Client's agreement concluded with the Bank (including the online services and the functionalities and operations available via such services); the assurance of the technical support and maintenance activities necessary for the development and management of the contractual relation; the proper performance of transactions; data quality management; the conclusion and/or execution of insurance agreements; the assessment of the goods proposed under guarantee; the monitoring of all the obligations assumed by any of the Raiffeisen Group entities; the debt collection/debt recovery and the prior activities thereof; the finding, exercising or defending certain Bank rights in court; the conclusion, implementation and management of execution of the agreements concluded with other Clients of the Bank (legal entities) for the provision of banking services including those consisting in the payment of the invoices to the MFMs of the Bank, through Raiffeisen Online/ Smart Mobile Service or through the Post Offices, the provision of the direct debit service, the provision of the cash distribution service through the network of the Bank branches, the design, development, testing and use of IT systems and IT services (including storing databases in the country or

abroad); the advertising, simple marketing and advertising as well as the preparation/personalisation of offers (to the extent that the personalisation techniques do not attract the consent referred to in point 2.1.4.4. below), including the use of data obtained from the Credit Bureau in the context of the monitoring of the active credit portfolio in order to personalise such offers, including to promote the products of contractual partners through online channels such as social networks; commercial communications by means of communication not covered by direct marketing rules (e.g., by letter, telephone call made by a human operator); streamlining the process of creating and carrying out marketing campaigns/campaigns, by collecting information on how Data Subjects interact with marketing communications sent by the Bank, e.g. by e-mail and/or SMS, and by generating statistics/aggregated data/information on the effectiveness of the marketing campaigns/campaigns carried out; documenting how contracts are executed with contractual partners whose products are promoted by the Bank; analysing how the Data Subjects interact with the marketing communications sent out; managing the options of the Client - legal person / entity without legal personality,- regarding the direct marketing addressed to him (insofar he has expressed his agreement in this respect - see point 2.1.4.6. below), by using the Legal Representatives' contact details provided to the Bank; statistics; managing complaints and notifications concerning contracted banking products and/or services, as well as regarding aspects that do not concern contracted banking products and/or services; issuing the account statements for the representatives (except for the account representatives), the agent of the account holder; the inclusion of non-commercial messages in the account statements, the management of incidents that may occur during the execution of the contract between the Client and the Bank, the verification of compliance with internal policies and regulations ; transmitting the information on account garnishments (unless prohibited by law).

2.1.4.4. Under the express consent of the Data Subject, upon the conclusion of the contractual relation with the Client and/or in other situations, by any other forms / means provided by the Bank, as applicable, for:

- the processing of contact data that the Data Subject has provided to Raiffeisen Bank S.A. and periodically updated, for marketing purposes addressed to individuals, by (i) the Bank, directly and/or through its contractual partners and/or by (ii) the Raiffeisen Group and/or by (iii) the Bank's contractual partners, as the case may be, of communications of information and/or offers on products, services and activities, which may be of interest to the Data Subject in person (regardless of his / her possible relationship with a Client legal person / entity without legal personality of the Bank), and/or other entities in the Raiffeisen Group and/or its mentioned partners, as well as by the Bank, directly or through their contractual partners and/or through other entities in the Raiffeisen Group, of marketing studies regarding the Bank's current and/or future products, services and activities and/or other entities in the Raiffeisen Group and/or its contractual partners;;
- solvency analysis, credit risk, the degree of indebtedness and other behavioural details necessary to generate customized offers of banking products and services upon request of the Data Subject or Client, including by accession the ANAF databases, as well as any other databases made available by public authorities, to the extent to which consent is required pursuant to the legal provisions;
- the processing of personal data by the Bank and/or the Raiffeisen Group, directly and/or through their contractual partners, in order to generate of customized offers and communications based on the analysis of preferences and other aspects related to the Data Subject (such as his/her behaviour), by using computerized techniques (for example, cookies, pixels and / or other similar technologies) that involve performing an automated decision-making process (including the creation of profiles) that can produce legal effects for the Data Subject (as defined in section 2.1.3 above) or which can similarly affect the data subject to a significant extent. In this regard, in order to submit customized offers and communications matching the interests of the Data Subject, including through online channels such as social networks, to the greatest extent possible, the Bank and/or the other entities of Raiffeisen Group may process all or only part of the data provided directly to the Bank, arising from the use of the applications made available by the Bank, including the online applications through which the Bank provides Internet banking / mobile banking services, the data provided by the Bank's contractual partners, as well as the data resulting from the payment transactions recorded for the accounts / cards. The computerized techniques / algorithms used allow the Bank and/or the other entities of Raiffeisen Group to identify preferences regarding some of the categories of products and services made available by the Bank, by members of the Raiffeisen Group and/or their contractual partners. As a result of the preferences

thereby outlined and of other details that arising from the behavior in the context of the contractual relation, the Bank and/or the other entities of Raiffeisen Group shall provide the data subjects with offers and communications primarily focused on the categories of products and services that may be of interest to them. The processing of personal data for this purpose implies the benefit of providing the data subject with offers matching the interests thereof to the greatest extent possible. Moreover, taking into account the fact that the Bank and/or the entities of the Raiffeisen Group wants to provide customized offers, depending on the preferences and interests expressed, the Data Subject acknowledges that it is possible that the offers regarding products and services for which the Data Subject didn't previously manifested its interest may not be brought to his notice.

The consent expressed with regards to the aforementioned processing activities may be withdrawn at any time, without affecting the legality of the processing activities performed prior to the withdrawal by sending a written request, dated and signed, to the addresses of any of the Raiffeisen Bank SA units (for the complete list of units, access the page <https://www.raiffeisen.ro/retea/>) or by sending an e-mail to the Bank in this respect, to the following e-mail address: centrala@raiffeisen.ro or through the Call Center Service, calling no. phone * 2000 - with normal rate, available from any mobile phone network in Romania .; 004 021 306 3002 - with normal rate, available from any phone network in Romania or abroad; 0800 800 555 - free telephone line dedicated to clients with financial difficulties; Legal entities: 004 021 306 3007 with normal rate, available from any phone network in Romania or abroad.

The data collected for the aforementioned purposes may also be processed for subsequent purposes, but only to the extent to which such subsequent purposes comply with the initial purposes for which the data was collected. In this regard, the Bank shall take the necessary measures to assess purpose compatibility, pursuant to the legal requirements.

2.1.4.5. Profiling and Automated Decision-Making Processes

In order to observe the aforementioned processing purposes, in certain situations (e.g., in the context of applying the Client identification measures in order to prevent money laundering and to combat terrorism financing, including by the creation and use of warning lists; in the context of risk assessment carried out with a view to making a decision on the application for a credit product, i.e. with a view to providing banking services related to credit products; in the context of fraud prevention and identification, etc.); for purposes of profiling or segmentation-based analysis etc), the processing of personal data by automated means is necessary (including from the perspective of transactions, i.e. gambling and/or betting activities).

Such processing activities may also imply the assessment of certain aspects related to the data subjects for the purpose of analyzing or predicting certain characteristics with regards thereto, such as their economic situation, their reliability or their behaviour.

Based on these processing carried out by automated means, decisions are made, with or without human intervention, which can lead to legal effects for the data subjects (e.g. the refusal to provide a banking product or service) or may affect the same to a significant extent (e.g., affecting the financial situation of the Data Subject, such as eligibility for a credit product or the conditions under which such a product can be obtained).

When such decisions are made without significant human intervention (respectively, an intervention that cannot influence the result of an automated processing), data processing implies an automated decision-making process. In case of processing activities that imply such an automated decision-making process, the Data Subject has the following rights, aside from the rights stipulated in section 2.1.9 below:

- to obtain from the Bank and/or, as the case may be, the entities of the Raiffeisen Group the human intervention, concerning the automated decision-making process;
- to express their point of view concerning the automated decision-making process; as well as to
- object to the decision made solely based on the automated processing which generates legal effects or which similarly affects the data subject to a significant extent.

The rights may be exercised by submitting a request in this regard (in hard copy/electronic format, by e-mail) to: centrala@raiffeisen.ro or by contacting the Personal Data Protection Officer within the Bank, using the following e-mail address: dpo@raiffeisen.ro.

2.1.4.6. Direct marketing activities addressed to the Client - legal person / entity without legal personality

Also, based on the direct marketing consent of the Client-legal person / entity without legal personality - expressed upon opening of the contractual relationship with the Bank or subsequently, through any other forms / means provided by the Bank, the Bank, the entities of Raiffeisen Group and/or the contractual partners of the Bank, shall send direct marketing communications to the Client - legal entity / entity without legal personality, - by using the contact details of its Legal Representatives (individuals) provided at the opening of the contractual relationship with the Bank or updated at a later date, by any other forms / means provided by the Bank. In this regard:

- the contact data of the Legal Representatives provided in relation to the Bank, through the form dedicated to persons being in relationship to a Client -legal person / entity without legal personality- or through any other forms / means provided by the Bank, shall be used based on the legitimate interest (according to those mentioned in point 2.1.4.3. above);
- direct marketing communications may consist in transmission of information and/or offers regarding the products, services and activities of the Bank and/or the entities of Raiffeisen Group and/or their contractual partners, as well as for conducting marketing studies on current and/or future products, services and activities of the Bank and/or the entities of Raiffeisen Group and/ or their contractual partners;
- any processing related to such communications may be carried out on the Romanian territory and/or abroad, directly by the Bank and/or its contractual partners and/or the entities of Raiffeisen Group and/or their contractual partners.

The consent expressed by the Client - legal person / entity without legal personality- regarding the above direct marketing activities is voluntary, and its withdrawal can be done at any time (without affecting the legality of direct marketing activities performed before its withdrawal), by sending a written request, dated and signed, at the addresses of any of the Raiffeisen Bank SA units (for the complete list of units, access the page <https://www.raiffeisen.ro/retea/>) or by sending an e-mail to the Bank in this regard, to the following e-mail address: centrala@raiffeisen.ro or by through the Call Center Service, calling no. phone* 2000 - with normal rate, available from any mobile phone network in Romania .; 004 021 306 3002 - with normal rate, available from any phone network in Romania or abroad; 0800 800 555 - free telephone line dedicated to clients with financial difficulties; Legal entities: 004 021 306 3007 with normal rate, available from any phone network in Romania or abroad. By reference to the powers of representation of the Legal Representatives of the Client -legal person / entity without legal personality - such request has to make full proof of its manifestation of will expressed in a validly and unrestricted way.

2.1.5. Personal Data Categories

In order to fulfil the aforementioned processing purposes, the Bank shall process:

- data directly provided by the Data Subject, including in the context of accessing the Bank's products and services or using the applications provided by the Bank;
- data acquired from the following external sources: The Client, another Data Subject (as defined in section 2.1.3 above), Credit Bureau (if applicable), National Trade Register Office, Central Register of Beneficial Owners, Insolvency Procedures Bulletin, public authorities and institutions, including the National Register available on the website of the Ministry of Justice, the list of notaries public available on the website of the National Union of Romanian Notaries Public, the list of lawyers available on the website of the National Union of Romanian Bars, the list of court bailiffs available on the website of the National Union of Court Bailiffs, the Electronic Public Register of certified auditors available on the website of the Public Authority for Public Supervision of the Statutory Audit Activity, the Registers available on the website of the Romanian College of Psychologists, the List of Mediators available on the website of the Mediation Board, the Ministry of Public Finance, National Bank of Romania, Financial Supervisory Authority, the Bucharest Stock Exchange, bodies with criminal investigation attributions, if necessary, ANAF and its subordinate units, courts, the National Council for Dispute Settlement or other jurisdictional bodies that have the legal competence to request bail, public administration authorities in the context of expropriation procedures, contractual partners (such as, debt

collection/debt recovery agencies, service providers), Raiffeisen Group entities, the Bank's contractual partners, the appraiser indicated for the goods offered as collateral (if applicable), notaries public (if applicable), the insurance or reinsurance company (if applicable), credit institutions, public sources (i.e., public registers, World Check, press, lists or documents accessible to the public regarding insolvency of natural persons, information found/published directly on the stock exchanges' websites), initiators of the payment operations, the bailiffs, other enforcement bodies and authorities that may institute protective measures and attachments on the accounts of the Target Persons opened with the Bank, holders of direct debit mandates, the Co-debtor as applicant for the account statement, the authorized person of the account holder as applicant for the account statement, other Data Subjects (e.g. in the context of debt collection/recovery actions); data on the establishment of garnishment and the status of execution files, enforcement data, data collected directly from the Customer or other Data Subject/generated by service providers in the context of debt collection/claims recovery actions, such as debt collection/claims recovery agencies [data resulting from call recording (if applicable, identity data, contact details, financial situation, reason for non-payment, voice, type of relationship with the Customer, information on payments made/products/services contracted by the Customer, issues complained of/requested), data on services provided in the context of debt collection/recovery actions (where applicable, actions taken and details thereof)].

In order to carry out identification and registration operations in accordance with Article 24 of Regulation (EU) No, 910/2014 on behalf of the Qualified Trust Service Provider, the Bank processes the following categories of personal data: first name, surname, personal identification code (CNP), series and number of the identity card/other document on the basis of which the identification is made (e.g. passport, certificate of residence), as well as other information that these documents may contain (e.g. date and place of birth, citizenship), signature, contact details (e.g. telephone number, e-mail), video recordings* of the interaction with the Bank's agents for the purpose of verifying the identity of the Data Subject. In order to provide to the Data Subject a qualified certificate for electronic signature issued by a trusted service provider, the Data Subject must provide to the Bank an e-mail address and a mobile phone number.

- the data generated by the Bank based on the data directly provided or collected from external sources

The following categories of personal data are collected from these external sources or are generated thereof by the Bank or on directly provided data: last name, first name, e-mail address, telephone number, personal identification number, ID document/passport number and series, share held within the Client's structure - if applicable, position held within the Client - if applicable, marital status - if applicable, signature and signing date - if applicable, address, date and country of birth, fiscal residence, tax identification number, citizenship, other data resulting from identity documents, data resulting from the verification of the conditions necessary for accessing the Bank's services, information regarding the suspension of the monthly instalment payment obligation in the context of COVID-19 pandemic, user code, password, PIN code, series and token number, data concerning the transactions made, data concerning the rights and the roles granted for the use of the applications related to the Bank services, data concerning the authentication for the use of the services, data concerning possible refusals for granting access to account information or the initiation of payment transactions or resulting from the lack of access to the Bank's services, the Client identification code, transaction data, information resulting from SWIFT messages, information resulting from non-compliance reported by any person, account data, data on operations performed in the context of using the applications related to the services (including online applications) or resulting from the use of such applications, internal identification code, information resulting from non-conformities reported by any person, trading data, place of birth, date of commencement and date of termination of the position held within the Client, data relating to the VAT regime, publications in the Bulletin of Insolvency Proceedings, debts to the State budget, public data regarding the casefiles to which the Client or Data Subjects are a party (case number, court, parties, subject matter, stage, hearing dates, solutions, other public information relating to the casefiles), information about the right to practice a regulated profession and the form of practicing that profession, data provided by courts, the National Council for Dispute Settlement or other jurisdictional bodies that have the legal competence to request guarantees, data provided in the context of expropriation procedures, information regarding insurance products, data about committing certain offences, data on criminal prosecution, data on criminal conviction and related security measures, risk cost at client level,

the period for which the account statement is generated, where applicable, the initial and final balance, turnover, interest accrued on the statement date, maturity date, total capital repayments, total repayments current and penalty interest, card type, card number, date and month of card expiration, CVV / CVC code, IBAN number, number of installments, reasons for card blocking, Client type, days overdue, amount overdue, overdue management data, including segmentations in the context of debt collection/recovery actions, data resulting from marketing campaigns/actions.

Refusing to provide personal data may determine the impossibility of providing banking services and / or fulfilling the Bank's other processing purposes.

2.1.6. Categories of Recipients

In order to meet the processing objectives, the Bank shall or may disclose personal data to the following categories of recipients: The data subject, the debtors of the mortgaged claims (if applicable), the data subject's legal or conventional representatives, the Client's legal or conventional representatives, the Bank's representatives, other natural or legal persons who process personal data on behalf of the Bank, the appraiser indicated for the assets proposed as collateral (if applicable), notary publics (if applicable), the Chamber of Commerce and Industry of Romania - in the context of the registrations in the RNPM (if applicable), the Raiffeisen Group entities, the contractual partners of the Bank and of the Raiffeisen Group entities, the Bank signatories concerning the processing of personal data, the Bank associated operators concerning the processing of personal data, the judicial authority, the central public authorities (including those with responsibilities in the field of preventing and combating money laundering and terrorism financing), and the local public authorities, including NBR, ANAF and its subordinate units, international organizations, service and goods providers, credit bureaus, insurance and reinsurance companies, professional organizations, market research organizations, qualified trusted service providers, debt collection / debt recovery agents, bailiffs, other enforcement bodies and authorities that may institute protective measures and attachments on the accounts of the Data Subject opened with the Bank, national and European institutions that provide the joint financing and / or guaranteeing of the Client in relation to the Bank, the Agency for Payment and Intervention for Agriculture (APIA), the National Credit Guarantee Fund for Small and Medium Enterprises, the Rural Credit Guarantee Fund, the European Investment Fund - to the extent to which such is necessary, the authorities / bodies with criminal responsibilities, the banking institutions in the context of payments initiated by the Bank Client, the beneficiary of the payment initiated by the Bank Client, the National Trade Register Office, the Providers of information services concerning the accounts, the Providers of payment initiation services, bank institutions in the context of payments initiated by the Bank's Client, the beneficiary of the payment initiated by the Bank's Client, the National Trade Registry Office, Information Services Providers regarding accounts, Payment Initiation Services Providers, bank institutions participating in the Interbank Convention on direct debit, in the event of direct debit mandates of interbank type; the representatives of the National Company Romanian Post Office in the context of cash collection service through Post Offices, providers / operators of social networks and who may have the quality of operators, associated operators together with the Bank or authorized persons of the Bank..

2.1.7. Duration of the Processing

In order to meet the aforementioned processing objectives, the Bank shall process personal data during necessary to fulfil the purposes of the processing, such as for the duration of the course of the banking services, as well as later, when a legitimate business necessity occurs in order to proceed as such (for example, in order to provide the data subject with the information required or in order to comply with our legal, tax and accounting obligations). Following the expiry of legal deadlines for archiving, the Bank may decide to anonymize the data, thus making them non-personal data and continue the processing thereof for statistical purposes.

2.1.8. The Transfer of Personal Data Abroad

Currently, in order to meet the aforementioned objectives, the Bank may transfer certain personal data categories outside Romanian borders. In order to fulfil the above-mentioned purposes, the Bank will transfer, in accordance with the legal provisions applicable to the Raiffeisen Group, Data Subjects' transaction data (e.g. payments, transactions, SWIFT messages and message content), accounts, AML data, compliance data.

Such a transfer within the EU / EEA is also done in the context of messaging services (e-mail) with the cloud computing component offered by Microsoft with data centers in Europe.

The Bank may also transfer data outside the EU/EEA (to Serbia, Kosovo, US and UK), in which case the Bank shall establish the personal data transfer based on the standard contractual clauses adopted by the European Commission or other guarantees recognized by the law, insofar as the third country the data is transferred to is not recognized by the European Commission as providing a personal data protection level similar to that ensured in the EU (this is the case, for instance, of the UK)..

The aforementioned countries may be changed throughout the performance of the activity. An updated list with the countries where personal data is transferred is available by accessing the Personal Data and Confidentiality Protection Policy, available at the following link <https://www.raiffeisen.ro/despre-noi/politica-de-confidentialitate/> or by sending a request to centrala@raiffeisen.ro or contacting the Data Protection Officer at the Bank level, at the following e-mail address: dpo@raiffeisen.ro.

In order to obtain a copy of the transfer guarantees implemented by the Bank, please submit a request in this regard (in hard copy/electronic format, by e-mail) to: centrala@raiffeisen.ro or by contacting the Personal Data Protection Officer within the Bank, using the following e-mail address: dpo@raiffeisen.ro.

2.1.9. Rights of the Data Subjects

Data subjects have the following rights in the context of processing of personal data: the right to be informed, the right of access, the right to rectify, the right to erasure ("the right of being forgotten"), the right to restrict processing, the right to data portability, the right to object, the right to not be subject of an individual decision and the right to address the National Supervisory Authority for Personal Data Processing (according to the information available at www.dataprotection.ro) or the competent courts of law, to the extent to which the Data Subject believes such measure to be necessary.

It is possible that, following the request to delete the data, the Bank will anonymize these data (thus depriving them of personal character) and will continue in these conditions the processing for statistical purposes.

2.1.10. Additional Information and Contact Data for the Data Protection Officer

For additional details concerning the processing activities carried out by the Bank, as well as concerning your rights in this context, please send a written request to the addresses of the Bank units (for the full list of units, access the <https://www.raiffeisen.ro/retea/> page) or an e-mail to the Bank in this regard at the following address: centrala@raiffeisen.ro.

Furthermore, you have the possibility to contact the Data Protection Officer within the Bank, using the following e-mail address: dpo@raiffeisen.ro.

Updated information concerning the processing activities performed by the Bank are available by accessing the Data Protection and Confidentiality Policy, available at the following link <https://www.raiffeisen.ro/despre-noi/politica-de-confidentialitate/>. The information regarding the processing of personal data of the Data Subjects in the context of the different products and / or services of the Bank are provided through the information documents specific to those products and / or services that were or will be made available to the Persons in the context of personal data collecting.

2.1.11. In its relation to the Legal Representatives/Authorized Representatives/Contacts/Delegates/Card Users/Digital Users, the Bank uses a single contact data set for communicating any information/correspondence required, taking into account the capacity held by the data subject relating to any of the products / services contracted by the Client (except for the monthly statement for the current account, where there is a request to be communicated to a different address, if the Bank provides such service under the conditions requested by the Client). Relevant correspondence shall be sent to the most recent postal address communicated to the Bank, with the trade notification and opposability formalities required by the law, if applicable.

2.1.12. Changes regarding the data concerning the headquarters/legal form/other data/information regarding the legal person Client shall be binding upon the Bank only after the Bank has received a written notification to this effect, accompanied by the corresponding legal documents and the proof of completion concerning the trade notification and opposability formalities required by the law.

2.1.13. In case the Bank becomes aware in any way, in compliance with the applicable requirements concerning the protection of personal data, of the occurrence of some discrepancies between the partners/shareholders/members/legal representatives of the Client, as a result of which, without limitation thereto, the mandate of the Authorized Representatives is limited or the mandate of the same is revoked and

new Authorized Representatives are appointed without having yet fulfilled the trade notification and opposability formalities required by the law, or without amending the extent of the right of representation, or the Bank has uncertainties regarding the rights of representation of the Legal / Authorized Representatives as well as in the situation in which the identity documents of the Legal / Authorized Representatives are expired, the Bank shall be entitled, as applicable, to suspend the performance or to consider any instructions transmitted/submitted to the Bank (including, without limitation, payment operations from the Payment Accounts, debit payment instruments, instructions under any Specific Agreement concluded with the Bank) as not received until the situation is cleared, under the submission of certain documents in a form and substance satisfactory to the Bank and/or until the completion of such trade notification and opposability formalities required by the law, where applicable. The Client hereby exempts the bank **for any** liability for potential losses incurred by the former, as a result of an occurrence of a situation described herein.

2.1.14. For territorial units (dismemberments) without legal personality, the request for the opening of the Account and/or the request of any other product/service provided by the Bank shall be made by the Client's Legal Representatives, who shall indicate the limits of the mandate of the respective territorial unit in relation to the performance of the Specific Agreement that regulates the requested product/service, unless stipulated otherwise in the articles of association of the Client - the legal person/ territorial unit without legal personality.

2.1.15. If for the opening or operation of the Accounts and/or the provision of any other products/services provided by the Bank, additional and/or periodic checks of the data provided in compliance with the applicable requirements regarding the protection of personal data are required, pursuant to the law or the internal regulations of the Bank, by the Client/Legal Representatives/Authorized Representatives/Delegates or by any other person appointed by the Client to represent them in the relation with the Bank, according to the Specific Agreement or the special mandate, the Bank is authorized to carry out all such verifications, to request and obtain any information about them, from any competent authority, public register, archive, database or other entity, which legally holds such information. The Client commits to inform the persons representing him in relation to the Bank about the aforementioned rights granted to the Bank in relation to them.

2.1.16. The Client must provide any documents legitimately requested by the Bank in compliance with the applicable requirements regarding the protection of personal data. The refusal to provide personal data may determine the impossibility of providing the products and banking services to the Client and/or of observing the other processing purposes of the Bank.

The Client must inform the Bank whenever changes occur concerning the documents submitted to the Bank or the information provided to the Bank (as applicable, by submitting the amended documents and/or by filling in the specific forms provided by the Bank for this purpose and/or any other manner agreed by the parties within the forms and Specific Agreements, if applicable). Unless such changes occur, the Client must confirm on an annual basis the validity/actuality of the content of information previously provided to the Bank.

If at any time, during the course of the business relation between the Client and the Bank, the real beneficiary is replaced and/or any information regarding his person changes, the Client must immediately inform the Bank in this regard, communicating the information regarding the real beneficiary provided by law, together with any relevant documents requested by the Bank, in compliance with the principle of personal data accuracy.

hereby declares that: (i) he understood that the CIF (the Internal Identification Code as defined) shall be correctly indicated whenever this code is requested by the Bank through various forms used by it in its relationship with the clients and (ii) holds the Bank harmless against any misunderstanding/damages generated by the erroneous communication of this Code by the Client to the Bank, in the forms signed/assumed by this .

2.2. Confidentiality and other related regulations

2.2.1. The Bank and the Client hereby undertake to keep confidential the information obtained about one another during the development of the relation between them, in observance of the legal provisions or any order of a competent authority which allows for, or requests, disclosures.

2.2.2. The confidentiality provision will not apply if:

a) the data and/or information are disclosed by the Bank on the basis of an express legal provision and/or on the basis of its legitimate interest;

b) the Client authorizes the Bank to disclose the information;

2.2.3. The Client hereby expressly agrees, waiving any restriction imposed on the Bank by the legislation in force regarding the banking secret, for the Bank to:

a) to transfer and disclose any type of information concerning the Client and/or any persons acting in relation with the Client, to and among the branches, agencies, business units, and representation offices of the Bank, the companies of Raiffeisen Group (as defined at Chapter 2) and/or the affiliates of the Bank and/or the agents and third partners of the Bank, for confidential use, in relation to provision of any service to the Client (including for external payments made via a third party), data processing, performance of analyses/reviews, recovery of the Bank's claims, obtaining financing/securities/collaterals, transfer of Bank's claims, performance of data analyses, improvement of the internal processes and/or the existing products/services or development of new products/services and/or offering goods or services to clients or platforms/applications, development of new business models, as well as for statistical purposes. Therefore, any such third party may use, process and transfer in any way the data and the information received from the Bank based on the authorization granted by the Client in this document.

b) to present, in the relations with the third parties involved in organizational and decisional processes of the Bank, any information and data about the Client or their accounts and operations and/or any the person acting before the Client, as necessary for such processes and without prejudice to the Client or their businesses. Third parties involved mean, but are not limited to, any Romanian or foreign companies which are part of the group of companies the Bank is also a part of (Raiffeisen Group, as defined at Chapter 2), specialized advisors agreed by the Bank, agents for certain businesses, financing parties, providers of services, providers of platforms and applications etc. The Bank will initiate contractual relations only with the third parties involved that, in their turn, undertake to preserve the confidentiality of the information thus obtained.

c) to disclose to any entity of Raiffeisen Group (as defined at Chapter 2), for confidential use, for the purpose of processing analytical data, developing products and services, improving internal processes, performing analyses for statistical purposes, portfolio monitoring, fulfilment of reporting obligations, fulfilment of obligations to prevent and combat money laundering and terrorist financing, enforcement of International Sanctions and any other legal obligations in this regard, client data administration via unique systems at Group level, as well as for the purpose of any entity of Raiffeisen Group offering goods or services to the Client and/or any person acting before the Client and/or any data subject.

2.2.4. The Bank may take any measures it deems necessary in its relation with the Client for the purpose of observing the legal provisions applicable to prevention and control of money laundering and terrorist financing and to the International Sanctions, as well as for prevention of fraud and/or removal of its effects.

2.2.5. Raiffeisen Bank SA reports data and information about the Client, their business and the persons acting on the part of the Client to various authorities and public institutions, supervisory authorities, such but without limitation to: the National Bank of Romania, the Financial Supervisory Authority, the National Agency for Fiscal Administration, the Credit Risk Register, the National Guarantee Fund for SME Loans, the FNGCIMM, the Rural Loan Guarantee Fund, etc.

Raiffeisen Bank SA applies the FATCA requirements and registered on the Internal Revenue Service (IRS) site of the USA with the FATCA Registered Deemed-Compliant Financial Institution status, receiving Global Intermediary Identification Number (GIIN) 28CWN4.00008.ME.642. Therefore, the Bank will identify the US taxpayers and will report information on the relevant persons and on the accounts opened with the Bank by such, respectively on those accounts where are shown the direct or indirect holdings of financial assets by the relevant persons in accordance with the application of the FATCA requirements.

Raiffeisen Bank SA identifies clients in accordance with the provisions of the Global Standard (CRS) for the exchange of information. The Bank identifies the CRS-relevant persons and reports to the National Agency for Fiscal Administration (ANAF) their personal and financial information. The investment income (including interest, dividends, capital gains etc.) is concerned, held by the taxpayers in the accounts of the financial institutions within the countries participating in the global exchange of financial information.

2.3. Interest. Taxes. Fees. Other costs

2.3.1. (i) For the products and services **offered**, the Bank charges to its Clients taxes, fees, subscriptions, other expenses and, as applicable, charges or grants interests, based on the standard values contained within the lists of rates/taxes and fees published by the Bank, except when other levels thereof are provided within the Specific Agreements or in the offers accepted by the Client.

The lists of rates/taxes and fees are found within the premises of the Bank territorial units, in specially designated areas and on the www.raiffeisen.ro webpage.

2.3.1.(ii) The Bank reserves the right to modify at any time the level of interests, taxes, fees, subscriptions and/or any other taxes and charges due by the Client for the products offered and/or the services provided (including for credit facilities/banking financing/Undertakings/other types of funding granted by the Bank), without making a distinction between the standard values or values negotiated with the Client, depending on the own costs and/or the financial policy of the Bank and/or according to the evolution of the interest rates on the financial - banking market and/or, as applicable, by other criteria provided in the Specific Agreements and provided the Client is informed about the new values by the publishing thereof in the Lists of Rates/Taxes and Fees or by the notification of the Client, by any means chosen by the Bank from the ones stipulated in the Notifications Section herein, when no other information is provided by the Specific Agreement. The change in cost level is deemed to have been validly communicated to the Client from the publishing of the new values in the Lists of Rates/Taxes and Fees or from the receipt of the notification pursuant to the conditions provided in the Notifications Section, as applicable, with the Client accepting that the new **modified** values are applicable to them from the communication date or from another date set for entry into force (when applicable).

2.3.2. The Bank shall inform the Client about the standard conditions of Bank taxes, fees, expenses and interest in force, as applicable, when requesting an offer regarding **its** products/services or upon the conclusion of a Specific Agreement.

2.3.3. Any interest is calculated on a daily basis according to the amounts recorded in the balance due, as applicable, credit balance of the **Client** (current/deposit/savings/credit), based on the following formula: **D = C*Rd*n/N**, where:

D - calculated interest;

C - the capital for which the interest is calculated which can be the amount recorded in the credit balance/balance due of the current account, the amount recorded in the deposit account, the amount granted by the Bank as credit facility/banking financing/Arrangement;

Rd - Interest rate

n - number of days in a month (which may be conventionally determined by the parties via Specific Agreements, as the actual number of days in a month for which the interest is calculated or 30);

N - number of days in a year (which may be conventionally determined by the parties via Specific Agreements, as the actual number of days in a year, 360 or 465/366);

2.3.4. The interest rate may have a fixed or variable value. The interest rate shall be changed depending on:

(a) verifiable reference indexes (e.g. Reference Rate) provided in the Specific Agreements, or

(b) legislative changes implying such changes, or

(c) pursuant to clause 2.3.1(ii), or

(d) based on other criteria provided in the Specific Agreements.

2.3.5. All costs incurred by the Bank in connection with the conclusion and execution of the GBC and the Specific Agreements, including without limitation to, costs related to consulting some public registers/databases/etc., postal taxes, expenses generated by forced executions, lawyer fees, stamp taxes, court taxes, other expenses are and remain the responsibility of the Client, and the Client shall provide the Bank with an automatic debit mandate for any of the Client's Accounts for the payment/recovery thereof.

3. GENERAL CONDITIONS APPLICABLE TO THE ACCOUNTS

3.1. General Rules Concerning Opening and Operation of the Accounts

3.1.1. The Bank may, without the obligation of actual performance, open Accounts on behalf of Clients (such as, without limitation, current accounts, savings accounts, deposit accounts), in accordance with the internal procedures issued by the Bank in this regard, based on a request made by the same in a form and content satisfactory to the Bank and accompanied by the documents and information considered necessary in the Qualified Opinion of the Bank. **The Bank may refuse to open accounts or other banking services or products or maintain the business relationship** or may block or close **the payment instruments** providing access to the funds and information in the Account in the event where in relation to the Clients or prospective Clients there is reasonable doubt or reasonable reasons of doubt regarding the money laundering, terrorism financing, fraud, International/USA sanctions or in any other situation in which the Client/its Legal Representative/ the Real beneficiary and/or any the Client's shareholders is the Appointed Person or Restricted Party or in any other situation in which the Client is not classified into the risk profile established by the Bank in its internal rules, without being forced to justify this decision to the Client.

3.1.2. For the Accounts opened in non-business days, the Account opening day shall be the immediately following Business Day.

3.1.3. The Accounts opened with the Bank on behalf of the Client are governed by the terms and conditions in the Agreement specific to each type of Account, supplemented by the general rules established by these GBC.

3.1.4. The Client must provide the Bank, upon the transmission to the Client of any request or instructions, as well as upon the simple request of the Bank, information and/or documents and/or additional statements considered by the Bank to be necessary for the purpose of opening and operating the Accounts, in order to establish the source of the funds, to determine the designation of the cash withdrawals or transferred through a payment instrument or in order to determine the object and / or the economic rationale of the transactions and to justify the requested operations, for obtaining information about business partners (clients, suppliers, etc.), goods/services/counterparties involved in transactions, the origin of goods (including the manufacturer thereof) involved in transactions and their destination, for establishing the source of funds invested (initially) in virtual currencies and the financial circuit regarding virtual currencies (both for the acquisition of virtual currencies and for receipts from virtual currencies) or other necessary information, including in the Client identification process, data updating and identifying the Real Beneficiaries based on relevant documents, for the periodic fulfillment by the Bank of the obligations provided by law and/or the norms and the policies of the Bank and/or the Bank Group.

3.1.5. In any of the following situations where:

- (i) the Bank does not receive the information/documents/statements requested according to art. 3.1.4
- (ii) the Bank receives incomplete, insufficient information, or statements which do not comply with reality
- (iii) the Bank has reasonable suspicions or reasonable reasons for suspicion regarding the reality/validity of the declared information, to the documents and information provided by the Client;
- (iv) the Bank has reasonable doubt or reasonable reasons of doubt regarding the money laundering, terrorism financing, fraud, International/USA sanctions, **illegal activities provided by the criminal legislation in force and/or other regulations in force;**
- (v) the Bank does not receive from the Client supporting documents regarding the source of funds invested in Virtual Currencies or in the situation where the Client carries out transactions in connection with virtual currencies with providers of exchange services between virtual currencies and fiduciary currencies and / or with unauthorized / unregistered Providers of digital wallets or with Providers of digital wallets from countries designated by the European Union as high-risk third countries and / or non-cooperating jurisdictions for tax purposes or
- (vi) the Client carries out transactions with payment service providers from countries designated by the European Union as high-risk third countries and / or non-cooperating jurisdictions for tax purposes
- (vii) the Client / its Legal Representative / the Real Beneficiary and/or any of the Client's shareholders is a Designated Person or Restricted Party or in any other situation in which the Client is not classified into the risk profile established by the Bank in its internal rules;

the Bank may refuse to open an Account, open the services attached to the Account and / or other Banking products / services and/or to perform Payment operations within the Account or may proceed to lock the Account and/or the payment instruments that give access to the Account funds and information or to the unilateral termination of the Specific Account Agreement and, as applicable, of other legal relations existing with regards to the same or may terminate the entire business relation with the Client,

3.1.6. Client's funds recorded within the Accounts are guaranteed in Romania via the Bank Deposit Guarantee Fund, within the limits and according to the exceptions listed with any Bank unit, provided by the normative acts in force. If changes occur in the classification provided by the law for the deposits established with the Bank, the Client must communicate them to the Bank within 30 days from the change date.

3.1.7. If amounts have been deposited with the Bank as contributions to the Client's capital, such Client understands and undertakes to request the opening of the first current account/first current accounts in the currency for depositing amounts as capital contributions, so that the Bank may operate the transfer of these amounts in such account.

3.2. Persons who May Operate with the Client's Accounts

3.2.1. The Client shall appoint through their Legal Representatives the persons who have the right to dispose of the funds in the Accounts, as well as the limits of their authorization.

3.2.2.(i) The appointment of persons who have the right of access to the Client's Accounts under the conditions of the Specific Agreement (such as, without limitation to Authorized Representatives, Card Users, Digital Users), their identification data and the limits of their authorization are recorded in the Specific Agreements and/or in the manner provided in such documents and/or in other documents accepted by the Bank, submitted to the Bank in hard copy format, on electronic support with a qualified electronic signature, if so agreed with the Client and/or in the manner regulated by the Specific Agreement.

The authorization of representation granted by the Client to such persons shall be deemed valid until: **(i)** the cancellation thereof, made through the documents and/or in the manner agreed with the Bank and communicated to the Bank in the manner provided in the Specific Agreement or **(ii)** until the date established by the Bank under the conditions of clause 3.2.2. (v).

3.2.2. (ii) The appointment and dismissal of the Authorized Representatives shall be binding upon the Bank starting from the Business Day indicated by the Client (other than the request formulation date) or from the Business Day immediately following the receipt of the appointment/dismissal request, as applicable.

3.2.2. (iii) When access to Accounts is done via electronic payment instruments, via communication channels and/or via other special services offered by the Bank, the appointment and dismissal of the persons having access right to Accounts ("Digital Users"), as well as the submission of their identification data shall be made by the Client according to the Specific Agreements, via the related computer applications or via another method established by the Specific Agreements, as applicable.

3.2.2. (iv) The absence of restrictions, limitations of competence or conditions of a valid engagement/representation of the Client regarding the persons authorized to operate the Accounts (Authorized representatives, Card Users, Digital Users, etc.), expressly provided by the Client within the documents/applications stipulated in clauses 3.2.2 (i) and 3.2.2 (iii), unequivocally leads to the conclusion that each of these persons is fully entitled to dispose, for and on behalf of the Client, of the funds in their Accounts.

3.2.2. (v) The Bank may reject the persons authorized by the Client to access the Accounts, upon the appointment thereof or subsequently, if there are reasonable suspicions or reasonable grounds for suspicion regarding money laundering, terrorism financing, fraud, International/USA sanctions and / or embargoes or if the person appointed by the Client is a Designated Person or Restricted Party or in any other situation where persons authorized by the Client do not fall within the risk profile established by the Bank within its internal regulations, without the obligation to justify this decision to the Client. If, subsequently to the appointment by the Client, the Bank rejects a person authorized by the same, the Bank shall inform the Client in writing of the date when the authorization is no longer accepted by the Bank.

3.2.3. In order to exercise the authorization granted by the Client, persons who have the right to access the Accounts must provide the Bank with the information and documents requested by the latter, and, in addition, the Authorized Representative must submit a specimen signature with the Bank.

3.2.4. The Client must permanently inform the persons appointed to access to Accounts concerning the operating conditions of the Accounts, the use of the payment instruments and/or the functioning of the products and services related to the Accounts and the computer applications related thereto, provided by the Bank and/or third parties .

3.2.5. The following persons may use the amounts in the Clients' Accounts, subject to observing the legal norms in force:

- a. The Client's successors in title providing proof of this capacity;
- b. Any other person authorized by law to access the Client's Accounts (such as, without limitation to, the judicial administrator, the judicial liquidator, court executor, etc.).

3.3. Types of Accounts Provided by the Bank. Special operating conditions for Grant Accounts

3.3.1. The Bank provides the Clients with: Payment Accounts (e.g., without limitation to: Current Account, Card Account, Grant Account), as well as other types of Accounts (for example, without limitation to: savings account, term deposit account, escrow account, guarantee account, collection account).

3.3.2. The Client may access the Payments Accounts accessible online opened with the Bank via a Payment Initiation Service Provider and/or an Account Information Service Provider, pursuant to the conditions regulated in the Specific Agreement for the Raiffeisen Online/Smart Mobile Service.

3.3.3. The Bank has the right to refuse to an Account Information Service Provider or to a Payment Initiation Service Provider access to an Online Payment Account, if it has objectively justified reasons relating to the unauthorized or fraudulent accessing of the Account and/or to the unauthorized or fraudulent initiation of a Payment Operation by such payment service providers.

The Bank shall inform the Client of its refusal for accessing the Payment Account and the reasons for such refusal, according to the specific method provided in the Specific Agreement for the Raiffeisen Online Service/Smart Mobile.

3.3.4 If the Client is the beneficiary of a Grant type government support measure, which can be carried out through a Grant Account, for which the Bank has been chosen by the governmental authority to carry out the respective measure, and the Client does not hold this type of account at the time when it is declared eligible by the government authorities, the Bank will open on behalf of the Client the Grant Account dedicated exclusively for that measure, provided that the Client meets the legal and internal requirements of the Bank for opening this type of account. The Bank will notify the Client regarding the opening of the Grant Account by any means of communication provided in chapter 8.2 "Notifications"; if the Client does not intend to carry out the support measure through the Grant Account opened by the bank, it has the obligation to request the bank to close the Account within maximum 10 days from receiving the notification regarding the opening of the Grant Account from the Bank.

3.3.5 The Grant Account should be used exclusively for carrying out operations related to the collection of the Grant by the Client, in its capacity as final beneficiary, including for making payments associated with the use of the Grant amounts according to the destination declared by the Client in the Financing Agreement concluded with the Grant approval and / or management Authority. The Grant Account can be credited exclusively with amounts from the Grant and, if a mandatory minimum percentage of co-financing / own contribution of the Client is imposed, with amounts representing the Client's own contribution.

3.3.6 The Client undertakes to use the amounts from the Grant Account exclusively to cover eligible expenditure related to the implementation of the Grant. Only bank transfer payment transactions are allowed, cash withdrawals and attachment of debit cards being prohibited. All operations in the account will be carried out in accordance with the procedures established for implementing the governmental measures for granting and monitoring the Grant. If the Client makes payment transactions in which the currency of the Account differs from the currency of the operation, and its execution requires currency conversion, the conversion will be made at the Bank's exchange rate (/ exchange rate in the Account).

3.3.7 Persons nominated as Authorized Representatives on the Current Account opened in the currency of the Grant Account will have the same operating rights on the Grant Account.

3.3.8 For the administration of the Grant Account the Client owes a monthly account administration fee due on the last day of the month, at the value mentioned in the Specific List - "Standard Rates/Taxes and Fees for SMEs and Liberal Professions"; the costs applicable to payment transactions are regulated in the specific lists of fees and commissions. The monthly Grant Account administration fee and the costs applicable to payment operations will be charged from the current account in lei or, if the Client has more than one such accounts, from the active current account in lei opened first at the Bank.

3.3.9 The Client has the obligation to ensure from its own sources the necessary amounts in order to cover any bank fees and/or commissions and/or exchange rate differences arising from the exchange rate at which the eligible expenses paid from the Grant are settled.

3.3.10. The Bank has the right to refuse to carry out payment operations that do not comply with the procedures and legal provisions for granting the Grant. The Bank is also entitled to debit the Grant Account with the amounts for which there is a reimbursement request from national and / or European public authorities with prerogatives in the management and / or audit of national and / or European funds and to transfer them to the authority that requested reimbursement, without the Client's consent. The Client agrees that the Bank shall make available to the national and / or European public authorities with prerogatives in the management and / or audit of national and / or European funds, any information regarding the Grant Account, including account statements.

3.3.11 The Bank shall not be held liable for any losses or damages of any kind incurred directly or indirectly by the Client as a result of the Client's failure to comply with the obligation to use the Grant Account for the sole purpose specified above, as a result of the Bank exercising the prerogatives referred in the above points **3.3.9 and 3.3.10** or as a result of other deeds / acts of the Client likely to change the destination of the Grant Account / nature of the amounts collected in it.

3.3.12 For the Grant Account, the bank will provide the Client with the account statement, under the same conditions as for the Current Account. All other provisions applicable to the Current Account and Payment Operations, contained in this document, are also applicable to the Grant Account, in addition to the special conditions mentioned in this section.

3.3.13 The Bank will close the Grant Account upon the expiration of the legal periods of use of the Grant, if there are no more amounts available in this account.

3.4. Unauthorized Overdraft Granted by the Bank

3.4.1. If the available funds in the Client's Payment Accounts are insufficient for the performance of a Payment Operation (initiated directly by the Client or via a third party beneficiary) or for the execution of a Payment Mandate for the purpose of recovering the Due Amount, the Bank may decide, at its sole discretion, according to its internal regulations, to perform such operations via an overdraft. In this case, the initiation of the Payment Operation, including by the execution of a Payment Mandate, has the contractual value of the Client's request for granting an overdraft, a non-revolving type of credit facility (hereinafter referred to by the Parties as an "Unauthorized Overdraft") equal to the amount exceeding the available balance of the account.

3.4.2. The amounts thus granted, advanced by the Bank, are due by the Client starting with the date of the overdraft and shall bear an interest calculated based on an annual rate established by the Bank for such situations. The interest due by the Client for the unauthorized Overdraft shall be calculated according to clause 2.3.3., where "n" is the number of calendar days in the month, and "N" is 360.

The Client must immediately reimburse these Amounts Due, any crediting of the account representing a reimbursement.

3.4.3. For the purpose of establishing an "writ of execution", the Bank and the Client agree that these GBC and the statement of account reflecting the amounts granted by the Bank under the terms of clauses 3.4.1 and 3.4.2 have the legal value of an overdraft credit agreement (overdraft).

3.5. Right of Clearing/Set-off

3.5.1. The Client hereby authorizes the Bank to clear/set-off, at any time, any Due Amount via the funds available in any Current Account, Savings Account and/or Deposit Account, irrespective of their available currency and/or irrespective of the maturity of such amounts, without the necessity in this case of obtaining another prior consent from the Client, unless otherwise specified by the Specific Agreement.

3.5.2. If the clearing/set-off of the Due Amounts requires a monetary conversion, the Bank is hereby authorized by the Client to carry out the foreign exchange according to the Bank Exchange Rate applied by the Bank upon the clearing/set-off date.

3.5.3. If there are insufficient available funds in the Accounts to cover the Due Amount, the Bank is hereby authorized to debit any of the Client Payment Accounts by generating the unauthorized overdraft pursuant to Section 3.4 "Unauthorized Overdraft".

3.5.4. The Client shall be informed by the Bank, upon the clearance/set-off, via the statement of account.

3.6. Termination of the Account Relation

3.6.1. The Client may unilaterally terminate the legal Current Account/Savings Account relation, at any time during the execution of the Specific Agreement - subject to a prior notice of 15 calendar days and only if the Client fully pays to the Bank the Due Amounts under the Specific Agreement - by submitting a written request to the Bank, without the need to indicate the reasons for such termination.

By way of exception, the prior notice term shall be of 30 calendar days if Credit Cards/Debit Cards are attached to the Current Account. If new Card Transactions have been performed during this period and are about to be settled/reimbursed, the 30-day deadline shall be extended until the settlement/reimbursement of all Card Transactions recorded in the Account.

The termination shall not take effect if upon the registration thereof there are ongoing products/services that require maintaining the Account, in which case the Client may resume the termination procedure only after the cessation of the legal relations concerning the products/services in progress, related to the Account.

3.6.2. The Client and the Bank agree that the Bank may unilaterally terminate the legal Current Account/Savings Account relation, at any time during the execution of the Specific Contract, without the need to justify such a decision, by giving a reasonable notice period by notifying the Client, according to the rules provided by section 8.2 "Notifications".

3.6.3. The Bank is entitled to rescind the legal Current Account/Savings Account relation, this being deemed as fully rescinded, without the need to put the Client in delay and without the need to fulfil any other preliminary, judicial or extrajudicial formalities, in the following cases:

- a) the Client fails to comply with the Account operation conditions imposed by the Bank, with the legal provisions in force or with the Bank working rules;
- b) the Client is suspected of carrying out operations that breach the legal provisions (such as, but without limitation to, those concerning the incidents of major payments with checks, promissory notes, bills of exchange, the matter of preventing and combating money laundering and terrorism financing, International/USA Sanctions, **other illegal activities provided by the criminal legislation in force and/or other regulations in force**) or operations which imply a reasonable suspicion or reasonable grounds for suspecting fraud or information has been received regarding the existence of such suspicions regarding the Client from authorities in Romania or abroad and / or from payment service providers in Romania or abroad;
- c) if the Client/any of the Beneficial Owners/Legal Representatives thereof becomes a Designated Person or Restricted Party or is subject to International/USA Sanctions or to any embargo imposed by the European Union, the Swiss Confederation, the United Kingdom of Great Britain and Northern Ireland, the United States of America, other States or any agency thereof, regardless if such International/USA Sanctions or embargoes are directly or indirectly aimed at the same;
- d) in cases where requests for refunds have been received from the authorizing/correspondent banks on suspicion of fraud, money laundering, terrorism financing, violation of International/USA Sanctions, for the Client's accounts;

- e) the Client has provided the Bank with incomplete and/or non-compliant and/or insufficient information and/or documents or refuses to provide the Bank with the information and/or documents and/or consent necessary for the Bank to fulfill its contractual and/or legal obligations (including for the purpose of enforcing the FATCA and/or CRS requirements);
- f) if the Account balance no longer covers the associated costs (taxes and/or fees) and if there is no derogatory provision in the Specific Agreements, without notification;
- g) in the case of “dormant” Accounts regulated by section 3.6.5, without notification, **if the “dormant” account** has zero or debit balance or by notification, if the “dormant” accounts have credit balance

The Client accepts that upon the occurrence of any of these cases it is by right put in delay. In the hypotheses provided in letters a) - e), the Bank shall notify the Client according to the rules provided by section 8.2 "Notifications", within a reasonable time after closing the Account.

3.6.4. In all situations where the Account closure initiative belongs to the Bank, as of the closing date of the Account, the Bank shall no longer grant interest to the amounts representing the credit balance of that Account. The Bank shall transfer the amounts representing the credit balance of the Account according to the written instructions of the Client. In the absence thereof, the funds may be transferred by the Bank to any other Client's Accounts, being hereby authorized by the Client to carry out, for this purpose, the necessary foreign exchanges, according to the Bank Exchange Rate as of the performance of the transfer operation.

The Bank shall not be liable in any situation for any damages that the Client incurs as a result of the closure of their Accounts, according to the aforementioned. The Term Deposit/Savings Account Agreement shall automatically terminate in the event of termination for any reason of the Current Account Agreement opened in the currency of the savings product with the Bank. In this case, the termination of the term deposit/savings account shall take place on the same date as the date of termination of the Current Account contract and the Customer agrees that the Bank shall proceed to transfer the amount of the deposit/savings account to the respective Current Account after liquidation of the deposit/savings account with this date, even if it has not reached maturity and with interest rate subsidy until the date of termination of the deposit/savings account contract.

3.6.5. Special Provisions Applicable to the “Dormant” Accounts

The Current Account/Savings Account is deemed by the Bank to be in the "dormant" state, if no operations are performed/recorded within the account/concerning the account during a certain period of time, established by the Bank and communicated to the Client by displaying in specially designated locations in the bank units and on the Bank's website. The period of time set by the Bank for a Current Account / Savings Account to become "dormant" is general and applies to all Current Accounts / Savings Accounts.

The following operations shall be considered for determining the “dormant state”:

- (i) the debiting or crediting of the account (“account movements”); The crediting of the account with the interest paid by the Bank and the debiting thereof with the value of fees/taxes/debit interest due by the Client to the Bank shall not be deemed as “account movements”. The Bank shall continue to charge taxes/fees from the credit balance of the dormant accounts and calculate the credit/debit interest based on the features of each individual Account, having the right to enforce the provisions of clause 3.5. for the purpose of clearing any potential Debt Amounts;
- (ii) the amendment/supplementation of the Specific Agreement regulating the account and/or the conclusion/amendment of another Specific Agreement for a product/service related to the account.

A dormant account shall be reactivated if any of the operations in sections (i) and (ii) are performed. The switching to the "dormant" state or the reactivating thereof is done automatically, without the notification of the Client concerning the account status. After reactivation, the account shall remain “active” and may revert to the “dormant” status under the conditions herein.

The Bank may decide at any time to close the dormant account with zero or debtor balance, without notifying the Client. The Bank is not obliged to provide the Client with a statement of accounts for the dormant period of the account.

3.6.6. Freezing (blocking) the Accounts.

3.6.6.1 The Client's Current Accounts may be blocked (i) totally, in which case no Payment Transactions (deposit/withdrawal of funds, transfer of funds, collection) will be executed or (ii) partially, in which case only the Payment Transactions of crediting the Current Account (collection) will be executed.

3.6.6.2 The Bank is entitled to order the total or partial blocking of the Client's Accounts in the following situations:

- a. for the enforcement of clauses 2.2.4 and 3.1.5;
- b. in the case of Clients falling within the hypothesis regulated by clause 3.6.3;
- b. in the cases regulated by clauses 4.9.8 and 4.9.9;
- d. if the situation regulated by clause 2.1.13 occurs or upon the express request of the Client expressed by completing the specific form provided by the Bank;
- e. if the Client notifies the Bank of the loss / theft of the ID documents of the Client's sole Legal Representative (partial blocking). The accounts shall only be unlocked after the Client's sole Legal Representative has provided the Bank with the new ID documents for updating the system data.
- f. in case of suspicion of fraud and/or suspicious, unauthorized or illegal transactions on the Accounts;
- g. for any objectively justified reasons related to the security of the Accounts and compliance with the Bank's customer acceptance and KYC policies and the legal provisions on preventing and combating money laundering and terrorist financing, as well as the legal provisions on preventing and combating fraud;
- h. in any other situation provided by the law and/or by the Specific Agreements;

3.6.6.3. During the partial blocking of the Current Account:

- (i) the credit or, as applicable, the debit interest shall be calculated and recorded;
- (ii) the Account administration fee provided by the Specific Agreement shall be charged;
- (iii) any payment operations completed by crediting the Current Account shall be recorded;
- (iv) The Bank shall not execute the Payment Orders whose effect is the unlocking of the Current Account (such being deemed as not received);

3.6.6.4 During the total blocking of the Current Account:

- (i) no Payment Transactions (deposit/withdrawal of funds, transfer of funds, collection) shall be executed;
- (ii) no Account administration fee provided for in the Specific Agreement shall be charged;
- (iii) no interest shall be calculated and recorded as a credit or, as the case may be, as a debit.

3.6.6.5. In the event that the Current Account is total/partial blocked as provided above, the Bank may also block any payment instrument/service giving access to such Account.

3.6.6.6 In the situations referred to in paragraph 3.6.6.2 above, the Bank shall be entitled to block the Client's Deposit and Savings Accounts.

During the blocking of the Deposit Accounts and Savings Accounts:

- (i) The Client shall not be able to perform partial or total fund withdrawal operations;
- (ii) Any other provisions of the Specific Agreements regulating such Accounts shall be enforceable;

3.6.7. Statute of Limitations Period

In all Account closure situations, the deadline for the Client to request the refund of the amounts that represented the credit balance of the respective Account upon the closure date, if the respective amounts have not already been transferred by the Bank, as applicable, based on the Client's order or, in the absence of such instructions, in any other active Client Account, represents the statute of limitations period, which starts to elapse from the account closure notification is deemed as received by the Client, pursuant to section 8.2.. Unless the law provides a specific means of notification concerning the account closure, such shall be done pursuant to the provisions of section 8.2. "Notifications". The amounts recorded in the closed Account balances shall be kept by the Bank for the Client, in non-interest bearing accounts. For the transfer of these availabilities into a Client's account opened at another payment services provider, the Client owes the fees related to the respective transaction, at the amount practiced by the Bank upon request of the transaction, as it is indicated in the List of fees/charges and commissions published by the bank; these transactions can only be made by the legal representatives of the Client or by their representatives, in compliance with the specific statutory and legal provisions.

4. PROVISIONS CONCERNING PAYMENT OPERATIONS

4.1. Unique account identification code

4.1.1. For the Bank to execute a Payment Order in connection with a Payment Account:

a) when the payment operation is initiated by the Paying Client, the Client shall provide, as appropriate, the IBAN code of the payment beneficiary's Account or the BBAN number of that Account, if the account has been opened in a country that has not adopted the IBAN code; in the case of payments ordered to be made in favor of beneficiaries whose payment service providers are established outside the European Union, in addition to the IBAN/BBAN code of the payment beneficiary's Account, the full name of the beneficiary shall also be specified;

b) in the case of operations in foreign currency (any currency other than RON), except for the payment Operations in EUR in favor of a beneficiary whose payment service provider is located in an EU/EEA member state, the name and the address of the beneficiary's payment service provider shall also be specified or the BIC/SWIFT (Business Identifier Code) code of that provider; if the Client provides the Bank with both the name of the beneficiary's payment service provider and with the BIC/SWIFT (Business Identifier Code) code, as appropriate, of that provider, the Bank shall use only the BIC/SWIFT (Business Identifier Code) to remit the payment to that provider.

c) when the payment operation is initiated by the Beneficiary Client, the beneficiary Client shall provide the IBAN code of the payer's Account.

4.1.2. The Bank shall not be obliged to verify the name of the Account holder that has been indicated as the beneficiary in the Payment Order; as such, the Bank shall make the payment in the Account as indicated in the payment instruction. The Paying Client understands and agrees that, to enable the Bank to execute a Payment Order given by the Paying Client in connection with a Payment Account, the Bank shall communicate to the beneficiary's payment service provider the IBAN code of the Paying Account, the name, the Unique Identification Code and the address of its head office, as such data is registered in the Bank's database and validated on a documentary basis, by including such data amongst the information accompanying the transfers of funds

4.1.3. In the case of payment orders denominated in lei/foreign currency, sent to the Paying Account of a Beneficiary Client, that have been received by the Bank from another payment service provider, which is located outside the EU/EEA, the Bank may request additional information regarding the full address of the payer (country, city, street, street number) (the address may be replaced by the date and place of birth of the payer, the identification number of the payer from the records of the payment service provider or the official personal document number) and carry out additional inquiries, in accordance with its internal procedures (e.g. by exchange of correspondence between the holder of the Beneficiary Account and the Account number as indicated in the payment order), for the Bank to be able to correctly process the payment instruction ordered by the payer in compliance with the legal regulations in force.

In the event that the information mentioned above is incomplete/incorrect or missing, the Bank shall ask the payer's payment service provider to supply further information or to clarify such information, as applicable, in which case the Paying Account of the Beneficiary Client shall be credited only after this requirement has been fulfilled. Otherwise, the Bank shall not process the payment operation, in which case the Bank it is not obliged to notify the Client or to motivate the refusal of processing the operation.

The Bank may also refuse to credit the Beneficiary Client's account if there are discrepancies between the information held by the Bank about the Client and the aforementioned information as contained in the payment message, even after the Bank has received further information from the payer's payment service provider, in which case the Bank shall not be obliged to notify the Client or to motivate its refusal to execute the ordered operation.

4.1.4. Upon receipt by the Bank's information systems of the IBAN codes transmitted on electronic format or, as applicable, presented/submitted to the Bank on a hard copy format, the Bank shall proceed to validating the IBAN codes of all the Accounts indicated in the payment instructions being processed by the Bank, applying the validation method laid down by the legal regulation in force. In addition, the Bank may validate the BIC

codes of the service providers of the beneficiaries, as such codes are indicated in the payment instructions sent by the Bank's Clients, as and when such codes are necessary, applying the validation method required by the legal regulation in force and by checking the matching between the IBAN code identifying the payment beneficiary and the BIC code of the payment service provider of the beneficiary, as indicated in the payment order, by verifying the location of both such codes (IBAN and BIC) in one and the same country and/or at one and the same payment service provider.

4.2 Initiation and authorization of payment operations

4.2.1 The Bank makes available to the Clients the following channels for initiating Payment Transactions (including foreign exchange transactions on account at the Bank's Standard Exchange Rate):

- a) internet banking, home-banking and mobile banking services, according to the Specific Agreement;
- b) Bank's terminals (ATM/MFM) for Payment Operations initiated / authorized with the card;
- c) other channels / applications for making payments based on Specific Contracts concluded with the Client.

In any of the following situations: (i) failure of internet banking, home-banking and mobile banking services for periods longer than three hours, (ii) if internet banking, home-banking and mobile banking services are blocked at the Bank's initiative, without blocking also the accounts; (iii) in the situation where the Clients request the performance of foreign exchange operations in the account at a negotiated exchange rate; (iv) in case the Client's accounts are garnished or the Clients are in insolvency / bankruptcy / liquidation, (iv) for the transfer of the existing amounts from the share capital account in a current account or in case of closing the Bank accounts and transferring the amounts registered in the balances of the Accounts closed in an account of the Client opened with another payment service provider, (v) in other situations considered justified by the Bank where the Client invokes the impossibility of using the channels mentioned in letters a) - c),

as an exception the Clients will be able to initiate Payment Orders / foreign exchange in the account, on paper, in any Bank agency.

The Bank accepts only editable payment order forms with bar code for operations in lei and editable payment order for foreign currency payment operations and external payments in lei, being necessary to download the forms accepted by the Bank from the website www.raiffeisen.ro, completing them electronically, signing them by handwritten signature and presenting them on paper in the banking units. The Bank has the right, not the obligation, to refuse the execution of Payment /currency exchanges in the account Orders , initiated on paper, in other situations than those mentioned in letters (i) - (v) and cannot be held responsible for this refusal; also, the Bank will not be held liable if it accepts the execution of Payment / foreign exchange in the account Orders, on paper, in other situations than those mentioned in letters (i) - (v) of this article.

The Bank can make available to the Client other channels for transmitting payment orders, if it has expressly agreed with the Client based on a Specific Agreement.

4.2.2. A Payment Operation shall be deemed to have been authorized provided only that the Paying Client has given his consent to the execution of the payment operation, through the persons duly mandated to handle the funds in his Accounts, by, without limitation to, one of the methods specified below:

- a) in writing, in hard copy format, by putting the hand signature of the authorized Representative on the Payment Order, such signature to match the signature specimen filed with the Bank, or, in the event where the Bank and the Client expressly agreed, in soft copy, with Qualified electronic signature.
- b) by using specific security elements (such as PIN codes, passwords, user code/authentication/authorization code etc.) according to the provisions of the specific Agreement,
- c) by communicating the identification data of the Cards requested by the beneficiaries of the payment services (in the case of no-Card payment operations)
- d) by contactless technology.

The consent to execute a Payment Operation may be granted by the Paying Client also through the payment initiation service Provider.

As a result of the extension of the offer of payment instruments and/or of the modification/improvement of their functionality, carried out in accordance with the legal regulations in force, the Bank may incorporate in the Specific Agreements covering the payment instruments, as and where applicable, rules designed to add

to/modify the consenting methods listed above and/or new methods of consenting to the execution of the Payment Operations.

4.2.3. The Client agrees that the Bank may perform any Payment Operations from the Client's Accounts, without the Client's express prior consent, as such operations may be required in order to pay the amounts awarded by final court and/or arbitration decisions and/or by other writ of executions provided by law, regardless of whether such amounts are due and payable to the state budget, to the local budgets or to any third party, to correct any errors as may be identified upon verification of the operations conducted in the account, as well as to retain the fees/other amounts as are due/payable to the Bank for the operations performed for/in relation thereto, or any interest and credit rates as are due and/or overdue, or in any other cases as specified by law, such payment operations to be deemed authorized by the Client for the purpose of the previous article.

4.2.4 In the event of a garnishment on the Client's accounts, if the law does not prohibit the Bank from doing so, the parties agree that the Bank may inform the Client's Legal Representative by email and/or SMS (to the email address and/or mobile phone number declared to the Bank) or by another means chosen by the Bank, regarding the establishment of the garnishment on the Client's accounts.

4.3. Execution of payment orders

4.3.1. The Bank shall execute the Payment Orders initiated by the Paying Client or by/through the payment beneficiary, as such orders are presented to the Bank's offices or submitted to the Bank via electronic or any other type of payment instruments made available by the Bank for this purpose, provided only that the following conditions are met:

a) the payment order contains all the mandatory information required by law and has been issued in the format agreed upon between the Client and the Bank - payment order with barcode; the payment order that is issued in a hard copy format shall have to be legible and signed in full compliance with the signature specimens filed with the Bank.

b) depending on the type of payment instrument used to initiate the Payment Operation, all the information has been supplied, as requested by the Bank under the specific Agreement and/or on the payment forms accepted by the Bank.

c) in the case of bar code payment orders, the information transposed from the bar code of the payment order matches the information specified on the payment form; in case of inconsistencies, the information on the form shall prevail.

d) the funds available in the Payment Account are enough to allow both the making of the payment ordered and the payment of fees due to the Bank for the services so rendered, except for the offline electronic payments which do not allow the interrogation of the balance in the payment account as at the time the payment is made by the Client.

e) The payment operations ordered do not contravene the applicable legal regulations (for example, the ordered payment operations do not involve, either directly or indirectly, goods, persons/entities and territories in relation to which funds are blocked under international sanctions applied by law, the ordered payment operations comply strictly with the foreign currency regulation in force).

f) The paying Client or the payment beneficiary is not included on the list of persons who are subject to a ban to use bank accounts/make payments and/or who are subject to International/USA fund blocking sanctions/other similar proceedings initiated for the purpose of preventing and combating money laundering and terrorism financing and/or provided only that the Bank does not have reasonable suspicions or reasonable grounds to suspect a fraud /money laundering /terrorism financing /violation of International/USA Sanctions regarding the Payment Operation ordered, to the extent that the Bank determines, in its sole discretion, that its refusal to execute the Payment Operation is called for by the need to prevent a possible fraud etc.

g) The unique account identification code/the IBAN code indicated in the payment orders is validated by the Bank in accordance with the provisions in section 4.1 above.

h) the funds available in the Payment Account, which are needed in order to honor the payment order, are not subject to any Account preservation/fund blocking order issued by the Bank in accordance with the provisions of the relevant laws or of the conventions existing between the parties or pursuant to a writ of execution or

ordered by a competent body having such competences, such as, without limitation to: confiscation, precautionary garnishee attachment, forfeiture, distraint upon property, establishment of mandatory international sanctions under national law, application of a sanction by the Bank.

i) there are no reasonable grounds for the Bank to doubt the authenticity of the Payment Order as to source, content, signature of the authorized Representative, consent to payment execution etc.

j) if the Client has debts due and payable to the Bank, the parties agree that the Bank may refuse to execute the payment order placed by means of a Commercial Card which has a credit line attached to it, following application of a Card blocking order, in which case the Client shall release the Bank of any liability for the Bank's refusal to execute the payment operation ordered.

k) The Client complies with the requirements set forth in **section 4.3.7 herein**.

l) The Client has produced the supporting documents requested by the Bank for the payments made in favor of a natural person.

m) The Bank has not received trading restrictions for the Client's accounts from the Correspondent Banks / service provider of the payee or of the payer, as the case may be, and / or requests for return of funds from the Authorizing / Correspondent Banks due to suspected fraud, money laundering, terrorist financing or violation of International / USA Sanctions

n) for the transactions related to virtual currencies, the Bank receives from the Client supporting documents regarding the source of funds invested in Virtual Currencies and the transactions are not carried out with providers of exchange services between virtual currencies and fiduciary currencies and / or with unauthorized / unregistered Providers of digital wallets or with Providers of digital wallets from countries designated by the European Union as high-risk third countries and / or non-cooperating jurisdictions for tax purposes or

o) The customer does not carry out transactions with payment service providers from countries designated by the European Union as high-risk third countries and / or non-cooperating jurisdictions for tax purposes.

4.3.2. If several payment instructions are ordered by the Client, whose total worth exceeds the credit balance in the Payment Account or the maximum amount of any type of overdraft granted to the Client, the Bank shall execute the payment operations within the limit of the available balance and in the order of precedence in which the instructions are being processed by the Bank's internal processing systems.

4.3.3. The Client undertakes to maintain in the Payment Account the available funds as are required to execute the payment order, until the expiry of the execution term to be established by the Bank for the ordered payment operation.

4.3.4. The transaction limits imposed by the Bank for the use of a certain payment instrument, if any, shall be those established in the Specific Agreements/offers accepted by the Client/the IT applications related to certain services that are provided by the Bank and/or in the specific Lists.

4.3.5. The cash transactions (deposits or withdrawals) may be conducted only at ATM / MFM terminals by customers who have a **Commercial Card which allows this type of card Transactions to be carried** out and shall be specified on the forms made available/accepted by the Bank and shall be executed in accordance with the applicable legal regulations.

4.3.6. Information regarding the daily limits for cash withdrawing by card, in lei or in available currencies, which can be made at the ATM / MFM, are available on the bank's website www.raiffeisen.ro. The client can request the increase of the daily cash withdrawal limit in lei or in foreign currency according to the information that the Bank makes available to him in the same section of the site. In order to approve the requests to increase the daily cash withdrawal limit by card, the Bank may request additional information / documents / statements from the Client in order to establish the source of funds and / or the destination of cash withdrawals, to comply with legislation to prevent and combat money laundering and financing terrorism. The Bank may refuse to increase the daily cash withdrawal limits by card if the Client does not provide the Bank with the requested additional information / documents / statements.

4.3.7. In performing the Payment Operations, the Bank shall act in good faith and shall exercise reasonable due diligence, determined in accordance with the standards, banking practices, national and international protocols, uniform rules and any applicable international regulations, which shall duly supplement these GBC and shall jointly regulate the legal relationships to which they apply.

For the Payment Operations initiated, regardless of the method of submitting the Payment Order, the Client has the obligation to present to the Bank, at its request, supporting documents in accordance with the requirements of the legislation in force. In the case of Payment Orders transmitted through electronic payment instruments, the failure to present supporting documents at the Bank's request entitles the Bank to block the payment instrument.

If necessary, the Bank shall carry out additional verifications imposed by the legislation regarding the prevention of money laundering and terrorism financing, as well as by the legislation regarding the International/US sanctions for blocking the funds, in which case the execution time are extended until the end of the verifications required by the law.

4.3.8. The Bank may use communications, settlement or payment systems or the services of a third party to perform the payment operations ordered in the Payment Accounts.

4.3.9. The Bank shall not be liable to the Client for any delay or deficiency generated in the execution of Payment Operations by the Third Party in the fulfilment of its attributions in relation to the Bank (including, without limitation, intermediaries, correspondent banks, agents, etc.), even if the delay or the deficiency does not occur in abnormal and unforeseen circumstances, outside the control of the person invoking them and the consequences of which could not have been avoided in spite of all due diligence in this regard or if the third party is obliged to comply with other legislative provisions.

4.3.10. In the case of the amounts transferred to the Payment Account of a Beneficiary Client, if the Beneficiary Account mentioned in the payment order is opened in a currency other than that of the transferred amount, the Bank shall execute the payment operation by crediting the Beneficiary Account with the currency equivalent of this Account of the amount transferred, calculated at the Foreign Exchange Rate of the Bank from the moment of crediting the Account, with the corresponding application of the clause 4.3.13.

4.3.11. In the case of the amounts transferred from the Payment Account of a Paying Client, if the Paying Account mentioned in the payment order is opened in a currency other than that of the transferred amount, the Bank shall execute the payment operation by debiting the payer's Account with the currency equivalent of this Account of the transferred amount, calculated at the Currency Exchange Rate of the Bank, as indicated by the Bank at the time of the debiting of the paying account, the Paying Client accepting to perform the Payment Operation under these conditions.

4.3.12. If the payment order by which amounts are transferred to the Payment Account of a beneficiary Client is revoked by the payer with the acceptance of the beneficiary Client, after the Bank has credited the beneficiary Client's account, in case the transferred amount was denominated in a currency other than that of the beneficiary Account and the Bank performed the currency conversion according to the provisions of art. 4.3.10, the Bank shall refund the amount that is the object of the revoked payment order, in the currency indicated in the payment order, the Paying Client bearing any possible exchange rate differences resulting from the conversion between the amount credited in the beneficiary Client's Account and the amount returned by transferring to the payer who revoked the payment order; in this situation, the conversion shall be carried out at the Foreign Exchange Rate of the Bank from the moment the beneficiary Client's account is debited.

4.3.13. The Bank does not perform transfer operations of the amounts in RON from currency Accounts of the Paying Client, nor operations to collect the amounts in RON transferred to currency Accounts of the Beneficiary Client.

4.3.14. For the application of articles **2.2.6** and **3.1.5**, the Bank may impose transaction limits (such as, but not limited to: value limits for daily transactions, maximum number of daily transactions, value limits depending on the currency of the transaction, etc.) on Customers' accounts and may refuse to execute certain types of transactions with the prior notification of the client and the specification of the date from which these restrictions enter into force.

4.4. Execution Time

4.4.1. The Bank shall execute the payment operations given by the Paying Client, by reference to the Moment of receipt, in compliance with the following terms:

- a) for the national payment operations in RON, at the latest until the end of the next working day after the day of receiving the Payment Order;
- b) for the payment operations in euro, RON or other official currency of a Member State of the European Union/or of the European Economic Area (EU/EEA) outside the euro area, when the payment service provider of the payment beneficiary is located in an EU/EEA Member State: at the latest by the end of the next working day after the day of receipt of the payment order;
- c) for operations in any currency other than that of the EU/EEA member states, when the payment service provider of the payment beneficiary is in an EU/EEA member state: at the latest by the end of the third working day after the day of receipt of the payment order;
- d) for the payment operations in any currency, when the payment service provider of the payment beneficiary is not in an EU/EEA Member State: at the latest by the end of the third working day after the day of receipt of the Payment Order.

The payment operations provided in letter a), letter. b) and letter c) above are considered executed at the date of crediting the account of the payment service provider of the payment beneficiary with the amount of the payment operation.

The payment operations provided for in letter d) are considered executed by the Bank at the moment when the Bank transfers the money to the account of the payment service provider of the payment beneficiary through the corresponding banks and/or through the External Settlement Systems.

4.4.2. In the case of Payment Transactions carried out through Correspondent Intermediary Banks and/or through External Settlement Systems in other countries, for the calculation of the deadlines referred to in the previous point, the days established as non-working days and the national legal holidays of the respective countries shall not be taken into account and, as a result, the execution deadlines shall be extended accordingly to the number of such days.

4.4.3. The Bank may delay certain payment operations, as a result of carrying out any additional checks deemed necessary for the prevention of possible frauds, if it has reasonable suspicions or reasonable grounds for suspicion of fraud/ money laundering /terrorism financing /violation of International/USA Sanctions regarding such payments, in which case the delay in the execution of the payment operations or even the refusal to execute them cannot be attributed to the Bank. The Bank will inform the Client about the occurrence of such situations only to the extent that such information is permitted by law and does not prejudice objectively justified security reasons.

4.4.4. The Bank is not obliged to credit a Payment Account of the Beneficiary Client before receiving in its own account the final payment corresponding to the payment operation, unless it has agreed otherwise with the Client within the specific Agreement. In the case of currency payment operations (currency other than RON), the Bank shall credit the beneficiary Client's Account:

- (i) for Interbank Payment Operations, depending on the Cut-off Time, as applicable, on the day when the amount of the Payment Operation was credited to the Bank's account or the next working day and the operation shall be registered in the Client's Account with the Effective Date in which the Bank's account was credited;
- (ii) for Intrabank Payment Operations, on the day of receipt by the Bank of the Payment Order, according to the Cut-off Time set for the payment instrument used by the Paying Client;

4.4.5. The cash deposit and withdrawal operations performed at the Bank's ATM/MFM terminals are executed by the Bank in the online system, being registered in the Payment Account immediately after the completion of the operation.
4.4.6. If the Payment Orders that has as effect the credit/debit of a Payment Account are sent to the Bank on non-working days, they shall be considered received and shall be shown in the Account balance in the first working day following.

4.4.6. The Bank may execute certain payment operations before the fulfilment of the maximum deadline of execution stipulated in clause 4.4.1, in which case the Client may owe the Bank an additional charge for the urgency.

4.4.7. Cut-off Time for receiving Payment Orders (in RON or in currency) presented on paper, including those with a bar code, is the end of the working hours of the Bank's territorial unit. In the working days before the

days declared as legal holidays in Romania, the Bank reserves the right to set other Cut-off Time, which it shall make available to Clients by displaying at the bank's units and/or on the website www.raiffeisen.ro.

4.5. Refusal to Execute Payment Orders

4.5.1. In case the Bank refuses to execute a Payment Order or to initiate a Payment Operation and when the impossibility of execution is not due to measures required by the relevant legislation (including suspicions of fraud, money laundering /terrorism financing /violation of International/USA Sanctions communicated by other banks and / or Authorities or internally identified by the Bank and / or restrictions imposed to the Client by the Correspondent Banks) and there is no legal prohibition of notification, the Bank shall notify the refusal to the Client, in specific ways for each product/payment service, and, if possible, the reasons for the refusal, within the execution time specified in section 4.4, being able to charge a price for this information, in case the refusal to execute the payment order is objectively justified.

4.5.2. The refusal shall be made available to the Client upon request (for payment orders on paper and the "Direct Debit", "Scheduled Transfer", "Credit Card" type services) either on paper or on durable medium.

4.5.3. The refusal shall be transmitted to the Client in specific ways for each payment product/service, as well as, without limitation to:

- a. through payment instruments (e.g. internet-banking, mobile-banking, home-banking)
- b. through specific devices (terminals) that make the transmission and/or authorization of payment operations (such as ATM, EPOS, MFM, etc.) possible.
- c. in any of the modalities chosen by the Bank from the ones provided in section 8.2. "Notifications".

4.6. Revocation of Payment Orders

4.6.1. The payment operation authorized by the Paying Client by granting the consent using the corresponding modalities mentioned in section 4.2., becomes irrevocable after the Payment Order has been received by the Bank. By exception, the consent given for the execution of several Payment Operations may be revoked under the conditions mentioned in the Specific Agreements for the services of type "Direct Debit", "Scheduled Transfers".

4.6.2. The Client may withdraw his/her consent for a specific Payment Operation, only if:

The payment order is interbank and has not been executed yet

The bank did not guarantee the payment made instructed by the payment order

The bank did not confirm the payment execution to the payment beneficiary or to a third party,

and in the following conditions:

(i) before the Payment Operation becomes irrevocable, free of charge.

(ii) after the Payment Operation has become irrevocable, but before its execution (according to section 4.4.1.), with the payment of the taxes related to the service.

4.6.3. In the case provided for in point 4.6.2. (ii), as well as if the Client notifies the Bank of the withdrawal of the express consent for a certain payment operation after its execution, the Bank cannot guarantee the successful revocation of the payment order, if:

a) the payment instruction has already been sent to the payment service provider of the payment beneficiary in the case of the interbank payment operations;

b) the amount of the transaction has already been credited to the beneficiary's Account in the case of intrabank payment operations;

In these cases, the Bank shall send to the beneficiary of the payment, through its Payment Service Provider, the request of the paying Client to refund the amounts that are the object of the payment operation. The refund of the amounts shall be possible only with the agreement of the beneficiary of the payment.

4.6.4. Any incidental cost or damage incurred by the Bank, arising from the revocation or modification of a payment order, shall be borne by the Client and automatically debited by the Bank from any of its Account, without completing any other formalities.

4.7. Provisions regarding Price, Interest Rate and Exchange Rate. Commissioning Options Applicable to Payments

4.7.1 (i) When the service provider of the payment beneficiary is located in a Member State of the European Union/European Economic Area (EU/EEA), the payment operations in RON or in any currency are instructed with the SHA option of commissioning.

4.7.1 (ii) If the Paying Client expressly indicates, on his own responsibility, the OUR option of commissioning, the Bank may accept to execute a payment of the kind provided in section (i) above, instructed in any currency which does not belong to an EU/EEA Member State, the Client agreeing to bear all the costs related to the transfer of the entire amount that is the object of the payment instruction.

4.7.1 (iii) The Paying Client cannot use the BEN type option for the payment operations provided for in 4.7.1 (i), as a result, in case the Bank receives Payment Orders instructed with the BEN option in favour of a beneficiary whose payment service provider is from an EU/EEA Member State, shall process the payment with the SHA commissioning option.

4.7.1 (iv) When the payment service provider of the Paying Beneficiary is in a state outside the EU/EEA, the Paying Client may choose to apply any commissioning option: SHA, OUR, BEN

4.7.2. The commissioning option applicable to the payments in RON is SHA, for both national and cross-border ones.

4.7.3. For the payment services provided/the payment Accounts opened and maintained to the Client, it owes the Bank a price in the form of taxes, fees, charges and/or any other costs under the terms of clauses 2.3.1 (i) - 2.3.1 (ii).

4.7.4. The Bank may charge from the amount transferred to the Account the costs incurred by the Beneficiary Client for the execution of a Payment Operation.

4.7.5. For Card Transactions, which involve one or more currency exchanges, the monetary conversion shall be made at the Exchange Rate for Card Transactions, as indicated in the Specific Agreement regarding the payment service.

4.7.6. In the case of Payment Operations the execution of which involves monetary conversion and of the exchange operations performed by the Client through the Current Account, the Bank's Exchange Rate in the account, offered by the Bank at the time of execution shall be used or, when appropriate, the exchange rate negotiated with the Client.

The Bank informs the Client about the Bank's exchange rate, as applicable, depending on the payment instrument used, by displaying at the headquarters of the Bank's territorial unit and/or on the Internet page www.raiffeisen.ro, by displaying in the Raiffeisen Online Service application.

4.7.7. In order to collect the costs owed by the Client to the Bank, which involves foreign exchange, the Exchange Rate "in the Account" offered by the Bank at the time of payment of the respective cost shall be applied, unless otherwise agreed in the Specific Agreement.

4.7.8. The parties agree that the changes regarding the reference interest rate and those regarding the reference exchange rate provided for in the specific Agreement regarding payment services should apply immediately and without any prior notification.

4.8. Communication of information regarding Payment Operations

4.8.1. The Client agrees that the information regarding the Payment Operations is made available to it in the statement of account provided exclusively in electronic format, through internet banking and/mobile banking services or the "home-banking" type service, where the Bank provides the Client with this service. By consenting thereto, the parties hereby amend any previously-occurred agreement stating the opposite, related to the medium and the means used by the Bank for providing information about the Payment Account and the Payment Operations. Only in exceptional cases, at the express request of the Client, the Bank may also provide a statement of accounts on paper, or documents comprising information of the previous account statements, for which it shall collect the cost provided in the specific Lists mentioned in section 2.3.

For providing other information regarding the Account, the Bank may charge a cost under the conditions of section 2.3.

The documents containing information from the previous account statements or duplicates of the requested account statements will be generated on the account statement format in force at the date of the request, and not on the one in force on the date of issuance of the initial statement.

4.8.2. After the amount of the Payment Operation is debited from the Account of the Paying Client, as applicable, credited to the Account of the Beneficiary Client, the Bank shall communicate information regarding the Payment Operation according to the particularity of the payment instrument:

- a.** in the case of “Internet-banking”/“Mobile-banking” type services: by posting in the specific application of some text messages or by generating an electronic confirmation, or by the statement of account, as applicable;
- b.** in the case of (debit/credit) Cards: by displaying text messages and/or generating receipts in paper format by the electronic devices through which the card is used (e.g. ATM, MFM/EPOS, Imprinter) and, on request, by voice message communicated by the Call Center operators;
- c.** in the case of the “Home-banking” (Multicash) type service, through the intermediary statement obtained by the Client according to the Specific Agreement, in case the Bank provides the Client with this service.

4.8.3. The issuance by the Bank of an original copy of a Payment Order on paper at the time of its receipt from the Client, does not confirm the payment execution, but only the fact that the Bank has been in possession of the Payment Order.

The issuance of duplicates of the Payment Orders related to the transactions carried out by electronic-banking services (except Internet-banking services) on paper or on durable medium, is done only at the express request of the Client and after paying the related cost stipulated in the specific Lists mentioned in section 2.3.

4.8.4. The statement of account shows the Payment operations, corrections of the errors found by the Bank in connection with any operations performed/registered in the Account, the debtor/creditor interests, as well as the fees/taxes/any other amounts paid by the Client for the services provided by the Bank in the period for which the statement is issued.

4.8.5. The statement of account shall be made available to the Client with the frequencies provided in the Specific Agreements of the Accounts, the Client accepts that the information provided by the Bank in the statement of account are sufficient to identify the payment operations, without having to assign a specific reference.

4.8.6. The Client hereby accepts that the statements of account represent conclusive and correct evidence in legal proceedings, or for other purposes, both on their content and of the Client’s obligations, unless they contain a clear error, proven by a written document having an unquestionable date.

4.9. Provisions concerning the Security Requirements

4.9.1. The payment instructions given to the Bank shall be executed on the Account and at the Client’s risk, which shall bear the consequences resulting from misunderstandings or errors generated by it.

4.9.2. The Client is aware that the payment operations fall under the provisions of the law on sanctioning money laundering and preventing and combating the financing of terrorist acts and compliance with International / USA Sanctions, and any operations performed in Accounts (including Payment Accounts) that may give suspicious to the Bank, shall be ordered by the Client on its risk and under its full responsibility, in such situations the Bank being obliged to take all the measures required by the applicable legislation without being obliged, in any situation, to award damages, if by the measures imposed the Client/other persons would be prejudiced.

4.9.3. The Client shall be liable to the Bank for any loss incurred by the latter, as a result of failure to inform the Bank of any restrictions or limitations regarding the Client/Account.

4.9.4. In case the Client presents to the Bank payment orders, promissory notes, cheques, bills of exchange, etc. which are false or have fraudulent potential, which, at the Bank’s free discretion, giving rise to payment risks, including those instruments that may affect the finality of the settlement, they shall fall under the legal sanctions provided by the normative acts in force, the Bank being entitled not to execute the payment operation/order of the Client in these situations, without being held liable for the damages caused to the Client due to this.

4.9.5. The Client is obliged to comply with the security requirements mentioned in the Specific Agreement regarding payment operations and/or payment instruments.

The Client agrees that, if it denies that it authorized the payment operation executed or claims that it was not correctly executed, the use per se of the payment instrument issued by/registered with the Bank is necessarily considered sufficient to prove, as applicable, that the payment operation has been authorized by the Paying Client or that it has acted fraudulently or has failed to comply, intentionally or due to serious negligence, with one or more of its obligations regarding the security requirements specific to the payment instrument used, if the Bank demonstrates that the payment operation was correctly authenticated/authorized, registered, entered in the Account and that it was not affected by any technical malfunction or other deficiencies of the services provided by the Bank.

As a result, the Client is required to prove, as applicable, that it did not authorize the payment, did not act fraudulently, or that it complied with the security requirements specific to the payment instrument used.

4.9.6. The Client has the obligation to notify the Bank as soon as it is aware of the loss, theft, unauthorized use of the payment instrument or of any other unauthorized use thereof, through the means of communication identified in the Specific Agreement, which are operational 24/7. At the Client's request, the Bank shall provide the Client with the means to prove, for 18 months after the notification, that such notification has been made.

4.9.7 In case of suspicion of fraud or real fraud or in case of security threats, the Bank shall notify the Client, being able to choose, depending on the situation and/or the payment instrument involved, one or more of the following communication channels: SMS telephone message or Call Center, message transmitted through the applications related to payment instruments or message transmitted to the e-mail address communicated to the Bank.

4.9.8. The Bank is entitled to block the use of the payment instrument in the cases and in compliance with the procedures agreed in the Specific Agreement.

4.9.9. In the event that there are suspicions regarding the unauthorized use/fraudulent use of any electronic payment channel/instrument, by the Client or a third party, or reasons related to the security of the payment instrument, the Bank may suspend at any time, the access of the Client to these services for a fixed period of time.

As a measure of protection of the Client's interests or in case of fraud suspicions, the Bank may block the Client's access to the Account through any channel/payment instrument and/or the execution of any payment operation carried out through these services(including the payment operations ordered by **Providers of payment initiation services**, without the Client's prior consent, until any suspicion is removed. In these cases, the Bank shall not be held liable for not performing and/or blocking the transactions ordered by the Client.

The Bank shall notify the Client of the measures taken by choosing between the communication method provided in the Specific Agreement and any of the modalities provided in section 8.2. "Notifications", being also able to use telephone calls initiated through the Call Center Service.

4.9.10. If the Bank finds that a Client's Account has been credited or will be credited with amounts coming from the accounts of other Clients/other sources, as a result of the performance by the Client receiving the payment of activities alleged to be illegal or in case of fraud suspicions, performed by the Client or any other third persons, the Bank shall have the right, however without being obliged, to block/freeze until any suspicion is removed and / or debit at any time the Account of the Client receiving the payment with the amounts coming from such activities with which it was credited, without the prior consent of the Client, with his subsequent notification of the measure taken, in accordance with the provisions of section 8.2. "Notifications", being able to use the telephone calls initiated through the Call Center Service, without being held liable in any situation for the possible damages that the Client would suffer.

4.10. Payment Operations Unauthorized, not Performed or Incorrectly Performed. Liability of the Parties.

4.10.1. The Paying Client shall bear all losses related to any payment operations disputed as unauthorized, resulting from the use of a lost or stolen or unduly used payment instrument, the Client's fraudulent behaviour or as a result of the Client's intentional failure to or gross negligence in observing one or more obligations incumbent upon them in connection with the payment instrument in accordance with the provisions of the

Specific Agreement and/or these GBC and/or the legal regulations in force (including, without limitation to, the case where the Client has not safely kept the customized security elements).

4.10.2. If the Client has notified the Bank of the loss, theft or unauthorized use of the payment instrument, the Client shall continue to be liable also for any losses arising even after notifying the Bank.

4.10.3. The Bank is liable in the following conditions:

a) in the case of payment operations not authorized by the Client other than those resulting from the use of payment instruments under the conditions of clauses 4.10.1-4.10.2

b) in the case of payment operations not executed or executed incorrectly by the Bank, if the amounts of money did not reach the Service Provider of the payment beneficiary.

4.10.4. The Bank rectifies a Payment Operation, including when initiated through a Payment Initiation Service Provider, only provided that the Client has notified the Bank, without undue delay, but no later than 45 (forty-five) days from the date on which the Account was debited, registered in the statement of account/activity report (issued for credit card accounts), the fact that it has found an unauthorized or incorrectly executed payment operation, which gives rise to a complaint. If the Payment Operation is initiated through a Payment Initiation Service Provider, the Bank shall correct the respective payment operation within the same deadline mentioned above.

4.10.5. The Bank is exempted from liability for those payment operations ordered by the Client, which cannot be processed or are processed late due to causes such as: lack of available funds in the payment account, filling-in errors, illegality of operations, malfunctions or limitations of the systems owned or managed by third parties (banks, traders, card acceptors, telephone service providers, etc.), failure to comply with the conditions regarding the payment orders imposed on the Bank by NBR, Correspondent Banks and/or other authorized institutions, the impossibility of reading the information completed in the payment forms, execution of the enforceable provisions of the judicial bodies, the absence of supporting documents related to the operation (if the legal provisions require the presentation of such documents or the Bank has expressly requested such documents according to art. 3.1.4 and art. 3.1.5, and/or for performing additional verifications according to art. 4.3.7) and/or as a result of the verifications that the Bank must carry out, in order to comply with the legislation in force on the prevention and combating of money laundering, terrorist financing, fraud and for compliance with International/US sanctions regimes as well as for compliance with any other applicable regulations or in any other cases outside the control of the Bank.

4.10.6. If the Sole Identification Code of the Account/IBAN Code of the payment beneficiary's account, provided by the Client in the payment order is incorrect or invalid (does not correspond to the validation algorithm), the Bank is exempted from liability for performing in the indicated account, respectively for non-performing of the payment operation. At the Client's request, the Bank shall make reasonable efforts to recover the funds involved, charging for this service the commission provided in the Specific Agreement or, as applicable, in the rate/taxes and fees Lists (provided in art.2.3.1).

4.10.7. The Bank shall not be held liable for any loss or damage of any kind incurred directly or indirectly by the Client as a result of the Bank's performance of any instructions of the Client, being accepted by both Parties that any instructions are given to the Bank by the Client at its own risk and under its full responsibility.

4.10.8. The Bank shall act in accordance with the provisions of national and international laws and regulations regarding the sanctioning of money laundering and the prevention and combating of terrorist financing and compliance with International / USA Sanctions applied to certain states, entities and persons, as well as restrictions on product exports and technologies with potential for civilian and military applications ("dual-use goods"). Consequently, the Bank will not be liable for losses or damages of any kind incurred (including moral) incurred directly or indirectly by the Client or third parties persons as a result of compliance with these regulations, resulting from:

(i) late execution / non-execution by the Bank of any payment instruction of the Client

(ii) blocking /freezing/ / closing the Account / payment instruments

(iii) termination of Specific Agreement

4.10.9. The Bank shall not be liable to the Client for the losses caused by force majeure ((unpredictable and inevitable events that cannot be controlled by the parties), including, without limitation to: nationalization,

expropriation, currency restrictions, measures of bodies with regulatory powers, including, without limitation to, any agency, government body, National Bank of Romania, labor disputes among Bank personnel or other entities involved in transactions performed by the Bank on behalf of the Client and whose services are used by the Bank, boycotts, power or Bank's communications or equipment outages, international conflicts, violent or armed actions, acts of terrorism, insurrection, revolution, as well as unforeseeable natural events with major negative effects.

4.10.10. In all cases where the Bank is held liable, its liability will be limited to the covering the actual damage caused to the Client.

4.10.11. In the situation where, as a result of the application of the legal provisions and the provisions of the clauses in section 4.10, the amount related to a Payment Operation was refunded to the Client, both by the Bank and by the payment beneficiary or the payment service provider thereof, the Bank is authorized by the Client to recover the entire amount refunded to the Client, by debiting, at any time, the Client's the Account with the respective amount. The Client authorizes the Bank to perform the operation, without the need for other prior authorization from.

4.10.12 The Bank is entitled to recover the amount/amounts with which was indemnified the Client for the unauthorized, unexecuted or incorrectly executed payment operations, in case the Client's fraud is proved or its intentional failure to or serious negligence in complying with the obligations incumbent upon it or if it is found that the payment operation was executed incorrectly due to the Client's error. For the purpose of recovery, the Bank is authorized by the Client to debit at any time the Account with the amount with which it was indemnified, without any prior notification or other formality being required.

4.11. Incorrect Crediting

4.11.1. If a Client's Account is erroneously credited with an amount, the Client shall keep that amount as an agent for the Bank and shall not have the right to withdraw, transfer, dispose of or use in any other way that amount in whole or in part. As soon as it becomes aware of any such Incorrect Crediting, the Client shall notify the Bank, and the Bank shall have the right to debit the respective account with any erroneously credited amount.

4.11.2. If, in breach of the obligation stipulated in art. 4.11.1., the Client withdraws, transfers, disposes of or uses in any way the incorrectly credited amount or part of it, the Client undertakes to reimburse immediately to the Bank the respective amount and to indemnify the Bank for any loss suffered as a result of this fact.

In this context, the Bank may decide to apply the provisions of chapter 3.4., by submitting to the Client, in the form of a non-revolving overdraft facility, the amount required to fulfill the reimbursement obligation, for which the Holder shall owe interest on unauthorized overdraft. In this case, the Bank's decision to debit the Account with the incorrectly credited amount that shall exceed its credit balance has the legal value of early acceptance by the Client of a non-revolving overdraft facility.

4.11.3. If the crediting error is notified by the Bank, by the payment authorizing officer/payment service provider of the payer, the Bank has the right, without the need to notify or obtain a prior authorization from the Client, to correct the error by debiting the account with the respective amount, based on documents in a form and substance satisfactory to the Bank.

4.11.4. The Bank shall inform the Client regarding the correction thus made through the statement of account.

4.11.5. The Bank shall not be held liable for any loss or damage of any kind incurred directly or indirectly by the Client as a result of the Bank performing an instruction which subsequently proves to be transmitted by a person without capacity/right, if the Bank proves that it was extremely diligent, but the lack of capacity/right/identity of the person who transmitted the instruction could only be established by special technical means and procedures.

5. PROVISIONS REGARDING THE UTILISATION OF THE COMMERCIAL CARD and THE 3D SECURE SERVICE

5.1. Provisions regarding the authorization of Transactions through the Commercial Card

5.1.1. As a rule, the Card User expresses his/her consent for the authorization of Card Transactions through the Strict Client Authentication, under the conditions and with the application of the exceptions provided by the Romanian legislation and the European normative acts.

5.1.2. Card Transactions are considered authorized by the Card User, in the name and on behalf of the Card Holder, if the Card User has expressed his/her consent by using the security elements, as follows:

- for ATM/MFM Card Transactions: using the Card and PIN; in the case of using an Electronic Wallet, the transaction is authorized by bringing the mobile device with the payment function close to the contactless reader of the ATM/MFM, the unlocking (if applicable) of the mobile device and further the operation of the transaction on the ATM/MFM screen, including the introduction of the card PIN;

- for Card Transactions at EPOS: depending on the conditions agreed by the trader with the institutions that provide the card payment acceptance service, by:

- (i) use of the Card, together with the PIN or the signature on the receipt generated by EPOS, as applicable;

- (ii) only use of the Card (for the Payment of low value, according to clause 5.2.5)

- for Card Transaction at Imprinter: by using the Card and the signature on the generated receipt; for Transactions by card in electronic commerce (e-commerce) depending on the conditions agreed by the merchant with the institutions supplying the card payment acceptance service, by: (i) - supplying the data recorded on the Card, under the terms and conditions agreed upon by the Card User with the merchant. In the case of those sites enrolled in the 3-D SECURE Electronic Commerce Service, the payment authorization shall be made by the Strong Customer Authentication, - and it is necessary to supply the security elements which are specific to this type of authorization, provided for under the Terms and Conditions specific to the use of this service, set forth in item 5.9. below.

- (ii) the supply of data registered on the Card (for small amount Payment, according to the provision 5.2.5)

- for Card transactions without a card present, by post or telephone (MOTO type transactions): by providing to the trader some of the data registered on the Card, in order that the trader initiate payments according to the terms and conditions established with it as a payment beneficiary;

- for Card transactions with low amounts, at unattended Terminals (e.g. highway charges, parking fees, etc.): by using the card and reading the information from the card chip.

- for Card Transactions performed by using technologies, computer applications and/or mobile devices with payment function (for example, the Electronic Wallet): by using the security elements regulated under the conditions of their specific use.

5.1.3 Certain types of Card Transactions within electronic commerce (e-commerce), by way of exception to the provisions of art. 5.1.2, may be authorized by the Card User as such:

- Recurring transactions (a series of payments of the same amount made by the same beneficiary at certain periods, for example, on a monthly, weekly basis, etc.) – the Card User authorizes the first payment operation based on Strong Customer Authentication and the subsequent payments of the series may be deemed as authorized by the Card User, without supplying any security items related to the Strong Customer Authentication;
- Transactions for which the Card User granted to the payment beneficiary/merchant on its site, a mandate for the purpose of initiating payments in the name and on his behalf – the Card User supplies the security elements related to the Strong Customer Authentication upon granting the mandate to the payment beneficiary/merchant, and the payments shall be initiated by the payment beneficiary/merchant without the Card User applying the Strong Customer Authentication;
- Remote electronic transactions identified as having a low level of risk - the authorization of these transactions is done by providing the data contained on the Card, without introducing the security elements related to Strict Customer Authentication. The low level of risk is determined, according to the legal provisions, from the analysis of the Cardholder's trading profile, taking into account several

parameters such as, without being limited to: the amount and currency of transactions, the merchant's country, repeated transactions to an approved beneficiary, performing the transactions using the same device.

5.2. Functionalities specific to the Commercial Card

5.2.1. Several Commercial Cards can be attached to a Card Account, within the maximum number offered by the Bank to the Card Holder.

5.2.2 (1) The card activation is made by the Card User at the first POS/ATM/MFM transaction, by inserting the Card in the terminal and typing the PIN code. The PIN codes are communicated to the Card User by a SMS message, at the last mobile number declared to the Bank at the latest update of data made by this or on paper, sent by courier according to art. 5.4.5.

(2) All the Cards issued by the Bank have incorporated contactless technology, so that they can be used either by inserting the Card in the Payment Terminal or by approaching it, the communication being made through radio waves. The Card Holder has the possibility to request the Bank to deactivate the contactless functionality of the Card in any Bank agency or through the Call Center Service.

5.2.3. The card user can perform the following types of Card Transactions, respecting the territorial functionality of the Card:

a) Card transactions where the Card is physically present at the Terminal, in which case:

(i) the data of the Card or mobile payment device are read electronically by the payment terminal (for example cash withdrawals through ATM/MFM or at the Trader's counters, if this service is offered through EPOS terminal, direct payments to traders through EPOS);

(ii) The terminal takes over the imprint of the elements made in relief on the obverse of the Card (direct payments to traders through Imprinter).

b) Card transactions where the Card is not physically present at the Terminal, (for example "MOTO" type transactions, electronic payments, "e-commerce" payments and payments via mobile devices with payment function)

5.2.4. For Payment Operations authorized using contactless technology, it is considered that the Card Holder has expressed his/her consent to perform the Payment Operation by simply approaching the Card with contactless technology/mobile device with the contactless payment function from an EPOS/ATM/MFM terminal/another type of Terminal with contactless technology and Strict Card User Authentication.

5.2.5. By exception, for the Low-Value Card Payment, authorized using contactless technology, it is considered that the Card Holder has expressed his/her consent to carry out The transaction by Card using contactless Technology, by simply approaching the Card/mobile device with payment function by an EPOS/ATM/MFM Terminal/other type of Terminal with contactless technology or by supplying the card data for the internet transactions (e-commerce), without the need for Strong Customer Authentication, if the cumulative value or the cumulative number of the low value Payments made since the last application of the Strict Card User Authentication is respected, as established by the Bank/international card organizations and published on the Bank's website, www.raiffeisen.ro. The value of these limits can be modified by normative acts and/or by the international card organizations, the Card Holder and/or the Card User being properly informed on the Bank's website/in the Bank's agencies regarding the new limits.

5.2.6. Any other payment operations ordered through the Card, authorized without the use of contactless technology, shall be performed according to the provisions of art 5.1.2. above.

5.2.7. The commercial card is and remains the property of the Bank permanently. Each Card is personalized by the Bank, by inscription with the card number, the name of the Card Holder, the name and surname of the Card User or another identification element chosen by the Card Holder and approved by the Bank, the validity period.

5.2.8. The Card User shall use the Card in compliance with the limits set by the Card Holder in the Forms made available by the Bank for this purpose and is obliged to return it at the Bank's request.

5.2.9. Use of the Card is made only by the Card User designated by the Card Holder. The card is not transferable. The card can only be used within the time limit specified on the obverse and in compliance with the provisions of art. 5.2.8;

5.2.10. The Bank shall automatically renew the Commercial Card at any time during the last 45 days of the validity period of the Card, unless the Card Holder notifies the Bank 45 calendar days before the expiry of the validity of the card about his/her intention to renounce its renewal or in situations where the Card is attached to a dormant, blocked/unavailable or closed Account at the time of renewal.

5.2.11. The card user shall be able to obtain from the ATM/MFM Bank Terminals a mini-statement of account containing the last 10 transactions performed in connection with the current account to which the debit card is attached, regardless of the payment channel/instrument through which they were performed or by the person who performed them.

5.3. Conditions for Operating the Card Account and the attached Commercial Card

5.3.1 The available funds in the Card Account may be used, depending on the type of Card Account:

- only through the Commercial Card (in the case of the Credit Card Account);
- both through the Commercial Card, as well as any other tools that ensure access to the Account, made by the Bank at the disposal of the Card Holder (in the case of the Current Account) in order to initiate payment orders. The card holder shall communicate to the Bank, upon its request, supporting documents for the transactions performed with the Commercial Cards. The Bank may refuse to initiate and / or settle the transactions carried out with the Commercial Card at the merchants that have the object of activity gambling and online betting or other fields of activity restricted by the Bank; The cardholder will be notified regarding the restricted fields of activity according to chap. 8.2 "Notifications".

5.3.2. The Bank shall provide the Card Holder with the Card Statement of Accounts (in the case of the credit card account, the statement of accounts can be found in the Monthly Activity Report) in the manner and with the frequencies provided in the Specific Agreement related to the Card Account, applying accordingly the provisions provided in clauses 4.8.4 - 4.8.6.

5.3.3. The Bank is authorized by the Card Holder to automatically debit the Card Account, with the following amounts, specific to the use of the Commercial Card, the debit of the Card Account to be performed by the Bank exclusively in the currency of this account:

- a) the value of Card Transactions performed by all Card Users;
- b) the value of Card Transactions fraudulently performed in the conditions of loss/theft of the Card and the failure to notify the Bank, by telephone or in writing, of the event by the Card Users;
- c) taxes and fees due to the Bank according to the Specific Agreement;
- d) fees paid by the Bank for settling disputes regarding Card Transactions, formulated by the Card Holder/Card Users;
- e) interest due to the Bank by the Card Holder for unauthorized exists in overdraft of the Current Account to which the Card is attached; costs and interest due to the Bank for the amounts used from the Credit Line (the credit) attached to the Credit Card Account, as well as for unauthorized overdrafts of the Credit Line attached to the Credit Card Account.
- f) other operations expressly arranged by the Card User.

5.3.4 Once a Card Transaction has been authorised, it is irrevocable and is carried out in real time, the Account being blocked with the countervalue of the Card Transaction at the time it is carried out. The settlement of the amount blocked at the time of authorization of the Card Transaction in the card acceptance networks will be carried out within the deadlines set by the international card organizations.

5.3.5 In certain limited situations, Card Transactions may also be carried out off-line, in which case the transaction is sent directly for settlement, without the transaction amount having been previously blocked on the Account. Both the blocking of the Card Transaction amount and its settlement are carried out automatically by the payment system, without the bank being able to intervene in the commercial relations between customers and merchants/accepting banks.

5.3.6 For Card Transactions made in the currency of the Account, carried out by means of the Cards attached to accounts opened in Lei, Euro, USD, the Bank shall record in the current Account attached to the Card the amount related to the Card Transaction (debit/credit of the Account), without currency conversion.

5.3.7. For Transactions performed in a currency other than the Card Account,

(i) through commercial Card attached to a Card Account in RON, the Bank shall debit the Card Account by using the EUR reference currency, as follows:

(a) the currency exchange between the currency in which the transaction is performed and the EUR reference currency is performed by the International card organization under The Payment Brand under which was issued the Card, at its internal exchange rate on the date of the inter-banking settlement;

(b) for debiting the Card Account in RON, the Bank uses its internal exchange rate for selling EUR/purchasing RON, afferent to the Card Transactions valid at the date of the settlement of the transaction and debiting the Account with the value of the transaction, exchange rate displayed at the headquarters of the Bank units and/or on the website www.raiffeisen.ro.

(ii) through commercial Card attached to a Card Account in EUR/USD, transactions in RON performed on the Romanian territory, the Bank shall debit the Card Account by using the reference currency EUR/USD, as applicable.

The currency exchange between the currency in which the transaction is performed and the reference currency is performed by the International Card Organization under The Payment Brand under which was issued the Card, at its internal exchange rate on the date of the inter-banking settlement;

5.3.8. For Transactions performed in RON on the Romanian territory with the commercial Card attached to an account opened in EUR/USD currency, the Bank shall debit the Card Account by using its internal exchange rate for purchasing EUR / selling RON ,respectively for purchasing USD / selling RON, as applicable, valid at the date the Account is debited with the value of the transaction, exchange rate displayed at the headquarters of the Bank units and / or on the website www.raiffeisen.ro.

5.3.9.(i) For Transactions through card performed in USD at the Bank's Terminals with commercial Card attached to an account opened in EUR or RON, the Bank shall debit the Card Account by using the exchange currency between the currency of the Transaction and the currency of the Account, by exchanging in RON currency in case of the accounts opened in EUR currency, by using its internal exchange rate for selling USD/purchasing RON, valid at the date the Account is debited with the value of the transaction; supplementary, in case of a commercial Card attached to a Card Account opened in EUR currency, the Bank shall subsequently operate also the exchange currency between RON and EUR by using its internal exchange rate for purchasing EUR / selling RON related to the Transactions through the Card, valid until the date the Account is debited with the value of the transaction, exchange rate displayed at the headquarters of the Bank units and / or on the website www.raiffeisen.ro.

(ii) For Transactions through card performed in EUR at the Bank's Terminals with commercial Card attached to an account opened in USD or RON, the Bank shall debit the Card Account by using the exchange currency between the currency of the Transaction and the currency of the Account, by exchanging in RON currency in case of the accounts opened in USD currency, by using its internal exchange rate for selling EUR/purchasing RON, valid at the date the Account is debited with the value of the transaction; supplementary, in case of a commercial Card attached to a Card Account opened in USD currency, the Bank shall subsequently operate also the exchange currency between RON and USD by using its internal exchange rate for purchasing USD / selling RON related to the Transactions through the Card, valid until the date the Account is debited with the value of the transaction, exchange rate displayed at the headquarters of the Bank units and / or on the website www.raiffeisen.ro.

5.3.10. The Bank ensures to the Card Users the comparability of the currency conversion fees, for cash withdrawal transactions to an ATM/MFM or EPOS payment and/or on internet (E-commerce), made within the territory of the European Union (EU) by the Card User. Thus, starting with 19 April 2021, for these transactions carried out in EUR or in a national currency of any EU Member State, different from the account currency, the Bank shall express the total currency conversion charges as a percentage mark-up over the latest available euro foreign exchange reference rates EURO issued by the European Central Bank (ECB), displayed on the website or www.raiffeisen.ro.

5.3.11 The Bank and the Card Holder agree that for those transactions provided for under art. 5.3.10 above, the Bank shall inform the Card User exclusively by displaying the information on the Bank site and shall not communicate to the Card Users any notifications and/or electronic messages including the information provided

for under art. 5.3.10 after receipt of a cash withdrawal transaction at an ATM/MFM or a EPOS payment and/or on the internet (e-commerce) which is expressed in any currency of the EU different from the currency of the payer's account.

5.3.12 The exchange rates used by the International card organisations can be found on the websites of these organisations. The Bank's exchange rate for Card Transactions is displayed on the Bank's website, www.raiffeisen.ro.

5.4. Rights and Obligations of the Card Holder Client

5.4.1. The Card Holder shall ask the Bank to issue Debit Cards through a specific Form enclosing the Applications for the Issuance of Commercial Debit Cards of Raiffeisen Bank. **Credit Cards** are only issued under the Specific Agreement on granting the Credit Facility Accessed by Credit Card concluded between the Bank and the Card Holder Client and with the specific Forms made available by the Bank to the Client for this purpose.

5.4.2. The Card Holder must notify the Card Users of the content of the Specific Agreement on granting the Credit Facility Accessed by Credit Card concluded between the Bank and the Card Holder, respectively of the content of the Contract on regulating the issuance of the Commercial Debit Card, and undertakes full responsibility for the use of Commercial Cards by the designated Card Users, including for the use of the Cards embedded in the e-Wallets.

5.4.3. The card User may: (i) review, by using the Debit Card in his/her possession, the balance available in the Current Account and, for the Credit Card, the available balance corresponding to the Card, or (ii) contest only the transactions performed with the Card, or (iii) obtain a brief statement of account, according to paragraph 5.2.11 above, or (iv) register the Card with the e-Wallets.

5.4.4. The Card Holder understands and accepts that the Card User may register the Commercial Card issued to the Card Holder in one or several e-Wallets and that the Card Holder is responsible for the methods of registering and authorizing the Transactions with the card, performed on the respective mobile devices for payment in question.

5.4.5. The way the Card Holder / Card Users receives the requested Commercial Cards and/or their related PIN, is regulated within the Specific Agreements having as object Commercial Cards (Forms/Requests made available to the Card Holder by the Bank through the channels approved by it). If the Card Holder indicates to the Bank an Address for card delivery and/or a Contact Person for card pick-up, this information will be unique at Client level as Card Holder. As a result, for the delivery of the Cards it will be taken into account the information provided by the Client as recorded in the Bank's system at the end of the day in which the Card Issuance Request is processed / the reissuance or renewal of the Card is initiated.

5.4.6. The Card Holder has the right to notify the Bank of the cases when, in its opinion, there are incorrect records in the Statement of Account/Activity Report of the Card Account or transactions which have not been authorized by the Card Users.

Such complaint shall be received and reviewed by the Bank in accordance with the provisions of Article 4.10.4. The complaint shall be submitted in writing at the bank unit or shall be notified to the Bank by phone, through the Call Center Service and it must include the number of the card, the names of the Card User and of the Card Holder, the amount contested, the date of the transaction contested/the date of the Activity Report with the transaction contested, and any other additional information/documents supporting the complaint.

The Bank shall inform the Card Holder in writing about the settlement of the complaint, in observance of the legal provisions.

5.4.7. It is prohibited to use the Commercial Card:

- after the Bank is notified about the loss/theft of the Card or of the PIN;
- when the Card User and/or the Card Holder have violated the contractual provisions and the Bank has requested the Card to be returned;
- when a Card declared as lost/stolen is recovered by the User/Holder after having notified the Bank about the loss/theft thereof;
- when a Card is cancelled or blocked by the Bank under the terms of the Specific Agreement;

- when a Credit Card is cancelled or suspended by the Bank due to the non-compliance by the Card Holder with the agreement for the reimbursement of the amounts used from the Credit Limit set for the Credit Card account.

5.4.8 The Card Holder must take all the measures to prevent the use of the Commercial Cards by unauthorized persons, as well as to enforce and observe any other instructions for securing and protecting the Card and any personalized security elements used for authorizing the Transactions with the Card, sent to the Bank from time to time.

5.4.9 The Card Holder is liable towards the Bank for the non-compliance, by it, through its authorized persons or Card Users, with the following obligations:

5.4.9.1 The card users have the following obligations:

a) to ensure, by all means, the security of the Card, of the PIN, and of the security elements of the e-Wallet including of the mobile phone the number of which was indicated to the Bank for the purpose of communicating the PIN, so that their use by unauthorized persons;

b) to sign the Card on the back, in the box designated for this purpose, at the time of its receipt, by using a ballpoint pen;

c) to keep the Card safely and not to disclose specific identification information (card number, expiration date, name, etc.) to other persons;

d) not to lend the Card to other persons;

e) to make sure that the Card stays under their close supervision during transactions;

f) before destroying the envelope containing the PIN printed on paper or, when applicable, before erasing the text message sent by the Bank with the PIN, they should memorize the PIN or write down the PIN in a place known only by them;

g) never to write the PIN on the Card or in a format which can be easily recognizable in particular or on an item which is accessible to other persons (like: in the mobile phone, in the planner);

h) not to keep the Card in the same place with the mobile phone whose number was communicated to the Bank and is used for sending the Card User the OTP (one-time password) codes generated by the 3D Secure Service for authorizing Internet transactions;

i) not to disclose to any other person the PIN or Static Password even if such person is or introduces herself/himself as an employee of the Bank; also, the PIN code must not be input on websites;

j) to make sure that the PIN is not disclosed (voluntarily or involuntarily) to other persons during the transactions which require the use of the PIN;

k) not to provide data related to the Card (card number, expiration date, set of 3 digits on the back of the card where the User signed, and/or PIN, OTP code or Static Password) by replying to emails where they were asked to do so; Raiffeisen Bank never requests such information by email;

l) to keep as confidential the data and information which might represent identification elements (security password) in the relationship with the Bank;

m) if the Card is not submitted to the Bank for various reasons, to cut the Card horizontally, through the magnetic strip/card chip.

5.4.9.2 (i) In case the Card or PIN is lost/stolen or the Card is used without entitlement, the Card User/Holder must notify the Bank by phone through the Call-Center Service or by using the assistance numbers written on the Card, or in writing, for the purpose of blocking the access to the Account through the Card. The notification in writing shall be submitted to any territorial unit of the Bank during the working hours with the public.

(ii) In case the Card is lost/stolen abroad or when the Card User wants to replace the Card urgently and/or get urgently an advanced payment in cash, it is absolutely necessary to contact the assistance centers of the international card organization under whose logo the card was issued, in the country where the Card was lost/stolen.. These services are only applicable abroad and the Charges for replacing the Card urgently and/or the amount of the cash issued urgently shall be retained by the Bank from the Card Account of the Card Holder. The Card User will be provided with a temporary Card, which can be used for a short period of time (written thereon), for transactions that will be authorised by the Card User without providing the PIN. The maximum cash amount that can be received during the time between reporting the loss/theft of the Card and the User

receiving a new card is up to a value cap, as offered by the Payment Scheme, and up to the funds available in the Card Account.

(iii) The Bank shall block the use of the Card declared as lost/stolen/used without entitlement, as of the receipt of the corresponding notification from the international card organizations under whose logo the card is issued, from another bank member of the Payment Scheme, for the Card User, or from the Card Holder.

(iv) For the Card Transactions, the Parties are liable under clause 4.10.1 of these GBC-LP.

For the Card Transactions performed after the Bank is notified regarding the Card lost/stolen/used without entitlement (including the notifications specified in Article 5.10.4), the Bank is liable only when the losses are not caused by the fraudulent behavior of the Card Holder/Card User or pursuant to the Card Holder/Card User not complying, intentionally or because of gross negligence, with one or several obligations related to the Card under the provisions of the Specific Agreement and/or of these GBC and/or of the legal regulations in force (including, but not limited to, the case when the Card Holder/Card User has not kept the personalized security elements safely).

5.4.9.3. If the Card User had the Card replaced urgently abroad, when coming back to his/her country, said User must, within maximum 5 calendar days, submit the Replacement Card to the Bank. The Bank undertakes to issue a new Card of the same type in exchange, without charging any issuance fees.

5.4.9.4. The Card User and the Card Holder must cooperate with the authorities and with the Bank's representatives for the purpose of recovering the lost/stolen Card. If the Card User finds the Card after having notified the Bank about the loss or theft thereof, the respective Card must not be used and must be returned to the Bank as soon as possible or must be destroyed by the Card Holder cutting through its chip.

5.4.9.5. The Card User and/or Card Holder, as applicable, shall notify the Bank in writing, at any bank unit and/or by phone through the Call-Center Service as soon as he/she becomes aware of one of the following emergency situations:

- a) the Card is damaged or its use is blocked (for example, it was trapped in an ATM/MFM);
- b) there are certain transactions recorded in the Card Account which were not authorized by the Card Users;
- c) any transaction recorded in the Card Account which, in their opinion, represents an erroneous recording due to the Bank's management of the Card Account;
- d) there are elements creating suspicions regarding the possibility that the security elements (including the PIN) are known by people other than the Card User;
- e) errors in the operation of the Card and/or of the 3D Secure Service and/or receiving an incorrect PIN;
- f) the mobile device with an e-Wallet installed is lost/stolen or the security elements thereof of the mobile device and/or of the e-Wallet are compromised.

5.4.10. The Card Holder must notify the Bank, at least 45 business days before the expiration of the Card, if it does not wish to renew the Card(s) for certain Card Users. If the Card Holder gives up the use of one or several cards issued to its Card Users, of his/her free will, before the expiration of the validity period thereof, the Card Holder shall also notify the Bank and shall submit the Card(s) based on a handover-receipt acceptance statement.

5.4.11. The Card Holder shall notify the Bank, as soon as possible, about any change in its identification data and, if applicable, in the identification data of its Card Users, as well as about any change in the Legal Representatives thereof, by filling in the Specific Updating Forms made available to it by the Bank.

5.4.12. The Card Holder must supply the Card Account with the amounts due to the Bank pursuant to the use of the Commercial Cards by the Card Users. In case of the Credit Cards, the amounts used by Card shall be paid to the Bank under the terms of the Specific Agreement on granting the Credit Facility Accessed by Credit Card.

5.4.13. The Card Holder must pay the costs corresponding to the issuance and use of the Commercial Cards.

(i) The **costs** corresponding to the Debit Card are:

- the annual card management fee, due for each card issued. The first due date for such fee is the date of the issuance of the Card and, subsequently, such fee shall become due on an annual basis on the date corresponding to the date of the issuance of the Card;
- fees/charges for Card Transactions (as well as, but not limited to, those for depositing/withdrawing cash, due on the date of such transaction).

The amount of the costs due is specified in the specific Lists of Rates/ Taxes and Fees mentioned in Section 2.3 of the GBC and/or in the content of the Specific Agreements. The level of such costs may be changed by the Bank from time to time, under the terms in Section 2.3 of the GBC.

(ii) The costs corresponding to the Credit Card are specified in the Specific Agreement on granting the Credit Facility Accessed by Credit Card.

5.4.14 If the Cardholder /Card User uses the services provided by merchants that allow the saving / registration of Card data and accepts this registration to make subsequent payments on the websites or applications of the respective merchants, he undertakes the following obligations and declarations:

- a) shall ensure that it complies with all its obligations under these contractual provisions during entire period he uses the services offered by the merchant;
- b) Understands that in order to access these services it is necessary to enter on the merchant's website / application the data of the card he wants to save for subsequent payments, namely card number, card expiration date, CVV code and understands that after entering the card data, the Bank, by virtue of its capacity as card issuer, will respond to any requests coming from the payment schemes to validate such data that it holds, as well as provide it with information regarding the replacement of the card
- c) Understands and accepts that in case of renewal or reissue of the card whose data have been saved / registered on the merchant's site/application, the new expiration date of the renewed / reissued card will be automatically updated on the merchant's site/application (except for the situation provided in letter d)); in case he does not want the updates to be made, the Card User has the obligation to access the merchant's site / application and to delete the card data from its records. In case the merchant does not offer the possibility or does not respond to the request regarding the deletion of the saved card, the Card User who no longer wants the automatic updating of card data or making subsequent payments on the sites or applications of those merchants will address the Bank, requesting closure the respective card and the issuance of a new card;
- d) Understands and accepts that, in the event that the Card whose data have been saved / registered on the website / in the merchant's application has been replaced / reissued due to loss, theft or fraud reporting, the initial card will be inactivated and the card data reissued will not be automatically updated at the merchant, but will have to be saved / registered again in order to be used to make payments on the merchant's website / application;
- e) In relation to the Bank, the Cardholder /Card User is responsible for all consequences arising from his choice to use such services provided by merchants. As the Bank is a third party to the relationship established between the Cardholder / Card User and the merchant, the Bank bears no responsibility for the services provided to the Cardholder / Card User by the merchant and is not liable for any consequences arising directly or indirectly from the use by the Card User of the respective services provided by the merchant.

The provisions of section 2.1 of this document are applicable with regard to other aspects of personal data processing.

5.5. Rights and Obligations of the Bank

5.5.1. The Bank has the right to debit the Card Account with the value of all the operations specified in Article 5.3.3 of these GBC.

5.5.2. The Bank is not liable towards the Card Holder for the delayed debiting of the Card Transactions, provided such delay is caused by factors beyond the Bank's will, like, but not limited to, the delayed transmission of the request to settle the Card Transaction by the Beneficiary of the payment which accepts payment by Card, delays in the settlement circuit of the card payment Scheme generated by the participants involved in performing Card Transactions, delays due to errors in the operation of the national or international communications networks involved in the settlement process, delays caused by force majeure events occurred where the Cards were used, etc.

5.5.3. The Bank shall not be liable for any financial losses caused to the Card Holder pursuant to a Commercial Card being lost/ disappearing during the sending thereof by the Bank to the Card Holder or to the Card User, as applicable.

5.5.4. In case of a notification of a Commercial Card being lost/stolen outside the borders of Romania, the Cardholder will be provided, as a matter of urgency, (within up to 3 business days as of the receipt of the request, in any country in the world), through the Payment Scheme, upon the request of the Card Users abroad, addressed directly to the Payment Scheme at the contact data on the website thereof or provided to the client on request via the Call Center Service, the following auxiliary services for the Commercial Card, available during the period between the notification of a Card being lost/stolen and the return of the User to his/her country, whose costs shall be debited from the Card Account:

- service for Urgent Card Replacement, with a Temporary Card;
- service for Urgent Cash Release, within a threshold set through the Payment Scheme and below the amount available in the Card Account.

5.5.5. In case of a notification of a Commercial Card being lost/ stolen in Romania, the Bank provides, through its own network of territorial units, upon the request of the Card Users, the following auxiliary services for the Commercial Card, whose costs shall be debited from the Card Account:

- service for Urgent Card Reissuance (within 3 business days, in any locality in Romania);

5.5.6. The Bank reserves the right to block a Commercial Card, without notifying the Card Holder and the Card User in advance, in case the latter has provided false data in the documentation submitted to the Bank or has committed frauds, in any of the cases provided in art. 3.1.5 and / or 3.6.6 of this document or in any other cases considered as justified by the Bank.

The Bank shall inform the Card Holder through the Call-Center Service regarding the blocking of the Card and the reasons for such measures, immediately after blocking the Card, except when the supply of such information affects the justified safety reasons or is prohibited under other legal provisions.

Also, when the Card Account is dormant during the 45 calendar days before the expiration date of the Card, written on it, the Bank reserves the right to block the Commercial Card, without notifying the Card Holder and the Card User in advance; in this case, the Card shall not be renewed.

5.5.7. Special services offered by the Bank to the Card Holder/Card User through the Raiffeisen Bank Call-Center Service by phone:

- a.** Notification when a Card is lost/stolen or of other emergency situations;
- b.** Blocking the access to the account through the Card notified as lost/stolen and taking over the request for reissuing the card and the corresponding PIN;
- c.** Unblocking the access to the Account through the Debit Card, requested by the Card User, provided the blocking of the access to said account had been requested on the same day through the Call-Center Service and the Card User had the Debit Card at all times during the two requests, according to the latter's statement; if these conditions are not met and the User requests the unblocking of the account, the Bank shall replace the respective card;
- d.** The request of Card User/Card Holder for the contact data of the assistance centers of the international card organizations under whose brand the card is issued (Payment Scheme), from the country where the card loss/theft occurred abroad, as required for the purposes provided at Article 5.5.4. ;
- e.,** Overview of the history of the transactions corresponding to the Card by the Card User; the Card User may request only information on the transactions performed with the card whose holder he/she is;
- f.** The reprinting of the PIN code;
- g.** The temporary change by the Card Holder of the daily limit for cash withdrawal from ATMs/MFMs with the Card, for limits predetermined by the Bank and up to the maximum limit set out under the statutory regulations in force, as valid for a 24-hour time period as of the Bank making such modification.;
- h.** Support for registering/blocking/deleting Cards in the e-Wallet;
- i.** Support for accessing and using the Raiffeisen Online/Smart Mobile service.

The Bank's Call-Center Service allows the accessing of the services mentioned especially in this section through calls made to a remote banker; the Call-Center Service is available in Romanian and in English. The Card User/Legal Representative of the Card Holder must prove his/her identity each time he/she uses the Call-Center Service with the help of the Security Password.

5.5.8. The Bank shall not be liable towards the Card Holder for losses caused by delays in transactions or by services not provided because of force majeure events beyond the Bank's will (fires, strikes, natural disasters, etc.).

5.5.9. The Bank reserves the right to modify the transaction limits (such as, but not limited to: value limits for daily transactions/ withdrawal, maximum number of daily transactions, etc.) of the Commercial Card or to restrict certain types of transactions with the Commercial Card; the information of the Card Holder and Card Users, being made by publishing the specific information on the Bank's website www.raiffeisen.ro and by notifying the Cardholder according to chap. 8.2 "Notifications".

5.6. Unauthorized Exceeding of Amount Available in the Card Account

5.6.1. The unauthorized exceeding of the amount available in the Card Account may occur when interests due are debited from the Account, when rates/taxes and/or fees for issuing or using the Card are debited from the Account, when the Account management fees are debited from the account, when transactions at economic agents accepting card payments are settled with delays, when a small Payment is made contactless, when the Beneficiary of the payment has not requested the checking of the amount available when authorizing the transaction, when the Cards are used fraudulently, as well as when there are errors in the operation of the communications systems owned or managed by the third parties involved in the transaction settlement process (banks, economic agents, phone services providers, etc.), and in other situations beyond the Bank's control.

5.6.2. In case of an unauthorized exceeding of the amount available in the Card Account attached to the Debit Cards (Current Account), the Bank shall block the use of all the Cards issued and shall notify the Card Holder of its obligation to cover the debit within maximum 30 calendar days as of the date of the unauthorized overdraft. In this case, the provisions of clause 3.4 of this document becomes applicable as of the date of the overdraft, and the Bank may terminate the Specific Agreement on the issuance of the Debit Card, while keeping its right to recover any amounts due by the Card Holder, generated by actions undertaken or not undertaken by it prior to the termination date.

In case there are no amounts available in the Accounts held by the Card Holder with the Bank, the latter shall recover the debit amiably or through forced execution.

If, after the unauthorized debit is fully covered, it is found that the unauthorized exceeding of the amount available was caused by internal errors/misfunctions in the operation of the Bank, the Bank shall return to the Card Holder the interest charged.

5.6.3. In case of an authorized exceeding of the amount available in the Card Account attached to the Credit Cards, the provisions of the Specific Agreement shall apply.

5.7. Other Provisions

5.7.1. The Bank may refuse to perform Card Transactions if the funds available in the Card Account are not sufficient, or it may decide, without being liable to take any action, to perform the Card Transaction by transferring, to the Card Account amounts available from any other Accounts opened by the Card Holder with the Bank.

5.7.2. The Bank is not liable for the losses suffered by the Card Holder because of the refusal of certain third parties to accept payment with the Commercial Card.

5.7.3. The Bank shall debit from the Card Account the amount for any transaction generated by using the Cards, at the time of receiving the request for the settlement of the payment operation initiated by the Beneficiary of the payment, from the latter's provider of card payment acceptance services, and the Bank shall not be liable for any losses caused to the Card Holder by any delay in sending the payment for settlement.

5.7.4. The card transaction authorized with the Commercial Card cannot be revoked by the Card User/Card Holder after it enters the settlement circuit.

5.8. Provisions on the Contract for the Issuance of the Commercial Card

5.8.1. The Contract for the Issuance of a Debit Card (*'Debit Card Contract'*) is a Specific Agreement regulating the rights and obligations related to the utilization of the Debit Card, regulated in these GBC, in the specific

documentation for the issuance and maintenance of the Debit Card, as well as in the forms used for designating and revoking Card Users. It is concluded for an unlimited period of time and shall enter into force and becomes effective when the Bank accepts the Application for the Issuance of Cards submitted by the Card Holder.

5.8.2. The Contract for the Issuance of a Credit Card (*'Credit Card Contract'*) is a Specific Agreement regulating the granting by the Bank to the Card Holder of a credit facility accessed through a Credit Card, and it includes the clauses on the rights and obligations of the parties related to the issuance and utilization of the Credit Card regulated in these GBC, the specific documentation for the issuance and maintenance of the Credit Card, the forms used for designating and revoking Card Users, and the Contract on the Credit Facility Accessed through the Credit Card.

5.8.3. The Contract for the Issuance of a Debit Card shall cease in any of the following cases:

- a) with the consent of the parties, in writing;
- b) by unilateral denouncement, at any time during the term of the Contract, by any of the parties, with a prior notice in writing of a 10 calendar days term, including the case of the removal of the Card product from the Bank's offer;
- c) in case the Card Holder is dissolved/ceases to exist;
- d) by termination, if one of the parties does not comply with its contractual obligations or complies with them improperly. The termination shall become in effect, rightfully, by notifying in writing the party which has not complied with its obligation, without delay and without involving any courts of law. The Parties agree that in such a case of non-compliance or improper compliance with an obligation, the party at fault is rightfully in delay;
- e) in case of force majeure;
- f) by closing the Card Account, if the Card Holder does not request the attachment of the Card to another Card Account;
- g) in any other cases specified by law.

5.8.4. The Bank may terminate the Contract for the Issuance of a Debit Card by notifying, in writing, the Card Holder, effective as of the date of the receipt of such notification by the latter, and also by blocking the Debit Cards on the date of sending the notification, in the following situations:

- a) The Card Holder or the Card Users do not comply with the contractual clauses, with the operating terms of the card imposed by the Bank, with the legal provisions in force (as well as, but without limited to, with the aspects related to preventing and fighting money laundering and terrorism financing), or with the Bank's work regulations;
- b) Certain suspicious or fraudulent Card Transactions are recorded; there is a document issued by a competent public authority on the cessation/suspension of the Card Holder's activity;
- c) Enforcement of a sequester/execution on the Card Holder's patrimony;
- d) the Client is suspected of carrying out operations that breach the legal provisions (such as, but without limitation to, those concerning the incidents of major payments with checks, promissory notes, bills of exchange, the matter of preventing and combating money laundering and terrorism financing, International/USA Sanctions) or operations which imply a reasonable suspicion or reasonable grounds for suspecting fraud or information has been received regarding the existence of such suspicions regarding the Client from authorities in Romania or abroad and / or from payment service providers in Romania or abroad;
- e) if the Client/any of the Beneficial Owners/Legal Representatives /Shareholders of the Client becomes a Designated Person or Restricted Party or is subject to International/USA Sanctions or to any embargo imposed by the European Union, the Swiss Confederation, the United Kingdom of Great Britain and Northern Ireland, the United States of America, other States or any agency thereof, regardless if such International/USA Sanctions or embargoes are directly or indirectly aimed at the same;
- f) in cases where requests for refunds have been received from the authorizing/correspondent banks on suspicion of fraud, money laundering, terrorism financing, violation of International/USA Sanctions, for the Client's accounts;

- g) If the Card Holder/Card User has provided to the Bank false information and/or documents or refuses to provide to the Bank any information and/or documents requested, including based on art. 3.1.4. and 4.3.7 and/or consents necessary for the Bank to comply with its contractual and/or legal obligations (including for the purpose of enforcing the FATCA and/or CRS requirements);
- h) Other situations which might expose the Bank to financial and/or image risks.

5.8.5. The Card Holder may denounce unilaterally the Debit Card Contract by a notification in writing addressed to the Bank, and the Contract shall cease as of the date of the receipt of such notification by the Bank.

5.8.6. The Contract shall continue to be valid and producing effects, to the extent that there are Card Transactions under settlement authorized prior to the date of the cessation of the Contract. The Bank has the right to retain (make unavailable) in the Card Account: the value of the card transactions authorized prior to the cessation of the Debit Card Contract, which were not debited to the Card Account before the date of the cessation of the Contract, as well as the value of any transactions under dispute with the Beneficiaries of the payment and/or the payment acceptance service Providers thereof or with the Card Holder.

5.8.7. The cessation of the Debit Card Issuance Contract shall not affect the rights or responsibilities of the parties related to the Card Transactions authorized and not completed (in the settlement circuit) prior to the date of the cessation of the Contract. If there is a simultaneous case of cessation of the Current Account Contract attached to the Cards, the Account shall be closed after no more than 30 calendar days as of the occurrence of the case (date of the registration of the application submitted by the Card Holder or, as applicable, date on which the Bank decided to close the Account, if there are card transactions authorized but not completed (in the settlement circuit)).

5.8.8. The annual management fee for the Debit Card shall be returned pro rata to the Card Holder (for the period left in the respective year, when the Card Holder does not have the Card anymore), if the cessation of the Contract occurs before the expiration of the year for which it was paid, by crediting the Card Account.

5.8.9. If one of the parties does not comply with its contractual obligations by its fault or it complies improperly with its contractual obligations, it shall owe damages to the other party under the law.

5.8.10. The Contract for the Issuance of the Commercial Debit Card may be amended under the terms in the provisions of Article 8.1 of these GBC.

5.9. Terms and conditions specific to the use of the 3-d secure e- commerce service

All the Commercial Cards issues by Raiffeisen Bank are enrolled in the 3-D Secure E-commerce service, which ensures the security of the online e-commerce transactions.

5.9.1. The Bank makes available to the Card Users designated by the Card Holder the 3-D Secure E-commerce service which offers the possibility of performing online e-commerce transactions under conditions of strict security, in accordance with the provisions of these clauses.

5.9.2. The Bank may amend/modify, from time to time, the operating instructions for this service under the law. The parties agree that the silence of the Card Holder signifies the tacit acceptance of such changes in case the Card Holder does not notify the Bank, in writing, about not accepting such changes before they become in full force and effect.

The last version of the instructions is available on the Raiffeisen Bank website (www.raiffeisen.ro).

The transactions performed by using the 3-D Secure E-commerce service fall under the last version of the Terms and Conditions of Use.

5.9.3. The 3-D Secure E-commerce service is made available by Raiffeisen Bank through an processor which has the secure means provided by the payment scheme for the card in question. The 3-D Secure E-commerce service is operational on the websites which support the 3-D Secure standards, with the logos posted on the Bank's website, www.raiffeisen.ro.

5.9.4. The card payment schemes reserve the right to change, improve, or discontinue the provision of this service without any prior notification.

5.9.5. The 3-D Secure E-commerce service ensures a security standard for Internet transactions which embeds the latest technologies in this field and thus reduces the chances of Internet fraud.

5.9.6. Enrolling for this service requires the online provision of the personal data of the Card Users, which shall be used subsequently for confirming the identity thereof during the Internet transactions.

5.9.7. The 3-D Secure transactions shall be authorized by applying the Strong customer Authentication by one of the following methods:

a) by providing the following security elements:

- **OTP** (one-time password): a unique code associated to each transaction, provided to each individual Card User, or by text message to the personal phone number declared to the Bank by the card in the latest Form for registering/updating the data;
- and
- **Static Password**

or

b) through specific applications, made available by the Bank, which allow the authorization through biometry or other security elements according to the option set by the User in the application in question. The Card holder understands and accepts that the authorization of the commercial card transactions by the designated Card Users can be performed also through the specific applications made available by the bank to the Card User in his capacity as a natural person Client.

5.9.8. The card users must ensure, by all means, the security of the Card and of the mobile phone whose number was declared to the Bank for sending the OTP, so as to prevent the use of the card by unauthorized persons for Internet transactions.

5.9.9. The Card User is prohibited from doing the following:

- a) Substituting (knowingly) another person or entity using the 3-D Secure E-commerce service;
- b) Sending, by any means, virus-type programs which interrupt, destroy, or limit the operation of any hardware or software (including communications) component of the accessed service;
- c) Sending spam, by any means, and invading the Verified by Visa and MasterCard Secure Code websites accessed;
- d) Changing, adapting, decompiling, or dismantling, sublicensing, translating, selling any part of the 3-D Secure service;
- e) Erasing any notification on property rights (copyright, trademark) encountered by accessing this service;
- f) Using any means (search applications, devices, processes) for finding or duplicating the navigation structure, the presentation and content of websites with the logos of the international card organizations;
- g) Disrupting access of other users to this service, to the servers or networks connected to it;
- h) Violating the specific rules and conditions for using the 3-D Secure service, in general, and/or the rules and procedures of any network connected to it.

5.9.10. Raiffeisen Bank and the international card organizations under whose logo the Cards are issued will not be held responsible for:

- a) the modification, suspension or any disruptions of the service due to causes independent of their will;
- b) the malfunctions of the card User's computer or of the telephone lines, occurring during the Internet transactions;
- c) any damages caused by viruses in the computer/modem of the Card User during Internet transactions.

Raiffeisen Bank reserves the right to disable, temporary or permanently, the Card User's access to the 3-D Secure service in case he/she violates the conditions of use.

The Bank shall inform the Card Holder/Card User through the Call-Center phone service about the disabling of the service and the reasons for such measure immediately after taking such measure, unless the supply of such information affects safety or is prohibited by other legal provisions.

5.9.11. The Card User is completely free to purchase goods/services on the Internet by accessing the 3-D Secure service. Nevertheless, the correspondence with the designated vendors, participation to online promotional campaigns, payment and delivery of the purchased goods/services, any other conditions and guarantees related therewith only concern the relationship between the card User/card Holder and the virtual vendor, Raiffeisen Bank and the international card organizations under whose logo the Cards are issued cannot be held liable, under any circumstance whatsoever of the possible damage to the direct relationship with the vendors.

The use of the service does not mean, in any way, that Raiffeisen Bank and the international organizations under whose logo the Cards are issued recommend any Internet vendor or that they guarantee the quality of the goods/services provided by it.

Any dispute related to the violation by the vendor of the terms of payment, delivery, quality of goods/services purchased, may be settled exclusively between the Card User/Card Holder and said vendor. To this respect, the Bank recommends that the Card User/Card Holder keep as much information regarding the vendor in question as possible and to save on its computer the page containing the proof the transaction was performed.

5.9.12. The 3-D Secure service contains information protected by the intellectual property rights law and by other applicable laws.

Raiffeisen Bank grants the Card Holder/Card User a non-exclusive license for using the current 3-D Secure service and of the improvements to be added in the future in accordance with these clauses.

The Card Holder/Card User shall not copy, alter, or use in any way the trademarks Raiffeisen (property of Raiffeisen Bank), 3-D Secure, or the logos, products and names associated with this service.

5.10. Registration and Use of Cards with e-Wallets

5.10.1. General Terms of Use when Paying by Card in e-Wallets

5.10.1.1. The eligible Cards issued by the Bank can be registered by the Card Users in e-Wallets pertaining to the Bank or to other providers of such applications, through the methods made available by them.

5.10.1.2. The eligible Cards and the mobile devices on which the Cards can be registered are set and communicated to the Card User by the Bank and/or the provider of the e-Wallet.

5.10.1.3. The User may add the same card in several e-Wallets and on several payment devices, at the same time. The device provider may impose limitations or restrictions regarding the use of the e-Wallet and/or may have minimum software and hardware requirements for the compatible mobile device used. The User must use the Card only on a compatible mobile device with e-Wallet functionality and must observe all the terms and conditions applicable for said e-Wallet.

5.10.1.4. The provider of the e-Wallet and/or of the mobile devices for payment which allow payments with the e-Wallet, as well as the third parties with which they collaborate, may have their own terms and conditions and confidentiality policies. The User is bound by those terms and conditions and confidentiality policies when using the e-Wallet/mobile device for payment. The Bank is not liable in any way for the manner in which they use the information made available to them by the User, nor for the personal data thereof they process for the services they offer or when visiting their websites. Also, the Bank is not liable in any way for the requirements of the provider of the e-Wallet/mobile device for payment or of the third parties they collaborate with in regards to the terms for the registration of the Card in the e-Wallet or to the compatible mobile devices.

5.10.1.5. The Bank has the right to block, restrict, suspend, or cease to offer the option to use any Card registered in an e-Wallet if: (i) the Bank considers that the methods for authentication and payment used by them are not secure enough or do not comply with the legal provisions; (ii) the Bank suspects any fraudulent or improper activity with the Card in the e-Wallet or in another payment method; (iii) the contractual provisions agreed with the Bank for the use of the Card are violated. Also, the Banks reserves the right to completely cease to offer the option to use the Cards in e-Wallets.

5.10.1.6. In case the provider of mobile devices for payment and/or of the e-Wallet blocks, suspends, or interrupts the use of the e-Wallet and/or changes the functionality thereof, the Bank shall not be liable in any way towards its customers who have registered their Cards in the e-Wallet in question or towards third parties.

5.10.1.7. The Card User is responsible for all the uses and transactions performed with the Card through the e-Wallet towards third parties to whom he/she has offered voluntary or involuntary access to the Card registered in the e-Wallet.

5.10.2. Registration of the Card in the e-Wallet

5.10.2.1. The procedure for the enrollment/registration of the Card in the e-Wallet is set by the provider thereof. The Card User must set a password and other security details for the use/accessing of the e-Wallet. The conditions, cases, and frequency for requesting said password are set by the provider of the e-Wallet.

5.10.2.2. After setting the password/security details, the User shall be asked to enter the data of the Card he/she wishes to register in the e-Wallet, namely: the card number, the card expiration date, the CVV code. All this information (personal data) is necessary to the provider of the e-Wallet in order to allow payments with the Card through the e-Wallet.

5.10.2.3. For the validation of the identity of the User of the Card to be registered in the e-Wallet, the Bank shall apply a procedure for the authentication of the Card User. If the result of the procedure is positive, the Card can be registered in the e-Wallet.

5.10.2.4. Pursuant to the registration of the Card in the e-Wallet, a payment token for that card (alternative card number) shall be generated, token which shall be associated to the Card on the mobile device for payment; if it is possible to register the Card on several mobile devices, the User shall make the necessary settings in the e-Wallet by adding the mobile devices for the registration of the Card. The token number is different from the number on the Card registered in the e-Wallet, for increased transaction security.

5.10.2.5. By going through all the steps and completing the procedure for the registration of the Card in the e-Wallet, the User understands that it shall be registered in the e-Wallet in question to be used for payment operations and for viewing the transactions made with the Card through the e-Wallet.

5.10.2.6. The Bank may decide to refuse the application for the registration of the Card in an e-Wallet. If the registration application is rejected, the Card User may contact the Bank's Call-Center Service for support.

5.10.2.7. The registration and use of the token depend on the provider of the e-Wallet and/or on the network of the Internet provider of the Card User. The Bank has no direct or indirect control over the operations of these providers and shall not be liable for any circumstance related to the services provided by them which might interrupt and/or prevent the registration/use of the token for making payments.

5.10.3. How the e-Wallet Works

a. Making Payments by Card in the e-Wallet

5.10.3.1. Any of the payment operations below can be performed through the e-Wallet:

- contactless payments with a registered card, at the contactless terminals, through the compatible mobile device for payment for which the Card was registered;
- online payments to economic agents (e-commerce and m-commerce type).

5.10.3.2. The method for using the e-Wallet for payments by the Card User, as well as the security elements used for authorizing payments (unblocking the mobile device, the application PIN, etc.), are set and communicated by the provider of the e-Wallet.

b. Viewing the Information and Payments Made with the Card in the e-Wallet

5.10.3.3. The Bank shall provide information on the payments made with the Card registered in the e-Wallet in the manners agreed (e.g. statement of account, Internet Banking, Mobile Banking, etc.). Such information shall be highlighted as payments made with the Card in question, without indicating that the payments were made through the e-Wallet.

5.10.3.4. If the e-Wallet allows it, the User may view in the application in question information on the payments made by card through the e-Wallet.

c. Suspending, Replacing, Renewing and Deleting the Card in the e-Wallet

5.10.3.5. The User may suspend and/or block, temporarily/permanently, and/or delete one or several Cards registered in the e-Wallet. Such suspending, blocking, deleting, as well as the cessation of such suspending/blocking can be performed directly in the e-Wallet, in accordance with the Terms and Conditions communicated by the provider of the e-Wallet or through the Bank's Call-Center Service. During the period of suspension/blocking, the Card in question in the e-Wallet cannot be used for making payments through the associated mobile device for payment.

5.10.3.6. The suspension/blocking of the Card or the deletion of the Card data from the e-Wallet does not affect in any way the option to use that Card for payments under the specific contracts regulating the issuance of the Commercial Card, as well as under these GBC-LP. All the transactions performed through the e-Wallet with the suspended/deleted Card before the time of the suspension/deletion thereof shall be processed by the Bank in accordance with the provisions of the Specific Agreements and of these GBC-LP.

5.10.3.7. If the Card registered in the e-Wallet was replaced/reissued because of its loss or theft or because of fraud, the initial Card shall be disabled in the e-Wallet and the reissued Card must be registered again in the e-Wallet to be used for making payments through the e-Wallet.

5.10.3.8. If the Card registered in the e-Wallet expires, the new Card must be registered again.

5.10.3.9. If the Card User disables the password and/or security credentials for accessing the e-Wallet and/or the mobile device for payment, or if he/she resets the mobile device where the e-Wallet is downloaded or the mobile device for payment, it is necessary to go through the initial steps for the Card registration again if the User wants to use the Card again in the e-Wallet.

5.10.4. Protecting the Security Credentials Necessary for Using the e-Wallet

5.10.4.1. The Card Holder is solely responsible for the Card User keeping as confidential the security credentials necessary for using the e-Wallet. Also, it is responsible for the prevention by the Card User of the fraudulent or unauthorized use of the Card through the e-Wallet or the mobile device for payment, being responsible to train the Card User regarding all the rights and obligations regulated for the Card User in this Section of the GBC.

5.10.4.2. If the Card User considers that the security credentials necessary for using the e-Wallet have been compromised (e.g. have been found out by other persons), he/she must change them immediately.

5.10.4.3. The Card User must contact the Bank urgently through the Call-Center Service if:

- the Card registered in the e-Wallet is lost or stolen or used without the User's consent;
- the mobile device used for accessing the e-Wallet and/or the mobile device for payment associated to the Card registered in the e-Wallet is lost or stolen or used without the User's consent;
- the security credentials necessary for using the e-Wallet have been compromised.

5.10.4.4. All the transactions with the Card performed through the e-Wallet before the Card User notifies the Bank about the occurrence of an event among those specified above, shall be considered as transactions authorized by the Card User and the Bank shall not be liable for them. Also, the Bank shall not be liable if the Card was used for payments through the e-Wallet based on the security credentials if such security credentials were used by other persons, irrespective if they were communicated by the User or were used in any other way, without the Card User's consent.

5.10.4.5. In order to prevent the occurrence of events such as those specified above, the Bank recommends that the Card User:

- to keep, at all times, the mobile device used for accessing the e-Wallet and/or the mobile device for payment associated to the Card registered in the e-Wallet safely and in his/her possession;
- to keep the Security Credentials for using the e-Wallet secure and not disclose them to anybody;
- to set passwords/security details for the Card in the e-Wallet different from those used for the physical Card;
- in case he/she alienates or ceases to use the mobile device used for accessing the e-Wallet and/or the mobile device for payment associated to the Card registered in the e-Wallet, delete all the Cards and other personal data from them. For details on how to proceed in this case, they should follow the instructions from the device provider.

5.10.4.6. The Card User must collaborate with the Bank and/or with any competent authority to prevent any type of fraud or for any investigation related to the use of the Card registered in the e-Wallet.

5.10.4.7. The e-Wallet and the associated' mobile device may use certain features and security procedures for protection against the unauthorized use of any Card. These features and procedures belong exclusively to the device provider. By registering the Card in the e-Wallet, the Card User is bound to not disable any of these security features of the e-Wallet/mobile device associated and to use them for protecting all the Cards registered in the e-Wallet. The Bank does not control these security methods and is not liable for the manner in which the provider of the e-Wallet and/or the provider of the mobile device use them.

5.10.4.8. The Card User must monitor the transactions performed through the e-Wallet and must notify the Bank immediately, by calling the Call-Center Service, of any inconsistency or irregularity identified in relation to such transactions.

5.10.5. Liability Limitations

5.10.5.1. If the Bank is not the provider of the e-Wallet, it shall not offer any guarantee in regards to the use thereof; it is not responsible and liable in any way for any error, delay, or fault of the e-Wallet. The use of the Card in the e-Wallet can be affected by events beyond the Bank's control, and the Bank shall not be liable in any way for any damage/indemnification requests/claims generated by or in connection to the use or impossibility to use the Card in the e-Wallet.

5.10.5.2. The Bank shall not be liable for the legality of the supply/provision of the products/services of the provider of the device and/or of third parties, not for the security, accuracy, legality, or any other aspect of such products/services offered by them.

5.10.5.3. The Bank shall not be liable if the data of the Card User and/or of the Card is used by the provider of the e-Wallet or by third parties it collaborates with for purposes other than making payments through the e-Wallet, nor for the period when thus Card is used in the e-Wallet, or after the deletion of the Card from the e-Wallet.

5.10.5.4. It is the Card User's responsibility to read and understand the provisions of the contracts and/or the terms of use made available by these third parties before creating, enabling or registering/using the card in an e-Wallet, while the Card Holder is the one responsible for all the actions/inactions of the Card User.

5.10.5.5. The Bank is not liable and does not provide support or assistance for any type of hardware, software, or other products or services of third parties. If the Card User has questions or problems with a product or a service provided by a third party, he/she must contact said third party/provider for assistance.

5.10.5.6. The Bank is not responsible for the security of the mobile device on which the e-Wallet is installed, or for the operation there; the Bank may be held accountable by the Card User only when it does not comply with its legal obligations as Card issuer.

5.10.5.7. The Bank cannot control the operating system of the mobile device used by the Card User. Therefore, the Bank shall not be liable for any prejudices caused to the mobile device, including, but not limited to, any security breach caused by viruses, errors, deceptions, falsification, omission, interruption, error, delay in operations or transmissions, computer lines or network breakdown or any other technical fault occurred. The Bank cannot be held liable for any harm deriving from the unauthorized payment as result by exposing the device of the Card User to viruses and/or other applications/ programs, as well as for the theft thereof.

6. PROVISIONS ON THE DEBIT PAYMENT INSTRUMENTS IN RON (CHEQUES, BILLS OF EXCHANGE, AND PROMISSORY NOTES)

6.1. The debit payment instruments shall be processed by the Bank in observance of the specific laws in force.

6.2. The Client shall submit to the Bank, considering the terms and circuits in force, debit payment instruments (cheques, bills of exchange, promissory notes) which comply with the conditions stipulated by the applicable laws, being liable for the correct filling in thereof and of the corresponding documents (lists, justifying documents, etc.).

6.3. For the remittance for collection and, as applicable, for the acceptance and the settling of the debit payment instruments (cheques, bills of exchange, promissory notes) by the Bank, the Client must ensure the correct and complete filling in of the debit payment instrument submitted, with the mandatory mentions as per the applicable specific Laws.

6.4. The forms for the debit payment instruments (cheques, bills of exchange, promissory notes) not filled in or filled in incorrectly, which the Client requests to be cancelled, must be submitted to the Bank by the Client.

Also, if a major incident related to the payment by cheques is recorded, the Client must return to the Bank, immediately, all the cheque forms taken from the Bank, in its possession and/or in the possession of its proxies.

6.5. In all the cases when the account relationships with the Bank are ceased, the Client, account holder, undertakes to return to the Bank all the forms for cheques, promissory notes and bills of exchange in its possession.

6.6. The Bank will not release crossed cheque forms to its Clients which were placed under banking interdiction. The Bank reserves the right to issue a limited number of forms for debit payment instruments, according to the years of relationship and to the history of the Client with the Bank.

6.7. The Bank shall not be liable for any loss of cheques, bills of exchange, promissory notes which did not occur due to the Bank's fault.

For any debit payment instrument (cheque, bill of exchange, promissory note) lost, stolen or destroyed, the holder may notify the drawee thereof about the incident and may request the cancellation of the title in question with an application addressed to the chairman of the of the district court within the area where the instrument is paid.

6.8. In order for the Bank to pay the debit payment instruments provided for payment on the Client's account, the Client must ensure that there are enough available funds in said account to cover the payment in question, as well as the commissions due to the Bank for the services provided. Therefore, in accordance with the specific applicable laws, the Client must have the available funds in the account specified on the instrument when issuing cheques and, also, to maintain such amounts in the account until the instrument is submitted for payment. As regards the bills of exchange and the promissory notes with maturity dates, the issuing Client must ensure the funds necessary for the settlement of the debit instrument on the corresponding due date, at the latest, until the cut-off time for payment set by the Bank and communicated to the Client by posts in specially designated places at the Bank's units and/or on the Bank's website, www.raiffeisen.ro.

6.9. In case several debit payment instruments are received for payment for the Client's Account, with a total amount which exceeds the funds available in the Client's Account, the Bank shall perform the payment for the debit payment instruments within the limit of the available funds balance and in the order of processing the instructions in the internal processing systems.

The payments shall be performed only if the funds available in the Client's Account are not affected by a garnishment order or by another order for freezing the account/blocking the funds issued by a competent authority, including as a result of the establishment of mandatory international sanctions in the national law or as a result of the Bank applying sanctions.

6.10. The Client acknowledges that, in case a debit payment instrument is submitted on a date which is very close to the deadline for the submission for payment of said instrument, there is the risk of failure to meet the deadline until which the protest and the recourse can be drafted in case of a potential payment refusal from the payer, as a result of the term for completing the compensation/settlement circuit and, in such case, expressly requests the submission for payment of the presented debt instrument, by taking such risk. The bank will send for payment the debt instrument received until the banking day following the date it is received at the latest or, in case of a promissory note or a bill of exchange, on the date on which it becomes payable according to what is specified on the instrument or in the applicable laws.

6.11. The Client acknowledges that, in case an instrument submitted shows alterations, bends, stains, or other similar elements which might affect the visibility of the mentions on such instrument, the instrument in question cannot be processed electronically and agrees to a settlement on hard copy, thus bearing all the costs, in accordance to the fees charged by the Bank and posted at the offices thereof or in accordance with the Specific Agreements as well as the potential loss of the right to protest and recourse.

7. TERMS AND CONDITIONS FOR THE DIRECT DEBIT SERVICE

Definition of the terms used

- **Payment beneficiary** (Creditor) – the entity which entered into a Commitment regarding direct debit with the payment institution at which it has its payment account and which initiates, in the capacity of addressee of the transferred funds, payment operations by direct debit based on the **Direct Debit Mandate** provided by the Payer. Usually, the payment Beneficiary holds over the **Payer (Debtor)** or the **Person on behalf of whom the payment is made (Third Party Debtor)** debts rendered evident in the contractual documents whose equivalent value is subject to the direct debit payment operation.

When holding such debts, the payment Beneficiary initiates the direct debit operation in favour of the **Person who receives payment (Final Beneficiary)**.

- **Payer (Debtor)** – holder of a payment account which has entered into a Direct Debit Mandate with the Institution of the payer by which it has given its express consent for the payment of the equivalent value of the debts by direct debit at the direction of the payment Beneficiary;
- **Person on behalf of whom the payment is made (Third Party Debtor)** – entity which is the debtor of the debts held over it on contractual basis by the payment Beneficiary or the Final Beneficiary, as the case may be, for which the Payer accepts to make payments to the payment Beneficiary from its payment account;
- **Receiving person (Final Beneficiary)** – entity which holds debts over the Payer or Third Party Debtor, in favour of which a payment is made based on the Direct Debit Mandate through the agency of the payment Beneficiary;
- **Institution of the Beneficiary** – payment institution at which the payment Beneficiary has opened its account which is credited with the amount provided in the Direct Debit Instruction received from the Payment Beneficiary for the purpose of its execution;
- **Institution of the Payer** – Raiffeisen Bank S.A. – payment institution at which the Payer has opened its account which is to be debited with the amount provided in the Direct Debit Instruction;
- **Direct Debit Commitment** – the agreement concluded between the payment Beneficiary and the Institution of the Beneficiary by which their rights and obligations with regard to the provision and enforcement of the Direct Debit Instructions are established;
- **Direct Debit Mandate (Mandate)** – document based on which the Payer: (1) authorizes the Payment Beneficiary to issue Direct Debit Instructions with regard to the account indicated by the Payer in the Mandate; (2) authorizes the Institution of the Payer to conduct on its account indicated in the Mandate any Direct Debit Instruction provided by the Payment Beneficiary based on the Mandate for the amount and on the due date indicated in the Instruction;
- **Direct Debit Scheme**: a sole set of enforcing rules, practices, standards and/or guidelines agreed between the Payment Institutions regarding the conduct of the direct debit payment operations separate from any payment system or infrastructure which supports its operation;
- **Convention regarding the National Payment Schemes** – convention concluded between the banks authorized to operate in Romania, TransFond and the Romanian Association of Banks, under which they undertake to comply with the rules regarding the exchange of Payment Instructions, interbank payment offset and settlement by direct debit in the Electronic Payment System and in accordance with the National Payment Schemes which they acceded to;
- **Beneficiary Identification Code** – identifier assigned to the Final Beneficiary (when applicable) by the Payment Beneficiary provided to the Payer by the Payment Beneficiary in order to be mentioned in the Payment Mandate (e.g. subscriber code, Client code, agreement number, Client symbol etc.);
- **Direct debit instruction** – payment order initiated by the Payment Beneficiary based on the Direct Debit Mandate over the payment account of Payer indicated in the Mandate, which is executed by the Institution of the Payer by automatic debiting the account of the Payer and crediting the account of the Payment Beneficiary with the amount requested by the Payment Beneficiary.
- **Payment Date** – the date indicated by the Payment Beneficiary in the Direct Debit Instruction on which the account of the Payer is debited with the amount requested in the Payment Instruction and with the equivalent value of the afferent commission; in case the Payment Date is a non-business day, the account shall be debited on the following Business Day;
- **Maximum Limit** – the maximum amount which the Payer accepts to pay based on a Direct Debit Instruction established by the Payer in the Direct Debit Mandate.
- **Fixed Amount** – fixed value predetermined by the Payer for the amount they accept to pay based on a Direct Debit Instruction mentioned by them in the Direct Debit Mandate;
- **Account** – payment account indicated by the Payer in the Direct Debit Mandate from which the Direct Debit Instructions shall be executed;

- **First Collection Date** – the date indicated by the Payer in the Direct Debit Mandate as of which the Institution of the Payer shall be authorized to enforce the Direct Debit Instructions provided by the Payment Beneficiary;
- **Last Collection Date** – the date indicated by the Payer in the Direct Debit Mandate until when they are authorized to enforce the Direct Debit Instructions provided by the Payment Beneficiary;
- **Single Payment** – authorization provided by the Payer under the Direct Debit Mandate for the performance of a single operation of direct debit of the account of the Payer based on a Direct Debit Instruction.
- **Recurrent Payment** of direct debit type – authorization provided by the Payer under the Direct Debit Mandate for the performance of the direct debit of the account of the Payer based on the Direct Debit Instructions repeatedly provided by the Payment Beneficiary during the Mandate.

7.1. The Direct Debit Mandate can be given by the Payer: (1) by signing the specific form at the headquarters of the Payer's Institution (in the Bank's network units); (2) by signing the specific form at the headquarters of the Beneficiary's Institution, if he offers the option; (3) through the Raiffeisen Online Service, under the provisions of the specific Contract of this service; 4) in any other way established by the Payment Beneficiary and the Beneficiary's Institution within the Direct Debit Commitment.

The modification and revocation of a Direct Debit Mandate can be done in ways similar to the granting of the Mandate, by means of the specific forms.

7.2. Under the Direct Debit Mandate, the Payer expresses its consent and authorizes the Institution of the Payer, based on the Direct Debit Instructions initiated by the Payment Beneficiary, to make the payment of the amounts requested by the latter, without any other formalities additional to those indicated in the Mandate, and in accordance with the payment documents issued on regular basis by it or by the Final Beneficiary, as the case may be, in the name of the Payer/Person on whose behalf the payment is made.

7.3. The Payer may opt for CORE Direct Debit Scheme for Entities ("CORE Scheme") or B2B Direct Debit Scheme for Entities ("B2B Scheme") depending on the specificity of the payment relations between the Payer and the Payment Beneficiary and in accordance with the Convention regarding the National Payment Schemes;

7.4. Each Mandate shall appear in the system of the Institution of the Payer and of the Beneficiary with a unique identifier that shall be mentioned in the Direct Debit Instruction issued based on the Mandate.

7.5. The Mandate may be granted for a definite or indefinite period, with the possibility of subsequent revocation; the Mandate may cover a single payment or a recurrent payment.

7.6. Should the Payer signs the Mandate at the premises of the Institution of the Payer, it shall become effective as of the following Business Day. In this case, the Institution of the Payer shall inform the Payment Beneficiary of the Mandate thus granted by the Payer (directly, if this is also the Institution of the Payment Beneficiary, or indirectly, by care of the Institution of the Beneficiary).

7.7. Should the Payer signs the Mandate at the premises of the Payment Beneficiary, the latter shall submit the Mandate to the Institution of the Beneficiary, which shall request to the Institution of the Payer to confirm the validity of the data of the Payer, including its signature.

7.8.(a) When the Payer has opted for CORE Scheme, the Institution of the Payer is bound to verify: if all the mandatory fields from the Mandate are filled-in, if IBAN account of the Payer is correct and the data of the Payer from the Mandate matches the ones in its records (as they were previously declared/documentated by the Payer), and also the authenticity of the signatures.

7.8.(b) When the Payer has opted for B2B Scheme, in addition to the verifications mentioned at letter (a), the Institution of the Payer is bound to obtain from the Payer a written consent for the activation of the Mandate concluded at the premises of the Beneficiary (the Payer shall sign a specific form by which to confirm the validity of the Mandate).

7.9. If the Mandate granted by the Payer at the premises of the Beneficiary does not meet the minimum validity conditions and, moreover, for the B2B Scheme, if the Payer does not confirm in writing that it agrees with the activation of the Mandate, the Institution of the Payer shall reject the Mandate and inform the Beneficiary in this respect.

7.10.(a) A Mandate shall be deemed active and shall be effective once it is confirmed by the Institution of the Payer. If the Mandate is granted by the Payer at the premises of the Payment Beneficiary, the Institution of the Payer undertakes to validate/refuse to activate the Mandate concluded by the Payer at the premises of the Beneficiary within maximum 5 Business Days as of the date of its receipt.

7.10.(b) The Mandate shall remain valid also when, due to technical reasons, the Payment Beneficiary modifies the initially provided Beneficiary Identification Code, if such modification was notified to the Institution of the Payer and accepted by them. In such case, it is the responsibility of the Payment Beneficiary to inform in advance the Payers and the third party Debtors with regard to such modification.

7.10.(c) The direct debit instructions initiated based on a Mandate shall be executed by the Institution of the Payer as of the date of activating the Mandate or as of the date of the First Collection Date provided in the Mandate, as the case may be, and they shall continue to be executed until the termination of the Mandate or the Last Collection Date indicated in the Mandate.

7.11. In order to exercise the Mandate, the Payer undertakes to provide in the account, on the Payment Date, the amount needed to make the payment and cover the fee afferent to the supply of such service.

7.12. The Institution of the Payer shall not execute the Direct Debit Instruction if, on the Payment Date:

(i) it received the information regarding the revocation of the Mandate and such information is opposable to it (under the conditions provided at Article 7.18);

(ii) the funds available in the Account of the Payer do not fully cover the amount of the Direct Debit Instruction or of the commission afferent to the supply of the service;

(iii) the amount requested under the Direct Debit Instruction exceeds the Fixed Amount/Maximum Limit from the Mandate;

(iv) the account of the Payer is blocked as a result of a preservation measure taken by the Institution of the Payer or ordered by a body with such competence/prerogatives.

The Direct Debit Instructions shall be processed by the Institution of the Payer in the order received and within the limit of the funds available in the account. Partial payments shall not be made.

7.13. The Payer may request to the Institution of the Payer not to execute the following Direct Debit Instruction, submitting to the Bank a request at the latest one business day prior to the Payment Date, in the territorial units (by filling-in a specific form) or via Raiffeisen Online Service (under the conditions provided in the Agreement specific to such service).

7.14. In accordance with the legal provisions in force, the Payer agrees that it shall not to have reimbursement right in respect of the payment operations performed by the Institution of the Payer in accordance with the provisions of the Mandate, regardless the Direct Debit Scheme opted for (CORE Scheme or B2B Scheme).

7.15. For each executed Direct Debit Instruction, the Bank, in its capacity of Institution of the Payer, shall charge the Payer a payment fee as per the specific List in force (mentioned at clause 2.3.1) published at the premises of the Bank/at web www.raiffeisen.ro or, when applicable, according to the rate expressly negotiated by the Payer with the Bank. The Payer authorizes the Bank to automatically debit such commission from its account indicated in the Payment Instruction, on the date of its execution.

The Bank may exempt the Payer from paying the commission, or may charge a lower level thereof if cost reductions for Payers have been agreed upon with the Payment Beneficiaries, under the conditions set forth in the conventions regulating such reductions, or if cost reductions were agreed between the Bank and the Payer under the conditions of the specific Agreements concluded between them.

7.16. The Payer may unilaterally amend the Mandate in respect of the Account which the payments are made from, the Fixed Amount/Maximum Limit, the identification data of the Person on behalf of whom the payment is made (if applicable), addressing the Bank or the Payment Beneficiary a request by filling-in a specific form in their territorial units or via Raiffeisen Online Service (under the conditions mentioned in the Agreement specific to such service).

The Institution of the Payer shall activate/refuse to activate, as the case may be, the amended Mandate, based on the result of the validations done under the conditions provided at clauses 7.8 - 7.10.

7.17. The Payer may request the termination (revocation) of any of the given Mandates, by submitting to the Institution of the Payer or Payment Beneficiary a request for filling-in a specific forms at their territorial units or via Raiffeisen Online Service (under the conditions mentioned in the Agreement specific to such service).

7.18. The requests regarding the modification/revocation of the Mandate shall become opposable to the Institution of the Payer:

(i) one Business Day as of the date of recording the request addressed by the Payer directly to the Institution of the Payer in its territorial units or via Raiffeisen Online Service;

(ii) five Business Days as of the date the Institution of the Payer receives the request addressed by the Payer to the Payment Beneficiary in its territorial units;

Prior to reaching such terms, the Institution of the Payer shall execute the Payment Instructions issued in accordance with the initial Mandate/last Mandate previously modified.

The Institution of the Payer shall not be held liable for any prejudices suffered by the Payer/the Person on whose behalf the payment is made and/or the Payment Beneficiary, in case the Beneficiary/Payment Institution of the Beneficiary fails to submit the specific form containing the request for the modification/revocation of the Mandate.

7.19. The Payer authorizes the Institution of the Payer to notify the Beneficiary/Institution of the Beneficiary of the Mandate granted, as well as of any Mandate modification or revocation, and to provide to the Beneficiary any information needed in connection with performance of the Mandate. The Payer and its legal representatives who sign this document agree to submission to the Beneficiary/Institution of the Beneficiary of any personal information that might be contained in the Mandate. The Payer represents that it is authorized by the Person on whose behalf the payment is made to submit their personal data for processing.

7.20. The Institution of the Payer shall not be held liable for the prejudices caused by the Payment Beneficiary to the Payer or the Person on whose behalf the payment is made.

Any disagreement regarding: (i) the amount entered by the Payment Beneficiary in the Direct Debit Instruction executed by the Institution of the Payer in accordance with the Mandate, (ii) the quantum of the amounts from the payment documents, (iii) any failure to inform or submission by the Payment Beneficiary of inappropriate information to the Institution of the Payer, about the amount and/or due date of the payment documents; (iv) the correspondence between the amounts provided in the payment documents and the amounts recorded in the Direct Debit Instruction, (v) the amounts debited from the Payer's account or refused to be paid due to lack of available funds, (vi) the express request of the Payer, shall be settled in accordance with the provisions of the contract entered into between the Payer/Person on whose behalf the payment is made and the Payment Beneficiary.

7.21.(1) The Mandate is executed for an undefined or defined period of time. The Mandate shall terminate in one of the following situations, the Payer being bound to pay the commissions related to the operations performed until the date of termination:

a) with the consent of the parties, expressed in writing;

b) by unilateral termination by any of the parties; the termination upon the initiative of the Bank shall take place with a 15 days prior notice;

c) by termination, if one of the parties fails to perform its contractual obligations or performs them improperly, the guilty party being automatically in default. The termination operates de jure, without demand for payment, notice of default and without intervention of the courts. The party ordering the measure of termination shall notify the other party of the measure ordered on the same day the measure was taken;

d) in case of force majeure;

e) by product withdrawal by the Bank, with a prior notice of minimum 15 days;

f) upon the expiry of the validity period indicated in the Mandate;

g) in case that, for 36 consecutive months: (i) the Payment Beneficiary did not submit any Direct Debit Instruction, or (ii) on the Payment Date, the available funds existing in the paying account did not allow the execution by the Bank of the Payment Instruction submitted by the Beneficiary;

h) in any other cases provided by the law.

7.21.(2) In addition to the contract termination cases provided under paragraph (1), each Mandate included in the direct debit service shall also terminate in the following cases:

- a) in case the contract concluded between the Bank and the Beneficiary for the specific Mandate terminates due to any reason;
- b) in case the contract related to the Mandate, terminates for any reason, after five business days as of the date of receiving the termination form from the Beneficiary;
- c) in case the Payer requests the closure of the Payment Account indicated in the Mandate, or whether it is closed or blocked for other reasons, without the Payer indicating to the Bank another account from which the payments are going to be made to the Beneficiary.

7.22 The Mandate may be revoked by the Payer or unilaterally terminated by the Bank as follows:

- the Payer may revoke/terminate a Mandate in accordance with the provisions of clause 7.17, the Client being bound to pay all the rates and commissions for the operations undertaken before the revocation date (inclusively);
- by unilateral termination by the Bank subject to a minimum of 15 days prior notice.

7.23. The Payer is bound to notify in writing the Institution of the Payer, at any of its units, of the termination of the legal relationship between the first or the person on whose behalf the payment is made and the Beneficiary, and to revoke its Mandate afferent to the terminated legal relationship. The Institution of the Payer shall not be held liable for any prejudices suffered by the Payer and/or the Beneficiary, as a result of maintaining the Mandate after the date of terminating the afferent legal relationship.

7.24. If the direct debit service is contracted via Raiffeisen Online Service, it shall be applied with priority the provisions of the Raiffeisen Online contract.

7.25. The Institution of the Payer may unilaterally amend the terms and conditions of the direct debit service (including the value of the fees and commissions set out under Article 7.15) by notifying to the payer the suggested amendment in accordance with Article 8.2.

If the Payer notifies the Bank that they do not accept the amendments proposed by the Bank, prior to the date proposed for applying the amendments, the Payer shall be entitled to unilaterally terminate the Mandate, immediately and free of charge, as provided for under art 7.22. If the Payer fails to exercise such right until the date proposed for applying the amendments, the Parties agree that the failure to terminate the Mandates shall mean the tacit acceptance of the concerned amendments.

8. FINAL PROVISIONS

8.1. Conclusion , amendment and termination of the specific Agreements and GBC

8.1.1. Conclusion of the specific Agreements and GBC

The specific Agreement and/or related documents shall be drawn-up **in hard copy format** and signed by hand, except the cases in which the Bank provides to the Client or accepts, as the case may be, the possibility of concluding them **in electronic format**, with Qualified Electronic Signature or with the consent expressed by means agreed by the parties, or **in other format** by complying with the law, only when the Bank provides/accepts such possibility.

Contractual documents signed and/or accepted by Clients in any manner of expressing their consent, previously mentioned, also contain the valid consent expressed in relation to the content of this.

8.1.2. Amendment of the specific Agreements and of GBC

(i) The amendments proposed by the Bank are communicated to the Client as per the method provided in the Agreement specific for each service/product or in the manners provided at Section 8.2. "Notifictions", if the specific Agreement does not regulate the notification method.

(ii) The Bank and the Client agree that any amendment of the GBC and/or of the provisions of the specific Agreements proposed by the Bank, including those regarding the provisions which regulate the conditions of using the Payment Instruments, of performing the Payment Operations and of operating the Payment Accounts, as well as the rights and obligations of the parties in connection therewith, will be notified to the Client **by** any

communication methods chosen by the Bank in accordance with Article 8.2 and/or by means of information expressly provided in the specific Agreement. The Client accepts that the proof of displaying such amendments on the Bank's Internet website to be made by the Bank by any means of evidence permitted by the law.

8.1.3. For entry into force of the amendments notified to the Client according to art. 8.1.2 letter (ii), the Bank will grant the notice period mentioned in the Specific Agreement, respectively a notice period of at least 15 (fifteen) days from the date on which the notification is considered received by the Client (according to art. 8.2.2) for the modification of the General Terms and Conditions or if such a term is not provided in the Specific agreement. If, within the notice period, the Client does not inform the Bank by means stipulated in the Specific Agreements or in the notification sent by the Bank or in writing, at any of the territorial units of the Bank (when the manner in which the client may respond is not regulated/specified in the specific Agreements/ notification sent by the Bank), its intention to terminate the legal relation which is directly or indirectly affected by the amendment proposed by the Bank, it shall be presumed that the Client's failure to respond represents a tacit acceptance of the respective amendments, if not otherwise regulated by the applicable legal provisions in force.

8.1.4. The continuation of the contractual relations between the Bank and the Client is possible only if the Client issues its consent (as applicable, either express or tacit) regarding the amended content of the GBC, or of the Specific Agreement, as the case may be.

8.1.5. Termination of Specific Agreements and GBC

(i) Specific Agreements shall terminate in the cases and conditions mentioned therein, which shall completed with the termination cases of the Account relation provided for in art. 3.6.3 letter b), c), d) and e) of this document.

(ii) The provisions of the GBC will apply until the date on which the Client no longer has any Specific Agreement in force in his relation with the Bank, date from which the business relationship with the Bank is considered terminated. However, any complaints, requests, disputes, applications submitted/introduced by the Client after the date on which the business relationship with the Bank is terminated or which were previously initiated and are ongoing at that date, will be analyzed in relation to the provisions the Specific agreement and/or GBC in force on the date on which the act/deed/obligation reported/requested/contested by the Client was concluded/happened/executed.

8.2. Notifications

8.2.1. Any requests, notifications, approvals, communications ("Notification") arising out of these GBC and/or of the specific Agreements concluded between the Bank and the Client, if not otherwise provided in GBC/specific Agreements, shall be made by the Bank in writing.

The Bank may choose, at any time during the contractual relation with the Client, any of the following methods assessed by the Bank as adequate for the purpose of communication, in order to notify to the Client the content of a "Notification":

(i) by personal remittance; it is considered that the Bank has notified the Client by personal remittance in case the Delegate collects the documents made available to the Client in the units of the bank.

(ii) by mail/electronic mail (email)/SMS, using for this purpose the (postal and/or email) address, contact telephone numbers (mobile) indicated by the Client or their (legal/authorized) representatives in the documents provided by the Bank in this respect to the Client;

(iii) by publication on the public web pages of the Bank (www.raiffeisen.ro)

(iv) by message published on the applications afferent to Raiffeisen Online/Smart Mobile, Multicash, for the Clients who have contracted such services and/or on the application afferent to Electronic Statement of Account Service.

8.2.2. The notification or any other representation is deemed received by the Client,

- in case of personal remittance – upon delivery,
- in case of transmission by email/SMS – on the date the delivery report is generated by the device used for transmission,

- in case of sending via post office – within three business days as of the submission with the post office/by the courier for the dispatches on the Romanian territory and within the period guaranteed by the postal/courier service providers for the dispatches abroad.
- In case of communications made by the bank in accordance with 8.2.1 (iii) and (iv), on its publication date. The Client is bound to verify the existence of possible Notifications sent by the Bank via applications which support the electronic payment services which the Client has access to on contractual/Electronic Statement of Account Service basis. Moreover, the Client is bound to collect the documents provided to it in the units of the Bank on daily basis, in case it cannot access any of the aforementioned electronic services.

8.2.3. In case the Bank chooses to provide the notifications according to clause 8.2.1 (ii), it shall use in this respect, as the case may be: the postal and/or email address or the mobile telephone numbers provided to the Bank in the latest document recorded at the Bank and provided to the Client for this purpose.

8.2.4. In case the Client consists in more than one individual/entity, any Notification sent by the Bank shall be considered received by each of the individuals/entities which form the Client if it is sent to any of them.

8.2.5. Any Notification or other communication shall be sent by the Client to the Bank at the territorial units from the list published on the website www.raiffeisen.ro, which are allocated by the Bank to the relationship with the client segment which the Client is part of, or, as the case may be, at the territorial unit chosen by the Client by specific Forms. The communication may be made by personal remittance and/or by post office. Any Notification remitted to the Bank by the Client shall be effective only as of its receipt by the Bank.

8.2.6. Any Notification received by the Bank after 04:00 p.m., on a business day, shall be deemed received on the following business day. The exception to this rule is represented by the situation in which the specific contract provides that other timeframe is applicable (for example, the Cut-of-time).

8.2.7. The Client and the Bank agree for the replies to the complaints/claims regarding the payment services to be submitted to the Bank by any of the means of communication provided at clause 8.2.1 above, in accordance with the terms and conditions provided in the legislation on payment services.

8.3. Applicable law. Disputes. Language of the contract.

8.3.1. The relations between the Bank and the Client are governed by the Romanian laws. The possible litigations shall be settled amicably. When this is not possible, only the courts of law are competent to settle these litigations, depending on the procedural norms in force.

8.3.2. Acting as plaintiff, the Bank will be able, if applicable, to refer the litigation for settlement not only to the Romanian courts, but also to a foreign one that has jurisdiction over the Client.

8.3.3. For the amicable settlement of possible disputes regarding the payment services, the Client may notify the National Agency for Fiscal Administration (control authority having its registered office in Bucharest, district 5, postal code 050741, telephone 021.319.97.50; 021.387.10.00; 021-310.68.20 and/or the National Bank of Romania (supervisory authority having its registered office at 25 Lipscani Street, district 3, postal code 030031, fiscal code 361684, telephone 021.313.04.10, 021.315.27.50) under the law, for the application of the extrajudicial procedures for the settlement of disputes. For the amicable settlement of possible disputes regarding the investment products and services, the Client may notify according to the law the Financial Supervisory Authority (supervisory authority having its registered office in Bucharest, 15th Splaiul Independentei Street, district 5, postal code 050092, telephone: 0800.825.627, 021.305.3470) or the National Bank of Romania using the contact details mentioned above.

8.3.4. These GBC are concluded in English and Romanian language; any notification or representation arising out of this contract shall be made in Romanian language.

8.4. Restrictions and interdictions

8.4.1. If a law prohibits the Client to comply with any of its obligations undertaken towards the Bank (or any part of such obligations) in the currency decided, or prevents any funds in that currency to be remitted to the Bank, the Client shall comply with its obligation (or the respective part of the obligation), making the payment to the Bank (at the Bank's discretion and through the methods indicated by the Bank) in another currency indicated by the Bank.

8.4.2. The Client shall pay a sufficient amount in that currency indicated by the Bank, according to clause 8.4.1, so as to allow the Bank to purchase an amount equal to the Client's payment obligation (or the respective part thereof) in the currency it is decided in, calculated based on the relevant spot rate as determined by the Bank. For this purpose, the Bank shall have the right to debit any of the accounts of the Client, at its own discretion, with the amounts owed by the latter, without notifying the Client in advance, and the Client hereby expressly authorizes the Bank to sign the payment orders, instructions and other documents that might be necessary for the abovementioned operation to be fully and properly carried out.

8.5. Cumulative and non-exclusive remedies

Each of the rights/remedies/guarantees granted to the Bank hereunder and/or under specific contracts concluded by the Bank with the Client shall be exerted/enforced by the Bank in the order established by the Bank, at its total discretion, irrespective of the date of establishment/set-up of such rights/remedies in its favour, and they shall be additional to all the other rights and remedies granted to the Bank by virtue of any other consent, any other guarantee or law.

8.6. Deductions or withholdings required under the law

If a deduction or withholding must be made, according to the law, from a payment of the Client to the Bank, the Client shall pay a higher amount so that, as a result of any such deduction or withholding, the Bank shall receive and benefit from a net amount equal to the amount it would have received should no deduction or withholding have been made.

8.7. Assignment. Novation. Transfer

8.7.1. The rights and obligations arising out of these GBC may not be subject to assignment, novation or transfer by either party.

8.7.2. In case the Bank grants to the Client any credit/credit facility, the Bank may assign or otherwise transfer any or all of its rights and benefits resulting from a Credit Facility Agreement and/or from the Financing Documents, to any person, without the Client's consent being required.

8.7.3. By the execution of any specific Credit Agreements/Financing Documents, the Client expresses its explicit consent regarding the novation by change of creditor having as subject matter any or all of the obligations undertaken by the Bank under the respective contracts/documents, including, but not limited to, the obligation to make available funds to the Client, novation which will be effective whenever the Bank, at its sole discretion, decides to terminate its capacity of party bound by the Credit Facility Agreement and/or Financing Documents; for this purpose, the Bank is entitled to be substituted in any and all of its obligations by any entity within or outside Raiffeisen Group, the execution of an agreement between the Bank and the entity that it substitutes being sufficient.

8.8. Risk of transfers

8.8.1. If, at the Client's request, the Bank transfers amounts of money, securities, commercial papers, merchandise delivery documents to a certain recipient, using for this purpose third parties as intermediaries, the transfer shall be made at the risk of the Client. Any loss resulted from the use by the Bank for this purpose of the postal, telephone, telex, fax, email, courier services or other means of communication or transport, shall be borne by the Client, except if the Bank is proven to have been at fault during the transfer process.

8.8.2. In case the Bank uses, at the Client's request, the SWIFT service in order to send the Payment Orders instructed thereby or for the issuance of the bank guarantees/opening of the letters of credit and/or sending of any other messages in relation to the performance/amendment of the guarantees/letters of credit issued/opened with the Bank at the Client's request of the, the Bank shall be liable for the potential damages generated as a result of its own errors with respect to processing the transfers.

8.9. Other clauses

8.9.1. The Bank may send the Client, at its request, information with respect to the content of GBC and/or any other specific Agreement regarding the provided products/services.

8.9.2. In case the specific Agreement regulating the payment operations and/or payment instruments and/or the Payment Accounts ceases by unilateral termination at the Client's initiative or by termination requested by the Bank, the Client and the Bank agree that the Bank will fully withhold the periodical price paid by the Client in advance for the performance of such Agreements (for example, the Account management fee, Account/ payment instrument maintenance fee etc.).

8.9.3. In case the specific Agreement ceases by termination (invoked by the party for the non-fulfillment or inadequate fulfillment by the other party of the contractual obligations) the termination becomes effective de jure, without summons, without notice of default and without the intervention of the courts of law.

8.9.4. In case the order-type in the enactments which regulate the conditions for using the payment instruments, the performance of the payment operations and of the operation of the payment accounts, as well as the rights and obligations of the parties in relation thereto are not fully used or, as applicable, are differently reflected in these GBC and/or specific in the specific Agreements, it is deemed that the Bank and the Client have agreed to apply during their relations the respective legal provisions only to the extent they are used in the contractual clauses as well.

8.9.5. Force majeure shall exonerate from liability the party which invokes it, under the law, subsequent to the notification of the other party. The party which invokes force majeure shall notify the other party within maximum five days as of its occurrence, and shall submit the justifying documents certified by the Romanian Chamber of Commerce and Industry, according to the law, within 15 days. The cessation of the force majeure event shall be communicated under the same conditions, as well.

8.9.6. The Bank will not be liable to the Client for the termination of the operations and for the losses suffered by the Customer, if these are caused by events beyond the Bank's control, including but not limited to war, insurrection, revolution, civil or military conflict, sabotage, changes in legislation, regulations and orders issued by government bodies, strike, employer lock-out or any problem related to the workforce, blockade, mechanical interruptions, computer or computer system failure, equipment failure, failure or malfunction of media communication systems, disruptions in the operation of postal services, or of the electrical communications or of the supply of electricity that are not under the Bank's control, that prevent the execution of operations and that did not result from the direct or indirect performance or non-performance by the Bank of its obligations.

9. CLIENT REPRESENTATIONS AND SIGNATURES OF THE PARTIES

This contract (General Terms for the Performance of Banking Operations, consisting in nine Chapters and 73 pages), with the following content:

1. Introduction; 2. General Principles; 3. General Conditions applicable to the Accounts; 4. Provisions regarding the Payment Operations; 5. Provisions regarding use of the Commercial Card and the 3D Secure Service; 6. Provisions regarding the Debit Payment Instruments; 7. Terms and Conditions for the Direct Debit Service; 8. Final Provisions; 9. Client Representations.

The Client declares that it is aware of the fact that the updated GBC version is published on the webpage of the Bank www.raiffeisen.ro, and also that a counterpart of GBC shall be sent to it, on durable medium, via email, to the Client's email address indicated thereby and registered by the Bank in its records.

These GBC replace the previous versions.

Parties agree that the expression of the consent for the conclusion of these CGB shall be only expressed by all Parties using the same signature method among the following:

- (a) the handwritten signature of the document in the presence of a Bank representative;
- (b) affixing a Qualified Electronic Signature to the document in electronic format Signing the CGB in electronic format shall be made by electronic means of communication agreed by the Bank.

Parties expressly and irrevocably state that:

- (i) GBC signed by the Client according to the signing manners above, also contain the valid consent expressed in relation to their content
- (ii) the receipt by the Bank of the contractual document signed as such by the Client and sent to the Bank in the manner agreed by it, followed by the Bank's representative affixing the signature to the contractual document, marks the moment of the valid conclusion of GBC and makes full proof of the will agreement validly and freely expressed by the Client for its content.

Parties agree that these GBC be concluded in two original counterparts and the document is deemed as concluded at the Bank's office; in the case of concluding the GBC in electronic format, all Parties shall receive its signed electronic version, by the means of the communication agreed by the Bank; GBC signed in electronic format by all Parties is an execution copy

RAIFFEISEN BANK S.A.,

Name of the Client:

(to be mandatorily filled-in)

1.

2.

First name/last name of the legal
representative

First name/last name of the legal
representative

First name/last name of the legal
representative

(signature)

(signature)

(signature)

Date: _____

Date: _____