

## Termeni si conditii aferenti serviciului de executare tranzactii cu instrumente financiare derivate/Terms and conditions related to transactions execution service for derivative financial instruments

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

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

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

| Sectiunea 1. SCOP SI OBIECT  | Section 1. PURPOSE AND SUBJECT MATTER  |
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| <p>Banca si Clientul anticipeaza ca vor incheia una sau mai multe Tranzactii in anumite momente. Prezentul Contract este un contract cadru care ofera posibilitatea Partilor de a incheia Tranzactii fara ca simpla lui incheiere sa oblige vreuna din Parti la aceasta sau ca incheierea unei tranzactii sa afecteze valabilitatea Contractului.</p> <p>Tranzactiile vor fi decontate la Data Scadentei in si din Conturile Clientului.</p> | <p>The Bank and the Client anticipate entering into one or more Transactions from time to time. The present Agreement represents a framework agreement that allows the Parties to conclude Transactions but its conclusion does not compel any of the Parties to it, without the failure of entering into a transaction to affect the validity of the Agreement.</p> <p>The Transactions with shall be settled at the Due Date in the Client's Accounts.</p> |
| <p>Fiecare Tranzactie agreeata in baza prezentului Contract-Cadru care include Confirmarile Tranzactiilor, in limba romana si/sau engleza schimbate intre Parti, va respecta prevederile cuprinse in prezentul Contract Cadru, suplimentate de CGB, fiind acceptate in mod expres de catre Client prin incorporare.</p>  | <p>Each Transaction as agreed under this Master Agreement which includes the Confirmations of the Transactions, in Romanian and/or English language exchanged between the Parties, shall be subject to the provisions set forth herein, and supplemented by the GBBT, expressly accepted by reference.</p>   |
| Sectiunea 2. DEFINITII   | Section 2. DEFINITIONS   |
| <p>Termenii si definitiile utilizate in prezentul Contract vor avea sensurile definite in Contract sau in Anexa 1 la prezentul Contract sau in masura in care nu se regasesc nici in Contract sau Anexa 1, atunci vor avea sensurile definite in 1998 FX and Currency Option Definitions si in 2006 ISDA Definitions.</p>  | <p>The terms and definitions used herein shall have the meanings as defined in the Agreement or as contemplated in Annex 1 to the present Agreement or to the extent that they are not found in the Contract or Annex 1, they shall have the meanings as defined in 1998 FX and Currency Option Definitions and 2006 ISDA Definitions.</p>   |
| Sectiunea 3. UN SINGUR CONTRACT  | Section 3. SINGLE AGREEMENT  |
| <p>Toate Tranzactiile sunt incheiate pe baza faptului ca prezentul Contract Cadru si toate Confirmarile, precum si toate Anexele formeaza un singur contract (denumite impreuna "Contractul"), iar Partile nu vor incheia nicio Tranzactie in afara acestuia.</p>  | <p>All Transactions are entered into based on the fact that this Master Agreement and all the Confirmations, as well as all Annexes form a single agreement (collectively referred to as "Agreement") and the Parties would not otherwise enter into any Transaction.</p>  |
| Sectiunea 4. OBLIGATII   | Section 4. OBLIGATIONS   |
| <p>4.1. Partile au obligatia sa efectueze platile specificate in Confirmari, in conditiile prevazute in Confirmari, sub rezerva</p>  | <p>4.1. The Parties are compelled to make the payments stated in Confirmations, under the conditions specified therein,</p>  |

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| <p>celorlalte prevederi din prezentul Contract. Platile vor fi efectuate in fonduri liber transferabile si in modul obisnuit pentru plati in valuta respectiva</p>   | <p>subject to the other provisions of this Agreement. The payments shall be done in freely transferable funds and in the manner customary for payments in the respective currency.</p>   |
| <p>4.2. Clientul are obligatia de a efectua platile specificate in Confirmari, chiar si in cazul in care Tranzactiile incheiate cu Banca au fost inchise in pierdere pentru el.<br/>Banca este autorizata prin prezentul Contract de catre Client sa blocheze sumele relevante, in vederea decontarii Tranzactiilor Clientului.</p>  | <p>4.2. The Client has the obligation to make the payments specified in Confirmations, even if the Transaction concluded with the Bank has been closed in loss for the Client.<br/>The Bank is authorised through the present Agreement by the Client to block the relevant amounts, as the Bank considers necessary, for the settlement of the Client's Transactions.</p>   |
| <p>4.3. Clientul va avea, in Conturile deschise la Banca, sumele necesare pentru constituirea garantilor aferente Tranzactiilor incheiate, in momentul transmiterii Instructiunilor aferente catre Banca, sau, in mod exceptional si numai in masura in care este convenit astfel de catre Parti, dupa transmiterea respectivelor Instructiuni.</p>  | <p>4.3. The Client shall have, in the Accounts opened at the Bank, the amounts necessary for the set-up of the security interests related to the Transactions when sending the afferent Instructions towards the Bank, or, as an exception, and only if agreed by the Parties, after the issuance of such Instructions.</p>  |
| <p>4.4. Clientul se angajeaza prin prezenta sa procedeze la decontarea operatiunilor respective punand la dispozitia Bancii sumele necesare pana cel mai tarziu la data decontarii respectivelor Tranzactii.</p>   | <p>4.4. The Client commits himself through the present, to proceed to the settlement of the respective operations making available to the Bank the amounts necessary until the latest date of the settlement of the respective Transactions.</p>   |
| <p>4.5. Clientul are obligatia sa completeze orice formulare necesare pentru derularea prezentului Contract conform legislatiei aplicabile (inclusiv, dar fara a se limita la formularele aferente reglementarilor MiFID II si EMIR) si procedurilor Bancii. In masura in care aceste formulare au fost completate de Client cu alte ocazii in legatura cu alte contracte incheiate cu Banca si, in masura in care informatiile declarate in acestea nu necesita modificari, Clientul este de acord ca aceste formulare sa fie utilizate de Banca si pentru incheierea acestui Contract, pe care aceste formulare il completeaza corespunzator.</p>  | <p>4.5. The Client must fill-in any forms necessary for the performance of this Agreement under applicable law (including, but not limited to forms related to the MiFID II and EMIR provisions) and the Bank's procedures. To the extent that these forms were completed with other occasion by the Client in relation with other agreements concluded with the Bank and to the extent that the information reported does not require changes, the Client agrees that these forms can be used by the Bank also for the conclusion of this Agreement, which is completed properly by these forms.</p>  |
| <p><b>Sectiunea 5. INSTRUCIUNI SI FURNIZAREA DE INFORMATII</b></p>   | <p><b>Section 5. INSTRUCTIONS AND INFORMATION</b></p>  |
| <p>5.1. Clientul va transmite Bancii Instructiunile referitoare la incheierea Tranzactiilor sau la orice alte operatiuni legate de obiectul prezentului Contract numai prin intermediul Reprezentantilor Autorizati ai acestuia mentionati in Anexa 4 la prezentul Contract, prin oricare dintre urmatoarele modalitati:</p> <p>(i) convorbiri telefonice cu reprezentantii Departamentului Vanzari Piete de Capital a Bancii, numai la numerele de telefon inregistrate mentionate la clauza 5.7 de mai jos sau catre alte numere de telefon notificate de Banca in scris Clientului; limbile de comunicare in care Clientul poate sa se adreseze sunt romana si engleza.</p> <p>(ii) mijloace de comunicare electronice - platforme de tranzactionare ("Platforme de tranzactionare").</p> | <p>5.1. The Client shall place Instructions to the Bank related to the conclusion of the Transactions or to any other operations related to the object of the present Agreement only through its Authorized Representatives identified in Annex 4 of the present Agreement, by any of the following methods:</p> <p>(i) by phone calls to the representatives of the Capital Markets Sales Department of the Bank, only to the registered phone numbers mentioned at clause 5.7 below or to any other phone numbers notified by the Bank in writing to the Client; the languages in which the Client may communicate are Romanian and English language.</p> <p>(ii) electronic means of communication - trading platforms ("Trading Platforms").</p> |
| <p>5.2. Platformele de Tranzactionare prin care Clientul poate transmite Bancii instructiuni sunt: Raiffeisen eTreasury („RET”) si Bloomberg („BBG”), precum si alte platforme de tranzactionare care vor fi comunicate Clientului ulterior.</p> <p>5.2.1 RET</p>  | <p>5.2. The Trading Platforms through which the Client may transmit instructions to the Bank are: Raiffeisen eTreasury ("RET") and Bloomberg ("BBG"), as well as other trading platforms that will be communicated to the Client later.</p> <p>5.2.1 RET</p>   |

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| <p>Banca va furniza Clientului Ghidul de utilizare la (i) adresele indicate in Anexa 4 la prezentul Contract sau (ii) la sediul acestuia, odata cu prezentarea acestei Platforme de Tranzactionare.</p> <p>5.2.2. BBG<br/>Este o platforma/loc de tranzactionare pusa la dispozitia Clientului direct de furnizorul acesteia in baza unui contract incheiat intre acestia.</p> <p>5.2.3. Alte platforme de tranzactionare<br/>In conditiile in care Banca va decide adaugarea si a altor platforme de tranzactionare, Banca va notifica Clientul in consecinta, urmand sa-i puna la dispozitie, daca este cazul, si Ghidul de utilizare.</p>  | <p>The Bank will provide the Client with the User's Guide to (i) the addresses listed in Appendix 4 to this Agreement or (ii) at its premises along with the presentation of this Trading Platform.</p> <p>5.2.2 BBG<br/>It is a platform/trading venue made available to the Client directly by the supplier based on a contract concluded between them.</p> <p>5.2.3 Other trading platforms<br/>If the Bank decides to add other trading platforms, the Bank will notify the Client accordingly and, if appropriate, also provide the User Guide.</p>  |
| <p>5.3. Banca isi rezerva dreptul de a solicita Clientului sa transmita instructiunile specifice initierii Tranzactiei in forma scrisa, inainte sau dupa incheierea Tranzactiei. In cazul in care o astfel de solicitare intervine ulterior Tranzactiei, atunci Clientul va transmite Bancii documentele in termen de 1 (una) Zi Lucratoare de la data cererii.</p>   | <p>5.3. 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.</p>   |
| <p>5.4. Banca utilizeaza inregistrarea convorbirilor telefonice si a altor mijloace de comunicare electronice cu clientii. Clientii au dreptul sa primeasca copii dupa aceste inregistrari sau comunicari intr-o perioada rezonabila de timp, in masura in care acestea se refera la Tranzactiile potentiale si la Tranzactiile cu instrumente financiare derivate incheiate. Aceste inregistrari sunt arhivate de catre Banca pe o perioada de 7 ani si pot fi puse la dispozitia clientilor. Clientul ia la cunostinta de inregistrarea conversatiilor telefonice si ale altor comunicari electronice si isi exprima acordul expres pentru utilizarea acestor inregistrari ca proba in cazul unui litigiu legat de Tranzactie. Inregistrările sunt acceptate prin prezentul Contract de catre Parti ca dovada a Instructiunilor furnizate telefonic sau prin alte mijloace de catre Client, in conformitate cu prevederile de mai sus. Toate aceste inregistrari vor ramane in proprietatea exclusiva a Bancii.</p> <p>Prin prezentul Contract, Partile convin si confirma ca in situatia in care Banca decide, la discretia sa, sa incheie cu Clientul o Tranzactie solicitata de acesta in conformitate cu prevederile prezentei sectiuni, Tranzactia respectiva va fi incheiata de catre Banca cu respectarea integrala a Instructiunilor Clientului transmise telefonic si/sau prin mijloace de comunicare electronice.</p> | <p>5.4. The Bank uses recordings for the Clients' phone calls and other electronic means of communication. Clients are entitled to get copies of such recordings within a reasonable time period, to the extent they relate to potential transactions and transactions in derivative financial instruments. These recordings are archived for a period of seven (7) years and may be made available to the Client. The Client hereby takes note of the recording of such telephone conversations and electronic communications with the Bank and explicitly consents to the use of such records as evidence in the event of any court or other proceeding resulting from a dispute in connection with a Transaction. The recordings are hereby accepted by the Parties as evidence of the Instructions delivered by the Client by phone calls or by other electronic means pursuant to the provisions above. All such recordings shall remain the sole property of the Bank.</p> <p>The Parties hereby agree and acknowledge that in case the Bank decides, at its sole discretion, to conclude, with the Client, any Transaction requested by the Client pursuant to the provisions of this section, such Transaction shall be made by the Bank in full compliance with the Client's Instructions transmitted by phone calls and /or by electronic means of communication.</p> |
| <p>5.5. In vederea identificarii si autentificarii Clientului, Banca va solicita acestuia datele de identificare ale Reprezentantilor Autorizati ori va stabili parole, coduri sau carduri de identificare, dupa cum va considera necesar.</p>  | <p>5.5. In order to identify and authenticate the Client, the Bank will request the identification data of the Authorized Representatives or by establishing of passwords, codes or authentication cards, as the Bank will deem appropriate.</p>  |
| <p>5.6. Banca poate oferi Clientului, cu buna credinta si la cererea acestuia, informatii privind evolutia cotationilor in cadrul pietelor/locurilor de tranzactionare aferente instrumentelor financiare derivate ("<b>Informatiile</b>"), din surse pe care Banca le considera ca fiind de incredere. Cu toate acestea, este acceptat de catre Parti faptul ca aceste Informatii nu pot fi considerate</p>  | <p>5.6. The Bank may provide the Client in good faith and upon the Client's request, with information regarding the evolution of the quotations within the derivatives market/trading venues ("<b>Information</b>"), from sources deemed reliable by the Bank. However, it is agreed by the Parties such information may not be considered by the Client as an</p>  |

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| de catre Client ca o invitatie de a tranzactiona.  | invitation to trading.   |
| <p>5.7. Datele de contact din cadrul Bancii, in scopul prezentei sectiuni, sunt:</p> <p>Departament Vanzari Piete de Capital/ Directia Piete de Capital/ Divizia Trezorerie si Piete de Capital<br/>Pentru furnizarea de instructiuni si informatii:<br/>Tel: +40 21 306 1991<br/>e-mail: treasury.sales@raiffeisen.ro</p>   | <p>5.7. The Bank's contacts, for the purposes of the present section are:</p> <p>Capital Markets Sales Department/ Capital Markets Directorate/ Treasury and Capital Markets Area<br/>For providing instructions and information:<br/>Tel: +40 21 306 1991<br/>e-mail: treasury.sales@raiffeisen.ro</p>  |
| <b>Sectiunea 6. DECLARATII SI GARANTII</b>   | <b>Section 6. REPRESENTATIONS AND WARRANTIES</b>   |
| <p><b>Declaratii si Garantii</b></p> <p><b>6.1.</b> Fiecare Parte declara si garanteaza celeilalte Parti (aceste declaratii si garantii vor fi considerate a fi repetate de fiecare Parte la data incheierii fiecarei Tranzactii) cu privire la:</p> <p><b>(i) Situatii.</b> Este infiintata si isi desfasoara activitatea in mod legal conform legilor din jurisdicia in care a fost infiintata sau inregistrata si este solvabila.</p> <p><b>(ii) Atributii.</b> Are puterea si autoritatea necesara de a incheia prezentul Contract si fiecare Tranzactie. Persoana sau persoanele care semneaza prezentul Contract sunt reprezentantii autorizati in mod legal, avand autoritate deplina de a semna si a duce la indeplinire prezentul Contract.</p> <p><b>(iii) Nicio incalcare sau Conflict.</b> Incheierea prezentului Contract nu incalca sau nu este in conflict cu vreo lege aplicabila, oricare dintre prevederile cuprinse in documentele de constituire ale acesteia, vreun ordin sau decizie a oricarui tribunal sau agentie guvernamentala aplicat in legatura cu aceasta sau orice restrictie contractuala angajanta pentru aceasta sau de care aceasta este afectata.</p> <p><b>(iv) Aprobări.</b> Toate aprobările care tin de guvernanta companiei si orice alte aprobări necesare a fi obtinute de aceasta in legatura cu prezentul Contract sunt in vigoare si produc efecte si au fost indeplinite toate conditiile unor astfel de aprobări.</p> <p><b>(v) Absenta anumitor evenimente.</b> Nu a intervenit si nici nu continua in legatura cu Partea respectiva un Caz de Neindeplinire sau un potential Caz de Neindeplinire.</p> <p><b>(vi) Absenta Litigiilor.</b> Nu se afla in curs sau, conform informatiilor acesteia, nu se afla pe cale sa fie initiata impotriva acesteia nicio actiune, proces sau procedura legala in niciun tribunal, organizatie guvernamentala, agentie sau arbitru care ar putea afecta legalitatea, valabilitatea sau aplicabilitatea Contractului.</p> <p><b>(vii) Acuratetea Informatiilor Furnizate.</b> Toate informatiile aplicabile care sunt furnizate in scris de catre sau in numele unei Parti catre cealalta Parte sunt, la data fiecarei Confirmari, adevarate, corecte si complete din toate punctele de vedere.</p> <p><b>(viii) Lipsa reprezentarii.</b> Incheie prezentul Contract, inclusiv</p> | <p><b>Representations and Warranties</b></p> <p><b>6.1.</b> Each Party represents and warrants to the other Party (which representations and warranties will be deemed to be repeated by each Party on each date on which a Transaction is entered into) that:</p> <p><b>(i) Status.</b> It is duly organised and validly existing under the laws of the jurisdiction of its organization or incorporation and in good standing.</p> <p><b>(ii) Powers.</b> It has the necessary power and authority to enter into this Agreement and each Transaction. The person or persons signing this Agreement are duly authorized representatives, with full authority to sign and execute the Agreement.</p> <p><b>(iii) No violation or Conflict.</b> Entering into this Agreement does not violate or conflict with any applicable law, any provisions of its constitutional documents, any order or judgement of any court or agency of government applicable to it or any contractual restriction binding on or affecting it.</p> <p><b>(iv) Consents.</b> All consents related to the corporate governance and other consents that are required to have been obtained by it with respect to this Agreement and are in full force and effect and all conditions of any such consents have been complied with.</p> <p><b>(v) Absence of Certain Events.</b> No Event of Default or potential Event of Default has occurred and is continuing in respect of it.</p> <p><b>(vi) Absence of Litigation.</b> There is not 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 against the Party.</p> <p><b>(vii) Accuracy of Specified Information.</b> 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 Confirmation, true, accurate and complete in all material respects.</p> <p><b>(viii) No agency.</b> It is entering into this Agreement, including</p> |

fiecare Tranzactie, in nume propriu si nu ca agent al vreunei persoane sau entitati.

**(ix) Joc sau Pariu.** Nicio Tranzactie nu a fost sau nu se va incheia in scopuri speculative sau ca un joc sau un pariu, in sensul articolului 2264 – 2266 Cod civil.

**(x) Partile se vor baza pe propria experienta**

Fiecare Parte va fi considerata a declara catre cealalta Parte la data la care incheie o Tranzactie ca (in absenta unui contract scris intre Parti care impune in mod expres obligatii afirmative care prevad altceva): (A) actioneaza in cont propriu si a luat propriile decizii independente de incheiere a Tranzactiei (B) nu se bazeaza pe nicio comunicare (scrisa si orala) a celeilalte Parti interpretata ca o consultanta privind investitiile sau ca o recomandare de a incheia Tranzactia respectiva, intelegandu-se ca informatiile si explicatiile referitoare la termenii si conditiile unei Tranzactii nu vor fi considerate o consultanta cu privire la investitii sau o recomandare de a incheia Tranzactia respectiva; (C) nu a primit de la cealalta Parte nicio asigurare sau garantie privind rezultatele asteptate ale Tranzactiei respective; si (D) este capabila de a evalua si a intelege (in nume propriu sau prin consultanta profesionala obtinuta independent de prezentul Contract) si intelege si accepta termenii, conditiile si riscurile Tranzactiei respective si ca cealalta Parte nu actioneaza ca fiduciar sau consultant pentru aceasta in legatura cu Tranzactia respectiva

**6.2.** Clientul declara si garanteaza ca (aceste declaratii si garantii vor fi considerate a fi repetate de Client la data incheierii fiecărei Tranzactii):

**(i) Tranzactii in scop de hedging.** Toate Tranzactiile sunt incheiate in scop de hedging respectiv pentru diminuarea riscurilor legate de activul suport al Tranzactiei.

In cazul in care Clientul nu incheie tranzactia in scop de hedging, se obliga sa prezinte Bancii noile informatii in vederea reevaluării cadrului de desfasurare a acestor tranzactii.

**(ii) Tranzactii forward avand ca activ suport cursul de schimb (FX Forward) cu decontare fizica**

- orice astfel de tranzactie este utilizata in scop de plata a unor bunuri, servicii sau investitii directe ale Clientului in legatura cu afacerile Clientului, cu exceptia cazului in care Banca este informata in scris de contrariul inainte ca o astfel de tranzactie sa fie incheiata.

- a luat la cunostinta ca Banca poate considera ca orice tranzactie FX Forward cu decontare fizica incheiata intre Client si Banca este utilizata de Client in scop de plata a unor bunuri, servicii sau investitii directe ale Clientului in legatura cu afacerile Clientului, cu exceptia cazului in care Banca este informata de contrariul inainte ca o astfel de tranzactie sa fie incheiata.

each Transaction, as principal and not as agent of any person or entity.

**(ix) Game or Bet.** No Transaction has been or will be concluded for speculative purposes or as a game or a bet, in the meaning of article 2264 - 2266 of the Civil Code.

**(x) Parties to rely on their own expertise**

Each Party will be deemed to represent to the other Party on the date on which it enters into a Transaction that (absent a written agreement between the Parties that expressly impose affirmative obligations to the contrary): (A) it is acting for its own account, and it has made its own independent decisions to enter into that Transaction (B) it is not relying on any communication (written and oral), of the other Party as investment advice or as a recommendation to enter into that Transaction, it being understood that information and explanations related to the terms and conditions of a Transaction shall not be considered investment advice or recommendation to enter into that Transaction; (C) it has not received from the other Party any assurance or guarantee as to the expected results of that Transaction; and (D) it is capable of evaluating and understanding (on its own behalf or through independent professional advice obtained independently from the present Agreement) and understands and accepts the terms, conditions and risks of that Transaction and that the other Party is not acting as a fiduciary or an advisor for it in respect of that Transaction.

**6.2.** The Client represents and warrants (which representations and warranties will be deemed to be repeated by the Client on each date on which a Transaction is entered into) that:

**(i) Hedging Transactions.** All the Transactions are concluded for hedging purposes respectively for the diminishing of the risks related to the underlying asset of the Transaction.

If the Client does not conclude the transaction for hedging purposes, the Client undertakes to present to the Bank new information in order to re-evaluate the scope of these transactions.

**(ii) Deliverable FX forward transactions**

- any such transaction has the purpose of serving as a means of payment for goods, services, or direct investments of the Client in connection with the Client's business, unless RBRO is otherwise informed in writing by the Client before any such transaction is concluded.

- acknowledges that the Bank may assume that any deliverable FX Forward transaction between the Client and the Bank has the purpose of serving as a means of payment for goods, services, or direct investments of the Client in connection with the Client's business, unless the Client informs the Bank that this does not apply to a particular transaction before such transaction is concluded.

**(iii) Factorul de Decizie**

- nu are o companie terta sau o persoana fizica care ia deciziile de tranzactionare in numele sau ("**Factor de Decizie**"). Persoanele fizice indicate in cuprinsul Anexei 4 la prezentul Contract nu sunt considerate Factori de Decizie pentru scopul acestei clauze.

In cazul in care Clientul doreste sa autorizeze o companie terta sau o persoana fizica sa ia deciziile de investitii in numele sau, Clientul va informa in scris Banca in acest sens, furnizand Bancii Anexa 5 completata.

Cu exceptia cazului in care Banca primeste Anexa 5 completata, Banca va considera ca Clientul nu are un Factor de Decizie.

**(iv) Fara consultanta (Non-advisory)**

In ceea ce priveste Tranzactiile, Banca ofera servicii de investitii fara consultanta, care constau in executarea ordinelor si/sau preluarea si transmiterea ordinelor de cumparare sau vanzare de instrumente financiare. Serviciile vor fi furnizate si Tranzactiile vor fi acceptate doar pe baza evaluarii de catre Banca a cunostintelor si experientei Clientului cu privire la tipul de instrument financiar relevant si tipul de serviciu (fara consultanta). Banca nu va accepta tranzactii fara evaluarea oportunitatii respectivului instrument financiar raportat la cunostintele si experienta Clientului in baza Testului de Oportunitate, cu exceptia situatiei in care clientul este clasificat ca profesional sau contraparte eligibila.

Prin exceptie, Clientii Profesionali si Contraparti Eligibile (astfel cum sunt definitii in Legea nr. 126/2018 privind pietele de instrumente financiare) vor beneficia in baza prezentului Contract de serviciul de investitii de tip executie (execution only).

Decizia de investitie apartine intotdeauna Clientului care evalueaza si ia la cunostinta toate riscurile Tranzactiilor. Clientul a luat la cunostinta ca ar trebui sa incheie doar tranzactiile cu instrumente financiare ale caror riscuri le intelege si asupra carora are o imagine clara a tuturor riscurilor pe care le presupun.

**(v) Interpretare, familiaritatea cu instrumentele financiare derivate. Testul de Oportunitate**

Clientul confirma ca a luat la cunostinta ca in conformitate cu prevederile Legii nr. 126/2018 privind pietele de instrumente financiare tranzactiile care urmeaza a fi incheiate conform prezentului Contract au ca obiect instrumente financiare considerate complexe. Astfel, este necesara detinerea unor abilitati preliminare privind piata si instrumentele financiare derivate – inclusiv, dar fara a se limita la, terminologia profesionala speciala. In consecinta Clientul declara ca semneaza prezentul Contract si/sau incheie orice Tranzactie conform acestuia daca este pe deplin familiar cu modul de functionare a produselor tranzactionate.

**(iii) Decision Maker**

-that it doesn't have an external company or private individual to take the trade decision on its behalf ("**Decision Maker**"). The internal individuals listed in Appendix 4 to the present Agreement are not considered decision makers for this purpose.

Provided that the Client wishes to authorise an external company or private individual to take the investment decision on its behalf, the Client shall inform the Bank in this regard and shall provide Annex 5 completed.

Unless Annex 5 is completed, the Bank shall consider that the Client does not have a Decision Maker.

**(iv) Non-advisory**

With respect to Transactions, the Bank offers non-advisory investment services that consist of order execution and/or reception and transmission of orders for the purchase or sale of financial instruments. The services shall be provided and the Transactions shall be accepted only based on the assessment of the Bank regarding the Client's knowledge and experience with respect to the relevant type of financial instrument and service (non-advisory business). The Bank shall not be able to accept transactions without the assessment of the appropriateness of the financial instrument to the Client knowledge and experience based on the Appropriateness Test, except when the clients are classified as professional or eligible counterpartys.

By exemption the Professional Clients or Eligible Counterparties (as they are defined by Law no. 126/2018 regarding financial instruments markets) benefit, on the grounds of the present Agreement, of the execution only type of investment service.

The investment decision always resides with the Client which evaluates and acknowledges all the risks of a Transaction. The Client acknowledges that it should enter only in such transactions with financial instruments for which it has fully understanding and have a clear image of all the risks involved.

**(v) Interpretation, familiarity with derivatives. Appropriateness Test**

The Client confirms that it acknowledges that in accordance with Law no. 126/2018 regarding financial instruments markets the transactions to be concluded under this Agreement have as object financial instruments classified as complex. Thus possession of preliminary market and derivative skills – including but not limited to the special professional terminology – is required. Hence, the Client declares that it signs this Agreement and/or enters into any Transaction under this Agreement if it is entirely familiar the functionality of the traded instruments.

Pentru ca Banca sa verifice daca un instrument financiar solicitat de Clientul de Retail (astfel cum este definit de Legea nr. 126/2018) este oportun in considerarea cunostintelor si experientei Clientului in privinta celui tip de instrument financiar, Banca trebuie sa obtina informatii in vederea evaluarii daca Clientul Retail intelege riscurile asociate instrumentului financiar (**Testul de Oportunitate**).

Completarea Testului de Oportunitate in forma furnizata de Banca este o conditie obligatorie pentru orice tranzactie cu instrumente financiare sau furnizarea unui serviciu de investitii pentru Clientii Retail. Banca va pune la dispozitia Clientului de Retail un test de oportunitate pentru categoria relevanta de produse financiare. Testul va fi completat de Rezentantului Autorizat indicat de Client si rezultatul acestui test va fi considerat reprezentativ pentru toti Rezentantii Autorizati ai Clientului mentionati in Anexa 4 la prezentul Contract. In cazul in care exista un Factor de Decizie, atunci Testul de Oportunitate va fi completat de acesta din urma.

Daca Testul de Oportunitate arata ca instrumentele financiare solicitate nu sunt oportune in considerarea cunostintelor si experientei Clientului sau in cazul in care Clientul refuza furnizarea informatiilor necesare evaluarii oportunitatii tranzactiilor pentru Clientul respectiv, Banca va face cunoscut Clientului rezultatul testului, si va avertiza Clientul ca instrumentul financiar/ serviciul nu-i este potrivit sau ca informatiile furnizate Bancii nu permit acestuia evaluarea caracterului oportun al tranzactiilor. Banca va prelua instructiunea Clientului numai dupa asumarea de catre acesta a executarii tranzactiei impotriva rezultatului Testului de Oportunitate sau in lipsa unui astfel de rezultat.

Clientii Profesionalii si Contrapartile Eligibile, au potrivit legii, cunostiintele si experienta necesare cu privire la tranzactii si pot suporta riscurile aferente. In consecinta, evaluarea oportunitatii instrumentelor financiare sau ale serviciului de investitii printr-un test de oportunitate nu este efectuata de Banca.

#### **(vi) Riscuri**

Clientul declara ca:

- are cunostinte despre: elementele care determina profitul si pierderea in cadrul tranzactiilor cu instrumente financiare derivate si faptul ca sunt influentate de conditiile prevalente pe piata;
- inchiderea pozitiilor deschise (la solicitarea Clientului sau la initiativa Bancii) poate fi intarziata datorita conditiilor de pe piata potentiala.

Banca nu va fi tinuta raspunzatoare de catre Client pentru pierderile cauzate acestuia de evolutia nefavorabila a cotațiilor instrumentelor financiare derivate ce fac obiectul Tranzactiilor incheiate cu Banca in baza prezentului Contract.

#### **(vii) Costuri**

In order for the Bank to examine whether the financial instrument ordered by the Retail Client (as it is defined by Law no. 126/2018) is appropriate in view of the Client's knowledge and experience with respect to the relevant type of financial instrument, the Bank needs to obtain information in order to assess whether the Retail Client understands the risks associated with the financial instrument (**Appropriateness Test**).

The duly completed Appropriateness Test by the Retail Clients in the form provided by the Bank is a prerequisite of any transaction in financial instruments or any investment service provision. The Bank shall make available to the Retail Client, an appropriateness test for the relevant category of financial products. The test shall be completed by the Authorised Representative indicated by the Client the result of this test shall be considered representative for all the Authorised Representatives of the Client, specified within Annex 4 to the present Agreement. If a Decision Maker is designated then the Appropriateness Test will be completed by the Decision Maker.

If the Appropriateness Test shows that the ordered financial instrument is not appropriate in view of the knowledge and experience of the Client or if the Client refuses to provide sufficient information for Appropriateness Test, the Bank will make the Client aware that the respective financial instrument/ financial service is not appropriate or the Bank has not sufficient information in order to evaluate the appropriateness of respective trade. The Bank shall receive the Client order only after the Client shall undertake order execution against the Appropriateness Test result or in absence of such test.

Professional Clients and Eligible Counterparties have according to the law, the knowledge and the experience needed regarding the transactions and may undertake the risks related to it. As a result the appropriateness of the financial instruments and of the investment service through an appropriateness test is not realised.

#### **(vi) Risks**

The Client warrants that:

- it has knowledge about the elements that determine the profit and loss result of the derivative transactions and the fact that are influenced by the prevailing market conditions;
- the termination of the positions (at the Client request or the Bank's initiative), due to market conditions, be delayed, fact which may cause a potential loss for the Client.

The Bank shall not be held liable by the Client for the losses caused to it by the unfavourable evolution of the derivatives quotations that are the object of the Transactions concluded with the Bank on the grounds of the present Agreement.

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| <p>A luat la cunostinta ca toate costurile de produs in legatura cu tranzactiile cu instrumente financiare sunt identificate in Documentul cu informatii esentiale – KID, pe care Banca il pune la dispozitie clientilor sai prin publicarea pe site-ul Bancii, <a href="http://www.raiffeisen.ro">www.raiffeisen.ro</a> la sectiunea Despre-noi/ Guvernanta Corporativa (<a href="https://www.raiffeisen.ro/despre-noi/guvernanta-corporativa/priips/">https://www.raiffeisen.ro/despre-noi/guvernanta-corporativa/priips/</a>). Costurile serviciului de investitii sunt zero. Aceste KID-uri sunt generice cu privire la grupul sau sub-grupul relevant de astfel de tranzactii, astfel cum sunt descrise pe site si prevad costurile maxime care pot aparea in functie de client si de termenii tranzactiei, inclusiv exemple. Prin semnarea prezentului Contract, va exprimati acordul expres sa primiti costurile aferente produsului prin intermediul KID-ului, pe un suport durabil altul decat hartia (de exemplu, prin intermediul e-mail-ului sau al site-ului).</p> | <p><b>(vii) Costs</b></p> <p>It acknowledges that all product costs categories arising in connection with OTC derivative transactions are set out in the so-called Key Information Documents – KIDs, which the Bank makes available to its Clients by publishing them on the Bank’s website <a href="http://www.raiffeisen.ro">www.raiffeisen.ro</a> under the section Corporate Governance (<a href="https://www.raiffeisen.ro/despre-noi/guvernanta-corporativa/priips/">https://www.raiffeisen.ro/despre-noi/guvernanta-corporativa/priips/</a>). The investment service costs are zero. These KIDs are generic in respect of the relevant group or sub-group of such transactions as described on the website and set out the maximum costs that may arise depending on the client and the terms of the transaction including examples. By signing the present Agreement, you give your explicit consent to receive the product costs via KID, including product costs in KIDs, on a durable medium other than paper (e.g. by e-mail or a website).</p> |
| <p><b>Sectiunea 7. CAZURI DE NEINDEPLINIRE</b></p>  | <p><b>Section 7. EVENTS OF DEFAULT</b></p>  |
| <p><b>Cazuri de Neindeplinire.</b> Aparitia in orice moment in legatura cu o Parte (<b>“Partea in culpa”</b>) a uneia dintre urmatoarele situatii constituie un caz de neindeplinire (un <b>“Caz de Neindeplinire”</b>) in legatura cu Partea respectiva (cealalta Parte fiind <b>“Partea care isi respecta obligatiile”</b>):</p>  | <p><b>Events of Default.</b> The occurrence at any time with respect to a Party (the <b>“Defaulting Party”</b>) of any of the following events constitutes an event of default (an <b>“Event of Default”</b>) with respect to such Party (the other Party being the <b>“non-Defaulting Party”</b>):</p>   |
| <p><b>(i) Neplata.</b> Partea in culpa nu achita, la scadenta, orice suma pe care trebuie sa o achite conform prezentului Contract sau aferenta oricarei tranzactii care face parte din prezentul Contract, precum si dobanzile, comisiunile, majorările, penalitățile si oricare alte sume datorate în-baza prezentului Contract si in legatura cu acesta.</p> <p>Cheltuielile curente si pagubele suferite in legatura cu neexecutarea/nedecontarea Tranzactiei includ dobanda perceputa in legatura cu suma tranzactiei (incepand cu data scadentei individuale pentru fiecare Tranzactie in parte), cat si costurile de finantare si/sau pierderea suferita generate de incetarea sau restabilirea unei pozitii de tranzactionare corespunzatoare (de exemplu o tranzactie de sens contrar) in legatura cu Tranzactia respectiva, dar fara a se limita la acestea.</p>  | <p><b>(i) Failure to pay.</b> The Defaulting Party fails to make, when due, any payment required to be made by it under this Agreement or related to any Transaction forming part of this Agreement, as well as the interests, commissions, increases, penalties and any other sums owed on the basis of the present Agreement and in relation with it..</p> <p>The current expenditures and the damages related with the non-execution/non-settlement of the Transaction include the interest perceived in relation with the transaction sum (starting with the individual maturity for each Transaction separately), and, also, the financing costs and/or the loss generated by the ceasing or re-establishment of a corresponding position for transacting (i.e. a transaction of opposing sense) relating to the respective Transaction, but without being limited to these.</p>   |
| <p><b>(ii) Neindeplinirea obligatiilor.</b> Partea in culpa nu respecta sau nu isi indeplineste oricare dintre obligatiile care ii revin conform prezentului Contract sau oricarei Tranzactii care face parte din prezentul Contract.</p>   | <p><b>(ii) Failure to comply.</b> The Defaulting Party fails to comply with or perform any obligation under this Agreement or any Transaction forming part of this Agreement.</p>   |
| <p><b>(iii) Declaratii false.</b> Oricare declaratie sau garantie a Clientului data conform prezentului Contract este sau se dovedeste a fi neadevarata sau incorecta la orice moment sau Clientul a omis sa dezvaluiе un fapt sau o imprejurare care, intr-o apreciere rezonabila, ar fi putut influenta hotararea Bancii de a incheia prezentul Contract sau respectiva Tranzactie.</p>   | <p><b>(iii) False declaration.</b> Any representation or warranty of the Client made according to the present Agreement proves to be untrue or incorrect at any moment or the Client has omitted to reveal a fact or circumstance that in a reasonable judgement could have influenced the Bank’s decision to conclude the present Agreement or the related Transaction.</p>  |
| <p><b>(iv) Culpa extinsa.</b> O obligatie a Clientului asumata fata de Banca sau fata de terti (incluzand, fara a se limita la institutii de credit, societati de leasing, institutii financiare</p>  | <p><b>(iv) Cross-Default.</b> An obligation deriving from agreements concluded with the Bank or with third parties (including, without limitation, credit institutions, leasing</p>   |



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| <p>nebankare etc) referitoare la o Indatorare Specificata (in cazul in care suma totala a principalului din astfel de contracte sau documente, separat sau impreuna, depaseste Suma Plafon aplicabila) nu este platita la scadenta sau devine platibila/executabila sau poate deveni platibila/executabila inainte de scadenta.</p>   | <p>companies, non-banking financial institutions etc.), relating to Specified Indebtedness (where the aggregate principal amount of such agreements or instruments, either alone or together is in excess of the applicable Threshold Amount) that is not paid at the due date or becomes payable/enforceable or may become payable/enforceable before due date.</p>   |
| <p><b>(v) Faliment.</b> Clientul: <b>(1)</b> este dizolvat (in alt mod decât ca urmare a unei fuziuni, inasa inclusiv fara a se limita la proceduri de lichidare si dizolvare); <b>(2)</b> devine insolvent sau este in incapacitate de a-si plati datoriile sau nu isi indeplineste obligatia sau admite in scris incapacitatea generala de a-si plati datoriile pe masura ce acestea devin scadente (inclusiv, inasa fara a se limita la situatii de insolventa prezumata si insolventa iminenta, astfel cum se prevede prin Legea nr. 85/2014 privind procedurile de prevenire a insolventei si de insolventa); <b>(3)</b> efectueaza o cesiune generala sau un aranjament impreuna cu sau in beneficiul creditorilor sai (si inclusiv, inasa fara a se limita la procedura mandatului ad-hoc si a concordatului preventiv); <b>(4)</b> este instituita impotriva sa o procedura având ca scop o hotarâre privind insolventa sau falimentul (si inclusiv, inasa fara a se limita la proceduri de insolventa, faliment si reorganizare judiciara) sau orice alta protectie in baza oricarei legi privind falimentul sau insolventa sau oricarei legi similare care afecteaza drepturile creditorilor, sau este prezentata o cerere de faliment sau lichidare (inclusiv, inasa fara a se limita la proceduri de insolventa, faliment si reorganizare judiciara), si respectiva procedura sau cerere este instituita sau prezentata de orice persoana sau de orice entitate si care (I) are ca rezultat o hotarâre a instantei privind insolventa sau falimentul (inclusiv, inasa fara a se limita la orice proceduri de insolventa, faliment si reorganizare judiciara), sau inregistrarea unui ordin pentru acordarea unei perioade de gratie sau intocmirea unui ordin pentru falimentul sau lichidarea sa (inclusiv, inasa fara a se limita la orice proceduri de insolventa, faliment si reorganizare judiciara) sau (II) nu este respinsa, suspendata sau limitata sau nu se renunta la aceasta, in fiecare caz in termen de 30 de zile de la instituirea sau prezentarea acesteia; <b>(5)</b> o parte garantata intra in posesia tuturor sau a unei parti importante din bunurile sale sau se declanseaza, intenteaza sau incepe o executare, poprire, sechestrul sau o alta procedura legala in legatura cu toate sau o importanta parte din bunurile acesteia si respectiva parte garantata pastreaza posesia, sau respectiva procedura nu este respinsa, suspendata sau limitata sau nu se renunta la ea, in fiecare caz in termen de 30 de zile dupa ce a avut loc, sau in cazul in care, dupa expirarea termenului de 30 de zile, respectiva procedura sau cerere este evaluata de cealalta Parte ca avand o importanta redusa, evaluare care este in intregime supusa determinarii cu buna credinta a Partii respective; <b>(6)</b> cauzeaza sau face obiectul unei actiuni care, sub imperiul legii aplicabile respectivei jurisdicții, are efecte similare celor prevazute la punctele (1) pâna la (5) de mai sus (inclusiv); sau <b>(7)</b> initiaza orice actiune in legatura cu, sau indicând ca este de acord cu, aproba sau achieseaza la, oricare din actele de mai sus.</p> | <p><b>(v) Bankruptcy.</b> The Client <b>(1)</b> is dissolved (other than pursuant to a merger, but including without limitation the proceedings of <i>lichidare</i> and <i>dizolvare</i>); <b>(2)</b> becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due (including without limitation the statuses of presumed insolvency (<i>insolventa prezumata</i>) and imminent insolvency (<i>insolventa iminenta</i>), as regulated under the Law no. 85/2014 on proceedings of insolvency prevention and insolvency); <b>(3)</b> makes a general assignment, arrangement or composition with or for the benefit of its creditors (and including without limitation the proceedings of <i>mandat ad-hoc</i> and <i>concordat preventiv</i>); <b>(4)</b> has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy (and including without limitation the proceedings of <i>insolventa</i>, <i>faliment</i> and <i>reorganizare judiciara</i>) or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation (including without limitation the proceedings of <i>insolventa</i>, <i>faliment</i> and <i>reorganizare judiciara</i>), and such proceeding or petition is instituted or presented by any person or any entity and either (I) results in a judgment of insolvency or bankruptcy (including without limitation any of the proceedings of <i>insolventa</i>, <i>faliment</i> and <i>reorganizare judiciara</i>) or the entry of an order for relief or the making of an order for its winding-up or liquidation (including without limitation any of the proceedings of <i>insolventa</i>, <i>faliment</i> and <i>reorganizare judiciara</i>) or (II) is not dismissed, discharged, stayed or restrained in each case within thirty (30) days of the institution or presentation thereof; <b>(5)</b> has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment (including without limitation the proceeding of <i>poprire</i>), sequestration (including without limitation the proceeding of <i>sechestrul</i>) or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty (30) days thereafter, or if, after the lapse of the thirty (30)-day period, such proceeding or petition is assessed by the other party to be frivolous in nature, such assessment being entirely subject to that party's determination in good faith; <b>(6)</b> causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (5) above (inclusive); or <b>(7)</b> takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.</p> |
| <p><b>(vi) Fuziune fara asumarea obligatiilor.</b> Partea in culpa fuzioneaza sau transfera toate sau o mare parte dintre activele</p>  | <p><b>(vi) Merger without assumption.</b> The defaulting Party consolidates or amalgamates or transfers all or a substantial</p>   |

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| <p>acesteia catre o alta entitate, iar bonitatea entitatii rezultante, care supravietuieste sau care beneficiaza de transfer este inferioara celei a Partii in culpa inainte de initierea unei astfel de actiuni.</p>  | <p>part of its assets to another entity and the creditworthiness of the resulting, surviving or transferee entity is materially weaker than that of the Defaulting Party prior to the initiation of such action.</p>   |
| <p><b>(vii) Cazuri suplimentare de Neindeplinire</b><br/>Va exista un Caz de Neindeplinire a Contractului, aplicabil Clientului, daca:</p> <p>(a) se produce orice schimbare in situatia economica, financiara sau de orice alta natura a Clientului sau a perspectivelor sale, care, in opinia rezonabila a Bancii, va putea afecta semnificativ si in mod negativ abilitatea de a-si onora obligatiile ce ii revin prin acest Contract;</p> <p>(b) Clientul inceteaza sau ameninta ca inceteaza desfasurarea, în tot sau într-o parte substantiala, a afacerilor sale;</p> <p>(c) activele Clientului sau o parte semnificativa din acestea vor fi expropriate sau vor fi trecute într-un alt mod în proprietate publica.</p>  | <p><b>(vii) Additional Events of Default</b><br/>An Event of default it is occurred if:</p> <p>(a) there is any change in the economic, financial or other nature of the Client or its prospects, which, in the reasonable opinion of the Bank, may significantly and adversely affect the ability to fulfil its obligations through this Agreement;</p> <p>(b) the Client ceases or threatens to cease the development of its, all or a substantial part, business;</p> <p>(c) the Client's assets or a significant portion of them will be expropriated or otherwise publicly owned.</p>   |
| <p><b>Sectiunea 8. INCETARE</b></p>  | <p><b>Section 8. TERMINATION</b></p>   |
| <p><b>8.1. Incetare</b></p>  | <p><b>8.1. Termination</b></p>   |
| <p>(i) Daca, in orice moment, intervine un Caz de Neindeplinire in legatura cu Partea in culpa si acesta continua, Partea in culpa va transmite Partii care isi respecta obligatiile, nu mai tarziu de 5 zile de la data la care a aflat de aparitia Cazului de Neindeplinire, o notificare care sa mentioneze Cazul de Neindeplinire.</p> <p>(ii) Daca, in orice moment, intervine un Caz de Neindeplinire in legatura cu Partea in culpa si acesta continua, Partea care isi respecta obligatiile, indiferent daca a fost transmisa notificarea mentionata la paragraful (i) de mai sus, poate stabili o data ca fiind Data de Incetare Anticipata pentru toate Tranzactiile in curs, printr-o notificare catre Partea in culpa, care sa mentioneze Cazul de Neindeplinire. Data stabilita, nu poate fi mai devreme de data la care intra in vigoare notificarea respectiva, stabilita potrivit paragrafului 8.2.2. din CGB.</p> | <p>(i) If at any time an Event of Default with respect to the Defaulting Party has occurred and is then continuing, the Defaulting Party shall deliver to the non-defaulting Party, no later than 5 days after it has become aware of the occurrence of such Event of Default, a notice specifying the Event of Default.</p> <p>(ii) If at any time an Event of Default with respect to the Defaulting Party has occurred and is then continuing, the non-defaulting Party may, regardless of whether the notice contemplated under paragraph (i) above was delivered, may establish a date as Early Termination Date for all outstanding Transactions, sending a notification specifying the relevant Event of Default and designating a day not earlier than the day such notice is effective, according to paragraph 8.2.2 of GBBT.</p> |
| <p><b>8.2. Calcule</b></p>   | <p><b>8.2. Calculations</b></p>  |
| <p>La Data de Incetare Anticipata sau imediat ce acest lucru va fi posibil ulterior acestei date, Banca va face calculele si va transmite Clientului o declaratie (a) care va prezenta, cu suficiente detalii, calculele respective (inclusiv orice informatii de piata sau informatii despre piata din surse interne folosite la efectuarea unor astfel de calcule) si care (b) va mentiona Suma datorata in caz de Incetare Anticipata, reprezentand castigul net sau pierderea neta a acesteia. La stabilirea sumei aferente compensarii, Banca poate lua in considerare costurile de inlocuire (cotatii ferme sau indicative de la terti pentru tranzactii de inlocuire, date relevante despre piata, rate, curbe de randament etc.).</p>  | <p>On or as soon as reasonably practicable following the occurrence of an Early Termination Date, the Bank will make the calculations and will provide to the Client a statement (a) showing, in reasonable detail, such calculations (including any market data or information from internal sources used in making such calculations) and (b) specifying any Early Termination amount payable, either representing its net gain or net loss. In determining its close-out amount, the Bank may take into account replacement costs (firm or indicative quotations from third parties for replacement transactions, relevant market data, rates, yield curves etc.).</p>  |

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| <p>In cazul in care Clientul contesta in mod rezonabil calculul Bancii, Clientul va notifica Banca pana la sfarsitul zilei urmatoare primirii declaratiei care contine calculele mentionate mai sus.</p> <p>Partile se vor consulta reciproc incercand sa rezolve disputa. In cazul in care nu reusesc sa rezolve disputa in termen de 2 Zile Lucratoare, Banca va recalcula Valoarea de Lichidare astfel:</p> <ul style="list-style-type: none"> <li>- va obtine patru cotationi concrete la media pietei de la terti in scopul calcularii Valorii de Lichidare, prin adoptarea mediei aritmetice a cotationilor obtinute;</li> <li>- daca patru cotationi nu sunt obtinute, atunci se vor folosi cate sunt disponibile;</li> <li>- daca nicio cotationie nu este disponibila, atunci vor fi folosite calculele initiale ale Bancii.</li> </ul>  | <p>If the Client disputes Bank's calculations, the Client will notify the Bank until the end of the programme of the next Business Day after it receives the statement containing the calculations described above.</p> <p>The Parties will consult with each other in an attempt to resolve the dispute. If they fail to resolve the dispute within two (2) Business Days, the Bank will calculate the Close-out Amount by:</p> <ul style="list-style-type: none"> <li>- using four actual quotations at mid-market from third parties for purposes of calculating the Close-out Amount, and taking the arithmetic average of those obtained;</li> <li>- provided that four quotations are not available, then fewer than four quotations may be used;</li> <li>- if no quotations are available, then the Bank's original calculations will be used.</li> </ul> |
| <p><b>8.3. Plati in caz de Incetare Anticipata</b></p>  | <p><b>8.3. Payments on Early Termination</b></p>  |
| <p>In cazul in care apare o Data de Incetare Anticipata, suma, daca este cazul, platibila cu privire la acea Data de Incetare Anticipata („Suma aferenta Incetarii Anticipate”) va fi o suma egala cu Moneda de Incetare a (i) Valorii de Lichidare (fie pozitiva, fie negativa) determinata de Banca pentru toate Tranzactiile incetate si (ii) a oricarei sume datorata de Partea care este in culpa Partii care nu este in culpa minus (iii) suma datorata de Partea care isi respecta obligatiile. Partii care este in culpa.</p> <p>Suma aferenta Incetarii Anticipate va fi achitata pana la sfarsitul programului de lucru in Ziua Lucratoare urmatoare primirii de catre Partea in culpa a notificarii transmise de Partea care isi respecta obligatiile continand calculele in conformitate cu Sectiunea 8.2. din prezentul Contract si aplicarea compensarii in temeiul Sectiunii 9 din prezentul Contract.</p> | <p>If an Early Termination Date occurs, the amount, if any, payable in respect of that Early Termination Date (the “<b>Early Termination Amount</b>”) will be an amount equal to the Termination Currency of (i) the Close-out Amount (whether positive or negative) determined by the Bank for all Terminated Transactions and (ii) of any amount owned by the Defaulting Party to Non-Defaulting Party minus (iii) any amount owned by the Non-Defaulting Party.</p> <p>The Early Termination Amount shall be paid until the close of business on the Business Day following the receipt by the Defaulting Party of notice of the Non-Defaulting Party's calculations in accordance with Section 8.2. of the present Agreement and application of set-off in accordance with Section 9 of the present Agreement.</p>  |
| <p><b>Sectiunea 9. Compensare bilatarala. Dobanzi</b></p>   | <p><b>Section 9. Close-out netting. Interest</b></p>  |
| <p><b>9.1 Compensare bilaterala</b></p>   | <p><b>9.1 Close-out Netting</b></p>   |
| <p>9.1.1. Daca a avut loc un Caz de Neindeplinire si acesta continua, Partea care isi respecta obligatiile va avea dreptul de a inchide toate obligatiile in curs, cu respectarea prevederilor art. 8.2 de mai sus.</p> <p>9.1.2. Partea care isi respecta obligatiile va aduna toate sumele datorate/cuvenite conform prezentului Contract si le va compensa, astfel incat sa rezulte o singura suma platibila de catre sau catre Partea care isi respecta obligatiile.</p> <p>9.1.3. Pentru lichidarea Tranzactiilor care urmeaza a fi decontate la Sumele in profit ale acestora, tranzactii care au incetat prin inchiderea pozitiei, Partea care isi respecta obligatiile va face urmatoarele:</p>   | <p>9.1.1. If an Event of Default has occurred and is continuing, then the Non-Defaulting Party shall have the right to close-out all outstanding obligations, with the observance of the provisions of article 8.2. above.</p> <p>9.1.2. The Non-Defaulting Party shall aggregate all the amounts due or owed under the present Agreement, so that all such amounts are netted into a single amount payable by or to the Non-Defaulting Party.</p> <p>9.1.3. To liquidate Transactions to be settled at their In-the-money Amounts that have been terminated by close-out, the Non-Defaulting Party shall:</p>  |

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| <p>(i) va calcula suma aferenta decontarii dupa cum urmeaza:<br/> (a) pentru Tranzactiile ce urmeaza a se deconta, valoarea de piata curenta;</p> <p>(b) suma pe care Partea care isi respecta obligatiile o stabileste, la Data Inchiderii Pozitiei, ca reprezentand pierderile, costurile si cheltuielile suplimentare ale acesteia;</p> <p>(ii) va compensa orice suma pentru decontare calculata in conformitate cu clauza 9.1.3 (i) de mai sus, astfel incat toate aceste sume sa fie compensate intr-o singura suma datorata de catre o Parte celeilalte Parti;</p> <p>(iii) atunci cand are loc inchiderea pozitiei, Partea care isi respecta obligatiile va avea, de asemenea, dreptul de a inchide orice alta tranzactie incheiata in baza Contractului Cadru de Trezorerie care este in curs de desfasurare in momentul respectiv.</p>   | <p>(i) calculate settlement amount as follows:<br/> (a) with respect to the outstanding Transactions, current prevailing market value;</p> <p>(b) the amount that the Non-Defaulting Party determines as of the Close-out Date to be its additional losses, costs and expenses;</p> <p>(ii) net any settlement amount calculated in accordance with clause 9.1.3 (i) above so that all such amounts are netted to a single amount payable by one Party to the other Party;</p> <p>(iii) where close-out occurs, the Non-Defaulting Party shall also be entitled to close-out any other transaction entered into under Treasury Master Agreement which is then ongoing.</p>   |
| <p><b>9.2. Dobanzi</b></p>   | <p><b>9.2. Interest</b></p>  |
| <p>Pentru orice suma datorata de Client conform prezentului Contract si neplatita la Data Scadentei, se va datora o dobanda calculata pentru fiecare zi incepand cu Data Scadentei si pana la data efectuarii platii efective, la o rata egala cu rata dobanzii percepute de Banca clientilor sai pentru overdraft neautorizat.</p>  | <p>For any amount due by the Client according to the present Agreement and not paid at the Due Date, 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.</p>  |
| <p><b>Section 10. Debitarea conturilor/ Garantarea obligatiilor Clientului/Obligatii fiscale /Modificarea Marjelor Individuale de Risc/ Situatii de volatilitate extrema a pietei</b></p>  | <p><b>Section 10. The debit of the accounts/Securing Client's obligations/ Tax obligations/ Alteration of Individual Risk Margin/ Situations of extreme market volatility</b></p>  |
| <p><b>10.1 Mandat de debitarea a Conturilor si schimb valutar</b></p>  | <p><b>10.1 Power of attorney for debiting of the Accounts and foreign exchange</b></p>   |
| <p>Clientul declara si este de acord sa mandateze Banca (i) sa debiteze la scadenta, automat, fara a mai fi necesar acceptul prealabil al Clientului, oricare dintre conturile de disponibilitati sau de depozit (chiar neajunse la termen) deschise in evidentele Bancii, cu orice sume pe care acesta le datoreaza in baza prezentului Contract, precum si (ii) sa efectueze schimbul valutar necesar la cursul de schimb al Bancii valabil pentru monedele respective la data platii/executarii garantiilor constituite. Daca in urma schimbului valutar efectuat de Banca conform mandatului primit de la Client si a platii comisioanelor si a altor taxe aferente schimbului valutar, suma rezultata din schimb nu acopera intreaga creanta datorata de catre Client Bancii, aceasta va ramane in continuare obligat la plata diferentei ramase.</p> <p>Respectarea obligatiilor de plata asumate de Client fata de Banca, reprezinta o conditie esentiala pentru incheierea si derulara Contractului, neplata la scadenta a sumelor datorate atragand decaderea din beneficiul termenelor stipulate in favoarea sa.</p> | <p>The Client declares and acknowledges that gives authorization to the Bank (i) to debit at maturity, without any preliminary accept from the Client, any of the current accounts or deposit accounts (even not matured yet), opened with the Bank with any amounts owed by the Client as a result of this Agreement, as well as (ii) to perform the required currency conversion at the exchange rate of the Bank, valid for the respective currencies at the payment/security enforcement date of the security interests set-up. If following the currency conversion made by the Bank in accordance with the mandate granted by the Client and the payment of the fees and other charges related to the currency conversion, the amount resulting from the conversion does not cover the entire receivable due by the Client to the Bank, it shall continue to be bound by the payment of the remaining difference.</p> <p>The fulfilment of all the payment obligations undertaken by the Client towards the Bank, represents an essential condition for the conclusion and for the fulfilment of the Agreement, the non payment of the due amounts shall lead to the loss of the benefit of any term stipulated in its favour.</p> |
| <p><b>10.2. Garantarea obligatiilor Clientului</b></p>   | <p><b>10.2.Securing Client's obligations</b></p>   |

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| Clientul constituie si inregistreaza garantii satisfacatoare pentru Banca, astfel cum sunt acestea identificate in Anexa 8 la prezentul Contract.  | The Clients sets up and registers satisfactory security interests for the Bank, as described in Annex 8 to the present Agreement.   |
| <b>10.3. Obligatii fiscale</b>   | <b>10.3. Fiscal obligations</b>   |
| Clientul este singurul responsabil cu suportarea si plata oricarui tip de taxa sau impozit prezent sau viitor aferent veniturilor obtinute de acesta in baza prezentului Contract.<br><br>Clientul agreeaza ca, in cazul in care, potrivit reglementarilor legale, Banca va trebui sa efectueze retineri din sumele cuvenite Clientului, Banca va putea face aceste retineri.  | The Client is the only responsible to bear and pay any type of charge or tax present or future afferent to the incomes obtained by the Client on the grounds of the present Agreement.<br><br>The Client agrees that, if according to the legal provisions, the Bank has to make withholdings from the amounts owed to the Client, the Bank shall be authorised to make these withholdings.   |
| <b>10.4. Modificarea Marjelor de Risc</b>  | <b>10.4. Changing the Individual Risk Margins</b>   |
| Banca isi rezerva dreptul de a modifica in mod unilateral Marjele Individuale de Risc folosite pentru calcularea Expunerii Individuale. Noile Marje Individuale de Risc se vor aplica atat Tranzactiilor valabile la data modificarii, precum si noilor Tranzactii initiate.   | The Bank has the right to change unilaterally the Individual Risk Margins used to calculate the Individual Exposure. The new Individual Risk Margins will apply to the ongoing Transactions and to the new initiated Transactions.  |
| <b>10.5. Situatii de volatilitate extrema</b>  | <b>10.5. Situations of extreme market volatility</b>  |
| In situatii de volatilitate extrema a pietei valutare, monetare si a pietei activului suport, care atrag pierderi potentiale suplimentare Bancii, Banca isi rezerva dreptul de a lua una din urmatoarele masuri:<br><br>a) mentinerea pozitilor deschise ale Clientului, cu conditia constituirii de catre Client in favoarea Bancii a unei garantii suplimentare asupra sumelor existente in Conturi/Contul Garantiei, in cuantumul solicitat de Banca, intr-un termen de maxim 5 zile lucratoare de la data notificarii in acest sens de catre Banca;<br><br>b) inchide partial sau total pozitile deschise ale Clientului, folosind acelasi mecanism cu cel descris in art. 9.1.3.<br><br>In cazul in care Banca isi exercita dreptul de a nu mai incheia Tranzactii, toate Tranzactiile in curs sunt considerate la risc si sunt inchise. Clientul nu mai are dreptul de a initia Tranzactii noi in baza prezentului Contract. | In situations of extreme volatility of the currency, monetary market and of the market of the underlying asset generating potential and additional losses for the Bank, the Bank reserves the right to take one of the following measures:<br><br>a) to keep the positions open for the Client, if the Client sets up in favour of the Bank an additional security interests over the amounts available in the Accounts/Guarantee Account, in the amount requested by the Bank, within maximum 5 working days from the notification date in this regard by the Bank;<br><br>b) to partially or totally close the positions opened by the Client, according to the provisions of art. 9.1.3.<br><br>If the Bank exerts the right not to conclude any Transaction, all the ongoing Transactions are considered at risk and are closed. The Client has not anymore the right to initiate new Transactions on the basis of the present Agreement. |
| <b>Sectiunea 11. Clauze diverse</b>  | <b>Section 11. Miscellaneous</b>  |
| <b>11.1 Transfer</b>   | <b>11.1 Transfer</b>  |
| Nici una dintre Parti nu poate transfera niciun drept sau obligatie din prezentul Contract, precum si Contractul in integralitatea sa fara aprobarea scrisa prealabila a celeilalte Parti; orice astfel de transfer fara o astfel de aprobare va fi nul.   | Neither Party may transfer any right or obligation under this Agreement, as well as the entire Agreement without the prior written consent of the other Party; any purported transfer without such consent shall be void.   |
| <b>11.2 Remedii cumulative</b>   | <b>11.2. Remedies cumulative</b>  |
| Cu exceptia prevederilor din prezentul Contract, drepturile, puterile, remediile si privilegiile cuprinse in acesta sunt   | Except as provided in this Agreement, the rights, powers, remedies and privileges provided in this Agreement are  |

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| cumulative si nu exclud drepturile, puterile, remediile si privilegiile prevazute de lege.  | cumulative and not exclusive of any rights, powers, remedies and privileges provided by law.   |
| <b>11.3 Confirmari</b>  | <b>11.3 Confirmations</b>  |
| Partile sunt angajate in mod legal de termenii fiecarei Tranzactii din momentul in care au stabilit termenii respectivi (oral sau in alt mod). O Confirmare va fi incheiata imediat ce acest lucru va fi posibil, urmand sa fie semnata si transmisa in mai multe exemplare sau poate fi creata prin schimb de mesaje electronice prin intermediul unui sistem electronic de mesagerie, prin schimb de e-mailuri pe adresele mentionate in Anexa 4 sau prin intermediul platformelor de tranzactionare, care, in fiecare dintre aceste cazuri, va fi suficient in orice scop pentru a face dovada unui document angajant suplimentar la prezentul Contract. Partile vor specifica in acestea sau prin orice alt mijloc eficient ca orice astfel de exemplar, mesaj electronic sau e-mail constituie o Confirmare. | The Parties are legally bound by the terms of each Transaction from the moment they agree to those terms (whether orally or otherwise). A Confirmation will be entered into as soon as practicable and will be executed and delivered in counterparts or may be created by an exchange of electronic messages on an electronic messaging system, by an exchange of emails listed in Annex 4 or through trading platforms, which, in each case will be sufficient for all purposes to evidence a binding supplement to this Agreement. The Parties will specify therein or through another effective means that any such counterpart,, electronic message or e-mail constitutes a Confirmation. |
| <b>11.4 Notificari</b>  | <b>11.4 Notices</b>  |
| Notificarile in legatura cu prezentul Contract vor fi valabile daca vor fi transmise Bancii la adresa indicata la Sectiunea 5.7 din prezentul Contract, iar Clientului la adresa indicata in Anexa 4 la prezentul Contract, precum si prin mijloacele si la adresele din clauza de notificare din CGB prevazuta de paragraful 8.2 deja acceptate de Client, astfel cum sunt modificate din cand in cand. CGB actualizate pot fi solicitate de la responsabilul clientela al Clientului.   | Notices in connection with this Agreement will be effective if sent, to the Bank at the address described in Section 5.7 of the present Agreement and to the Client at the address described in Annex 4 of the present Agreement, as well as by the means and to the addresses from the notification clause within GBBT at Article 8.2., already accepted by the Client as modified from time to time. The updated GBBT can be requested from your relationship manager.   |
| Prin exceptie, orice comunicari si notificari transmise intre Parti legate de implementarea EMIR si a oricaror acte normative adoptate pentru aplicarea sa, precum si orice comunicari in legatura cu Anexa 7 se vor efectua si prin adresa de e-mail mentionata in Anexa 7, notificarea fiind considerata primita in ziua transmiterii acesteia daca este o Zi Lucratoare si daca a fost transmisa pana in ora 16.   | Notwithstanding the provisions above, any communications and notices sent between the Parties regarding the implementation of EMIR and any other norms adopted for its implementation, as well as any notices regarding Annex 7 shall be made also to the e-mail address mentioned in Annex 7, and the notification/communication shall be considered received in the day it was sent if it is sent in a Business Day until 16 hours.  |
| <b>11.5 Denuntare</b>   | <b>11.5 Termination</b>  |
| Prezentul Contract poate fi denuntat de catre orice Parte printr-o notificare scrisa prealabila de 7 (sapte) Zile Lucratoare adresata celeilalte Parti, conform clauzei 11.4. Notificarea de denuntare nu va afecta nicio Tranzactie in derulare, alte drepturi legale sau obligatii scadente conform Contractului.   | Each of the Parties may terminate the Agreement at any time by seven (7) Business Days' prior written notice to the other Party delivered as under clause 11.4. The notification of termination shall not affect any of the ongoing Transaction, other legal rights or due obligations according to the Agreement.   |
| <b>11.6 Impreviziunea</b>   | <b>11.6. Hardship</b>  |
| Clientul accepta in mod expres si isi asuma riscul schimbarii imprejurarilor executarii Contractului, avand in vedere specificul obiectului Contractului, incluzand fara a se limita la riscul valutar, al fluctuatiei indicilor financiar bancari etc.   | The Client expressly accepts and assumes the risk of any exceptional change in circumstances, taking in concern the specific object of the Agreement, including without limitation the foreign exchange risk and the risk of fluctuation of the financial-banking indices etc.   |
| <b>11.7 Calificarea Contractului. Lege aplicabila si Jurisdictie</b>  | <b>11.7 The characterization of the Agreement. Governing Law and Jurisdiction</b>  |
| In vederea precizarii relatiilor dintre Parti si stabilirii   | In order to clarify the relationship between the Parties and to  |

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| <p>prevederilor legale aplicabile, Partile sunt de acord ca prezentul Contract reprezinta un contract financiar calificat care permite operatiunea de compensare bilaterala asa cum aceste notiuni sunt definite in legislatia aplicabila. Prezentul Contract este guvernat de legea romana si va fi interpretat in conformitate cu aceasta. Orice disputa rezultata din sau care are legatura cu prezentul Contract va fi solutionata pe cale amiabila. In cazul in care acest lucru nu este posibil, orice astfel de disputa, va fi supusa instantei judecatoresti competente conform legislatiei din Romania.</p>  | <p>establish the legal provisions applicable, the Parties agree that this Agreement is characterized as a financial contract that allows bilateral clearing operations as these notions are defined in applicable law. This Agreement is governed by and shall be construed in accordance with Romanian law. Any dispute arising out of or relating to this Agreement shall be settled amicably. In case of failure to do so, any such dispute, shall be referred to the competent court of law, according to Romanian law.</p>  |
| <p><b>11.8 Conditiiile Generale de Derulare a Operatiunilor Bancare si alte documente</b></p>   | <p><b>11.8 General Banking Business Terms and other documents.</b></p>   |
| <p><b>11.8.1</b> Prin prezentul Contract, Clientul confirma:</p> <ul style="list-style-type: none"> <li>➤ primirea unei copii a CGB, care face parte integranta din prezentul Contract,;</li> <li>➤ primirea, pe un suport durabil, altul decat hartia, de exemplu prin intermediul e-mail-ului ca document atasat sau ca link catre un site, sau pe site fara costuri suplimentare pentru Client, a urmatoarelor documente:</li> </ul> <p>(i) <b>documentul MiFID de prezentare al Grupului Raiffeisen</b>, care contine o descriere a organizarii grupului, a produselor financiare oferite si politicilor variate utilizate in oferirea de produse si instrumente financiare. Documentul de prezentare MiFID este disponibil pe site-ul Bancii: <a href="http://www.raiffeisen.ro">www.raiffeisen.ro</a> la sectiunea Governanta Corporativa;</p> <p>(ii) <b>politica de executare a ordinelor emisa de catre RBRO</b> care contine o descriere a politicii de cea mai buna executie in executarea ordinelor, a platformelor de tranzactionare disponibile pentru executarea ordinelor, tipurile de ordine si metodele de executare si este disponibila pe site-ul Bancii: <a href="http://www.raiffeisen.ro">www.raiffeisen.ro</a> la sectiunea Governanta Corporativa (aplicabila doar pentru clientii Retail si Profesionalii);</p> <p>(iii) <b>documentul cu informatii esentiale – KID</b>, aferent unui produs de investitii individual structurat si bazat pe asigurari (PRIIP), disponibil la adresa <a href="https://priips.raiffeisen.ro/">https://priips.raiffeisen.ro/</a>. Mai multe informatii despre regulamentul PRIIP pot fi gasite pe site-ul bancii <a href="http://www.raiffeisen.ro">www.raiffeisen.ro</a> sectiunea Despre noi/ Governanta Corporativa/PRIIP. La primirea unei Instructiuni aferenta unui produs PRIIP si atunci cand nu este posibil sa se furnizeze informatiile esentiale referitoare la acesta inainte de executarea Instructiunii, Clientul Retail este de acord ca Banca sa trimita Clientului documentul cu informatiile cheie (KID) dupa executarea Instructiunii, pe un suport durabil altul decat hartia sau prin intermediul altui mijloc de comunicare, luand la cunostinta prin prezentul Contract de optiunea de a amana tranzactia pentru a primi KID-ul inainte de transmiterea Instructiunii respective. Prezentul paragraf nu e aplicabil Clientilor Profesionalii si Contrapartilor Eligibile.</p> <ul style="list-style-type: none"> <li>➤ ca a transmis documentele mentionate la punctele (i), (ii) si (iii) de mai sus fiecarui Rerezentant Autorizat, care va</li> </ul> | <p><b>11.8.1</b> The Client hereby acknowledges:</p> <ul style="list-style-type: none"> <li>➤ the receipt of a copy of the GBBT that form an integral part of the present Agreement;</li> <li>➤ the receipt, on a durable medium, other than paper, e.g. by e-mail including as attached document or as a link to a website, or on website, free of charge for the Client of the following documents:</li> </ul> <p>(i) <b>the MiFID presentation document of the Raiffeisen Group</b>, which contains a description of the group's organization, the financial products offered, and the various policies used to offer financial products and instruments. The MiFID presentation document is available on the Bank website: <a href="http://www.raiffeisen.ro">www.raiffeisen.ro</a> in the Corporate Governance section;</p> <p>(ii) <b>the order execution policy of Raiffeisen Bank</b>, which contains a description of best execution policy in execution of orders, trading venues available for order execution, order types and execution methods, and is available on the Bank website: <a href="http://www.raiffeisen.ro">www.raiffeisen.ro</a> at the Corporate Governance section (applicable only for Retail and Professional Clients);</p> <p>(iii) <b>key information document – KID</b> related to a packaged retail investment and insurance based product (PRIIPs), available on the webpage <a href="https://priips.raiffeisen.ro/">https://priips.raiffeisen.ro/</a>. Additional information regarding the PRIIPS regulation are available on the Bank website: <a href="http://www.raiffeisen.ro">www.raiffeisen.ro</a> at the Corporate Governance section/ PRIIP. When receiving an Instruction, related to a PRIIP and when the Bank is not able to provide the Client with key information regarding the PRIIP before the execution of the Instruction, the Retail Client agrees and the Bank shall send the key information document (KID) on a durable medium other than paper after the Instruction is executed or through another means of communication, the Retail Client acknowledging through the present Agreement the option to postpone the transaction in order to receive the KID before sending the respective instruction. The present Paragraph is not applicable to Professional Clients and Eligible Counterparties.</p> <ul style="list-style-type: none"> <li>➤ that it sent the documents described above at points (i), (ii) and (iii) to each of its Authorised Representatives, who</li> </ul> |

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| <p>incheia tranzactii cu instrumente financiare sau care plaseaza ordine la Banca in numele si pentru acesta.</p> <p><b>11.8.2</b> Prin semnarea prezentului Contract, Clientul confirma ca este de acord cu conditiile si:</p> <p>(i) isi da acordul pentru primirea de informatii de la Banca, despre produsele bancare existente, prin intermediul mijloacelor de comunicare electronice, e-mail-ului sau telefonului;</p> <p>(ii) a luat la cunostinta ca va fi informat cu privire la modificarile canalelor de tranzactionare prin modalitatile de notificare stabilite in prezentul Contract;</p> <p>(iii) Clientul incadrat in categoria Profesional si cel incadrat in categoria Contraparte Eligibila este de acord cu aplicarea limitata a cerintelor privind costurile aferente serviciului prestat in baza prezentului Contract. Clientul Contraparte Eligibila declara in acest sens ca nu intentioneaza sa ofere instrumentele financiare tranzactionate in baza acestui Contract propriilor sai clienti, notificand Banca anterior daca aceasta situatie se schimba. Acest paragraf nu este aplicabil Clientilor incadrati in categoria Retail.</p> <p>(iv) isi exprima acordul pentru incheierea contractelor viitoare privind instrumente financiare si servicii de investitii cu Banca la distanta, utilizand mijloace de comunicare la distanta. Banca va propune in termen util termenii si conditiile respectivului contract si va furniza toate informatiile necesare pentru incheierea unui astfel de contract.</p> | <p>shall conclude transactions with financial instruments or who shall place orders to the Bank in the Client's name and behalf.</p> <p><b>11.8.2</b> By signing of the present Agreement, the Client confirms that agrees to the conditions, give its consent, and:</p> <p>(i) gives its consent to receiving information about financial instruments and services from the Bank via means of telecommunication, telephone or e-mail;</p> <p>(ii) acknowledged that it shall be informed of the changes of the offering channels through the means of notification established herewith;</p> <p>(iii) The Professional Client and the Client that is an Eligible Counterparty, agrees with the limited application of the disclosure of costs related to the service provided through the present Agreement. The Eligible Counterparty declares in this respect that it does not intend to offer the financial instruments traded under the present Agreement to its own clients and shall notify the Bank if this is the case. This paragraph is not applicable to the Retail Clients.</p> <p>(iv) gives consent for the conclusion of future agreements with the Bank with regard to financial instruments and investment services as a distance/remote contract, using means of distance communications. The Bank shall propose in due time the terms and conditions of the respective contract and shall provide you all the necessary information for the due conclusion of such a distance/remote contract.</p> |
| <p><b>11.9. Clauze neuzuale</b></p>   | <p><b>11.9. Unusual terms</b></p>  |
| <p>Clientul accepta in mod expres clauzele neuzuale din prezentul Contract, astfel cum sunt definite de art. 1203 C. Civ., precum si clauzele CGB care se considera incorporate in prezentul Contract prin referire, cum ar fi, inasa fara a se limita la urmatoarele prevederi:</p> <ul style="list-style-type: none"> <li>● <b>Contractul cadru:</b> Sectiunea 4 „Obligatii”, Sectiunea 5 „Instruțiuni si furnizare de informatii”, Sectiunea 6 „Declaratii, garantii si angajamente”, Sectiunea 7 „Cazuri de neindeplinire”, Sectiunea 8 „Incetare”, Sectiunea 9 „Compensare si Inchiderea Pozitiei”, Sectiunea 10 „Debitarea conturilor/ Garantarea obligatiilor Clientului/ Obligatii fiscale/ Modificarea Marjelor Individuale de Risc/ Situatii de volatilitate extrema a pietei/Executarea Obligatiilor de Plata”, Sectiunea 11 „Clauze diverse”;</li> <li>● <b>Anexa nr. 1 “Definitii”:</b> definitia “Confirmarea”, definitia “Marja Individuala de Risc”, definitia “Valoarea de Lichidare”;</li> <li>● <b>Anexa nr. 6:</b> art. 1 “Reconcilierea portofolilor”, art. 4 “Alte clauze”;</li> <li>● <b>Anexa nr. 7 “EMIR”:</b> art. 5 “Transmiterea datelor raportatii catre Banca”, art. 6 “Raportarea EMIR la Registrul Central”, art. 7 “Raspundere”, art. 9 “Durata delegarii”;</li> <li>● <b>Anexa nr. 8 “Contractul de ipoteca mobiliara”:</b> art. 5</li> </ul>   | <p>The Client expressly accepts the unusual terms of this Agreement, as defined by art. 1203 of the Civil Code, as well as the GBT clauses that are considered incorporated herein by reference, such as, but not limited to the following provisions:</p> <ul style="list-style-type: none"> <li>● <b>Master Agreement:</b> Section 4 “Obligations”, Section 5 “Instructions and information”, art. 6 “Representations, warranties and covenants”, Section 7 “Events of Default”, art. 8 “Termination”, Section 9 “Set-off and Close-out netting”, Section 10 “The debit of the accounts/Fiscal obligations/ Securing Client’s obligations/ Tax obligations/Alterations of Individual Risk Margin/ Situations of extreme market volatility”, Section 11 “Miscellaneous”;</li> <li>● <b>Annex no. 1 “Definitions”:</b> “Confirmation” definition, “Individual Risk Margin” definition, “Close-out Amount” definition;</li> <li>● <b>Annex no. 6:</b> art. 1 “Portfolio reconciliation”, art. 4 “Miscellaneous”;</li> <li>● <b>Annex no. 7 “EMIR”:</b> art. 5 “Sending of the reporting data to the Bank”, art. 6 “The EMIR Reporting to the Trade Repository”;</li> <li>● <b>Annex no. 8 “Mortgage over moveables agreement”:</b> art.</li> </ul>  |



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| <p><i>"Ipoteca mobiliara asupra Contului Garantiei", art. 6<br/>"Prevederi generale aplicabile Ipotecii Mobiliare".</i></p>   | <p><i>5 "Mortgage on Moveables over the Guarantee Account", art. 6 "General provisions applicable to Mortgage over Moveables."</i></p>   |
| <p><b>11.10. Anexe la Contract</b></p>  | <p><b>11.10. Annexes to the Agreement</b></p>  |
| <p>Anexa 1 – Definitii, Anexa 2 - Tipuri de Tranzactii, Anexa 3 - Situatiia Conturilor Principale, Anexa 4 - Reprezentanti Autorizati, Anexa 5 - Formularul privind Factorul de Decizie, Anexa 6 - EMIR, Anexa 7 - Clasificarea contrapartii si delegarea raportarii EMIR, Anexa 8 - Contractul de ipoteca mobiliara, Anexa 9 - Contul Garantiei si Ghidul de utilizare al Platformei de tranzactionare daca este cazul, fac parte integranta din prezentul Contract. Anexele atasate prezentului Contract, se vor modifica prin semnarea noii anexe de catre Parti fara a fi necesara semnarea unui act aditional.</p> | <p>Annex 1 – Definitions, Annex 2 –Types of Transactions, Annex 3 – Main Accounts, Annex 4 - Authorised Representative, Annex 5 - Decision Maker, Annex 6 – EMIR, Annex 7 regarding counterparties classification and delegation of EMIR Reporting, Annex 8 - Mortgage over moveables, Annex 9 - Guarantee Account and RET User Guide if applicable, form an integral part of the present Agreement. The annexes attached to the Agreement, shall be altered only by signing of the new annex by the Parties, without being necessary to sign an addendum.</p> |
| <p>Prezentul Contract inlocuieste orice conventie semnata anterior intre Parti avand acelasi obiect.</p>  | <p>The present Agreement replaces any agreement signed before between the Parties having the same object.</p>  |
| <p>DREPT MARTURIE Partile au semnat prezentul Contract in doua (2) exemplare originale, in limba engleza si in limba romana cate unul pentru fiecare Parte. In caz de discrepante intre varianta in limba romana si varianta in limba engleza, varianta in limba romana va prevala.</p>   | <p>IN WITNESS WHEREOF the Parties have signed this Agreement in 2 (two) original documents in English and Romanian language, one for each Party. In case of discrepancies between the Romanian and English version the Romanian version shall prevail.</p>   |

Anexa nr. 1 Contractul cadru pentru instrumente financiare derivate nr./ to the Framework Agreement for Derivative Financial Instruments no.....din/from.....

**DEFINITII/DEFINITIONS**

|   |   |
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| <p><b>"AEGRM"</b> = Arhiva Electronica de Garantii Reale Mobiliare;</p>   | <p><b>"EAMS"</b> = Electronic Archive for Movable Securities.</p>   |
| <p><b>„CGB"</b> = Conditiiile General de Derulare a Operatiunilor Bancare pentru Persoane Juridice si Entitati fara Personalitate Juridica;</p>   | <p><b>"GBBT"</b>= General Conditions for Performing of Banking Operations for Legal Entities and Entities without Legal Personality;</p>  |
| <p><b>"Confirmare"</b> inseamna documentul primit de Client de la Banca conform prezentului Contract si reprezinta dovada irefutabila a Tranzactiilor incheiate intre Client si Banca in conformitate cu instructiunile Clientului.</p> <p>Clientul are obligatia de a remite Bancii toate Confirmarile pana la sfarsitul zilei transmiterii sau cel tarziu pana la sfarsitul zilei urmatoare datei primirii acestora, cu exceptia cazurilor in care Tranzactia a fost efectuata prin intermediul Platformelor de Tranzactionare, situatia in care Clientul declara ca accepta datele prezentate in confirmarea pusa la dispozitie de Banca prin intermediul Platformei de Tranzactionare.</p>  | <p><b>"Confirmation"</b> means document received by the Client from the Bank according to the present Agreement and represent irrefutable evidence of the Transactions concluded between the Client and the Bank pursuant to the Client's instructions.</p> <p>The Client has to transmit to the Bank all the Confirmations until the end of the day it was received or at the latest at the end of the next day following its receiving, except the case in which the Transaction was concluded through Trading Platforms, in which case the Client declares that accepts the data contained in the confirmation provided by the Bank through Trading Platforms.</p> |
| <p><b>"Conturile"</b> inseamna conturile identificate in Anexa 3 a prezentului Contract si reprezinta conturile principale de tranzactionare.</p> <p>Banca va accepta instructiuni de decontare pe orice alt cont curent deschis de Client la Banca, neidentificat in Anexa 3, daca aceste conturi sunt identificate de catre Reprezentantii Autorizati telefonic la numerele de telefon mentionate in Anexa 4 la prezentul Contract sau prin intermediul e-mail-ului, la momentul plasarii instructiunii.</p> <p>Modul de utilizare a conturilor principale identificate in Anexa 3 la prezentul Contract va fi detaliat dupa caz in documentele de prezentare a Platformelor de Tranzactionare si/sau in ghidurile de utilizare ale acestora.</p> | <p><b>"Accounts"</b> means the accounts identified in Annex 3 of this Agreement and represent the principal trading accounts.</p> <p>The Bank shall accept trading instructions on any other accounts unidentified in Annex 3, if these accounts are identified by the Authorised Representatives by phone at the phone numbers described at Annex 4 to the present Agreement or by e-mail, at the time of placing the Instructions.</p> <p>The utilisations of principal accounts identified in Annex 3 at the present Agreement shall be detailed, as the case may be, in the Trading Platforms' and/or their utilisation guides.</p>                               |
| <p><b>"Data Scadentei"</b> inseamna data la care Tranzactia este decontata si se onoreaza obligatiile de plata.</p>   | <p><b>"Due Date"</b> means the day on which a Transaction is settled and payments obligations are performed.</p>  |
| <p><b>„Expunere Individuala"</b> inseamna expunerea asumata de catre Banca pentru fiecare Tranzactie in parte, nivelul acesteia fiind calculata prin aplicarea marjei individuale de risc la valoarea sumei tranzactionate la care se adauga zilnic valoarea rezultata din marcare zilnica la piata a tranzactiei respective, in functie de preturile curente ale pietei monetare, valutare si ale pietei activului suport.</p>   | <p><b>"Individual Exposure"</b> means the exposure assumed by the Bank for each Transaction separately, its level being calculated by applying the individual margin of risk to the amount of the traded amount to which is added daily the value resulted from the daily mark to market of the respective transaction, according to the current prices of the monetary and exchange market and of the market of the underlying asset.</p>  |
| <p><b>"EMIR"</b> inseamna Regulamentul Parlamentului European si Consiliului nr. 648/2012 privind instrumentele financiare derivate extrabursiere, contrapartile-centrale si registrele centrale de tranzactii.</p>   | <p><b>"EMIR"</b> means Regulation no. 648/2012 of the European Parliament and of the Council with regard to OTC derivatives, central counterparties and trade repositories</p>  |
| <p><b>"Indatorare Specificata"</b> inseamna orice obligatie (prezenta sau viitoare, ca principal sau garantie) de plata a unei sume de bani.</p>  | <p><b>"Specified Indebtedness"</b> means any obligation (present or future, as principal or security) to pay an amount of money.</p>  |

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| <p><b>“Instruțiune”</b> înseamnă solicitare adresată de Client Bancii.</p>  | <p><b>“Instruction”</b> means a request addressed by the Client to the Bank.</p>  |
| <p><b>„Marja Individuală de Risc”</b> înseamnă ponderea de risc aferentă Tranzacțiilor ordonate de Client, stabilită de Banca.</p> <p>Marja Individuală de Risc depinde de evoluția pieței monetare și valutare, respectiv a pieței activului suport.</p> <p>Marja Individuală de Risc este stabilită de Banca pentru fiecare categorie de tranzacții, pentru fiecare perioadă de scadență și pentru fiecare valută sau pereche valutară în parte.</p>  | <p><b>“Individual Risk Margin”</b> means the risk weight relating to the Transactions ordered by the Client, and which is established by the Bank.</p> <p>The Individual Risk Margin depends on the evolution of money market and, foreign exchange market, namely the market of the underlying asset.</p> <p>The Individual Risk Margin is determined by the Bank for each category of transactions, and for each maturity period and for each currency pair.</p>  |
| <p><b>“MiFID II”</b> - înseamnă (i) Legea nr. 126/2018 privind piețele de instrumente financiare de transpunere în legislația română a Directivei 2014/65/UE a Parlamentului European și a Consiliului din 15.05.2014 privind piețele instrumentelor financiare și de modificare a Directivei 2002/92/CE și a Directivei 2011/61/UE (“Directiva”), (ii) Regulamentul (UE) nr. 600/2014 al Parlamentului European și al Consiliului din 15.05.2014 privind piețele instrumentelor financiare și de modificare a Regulamentului (UE) nr. 648/2012 (“Regulamentul”) și (iii) legislația secundară emisă în aplicarea Directivei și a Regulamentului.</p> | <p><b>“MiFID II”</b> means (i) Law no. 126/2018 on markets in financial instruments that transposes in Romanian legislation Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (the “Directive”), (ii) Regulation (EU) no. 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) no. 648/2012 (the “Regulation”) and (iii) delegated legislation issued for the application of the Directive and the Regulation.</p>           |
| <p><b>“Servicii și activități de investiții”</b> reprezintă orice serviciu și orice activitate generată în cadrul serviciilor și activităților de investiții referite la orice instrument pe piața de valori mobiliare din “Legea nr. 126/2018 privind piețele de instrumente financiare”.</p>  | <p><b>“Investment services and activities”</b> represents any service or activity mentioned within the Appendix no. 1 section A and relating to any instrument described in Appendix 1 section C from the Law 126/2018 regarding markets of financial instruments.</p>  |
| <p><b>„Moneda de Incetare”</b> înseamnă RON. În scopul calculării Sumei aferente Incetării Anticipate, orice sumă denominată în altă monedă decât în Moneda de Incetare va fi convertită de Banca în Moneda de Incetare, la cursul de schimb al Bancii.</p>   | <p><b>“Termination Currency”</b> means RON. For the purpose of calculating the Early Termination Amount, any amount denominated in a currency other than the Termination Currency will be converted by the Bank into the Termination Currency, at the Bank’s exchange rate.</p>   |
| <p><b>“Suma Plafon”</b> înseamnă limita maximă acceptată de Banca a Îndatorării Specificate, stabilită potrivit propriilor reglementări interne care este 0 (zero) dacă nu este specificată o altă valoare în cuprinsul său.</p>  | <p><b>“Threshold Amount”</b> means the maximum amount of the Specified Indebtedness accepted by the Bank, established according to its own internal regulation which is 0 (zero) if another value is not specifically provided herewith.</p>  |
| <p><b>“Tranzacție”</b> înseamnă o tranzacție cu instrumente financiare derivate cu decontare financiară de tipul celor definite în Anexa 2 și tipuri similare încheiate între Partii în baza prezentului Contract.</p>  | <p><b>“Transaction”</b> means a transaction with derivative financial instruments with financial settlement of the type defined in Annex 2 and other similar types concluded between the Parties on the grounds of the present Agreement.</p>   |
| <p><b>„Valoarea de Lichidare”</b> înseamnă, cu privire la Tranzacțiile încetate suma pierderilor sau a costurilor Partii respective care sunt sau ar fi suportate în condițiile date (exprimată ca un număr pozitiv) sau castigurile Partii care sunt sau ar fi realizate în condițiile date (exprimată ca un număr negativ) pentru înlocuirea Tranzacțiilor încetate sau pentru a fi obținut de către acea Parte echivalentului economic al termenilor acestor Tranzacții încetate.</p> <p>Fiecare Valoare de Lichidare va fi determinată la Data Incetării Anticipate sau, în cazul în care acest lucru nu este rezonabil din</p>                   | <p><b>“Close-out Amount”</b> means, with respect to each terminated Transaction the amount of the losses or costs of that Party that are or would be incurred under the prevailing circumstances (expressed as a positive number) or gains of that Party that are or would be realised under the prevailing circumstances (expressed as a negative number) in replacing the terminated Transactions or in providing for such Party the economic equivalent of the material terms of these terminated Transactions.</p> <p>Each Close-out Amount will be determined as of the Early Termination Date or, if that would not be commercially</p> |

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| <p>punct de vedere comercial, la data sau datele care urmeaza dupa Data Inetarii Anticipate, dupa cum ar fi rezonabil din punct de vedere comercial.</p> <p>In calculul Valorii de Lichidare, Banca poate lua in considerare orice informatie relevanta, inclusiv fara a se limita la, una sau mai multe dintre urmatoarele tipuri de informatii:</p> <p>(i) cotationile (fie ferme, fie indicative) pentru inlocuirea tranzactiilor furnizate de catre unul sau mai multi terti care pot lua in calcul solvabilitatea Partii care va calcula la momentul la care cotationia este furnizata si termenii oricarei documentatii relevante incheiate intre Partea care va calcula si terta parte care ofera cotationia,</p> <p>(ii) informatia constand in date de piata relevante in piata relevanta furnizata de catre unul sau mai multi terti, incluzand dar fara a se limita la rate relevante, preturi, randamente, curbe de randament, volatilitati, spread-uri, corelatii sau alte date de piata relevante in piata relevanta; sau</p> <p>(iii) infomatii de tipul celor descrise la clauzele (i) sau (ii) de mai sus din surse interne, daca informatia respectiva este utilizata in modul de calcul uzual al Partii ce calculeaza pentru evaluarea unor tranzactii similare pe parcursul derularii afacerilor proprii.</p> | <p>reasonable, as of the date or dates following the Early Termination Date as would be commercially reasonable.</p> <p>In determining a Close-out Amount, the Bank may consider any relevant information, including, without limitation, one or more of the following types of information:</p> <p>(i) quotations (either firm or indicative) for replacement transactions supplied by one or more third parties that may take into account the creditworthiness of the Determining Party at the time the quotation is provided and the terms of any relevant documentation between the Determining Party and the third party providing the quotation;</p> <p>(ii) information consisting of relevant market data in the relevant market supplied by one or more third parties including, without limitation, relevant rates, prices, yields, yield curves, volatilities, spreads, correlations or other relevant market data in the relevant market; or</p> <p>(iii) information of the types described in clause (i) or (ii) above from internal sources if that information is of the same type used by the Determining Party in the regular course of its business for the valuation of similar transactions during the course of their own business.</p> |
| <p><b>“Zi Lucratoare”</b> reprezinta o zi in care Banca este deschisa pentru activitatea cu publicul.</p>   | <p><b>“Business Day”</b> means a day which is a day in which the Bank is opened for the public.</p>  |

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| <p>Anexa nr. 2 din data de ..... la Contractul cadru pentru instrumente financiare derivate nr..... din data de..... privind Tranzactiile care se pot incheia in baza prezentului Contract</p>   | <p>Annex no. 2 dated ..... to the Framework Agreement for Derivative Financial Instruments no..... from ..... regarding the Transactions which can be concluded based on the Agreement</p>  |
| <p>Situatia Tranzactiilor care pot fi incheiate se va actualiza prin redactarea unei noi Anexe 2, care o inlocuieste pe precedenta si isi produce efectele de la data semnarii de catre ambele Parti, fara incheierea unui act aditional intre Parti.</p>  | <p>The status of the Transactions which may be concluded shall be updated by drafting a new Annex 2, which replaces the previous one without executing an addendum between the Parties</p>  |
| <p>Prezenta Anexa inlocuieste Anexa depusa anterior si intra in vigoare la data ..... ( se va completa daca este cazul).</p>   | <p>This Appendix replaces the previous Appendix and come into force on date ..... (Filled in only if such cases exist).</p>   |
| <p>Tranzactiile reprezinta operatiuni cu instrumente financiare derivate care constau in schimbul de fonduri in diferite valute sau schimbul si plata fondurilor, ale caror sume sunt stabilite pe baza unor cursuri de schimb si sunt decontate financiar ulterior incheierii, respectiv tranzactiile pe cursul de schimb, care prevad cumpararea unei sume agreate intr-o valuta de catre o parte la o astfel de tranzactie in schimbul vanzarii de catre acea parte a unei sume agreate in alta valuta altei parti la tranzactie.</p>   | <p>The Transactions represent financial derivative instruments that consist of the exchange of funds in various currencies or the exchange and payment of funds, whose amounts are determined based upon exchange rates, and are subsequent settled financially, namely the transaction providing for the purchase of an agreed amount in one currency by one party to such transaction in exchange for the sale by it of an agreed amount in another currency to the other party to such Transaction.</p>  |
| <p><b>a) FX FORWARD</b></p>  | <p><b>a) FX FORWARD</b></p>   |
| <p>O tranzactie care prevede schimbul unei valute cu o alta valuta, cu decontarea la o data viitoare specificata a valorii notionale agreate la data tranzactiei. (mai tarziu decat "spot" – doua Zile Lucratoare).</p>  | <p>A transaction providing for the exchange of a currency with another currency providing for settlement on a specified future date (later than "spot" – two Business Days).</p>  |
| <p><b>b) FX SWAP</b></p>   | <p><b>b) FX SWAP</b></p>  |
| <p>Un schimb efectuat simultan intre aceleasi doua valute, dar in sensuri diferite (cumparare/vanzare) si la date diferite de valuta/decontare (de exemplu, cumparare in spot si vanzare in forward), si unde valoarea tranzactiei este fixa pentru una din valutele tranzactionate.</p>   | <p>An exchange made simultaneously between the same two currencies, but in opposing directions (buy/sell) and different value dates (e.g. buy spot and sell forward), where the value of the deal is the same in one currency.</p>  |
| <p><b>c) FLEXIBLE FORWARD</b></p>  | <p><b>c) FLEXIBLE FORWARD</b></p>   |
| <p>O varianta a FX FORWARD-ului in care cumparatorul poate deconta oricand pana la data maturitatii orice suma din valoarea totala a notionalului.</p>   | <p>A version of FX FORWARD, in which the buyer can settle at anytime up to the due date any amount from the total notional amount.</p>  |
| <p><b>d) NON-DELIVERABLE FORWARD</b></p>   | <p><b>d) NON-DELIVERABLE FORWARD</b></p>  |
| <p>O tranzactie pentru care nu are loc schimbarea valorii notionale agreate. Profitul sau pierderea care trebuie platit(a) se calculeaza in moneda cotata, ca produs al valorii notionalului in moneda de baza si a diferentei dintre cursul agreat si cursul de referinta. Cursul de referinta se poate stabili cu o zi sau doua inaintea datei decontarii sau in data decontarii.</p> <p>In ziua decontarii, daca suma decontata este: (A) un numar pozitiv, cumparatorul valutei cotate va plati suma respectiva in moneda decontarii sau (B) un numar negativ, vanzatorul valutei cotate va plati valoarea absoluta a acelei sume in moneda decontarii cumparatorului valutei.</p> | <p>A transaction cash-settled, whose notional amount is never exchanged. The profit or loss to be paid is calculated in quoted currency as the product of the notional amount in base currency and the difference between the agreed rate and the fixing rate. The fixing date can either be one or two working days before value date or same with the value date.</p> <p>On the settlement date, if the settlement currency amount is (A) a positive number, the quoted currency buyer will pay that amount in the settlement currency to the currency seller or (B) a negative number, the quoted currency seller will pay the absolute value of that amount in the settlement currency to the currency buyer.</p> |

Anexa nr. 3 din data de/ Annex no. 3 dated [.....]  
la Contractul cadru pentru instrumente financiare derivate nr./ to the Framework Agreement for Derivative Financial Instruments  
no.....din/from.....  
privind Conturile principale de tranzactionare ale Clientului/ regarding the Client Main Trading Accounts [.....]

Prezentul formular inlocuieste Anexa depusa anterior si intra in vigoare la data [.....](se va completa daca este cazul) / la data semnarii de catre ambele Parti.

The present form replaces The Annex previously attached to the contract and come into force on date [.....] (filled in only if such a case exists)/ on signing date

**CONTURILE PRINCIPALE DE TRANZACTIONARE / MAIN TRADING ACCOUNTS**

|                                |                                      |
|--------------------------------|--------------------------------------|
| contul nr./account no. [.....] | denominat in/denominated in RON;     |
| contul nr./account no. [.....] | denominat in/denominated in EUR;     |
| contul nr./account no. [.....] | denominat in/denominated in USD;     |
| contul nr./account no. [.....] | denominat in/denominated in [.....]; |
| contul nr./account no. [.....] | denominat in/denominated in [.....]; |
| contul nr./account no. [.....] | denominat in/denominated in [.....]  |

Situatia conturilor de tranzactionare se va actualiza prin redactarea unei noi Anexa 3, care o inlocuieste pe precedenta si isi produce efectele de la data semnarii de ambele Parti, fara incheierea unui act aditional intre Parti. / The status of trading accounts shall be updated by drafting a new Appendix 3, which replaces the previous one without executing an addendum between Parties.

Noua situatie a Conturilor din prezenta Anexa astfel modificată va fi înregistrată în AEGRM, printr-un aviz de ipotecă modificator./ The new status of Accounts in the thus amended Annex shall be registered with EAMS by an amending notice of mortgage.

Anexa nr. 4 la Contractul cadru pentru instrumente financiare derivate nr. .... din data ..... privind Clientul/ Annex no. 4 to the Master Derivatives Agreement no. .... from ..... regarding the Client

Prezentul formular inlocuieste Anexa depusa anterior si intra in vigoare la data .....(se va completa daca este cazul) / la data semnarii de catre ambele Parti.

The present form replaces The Annex previously attached to the contract and come into force on date ..... (filled in only if such a case exists)/ on signing date

Reprezentanti Autorizati/ Authorized Representatives

| Nr | Nume si prenume/<br>Name and Surname | Semnatura/<br>Signature | CI<br>Pasaport/<br>ID<br>or<br>Passport | Telefon<br>/Phone | Imputernicit sa transmita<br>instructiuni/Authorised<br>to Send Instructions |         |         |
|----|--------------------------------------|-------------------------|---|-------------------|--|---------|---------|
|    |                                      |                         |   |                   | Via Telefon<br>/Phone  | Via BBG | Via RET |
|    |                                      |                         |   |                   |  |         |         |
|    |                                      |                         |   |                   |  |         |         |
|    |                                      |                         |   |                   |  |         |         |
|    |                                      |                         |   |                   |  |         |         |
|    |                                      |                         |   |                   |  |         |         |
|    |                                      |                         |   |                   |  |         |         |
|    |                                      |                         |   |                   |  |         |         |
|    |                                      |                         |   |                   |  |         |         |

In ceea ce priveste toate confirmarile in legatura cu Tranzactiile noastre, prin prezenta instruiam Banca sa transmita documentele prin e-mail la urmatoarele adrese/ With respect to all Confirmations related to our Transactions, we hereby instruct the Bank to send the documents by e-mail to the following addresses: .....

..... este Reprezentantul Autorizat desemnat de Client pentru completarea Testului de Oportunitate in numele Clientului./ is the Authorised Representative designated by the Client for the filling in of the Appropriateness Test in the name of the Client.

Fiecare Reprezentant Autorizat a luat la cunostinta de rezultatul Testului de Oportunitate realizat de Client, acest rezultat fiind reprezentativ pentru fiecare dintre acestia in exercitarea calitatii de Reprezentat Autorizat, in baza prezentului Contract./ Each Authorised Representative acknowledges the result of the Appropriateness Test made by the Client, this result being deemed representative for each of them, in his/her position as Authorised Representative, under the present Agreement.

Instructiunile se transmit prin mijloacele agreeate la Sectiunea 5.7. din Contract. Datele de contact ale Clientului, pentru orice alte comunicari cu privire la prezentul Contract sunt urmatoarele si orice schimbare in aceste date de contact va fi comunicata Bancii imediat ce are loc/ Instructions are sent by the means agreed at Section 5.7. of the Agreement. The contact data of the Client, for any other communications regarding the present Agreement are the following and any change in these contact data shall be communicated to the Bank as soon as it takes place:

Telefon/telephone:....., fax: ..... e-mail: .....

Anexa nr. 5 la Contractul cadru pentru instrumente financiare derivate nr./ to the Framework Agreement for Derivative Financial Instruments no.....din/from [.....]

Formular privind Factorul de Decizie/Forms on Investment Decision Maker

Prezentul formular inlocuieste Anexa depusa anterior si intra in vigoare la data [.....](se va completa daca este cazul) / la data semnarii de catre ambele Parti.

The present form replaces The Annex previously attached to the contract and come into force on date [.....] (filled in only if such a case exists)/ on signing date

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| <p>Subscrisa [.....] confirm prin prezenta ca am numit un Factor de Decizie in scopul incheierii de Tranzactii prin intermediul Bancii, in numele si in contul meu.</p> <p>Numele si adresa Factorului de Decizie (persoana juridica sau persoana fizica) [.....]</p>   | <p>The underwriter [.....] hereby confirm that I have appointed an Investment Decision Maker authorized to enter into Transactions, under our name and account, through the Bank.</p> <p>Name and address of Investment Decision Maker (legal entity or natural person): [.....]</p>   |
| <p>Codul LEI (pentru Factorul de Decizie – persoana juridica) [.....]</p>   | <p>LEI Code (only for Investment Decision Maker – legal entity): [.....]</p>   |
| <p><b>Pentru Factorul de Decizie persoana juridica:</b><br/>Va rugam sa ne furnizati datele de contact ale uneia sau mai multor persoane de contact din cadrul Factorului de Decizie – persoana juridica<br/>Nume si prenume: [.....]<br/>Adresa e-mail: [.....]<br/>Telefon: [.....]</p>   | <p><b>FOR INFO</b><br/><b>For Investment Maker Decision – legal entity:</b><br/>Please provide us the data contact for one or more persons authorized as representatives of Investment Maker Decision – legal entity:<br/>Name and surname: [.....]<br/>Email address: [.....]<br/>Phone: [.....]</p>  |
| <p><b>Pentru Factorul de Decizie persoana fizica</b><br/>Va rugam sa ne furnizati urmatoarele date pentru Factorul de Decizie - persoana fizica<br/>Nume si Prenume [.....]<br/>* NCI= Identificator National al Clientului, conform MIFID II si reglementarilor incidente<br/>Nationalitate [.....]<br/>Identificator National [.....]<br/>Adresa de corespondenta [.....]<br/>Adresa de e-mail [.....]</p>  | <p><b>For Investment Maker Decision – natural person:</b><br/>Please provide us the contact data for Investment Maker Decision – natural person: [.....]<br/>Name and Surname: [.....]<br/>NCI/ National Client Identifier*<br/>National Client Identifier, according to MIFID II and implementation regulations [.....]<br/>Citizenship [.....]<br/>National Identifier [.....]<br/>Correspondence address [.....]<br/>Email address [.....]</p>  |
| <p>Prin returnarea unei forme tiparite si semnate a acestui document ne confirmati ca:</p> <p>a) ati luat la cunostinta informatiile prezentate in acest formular;<br/>b) informatiile mentionate in cuprinsul prezentului formular sunt complete si corecte;</p> <p>c) societatea/persoana/persoanele mentionate in prezentul formular este/sunt mandatat(a/e) sa incheie Tranzactii cu RBRO in numele si in contul dumneavoastra;</p> <p>d) sunteti de acord sa va asigurati ca Factorul de Decizie persoana juridica mentine un LEI valabil pe toata durata in care actioneaza in numele si pentru dumneavoastra si ca RBRO, prin intermediul Responsabilului de Client, va fi informat cu</p> | <p>By signing and returning the present form you hereby confirm:</p> <p>a) you have acknowledged the information presented in this form;</p> <p>b) the information within present form are completed and correct;</p> <p>c) the legal entity/ natural person(s) mentioned within the present form are authorized to conclude Transactions with RBRO on your name and account;</p> <p>d) you are responsible that the legal entity Investment Decision Maker(s) maintain(s) a valid LEI code for the whole period of present mandate and you will promptly notify RBRO, through your dedicated Relationship Manager, of any changes related</p> |



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| <p>promptitudine cu privire la orice modificari referitoare la Factorul de Decizie;</p> <p>e) sunteti de acord sa va asigurati ca Factorul de Decizie – persoana fizica si persoanele de contact ale Factorului de Decizie – persoana juridica sunt de acord cu prelucrarea datelor lor cu caracter personal furnizate prin prezentul formular in scopul Contractului.</p> <p>Data: _____<br/> Nume Client: _____<br/> Semnatura _____</p>                         | <p>to notified Investment Decision Maker(s);</p> <p>e) you are responsible that Investment Decision Maker – natural person or representatives of Investment Decision Maker – legal entity have consent to send us the personal general data through present form.</p> <p>Date: _____<br/> Client's Name: _____<br/> Signature: _____</p>   |
| <p>Nota Bene: Acest formular se va completa numai in cazul in care Clientul a imputernicit o terta parte, persoana juridica sau persoana fizica, externa fata de Client, sa ia decizii cu privire la inchierea Tranzactiilor in numele si pe contul Clientului. Banca are obligatia legala sa colecteze si sa raporteze toate detaliile aferente Factorului de Decizie cuprinse in prezentul formular.</p>   | <p>Nota Bene: This form shall be filled in only when the Client, legal entity, has empowered a third party, either legal entity or natural person, to make decisions as to concluding Transactions in the name and on the account of the Client. The Bank is legally bound to collect and report all details regarding the Investment Decision Maker covered in the present form.</p>  |
| <p>Prezentul formular trebuie completat cu informatiile relevante aferente Contractului Cadru, chiar si in cazul in care informatiile generale conform carora Clientul a numit un Factor de Decizie au fost deja furnizate pe alte canale Bancii. Informatiile din prezentul formular vor fi utilizate de Banca in vederea raportarii tranzactiilor si nu au incidenta asupra detaliilor de transmitere a instructiunilor mentionate in contractele specifice.</p> | <p>The present form shall be filled in with relevant information on Master Agreement, even if general information regarding the appointment of Investment Decision Maker have already been provided to the Bank, through other channels, by the Client. The information provided for in present form shall be used by RBRO exclusively for trades reporting and shall not impact other instructions referred to in other specific contracts.</p> |
| <p>In cazul in care ati numit un Factor de Decizie, in conformitate cu prevederile prezentului formular, informatiile referitoare la cunostinte si experienta, colectate de Banca in scopul conformarii prevederilor MIFID II, vor fi furnizate Bancii de Factorul de Decizie.</p>   | <p>If you have appointed an Investment Decision Maker, according to present form specifications, the information regarding your experience and knowledge, collected by the Bank according to MIFID II requirements, shall be related to relevant authorized persons within Investment Decision Maker.</p>  |

Anexa nr. 6 la Contractul cadru pentru instrumente financiare derivate nr./ to the Framework Agreement for Derivative Financial Instruments no.....din/from.....  
EMIR

| 1. Reconcilierea portofoliului   | 1. Portfolio Reconciliation  |
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| <p>1.1. Partile agreeaza reconcilierea portofoliilor prin transmiterea de catre Banca a unui document cuprinzand datele referitoare la portofoliul de Tranzactii in derulare (denumit in continuare „Raport”) catre Client la fiecare data de reconciliere a portofoliului (denumita „Data RP”). Datele cuprinse in Raport se vor referi la Tranzactiile in derulare ale Partilor si vor contine informatii relevante referitoare la aceste Tranzactii (denumite in continuare „Date”). Reconcilierea portofoliului va avea loc periodic conform prevederilor EMIR.</p> <p>In Ziua Lucratoare imediat urmatoare datei in care Raportul a fost transmis catre Client, la adresa de e-mail agreeata intre Parti in prezenta Anexa 6, Clientul va efectua reconcilierea Datelor. Reconcilierea Datelor consta in confruntarea Datelor transmise de Banca cu inregistrarile Clientului pentru a identifica orice discrepante care privesc Datele. Daca Clientul identifica discrepante care sunt importante pentru drepturile si obligatiile Partilor, in opinia rezonabila a Clientului, in legatura cu una sau mai multe Tranzactii, acesta va notifica Banca in scris de indata si Partile vor discuta in vederea eliminarii discrepantelor. Daca Clientul nu notifica Banca despre existenta discrepantelor in continutul unui Raport in termen de 5 (cinci) Zile Lucratoare, de la data primirii Raportului, Partile sunt de acord ca, Clientul confirma tacit Datele cuprinse in Raport.</p> | <p>1.1. The Parties agree to reconcile the portfolios by sending by the Bank of a document regarding the outstanding Transactions portfolio data (hereinafter called „Report”) to the Client on each portfolio reconciliation date (hereinafter called „PR Date”). The data comprised in the Report shall refer to the outstanding Transactions between the Parties and shall contain relevant information regarding these Transactions (hereinafter called „Data”). The portfolio reconciliation shall take place periodically according to the provision of EMIR.</p> <p>In the next Business Day following the date in which the Report was sent to the Client to the e-mail address agreed between the Parties within the present Annex 6, the Client shall make the Data reconciliation. The Data reconciliation shall consist in confronting the Data sent by the Bank with the Client’s registration in order to identify any discrepancies regarding the Data. If the Client identifies discrepancies that are material for the rights and obligations of the Parties, in the Client’s reasonable opinion, regarding one or more Transactions, the Client notifies the Bank in writing, as soon as possible and the Parties discuss in order to eliminate the discrepancies. If the Client doesn’t notify the Bank regarding the existence of discrepancies within a Report in a 5 (five) Business Day term form the receiving of the Report, the Parties agree that the Client tacitly confirms the Data comprised in the Report.</p> |
| <p>1.2. In vederea indeplinirii obligatiilor prevazute la articolul anterior, Partile pot desemna terte parti, numai dupa ce a fost obtinut acordul scris al celeilalte Parti.</p>   | <p>1.2. In order to fulfill the obligations stipulated in the above paragraph, the Parties may designate third parties, only after the other Party written consent is obtained.</p>  |
| 2. Procedura de identificare si solutionare a disputelor   | 2. Dispute Identification and Resolution Procedure   |
| <p>2.1. Partile agreeaza ca vor utiliza urmatoarea procedura pentru identificarea si rezolvarea disputelor dintre ei. „Dispute” inseamna orice neintelegere sau controversa care a intervenit intre Parti, care in opinia unei Parti trebuie sa fie supusa procedurii de rezolvare a disputelor si cu privire la care a fost transmisa o notificare de Disputa catre cealalta Parte.</p>   | <p>2.1. The Parties agree that shall use the following procedure for the identification and solving of the Disputes between them. A “Dispute” means any misunderstanding or controversy that rose between the Parties, which in the opinion of a Party have to be submitted to the procedure of solving the Disputes and which has been notified through a Dispute notification to the other Party.</p>  |
| <p>2.2. Orice Parte poate identifica o Disputa prin transmiterea unei notificari de Disputa celeilalte Parti. In Ziua Lucratoare imediat urmatoare primirii notificarii de Disputa, Partile se vor consulta cu buna credinta in incercarea de rezolvare a Disputei cat mai curand posibil, facand schimb de informatii relevante, identificand si aplicand orice metoda care sa fie aplicabila Disputei in vederea rezolvarii acesteia.</p>  | <p>2.2. Any Party may identify a Dispute by sending a Dispute notification to the other Party. In the next Business Day following the receiving of a Dispute notification, the Parties shall consult each other in good faith, trying to solve the Dispute as soon as possible, exchanging relevant information, identifying and applying any method that is applicable to the Dispute for its solving.</p>  |
| <p>2.3. In situatia in care Disputa nu este rezolvata in termen de 5 (cinci) Zile Lucratoare de la data primirii notificarii de Disputa, Partile vor supune de indata Disputa catre membrii seniori ai personalului fiecareia, consilierilor sau agentilor lor, conducerii fiecareia dintre Parti. Daca ambele Parti isi</p>   | <p>2.3. In case the Dispute is not solved in a 5 (five) Business Days from the receiving of a Dispute notification, the Parties shall submit immediately the Dispute to the senior members of the employees of each other, to their counselors or agents, to the management of each Party. If both Parties send to each</p>  |

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| transmit notificari de Disputa cu privire la aceeasi Tranzactie se va lua in considerare data primirii primei notificari de Disputa.  | other Dispute notices regarding the same Transaction shall be taken into account the date when the first Dispute notification has been received.  |
| 2.4. Fiecare Parte va stabili intern proceduri privind inregistrarea si monitorizarea Disputelor pana la solutionarea acestora.   | 2.4. Each Party shall establish internally procedures regarding the registration and monitoring of the Disputes until they are solved.  |
| 2.5. Prezenta procedura de identificare si solutionare a disputelor nu aduce atingere oricaror drepturi si obligatii ale Partilor izvorand din Contract sau din lege sau intr-un alt mod. Actiunea sau inactiunea uneia dintre Parti in temeiul acestor prevederi nu va reprezenta o renuntare in tot sau in parte la un drept sau privilegiu nascut in baza Contractului sau in alt mod, astfel a) orice evaluare a unei Tranzactii in scopul prezentei proceduri nu va afecta o alta evaluare a unei Tranzactii facuta in orice scop, b) Partile pot incerca identificarea si rezolvarea discrepantelor intre ele inainte de a transmite o notificare de Disputa.   | 2.5. The present procedure of identification and solving of the disputes does not alter any rights and obligations of the Parties derived from the Agreement or from the law or from any other source. Action or inaction of a Party on the grounds of these provisions shall not represent a renunciation in whole or in part to a right or privilege born on the grounds of the Agreement or in any other way, thus, a) any valuation of a Transaction for the purpose of the present procedure shall not affect any other valuation made for other purposes, b) the Parties may try to identify and solve the discrepancies raised between them before sending a Dispute notification.   |
| <b>3. Renuntarea la obligatia de confidentialitate</b>  | <b>3. Waiver of the confidentiality obligation</b>  |
| 3.1. Prin exceptie de la obligatia de confidentialitate asumata de Parti in Contract, fiecare dintre Parti consimte sa renunte la aceasta obligatie in urmatoarele conditii: a) in limitele cerute sau permise de EMIR si in conformitate cu prevederile EMIR sau ale oricarui act normativ obligatoriu pentru una din Parti cu privire la raportarea unei Tranzactii si a informatiilor aferente (denumite in continuare "Cerinte de raportare"), b) cu privire la terte parti care furnizeaza uneia dintre Parti servicii in legatura cu Cerintele de Raportare.  | 3.1. By way of exception from the confidentiality obligation assumed by the Parties within the Agreement, each party agrees to waive this obligation in the following conditions: a) within the limits requested or permitted by EMIR and according to EMIR provisions or to any other legislative act compulsory for one of the Parties regarding the reporting of a Transaction and relevant information (hereinafter called "Reporting Obligations"), b) regarding third parties that provide services to one of the Parties regarding the Reporting Obligations.  |
| 3.2. Fiecare Parte ia la cunostinta ca: a) informatiile care vor fi transmise de cealalta Parte includ identitatea contrapartii, detalii referitoare la Tranzactie si ca b) aceste informatii pot fi transmise si catre terte parti, sisteme si servicii operate de catre terte parti pentru indeplinirea Cerintelor de Raportare. Prezentul acord de transmitere de date prevaleaza oricarei obligatii de confidentialitate cu privire la care Partile pot dispune, contine acordul expres al Partii in acest sens si nu restrange orice alt acord de transmitere de date incheiat intre Parti. Fiecare dintre Parti este responsabila pentru obtinerea acordului transmiterii informatiei confidentiale relevante pentru prezenta Anexa EMIR de la orice terta parte fata de care are stabilita o obligatie de confidentialitate. | 3.2. Each Party acknowledges that: a) the information sent by the other Party include the identity of the counterparty, details regarding the Transaction and that, b) these information can be sent to third parties, to systems or services operated by a third party for the fulfillment of the Reporting Obligations. The present agreement of disclosure prevails over any confidentiality obligation that can be waived by the Parties, and incorporates the express agreement of the Party for this purpose and does not restrict any other agreement of disclosure of data concluded between the Parties. Each of the Parties is responsible for obtaining the agreement for disclosing the confidential information relevant for EMIR Annex from any third party towards which it has established a confidentiality agreement. |
| <b>4. Alte clauze</b>   | <b>4. Miscellaneous</b>   |
| 4.1. Neindeplinirea de catre Parti a oricareia dintre obligatiile asumate prin prezenta Anexa nu reprezinta un caz de Neindeplinire conform prevederilor Contractului.  | 4.1. The Non-fulfillment by the Party of any of the obligations assumed through the present Annex does not represent an Event of Default according to the provisions of the Agreement.  |
| 4.2. Adresa de e-mail utilizata de Parti pentru a comunica referitor la EMIR este pentru Banca: emir@raiffeisen.ro si pentru Client [.....]   | 4.2. The e-mail address used by the Parties for notices regarding EMIR is for the Bank: emir@raiffeisen.ro and for the Client [.....]   |

Anexa nr. 7 din data de/ Annex no. 7 dated .....

la Contractul cadru pentru instrumente financiare derivate nr./ to the Framework Agreement for Derivative Financial Instruments no..... din/from..... (denumit in continuare Contractul/hereinafter called the Agreement)

privind clasificarea contrapartilor si delegarea raportarii EMIR de catre Client/ regarding the counterparties classification and delegation of EMIR reporting for the Client (denumit in continuare Anexa/hereinafter called the Annex)....

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| Intrucat Clientul are conform prevederilor EMIR anumite obligatii de raportare,  | Whereas the Client has according to the EMIR provisions certain reporting obligations,   |
| Intrucat Clientul intentioneaza sa delege efectuarea Raportarii EMIR catre Banca si Banca este de acord cu aceasta delegare  | Whereas the Client intends to delegate the EMIR Reporting to the Bank and the Bank agrees with this delegation,  |
| Partile au stabilit in prezenta Anexa termenii si conditiile in care se va realiza Raportarea EMIR.  | The Parties have decided to establish in the present Annex the terms and conditions in which the EMIR Reporting shall be realized.   |
| <b>1. Definitii.</b>   | <b>1. Definitions.</b>   |
| Urmatoarele definitii se aplica prezentei Anexa:   | The following definitions shall apply to the present Annex:  |
| "LEI" codul unic de identificare conform EMIR;   | "LEI" the unique code for temporary or definitive identification according to EMIR;  |
| "Raportare EMIR" raportarea realizata in concordanta cu EMIR;  | "EMIR Reporting" the reporting realized in accordance with EMIR;   |
| "Registrul Central" orice registru central de tranzactii selectat de Banca autorizat conform EMIR pentru primirea Raportarilor EMIR;   | "Trade Repository" any trade repository selected by the Bank authorized according to EMIR for EMIR Reporting;  |
| "Tranzactii" inseamna orice instrument financiar derivat extrabursier definit conform EMIR tranzactionat intre Banca si Client. Pentru evitarea oricarui dubiu nu fac obiectul prezentei Anexa instrumentele financiare derivate tranzactionate pe o piata reglementata.   | "Transactions" any OTC derivative as defined by EMIR traded between the Bank and the Client. For avoidance of any doubt, the exchange traded derivatives are not within the purpose of the present Annex.  |
| <b>2. Interpretare.</b>  | <b>2. Interpretation.</b>  |
| Prezenta Anexa se completeaza cu prevederile Contractului Cadru si cu cele ale EMIR, orice termen scris cu prima litera majuscula si nedefinit aici este definit in Contract sau in EMIR. In caz de discrepanta intre termenii prezentei Anexa si cei ai Contractului termenii prezentei Anexa vor prevala.              | The present Annex is completed with the provisions of the Master Agreement and of EMIR, any term written with first letter in capitals and not defined here is defined in the Agreement or in EMIR. In case of any discrepancy between the terms of the present Annex and the terms of the Agreement the terms of the Annex shall prevail. |
| <b>3. Notificare reciproca</b>   | <b>3. Bilateral notification</b>   |
| 3.1 Banca, avand codul LEI 549300RFKNCOX56F8591 notifica prin prezenta Clientul cu privire la incadrarea sa ca si Contraparte Financiara sub pragul de compensare (FC Small/FC-), conform EMIR cu privire la obligatiile de compensare a tranzactiilor cu instrumente financiare derivate pe rata dobanzii si pe credit. | 3.1 Bank, identified with LEI 549300RFKNCOX56F8591 hereby notify the Client that is classified as Financial Counterparty beneath the compensation threshold (FC Small/FC-) with regards to its clearing obligation of OTC Interest Rate Swaps and credit derivatives (Credit Default Swaps).   |
| 3.2 Clientul _____, avand LEI valabil _____, notifica prin prezenta Banca cu privire la clasificarea sa, dupa cum urmeaza:<br><input type="checkbox"/> NFC -<br><input type="checkbox"/> NFC+<br><input type="checkbox"/> FC -<br><input type="checkbox"/> FC +  | 3.2 The Client _____, identified with available LEI _____ hereby notifies the Bank regarding its classification, as it follows:<br><input type="checkbox"/> NFC -<br><input type="checkbox"/> NFC+<br><input type="checkbox"/> FC -<br><input type="checkbox"/> FC +   |
| 3.3. Partile se vor notifica de indata ce constata ca se schimba   | 3.3. The parties shall notify each other as soon as they   |

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| <p>categoria declarata.</p> <p>3.4. Fiecare Parte declara ca monitorizeaza depasirea pragului de compensare conform EMIR si declara ca imediat dup ace o astfel de depasire intervine va notifica cealalta parte despre acest fapt.</p>  | <p>acknowledge that the declared category is changing.</p> <p>3.4. Each Party declares that has in place procedures to monitor the exceeding of the clearing threshold according to EMIR and declares that immediately after such an exceeding shall notify the other Party of this fact.</p>  |
| <p><b>4. Scop si obiect</b></p>  | <p><b>4. Purpose and subject matter</b></p>  |
| <p>4.1 Clientul deleaga Banca prin prezenta Anexa sa raporteze Tranzactiile si Banca este de acord sa raporteze in numele Clientului Tranzactiile catre Registrul Central selectat de Banca conform prevederilor EMIR si ale prezentei Anexe.</p>  | <p>4.1 The Client delegates the Bank through the present Annex to report the Transactions and the Bank agrees to report in the name of the Client the Transactions to a Trade Repository selected by the Bank according to the provisions of EMIR and of the present Annex.</p>  |
| <p>4.2 Pana la notificarea contrara, Banca este de acord sa presteze prezentul serviciu fara incasarea unui comision.</p>  | <p>4.2 Until further notice, the Bank agrees to provide this service without charging a fee.</p>   |
| <p>4.3 Pentru evitarea oricarui dubiu, Banca nu va raporta Tranzactiile realizate de terte parti in care Clientul are calitatea de agent.</p>  | <p>4.3 For avoiding of any doubt, the Bank shall not report the Transactions realized by third parties in which the Client acts as agent.</p>  |
| <p><b>5. Transmiterea datelor raportarii catre Banca</b></p>   | <p><b>5. Sending of the reporting data to the Bank</b></p>   |
| <p>5.1. Clientul va pune la dispozitia Bancii toate datele referitoare la Client si Tranzactii necesare Raportarii EMIR si care nu sunt cunoscute de Banca, in timp util pentru ca Banca sa poata indeplini la timp obligatia de Raportare EMIR in numele Clientului.</p>  | <p>5.1. The Client shall make available to the Bank all the data related to the Client and to the Transactions needed for the EMIR Reporting, data that are not already available to the Bank, in due time, in order for the Bank to be able to fulfil the EMIR Reporting obligation in the name of the Client in time.</p>  |
| <p>5.2. Clientul va informa Banca cat mai curand posibil despre orice modificare a datelor comunicate anterior Bancii.</p>   | <p>5.2. The Client shall inform as soon as possible the Bank of any changes in the data previously made available to the Bank.</p>   |
| <p>5.3. In vederea Raportarii EMIR, Clientul este de acord ca Banca sa plece de la urmatoarea premisa, daca Clientul nu notifica Bancii ca acesta premisa nu mai este corecta cu privire la una sau mai multe Tranzactii:</p> <p>Banca presupune ca Tranzactia este incheiata de Client in nume propriu. In caz contrar, Clientul va notifica Banca ca Tranzactia este incheiata pe seama unei terte parti si va comunica denumirea si LEI-ul acesteia, precum si orice alte detalii necesare.</p> | <p>5.3. For EMIR reporting, the Client agrees that the Bank shall rely on the following assumptions, unless the Client does notify the Bank that this assumption is not correct in relation with one or several Transactions:</p> <p>The Bank assumes that the Transaction is concluded by the Client in its own behalf. If this is not the case, the Client shall notify the Bank that the Transaction is concluded on behalf of a third party and shall send the name and LEI of such third party, as well as any other necessary details.</p> |
| <p>5.4. Orice notificare cu privire la premiza de mai sus va fi facuta de Client pana la ora 17:00 a Zilei Lucratoare in care respectiva Tranzactie este incheiata, modificata sau inceteaza sau in care Clientul a cunoscut sau trebuia sa cunoasca ca respectiva prezumtie nu mai este corecta.</p>  | <p>5.4. Any notification regarding the above mentioned assumption shall be made by the Client until 17:00 hours of the Business Day in which the Transaction is concluded, modified or terminated or in which the Client acknowledges or should have acknowledged that the respective assumption is no longer correct.</p>   |
| <p>5.5. Clientul se obliga sa intreprinda demersurile necesare mentinerii codului sau LEI activ. Banca nu va fi tinuta raspunzatoare pentru consecintele neactualizarii de catre Client a codului LEI.</p> <p>Notificarile vor fi facute la adresa de e-mail: <a href="mailto:emir@raiffeisen.ro">emir@raiffeisen.ro</a></p>   | <p>5.5. The Client undertakes to take the necessary steps to keep LEI code active. The Bank will not be held liable for the consequences of the Client's failure to update its LEI code.</p> <p>The notices shall be made by e-mail to : <a href="mailto:emir@raiffeisen.ro">emir@raiffeisen.ro</a></p>  |
| <p><b>6. Raportarea EMIR la Registrul Central</b></p>  | <p><b>6. The EMIR Reporting to the Trade Repository</b></p>  |

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| <p>6.1. In prezent, Registrul Central selectat de Banca este REGIS TR. Banca va putea selecta un Registru Central aditional sau un nou Registru Central dupa cum va considera necesar. Banca va notifica Clientului, prin orice mijloace, schimbarea Registrului Central.</p>  | <p>6.1. Presently, the Trade Repository selected by the Bank is REGIS TR. The Bank shall be able to select an additional Trade Repository or a new Trade Repository, as it shall deem necessary. The Bank shall notify the Client the change of the Trade Repository.</p>   |
| <p>6.2. Banca va transmite Raportarea EMIR catre Registrul Central conditionat de primirea tuturor informatiilor necesare de la Client in timp util. Banca isi rezerva dreptul de a folosi serviciile unei terte parti in vederea realizarii Raportarii EMIR. Clientul este de acord cu transmiterea tuturor informatiilor necesare unei astfel de terte parti in scopul realizarii Raportarii EMIR in baza prezentei Anexa.</p>   | <p>6.2 The Bank shall send the EMIR Reporting to the Trade Repository, if all the necessary information are received from the Client in due time. The Bank reserves the right to use a third party service in order to complete the EMIR Reporting. The Client agrees with the sending of all necessary information to such a third party in order to realize the EMIR Reporting on the grounds of the present Annex.</p>   |
| <p>6.3. Oricare dintre Parti va notifica cealalta Parte daca ia la cunostinta ca informatiile cuprinse in oricare Raportare EMIR sunt incorecte. Banca poate corecta orice erori in cadrul Raportarilor EMIR pe care Banca le detecteaza prin intermediul sistemelor sale IT (cum ar fi date incorecte sau neplauzibile) si va transmite catre Registrul Central datele corectate sau mesaje de corectare.</p>   | <p>6.3. Each Party shall notify the other Party if it acknowledges that the information comprised in EMIR Reporting is incorrect. The Bank can correct any errors within the EMIR Reporting which are detected by the Bank through its IT systems (as are incorrect data or implausibly completed data) and shall send to the Trade Repository the corrected data or correction messages.</p>   |
| <p>6.4. Partile vor colabora in vederea adaptarii la orice modificari legale sau tehnice legate de Raportarile EMIR si vor lua toate masurile necesare in vederea implementarii acestor modificari, in acord cu obligatiile prevazute in prezenta Anexa.</p>   | <p>6.4. The Parties shall collaborate in order to adapt to any legal or technical changes related to EMIR Reporting and shall take all the necessary measures in order to implement these changes, in line with the obligations stipulated in the present Annex.</p>  |
| <p>6.5. Clientul va putea efectua verificari asupra datelor raportate de catre Banca prin crearea si accesarea contului propriu deschis la Registrul Central comunicat de catre Banca.</p>   | <p>6.5. The Client shall be able to verify the data reported by the Bank by creating and accessing its own account opened with the Trade Repository shared by the Bank</p>  |
| <p><b>7. Raspundere</b></p>  | <p><b>7. Liability</b></p>  |
| <p>7.1. Raspunderea Bancii pentru neindeplinirea obligatiilor asumate prin prezenta Anexa va fi limitata la culpa grava si fapta intentionata.</p>   | <p>7.1. The liability of the Bank for any breach of its obligations under this Annex shall be limited to gross negligence and wilful intent.</p>  |
| <p>7.2. In situatia unor erori de software sau intreruperi tehnice, care au rezultat in special ca urmare a:</p> <p>a) netransmiterii, transmiterii incomplete sau incorecte a Raportarii EMIR sau a mesajelor de corectie catre Registrul Central; sau</p> <p>b) primirii incorecte sau incomplete a confirmarii electronice sau a dovezii de primire, emise de Registrul Central sau lipsa acestora privind realizarea Raportarii EMIR sau a mesajelor de corectie transmise in numele Clientului; Banca va fi raspunzatoare doar daca o astfel de situatie a fost cauzata de culpa grava sau fapta intentionata a Bancii.</p> | <p>7.2. In the event of software errors and/or technical disruptions in particular as a result of which:</p> <p>a) the EMIR Reporting or any correction messages are not transmitted to the Trade Repository or are transmitted incompletely or incorrectly; or</p> <p>b) incomplete or incorrect electronic confirmations or acknowledgements of receipt, or none at all are issued by the Trade Repository with respect to EMIR Reporting or to any correction messages that were transmitted on behalf of the Client; the Bank shall only be liable in so far as such event is caused by gross negligent or wilful misconduct of the Bank.</p> |
| <p>7.3. In orice caz, orice raspundere a Bancii pentru continutul incomplet sau incorect al Raportarii EMIR ca urmare a transmiterii de catre Client a unor date incorecte sau incomplete este exclusa.</p>  | <p>7.3. In any event, any liability of the Bank for any incompleteness or inaccuracy in the content of the EMIR Reporting following the sending by the Client of incorrect or incomplete data is excluded.</p>  |
| <p>7.4. Neindeplinirea de catre Parti a oricareia dintre obligatiile asumate prin prezenta Anexa nu reprezinta un Caz</p>  | <p>7.4. The Non-fulfilment by the Party of any of the obligations assumed through the present Annex does not</p>  |

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| de Reziliere conform prevederilor Contractului  | represent an Event of Default according to the provisions of the Agreement.   |
| <b>8. Protectia datelor. Confidentialitate. Evidenta Tranzactiilor</b>  | <b>8. Data Protection. Confidentiality. Record keeping</b>  |
| 8.1. Banca va lua toate masurile organizatorice si tehnice necesare (permise de nivelul sau tehnic actual) pentru a se asigura ca Raportarile EMIR sunt folosite doar in scopul prevazut in prezenta Anexa si nu sunt puse la dispozitie tertelor parti neautorizate. Pentru evitarea oricarei neintelegeri, terte parti angajate de Banca pentru indeplinirea unor obligatii care rezulta din prezenta Anexa nu reprezinta terte parti neautorizate. | 8.1. The Bank shall take all necessary organizational and technical measures (in accordance with the current state of technology) to ensure that the EMIR Reporting is only used for purposes stipulated within the present Annex and are not made available to unauthorized third parties. For the avoidance of doubt, parties retained by the Bank to fulfil its obligations under this Annex are not unauthorized third parties. |
| 8.2. Banca va pastra o evidenta a oricarei Tranzactii incheiate cu Clientul, si a oricarei modificari a acesteia pentru cel putin 5 (cinci) ani dupa terminarea Tranzactiei. Obligatia Clientului, in baza EMIR, de a mentine propria evidenta a Tranzactiilor nu este delegata Bancii si ramane in responsabilitatea deplina a Clientului.   | 8.2. The Bank shall keep a record of any Transaction concluded with the Client and of any modification thereof for at least five (5) years following the termination of the Transaction. The Client's obligation under EMIR, to keep a record of the relevant data is not delegated to the Bank and remains within the responsibility of the Client itself.   |
| <b>9. Durata delegarii</b>  | <b>9. The term of the delegation</b>  |
| 9.1. Prezenta Anexa este incheiata pe durata derularii Contractului, dar poate fi denuntata unilateral, inainte de incetarea Contractului printr-o notificare adresata celeilalte parti cu 30 de zile inainte.  | 9.1. The present Annex is concluded until the termination of the Agreement, but it can be terminated by either of the Parties before the termination of the Agreement, through a written notification sent to the other Party with 30 days in advance.  |

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| <p><b>Art. 1. Definitii</b></p> <p>Urmatoarele definitii se aplica prezentei Anexa:</p> <p><b>"Bunurile afectate Garantiei"</b> = Conturile, Contul Garantiei si Produsele acestora.</p> <p><b>"Conturile"</b> = conturile deschise la Bancă astfel cum acestea sunt identificate în Anexa 3 "Conturile Principale de Tranzactionare", precum si orice alte conturi deschise de Clienti la Banca care vor înlocui Conturile identificate în Anexa 3 "Conturile Principale de Tranzactionare" si care se află sub controlul Bancii în sensul art. 2.410 Cod Civil.</p> <p><b>"Contul Garantiei"</b> = conturile deschise la Bancă astfel cum acestea sunt identificate în Anexa 9 "Contul Garantiei", precum si orice alte conturi deschise de Client la Banca care vor înlocui Contul Garantiei identificate în Anexa 9 "Contul Garantiei" si care se află sub controlul Bancii în sensul art. 2.410 Cod Civil.</p> <p>Referirea la Conturi include si disponibilitățile prezente si viitoare din Conturi, indiferent de provenienta acestora.</p> <p><b>"Obligatiile de Plata"</b> inseamna oricare si toate obligatiile de plată ale Clientului născute sau care se vor naste în viitor în conformitate sau în legătură cu:</p> <p>(i) prezentul Contract in temeiul caruia Banca poate incheia Tranzactii cu Clientul pana la concurenta limitei de tranzactionare aprobata de Banca in suma de ____ si a termenelor mentionate in Confirmari;</p> <p>(ii) dobanzile datorate in conformitate cu prevederile Sectiunii 10.2 din Contractul Cadru;</p> <p>(iii) obligatia de restituire/plata catre Banca a oricaror cheltuieli rezonabile făcute cu recuperarea sumei datorate, inclusiv prin executare silita.</p> <p><b>"Produsele"</b> inseamna oricare dintre următoarele:</p> <p>(i) fructele si produsele Bunurilor afectate Garantiei si oricare bunuri primite în urma unui act de administrare ori de dispozitie cu privire la Bunurile afectate Garantiei;</p> <p>(ii) bunurile în care se transforma sau care înlocuiesc Bunurile afectate Garantiei ori în care trece valoarea acestora.</p> <p><b>Art. 2. Interpretare</b></p> <p>Prezenta Anexa se completeaza cu prevederile Contractului Cadru. Termenii scrisi cu initiala majuscula utilizati fara a fi definiti in alt mod, au sensurile prevazute in Anexa nr. 1 la Contractul Cadru sau in Contractul Cadru.</p> | <p><b>Art. 1 Definitions</b></p> <p>The following definitions shall apply to the present Annex:</p> <p><b>"Secured Assets"</b> = the Accounts, the Guarantee Account and their Proceeds.</p> <p><b>"Accounts"</b> = the accounts opened with the Bank, as identified in Annex 3 "Main Trading Accounts", and any other accounts opened by the Guarantor with the Bank which will replace the Accounts identified in Annex 3 "Main Trading Accounts" and which are under the Bank's control according to Article 2410 of the Civil Code.</p> <p><b>"Guarantee Accounts"</b> = the accounts opened with the Bank, as identified in Annex 9 "Guarantee Accounts", and any other accounts opened by the Client with the Bank which will replace the Guarantee Accounts identified in Annex 9 "Guarantee Accounts" and which are under the Bank's control according to Article 2410 of the Civil Code.</p> <p>The reference to Accounts also includes the current and future amounts available in the Accounts, irrespective of their origin.</p> <p><b>"Payment Obligations"</b> means any and all of the Guarantor's obligations to pay the due amount, born or to be born in the future in accordance with or in relation to:</p> <p>(i) the present Agreement whereby the Bank may enter into Transactions with the Client up to the trading limit approved by the Bank in amount of ____ and up to the dates described in the Confirmations;</p> <p>(ii) interest due under the provisions of Section 10.2 of the Master Agreement;</p> <p>(iii) the obligation to (re)pay to the Bank any reasonable expenses with the recovery of the due amount, including by enforcement.</p> <p><b>"Proceeds"</b> means any of the following:</p> <p>(i) the proceeds of the Secured Assets and any assets received on the basis of a deed of administration or transfer in relation to the Secured Assets;</p> <p>(ii) the assets changing or replacing the Secured Assets or the assets to which the value of the Secured Assets is transferred.</p> <p><b>Art. 2. Interpretation</b></p> <p>The present Annex is completed with the provisions of the Master Agreement. Terms written in capital letters not otherwise defined herein shall have the meaning provided in Annex no. 1 to the present Master Agreement or within the Master</p> |
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### Art. 3. Garantiile constituite de Client

Clientul constituie si inregistreaza garantii satisfacatoare pentru Banca, astfel (se vor mentiona sau descrie pe scurt garantiile acordate de Client si bunurile/drepturile asupra carora acestea poarta):

- ipoteca mobiliara Conturilor ("Ipoteca mobiliara asupra Conturilor");
- ipoteca mobiliara asupra disponibilitatilor banesti constituite in Contul Garantiei ("Ipoteca mobiliara asupra Contului Garantiei")

(impreuna fiind denumite "Ipoteca mobiliara")

### Art. 4. Ipoteca mobiliara asupra Conturilor

Clientul constituie in favoarea Bancii Ipoteca mobiliara asupra Conturilor de prim rang de prioritate, astfel cum sunt acestea identificate in Anexa nr. 3 la Contract pana la concurenta Obligatiilor de Plata fata de Banca:

### Art. 5. Ipoteca mobiliara asupra Contului Garantiei

5.1. Constituirea Ipotecii mobiliare. Partile convin in mod expres ca la initierea fiecarei Tranzactii, Clientul are obligatia de a constitui in favoarea Bancii o Ipoteca mobiliara asupra Contului Garantiei in care va fi transferata o suma de bani in cuantum egal cu valoarea Expunerii Individuale raportat la valoarea fiecarei Tranzactii ordonate (respectiv un procent minim din Tranzactia ordonata, egal cu Marja Individuala de Risc aplicabila in conformitate cu Tranzactia respectiva) Astfel, la data initiirii fiecarei Tranzactii, Banca va comunica Clientului prin telefon inregistrat sau pe Platforma de Tranzactionare care este valoarea fondurilor care trebuie indisponibilizate in favoarea Bancii, iar Clientul imputerniceste expres Banca sa transfere suma respectiva din Conturile Clientului in Contul Garantiei.

5.2. Indisponibilizarea fondurilor. De la momentul transferului fondurilor in Contul Garantiei, in cuantumul stabilit de catre Parti in Contract, Clientul accepta neconditionat si irevocabil ca acestea sunt indisponibilizate in beneficiul Bancii sub forma unui Depozit la termen, unde termen inseamna data scadentei Obligatiilor de Plata, astfel cum este aceasta convenita de Parti prin Contractul Cadru, la care se adauga 30 (treizeci) de zile bancare („Termenul”). Partile accepta ca aceasta constituire a Depozitului este facuta in scop de garantare si ca termenul este stabilit exclusiv in favoarea Bancii si, lichidarea Depozitului la cererea Clientului inainte de expirarea Termenului nu va fi posibila in nicio situatie inainte de stingerea integrala a Obligatiilor de Plata.

Sumele colectate si indisponibilizate in Conturi vor fi utilizate de Banca, exclusiv in vederea indeplinirii Obligatiilor de Plata garantate asumate de catre Client fata de Banca prin prezentul

Agreement.

### Art. 3. Security interest set-up by the Client

The Clients sets up and registers satisfactory guarantees for the Bank, as follows (to be mentioned or shortly described the mortgages granted by the Client and the goods/rights held, with the notation "identified according to mortgage contract" ex) :

- mortgage on movables over the Accounts ("Mortgage on moveable over Accounts");
- mortgage on movables over the available balance of the Guarantee Account ("Mortgage on movables over the Guarantee Account").

(together "Mortgage on movables")

### Art. 4. Mortgage on movables over the Accounts

The Client sets up in favour of the Bank a Mortgage on movables over Accounts, as they are identified in Annex no. 3 to the present Agreement, up to the amount of the Payment Obligations towards the Bank.

### Art. 5. Mortgage on Movables over the Guarantee Account

5.1. Mortgage on movables set-up. The Parties expressly agree at the initiation of each Transaction, the Client has the obligation set-up in favour of the Bank a Mortgage on Movable's over Guarantee Account in which shall be transferred an amount equal to the Individual Exposure, proportionate with the value of each Transaction ordered (respectively a minimum percentage of the Transaction, equal to Individual Risk Margin applicable to the respective Transaction) Thus, at the date of initiation of each Transaction, the Bank shall communicate to the Client by registered telephone or on the Trading Platform which is the amount of money which needs to be blocked in favour of the Bank and the Client expressly empowers the Bank to transfer that amount from the Client's Accounts in the Guarantee Account.

5.2. The blocking of the funds. From the moment of the transfer of the money in the Guarantee Account, in an amount established by the Parties within the Agreement, the Client accepts unconditionally and irrevocably that these are blocked in the benefit of the Bank as a Deposit on a specific term, where term means the due date of the Payment Obligations as this is agreed by the Parties through the Master Agreement plus 30 (thirty) banking days („Term”). The Parties accept that this Deposit is made in order to guarantee and that the term is established exclusively in favour of the Bank and the liquidation of the Deposit to the request of the Client before the end of the Term shall not be possible in any situation before the integral repayment of the Payment Obligations.

The amounts collected and deposited in the Guarantee Account shall be used by the Bank, exclusively to fulfil the Payment Obligations assumed by the Client towards the Bank, according

Contract. Pana la stingerea Obligatiilor de Plata ale Clientului asumate fata de Banca in baza prezentului Contract, Clientul nu va putea dispune de sumele respective.

5.3. Diminuarea sumelor din Contul Garantiei. In cazul in care, la scadenta individuala a fiecareia dintre Tranzactiile ordonate, Clientul isi indeplineste Obligatiile de Plata asumate fata de Banca prin Contractul Cadru, Banca va diminua fondurile banesti constituite in depozitul din Contul Garantiei cu suma aferenta Tranzactiilor respective si va credita contul curent al Clientului, deschis in aceeasi valuta ca si Contul Garantiei, cu valoarea acestor sume, in ziua urmatoare zilei scadentei Tranzactiei.

Virarea oricarei sume din Contul Garantiei in contul curent, conform paragrafului precedent, nu afecteaza existenta Ipotecii mobiliare, aceasta continuand sa subziste pana la indeplinirea integrala a Obligatiilor de Plata ale Clientului decurgand din Contractul Cadru.

#### **Art. 6. Prevederi generale aplicabile Ipotecii Mobiliare**

**6.1. Garantie continua.** Ipotecile mobiliare constituite prin Anexele 8 si 9, dupa caz, si prin prezentul Contract vor fi garantii continue si vor ramane in vigoare pana la indeplinirea integrala a Obligatiilor de Plata ale Clientului decurgand din prezentul Contract.

**6.2. Publicitate.** Clientul mandateaza Banca sa inregistreze cu promptitudine in AEGRM in favoarea Bancii, un aviz de ipoteca care sa confere prim rang de prioritate Ipotecii mobiliare constituite prin prezentul Contract si Clientul va suporta toate cheltuielile legate de constituirea, inregistrarea, modificarea, anularea prezentei Ipotece mobiliare la AEGRM; in acest scop, Clientul autorizeaza Banca sa-i debiteze in mod automat Conturile deschise(e) la acesta cu sumele respective. Clientul poate sa solicite oricand Bancii, la sediul acesteia, o copie a avizului de ipoteca.

Banca are dreptul de control asupra Conturilor/Contului Garantiei, fiind creditor ipotecar si institutia de credit la care sunt deschise Conturile/Contul Garantiei.

In acest sens, Clientul se obliga sa nu confere controlul asupra Conturilor/Contului Garantiei unui tert, inclusiv prin schimbarea titularului Conturilor/Contului Garantiei sau prin numirea unui tert drept cotitular al Conturilor/Contului Garantiei, iar Banca va avea dreptul sa refuze operarea oricaror astfel de modificari solicitate de Client.

Clientul declara si recunoaste prin prezentul Contract ca efectuarea inscrierii la AEGRM a ipotecii mobiliare nu constituie o incalcare a obligatiei de confidentialitate.

to the present Agreement. Until the Payment Obligations are fully paid by the Client, the Bank has the authority, control and the unconditional right to exclusively administer and dispose of the Accounts.

5.3. The decrease of the amounts from the Guarantee Account. In case the Client fulfils its Payment Obligations towards the Bank at the individual due date of each of the Transactions ordered on the grounds of the Master Agreement, the Bank shall decrease the amounts within the deposit from the Guarantee Account with the amount related to the respective Transactions and shall credit the current account of the Client opened in the same currency in the day following the due date of the Transaction.

The transfer of any amount from the Guarantee Account into the current account, according to the previous paragraph shall not affect the existence of the Mortgage over movables, this security interest continuing to exist until the integral fulfilment of the Payment Obligations of the Client deriving from the Master Agreement.

#### **Art. 6. General provisions applicable to Mortgage over Movables**

**6.1. Continuous security interest.** The Mortgages on Movables set up through Annexes 8 and 9, at the present time, and through the Agreement shall be continuous security interests and shall remain in force until the complete fulfilment of the Client's Payment Obligations arising from the present Agreement.

**6.2. Registration.** The Client hereby expressly appoints the Bank to promptly register with EAMS, in favour of the Bank, a mortgage registration notice which would grant a first-rank priority to the Mortgage on movables hereby set up, and the Client will bear all the costs in connection with the incorporation, registration, modification, cancellation of this Mortgage on movables with the EAMS; for this purpose, the Client authorizes the Bank to automatically charge its Accounts opened with it with the respective amounts. The Client may anytime request to the Bank, at the latter's headquarters, a copy of the mortgage registration notice.

The Bank has the right of control over the Accounts/, being mortgagee and credit institution to which the Accounts/Guarantee Account are opened.

In this respect, the Client hereby expressly undertakes not to confer to a third party the control upon the Accounts/Guarantee Account, inclusively by changing the owner of the Accounts/Guarantee Account or by appointing a third party as a co-owner of the Accounts/Guarantee Account, and the Bank shall have the right to refuse the performance of any such changes requested by the Client.

The Client declares and acknowledges that the registration by the Bank of the Mortgage on moveable with the EAMS does not represent a breach of the confidentiality obligation.

**6.3. Expenses.** All the expenses in relation to the Mortgage

**6.3. Cheltuieli.** Toate spezele privind ipoteca mobiliara sunt si raman in sarcina Clientului care se obliga sa le achite integral si cu promptitudine si/sau sa le ramburseze, iar in caz de executare silită, este de acord ca toate spezele, precum si toate sumele ramase neacoperite prin valorificarea ipotecii mobiliare sunt si raman în sarcina sa, fiind inteles ca ipoteca mobiliara va fi acordata fara costuri pentru Banca. Fiecare astfel de plata sau rambursare va fi efectuata de catre Client, la cerere, impreuna cu dobanda aferenta calculata pe baza ratei dobanzii penalizatoare comunicata de Banca incepand cu data cand oricare astfel de cost, cheltuiala, taxa rezultand din sau in legatura cu Contractul au fost suportate de Banca.

**6.4. Declaratii si garantii.** Clientul declara si garanteaza ca, atat la data semnării acestuia, cat si pe intreaga durata a existentei obligatiilor sale decurgand din Contractul Cadrul:

a) este unicul titular si beneficiar al Bunurilor afectate Garantiei, iar acestea sunt libere de orice garantie, privilegiu sau sarcina de orice fel, alta decat cea constituita prin prezentul Contract;

b) Bunurile afectate Garantiei nu fac obiectul nici unui litigiu aflat pe rolul instantelor judecatoresti sau supus arbitrajului, si nu a fost instituita si nu e in derulare nici o procedura asiguratorie sau de executare impotriva acestuia;

c) nici o alta persoana nu este si nu are motive sa creada ca este indreptatita sa pretinda drepturi de proprietate sau un alt drept cu privire la Bunurile afectate Garantiei.

**6.5. Obligatiile Clientului.** Clientul se obliga:

a) sa pastreze in fiinta Conturile si Contul Garantiei pe toata durata existentei ipotecii mobiliare;

b) sa nu vatame drepturile Bancii in cursul folosirii, administrării, efectuării actelor de dispozitie pe care le va efectua asupra Bunurilor afectate Garantiei;

c) sa nu constituie sau sa inregistreze nici o alta ipoteca mobiliara asupra/cu privire la Bunurile afectate Garantiei;

d) sa garanteze si sa apere drepturile Bancii rezultate din prezentul Contract impotriva pretentiilor si cererilor din partea oricarei terte parti si sa informeze cu promptitudine Banca despre orice pretentie sau cerere din partea oricarei persoane in legatura cu Bunurile afectate Garantiei, respectiv, dar fara a se limita la toti creditorii ipotecari si privilegiati a caror garantie i-a devenit opozabila pe alta cale, in temeiul legii;

e) sa nu intreprinda nimic care sa aduca atingere drepturilor constituite in favoarea Bancii in baza prezentului Contract.

Clientul este de acord ca incalcarea oricareia dintre obligatiile mentionate la acest articol, constituie un motiv obiectiv pentru Banca sa considere ca Bunurile afectate Garantiei au fost sau sunt pe cale de a fi pus in pericol, ori perspectiva platii Obligatiilor de Plata prin prezentul Contract a fost sau este pe cale de a fi impiedicata.

over Movables fall within and shall continue to be the responsibility of the Client, which undertakes to fully and promptly pay them and/or reimburse them, and in case of a foreclosure, agrees that all the expenses, as well as all the amounts left uncovered by the sale of the Mortgage over Movables, fall within and shall continue to be its responsibility, being understood that this Mortgage over Movables shall be granted without costs for the Bank. Each such payment or reimbursement shall be made by the Client, upon request, together with the related default interest communicated by the Bank starting with the date when any such cost, expense, tax arising from or in connection with the Agreement was borne by the Bank

**6.4. Representations and warranties.** The Client hereby represents and warrants that, both at the signing date hereof and during the entire validity period of its obligations arising from the Master Agreement:

a) it has full ownership over the Secured Assets, the Guarantor being the only rightful owner and beneficiary of the Accounts/Guarantee Accounts and those are free of any mortgage on movables, privilege, lien, or encumbrance of any kind, other than the one set up hereby;

b) the Secured Assets are not the subject matter of any litigation pending before the courts or submitted for arbitration, and no precautionary or enforcement procedure has been set up, is under way or is about to be initiated against them;

c) no other person is or has any reason to believe that is entitled to claim any ownership rights or any other right over the Secured Assets.

**6.5. Client's obligations.** The Client undertakes:

a) to keep the Accounts and the Guarantee Account operating all throughout the validity period of Mortgage on Movables;

b) not to harm the Bank's rights during operating, management and concluding the disposal acts carried on in connection with the Secured Assets;

c) not to set up or register any other mortgage on movables with respect to the Secured Assets;

d) to guarantee and to protect the Bank's rights resulted from the present Agreement against the claims and requests of any third party and to promptly inform the Bank about any claim or request from any third party as regard of the Secured Assets, respective but not limited to all the mortgagee and privileged creditors, whose security has become opposable on other way, under the law provisions;

e) not to take any action which might prejudice the Bank's rights set up in its favour based on the present Agreement.

The Client agrees that the inobservance or the breach of any of the obligations mentioned herein, represents an objective reason for the Bank to consider that the Secured Assets were or are about to be jeopardized, or the perspective of the payment of the Payment Obligations hereby was or is about to be hindered.

## 6.6. Drepturile Bancii.

Banca are dreptul:

(i) sa isi insuseasca Bunurile afectate Garantei, în cazul în care acestea sunt sume de bani și sa reduca Obligatiile de Plata cu o valoare egală, imputația platii fiind facuta conform CGB;

(ii) sa cesioneze dreptul de ipoteca sau rangul acesteia, separat de creanța pe care o garanteaza, în condițiile legii;

(iii) sa solicite anularea actelor de dispoziție facute de Client asupra Bunurilor afectate Garantei efectuate fără acordul Bancii și care pot avea ca efect imposibilitatea de executare a Ipotecii mobiliare de catre Banca.

**6.7. Cesiune.** Clientul se obliga sa nu cesioneze catre sau in favoarea unor terte parti drepturi cu privire la Bunurile afectate Garantei, sau cu privire la oricare parte a acestora, fara acordul prealabil scris al Bancii. Partile convin ca incalcarea acestei obligatii de catre Client atrage dupa sine obligatia Clientului de a plati Bancii penalitati in valoare cel putin egala cu valoarea Bunurilor afectate Garantei cu privire la care a dispus fara acordul Bancii, dar nu mai mare decat valoarea Obligatiilor de Plata.

**6.8. Executarea în cazul aparitiei unui Caz de Neindeplinire.** In situatia aparitiei unui Caz de Neindeplinire, asa cum sunt definite aceste cazuri la Sectiunea 8 "Cazuri de Neindeplinire" din prezentul Contract, Banca are dreptul, fara a fi necesara vreo autorizatie a Clientului si fara indeplinirea oricaror altor formalitati judiciare sau extrajudiciare, sa initieze procedura de executare a Ipotecii mobiliare, la alegerea sa, fie potrivit prevederilor Codului de procedura civila, fie potrivit prevederilor din Codul civil.

Daca Banca opteaza sa execute Ipoteca mobilara potrivit prevederilor art. 2466 din Codul civil, va putea sa-si satisfaca creanta prin compensare cu sumele care constituie din timp in timp soldul creditor al Conturilor, blocand si debitand in acest scop Conturile/Contul Garantei, fara notificarea prealabila a Clientului si fara indeplinirea oricaror altor formalitati judiciare sau extrajudiciare, cu sumele necesare pentru plata Obligatiilor de Plata in vederea stingerii acestora, cu respectarea dreptului de preferinta prioritar al altor creditori avand constituite ipotece mobiliare asupra Conturilor/Contului Garantei, daca exista.

Banca va avea dreptul sa execute silit sau sa valorifice in orice alta modalitate aleasa de catre Parti orice garantie, in combinatie cu orice alta garantie sau orice alte drepturi in vederea satisfacerii integrale a oricaror obligatii de plata care reprezinta Obligatii de Plata.

In acest sens, Clientul renunta in mod irevocabil si neconditionat, in masura permisa de legislatia aplicabila:

## 6.6. Bank's rights.

The Bank is entitled:

(i) to take possession of the Secured Assets if they are amounts of money and to reduce the Payment Obligations by an equal value, allocating the payments in accordance with GBBT;

(ii) to assign the mortgage right or the mortgage rank, distinctly from the receivable that it assigns, under the law;

(iii) to request the annulment of the Secured Asset transfers made by the Client without the Bank's consent and which may make it impossible for the Bank to enforce the Movable Mortgage.

**6.7. Assignment.** The Client hereby undertakes not to assign to or in favour of a third party its rights in respect of the Secured Assets or in respect with any of the mortgaged Accounts, without the Bank's prior written approval. The Parties hereby agree that the infringement by the Client of this obligation causes the Client's obligation to pay to the Bank penalties at a value at least equal to the value of the Secured Assets as regard of which the Client disposed without the Bank's approval, but not higher than the value of the Payment Obligations.

**6.8. Enforcement in case of occurrence of Event of Default.** In case of an Event of Default as these are defined in Section 8 "Events of Default" of the present Agreement, the Bank is entitled, without any authorization from or prior notice to the Client and without fulfilment of any other judicial or extrajudicial formalities, to initiate the procedure for enforcement of the security, at its own discretion, in accordance either with the provisions of the Civil Procedure Code or with the provisions of the Civil Code.

If the Bank opts for enforcing the present Mortgage on movables in accordance with the provisions of article 2466 from the Civil Code, the Bank will be able to settle its debt through set-off, namely with the amounts that represent from time to time the credit balance of the Accounts/Guarantee Account, thus blocking and debiting the Accounts/Guarantee Account, with the necessary amounts for the Payment Obligations in order for their reimbursement, with respect to the priority preference right of other creditors having mortgages on the Accounts /Guarantee Account, if any.

The Bank shall be entitled to enforce or otherwise capitalize any security in any way the Parties may choose, in combination with any other security or any other rights with a view to the complete performance of any and all payment obligations which constitute the Payment Obligations.

To this effect, the Client hereby irrevocably and unconditionally waives, as permitted by the applicable law:

(i) la orice drept, exceptie sau aparare prin care ar solicita Bancii sa se indrepte mai intai impotriva altei persoane, sa execute mai intai o alta garantie sau sarcina ori sa urmeze orice alta procedura de remediere aflata la dispozitia Bancii;

(ii) la beneficiul de discutie;

(iii) la beneficiul de diviziune; si

(iv) la orice drept, exceptie sau aparare care ar avea ca scop/finalitate intarziera sau impiedicarea executarii silite a garantiei cu exceptia situatiei in care Banca ar actiona contrar prevederilor legale si contractuale sau in mod abuziv.

**6.9. Titlu executoriu.** Prezentul Contract de ipoteca mobiliara constituie titlu executoriu conform legislatiei aplicabile in vigoare si Cartii V, Titlul XI, Cap. IV din Codul civil.

(i) any right, plea or defence requesting the Bank to first take legal action against another person, to first enforce another security or encumbrance or to pursue any other remedy procedure that may be available to the Bank;

(ii) the benefit of discussion;

(iii) the benefit of division; and

(iv) any other right, plea or defence that may result in delaying or preventing the enforcement of the Security, unless the Bank would act against the legal and contractual provisions or in an abusive manner.

**6.9. Writ of execution.** This Agreement represents a writ of execution in accordance with the applicable legislation in force and in accordance with Book V, Title XI, Chapter IV from the Civil Code.

Anexa 9 din data de/ Annex 9 dated [.....]

la Contractul cadru pentru instrumente financiare derivate nr./ to the Framework Agreement for Derivative Financial Instruments no. [.....] din/from [.....]

privind Contul Garantiei/ regarding the Guarantee Account [.....]

Prezentul formular inlocuieste Anexa depusa anterior si intra in vigoare la data [.....] (se va completa daca este cazul) / la data semnarii de catre ambele Parti.

The present form replaces The Annex previously attached to the contract and come into force on date [.....] (filled in only if such a case exists) / la data semnarii de catre

## CONTUL GARANTIEI/ GUARANTEE ACCOUNT

contul nr./account no. [.....] denumit in/denominated in [.....]

Situatia Contului Garantiei se va actualiza prin redactarea unei noi Anexe 8, care o inlocuieste pe precedenta si isi produce efectele de la data semnarii de ambele Parti, fara incheierea unui act additional intre Parti. / The status of trading accounts shall be updated by drafting a new Appendix 8, which replaces the previous one with the new one, without the need for a separate agreement between Parties.

Noua situatie a Contului Garantiei din prezenta Anexa astfel modificată va fi înregistrată în AEGRM, printr-un aviz de ipotecă modificator. / The new status of Accounts in the thus amended Annex shall be registered with EAMS by an amending notice of mortgage.