TERMS AND CONDITIONS OF CONTRACT FOR THE PROVISION OF THE R-FLEX SERVICE

DEFINITIONS AND INTERPRETATIONS:

The following terms and expressions, written with an initial capital letter and used without being otherwise defined in the body of the Contract, shall have the meaning established in this section:

Bank - RAIFFEISEN BANK S.A., a Romanian joint-stock company, authorised to conduct banking activity, having its registered office in FCC Office Building located at 246D Calea Floreasca, 1st district, Bucharest, postal code 014476, registered with the Bucharest Trade Register under ordering no. J1991000044406 and with the Banking Register under the no. RB-PJR-40-0090/1999, with unique registration code no. 36180;

Client - legal entity holding a current account opened at the Bank and which may carry out operations with the Bank through the **R-Flex User**, using the **R-Flex Service**;

Party represents the Bank or the Client which are jointly called the Parties;

GBC – the General Conditions for Conducting Banking Operations for Legal Entities and Entities without Legal Personality, as applicable, which consist of the general terms and business conditions of the Bank, as amended by it from time to time;

Account – a current account opened by the Client with the Bank based on a specific contract, in which the Client's funds are recorded. All conditions related to the opening and operation of the current account, including the applicable commissions, fees, and interest rates, are established in the current account contract concluded with the Bank and do not form the subject of this Contract;

Contract – The Terms and Conditions for the provision of the R-Flex Service, together with this application, as well as any applications for modification of the R-Flex Service, if applicable, filled in by the Client, the currency exchange orders completed by the Client and the deposits concluded on the R-Flex Platform, collectively constitute the Contract regarding the provision of the R-Flex Service (hereinafter referred to as the "Contract"). The Contract is supplemented by the provisions contained in the General Conditions for Conducting Banking Operations for Legal Entities and Entities without Legal Personality (hereinafter named "GBC PJ"); in the event of any discrepancies, the Contract shall prevail over the R-Flex User Guide, and both the Contract and the R-flex User Guide shall prevail over the GBC; the Contract shall enter into force on the date of signing the application for the provision of the R-Flex Service, to which the Terms and Conditions of the Contract are attached, by both Parties, or, as the case may be, on the date the Banks sends the email confirming the opening of the business relationship requested by the Client via digital channel, to which the Terms and Conditions of the Contract are attached.

R-flex User Guide or R-flex Guide – a document provided by the Bank to the Client, at the addresses indicated in this application, which describes the use of the Platform. The R-flex User Guide can also be accessed and downloaded from the Bank's website: https://bank.raiffeisen.ro/ro/r-flex/home.html;

R-Flex Platform or R-Flex or Platform – the Trading Platform, the Bank's application provided through the R-Flex Service regulated by this Contract, which can be accessed at https://rflex.raiffeisenonline.ro , in accordance with the R-flex User Guide. The Client will be able to access the R-Flex Platform after receiving the Credentials, as defined above, and completing the enrolment in the R-Flex Platform, according to the provisions of the R-flex User Guide;

R-Flex Service or Service – the service consisting of:

(i) carrying out spot foreign exchange transactions on the R-Flex Platform between all of the Client's current accounts opened with the Bank, based on the account balances (hereinafter referred to as R-flex Transactions);

(ii) viewing the balances of all current accounts, performed by the Client's R-Flex User, with secure and restricted access through the use of Credentials;

(iii) the opening and termination of term deposits constituted on the R-Flex Platform;

(iv) viewing the deposits constituted by the R-flex User.

The Service also includes any other features made available by the Bank or to be made available as technical developments allow.

The R-Flex Service is activated upon the Client's first access to the R-Flex Platform after completing the initial login steps;

R-Flex User – is the person designated with this role in this application who has access to the functionalities of the Service provided to the Client under this Contract, being authorized to perform foreign exchange transactions and to conclude and terminate deposits, on behalf of and for the account of the Client, in accordance with the provisions of this Contract. The R-Flex User may perform the operations throught the Client's current account, the balances of which can be viewed on the R-Flex Platform.

Credentials – security elements provided by the Bank and used by the Client to access the R-Flex Platform, which consist of (i) username/user code, (ii) password, (iii) temporary password valid for 24 hours, and (iv) OTP (One-Time Password) code received via SMS.

In the event of any discrepancy between the Romanian version and the English version of this document, the Romanian version shall prevail.

1. The R-Flex Service.

Following the instructions delivered by the Client, the Bank may perform, at its sole discretion, foreign exchange transactions – buy/sell of foreign currency for lei or for foreign currency (with settlement spot, today, tomorrow) according to the applicable legal provisions, depending on (a) the foreign exchange market conditions and/or (b) money market conditions, (c) the liquidity in the market, (d) the Bank's trading strategy at the time of the Instructions, as described and communicated to the Client from time to time by a separate notice, as well as (e) the functionalities of the trading platforms, as they are described in the R-Flex User Guide and communicated to the Client.

The Client may open term deposits on the R-flex Platform ("R-flex Deposits"), in accordance with the provisions of this Contract.

A. R-Flex Currency Exchange Transactions

1.1. These Terms and conditions regulate the provision by the Bank of the R-Flex Service through the R-Flex Platform. The R-Flex Service and the R-Flex Platform are provided to the Client free of charge, considering the client segment to which the Client belongs. Foreign exchange transactions can be carried out between the Client's current accounts denominated in any of the currency pairs displayed on the R-Flex Platform. The Bank reserves the right to modify the currency pairs according to its own policies. Foreign exchange transactions on the R-Flex Platform can only be carried out if the Client holds accounts denominated in both currencies of a currency pair from the R-Flex Platform.

1.2. Transactions may be concluded by the Parties on any working day during the time interval mentioned on the R-Flex Platform. Transactions will be concluded only if the amount is available in the debited Account. If there are insufficient funds in the Account specified by the Client for the full debit of the requested amount, the R-Flex User will receive, on behalf of the Client, an information message. In this case, the submitted request will be canceled, and the requested transaction will not be executed. It is recommended to check the Account balance and the status of previously submitted transactions to the Bank before initiating any order for performing any operation. The Bank is exempt from liability for any loss or damage suffered by the Client resulting from the Bank's refusal to carry out those operations ordered by the Client that cannot be processed due to lack of funds in the Client's Account, completion errors, illegal operations, enforcement orders from jurisdictional bodies, lack of supporting documents for the operations, or any other legal impediments/constraints.

1.3. The Client shall access R-Flex and perform R-Flex Transactions only through R-Flex Users. The Bank is authorized not to process any operations that are not submitted by the Client in accordance with the provisions of this Contract or if there are no available funds in the currency being debited in the Transaction.

1.4. Any records regarding the R-Flex Platform and Transactions belong to the Bank and may be used by the Bank as evidence in court, to the extent permitted by applicable law. In the event that the Client disputes any instruction given by the Client and any transaction/operation carried out by the Bank on behalf of the Client through the R-Flex Service, the Bank may use as evidence any record made by the systems used for receiving the R-Flex User's instructions; the reproduction of these instructions/operations/transactions on electronic media and/or paper; as well as account statements printed by the Bank, all of which shall represent indisputable proof. The identity of the R-Flex User, and implicitly of the Client, is considered verified by the Bank if the operation/transaction is performed based on the Credentials (security elements). In the event there are discrepancies between the Bank's records and the Client's records, the Bank's records shall prevail.

1.5. A Transaction is concluded at the moment R-Flex generates a unique Transaction identifier and the Transaction is recorded in the "See full history" list with the status "Settled".

1.6. When the Client accesses R-Flex, the Bank's quotations are presented to the Client through this platform. These quotations may differ from the Bank's quotations displayed in other applications or branches and change according to market evolution for the respective type of transaction, depending on (a) foreign exchange market conditions and/or (b) money market conditions, (c) the existing market liquidity, and (d) the Bank's trading strategy. The Bank may offer different quotations for different clients in the case of identical or similar foreign exchange transactions.

1.7. A R-Flex Transaction is considered accepted by the Client by means of confirmation/acceptance provided by the Client via R-Flex. If the Client does not accept/confirm a Transaction in R-Flex, the Bank is not obliged to process the Transaction or to offer/maintain the same quotation for that type of Transaction. A Transaction accepted/confirmed by the Client is irrevocable, and its details can no longer be modified or reversed. If the Client does not accept/confirm a particular Transaction, the Client may carry out another Transaction at a later time, at the quotations available at such time.

1.8. In accordance with the provisions of this article, which shall prevail in any circumstance, the records made by the R-Flex IT system at the time of logins or execution of Transactions by the Client constitute proof of the performed Transactions and the justification for their processing. Transaction details can be found in .xls reports that the Client can download from R-Flex and print; the Client expressly consents that these serve as confirmation of the Transaction and expressly waives the right to receive this information in paper format.

1.9. The Client is obliged to check the accuracy of the data entered in the predefined instruction fields before finalizing it, acknowledging that these instructions are irreversible and, otherwise, assumes all risks that could arise from such errors, including payment of penalties. The Bank is not required to retain this data for more than 6 (six) consecutive months from the date of their entry. After this period of 6 (six) months, the Client will no longer have the right to make any claims against the Bank regarding the respective Transactions.

The Bank is not obliged to verify the information sent to the Bank by the Client/R-Flex User and is not responsible for the correctness, truthfulness, or accuracy of this information. Any operation/transaction that is accompanied by the security elements will be considered by the Bank as being carried out by the R-Flex User in the name and on behalf of the Client, and the Bank is not required to make additional checks regarding the person who performed the operation. All such operations are binding upon the Client. The Bank is not liable for damages caused by R-Flex being used by a person not authorized by the Client, if the authorized person did not understand how the R-Flex Service works, or if the Service was not correctly used in accordance with the R-Flex User Guide.

1.10. Before engaging in any Transaction that may have legal or financial consequences, the Client must ensure that this decision is appropriate for their investment objectives and financial capabilities. The Bank does not provide financial, investment, tax, legal, or any other kind of consultancy.

1.11. The Bank undertakes to execute instructions sent electronically by the Client through the R-Flex User, as long as they are issued in compliance with the legal regulations in force, as well as with the Bank's internal regulations and procedures, have a lawful character, are not intended for "money laundering" or the financing of terrorism, and fall within the statutory activity of the Client. The instructions will be executed by the Bank on banking days during the time intervals when the R-Flex Platform is operational.

B. Term deposits on the R-Flex platform

1.12. Term deposits offered through the R-Flex Platform are available to Clients who have access to the R-Flex Platform, based on the Contract.

1.13. Within the R-Flex Platform, the Client may constitute term deposits in RON/EUR/USD, with an applicable interest rate indicated by the Bank at the time of the deposit's establishment, on working days, during the time intervals mentioned in the R-Flex Platform.

1.14. In order to create the deposit, the client will select the current account to be debited with the amount intended for the deposit. The current account indicated by the client must be opened in the currency of the deposit and must remain open throughout the duration of the deposit contract.

1.15. The current account indicated by the client is subject to the terms and conditions specific to this product, as set out in the contractual documentation concluded with the Bank, independent of the functionality offered in the R-Flex platform.

1.16. The deposit will not be established if:

- (i) there are not sufficient funds available in the account selected by the Client in the R-Flex Platform for the establishment of the deposit;
- (ii) the client does not declare that he has acknowledged the deposit guarantee conditions detailed in the Information Form provided to depositors on a durable medium at the time the deposit is established in the R-Flex Platform.

1.17. The date of the deposit establishment is the date the deposit establishment transaction is authorized in the R-Flex Platform. For deposits constituted on the 29th, 30th, 31st of the month where the maturity date falls in a month with fewer days than the month in which the deposit was constituted, the maturity date will be on the last working day of that respective month.

1.18. In case the deposit is not established due to objective reasons (e.g. errors generated by the R-Flex Platform at the time of establishment), the Client is obliged to notify the bank representatives by the end of the day the deposit was established, using the phone numbers and email addresses specified in Article 10 of the Contract, in order to resolve the discrepancies in a timely manner.

1.19. If the R-Flex Platform becomes unavailable for any reason, deposits will not be accommodated through alternative trading channels. The Parties confirm that deposit transactions shall be carried out exclusively through the R-Flex Platform, and any request for accommodation through other means will not be accepted.

Terms and Conditions of Term Deposits on R-flex Platform

1.19. The minimum amount required to open a deposit is regulated by the Bank, as displayed on the R-Flex Platform. No subsequent deposits are allowed into the deposit account. The persons entitled to dispose of (including to liquidate) the amounts in the current account or the deposit account are the R-Flex Users designated by the Client in accordance with the provisions of the Contract.

1.20. The interest applicable to the amounts highlighted in the deposit account is calculated and accumulated daily, taking into account the number of effective days of the month in relation to a 360-day year. The formula for calculating the interest is: sum x interest value (%) x number of days (depending on the chosen maturity)/360. The interest is credited at maturity to the current account from which the deposit account was funded. The Bank will transfer the interest related to the deposit only after withholding the income tax on the interest rate calculated for the term bank deposits, according to current legal provisions, if applicable.

1.21. The principal of the deposit will be transferred at maturity into the current account from which the deposit was constituted.

1.22. The Client has the right to liquidate the deposit before maturity through the R-Flex Platform by pressing the specific button or, in case the R-Flex Platform is not working, through telephone conversations with the Bank representatives, only via the phone number specified in the Contract. In the event of the deposit being liquidated before the end of the agreed term, the Bank's sight interest rate applicable at that time will be granted, calculated from the date the deposit was opened until the moment of liquidation.

1.23. The deposit contract is automatically terminated if, for any reason, the current account contract denominated in the currency of the deposit account, concluded with the Bank and from which the deposit was funded, is terminated. In this case, termination of the deposit contract will occur on the same date as the termination of the current account contract, and the Client unconditionally accepts that the Bank will transfer the deposit amount to the respective current account after liquidating the deposit on that date, even if it has not reached maturity, and with the awarding of interest calculated up to the date of deposit termination.

1.24. For the purpose of operating the deposit and transferring amounts at maturity or in case of early liquidation, the Client grants the Bank an express mandate to transfer the interest and principal to the account indicated in the R-Flex Platform at the time of deposit creation, as well as for any other operation carried out under this contract during the entire term of the deposit.

1.25. Regarding deposit-related operations, the Client has, at any time, the possibility to view the detailed transaction history in the R-Flex Platform.

1.26. For entries in the deposit account, any objection/complaint must be brought to the attention of the Bank by the Client at the email address mentioned in the Contract.

1.27. The User is responsible for the accuracy of completing the relevant fields in the R-Flex Platform at the time of deposit establishment. The Bank is not responsible for any omissions by the User/account holder or for any incorrect instructions given to the Bank (regardless of what clause they refer to), nor does it assume any risks that may arise as a result or any risks resulting from failure to notify the Bank of changes relating to R-Flex Users or the Client.

<u>Declarations and Warranties</u>

The Client declares and confirms the following:

a) that he has received, read, and reviewed the Information Form for depositors at the time of signing the Contract, in a language he understands (Romanian or English);

b) that he acknowledges he may at any time request the Bank to provide the Information Form for depositors in paper format;

c) that he has taken note of the General Terms and Conditions for Carrying Out Banking Operations and the provisions set out in this Annex, which form an integral part of the Contract, and undertakes to comply with them, understanding that the conclusion of the term deposit contract is governed by the terms mentioned in this Terms and Conditions;

d) that he has received a copy of the General Terms and Conditions for Carrying Out Banking Operations; he agrees with its content and, expressly, with the declarations, undertakings, and consents of the Client as included in the Contract, and agree that the General Terms and Conditions supplement the provisions of the deposit contract provided by the present section; the Client undertakes to communicate this contract and the General Terms and Conditions to the R-Flex User and to obtain their consent to comply with them;

e) that he agrees with the content of this document and, expressly, with the declarations, undertakings, and consents herein;

f) that he agrees that this section, together with the Contract, constitutes the deposit contract and regulates the legal relationship between the Client and the Bank regarding the term deposit.

Article 2. Accounts

2.1. The Bank shall accept exchanges between any current accounts opened by the Client with the Bank denominated in the pairs of currencies mentioned in the R-Flex Platform and the Client will choose which account to use, in the Platform (**"Accounts"**).

2.2. The Client empowers the Bank to debit respectively to credit the Accounts to realise the foreign exchange Transactions ordered by the Client.

2.3. The Client shall indicate the current account denominated in the currency of the deposit, which will be debited for the purpose of opening the term deposit on the R-Flex Platform.

2.4. The Client has the obligation to have, in the Accounts opened by the Bank, available funds necessary for the execution of the Transactions by the Bank upon giving the Bank the related Instructions, or, in exceptional cases and only if so mutually agreed by the Parties, after giving the related Instructions, but only until the execution of the Transactions, the Client undertaking hereby to settle the respective operations by making available to the Bank the necessary amounts up to the date of the settlement of these Transactions. For this purpose, the Client empowers through the present Agrement the Bank to debit its accounts with the necessary amounts.

3. R-Flex Platform

3.1. Access to the R-Flex Service is provided via the internet and requires the use of a device (computer, tablet, phone, etc.) connected to the internet and equipped with an operating system and software that allow access to the internet network and are compatible with the security conditions imposed by the Bank.

3.2. The first access to the R-Flex Platform is done by successively entering the following Credentials:

(i) a user name/code allocated by the Bank and sent to the Client on the R-Flex User's email address declared to the Bank in this application; and

(ii)a temporary password, valid for 24 hours, sent by SMS to the R-Flex User's phone number declared to the Bank in this application;

(iii) a OTP code valid for 30 seconds, sent by SMS to the R-Flex User's phone number declared to the Bank in this application.

The temporary password must be changed by the Client on the first login to R-Flex.

After this change, subsequent logins to R-Flex will be done based on the following Credentials:

(i) the username/user code initially allocated by the Bank;

(ii) the password as changed by the R-Flex User at the first login to R-Flex (which must contain at least 8 and at most 20 alphanumeric characters, at least one uppercase letter, one number, one lowercase letter, one special character and must not repeat any of the last 5 previously set passwords);

(iii) an 8-digit OTP code sent by the Bank via SMS, valid for 30 seconds.

The Client undertakes to keep the Credentials strictly confidential and not to disclose them to any third party.

3.3. As a security measure, access to R-Flex will be interrupted by the Bank after the password has been entered incorrectly three times in a row (during the validity of the Contract). If the Client loses or forgets the password, he may request the Bank to provide a new temporary password.

3.4. The Client can change the password at any time using their own terminal, according to the instructions specified in R-Flex. The Client must regularly change the password, in line with the recommendations displayed in R-Flex.

The Client may request the Bank, if deemed necessary, to suspend access to R-Flex. Suspension will take effect on the same day the Bank receives the Client's written/telephone request for this purpose at the email address/telephone number mentioned in Article 9 of this Terms and Conditions, for requests made during working hours, or on the next working day for other requests. The service will be resumed at the written request of the Client addressed to the Bank, on the working day on which the Bank receives the written request. By exception, any request for suspension or resumption received after the Bank's closing time will be processed immediately on the next working day.

3.5. **R-Flex User Guide**. The Bank will provide the Client with the R-Flex User Guide together with the transmission of the Credentials through the notification means provided in this Contract.

The R-Flex User Guide can be accessed and downloaded both before the signing of the Contract and throughout the duration of the Contract, in its latest version, on the Bank's website.

In case of discrepancies between the provisions of the R-Flex User Guide and the Contract, the provisions of the Contract shall prevail.

4. Intellectual Property

4.1. Any historical data, product descriptions, texts, information, data (including prices), software (standard software, specific software, developed programs, etc.), graphics, still or moving images, sounds (hereinafter referred to as "Content") and, more generally, any part of R-Flex and any related documentation are protected by intellectual property rights and are and remain the exclusive property of the Bank or, as the case may be, of third-party suppliers from whom the Bank has acquired the necessary rights for the conclusion of this Contract.

4.2. The Client who has acquired the right to use R-Flex according to the Contract agrees to use the Content through the User exclusively for their own internal activities and within the limits specified in the Contract. Among others, but without limitation, the Client shall not copy, display, adapt, translate, modify, rent, sell, or disclose in any way and under any form the Content to any person other than the R-flex User.

4.3. Any information available through the website https://r-flex.raiffeisenonline.ro/login about R-Flex shall be subject to the terms and conditions specified on the website www.raiffeisen.ro.

5. Client's Obligations, Declarations, and Warranties

5.1. Upon the execution of the present Contract, the Client represents and warrants that:

(i) is a trade company validly existing under the laws of its jurisdiction and all obligations hereby assumed are legal, valid and binding and do not violate or conflict with any provisions of the Client's incorporation documents and/or do not result in a breach of any applicable laws and regulations currently in force; and

(ii) all identification/contact data of itself and of the R-Flex User are and will be updated in accordance with the instructions and procedures of the Bank.

5.2. The Client expressly accepts and assumes the risk of changes in the circumstances of fulfilling the Contract, given the nature of the object of the Contract, including but not limited to currency risk, fluctuation of banking/financial indices, etc.

5.3. The Client is obliged to inform the Bank of any changes to its own data or to the data of the R-Flex User by filling in the application for the maintenance/change request for the R-Flex Service. The Client shall appoint R-Flex Users by filling in and signing the present application, if it has opted for contracting the R- Flex Service.

Any modification of R-Flex Users shall be made by filling in and signing an application for the maintenance/change of the R-Flex Service. The Client shall be liable for the accuracy of any data and options filled in/checked, being fully liable for any consequences arising from this, including all risks that might result from any errors in completing the information.

5.4. The Client undertakes:

(i) to become familiar with and to instruct the R-Flex Users in order to properly use the R-Flex Service according to the Contract;
(ii) communicate to the person(s) designated as R-Flex User, at the email address and mobile phone number provided to the Bank, the initial credentials for activation of the R-Flex Service, i.e., the username/user code and temporary password, as well as the OTP code required for each login to the R-Flex Service application received by SMS.

5.5. The Credentials (Security Elements) are confidential, and the Client is obliged to take all reasonable measures to ensure their safe and secure storage, as well as to ensure the R-Flex User keeps the Credentials secure to prevent unauthorized persons from accessing/connecting to the R-Flex Service. The Client is fully responsible for the Credentials, their reasonable security, and any consequences of disclosure or use by third parties. The R-Flex User has the obligation to keep the Credentials secure to prevent unauthorized access/connection to the R-Flex Service by other persons. The Credentials must be known exclusively by the R-Flex User and must not be communicated to anyone else (including Bank staff) under any circumstances. The Client and the R-Flex User are fully responsible for the use of security elements and for the consequences of disclosing or allowing them to be used by third parties.

5.6. In case of loss/theft or use without the consent of the R-Flex User of the device accessing the R-Flex Platform, or if the Credentials are used by unauthorized persons, the user is obliged to immediately notify the Bank by phone. This notification does not eliminate the Client's responsibility for any consequences of use of the Service by unauthorized third parties.

5.7. All transactions carried out via the R-Flex Service until the moment the Client/R-Flex User notifies the Bank of the occurrence of an event mentioned in point 5.6 shall be considered transactions authorized by the R-Flex User, in the name and for the Client, and the Bank bears no responsibility for them. Likewise, the Bank is not responsible for transactions carried out based on the security Credentials if they were used by other persons, regardless of whether these were communicated by the R-Flex User or used without their consent in any way.

5.8. To prevent events such as those mentioned above, the R-Flex User undertakes to keep the Platform Credentials secure and known only to themselves.

5.9. The Client and the R-Flex User are obliged to cooperate with the Bank and/or any competent authority to prevent any type of fraud or to carry out any investigations related to the use of R-Flex.

5.10. The Client and the R-Flex User are obliged to monitor the transactions carried out via R-Flex and immediately report any discrepancy or irregularity identified regarding these to the Bank.

5.11. The security of the workstations used by the R-Flex User to access the Service is the responsibility of the Client, and the Bank shall in no situation be held liable for any damages suffered by the Client as a result of non-compliance with the security conditions for equipment, installations, operating systems, local networks to which the terminal used to access the R-Flex Platform is connected, etc.

5.12. The Client acknowledges and accepts that any instruction received by the Bank on the basis of the Credentials entered by the R-Flex User is considered an irrevocable instruction from the Client and represents the Client's irrevocable agreement transmitted to the Bank for the carrying out/processing of the operations sent by him and for the registration, by the Bank, in its account of the instructions transmitted electronically via the R-Flex Service, and unconditionally recognizes these records as binding on both the Client and the R-Flex User.

5.13. The Client is responsible for the accuracy of the data entered by the R-Flex Users in the pre-defined instruction fields sent to the Bank through the R-Flex Service (for example: amounts entered, the Accounts from/in which transactions are carried out), as well as for the manner in which the R-Flex User accesses the R-Flex Service in the Client's name, and fully assumes the consequences of such actions, including all risks resulting from possible completion errors.

5.14. The Client shall be liable for the reality and accuracy of the data supplied to the Bank during performance of this Contract.

5.15. The Client acknowledges that the Bank may periodically change the Client's username and access password for R-Flex and/or cancel them, without prior notice and without limitations, especially if there is a risk to the security of the Bank's information system or any component or all components of the R-Flex website (for example, when the Client has not used R-Flex for more than six (6) consecutive months, or in the event of unauthorized access), or when the provisions of the R-Flex Guide are not observed.

5.16. The Client declares that he/she has taken note of and accepted the provisions of the R-Flex User Guide, a document in electronic format accessible on the Bank's website and which was communicated to the Client together with the Credentials.

5.17. **Confidentiality.** The Parties undertake to maintain the confidentiality of all data related to the Services and Transactions in accordance with applicable legal provisions on professional secrecy and personal data protection. The Parties also undertake to disclose any confidential data only as required by law or with the consent of the other Party. The Client irrevocably authorizes the Bank to provide any information concerning the Client and its relationship with the Bank to legally empowered authorities that request such information.

6. Suspension and Blocking of Access to the R-Flex Platform

6.1. Without prejudice to other provisions of the Contract, the Bank may temporarily suspend all or part of the functionalities of R-Flex in any of the following situations:

(i) legislative changes require it;

(ii) at the Bank's initiative, for technical reasons (including in the case of technical problems caused by a third-party telecommunications service provider) or security reasons or when maintenance services are provided for the application(s) enabling the use of R-Flex;

(iii) upon notification by the Client of a change in the R-Flex User;

(iv) in situations of market volatility, as determined by the Bank;

(v) in the cases provided for in the Contract or in the R-Flex Guide, including at the request of the Client, if applicable.

Such suspension will be notified to the Client by the Bank as soon as it becomes aware of it.

6.2. The Bank reserves the right to totally or partially block access to R-Flex in any of the following cases:

(i) the Client fails to comply with any of the contractual obligations assumed under this Contract;

(ii) in the case of improper or abusive use of the R-Flex Service or use in breach of the law;

(iii) if the Client has not fulfilled the obligation to provide the Bank with the information/documents/declarations requested according to the General Business Conditions or if the Bank receives incomplete, insufficient, or untrue information or declarations, or if the Bank has reasonable suspicions or reasons to doubt the authenticity of the information and documents provided by the Client or the declarations assumed by them;

(iv) if there are reasonable suspicions or reasons to suspect the Client of money laundering, terrorist financing, fraud, international sanctions, or if the Client is a Designated Person or Restricted Party, or in any other situation where the Client does not fit the risk profile established by the Bank in its internal regulations, without being obliged to justify this decision to the Client. Blocking of access to the Service will be communicated to the Client immediately after blocking.

7. Limitation of the Bank's Liability

7.1. The Bank shall not be held liable by the Client, and may consequently rely, without being liable for any resulting losses, on the fact that it has acted on the basis of any notice, request, opinion, certificate, or other document considered by the Bank, in good faith, to be authentic and signed or provided by authorized persons, including but not limited to, Instructions provided by those persons deemed by the Bank to be Authorized Representatives of the Client.

7.2. Without prejudice to its usual obligation of diligence regarding the execution of Transactions, the Bank will make reasonable efforts with respect to the receipt and transmission of information to and from the Client. The Bank will not be liable for the transmission of information and is not responsible for the accuracy of such information. The Bank's liability is limited to damages that the Client can prove have been caused by the Bank's exclusive gross negligence.

7.3. The Client may not claim damages from the Bank for any information displayed on R-Flex or for the use of such information by the Client. The Bank's responsibility regarding information is limited to information that is proven to be intentionally false or misleading.

7.4. The Bank shall be liable only for gross negligence or willful misconduct with respect to the receipt, transmission, or execution of transactions. The Bank shall not be held liable for any damages caused to the Client if the Instructions and Accounts used for executing the transactions were those transmitted or selected by the Client within the Trading Platform, and the Bank's receipt of the Client's Instructions was based on the authentication of Authorized Representatives within the Trading Platform.

7.5. The Bank is exonerated from liability for failure to process a Transaction for the following reasons: lack of availability or insufficient funds in the account indicated by the Client for debit, completion errors, illegality of operations, existence of enforceable orders from judicial authorities.

7.6. The Bank is not required to verify the security measures taken by the Client or by the R-Flex User to ensure the confidentiality of Credentials, nor the security level of terminals used to access the R-Flex Service. The Bank will not be liable for any damage suffered by the Client due to the failure or non-application of these security measures by the Client or the R-Flex User.

7.7. The Bank shall not be liable for the suitability or timeliness of transactions carried out by the Client through the R-Flex Service. R-Flex does not provide the Client with personalized advice regarding the appropriateness of any transaction intended by the Authorized Representative or any other kind of consultancy that might influence their choices. The Authorized Representative must perform Transactions according to their own needs, reasoning, and knowledge. Prior to executing any Transaction using R-Flex, the Client must collect all relevant information about the respective transaction. Before executing any Transaction using R-Flex, the Client must collect any relevant information about the respective Transaction. It is considered that the Client knows the methods of trading, ways of accessing the Service, the specifics of the market, and the Transactions which the Client intends to carry out through R-Flex.

7.8. The Bank is not liable for the legality of supply/performance of the products/services of the mobile device supplier and/or third parties, nor for the security, accuracy, legality, or any other aspect of such products/services offered by them.

7.9. The Bank is neither responsible for nor provides support or assistance for any hardware, software, or other products or services of third parties. If the R-Flex User has questions or issues with a product or service provided by a third party, he must contact the relevant provider/third party for assistance.

7.10. The Bank cannot control the operating system of the mobile device/computer used by the R-Flex User. Therefore, the Bank is not responsible for any kind of damage caused to the mobile device/computer, including but not limited to any security breach caused by viruses, errors, fraud, forgery, omission, interruption, malfunction, delay in operations or transmissions, computer lines or network failures or any other technical malfunction. The Bank cannot be held liable for direct or indirect damages resulting from the execution of unauthorized payments generated by the exposure of the Client's/User's device/computer to viruses and/or other applications/programs, as well as from theft of the device.

7.11. **Service Interruption.** The Bank is not responsible for the consequences caused by interruption of the Service for any reason. The Client may address the Bank for conducting operations. The Client may access other channels offered by the Bank for performing banking operations via the Internet.

8. Duration, modification and termination of the Contract

8.1. The Contract regarding the R-Flex Service shall be valid for an indefinite period, except in the event that it is terminated by one of the means provided in this Contract.

8.2. The modification of the R-Flex Service functionalities, meaning the removal of certain functionalities, changes to the current ones, or the addition of new functionalities by the Bank, to the extent permitted by applicable legislation, will be carried out without the need to conclude an addendum to the Addendum. In this case, the Bank will notify and/or display the changes to the R-Flex functionalities, as well as any related commissions for their use, if applicable, within the R-Flex Platform and on the page https://bank.raiffeisen.ro/ro/r-flex/home.html . The Parties agree that accessing the R-Flex functionalities, as amended by the Bank, shall constitute the Client's written consent to use them under the conditions stated by the Bank within the application. If the Client considers that the new functionalities are against their interests, they may request termination of this Contract in accordance with the provisions of art. 8.5 letter d) of the Contract.

8.3. By way of exception to art 8.4, amendments to the R-Flex User will be sent by the Bank to the Client by email to the addresses mentioned in the present application to this Contract and do not require the signing of an addendum between the parties.

8.4. Alterations to the terms of this Contract shall be made by mutual agreement of the Parties. The Bank has the obligation to notify the Client regarding the modification of the contractual provisions at least 30 days before the proposed date for the entry into force of the modification. The Client has the obligation to communicate the option of acceptance or non-acceptance of the new conditions within the 30-day period. The Parties agree that the online transmission by the Client, through the R-Flex User that has also the capacity of legal representative, of the acceptance regarding the modification proposed by the Bank, by ticking the corresponding field within the R-Flex Platform (in case the Platform offers such a functionality)/or other mean proposed by the Bank, the acceptance of the new provisions, is worth his written agreement; also, the use of the R-Flex Platform is worth the written agreement of the Client regarding these modifications. If the Client does not accept the modifications proposed by the Bank, before the date proposed for the application of the modifications, the Client has the right to unilaterally terminate the Contract, immediately and free of charge, under the conditions provided in art. 8.5 lit. d). Should the Client not unilaterally terminate the Contract by the proposed effective date, the Parties agree that the Client's silence shall be deemed as tacit acceptance of those changes.

8.5. The present Contract may be terminated in one of the following situations:

a. at any time, by written agreement of the Parties;

b. by termination, if one of the Parties fails to fulfill its contractual obligations or fulfils them improperly, including in any cases of total or partial blocking of access to R-Flex, the contractual relationship being considered automatically terminated, without the need for notice of default, court intervention, or the fulfilment of any other prior formalities, judicial or extra-judicial; the Client accepts that the Bank may notify termination of the Contract within a reasonable period after its cessation;

c. in the event of force majeure as defined in Art. 10.2, when the force majeure event lasts for more than 30 calendar days;

d. by unilateral termination by either party; in case the Contract is terminated by the Client, he has the obligation to fill in the form for the termination of the R-Flex Service, made available by the Bank, the termination becoming effective within one working day from the date of submission of the request to the Bank, if the Contract is terminated by the Bank, the termination becomes effective on the expiration date of a term of 15 days from the date of notification to the Client;

e. the Client ceases to hold at least one current account opened with the Bank;

f. by withdrawal of the product by the Bank, with at least 15 days' prior notice.

8.6. The rights and obligations of the Client arising from this Contract, as well as the Contract in its entirety, may not be assigned, taken over, or transferred in any other way without the express consent of the Bank.

8.7. The Client expressly accepts the unusual clauses in this Contract as defined in Article 1203 of the Civil Code, as well as the clauses of the General Business Conditions (GBC), which are considered incorporated in this Contract by reference, such as, but not limited to, the provisions of art. 1 "*R-flex Service"*, art. 3 "*R-flex Platform",* art. 5 "Client's declarations and warranties", art. 6 *"Suspension and Blocking of Access to the R-Flex Platform*", art. 7 " *Limitation of the Bank's Liability* ", art. 8 "*Duration, Amendment and Termination of the Contract".*

Article. 9. Notices and communications

9.1 All notifications and communications will be made in accordance with the provisions of the GBC (which at the date of this Contract are found in paragraph 8.2 of GBC).

9.2. By way of exception from the provisions of the GBC, the Bank may, as it deems necessary, use in the performance of the Contract either the personal contact details (telephone and email) of the R-Flex User indicated in this application or the contact details of the Client (legal entity) indicated to the Bank in the relevant forms. It is essential for the performance of the Agreement that the identification and contact details of both the Client and the R-Flex Users are kept up to date.

9.3. In addition to the provisions of the GBC:

(i) the Client may contact the Bank, Capital Markets Sales Department, Tel: +4 021 306 1991 (for early liquidation in case of R-Flex Platform malfunction or if the term deposit cannot be open due to objective reasons), E-mail: treasury.sales@raiffeisen.ro ;

(ii) the Bank may use the R-Flex Platform to send notifications to the Client.

Article 10. Final provisions

10.1. The applicable law to the present Contract is Romanian law.

10.2. The Bank shall not be liable in the event that the failure to fulfil any of its contractual obligations is due to a force majeure event, as defined in the GBC, currently set out in Articles 8.9.5 and 8.9.6 of the GBC. Each Party shall use all due diligence to minimize the effects resulting from force majeure as much as possible.

10.3. In the event that a clause in this Contract becomes void or unenforceable, the other clauses or unaffected parts of that clause will remain valid and will continue to take effect.

10.4. The delay or non-fulfilment by the Bank of any contractual right will not prevent the Bank from exercising this right and will not be considered as representing an agreement regarding the timely non-fulfilment of the contractual obligations by the Client.

10.5. If the Client has previously concluded with the Bank a Treasury Master Agreement for operations traded through trading platforms ("*Master Agreement*") and, at the date of signing this Contract, does not have access to any other trading platform except for R-Flex, the Master Agreement shall cease to have effect for the future as of the date of signing this Contract. Otherwise, if the Client has access to other trading platforms besides R-Flex under the Master Agreement, the Master Agreement shall cease to have effect for the future as of the date of signing this Contract only with respect to the R-Flex Service and Platform.