Termeni si conditii aferenti serviciului de intermediere si custodie titluri de valoare /Terms and conditions related to intermediation and custody of securities

Prezentul document nu reprezinta o oferta sau un contract si nu obliga Raiffeisen Bank S.A./The present document does not represent an offer or an agreement and does not create obligations for Raiffeisen Bank. S.A.

Documentul este pus la dispozitia clientului cu scop de informare conform cerintelor legale.The document is made available to the client for information purposes according to the legal request.

Pentru incheierea unui contract va rugam sa luati legatura cu responsabilul de clientela. In order to conclude an agreement please contact the relationship manager.

Art. 1. Definitii Daca nu se specifica altfel, cuvintele si expresiile urmatoare vor avea intelesul stabilit in acest articol. Termenii folositi cu majuscule in Contract, care nu sunt definiti in mod special, vor fi folositi avand intelesul stipulat de Legislatia aplicabila, in documentul de prezentare MiFID II al Raiffeisen Bank S.A sau in politica de executare a Raiffeisen Bank S.A. **"CGB"** inseamna Conditiile Generale de Derulare a Operatiunilor Bancare pentru Persoane Fizice aplicabile care constau in termenii generali si conditii de afaceri ale Bancii, asa cum sunt modificate de aceasta din cand in cand; **„Cont"** inseamna un cont curent deschis de Client la Banca in baza unui contract specific in care sunt evidentiate fondurile banesti ale acestuia, unde intrari/iesiri de numerar legate de Instructiuni si/sau de Titlurile de valoare vor fi efectuate in baza mandatului acordat Bancii prin prezentul Contract (ex. plata pentru cumpararile de Titluri de valoare, incasari din vanzarea Titlurilor de valoare, incasari de venituri, din rascumparari, plati de comisioane si rambursari), identificat in Anexa 2 „Conturile". Toate conditiile legate de deschiderea si functionarea contului curent inclusiv comisioanele, tarifele si dobanzile aferente, sunt stabilite in contractul de cont curent incheiat cu Banca si nu fac obiectul prezentului Contract; **„Cont al Titlurilor de valoare**" inseamna un cont de custodie folosit pentru pastrarea si administrarea Titlurilor de valoare pentru Client; „**Depozitarul Central**" inseamna institutia care furnizeaza servicii de depozitare, registru, compensare si decontare a tranzactiilor cu instrumente financiare, precum si alte operatiuni in	**Article 1. Definitions** Unless otherwise specified, the following words and expressions shall have the meaning set in this article. The terms used in this Agreement and which have not been defined explicitly shall be used with the meaning specified in the Applicable Legislation, in the MiFID II presentation document of Raiffeisen Bank S.A. or in the clients' order execution policy of Raiffeisen Bank S.A. **„CGB"** means General Conditions for the Performing of Banking Operations for Natural Persons, applicable consisting in general terms and business conditions of the Bank, as they are modified by the Bank, from time to time; **„Account"** means the current account opened by the Client, on the grounds of a specific agreement, which evidences the money of the Client, where cash inflows/outflows related to the Instructions and/or to the Securities shall be evidenced on the grounds of the mandate comprised in the present Agreement (e.g. payment related to Securities' purchases, incomings from Securities sales, redemptions, fees' transfers and reimbursements), identified in Appendix 2 „Accounts". All the conditions regarding the opening and the functioning of the current account including the respective commissions, fees and interests are set in the current account agreement concluded with the Bank and do not stand for the subject matter of the present Agreement; **„Securities Account"** means a custody account used for keeping and administrating the Securities for the Client; **"Central Depository"** means the institution that provides services for deposit, register, clearing and settlement of transactions with financial instruments, as well as other operations related to

PENTRU INFORMAREA DVS. INFO

legatura cu acestea, astfel cum sunt definite si descrise in Regulamentul (UE) nr. 909/2014 privind îmbunataţirea decontarii titlurilor de valoare în Uniunea Europeana şi privind depozitarii centrali de titluri de valoare si in Legea nr. 126/2018 privind pietele de instrumente financiare, avand calitatea de administrator si operator al unui sistem de plati care asigura compensarea fondurilor si decontarea operatiunilor cu instrumente financiare.	them, as defined and described in EU Regulation no. 909/2014 on improving the settlement of securities in the European Union and on the central depository of securities and Law 126/2018 regarding the markets in financial instruments,, acting as administrator and operator of a payment system that clears funds and settles securities transactions.
"Format Electronic" inseamna orice Suport durabil, asa cum e definit mai jos, altul decat hartia.	**"Electronic Format"** means any durable medium, as defined below, other than paper.
„Instructiune" inseamna un ordin ferm transmis Bancii cu privire la tranzactiile si Serviciul care fac obiectul prezentului Contract(inclusiv ordinul rezultat pe baza cotatiei ferme oferite la cererea clientului), respectiv cu privire la operatiuni cum ar fi, dar fara a se limita la: achizitia/ vanzarea, subscrierea/ rascumpararea Titlurilor de valoare, decontarea tranzactiilor cu Titluri de valoare, precum si notele, permisiunile, cererile sau solicitarile permise sau cerute sa fie date in baza prezentului Contract, transmise in forma ceruta de Banca;	**„Instruction**" means a firm order sent to the Bank regarding the transactions and Services subject matter of the present Agreement (including the order resulting from the firm quotation offered at the Client's request), respectively regarding operations as are without limitation: acquisition/ selling, subscription/ redemption of the Securities, settlement of the transactions with Securities, as well as notices, permissions, demands, or requests permitted or required to be given under this Agreement, transmitted, and duly given, in the form prescribed by the Bank;
„Instructiuni LcP" inseamna o categorie de Instructiuni, specifice activitatii de decontare a ordinelor de tranzactionare, prin care se stabileste modul de desfasurare al transferurilor "livrare contra plata" aferente tranzactiilor Clientului. Instructiunile LcP date de Client sunt executate/transmise de Banca in baza formularului de Instructiune si a confirmarii Clientului, transmise/returnate de Client Bancii, printr-unul din mijloacele de comunicare agreate la art. 10 „Notificari" din prezentul Contract;	**„DvP Instructions**" means a certain type of Instructions, specific to the settlement activity related to trading orders, setting the means of performing of the „Delivery versus Payment" transfers related to the Client's transactions. The DvP Instructions given by the Client are executed/transmitted by the Bank only on the grounds of the Instruction form and upon the Client's confirmation, transmitted/remitted by the Client to the Bank, through means of communication agreed at Article 10 „Notifications" of the present Agreement;
„Legislatie aplicabila" inseamna legislatia din Romania aplicabila Contractului si operatiunilor cu Titluri de valoare, precum si activitatilor de custodie, incluzand dupa caz, dar fara a se limita la: (i) Legea nr. 126/2018 privind pieţele de instrumente financiare; (ii) Regulamentul nr. 5/2019 privind reglementarea unor dispozitii referitoare la prestarea serviciilor si activitatilor de investitii conform Legii nr. 126/2018 privind pietele de instrumente financiare, emis de ASF, (iii) Regulamentul UE nr. 600/2014 privind pietele instrumentelor financiare; (iv) Regulamentul	**„Applicable Legislation"** means the legislation in Romania applicable to the Agreement and to the relationships of securities and the custody operations, including as the case may be but not limited to: (i) Law no. 126/2018 on markets in financial instruments; (ii) Regulation no. 5/2019 with regards to the regulation of some provisions with regards to the provision of investment services and activities according to Law no. 126/2018 on financial instruments markets, issued by FSA; (iii) Regulation (EU) no. 600/2014 on markets in financial instruments; (iv)FSA/National Bank of Romania (**"NBR"**) Regulation

PENTRU INFORMARE/FOR INFO

ASF/Banca Nationala a Romaniei (**„BNR"**) nr. 10/4/2018 privind privind protejarea instrumentelor financiare şi a fondurilor care aparţin clienţilor, obligaţiile de guvernanţa a produsului şi normele aplicabile la acordarea sau primirea de onorarii, comisioane sau alte tipuri de beneficii pecuniare sau nepecuniare; (v) Legea 24/2017 privind emitentii de instrumente financiare si operatiuni de piata, (vi) Regulamentul nr. 5/2018 privind emitentii de instrumente financiare si operatiuni de piata; (vii) Regulamentul UE 565/2017 de completare a Directivei 2014/65/UE în ceea ce privește cerințele organizatorice și condițiile de funcționare aplicabile firmelor de investiții și termenii definiți în sensul directivei menționate; (viii) Ordinul nr. 318/2022 pentru aprobarea Regulamentului-cadru privind operatiunile de piata cu titluri de stat pe piata interna, emis de Ministerul Finantelor (denumit in continuare "**MF"**); (ix) Regulamentul BNR nr. 8/2022 privind privind operaţiunile de administrare a datoriei publice guvernamentale efectuate de către Ministerul Finanţelor pe piaţa titlurilor de stat administrată de Banca Naţională a României, ; (x) Regulamentul BNR nr. 12/2005 privind piata secundara a titlurilor de stat administrata de BNR; (xi) Norma BNR nr. 1/2006 in aplicarea Regulamentului nr. 12/2005 privind piata secundara a titlurilor de stat administrata de BNR, emisa de BNR; (xii) Codul Depozitarului Central, (xiii) Hotararea Guvernului nr. 1470/2007 pentru aprobarea Normelor metodologice de aplicare a Ordonantei de urgenta a Guvernului privind datoria publica, astfel cum acestea vor fi modificate ulterior, precum si toate si orice act normativ care le completeaza/abroga, sau orice alta legislatie care ar putea fi aplicabila Contractului pentru derularea Contractului, dupa caz; "**PRIIP**", inseamna Regulamentul UE nr. 1286/2014 privind documentele cu informatii esentiale referitoare la produsele de investitii individuale structurate si bazate pe asigurari. Mai multe detalii in acest sens sunt disponibile pe site-ul RBRO: www.raiffeisen.ro la sectiunea Despre-noi/Guvernanta Corporativa, https://www.raiffeisen.ro/ro/despre-noi/guvernanta-corporativa/priips.html	no. 10/4/2018 with regard to safeguarding of financial instruments and funds belonging to clients, product governance obligations and the rules applicable to the provision or reception of fees, commissions or any monetary or non-monetary benefits; (v) Law 24/2017 regarding issuers of financial instruments and market operations; (vi) Regulation no. 5/2018 with regards to issuers and markets operations (vii) Regulation EU 565/2017 supplementing Directive 2014/65/EU as regards organisational requirements and operating conditions for investment firms and defined terms for the purposes of that Directive; (viii) Order no. 318/2022 for the approval of the Framework-Regulation on market transactions in government securities on the internal market, issued by the Ministry of Finance (hereinafter called the „MF"); (ix) NBR Regulation no. Law no. 8/2022 on government debt management operations performed by the Ministry of Finance on the government securities market managed by the National Bank of Romania; (x) NBR Regulation no. 12/2005 on secondary market for government securities managed by NBR; (xi) NBR Regulation no. 1/2006 in application of NBR Regulation no. 12/2005 on secondary market of government securities administered by NBR; (xii) Central Depository Code, (xiii) Government Decision no. 1470/2007 for the approval of the Methodological Norms for the application of the Government Emergency Ordinance regarding the public debt, as they will be changed later, and all and any bill that complement/repealed or any other type of legislation which might be applicable to the Agreement in the purpose of its performance, as the case may be; **"PRIIP"** means Regulation (EU) no. 1286/2014 on key information documents for packaged retail and insurance investment products. More details in this regard are available on RBRO's website: www.raiffeisen.ro under the section Corporate Governance, https://www.raiffeisen.ro/ro/despre-noi/guvernanta-corporativa/priips.html applicable to clients which are qualified as Retail Clients, according to the Bank's records.

CONTRU INFORMARE/FOR INFO

aplicabila Clientilor care sunt incadrati in categoria Retail conform evidentelor Bancii. **„Reprezentant autorizat"** inseamna persoana desemnata si autorizata de catre Clientul persoana fizica sa semneze documente si sa dea Instructiuni cu privire la derularea prezentului Contract. In cazul contractului la distanta, Reprezentantul autorizat nu poate solicita modificarea sau rezilierea prezentului contract. **„Suport durabil"** inseamna orice instrument care: (a) permite Clientului sa stocheze informatii care ii sunt adresate personal, intr-un mod care sa permita ca informatiile respective sa poata fi consultate ulterior pe o perioada de timp adaptata scopului acestor informatii si care (b) permite reproducerea fidela a informatiilor stocate. Suportul durabil include transmiterea informatiilor in Format Electronic, cat si pe suport de hartie. **„Testul de Oportunitate"** inseamna evaluarea de catre Banca a cunostintelor si experientei Clientului Retail, cu privire la tipul de instrument financiar relevant si tipul de serviciu solicitat. **„Titluri de valoare"** inseamna instrumente financiare de tipul dar fara a se limita la: (i) obligatiuni corporative; (ii) titluri de stat; (iii) alte titluri de valoare care fac parte din oferta Bancii la momentul instructiunii (instrumente ale pietei monetare, actiuni si alte titluri echivalente acestora, precum si certificate de depozit pentru actiuni, orice alte titluri care confera dreptul de a cumpara sau de a vinde asemenea valori mobiliare sau care conduc la o decontare in numerar stabilita in raport cu acestea, titluri de participare la fonduri de investitii listate), care nu fac obiectul serviciului prestat de Banca in baza unui contract specific (ex. Certificatele emise de Raiffeisen Bank International A.G.. **"Zi Lucratoare"** reprezinta o zi in care Banca este deschisa pentru activitatea cu publicul.	**„Authorised Representative"** means the person appointed and authorized by the Client, that is a private individual, to sign documents and give Instructions regarding the performance of the present Agreement. In the case of a distance contract, the Authorised Representative may not request the modification or termination of the present Agreement. **"Durable medium"** means any instrument which: (a) enables the Client to store information addressed personally to him in a way that allows that information to be future reference for a period of time adequate for the purposes of such information and (b) allows the unchanged reproduction of the information stored. The durable medium includes the transmission of information in electronic format, as well as on paper. **„Appropriateness Test"** means the Bank's assessment of the Retail Client's knowledge and experience regarding the type of relevant financial instrument and the type of service requested. **„Securities"** means the financial instruments, issued in dematerialised form, of the following type, without limitation: (i) corporate bonds; (ii) governmental bonds; (iii) other securities, that are part of the Bank's offer at the time of the instruction (money market instruments, shares, and other equivalent securities, as well as certificates of deposit for shares, any other securities that confer the right to buy or sell such securities or which lead to a cash settlement established in relation to them, undertakings in collective investments for transferable securities in listed investment funds) ,which are not subject to the service provided by the Bank under a specific contract (e.g. certificates issued by Raiffeisen Bank International A.G.. **„Business Day"** means a day in which the Bank is opened for activity with the public.

PENTRU INFORMARE/FOR INFO

Art. 2. Obiectul Contractului	**Article 2. Subject matter of the Agreement**
(1) Obiectul Contractului consta in prestarea Serviciului de Intermediere si a Serviciului de Custodie de catre Banca Clientului, cu privire la Titlurile de valoare, in limitele si conform termenilor si conditiilor prevazute in prezentul Contract. Aceste servicii sunt denumite generic in continuare „**Serviciul"** si se realizeaza cu plata de catre Client a tarifelor si comisioanelor aferente prevazute in Anexa 1 Tarife si comisioane la prezentul Contract.	(1) The subject matter of the Agreement consists of rendering of the Intermediation Service and of the Custody Service by the Bank to the Client, regarding the Securities, within the limits and according to the terms and conditions provided by the present Agreement. These services are generically named herewith the „**Service"** and are provided by applying the related tariffs and fees specified in Appendix 1 – Fees and commissions to the present Agreement.
(2) **Serviciul de Intermediere** reprezinta serviciul si activitatea de investitii prestate de Banca Clientului, in legatura cu Titlurile de valoare care se regasesc in oferta Bancii, pentru segmentul din care face parte Clientul si pentru care Clientul este eligibil conform Legislatiei aplicabile si documentelor emisiunii respective.	(2) **The Intermediation Service** represents the investment service and activity rendered by the Bank to the Client, in relation to the Securities that are part of the Bank's offer for the client segment the Client is part, for which the Client is eligible according to the Applicable Legislation and to the documents related to the respective issuance.
Serviciul de Intermediere include preluarea si transmiterea si/sau executarea ordinelor Clientului (inclusiv tranzactionarea pe baza de cotatii ferme oferite la cererea clientului) , respectiv realizarea de operatiuni de catre Banca pe seama Clientului, cu si in legatura cu Titlurile de valoare. Tranzactiile si operatiunile efectuate au ca efect achizitia/ vanzarea, subscrierea/ rascumpararea Titlurilor de valoare (i) pe piata primara prin participarea la licitatiile si subscrierile publice, inclusiv la cele organizate de agentul desemnat de catre MF, sau prin plasament privat (ii) pe piata secundara, in locuri de tranzactionare si in afara acestora, dupa caz, in functie de oferta Bancii si de politica Bancii de executare a ordinelor.	The Intermediation Service includes the reception, transmission and/or the execution of the Client orders (including trading based on firm quotes offered at the client's request), respectively the performing of operations by the Bank in the name and on behalf of the Client with and related to Securities. The transactions and operations made have as result the acquisition/ selling, subscription/ redemption of the Securities (i) on the primary market by participating in public auctions and subscriptions including the ones organized by the agent appointed by the MF, or via private placement (ii) on the secondary market, in trading venues and outside trading venues, according to the Bank's offer and to the order execution policy of the Bank.
(3) **Serviciul de Custodie** reprezinta serviciul auxiliar de investitii care consta in pastrarea si administrarea Titlurilor de valoare in contul Clientului, inclusiv custodia şi serviciile auxiliare custodiei, care cuprinde, fara a se limita la, operatiuni realizate de Banca, in contul si pe numele Clientului. Serviciul de Custodie este prestat de Banca cu privire la Titlurile de valoare, evidentiate in Contul Titlurilor de valoare.	(3) **The Custody Service** means the ancillary service to investment that consists of safekeeping and administration of financial instruments for the account of Client, including custodianship and its related services, that also comprises without limitation, operations realised by the Bank, on the account and in the name of the Client. The Custody Service is rendered by the Bank regarding the Securities, evidenced in the Securities Account.
(4) Obiectul Contractului si implicit Serviciul de Custodie, exclud depozitarea fondurilor banesti apartinand Clientilor si orice serviciu de consultanta de investitii.	(4) The subject matter of the Agreement and implicitly the Custody Service exclude the deposit of the Clients' cash funds and any investment advisory service.

DE UZ INFORMATIV

(5) Serviciul de Custodie se presteaza in temeiul prezentului Contract, in mod direct sau indirect prin subcustodele desemnat de Banca, in baza acordurilor relevante incheiate de acesta cu terte parti. Serviciul de Custodie poate fi detaliat sau limitat prin Instructiunea Clientului si poate consta in: a) pastrarea in siguranta a Titlurilor de valoare proprietatea Clientului prin mentinerea unui Cont al Titlurilor de valoare separat si segregat, deschis in numele Clientului si care evidentiaza drepturile in legatura cu Titlurile de valoare; b) evidentierea transferului, atribuirea sau restrangerea drepturilor certificate de Titlurile de valoare ca urmare a derularii operatiunilor cu Titluri de valoare (daca acest lucru este posibil conform legii); decontarea operatiunilor se va face pe baza principiului livrare contra plata (LcP) sau livrare fara plata (FoP) in conditiile Legislatiei aplicabile; c) colectarea si distribuirea informatiilor cu privire la evenimentele corporative ale emitentilor de instrumente financiare, conform obligatiei prevazute de Legislatia aplicabila; d) asistarea Clientului si facilitarea exercitarii drepturilor Clientului in legatura cu Titlurile de valoare, inclusiv a celor care rezulta din evenimente corporative conform cu Legislatia aplicabila. (6) Banca informeaza Clientul ca a desemnat Raiffeisen Bank International A.G, institutie de credit cu sediul in Am Stadtpark 9, 1030 Viena, Austria, inregistrata la Curtea Comerciala din Viena (Handelsgericht Wien) sub nr. FN 122119 m, drept custode global (subcustode) pentru pietele externe. La selectarea custodelui global, Banca a urmarit respectarea de catre custodele global a unor standarde similare celor proprii in ceea ce priveste, printre altele, protejarea activelor clientilor, conditiile de segregare a detinerilor, cadrul juridic aplicabil, inclusiv in situatia insolventei custodelui, reputatia, capacitatea operationala si procesul de selectie a subcustozilor din pietele in care custodele global actioneaza indirect. Banca verifica anual indeplinirea criteriilor care au stat la baza selectiei custodelui global. Clientul este avertizat despre riscurile aferente detinerii instrumentelor financiare de o parte terta in numele Bancii prin Documentul de prezentare MIFID II al Raiffeisen Bank S.A.	(5) The Custody Service is performed based on the present Agreement, directly or indirectly through the sub-custodian designated by the Bank, on the grounds of relevant agreements concluded by the latter with third parties. The Custody Service may be detailed or limited according to the Client's Instruction and may include: a) safekeeping of Securities, keeping a separate and segregated Securities Account opened in the name of the Client and evidencing of rights regarding the Securities; b) evidencing of transfer, granting and restriction of the rights certified by Securities upon carrying out of operations with the Securities (if this is possible in accordance with the law); The settlement of the cross-border operations is performed on delivery versus payment (DvP) or free of payment (FoP) principle, in accordance with the provisions of the Applicable Legislation; c) collecting and distributing information regarding the corporate actions of issuers of financial instruments, according to the legal obligation provided by the Applicable Legislation; d) assisting the Client in exercising its rights with respect to Securities including the ones that result from corporate actions in accordance with the Applicable Legislation. (6) The Bank hereby informs the Client that it appointed Raiffeisen Bank International A.G., banking company with headquarters at Am Stadtpark 9, 1030 Vienna, Austria, registered with the Commercial Court Vienna (Handelsgericht Wien) under FN 122119 m as global custodian (subcustodian agent) for the external markets. The criterion for selecting the global custodian followed by the Bank was the adherence to similar standards regarding, inter alia, the safeguarding of clients' assets, assets segregation conditions, the applicable legal frame, including in the case of global custodian's bankruptcy, reputation, operational capabilities, and the selection of the subcustodian for markets where the global custodian operates through indirect links. The Bank verifies annually the compliance of the global custodian with the selection criteria. The Client is made aware of the risks related to holding the financial instruments in accounts by a third party in the name of the Bank, through the MIFID II Presentation Document of Raiffeisen Bank S.A.

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Art. 3. Durata Contractului	**Article 3. Term of the Agreement**
(1) Prezentul Contract intra in vigoare la data semnarii sale de catre Parti. Durata Contractului este nelimitata. Prezentul Contract inceteaza prin: a. acordul Partilor, la data stabilita de Parti; b. denuntare unilaterala de catre oricare dintre Parti. Ca regula, Contractul poate fi denuntat unilateral, cu un preaviz de 14 zile comunicat celeilalte Parti, conform art. 10 „Notificari" din Contract, fara justificarea deciziei de denuntare si fara penalizari. **In cazul denuntarii unilaterale la initiativa Clientului**, in situatia in care Clientul detine Titluri de valoare evidentiate in Contul Titlurilor de Valoare, Clientul nu va putea stabili o data de denuntare a Contractului anterioara transferului tuturor instrumentelor detinute din Contul Titlurilor de Valoare, in caz contrar, Serviciul de Custodie va continua sa fie prestat in baza Contractului, cu suportarea costurilor Serviciului de Custodie de catre Client. **In cazul denuntarii la initiativa Bancii,** in situatia in care Clientul detine Titluri de valoare evidentiate in Contul Titlurilor de Valoare, Banca va stabili in notificarea de denuntare un termen in care Clientul sa transfere Titlurile de valoare. c. prin reziliere. Daca oricare dintre Parti nu-si executa sau isi executa necorespunzator obligatiile asumate prin Contract, cealalta Parte poate solicita rezilierea Contractului. Rezilierea va opera de plin drept si fara indeplinirea altor formalitati judiciare sau extrajudiciare, cu exceptia unui preaviz de 14 zile comunicat celeilalte Parti in acest sens conform art. 10 „Notificari" din Contract. d. in orice alte cazuri prevazute expres de prezentul Contract sau de lege.	(1) The Agreement enters into force on the signing date by the Parties. The Agreement duration is unlimited. The present Agreement is terminated by: a. the agreement of the Parties, on the date set by the Parties; b. unilateral termination by either Party. As a rule, the Agreement may be terminated unilaterally, with a 14 days prior notification communicated according to art. 10 "Notifications" of the Agreement, without justification of the termination decision and without penalties. **In case of termination at the Client's initiative**, if the Client holds Securities evidenced in the Securities Account, the Client will not be able to establish a termination date of the Contract prior to the transfer of the Securities evidenced in the Securities Account, otherwise, the Custody Service shall continue to be rendered on the grounds of the Agreement, the Client bearing the costs of such Custody Service. **In case of termination at the Bank's initiative**, if the Client holds Securities evidenced in the Securities Account, the Bank will establish in the notice of termination a term in which the Client will transfer the Securities. c. by termination. If either Party does not execute or executes improperly the obligations assumed in this Agreement, the other Party may solicit the termination of the Agreement. The termination shall have full legal effect and without any other legal and extra-legal formalities, except for a 14 days' notice sent to the other Party in this purpose according to Article 10 „Notifications" from the Agreement. d. in any other cases expressly provided for in this Agreement or by law.
(2) Suplimentar fata de cauzele de incetare prevazute mai sus, in cazul contractului la distanta, incheiat conform solicitarii Clientului din Anexa 3 – „*Cerere*", Clientul beneficiaza de dreptul de denuntare unilaterala a Contractului, fara termen de preaviz, fara justificarea denuntarii si fara penalitati, in primele 14 zile calendaristice de la data semnarii Contractului sau de la data transmiterii	(2) In addition to the causes of termination provided above, in the case of distance contract, concluded as per the request of the Client in Appendix 3 - Application, the Client has the right to unilaterally terminate the Agreement, without notice, without justification of termination and without penalties, in the first 14 calendar days from the date of signing the Contract or on the date of transmission of the documents provided in Appendix 3 - Application if

PENTRU INFORMARE/FOR INFO

documentelor prevazute in Anexa 3 - Cerere daca acestea sunt transmise ulterior incheierii Contractului. Denuntarea se realizeaza prin transmiterea catre Banca a unei notificari, prin orice mijloc care poate fi probat, anterior expirarii termenului de 14 zile, cu suportarea costurilor Serviciului prestat pana la data denuntarii, daca este cazul. Costurile Serviciului prestat nu vor depăşi o sumă stabilită proporţional cu perioada în care Serviciile au fost furnizate, raportată la durata totală a Contractului. In situatia in care Clientul are Titluri de valoare evidentiate in Contul Titlurilor de Valoare, Clientul va proceda la transferul acestora cel tarziu la data denuntarii, in caz contrar, Serviciul de Custodie va continua sa fie prestat in baza Contractului, cu suportarea costurilor Serviciului de Custodie de catre Client. Neexercitarea dreptului de retragere in termenul mentionat presupune intrarea in vigoare a Contractului. Orice sume datorate de Client Bancii in baza prezentului Contract trebuie restituite in termen de maxim 30 de zile calendaristice de la data denuntarii de catre Client a Contractului. (3) Incetarea prezentului Contract nu afecteaza valabilitatea obligatiilor Partilor care au luat nastere anterior. In cazul in care, la momentul incetarii, sunt in derulare operatiuni pentru care Banca a primit Instructiuni ferme si irevocabile din partea Clientului, Banca va efectua aceste operatiuni conform Instructiunilor primite, iar Clientul isi va indeplini propriile obligatii in legatura cu operatiunea respectiva, inclusiv va suporta toate comisioanele si taxele aferente operatiunii si administrarii contului Titlurilor de valoare. (4) Pentru Serviciile de Custodie, Clientul va da Instructiuni Bancii cu privire la modul in care Clientul va dispune de Titlurile de valoare pastrate in custodie la Banca inainte de data incetarii Contractului sau suspendarii Serviciilor. La data incetarii prezentului Contract, Banca va transfera Titlurile de valoare din Contul de Titluri de valoare al Clientului catre alt custode indicat de catre Client. Clientul va instructa noul custode in vederea acceptarii transferului Titlurilor de valoare. Banca are dreptul de a percepe Clientului orice costuri rezonabile aferente efectuarii transferului activelor catre noul custode.	they are transmitted after the conclusion of the Agreement. The termination is made by sending to the Bank a notification, by any means that can be proved, prior to the expiration of the term of 14 days, bearing the costs of the Service provided until the date of termination, if applicable. The costs of the Service provided shall not exceed an amount established in proportion to the period during which the Services were provided, in relation to the total duration of the Agreement. If the Client has Securities evidenced in the Securities Account, the Client shall transfer them no later than the termination date, otherwise, the Custody Service shall continue to be rendered on the grounds of the Agreement, the Client bearing the costs of such Custody Service. Failure to exercise the right of withdrawal within the mentioned term implies the entry into force of the Agreement. Any amounts owed by the Client to the Bank under this Agreement must be repaid within a maximum of 30 calendar days from the date of termination by the Client of the Contract. (3) The termination of the Agreement does not influence the validity of Parties' obligations that have been previously created. If there are still operations carried out by the Bank based on firm and irrevocable Instructions communicated by the Client, when the termination is announced, the Bank shall perform these operations according to the Instructions received and the Client shall fulfil his/her/its own obligations in connection to the respective operation, supporting also all the fees and commissions related to the operation and administration of the Securities Account. (4) For the Custody Services, the Client shall give Instructions to the Bank regarding the way in which the Client shall dispose of the Securities kept in the Bank's custody before the termination of the Agreement or suspension of the rendering of the Services. On the termination date of the present Agreement, the Bank shall transfer all the Securities from the Client's Securities Account towards a different Custodian appointed by the Client. The Client shall instruct the new custodian in order to accept the transfer of the Securities. The Bank has the right to perceive from the Client any reasonable costs related to assets transfer towards the new custodian.

PENTRU INFORMARE/FOR INFO

Art. 4. Obligatiile, drepturile si raspunderea Bancii	**Article 4. Obligations, rights, and liabilities of the Bank**
4.1. Obligatiile si drepturile Bancii (1) In baza prezentului Contract si a cererii de deschidere a Contului Titlurilor de valoare, Banca va deschide, opera si mentine in numele si pentru Client un Cont al Titlurilor de valoare in registrul secundar administrat de catre Banca, in vederea inregistrarii si transferului Titlurilor de valoare, existente in forma dematerializata.	**4.1. The Obligations and Rights of the Bank** (1) Based on the present Agreement and based on the request for opening of a Securities Account, the Bank shall open, operate, and maintain on behalf of and for the Client a Securities Account in the secondary registry administered by the Bank, as the case may be, in view of registering and transferring the Securities existing in a non-material form.
(2) Banca va asigura inscrierea de mentiuni in registrul aferent cu privire la toate operatiunile efectuate in contul Clientului si va tine, extracontabil, o evidenta a miscarilor din contul Titlurilor de valoare al Clientului, precum si a soldului acestuia in baza operatiunilor dispuse de Client si a documentelor primare aferente operatiunilor pe piata primara si secundara.	(2) The Bank shall ensure the registration of entries in the related register with regard to the operations made on the Client's account and shall keep, off-balance, a record of the movements on the Client's Securities Account, as well as of the balance, based on the operations instructed by the Client and based on the primary documents related to the operations on the primary and secondary market.
(3) Banca va efectua toate operatiunile cu si in legatura cu Titlurile de valoare in numele si pe contul Clientului, in baza prevederilor prezentului Contract si a Instructiunilor ferme si irevocabile ale Clientului, pentru fiecare operatiune in parte, transmise Bancii intr-o forma acceptabila pentru acesta si cu respectarea termenelor impuse de Legislatia aplicabila si de formularele Bancii.	(3) The Bank shall perform all the operations with and related to the Securities in the name and on behalf of the Client, based on the provisions of the present Agreement and on the firm and irrevocable Instructions given by the Client, for each separate operation, sent to the Bank in an acceptable form and by respecting the terms imposed by the Applicable Legislation and by the Bank's forms.
(4) Banca crediteaza Contul Clientului cu sumele primite de acesta si debiteaza Contul Clientului cu sumele datorate de acesta, pentru operatiunile cu Titluri de valoare efectuate conform prezentului Contract. In acest scop, Clientul imputerniceste prin prezentul Contract Banca sa procedeze la debitarea conturilor sale cu sumele necesare. Banca va furniza extrase de Cont conform contractului specific incheiat intre Client si Banca cu privire la deschiderea si operarea conturilor curente.	(4) The Bank credits the Client's Account with the amounts received from the Client and debits the Client's Account with the amounts due by him/her/it, for the operations with Securities performed according to the present Agreement. For this purpose, the Client empowers through the present Agreement the Bank to debit its accounts with the necessary amounts. The Bank shall provide the Client with Account statements according to the specific agreement concluded between the Bank and the Client regarding the opening and operation of the current accounts.
(5) Banca are dreptul, conform autorizarii Clientului data prin prezentul Contract, de a indisponibiliza sumele necesare efectuarii operatiunilor cu Titluri de valoare si platii tarifelor si comisioanelor aferente, sume existente fie in contul curent, fie in conturile de depozit ale Clientului, conform Instructiunilor acestuia. Banca va efectua operatiuni in numele	(5) The Bank has the right, according to the Client's authorization given in the present Agreement, to block the amounts necessary to perform the Securities operations and the payment of the related fees and commissions, amounts that exist in the current account or in the Client's deposit accounts, according to the

PENTRU INFORMARE/FOR INFO

Clientului numai in limita sumelor existente in conturile acestuia, Banca neangajandu-se in niciun fel cu fondurile sale proprii.	Instructions received from the Client. The Bank shall perform operations on the Client's name only within the limits of the existing amounts in his/her/its accounts without supporting the Client, under any circumstances, with its own funds.
(6) Banca este obligata sa restituie la cererea Clientului sumele de bani detinute in numele acestuia din urma, in cazul neadjudecarii sau neacceptarii ofertei de subscriere si/sau de cumparare de Titluri de valoare, mai putin eventuale comisioane si tarife datorate de Client Bancii, agentului desemnat de MF sau tertelor parti in masura in care si Banca le-a primit la randul sau.	(6) The Bank is compelled to return upon the Client's request the amounts of money held on his/her/its behalf following a case of non-adjudgement or non-acceptance of the subscription and/or of the buying offer for the Securities, less any possible fees and commissions owed by the Client to the Bank, the MF agent or by third parties, provided that the Bank received them also.
(7) Banca stabileste propriile comisioane si tarife practicate in legatura cu fiecare operatiune si cu administrarea Contului Titlurilor de valoare conform politicii sale de preturi.	(7) The Bank sets its own fees and fees applicable in connection to each operation and to the Securities Account administration according to its price policy.
(8) Banca are dreptul sa refuze depunerea la agentul desemnat de MF a ofertei de subscriere si/sau de cumparare de Titluri de valoare sau sa execute ordinul de tranzactionare in conditiile in care Clientul nu-si indeplineste obligatiile prevazute in prezentul Contract.	(8) The Bank has the right to refuse the submission to the MF agent of the subscription and/or buying offer of the Securities or to execute the order regarding a transaction when the Client does not fulfil the obligations specified in the present Agreement.
(9) Banca poate anula Instructiunile primite din partea Clientului care nu indeplinesc conditiile de fond si de forma stabilite de formularele Bancii sau pentru care Clientul nu a returnat formularul de tranzactionare semnat de Reprezentantii Autorizati, notificand Clientului motivele anularii. Banca nu va fi raspunzatoare de neexecutarea in termen a obligatiilor sale in aceasta situatie.	(9) The Bank can cancel the Instructions received from the Client that do not fulfil the basic conditions and the form set through the Bank forms or for which the Client did not return the trading form signed by the Authorised Representatives, by notifying the Client of the cancellation reasons. The Bank shall not be responsible for the non-execution in due time of its obligations in this situation.
(10) Banca va inregistra in evidentele proprii si va elibera Clientului extrase de Cont aferente decontarii tranzactiilor cu Titluri de valoare conform contractului specific de cont curent.	(10) The Bank shall register in its own records and shall release to the Client Account statements related to the settlement of Securities transactions according to the current account specific agreement;
(11) Banca declara si garanteaza Clientului ca Titlurile de valoare pastrate in Contul de Titluri de valoare si banii aflati in Cont nu sunt si nu vor fi considerate bunurile Bancii, in nicio circumstanta, inclusiv, dar fara a se limita la cazuri de insolventa sau faliment ale Bancii. Banca declara si garanteaza ca Titlurile de valoare evidentiate in Contul Titlurilor de valoare nu sunt si nici nu vor face obiectul nici unui drept, privilegiu, sarcina sau ipoteca, in baza prezentului Contract, in favoarea Bancii sau creditorilor acesteia	(11) The Bank declares and warrants to the Client that the Securities held in the Securities Account and the money held in the Account are not and shall not be deemed, under any circumstances, including, without limitation, the insolvency or bankruptcy of the Bank, to constitute assets of the Bank. The Bank declares and warrants to the Client that the Securities held in the Securities Account are not and shall not be the object of a privilege, duty and mortgage, on the grounds of the present Agreement, in favour of the

CENTRUL INFORMARE/FOR INFO

sau in favoarea oricarui lichidator sau administrator judiciar care ar fi numit in cazul in care Banca ar intra in faliment sau in procedura de reorganizare sau in orice alta procedura similara, cu exceptia oricarei cereri/pretentii de plata in legatura cu custodia sau administrarea Titlurilor de valoare si cu fondurile inaintate/avansate in mod exceptional, in numele Clientului de catre Banca.	Bank or of its creditors or in favour of any liquidator or legal administrator that might be appointed in case the Bank should enter bankruptcy or during the judicial settlement or during any other such procedure except for any payment request/claim in relation to the custody or administration of the Securities and regarding the funds forwarded/paid in advance, in exceptional circumstances, on behalf of the Client by the Bank.
(12) Banca va evidentia separat Titlurile de valoare pastrate in Conturile de Titluri de valoare si sumele aflate in Cont fata de activele altor Clienti si fata de activele Bancii.	(12) The Bank shall keep separate accounts for any Securities held in the Securities Account and any Cash held in the Account with assets of other clients and segregated from its own assets.
(13) Banca nu va utiliza Titlurile de valoare evidentiate in Contul Titlurilor de valoare fara consimtamantul prealabil expres al Clientului si exprimat in scris si doar in conditiile agreate cu Clientul.	(13) The Bank will not use the Securities held in the Securities Account without the prior express consent of the Client, expressed in writing and only under the conditions agreed with the Client.
Fara a aduce atingere prevederilor de mai sus, Clientul acorda Bancii dreptul, fara ca Banca sa aiba si obligatia (i) de retentie si compensare a oricarei sume depozitate in Cont si (ii) de retentie si mandat expres pentru a instraina orice Titlu de valoare al Clientului pentru a achita orice pretentie, cost, datorie scadenta in legatura cu prezentul Contract si neachitata de Client, inclusiv pentru sumele, respectiv Titlurile de valoare necesare a fi achitate de Client in vederea decontarii Instructiunilor catre terte parti prin intermediul Bancii. Prezentul articol suplimenteaza, fara a aduce atingere, dreptul de compensare al Bancii stabilit in CGB.	Notwithstanding the above, the Client herewith grants the Bank the right without having the obligation (i) of retention and set off of any available funds in the Account and (ii) of retention and an express mandate to sell any of the Client's Security in order to pay for any claims, charges or outstanding debts owed by the Client, in connection with the present Agreement and unpaid by the Client, including the amounts and Securities needed to be paid by the Client for the settlement of the Instructions to third parties through the Bank. The present article supplements and does not limit in any way the right of compensation provided under the CGBT.
Clientul autorizeaza Banca, prin prezentul Contract, si Banca va putea, fara a fi obligata la aceasta, sa efectueze tranzactii de cumparare de Titluri de valoare in numele si pe seama Clientului, in situatia in care Clientul, in mod exceptional, la data decontarii, nu are suficiente Titluri de valoare in Contul de Titluri de valoare necesare decontarii unei tranzactii de vanzare efectuata in baza unei Instructiuni anterioare transmise Bancii in conformitate cu procedurile specifice ale sistemului prin intermediul caruia a fost instructata decontarea. Banca va notifica Clientul inainte de achizitionarea Titlurilor de valoare necesare.	The Client hereby authorises the Bank, and the Bank may, without being compelled to, buy Securities in the Client's name and on its behalf, in case the Client doesn't have enough Securities in its Securities Account, as an extraordinary situation, necessary for the settlement of a sale transaction, executed on the grounds of an Instruction previously given to the Bank in accordance with the specific procedures of the system through which the settlement was instructed. The Bank shall notify the Client prior to the acquisition of the necessary Securities.
	The Client expressly consents to the use of the Securities, held by the Client in the Securities Account,

DOAR PENTRU INFORMARE/FOR INFO

Clientul consimte in mod expres la utilizarea Titlurilor de valoare, detinute de acesta in Contul de Titluri de valoare, pentru efectuarea de tranzactii de vânzare speciala/impusa, in conformitate cu reglementarile operatorului sistemului de decontare, si in cazul in care Clientul nu isi indeplineste obligatiile de plata aferente operatiunilor de decontare a tranzactiilor.	for carrying out special / imposed sale transactions, in accordance with the regulations of the operator of the settlement system, and in case the Client does not fulfil his payment obligations related to transaction settlement operations.
(14) Banca va informa Clientul cu privire la orice eveniment corporativ si la drepturile pe care le poate exercita. Informarile se refera la Titlurile de valoare, conform obligatiilor legale ale Bancii. Informarile se pot referi, fara a atrage vreo obligatie sau raspundere in acest sens din partea Bancii, si la alte instrumente financiare care nu se regasesc in Contul Titlurilor de valoare, acestea putand fi comunicate cu caracter discontinuu. Informarile pe care Banca le transmite provin numai din surse oficiale, locale sau internationale si nu angajeaza Banca direct sau indirect. Pentru evenimentele corporative care constau in incasarea unor beneficii sub forma de dobanzi sau alte sume cuvenite aferente Titlurilor de valoare, Clientul acorda Bancii un mandat expres prin semnarea prezentului Contract, de a le incasa in numele sau. Banca va efectua plata beneficiilor aferente instrumentelor financiare platite de emitenti conform valorilor inacasate de la acestia direct, prin depozitarul central sau prin agentul de plata si/sau lantul de custozi. In situatia in care emitentii ofera astfel de facilitati, banca va asigura, pe cat posibil, la solicitarea Clientului colectarea documentelor solicitate de emitenti in vederea aplicarii cotei mai favorabile de impunere a veniturilor din dobanzi sau dividende si trimiterea acestora catre emitenti.	(14) The Bank shall inform the Client regarding any corporate event and the rights the Client may exercise. The reports relate to the Securities, according to the Bank's legal obligations. The communications may also refer, without any obligation or responsibility for the Bank, to other financial instruments that are not evidenced in the Securities Account, and those reports may be communicated discontinuously. The information sent to the Client is obtained only from official local or international sources and do not involve directly or indirectly the Bank, in any way. For the corporate events that consist of receiving certain benefits as interest or other due amounts related to the financial instruments that form the subject matter of the present Agreement, the Client grants to the Bank an express mandate, by signing of the present Agreement, in order to receive the benefits in his name. The Bank shall make the payment of benefits related to financial instruments owed by external issuers according to the amounts paid by issuers through the payment agent and chain of custodians. If issuers offer such facilities, the bank will ensure, as far as possible, the collection of documents requested by issuers in order to apply the more favorable rate of taxation of interest or dividend income and their sending to issuers.
(15) In situatia in care pentru inregistrarea unui eveniment corporativ sau exercitarea unui drept aferent Titlurilor de valoare este necesar un mandat expres si/sau o Instructiune a Clientului, Banca va inregistra respectivele evenimente corporative/exercita respectivele drepturi doar in baza Instructiunii/mandatului conform al Clientului. Daca nu se agreeaza expres altfel, prezentul paragraf nu se aplica Titlurilor de valoare emise de societati de tip inchis.	(15) In case an express mandate and/or an Instruction of the Client is necessary for the registration of a corporate action or for the exercising of a certain right related to the Securities, the Bank shall register the respective corporate actions solely on the grounds of the Client's express mandate/Instruction. If not explicitly agreed otherwise the present paragraph is not applicable for the Securities issued by non-listed issuers.

PENTRU INFORMARE FOR INFO

4.2 Limitarea raspunderii Bancii	**4.2 The Bank's disclaimers**
(1) Banca nu va fi tinuta responsabila pentru nicio pierdere, raspundere sau cost suferite sau suportate de catre Client ca urmare a faptului ca Banca a furnizat Serviciul Clientului conform Legislatiei aplicabile, cu exceptia cazului in care pierderea, raspunderea sau costul sunt cauzate de culpa grava, rea credinta sau frauda comise de Banca in timp ce actiona conform Instructiunilor corespunzatoare ale Clientului.	(1) The Bank shall not be held liable for any loss, liability or cost suffered or incurred by the Client as a result of the Bank providing the Service to the Client in accordance with the Applicable Legislation, unless the loss, liability or cost is caused by gross fault, bad faith or fraud committed by the Bank while acting in accordance with the appropriate Instructions of the Client.
(2) Pentru evitarea oricarui dubiu, Banca raspunde exclusiv pentru prejudiciul direct, si nu va acoperi prejudiciul indirect, incidental, potential, sau pierderea oricarei oportunitati de afaceri.	(2) For the avoidance of doubt, the Bank shall be liable exclusively for direct damage, and shall not cover indirect, incidental, potential damage or loss of any business opportunity.
(3) Banca nu va fi tinuta responsabila pentru nicio pierdere sau paguba suferita de catre Client, ca urmare a transmiterii de catre Client a unor informatii eronate sau incomplete, ca urmare a transmiterii cu intarziere a informatiilor catre Banca ori a netransmiterii informatiilor catre Banca, potrivit obligatiilor asumate prin Contract.	(3) The Bank shall not be held liable for any loss or damage suffered by the Client as a result of the Client's transmission of erroneous or incomplete information, as a result of late transmission of information to the Bank or failure to transmit information to the Bank, or according to the obligations assumed by the Contract.
(4) Banca nu va fi tinuta responsabila pentru nicio pierdere, raspundere sau cost pe care le poate suferi sau suporta Clientul ca urmare a neglijentei, nerespectarii intentionate sau fraudei comise de orice tert (inclusiv orice alt prestator, agent, orice alta entitate a pietei de tranzactionare a titlurilor de valoare, depozitar) pe care Banca l-a desemnat si care poate actiona in numele Bancii, in legatura cu prezentul Contract, fara a respecta insa instructiunile acestuia. In aceste situatii, Banca va raspunde numai pentru lipsa de diligenta dovedita in selectarea, desemnarea si verificarile periodice ale activitatii tertului respectiv, precum si cat priveste instructiunile date acestuia, daca este cazul.	(4) The Bank shall not be held liable for any loss, liability or cost that the Client may suffer or incur as a result of negligence, intentional non-compliance or fraud committed by any third party (including any other provider, agent, any other entity of the securities trading market, depositary) that the Bank has appointed and which may act on behalf of the Bank, in connection with this Agreement, without complying with his instructions. In these situations, the Bank shall be liable only for the lack of proven diligence in selecting, appointing and periodically verifying the activity of the respective third party, as well as for the instructions given to it, if any.
(5) Banca va fi integral despagubita de catre Client pentru orice pierdere, obligatie, pretentie, cheltuiala, impozit sau orice alta taxa legala provenind in mod direct sau indirect din (i) prestarea de catre Banca a Serviciului conform Legislatiei aplicabile precum si a dispozitiilor Contractului sau (ii) din indeplinirea de catre Banca a oricarei Instructiuni conform Legislatiei aplicabile, precum si a dispozitiilor Contractului sau (iii) prestarea de catre Banca a	(5) The Bank shall be fully indemnified by the Client for any loss, obligation, claim, expense, tax or any other legal charge arising directly or indirectly from (i) the provision by the Bank of the Service under the applicable legislation as well as the provisions of the Agreement or (ii) from the fulfilment by the Bank of any Instruction according to the Applicable Legislation, as well as the provisions of the Agreement or (iii) provision by the Bank of Services based on information, statements, notifications, orders or Instructions sent by the Client.

PENTRU INFORMARE/FOR INFO

Serviciilor pe baza informatiilor, declaratiilor, notificarilor, ordinelor sau Instructiunilor transmise de catre Client.	(6) Any compensation expressly granted to the Bank, deriving from the Contract, shall be added to, without prejudice or diminution, any other compensation to which the Bank is legally entitled.
(6) Orice despagubire acordata in mod expres Bancii, derivand din Contract, va fi adaugata la, fara a prejudicia sau diminua, orice alta despagubire la care Banca este indreptatita in mod legal.	(7) The Bank shall under no circumstances be responsible for the loss or expenses incurred by the Client due to any delay or change in market conditions. If the Client fails to comply with any time, format, delivery or other requirement as set forth in the Instructions and this Agreement, the Bank shall have no responsibility to make such settlement on a delivery-versus-payment basis, although the Bank shall attempt to do so on the basis of principles.
(7) Banca nu va fi sub nici o forma responsabila pentru pierderea sau cheltuielile pe care Clientul le suporta din cauza oricarei intarzieri sau schimbari in conditiile de piata. Daca Clientul nu reuseste sa respecte orice cerinta de timp, format, inmanare sau altele, asa cum sunt stabilite in Instructiuni si in prezentul Contract, Banca nu va avea nicio responsabilitate de a realiza respectiva decontare pe baza de livrare contra plata, desi Banca va incerca sa procedeze astfel pe baza principiului depunerii tuturor diligentelor.	(8) The Bank is not responsible for verifying if the Client's Instructions are according to the legal demands or with the terms set regarding the respective Securities, nor to inform the Client with regard to the modifications of the legislation in force or of the set terms concerning the respective Securities.
(8) Banca nu este tinuta responsabila sa verifice daca Instructiunile Clientului sunt in conformitate cu cerintele legale sau cu termenii stabiliti privind Titlurile de valoare relevante si nici sa informeze Clientul cu privire la modificarile legislatiei in vigoare sau ale conditiilor stabilite privind Titlurile de valoare relevante.	(9) Both the Bank and the MF agent shall not be held responsible for the eventual claims drawn up by third parties following the Client's Instructions regarding the owned Securities. The Bank shall not represent the Client in court, nor shall be compelled to intervene in any claim or action in a court of law related to the Securities.
(9) Atat Banca, cat si agentul desemnat de MF nu vor fi tinute raspunzatoare pentru eventuale pretentii formulate de terte parti ca urmare a Instructiunilor Clientului referitoare la Titlurile de valoare detinute. Banca nu reprezinta Clientul in instanta si nici nu este obligata sa intervina in orice cerere sau actiune in instanta avand drept obiect Titlurile de valoare.	(10) The Bank accepts no liability for the rights and obligations of the Client as the owner of Securities, nor is it liable for the financial outcome of the Securities transactions performed by the Client.
(10) Banca nu accepta nicio responsabilitate pentru drepturile si obligatiile Clientului ca si proprietar al Titlurilor de valoare si nici nu este responsabila pentru rezultatele financiare ale tranzactiilor cu Titluri de valoare realizate de Client.	(11) The Bank is not obliged to clarify or confirm the financial situation or legal status of the issuer or guarantor of the Securities named in the Client's Instruction or the validity of the named Securities and accepts no liability for the validity of the named Securities.
(11) Banca nu este obligata sa clarifice sau sa confirme situatia financiara sau statutul legal al emitentului sau al garantului Titlurilor de valoarea numit in Instructiunea Clientului sau valabilitatea Titlurilor de valoare si nu accepta nicio	

PENTRU INFORMARE/FOR INFO

responsabilitate privind validitatea Titlurilor de valoare. (12) Banca nu face nicio declaratie si nu acorda nicio garantie cu privire la acuratetea caracterului complet si corect al informatiilor privind evenimentele corporative. Banca nu este tinuta raspunzatoare pentru informatiile respective. Banca nu este responsabila pentru creditarea sumelor aferente evenimentelor corporative in contul Clientului decat in masura in care Banca le-a primit la randul sau. (13) Banca nu va fi responsabila pentru incetarea operatiunilor si pierderilor financiare suferite de Client, daca acestea sunt cauzate de evenimente aflate in afara controlului Bancii, inclusiv, dar fara a se limita la razboi, insurectie, revolutie, conflict civil sau militar, pandemie, epidemie, sabotaj, modificari in legislatie, reglementari si ordine emise de organisme guvernamentale, greva, greva patronala sau orice problema legata de forta de munca, blocada, intreruperi mecanice, caderea computerelor sau a sistemului informatic, caderea echipamentelor, caderea sau proasta functionare a sistemelor de comunicatie media, perturbari in functionarea serviciilor postale, comunicatii electrice sau furnizarea de electricitate care nu sunt sub controlul Bancii, care impiedica executarea operatiunilor/ tranzactiilor/Instructiunilor si care nu au rezultat direct din neindeplinirea obligatiilor sale de catre Banca. (14) Banca va putea lua sau omite sa intreprinda o actiune in cazul in care Banca considera ca acest lucru este necesar in vederea conformarii cu Legislatia aplicabila. (15) Legislatia aplicabila si orice actiune sau omisiune realizata de Banca in vederea conformarii cu Legislatia aplicabila sunt opozabile Clientului. Niciunul dintre Banca, afiliatii, agentii, conducatorii sau angajatii sai nu va fi raspunzator pentru orice fel de pierderi suferite de Client din neexecutarea, executarea partiala sau intarzieri in executarea obligatiilor in baza Contractului (sau tranzactiilor incheiate in baza acestuia) in cazul in care acestea rezuta din actiuni luate de Banca cu scopul de a se conforma cu Legislatia aplicabila.	(12) The Bank doesn't make any declaration and doesn't give any guarantee in relation to the accuracy, completeness, and correctness of the information regarding corporate events. The Bank shall not be held responsible in any way regarding the respective information. The Bank is responsible for the payment of the benefits related to the corporate events on the condition the Bank receives them itself. (13) The Bank shall not be liable for cessation of operations and financial losses arising to the Client, if this is caused by events beyond the Bank's reasonable control, including, without limitation, war, insurrection, riot, civil or military conflict, pandemic, epidemic, sabotage, changes in the legislation, regulations and orders passed by the government bodies, strike, lockout or other problems relative to labour, blockade, mechanical breakdown, computer or systems failure, failure of equipment, failure or malfunction of communications media, disturbance in the postal service, electric communications or supply of electricity that are beyond the Bank's control, which prevent the execution of operations/transactions/Instructions and which have not arisen directly from the non-performance of its obligations by the Bank. (14) The Bank may take or omit to take any action if the Bank considers this necessary in order to comply with the Applicable legislation. (15) The Applicable legislation and any action or omission performed by the Bank in order to comply with the applicable legislation are enforceable against the Client. None of the Bank, its affiliates, agents, directors or employees shall be liable for any losses suffered by the Client from the non-execution, partial execution or delays in the execution of obligations under the Agreement (or transactions concluded under it) if they result from actions taken by the Bank in order to comply with the Applicable Legislation. (16) The Bank shall not have the obligation to initiate legal proceedings or to sue the issuer of the Securities, in case of non-fulfilment of any obligations thereof. The Bank is not obliged to intervene in any application or court action regarding Securities.

PENTRU INFORMARE FOR INFO

(16) Banca nu va avea obligatia de a incepe proceduri legale sau de a actiona in instanta emitentul Titlurilor de valoare, in cazul neindeplinirii oricaror obligatii ale acestora. Banca nu este obligata sa intervina in orice cerere sau actiune in instanta avand drept obiect Titlurile de valoare.

Art. 5. Obligatiile, declaratiile si garantiile Clientului

5.1. Obligatiile Clientului

(1) Clientul se obliga sa puna la dispozitie in intregime si la timp Bancii, in Conturi/Conturile Tilurilor de valoare, sumele/Titlurile de valoare necesare executarii tranzactiilor, efectuarii operatiunilor si/sau decontarii fiecarei tranzactii cu Titluri de valoare instructata de Client si platii comisioanelor si tarifelor aferente, la data transmiterii Instructiunii de catre Client sau in ziua depunerii de catre Banca a ofertei de subscriptie publica, respectiv a ofertei de cumparare la licitatie, dupa cum este cazul.

(2) Clientul se obliga sa plateasca Bancii toate comisioanele si tarifele practicate de aceasta conform prevederilor prezentului Contract in legatura cu fiecare operatiune si cu administrarea Contului Titlurilor de valoare.

(3) Respectarea obligatiilor de plata asumate de Client fata de Banca, reprezinta o conditie esentiala pentru incheierea si derularea Contractului, neplata la scadenta a sumelor datorate atragand decaderea din beneficiul oricaror termene stipulate in favoarea sa, Clientul aflandu-se de drept in intarziere fara a fi necesara indeplinirea unei alte formalitati in acest sens. Clientul autorizeaza Banca sa indisponibilizeze sumele necesare efectuarii operatiunilor in orice cont al Clientului (curent sau de depozit) deschis la Banca si sa debiteze automat orice cont al sau cu sumele mentionate la alin. (1) si (2). In cazul in care, in vederea decontarii unei tranzactii instructata de Client, Banca este nevoita sa recurga la masurile de management al riscului in relatia cu depozitarul central, Clientul va datora Bancii despagubiri reprezentand orice comisioane, taxe, penalizari suportate de Banca aferente aplicarii masurilor

Article 5. Obligations, representations and warranties of the Client

5.1. The Client's obligations

(1) The Client undertakes to make available, fully and on time, in the Accounts/Securities Accounts, to the Bank, the necessary amounts/Securities for the execution of the transactions, operations and settlement of each Securities transaction instructed by the Client and for the payment of the related fees and commissions, on the date of the transmission of the Instruction by the Client or on the day the Bank files the offer within a public subscription, of the buying offer of the Bank within the auction, as the case may be.

(2) The Client takes on the responsibility of paying all the fees and commissions applicable based on the provisions in the present Agreement in relation to each operation and to the administration of the Securities Account.

(3) The observance of the payment obligations undertaken by the Client towards the Bank, is a prerequisite for the execution and performance of the present Agreement, failure to pay amounts due at maturity of attracting forfeiture of benefit of any terms stipulated in his favour. The Client shall be in default by operation of law without having to meet any other formalities in this respect. The Client authorizes the Bank to block the amounts necessary for performing the operations on the Client's account (current or deposit account) opened with the Bank and to automatically debit any account with the amounts specified in paragraph (1) and (2). In case that, in order to settle a transaction instructed by the Client, the Bank needs to resort to the risk management measures provided by the central depository the Client shall owe to the Bank compensation representing any commissions, fees, penalties bored by the latter, relating to the application of the aforementioned measures, including and without limiting to, commissions relating to transactions corrections if the case.

PENTRU INFORMARE/FOR INFO

respective, inclusiv si fara a se limita la comisioanele de corectare a tranzactiilor, daca este cazul. (4) Clientul are obligatia de a verifica toate confirmarile, extrasele sau orice alte comunicari primite de la Banca in baza prezentului Contract si de a comunica Bancii orice neconcordanta in cel mult 48 de ore de la primirea acestora. Dupa expirarea acestui termen, datele se considera insusite de catre Client. (5) Clientul este obligat sa furnizeze Bancii orice informatie si orice document care ar putea fi cerut pentru (i) indeplinirea obligatiilor asumate de Parti in baza prezentului Contract, (ii) pentru a fi comunicate catre orice autoritate sau organism guvernamental in conformitate cu Legislatia aplicabila. (6) Clientul este responsabil pentru orice paguba sau alte consecinte, daca Instructiunile date Bancii de Client nu sunt in conformitate cu Legislatia aplicabila sau cu cerintele Bancii pentru Instructiuni. (7) Clientul isi asuma intreaga responsabilitate pentru plata taxelor si a altor obligatii fiscale legate de operatiunile cu Titluri de valoare, stabilite de lege in sarcina sa. In situatiile prevazute de legislatia aplicabila, Banca va calcula si retine la sursa impozitul pe venit datorat de investitor din castigul de capital. Impozitul retinut la sursa va fi declarat si platit de Banca catre bugetul de stat pana pe 25 ale lunii urmatoare celei in care a fost retinut, orice alte obligatii de natura fiscala fiind in sarcina exclusiva a Clientului. (8) Pe durata prezentului Contract, Clientul va deschide si mentine in evidentele Bancii un Cont/Conturi in vederea efectuarii platilor si incasarilor aferente operatiunilor cu Titluri de valoare si achitarii tarifelor si comisioanelor aferente Serviciilor. (9) Clientul se obliga, inainte de derularea Contractului, sa completeze orice formulare si sa parcurga testele necesare pentru derularea prezentului Contract conform Legislatiei aplicabile si procedurilor Bancii, inclusiv sa faca toate demersurile pentru inregistrarea Reprezentantilor	(4) The Client has the obligation to verify all confirmations, account statements and any other communications received from the Bank based on the present Agreement and to inform the Bank of any discrepancy in latest 48 hours their receipt. Once this deadline expires, the data is considered to have been received and acknowledged by the Client. (5) The Client is required to provide to the Bank any information and any documents which may be required by the Bank (i) for the fulfilling of the obligations assumed by the Parties on the grounds of the present Agreement (ii) in order to be presented to any authority or governmental body according to the Applicable Legislation. (6) The Client is liable for any possible damages or other consequences, if the Instructions given to the Bank by the Client are not in accordance with the Applicable Legislation or with the Banks requests regarding the Instructions. (7) The Client shall have the full liability for the payment of taxes and other fiscal obligations due by the Client with regard to the Securities transactions established by the law in his/her/its charge. In the situations provided by the applicable legislation, the Bank will calculate and retain at source the income tax owed by the investor from the capital gain. The income tax retained at source will be declared and paid by the Bank to the state budget by the 25th of the month following the one in which the tax was retained, any other obligations of a fiscal nature being the sole responsibility of the Client. (8) During the present Agreement, the Client shall open and maintain in the Bank's records an Account/Accounts in order to process the payments and cashing related to the operations with Securities and the payments of Services fees and commissions. Client's Accounts are separated from the Bank's and other clients' accounts. (9) The Client undertakes, before the performance of the Agreement, to fill-in any forms and runs the necessary tests for the fulfilment of the present Agreement according to the Applicable Legislation and the Bank's procedures, including to take all the necessary measures for the registration of the

PENTRU INFORMARE/FOR INFO

Autorizati in evidentele Bancii. In masura in care aceste formulare au fost completate anterior de Client/Reprezentant Autorizat cu alte ocazii, in legatura cu alte contracte incheiate cu Banca si in masura in care informatiile declarate in acestea nu necesita modificari, Clientul/Reprezentantul Autorizat este de acord ca aceste formulare sa fie utilizate de Banca si pentru incheierea acestui Contract, completandu-l corespunzator.	Authorised Representatives within the Bank's registers. In case that these forms have previously been filled in by the Client/Authorised Representative on other occasions in connection with other agreements concluded with the Bank and if the disclosed information requires no changes, the Client/Authorised Representative agrees that these forms shall be used by the Bank for the fulfilment of the present Agreement, completing it accordingly.
(10) In cazul inchiderii Conturilor, Clientul se obliga sa notifice Banca conform prevederilor art. 10 Notificari al prezentului Contract.	(10) The Clients shall notify the Bank according to the provisions of Article 10 „Notifications" of the present Agreement in case of closing the Accounts.
(11) Clientul accepta in mod expres si isi asuma riscul schimbarii imprejurarilor executarii Contractului, avand in vedere specificul obiectului Contractului, incluzand fara a se limita la riscul fluctuatiilor pietei cu privire la pretul Titlurilor de valoare etc.	(11) The Client expressly accepts and assumes the risk of changing circumstances of the Agreement, taking into account the specifics of the Agreement, including without limitation, the risk of market fluctuations on Securities prices etc.
5.2. Declaratiile si garantiile Clientului	**5.2. Representations and warranties of the Client**
(1) Clientul este de acord ca Banca sa poata refuza executarea oricarei Instructiuni cu privire la tranzactii sau operatiuni cu Titluri de valoare ale Clientului, in cazul in care se inregistreaza plati restante in legatura cu prezentul Contract, cu conditia informarii Clientului de catre Banca cu privire la motivul refuzului executarii Instructiunii, comunicat conform art. 10 „Notificari".	(1) The Client agrees that the Bank may refuse to execute any Instruction to perform any transaction or operation regarding the Securities, in case there are overdue payments related to the present Agreement, provided that the Bank informs the Client according to Article 10 „Notifications", with respect to the reason for refusal to execute the Instruction.
(2) Clientul declara si garanteaza ca Titlurile de valoare depozitate la Banca sunt libere de orice sarcini, ipoteci si se afla in proprietatea sa, fiind inscris ca atare in registrele de publicitate, daca este cazul. Clientul va putea constitui o garantie asupra Titlurilor de valoare in favoarea Bancii sau a unor terti numai cu acordul Bancii si cu respectarea conditiilor de fond si forma solicitate de Banca, dupa caz.	(2) The Client declares and warrants that the Securities delivered to the Bank are free of encumbrance, lien or security interest and are in its ownership, being registered as such in the records of advertising, if necessary. The Client shall be able to constitute any security over the Securities in favour of the Bank or in favour of third parties only upon the Bank's consent with the observance of the conditions and forms requested by the Bank, as the case may be.
(3) Clientul intelege faptul ca Titlurile de valoare sunt emise in forma dematerializata si nu pot fi obtinute in forma fizica.	(3) The Client understands the fact that the Securities are issued in a non-material form and cannot be obtained in a physical form.
(4) Clientul intelege si garanteaza ca: a) detine experienta si cunostintele necesare pentru a efectua tranzactii cu Titluri de valoare; b) a luat la cunostinta de riscurile aferente Titlurilor de valoare precum si de faptul ca, in functie de tipul	(4) The Client understands and warrants that: a) has the necessary experience and knowledge to perform transactions with Securities; b) has become aware of the risks associated with the Securities and of the fact that, depending on the type

PENTRU INFORMARE/FOR INFO

Titlurilor de valoare care fac obiectul tranzactiilor exista posibilitatea pierderii intregii sume sau a unei parti din aceasta; d) declara ca Titlurile de valoare in care doreste sa investeasca nu depasesc nivelul riscului pe care doreste sa si-l asume; c) a luat la cunostinta ca, inainte de a lua decizia de investire, trebuie sa verifice daca caracteristicile Titlurilor de valoare(care includ fara a se limita la: riscuri, obiective, termen, activul suport) corespund cu obiectivele sale proprii de investitii ; d) a luat la cunostinta si a verificat ca nivelul riscului si randamentului Titlurilor de valoare corespunde tolerantei sale la risc. **Prin semnarea prezentului Contract, Clientul isi exprima in mod expres consimtamantul cu privire la urmatoarele:** (a) incheierea prezentului Contract si a actelor aditionale la prezentul Contract, sub forma unui contract la distanta, daca este cazul, utilizand mijloace de comunicare la distanta (cum ar fi e-mailul, website-ul, aplicatii sau platforme electronice de tranzactionare sau de comunicare puse la dispozitie de Banca); (b) derularea la distanta a prezentului Contract, prin utilizarea mijloacelor de comunicare la distanta, respectiv prin transmiterea Instructiunilor prin telefon, mijloace de comunicare la distanta, cum ar fi mijloacele electronice inclusiv e-mail sau platforme de comunicare/tranzactionare care sunt sau ar putea fi puse la dispozitie Clientului pe masura implementarii solutiilor tehnice. De asemenea, in cazul contractului la distanta Clientul consimte ca (i) accesarea mijlocului de comunicare la distanta pus la dispozitie de Banca sau (ii) acceptarea termenilor si conditiilor acestuia, daca este cazul, sau (iii) transmiterea unei Instructiuni in baza prezentului Contract, reprezinta acordul sau neechivoc pentru derularea Contractului si pentru utilizarea mijlocului de comunicare respectiv; Clientul poate utiliza orice mijloc de comunicare pus la dispozitie de Banca. (c) in cazul în care Contractul a fost încheiat, la cererea expresa a Clientului, prin utilizarea unor mijloace de comunicare la distanţa care nu permit îndeplinirea procedurii prealabile de informare, Banca îşi va îndeplini obligaţiile ce îi revin imediat dupa încheierea contractului la distanţa.	of Securities subject to transactions, there is a possibility of losing the entire or a part of the invested capital; d) declares that the Securities in which it wishes to invest do not exceed the level of risk he assumes; c) has acknowledged that, before taking the investment decision, it must verify that the characteristics of the Securities (which include but are not limited to: risks, objectives, term, underlying asset) correspond to his own investment objectives; (d) has acknowledged and verified that the level of risk and the yield on the Securities corresponds to his risk tolerance. **By signing this Agreement, the Client expressly expresses his/her/its consent to the following:** (a) the conclusion of this Agreement and additional documents to this Agreement, in the form of a distance contract, if the case, through means of distance communication (such as e-mail, website, applications or electronic trading or communication platforms provided by the Bank); (b) the remote performance of this Agreement, by the use of means of distance communication, respectively by the transmission of Instructions by telephone, and other means of distance communication, such as electronic means including e-mail or communication / trading platforms which are or could be made available to the Client as the technical solutions are implemented. Also, in the case of the distance contract, the Client agrees that (i) access to the means of distance communication provided by the Bank or (ii) acceptance of its terms and conditions, if any, or (iii) transmission of an Instruction based on this Agreement, represents its unequivocal agreement for the performance of the Contract and for the use of the respective means of communication; The Client may use any mean of communication made available by the Bank. (c) if the Agreement was concluded, at the express request of the Client, by using means of distance communication that do not allow the fulfilment of the prior information procedure, the Bank will fulfill its obligations immediately after the conclusion of the distance contract; (d) receiving confirmations, information and documents regarding the performance of the Contract and investments, by electronic means of distance communication, for example by e-mail,

DE UTILIZARE INFORMATIVE

d) primirea confirmărilor, a informarilor si a documentelor privind derularea Contractului si investitiile, prin mijloace electronice de comunicare la distanta, spre exemplu prin e-mail, website, platforma electronica inclusiv online/internet/home/mobile banking; in acest sens Clientul, pune la dispozitia Bancii adresa de e-mail pentru primirea ulterioara a mijloacelor de identificare pentru accesarea platformelor electronice si pentru derularea Contractului; totodata Clientul declara ca aceste mijloace de comunicare sunt adecvate in contextul derularii Contractului. În cazul în care Clientul nu este de acord cu utilizarea mijloacelor electronice de comunicare la distanta, oricand pe parcursul derularii Contractului Clientul va notifica Banca in scris si va putea plasa ordine doar pe suport de hartie in unitatile Bancii, in masura in care Serviciul este oferit prin acest canal clientilor.

(5) In baza Legislatiei aplicabile, Banca este obligata sa puna la dispozitia clientilor informatii complete cu privire la serviciile de investitii si/sau servicii auxiliare, precum si cu privire la instrumente financiare, pe suport durabil, sau pe site. Constituie astfel de informatii detaliate:

(i) documentul de prezentare MIFID II al Raiffeisen Bank S.A., care contine o descriere a a serviciilor si activitatilor de investitii prestate de Banca, o descriere a produselor oferite si a politicilor utilizate de Banca in oferirea de produse si servicii. Documentul este disponibil pe site RBRO: https://www.raiffeisen.ro/ la sectiunea Despre-noi/ Guvernanta Corporativa, https://www.raiffeisen.ro/ro/despre-noi/guvernanta-corporativa/mifid.html;

(ii) Politica de executare a ordinelor Raiffeisen Bank S.A., care este disponibila pe site-ul RBRO: https://www.raiffeisen.ro/ la sectiunea Despre-noi/Guvernanta Corporativa, https://www.raiffeisen.ro/ro/despre-noi/guvernanta-corporativa/mifid.html aplicabila Clientilor care sunt incadrati in categoria Retail si Profesional conform formularelor Bancii completate de Client anterior semnarii prezentului Contract;

(iii) rapoarte si confirmari avand ca obiect serviciile efectuate si tranzactiile cu instrumente

website, electronic platform including online / internet / home / mobile banking; in this regard, the Client provides the Bank with the e-mail address for the subsequent receipt of the identification means for accessing electronic platforms and for the performance of the Agreement; at the same time, the Client declares that these means of communication are appropriate in the context of the performance of the Agreement. If the Client does not agree with the use of electronic means of distance communication, at any time during the performance of the Agreement, the Client shall notify the Bank in writing and may place orders only on paper in the Bank's units, to the extent that the Service is offered through this channel to customers.

(5) Under the Applicable Legislation, the Bank is obliged to make available comprehensive information to its clients related to investment services and/or auxiliary services as well as to the financial instruments, on a durable medium or via website. Such detailed information is:

(i) MIFID II presentation document of Raiffeisen Bank S.A. contains a description of investment services and activities, as well as of financial products offered and policies used by the Bank in offering products and services. The document, is available on RBRO's website https://www.raiffeisen.ro/ under the section Corporate Governance: https://www.raiffeisen.ro/ro/despre-noi/guvernanta-corporativa/mifid.html;

(ii) Clients order execution policy of Raiffeisen Bank S.A. which is available on RBRO website: https://www.raiffeisen.ro/ at section Despre-noi/Guvernanta Corporativa, https://www.raiffeisen.ro/ro/despre-noi/guvernanta-corporativa/mifid.html which is applicable to the Retail and Professional category of clients, according to the forms completed by the Client prior to the signing of the present Agreement;

(iii) reports and confirmations on the services performed and, on the transactions executed in financial instruments during the reporting period, that may be sent separately or within one document, respectively:

- **confirmation of trades execution** – is comprised in the Trading Form/Notification that

PENTRU INFORMARE/FOR INFO

financiare executate in perioada raportarii, care pot fi transmise separat sau intr-un singur document, respectiv:

- **confirmarea executarii tranzactiilor** – este cuprinsa in Formularul de Tranzactionare/Notificare care se transmite Clientului cat mai curand posibil, dupa incheierea tranzactiei, cel mai târziu in prima Zi Lucratoare ce urmeaza executarii ordinului transmis;
- **informatii privind costurile estimative (ex-ante)** sunt publicate pe pagina de internet a Bancii, www.raiffeisen.ro la sectiunea despre-noi/guvernanta-corporativa, https://www.raiffeisen.ro/ro/despre-noi/guvernanta-corporativa/mifid.html si sunt comunicate la semnarea Contractului sau inainte de executarea ordinului, dupa caz;
- **informatiile privind costurile efective (ex-post)** sunt comunicate Clientului o data pe an, acesta cuprinde Informatiile despre toate costurile şi cheltuielile, inclusiv despre costurile si cheltuielile aferente Serviciului si instrumentului financiar, care nu sunt generate de apariţia riscului de pe piaţa activului-suport, si sunt agregate pentru a permite clientului sa inteleaga costul global, precum si efectul cumulativ al randamentului investitiei. La cererea Clientului Banca poate furniza o defalcare detaliata pe componente
- ***orice alte documente si informatii*** relevante in legatura cu Contul Titlurilor de valoare si Titlurile de valoare (Prospect de emisiune si suplimentele la acesta, rezumatul Prospectului, Termeni Finali, Documentul cu informatii esentiale (DIE/KID), daca este cazul) , nu mai tarziu de termenele prevazute Legislatia aplicabila.
- ***confirmarea decontarii tranzactiilor*** – aceasta se transmite Clientului cat mai curand posibil, cel mai târziu in prima Zi Lucratoare ce urmeaza decontarii ordinelor transmise;
- ***raportul privind activele Clientului*** – acesta se transmite cel putin trimestrial, in conformitate cu prevederile contractuale agreate intre Client si Custode si contine urmatoarele informatii:
  - detalii cu privire la instrumentele financiare detinute de Custode in numele si pe contul Clientului la sfarsitul perioadei de raportare;

shall be send to the Client as soon as possible, after the conclusion of the transaction, but the latest in the next Business Day following the day in which the order was executed;

- **information on estimative (ex-ante) costs** are published on the Bank's webpage, www.raiffeisen.ro under the section Corporate Governance, https://www.raiffeisen.ro/ro/despre-noi/guvernanta-corporativa/mifid.html and are communicated at the signing date of the Agreement or before the execution of the order, as the case may be;
- **information on effective (ex- post) costs** are communicated once a year; it contains information on all costs and expenses, including costs and expenses related to the Service and the financial instrument, which are not generated by the occurrence of the risk in the underlying asset market, and are aggregated to allow the client to understand the overall cost as well as the cumulative effect of the return on investment. At the Client's request, the Bank may provide a detailed breakdown by components;
- ***any other documents and relevant information*** with regards to Securities Account and Securities (Prospectus and its supplements, prospectus summary, Final Terms, Key Information Document (DIE/KID), if applicable), but not later than the deadline provided by the Applicable Legislation.***confirmation of trades settlement*** – this form shall be send to the Client as soon as possible, but the latest in the next Business Day following the settlement day;
- ***Client's portfolio report*** – this form shall be sent to the Client at least quarterly, according to the Contract agreed by the parties; this form shall include:
  - details regarding the financial instruments held in the name and on the Client's account at the end of reporting period;
  - any fees due to the Bank for services provided;

PENTRU INFORMARE/FOR INFO

- comisioanele datorate Custodelui pentru serviciile prestate; **(iv) Document de informare precontractuala, in cazul contractului la distanta;** **(v) Termenii si conditiile contractului, in cazul contractului la distanta.** Clientul: (a) este de acord sa primeasca informatiile prevazute la punctele (i) – (v) mai sus, fara costuri suplimentare, pe un suport durabil, altul decat hartia, de exemplu, prin intermediul e-mail-ului indicat in relatia cu Banca ca document atasat sau ca link catre un site, sau pe site -ul Bancii www.raiffeisen.ro la sectiunea Despre-noi/Guvernanta Corporativa, https://www.raiffeisen.ro/ro/despre-noi/guvernanta-corporativa/mifid.html . Avand in vedere celeritatea activitatii de tranzactionare, Clientul ia la cunostinta ca transmiterea informatiilor pe suport de hartie nu corespunde cerintelor de rapiditate legate de pietele de capital. Clientul va putea solicita comunicarea pe suport de hartie, printr-o notificare scrisa transmisa cu confirmare de primire adresata Bancii; Banca va putea percepe un cost suplimentar pentru fiecare astfel de comunicare; (b) confirma ca i-au fost puse la dispozitie, gratuit, pe un suport durabil, altul decat hartia, fara costuri suplimentare, cu suficient timp inainte de incheierea prezentului Contract, a primit, a citit si a inteles urmatoarele documente: (i) Documentul de informare cu privire la costurile estimative; (ii) Documentul de prezentare MiFID II al Raiffeisen Bank S.A.; (iii) Politica de executare a ordinelor a Raiffeisen Bank S.A; (iv) Termenii si conditiile contractului de intermediere si custodie titluri de valoare, in cazul contractului la distanta; (v) Document de informare precontractuala, in cazul contractului la distanta (vi) Documente si informatii relevante in legatura cu Titlurile de valoare. Inaintea plasarii fiecarui Ordin de tranzactionare, Clientul va lua la cunostinta de informatiile puse la dispozitie de catre Banca, mentionate anterior la punctele (i)-(vi), astfel cum acestea sunt modificate de catre Banca din timp in timp, potrivit prevederilor cuprinse in acestea si isi va reinnoi prezenta declaratie.	(iv) Pre-contractual information document, in case of distance contract; (v) Terms and conditions of the contract, in case of distance contract. The Client: (a) agrees to receive the information mentioned at points (i) to (v) above, free of charge, on durable medium other than paper, e.g.by e-mail indicated in the relationship with the Bank including as attached document or as a link to a website, or on Bank's website, www.raiffeisen.ro, under the section Corporate Governance, https://www.raiffeisen.ro/ro/despre-noi/guvernanta-corporativa/mifid.html . Taking into account the celerity of the trading activity, the Client understands that the transmittion of information on paper does not correspond to the rapidity of the capital markets. The Client is allowed to request the communication on paper, through a writtent notification sent by registered mail to the Bank and the Bank shall be able to request a supplimentary cost for each such communication; (b) confirms that the following documents have been made available for him, free of charge, on a durable medium other than paper, at no additional cost, sufficiently in advance of the conclusion of this Agreement, he has received, read and understood them: (i) Information document on estimated costs; (ii) MiFID II presentation document of Raiffeisen Bank S.A.; (iii) Raiffeisen Bank S.A.'s order execution policy; , in the case of distance contracts; (v) Pre-contractual information document, in case of distance contract (vi) Documents and information relevant to the Securities. Before placing each trading Order, the Client shall take note of the information provided by the Bank, mentioned above in points (i)-(vi), as amended by the Bank from time to time, according to the provisions contained therein and shall renew this statement. (c) declares that it expressly consented to their effectiveness in relation to the Bank and has communicated the documents described above to each of its Authorised Representatives, who shall give Instructions to the Bank in the Client's name and on its behalf and also declares that the Client has been

PENTRU INFORMARE/FOR INFO

(c) declara ca a consimtit in mod expres la aplicarea acestor documente in relatia cu Banca si ca a transmis documentele mentionate mai sus fiecarui Reprezentant Autorizat, care va transmite Instructiuni Bancii in numele si pentru Client si totodata declara ca a luat la cunostinta ca informatii suplimentare sunt disponibile la cerere (ex. informatii detaliate despre costurile estimative (ex-ante)); (d) a luat la cunostinta si este informat despre inregistrarea tuturor comunicarilor realizate prin mijloace de comunicare la distanta/electronice cu Banca; (e) Clientul a luat la cunostinta cu privire la faptul ca (i) Banca este participant la Fondul de compensare a investitorilor iar Tilturile de valoare sunt compensabile in limitele, in conditiile si cu exceptiile prevazute de Legislatia Aplicabila si descrise in documentul de prezentare MiFID; (ii) sumele disponibile in conturi bancare, reglementate prin contractele specifice, sunt garantate de Fondul de Garantare a Depozitelor Bancare, in limitele, in conditiile si cu exceptiile prevazute de lege si comunicate clientului; (f) a luat la cunostinta ca pe intreaga perioada de derulare a Contractului poate solicita in mod gratuit, in unitatile Bancii, comunicarea pe suport hartie a (i) Contractului si (ii) a tuturor documentelor si informatiilor a caror comunicare este ceruta de lege, transmise de catre Banca in Format Electronic sau in orice alt mod; (g) a luat la cunostinta ca Banca va putea transmite Reprezentantului Autorizat al Clientului orice informatii privind deruluarea contractului; (h) a luat la cunostinta ca poate folosi oricare din mijloacele de comunicare pe care Banca i le pune la dispozitie, prin incheierea contractelor specifice daca este cazul, sau care vor fi puse la dispozitie pe masura ce dezvoltarile tehnice o permit. Pentru mijloacele de comunicare reglementate de contracte specifice renuntarea de catre Client la mijlocul de comunicare respectiv se poate realiza prin denuntarea contractului specific conform prevederilor sale. (i) Prin furnizarea Bancii a adresei sale de e-mail, Clientul permite Bancii să il contacteze prin adresa sa de e-mail, iar Banca este autorizat să trimită informații și documente referitoare la relațiile sale de afaceri prin e-mail. Clientul este de asemenea de	informed that additional information is available upon request (e.g. detailed information on estimative (ex-ante) costs).; (d) has become aware of and is informed about the recording of all communications made by means of distance/electronic communication with the Bank; (e) The Client acknowledges that (i) the Bank is a participant in the Investor Compensation Fund and the Securities are compensable within the limits, under the conditions and exceptions provided by the Applicable Legislation and described in the MiFID presentation document; (ii) the amounts available in bank accounts, regulated by specific contracts, are guaranteed by the Bank Deposit Guarantee Fund, within the limits, under the conditions and exceptions provided by law and communicated to the client; (f) has acknowledged that during the entire period of the Agreement it may request, free of charge, in the Bank's units, the paper communication of (i) the Contract and (ii) of all documents and information whose communication is required by law, transmitted by the Bank in electronic format or in any other way; (g) has acknowledged that the Bank shall be able to transmit to the Client's Authorized Representative any information regarding the performance of the contract; (h) is aware that he may use any of the means of communication which the Bank makes available to him, by concluding specific contracts where appropriate, or which will be made available as technical developments permit. For the means of communication regulated by specific contracts, the renunciation by the Client of the respective means of communication can be achieved by terminating the specific contract according to its provisions: (i) By providing the Bank with its e-mail address, the Client allows the Bank to contact him at his e-mail address, and the Bank is authorized to send information and documents relating to his business relations by e-mail. The Client also agrees that the Bank and his Authorized Representative communicate by e-mail. The Client acknowledges that the integrity, authenticity and confidentiality of the data exchanged by e-mail cannot be guaranteed and exonerates the Bank from any liability for any direct or indirect negative consequences that may arise from their use. (j) expressly consents to the postponement of receipt of information and documents, namely:

PENTRU INFORMARE FOR INFO

acord ca Banca și Reprezentantul Autorizat al acestuia să comunice prin e-mail. Clientul recunoaște că integritatea, autenticitatea și confidențialitatea datelor schimbate prin e-mail nu pot fi garantate și exonerează Banca de orice răspundere pentru orice consecințe negative directe sau indirecte care pot apărea din utilizarea acestora. (j) isi exprima expres consimtamantul cu privire la amanarea primirii unor informatii si documente respectiv: (i) primirea Termenilor si conditiilor contractului de intermediere si custodie titluri de valoare, a Documentului de informare precontractuala precum si a oricaror informatii despre Serviciu, dupa incheierea Contractului prin utilizarea unor mijloace de comunicare la distanta, in conditiile prevazute de lege; (ii) primirea costurilor si cheltuielilor aferente produsului si Serviciului in cazul in care ordinul este transmis prin intermediul unor mijloace de comunicare la distanta, in conditiile prevazute de lege, Clientul avand urmatoarele optiuni: (a) amanarea incheierii Tranzactiei pana la primirea informatiilor privind costurile si cheltuielile, (b) solicitarea primirii costurilor si cheltuielilor prin telefon inainte de incheierea Tranzactiei (c) solicitarea primirii informatiilor privind costurile si cheltuielile dupa incheierea Tranzactiei; (iii) primirea Documentului cu informatii esentiale (DIE/KID), dupa transmiterea ordinului, in conditiile legii, luand la cunostinta prin prezentul Contract de optiunea de a amana tranzactia pentru a primi, a citi si a lua la cunostinta de cuprinsul DIE/KID-ului inainte de transmiterea ordinului. (6) Clientul ia la cunostinta si intelege ca toate costurile estimative (ex-ante) prezentate in Anexa 1 - Tarife si comisioane sau separat, precum si exemplele puse la dispozitie pe site-ul Bancii https://www.raiffeisen.ro/ la sectiunea Despre-noi/ Guvernanta Corporativa, https://www.raiffeisen.ro/ro/despre-noi/guvernanta-corporativa/mifid.html reprezinta o estimare efectuata utilizand ipoteze rezonabile, sunt bazate pe costuri standard pentru produs si pentru categoria Clientului si reprezinta un nivel maxim de costuri pentru tranzactia sau serviciul respectiv. Pot aparea diferente intre	(i) receiving the Terms and Conditions of the Securities Intermediation and Custody Agreement, the Pre-contractual Information Document as well as any information about the Service, after concluding the Agreement by using means of distance communication, under the conditions provided by law; (ii) receiving costs and expenses related to the product and Service if the order is transmitted by means of distance communication, under the conditions provided by law, the Client having the following options: (a) postponing the conclusion of the Transaction until the receipt of information on costs and expenses, (b) requiring receipt of costs and expenses by telephone prior to the conclusion of the Transaction; (c) requesting receipt of information on costs and charges after the conclusion of the Transaction; (iii) receiving the Key Information Document (DIE / KID), after transmitting the order, according to the law, acknowledging through this Agreement the option to postpone the transaction in order to receive, read and acknowledge of the contents of the DIE / KID before transmitting the order. (6) The Client acknowledges and understands that estimative (ex-ante) costs, presented in Appendix 1 - Fees and commissions or separately, as well as the illustrations made available on the Bank's site www.raiffeisen.ro la sectiunea Despre-noi/ Guvernanta Corporativa, https://www.raiffeisen.ro/ro/despre-noi/guvernanta-corporativa/mifid.html, represent an estimation made using reasonable hypotheses, are based on the standard costs for the product and Client category and they represent a maximum level of costs for the respective transaction or service. Differences might appear between the estimvative (ex-ante) cost presentation and effective (ex-post) due to more favourable costs agreed in the Agreements concluded with RBRO, and due to effective costs incurred with the transaction/service.

PENTRU INFORMARE FOR INFO

prezentarea costurilor estimative (ex-ante) si efective (ex-post) din cauza costurilor mai favorabile din contractele incheiate cu RBRO si din cauza costurilor efective aferente fiecarei tranzactii/serviciu.	(7) By signing this Contract, the Client acknowledged that during the entire period of the Contract he may request the communication of the terms and conditions of the Contract on paper. The Client is also entitled to use any means of communication provided by the Bank under the Contract.
(7) Prin semnarea prezentului Contract, Clientul a luat la cunostinta ca pe intreaga perioada de derulare a Contractului poate solicita comunicarea termenilor si conditiilor Contractului pe suport de hartie. Clientul este, de asemenea, îndreptaţit sa utilizeze orice mod de comunicare pus la dispozitie de Banca conform Contractului.	(8) The Client declares that he/she/it did not empower a company or a third-party private individual, to take trading decision on his/her/its behalf ("**Decision Maker**").
(8) Clientul declara ca nu a numit o companie terta sau o persoana fizica, sa ia deciziile de investitii in numele sau **("Factor de Decizie")**.	The Client may authorise a third party, company or private individual, to take trade decisions in his/her/its name, provided that the Decission Maker is registered as Authorised representative. The Client has to collect and report/transmit for reporting to the Bank, the details of the Decision Maker. Excepting the case when the Bank has received the corresponding form completed and signed accordingly, the Bank shall consider that the Client has not named any Decision Maker. The Investment Decision Maker Form forms an integral part of the present Agreement.
Clientul poate sa autorizeze o terta parte, companie sau persoana fizica, sa ia deciziile de investitii in numele sau, doar daca acesta este inregistrat Reprezentant Autorizat. Clientul trebuie sa colecteze si sa raporteze/transmita spre raportare Bancii, detaliile Factorului de Decizie. Cu exceptia cazului in care Banca primeste formularul corespunzator completat si semnat , aceasta va considera ca nu exista un Factor de Decizie numit de Client. Formularul privind Factorul de Decizie face parte integranta din prezentul Contract.	(9) The Client expressly agrees with the Bank's right to execute the Instructions regarding Securities traded on different trading venues, as well as outside the trading venues, except for different and specific Instructions.
(9) Clientul isi da in mod expres acordul cu privire la dreptul Bancii de a executa Instructiunile pentru Titluri de valoare tranzactionate in diferite locuri de tranzactionare, precum si in afara locurilor de tranzactionare , cu exceptia cazului in care Clientul transmite Instructiuni specifice.	(10) The Client private individual agrees to communicate any alteration of the identification data that may lead to the change of the MIFID National Identifier as may be the citizenship declared in the enrolment forms with the Bank.
(10) Clientul persoana fizica are obligatia sa comunice Bancii orice modificare privind Identificatorului National MiFID, cum ar fi numele, cetatenia, seria si numarul pasaportului etc., comunicate Bancii.	(11) The Client will not act as an agent for third parties unless such agency is disclosed to and accepted by the Bank in advance, according to Article 10 „Notifications".
(11) In derularea prezentului Contract, Clientul va actiona in nume propriu si nu ca mandatar/agent al unei terte persoane, cu exceptia cazului in care mandatul este adus la cunostinta si acceptat de Banca in prealabil, conform art. 10 „Notificari".	

PENTRU INFORMARE/FOR INFO

(12) La primirea unei Instructiuni aferenta unui produs care face obiectul PRIIP si atunci cand nu este posibil sa se furnizeze informatiile esentiale referitoare la acesta inainte de executarea Instructiunii, Clientul Retail este de acord ca Banca sa trimita Clientului documentul cu informatiile cheie (KID) dupa executarea Instructiunii, pe un suport durabil, altul decat hartia sau prin intermediul altui mijloc de comunicare, luand la cunostinta prin prezentul Contract de optiunea de a amana tranzactia pentru a primi KID-ul inainte de transmiterea Instructiunii respective. Prezentul paragraf nu e aplicabil Clientilor Profesionali.	(12) When receiving an Instruction, related to a instrument that is subject to PRIIP and when the Bank is not able to provide the Client with key information regarding the instrument before the execution of the Instruction, the Retail Client agrees and the Bank shall send the key information document (KID) on a durable medium other than paper after the Instruction is executed or through another means of communication, the Retail Client acknowledging through the present Agreement the option to postpone the transaction in order to receive tthe KID before sending the respective instruction. The present Paragraph is not applicable to Professional Clients.
(13) Clientul declara ca in cazul in care nu poate fi contactat/notificat de catre Banca la adresa indicata in relatie cu Banca, prin prezentul Contract/acte aditionale la prezentul Contract sau, desi notificat/contactat, nu da curs solicitarii Bancii in termen indicat de Banca, Banca are dreptul, dupa scurgerea unei perioade de 90 de zile calendaristice de la data constatarii imposibilitatii de contactare/notificare a Clientului de catre Banca: (i) sa inceteze Contractul si sa transfere instrumentele financiare detinute in numele Clientului intr-un cont individual deschis la Depozitarul Central S.A./alt depozitar central de instrumente financiare pe numele Clientului in cazul instrumentelor financiare pentru care Depozitarul Central S.A./alt depozitar central de instrumente financiare este depozitar emitent; (ii) sa vanda instrumentele financiare pentru care Depozitarul Central S.A. nu este depozitar emitent si sa puna sumele astfel obtinute la dispozitia Clientului. Clientul declara ca este de acord sa poata fi contactat/notificat de Banca la adresa de corespondenta indicata prin prezentul Contract.	(13) The Client declares that in case the Client cannot be contacted/notified by the Bank at the address indicated by the Client in relation to the Bank, by this Agreement/amendments to the present Agreement or although notified/ contacted, it does not respond to the Bank's request within the term indicated by the Bank,the Bank has the right, after the expiration of a period of 90 calendar days from the date of ascertaning of the impossibility of contacting/notifying the Client by the Bank to: (i) terminate the Contract and to transfer the financial instruments held on behalf of the Client to an individual account opened with the Central Depository/another central depository on behalf of the Client in the case of the financial instruments for which the Central Depository acts as issuer central securities depository; (ii) sell in the case of the financial instruments for which the Central Depository does not act as issuer central securities depository and to make available the amounts to the Client. The Client declares that agrees to be contacted/notified by the Bank at the correspondence address indicated in this Agreement.
(14) Clientul declara ca va notifica de urgenta Banca in legatura cu orice modificare a datelor cuprinse in prezentul Contract, inclusiv in anexele la acesta, in Cererea de deschidere de cont de custodie sau in documentele furnizate Bancii. Clientul declara ca intelege obligatia de a-si actualiza datele de identificare si de contact ori de cate ori este cazul si ca isi asuma efectele neindeplinirii acestei obligatii, respectiv suspendarea prestarii Serviciului pana la actualizarea datelor sau chiar incetarea	(14) The Client declares that will promptly notify the Bank of any changes to the data contained in this Agreement, including the appendices thereto, the Request for account opening or the documents provided to the Bank. The client declares that he understands the obligation to update his identification and contact details whenever necessary and that he assumes the effects of not fulfilling this obligation, namely the suspension of the

PENTRU INFORMARE/FOR INFO

Contractului si transferul respective vanzarea Titlurilor de Valoare. Banca nu este responsabila pentru inconvenientele sau pierderile care pot aparea datorita omisiunii declararii unor informatii, transmiterii eronate a informatiilor sau neactualizarii informatiilor de catre Client.	rendering of the Service until the data is updated or even the termination of the Contract and the transfer respectively the sale of the Securities. The Bank is not responsible for any inconveniences or losses that may arise due to the omission of declaring certain information, incorrect transmission of information or not updating information by the Client.
(15) Clientul a luat a cunostinta ca poate tine legatura cu Banca prin intermediul semnatarului prezentului Contract din partea Bancii si poate folosi detaliile de contact precizate la articolul 10 Notificari pentru a obtine informatii.	(15) The Client acknowledges that the Client may keep in touch with the Bank through the signatory of this Agreement on behalf of the Bank and may use the contact details at Article 10 Notifications to obtain information.
(16) In cazul incheierii Contractului la distanta, Clientul a luat la cunosinta de perioada de 14 zile de la data încheierii Contractului la distanţa sau de la transmiterea documentelor prevazute la art. 5.2.(5)(b) (cand aceastea au fost transmise ulterior incheierii Contractului) in care poate denunţa unilateral Contractul, conform prevederilor prezentului Contract.	(16) In case of the distance Contract, the Client has been informed of the period of 14 days from the date of conclusion of the distance contract or from the transmission of the documents provided in article 5.2.(5)(b) (when these were transmitted after the conclusion of the Agreement) in which he may unilaterally terminate the Agreement, according to the present Agreement.
Art. 6. Procesarea datelor cu caracter personal („Date cu caracter personal") ale persoanelor de contact, reprezentanti legali si conventionali si/sau alte persoane fizice desemnate de Client.	**Article 6. Processing of personal data ("Personal Data") of contact persons, legal or conventional representatives, collaborators, employees and/or other natural persons designated by the Client.**
In masura in care Clientul dezvaluie Bancii date cu caracter personal ale persoanelor de contact pe care le desemneaza, ale reprezentanților legali sau convenționali, colaboratorilor, angajaților și / sau altei persoane fizice, pentru sau in legatura cu prezentul Contract, considerând ca Bancii îi lipsesc mijloacele practice pentru a asigura informatii directe despre aceste categorii de persoane, Clientul are obligația de a informa aceste persoane cu privire la prelucrarea datelor lor cu caracter personal, inclusiv în contextul dreptului de audit al Bancii acordat în baza prezentului Contract, daca este cazul, folosind în acest sens textul de mai jos.	To the extent that the Client discloses Personal Data of the contact persons it designates, of the legal or conventional representatives, the collaborators, the employees and/or other natural person to the Bank for or in connection with this Agreement, considering that the Bank lacks practical means to ensure direct information of these categories of persons, the Client is under the obligation to inform these persons of Processing of their Personal Data, including in the context of the audit right of the Bank granted hereunder, if applicable, using in this respect the information text below.
Clientul intreprinde actiuni pentru ca aceasta divulgare sa aiba loc cu respectarea oricaror cerinte aplicabile, inclusiv cele privind furnizarea de informații și obtinerea consimtamantului persoanelor vizate, daca este cazul, astfel incat Banca sa poata prelucra datele personale în	The Client shall take actions for such disclosure to take place in observance of any applicable requirements, including those regarding provision of information to, and obtaining the consent of the data subjects, if applicable, so that the Bank can Process the Personal Data for the purposes provided under

PENTRU INFORMARE/FOR INFO

scopurile prevazute în prezentul Contract, fara alte formalitati. Clientul actioneaza conform instructiunilor pe care Banca le-ar putea emite din cand în cand, in format electronic sau pe hartie, cu privire la informațiile care trebuie furnizate persoanelor fizice respective în vederea respectarii prevederilor acestei clauze:

Informații privind prelucrarea datelor cu caracter personal

Banca prelucreaza datele Personale ale Clientului în conformitate cu prevederile Regulamentului (UE) nr. 679/2016 privind protecția persoanelor fizice cu privire la prelucrarea datelor cu caracter personal și libera circulație a acestor date (**„Regulamentul"**), precum și în conformitate cu legislatia subsecventa aplicabila.

Datele cu caracter personal care sunt prelucrate de catre Banca apartin urmatoarelor categorii de persoane vizate: (i) persoanele de contact desemnate de Client, (ii) reprezentantii legali sau conventionali ai Clientului, (iii) angajatul si/sau alte categorii de persoane fizice ale caror date sunt dezvaluite Bancii de catre Client, daca este cazul (denumite în continuare, în mod colectiv și generic, **„Persoane fizice"**). Aceste date cu caracter personal sunt incluse în documentele transmise Bancii la inceputul relațiilor contractuale cu Clientul sau în timpul executarii acestora.

Motivele și scopurile pentru care Banca prelucreaza datele cu caracter personal:

(a) indeplinirea indatoririlor legale ale Bancii în contextul îndeplinirii relațiilor contractuale: management administrativ și financiar; pastrarea / depozitarea (înainte de arhivare) și arhivarea documentelor; efectuarea de audituri și investigatii interne; gestionarea inspectiilor efectuate de autoritati; asigurarea securitatii în spatiile Bancii; implementarea masurilor de securitate a datelor cu caracter personal (inclusiv copii de rezerva ale acestora); alte indatoriri legale aplicabile termenul naturii relației contractuale si/sau a capacitatii dvs.). Pentru atingerea scopurilor menționate anterior, Banca se bazeaza, in masura necesara, și pe interesul sau legitim de a-și continua activitatea.

the Agreement, without any further formalities. The Client shall act upon the instructions which the Bank could issue from time to time, in electronic format or on paper, regarding the information to be supplied to the respective natural persons in view of observing the provisions of this clause:

Information regarding Processing of Personal Data

The Bank processes Client's personal data pursuant to the provisions of the Regulation (EU) No 679/2016 on protection of natural persons with regard to the processing of personal data and the free movement of such data (the **"Regulation"**), as well as pursuant to the applicable subsequent legislation.

The personal data which is processed by the Bank belongs to the following categories of data subjects: (i) the contact persons designated by the Client, (ii) the legal or conventional representatives of the Client, (iii) the employee and/or other categories of natural persons the data of whom is disclosed to the Bank by the Client, if applicable (hereinafter referred to collectively and generically as **"Data Subjects"**). This personal data is included in the documents submitted to the Bank at commencement of the contractual relations with the Client or during performance thereof.

The grounds and purposes for which the Bank processes personal data:
(a) fulfilment of the legal duties of the Bank in the context of performing the contractual relations: administrative and financial management; keeping/storing (prior to archiving) and archiving of documents; performance of audits and internal investigations; management of the inspections conducted by authorities; providing security in the premises of the Bank; implementation of the personal data security measures (including backups thereof); other applicable legal duties term of the nature of the contractual relation and/or your capacity). To attain the aforementioned purposes, the Bank shall rely, to the extent necessary, also on its legitimate interest to pursue its business.

PENTRU INFORMARE/FOR INFO

(b) incheierea și prestarea Contractului încheiat intre Client și Banca, în functie de specificul relației contractuale; (c) atingerea intereselor legitime ale Bancii, în contextul exercitarii activitatii sale, în urmatoarele scopuri: proiectarea, dezvoltarea, testarea și funcționarea sistemelor sau serviciilor IT existente sau noi; gestionarea reclamatiilor. *Categorii de date personale:* Pentru a atinge scopurile de prelucrare menționate mai sus, Banca prelucreaza datele pe care Clientul le furnizeaza direct, datele furnizate de Client pentru incheierea și prestarea Contractului încheiat cu Banca (inclusiv, fara a se limita la: nume, prenume, e-mail, numarul de telefon de adresa), precum si datele pe care Banca le genereaza, adica: informatii rezultate din neconformitatile raportate de alta persoana; date rezultate din operarea aplicatiilor furnizate de Banca (daca este cazul). *Categorii de beneficiari* In contextul proceselor mentionate anterior, Banca poate dezvalui date personale ale Clientului la urmatoarele categorii de beneficiari: Clientul, în masura in care isi exercita dreptul de acces care i-a fost acordat in conformitate cu legislatia aplicabila; autoritatile publice locale/ centrale; reprezentanti autorizati (entitati care ajuta Banca în activitățile de procesare); si/sau parteneri contractuali. *Durata procesarii. Utilizarea ulterioara a datelor cu caracter personal* Datele cu caracter personal ale Clientului sunt prelucrate de catre Banca pe durata acestui Contract și ulterior in vederea indeplinirii indatoririlor legale ale Bancii, inclusiv a taxelor de arhivare. Dupa expirarea termenilor de arhivare, Banca poate anonimiza datele, lipsindu-le astfel de natura personala, pentru a continua sa efectueze diverse prelucrari statistice. *Transfer de date cu caracter personal in strainatate* Deocamdata, pentru a atinge scopurile menționate anterior, Banca ar putea transfera anumite categorii de date cu caracter personal în afara Romaniei, catre statele UE/SEE, precum și în afara UE/SEE. Pentru transferurile din afara UE/SEE, Banca	(b) execution and performance of the Agreement concluded between the Client and the Bank, according to the specifics of the contractual relation; (c) attainment of the legitimate interests of the Bank, in the context of pursuing its business, for the following purposes: design, development, testing and operation of the existing or new IT systems or services; complaint management. *Categories of personal data:* To attain the aforementioned processing purposes, the Bank processes the data the Client supply to it directly, the data supplied by the Client for execution and performance of the Agreement concluded with the Bank (including, but without limitation to: name, first name, email address phone number), as well as the data the Bank generates therefrom, meaning: information resulting from the nonconformities reported by other person; data resulting from operation of the applications supplied by the Bank (if applicable). *Categories of beneficiaries* In the context of the aforementioned processing purposes, the Bank may disclose the Client's personal date to the following categories of beneficiaries: the Client, insofar as it exercises its right of access granted to it under the applicable legislation; local/central public authorities; authorized representatives (entities which assist the Bank in the processing activities); and/or contractual partners. *Duration of processing. Subsequent use of personal data* The Client personal data shall be processed by the Bank during the term of this Agreement and afterwards in view of fulfilling the legal duties of the Bank, including the archiving duties. After expiry of the archiving terms, the Bank may anonymize the data, thus depriving it of its personal nature, in order to continue to perform various statistical processing. *Transfer of personal data abroad* For the time being, in order to attain the aforementioned purposes, the Bank might transfer certain categories of personal data outside Romania, to EU/EEA states, as well as outside EU/EEA. For the transfers outside EU/EEA, the Bank shall ground the transfer of personal data on the standard

PENTRU INFORMARE/FOR INFO

fundamenteaza transferul de date cu caracter personal pe clauzele contractuale standard adoptate de Comisia Europeana sau alte garantii recunoscute in condițiile legii.

Drepturile Clientului în contextul activitatilor de procesare
Clientului i se acorda, în conditiile prevazute de legislatia aplicabila procesarii datelor cu caracter personal, urmatoarele drepturi: (i) dreptul de a fi furnizate informatii; (ii) dreptul de acces la date; (iv) dreptul la stergerea datelor („dreptul de a fi uitat"), in masura in care sunt indeplinite conditiile prevazute de lege; (v) dreptul la restricționarea procesarii (incepand cu 25 mai 2018); (vi) dreptul la portabilitatea datelor (incepand cu 25 mai 2018); (vii) dreptul de a obiecta; (viii) dreptul de a nu fi supus unei decizii individuale automate și (ix) dreptul de a se adresa autoritatii nationale de supraveghere pentru prelucrarea datelor cu caracter personal sau a instantelor, in masura in care considerati ca este necesar.

In urma stergerii datelor, Banca poate anonimiza aceste date (privand-o astfel de natura personala) și, astfel, sa continue prelucrarea acestora in scopuri statistice.

Pentru mai multe detalii despre activitatile de prelucrare efectuate de Banca, precum si despre drepturile de care va bucurati in acest context, va rugam sa depuneti o cerere (pe hartie / în format electronic prin e-mail) sau puteți contacta responsabilul cu protectia datelor la adresa de e-mail.: dpo@raiffeisen.ro.

Art. 7. Declaratii
7.1.Declaratiile Partilor. Fiecare Parte face declaratiile enumerate mai jos, celeilalte Parti. Aceste declaratii vor fi considerate a fi repetate de fiecare Parte la data transmiterii unei Instructiuni si constau in:

(i) Absenta Litigiilor. Nu se afla in curs sau, conform informatiilor acesteia, nu se afla pe cale sa fie initiata impotriva acesteia nicio actiune, proces sau procedura legala in niciun tribunal, organizatie guvernamentala, agentie sau arbitru care ar putea

contractual clauses adopted by the European Commission, or other safeguards recognized under the law.

The Client's rights in the context of processing activities
The Client is granted, subject to the conditions laid down under the legislation applicable to processing of personal data, the following rights: (i) the right to be provided information; (ii) the right to access the data; (iv) the right to erasure of date ("the right to be forgotten"), insofar as the conditions under the law are met; (v) the right to restriction of processing (as of 25 May 2018); (vi) the right to data portability (as of 25 May 2018); (vii) the right to object; (viii) the right not to be subject to an automated individual decision and (ix) the right to approach the National Supervisory Authority For Personal Data Processing or the courts of jurisdiction, to the extent you find this necessary.

Further to data erasure, the Bank may anonymize this data (thus depriving it of the personal nature), and thus continue its processing for statistical purposes.

For more details about the processing activities performed by the Bank, as well as on the rights you enjoy in this context, please file an application (on paper/in electronic format by email) or you can contact the Data Protection Officer to the email address: dpo@raiffeisen.ro.

Article 7. Declarations

7.1. Parties` declarations. Each Party declares to the other Party the following, that will be deemed to be repeated by each Party on each date on which an Instruction is given:

(i) Absence of Litigation. There is no pending or, to its knowledge, threatened against it any action, suit or proceeding at law or before any court, tribunal, governmental body, agency or any arbitrator which is likely to affect the legality, validity or enforceability of the Agreement.
(ii) Accuracy of Specified Information. All applicable information that is furnished in writing by or on behalf of one party to the other party is, as of

PENTRU INFORMARE/FOR INFO

afecta legalitatea, valabilitatea sau aplicabilitatea Contractului. **(ii) Acuratetea Informatiilor Furnizate.** Toate informatiile aplicabile care sunt furnizate in scris de catre sau in numele unei Parti catre cealalta Parte sunt, la data fiecarei Instructiuni, adevarate, corecte si complete din toate punctele de vedere. **(iii) Tranzactii Existente**. Prevederile prezentului Contract se aplica retroactiv si Instructiunilor transmise anterior semnarii acestuia, de catre Client Bancii, daca este cazul, incepand cu data de 19 iunie 2019 sau data primei Instructiuni transmise Bancii ulterior acestei date. **7.2. Declaratii si obligatii aditionale ale Clientului** (1) Clientul autorizeaza irevocabil Banca, in cele ce urmeaza, sa transmita - emitentului sau oricarei alte autoritati relevante, in mod special, dar nelimitandu-se la autoritatile care reglementeaza pietele de instrumente financiare si autoritatilor bancare sau oricarei alte autoritati de supraveghere sau instante judecatoresti, ori de cate ori Banca este obligata sa faca o asemenea dezvaluire conform prevederilor Legislatiei aplicabile - orice date referitoare la tranzactiile si Titlurile de valoare pastrate de catre Banca in numele Clientului, incluzand, dar fara a se limita la datele personale cum ar fi: nume, adresa, nationalitate si data nasterii. Intr-o asemenea situatie, Clientul va fi obligat sa furnizeze Bancii datele solicitate. (2) Clientul este obligat sa actioneze in conformitate cu cerintele privind prezentarea si notificarea privind participatiile substantiale stabilite in fiecare tara unde Clientul detine active prin intermediul Bancii si sa furnizeze notificarile cerute catre Banca, Emitent si organismele pietei relevante in conformitate cu legea aplicabila. (3) Clientul a luat la cunostinta ca organismele pietei relevante din fiecare tara au dreptul sa ceara informatii si notificari suplimentare si sa publice informatia privind asftel de detineri substantiale asa cum au fost primite de la Client sau de la Banca.	the date of each Instruction, true, accurate and complete in all material respects. **(iii) Existing Transactions**. The provisions of this Agreement apply retroactively to the Instructions sent prior to its signing, by the Client to the Bank, if applicable, starting with June 19, 2019 or the date of the first Instruction sent to the Bank after this date. **7.2. Client`s additional declarations and obligations** (1) The Client herewith irrevocably authorizes the Bank, to pass on any data concerning the transactions and Securities held by the Bank in the name of the Client, including but not limited to the personal data as are for example name, address, nationality and date of birth, to the issuer or to any relevant authority, in particular but not limited to the capital markets and banking authorities, or any other supervisory or judicial authority, whenever the Bank is compelled to do so by the Applicable Legislation. In this case the Client shall be obliged to provide the data as demanded by the issuer or such authority to the Bank.In such a situation, the Client shall be compelled to transmit to the Bank the requested data. (2) The Client is compelled to comply with the disclosure and notification requirements regarding substantial participations in each country where the Client holds assets through the Bank and to provide the required notifications to the Bank, Issuer and relevant market entities in accordance with the applicable legislation. (3) The Client acknowledges that the relevant market bodies in each country have the right to request additional information and notifications and to publish the information on such substantial participations as received from the Bank and the Client.

PENTRU INFORMARE/FOR INFO

Art. 8. Reguli privind Instructiunile si confirmarea lor	**Article 8. Rules regarding Instructions and their confirmation**
8.1. Instructiunile Clientului (1) Instructiunile vor fi transmise prin mijloacele prevazute la art. 10 „Notificari" din prezentul Contract.	**8.1. Client Instructions** (1) The Instructions shall be sent through the means of communication as stated in Article 10 „Notifications" of the present Agreement.
(2) Banca va executa Instructiunile Clientului in baza si in limitele prezentului Contract. Daca Instructiunea nu se poate executa integral si intocmai cum a fost data de Client, Banca va executa Instructiunea in masura posibilitatilor. Cand Banca informeaza Clientul cu privire la orice masura ce se va lua in viitor in legatura cu Titlurile de valoare, Banca poate propune un anumit procedeu sau actiune cu privire la acea masura viitoare si Banca poate stabili o perioada maxima de timp in care va astepta Instructiuni de la Client. Daca Clientul nu transmite nicio Instructiune Bancii in perioada de timp mentionata de Banca, va fi subinteleasa aprobarea propunerii Bancii.	(2) The Bank shall execute the Client's Instructions on the grounds and within the limits of the present Agreement. If the Instruction cannot be executed integrally or as it was given by the Client the Bank shall execute the Instruction as possible. Whenever the Bank informs the Client in regard to any measure that shall be taken in the future concerning the Securities, the Bank may also propose a certain procedure or action to be taken in relation to the respective measure and the Bank can set a maximum period during which it shall wait the Client's Instructions. If the Client does not send any Instructions during a set period of time, the Bank shall assume that Client has agreed to its proposal.
(3) Clientul acorda un mandat expres Bancii prin prezentul Contract (i) sa debiteze Conturile cu sumele mentionate in Instructiuni si confirmari si cu sumele datorate de client Bancii sau tertilor, sume care rezulta din executarea de catre Banca a Instructiunilor, (ii) sa efectueze orice schimburi valutare necesare utilizand cursul de schimb practicat de Banca, in conformitate cu prevederile art. 9(2) din prezentul Contract si (iii) sa realizeze transferurile de numerar si Titluri de valoare aferente in numele si pe seama Clientului.	(3) The Client hereby expressly empowers the Bank (i) to debit the Accounts with the amounts mentioned in Instructions and confirmations and with the amounts owed by the Client to the Bank or to third parties as a result of the execution by the Bank of the Client's Instructions, (ii) to make any necessary currency exchange using the exchange rate of the Bank in accordance with the provisions of Article 9(2) of the present Agreement and (iii) to realise the related cash and Securities transfers in the name and on behalf of the Client.
(4) Daca Banca nu a primit o Instructiune de la Client, Banca este autorizata sa efectueze tranzactiile legate de Titlurile de valoare ale Clientului doar in cazurile stipulate de Legislatia aplicabila sau de prezentul Contract.	(4) If the Bank did not receive the Client's Instruction, the Bank is authorized to perform the transactions related to the Client's Securities only in the cases specified by the Applicable Legislation or by the present Agreement.
(5) Clientul autorizeaza si acorda dreptul Bancii, prin prezentul Contract, fara ca Banca sa aiba o obligatie in acest sens, sa efectueze tranzactii de vanzare cu Titlurile de valoare incredintate in custodia Bancii, fara Instructiuni si cu notificarea prealabila a Clientului, si acorda un mandat expres de debitare a oricaror conturi curente sau de depozit chiar	(5) The Client hereby authorizes and gives the right to the Bank, through the present Agreement, without the Bank being compelled to sell the Securities kept in the Bank's safe custody, without any previous Instructions and with the Client prior notification, and to debit any current accounts or deposits even not due, opened with the Bank, in the following cases:

PENTRU INFORMARE/FOR INFO

neajunse la termen deschise la Banca in urmatoarele situatii: (a) in vederea incasarii tarifelor si comisioanelor pentru Serviciile prestate conform Contractului, asa cum sunt stabilite de Anexa 1 „*Tarife si comisioane*" si a tuturor cheltuielilor facute de Banca, asa cum rezulta din Instructiuni, confirmari sau notificari, si/sau (b) pentru a intreprinde, avand libertatea sa dispuna anumite actiuni sau sa se opuna acestora, demersuri pentru protectia drepturilor Clientului in legatura cu Titlurile de valoare aflate in custodie la Banca.	(a) in order to cash in the fees and commissions for the Services delivered according to the Agreement as they are set forth in Appendix 1 „*Fees and commissions*", as well as for all the other expenses made by the Bank, as they result from Instructions, confirmations or notifications and/or (b) to perform, having the liberty to dispose or oppose certain actions, activities in order to protect the Client's rights in connection to the Securities found in the Bank's custody.
(6) In cazul subscrierilor in cadrul ofertelor publice, Clientul este de acord ca toate cererile catre si informatiile venite de la agentul desemnat de MF, vor fi transmise exclusiv prin intermediul Bancii, in modul si forma prevazuta de reglementarile in vigoare si prezentul Contract.	(6) In case of subscriptions in public offerings, the Client agrees that all requests towards and all the information coming from the agent appointed by the MF, shall be sent exclusively through the Bank, using the means and the form set based on the regulations in force and on the present Agreement.
(7) Banca are dreptul sa suspende integral sau partial prestarea Serviciului conform acestui Contract in cazuri stipulate de Legislatia aplicabila sau in cazurile in care Clientul datoreaza Bancii sume scadente pentru Serviciul de care a beneficiat sau daca Clientul nu isi indeplineste obligatiile conform Contractului, notificand in acest sens Clientul de indata dupa luarea deciziei respective.	(7) The Bank has the right to suspend totally or partially the Service rendered according to this Agreement in the case specified by the Applicable Legislation or in the cases when the Client owes due amounts towards the Bank for the Services he/she/it has benefited of or if the Client does not fulfill his/her/its obligations according to the Agreement, notifying the Client accordingly as soon as such a decision is made.
(8) Banca poate refuza sa execute Instructiunea Clientului daca: (i) forma Instructiunii sau informatia prezentata in Instructiune nu corespunde cerintelor Bancii, (ii) informatia transmisa de Client este incorecta, (iii) Clientul nu are suficiente fonduri sau Titluri de valoare in Contul de Titluri de valoare sau in Cont pentru a realiza Instructiunea, (iv) executarea Instructiunii ar fi in conflict cu Legislatia aplicabila, (v) Banca nu este in masura sa execute Instructiunea in cursul firesc al afacerii.	(8) The Bank may refuse to execute the Client's Instruction if: (i) the form of the Instruction or the information provided within the Instruction does not comply with the Bank's requirements, (ii) the information submitted by the Client is incorrect, (iii) the Client does not have sufficient funds or Securities in the Securities Account and/or in the Account to settle the Instruction, (iv) the execution of the Instructions would conflict with Applicable Legislation or (v) the Bank is not able to execute the Instruction in the ordinary course of business.
(9) Banca poate anula Instructiunile in conformitate cu procedurile de anulare stabilite de depozitarul central al Titlurilor de valoare, precum si in cazurile in care nu a fost posibil sa se execute Instructiunea pana in 30 (treizeci) de zile, in functie de specificul pietei.	(9) The Bank may cancel Instructions in accordance with the cancellation procedures established by the corresponding central securities depository, as well as in cases where it has not been possible to execute the Instruction within 30 (thirty) days according to the market specifics.
(10) Banca nu poate face ajustari la Conturile de Titluri de valoare fara acceptul Clientului daca se	(10) The Bank cannot make adjustments on the Securities Accounts without the Client's consent. If an

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descopera o eroare in executarea oricarei Instructiuni, Banca va contacta Clientul pentru a rezolva situatia conform celor agreate. Dupa notificarea erorii, in cazul in care Banca si Clientul nu pot ajunge la o intelegere, Banca nu va mai avea nicio responsabilitate in legatura cu respectiva Instructiune. Banca trebuie sa pastreze datele privind toate erorile inregistrate si ajustarile facute in conformitate cu prevederile art. 10(4)(5) din prezentul Contract.

(11) Banca isi rezerva dreptul de a institui o procedura de identificare si autentificare a Clientului/Reprezentantilor Autorizati ai acestuia prin solicitarea datelor de identificare ori prin stabilirea de parole, coduri sau carduri de identificare, dupa cum va considera necesar.

8.2. Confirmari

(1) Banca va transmite confirmarile aferente tuturor tranzactiilor (denumite „*Formular de Tranzactionare/Notification*") si decontarilor realizate in numele si pe contul Clientului in urma Instructiunilor acestuia. Aceste confirmari vor contine informatiile relevante in conformitate cu reglementarile in vigoare si pot fi transmise impreuna sau separat.

(2) Toate confirmarile, declaratiile si orice alte notificari si documente primite de Client de la Banca conform prezentului Contract reprezinta dovada tranzactiilor efectuate de Banca in urma Instructiunilor acestuia. Clientul are obligatia de a verifica toate aceste informatii si de a informa Banca cu privire la orice inadvertenta continuta in acestea in termen de cel mult 48 de ore de la primirea acestora. In caz contrar, Banca considera informatiile respective ca fiind cunoscute integral de catre Client, iar documentele aferente sunt considerate de catre Parti ca valabile si finale.

(3) Daca in urma verificarii datelor din confirmare Clientul sesizeaza o neconcordanta fata de tranzactia negociata si confirmata telefonic, acesta va contacta Banca in vederea lamuririi acesteia, iar Banca va verifica inregistrarile telefonice si va efectua modificarile necesare, daca este cazul.

error is discovered in the execution of an Instruction, the Bank shall contact the Client to solve the situation in accordance with the terms mutually agreed. After the notification of the error, the Bank shall have no liability towards the Client if an agreement cannot be reached between the Client and the Bank. The Bank must maintain data concerning all errors occured and adjustments made pursuant to the provisions of Article 10(4)(5) of the present Agreement.

(11) The Bank reserves its right to establish a procedure for the identification and authentication of the Client/Authorized Representatives by requesting the identification data or by establishing of passwords, codes or authentication cards, as the Bank will deem appropriate.

8.2. Confirmations

(1) The Bank shall provide confirmations for each transaction (named „*Trading Form/Notification*") and settlement performed on the Client's name and account. Such confirmations shall contain the relevant information, in accordance with the applicable laws and regulations and may be sent together or separate.

(2) All confirmations, statements and any other notices and documents received by the Client from the Bank according to the present Agreement represent evidence of the Transactions performed by the Bank pursuant to the Client's Instructions. The Client has the obligation to verify all such information and to inform the Bank in latest 48 hours their receipt, on any inadvertence contained therein in 48 hours form their receiving. If failing to do so, the Client is deemed by the Bank as being fully aware of the respective information and the related documents shall be deemed by the Parties as being valid and final.

(3) Should the Client notify a discrepancy with the negotiated transaction confirmed over the telephone, following the verification of the confirmation, he/she/it shall contact the Bank in order to clarify it and the Bank will verify the phone records and will make the necessary changes, where applicable.

PENTRU INFORMARE/FOR INFO

(4) Confirmarile se pot trimite prin mijloacele de comunicare prevazute in CGB. Banca si Clientul pot agrea si alte mijloace de comunicare a confirmarilor. Pentru clientii persoane fizice, confirmarile se vor transmite la adresa furnizata bancii in cadrul procesului de inrolare / actualizare date.	(4) The Confirmations may be sent by means of communication provided in CGB. The Bank and the Client may agree other means of communications for confirmations. In case of private individual clients, the confirmations shall be delivered at the e-mail address provided by the Client to the bank within the process of registration / data update.
(5) In situatia in care la plasarea ordinului de tranzactionare Clientul nu se identifica in baza unei parole comunicata de Banca, acesta se obliga sa returneze Bancii confirmarile semnate de Reprezentantii Autorizati la data efectuarii tranzactiei sau cel tarziu in ziua imediat urmatoare primirii lor, prin mijloacele de comunicare agreate.	(5) If the Client does not identify himself with a password communicated by the Bank when placing the trading order, it/he/she undertakes to return to the Bank the confirmations signed by the Authorized Representatives on the date of the transaction or at the latest on the day immediately following their receipt, by agreed means.
Art. 9. Tarife si comisioane	**Article 9. Tariffs and commissions**
(1) Prin prezentul Contract, Clientul agreeaza sa plateasca Bancii, pentru Serviciul prestat, toate comisioanele si tarifele stabilite in Anexa 1 „*Tarife si comisioane*", in confirmari si notificari la scadentele mentionate in cuprinsul acestora. Comisioanele aferente Contului se vor percepe si se vor putea modifica conform prevederilor contractului de cont curent incheiat de Client cu Banca.	(1) The Client hereby agrees to pay to the Bank for the Services rendered all fees and commissions set forth in the Appendix 1 „*Fees and commissions*", in confirmations and notifications at the due dates compised herein. The fees related to the Account shall be paid and shall be modified according to the provisions of the current account agreement concluded between the Client and the Bank.
(2) Banca va debita Contul Clientului cu valoarea tarifelor si comisioanelor la data scadentei acestora, Partile putand agrea si alte modalitati de plata. In cazul in care plata sumelor datorate Bancii va necesita schimbarea unei anumite valute in alta, o astfel de schimbare se va efectua la cursul de schimb practicat de Banca la acea data, in acest scop Banca fiind mandatata pentru orice operatiuni de schimb valutar care vor fi necesare.	(2) The Bank shall debit the Client's Account with the amount of the tariffs and commissions on the due date, the Parties may agree other payment methods. If the payment of the due amounts to the Bank implies a currency exchange, such an operation shall be made at the exchange rate established by the Bank for that date. The Bank is authorized by the Client to perform any necessary currency exchange operation.
Lipsa fondurilor in Contul denominat in moneda Tranzactiei echivaleaza cu acordarea Bancii a mandatului expres de efectuare de schimburi valutare utilizand cursul de schimb practicat de Banca la acea data. In cazul in care Clientul nu este de acord cu cursul de schimb al Bancii, astfel cum este afisat pe pagina de internet a Bancii, va asigura fondurile necesare in Contul denominat in moneda Tranzactiei la data decontarii Tranzactiei.	The lack of funds in the Account denominated in the currency of the Transaction is equivalent to granting the Bank the express mandate to make foreign exchange using the exchange rate practiced by the Bank at that date. If the Client does not agree with the exchange rate of the Bank, as it is displayed on the Bank's website, he will provide the necessary funds in the Account denominated in the currency of the Transaction on the settlement date of the Transaction.

CENTRUL INFORMARE FOR.INFO

(3) Banca va avea dreptul sa retina oricare si toate Titlurile de valoare si sumele in numerar apartinand Clientului aflate in conturile Clientului deschise la Banca, iar prin prezentul Contract Clientul acorda Bancii dreptul de retentie si deducere asupra oricaror Titluri de valoare/titlu depozitat in Contul de Titluri de valoare sau orice suma depozitata in conturi pentru orice pretentie, cost, datorie datorata si neachitata de Client.	(3) The Bank shall have the right of retention of any and all Client's Securities and amounts deposited in the Client's accounts opened with the Bank and the Client herewith grants the Bank the right of retention and deduction of any Securities deposited on the Securities Account or any amounts deposited on the accounts for any claims, charges or outstanding debts owed by the Client.
Art. 10. Notificari	**Article 10. Notifications**
Clientul isi da acordul, consimtind in mod expres, la utilizarea mijloacelor de comunicare la distanta inclusiv mijloace electronice cum sunt, dar fara a se limita la: platforme electronice, e-mail, fax, posta pentru incheierea, derularea si modificarea prezentului Contract.	The Client agrees, expressly consenting, to the use of distance means of communication including electronic means as are, without limitation electronic platforms, e-mail, fax, mail for the conclusion, performance and alteration of the present Agreement.
10.1. Notificari generale	**10.1. General notifications**
(1) Notificarile generale in legatura cu prezentul Contract (ex. modificarea datelor de identificare ale Partilor, denuntarea unilaterala a Contractului etc.), raportari periodice vor fi valabile daca vor fi transmise in conformitate cu clauza de notificare prevazuta de paragraful „Notificari" din CGB deja acceptate de Client, astfel cum sunt modificate din cand in cand. CGB actualizate pot fi solicitate de catre Client Bancii. La data incheierii prezentului Contract, paragraful Notificari este numerotat 8.2. in CGB pentru persoane fizice.	(1) General notices in connection with this Agreement (e.g. the alteration of the identification data of the Parties, the unilateral termination of the Agreement etc.), periodical reports will be effective if sent according to the notification clause within CGB at Notifications paragraph, already accepted by the Client, as modified from time to time. The updated CGB can be requested from your relationship manager. At the date of the conclusion of the present Agreement, the Notifications paragraph is numbered 8.2. in CGB for private individuals.
(2) Datele de contact ale Bancii, in scopul prezentei sectiuni, sunt:	(2) The Bank's contacts, for the purposes of the present section, are:
Raiffeisen Bank S.A.	**Raiffeisen Bank S.A.**
Departament Vanzari Piete de Capital/ Directia Tranzactionare si Vanzari Piete de Capital	**Capital Markets Sales Department / Capital Markets Trading and Sales Directorate**
Adresa: Bucuresti, Calea Floreasca nr. 246D, sector 1 e-mail: treasury.sales@raiffeisen.ro Tel: +4021.306.1991, Fax: 021.230 0781 Bloomberg E-bond: _____	Address: Bucharest, 246D Calea Floreasca, 1st district E-mail: treasury.sales@raiffeisen.ro Tel: +4021.306.1991, Fax: +40 21 230.0781 Bloomberg E-bond: _____

PENTRU INFORMARE/FOR INFO

Departament Servicii Titluri Adresa: Bucuresti, Calea Floreasca nr. 246D, sector 1 Telefon: 021.306.1289 E-mail: custody@raiffeisen.ro Datele de contact ale Clientului, in scopul prezentei sectiuni, sunt cele furnizate Bancii in cadrul procesului de inrolare / actualizare date.	**Securities Services Departament** Address: Bucharest, 246D Calea Floreasca, 1st district Phone: 021.306.1289 E-mail: custody@raiffeisen.ro Clients contact details, for the purpose of this section, are those provided to the Bank within the process of registration / data update.
10.2. Instructiuni care reprezinta ordine de tranzactionare si cereri de cotatii (1) Prin exceptie, **Instructiunile Clientului care reprezinta ordine de tranzactionare si cereri de cotatii transmise Bancii** in cadrul Serviciului de Intermediere vor fi transmise de Reprezentantul Autorizat al Clientului prin urmatoarele mijloace de comunicare: (i) prin convorbiri telefonice cu reprezentantii Departamentului Vanzari Piete de Capital al Bancii, numai la numerele de telefon inregistrate mentionate la art. 10(1)(2) de mai sus sau catre alte numere de telefon notificate de Banca in scris Clientului; (ii) prin platforme electronice care faciliteaza comunicarea intre Banca si Client, care pot varia in functie de tipul de client si de instrumentul financiar tranzactionat si care vor fi notificate Clientului ulterior semnarii prezentului Contract, daca este cazul. (2) Orice Instructiuni transmise intre orele 9:00-17:00 sunt considerate primite in ziua transmiterii lor, iar cele transmise in afara acestui interval orar sunt considerate primite in Ziua Lucratoare urmatoare, cu exceptia situatiilor agreate in mod expres de Parti. (3) Banca isi rezerva dreptul de a solicita Clientului sa transmita instructiunile specifice initierii Tranzactiei in forma scrisa, inainte sau dupa incheierea Tranzactiei. In cazul in care o astfel de cerere intervine ulterior Tranzactiei, atunci Clientul va transmite Bancii documentele in termen de 1 (una) Zi Lucratoare de la data cererii.	**10.2. Instructions representing trading orders and request for quotations** (1) As an exception, **the Client's Instructions that represent trading orders and request for quotations sent to the Bank** within the Intermediation Service shall be sent by the Authorized Representative of the Client through the following means of communication: (i) by phone calls to the representatives of the Capital Markets Sales Department of the Bank, only to the recorded phone numbers mentioned in Article 10(1)(2) or to any other phone numbers notified by the Bank in writing to the Client; (ii) through electronic platforms that facilitate the communication between the Bank and the Client, which may vary according to the typo of client and of the financial instrument that is traded and that shall be notified to the Client after the signing of the present Agreement, except the cases expressly agreed by the Parties. (2) Any Instructions sent between 9:00 and 17:00 hours are considered received in the day of their transmission and the ones sent outside this interval are considered received in the next Business Day. (3) The Bank reserves the right to request the Client to deliver the Transaction documents in written form, before or after the conclusion of the Transaction. If such a request is made after a Transaction, then the Client shall transmit such documents to the Bank in 1 (one) Business Day from the date of request.

PENTRU INFORMARE/FOR INFO

(4) Modificarea modalitatilor de preluare a Instructiunilor, de catre Banca si utilizarea acestora de catre Client se va realiza fara a mai fi necesara incheierea unui act aditional la prezentul Contract. Noile modalitati de transmitere a Instructiunilor vor putea fi utilizate de catre Client conform notificarii transmisa de catre Banca. Partile agreaza ca prin accesarea noilor modalitati de transmitere a Instructiunilor, Clientul isi exprima consimtamantul pentru utilizarea lor si accesarea acestora valoreaza acord scris al Clientului pentru utilizare in derularea Contractului. In cazul in care Clientul apreciaza ca modificarile contravin intereselor sale, acesta poate sa nu le utilizeze sau poate denunta unilateral prezentul Contract. (5) Banca va informa Clientul despre modificarea mijloacelor de preluare a ordinelor prin actualizarea documentului cu informatii precontractuale afisat pe pagina Intermediarului, link: https://www.raiffeisen.ro/ro/despre-noi/guvernanta-corporativa/mifid.html , precum si prin orice alte mijloace de notificare agreate cu Clientul. (6) Banca nu va fi tinuta raspunzatoare de catre Client, si poate in consecinta sa se intemeieze, fara a fi raspunzatoare pentru pierderile rezultate, pe faptul ca a actionat pe baza oricarei Notificari, Instructiuni sau alt document considerat de Banca, cu buna-credinta, ca fiind autentic si semnat sau furnizat de catre persoanele indreptatite, incluzand, dar fara a se limita la, ordinele furnizate de catre acele persoane considerate de catre Banca ca fiind Reprezentantul Autorizat ai Clientului. (7) Banca nu va fi tinuta raspunzatoare pentru eventualele prejudicii aduse Clientului daca Instructiunile au fost transmise de Reprezentantii Autorizati ai Clientului prin mijloace de comunicare la distanta/platforme si aplicatii de tranzactionare conform prezentului articol, iar preluarea acestora de catre Banca a fost efectuata cu verificarea autentificarii conform contractelor specifice, dupa caz.	(4) The modification of the modalities of receiving the Instructions by the Bank and their use by the Client shall be made without the need to conclude an addendum to this Agreement. The new ways of transmitting the Instructions may be used by the Client according to the notification sent by the Bank. The parties agree that by accessing the new ways of transmitting the Instructions, the Client expresses his consent to use them and accessing them amounts to the written consent of the Client for use in the performance of the Agreement. If the Client considers that the changes are contrary to his interests, he may not use them or may unilaterally terminate this Agreement. (5) The Bank shall inform the Client about the modification of the means of receiving orders by updating the pre-contractual information document displayed on the Intermediary's page, link: https://www.raiffeisen.ro/ro/despre-noi/guvernanta-corporativa/mifid.html , as well as by any other means of notification agreed with the Client. (6) The Bank shall not be held liable by the Client and may consequently rely, without being liable for the resulting losses, on the fact that it acted on the basis of any Notification, Instructions or other document considered by Bank, in good faith, to be authentic and signed or provided by the entitled persons, including, but not limited to, orders provided by those persons considered by the Bank to be the Client's Authorized Representative. (7) The Bank shall not be held liable for any damages to the Client if the Instructions have been transmitted by the Client's Authorized Representatives by means of distance communication / trading platforms and applications according to this Article, and their reception by the Bank was carried out by verifying authentication according to specific contracts, as the case may be.

PENTRU INFORMARE/FOR INFO

10.3. Alte Instructiuni	**10.3. Other Instructions**
(1) Prin exceptie de la paragrafele precedente, toate Instructiunile legate de Serviciul de Custodie, si Instructiunile aferente Serviciului de Intermediere care nu reprezinta ordine de tranzactionare si cereri de cotatii, inclusiv notele, permisiunile, cererile sau solicitarile permise sau cerute sa fie date in baza prezentului Contract si in derularea lui si in legatura cu tranzactii punctuale vor fi efectuate in scris si vor fi date prin urmatoarele mijloace de comunicare, conform art. 10(1) (2) de mai sus: (i) prin e-mail; (ii) prin fax; (iii) mesaje autentificate SWIFT; (iv) livrate personal (doar de la Client catre Banca) purtand semnatura Reprezentantilor Autorizati ai Clientului.	(1) As an exception for the paragraphs above, all Instructions related to the Custody Service, and Instructions related to Intermediation Service that are not trading orders and requests for quotations, including notices, permissions, demands or requests permitted or required to be given under this Agreement and its performance and relating to individual transactions shall be in writing, sent by the following communication means, according to the details of the Parties mentioned in Article 10(1)(2) above: (i) by e-mail; (ii) by fax; (iii) authenticated SWIFT message; (iv) personal delivery (only from the Client to the Bank) bearing the signature of the Authorised Representatives of the Client.
(2) Pentru punctele (i)-(iii), Instructiunile se considera primite la data transmiterii lor daca sunt transmise pana in ora 17:00, iar dupa aceasta ora sunt considerate primite in Ziua Lucratoare urmatoare. Instructiunile transmise prin livrare personala se considera primite la momentul receptiei.	(2) For points (i)-(iii) the Instructions are considered received on the date of their transmission if they are sent untill 17:00 hours and after this hour are considered received in the following working day and for the personal delivery are considered received at the moment of their reception.
(3) Instructiunea care reprezinta ordin de tranzactionare transmisa conform art. 10.2. constituie de asemenea Instructiune LcP care nu va mai fi transmisa distinct.	(3) The Instruction that is a trading order sent according to Article 10.2. represents also DvP Instruction that shall not be sent distinctively.
(4) Mijloacele de comunicare descrise la prezentul articol pot fi folosite si pentru Instructiunile care reprezinta ordine de tranzactionare si cereri de cotatii doar in situatia in care comunicarea telefonica/electronica nu poate avea loc din cauza unei defectiuni tehnice sau a unei situatii similare,conform detaliilor agreate de Parti pentru fiecare situatie in parte.	(4) The means of communication described in the present paragraph may be used also for the Instructions that represent trading orders and request for quotations only provided that the telephonic/electronic communication cannot take place due to a technical malfunction or a similar situation, according to the detail agreed by the Parties for each situation, separately.
10.4. Alte prevederi legate de Notificari	**10.4. Other provisions related to Notifications**
(1) Notificarile, inclusiv Instructiunile si rapoartele se pot transmite in limba romana.	(1) Notifications, including Instructions and other reports may be written in English language.
(2) Banca va prescrie formatul prin care Clientul va prezenta Instructiunile sale Bancii, precum si orice proceduri sau cerinte de autentificare. Banca poate modifica aceste formate, moduri, proceduri sau	(2) The Bank shall prescribe the format by which the Client is to tender its Instructions to the Bank, as well as any authentication procedures or requirements. The Bank may amend such formats, modes,

PENTRU INFORMARE/FOR INFO

cerinte din cand in cand si va sfatui Clientul in consecinta. Partile pot agrea si alte modalitati de transmitere a notificarilor. (3) Banca este indreptatita sa refuze o notificare sau Instructiune trimisa prin fax/e-mail daca Banca are indoieli justificate privind autorizarea sau intentia expeditorului faxului/e-mailului sau daca notificarea trimisa prin fax/e-mail poate, din cauza erorilor tehnice de transmisie sau pentru alte motive, sa fie ilizibila sau ar putea conduce la erori. Banca nu isi asuma nici o responsabilitate pentru tranzactiile care au fost realizate sau care au ramas nerealizate pe baza unei astfel de notificari si nici nu isi asuma nicio responsabilitate pentru posibilele pagube rezultate din neacceptarea unei astfel de notificari. (4) Banca nu va fi tinuta raspunzatoare pentru eventualele prejudicii aduse Clientului atunci cand Instructiunile sunt date de Client telefonic/prin intermediul e-mail-ului conform prezentului articol, iar preluarea acestora de catre Banca a fost efectuata cu verificarea identitatii Clientului/Reprezentantilor Autorizati doar in baza parolelor furnizate/adreselor de e-mail. (5) Clientul este de acord si isi exprima in mod expres consimtamantul pentru (i) inregistrarea si stocarea de catre Banca a oricaror convorbiri telefonice si a comunicarilor electronice inclusiv a conversatiilor de pe platformele de tranzactionare sau de comunicare stabilite intre Parti, inclusiv instructiunile/confirmarile si convorbirile care au legatura cu serviciile de investitii prestate, (ii) cu obtinerea acordurilor si informarea Reprezentantilor Autorizati de catre Client cu privire la aceste inregistrari, daca este cazul si (iii) cu utilizarea acestor inregistrari ca mijloace de proba in instanta, in masura permisa de legea aplicabila. Clientii au dreptul sa primeasca copii ale acestor inregistrari intr-o perioada rezonabila de timp, in masura in care acestea se refera la tranzactiile/tranzactiile potentiale cu instrumente financiare. Copiile dupa aceste inregistrari sunt arhivate pe o perioada de 7 (sapte) ani si pot fi puse la a dispozitia Clientului.	procedures or requirements from time to time, and will advise the Client accordingly. The Parties may agree other means of communication for notifications and Instructions. (3) The Bank is entitled to refuse to accept a notice or Instruction sent by fax/e-mail, if the Bank has justified doubts concerning the authorization or intent of the sender of the fax/e-mail or if the notice sent by fax/e-mail may, due to technical transmission errors or for other reasons be illegible or misleading. The Bank does not assume responsibility for transactions that were performed or remained unperformed on the basis of such notices, nor does the Bank assume responsibility for the possible damages arising from the non-acceptance of such notices. (4) The Bank shall be held harmless by the Client for possible damages to the Client if the Instructions were given by the Client by phone/by e-mail in accordance with the present Article and their takeover by the Bank was made by checking the identity of the Client/Authorized Representatives only based on the provided passwords/their e-mail addresses. (5) The Client agrees, giving his/hers express consent (i) to recording and keeping by the Bank of any of the telephone conversations and electronic communications including conversations on the trading or communication platforms established between the Parties, including instructions/confirmations and conversations related to the investment services rendered and (ii) to obtain the consent and to inform his/her/its Authorized Representatives with regard to such recordings and if case (iii) their use as evidence in court, to the extent permitted by the applicable law. Clients are entitled to get copies of such recordings and of records of other electronic communications within a reasonable time period, to the extent they relate to potential transactions and transactions in financial instruments. Copies are archived for a period of seven (7) years and may be made available to the Client.

PENTRU INFORMARE/FOR INFO

Art. 11. Penalitati	**Article 11. Penalties**
(1) Pentru orice suma datorata de Client Bancii sau care trebuie pusa la dispozitia Bancii in vederea decontarii, conform prezentului Contract si neplatita/nepusa la dispozitia Bancii la termenele stabilite sau impuse in prezentul Contract, Instructiuni sau confirmari, Clientul va datora o dobanda calculata pentru fiecare zi incepand cu data scadentei si pana la data efectuarii platii efective, la o rata egala cu rata dobanzii percepute de Banca clientilor sai pentru overdraft neautorizat.	(1) For any amount due by the Client to the Bank or that has to be made available to the Bank for settlement, according to the present Agreement and not paid/not maid available at the date mentioned or imposed in the present Agreement, Instructions and confirmations the Client will bear an interest for each day starting with the due date and until the date of the effective payment, at a rate equal to the rate charged by the Bank to its clients for unauthorised overdraft.
Art. 12. Cunostinte, experienta si riscuri. Categoria Client Retail. Test de Oportunitate	**Article 12. Knowledge, experience and risks. Retail Client Category. Appropriateness Test**
(1) Clientul confirma ca tranzactiile cu instrumente financiare care urmeaza a fi incheiate in baza prezentului Contract pot fi in mod particular complexe; astfel, este necesara detinerea de catre Client a unor cunostinte privind piata specifica si Titlurile de valoare, inclusiv dar fara a se limita la, terminologia profesionala. In consecinta, Clientul declara ca semneaza prezentul Contract si incheie orice tranzactie doar daca este pe deplin familiar cu toate elementele, riscurile potentiale, caracteristicile economice si juridice. Banca respinge explicit orice raspundere in cazul in care Clientul induce in eroare Banca in legatura cu familiaritatea acestuia cu instrumentele financiare si tranzactiile aferente. (2) Pentru a beneficia de servicii si activitati de investitii prestate de Banca, Clientul este informat prin prezentul Contract si ia la cunostinta ca Banca il incadreaza in categoria Clientilor Retail (care beneficiaza de cel mai mare grad de protectie), in masura in care Clientul nu a obtinut schimbarea categoriei in relatia cu Banca, anterior sau ulterior prezentului Contract. (3) Seviciul de Intermediere oferit de Banca, in baza prezentului Contract, este un serviciu de investitii fara consultanta (de tip non-advisory) si in acest scop Banca solicita Clientului Retail furnizarea de informatii privind cunostintele şi experienta sa în materie de investitii, pentru ca Banca sa evalueze oportunitatea Serviciului si a produselor.	(1) The Client confirms that the transactions that shall be concluded on the grounds of the present Agreement may be particularly complex; thus, the Client has to have knowledge regarding the specific market and the Securities - including without limitation the professional terminology. Consequently, the Client declares that signed the present Agreement and concludes any transaction only if he/shi/it is fully familiar with all the elements, potential risks, economic and legal aspects. The Bank explicitly rejects all liabilities if the Client misleads the Bank regarding its familiarity with financial instruments and transactions. (2) In order to benefit of investment activities and services from the Bank, the Client is informed hereby and acknowledges that is classified by the Bank as Retail Client (that benefits of the highest degree of protection), provided that the Client did not obtained the change of category in relation with the Bank, previous or subsequent to the signing of the present Agreement. (3) The Intermediation Service offered by the Bank, on the grounds of the present Agreement, is an advisory free (non advisory type) investment service and for this purpose the Bank requests the Retail Client to provide information on its investment knowledge and experience, in order for the Bank to assess the Service and products' appropriateness. In case of private individual Retail Clients, the Appropriateness Test shall be filled in by the Client. If

PENTRU INFORMARE/FOR INFO

Pentru Clientii Retail persoane fizice, Testul de Oportunitate va fi efectuat de catre Client. In cazul in care exista un Factor de Decizie, atunci Testul de Oportunitate va fi completat de acesta din urma. In cazul in care Banca estimeaza, pe baza informatiilor primite, ca produsul sau Serviciul nu este potrivit pentru Client, Banca avertizeaza in consecinta Clientul/Reprezentantul Autorizat. In cazul în care Clientul/Reprezentantul Autorizat nu furnizeaza informaţiile neceare evaluarii oportunitatii sau în cazul în care acestia furnizeaza informatii insuficiente privind cunostintele si experienta lor, Banca ii avertizeaza ca nu este in masura sa stabileasca daca Serviciul sau produsul este potrivit. (4) In baza prezentului Contract, Banca nu va efectua un Test de Adecvare pentru a verifica daca instrumentul financiar respectiv este adecvat Clientului. (5) Indiferent de modalitatea de prestare a Serviciului de intermediere in baza prezentului Contract, decizia de investitie apartine intotdeauna Clientului, care evalueaza si ia la cunostinta toate riscurile unei tranzactii cu instrumente financiare. Clientul confirma ca va incheia doar tranzactiile cu instrumente financiare ale caror riscuri le intelege si asupra carora are o imagine clara a tuturor riscurilor pe care le presupune. **Art. 13. Dispozitii finale** (1) Prevederile prezentului Contract se vor completa cu CGB emise de Banca si cu dispozitiile legale in vigoare care reglementeaza operatiunile dispuse de Client. Clientul accepta in mod expres clauzele neuzuale, astfel cum sunt definite de art. 1203 C. Civ., din prezentul Contract care includ, fara a se limita la, art. 2 *„Obiectul Contractului"*; art. 3 *„Durata Contractului"*, art. 4 *„Obligatiile, drepturile si raspunderea Bancii"*; art. 5 *„Obligatiile, declaratiile si garantiile Clientului"*; art. 8 *„Reguli privind Instructiunile si confirmarea lor"*; art. 9 *„Tarife si comisioane"*; art. 10 *„Notificari"*; art. 11 *„Penalitati"*, art. 12 *„Cunostinte, experienta si riscuri. Categoria Client Retail. Test de Oportunitate"* si art. 13 *„Dispozitii finale"*.	there is a Decision Maker, then the Appropriateness Test shall be filled-in by latter. If the Bank estimates, based on the information received, that the product or Service is not appropriate for the Client, the Bank warns the Client/Authorized Representative accordingly. If the Client / Authorized Representative does not provide the information necessary to evaluate the opportunity or if they provide insufficient information on their knowledge and experience, the Bank warns them that the Bank is unable to determine whether the Service or product is appropriate. (4) On the grounds of the present Agreement, the Bank shall not run a Suitability Test in order to verify if the respective financial instrument is suitable for the Client. (5) Notwithstanding the mean by which the Investment Service is rendered to the Client, on the grounds of the present Agreement, the investment decision always resides with the Client, which evaluates and acknowledges all the risks of a transaction in financial instruments. The Client confirms that he/she/it shall enter only in such transactions with financial instruments for which the Client fully understands and has a clear image of all the risks involved. **Article 13. Final provisions** (1) The provisions in the present Agreement shall be completed by the CGB issued by the Bank and by the legal provisions in force which regulate the operations required by the Client. The Client accepts the terms expressly unusual, as defined by Article 1203 from the Civil Code, from the present Agreement which include, without limitation, Article 2 *„Subject matter of the Agreement"*; Article 3 *„Term of the Agreement"*; Article 4 *„Obligations, rights and liabilities of the Bank"*; Article 5 *„Obligations, representations and warranties of the Client"*; Article 8 *„Rules regarding Instructions and their confirmation"*; Article 9 *„Tariffs and commissions"*; Article 10 *„Notifications"*; Article 11 *„Penalties"*; Article 12 *„Knowledge, experience and risks. Retail Client Category. Appropriateness Test"*; Article 13 *„Final provisions"*.

PENTRU INFORMARE/FOR INFO

Clientul accepta in mod expres clauzele CGB care sunt incorporate prin referire in prezentul Contract. (2) Legea aplicabila prezentului Contract este legea romana. (3) Litigiile dintre Parti in legatura cu interpretarea si executarea prezentului Contract se vor solutiona pe cale amiabila, iar in cazul in care acest lucru nu este posibil vor fi supuse instantelor judecatoresti din Romania. (4) In situatia in care Clientul persoana fizica are, potrivit legii, si calitatea de consumator, acesta are dreptul de a apela si la solutionarea alternativa a unui litigiu la una din urmatoarele entitati in conformitate cu competentele lor: (i) Centrul de Solutionare Alternativa a Litigiilor din Domeniul Bancar (CSALB), cu sediul in municipiul Bucuresti, Str. Sevastopol 24, et 2, sector 1, cod postal 10992, Romania, telefon 021 9414, adresa site internet www.csalb.ro. (ii) Entitatii de Solutionare Alternativa a Litigiilor in domeniul financiar nonbancar (denumita SAL-FIN), entitate infiintata de A.S.F., cu sediul in Bucuresti, Splaiul Independentei nr. 15, sector 5, cod postal 050092, office@salfin.ro, care are misiunea de a organiza si solutiona litigiile dintre consumatori si comercianti prin proceduri numite SAL. Procedurile SAL pot fi gasite pe site-ul internet www.salfin.ro . Pentru a solutiona un litigiu prin aplicarea procedurii SAL, consumatorul trebuie sa îsi exprime aceasta optiune în mod voluntar si sa se adreseze SAL-FIN în scris, direct la sediul SAL-FIN, prin posta sau prin mijloace electronice de comunicare. De asemenea, Clientul trebuie sa faca dovada ca, in prealabil, a incercat sa solutioneze litigiul direct cu Banca. Procedurile administrate si organizate de catre SAL-FIN nu aduc atingere altor cai de solutionare a litigiilor prevazute de lege; (5) Pentru solutionarea pe cale amiabila a eventualelor dispute, Clientul poate apela la mecanisme extrajudiciare de reclamatie potrivit prevederilor Legii nr. 192/2006 privind medierea şi organizarea profesiei de mediator, cu modificarile şi completarile ulterioare.	The Client expressly accepts the terms of CGB, which are incorporated by reference within the present Agreement. (2) The applicable law for this Agreement is the Romanian Law. (3) Any litigation between the Parties related to the present Agreement's interpretation and execution shall be solved amiably, and when this is not possible it shall be settled within the competent court of law in Romania. (4) In case the private individual Client is also, according to the law, a consumer may ask for the alternative solving of the litigation to one of the following entities according to their roles: (i) Centrul de Solutionare Alternativa a Litigiilor din Domeniul Bancar (CSALB), with headquarters in Bucharest, 24 Sevastopol St., 2nd floor, postal code 10992, Romania, telephone 021 9414, internet site www.csalb.ro. (ii) Entity for Alternative Settlement of Litigations in the financial non-banking field (named SAL-FIN), entity founded by ASF, having headquarters in Bucharest, 15 Splaiul Independentei St., District 5, postal code 050092, office@salfin.ro , that has the mission to organize and solve the litigations between consumers and professionals, through procedures named SAL. SAL procedures are available on the internet at the following address: www.salfin.ro . The Client may submit the litigation to the SAL procedures administered by SAL-FIN if the Client proves that prior to the submission, has tried to solve the litigation directly with the Bank. The procedures administered and organized by SAL-FIN do not impede the Client to access other ways to solve the litigation provided by the law. (5) For the amicable settlement of any disputes, the Client may resort to extrajudicial complaint mechanisms according to the provisions of Law no. 192/2006 on mediation and organization of the mediator profession, with subsequent amendments and completions.

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(6) In cazul in care, orice prevedere din prezentul Contract este sau devine la un moment dat ilegala, invalida sau neexecutabila conform legii aplicabile, legalitatea, valabilitatea si aplicabilitatea celorlalte prevederi ale Contractului nu vor fi afectate de aceasta, iar termenii si conditiile ilegale, invalide si neexecutabile vor fi inlocuite, tinand cont de interesul celor doua Parti, de alti termeni si conditii legale, valabile si aplicabile.	(6) In the event that any provision of the Agreement is or becomes invalid or unenforceable according to the Applicable Legislation, the validity and enforceability of the remaining provisions shall not be affected, and the unenforceable terms shall be replaced by valid and/or enforceable terms duly taking into account the interests of the Parties, the other terms and the legal valid and applicable provisions.
(7) Acest Contract asa cum este modificat din timp in timp, impreuna cu CGB, care sunt incorporate prin referire, constituie impreuna legea Partilor si reprezinta, in forma si continutul in care se semneaza, intelegerea deplina si completa a Partilor si rezultatul negocierii cu buna-credinta, egale si neviciate. Clientul declara ca a primit si a inteles termenii si conditiile prezentului Contract, anterior semnarii si este de acord cu acesta.	(7) This Agreement as modified from time to time and CGB, that are incorporated by reference, establish together the law of Parties and represents, in the signed form and content, the Parties' full agreement and the result of impartial, in good faith and unaltered negotiation. The Client declares that he/she/it received and understood the terms and conditions of the present Agreement, before its signing and agrees with it.
(8) Partile consimt ca exprimarea consimtamantului pentru incheierea prezentului Contract, a eventualelor acte aditionale subsecvente si semnarea oricaror alte documente aferente, se poate face doar prin utilizarea de catre toate Partile a aceleiasi modalitati de semnare dintre urmatoarele: (a) semnarea olografa a documentului in prezenta unui reprezentant al Bancii; (b) aplicarea pe documentul electronic a unei semnaturi electronice calificate valide, care indeplineste cerintele de validare prevazute de Regulamentul (UE) nr. 910/2014 al Parlamentului European si al Consiliului din 23 iulie 2014, privind identificarea electronica si serviciile de încredere pentru tranzactiile electronice pe piata interna bazata pe un Certificat digital calificat valid (nerevocat/ nesuspendat) la momentul semnarii. Semnarea documentatiei contractuale in format electronic se va efectua prin intermediul canalelor electronice de comunicare agreate de Parti in baza prezentului Contract.	(8) The Parties agree that the consent for the conclusion of this Agreement, as well as of any subsequent addenda and the consent to any other related documents, may be made only by the use by all Parties of the same method of signing amongst the following: (a) the handwritten signature of the document in the presence of a representative of the Bank; (b) the application of a valid qualified electronic signature on the electronic document, which meets the validation requirements of Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and reliable services for electronic transactions in the internal market, based on a valid qualified digital certificate (not revoked /not suspended) at the time of signing. The signing of the contractual documentation in electronic format will be performed through the electronic communication channels agreed by the Parties based on this Agreement.
Partile declara in mod expres si irevocabil ca: (i) documentul contractual semnat de Parti in modalitatile de semnare mentionate mai sus, contine un consimtamant valabil exprimat cu privire la cuprinsul acestuia, (ii) primirea de catre Banca a documentului contractual astfel semnat, de Client si	The Parties expressly and irrevocably declare that: (i) the contractual document signed by the Parties in the manner of signing mentioned above, contains a valid consent expressed in its contents, (ii) the receipt by the Bank of the contractual document thus signed, by the Client and sent to the Bank in the manner agreed by it, followed by the signature of the Bank's representative on the contract document, marks the

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transmis Bancii in modalitatea agreata de aceasta, urmata de aplicarea semnaturii reprezentantului Bancii pe documentul contractual, marcheaza momentul incheierii valabile a contractului si face dovada deplina a acordului de vointa exprimat valabil si neingradit de Parti pentru continutul acestuia.	moment of valid conclusion of the contract and makes full proof of the agreement of will expressed valid and not restricted by the Parties for its content.
Partile agreeaza ca, in cazul actelor aditionale sau altor documente ce trebuie consimtite dupa semnarea Contractului, consimtamantul Clientului poate fi exprimat, in masura permisa de lege (i) in orice alt mod specific canalului de comunicare agreat de Parti, din care sa reiasa consimtamantul Clientului, inclusiv prin exprimarea consimtamantului in cadrul apelului audio/video inregistrat de Banca, initiat in cadrul aplicatiilor si platformelor puse la dispozitie de Banca sau in alt mod prevazut de aplicatia/platforma/mijlocul electronic respectiv avand valoare egala cu acordul scris al Clientului si (ii) prin acceptare tacita, in cazul neprimirii unui raspuns din partea Clientului cu privire la modificarile comunicate si continuarea de catre Client a plasarii de Instructiuni in baza prezentului Contract.	The Parties agree that, in the case of additional acts or other documents that need to be consented after signing the Agreement, the Client's consent may be expressed, to the extent permitted by law (i) in any other manner specific to the communication channel agreed by the Parties from which the Client's specific consent shall be established, including by expressing consent in the audio / video call recorded by the Bank, initiated in the applications and platforms provided by the Bank, or otherwise provided by the application / platform / electronic means having value equal to the written agreement of the Client (ii) by tacit acceptance in case of non-receipt of a response from the Client regarding the communicated changes and the continuation by the Client of the placement of Instructions based on this Agreement.
(9) Consimtamantul Clientului pentru derularea contractului la distanta se exprima prin semnarea prezentului Contract respectiv a Anexei 3 -Cerere la prezentul Contract, precum si prin orice alte mijloace, inclusiv in cadrul contractelor/termenilor si conditiilor privind mijloacele electronice de comunicare, daca este cazul.	(9) The Client's consent for the performance of the distance contract is expressed by signing this Agreement and Appendix 3 - Application to this Agreement, as well as by any other means, including contracts / terms and conditions regarding electronic means of communication, if applicable.
Partile convin ca prezentul Contract se incheie doua exemplare originale din care unul va fi remis Clientului. in ipoteza incheierii Contractului in format electronic, toate Partile vor primi varianta electronica semnata a acestuia, prin canalul de comunicare agreat de Banca; contractul semnat in format electronic de catre toate Partile are valoare de original.	The Parties agree that this Agreement is concluded in two originals, one of which shall be remitted to the Client Parties; in the event of concluding the Agreement in electronic format, all Parties will receive its signed electronic version, through the communication channel approved by the Bank; the agreement signed in electronic format by all Parties has original value.

INFORMARE/FOR INFO

Art. 14. Anexe	**Art. 14. Appendices**
(1) Anexa 1 – - Tarife si comisioane aferente Serviciului, Anexa 2 - Conturile, Anexa 3 - Cerere, Anexa 4 - Testul de Oportunitate, Anexa 5 - Procura speciala, precum si orice noua anexa care inlocuieste o anexa completata de Client anterior fac parte integranta din prezentul Contract. (2) Partile vor actualiza anexele prin semnarea unor noi anexe fara incheierea unui act aditional la prezentul Contract. (3) Prezentul Contract inlocuieste orice conventie semnata anterior intre Parti avand acelasi obiect.	(1) Appendix 1 -Fees and commissions applied to Service, Appendix 2 – Accounts, Appendix 3 - Application, Appendix 4 - Appropriateness Test, Appendix 5- Special power-of-attorney, as well as any new appendix that replaces the appendix previously filled in by the Client are an integral part of the Agreement. (2) The Parties shall update the appendices by signing of new appendices without the conclusion of an additional act to the Agreement. (3) The present Agreement replaces any agreement signed before between the Parties having the same subject matter.

PENTRU INFORMARE/FOR INFO

Anexa 1 la Contractul cadru de intermediere si custodie titluri de valoare nr./Appendix 1 to Master Agreement for Securities Intermediation and Custody no. _____ din/ from _____

Tarife si comisioane aferente Serviciilor de Intermediere si Custodie Titluri de valoare/ Fees and commissions related to the Securities Intermediation and Custody Services

Formular valabil incepand cu data/ Valid starting with:
Prezentul formular inlocuieste Anexa depusa la data/ The present form replaces the Appendix attached to the contract on date _____ (se va completa daca este cazul)/ (filled in only if the case)

1. Deschidere Cont/Opening Account: gratuit/ free of charge

2. Comisioane piata primara pentru Titluri de stat / Primary market fees for Government bonds:

Piata locala / Local market	Piete externe / External markets
0,60% din suma adjudecata minimum 100 RON sau echivalentul in valuta decontarii / 0.60% of the auction, minimum 100 RON or equivalent in the settlement currency	0,60% din suma tranzactionata / 0.60% of the traded amount

Comisionul aferent fiecarei Tranzactii este comunicat Clientului telefonic inainte de preluarea ordinului. Acesta se calculeaza ca procent din valoarea de decontare a Tranzactiei si se incaseaza la data decontarii Tranzactiei./The fee related to each Transaction shall be communicated to the Client by telephone before the receiving of the Trading order. It is calculated as a percentage of the settlement value of the Trade and is cashed on the settlement date of Transaction.

3. A. Marja de tranzactionare maximala (inclusa in pretul Tranzactiei) aplicabila Tranzactiilor cu Titluri de stat, pe piata secundara locala si externa/Maximal spread (included in Transaction price) for Transactions with Government bonds on the secondary local and external market:

Marja de tranzactionare / Spread	
Marja de tranzactionare maximala, inclusa in pretul Tranzactiei / Maximal spread, included in Transaction price	Valoarea procentuala maximala / Maximal percentage value
	1%

Banca poate cumpara Titlurile de stat la un pret mai mic decat cel la care le revinde clientului si/sau le poate revinde la un pret mai mare decat pretul la care le-a cumparat de la Client. / The Bank buys the Government bonds at a lower price than the price at which it resells them to the Client and/or may resell them at a higher price than the price at which it bought them from the Client.

DE UZ INTERN / FOR INTERNAL USE

3. B. Comision de Tranzactionare aplicabil tranzactiilor cu obligatiuni corporative / Trading fee for Transactions with corporate bonds

Piata primara si secundara / Primary and secondary market	
Titluri de valoare cu maturitate reziduala sub 2 ani / Securities with a residual maturity of less than 2 years	0,60% din valoarea tranzactiei / 0,60% of the transaction value
Titluri de valoare cu maturitate reziduala peste 2 ani / Securities with a residual maturity over 2 years	1,20% din valoarea tranzactiei / 1,20% of the transaction value
Comisionul aferent fiecarei Tranzactii este comunicat Clientului telefonic inainte de preluarea ordinului. Acesta se calculeaza ca procent din valoarea de decontare a Tranzactiei si se incaseaza la data decontarii Tranzactiei. Formula de calcul a valorii comisionului per Tranzactie este: comision (%) * numarul de Titluri de valoare tranzactionate * pretul de achizitie (clean price[3] in valoare absoluta la care se adauga dobanda acumulata de la data ultimului cupon si pana la data decontarii). / The fee related to each transaction shall be communicated to the Client by telephone before the receiving of the trading order. It is calculated as a percentage of the settlement value of the trade and is cashed on the settlement date. The calculation formula of the trading fee is: fee (%)*number of traded securities*acquisition price (clean price in absolute value plus the accrued interest from the date of the last coupon to the settlement date).	

[3] **"**Clean price" reprezinta pretul de Tranzactionare care exclude dobanda acumulata pana la data decontarii. / "Clean price" represents the Transaction price that excludes interest accrued until the settlement date.

4. Comision de decontare a operatiunilor pe piata secundara / Secondary market settlement fee:

	Titluri de valoare – piata locala/ Securities – local market**	**Titluri de valoare – piete externe***/ Securities – external markets**
Tranzactii in contraparte cu RBRO/Trades through RBRo	**0**	**0**
Tranzactii in contraparte cu alti intermediari / Trades through other intermediaries	**100 RON/Instrument/Security**	**60 EUR/Instrument/Security**
Comisionul de decontare este platit la data decontarii pentru tranzactiile decontate, in moneda tranzactiei; calculat la cursul de schimb practicat de Banca. Comisionul fix se aplica pentru fiecare simbol/ISIN indiferent de valoarea tranzactiei /The settlement fee is due on settlement date for settled trades and charged in trade's currency; calculated at the exchange rate of the Bank. The fixed fee applies for each symbol/ISIN regardless of the transaction value.		

5. Comision de administrare si custodie/ Administration and custody fee:

Titluri de valoare – piata locala/ Securities – local market****	**Titluri de valoare – piete externe***/ Securities – external markets****
0,05% pe an/per year	0,25% pe an/ per year
Comisionul de administrare si custodie Titluri de valoare se aplica la valoarea activelor tinute in custodie la sfarsitul fiecarui trimestru; comisionul este	Comisionul de administrare si custodie Titluri de valoare se aplica la valoarea activelor tinute in custodie la sfarsitul fiecarui trimestru;

PENTRU INFORMARE/FOR INFO

calculat si retinut trimestrial prin impartirea comisionului anual de 0,05% la patru, respectiv 0,0125% pe trimestru. Valoarea in numerar a comisionului se calculeaza la preturile oficiale de inchidere pentru actiuni si unitati de fond si la valoarea nominala pentru instrumente cu venit fix (titluri de stat, obligatiuni), minim 50 RON/trimestru, la care se adauga cota TVA aplicabila./ The administration and custody fee for Securities is applicable to the value of assets under custody at the end of each quarter; the fee is calculated and retained quarterly by dividing the annual fee of 0.05% by four, respectively 0.0125% per quarter. The cash value of the fee is calculated on official closing price for shares and fund units and on the nominal value for fixed income instruments; minimum 50 RON/Quarter - the fees are subject to VAT.	comisionul este calculat si retinut trimestrial prin impartirea comisionului anual de 0,25% la patru, respectiv 0,0625% pe trimestru. Valoarea in numerar a comisionului se calculeaza la preturile oficiale de inchidere pentru actiuni si unitati de fond si la valoarea nominala pentru instrumente cu venit fix (titluri de stat, obligatiuni), minim 50 RON/trimestru, la care se adauga cota TVA aplicabila./ The administration and custody fee for Securities is applicable to the value of assets under custody at the end of each quarter; the fee is calculated and retained quarterly by dividing the annual fee of 0.25% by four, respectively 0.0625% per quarter. The cash value of the fee is calculated on official closing price for shares and fund units and on the nominal value for fixed income instruments; minimum 50 RON/Quarter - the fees are subject to VAT.

6. **Transfer de portofoliu/Portfolio transfer:** 100 RON pe instructiune/ per instruction

7. **Servicii speciale*/ Special services*:** 100 RON pe instructiune/ per instruction

*Serviciile speciale constau in procesarea operatiunilor de livrare fara plata (executare garantii prin apropriere, substituirea titlurile de valoare din acordurile repo/reverse repo) si procesarea ipotecilor (inregistrare ipoteca, substituire ipoteca, titluri in litigiu, transfer beneficiar ipoteca, transfer portofoliu titluri ipotecate, eliberare ipoteca)./ Special services consist of free of Payments transfers (collateral execution, repo substitution, and mortgages processing (recording the mortgage, portfolio transfer for mortgaged securities, transfer of mortgage for the beneficiary, mortgage release).

Banca nu primeste plati din partea unor parti terte in legatura cu serviciile de investitii furnizate, Banca precizand Clientului inainte de incheierea tranzactiei in situatia in care va primi o astfel de plata./ The Bank does not receive third party payments related to the services rendered, in case the Bank shall receive such a payment, it shall mention it to the client before a transaction is concluded.

Pentru o informare completa va rugam sa parcurgeti si exemplele de calcul al comisioanelor si tarifelor furnizate pe per instructionsite-ul Bancii: www.raiffeisen.ro la sectiunea Despre-noi/ Guvernanta Corporativa, https://www.raiffeisen.ro/ro/despre-noi/guvernanta-corporativa/mifid.html /For a complete review please also read carefully the examples of calculation of the commissions and fees, posted on the Bank's site: www.raiffeisen.ro at section Despre-noi/ Guvernanta Corporativa, https://www.raiffeisen.ro/ro/despre-noi/guvernanta-corporativa/mifid.html

** Titluri de valoare – piata locala inseamna Titluri de valoare emise pe piata locala./Securities – local market means Securities issued on the local market.
*** Titluri de valoare - piete externe inseamna Titluri de valoare emise pe piata internationala, inclusiv de catre emitenti locali./ Securities – foreign market" means Securities issued on the foreign market, also by local issuers.

PENTRU INFORMARE/FOR INFO

Anexa 2 la Contractul cadru de intermediere si custodie titluri de valoare nr./Appendix 2 to Master Agreement for Securities Intermediation and Custody no. _____ din/ from _____

CONTURI /ACCOUNTS

contul nr. /account no. _____ denominat in/denominated in RON;

contul nr. /account no. _____ denominat in/denominated in EUR;

contul nr. /account no. _____ denominat in/denominated in USD

Situatia conturilor de tranzactionare se va actualiza prin redactarea unei noi Anexe, care o inlocuieste pe precedenta si isi produce efectele de a data semnarii de ambele Parti, fara incheierea unui act aditional inte Parti./ The status of trading accounts shall be updated by drafting a new Appendix, which replaces the previous one without executing an addendum between Parties.

Banca este mandatata de Client sa genereze din aplicatiile sale informatice, in orice moment, extrase pentru conturile Clientului mentionate in prezenta Anexa. Extrasele de cont fac parte integranta din prezenta Anexa la contract./ The Client empowers through the present Agreement the Bank to generate from its IT applications, at any time, statements for the Client's accounts mentioned in this Appendix. The account statements are an integral part of this Appendix to the Agreement.

PENTRU INFORMARE/FOR INFO

Anexa 3 la Contractul cadru de intermediere si custodie titluri de valoare nr./Appendix 3 to Master Agreement for Securities Intermediation and Custody no. _____ din/ from _____

CERERE/*APPLICATION*

I. DESCHIDERE/ACTUALIZARE CONT DE CUSTODIE/*CUSTODY ACOUNT OPENING/UPDATING FORM*

☐ Formular initial/ *Initial form* ☐ Formular actualizare date/ *Client data update form*

☐ Cont de custodie deschis anterior/ *Custody account previously open*

1. Date de identificare/ *Identification details*

Persoana Fizica / *Private Individual* .....

posesor al/ id*entified by B.I/C.I.*/ pasaport seria/*passport series* ..... nr./*no* .....

CNP .....,

a carei pregatire profesionala este de/*whose professional background is*_____.

Datele de identificare de mai sus se completeaza cu cele furnizate in formularul pentru definire si actualizare date al Clientului/*The abovementioned ID details are supplemented by the data provided within the Form for identification and update of personal data of the Client.*

2. Clientul declara ca valoarea estimata a investitiei este de/*The client declares that the estimated value of the investment is* _____, iar scopul investitiei este/*and the purpose of the investment is* _____.

3. Clientul declara ca nivelul riscului pe care doreste sa si-l asume prin contactarea Serviciului de Intermediere cu privire la Titlurile de valoare este/*The Client declares that the level of risk he wants to assume by contacting the Intermediation Service regarding the Securities is* _____ (se va completa cu nivelul riscului, respectiv ridicat, mediu, scazut)/(*it will be filled in with the level of risk, respectively high, medium, low).*

II. CERERE INCHEIERE CONTRACT DE INTERMEDIERE SI CUSTODIE TITLURI DE VALOARE / *APPLICATION FOR CONCLUSION OF THE INTERMEDIATION AND CUSTODY AGREEMENT FOR SECURITIES*

Subsemnatul solicit incheierea ☐„fata in fata" / ☐ la distanta a Contractului de intermediere si custodie titluri de valoare. / *The undersigned request the conclusion* ☐*"face to face" /* ☐*at a distance of the Agreement for the intermediation and custody of securities.*

A. **In cazul contractului incheiat fata in fata:** Subsemnatul[1] solicit furnizarea informatiilor, in mod gratuit, pe suport durabil – hartie. Subsemnatul declar ca odata cu prezentarea propunerii de a incheia Contractul, in vederea informarii mele complete, corecte si in timp util am primit pe suport de hartie documentele enumerate mai jos. Subsemnatul am luat la cunostinta despre posibilitatea de a solicita transmitea documentelor in format electronic, prin utilizarea adresei de e-mail declarata in relatia cu banca si prin intermediul website-ului./ ***In the case of a face-to-face contract****: I, the*

[1] Daca clientul bifeaza acest punct i se va printa in intregime documentatia enumerata la punctele 1 si 2;/ If the client ticks this point, the documentation listed in "Documents" section will be printed completely;

PENTRU INFORMARE/FOR INFO

undersigned, request the provision of information, free of charge, on durable medium – paper. I, the undersigned, declare that with the submission of the proposal to conclude the Contract, for my complete, correct and timely information, I have received on paper the documents listed below. I, the undersigned, am aware of the possibility of requesting the transmission of documents in electronic format, by using the declared e-mail address declared in relation to the bank and through the website.

☐ **Acord Format Electronic.** Subsemnatul[2] imi exprim acordul expres pentru furnizarea informatiilor pe suport durabil altul decat hartia si/sau prin intermediul website-ului, prin utilizarea adresei de e-mail declarata in relatia cu banca, fara a primi informatiile si pe suport de hartie./ ***Electronic format consent.*** *I, the undersigned, express my express consent to provide the information on a durable medium other than paper and / or through the website, by using the e-mail address declared in relation to the bank, without receiving the information on paper.*

B. In cazul contractului incheiat la distanta/ *In the case of a distance contract*:

☐ **Acord contract la distanta si format electronic.** Subsemnatul[3] sunt de acord cu incheierea Contractului la distanta, prin folosirea de mijloace de comunicare la distanta, fara a ma afla fata in fata cu un reprezentant al Bancii. Subsemnatul consimt expres la primirea tuturor informatiilor pe suport durabil altul decat hartia si/sau prin intermediul website-ului prin utilizarea adresei de e-mail declarata in relatia cu banca./ ***Distance contract consent and electronic format.*** *I, the undersigned, agree to conclude the Distance contract, by using means of distance communication, without being face to face with a representative of the Bank. The undersigned expressly consents to receiving all information on a durable medium other than paper and/or through the website by using the e-mail address declared in relation to the bank.*

☐ **Acord executare Contract[4].** Subsemnatul imi exprim acordul expres pentru derularea la distanta a Contractului si sunt de acord cu executarea acestuia inainte de expirarea termenului de 14 zile de denuntare unilaterala prevazut de lege. / **Contract Performance Consent**. I, the undersigned, express my express agreement for the remote performance of the Contract and agree with its execution before the expiry of the 14-day period of unilateral termination provided by law.

PENTRU INFORMARE/HOP INFO

[2] Daca clientul bifeaza acest punct, i se va transmite emailul de informare initiala la adresa de email declarata in relatie cu banca./ *If the client ticks this point, the initial information email will be sent to the email address declared in relation to the bank.*

[3] Se va bifa atunci cand contractul nu se semneaza olograf, fata in fata cu clientul./ *It will be ticked when the contract is not signed handwritten, face to face with the client.*

[4] Se va bifa atunci cand Clientul doreste achizitionarea de titluri de valoare inainte de expirarea termenului de denuntare./ *It will be ticked when the Client wants to purchase securities before the expiration of the termination term.*

In cazul transmiterii informatiilor in format electronic, atat in cazul contractului incheiat fata in fata cat si a contractului incheiat la distanta, declar ca odata cu prezentarea propunerii de a incheia Contractul, in vederea informarii mele complete, corecte si in timp util am primit in format electronic, la ultima adresa de e-mail declarata in relatia cu banca, documentele enumerate mai jos./ *In the case of transmitting information in electronic format, both in the case of the contract concluded face to face and the distance contract, I declare that with the submission of the proposal to conclude the Contract, in order to be informed, completely, correctly and in due time, I received in electronic format, at the last e-mail address declared in relation to the bank, the documents listed below.*

Subsemnatul am luat cunostinta ca documente mentionate la literele a)-e) de mai jos, pot fi consultate si descarcate pe toata durata derularii contractului cu Banca la adresa mentionata mai jos, https://www.raiffeisen.ro/ro/despre-noi/guvernanta-corporativa/mifid.html./ *I, the undersigned, acknowledge that the documents referred to in letters a) to e) below may be consulted and downloaded throughout the duration of the contract with the Bank at the address mentioned below, https://www.raiffeisen.ro/ro/despre-noi/guvernanta-corporativa/mifid.html .*

Documente/ Documents:

a. Document de informare cu privire la costurile estimative aferente titlurilor de valoare si serviciului de intermediere si custodie/ *Information document on estimated costs of securities and intermediation and custody service;*

b. Documentul de prezentare MiFID II al Raiffeisen Bank S.A/ *MiFID II presentation document of Raiffeisen Bank S.A;*

c. Politica de executare a ordinelor a Raiffeisen Bank S.A. aplicabila Clientilor care sunt incadrati in categoria Retail si Profesionali conform formularelor Bancii completate de Client/ *Raiffeisen Bank S.A.'s order execution policy applicable to Clients who are classified as Retail and Professional according to the Bank's forms filled in by the Client;*

d. Termenii si conditiile contractului de intermediere si custodie titluri de valoare; si / *Terms and conditions of the securities intermediation and custody agreement for securities; and*

e. Documentul cu informatii precontractuale/ Pre-contractual information document
f. Testul de oportunitate, rezultatul acestuia si avertismentele aferente (daca este cazul)/ *Appropriateness test, its result and related warnings (if applicable).*

PENTRU INFORMARE/FOR INFO

Clientul poate solicita oricand in agentie, pe perioada derularii Contractului, punerea la dispozitie, in mod gratuit a documentelor pe suport de hartie./ *The Client may request at any time in agency, during the performance of the Agreement, the provision on paper of the documents, free of charge.*

Prezenta cerere face parte integranta si se completeaza cu prevederile Contractului cadru de intermediere si custodie titluri de valoare./ *This application is an integral part and is completed with the provisions of the Intermediation and Custody Master Agreement for securities.*

Se va completa de un reprezentant autorizat al Raiffeisen Bank S.A./ *Shall be filled in by an authorized representative of Raiffeisen Bank S.A.*

Cerere deschidere de cont/ Account opening request

Subsemnatul reprezentant autorizat al Bancii, prin prezenta solicit deschiderea contului pentru Client si confirm ca am obtinut suficiente informatii despre client in vederea respectarii cerintelor ASF/BNR, a organismelor de autoreglementare, precum şi a responsabilitatilor mele profesionale./ *The undersigned, as Bank's authorised representative, hereby request to open securities account for the Client and I hereby state that the Client provided relevant information according to FSA/ NBR requirements and any other statutory authorities regulations, as well as according to my professional responsabilities.*

PENTRU INFORMARE/FOR INFO

Anexa 4 la Contractul cadru de intermediere si custodie titluri de valoare nr./Appendix 4 to Master Agreement for Securities Intermediation and Custody no. _____ din/ from _____

TESTUL DE OPORTUNITATE/APPROPRIATENESS TEST

PENTRU INFORMARE/FOR INFO

Anexa 5 la Contractul cadru de intermediere si custodie titluri de valoare nr./Appendix 5 to Master Agreement for Securities Intermediation and Custody no. _____ din/ from _____

PROCURA SPECIALA

Subsemnatul (a) _____, prin prezenta imputernicesc cu puteri depline pe _____, cetatean roman, nascut(a) la data de _____, in _____ cu codul numeric personal _____, domiciliat(a) in _____„ care se legitimeaza cu CI/BI seria ____, nr. _____, emis la data de _____ de Sectia de Politie _____, valabil pana la data de _____, pentru ca, in numele meu si pentru mine, sa faca toate demersurile necesare si legale in fata Raiffeisen Bank SA (denumita in continuare **„Banca"**) in legatura cu Contractul cadru de intermediere si custodie titluri de valoare nr. _____/ _____ incheiat de mine cu Banca (**„Contractul cadru"**), pentru derularea Contractului cadru:

Pentru indeplinirea prezentului mandat, mandatarul meu, in calitate de Reprezentant Autorizat al meu, este imputernicit, in mod expres:
- sa transmita Instructiuni, sa solicite si sa primeasca/ridice rapoarte si confirmari/notificari/formulare de tranzactionare;
- sa semneze in numele meu si pentru mine orice document solicitat de Banca (cereri, Instructiuni, declaratii, teste etc.), dar fara a se limita la, completarea oricaror formulare necesare cu Banca, in scopul transmiterii Instructiunilor, semnatura sa fiindu-mi opozabila;
- sa formuleze cereri, sa dea declaratii pentru derularea tranzactiilor, precum si luarea la cunostinta a oricaror avertismente aferente respectivelor tranzactii, declaratiile acestuia fiindu-mi opozabile.

Declaratii ale Mandantului
Prin prezenta, eu mandantul, declar pe propria raspundere, cunoscand prevederile legale privind falsul in declaratii, urmatoarele:
1) ma oblig sa transmit orice document solicitat de catre Banca si, daca este cazul, sa depun documentele modificate;

SPECIAL POWER OF ATTORNEY

The undersigned _____, hereby grant power of attorney to _____, Romanian citizen, born in dated _____, in _____ with the personal numerical code _____, domiciled in _____, which is identified with CI / BI series _____, no ._____, issued on _____ by the Police Station _____, valid until. _____, so that, on my behalf and for me, to make all the necessary and legal steps before Raiffeisen Bank SA (hereinafter referred to as the **"Bank"**) in connection with the Master Agreement for securities intermediation and custody no. _____ / _____ concluded by me with the Bank (the **"Master Agreement"**), for the performance of the Master Agreement:

To fulfill this power of attorney, my Attorney-in-fact, in its capacity of my Authorized Representative, is expressly empowered:
- to transmit instructions, to request and to receive/ to collect reports and confirmations/ notifications/ trading forms;
- to sign on my behalf and for me any document requested by the Bank (applications, Instructions, statements, tests etc.), but not limited to, filling in any forms necessary with the Bank, for the purpose of transmitting the Instructions, its signature being enforceable against me;
- to formulate applications, to give statements for the development of transactions, as well as to take note of any warnings related to the respective transactions, its statements being enforceable against me.

Representations of the Grantor
I, the grantor, hereby, represent knowing the legal provisions regarding false statement or perjury when under penalty or perjury, the following:
1) I undertake to send any document requested by the Bank and, if necessary, to submit the amended documents;

PENTRU INFORMARE

2) am comunicat informatiile privind prelucrarea datelor cu caracter personal de catre Banca si Mandatarului, la momentul inmanarii prezentului document, in vederea luarii la cunostinta de catre acesta a intinderii mandatului acordat, precum si faptul ca informatii suplimentare referitoare la aceasta activitate pot fi obtinute prin accesarea paginii dedicata Politicii Raiffeisen Bank S.A. privind prelucrarea datelor cu caracter personal si confidentialitatea datelor (link https://www.raiffeisen.ro/ro/despre-noi/politica-de-confidentialitate.html)

2) I communicated the information regarding the processing of personal data by the Bank and the Attorney-in-fact, at the time of handing over this Power of attorney in order for him to take note of the extension of the power of attorney granted, as well as the fact that additional information regarding this activity can be obtained by accessing the webpage dedicated to the Raiffeisen Bank SA Policy regarding the processing of personal data and data confidentiality (link https://www.raiffeisen.ro/ro/despre-noi/politica-de-confidentialitate.html).

3) declar ca toate informatiile prezentate in prezentul document sunt reale, corecte si complete si recunosc dreptul Bancii ca, in caz de declaratii false, sa sesizeze autoritatilor competente acest fapt.

3) I declare that all the information presented in this document is real, correct and complete and I recognize the right of the Bank that in case of false declarations, to notify the competent authorities of this fact.

Mandatul este netransmisibil.
Mandatul este valabil pana la data denuntarii prezentului Contract cadru in conformitate cu art. 3 alin (1) sau pana la data revocarii acestuia de catre mandant.
Termenii scrisi cu majuscule si nedefiniti in aceasta Procura speciala au intelesul din Contractul cadru.
Pentru aducerea la indeplinire a prezentului mandat, mandatarul meu va semna in numele meu si pentru mine oriunde va fi necesar, in limitele prezentului mandat, semnatura sa fiindu-mi opozabila.

The mandate is non-transferable.
The mandate is valid until the termination of the present Master Agreement in accordance with the article 3 (1), unless previously revoked by the grantor.
The terms written in capital letters and not defined in this Power of Attorney have the meaning of the Master Agreement.
In order to carry out this power of attorney, my Attorney-in-fact will sign on my behalf wherever necessary, within the limits of this Power of attorney, his signature being opposable to me.

Subsemnatul imi asum obligatia de a informa Banca cu privire la orice modificare a datelor mentionate in prezenta Anexa privind mandatarul meu; am luat la cunostinta ca orice astfel de modificare este opozabila Bancii doar de la momentul la care Subsemnatul am depus la Banca in original prezenta Anexa continand aceste modificari.

The undersigned undertake the responsibility to inform the Bank of any modification of the data specified in this Appendix, regarding the Attorney-in-fact; I acknowledge that any of these modifications is to be considered valid by the Bank only at the moment the undersigned deposits at the Bank in original the present Appendix which contains the modifications.

Informarea mandatarului cu privire la prevederile contractuale ramane in sarcina mea.

Informing the Attorney-in-fact on the contractual provisions remains in my duty.

Protectia datelor cu caracter personal („Date personale")
Am luat la cunostinta ca Datele personale ale mandantului se vor prelucra de catre Banca in conditiile Regulamentului (UE) 2016/679 privind protectia persoanelor fizice in ceea ce priveste

Personal Data Protection ("Personal Data")
I the undersigned acknowledge that the Personal data of the Attorney-in-fact will be processed by the Bank as per Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free

PENTRU INFORMARE/FOR INFO

prelucrarea datelor cu caracter personal si privind libera circulatie a acestor date si de abrogare a Directivei 95/46/CE (**„Regulamentul”**), in scopul executarii Contractului, al indeplinirii obligatiilor legale, precum si in scopuri legitime (ex. prevenirea fraudei, realizarea raportarilor interne, aplicarea masurilor de analiza a clientelei conform legislatiei aplicabile etc.).

Ma oblig sa informez direct, conform art. 12 si 13 si 14 din Regulament, reprezentantii, colaboratorii, persoanele implicate in executarea Contractului, persoanele de contact salariatii imputerniciti in relatia cu Banca cu privire la prelucrarea Datelor lor personale de catre aceasta din urma, pentru scopurile mentionate anterior.

In executarea acestei obligatii, subsemnatul ma oblig sa imi informez persoanele mentionate mai sus in ceea ce priveste prelucrarea datelor lor cu caracter personal de catre Banca utilizand nota de informare mentionata in cadrul *Politicii privind prelucrarea si confidentialitatea datelor* , sectiunea 2.3 cu privire la parteneri contractuali, disponibila la urmatorul link: https://www.raiffeisen.ro/ro/despre-noi/politica-de-confidentialitate.html

Am luat la cunostinta ca Banca asigura standardele de securitate cu privire la prelucrarea Datelor personale conform art. 32 din Regulament, prin luarea si aplicarea tuturor masurilor tehnice si operationale adecvate in vederea protejarii Datelor personale impotriva oricaror distrugeri accidentale sau ilegale, pierderi, modificari, dezvaluiri sau acces neautorizat si impotriva procesarii ilegale.

movement of such data and repealing Directive 95/46 / EC (the **"Regulation"**), for the purpose of performing the Agreement, fulfilling its legal obligations, and for legitimate purposes (e.g. fraud prevention, internal reporting, application of client analysis measures under applicable law etc.).

The undersigned I undertake to the obligation to inform directly, according to art. 12 and 13 and 14 of the Regulation, the representatives, collaborators, persons involved in the execution of the Contract, contact persons / employees empowered in relation to the Bank to process their Personal Data by the latter for the purposes mentioned above.

In fulfilling this obligation, the undersigned undertake to the above named persons regarding the processing of their personal data by the Bank using the information note mentioned in the Data Processing and Confidentiality Policy, Section 2.3 on Partners contract, available at the following link: https://www.raiffeisen.ro/ro/despre-noi/politica-de-confidentialitate.html.

I acknowledged that the Bank shall provide security standards for the processing of Personal Data in accordance with Art. 32 of the Regulation by taking and applying all appropriate technical and operational measures to protect Personal Data against any accidental or unlawful destruction, loss, alteration, disclosure or unauthorized access and against unlawful processing.

PENTRU INFORMARE/FORMULAR