September 2024 Version

Terms and conditions of the Intermediation and custody Master Agreement for Certificates

The present document does not represent an offer or an agreement and does not create obligations for Raiffeisen Bank. S.A.

The document is made available to the client for information purposes according to the legal requirements.

In order to conclude an agreement, please contact the relationship manager.

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.

"Certificates" means securities offered by the Bank, which can be traded on the capital market (with the exception of payment instruments), which confer the right to buy or sell securities or which give rise to a cash settlement established in relation to transferable securities, currencies, interest or return rates, shares, commodities or other indices or units of measurement, issued by Raiffeisen Bank International A.G. depending on the Bank's offer but not limited to (i) investment certificates that track the performance of the underlying asset without leverage, (ii) leveraged certificates that track the performance of the underlying asset with leverage. The category of Certificates excludes corporate bonds such as bonds issued by RBI, which are intermediated by the Bank based on another specific contract.

„GBC" 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;

„Certificates Account" means a custody account used for the custody and administration of Certificates for the Client, based on this Agreement as well as for the custody of other securities, based on specific contracts;

"Central Depository" means the institution that provides services for safekeeping, register, clearing and settlement of transactions with financial instruments, as well as other operations related to 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.

Key Information Document – DIE/KID" – document prepared by the issuer of the certificates presenting the risks, benefits and costs of the Certificates issued by it and made available by the Bank on the Raiffeisen Bank website https://www.raiffeisen.ro/ro/corporatii/produse-si-servicii/investitii/distributie-certificate-externe.html.

"Electronic Format" means any durable medium, as defined below, other than paper.

„Instruction" means a firm order sent to the Bank regarding the transactions and Services subject matter of the present Agreement, 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;

„**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;

„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 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) PRIIP Regulation, as it is defined below, 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 Regulation" 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.

"RBI" means Raiffeisen Bank International A.G., a credit institution with its headquarters at Am Stadtpark 9, 1030 Vienna, Austria, registered with the Vienna Commercial Court (Handelsgericht Wien) under no. FN 122119 m, the issuer of the Certificates.

"Inducement" – fees and commissions paid or other types of benefits received by the Intermediary from a third party, including RBI, if any, in connection with the Service.

"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.

„Business Day" means a day in which the Bank is opened for activity with the public.

Art. 2. Object of the contract
(1) The object of the Contract consists in the provision of the Intermediation Service and the Custody Service by the Client's Bank, regarding the Certificates, within the limits and according to the terms and conditions provided in this Agreement. These services are generically referred to as the "**Service"** and are performed with the payment by the Client of the related tariffs and commissions provided in Annex 1 – "*Fees and commissions"* to this Agreement.

(2) **The Intermediation Service** represents the investment service and activity provided by the Client's Bank, in relation to the Certificates that are found in the Bank's offer, for the segment to which the Client belongs and for which the Client is eligible according to the applicable Legislation and the documents of the respective issue.

The Intermediation Service includes the receipt and transmission and/or execution of the Client's orders, as the case may be, respectively the performance of operations by the Bank on behalf of the Client, with and in connection with the Certificates. The transactions and operations carried out have the effect of acquiring/selling the Certificates (i) on the primary market by participating in public auctions and subscriptions, or by private placements (ii) on the secondary market, in counterparty with the issuer of the Certificates, RBI, depending on the Bank's offer and the Bank's order execution policy.
The Bank informs the Client that it will execute the transactions with Certificates through RBI. When selecting RBI, the Bank aimed to reduce the intermediation chain, the costs associated with execution, as well as to benefit from RBI's quality as a liquidity provider for unlisted certificates.

(3) **The Custody Service** represents the auxiliary investment service consisting of the custody and administration of the Certificates on behalf of the Client, including custody and ancillary custody services, which includes, but is not limited to, operations performed by the Bank, on behalf of the Client. The Custody Service is provided by the Bank with respect to the Certificates, highlighted in the Certificates Account.

4) The object of the Contract and implicitly the Custody Service, exclude the deposit of funds belonging to the Clients and any investment advisory service.

(5) The Custody Service is provided under this Agreement, directly or indirectly through the sub-custodian appointed by the Bank, based on the relevant agreements concluded by it with third parties. The Custody Service may be detailed or limited by the Client Instruction and may consist of:

a) safekeeping of the Certificates owned by the Client by maintaining a separate and segregated Certificate Account opened in the name of the Client and highlighting the rights in relation to the Certificates;
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 will be made based on the 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 events of the issuers of financial instruments, in accordance with the obligation provided by the Applicable Legislation;
d) assisting the Client and facilitating the exercise of the Client's rights in relation to the Certificates, including those resulting from corporate events in accordance with the Applicable Legislation.

(6) The Bank informs the Client that it has appointed RBI as global custodian (subcustodian agent) for foreign 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.

Art. 3. Duration of the Agreement
(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 Certificates evidenced in the Certificates Account, the Client will not be able to establish a termination date of the Contract prior to the transfer of the Certificates evidenced in the Certificates 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 Certificates evidenced in the Certificates Account, the Bank will establish in the notice of termination a term in which the Client will transfer the Certificates.
c. by termination by the Bank, in case of non-compliance by the Client with the obligations assumed by this Agreement and for the cases, expressly provided for by GBC, of termination of the current account contractual relationship, currently regulated in Article 3.6.3. letters a)-d) of the GBC. The contract will be terminated by operation of law, without the need for formal notice, without the intervention of the court of law and without other prior formalities, judicial or extrajudicial; The Bank notifies the Client about the termination of the contract within a reasonable period of time after the termination of the Contract.
d. in any other cases expressly provided for in this Agreement or by law.

(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 from the date of transmission of the documents provided in Appendix 3 - Application if they are transmitted after the conclusion of the Agreement. The termination is made by sending a notification to the Bank, 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 Certificates 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, together with the appreciation/depreciation of the Certificates, resulting from their valuation at the market prices at the time of termination, supporting also all the fees and commissions related to the operation and administration of the Certificates 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 Certificates 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 Certificates from the Client's Certificates Account towards a different custodian appointed by the Client. The Client shall instruct the new custodian 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.

Art. 4. Obligations, rights and liability of the Bank

4.1. Obligations and rights of the Bank

(1) Based on this Agreement and the request to open the Certificates Account, the Bank will open, operate and maintain in the name and for the Client a Certificates Account in the secondary register managed by the Bank, in order to register and transfer the Certificates, existing in dematerialized form.

(2) The Bank shall ensure the registration of entries in the related register regarding all operations performed in the Client's account and shall keep, off-balance, a record of the movements in the Client's Certificates account, as well as of its balance based on the operations ordered by the Client and the primary documents related to the operations on the primary and secondary market.

(3) The Bank shall perform all operations with and in connection with the Certificates in the name and on the account of the Client, based on the provisions of this Agreement and the firm and irrevocable Instructions of the Client, for each operation, transmitted to the Bank in a form acceptable to the Client and in compliance with the deadlines imposed by the Applicable Legislation and by the Bank's forms.

(4) The Bank shall credit the Client's Account with the amounts received by the Client and debit the Client's Account with the amounts owed by the Client, for the operations with Certificates performed in accordance with this Agreement. To this end, the Client hereby empowers the Bank to debit its accounts with the necessary amounts. The Bank will provide Account statements in accordance with the specific contract concluded between the Client and the Bank regarding the opening and operation of current accounts.

(5) The Bank has the right, according to the Client's authorization given by this Agreement, to make available the amounts necessary to carry out the operations with Certificates and the payment of the related fees and commissions, amounts existing either in the current account or in the Client's deposit accounts, according to

the Client's Instructions. The Bank will carry out operations on behalf of the Client only within the limit of the amounts existing in the Client's accounts, the Bank not committing itself in any way with its own funds.

(6) The Bank shall establish its own commissions and fees charged in connection with each operation and with the administration of the Certificates Account in accordance with its pricing policy.

(7) The Bank has the right to refuse to execute the instructions for the transfer of Certificates or to execute trading orders with Certificates under the conditions in which the Client does not fulfil the obligations provided in this Agreement.

(8) The Bank may cancel the Instructions received from the Client that do not meet the substantive and formal conditions established by the Bank's forms or for which the Client has not returned the signed transaction form, notifying the Client of the reasons for the cancellation. The bank will not be liable for the failure to perform its obligations in this situation within the deadline.

(9) The Bank shall record in its own books and shall issue to the Client Account statements related to the settlement of transactions with Certificates according to the specific current account agreement.

(10) The Bank declares and guarantees to the Client that the Certificates held in the Certificates Account and the money in the Account are not and will not be considered the assets of the Bank, under any circumstances, including, but not limited to, cases of insolvency or bankruptcy of the Bank. The Bank declares and warrants that the Certificates shown in the Certificates Account are not and will not be subject to any right, privilege, encumbrance or mortgage, under this Agreement, in favour of the Bank or its creditors or in favour of any liquidator or receiver that may be appointed in the event that the Bank enters bankruptcy or reorganization proceedings or any other similar proceeding, except for any payment request/claim in connection with the custody or administration of the Certificates and with the funds exceptionally submitted/advanced on behalf of the Client by the Bank.

(11) The Bank shall separately record the Certificates held in the Certificates Accounts and the amounts held in the Account in relation to the assets of other Clients and to the assets of the Bank.

(12) The Bank shall not use the Certificates kept in the Certificates Account without the prior express consent of the Client and expressed in writing and only under the conditions agreed with the Client.

(13) The Bank shall not make use of any of the financial instruments it holds in custody or the rights arising therefrom and shall not transfer these financial instruments without the express consent of the Client.

(14) The Bank shall return to the Client, at his request, the financial instruments entrusted in accordance with the provisions of this Agreement.

Notwithstanding the foregoing, the Client grants the Bank the right, without the Bank having the obligation (i) to withhold and offset any amount deposited in the Account and (ii) to withhold and expressly mandate to alienate any Client Certificate to pay any claim, cost, debt due in connection with this Agreement and unpaid by the Client, including for the amounts, respectively the Certificates necessary to be paid by the Client in order to settle the Instructions to third parties through the Bank. This article supplements, without prejudice, the Bank's right of set-off set out in the GBC.

The Client authorizes the Bank, by this Agreement, and the Bank may, without being obliged to do so, carry out transactions for the purchase of Certificates in the name and on behalf of the Client, in the event that the Client, exceptionally, on the settlement date, does not have sufficient Certificates in the Certificates Account necessary to settle a sale transaction carried out based on a previous Instruction sent to the Bank in

accordance with the specific procedures of the system through to whom the settlement was instructed. The Bank will notify the Client before purchasing the necessary Certificates.

The Client expressly consents to the use of the Certificates, held by him in the Certificates Account, for carrying out special/imposed sale transactions, in accordance with the regulations of the settlement system operator, and in case the Client does not fulfill his/her payment obligations related to the transaction settlement operations.

(15) The Bank shall inform the Client about any corporate event and the rights he/she may exercise. The information refers to the Certificates, according to the legal obligations of the Bank. The information may refer, without attracting any obligation or liability in this regard on the part of the Bank, to other financial instruments that are not found in the Certificates Account, and they may be communicated on an intermittent basis. The information that the Bank sends comes only from official, local or international sources and does not commit the Bank directly or indirectly. For corporate events that consist of collecting benefits in the form of interest or other amounts due related to the Certificates, the Client grants the Bank an express mandate by signing this Agreement, to collect them on its behalf. The Bank will make the payment of the benefits related to the financial instruments paid by the issuers within the limit of the amounts received from the global custodian or the issuer's paying agent.

(16) In the event that an express mandate and/or an Instruction of the Client is required for the registration of a corporate event or the exercise of a right related to the Certificates, the Bank shall register the respective corporate events/exercise the respective rights only on the basis of the Client's Instruction/compliant mandate;

4.2 Limitation of the Bank's liability

(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 fact that the Bank has provided the Service to the Client in accordance with the Applicable Law, unless the loss, liability or cost is caused by gross negligence, bad faith or fraud committed by the Intermediary while acting in accordance with the corresponding Client's Instructions.

(2) For the avoidance of doubt, the Bank shall be liable exclusively for the direct damage, and shall not cover the indirect, incidental, potential damage, or loss of any business opportunity.

(3) The Bank shall not be held liable for any loss or damage suffered by the Client, as a result of the transmission by the Client of erroneous or incomplete information, as a result of the late transmission of the information to the Bank or the failure to transmit the information to the Intermediary, according to the obligations assumed by the Contract.

(4) The Bank shall not be liable for any loss, liability or cost which the Client may suffer or incur as a result of the negligence, wilful non-compliance or fraud committed by any third party (including any other provider, agent, any other entity of the Certificate trading market, depositary) which the Bank has appointed and which may act on behalf of the Bank's, in connection with this Agreement, but without complying with its instructions. In these situations, the Intermediary will be liable only for the lack of diligence proven in the selection, designation and periodic verifications of the activity of the respective third party, as well as for the instructions given to him, if applicable.

(5) The Bank shall be fully indemnified by the Client for any loss, obligation, claim, expense, tax or any other legal fee arising directly or indirectly from (i) the provision by the Intermediary of the Service in accordance with the Applicable Law as well as the provisions of the Agreement or (ii) from the Intermediary's fulfilment of

any Instruction in accordance with the Applicable Law, as well as the provisions of the Agreement or (iii) the provision by the Intermediary of the Services based on the information, statements, notifications, orders or Instructions submitted by the Client.

(6) Any compensation expressly granted to the Intermediary, deriving from the Contract, shall be added to, without prejudice or diminish, any other compensation to which the Bank is legally entitled.

(7) The Bank shall not be liable in any way 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 requirements, as set out in the Instructions and in this Agreement, the Bank shall have no responsibility to carry out such settlement on a delivery against payment basis, although the Bank shall attempt to do so on the basis of the principle of all due diligence.

(8) The Bank shall not be held responsible for verifying whether the Client's Instructions are in accordance with the legal requirements or the terms established regarding the relevant Certificates, nor for informing the Client about changes in the legislation in force or the conditions established regarding the relevant Certificates.

(9) Both RBI and the Bank shall not be held liable for any claims made by third parties as a result of the Client's Instructions regarding the Certificates held. The Bank does not represent the Client in court and is not obliged to intervene in any claim or action in court having as object the Certificates.

(10) The Bank does not accept any responsibility for the rights and obligations of the Client as owner of the Certificates, nor is it responsible for the financial results of the transactions with Certificates carried out by the Client.

(11) The Bank is not obliged to clarify or confirm the financial situation or legal status of the issuer or guarantor of the Certificates named in the Client Instruction or the validity of the Certificates and accepts no responsibility for the validity of the Certificates.

(12) The Bank does not make any statement or guarantee regarding the accuracy of the completeness and correctness of the information regarding corporate events. The bank is not held responsible for such information. The Bank is not responsible for crediting the amounts related to the corporate events to the Client's account except to the extent that the Bank has received them in turn.

(13) The Bank shall not be liable for the cessation of operations and financial losses suffered by the Client, if they are caused by events beyond the control of the Bank, including but not limited to war, insurrection, revolution, civil or military conflict, pandemic, epidemic, sabotage, changes in legislation, regulations and orders issued by governmental bodies, strike, employers' strike or any workforce related issue, blockage, mechanical interruptions, failure of computers or computer system, failure of equipment, failure or malfunction of media communication systems, disruptions in the operation of postal services, electrical communications or electricity supply that are not under the control of the Bank, which prevent the execution of operations/transactions/Instructions and which did not result directly from the failure of the Bank to fulfil its obligations.

(14) The Bank may take or refrain from taking an action if the Intermediary deems it necessary to comply with the Applicable Law.

(15) The Applicable Legislation and any action or omission performed by the Intermediary in order to comply with the Applicable Law are enforceable against the Client. None of its Intermediaries, affiliates, agents, officers or employees shall be liable for any losses suffered by the Client due to non-performance, partial

performance or delays in the performance of obligations under the Agreement (or transactions concluded under it) if they arise from actions taken by the Intermediary for the purpose of complying with the Applicable Law.

(16) The Bank shall not be obliged to initiate legal proceedings or to take legal action against RBI or any other issuer in case of non-fulfilment of any of their obligations. The Bank is not obliged to intervene in any claim or action in court having as object the Certificates.

Art. 5. The obligations, representations and warranties of the Client

5.1. Client's obligations

(1) The Client undertakes to make available in full and on time to the Bank, in the Certificate Accounts/Accounts, the amounts/Certificates necessary for the execution of transactions, the performance of operations and/or the settlement of each transaction with Certificates instructed by the Client and the payment of the related commissions and tariffs, on the date of transmission of the Instruction by the Client or on the day of submission by the Bank of the Client's intention to purchase at auction/public offer or private placement, as applicable.

(2) The Client undertakes to pay to the Bank all the commissions and tariffs practiced by the Bank in accordance with the provisions of this Agreement in connection with each operation and with the administration of the Certificates Account.

(3) Compliance with the payment obligations assumed by the Client towards the Bank is an essential condition for the conclusion and performance of the Contract, the non-payment of the amounts due at the due date entailing the forfeiture of benefit of any terms stipulated in his favour, the Client shall be in default by operation of law without the need to fulfil any other formality in this regard. The Client authorizes the Bank to make available the amounts necessary to carry out the operations in any account of the Client (current or deposit) opened at the Bank and to automatically debit any of his/her account with the amounts mentioned in para. (1) and (2). If, in order to settle a transaction instructed by the Client, the Bank is forced to resort to risk management measures in relation to the central depository or issuer, the Client will owe the Bank compensation representing any commissions, fees, penalties incurred by the Bank related to the application of those measures, including and without limitation the transaction correction fees, if applicable.

(4) The Client has the obligation to verify all confirmations, statements or any other communications received from the Bank based on this Agreement and to communicate to the Bank any inconsistency within 48 hours of their receipt. After the expiry of this term, the data shall be considered appropriated by the Client.

(5) The Client is obliged to provide the Bank with any information and any document that may be required for (i) the fulfilment of the obligations assumed by the Parties under this Agreement, (ii) to be communicated to any governmental authority or body in accordance with the Applicable Legislation.

(6) The Client is responsible for any damage or other consequences, if the Instructions given to the Bank by the Client are not in accordance with the Applicable Legislation or with the Bank's requirements for Instructions.

(7) The Client assumes full responsibility for the payment of taxes and other tax obligations related to the operations with Certificates, established by law in his charge. In the situations provided by the applicable legislation, the Bank will calculate and withhold at source the income tax due by the investor from the capital gain, which will be declared and paid by the Bank to the state budget by the 25th of the month following the month in which it was withheld, any other tax obligations being the exclusive responsibility of the Client.

(8) During the duration of this Agreement, the Client shall open and maintain in the Bank's records an Account/Accounts in order to make payments and receipts related to the operations with Certificates and to pay the fees and commissions related to the Services.

(9) The Client undertakes, before the execution of the Agreement, to fill in any forms and to complete the necessary tests for the performance of this Agreement in accordance with the applicable Legislation and the Bank's procedures, including to take all steps for the registration of the Authorized Persons in the Bank's records. To the extent that these forms have been previously filled in by the Client/his/her Representative on other occasions, in connection with other contracts concluded with the Bank and to the extent that the information declared therein does not require modification, the Client/Authorized Representative agrees that these forms will be used by the Bank for the conclusion of this Agreement as well, filling it in accordingly.

(10) In case of closure of the Accounts, the Client undertakes to notify the Bank in accordance with the provisions of art. 10 Notifications of this Agreement.

(11) The Client expressly accepts and assumes the risk of changing the circumstances of the execution of the Contract, taking into account the specificity of the object of the Contract, including but not limited to the risk of market fluctuations regarding the price of the Certificates, etc.

5.2. Representations and Warranties of the Client

(1) The Client agrees that the Bank may refuse to execute any Instruction regarding transactions or operations with the Client's Certificates, in case of outstanding payments in connection with this Agreement, provided that the Client is informed by the Bank of the reason for the refusal to execute the Instruction, communicated according to art. 10 "Notifications".

(2) The Client declares and guarantees that the Certificates deposited with the Bank are free of any encumbrances, mortgages and are his/her property, being registered as such in the advertising registers, if applicable. The Client may provide a guarantee on the Certificates in favour of the Bank or third parties only with the Bank's consent and in compliance with the substantive conditions and form requested by the Bank, as the case may be.

(3) The Client understands that the Certificates are issued in dematerialized form and cannot be obtained in physical form.

(4) The Client understands and guarantees that:
a) has the experience and knowledge necessary to carry out transactions with Certificates;
b) has received well in advance and has become aware of the documents related to the Certificates in which he wishes to invest, namely: (i) the Key Information Document (DIE/KID); (ii) the Issue Prospectus, (iii) the summary of the Issue Prospectus (iv) the final terms which are available at the link: https://www.raiffeisen.ro/ro/corporatii/produse-si-servicii/investitii/distributie-certificate-externe.html
c) has become aware of the risks related to the Certificates as well as of the fact that, depending on the type of Certificates that are the subject of transactions, there is the possibility of losing the entire amount invested (Barrier Certificates) or part of it (e.g. Capital Protected Certificates);
d) declares that the Certificates in which he/she wishes to invest do not exceed the level of the risk he wishes to assume
e) before making the investment decision, it must verify that the characteristics of the Certificate (which include but are not limited to: risks, objectives, term, underlying asset) correspond to its own investment objectives
f) has verified that the level of risk and return of the Certificates corresponds to its risk tolerance.

By signing this Agreement, the Client expressly consents to the following:

(a) the conclusion of this Agreement and the additional agreements to this Agreement, in the form of a distance contract, if applicable, using means of distance communication (such as e-mail, website, applications or electronic trading or communication platforms made available by the Bank);
(b) the remote performance of this Agreement, through the use of remote means of communication, respectively by sending the Instructions by telephone, means of remote communication, such as electronic means including e-mail or communication/trading platforms that 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) accessing the means of remote communication made available by the Bank or (ii) accepting its terms and conditions, if applicable, or (iii) sending an Instruction based on this Agreement, represents his unequivocal agreement for the performance of the Contract and for the use of the respective means of communication; The Client may use any means of communication made available by the Bank for the category of clients to which the Client belongs;
(c) if the Contract has been concluded, at the express request of the Client, by the use of 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 Agreement and investments, through electronic means of remote communication, for example by e-mail, website, electronic platform including online/internet/home/mobile banking; in this regard, the Client provides the Intermediary with the e-mail address for the subsequent receipt of the means of identification for accessing the electronic platforms and for the performance of the Contract; at the same time, the Client declares that these means of communication are appropriate in the context of the performance of the Contract. If the Client does not agree to the use of electronic means of remote communication, at any time during the course of the Contract, the Client shall notify the Intermediary in writing and may place Orders only on paper in the Intermediary's premises, to the extent that the Service is offered through this channel to the clients;

(5) Based on the applicable legislation, the Bank is obliged to provide clients with comprehensive information regarding investment services and/or ancillary services, as well as financial instruments, on durable medium or via website. Such detailed information shall consist of:
(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 concerning the services performed and transactions with financial instruments executed during the reporting period, which may be submitted separately or in a single document, namely:

- ***confirmation of the execution of transactions*** – is sent to the Client as soon as possible, after the conclusion of the transaction, no later than the first Business Day following the execution of the transmitted order;
- ***information of effective costs*** is communicated to the Client on an annual basis, it includes the 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 risk in the underlying asset market, and is aggregated to allow the Client to understand the overall cost as well as the cumulative effect of the return on investment. At the request of the Client, the Bank can provide a detailed breakdown by components.

- ***any other relevant documents and information*** in connection with the Certificates Account and the Certificates, no later than the deadlines provided by the Applicable Law.
- ***the report regarding Client's assets*** - this is sent at least quarterly, in accordance with the contractual provisions agreed between the Client and the Custodian and contains the following information:

- details of the financial instruments held by the Custodian in the name and on the account of the Client at the end of the reporting period;
- commissions due to the Custodian for the services rendered;

(iv) Pre-contractual information document, in the case of distance contract;
(v) The terms and conditions of the contract, in the case of the distance contract;
(vi) information on the estimative costs is published on the Bank's website, www.raiffeisen.ro in the About-us/Corporate Governance section https://www.raiffeisen.ro/ro/despre-noi/guvernanta-corporativa/mifid.html and is communicated at the signing of the Agreement or before the execution of the order, as the case may be;
(vii) the Issue Prospectus and any supplements thereto;
(viii) Key Information Document – DIE/KID;
(ix) Summary of the Issue prospectus;
(x) Final Terms.

The Client:
(a) agrees to receive the information referred to in points (i) to (x) above, at no additional cost, on a durable medium other than paper, for example, by means of the e-mail indicated in relation to the Bank in the data update forms as an attached document or as a link to a website, or on the Bank's website http://www.raiffeisen.ro in the About-Us/Corporate Governance section, https://www.raiffeisen.ro/ro/despre-noi/guvernanta-corporativa/mifid.html .
Taking into account the celerity of the trading activity, the Client acknowledges that the transmission of information on paper does not correspond to the requirements of speed related to the capital markets. The client may request the communication, free of charge, on paper, by means of a written notification sent with acknowledgment of receipt addressed to the Bank;
(b) confirms that they have been made available to him, free of charge, on a durable medium, other than paper or otherwise permitted by law, at no additional cost, sufficiently in advance of the conclusion of this Agreement, has received, read and understood: the following documents: (i) The information document regarding the estimative costs related to the certificates; (ii) Raiffeisen Bank S.A.'s MiFID II presentation document; (iii) Raiffeisen Bank S.A.'s Order Execution Policy; (iv) The terms and conditions of the intermediation and custody master agreement for certificates, in the case of the distance contract; (v) Pre-contractual information document, in the case of distance contract; (vi) the Issue Prospectus together with any supplements and (vii) the Key Information Document – DIE/KID, (iix) the Summary of the Issue Prospectus; and (ix) Final Terms.

Before placing each trading Order, the Client shall be aware of the information mentioned above in points (i)-(ix), made available by the Bank at the above web addresses, as updated by the Bank from time to time, and by placing each Trading Order, he/she shall renew this statement.
(c) declares that he has expressly consented to the application of these documents in relation to the Bank and also declares that he has become aware that additional information is available upon request (e.g. detailed information about estimative costs).
(d) has become aware of and is informed about the recording of all communications made by means of distance/electronic communication with the Intermediary;
(e) The Client has become aware of the fact that (i) the Intermediary is a participant in the Investor Compensation Fund and the Certificates are clearable within the limits, under the conditions and with the exceptions provided by the Applicable Law and described in the MiFID presentation document; (ii) the amounts available in bank accounts, regulated by the specific contracts, are guaranteed by the Bank Deposit Guarantee

Fund, within the limits, under the conditions and with the exceptions provided by law and communicated to the Client;
(f) he has become aware that during the entire period of the Contract, he may request, free of charge, in the Bank's units, the communication on paper of (i) the Contract and (ii) of all documents and information whose communication is required by law, transmitted by the Bank in other format than on paper;
(g) has become aware that it can use any of the means of communication that the Bank makes available to it, by concluding specific contracts if necessary, or that will be made available as technical developments allow it. For the means of communication regulated by specific contracts, the Client's renunciation of the respective means of communication can be achieved by terminating the specific contract according to its provisions.
(h) By providing the Intermediary with his e-mail address, the Client allows the Intermediary to contact him/her via his/her e-mail address, and the Intermediary is authorized to send information and documents relating to his/her business relations by e-mail. The Client also agrees that the Intermediary and its Processor will 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 Intermediary from any liability for any direct or indirect negative consequences that may arise from their use.
(i) expressly express his consent to the postponement of the receipt of information and documents, namely:
(i) receiving the Terms and Conditions of the certified brokerage contract, the Pre-Contractual Information Document as well as any information about the Service and the Certificates, after the conclusion of the Contract by using Means of Distance Communication, under the conditions provided by law;
(ii) receiving the costs and expenses related to the product and the Service if the Order is transmitted through Means of Distance Communication, under the conditions provided by law, the Client having the following options:
(a) the postponement of the conclusion of the Transaction until the receipt of information on costs and expenses,
(b) requesting to receive costs and expenses by telephone prior to the conclusion of the Transaction
(c) the request to receive information on costs and expenses after the conclusion of the Transaction;
(iii) receiving the Key Information Document (DIE/KID), after the transmission of the Order, under the law, acknowledging through this Agreement the option to postpone the transaction in order to receive, read and take note of the contents of the DIE/KID before the transmission of the Order.

(6) The Client acknowledges and understands that all estimated costs presented in Annex 1 – "Fees and commissions" or separately, as well as the examples made available on the Bank's website www.raiffeisen.ro in the section About-us/Corporate Governance, https://www.raiffeisen.ro/ro/despre-noi/guvernanta-corporativa/mifid.html represent an estimate made using reasonable assumptions, are based on standard costs for the product and for the Client's category and represent a level maximum costs for that transaction or service. Differences may arise between the presentation of ex-ante and ex-post costs due to the more favourable costs in the contracts concluded with RBRO and due to the actual costs related to each transaction/service.

(7). The Client is also entitled to use any mode of communication made available by the Bank under the Agreement.

(8) The Client declares that it has not appointed a third party company or an individual to make the investment decisions on its behalf nor to exercise the rights and assume its obligations under this Agreement.

(9) The Client expressly agrees to the Bank's right to execute the Instructions for the Certificates traded on different trading venues, as well as outside the trading venues, unless the Client submits specific Instructions.

(10) The individual client has the obligation to communicate to the Bank any change regarding the MiFID National Identifier, such as name, citizenship, passport series and number, etc., communicated to the Bank.

(11) In the performance of this Agreement, the Client shall act in its own name and not as an agent/agent of a third party, unless the mandate is made known and accepted by the Bank in advance, according to art. 10 "Notifications".

(12) Upon receipt of an Instruction related to a product subject to the PRIIP Regulation and when it is not possible to provide the essential information relating to it before the execution of the Instruction, the Retail Client agrees that the Bank will send the Key Information Document (KID) to the Client after the execution of the Instruction, on a durable medium other than paper or by means of another means of communication, acknowledging through this Agreement the option to defer the transaction in order to receive the KID before the transmission of the respective Instruction.

(13) The Client declares that if he cannot be contacted/notified by the Bank at the address indicated in relation to the Bank, by this Agreement/addenda to this Agreement or, although notified/contacted, he/she does not comply with the Bank's request within the period indicated by the Bank, the Bank has the right, after the elapse of a period of 90 calendar days from the date of ascertaining the impossibility of contacting/notifying the Client by the Bank:
(i) to terminate the Agreement and transfer the financial instruments held on behalf of the Client to an individual account opened with Central Depository S.A./other central depository of financial instruments in the name of the Client in the case of financial instruments for which Central Depository S.A./other central depository of financial instruments is the issuing depositary;
(ii) to sell the financial instruments for which Central Depository S.A. is not the issuing depositary and to make the amounts thus obtained available to the Client.
The Client declares that he agrees to be contacted/notified by the Bank at the correspondence address indicated in this Agreement.

(14) The Client declares that it will urgently notify the Bank in relation to any change in the data contained in this Agreement, including in the annexes thereto, in the Certificate Account Opening Application or in the documents provided to the Bank. The Client declares that he understands the obligation to update his/her identification and contact data whenever necessary and that he assumes the effects of non-fulfilment of this obligation, namely the suspension of the provision of the Service until the data is updated or even the termination of the Contract and the transfer of the respective sale of the Certificates. The Bank is not responsible for the inconveniences or losses that may occur due to the failure to declare some information, the erroneous transmission of information or the failure to update the information by the Client.

(15) The Client acknowledges that he may keep in touch with the Bank through the signatory of this Agreement on behalf of the Bank and can use the contact details specified in Article 10 *"Notifications"* to obtain information.

(16) In case of conclusion of the distance contract, the Client has become aware of the period of 14 days from the date of conclusion of the Distance Contract or from the transmission of the documents provided for in art. 5.2. (5)(b) (when they were sent after the conclusion of the Contract) in which he can unilaterally terminate the Contract, according to the provisions of this Contract.

(17) The client declares that he/she has become aware of and is informed by the Contract of his/her classification in the *"Retail client*" category (which benefits from the highest degree of protection from the MiFID II perspective), except for the clients who have been notified by the Bank as being classified in the category of Professional clients or Eligible Counterparties.

Art. 6. Processing of personal data
In order to provide the Intermediation Service and the Custody Service ("the Service") according to this Agreement, the Bank processes personal data, in accordance with the applicable legal provisions in the field

of personal data protection, respectively the General Data Protection Regulation no. 679/2016 and subsequent legislation.

The personal data that are processed by the Bank belong to the following categories of data subjects: the Client (even after the termination of the contractual relationship), the Client's legal or conventional representatives, the Client's Representatives, as well as any other natural persons whose data may be provided to the Bank by the Client or who may be processed in the context of the relationship between the Bank and the Client (collectively referred to generically, hereinafter, "Data Subjects"). These personal data are transmitted to the Bank at the initiation of the contractual relations with the Client or are disclosed to the Bank during their development. The Bank may process the personal data belonging to the Data Subjects even after the termination of the contractual relationship with the Client, in order to comply with the legal obligations incumbent on it, including the obligations related to archiving.

In certain situations, in order to fulfil the processing purposes mentioned in this document, the Bank may process personal data belonging to certain categories of Data Subjects (for example, the Real Beneficiaries, the Client's spouse, other family members of the Client without benefiting from the practical way of directly ensuring the information of these categories of persons). For example, this may happen if the Client transmits the data of the Data Subjects to the Bank. In this context, it is the Client's responsibility to inform the data subjects in advance about the processing of their personal data and to obtain their consent to the processing of the data, to the extent necessary, in order to meet the conditions provided by law. Also, if the Client provides the Bank with personal data belonging to other categories of Data Subjects, the Client has the obligation to provide only accurate and up-to-date data. In this regard, the Bank may use the contact data belonging to such categories of Data Subjects in order to inform the data subjects about the processing of their personal data, if applicable.

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

In order to fulfil the legal obligations, the Bank processes personal data for: taking over in its computer applications the data from the identity document and the copy of the identity document, according to the applicable legal requirements; knowing the clientele in order to prevent money laundering and combating the financing of terrorism through the Certificates market; preventing fraud, ensuring the security of information and guaranteeing its confidentiality; reporting of transactions/operations; conducting internal audits and investigations; management of conflicts of interest; managing the controls carried out by the authorities; fulfilling the financial supervision obligations on the Bank, the obligations in the Bank in relation to RBI, the Central Depository, the National Bank of Romania, the Bank Deposit Guarantee Fund, the Investor Compensation Fund, other such authorities/entities provided by the applicable legislation; fulfilling the obligations of financial supervision of the Raiffeisen Group (as defined in the CGB) and reporting to the supervisory authorities or to the Raiffeisen Group (when required by law); compliance with prudential requirements applicable to intermediaries and custodians, including tax due diligence requirements, portfolio management; risk management; drawing up and maintaining the registers provided by law; preservation, storage (prior to archiving) and archiving of documents; implementing personal data security measures; receiving and transmitting DvP Instructions and Instructions regarding transactions and settlement and custody; taking over and transmitting and/or executing orders, storing and administering Certificates on behalf of the Client, including custody and ancillary custody services; evaluation by the Bank of the Client's knowledge and experience through the opportunity test. In order to fulfil the aforementioned purposes, the Bank will also rely, to the extent necessary, on its legitimate interest in carrying out its object of activity.

In order to conclude and execute the intermediation and custody contract, the Bank processes personal data for: initiating, developing, executing and managing the contractual relationship with the Client, the Bank's evaluation of the Client's knowledge and experience by performing the Opportunity Test in order to conclude the Contract; the development and management of the relationship with the client, respectively the execution

of the obligations incumbent on it according to the Contract; using remote communication means (such as e-mail, website, electronic trading or communication applications or platforms made available by the Bank; receiving confirmations, information and documents regarding the performance of the Agreement and investments, through electronic means of remote communication, for example by e-mail, website, electronic platform including online/internet/home/mobile banking; data quality management; managing complaints and notifications received regarding the intermediation and custody services provided; recording and keeping telephone conversations for and in connection with the provision of the Service.

In order to fulfil the legitimate interests of the Bank, in the context of carrying out the intermediation and custody activity, the Bank processes personal data for: improving the services for which it has been authorized; optimisation of internal flows and regulations (including optimisation of costs and budgets); design, development, testing and use of information systems and IT services (including storage of databases in the country or abroad); Statistics; managing complaints and notifications that do not concern aspects related to the services provided to the Data Subject; monitoring all the obligations assumed by any of the entities of the Raiffeisen Group; ascertaining, exercising or defending some of the Bank's rights in court; internal reporting also to RBI and contractual partners (including through the processing of unique identifiers such as the personal identification number); simple marketing and advertising (including by promoting products and services through a telephone call with a human operator and by mail). The processing of personal data, which is for the purpose of direct marketing, may in certain situations be considered to be carried out for a legitimate interest. The Bank ensures the refusal of data processing for direct marketing purposes, the data subject having the right to oppose at any time the processing of his or her data for this purpose.

Based on the consent expressed by the Data Subject, at the time of opening the business relationship with the Bank or subsequently, in other situations, as the case may be, for: a) the processing of the contact data that the Data Subject has provided to the Bank and has updated them periodically, for marketing purposes addressed to individuals, by (i) the Bank, directly and/or through its contractual partners and/or by (ii) the Raiffeisen Group and/or by (iii) the contractual partners of the Bank. The Bank, as the case may be, of communications of information and/or offers regarding products, services and activities, which may be of interest to the Data Subject, of the Bank and/or of other entities of the Raiffeisen Group and/or of their contractual partners, as well as of marketing studies regarding the products, services and activities of the Bank and/or of other entities of the Raiffeisen Group and/or of their contractual partners; ; b) the processing of personal data by the Bank and/or the Raiffeisen Group, directly and/or through their contractual partners, for the generation of personalized offers and communications based on the analysis of preferences and other aspects related to the Data Subject (such as his/her behavior), through the use of computer techniques (e.g., cookies, pixels and/or other similar technologies) that involve the performance of an automated decision-making process (including the creation of profiles) and which may produce legal effects on the Data Subject or similarly affect him or her to a significant extent; c) performing the Opportunity Test; d) recording of telephone conversations.

The consent expressed regarding the above processing activities may be withdrawn at any time, without affecting the lawfulness of the processing activities carried out prior to the withdrawal, by sending a written, dated and signed request to the addresses of any of the Raiffeisen Bank SA units (for the complete list of units, access page https://www.raiffeisen.ro/retea/) or by sending an e-mail to the Bank in this regard, at the following e-mail address: centrala@raiffeisen.ro or actualizaredate@raiffeisen.ro or through the Call Center Service, Monday - Friday: 8:00 - 22:00, Saturday: 9:00 - 17:30, by calling the phone number *2000 - normal rate number, callable from any mobile phone network in Romania or 004 021 306 3002 - normal rate number, callable from any network in Romania or abroad or through the Smart Mobile application (for Customers who have activated this service).

Profiling and automated decision-making processes: In order to fulfil the aforementioned processing purposes, in certain situations (for example, in the context of applying know-your-customer measures in order to prevent

money laundering and combat terrorist financing, including by creating and using warning lists, in the context of performing the Opportunity Test), it is necessary to process personal data by automated means. Such processing activities may also involve the evaluation of certain aspects relating to the Data Subjects for the purpose of analysing or predicting certain characteristics regarding them, such as their education, age, economic situation, reliability or behaviour. Based on these processing carried out by automated means, decisions are made, with or without human intervention, that may lead to legal effects for the Data Subjects (e.g., refusal to provide a product or service) or similarly affect it to a significant extent (e.g., affecting the Data Subject's financial situation, such as eligibility for an investment and custody activity/product).

When such decisions are taken without significant human intervention (i.e. an intervention that is not likely to influence the outcome of the automated processing), the data processing involves an automated decision-making process. In the case of processing activities involving such automated decision-making, the Data Subject has, in addition to the rights mentioned below, the following rights:

a) to obtain human intervention from the Bank regarding the automated decision-making process;
b) express their views on automated decision-making;
c) and to contest the decision taken solely on the basis of automated processing that produces legal effects or similarly affects the Data Subject to a significant extent.

The rights can be exercised by sending a request in this regard (on paper/in electronic format, by e-mail) to: centrala@raiffeisen.ro or by contacting the Data Protection Officer at the level of the Bank, at the following e-mail address: dpo@raiffeisen.ro.

The data collected for the aforementioned purposes may also be processed for subsequent purposes, insofar as these subsequent purposes are compatible with the initial purposes for which the data were collected. In this regard, the Bank will take the necessary measures to analyze the compatibility of the purposes, according to the legal requirements.

In order to fulfil the processing purposes mentioned above, the Bank processes:

a) personal data that are provided directly by the Data Subject, such as: name and surname of the Client, data from the identity document: series, number, date of issue and issuer, CNP, date of birth, place of birth, country of origin, citizenship, residence, tax residence, address of permanent domicile/residence, mailing address, data regarding the place of work, occupation, employer and the nature of its activity, the quality of a publicly exposed person, the quality of "Close Associate of a publicly exposed person", public office held, the source of the subscribed funds, the quality of real beneficiary of all operations with fund units of the funds), contact data: email address, telephone number and the data that the Bank generates based on them: data related to the risk class of the data subject and the investor's profile as a result of the completion of the Opportunity Contract by the data subject;
b) data obtained from the following external sources: service providers, public, public authorities, information resulting from non-conformities reported by any person, public/private databases containing information about the commission of crimes, transaction data. The refusal to provide personal data may make it impossible to provide intermediation services and/or to fulfill the Bank's other processing purposes.

In order to benefit from a qualified certificate for electronic signature issued by a trusted service provider, it is necessary for the Data Subject to communicate to the Bank an e-mail address and a mobile phone number, these data being processed for the purpose of issuing the qualified electronic signature.

In order to carry out the identification and registration operations according to art. 24. of Regulation (EU) no. 910/2014 on behalf of the qualified Trust Service Provider, the Bank processes the following categories of personal data: first name, last name, personal identification code (CNP), series and number of the identity

card/other document on the basis of which the identification is made (e.g. passport, residence certificate), as well as other information that these documents may contain (e.g. date and place of birth, citizenship), signature, contact details (e.g. telephone number, e-mail) for the purpose of verifying the identity of the Data Subject.

The refusal to provide personal data may make it impossible to provide the services and/or to fulfil the Bank's other processing purposes.

Some personal data collected by the Bank may have a special regime according to the applicable legislation, in which context it is necessary to ensure additional guarantees for their processing. In case of processing such data with a special regime, the Bank ensures the additional guarantees provided by the applicable legislation in the field of data protection.

In order to fulfil the processing purposes, the Bank will disclose or may disclose the personal data to the following categories of recipients: the Data Subject, the legal or conventional representatives of the Data Subject, the Bank's representatives, other natural or legal persons who process personal data on behalf of the Bank, the entities of the Raiffeisen Group, contractual partners of the Bank and of the entities of the Raiffeisen Group, the Bank's processors with regard to the processing of personal data, the Bank's associated controllers with regard to the processing of personal data, the judicial authority, central public authorities, including the National Bank of Romania and the Financial Supervisory Authority, the Central Depository, the Bank Deposit Guarantee Fund, the Investor Compensation Fund, other authorities with powers in the field of intermediation and custody, authorities with attributions to prevent and combat money laundering and terrorist financing, suppliers / operators of social media platforms and networks and who may have the quality of operators, operators associated with the Bank or authorized persons of the Bank.

In order to achieve the aforementioned processing purposes, the Bank will process personal data for the duration necessary to fulfil the processing purposes, such as for the duration of the performance of the services, as well as subsequently, when there is a legitimate business need to do so (for example, to provide you with the requested information or to comply with our legal obligations, tax or accounting). It is possible that, following the fulfilment of the legal archiving deadlines, the Bank will order the anonymization of the data, thus depriving them of their personal character and will continue the processing of anonymous data for statistical purposes.

Currently, in order to fulfil the above-mentioned purposes, it is possible for the Bank to transfer certain categories of personal data outside Romania, to countries within the EU/EEA: Austria, as well as outside the EU/EEA, to the United Kingdom, the United States of America, Kosovo. For transfers outside the EU/EEA, the Bank will base its transfer of personal data on the basis of the standard contractual clauses adopted at the level of the European Commission or on other safeguards recognized by law.

It is possible that during the course of the activity, the above-mentioned transfer states will change. You can obtain an updated list of the states where personal data is transferred by accessing the Personal Data Protection and Privacy Policy, available at the link https://www.raiffeisen.ro/despre-noi/politica-de-confidentialitate/ or by sending a request in this regard to the centrala@raiffeisen.ro or by contacting the Data Protection Officer at the Bank, at the following e-mail address: dpo@raiffeisen.ro.

In order to obtain a copy of the transfer guarantees implemented by the Bank, please send a request in this regard (on paper/in electronic format, by e-mail) to: centrala@raiffeisen.ro or contact the Data Protection Officer at the Bank's level, at the following e-mail address: dpo@raiffeisen.ro.

Data subjects benefit from the following rights in the context of personal data processing: the right to information, the right of access to data, the right to rectification, the right to erasure of data ("right to be

forgotten"), the right to restriction of processing, the right to data portability, the right to object, the right not to be subject to an automated individual decision, and the right to address the National Supervisory Authority for Personal Data Processing or to the competent courts, to the extent that the data subject deems it necessary.

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

For further details regarding the processing activities carried out by Raiffeisen Bank SA, as well as regarding the rights you benefit from in this context, please contact by written request, at the addresses of any of the Bank's units (for the complete list of units, access page https://www.raiffeisen.ro/retea/) or by e-mail to the Bank in this regard, To: centrala@raiffeisen.ro.

You also have the possibility to contact the Data Protection Officer at Raiffeisen Bank SA, at the following e-mail address: dpo@raiffeisen.ro.

Updated information regarding the processing activities carried out by the Bank is available by accessing the Personal Data Protection and Privacy Policy, available at the link https://www.raiffeisen.ro/despre-noi/politica-de-confidentialitate/.

The information regarding the processing of the personal data of the Data Subjects in the context of the various products and/or services of the Bank is provided through CGB and the information documents specific to those products and/or services that have been or will be made available to the Data Subjects and which, to the extent that they are offered to the Client together with the Service, complements the applicable provisions regarding the processing of personal data.

Article 7. 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 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.

Article 8. Rules regarding Instructions and their confirmation

8.1. Client Instructions

(1) The Instructions shall be sent through the means of communication set out at Article 10 „*Notifications*" of the present Agreement.

(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 Certificates, 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) 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 Certificates transfers in the name and on behalf of the Client.

(4) If the Bank did not receive the Client's Instruction, the Bank is authorized to perform the transactions related to the Client's Certificates only in the cases specified by the Applicable Legislation or by the present Agreement.

(5) The Client hereby authorizes and gives the right to the Bank, through the present Agreement, without the Bank being compelled to sell the Certificates 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:
(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 Certificates found in the Bank's custody.

(6) 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 has benefited of or if the Client does not fulfil obligations according to the Agreement, notifying the Client accordingly as soon as such a decision is made.

(7) 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 Certificates in the Certificates 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.

(8) The Bank may cancel Instructions in accordance with the cancellation procedures established by the central depository of the Certificates, as well as in cases where it has not been possible to execute the Instruction within 30 (thirty) days according to the market specifics.

(9) The Bank cannot make adjustments on the Certificates Accounts without the Client's consent. If an 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 occurred and adjustments made pursuant to the provisions of Article 10(4)(5) of the present Agreement.

(10) 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 send the confirmations related to all transactions (referred to as the *"Transaction Confirmation"*), as well as, upon request, the settlements made in the name and on the Client's account following the Client's Instructions. These confirmations shall contain the relevant information in accordance with the regulations in force and may be submitted together or separately, including, where applicable, with confirmations relating to other financial instruments for which the Bank acts as an intermediary or custodian in relation to the Client.

(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 shall contact the Bank in order to clarify it and the Bank will verify the phone records or trading platforms and will make the necessary changes, where applicable.

(4) The Confirmations may be sent by means of communication provided in GBC. 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 address provided by the Client to the bank within the process of registration / data update.

(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 on the date of the transaction or at the latest on the day immediately following their receipt, by agreed means.

Article 9. Fees and commissions

(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 comprised 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) 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.
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.

(3) The Bank shall have the right of retention of any and all Client's Certificates 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 Certificate/Certificates deposited on the Certificates Account or any amounts deposited on the accounts for any claims, charges or outstanding debts owed by the Client.

Article 10. Notifications
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. General notifications

(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 GBC at Notifications paragraph, already accepted by the Client, as modified from time to time. The updated GBC 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 GBC for private individuals.

(2) The Bank's contacts, for the purposes of the present section, are:

Raiffeisen Bank S.A.

Capital Markets Sales Department

Address: Bucharest, 246D Calea Floreasca, 1st district
E-mail: treasury.sales@raiffeisen.ro
Tel: +4021.306.1991,

Securities Services Departament
Address: Bucharest, 246D Calea Floreasca, 1st district
Phone: 021.306.1226;
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. 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 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, if the case.

(2) Any Instructions sent between 9:00 and 17:00 hours are considered received in the day of their transmission and the ones sent after this interval are considered received in the next Business Day, except for situations expressly agreed by the Parties.

(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.

(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.

10.3. Other Instructions

(1) By way of exception to the preceding paragraphs, all Instructions related to the Custody Service, and the Instructions related to the Intermediation Service that do not represent trading orders and requests for quotations, including notes, permissions, requests or requests permitted or required to be given on the basis of this Agreement and in its performance and in connection with specific transactions shall be made in writing and shall be given by the following means of communication, According to Art. 10(1)(2) above:
(i) by email;
(ii) delivered personally (only from the Client to the Bank) bearing the signature of the Client.

(2) The instructions sent by email are considered received on the date of their transmission if they are sent until 17:00, and after this time they are considered received on the next Business Day. Instructions sent by personal delivery are deemed to have been received at the time of receipt.

(3) The instruction representing a trading order sent according to art. 10.2. it also constitutes a DvP Instruction that will no longer be transmitted separately.

(4) The means of communication described in this article may also be used for the Instructions representing trading orders and requests for quotations only in the situation where the telephone/electronic communication cannot take place due to a technical failure or a similar situation, according to the details agreed by the Parties for each situation.

10.4. Other provisions related to Notifications

(1) Notifications, including Instructions and other reports may be written in Romanian. The documents related to the certificates will be made available in English and Romanian, according to the requirements provided by the law, in which case the provisions in English will prevail. The Client confirms that he fully understands one of these two languages and that he will appoint representatives who fully understand one of these two languages, as the case may be, and will procure the translation of the documents, if applicable.

(2) The Bank shall prescribe the format by which the Client will present his Instructions to the Bank, as well as any authentication procedures or requirements. The Bank may amend such formats, modes, 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 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

Article 11. Penalties
(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 made 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. Knowledge, experience and risks. Retail Client Category. Appropriateness Test

(1) The Client confirms that it has become aware of and understood that the Certificates are complex financial instruments and the transactions with Certificates to be concluded under this Agreement may be particularly complex; thus, it is necessary for the Client to have knowledge regarding the specific market and the Certificates, the characteristics and the functioning of the Certificates, including but not limited to, professional terminology. Consequently, the Client declares that it signs this Agreement and concludes any transaction only if it is fully familiar with all the elements, potential risks, economic and legal characteristics. The Bank explicitly rejects any liability if the Client misleads the Bank in relation to his familiarity with the financial instruments and related transactions.

In this regard, the Client declares that they have been brought to its attention by the Intermediary and that it has understood the specific risks related to the acquisition of the Certificates, including, but not limited to, (i) the possibility of losing the entire investment, the fact that past performance does not constitute a guarantee for the future, (ii) the risk of non-achievement of the objectives, (iii) the fact that the operations depend on the fluctuations of the financial markets over which the Intermediary and the RBI have no influence, (iv) the fact that the income generated by the investment is, as a rule, proportional to the risk.

(2) In order to benefit from investment services and activities provided by the Bank, the Client is informed by this Agreement and is aware that the Bank classifies him in the category of Retail Clients (who benefit from the highest degree of protection) to the extent that the Client has not obtained the change of category in relation to the Bank, before or after this Agreement.

(3) The Intermediation Service offered by the Bank, based on this Agreement, is a non-advisory investment service and for this purpose the Bank requests the Retail Client to provide information regarding its knowledge and experience in the field of investments, so that the Bank can evaluate the opportunity of the Service and the products.
For individual Retail Clients, the Intermediation Service will be provided only on the basis of the Appropriateness test will be performed by the Client.
If the Bank considers, 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 for the assessment of the opportunity or if they provide insufficient information regarding their knowledge and experience, the Bank warns them that it is not in a position to determine whether the Service or product is appropriate.

(4) Based on this Agreement, the Bank shall not perform a Suitability Test to verify whether the respective financial instrument is suitable for the Client.

(5) Regardless of the manner of providing the Intermediation Service based on this Agreement, the investment decision always belongs to the Client, who evaluates and takes cognizance of all the risks of a transaction with financial instruments. The client confirms that he will only conclude transactions with financial instruments whose risks he understands and on which he has a clear picture of all the risks involved.

(6) The Client declares that he has been made aware of the characteristics of the Certificates for which he has shown interest as well as the fact that the transactions with Certificates are not bank deposits, cannot be associated with them, and does not offer any guarantee to the investor regarding the recovery of the invested amounts.

(7) The Client declares that it has become aware that the data and information regarding the Certificates do not constitute investment recommendations, indices or guarantees of the future performance of these financial instruments.

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 „*Object 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*".

The Client expressly accepts the terms of GBC, 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) alternative banking dispute resolution center (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.

(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) This Agreement as modified from time to time and GBC, 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 received and understood the terms and conditions of the present Agreement, before its signing and agrees with it.

(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.

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 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.

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) 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.

The Parties agree that this Agreement is concluded in 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.

Art. 14. Appendices

(1) Appendix 1 -Fees and commissions applied to Service, Appendix 2 – Accounts, Appendix 3 - Application, Appendix 4 - Appropriateness Test, as well as any new appendix that replaces the appendix previously filled in by the Client supplement this Agreement, are incorporated by reference and are an integral part of it.

(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.