



**General Terms and
Conditions of Banca
Comercială Intesa Sanpaolo
Romania S.A. – Legal Entities**

February 2023

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1. SCOPE OF THE GENERAL TERMS AND CONDITIONS

- 1.1. These General Terms and Conditions (hereinafter referred to as “GTC”) set the general legal framework for the contractual relationship between Banca Comercială Intesa Sanpaolo România S.A. (hereinafter referred to as the “Bank”) and each of its Customers (hereinafter individually referred to as “Customer”) who have signed to confirm the receipt, acceptance and content appropriation of the present GTC upon the Application for Opening Current Accounts and for Additional Products.
- 1.2. These GTC, together with the Application for Opening Current Accounts and for Additional Products, the Bank's List of Standard Costs (hereinafter referred to as “LSC”) and any other form and/or contract individually regulating a service or product of the Bank constitute a single document which underlies the contractual relationship between the Bank and the Customer for the opening and performance of transactions on current and deposit accounts, as well as for the provision of any other services/banking products and they are together legally assimilated to a Framework Contract, which is subject to the Romanian legislation in force. All these documents will be hereinafter referred in these GTC as the *Framework Contract*.
- 1.3. The Customer's signature on the Application for Opening Current Accounts and for Additional Products unequivocally certifies that, upon entering the business relationship with the Bank, the Customer took note of the content of these GTC, that the Customer acknowledged them, that he fully agrees with their provisions and that he received a copy thereof.
- 1.4. As of the time of acknowledgment/communication, these GTC replace any previous form thereof, as well as any contrary provision in the specific forms/documents related to the products or services provided to the Customer by the Bank, concluded prior to the entry into force of these GTC and, if applicable, supplement them.
- 1.5. In the case of any discrepancies between the construction, meaning or interpretation of the text of any specific form/document/contract related to a product or service concluded between the Bank and the Customer and these GTC, the express provisions of the specific forms/documents/contracts will prevail. Any aspect/procedure/right/obligation not covered by the content of a form/document/contract specific to a certain product or service concluded between the Bank and the Customer will be governed/understood or interpreted in accordance with these GTC. The terms and conditions specific to the Bank's products/services regulated by individual forms/documents/contracts will be applicable for the term mentioned therein.
- 1.6. Any specific products and/or services concluded between the Customer and the Bank can be amended or terminated under the conditions provided by these GTC without affecting the validity of the other products or services contracted by the Customer or the validity of these GTC.
- 1.7. The Customer can also consult these GTC at the headquarters of the territorial units of the Bank, as well as on the Bank's website, www.intesasanpaolobank.ro.
- 1.8. Banca Comercială Intesa Sanpaolo România S.A. is located in Bucharest, Șoseaua Nicolae Titulescu, Nr. 4-8, Clădirea America House, Aripa Est și Aripa Vest, Etaj 6, Sector 1, Postal code 011141, and it is registered with the Register of Credit Institutions under no. RB-PJR-02-032/1999, with the Trade Register Office attached to the Bucharest Regional Court under no. J40/2449/2015, VAT Reg. No. RO 8145422, telephone: 021 405 36 02, Fax: 021 405 36 06, Website: www.intesasanpaolobank.ro, Email: headoffice@intesasanpaolo.ro.

2. DEFINITIONS

- 2.1. In these GTC, the terms below have the following meanings:

3D Secure –security protocol developed by the Payment Schemes, Visa and Mastercard, to increase the security of online card transactions. The websites using this protocol display the “Visa Secure” or “Mastercard Identity Check” logo and allow the Bank to validate the transaction online. The transaction will be validated by internal transaction filters and, additionally, if the Cardholder/Card User is thus requested, by Strong Customer Authentication. The Strong Customer Authentication is performed either via the Secure Code Password, where the 3D Secure Token is used, or by using the authentication technology available on mobile devices (by PIN or biometric authentication) in case of Card mToken application.

Email/SMS alerts – service provided by the Bank enabling the Customer to access banking information about the balance of the accounts and the transactions carried out or to be carried out in the current account/card account, via messages sent by the Bank to the email address and/or SMS messages sent directly to the domestic telephone number specified by the Customer.

ATM (Automated-Teller Machine) - automated banking machine intended for Card transactions to withdraw cash, deposit cash, transfer funds, pay utilities bills, obtain information on the status of accounts and Card transactions.

Authentication - a procedure which allows the Bank to verify the identity of a payment service User or

the validity of the use of a specific payment instrument, including the use of the User's Personalised Security Credentials and biometric data.

Strong Customer Authentication (SCA) - Authentication based on the use of two or more elements categorised as knowledge (something only the user knows), possession (something only the user possesses) and inherence (biometry - something the user is, e.g. facial recognition, fingerprint, etc.) that are independent, meaning that the failure of one element does not compromise the reliability of the others, and which are designed in such a way as to protect the confidentiality of the authentication data.

Authorisation of payment transactions - procedure by which the payer Customer consents to the execution of a payment transaction; when using the I-B@nk Internet Banking service, a Card or a Third Party Payment Service Provider payment services, the payment transactions are authorised by the Customer based on the Digital Signature.

Bank - Banca Comercială Intesa Sanpaolo România S.A. (the Customer's payment service provider), with reference both to the head office and to any of its territorial units.

Accepting Bank - the bank the account used by the merchant for card payment acceptance is opened with/the bank ATM card transactions are settled by.

Payee - expected recipient of the funds covered by a payment transaction.

Beneficial owner - individual ultimately owning or controlling the Customer and/or individual in the name or on behalf of whom a transaction is directly or indirectly performed.

Credit Bureau - company which seeks to support participants in the banking system by providing real, up-to-date and consistent information on individuals who have taken out loans with banks or financial companies, have leased a product or have taken out insurance policies against the risk of default with an insurance company, by collecting/ processing data on the portfolio of retail customers; providing information/ analysis in order to: identify and quantify credit risk, increase credit quality, reduce the risk of fraud and protect creditors, establish uniform criteria for customer scoring.

Call centre - communication structure available to Customers, potential Customers via "telephone" and "email" distribution channels in order to resolve their requests. The Bank's Customers are offered information and support related to the Current Account, the I-B@NK Service, debit and credit cards, exchange rate, making an appointment with the territorial unit of the Bank specified by the Customer, as well as other commercial information relating to the product offering and Bank services.

In the case of potential customers requesting the services offered by the Bank via the Call Centre, their requests are processed similarly to those of the Bank's Customers with respect to any information relating to the Bank's offering of products and services.

Requests can be made by telephone by calling 0800 800 888 (toll-free, from any telephone network in Romania), from Monday to Friday between 08:00 and 20:00, and 0040372712194 (standard rate, from any telephone network in Romania and abroad), available 24/7, for Card-related emergencies.

Requests addressed by email can be made by sending them to the address contact@intesasnpaolo.ro, intended for receiving requests sent to the Call Centre from Monday - Friday, between 08:00 and 20:00.

Secure channel - the application/platform made available by the Bank via a qualified trusted service provider. The secure channel ensures: i) the identification of the sender and of the recipient before providing the documents; ii) the secure sending and receipt of the documents bearing qualified electronic signatures; iii) the use under the exclusive control of the signatory; iv) the purchase environment of the Qualified Electronic Signature Certificate.

Card - Debit card issued by the Bank, being the electronic payment instrument allowing the Cardholder to use only his own funds available in an account opened with the Bank.

Card mToken - application for smartphones dedicated to the Strong Customer Authentication for internet transactions performed using cards issued by the Bank. The application allows SCA for authorising transactions by using the technology consisting of biometric authentication available on smartphones or by entering the password defined by the Holder/User in the application. The Holder/User must activate the smartphone in advance in order to be able to use the application afterwards.

Qualified Electronic Signature Certificate - an electronic signature certificate issued by a qualified trusted service provider, containing at least: i) an indication that it was issued as a qualified electronic signature certificate; ii) a data set representing the issuing qualified trusted service provider and the identification of the signatory; iii) the validation and validity data of the electronic signature. The Qualified Electronic Signature Certificate is issued in accordance with the Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC, qualified electronic signature.

Cerved Business Information Spa - company registered in Italy that provides financial information to facilitate the evaluation of Italian customers.

Challenge Code - unique code provided by the merchant at the time of the transaction, based on which, together with the PIN code, a one-time password (OTP), referred to as Secure Code, is generated by reading the encryption keys on the card chip.

PIR - the Payment Incidents Register, a structure specialised in collecting, storing and centralising

information specific to payment incidents generated by account holders using cheques, bills of exchange and promissory notes.

Customer/Account Holder - legal person or economic entity, with whom the Bank conducts business relationships or other regular or occasional transactions, owner of the amounts from the current bank account, which entered into business relations with the Bank having as object the opening of current accounts and additional products, cash transactions and transfers or any other banking products and services, any entity with which, in carrying out its activities, the Bank has negotiated a transaction, even if such transaction has not been completed, as well as any person who benefits or has benefited in the past by the services provided by the Bank.

Unique Identifier - combination of letters, numbers or symbols provided by the payer, payment services user, to accurately identify the other payment services user (payee) and/or the latter's current account for a payment transaction (IBAN, account number, etc.). Upon opening the current account, the Bank, as a payment service provider, will communicate to the Customer (payment services user) his/her Unique Identifier (IBAN) and the BIC/SWIFT code of the Bank.

CVV2/CVC2 CODE - the security code on the back of the card, consisting of 3 digits, located at the right end of the signature strip, used for securing cardless transactions (Internet or Mail Order/Telephone Order transactions).

Accepting Merchant/Merchant - entity accepting the Card as a means of payment, under a contract previously concluded with an accepting Bank.

Current bank account - basic instrument for incoming and payment transactions, cash withdrawals/deposits, as well as for the placement of deposits, held on behalf of the Customer (payment services user), also used for executing of payment operations, hereinafter referred to as "*current account*".

Card account - current account opened with the Bank in the name of the Customer to which Cards are attached and on which all transactions related to Cards are recorded; the Card account can be debited exclusively by Card transactions.

Payment account - account held in the name of one or more consumers, used for payment transactions.

Payment account accessible online - payment account that can be accessed online by the Customer/authorised person, via the I-B@nk Internet Banking service offered by Intesa Sanpaolo Bank.

CCRR - the Central Credit Risk Register is a structure specialised in collecting, storing and centralising information on the exposure of each Romanian reporting person (credit institution, non-bank financial institution registered with the Special Register, payment institution engaged in lending on a significant scale or electronic money institution engaged in lending on a significant scale) towards borrowers that have taken out loans and/or commitments the cumulative amount of which exceeds the reporting limit, as well as information on card frauds committed by holders.

Cut-off time - time specified by the Bank until which a payment order can be entered for payment and authorised by the User/Customer to be considered received by the Bank on the same business day.

Regular Bank Transfer date - date on which the regular bank transfer is executed.

Currency date - reference date used by the Bank to calculate the interest for the amounts debited or credited from/to the current account.

Sensitive payment data - data, including personalised security credentials which can be used to carry out fraud (e.g. the account holder's name and account number do not constitute sensitive payment data).

Direct debit - a payment service for debiting a payer's payment account, where a payment transaction is initiated by the payee on the basis of the consent given by the payer to the payee, to the payee's payment service provider or to the payer's own payment service provider.

Holder/Cardholder - individual in the name of whom the Customer's legal representative requested the issuance of a Debit Card and who is authorised by the legal representative to carry out Card transactions on the Customer's card account.

Annual interest - interest paid by the Bank on the Customer's savings products, calculated according to the validity period of the savings products and to the currency in which they are placed.

Deposit term - time period between the establishment date and the maturity date of the term deposit; if the maturity date is on a non-business day, it will be deemed as matured on the next business day, and the deposit term is extended by the initial term in the case of automatic extension.

Personalised security credentials - personalised features provided by the Bank to a payment service user for the purposes of authentication.

Account statement - report/document that reflects the transactions performed on the Customer's current account, provided by the Bank to the Customer on a durable medium or via the communication method agreed with the Customer.

I-B@NK - Internet Banking service provided to the Customer by the Bank, which allows Internet banking transactions (hereinafter referred to as the "Internet Banking Service/Application").

IGA (Intergovernmental Agreement) - an intergovernmental agreement concluded between third

countries and the United States of America to implement procedures for the reporting and withholding of taxes covered by FATCA; the US Foreign Account Tax Compliance Act (FATCA) is a set of legislative measures adopted in March 2010 by the United States of America to prevent and reduce tax evasion generated by the cross-border activity of American residents.

Unavailability of the I-B@nk Service - period of time during which the I-B@nk Service cannot be accessed or used by the Customer as an effect of the Bank carrying out maintenance works on the systems in order to improve the quality of the services offered.

Dedicated online access interface - interface of the Bank used for the online interconnection between the Bank and authorised third party Payment Service Providers, enabling the Bank's Customers to access the payment accounts for payment initiation services and/or information on payment accounts accessible online.

LSC - the Bank's List of Standard Costs – Legal Entities, document listing the Bank's fees, expenses and charges for Legal Entities.

Standard Card Usage Limits - limits for the number and amount of transactions that may be used by the Cardholder, established by the Bank in accordance with its policies and the laws in force. The Customer/Cardholder can contact the Bank to obtain information on these limits. The Bank will not be held liable for the consequences arising from the Customer's failure to perform this diligence. These limits can be consulted at the Bank's units and on the Bank's website.

Time of receipt - the time when the payment order sent directly by the Customer on paper format via the I-B@nk application or a Third Party PSP, filled in with all the required elements and duly signed/authorised, is received by the Bank.

One Time Password (OTP) - unique code generated by the Hard Token or by the mToken application for User identification in the Internet Banking application; if the OTP code is entered incorrectly three times in a row, the access to the I-B@nk Service will be blocked; in such case, the User must contact the Bank's Call Centre Service at the telephone number 0800.800.888.

Payment transaction - an act, initiated by the payer or by the payee, of placing, transferring or withdrawing funds, irrespective of any underlying obligations between the payer and the payee.

Payment order - any instruction given by the payer or the payee to its payment service provider requesting the execution of a payment operation.

Card Organisation - an international organisation (Visa, MasterCard, etc.) that regulates the terms and conditions of use for the Cards issued under its official logo.

Package of banking products and services - grouped products and services based on a current account. The products and services included in a package maintain their specific operating conditions, in accordance with the forms/contracts signed/concluded between the Bank and the Customer.

Security password for the relationship with the Bank – identification element indicated by the Cardholder in the specific forms submitted to the Bank and which is used for the identification of the Customer by the operators of the Bank's Call Centre/ InfoCard telephone service.

Publicly exposed person - individual who holds or held an important public function (heads of state, heads of government, ministers and deputy ministers or secretaries of state, members of the Parliament or similar central legislative bodies, members of the governing bodies of political parties, members of supreme courts, of constitutional courts or of other high-level courts whose decisions can only be disputed by extraordinary means of appeal, members of the governing bodies of courts of auditors or members of the governing bodies of the boards of central banks, ambassadors, chargés d'affaires and senior officers in the armed forces, members of boards of directors and supervisory boards and persons holding management positions in autonomous state-owned companies, majority state-owned companies and national companies, managers, deputy managers and members of the board of directors or members of governing bodies of international organisations), family members of the publicly exposed person (his/her spouse or concubine/person he/she is in a spouse-like relationship with, children and their spouses or concubines, persons the children are in a spouse-like relationship with, parents), as well as persons such as close associates of the publicly exposed persons (individuals known as being the beneficial owners of a legal person or entity or legal arrangement together with any of the publicly exposed persons or as having any other close business relationship with such a person, individuals who are the sole beneficial owners of a legal person, entity or legal arrangement, known to be established for the de facto benefit of one of the publicly exposed persons).

Authorised person for payment services via a Third Party PSP - a person expressly mandated by the Account Holder to express his/her consent in order to access the Account Information Service, respectively the Service for confirming the availability of funds.

Phishing – the fraud of banking information, which usually appears as a message supposedly sent by the Bank, but which actually is sent by hackers, asking the Customer to access certain websites and thus capturing the Customer's bank information.

PIN (Personal Identification Number) - a 4 (four)-digit numerical code, confidential, used as the link between the Token and its User; the Holder sets the PIN code for the Token when purchasing the service; the PIN code is personalised by the User; the Token can only be used after entering the correct PIN code; the PIN code is also the strictly confidential identifier assigned by the Bank to each Cardholder

to be used in Card transactions, both in the real and the virtual environment.

Card PIN (Personal Identification Number) - the strictly confidential identifier assigned by the Bank to each Cardholder to be used in Card transactions, both in the real and the virtual environment.

Payer (Customer) - holder of a current account, who requests the execution of a payment transaction on such account.

POS - terminal for the electronic transfer of funds at the point of sale of the accepting merchant and enabling the collection, processing, storage and transmission of information on card payments made at the points of sale of the accepting merchant.

Third Party Payment Service Providers (PSPs) - the Third Party Payment Service Providers (PSPs), other than Intesa Sanpaolo Bank, are entities authorised by a competent authority in a Member State of the European Union or in Romania to access data and accounts on behalf of customers to provide Payment Services, without operating these accounts themselves. An updated list of the authorised PSPs is available online: <https://euclid.eba.europa.eu/register/>. Third Party PSPs provide information services with regard to payment accounts, payment initiation or confirmation on the availability of funds on a payment account.

Payment Initiation Service Provider (PISP) - a payment service provider that delivers payment initiation services.

Account Information Service Provider (AISP) - a payment service provider pursuing account information services.

Payment Service Provider for Confirmation of Availability of Funds (PSPCAF) - a payment service provider issuing card-based payment instruments, which allows the execution of payments from a payment account accessible online, for which the Bank confirms or not the availability of the funds required for the payment.

Prima facie - at first sight.

Savings product - specific product made available to the Customer by the Bank for saving purposes.

Legal representative - natural/legal person entrusted to legally represent the Customer/Account Holder.

Payment scheme - international organisations providing Visa and/or Mastercard financial services under which logo the Bank issues cards.

Secure Code - password generated by the 3D Secure Token after reading the card chip and entering the Challenge Code and PIN code. The generated Secure Code is valid for one transaction and accepted for its completion, the validity time being unlimited, but once used to complete a transaction, the code becomes useless and cannot be used in another transaction.

Head Office of the Bank - the head office of the Bank, as well as all the places of business/headquarters of the territorial units of the Bank on the territory of Romania.

Digital signature - the method for authorising the payment transactions via the I-B@nk Token, respectively 3D Secure Token/Card mToken.

Qualified electronic signature - an advanced electronic signature created by a qualified electronic signature creation device and based on a qualified electronic signature certificate, valid (not revoked/suspended) at the time of signing. In accordance with the Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC, a qualified electronic signature has the same legal effects as a handwritten signature.

SEPA (Single Euro Payments Area) - the area where citizens, companies and other business participants can initiate and receive payments in EUR in the countries covered by this area, both within and between countries, under the same basic conditions, with the same rights and obligations, regardless of the place where they are. SEPA comprises the Member States of the European Economic Area (EEA)¹, Switzerland, San Marino and the Principality of Monaco.

Confirmation on the availability of funds - online service that provides information on the availability of funds on the payer's payment account accessible online.

Payment initiation service - the service of initiating a payment order at the request of the payment service user with respect to a payment account held with another payment service provider.

Account information service - the online service through which consolidated information is provided in relation to one or more payment accounts held by the user of payment services at another payment service provider or at several payment service providers.

Specimen signature - the Customer's handwritten signature given on the documents used in the relationship with the Bank and kept in its records.

Member State - any Member State of the European Union, as well as any State of the European Economic Area.

Durable medium - any instrument/method enabling the Customer to store the information addressed

¹ EEA (European Economic Area) comprises the EU, Norway, Iceland and Liechtenstein

to him/her personally in a manner accessible for further consultation, for a period of time appropriate to the purposes of such information, and enabling the identical reproduction of the stored information (email, letter, access to information made available via the Internet Banking service).

SWIFT (Society for the Worldwide Interbank Financial Telecommunication) - the organisation that performs electronic transfers of funds between banks; SWIFT operates through the two operational centres in Europe and the United States, where all personal data on executed money transactions is temporarily stored.

Contactless technology - a technology that allows the execution of fast, low value payments, by simply approaching a contactless card to a terminal and entering the PIN code and/or signing the receipt if necessary.

Maximum execution time - the maximum time starting from the receipt moment of the payment order initiated by the Customer and until the moment when the amount of the payment transaction is credited to the account of the payee's payment service provider.

Terminal - an electronic or mechanical device used by the Cardholder to perform transactions with the debit or credit card issued by the Bank, with or without the use of PIN and/or contactless functionality (e.g. ATM, POS, Multifunctional, etc.).

3D Secure Token - a secure device for authentication and strong authorisation of Internet card transactions using the Secure Code.

I-B@nk Token - a secure Hard Token or Mobile Token ("mToken" application) device allowing the User to authenticate and authorise payments in the I-B@nk application, including via a Third Party PSP. The mToken application authentication is performed using the PIN or the biometric authentication technology available on mobile devices. The device is used as provided in the "I-B@nk User Manual".

Regular bank transfer - a payment method by which the Bank automatically transfers to a payee indicated by the Customer, in the name and on behalf of the Customer, from the current account indicated by the Customer, at the dates and in the amounts set by the Customer in advance.

Card transaction - a transaction performed using a card or the data entered on a card issued by the Bank, in order to withdraw cash, pay for goods or services, transfer funds, obtain account information, change the PIN, unlock the card, etc.

Domestic transaction (national card transaction) - a card transaction with a merchant or at an ATM in Romania with an accepting Bank in Romania.

International card transaction - a card transaction in a currency other than RON with a merchant or at an ATM on the territory of another country with an accepting bank outside Romania that sends the transaction for authorisation and settlement via the international mechanism, using a settlement currency other than RON.

International card transaction in RON - a card transaction in RON with a merchant or at an ATM in Romania or outside Romania with an accepting bank outside Romania that sends the transaction for settlement via the international mechanism, using a settlement currency other than RON.

Online card transaction - a transaction performed using a card issued by the Bank with merchants which can submit the transactions for authorisation in real time to the Bank, thus blocking the amount of the transaction on the current account or the credit line attached to the card until the settlement of the transaction.

Offline card transaction - a transaction performed using a card issued by the Bank with merchants which do not submit the transaction for authorisation, the transaction being settled directly.

Payment service user - the Customer or the person authorised by the Customer who uses a payment service offered by the Bank, as payer and/or payee.

User/I-B@nk Service User - the Customer or the person authorised by the Customer to use the Internet Banking service on his/her behalf and who must also be the person authorised on the Customer's accounts;

Banking day - a part of a day during which an institution receives, accepts or declines the execution, modification and cancellation of payment orders;

Business day - a day on which the payment service provider of the payer or of the payee involved in the execution of a payment transaction pursues the business activity allowing it to execute the payment transactions.

The terms "having special relationships", "group" and "a single debtor" have the meaning provided by the Law on credit institutions and capital adequacy and by the Regulations of the National Bank of Romania for large exposures of credit institutions.

3. CONFIDENTIALITY. BANKING SECRECY.

- 3.1. The Bank will maintain as confidential the facts, data and information it has relating to the person, ownership, activity, business, personal or business relationships of the Customer or information relating to the Customer's accounts - balances, turnovers, transactions performed, the services provided or the contracts concluded with the Customer, observing the confidentiality obligations provided by the

legislation in force on banking secrecy and the relationship with the customers.

- 3.2.** The Bank may disclose/transmit to third parties such data, facts and information regarding to the Customer with the prior consent of the Customer. In this respect, the Customer has been informed, has understood and expressly consents that the Bank may disclose facts, data and information covered by the banking secrecy obligation to the member entities of the Intesa Sanpaolo Group, as well as to the partners of the Bank and of the member entities of the Intesa Sanpaolo group, for the purpose of promoting and selling its products and services, and waives the right to claim any restriction imposed on the Bank by the legislation in force on banking secrecy. Furthermore, the Bank will be able to transmit and/or disclose banking secrecy information to any entities that, on the date of disclosure of the banking secrecy data and/or information, are/will be part of the Intesa Sanpaolo Group and to their contractual partners, including the Bank's contractual partners, for: (i) consultancy, design, development, testing, use of new IT systems, IT services (including storage of databases in the country or abroad), (ii) involvement in the organisational and decision-making processes of the Bank, (iii) fulfilment of the Bank's obligations related to banking supervision and intragroup reporting and/or to the supervisory authorities, (iv) combating money laundering and terrorist financing, (v) ensuring portfolio and risk management, (vi) compliance with all the prudential requirements of the legal provisions applicable to credit institutions, (vii) streamlining the Bank's activity and the provision of services for the benefit of the Customer.
- 3.3.** At the request of the Bank, for the initiation and performance of the business relationship, the Customer undertakes to make available to it any kind of documents, information or clarifications deemed by the Bank as necessary, on the medium requested by the Bank.
- 3.4.** If the law does not provide otherwise, the Customer undertakes to maintain the confidentiality of the terms and conditions negotiated with the Bank, including, but not limited to, personalised offers, information regarding the negotiated costs, aspects related to the security of payment transactions, the principles, the mode of operation and the details regarding the services/products offered by the Bank, even if they were not expressly classified as confidential.

4. PERSONAL DATA PROCESSING

- 4.1.** Banca Comercială Intesa Sanpaolo România S.A., located in București, Șoseaua Nicolae Titulescu, Nr. 4-8, Clădirea America House, Aripa Est și Aripa Vest, Etaj 6, Sector 1, Cod poștal 011141, in its capacity as Data Controller (hereinafter referred to as the "Bank") processes the personal data ("personal data") obtained directly or indirectly from you, including the personal data of third parties that you have provided within the existing contractual relationships with the Bank.
- 4.2.** The personal data obtained by the Bank is processed as part of its activity, for purposes such as the provision of services and the performance of contracts, the identification, contact and provision of assistance, the compliance with the national and EU legislation, the video monitoring and recording of telephone conversations, the legitimate interest of the Data Controller, direct or indirect marketing and profiling.
- 4.3.** Personal data is provided to the Bank by the Customer or persons authorised to request the products/services provided by the Bank in specific documents and, regarding these, the refusal for data processing, expressed upon the initiation of the business relations, will determine the Bank's impossibility to fulfil requests for such products or services. Furthermore, following the conclusion of contracts with the Bank, the periodic provision of updated data is necessary for their performance and for the fulfilment of the legal obligations and legitimate interests of the Bank.
- 4.4.** According to the applicable legislation, as a data subject, you enjoy the following rights: 1) the right of access; 2) the right to rectification; 3) the right to erasure ("the right to be forgotten"); 4) the right to restrict processing; 5) the right to data portability; 6) the right to oppose; 7) the automated individual decision-making process, including profiling; 8) the right to lodge a complaint with the data protection competent supervisory authority, without prejudice to the right to appeal before any other administrative or jurisdictional court.
- 4.5.** You can exercise these rights at any time by sending a request, or you can submit any questions or concerns regarding the processing of personal data to the email address dpo@intesasanpaolo.ro or by mail to the headquarters of Banca Comercială Intesa Sanpaolo Romania S.A. in București, Șoseaua Nicolae Titulescu, Nr. 4-8, Clădirea America House, Aripa Est și Aripa Vest, Etaj 6, Sector 1, Cod poștal 011141.
- 4.6.** More information on the processing of personal data (e.g. the categories of personal data, the purposes and legal basis of the processing, the categories of recipients, data transfers to third countries or international organisations outside the European Union, the data retention period and your rights) can be obtained at any time, free of charge, from the Data Protection section on the Bank's official website.

5. SERVICES PROVIDED BY THE BANK

- 5.1.** The object of these GTC is:
- 5.1.1.** to regulate the conditions for the provision by the Bank of the products and/or services

requested by the Customer according to the specific forms/documents/contracts made available to him/her by the Bank or via the I-B@nk Service, an integral part of these GTC, as well as

5.1.2. to regulate the conditions for the use of these products and/or services by the Customer.

- 5.2.** The Bank reserves the right to refuse to initiate the provision of and/or to operate the available banking products and services and to select the provision of certain products and/or services, regardless of other products the applicant may have used, without being required to explain the reasons for such refusal to initiate the provision or to operate the product/ service.

6. CURRENT ACCOUNT

- 6.1.** In order to maintain the business relationship between the Bank and the Customer, the latter must use at least one product offered by the Bank. A current account opened with the Bank may be one of the required and mandatory conditions for the Bank to open other types of accounts, initiate the provision of other products and/or services for the Customer, except for the situations in which the legislation in force provides otherwise.
- 6.2.** In order to open a current account with the Bank, the Customer completes and submits at the Bank's headquarters the standard application for opening a current account, as well as other documents requested by the Bank depending on the type of applicant (identification documents of the Customer and/or authorised person, specimen signatures thereof, etc.). All the documents requested by the Bank will be provided in original and will be submitted in copy with the application for a current account.
- 6.3.** The Customer, as the holder of the current account, is entitled to have an account without limits, as per these GTC, the other forms/documents/ contracts concluded with the Bank and the legal provisions in force.
- 6.4.** The holder of a current account may authorise one or more persons to operate on his/her current account, and these persons may dispose of the amounts on the current account opened, as well as on any other accounts related to it, opened in the name of the Customer. The authorised persons have the right to carry out any transactions on accounts, including the opening and/or liquidation of deposits and/or other savings products, unless the Account Holder expressly provides otherwise.
- 6.5.** The persons authorised to operate on a current account do not have the right to make changes regarding the authorisations to operate on that current account or on any account related to it or to close/liquidate such account.
- 6.6.** In order for a person to be designated as an "authorised person" to operate on a current account, the Customer has to come in person to the Bank to be identified by the Bank's representatives and to provide his/her specimen signature, in the presence of a Bank official or a notary public, according to law. Specimen signatures are deemed as valid (the authorisation is deemed as valid) until their revocation in writing by the Account Holder, revocation accepted by the Bank, even in situations where such changes to the authorisation have been made public in accordance with applicable law. In the case of electronic transactions or other types of transactions that do not require the physical presence of the Customer or of the persons authorised by him/ her, the Bank may accept electronic signatures, including PIN code or password authentication, under the conditions expressly provided in the framework contract with the Bank. The Customer and the authorised person bear liability for the transactions performed by the electronic means provided by the Bank, being required to safely use the personal identifiers (PIN code, password, etc.). Any proof or reproduction by the Bank of the statements or information transmitted by the Customer by electronic means will constitute full proof in the relationships between the Customer, the authorised person and the Bank, unless proven otherwise by means of proof permitted by law.
- 6.7.** All transactions performed on current accounts (apart from card transactions) are performed exclusively in the currency of such account, the Customer having a current account in the currency of the transaction; any foreign exchange is carried out outside cash depositing/ withdrawing or credit transfer transactions; where the Customer receives an amount in a currency other than the currency of the payment accounts held with the Bank, the Bank is expressly authorised by the Customer to open in his/her name a related current account in the currency of the amount to be received, as well as to credit the current account in the currency of the collection instruction.
- 6.8.** Via the Internet Banking service, the Customer can open current accounts in a currency other than the one in which the Customer has already opened an account(s), and the new account will be opened only by the territorial unit of the Bank where the Customer has already opened an account(s). The Customer's application via the I-B@nk Service will be implemented on the business day following the application date, observing the cut-off times provided in the LSC, only if the Customer meets the conditions for opening the account. Should the Customer's application not be processed, the Customer will be informed via the message service of the Internet Banking Application.
- 6.9.** The Bank may debit the Customer's current account without his/her consent or another prior formality in the following situations:
- 6.9.1.** to settle the Customer's debts/payments due to the Bank or any other commitments assumed by the Customer under contracts or agreements with the Bank;

- 6.9.2.** to perform revolving lending transactions;
 - 6.9.3.** to make payments ordered under an enforceable and final court decision or any other enforceable title provided by the legislation in force;
 - 6.9.4.** in cases where the Customer has failed to pay loans, interest, commissions and/or other obligations towards the Bank when due, but has cash available in a currency other than the one of the Bank's claim, in order to recover its claims, the Bank is expressly authorised by the Customer under these GTC to exchange on his/her behalf the amounts on his/her accounts at the exchange rate used by the Bank on the day of the transaction, being entitled to collect these amounts up to its claims;
 - 6.9.5.** to settle payments made by cheque, card;
 - 6.9.6.** to correct entries in the computer system, and such corrections will be communicated to the Customer by including them in the periodic account statement issued after the date on which the entries were corrected;
 - 6.9.7.** to pay interest on accounts; the Bank may retroactively correct the calculation of interest, starting with the day of the incorrect entry;
 - 6.9.8.** to withhold the taxes and duties due by the Customer in accordance with the legal provisions in force;
 - 6.9.9.** for any other reasons provided in these GTC.
- 6.10.** The death of the sole shareholder of a debtor entity or the death of all the associates of a debtor entity does not settle his/her/ their debt to the Bank, which is borne by his/her/their legal successors, in accordance with the law.
- 6.11.** In the event that the Bank is informed in writing, by submitting supporting documents, about the death/incapacity of the associate(s) of an account holder, about the death/incapacity of the authorised person of an entity with or without legal personality or about the initiation of a legal procedure of reorganisation, dissolution, liquidation or about the filing for bankruptcy in the case of a legal entity, all authorisations become null and void, and the Bank will allow transactions on the current account only to persons who will be able to prove their right to access the Customer's funds under an official title of disposition, having the capacity of heir, authorised representative, judicial administrator, liquidator, guardian, curator, etc.
- 6.12.** The Bank is not liable for any damages incurred by the Customer as a result of the action of the persons authorised by him/her to operate on his/her current account in the period until the Bank is properly informed about the circumstances provided in Article 6.11.
- 6.13.** If the Bank becomes aware in any way and/or by any means of any discrepancies/ conflicts/ misunderstandings of any kind and/or of unclear/ contradictory situations between/relating to the Customer's associates/ shareholders/directors/members/agents (i) preventing the Bank from clearly establishing the persons entitled to represent the Customer in the relationship with the Bank, the limits/validity of their mandates or if the registration formalities required by law for such mandates have not been performed, (ii) determined by the transmission to the Bank of contradictory instructions with respect to the performance of a certain transaction or the operation of the Customer's accounts and/or a certain product/service, (iii) determined by documents which are not disputed or contested, even if no court was notified, the Bank is entitled to suspend for an indefinite term the execution of any instruction (including, but not limited to, any payment instructions on the account and any other instructions under a specific contract entered into with the Bank), until the situation is clarified, based on documents which are found by the Bank to be formally and substantially satisfactory (enforceable court decisions, documents issued by the relevant public registers, decisions of unchallenged statutory bodies, etc.). If the situation is not clarified within a reasonable period of time, the Bank may decide to terminate the contractual relations. The Customer exempts the Bank from any liability for any losses incurred by the former as a result of the occurrence of such a situation.
- 6.14.** The Bank will be immediately notified in writing by the legal representative if his/her exercise capacity is revoked or reduced and if the Legal Entity undergoes dissolution/liquidation (insolvency).
- 6.15.** Account statement
- 6.15.1.** The Bank will inform the Customer via an account statement about the performance of individual transactions, the movement of funds/cash from/to the current accounts opened in his/her name.
 - 6.15.2.** The Customer must verify the transactions in his/her accounts and return to the Bank the amounts unduly received within 5 (five) business days from the beginning of the month. Any dispute regarding the correctness and/or content of a periodic account statement must be filed by the Customer as soon as possible after finding the problem.
 - 6.15.3.** If the Customer does not challenge the content of the Bank's confirmations, account statements, notes or other communications, regardless of how they were transmitted or made available to him/her, within 14 (fourteen) calendar days from the date on which it can be reasonably deemed

that the Customer has become aware of them, the content of such documents will be considered as approved by the Customer. If such documents contain calculation errors, the Bank will correct these irregularities, even after the period of 14 (fourteen) calendar days.

- 6.15.4.** If the account statement is not received within 10 (ten) days after the start of the month, for the transactions carried out during the previous month, the Customer/Customer's representative authorised to request the account can visit one of the offices of the territorial units of the Bank or call the Call Centre at 0800 800 888, in order to obtain the statement of account.

6.16. Payment order. Time of receipt

- 6.16.1.** The time of receipt of the payment orders represented by the moment when the payment order transmitted directly by the payer or indirectly by or through a payee is received by the payer's payment service provider. In the event that the Customer and the Bank agree that the execution of the payment order is to take place on a certain day or at the end of a certain period (this can only be done by scheduled payment orders: periodic bank transfer, direct debit, etc. or payments initiated via I-B@nk and third payment service providers, with a future execution date), the time of receipt is considered the agreed day. If the agreed day is not a business day, the payment order will be deemed to have been received on the following business day. If the Customer initiates a payment order whose authorisation requires multiple signatures, the parties (the Bank and the Customer) agree that the time of receipt for the execution of the payment order is considered the time when the Customer duly authorises the payment by giving all the necessary signatures. In this case, the standard exchange rate used by the Bank to assess the signature levels will be the one in force on the day of the first authorisation signature, which will be maintained until the time of receiving the payment order for execution. If the day of the appropriate payment authorisation is not a business day, the payment order will be deemed as received on the following business day. Payments not duly authorised until the cut-off time provided in the IB Service User Manual will be declined by the Bank.
- 6.16.2.** The Bank sets cut-off times (both for normal and emergency transactions) after which any payment order received is deemed as received on the next business day. These cut-off times are those set out in the Bank's List of Standard Costs. If received on a non-business day for the payment service provider, the payment order is deemed as received on the following business day.
- 6.16.3.** If the Bank refuses to execute a payment order, the refusal and, if possible, the reasons for such refusal, as well as, if applicable, the procedure for remedying any factual errors that led to the refusal, will be notified to the Customer, unless prohibited under national or international regulations. The Bank will send or make available the notification, in the manner agreed with the Customer, according to the contract, as soon as possible.
- 6.16.4.** The Bank is entitled to refuse the execution of a payment order in the following situations:
- 6.16.4.1. at the time of processing the payment order by the Bank, the funds on the current account do not cover the amount necessary for the execution of the payment order and the payment of the related charges/expenses;
 - 6.16.4.2. there was ordered a legal or enforceable procedure for the preservation of the Customer's current account (e.g. seizure, attachment, enforcement, etc.);
 - 6.16.4.3. the payment violates the internal regulations of the Bank or of the group it is part of, the legislation in force, national or international regulations, embargoes or prohibitions, or is suspected as likely to breach them or could lead to the breach of the Bank's contractual obligations towards third parties or could cause damage to the integrity or reputation of the financial sector and/or the Bank;
 - 6.16.4.4. The Bank suspects that the payment was not ordered by the persons entitled to do so;
 - 6.16.4.5. the Customer violated provisions contained in the agreements/contracts/framework contract concluded with the Bank;
 - 6.16.4.6. the Customer issued the payment order in a currency in which the Bank does not execute payment orders;
 - 6.16.4.7. the payee's payment service provider is experiencing, or threatened with, defaulting, insolvency, bankruptcy or similar procedures;
 - 6.16.4.8. the payment order cannot be executed for technical reasons;
 - 6.16.4.9. in any other situations in which the Bank considers that it could be held liable or would incur direct/indirect, material/non-moral damages if the payment were executed;
 - 6.16.4.10. the Bank suspects the Customer of fraud or abuse;
 - 6.16.4.11. the Customer has other obligations due to the Bank;

6.16.4.12. any other reasons deemed as justified by the Bank.

6.16.5. Where all the conditions set out in these GTC are met, the Bank cannot refuse the execution of an authorised payment order initiated by the Customer, unless this is prohibited by national, international or internal regulations.

6.16.6. A payment order whose execution was refused is deemed as not have been received.

6.17. Execution of payment orders

6.17.1. If a payment order is executed in accordance with the unique identifier (e.g. IBAN), the payment order will be deemed to have been executed correctly in respect of the payee indicated by the unique identifier. The Bank is not required to further check if the unique identifier provided matches the payee's name and/or any other identifiers, and it is not liable for the non-execution or defective execution of the payment transaction if the payment order is executed using the unique identifier provided by the payer Customer. If the Customer provides further information than what is required by the Bank for the correct execution of a credit transfer ordered by the Customer, the Bank is only responsible for the execution of payment transactions in accordance with the unique identifier provided by the Customer. However, the Bank reserves the right to verify, if it deems necessary, if the unique identifier provided matches the name of the payee Customer and/or any other identification elements, and to refuse to execute the payment order in duly substantiated situations or in the case of violation of legal regulations on prevention and sanctioning money laundering and combating terrorist financing. In such case, the refusal and, if possible, the reasons for the refusal, will be notified to the payer/authorising Bank, unless this is prohibited by national or international regulations.

6.17.2. The payment instructions given to the Bank will be executed under the responsibility of the Customer, who will bear the consequences arising from misunderstandings or errors in all cases in which the Bank is not held liable, according to the law. For interbank transfers in foreign currency, the Bank reserves the right to make the transfers ordered by the Customer through its approved correspondent banks and/or clearing houses/systems according to the Bank's policy.

6.17.3. For initiated payment orders, the Bank is not required in any case to verify the name of the account holder indicated as payee by the Customer in the payment order, nor his/her account number.

6.17.4. The Bank may use the communication, settlement or payment systems or services of a third party for the execution of the ordered payment transactions.

6.17.5. If the unique identification code of the payee, provided by the Customer, is incorrect, the Bank is not liable for the non-execution or incorrect execution of the payment transaction. In this situation, the Bank will make every reasonable effort to recover the funds involved in the payment transaction and may levy a revocation/recovery charge according to the Bank's List of Standard Costs.

6.17.6. If a payment order is initiated by the Customer, the Bank will be liable for the correct execution of the payment transaction, unless the Bank can prove to the Customer and, where applicable, the payee's payment service provider that the payee's payment service provider received in due time the amount covered by the payment transaction; in this case, the payee's payment service provider will be held liable to the payee for the correct execution of the payment transaction.

6.17.7. If the Bank is liable as the payer's bank, it will reimburse to the payer, without delay, the amount covered by the non-executed or incorrectly executed payment transaction and, if necessary, restore the debited payment account to the state it would have been in if the incorrectly executed payment transaction had not taken place. If the Bank is liable as the payee's bank, it will immediately make available to the Customer the amount covered by the payment transaction and, if necessary, credit the appropriate amount to his/her current account.

6.17.8. In the event of a non-executed or incorrectly executed payment transaction, at the Customer's request, the Bank, as the payer's bank, will make immediate efforts, regardless of its liability, to identify and track the payment transaction and to notify the Customer about the results.

6.17.9. The Customer will communicate to the Bank in writing the payment orders requiring preferential processing in terms of execution time. The Bank will not be held responsible in the event that it does not receive such a request from the Customer, except in cases of proven gross negligence, and it will not be held liable for any possible loss incurred by the Customer as a consequence of the execution of payment orders according to legal or internal regulations in force and banking practice.

6.17.10. The Bank's cannot be held liable in the case of unforeseen circumstances, beyond the control of the person claiming them and the consequences of which could not have been avoided despite the use of its best endeavours or in the situation where it is required to comply with national or international regulations.

6.17.11. For foreign exchange payments processed by the payee's bank, but which, for various reasons (e.g. the payee's name and account or the payee's account and currency do not match) required changes, the Bank may levy an additional charge (repair charges). In these cases, the charge charged by the Bank to the payee is communicated to the Customer, and the Customer agrees to bear it. If the amounts related to erroneous payments which could not be processed are returned to the correspondent bank/payee's bank, such amounts are operated on the Customer's account, reduced by the charges charged by the banks involved.

6.18. Maximum execution time and currency date

- 6.18.1.** With regard to the payments ordered by the Customer, the Bank will ensure that, upon receipt of the payment order initiated by the Customer observing the cut-off times provided in the LSC, the amount of the payment transaction is credited to the payee's payment service provider, as follows:
- 6.18.2.** for domestic payment transactions in RON - until the end of the business day following the time of receipt;
- 6.18.3.** for SEPA transfers and for other transfers in EUR and in other currencies of the EEA States to banks in Romania and within the EEA Member States - at the latest by the end of the next banking day after receipt;
- 6.18.4.** for other domestic and cross-border payment transactions - according to the conditions imposed by the correspondent banks.
- 6.18.5.** The currency date on which the Customer's current account is debited cannot be earlier than the time when the amount covered by the payment transaction is debited from such account.
- 6.18.6.** With regard to the collections received by the Customer, the currency date on which his/her current account is credited cannot be later than the business day on which the amount covered by the payment transaction is credited to the Bank's account.
- 6.18.7.** If the Customer deposits cash in a current account opened with the Bank in the currency of such current account, the Bank ensures the availability of the amount and assigns a currency date immediately after receiving the funds (account settlement date).

6.19. Revocation of payment orders

- 6.19.1.** The Customer cannot revoke a payment order after the time of receipt of the payment order by the Bank. Exempted from this are payment orders for which the Customer and the Bank agreed to initiate the execution on a certain day or at the end of a certain period (e.g. scheduled payment orders/regular bank transfers, payments initiated via Internet Banking with a future execution date), for which the agreed execution date is the time of receipt, and in their case the Customer may revoke the payment order, in writing, until the business day prior to the agreed date for execution (business day before the time of receipt).
- 6.19.2.** The Bank cannot guarantee the successful revocation of a payment order if:
 - 6.19.2.1.** the payment instruction has already been sent via the settlement mechanism to the payee's bank, in the case of interbank payment transactions;
 - 6.19.2.2.** the amount of the transaction has already been credited to the payee's account in the case of intrabank payment transactions; in this case, the revocation will be possible only with the consent of the payee.
- 6.19.3.** Any incidental cost or damage incurred by the Bank, arising from the revocation or change of a payment order, will be borne by the Customer, who authorises the Bank to automatically debit any of his/her accounts, without any other prior formalities.
- 6.19.4.** A payment initiated by the Customer can only be revoked at the written request of the Customer, submitted/transmitted via the communication channel agreed to one of the headquarters of the territorial units of the Bank, with the express consent of the Bank. For such transaction, the Bank may levy a revocation charge according to the LSC.

6.20. Debit instruments (cheques, bills of exchange, promissory notes)

- 6.20.1.** The Customer can also make payments from his/her current account by using cheques, bills of exchange or promissory notes, requesting the Bank to issue such payment instruments. The issuance of such payment instruments is at the discretion of the Bank, and, in the case of refusal, the Bank is not required to communicate to the Customer the reasons underlying such a decision.
- 6.20.2.** The cheques in foreign currency drawn on some foreign banks will be remitted for collection to the issuing banks directly or through the correspondent banks of the Bank. All costs charged by domestic banks or foreign correspondent banks for cashing cheques or for other banking services, as well as those involved in communicating the failure to cash cheques and returning the cheques not cashed by the drawee banks, will be fully borne by the Customer, and the Customer will be informed accordingly in this regard.

6.20.3. In the following situations, the fault is attributable to the Customer:

- 6.20.3.1. issuing cheques without being authorised by the drawee;
- 6.20.3.2. issuing cheques without having sufficient cash available with the drawee;
- 6.20.3.3. depositing cheques for cashing after the expiry of the term set for presentation;
- 6.20.3.4. committing forgery in relation to the essential elements that must be entered on cheques printed by the Bank.

6.20.4. For faults attributable to the Customer, the Bank may:

- 6.20.4.1. withdraw the cheque books issued to the Customer;
- 6.20.4.2. close all accounts of the Customer (without the need for his/her consent or any other prior formality);
- 6.20.4.3. notify the criminal prosecution bodies;
- 6.20.4.4. report the incident(s) to the Payment Incidents Register

6.20.5. In order to recover the damages caused by situations where the fault is attributable to the Customer, as listed above, or by any other reasons attributable to him/her, the Bank is entitled to recover the amount owed for such damages, without the prior consent of the Customer concerned, from any available funds (in RON or foreign currency) on his/her accounts opened with the Bank, as well as to initiate other enforcement proceedings (including before courts) against the Customer.

6.20.6. The Customer is fully liable for the loss, destruction and/or theft of cheque forms/cheque books, promissory notes or bills of exchange issued by the Bank, and the Customer must to notify the Bank immediately in writing of the occurrence of such situations.

6.21. Cash transactions

6.21.1. Cash can be deposited in the current accounts opened with the Bank at the Bank's cash desks at the place of operation. The Bank may refuse the depositing in the account by the Customer of coins, damaged banknotes, of suspicious origin or withdrawn, and it is not required to provide to the Customer the reasons for such refusal. Furthermore, the Bank will not be required to exchange such coins, banknotes, except in cases expressly provided by law.

6.21.2. Withdrawals of cash amounts that exceed the established limit mentioned in the Bank's Standard Costs List will be notified by the Customer in advance. In the case of cash withdrawals exceeding such amounts, the Customer will contact the Bank in order to mutually agree on the possibility, manner and time for performing such a transaction. The Bank is not liable for any losses incurred by the Customer for failure to observe these provisions. Even in the absence of a notification, the Bank can meet the Customer's request only if there is cash available in the unit. If the Customer notifies a withdrawal of funds from his/her current account(s) and this is not performed partially or totally due to the Customer's fault, the non-performance of the transaction may be charged by the Bank, according to the Bank's List of Standard Costs.

6.22. Regular bank transfer. Execution of transfers

6.22.1. Under these GTC, if the Customer requests the Bank to provide him/her the regular bank transfer service, the Customer expressly authorises the Bank to perform regular transfers from his/her current account opened with the Bank to the payee designated by him/her.

6.22.2. The Customer expressly mandates the Bank to transfer the amounts, within the mandate granted, at the frequency established by the Customer, under the conditions provided in these GTC, in the name and on behalf of the Customer, to the payee's account indicated by him/her, in the amount established and at the dates requested by him/her.

6.22.3. If the date set by the Customer for the transfer falls on a non-working/non-banking day, the transfer will be made by the Bank on the previous or subsequent working/banking day, as requested by the Customer.

6.22.4. The Customer undertakes to ensure that, no later than 12:00 o'clock on the day of the transfer - hereinafter referred to as the Transfer Date - in his/her account from which the transfer will be made there are sufficient funds to cover the amount set for the regular transfer and for the payment of other related charges/costs due to the Bank. The transfer is considered to have been received at 12:00 o'clock on the scheduled transfer day. If the ordered regular transfer has not been performed/operated under the conditions provided by the Framework Contract, the next regular transfer will take place on the next Transfer Date set by the parties, subject to compliance with these GTC.

6.23. Direct Debit Mandate. Execution of transfers

The Customer expressly authorises the Bank to automatically debit, based on the direct debit mandate, the current account opened in the requested currency, by the payment amount

corresponding to the due invoices issued periodically by the Customer's service provider (referred to as "Payee"), under the conditions of the *Mandate contract for direct debit* - specific contract agreed by the parties.

6.24. Initiation, activation and execution of Regular Bank Transfers and Direct Debits.

- 6.24.1.** The Bank executes the regular transfers for which it was mandated, provided that, on the Transfer Date/Payment Date, the Customer's account to be debited has sufficient cash in the currency necessary to make the full transfer of the indicated amount/invoice, as well as to pay the related charges/costs and, at the same time, there should be no preservation orders on the amounts on the Customer's account and no other impediments likely to prevent such payments from being made, and the Customer should have complied with his/her obligations under these GTC. Otherwise, the Bank will not make the transfer, and it is not required to communicate in this respect to the Customer, being exempted from any liability towards the Customer or towards third parties, and the Bank will not commit itself with its own funds to make payments. If the Customer does not have sufficient cash on his/her current account to cover the full amount owed and the related charges/costs, or if the payment amount exceeds the maximum amount accepted for payment by direct debit or regular bank transfer, as this amount was set by the Customer and communicated to the Bank, the Bank will not be required to make a partial payment or to make any currency conversion in addition to the one indicated by the Customer, if the Customer has sufficient cash to make such payments, but in a currency other than that required for payment.
- 6.24.2.** The regular bank transfer/direct debit service becomes active within 1 (one) business day from the date of the mandate acceptance by the Bank. For the direct debit service, the invoices due on a date prior to the activation of the service (including the activation date) will be paid by other means/via other channels, other than the direct debit service.
- 6.24.3.** The regular bank transfer/direct debit service can be activated by the Customer via the I-B@nk application as well. The Customer will complete in the application the request for activating the regular bank transfer/direct debit mandate and will authorise the transaction. If the Customer's request is authorised on a business day, it will be automatically implemented until the end of the day the request is made, in compliance with the cut-off times provided in the LSC, or during the business day following the request, if the Customer's request was authorised on a non-business day or outside the cut-off times.
- 6.24.4.** The regular bank transfer/direct debit service via Internet Banking will be activated only if the Customer meets all the necessary conditions for activating this service. If the Customer does not meet the conditions for activating the regular bank transfer/direct debit (the accounts indicated by the Customer are not valid, etc.), the Customer's request will not be processed, and the Customer will be informed in this regard via the I-B@nk application - a notification message regarding the non-processing of the transaction will be sent to the Client.
- 6.24.5.** If the Customer wishes to deactivate this service via the I-B@nk application, the Customer will request its deactivation in the application and will authorise this transaction. After processing, the deactivation of the service will be implemented automatically until the end of the day in compliance with the cut-off times provided in the LSC if the Customer's request was authorised on a business day, or during the business day following the request, if the Customer's request was authorised on a non-business day. The failure to process the request to deactivate the regular bank transfer/direct debit service via the I-B@nk application will be notified by a message to this effect displayed in the I-B@nk messaging service.
- 6.24.6.** In order to perform the regular bank transfer/direct debit, the Bank reserves the right to request any documents it deems necessary in order to comply with the legislation in force and its internal regulations.

6.25. Expressing consent for transactions initiated directly through the Bank:

- 6.25.1.** The payment transactions, the placement of savings products, the registration of direct debit mandates and of regular bank transfer mandates are considered authorised by the payer Customer if the Customer has expressed his/her consent for the execution of the payment transaction.
- 6.25.2.** For transfers ordered via payment orders or as a result of the execution by the Bank of a direct debit mandate or a regular bank transfer mandate, for cash deposits and withdrawals, performed at the Bank's units, the Customer's consent (authorisation) is expressed by the handwritten signature(s) of the authorised person(s) on the payment order, on the direct debit or regular bank transfer mandate, respectively on the cash deposit/withdrawal receipt or by the authorisation given by him/her via I-B@nk, where the transactions are performed by Internet Banking, and the consent is expressed by the performance of the specific actions that result in the transmission of the transactions/instructions to the Bank through this channel.
- 6.25.3.** In the absence of the Customer's consent, the transactions are deemed as unauthorised, except

for the corrections made by the Bank or any other transactions for which the Bank is expressly authorised by the Customer under the Framework Contract.

6.25.4. The Customer cannot revoke a payment order after the time of receipt of the payment order by the Bank. Exempted from this are payment orders for which the Customer and the Bank agreed to initiate the execution on a certain day or at the end of a certain period (e.g. scheduled payment orders/regular bank transfers, payments initiated via Internet Banking with a future execution date), for which the agreed execution date is the time of receipt, and in their case the Customer may revoke the payment order, in writing, until the business day prior to the agreed date for execution (business day before the time of receipt).

6.25.5. The Bank cannot guarantee the revocation of a payment order if:

6.25.5.1. The payment instruction has already been sent via the settlement mechanism to the payee's bank, in the case of interbank payment transactions;

6.25.5.2. The amount of the transaction has already been credited to the payee's account in the case of intrabank payment transactions; in this case, the revocation will be possible only with the consent of the payee.

6.25.6. Any incidental cost or damage incurred by the Bank, arising from the revocation or change of a payment order, will be borne by the Customer, who authorises the Bank to automatically debit any of his/her accounts, without any other prior formalities.

6.25.7. The Bank reserves the right to execute the payment instructions of the Customer/authorised person according to the time of receipt thereof.

6.25.8. A payment initiated by the Customer can only be revoked at the written request of the Customer, submitted/transmitted via the communication channel agreed to one of the headquarters of the territorial units of the Bank, with the express consent of the Bank. For such transaction, the Bank may levy charges according to the LSC.

6.26. Expressing consent to access payment services through a Third Party Payment Service Provider (Third Party PSP). The Customer can access the payment services through a Third Party PSP, only based on a consent, which can be expressed in one of the manners described below:

6.26.1. Consent for the payment initiation service.

For each payment initiated via PISP, the I-B@nk Internet Banking User expresses his/her consent by Strong Customer Authentication and Payment Authorisation, using the I-B@nk Token. The consent thus expressed may not be revoked after the acceptance of the payment order by the Bank for execution, and such payment order becomes irrevocable.

6.26.2. Consent for the Account Information Service.

The access to the Account Information Service requires the prior consent expressed by the Customer or by a person authorised to express consent for payment services through a Third Party PSP previously designated at the Bank by the Customer.

The consent is expressed through the AISP in compliance with the Strong Customer Authentication procedure, using the I-B@nk Token. The consent expressed is valid for a maximum period of 90 days. During this period, the Bank will send, at the request of the Customer and/or AISP, the information on the accounts for which the consent has been expressed, without requiring another Strong Customer Authentication. After the expiry of the validity, a new consent must be expressed for accessing the service. The expressed consent can be revoked at the initiative of the Customer, via AISP or I-B@nk. Following the revocation of the consent, the Bank will reject any new request for transmission of account information. A new consent is required to re-access the service.

6.26.3. Consent for the Confirmation of Availability of Funds Service.

The access to the Confirmation of Availability of Funds Service requires the prior consent expressed by the Customer or by a *person authorised to express consent for payment services through a Third Party PSP* previously designated at the Bank by the Customer.

The consent is expressed through the PSPCAF in compliance with the Strong Customer Authentication procedure, using the I-B@nk Token.

The consent thus expressed is valid until revoked. During this period, the Bank will respond to the PSPCAF request, confirming that the funds for a certain card-based payment transaction is available in the payment account.

The consent can be revoked at the initiative of the Customer, via PSPCAF or I-B@nk.

6.27. Current account costs and charges

6.27.1. For any payment transaction initiated to an EEA Member State and to states/territories where SEPA payment schemes apply (including intra-bank transfers), in any currency, the payee will

bear the charge charged by his/her payment service provider and the payer Customer will bear the charge charged by the Bank, therefore the SHA charging option must be selected on the payment order.

- 6.27.2.** For a payment transaction initiated to an EEA Member State and to countries/territories where the SEPA payment schemes apply, in the currencies of the EEA States, the payment service provider of the payer/payee, as well as all intermediaries of the payment service providers transfer the entire amount of the payment transaction without levying any charge from the amount transferred. The payee and his/ her payment service provider may agree for the latter to levy the charge from the amount transferred before crediting the payee's account by the amount concerned. In this case, the total amount of the payment transaction and the charge charged will be indicated separately in the information provided to the payee.
- 6.27.3.** If the Bank refuses to execute a payment order and such refusal is objectively reasoned, the Bank will levy a charge for notification of refusal, according to the LSC.

6.28. Account blocking

- 6.28.1.** The blocking of the Client's accounts, as well as the amounts existing in these accounts, can be carried out in accordance with the provisions of these General Terms and Conditions, either at the Bank's initiative or at the written request of the legally empowered institutions/ authorities/ persons through the establishment of a seizure order or other disposition of the non-disposal of the account.
- 6.28.2.** Should the Customer fail to comply with his/ her obligation to inform the Bank about changes or important circumstances that may affect his/her contractual relationship with the Bank, including, but not limited to, for individuals: changes related to identification documents (expiry of the identification document, change of surname or first name, address, identity card, passport or legal equivalents), modification of signature, respectively, for legal entities: changes related to the name, form of organisation, address of the registered office, stamp, registration number or place of registration, VAT Reg. No., persons authorised to represent the company or modification of their signature, etc., the Bank will automatically block the Customer's account(s), without the need to notify the Customer or to perform any other formality.
- 6.28.3.** If the Customer is in arrears with the payment of the account/package maintenance charge for 3 (three) months, the Bank will block the debiting (it will not be possible to make payment transactions on the account(s)) for all the Customer's current accounts, including the debit card, until the account is credited and the reactivation charge defined in the LSC is fully paid.

7. INTERNET BANKING SERVICE

7.1. Conditions for the use of the Internet Banking service

- 7.1.1.** The Bank provides the I-B@nk Internet Banking service, at the Customer's request, a service that offers the User the possibility to perform Internet banking transactions on his/her current accounts opened with the Bank.
- 7.1.2.** Banking transactions can be performed only in accordance with the operating documentation prepared by the Bank and the existing functionalities in the application (forms specific to the I-B@nk Service).
- 7.1.3.** The procedure for connecting to the Internet is subject to the rules governing the use of services in general and of telecommunications services in particular.
- 7.1.4.** The transactions are initiated directly by the Customer through the I-B@nk application provided by the Bank via the internet, and the User accesses the Internet Banking service via the specific option on the Bank's portal www.intesasanpaolobank.ro.
- 7.1.5.** The products and services available via the I-B@nk Service can be found in the application menu and are described in the I-B@nk Service User Manual, available to Users within the I-B@nk application. For certain types of transactions, the Bank imposes cut-off times for entering and authorizing operations in the system, as presented in the LSC.
- 7.1.6.** For the purpose of carrying out transactions via the I-B@nk Service, the Bank will provide the Customer with a Hard Token access device or the mToken application, depending on the Customer's option. The mToken application allows authentication by PIN or by using the biometric data available on mobile devices.
- 7.1.7.** The Bank may decide to change the Hard Token and, in such case, the Customer will hand over the old device to the Bank and receive a new one.
- 7.1.8.** If the Hard Token fails, including in the case of damage due to normal use, the Customer will contact the Bank to have the device replaced.
- 7.1.9.** If, for any reason, the Customer cannot use the PIN code of the Hard Token, the Customer will contact the Bank by telephone in order to obtain a new PIN code.
- 7.1.10.** According to the Customer's decision expressed in the use documentation made available to

him/ her by the Bank, the User of the I-B@nk Service may be:

1. Inputter - a person with rights to input/view/modify/delete electronic transactions;
2. Inputter & Authoriser - similar to "Inputter", the User will have the right to input and authorise, including his/her own transactions.

- 7.1.11.** All users of the I-B@nk Service must also be persons authorised on the account.
- 7.1.12.** The authorisation of an electronic transaction using the Digital Signature is equivalent to the signing by an authorised person of a document instructing the Bank to perform a transaction (e.g. the authorised signature on a payment order).
- 7.1.13.** The completion of the required fields on the I-B@nk screens, followed by the authorisation of the transaction using the Digital Signature is equivalent to completing and signing the specific forms at the Bank's units. The forms completed via I-B@nk bear the same legal value as the paper forms available at the Bank's units.
- 7.1.14.** The User of the I-B@nk Internet Banking service cannot revoke I-B@nk Service transactions after their authorisation, except for payments with a future execution date.
- 7.1.15.** The transactions inputted by the Internet Banking I-B@nk User and not authorised by him/her will not be processed by the Bank.
- 7.1.16.** Nothing in these GTC may be interpreted as meaning that the Bank is liable for the use of the I-B@nk Service by any person other than the Customer/authorised person.
- 7.1.17.** For the use of the I-B@nk Service, the Bank offers technical support on a daily basis, via the 0800.800.888 toll free telephone line.
- 7.1.18.** By calling the number 0800.800.888, the Customer/authorised representative of the Customer requests the security codes generated by the mToken application.
- 7.1.19.** The exchange rate for foreign exchange transactions is the exchange rate used by the Bank, directly accessible in the I-B@nk application. By ordering these types of transactions via the I-B@nk Service, the User agrees to the exchange rates displayed in the I-B@nk Service.
- 7.1.20.** The use of the I-B@nk Service may result in potential risks not attributable to the Bank, such as the risk of online fraud, respectively "phishing", or the risks related to Internet connections (e.g. dangers of viruses, hackers, etc.).
- 7.1.21.** Under no circumstances will the Bank request confidential information by email or telephone (User information, password, etc.) and information such as passwords, security codes generated by the mToken application and PIN codes must not be disclosed to anyone for any reason, not even to the Bank.
- 7.1.22.** The Bank will not be liable for damages caused to the Customer as a result of attempts to steal personal data or of Internet fraud which may consist of:
- 7.1.22.1.** sending electronic messages to email users requesting bank identification personal data;
- 7.1.22.2.** receipt by the Customer of messages, emails, etc. which seem to be sent by the Bank and which request the Customer to access a site with a design identical/similar to that of the Bank, in order to fill in confidential personal data (e.g. user name and password).
- 7.1.23.** If the Customer receives such messages, the Customer must contact the Bank immediately.
- 7.1.24.** At the end of a business day, for the transactions performed at such date, by accessing the specific report in the I-B@nk application and on the dedicated screens, as well as by the notifications sent by the Bank via the messaging module of the I-B@nk application, the Customer will be informed of any refusals to carry out a transaction instructed via the I-B@nk Service.

7.2. Costs and charges for the Internet Banking Service

For accessing the I-B@nk Service and the Hard Token as well as for the transactions performed by the Customer via the I-B@nk Service, the Customer owes the Bank charges in accordance with the LSC valid at the time of performing the transaction.

8. PAYMENT SERVICES PROVIDED BY THIRD PARTY PAYMENT SERVICE PROVIDERS

- 8.1.** The Bank offers all customers access to remote payment transactions via Third Party PSPs. This is a right of each Customer, and the use of the services offered by Third Party PSPs is at the discretion of the Customer. The Bank will comply with the Customer's instructions only insofar as the Third Party PSP can be identified by the Bank in accordance with the applicable legal provisions.
- 8.2.** Payment accounts can be accessed via a Third Party PSP under the following cumulative conditions:
- 8.2.1.** The Customer's payment accounts are accessible online via the I-B@nk Internet Banking

service;

- 8.2.2. There is an explicit consent for accessing payment accounts via a Third Party PSP given in accordance with Article 6.26.

8.3. Account Information Service

- 8.3.1. Through an AISP, the Customer can request the Bank access online to information on his/her payment accounts, respectively the list of accounts the Customer holds, the details about the account, the account balance and the payment history recorded in these accounts.
- 8.3.2. The access to the account information service depends upon giving the consent under the conditions of Article 6.26.2.

8.4. Payment initiation service

- 8.4.1. Through the access platform of a Third Party PSP, the Customer can initiate a payment from one of his/her payment accounts held with the Bank, observing the strong customer authentication and payment authorisation procedure and using the I-B@nk Token;
- 8.4.2. The execution by the Bank of the payment instructions thus initiated requires the Customer's prior consent, given under the conditions provided in Article 6.26.1;
- 8.4.3. The Bank executes the payment instructions according to the I-B@nk access and authorisation rules and based on the authorisation rules established by the Customer for transactions, observing the trading limits set for each User. If the Customer has not established authorisation rules at User level, the Bank will execute the payment instructions initiated and authorised by Users, without verifying the access limits to the specific functionalities of the I-B@nk Service.

8.5. Confirmation on the availability of funds

- 8.5.1. At the request of a PSPCAF, the Bank will confirm to it if an amount necessary for the execution of a payment transaction by card is available on the Customer's online payment account. The Bank will respond to the PSPCAF request by "Yes" or "No"
- 8.5.2. The access to the service for confirming the availability of funds is conditioned by the giving of the consent under the conditions of Article 6.26.3.

8.6. The payment services provided by a Third Party PSP are governed by the general legal framework of the contractual relationship between the Bank and the Customer, as well as by the general legal framework of the contractual relationship between the Third Party PSP and the Customer, and, with regard to the latter, the Bank cannot be held liable.

8.7. Conditions for denying access to payment accounts through Third Party Service Providers:

- 8.7.1. The Bank may deny access to the payment account accessible online for objectively reasoned grounds related to the unauthorised or fraudulent access to the account via a Third Party PSP, including the unauthorised or fraudulent initiation of a payment transaction. In such cases, the Bank informs the Customer/ Account Holder, if possible, before denying access and at the latest immediately thereafter, through the dedicated online access interface.

The information will contain the grounds for the denial, unless the provision of such information would compromise objectively reasoned security grounds or would be prohibited by law. The Bank will allow access to the payment account once the grounds for denial cease to exist.
- 8.7.2. The Bank will refuse access to the Payment Account accessible online if any of the cumulative conditions stipulated in Article 8.2 is not met.

9. DEBIT CARDS

9.1. Conditions for the use of debit cards

- 9.1.1. The card is the property of the Bank and cannot be transferred to a third party, retained as a deposit or pledge, stored for safekeeping or transmitted by the Cardholder to a third party for use.
- 9.1.2. The card is intended for legal entities, is issued attached to a card account or to a current account and can be used both in Romania and abroad.
- 9.1.3. The card can only be used personally by the Cardholder, and it is nominal and non-transferable.
- 9.1.4. Cards and PINs in a sealed envelope may be delivered directly to the Cardholder or to a person designated by the Customer's legal representative to receive the cards and PINs, based on a special power of attorney to this effect. In the latter case, the person designated to receive the cards will send the cards and PINs in a sealed envelope only to the Cardholder individuals, without unsealing the envelope containing the PIN. The Bank bears no liability if the person designated to receive the cards and PINs does not hand them over to the individuals on whose behalf the Card was requested or violates their confidentiality.

- 9.1.5.** The delivered cards will be activated immediately after the delivery of the card and the PIN if delivered directly to the Cardholder or within 24 hours from the time when the Customer's legal representative confirms in writing and submits to the Bank the card delivery documents signed by the Cardholder, which certify the delivery of the cards and PINs in a sealed envelope.
- 9.1.6.** The card can be used until the last day of the month written on its front (VALID THRU).
- 9.1.7.** The card can be used according to the legal provisions in force and these GTC: in RON or in another currency, for online or offline transactions at Accepting Merchants, for the purchase of products/services, for Internet transactions, cash withdrawal, balance inquiry, PIN change, funds transfer, etc.
- 9.1.8.** The Card must not be used for any illegal purpose, including the purchase of goods or services prohibited by the law, applicable in the jurisdiction in which the Card is used.
- 9.1.9.** The Card will be used by the Cardholder in compliance with the Standard Card Usage Limits and without overdrawing funds or exceeding the credit limit granted by the Bank. The Cardholder is not entitled to order transactions that exceed the balance on the account attached to the Card.
- 9.1.10.** When the Card Account balance or usage limit is exceeded as a result of offline transactions, or late transmission of transactions for settlement by acceptors, or the collection of charges and fees under the contract, such exceedance will be recorded as card unauthorised overdraft. In order to cover the unauthorised overdraft, the Customer hereby authorises the Bank to debit at any time other accounts held by him/her with the Bank, in RON or foreign currency. In case of an unauthorised overdraft, the cards attached to the Card Account will be blocked and penalties may be applied in accordance with the contract
- 9.1.11.** The amount is actually debited from the Customer's account as follows:
- 9.1.11.1.** Any domestic transaction by card, in RON, will be debited from the card account at the RON transaction amount if the card is attached to an account in RON, or at the transaction amount converted into EUR if the card is attached to an account in EUR, at the exchange rate set in the Bank's Standard Costs List on the day the transaction is settled;
- 9.1.11.2.** Any international transaction by a card in RON will be debited from the card account with the value in RON of transaction amount authorised by the Holder/User if the card is attached to an account in RON, or at the transaction amount converted into EUR if the card is attached to an account in EUR, using the exchange rate established in the Bank's Standard Costs List on the day the transaction is settled;
- 9.1.11.3.** Any transaction by card in a currency other than RON will be recorded as follows:
- for cards attached to accounts in RON, the amount of the transaction cleared and settled by the Payment Schemes and the amount of the related charges will be converted from the settlement currency (EUR) to the account currency, at the exchange rate set in the Bank's List of Standard Costs on the day the transaction is settled. If the currency of the transaction differs from the payment schemes (EUR) settlement currency, the payment schemes will convert the transaction amount into EUR at the exchange rate used by them on the settlement day;
 - for cards attached to accounts in EUR, there will be recorded the amount of the transaction cleared and settled by the payment schemes and the amount of the related charges (which will be converted into the account currency, at the exchange rate set in the Bank's List of Standard Costs on the day the transaction is settled, if applicable). If the currency of the transaction differs from the payment schemes (EUR) settlement currency, the payment schemes will convert the transaction amount into EUR at the exchange rate used by them on the settlement day;
- 9.1.12.** The exchange rates used by the international card Organisations can be found on the website provided by it.
- 9.1.13.** The Bank may change at any time and immediately apply such change in the exchange rate set in the Bank's List of Standard Costs, without prior notice, in the following cases:
- 9.1.13.1.** The change is based on the fluctuation of the reference exchange rate (NBR exchange rate) used to determine the exchange rate or on the contractual mechanism established by the Framework Contract regarding the reference exchange rate;
- 9.1.13.2.** The changing of the exchange rate is more advantageous for the Customer.
- 9.1.14.** The Bank will automatically debit the account the card is attached to by the amount of the card transactions, as well as by the fees and charges charged by the Bank for the use of the Card, being authorised in this respect under this contract.
- 9.1.15.** For international transactions by card within the European Union, customers will be informed by SMS, sent to the contact telephone number registered with the Bank, about the amount of the

total currency conversion charges, as a percentage addition to the latest reference EUR exchange rate available, issued by the European Central Bank (ECB). Customers can cancel this service by informing the Bank in any of its units.

- 9.1.16.** The Cardholder's consent to carry out a card transaction is deemed as validly given in any of the following ways, depending on the type of transaction, as the case may be:
- a) In the case of ATM transactions: by reading the magnetic tape, the card chip or using the contactless technology and entering the PIN code;
 - b) In the case of POS transactions:
 - by entering the PIN code and/or, as the case may be, signing the receipt generated by the POS, after verifying the data entered on it, in particular the amount withdrawn from the card account;
 - by using the contactless technology, with or without entering the PIN, taking into account the contactless trading limits communicated by the Bank through the LSC.
 - c) In the case of internet or telephone transactions, the consent is given by providing, as appropriate, one or more of the following: card number/cardholder name/ CVV2/ CVC2 code (3-digit code on the back of the card)/ address/ card expiry date.
 - d) To the extent required, in addition to the above, there will be entered the Secure Code Password (for the 3D Secure Token) or the Biometric Authentication or the password defined by the Cardholder in the application (for the Card mToken application).
 - e) by signing commercial contracts that explicitly provide the merchant's right to initiate recurrent card-not-present debit card transactions;
 - f) In the case of certain types of merchants (e.g. road tolls, parking fees, etc.) the use of cards not reported as lost/stolen is the agreed form of consent.
- 9.1.17.** The Cardholder may not withdraw his/her consent after expressing it.
- 9.1.18.** The Bank may establish limits in terms of amount and/or number for card transactions, and such limits will be communicated to the Customer upon the issuance of the card. The Bank may change the Standard Card Usage Limits at any time, informing the Customer thereof.
- 9.1.19.** The Customer/authorised Representative of the Customer may request the Bank to increase or decrease the usage limits above/below the standard amounts, in one of the following ways: (i) through the I-B@nk Service, (ii) via Call Centre 0800800888/InfoCard 0040372712194 (available 24/7) or (iii) by completing the specific form provided by the Bank at its headquarters. The Bank reserves the right to reject the application for changing the card limits and/or the cash usage limits, and will inform the Customer of the reason for refusal, at his/her request.
- 9.1.20.** The time of receipt of the payment instruction initiated by card is the time of receipt of the payment instruction by the Bank for settlement. If the payment instruction is not received on a day the Bank is opened for business, it will be deemed as received on the next business day.
- 9.1.21.** The account to which the Card is attached will be replenished by:
- 9.1.21.1.** depositing cash at the headquarters of any territorial unit or terminal of the Bank, a terminal offering the "cash-in" option;
 - 9.1.21.2.** bank transfer - specifying the IBAN of the current account to which the Card is attached.
- 9.1.22.** Before initiating a card payment transaction, the Cardholder can request from the Bank and obtain additional information on the payment transaction and its execution times.
- 9.1.23.** For a Card cash withdrawal or payment transaction by Card, the Cardholder must check the data entered on the receipt issued by the POS (especially the amount withdrawn from the Card), then sign the receipt (if requested by the POS/ merchant) as signed on the back of the Card, and this signature together with the card PIN indicate the express agreement of the Cardholder for the transaction;
- 9.1.24.** If the card PIN code is entered incorrectly three times at the ATM, the Card will be blocked. To unblock it, the Cardholder must contact the Call Centre 0800800888/ InfoCard 0040372712194 (available 24/7). If the card PIN code is entered incorrectly on the POS/ 3D Secure Token, the Card will be blocked immediately. It can be unblocked by making a transaction using the correct card PIN at an ATM terminal of any bank offering this facility.
- 9.1.25.** The card issued by the Bank under the Framework Contract is valid for 4 (four) years and it can be automatically extended by the Bank for equal periods, provided that the Cardholder complies with all the clauses of the Framework Contract. The Bank will automatically renew the card at the expiry of the contract, and it will collect the renewal fee provided in the Bank's List of Standard Costs, unless the Customer notifies the Bank, in writing, at least 30 calendar days before its expiry about his/her intention to not renew the card. In such case, the Framework Contract will terminate on the date of expiry of the contractual term, the date on which all amounts owed to the Bank under the Framework Contract become due and payable. The card will not be renewed if any of the cases occurs in which the Bank is entitled to unilaterally terminate the Framework Contract.

9.1.26. The Cardholder has permanent access to the Call Center 0800.800.888/ InfoCard 0040372712194 (for calls from abroad), operational numbers 24 hours a day, in order to request, based on the password or personal identification data, the Card to be blocked in the case of loss/theft or deterioration.

9.2. 3D-Secure Standard features

- 9.2.1.** If the transaction is performed with a merchant which is not enrolled in the 3D-Secure programme and which does not display the appropriate logo, the Bank assumes no responsibility for the security of the transaction, and any losses will be borne by the Customer.
- 9.2.2.** The payment transactions by Card and the 3D-Secure Service can be carried out from the Customer's account only within the limits of availability or up to the credit limit granted by the Bank.
- 9.2.3.** The Cardholder is verified at the time of the transaction based on the card number, the card expiry date, the CVC2/ CVV2 code, and according to the method chosen for Strong Customer Authentication: the Secure Code password when using the 3D Secure Token device or the biometrics/password defined by the User in the Card mToken application.
- 9.2.4.** The Bank and payment schemes reserve the right to modify, improve or discontinue the provision of this service without prior notice to the Customer.
- 9.2.5.** The replacement of another person or entity using the security protocol provided by the Payment Schemes is strictly prohibited.
- 9.2.6.** The Cardholder is directly liable for maintaining the confidentiality of his/her identification data and, implicitly, for the e-commerce transactions performed by accessing the security protocol provided by the Payment Schemes.
- 9.2.7.** Until the time of notification of the Bank by the Customer, according to Article 18.4.15, the Bank bears no responsibility for transactions performed by fraudulent use of identification and security credentials (including through the 3D Secure Token or the Card mToken application).
- 9.2.8.** If the 3D Secure Token is lost/stolen or in other situations that require the replacement of the device, other than those established by the Bank, the Customer will bear the amount of the Token, according to the LSC. Furthermore, when the Card is no longer used, for whatever reason, the Customer must return to the Bank the Token received or compensate the Bank by the amount provided in the LSC.

9.3. Challenging a card transaction

- 9.3.1.** If the Cardholder finds unauthorised or incorrectly executed transactions on the account attached to the Card, the Customer may request the Bank, by filing a dispute in writing, to initiate the payment refusal procedure as soon as possible, but not later than 30 days from the date the transaction was debited.
- 9.3.2.** The payment refusals will be initiated and resolved according to the rules of the Card Organisations and the mandatory legal regulations on the use of cards.
- 9.3.3.** The payment refusal will be processed by the Bank only based on the payment refusal notice challenging the validity of a card transaction, recorded in the statement of account.
- 9.3.4.** Should there be found unauthorised card transactions as a result of card theft/loss/fraudulent use of the Cardholder's data, in addition to the obligations to notify the Bank, the Cardholder must notify the criminal investigation bodies as soon as possible after becoming aware of such event and provide the Bank, via the territorial units or the Call Centre, the proof of filing the complaint.
- 9.3.5.** A card transaction payment refusal can be initiated, in general, in the following situations:
 - 9.3.5.1.** Technical errors occurred during the processing and settlement of card transactions;
 - 9.3.5.2.** The ATM did not release the amount requested;
 - 9.3.5.3.** The Cardholder complains that he/she did not consent to and/or was not a party to such transaction;
 - 9.3.5.4.** Lack of identifiers of the Cardholder or the Card used to perform the transaction, where it is not possible to identify or confirm if a valid Card or the Cardholder or both were present at the time of issuing the receipt for a transaction by an accepting merchant;
 - 9.3.5.5.** Failure by an accepting merchant to observe the Card transaction authorisation procedure.
- 9.3.6.** The Bank will analyse the dispute and will provide an answer within 15 business days. If, for reasons independent of the Bank, the answer cannot be provided within 15 business days, the Bank will send a provisional answer and will return with a final answer within 35 business days from the filing of the dispute. In order to resolve the dispute, the Bank may request additional

documents from the Customer/Cardholder, and the latter must submit them within 3 (three) business days from the time the Bank makes the request. If the Customer/Cardholder fails to submit to the Bank the requested documents, the Bank reserves the right to dismiss the dispute.

- 9.3.7.** Immediately after a favourable resolution to the dispute, the Bank will credit the account of the Customer/main Cardholder by the amount of the non-executed or improperly executed transaction, of the charges charged for such transaction and of the interests for the period between the non-execution/improper execution of the transaction and the restoration of the Cardholder's account to the situation before the non-execution/improper execution of the transaction.
- 9.3.8.** Exempted from this are the unauthorised transactions, for which the Cardholder has not given his/her consent (as defined in Article 9.1.15), which are resolved immediately or at the end of the next business day, after the Bank has found or has been notified about the transaction. Exempted from this is also the case where the Bank has reasonable grounds to suspect that fraud has been committed and it will communicate such reasons in writing to the relevant national authority. Where appropriate, the Bank will restore the debit payment account to the situation it would have been in if the unauthorised payment transaction had not been performed. It will also ensure that the foreign currency date of crediting the payer's payment account will not be later than the date on which the amount was debited.
- 9.3.9.** The answers to disputes that have no object or that were resolved unfavourably are sent by the Bank to the Customer/Cardholder accompanied by evidence proving that the transaction has been completed (electronic ATM log or receipt issued by POS signed by the Cardholder, other supporting documents received from the merchant). The charge for unjustified payment refusal provided in the LSC will be automatically debited from the current account of the Customer/Cardholder.
- 9.3.10.** For payment refusals received for settlement, initiated for transactions at the terminals of other banks, where the specific characteristics of the refusal allow further appeals against the decisions of the other bank, the Cardholder will be immediately informed about the measures to be taken in this regard and the possible time limits for solving the case.

9.4. Charges and interests for cards

- 9.4.1.** The Bank is entitled to charge the Customer the fees, charges, interest, penalties provided in the LSC for issuing, maintenance, reissuing and renewing the Card, for current transactions, other services (unjustified initiation of payment refusals), emergency cash release or emergency Card issuance etc.
- 9.4.2.** The fees, charges, penalties and interest charged by the Bank for card transactions and which the Customer undertakes to pay are those provided in the LSC.
- 9.4.3.** The costs due periodically by the Customer for payment services will be paid in proportion to the period, which precedes the termination of the contractual relationships with the Bank. If the costs have been paid in advance, they will be reimbursed proportionally.

10. PACKAGES OF BANKING PRODUCTS AND SERVICES

10.1. General information:

- 10.1.1.** Legal Entities classified as small companies and individual entrepreneurs can benefit from the transactional packages, in accordance with the Bank's internal regulations.
- 10.1.2.** The Bank offers advantageous pricing conditions for the purchase of the transactional package, compared to the individual purchase of the products and services it consists of. In addition, the Bank can offer package holders advantageous pricing conditions for other products/services offered by the Bank.
- 10.1.3.** The free transactions included in the transactional package refer to the first transactions carried out in a month, in chronological order, strictly on/from the accounts enrolled in the transactional package. The number of free transactions included in the package is not carried over from one month to another.
- 10.1.4.** A Customer can hold only one transactional package, regardless of its type.
- 10.1.5.** The Bank is entitled:
- 10.1.5.1.** To no longer offer the package of products/services or any related product/service if:
- the Customer fails to comply with his/her obligations under the framework contract concluded with the Bank or any other form/contract related to the services that are additionally regulated by such forms/contracts;
 - the maintenance charge for the package of services and products contracted by the Customer, according to the LSC, is not paid when due.

- 10.1.5.2.** To update to the standard amount, according to the LSC in force at the date of such update, the amount of charges and interest for products/ services included in a package, if the Bank's decides to no longer provide the package of products/services or any product/service as set forth in 10.1.5.1 above.
- 10.1.5.3.** To modify at any time the structure of the packages of products and services contracted by the Customer;
- 10.1.5.4.** To remove/replace certain products in the packages contracted by customers if they are removed/replaced in the Bank's offer at a certain time.
- 10.1.5.5.** Where the Customer does not have enough funds in his/her accounts to pay the costs of the package(s) contracted by the Customer, the Bank reserves the right not to offer such package of products/services.
- 10.1.5.6.** Any change in the structure of product and service packages will be communicated to the Customer at the headquarters of the territorial units of the Bank, through the Internet Banking service (if the Customer uses this service) or on the the Bank's website.

10.2. Purchasing the transactional package:

- 10.2.1.** The package of the Package of banking products and services is purchased by the Customer at his/her request, under the specific Contract made available by the Bank. This constitutes the contractual framework together with this document, the Contracts specific to the products and services included in the package and the Bank's List of Standard Costs for Legal Entities.
- 10.2.2.** The minimum conditions for the package to be approved are as follows: i) selection of all mandatory products that make up the package; ii) payment of outstanding debts to the Bank related to the current account and the products attached to the current account until the date of requesting the product, if applicable.
- 10.2.3.** The package of products and services will be activated at the Customer's request as follows: i) on the date of purchase; on the first day of the month following its purchase, in which case the package will remain inactive during the period from the date of purchase to the end of the current month.
- 10.2.4.** When purchasing the package, the Customer can choose one of the following options: i) to opt out of enrolling additional products in the package of products and services, in which case the monthly maintenance charge for the package is not reduced, and it is charged according to the LCS; ii) if the Customer already held banking products and services, they can be included in the package, and the other products and services that are part of the package will be made available under the Specific Contract, and the monthly maintenance charge for the package is provided in the LCS. In this case, the charges already collected for existing current accounts/individual products and included in the package of services and products until its activation, will not be returned.

10.3. The term of validity of the transactional package:

- 10.3.1.** The transactional package and the related specific pricing conditions are valid for 12 months from the date of conclusion of the specific Contract. The transactional package and its specific pricing conditions are extended automatically for new terms of 12 months each if neither party (Bank/Customer) withdraws from the contract covering the transactional package and its specific pricing conditions.

10.4. Specific conditions regarding the costs related to the transactional package:

- 10.4.1.** For the package of banking products and services purchased, the Customer will pay the related monthly maintenance charge provided in the LCS, being exempt from paying the standard charge applied to each individual product/service not included in a package. For the services optionally included in the package (email/SMS alerts or POS), the Customer will pay the standard charge charged for such these services to which a discount will be applied according to the description of the packages in the specific Contract.
- 10.4.2.** The Customer will pay the Bank the monthly maintenance charge for the transactional package for its entire period of validity, starting from the first calendar month in which it was activated, regardless of whether all the component products and services are activated or not. The monthly maintenance charge will be charged in full regardless of the date on which the package is activated or closed within the month.
- 10.4.3.** If the Customer opts to activate the transactional package on the first day of the following calendar month, the monthly maintenance charge for the package will be charged starting with the month of its activation, and the standard charges for the existing products and services will be charged in the current month. If the Customer carries out transactions before the date of activation of the package, there will be applied the standard charges according to the Bank's

List of Standard Costs for Legal Entities or the conditions negotiated with the Bank, if applicable.

- 10.4.4.** The Customer will pay the monthly maintenance charge for the package of banking products and services on the last business day of the month for the type of package active at the end of the month, from the RON current account enrolled in the package. If the package has several current accounts attached, the monthly maintenance charge will be charged automatically from any of the current accounts enrolled in the package, in the following order: RON current account, foreign currency current account, and cash accounts held by the Customer, other than those attached to the package. If there is no cash in the accounts in RON, the charge will be paid whenever there is an available balance, by automatic debiting of the current accounts in foreign currency and by performing the currency exchange into RON, at the exchange rate used by the Bank on the day the charge is collected.
- 10.4.5.** The Bank will withhold any amounts from the Customer's current accounts or any amounts to be collected in its current accounts, up to the amount of the monthly maintenance charge for the package of banking products and services, due and not paid by it, regardless of the currency of the outstanding and/or withheld amounts, applying the exchange rate used by the Bank on the day of such transaction. If the currency of any such account differs from the currency of the obligations, the Bank is expressly mandated by the Customer to convert the amount of the obligations at the exchange rate used by the Bank (the exchange rate the Bank may use to convert the currency of the obligation into the currency of the account), as well as to debit the account with the cost of the conversion.
- 10.4.6.** The monthly maintenance charge will not be charged for START packages if there is met the condition to manage the credit turnover on the current accounts opened with Banca Comercială Intesa Sanpaolo România S.A. according to the LCS and specific contract.
- 10.4.7.** For the other services/products it benefits from or for transactions not provided by the transactional package or beyond the validity term of the package or for transactions from other current accounts of the Customer that are not included in the transactional package, there will be applied the standard charges provided by the Bank's List of Standard Costs of the Bank for Legal Entities or the conditions negotiated with the Bank, if applicable.

10.5. The method of determining the credit turnover:

- 10.5.1.** The credit turnover based on which the payment of the monthly maintenance fee is waived is calculated for the current calendar month, on the last business day of the month, taking into account cash deposits, intrabank and interbank incoming payments in RON and foreign currency in the current accounts opened with the Bank. Transfers between own accounts opened with the Bank, liquidated deposits, amounts resulting from currency exchanges or withdrawals from loans granted by the Bank are excluded.

10.6. Supplemental services that can be attached to the transactional package:

- 10.6.1.** The supplemental service includes a certain number of free transactions that can be attached to a package of banking products and services, for which the Customer will pay a monthly charge according to the LCS regardless of whether the number of transactions included in the requested supplemental service has been carried out or not.
- 10.6.2.** Supplemental services can be added to any active package provided that the transactions they cover can be made from the current accounts included in the package.
- 10.6.3.** The Customer can opt for one or more supplemental services; however, within a supplemental service related to a certain type of transaction, only one option can be selected at the same time.
- 10.6.4.** The transactions included in the supplemental services refer to the first transactions carried out in a month, in chronological order, strictly on/from the accounts enrolled in the transactional package. The number of transactions is not carried over from one month to another.
- 10.6.5.** The Customer can opt to activate the supplemental service as follows: i) on the date of signing the request to attach the supplemental service ii) on the first day of the following month, in which case the extra option will not be active until the end of the current month. If, after setting a supplemental service to be activated in the future, there is requested until the activation of such supplemental service the activation of another supplemental option to be activates as of the day of request, such supplemental service will be valid only for the current month and, in order to maintain it in the future months, there will be necessary to request its reactivation in the following month by signing the specific documentation.
- 10.6.6.** The supplemental services will be deactivated at the Customer's request in the following situations: i) when the previously selected option is cancelled for another option; ii) when the previously selected option is cancelled without choosing another supplemental service; iii) when the package of banking products and services is cancelled.

- 10.6.7.** The monthly charge for the supplemental service will be charged for its entire period of validity, starting from the first calendar month in which it was activated and attached to the package. The monthly charge will be charged in full regardless of the date on which the supplemental service is activated or deactivated within the month.
- 10.6.8.** If the Customer opts to activate the supplemental service on the first day of the following calendar month, the monthly maintenance charge for the supplemental service will be charged starting with the month of its activation. If the Customer carries out transactions related to the selected supplemental service before the date of activation thereof, there will be applied the standard charges according to the Bank's List of Standard Costs for Legal Entities or the conditions negotiated with the Bank, if applicable.
- 10.6.9.** The Customer will pay the monthly charge related to the supplemental service on the last business day of the month, from the current account in RON enrolled in the package, and the provisions of Article 10.4.4 of these GTC apply if the package has several current accounts attached.
- 10.6.10.** The Bank will apply the provisions of Article 10.4.5 of these GTC to collect the charge for the supplemental service.
- 10.6.11.** The standard charges will be charged according to the LCS or the conditions negotiated with the Bank, if applicable, in the following situations: i) the number of transactions performed exceeds the number of transactions included in the supplemental service; ii) the transactions were carried out outside the date of validity of the supplemental service; iii) the transactions were carried out from other current accounts of the Customer that were not included in the transactional package.

10.7. Modification of the transactional package at the Customer's initiative:

- 10.7.1.** The Customer can request the modification of its package of products and services as follows: i) adding or deactivating a supplemental service ii) adding or deactivating an optional product/service related to the selected transactional package according to the description in the specific Contract.
- 10.7.2.** If the Customer requests the exclusion of certain products/services from a transactional package, the Bank will continue to levy the charges for the products/services still included in the package.
- 10.7.3.** If the Customer wishes to replace the current account(s) enrolled in the package, this will be possible by closing the existing package and opening a new package in which the new accounts will be enrolled.
- 10.7.4.** The Customer can opt to change the transactional package and this will be possible by closing the existing package and opening a new package.
- 10.7.5.** The products from the original package can be enrolled in the new package, respectively if the Customer wishes to change a package, then the products in the previous package, if they are in the structure of the newly selected package will be integrated into the new package. If a package product/service is transferred to another package contracted by the Customer, such product/service is subject to the terms and conditions applicable to the new product package. The products and services included in the previous package and not present in the structure of the newly chosen package will continue to operate individually, and the Customer will owe the Bank the standard level of charges according to the Bank's List of Standard Costs for Legal Entities. If the Customer wishes to close the products and services included in the package, it will have to request this via the Bank's forms for each individual product.
- 10.7.6.** On the last business day of the month in which the modification of the transactional package was requested, the Customer will pay the following costs: i) the monthly maintenance charge for the new transactional package opened and ii) as applicable, the charges for the products and services included in the previous transactional package and not present and/or not included in the newly chosen transactional package and for which closure was not requested.

10.8. Modification of the package at the Bank's initiative:

- 10.8.1.** The Bank can change the structure of the transactional packages of products and services contracted by the Customer by: i) a decision to change the structure of the package or ii) removing some packages from sale.
- 10.8.2.** The Bank will communicate its decision to the Customer via the Internet Banking service (if the Customer uses this service) or on the Bank's website.
- 10.8.3.** The Bank will notify the Customer about the change in the structure of the package or the termination of the validity of the transactional package 2 months before its modification or deactivation. The products and services included in the deactivated package or not present in the new structure of the package will continue to operate individually, and the Customer will owe the Bank the standard level of charges according to the Bank's List of Standard Costs for Legal

Entities. If the Customer wishes to close these component products and services, it will have to request this by filling in the specific forms made available by the Bank for each individual product.

- 10.8.4.** Moreover, the Customer will be able to open a new transactional package selected from the Bank's offer at that time and will be able to enrol the products from the initial package in the new package, and such product/service will be covered by the terms and conditions of the Specific Conditions applicable to the new transactional package.

10.9. Closing the package:

- 10.9.1.** The Bank may cease to provide the package in any of the following cases: i) the Customer fails to comply with its contractual obligations according to this document; the Bank is entitled to cease to offer the package of banking products and services in the situations provided in Article 10.1.5, and any arrears in the payment of the monthly maintenance charge for the package for a period of 2 months will lead to its automatic deactivation, and the products and services in the package will continue to operate individually. In this case, the Customer will owe the Bank the standard level of charges according to the Bank's List of Standard Costs for Legal Entities.
- 10.9.2.** If the Bank decides to no longer offer the package of banking products and services (according to Article 10.1.5.4 above), the Bank will notify the Customer 2 months before its removal from the Bank's offer.
- 10.9.3.** If the package is closed at the Customer's initiative, the products and services in the package will continue to operate individually, and the Customer will owe the Bank the standard level of charges according to the Bank's List of Standard Costs for Legal Entities starting from the month in which the Customer requested the closing of the package. If the Customer wishes to close the products and services included in the package, it will have to request this by filling in the specific forms made available by the Bank for each individual product.
- 10.9.4.** The Customer can request in writing the closure of the transactional package, in which case it will have to pay, on the date of closing the package, the full monthly package maintenance charge for the month in which the package is closed. Moreover, if the package is closed within the first 6 months from being contracted, the Customer will have to pay, on the date of closing the package, a package closing charge according to the Bank's List of Standard Costs for Legal Entities.

11. SAVINGS PRODUCTS

- 11.1.** The Bank may place term deposits and other savings products intended for depositing funds for certain periods of time using funds on the Customer's current account or on other accounts opened in the Customer's name.
- 11.2.** The Bank is a credit institution participating in the Bank Deposit Guarantee Fund (hereinafter referred to as "BDGF"). The amounts deposited on the accounts opened with the Bank are covered by the Bank Deposit Guarantee Fund under the conditions provided by the legislation in the field of deposit guarantee in the banking system. Pursuant to these GTC, the Account Holder confirms that he/she has taken note of the legislative provisions regarding the limits and conditions for guaranteeing deposits by the Bank Deposit Guarantee Fund.
- 11.3.** The Customer is informed that the deposits guaranteed under the Bank Deposit Guarantee Fund, up to the equivalent of EUR 100,000, are not subject to internal recapitalisation, in the case of a bank resolution procedure according to Law no. 312/2015 on recovery and resolution of credit institutions and investment firms and amending and supplementing legal acts in the financial field in conjunction with Law no. 311/2015 on deposit guarantee schemes and the Bank Deposit Guarantee Fund. In the event of such a procedure, the Bank will not be liable for the Customer's claims which exceed the amount guaranteed by the BDGF and which could be internally recapitalised for the purpose of reducing, converting or cancelling such claims, according to the measures ordered by the competent authority.

For the purposes of this clause, "bank resolution" and "internal recapitalisation" are defined as follows: (i) bank resolution is a process of restructuring a credit institution, aimed at ensuring the continuity of the critical functions provided to its customers, at restoring its viability, liquidating its residual part by using normal insolvency proceedings while maintaining financial stability. The process is managed by an authority designated by the legislator for this purpose, which has in place a specific set of tools and powers; (ii) internal recapitalisation, applicable in all countries of the European Union, is the instrument by which the resolution authority exercises powers to reduce the amount of and/or to convert certain debts of the credit institution undergoing resolution, in order to absorb losses and recapitalise the institution to a sufficient extent so as to comply with the authorisation requirements.

- 11.4.** The deposits of customers in special relationships with the Bank are subject to the relevant legal regulations.
- 11.5.** The Bank will inform the Customer, by displaying at the headquarters of its territorial units, the List of
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Unguaranteed Deposits, the information on deposit guarantee, the obligations of depositors, the guarantee ceilings, as well as the information on the calculation, payment and collection of compensations.

- 11.6. Legal Entities are required to notify the Bank within 30 (thirty) days from the date of reclassification of deposits as guaranteed/ unguaranteed.
- 11.7. Pursuant to its own business policy, the Bank reserves the right to establish the conditions, the minimum and/or maximum limits for the amounts and/ or the periods of establishment of the savings products.
- 11.8. The savings products will be placed based on the specific documents concluded between the Bank and the Customer, in which the following will be regulated, without limitation: currency, amount, interest rate and term of the savings products. For the term deposit period, the Customer waives his/her rights to dispose of the funds placed as a deposit, unless otherwise agreed with the Bank.
- 11.9. Term deposits are savings products opened in the Customer's name, for a fixed period, as requested by him/her. The Customer can opt for a fixed interest or variable interest deposit, depending on the characteristics of the products offered by the Bank.
- 11.10. Term deposits can be extended automatically or not. If the term deposit is extended automatically, upon the expiry of the period for which the previous deposit was placed, the Bank will renew the deposit by automatically placing a new deposit for a period of time similar to that of the previous deposit. Each new term deposit placed by automatic extension will be in an amount equal to the amount of the previous deposit (the amount initially deposited plus any interest paid and capitalised, depending on the Customer's option). If the automatic renewal of the term deposit has been agreed, it will be performed by the Bank under the conditions contained in these GTC and in the specific form signed by the Customer, until the Customer sends a written request to the contrary.
- 11.11. For each type of savings product, the Bank subsidizes the interest, which varies depending on the type, storage period and currency in which it is constituted. For the automatic renewal of the term deposit, the deposit annual interest rate will be updated for each new deposit term by the annual interest rate applied by the Bank at the time of automatic renewal for that type of deposit. The Customer can obtain information about the annual interest rate applied by the Bank to the automatically renewed deposit by consulting the official website of the Bank, at the headquarters of its territorial units or by calling the Call-Centre at the toll-free number 0800 800 888.
- 11.12. Term deposits can be placed with or without interest capitalisation. With the exception of interest-bearing deposits, for the other types of term deposits, the accrued interest amounts will be transferred (less the applicable legal taxes and fees) to the current account of the Customer opened with the Bank, account mentioned in the specific form.
- 11.13 Pursuant to these GTC and the specific forms signed by the Customer with the Bank, the persons authorised to dispose of the funds on the Customer's current account opened with the Bank are authorised to dispose of the funds placed as deposits/savings products, unless the Customer otherwise orders by appropriate documents submitted to the Bank.
- 11.14 Each savings product contracted through the I-B@nk Service is assigned a unique reference, indicated next to each product, both in the statement of account and at each deposit display on the I-B@nk screens. In order to contract savings products through the I-B@nk Service, the Customer must fill in the request in the application and authorise the transaction.
- 11.15 If the Customer wishes to terminate a savings product via the Internet Banking application, he/she must fill in the request in the application and authorise the transaction. The termination of the savings products thus authorised will be materialised by the transfer of the balance of the deposit to the current account of the Customer.
- 11.16 If the Customer meets the conditions for contracting/terminating a savings product, his/her request will be implemented automatically until the end of the business day, in compliance with the cut-off times provided in the LSC, or during the business day following the request, if the Customer's request was authorised on a non-business day or outside the cut-off times. If the Customer does not meet the conditions for contracting/ terminating a savings products, his/her request will not be processed, and the Customer will be informed by a notification message about the reason for not processing the transaction, message sent via the I-B@nk application.

12. EMAIL/SMS ALERTS SERVICE

12.1. General information

- 12.1.1. The Bank makes available the EMAIL/ SMS ALERTS Service at the Customer's request based on a subscription. This service offers the Customer the possibility of receiving information via messages sent by the Bank to the email address and/or via SMS messages sent directly to the domestic telephone number, entered by the Customer, on own responsibility, in the service-specific documentation to be made available by the Bank.
- 12.1.2. A subscription to the EMAIL/ SMS ALERT service can be activated for single mobile phone number or email address and can provide information for 1 to 10 accounts. For an additional phone number or additional email address, the Customer can opt for a new subscription.

- 12.1.3.** A monthly subscription to the EMAIL/ SMS ALERTS service includes a maximum number of 20 emails or 20 SMS messages counted chronologically, according to the transactions performed on any of the accounts included in the subscription. If the number of emails included in the subscription is exceeded, the Bank will not levy a charge for the additional emails. If the number of SMS messages included in the subscription is exceeded, the Bank will levy charges to the Customers for each additional SMS sent, according to the LSC.
- 12.1.4.** Information is sent on banking days, from Monday to Friday, between 09:00 and 18:00. The exception is information on card transactions sent by EMAIL/ SMS at the time of their performance, 24 hours a day.
- 12.1.5.** In exceptional cases, when collections cannot be completed by 18:00, the Customer will receive the alerts on the following banking day, within the time interval mentioned above.
- 12.1.6.** The messages received from the Bank are strictly informative and, in the case of inconsistencies, the transactions recorded in the account statement prevail.

12.2. Features of the EMAIL/ SMS ALERTS Service

- 12.2.1.** By paying a subscription, the Customer will benefit from one of the communication methods: Email or SMS. If access to both communication methods is requested, the Customer will pay the equivalent of 2 (two) subscriptions. The subscription is activated/deactivated within 24 hours from completing the specific documentation in the territorial unit.
- 12.2.2.** The EMAIL/SMS ALERTS service includes the following information:
- Alerts relating to collections via payment orders/debit instruments (cheque, promissory note, bill of exchange) and for collections in foreign currency by payment orders \geq RON 100 or the equivalent in foreign currency;
 - Alerts relating to payments via payment orders/debit instruments (cheque, promissory note, bill of exchange)/direct debit and for payments in foreign currency by payment orders \geq RON 100 or the equivalent in foreign currency;
 - Alerts related to Promissory notes/Cheques/Bills of exchange received for payment;
 - Alerts related to paid Promissory notes/Cheques/Bills of exchange;
 - Alerts related to Promissory notes/Cheques/Bills of exchange received for payment and denied;
 - Alerts related to Direct Debit mandates received for payment;
 - Alerts related to paid Direct Debit mandates;
 - Alerts related to Direct Debit mandates received for payment and denied;
 - Alerts related to deposits reaching maturity;
 - Alerts related to debit/credit card transactions at ATMs, POS and on the Internet \geq RON 50;
 - Alerts related to cancellations of debit/credit card transactions at ATMs, POS and on the Internet \geq RON 50 or the equivalent in foreign currency;
 - Alerts related to the funds available in current accounts \geq RON 100 or the equivalent in foreign currency.
- 12.2.3.** The equivalent in foreign currency for the limits set by the Customer in specific forms is calculated at the official NBR exchange rate on the date of the transaction covered by the alert.
- 12.2.4.** Alerts related to the funds available in the account are sent in the morning according to the frequency selected by the Customer, and the rest of the alerts are sent when the transactions are approved by the Bank.
- 12.2.5.** Alerts for card transactions are sent at the time they are carried out. For international card transactions, the alerts will include the amount and currency at the transaction date. No information (alerts) is sent for transfers between the Customer's own accounts.
- 12.2.6.** Customers can customise their subscription to the EMAIL/ SMS ALERTS service in a Bank unit by signing the specific documentation.
- 12.2.7.** The Bank will send no alerts for card transactions carried out offline (transactions allowed by Visa/Mastercard international regulations with certain types of merchants and within certain limits, carried out without prior verification of the card status and of the funds available in the account).

12.3. Charges

- 12.3.1.** The charges for the subscriptions related to the use of the EMAIL/SMS ALERTS service are automatically collected from the Customer's RON and/or foreign currency current account, at the NBR exchange rate valid on the day of collection thereof. The fees for subscriptions are collected monthly from Customers, on the last day of the month for the current month. If a Customer requests the closure of its current accounts or cancels the EMAIL/ SMS ALERTS service during the month, it will be charged the subscription for the entire month, not just for the

period in which the subscription was active, as well as the fees for any additional SMS. The Customer will pay the monthly subscription to the Bank regardless of using or not the service for which he has expressed his option. The subscription charge is due starting with the month of the conclusion of this Convention, regardless of the number of uses of the service and the number of days the service was active during that month.

- 12.3.2.** If the Customer fails to pay the subscription and any charges due for additional SMS messages for a month, due to lack of cash or other reasons, the Bank will be entitled to suspend the provision of information without formal notice or any prior formality. It will be reactivated only after the payment of the debts related to the service to the Bank, based on a written request filed by the Customer with a Bank unit.
- 12.3.3.** The charges for the services provided are specified in the Annex "The Bank's List of Standard Costs - Legal Entities" displayed at the Bank's units and on the web page www.intesasanpaolobank.ro.

12.4. Liability of the parties

- 12.4.1.** Under the signed documentation, the Customer mandates Banca Comercială Intesa Sanpaolo România S.A. to send EMAILS/ SMS messages for transactions made without requiring additional directions.
- 12.4.2.** The Customer bears full responsibility for the correctness of the identification data provided to the Bank based on the service-specific documentation (IBAN codes, card name, surname and first name written on the card, etc.) and for the existence of sufficient funds in the account to collect the monthly subscription and additional costs.
- 12.4.3.** The Bank assumes no responsibility for transmission errors that may occur, unless they are solely due to the Bank's fault.
- 12.4.4.** The Bank is not responsible for any direct/indirect damage caused to the Customer as a result of the use of the EMAIL/ SMS ALERTS service, and the Customer is solely responsible for any risks that may arise from the access to emails and/or SMS messages by third parties and, implicitly, their access to the confidential content of emails and SMS messages received from the Bank, including in the case of loss, theft of the devices the Customer uses to receive communications from the Bank, or in the case of the unauthorised access of third-parties to these devices.

12.5. Term, modification and termination of the terms and conditions for the EMAIL/SMS ALERTS service

- 12.5.1.** The EMAIL/ SMS ALERTS service is activated for an indefinite period of time, starting from the date of accessing it.
- 12.5.2.** The Bank may make changes to these conditions and/or the fees and charges related to the EMAIL/ SMS ALERTS service during its provision, by a 2 (two) months' notice running from the date of notifying the Customer in writing thereabout. If the Customer does not accept the changes communicated by the Bank, the Customer has the right to unilaterally terminate the EMAIL/ SMS ALERTS service until the date proposed for the changes to take effect. If the Bank does not receive an answer from the Customer until the date proposed for the entry into force of the changes, this will be deemed as a tacit acceptance by the Customer of the new contractual conditions. The 2 (two)-month time limit will not apply to contractual amendments imposed by the application of new legal provisions, such amendments being applied according to the date of entry into force of such regulations.
- 12.5.3.** If the Customer wishes to change the mobile phone number communicated to receive the information, the Customer must visit a Bank unit and fill in the documentation for changing the mobile phone number initially indicated, to which the information will no longer be transmitted.
- 12.5.4.** Customers can opt for alerts in addition to those initially selected, to increase the standard amount limit for alerts related to collections and payments in RON/ foreign currency and card transactions, as well as cancel certain options, by completing the specific documentation in a Bank unit.
- 12.5.5.** The service is automatically terminated on the date of ending the relationship with the Bank, without prior or further notices from the Bank.
- 12.5.6.** The Customer can unilaterally cancel the EMAIL/ SMS ALERTS service at any time after activating the service, without incurring any penalty charge or any other fee. The cancellation is only possible if the obligation to pay the subscription in full for the current month and the charges for any additional SMS messages is met. To this end, the Customer will visit a Bank unit and fill in the specific form provided by the Bank.
- 12.5.7.** The Bank can unilaterally terminate the EMAIL/ SMS ALERTS service by a written notice sent to the Customer 2 (two months) before the effective termination date.
- 12.5.8.** The Bank reserves the right to terminate the EMAIL/ SMS ALERT service at any time for the Customer's failure to perform or improper performance of its obligations assumed by the Client through this document, after a written notice sent to the Customer. It will be deemed as

automatically cancelled within the term specified in the notice, without any further legal formality.

12.6. At the Customer's request, the Bank provides information on the EMAIL/ SMS Alerts service by telephone to 0800 800 888 (free, callable from any telephone network in Romania) from Monday to Friday between 08:00 and 20:00.

13. SHARE CAPITAL/FOUNDING ASSETS ACCOUNT

- 13.1.** The Bank may open share capital/founding assets accounts for resident legal entities (its founders) legally required to deposit the minimum share capital/founding assets with a credit institution before acquiring legal personality under the laws in force.
- 13.2.** The Bank will open share capital/founding assets accounts only if submitted in original the documents proving the establishment of the legal entity accompanied by certified copies for this purpose (e.g. articles of association, statute, etc.), as well as documents showing the exact amount and the currency of the share capital/founding assets to be deposited, the method of payment, the founders of the legal entity, the person(s) designated as authorised person(s) to dispose of the funds on the share capital/founding assets account opened with the Bank, as well as his/her/their identification data and specimen signatures.
- 13.3.** After opening the share capital/founding assets account and receiving the appropriate amount from the founders, the Bank will block the funds on the account and will issue a written confirmation of the placement of the share capital/founding assets to the person authorised on the share capital/founding assets account. If, before the establishment under the conditions laid down by law of the entity the share capital/founding assets account is opened for, the founders decide that the entity will not be established, providing proof to the Bank in this regard, only the persons authorised to dispose of the amounts on the account are authorised to dispose of the funds, which will be returned to the founders according to their decision.
- 13.4.** The persons authorised to dispose of the amounts on the share capital/founding assets account cannot authorise other persons to dispose of such account, and the authorised persons can only be replaced with the consent of all the founders of the legal entity.
- 13.5.** The funds in the share capital/founding assets account are not interest-bearing.
- 13.6.** After acquiring legal personality, the legal person (through its founders or directors) will make available to the Bank as soon as possible, in original, the proof of acquiring legal personality and will submit a copy of the establishment document to the registers provided by the legislation in force. Pursuant to these documents, depending on the decision of the competent statutory body of the legal entity, the Bank will either open a current account under the conditions set forth in these GTC (current account in which they will transfer the funds on the share capital/founding assets account), or pay or transfer the funds from the share capital/founding assets account to the current account opened with another bank, and the share capital/founding assets account will be closed in either case.
- 13.7** If, within 1 (one) year from opening of the share capital/founding assets account, the Bank does not receive a confirmation of acquiring legal personality, as well as if, within 30 (thirty) calendar days from the date of receipt of the confirmation of acquiring legal personality, the Bank does not receive a satisfactory order from the competent statutory body of the legal person regarding the use of the funds on the share capital/founding assets account, the Bank may close the account, without providing any reasons or without any other formality, by a 30 (thirty) calendar days' notice calculated from the date of sending a written communication to this effect to any of the authorised persons or founders (to the last address communicated to the Bank). If, during the notice period given by the Bank for closing the account, the Bank does not receive any kind of instruction from the authorised persons or founders with regard to the balance on the account concerned, it will transfer the amounts in question to a collection account, to be accounted for the period established by law, and such amounts are not interest-bearing.
- If the Bank closes the share capital/founding assets account as a result of not receiving within 1 (one) year the confirmation of acquiring legal personality, the closing of the share capital/ founding assets account will also be communicated by the Bank to the institution having the competence to dispose the acquiring of legal personality and the registration of legal persons in the registers provided by law. The communication will be borne by the founders who opened the share capital/ founding assets account, deducting from the funds to be transferred from the share capital/founding assets account to be closed.

14. LETTERS OF BANK GUARANTEE

- 14.1.** At the Customer's request, the Bank may issue a letter of bank guarantee or other form of guarantee in the name or on behalf of the Customer. The issuance of a letter of bank guarantee or of any form of guarantee (including the undertaking of commitments for and in the name of the Customer) requires the observance by the Customer of all the conditions laid down by the Bank.
- 14.2** Where a form of guarantee is issued in the name or on behalf of the Customer, the Bank will make the payment for the non-fulfilment by the Customer of the guaranteed obligations and only at the written

request of the payee of the guarantee. In such situations, the Customer is required to immediately reimburse the Bank all amounts paid by it under the guarantee together with all the costs or expenses incurred by the Bank in relation therewith, and the Bank is entitled to seek remedies against the Customer for full recovery of such amounts.

- 14.3** The Bank is entitled to request at any time appropriate guarantees from the Customer (including the conclusion of special guarantee agreements) if it deems it necessary to ensure the fulfilment of all current and future payment obligations of the Customer towards the Bank, even if such obligations are limited in time, conditioned or not yet due.

15. GUARANTEE

- 15.1.** The Customer is required to maintain, protect and insure any property or other rights lodged in favour of the Bank.
- 15.2.** The Customer will not transfer or encumber in favour of third parties the guarantees lodged in favour of the Bank without its written consent.
- 15.3.** The Customer will submit to the Bank all the necessary documents in order to ensure the validity, management, use, issuance and capitalisation of the guarantee (e.g. copies of public registers, insurance policies, etc.), bearing all expenses in this regard. If the Customer fails to fulfil these obligations, the Bank is entitled to obtain such documents at the Customer's expense. If the Customer does not pay these amounts, the Bank may pursue remedies against the Customer by declaring all the amounts owed as due and payable, starting the legal procedures for recovering the amounts in question.
- 15.4.** If the Customer fails to meet his/her guaranteed obligations, the Bank is expressly authorised to enforce the guarantees lodged in order to properly recover its claims towards the Customer, and such enforcement is at the discretion of the Bank, in compliance with the legislation in force, and the Bank is entitled to select the order of the enforcement. This right of the Bank is irrevocable and extends over the entire period of validity of the business relationship between the Bank and the Customer and even after its termination, if the Customer fails to fulfil his/her obligations towards the Bank, until the full discharge of these obligations.

16. INTEREST AND CHARGES FOR BANKING TRANSACTIONS. GENERAL.

- 16.1.** The Customer will pay to the Bank all costs for his/her banking transactions, as well as all types of related expenses (e.g. charges, duties, etc.). The Bank levies charges, fees and/or expenses as provided in the LSC.
- 16.2.** The Bank will pay the interest according to the type of current account held by the Customer. The interest will be calculated on the account balance at the end of each day and will be transferred to the Customer's current account on the first business day of the following month. The Bank reserves the right to modify the interest, charges, fees and/or expenses according to the market movements, its commercial policy and/ or the specific conditions of the transactions, in compliance with the legal and contractual provisions in force.
- 16.3** Pursuant to these GTC, the Customer expressly authorises the Bank to debit his/her accounts automatically and without notice by all amounts necessary to cover (i) execution expenses, insurance premiums, other costs incurred by the Bank in connection with these GTC, regardless of title; (ii) outstanding charges; (iii) outstanding/penalty interest; (iv) outstanding principal; (v) current charges; (vi) current interest; (vii) current principal, which will be withheld with priority from the cash accounts (in RON and/ or foreign currency) of the Customer, as set forth under the contracts concluded by the parties. If there are several payment obligations of the same kind, the amounts paid/collected will be charged by the Bank in the order decided by it.
- 16.4** The Bank's List of Standard Costs is also available for consultation at the headquarters of the territorial units of the Bank and lists only charges, fees and/or expenses related to the direct contractual relationship with the Customer, without including any expenses generated by the Customer's relationship with third parties. These costs listed in the LSC are related/accessory to the account held by the Customer with the Bank and are borne by the Customer according to the type of package of products and services/ the current account he/she uses.
- 16.5** For Legal Entities, the Bank is entitled to periodically review the costs provided in the LSC, without prior written notice, and the customers can learn the costs charged by the Bank by consulting the LSC available at the headquarters of the territorial units of the Bank and on the Bank's website, www.intesasanpaolobank.ro.
- 16.6** Where the Bank uses the services of third parties, at the Customer's expense, the Bank will communicate to the Customer all the documents certifying such expense, and the latter is required to pay it in full.
- 16.7.** The Customer will also bear other incidental expenses incurred by the Bank as a result of the business relationship with the Customer, including, but not limited to: notary costs, insurance costs, translation costs, postal and telecommunications costs, charged according to the charges of economic operators, unless otherwise provided in the documents signed between the Customer and the Bank. The

Customer expressly authorises the Bank to debit his/her account by all such costs and expenses.

- 16.8.** The payment by the Customer of any amount owed to the Bank will be net of any tax, fee, withholding of taxes or deduction of any nature, current or future.
- 16.9.** The Bank may pay to the Customer interest for the funds available in his/her account(s), according to the valid interest rates and the package of products and services used/the type of account held by the Customer. The Customer can learn the rate of the interest paid for the amounts on his/ her current account or on the account of savings products at the headquarters of the territorial units of the Bank, by calling the Call Centre service at 0800 800 888 or by consulting the official website of the Bank.
- 16.10.** The Bank may modify the interest rates (without any prior notice to the Customer) at any time, according to the market movements, its commercial policy and/or the specific conditions of the transactions.
- 16.11.** The Bank will pay interest for the savings products contracted by the Customer, and it will also be able to pay a certain percentage of interest (reviewable at any time) for the cash on hand held by him/her. The interest paid by the Bank will be calculated using the following formula:
Interest = Capital x [(RD x NZ)/365], where:
Capital - the amount deposited on the calculation interval related to NZ;
RD - annual interest rate expressed as a percentage (%);
NZ - number of deposit calendar days for which the interest is calculated;
Interest calculation basis - Current/365.
- 16.12.** The interest accrued on the Customer's account(s) is subject to taxation at source, unless the law provides otherwise. The Bank will calculate and deduct the amounts in accordance with the legal provisions in force on taxes and charges, as well as with the applicable international provisions, as the case may be. For this purpose, the Customer is required to submit to the Bank the confirmation of his/her tax domicile.
- 16.13.** If the Customer overdraws his/her accounts as a result of transactions, thus going into an unauthorised overdraft, the Bank is entitled to charge interest (starting with the date of the unauthorised overdraft, until its due date). The due date of the unauthorised overdraft is the last calendar day of the month following the one of the unauthorised overdraft. The interest for the unauthorised overdraft is fixed. The interest rate for unauthorised overdraft is provided in the LSC. The Customer thus agrees for the amounts owed as a result of the unauthorised overdraft on the account to be considered as credit granted by the Bank, and this document is an enforceable title for the recovery of these amounts by the Bank. The failure to pay the amounts owed to the Bank also entails informing the Credit Bureau and/or the Central Credit Risk Register, and/or other similar structures, in compliance with the legal provisions in force.
- 16.14.** Except where otherwise provided in separate agreements, the interest and charges will be calculate based on a 365-day year.
- 16.15.** The interest applied will be calculated according to the following calculation formula:
16.15.1. Unauthorised overdraft interest = unauthorised overdraft amount * unauthorised overdraft interest rate * unauthorised overdraft days/365;
- 16.16.** The interest due is calculated as follows (according to the type of interest):
16.16.1. daily for the unauthorised overdraft;
16.16.2. daily for the outstanding amounts, and it is collected directly, without any notification to the Customer or any other formality, and the Customer consents thereto.
- 16.17.** Within the limits and in compliance with the legal provisions, the Bank will withhold any amounts on the Customer's accounts or any amounts to be collected on his/ her accounts, up to the debts due and unpaid by him/her, regardless of the currency of the outstanding and/or withheld amounts, applying the exchange rate used by the Bank on the day of such transaction. If the currency of any such account differs from the currency of the obligations, the Bank is expressly mandated by the Customer to convert the amount of the obligations at the exchange rate used by the Bank (the exchange rate the Bank may use to convert the currency of the obligation into the currency of the account), as well as to debit the respective account with the cost related to the conversion.

17. RIGHTS AND OBLIGATIONS OF THE BANK

17.1. General

- 17.1.1.** The Bank's rights set forth in these GTC are not limiting, and they are supplemented by their ancillary acts and by the legislation in force.
- 17.1.2.** The Bank's failure to exercise any right provided in these GTC or by the applicable law or its late exercise thereof cannot be considered as a waiver by the Bank of such right.
- 17.1.3.** The Bank is entitled to assign, novate or transfer in any way any and all of its rights and/ or obligations under the Framework Contract concluded with the Customer to any other person,

notifying the Customer thereof. The Bank may disclose to any assignee any information on the Customer or provided in the Framework Contract concluded with the Customer.

- 17.1.4.** The Bank expressly reserves the right to refuse/reverse/block for further investigation any collection/payment of the Customer or any use of funds made available to the Customer by the Bank through any product or service in the case of any suspicion of violation of national, international or Group regulations the Bank is required to comply with on restrictions/sanctions applied to certain states, entities and persons or if the Customer performs a transaction which involves: i) counterparties or credit/payment institutions from “at risk” states (such as states subject to embargoes, deemed as insufficiently cooperating in the fight against terrorism and the prevention of money laundering, sanctioned for human rights violations, etc.) or which are/are suspected to be on the lists of designated persons and entities, as published by the competent authorities; ii) goods, within the meaning of the Government Emergency Ordinance no. 202/2008, as amended, on international sanctioning regimes of blocking funds; iii) any activities considered by the Bank “at risk”, and the Bank cannot be held liable for any damages incurred by the Customer in such cases.
- 17.1.5.** In accordance with the applicable international regulations regarding the information on the payer, which must accompany the transfers of funds, in situations where this information is not complete, the Bank reserves the right to suspend the crediting of the payee's account (final recipient of the transferred funds) until obtaining the complete information, as well as the right to return the funds if complete information is not obtained within 5 (five) banking days from the date it is requested by the Bank. The complete information on the payer, for transfers of funds if the payer's payment service provider is located outside the European Community/ European Union, consists of his/her name, address and account number. The payer's address may be replaced by the date and place of birth, the Customer's identification number or his/ her national identification number. In the absence of the payer's account number, his/ her payment service provider replaces it with a unique identifier that allows the transaction to be tracked back to the payer. With regard to transfers of funds for which both the payer's payment service provider and the payee's payment service provider are located in the European Community/ European Union, they must be accompanied only by the payer's account number or a unique identifier which allows tracking the transaction back to the payer. In any of the situations described above, the Bank cannot be held liable for any damages that the payee of the transfers of funds may incur as a result of a delay in crediting the account or of returning the funds.
- 17.1.6.** The Bank is expressly mandated to perform checks, request and obtain any information about the Customer/persons authorised for the business relationship between the Customer and the Bank under these GTC from any competent authority, public register, archive, electronic database or competent body holding such information.
- 17.1.7.** If the Bank suspects any illicit/ suspicious activities on the Customer's accounts, the Bank is entitled to refuse to execute any transactions on the Customer's accounts, without being required to provide the reasons for the refusal to perform this service and without being required to pay any damages arising from the exercise of this right.
- 17.1.8.** The Bank is entitled to verify the observance of the necessary conditions for opening the current account/activating the services requested by the Customer.
- 17.1.9.** The Bank is entitled to request (at the Customer's expense) information, documents, materials and any other records related to the Customer, necessary for reporting, performing transactions for him/her or verifying the information provided by the Customer, his/her management or guarantees lodged by the Customer, etc.
- 17.1.10.** The Bank is entitled to refuse to perform any transactions on the Customer's accounts if it has any suspicions about the persons authorised on the Customer's account(s) or about the powers of attorney submitted, and the Bank cannot be held liable for any damages incurred by the Customer. Furthermore, the Bank will not make any changes related to the persons authorised on the Customer's account(s) (legally authorised persons) if the appropriate documents and records issued by the competent authorities are not submitted to the Bank (including all forms of informing third parties), and the Bank cannot be held liable for any damages incurred by the Customer in the case of such non-submission.
- 17.1.11.** The Bank will notify the Customer's payment incidents to the PIR by a request for registration of the bank refusal, which will also include the bank interdiction statement (as the case may be), and will send to the Customer a summons in this regard, informing him/her about the ban on writing cheques for 1 (one) year starting with the date of registration with the PIR of the major cheque payment incident.
- 17.1.12.** In the statement of the current account provided upon request, the Bank will provide the Customer information on the references for identifying each incoming or outgoing payment transaction, information on the payer/payee - if applicable, the amount of the payment transaction in the currency in which the Customer's payment account is debited/credited, the total price for the payment transaction, and, where applicable, the breakdown of the amounts

included in the total price, the currency date for debiting/crediting the account.

17.1.13. The Bank undertakes to apply appropriate technical and organisational measures to protect the Customer's personal data against accidental or unlawful destruction, loss, modification, disclosure or unauthorised access, in particular if such processing involves the transmission of data within a network, as well as against any other form of illegal processing.

17.1.14. The Bank will notify the competent criminal bodies about any violations of the legal provisions on cheques it detects in the course of its activity.

17.2. Rights and obligations in relation to current accounts

17.2.1. The Bank may open and manage current accounts or any other account expressed in RON and/or currency in the name of its customers in accordance with the legal regulations in force and only if they agree in writing to comply with the Framework Contract.

17.2.2. The Bank may condition the Customer upon opening a current account on his/ her obligation to place a minimum deposit or to maintain a minimum intangible credit balance for the entire duration of the current account; this minimum balance is the one provided in the LSC.

17.2.3. If the Customer reports in writing a processing error, as provided in these GTC, the Bank will correct the payment transactions executed incorrectly or without authorisation, without undue delay.

17.2.4. If the Bank refuses to execute a payment order, the Bank will inform the Customer about such refusal and, if possible, the reasons for such refusal, as well as the procedure for remedying any factual errors that led to the refusal, unless prohibited under national or international regulations.

17.3. Rights and obligations in relation to the I-B@nk Service

17.3.1. The Bank will inform the User about the initiated transactions, by displaying their status via the I-B@nk Service.

17.3.2. The Bank is entitled:

17.3.2.1. to carry out investigations in connection with the data filled in by the User, in accordance with the legal provisions in force;

17.3.2.2. to allow the Customer access to the I-B@nk Service, and, if denied, the Bank is not required to offer explanations on the reasons underlying such denial or to correspond on this matter with the User;

17.3.2.3. to refuse to execute a transaction via the I-B@nk Service if it considers that fraudulent transactions have been carried out, without any legal formality/prior notification;

17.3.2.4. to act in accordance with the legal provisions to recover any damages caused by the fraudulent use of the I-B@nk Service.

17.3.2.5. to set a limit applicable to transactions processed or pending processing, in order to prevent and reduce fraudulent transactions.

The standard value of the applicable daily, monthly or transaction limit is mentioned in the Bank's List of Standard Costs - Legal Entities. The Customer may request the Bank to temporarily increase or decrease the standard daily limit above/below the standard amounts, in one of the following ways: (i) via the I-B@nk Service; or (ii) by filling in the specific form made available by the Bank in its territorial units. The Bank reserves the right to request the Customer to submit supporting documents for the transactions for which limit changes are requested, to update the data and to approve in part or in whole or to reject the request to change the standard trading limits. The Bank will analyse the request and communicate to the Customer its decision in relation to the request, and it will not be required to support its decision. The new trading limits will enter into force on the date communicated by the Bank.

The User can analyse the need to increase the trading limits proposed by the Bank in order to prevent fraud, and he/she will assume the risk of fraud.

17.3.2.6. to apply, at the request of the competent authorities carrying out transactions involving third countries identified in the delegated acts by the European Commission as posing high risk, limits to the transactions carried out via the I-B@nk Service.

17.3.2.7. to apply security measures for maximum benefit to users under minimum risk conditions.

17.3.3. The Bank reserves the right to restrict for a period of time or to interrupt the Users' access to the Internet Banking service for reasonable grounds related to the security of the I-B@nk Service, e.g. (i) the means of authentication and the security of transactions are compromised, (ii) there is information/suspicion regarding fraudulent or potentially fraudulent activities, (iii)

there are identified high risks in relation to the transactions performed (iv) there are required actions to verify the compliance with the legislation applicable to credit institutions, including for the prevention of risks related to money laundering, terrorist financing, non-compliance with international sanctions, (v) any other situations that would generate additional security measures from the Bank. The Bank will make available to the User, after the execution of the transactions, without undue delay, the following information:

17.3.3.1. the reference allowing the User to identify each payment transaction and, if applicable, information on the payee;

17.3.3.2. the amount of the payment transaction in the currency in which the payer's payment account is debited or in the currency used for the payment order;

17.3.3.3. the total amount of the payment transaction and, where applicable, the breakdown of the amounts included in the total amount or the interest borne by the User;

17.3.3.4. the exchange rate used;

17.3.3.5. the currency date of debiting the account or the date of receipt of the payment order.

17.3.4. The Bank is entitled to deactivate the I-B@nk Service if the Customer's accounts become inactive or if the balance of the current accounts is insufficient for debiting the charges related to the service. The I-B@nk Service will be closed/deactivated on the day immediately following the expiry of 3 (three) months from the date of debiting the last charge. The service will be reactivated only upon a written request submitted by the User to one of the headquarters of the territorial units of the Bank, and only after the payment in full of the outstanding charges for the service.

17.3.5. The Bank has the obligation to prevent any use of the I-B@nk Service as soon as it is notified (in writing or by telephone) by the User of the loss or theft of the Token, or of the unauthorised use of the service or of any other unauthorised use of the service. The Bank will not be liable if it is proved that it acted in accordance with these GTC or that the instructions were erroneously transmitted by the User.

17.3.6. The Bank is liable for the amount of the transactions initiated after the User reports the loss/theft/destruction/blocking/compromise/malfunction of the Token or the possibility of there being a copy of it or of the PIN being known by unauthorised persons, provided the User has not acted in bad faith or fraudulently and/or the malfunction has not been knowingly caused by him/her.

17.3.7. The Bank undertakes to execute the transactions requested by the User, based on the data transmitted by him/her via the I-B@nk Service and not to disclose the username, unique identifiers, password or any other similar confidential information to persons other than the User, however in accordance with legal provisions.

17.3.8. The Bank is not required to provide hardware or software services to the Customer.

17.3.9. The Bank is not liable if the User cannot access the I-B@nk Service due to causes not attributable to it; in such case, the relationship between the User and the Bank will be carried out by traditional means (teller, etc.).

17.4. Rights and obligations in relation to cards

17.4.1. The Bank is entitled not to reissue a new Card in the name of the Customer/Holder following the expiry of the Card held by him/ her, and it does not have to provide the reasons underlying its refusal to reissue the card. The Bank reserves the right to destroy the cards blocked at the Bank's ATMs within 30 (thirty) business days if they are not collected by the Cardholder.

17.4.2. If, after the notification sent by the Bank, the Customer/Holder does not come to collect the Card, the Bank is entitled to destroy or close the uncollected cards within 60 (sixty) calendar days from the date of (re)issuance without any other prior notice to the Customer

17.4.3. The Bank is entitled to investigate the authenticity of the data entered in the forms/documents submitted by the Customer, and to take the following measures if the data is erroneous/inaccurate:

17.4.3.1. to block the Card;

17.4.3.2. to include (if applicable) the Card on the card recovery bulletins issued by payment schemes;

17.4.3.3. to register the case in the Register of frauds and fraudulent applications for card issuance.

17.4.4. If there are suspicions of fraud and/or fraudulent transactions have been carried out using the Card and/or the contractual provisions have been violated, the Bank may take the following measures:

17.4.4.1. to refuse to authorise a card transaction;

- 17.4.4.2. to cancel and/or block the Card's access to the current account to which it is attached;
- 17.4.4.3. to refuse to replace the Card or to issue a new one, and the Cardholder will not be exempted from the financial liability for the card transactions already performed;
- 17.4.4.4. to request the blocking of cards issued by the Bank.
- 17.4.5. The Bank may limit the maximum number of daily card transactions and the maximum amount that can be withdrawn daily or monthly, in order to prevent and reduce fraud. Thus, the following may be limited:
 - 17.4.5.1. the maximum amount withdrawn in cash at ATM/ POS;
 - 17.4.5.2. the maximum number of cash withdrawals at ATM/ POS;
 - 17.4.5.3. the maximum number of Internet card transactions;
 - 17.4.5.4. the maximum amount of card transactions at POS in the real or virtual environment, through the Internet.
- 17.4.6. The Bank is entitled to set a monthly limit for Card transactions, which acts as a monthly total of the daily limits on the Card, both for cash withdrawals and for transactions at merchants.
- 17.4.7. The standard amounts of the daily limits and of the monthly limit are set forth in the Bank's List of Standard Costs and can be modified by the Customer according to the provisions of these GTC.
- 17.4.8. The Bank will not be liable for any limitations such as those listed above applied by another accepting bank.
- 17.4.9. The Bank is not liable for the charges levied by merchants for the purchase of goods and/or services accepted by the Cardholder/User or for the fees charged for cash withdrawals at the ATMs of other financial institutions, and these costs are accepted by the Cardholder/User. These charges will be borne by the Owner/User who has accepted the transactions mentioned above.
- 17.4.10. If the Bank reissues or renews a debit card under the conditions specified in these GTC, it may order the automatic transmission of the reissued/renewed card data to third party applications in which the Cardholder/User has entered his/her debit card data (card number, expiry date, CVV2). The Bank is not responsible for the situation in which, although these updates were operated by the Bank, they were not applied by third parties.
- 17.4.11. In order to protect its customers, the Bank may/is entitled to restrict the use of Cards in countries at high risk of fraudulent transactions. The list of these countries will be made available to customers by displaying it on its website and at the headquarters of its territorial units and will be updated periodically, based on information received from international card payment organisations.
 - 17.4.11.1. The restriction only applies to transactions carried out in the real environment (cash withdrawals and payments to merchants), and Internet transactions to merchants in such countries are not restricted in any way.
 - 17.4.11.2. The Bank will be able to contact the Cardholder to request confirmation for the execution of the rejected transactions and to remove the restriction for a certain card if the Cardholder confirms the authenticity of the transactions.
 - 17.4.11.3. If the Customer intends to perform transactions in the countries included in the list of countries with high risk of fraudulent transactions, he/she can request the removal of the usage restriction by calling the Bank or by submitting a written request at the Bank's units.
- 17.4.12. If enforcement (preservation) measures are imposed on the Customer's accounts, the Bank is entitled to block the Card, without prior notice to the Cardholder and without the need for his/her consent, and the Bank will act in accordance with the legal provisions in force.
- 17.4.13. If there is a suspicion of violation of the legislation in the field of preventing and combating money laundering and terrorist financing or if the Customer/Cardholder carries out a transaction (collection/payment) involving counterparties or credit/payment institutions payment from "at risk" states (such as states subject to embargoes, deemed as insufficiently cooperating in the fight against terrorism and the prevention of money laundering, sanctioned for human rights violations, etc.) or which are suspected to be on the lists of designated persons and entities, as published by the competent authorities (e.g. EU, US Treasury, OFAC, etc. list), the Bank assumes no liability for the non-execution of Card transactions, and it is entitled to refuse/reverse any such transaction.
- 17.4.14. In situations deemed as reasoned by the Bank (e.g. the Customer/Cardholder/companies controlled/managed directly or indirectly by him/ her threaten in any way the Bank or the group of entities it is part of with lawsuits or any other actions which, in the opinion of the Bank, may damage its prestige, credibility or image; they bring legal actions against the Bank or the group

of entities it is part of; expose the Bank or the group of entities it is part of to legal actions brought by third parties; create damage or loss of any kind to the Bank or to the group of entities it is part of, etc.). The Bank is entitled to take the following measures:

- 17.4.14.1.** to block/cancel/suspend the use of the Card(s);
- 17.4.14.2.** to refuse to authorise a card transaction;
- 17.4.14.3.** to refuse to issue a new card or to replace it, and the Cardholder will not be exempted from the financial liability for the card transactions performed.
- 17.4.15.** The Bank is entitled to initiate the payment refusal procedure in relation to a card transaction in the following situations:
 - 17.4.15.1.** the transaction cannot be identified by the Bank (transaction performed using a card issued by another bank and sent for settlement to the Bank, etc.);
 - 17.4.15.2.** the transaction was refused for payment by the Cardholder, who filled in a standard form of payment refusal at the Bank's headquarters.
- 17.4.16.** The Bank may take the following measures against the Cardholder who has participated in a significant number of declined transactions:
 - 17.4.16.1.** to reduce the number/amount of card transactions allowed per day;
 - 17.4.16.2.** to increase the mandatory minimum balance to be available on the account attached to the Card;
 - 17.4.16.3.** to suspend the right to use the Card by the Cardholder or to unilaterally terminate the contractual relationship with him/her under the Framework Contract.
- 17.4.17.** The Bank is entitled to act in accordance with the legal provisions for the recovery of damages caused by the abusive or fraudulent use of cards.
- 17.4.18.** The Card will be cancelled and the accounts attached to it will be closed by the Bank only if all the amounts owed to the Bank by the Customer, regardless of their nature, for the Card transactions are fully paid.
- 17.4.19.** The Bank is entitled to recover the amounts owed and uncollected due to the lack of funds available in the Customer's current accounts opened with the Bank, and it will be able to take one or more of the following measures:
 - 17.4.19.1.** contact the Customer to settle amicably the full recovery of the debt;
 - 17.4.19.2.** register the Card in the list of cards prohibited for acceptance if the full recovery of the debt cannot be amicably settled;
 - 17.4.19.3.** unilateral terminate the Framework Contract;
 - 17.4.19.4.** initiate the legal procedures for recovering the amounts owed by the Customer.
- 17.4.20.** The Bank is entitled to register the Card in the list of cards prohibited for acceptance if declared by the Cardholder as stolen or lost, and the Bank is entitled to request the Cardholder to submit a copy of the payment receipt for the purchase of goods and/or services, or for a cash withdrawal, as well as any other documents deemed as necessary for resolving the claims made by him/her regarding the erroneous recording of certain transactions in the account statement.
- 17.4.21.** The Bank is entitled to use (as well as to communicate to the parties involved in the processing) the data on Cardholders and the transactions performed by them, for the proper performance of transactions, as well as to record card frauds in the Register of Card Frauds kept by CCR, in compliance with the legal provisions.
- 17.4.22.** The Bank assumes no liability for the non-execution of Card transactions by a merchant, a financial institution, an ATM of another bank or any other third party as a result of events that cannot be controlled by the Bank.
- 17.4.23.** The Bank is not liable towards the Cardholder for the delayed debiting of transactions if such delay is caused by factors beyond the control of the Bank (delays attributable to merchants or financial institutions with reference to the transmission of transactions for settlement, delays caused by national or international communication failures, etc)
- 17.4.24.** The Bank is required to provide non-stop services for authorising the Card transactions performed by the Cardholder and to provide information on card usage at the request of the Cardholders.
- 17.4.25.** The Bank must not disclose to any other person, apart from the Cardholder, the personalised security credentials related to the card (PIN, password in the relationship with the bank, card number, CVV2/ CVC2 code).
- 17.4.26.** If the Bank is notified of the loss/theft or damage of a Card, it may decide to register the lost/stolen or damaged Card on the card recovery bulletins published by international organisations. The Bank will replace, upon request, the Card notified by the Cardholder as

being lost/ stolen or damaged, and the main Cardholder will pay the card reissuing fee according to the LSC in force at that time.

17.4.27. The Bank is liable for the losses incurred by the Cardholder for making card payments, under the following conditions:

17.4.27.1. for non-execution or improper execution of transactions ordered via the Card, even if they were initiated using terminals not directly or exclusively controlled by the Bank, unless proven that the Cardholder acted fraudulently or in bad-faith;

17.4.27.2. for the amount of the transactions initiated after the Cardholder notifies the Bank about the loss, theft, destruction, blocking, compromise, malfunction of the Card or the possibility of there being a copy of it or of the PIN/ identification code/password being known by unauthorised persons;

17.4.27.3. for the amount of the transactions not authorised by the Cardholder, carried out by using a counterfeit Card or by fraudulent use of the Card number without using the security code (password), as well as for any error or irregularity attributable to the Bank in managing the Cardholder's card account.

17.4.28. The amount of compensation for which the Bank is liable will consist of:

17.4.28.1. the amount of the non-executed or improperly executed transaction and of the interests for the period between the non-execution/improper execution of the transaction and the restoration of the Cardholder's account to the situation before the non-execution/improper execution of the transaction;

17.4.28.2. exempted from this are the cases of non-execution of transactions provided by the legislation in force on preventing and combating money laundering and on the use of the financial-banking system for terrorist financing;

17.4.28.3. the amount necessary to restore the Cardholder's account to the situation before the transaction not authorised by the Cardholder.

17.4.29. Any other subsequent financial consequences and, in particular, those regarding the extension of the damages for which the compensation must be paid are borne by the Bank, in accordance with the legislation applicable to the contractual relationship between the Bank and the main/ additional Cardholder.

17.4.30. The Bank is liable towards the Cardholder for the lost amount and for the improper execution of his/her transactions if the loss or improper execution is attributable to a malfunction of the Card, device, terminal or any other equipment authorised to be used by the Cardholder, provided that such malfunction was not knowingly caused by the Cardholder.

17.4.31. The Bank assumes no liability for any damages caused to the Customer by the Cardholder.

17.4.32. The Bank is required to ensure that appropriate means are available at all times to enable Cardholders to notify the loss, theft, unauthorised use of the Card or any other unauthorised use thereof. The Bank will prevent any use of the Card once such notification has been made.

17.4.33. The Bank is required to keep records of card transactions for a fixed period of time in accordance with the relevant legislation and to make available to the Cardholder, at his/her express request, the records of card transactions.

17.5. Liability

17.5.1. The Bank is liable for the confidentiality of all information on transactions and services offered to the Customer, except for the information provided to the authorities/institutions/persons legally authorised to have access to such information.

17.5.2. The Bank cannot be held liable for transactions carried out by authorised persons, including by means of the Card or of the I-B@nk service, and the Account Holder acknowledges that by granting the authorisation it assumes full responsibility for the transactions carried out on its accounts by the authorised persons. The Bank is liable for the value of transactions not authorised by the Customer, if it is proved that he/ she did not act in bad faith or fraudulently, as well as for any error or irregularity committed by the Bank in managing the Customer's accounts and only up to the actual loss incurred by the Customer.

17.5.3. The Bank cannot be held liable for transactions instructed by the Customer which cannot be performed on his/ her account due to the lack of available funds on the account, data entry errors, illegality of transactions, enforceable orders of enforcement bodies/ competent authorities or lack of supporting documents for the transactions instructed to the Bank.

17.5.4. In all situations in which the Bank is required to verify the authenticity, correct entry, veracity or validity of the documents submitted by the Customer or his/her authorised persons or to translate their content in accordance with these GTC or the conditions for banking transactions, the Bank will be liable only for situations of proven gross misconduct in carrying out these

activities. If the Bank is required to perform the transactions specified above so as to execute the Customer's orders, it may use the services of a third party, at the Customer's expense, and the Customer expressly consents in this respect.

- 17.5.5.** The Bank assumes no liability for the form, accuracy, validity, veracity, correct and complete completion of the documents submitted to the Bank, except in situations where separate agreements provide that such responsibility is expressly assumed in writing by the Bank.
- 17.5.6.** The Bank is not liable for the damages incurred by the Customer as a result of the improper instructions given through the settlement instruments, of the modifications in the decisions ordered after the submission of the documents or of other interventions initiated by the Customer.
- 17.5.7.** The Bank will not be liable for any loss or damage as a result of delays, interruptions, transmission defects, confusion or any other errors arising from the use of mail, telephone, fax, Internet or other means of transmission, transport or telecommunications, and for any loss or damage as a result of errors/interruptions of the technical means ensuring the performance of its services.
- 17.5.8.** The Bank assumes no liability for delays in the execution of services as a result of the submission by the Customer of documents in a language other than Romanian, without certified translation, which the Customer is required to provide at his/her own expense.
- 17.5.9.** The Bank is not liable for losses caused by compliance with the legislation in force, including the criminal legislation.
- 17.5.10.** The Bank is not liable for the consequences caused to the Customer by the interruption of any of the components of the I-B@nk Service and which determined the non-execution/defective execution of some banking transactions, if such interruption is caused by: (i) certain abnormal and unforeseen circumstances beyond the Bank's control, (ii) the actions/inactions of a third party service provider and the consequences of which could not be avoided despite all the endeavours made by the Bank in this regard, (iii) the obligation of the Bank or of another payment service provider to comply with certain mandatory legal provisions, (iv) the use of the I-B@nk Service by a person other than the Customer.
- 17.5.11.** The Bank acts in accordance with the national and international legislation and regulations on trade restrictions/sanctions applied to certain states, entities and persons and also on restrictions on exports of products and technologies that can be used for both civilian and military applications ("dual-use items"). Accordingly, the Bank will not be liable for direct/indirect, material/non-material losses, damages or delays incurred by the Customer or by third parties as a result of the non-execution of the Customer's collections/payments as a result of compliance with national and international regulations and restrictions/sanctions applied to certain entities and persons.
- 17.5.12.** The Bank is not liable and is not required to detect and declare forgeries or any other non-conformities of the Customer's signature or of the persons authorised by him/her, of the stamp or of a transaction document.
- 17.5.13.** The Bank is not liable for:
 - 17.5.13.1.** non-compliance with these GTC by the Customer in the business relationships with the Bank;
 - 17.5.13.2.** any delayed payment by the Bank due to the non-replenishment by the Customer of his/her accounts opened with the Bank or due to late or erroneous orders or settlement documents;
 - 17.5.13.3.** the completeness and accuracy of the data provided to the Bank upon applying for loans, guarantees or other commitments, in RON and/or foreign currency, or whenever such data underlies an analysis for granting a facility;
 - 17.5.13.4.** non-compliance with any obligations assumed by third parties, not entitled to do so, on behalf of the Customer for damages or losses incurred by the Customer as a result of communications not made in a timely manner by third parties.
- 17.5.14.** In all cases, the Bank will not be liable for damages of any kind caused in the course of the business relationship with the Customer, except for its duly proved serious misconduct.
- 17.5.15.** If a payment service user denies that he/she has authorised an executed payment transaction or claims that the payment transaction has not been executed correctly, the Bank will not be required to prove that the payment transaction has been authenticated/ recorded correctly, entered on the accounts, and has not been affected by any technical failure or other deficiencies. Furthermore, in the case of the User's fraud or gross negligence, the burden of proof falls on the User.
- 17.5.16.** If a payment order initiated by the Customer through a Payment Initiation Service Provider

(PISP) is not executed or is executed incorrectly or late by the Bank, the Customer is required to inform the Bank about this event within 5 calendar days from the initiation of the payment order. In this case, the Bank verifies the reasons for the non-execution or improper execution of the payment order and communicates to the Customer the results of the verifications. Where the Bank's fault is ascertained, the Bank will also communicate the remedial procedure. If the Customer fails to inform the Bank within the deadline set, the payment is deemed as properly executed.

18. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

18.1. General

- 18.1.1.** At any time during the contractual relationship, the Customer is entitled to receive, upon request, on paper or on any other durable medium, the clauses of the Framework Contract, as well as any other information on the Bank, use of payment services, costs, interest rate, exchange rate, communication, etc.
- 18.1.2.** The Customer undertakes to acquire and comply with these GTC, the Framework Contract, as well as other contracts concluded with the Bank, legal acts and regulations of the National Bank of Romania in force on the object of the Framework Contract, including these GTC and:
 - 18.1.2.1.** to comply with the characteristics and conditions of the products offered by the Bank;
 - 18.1.2.2.** to notify the Bank in writing of any changes in its personal data as soon as possible after the date of their occurrence;
 - 18.1.2.3.** to inform the Bank about any irregularities of the recorded transactions, immediately after the date of collecting/receiving the statement of account;
 - 18.1.2.4.** to pay the charges, expenses and fees due for the transactions performed/the packages of products and services purchased, and the Bank is expressly authorised to debit his/her accounts with the equivalent amount of such charges/costs;
 - 18.1.2.5.** to perform transactions within the funds available on his/her current account, also taking into account the charges and expenses for the current account and the transactions performed;
 - 18.1.2.6.** to be liable for the legality and reality of the orders given to the Bank for carrying out transactions on its current accounts and to submit to the Bank any document requested for the performance of the ordered transactions.
- 18.1.3.** Under these GTC, the Customer is prohibited to assign in any way his/her rights and obligations to third parties, without the prior written consent of the Bank.
- 18.1.4.** The Customer is required to inform the Cardholder about these GTC and the Framework Contract and to inform him/her about the changes notified to the Customer by the Bank.
- 18.1.5.** For cash deposits/withdrawals, the Customer will attend at the Bank the counting and verification by the Bank's employee of the cash to be deposited or withdrawn and will sign for the receipt of the receipts and any other documents issued by the Bank.
- 18.1.6.** For banking transactions, the Customer is required to submit, respectively to send to the Bank, legible documents, without corrections or cuts, signed by hand (where specified in the text if necessary) and stamped (as appropriate) on a medium which preserves the signature, respectively the stamp, for an indefinite period of time and which does not allow the deletion thereof without damaging the document. The Bank will be entitled to refuse the registration and/or processing of documents that do not comply with the above, and the person who submits such a document to the Bank on behalf of the Customer will be liable for any loss or damage as a result of such refusal. The Customer will submit to the Bank the payment orders or debit instruments using the forms accepted by the Bank. Payment orders/debit instruments/receipts/cashier forms will be signed by the Customer in accordance with the specimen signatures submitted to the Bank and/or confirmed by the agreed authentication methods.
- 18.1.7.** The Customer has the obligation to promptly return to the Bank all unused forms, data carriers and means of communication entrusted or licensed by the Bank for use, as well as any cards and tokens, as soon as the banking relationship between the Customer and the Bank has ended.
- 18.1.8.** The Customer undertakes not to make public and not to use for his/her own needs, contrary to their purpose/use thereof, the information received (regardless of the medium) from the Bank.
- 18.1.9.** The Customer undertakes to satisfy all reasoned requests of the Bank and to make available to it documents, information or any other forms of cooperation that could be important, both for the present and for the future of the business relationships with the Bank.
- 18.1.10.** The Customer is required to notify the Bank in writing regarding any change in the situation of

an authorised person or in the case of any amendment regarding the authorisation to operate on accounts.

18.1.11. The Customer undertakes to communicate to the Bank any change in his/her tax residence or any other such information within 30 (thirty) days of such change (including Tax ID, if available in the country of residence), update requested under the IGA Self certification document, providing to the Bank in this respect any document requested by it.

18.1.12. The Customer undertakes to provide the funds required to carry out the ordered transactions on his/her accounts.

18.2. Rights and obligations in relation to current accounts:

18.2.1. The Customer undertakes to duly fill in all the information requested in the specific forms, depending on the nature of the transfer or of the payment instrument issued.

18.2.2. The Customer undertakes to communicate to the Bank the following information for the correct execution of the payment orders:

18.2.2.1. for transfers in RON: the IBAN of the payee;

18.2.2.2. for transfers within the EEA: a) the name of the payee and b) the IBAN of the payee;

18.2.2.3. for transfers outside the EEA: a) the name of the payee, b) the unique identifier (e.g. IBAN or account number) of the payee, c) the address of the payee or the number of the official personal document or identification number *of the customer or the date and place of birth and d) the BIC/SWIFT code of the payee's bank.*

18.2.3. The Customer undertakes to communicate to his/her partners the correct bank details, as communicated by the Bank, as follows: the unique identifier (IBAN) of the account in the currency of the transaction and the BIC/SWIFT code of the Bank (**WBANRO22XXX**), for the correct execution of the transfers receive.

18.2.4. The Customer undertakes to immediately report to the Bank any lost, stolen, destroyed, cancelled payment instruments.

18.2.5. The Customer undertakes to return to the Bank the cheque forms in his/her possession and/or of his/her authorised persons if a cheque is rejected as a result of a major payment incident on his/her account.

18.2.6. Prior to issuing a cheque, the Customer undertakes to deposit liquid, certain and payable cash on the account in an amount equal to or higher than the amount of the issued cheque, and to maintain the cash available to the bearer of the cheque until collection or expiry of the presentation period.

18.3. Rights and obligations in relation to the I-B@nk Service:

18.3.1. The Customer/User is required to use the I-B@nk Service in accordance with the terms governing its activation and use.

18.3.2. The Customer/User is required not to provide information to third parties about the I-B@nk Service offered to him/her by the Bank, without the prior written consent of the Bank.

18.3.3. The User is required to send to the Bank through the I-B@nk Service clear and correct instructions for the performance of the transactions.

18.3.4. The transactions inputted by the User and not authorised by him/her will not be processed by the Bank.

18.3.5. The Customer is required to inform the Bank by calling the 0800.800.888 telephone number as soon as he/she finds:

18.3.5.1. the loss, theft or destruction of the Token/device on which the mToken application is installed;

18.3.5.2. transactions not initiated/not authorised by him/her;

18.3.5.3. any irregularity or error arising from the management of the account by the Bank;

18.3.5.4. elements creating the suspicion that the user name or PIN code of the Token device may be known by others;

18.3.5.5. malfunctions of the electronic payment instruments or of the Token.

18.3.6. The Customer is required to take all necessary measures to keep the personalised security credentials safe, including by changing the PIN code of the Token if suspected to be known by unauthorised persons.

18.3.7. The Customer undertakes to submit to the Bank all documents or acts provided by law, by the agreement between the parties or requested by the Bank to support the transactions performed or to be performed. In this regard, the Customer undertakes to submit to the Bank

the necessary documents within 10 (ten) calendar days from the date of the transaction. Failure to comply with this obligation entitles the Bank to suspend the I-B@nk Service or to automatically terminate the contractual relationships under these GTC and the Framework Contract, without other formalities and without the intervention of courts.

- 18.3.8.** Starting with the date of activation of the service under the Framework Contract, the User assumes the risks and all the consequences of the Internet transactions performed by using the I-B@nk Service at his/her order.
- 18.3.9.** The Customer will request the Bank to cancel/modify any of the rights granted to the designated Users, to add or revoke the Users.
- 18.3.10.** The Customer is fully responsible for the correctness and legality of transactions carried out through the I-B@nk Service and is responsible for the manner in which third parties use the service, if they have been authorised at his/her request, bearing all losses caused by them. All transactions performed by the User are binding for the Customer.
- 18.3.11.** The Customer will bear the losses caused by any unauthorised transactions as a result of the loss or theft of the Token, or, if the Customer has failed to keep his/her personalised security credentials safe, the losses as a result of the unauthorised use of the I-B@nk Service before the notification to the Bank under these GTC. The losses incurred by the Customer can amount to no more than EUR 150 (one hundred and fifty) or the equivalent in RON. The Customer will bear all losses related to any unauthorised transactions if such losses are due to fraud or wilful or negligent non-compliance with one or more of his/her obligations in relation to the use of the I-B@nk Service in accordance with these GTC, and, in such cases, the amount of no more than EUR 150 (one hundred and fifty) or the equivalent in RON does not apply. The Customer will bear losses of up to EUR 50 (fifty) or the equivalent in RON on the date of the unauthorised transaction if the User has not acted fraudulently or has unlawfully violated his/her obligations under these GTC. The Customer will bear no financial consequences as a result of the use of a payment instrument which was lost, stolen or used unlawfully after notification in accordance with these GTC, unless he/she has acted fraudulently.
- 18.3.12.** The Customer is liable for keeping the identifiers and the Token safe and undertakes not to dispose of them.
- 18.3.13.** The Customer is entitled to request the blocking/unblocking of the access to the I-B@nk Service by submitting a written request at any territorial unit or by calling Intesa Sanpaolo Call Centre at the telephone number 0800.800.888.
- 18.3.14.** The Customer is entitled to contest in writing any transactions he/she does not recognize, and the Bank will initiate a specific investigation in this regard, and will provide an answer with the findings of such investigation within 15 business days. If, for reasons independent of the Bank, the answer cannot be provided within 15 business days, the Bank will send a provisional answer and will return with a final answer within 35 business days from the filing of the dispute.

18.4. Rights and obligations in relation to cards

- 18.4.1.** The Cardholder is entitled to make card transactions in Romania or abroad, within the limit established by the Bank for each card and in compliance with any trading limits established by the Customer for the card issued in the name of the Cardholder.
- 18.4.2.** The Cardholder is entitled to receive free consultancy from the Bank on how to use the cards.
- 18.4.3.** In the case of loss, theft, destruction of the Card or in the case of expiry thereof, the Cardholder is entitled to have the Card and PIN replaced and will pay the reissuing fee, in accordance with the LSC in force at that time.
- 18.4.4.** The Customer is entitled to request the cancellation of the Card, by means of an express application submitted to the Bank.
- 18.4.5.** The card is the property of the Bank, and the Customer/Holder is required to return it immediately, at the request of the Bank, in the situations provided in these GTC.
- 18.4.6.** Upon the release of the Card and the PIN, the Cardholder is required to confirm, under signature, the receipt thereof.
- 18.4.7.** The Cardholder is required to sign on the back of the Card upon receiving it.
- 18.4.8.** The Cardholder is required to do all the diligence to ensure the security of the Card and the secrecy of the PIN code, in order to prevent its knowledge by third parties, as follows:
 - 18.4.8.1.** he/she will keep the Card and will not disclose the specific identification information (Card number, expiry date, etc., CVV2/CVC2 code) to any other person (not even to the Bank's employees);
 - 18.4.8.2.** he/she will not give the Card or PIN code to any other person;
 - 18.4.8.3.** he/she will destroy the envelope received from the Bank containing the PIN code, after memorising it;

- 18.4.8.4.** he/ she will urgently notify the Bank if the PIN envelope was not sealed upon receipt;
- 18.4.8.5.** he/ she will ensure that, during the card transactions, the Card remains under his/her strict supervision, and he/she will not allow other persons to see the PIN when entering it;
- 18.4.8.6.** he/ she will not record the PIN code in a form that can be easily recognized, in particular, on the Card or on another object he/she keeps with the Card.
- 18.4.9.** The Cardholder is required to use the Card and to perform card transactions in accordance with these GTC, as well as with the legal provisions in force.
- 18.4.10.** The Customer is not entitled to know the PIN code of the Cardholder.
- 18.4.11.** The Customer is liable for all transactions performed by the Cardholder he/ she designated, both being jointly and severally liable to the Bank for the use of the Card.
- 18.4.12.** The Cardholder is required to take all measures to ensure the security of the Card in order to protect it against theft, loss or damage and to comply with the special provisions of these GTC regarding the theft or loss of the Card; he/ she must also take all necessary measures to prevent the use of the Card by unauthorised persons
- 18.4.13.** If the Card is blocked in its ATMs, the Bank returns the Card to the Cardholder after verifying his/her identity, based on the report establishing the causes of the card capture, if the request is made within 30 days from the date of blocking.
- 18.4.14.** If the card is blocked at the ATMs of other banks, the Bank will try to recover the card, depending on the policy of the Bank such ATM belongs to.
- 18.4.15.** The Cardholder is required to notify the Bank via the Call Centre at 0800.800.888/ InfoCard 0040372712194, numbers available 24 hours a day, as soon as he/she finds the following:
 - 18.4.15.1.** the loss, theft, damage, destruction, counterfeiting or blocking of the Card (due to incorrect entry of the PIN code three times in a row or due to the malfunction of an ATM);
 - 18.4.15.2.** unauthorised or fraudulent transactions on the personal account;
 - 18.4.15.3.** any error or irregularity arising from the management of the account by the Bank;
 - 18.4.15.4.** elements raising the Cardholder's suspicions regarding the possibility of the Card being copied or the fact that the PIN code/password might be known by third parties;
 - 18.4.15.5.** Card malfunctions, including if the access codes received are incorrect.

Loss/theft of the 3D Secure Token and/or the device on which the mToken Card application is installed if it is suspected that other persons might know the security credentials (PIN card, password, etc.).
- 18.4.16.** Following the emergency request to have the Card blocked made via Call Centre 0800800888/ InfoCard 0040372712194, numbers available 24 hours a day, the Cardholder is required to go as soon as possible to the Bank to complete the specific form and, if necessary, to be issued a new Card.
- 18.4.17.** If the Cardholder has not acted fraudulently, he/she bears no financial consequences arising from the use of a lost, stolen, unlawfully used card in any of the following situations:
 - 18.4.17.1.** the loss, theft or unlawful use of a payment instrument could not be detected by the Cardholder/User before a payment was made;
 - 18.4.17.2.** the loss was caused by an action or inaction of an employee, agent or branch of a payment service provider or outsourced entity;
 - 18.4.17.3.** after the notification made according to Article 18.4.15;
 - 18.4.17.4.** if the Bank does not require strong customer authentication;
 - 18.4.17.5.** if the Bank does not provide the appropriate means to notify at any time an lost, stolen or unlawfully used instrument of payment
- 18.4.18.** The Cardholder will bear any loss caused by unauthorised transactions occurred as a result of the use of the lost or stolen Card or, if the Cardholder has failed to keep the security credentials secure, until the time of notification to the Bank in accordance with the above clauses of these GTC.
- 18.4.19.** The Cardholder/ User will bear any loss arising from unauthorised transactions as a result of the unauthorised use of the 3D Secure Token or of the Card mToken application, the loss or theft of the 3D Secure Token or of the device on which the Card mToken application is installed until the Bank is notified according to the clauses of these GTC.
- 18.4.20.** The Cardholder/User bears any loss generated by unauthorised transactions as a result of the

unauthorised use of the Card data (card number, expiry date, CVV2/ CVC2) the Cardholder entered in specific third party applications. If the Cardholder/User does not want the Bank to automatically update the card data in the third party applications in which he/she entered this data, the Cardholder must request the Bank to not update automatically the card data. The request will be sent by email, from the email address communicated by the Cardholder/User as contact data in the Bank's forms, to the email address of the Bank, respectively: customersupport@intesasanpaolo.ro.

- 18.4.21.** If the Cardholder has not acted fraudulently or he/she has unwilfully violated his/her obligations under these GTC, the Cardholder will incur losses of up to EUR 30 (thirty) or the RON equivalent.
- 18.4.22.** In the event that these losses will result following to fraud or wilful non-observance or gross negligence with regard to one or more of the Cardholder's obligations in relation to the use of the Card, in accordance with these GTC, the Customer will bear the entire damage caused. The Customer/Cardholder's liability is ascertained taking into account, in particular, the nature of the personalised security credentials of the card and the situations in which it was lost, stolen or unlawfully used.
- 18.4.23.** After the notification of the Bank, in accordance with these GTC, the Customer/ Cardholder will not bear any financial consequences as a result of the use of a lost, stolen or unlawfully used Card, except when he/she has acted fraudulently, or has wilfully or gross negligently breached one or more of its obligations under these GTC.
- 18.4.24.** The Cardholder is required to return the Card to the Bank as soon as possible if he/she finds the Card after informing the Bank of the Card loss/theft, and this Card can no longer be used.
- 18.4.25.** the Cardholder is required to immediately return the Card to the Bank in any other situation leading to the termination of the contractual relationships between the two parties.
- 18.4.26.** The Customer/Holder is required to keep the receipts of all transactions, as well as other documents attached to the transactions performed, in order to verify the statement of the current account and to resolve any disputes.
- 18.4.27.** The Customer/Holder is required to verify the transactions recorded in the statement of account received and to inform the Bank of any omission or error found.
- 18.4.28.** After completion (already in the settlement mechanism), an initiated card transaction cannot be cancelled by the Cardholder. In this sense, the Cardholder is required not to cancel an order that he/she gave via the Card.
- 18.4.29.** the Cardholder is required to notify the Bank of any unjustified refusal to accept the Card by the accepting merchants or by any banking unit.
- 18.4.30.** From the cash available in RON or EUR on its current account, the Customer is required to bear the amount of RON or foreign currency transactions, including the charges and fees generated by these transactions, by applying the exchange rate charged by the Bank for card transactions on the transaction settlement day. On the transaction settlement date, based on the settlement report sent by the Card Organisations, as well as on the information provided by the Bank, the Customer's account will be debited by the amounts needed to cover the amount of transactions, and the charges and fees related thereto. Any conversion will be carried out at the exchange rate used by the Bank on that day and provided in the LCS. The Cardholder is required to accept for settlement, from the current accounts opened in his/her name, all the transactions performed using Cards issued in the name of the additional Cardholders, in compliance with the contractual and legal provisions in force.
- 18.4.31.** The Customer is required to compensate the Bank for any damages, losses or expenses incurred by it as a result of the violation of these GTC or after ascertaining the Customer's financial liability for the payment refusal.

18.5. Liability

- 18.5.1.** The Customer will be held liable if his/her inappropriate business behaviour or conduct causes damage (including image-related) to the Bank.
- 18.5.2.** The Customer bears full liability towards the Bank for the authenticity, accurate, full and precise completion and the terms of subscription of the data and documents specified in all agreements concluded with the Bank or related to current banking transactions or for the use of all transfers/ payments/ transactions performed by the Bank in his/ her name and on his/her behalf and/or at his/her order, including the use of any credit taken out with the Bank.
- 18.5.3.** The Customer is automatically in default, without notification and without any other formalities, by simply failing to fulfil the obligations assumed within the time limits and under conditions stipulated in these GTC, as well as in the Framework Contract concluded with the Bank.
- 18.5.4.** The Customer bears full responsibility for losses caused by the provision of incorrect or misleading data to the Bank, for losses due to its negligence or to the actions of third parties,

including its authorised persons, as well as in cases where the Bank has incorrectly identified the Customer's signature and stamp and no serious negligence in its activity has been proven.

18.5.5. The Customer is liable for any infringement of the Bank's copyright.

19. EXPRESS AUTHORISATIONS

- 19.1** In accordance with these GTC and under them, as well as with the Framework Contract concluded with the Bank, the Customer expressly authorises the Bank to open the current account/ activate the service(s) requested by it by means of specific forms/ documents/ contracts and to debit the its account(s) (regardless of currency) by the amounts owed to the Bank for any reason, including by the charges indicated in the LSC (related to the type of account held by the Customer) or any enforcement expenses or unauthorised overdraft etc. which can be automatically collected by the Bank from the Customer's accounts, the acceptance of these GTC being an express authorisation from the Customer for such debiting.
- 19.2** In all cases, the Bank may exercise this right, without being bound by it, even if the amounts in these accounts have been deposited with the Bank for a certain period, and the term has not expired, and the Bank will not be liable for any damages as a result of exercising these rights.
- 19.3.** The Bank will be able to offset the active balances of the accounts opened in the name of the Customer, regardless of their type and currency, for settling any payment obligations, in order to offset any certain, liquid and payable claims of the Customer towards the Bank, with priority over any other obligation to third parties. If the Bank holds several certain, liquid and payable claims against the Customer, they will be offset by the Bank in the payment order provided in these GTC. The Bank will be in no case liable towards the Customer for any damages as a result of the exercise of the aforementioned rights.
- 19.4.** By accepting and assuming these GTC, the Customer expressly authorises the Bank to participate on its behalf on the foreign exchange market for the purchase or sale of foreign currency or the conversion from one currency to another, as well as for the early cancellation of term deposits placed by the Customer with the Bank.

20. TERM OF THE CONTRACTUAL RELATIONSHIP BETWEEN THE CUSTOMER AND THE BANK

- 20.1.** The Framework Contract between the Customer and the Bank, as well as these GTC are concluded for an indefinite period.
- 20.2.** These GTC enter into force from the date the Customer contracts the first product and/or service and will be valid for the entire period in which the Customer receives/uses the products or services made available by the Bank, until the date of termination of the last product and/or service provided by the Bank to the Customer under the Framework Contract.
- 20.3.** The clauses related to the products mentioned in these GTC will apply in the contractual relationship between the Customer and the Bank only if the Customer expressly requests such products at the date of signing the specific forms/ documents/ contracts or later or constituted the products in question through Internet Banking service.

21. TERMINATION OF THE CONTRACTUAL RELATIONSHIP BETWEEN THE CUSTOMER AND THE BANK

- 21.1.** The Bank and the Customer can terminate the legal relationship arising from the establishment of the business relationships at any time, without the need to provide reasons for such a decision.
- 21.2.** These GTC may be terminated unilaterally by any Party with prior written notice, as follows:
- 21.2.1.** The Customer will send the Bank the notification 30 (thirty) days before the termination date;
 - 21.2.2.** The Bank will send the Customer the notification at least 30 (thirty) days before the termination date.
- 21.3** If the Bank has issued to the Customer a debit card linked to his/her current account, the current account can only be closed after 30 (thirty) days from the return of this card to the Bank and the settlement of all transactions performed using such card.
- 21.4.** The Bank reserves the right to automatically terminate the Framework Contract concluded with the Customer and implicitly these GTC, without prior formal notice, without the intervention of courts, without prior notice and without any other formalities (forfeiture clause), whenever the Customer violates one or more obligations assumed under these GTC or in any of the following situations:
- 21.4.1.** the Bank receives negative information on the Customer's reputation or if the Customer has a disrespectful attitude towards the Bank or towards the Bank's officials;
 - 21.4.2.** The Customer has carried out or is trying to carry out fraudulent actions against the Bank or any of its Customers, or has caused damages or losses (current, potential, image-related, etc.) to the Bank or members of the group of entities the Bank is a part of;

- 21.4.3.** The Customer has taken or has intended to take legal action against the Bank, or members of the group of entities the Bank is a part of, or has exposed the Bank or the members of the group of entities the Bank is a part of to legal action by third parties;
 - 21.4.4.** The Customer has provided false or distorted information to the Bank, has not submitted the documents or information requested by the Bank, or if the Bank has information or suspicions that the Customer has carried out or intends to carry out operations that fall under the anti-money laundering legislation;
 - 21.4.5.** The Customer and/ or the authorised person, individuals, have died or have been placed under an interdiction;
 - 21.4.6.** The Customer and/or the authorised person, legal entities, have been declared bankrupt or have been dissolved, merged or divided;
 - 21.4.7.** A part deemed as significant by the Bank of the Customer's activities were suspended, transferred or ceased.
- 21.5** In all termination cases provided by these GTC and the Framework Contract, the Bank will automatically close the current accounts and any other product/service held by the Customer, with the proviso that these GTC and the Framework Contract produce legal effects until full repayment of all the payment obligations of the Customer to the Bank, including the submission of the Card, token or any other forms to the Bank, regardless of the manner in which the payment is made (payment on its own initiative, amicable recovery, enforcement, etc.).

22. ACCOUNT CLOSING

- 22.1** The closing of a current account can be initiated at any time by the Customer or by the Bank or as a result of the expiry of the term for which it was opened. The necessary condition that must be fulfilled when closing a current account is the prior settlement of all present and/or future obligations of the Customer towards the Bank, as well as of the obligations assumed by the Bank towards the Customer. When the current account is closed, all the other accounts of the Customer opened with the Bank will be closed as well. The current account can be closed at the written request of the Customer submitted to the Bank, with 30-days' notice. If the Bank has issued in the Customer's name a debit card linked to his/her current account, the current account can only be closed after a period of 30 (thirty) days from the return of this card to the Bank and the settlement of all transactions performed using this card.
- 22.2.** The Bank may close a current account or any sub-account thereof without providing any reasons, with a two-months' notice from the date of sending to the Customer a written notification to such effect, also informing the Customer, where appropriate, of the manner in which the balance will be handled.
- 22.3.** The Bank reserves the right to automatically close on its own initiative, immediately and without notice, the current account of a Customer, without any formal notice, without the intervention of the courts and without any formalities (forfeiture clause), whenever the Customer violates one or more contractual obligations towards the Bank, based on a simple written notification sent by the Bank to the Customer.
- 22.5** If the accounts are not used for 6 (six) months (except for the transactions initiated by the Bank's) and if the balance is less than EUR 10 (ten) (or the equivalent in RON), the Bank may close these accounts with a two-months' notice from the date of sending to the Customer a written notification in this respect, and, after making the necessary settlements, if the balance is positive on the current account, the Bank will handle such amounts in accordance with the written instructions given by the Customer.
- 22.6** In any case, if, during the notice period communicated by the Bank for closing the account, the Bank receives no instructions from the Customer with regard to the balance on the current account, the Bank will transfer the amounts in question to a collection account, to be accounted for the period established by law, such amounts being not interest-bearing. In all cases where an account is closed, the time-limit in which the Customer can request the refund of the credit balance of such Account at the date of its closing is the special limitation period which starts from the date when the account closure notification is deemed as received by the Customer, in accordance with the provisions of the "Notifications" article of these GTC.
- 22.7.** The documents submitted by the Customer on the date of opening the account (current, share capital/founding assets, etc. account), on the date of updating his/her identification data, those submitted together with the transactions through the Bank or any other documents requested by the Bank, will not be returned to the Customer upon closing the account.
- 22.8.** These GTC will govern the mutual relationships between the Customer and the Bank, even after the closing of the Customer's current account.

23. PLACE OF OPERATION. CUSTOMER IDENTIFICATION. DELEGATION

- 23.1.** The headquarters of the Bank or of its territorial units is the place of operation within the business relationships between the Bank and the Customer, the building where the Bank's services are carried out (branches/ agencies/ representative offices/ places of business) and which provide services to the Customer. All legal relationships between the Customer and the Bank are subject to Romanian laws even in the event of a possible litigation taking place abroad.
- 23.2** If the territorial unit of the Bank the Customer has initiated business relationships with is closed or in any other justified cases, the relationships with the Customer will be carried out through another territorial unit of the Bank, and the Customer expressly authorises the Bank in this respect.
- 23.3** In the event of a merger, division or total/partial transfer of the Bank's activities to another institution, the Bank will be entitled to transfer the contractual relationships with the Customer to the institution that will assume (in whole or in part) the Bank's obligations, and the Customer expressly consents thereto.
- 23.4.** For transactions performed "in person", the Bank is entitled to verify, according to its own procedures, the identity of the Customer or of the persons authorised by him/her, based on the original identification document and/or other official documents requested by the Bank.
- 23.5.** The Customer's access to banking services that require the remote identification of the Customer, for carrying out transactions through the Bank, is allowed under the Framework Contract.
- 23.6.** The Bank may refuse to perform any kind of transaction if the Customer or the persons authorised by him/her insist on remaining anonymous, refusing to have their identity verified by the Bank. The Bank will treat in a similar way the cases in which the person in question cannot provide proof of his/her identity according to the requirements set forth by the Bank.
- 23.7.** The Bank is entitled to individualise a number of documents or information to be requested from the Customer or persons authorised by him/her so as they provide proof of their identity according to the requirements of the KYC legislation in force applicable at the place of operation, respectively to determine whether the person is "in a special relationship" with the Bank, if he/she is part of a "group" or if he/she represents "a single debtor" to the Bank.
- 23.8** In carrying out banking transactions, the Bank will compare the signature of the Customer and/or the persons authorised by him/her against the specimen signatures made available to the Bank by them when opening the account, respectively on the occasion of any subsequent changes.
- 23.9** If, according to the legal provisions in force, the Customer is identified by a stamp imprint, such an imprint will be submitted to the Bank in the form of a specimen, in addition to the specimen signatures, upon the opening of the current account, respectively on the occasion of any subsequent changes. In carrying out the banking transactions, the Bank will also compare the stamp imprint applied on the documents related to the transactions against the specimen previously submitted by the Customer.
- 23.10** The Customer may grant a third party a power of attorney to carry out banking transactions in his/her name and behalf. Such authorisation can be granted either at the place of operation, by signing in front of the Bank's operator in compliance with the relevant legal provisions, or by a special power of attorney (certified, as the case may be) in the case of legal entities.
- 23.11** If a power of attorney is valid for a limited period of time, it becomes null and void from the time it expires, unless the Customer has previously revoked it in writing. If the power of attorney does not provide a term or is not granted for an indefinite period, its validity ceases after 3 (three) years from the date of granting, the date from which the authorised person will no longer have operating rights on the account. A power of attorney granted for an indefinite period of time will be deemed as valid by the Bank until the Customer expressly revokes it in writing. A certified power of attorney can only be revoked under a certified document. In order to be binding towards the Bank, any revocation of the power of attorney/mandate will be registered with the Bank.
- 23.12** The Customer bears full responsibility for the losses incurred by the Bank if he/ she or one of his/ her authorised persons was legally incapacitated at the time the transaction was performed by the Bank.
- 23.13.** By acquiring the clauses of these GTC, the Customer understands that any communication with the Bank by telephone may be recorded, and expressly consents thereto and accepts that such recordings may be "prima facie" evidence of the telephone orders given to the Bank.
- 23.14.** The Bank may communicate any kind of information about products, services, etc. offered to the customers, either by displaying at the place of operation, or by posting on its website or by any other means at its disposal in accordance with the legal provisions in force.
- 23.15.** In all cases, the Bank presumes that the Customer is in possession of the information communicated according to the above, that he/she has acquired it, agrees with it, except for the situations in which the Customer expressly opposes in writing.

- 23.16.** If the documents for the Bank's transactions provide amounts expressed in letters which do not match the same amounts expressed in figures, the Bank is entitled not to carry out/process the transactions related to these documents or to carry out/ process the transaction taking into account the amounts expressed in letters.
- 23.17.** The Bank will only accept instructions from the Customer or the persons authorised for this purpose by him/her. Any order received or any authorisation granted can be cancelled or modified in compliance with the legal provisions and the cut-off times and will not be binding for the Bank until the receipt of a written notification from the Customer in this sense.
- 23.18.** For security reasons, the Bank reserves the right, without being required to do so, to request in writing to the Customer (at his/her expense), the confirmation of any order or instruction received by telephone, fax, email or other electronic means from him/her or the persons authorised by him/her, before their execution, and the Customer is required to confirm in writing to the Bank the accuracy of such an order or instruction. If such an order or instruction is not confirmed in writing by the Customer or the persons authorised by him/her, the Bank is not obliged to execute it, and it cannot be held liable for any damages or losses arising from such non-execution.

24. NOTIFICATIONS

- 24.1.** The Bank and the Customer will notify each other of any event, fact, omission, mistake or error that occurs in their relationship and will respond as soon as possible to any question asked by each other on these issues.
- 24.2.** Any request, notification, approval or communication by the Customer to the Bank with reference to the Framework Contract will be in writing, in Romanian, and will be sent to/registered with the headquarters or email address of the Bank's territorial unit provided in the specific forms or the address indicated on the Bank's website as belonging to the territorial unit the Customer has open accounts with. Any such correspondence will be deemed as effective on the date of confirmation of receipt, provided that such correspondence is received by the Bank prior to 16:00 on a business day, otherwise it will be deemed to have been received on the next business day. Exempted from this rule is the correspondence on payment services to which the cut-off time applies. Any requests, notifications and communication by the Customer to the Bank will be valid if they contain correct identification data (name, headquarters address, VAT Reg. No., etc.) and if it matches the identification data declared by the Customer to the Bank.
- 24.3.** Any correspondence, regardless of its name, by the Bank to the Customer with reference to the Framework Contract will be in writing, in Romanian, according to the nature and purpose of the correspondence, in one of the following ways: (i) delivered in person (the receipt of the notification by a delegate is deemed as a delivery in person as well), (ii) simple/registered letter, (iii) email, (iv) SMS, (v) Internet Banking service, Virtual Inbox (if the Customer receives this service), (vi) statement of account (vii) display at the headquarters of the territorial unit of the Bank or (viii) the official website of the Bank. The Bank may post notices on the services offered (changes to existing services, new services offered to Customers, etc.) at the Bank's ATMs as well. Any such correspondence will be deemed as effective at:
- the date of delivery if handed to the Customer or to one of the persons authorised by him/her;
 - the date of sending the message (phone, email, statement of account, SMS);
 - the date on the "acknowledgment of receipt" if sent by registered letter or on the date indicated on the envelope, index for the correspondence sent without acknowledgment of receipt;
 - 3 business days by mail and, where post office/ couriers' services are used, the term guaranteed thereby if sent in Romania and 5 business days by mail if sent abroad;
 - the date of posting the message in the I-B@nk messaging service or on the official website of the Bank or at the ATM.
- 24.4.** The Bank is not liable for the consequences of delays and/or loss of correspondence, or for any damage or other errors that may occur during the shipping, if such delays, losses, damages and errors are not attributable to it.
- 24.5.** The Bank will take into account the most recent mail/email address and the most recent mobile phone number notified by the Customer. In the absence of a notification by the Customer in order to update the contact data the Bank will send any type of communication to the contact data provided by the Customer at the beginning of the business relationship.
- 24.6.** The Customer is informed in the case of a suspected or actual fraud or in the case of loss of confidentiality of the personalised security credentials via secure channels managed by the Bank: I-B@nk messaging service, Call Centre, territorial units, etc.

25. APPLICABLE LAW SETTLEMENT OF CONFLICTS AND DISPUTES

- 25.1.** These GTC and the Framework Contract concluded with the Customer are governed by and interpreted according to the Romanian law, and they observe the legal regulations in force on banking, personal data processing, the fight against cybercrime, the rules on the mandate, any legal rule governing the

foreign currency discipline, and the law on the prevention and sanctioning of money laundering, as well as establishing measures to prevent and combat terrorist financing.

- 25.2.** Any dispute between the parties will be settled amicably or, if not possible, by the competent courts in Bucharest, unless the legal provisions in force set forth the exclusive jurisdiction of other courts. However, this clause will not limit the Bank's right to choose another court to settle disputes between the parties, in accordance with the legal provisions.
- 25.3.** Acting as a plaintiff, the Bank will be able, if necessary, to submit the dispute for settlement not only before the Romanian courts, but also before foreign courts that have jurisdiction over the Customer.
- 25.4.** If any of the provisions of the Framework Contract or the contracts specific to certain services/products provided by the Bank is or becomes at a certain time illegal, invalid or unenforceable, according to the applicable law, all the other clauses remain unaffected and valid.
- 25.5.** Any complaint filed by the Customer regarding the quality of the services provided by the Bank or the defective fulfilment or non-fulfilment of the Bank's obligations will be analysed by the Bank and an answer will be sent to the Customer within a reasonable time; the Customer will be notified of the measure taken as provided in Article 23 Notifications. If the Customer is not satisfied with the measures taken by the Bank, an amicable settlement will be sought and, if such settlement is not possible, the legal provisions in force will be observed.
- 25.6.** The original supporting documents/excerpts from the Bank's records archived with the Bank in the Customer's file underlie alone the settlement of disputes regarding the contractual relationships between the Bank and the Customer and will serve as "prima facie" evidence in the relationship with the Customer, subject to proof to the contrary brought by the Customer.
- 25.7.** With regard to any disputes concerning the payment services provided by the Bank, the Customer may refer the matter to the National Agency for Fiscal Administration, located in 17th Apolodor St., Sector 5, Bucharest - 050741 or by telephone: 0040-21-387.10.00; 0040-21-310.68.20; 0040-21-387.11.10, as well as to the National Bank of Romania, the Bank's Supervisory Authority, seated in 25th Lipsicani St., Sector 3, Bucharest, Cod 030031, Tel: 4-021-313 04 10 or 4-021-315 27 50. For the settlement of any disputes/litigations, the Customer is entitled to apply to the dispute resolution body - CSALB, seated in Str. Sevastopol, Nr. 24, Et. 2, Sector 1, Bucharest, Tel: 021 9414, email: office@csalb.ro or website: www.csalb.ro, as well as the right to apply to the competent courts in Romania.

26. FORCE MAJEURE AND UNFORESEEABLE CIRCUMSTANCES

- 26.1.** Force majeure events and unforeseeable circumstances, as defined by law, exempt from liability the party claiming them. Force majeure events are all the circumstances that occur after the conclusion of these GTC and the Framework Contract and which consist of external events, unpredictable, absolutely invincible and unavoidable, in accordance with the Romanian legislation. Unforeseeable circumstances are events that cannot be predicted or prevented by the person who would have been called upon to respond if the event had not occurred, in accordance with the Romanian legislation; The party claiming force majeure events/unforeseeable circumstances must notify the other party in writing, within 5 (five) days of the date of such events/circumstances.
- 26.2.** The Bank is not liable for non-fulfilment of any obligation if this situation is the direct or indirect result of circumstances beyond its control or capacity (force majeure events).
- 26.3.** Force majeure events/unforeseeable circumstances automatically suspend the obligations of the parties during their existence.
- 26.4.** If the force majeure events/unforeseeable circumstances prevent one of the parties from fulfilling the contractual obligations for a period longer than 30 (thirty) days, either party is entitled, in the absence of another agreement, to terminate these GTC, by a notification to the other party, without claiming damages.
- 26.5.** Force majeure events or unforeseeable circumstances do not exempt the Cardholder from liability, as he/she remains bound to the Bank until the full repayment of all debts under these GTC and the Framework Contract.

27. GTC AMENDMENT

- 27.1.** Any amendment of these GTC will be notified to the Legal Entities by the Bank by displaying at the headquarters of the territorial units of the Bank and on its website.

- 27.2** If the Customer notifies in writing the Bank, before the date set for the application of the amendments, that he/she does not agree with the proposed amendments, the Customer can unilaterally terminate these GTC and the Bank cannot charge any unilateral termination costs. Otherwise, the Bank will automatically implement the new contractual amendments or will be able to automatically terminate, immediately and without prior notice, these GTC agreed with the Customer, except in cases where the Customer has debts, the latter being required to pay them in full.
- 27.3.** If the Bank does not receive from the Customer a written notification before the date set for the implementation of the amendments by which he/she expressly declares that he/she does not agree with the amendment of the Framework Contract, it is considered that the Customer has tacitly accepted the new contractual conditions.
- 27.4.** The new versions of any of the above-mentioned documents replacing in whole or in part the previous documents will be sent to the Customers upon request, by displaying them in the territorial units of the Bank and/or on the Bank's website.
- 27.5.** The Customer may not claim towards the Bank's ignorance of the Framework Contract or of the legislation and regulations in force on lending, settlements and other services provided by the Bank.

28. FINAL PROVISIONS

- 28.1.** The enforceable titles issued for the current accounts of the Customers in the cases and under the conditions provided by law (an attachment order or other preservation order on the account ordered by the competent judicial authority or a state body or any competent body according to law) are enforced by the Bank within the limits of the funds available on the Cardholder's current account, without his/her prior acceptance.
- 28.2.** The Framework Contract is completed with the regulations of the National Bank of Romania and by the applicable legislation in force.
- 28.3.** The Framework Contract is an enforceable title and is subject to the provisions: GEO no. 99/ 2006 on credit institutions and capital adequacy, Law no. 287/ 2009 on the Romanian Civil Code, Law no. 209/ 2019 on payment services and amending some legal acts, and to any legal acts applicable to this legal report.
- 28.4.** In these GTC, all the provisions that refer to the "obligations" of the Customer, the term Customer means both the Customer - account holder, and any other persons authorised by him/her to operate on his/her account. Any reference to the Cardholder's obligations concerns both the Customer and all Cardholders.
- 28.5.** A customer can only own one package of products and/or services from those offered by the Bank according to the LSC.
- 28.6.** The Bank and the Customer expressly agree that the documents uploaded and/or attached through the Secure Channel, signed by qualified electronic signature, have the same evidentiary value as the original documents on paper, signed by hand. The Bank and the Customer assume full responsibility for the correctness of the data, information, documents attached in the Secure Channel and signed by qualified electronic signature, and this clause is the agreement of the parties on proof, as per Article 256 of the Code of Civil Procedure.
- 28.7.** As other services are implemented by the Bank, they will be made known to its customers by displaying on the Bank's website, www.intesasanpaolobank.ro, by advertising materials, displaying at the headquarters of the territorial units of the Bank or by electronic means of communication (internet, email, SMS, etc.).
- 28.8.** This Framework Contract is governed by the Romanian law. The parties understand and expressly agree that they will not apply in the contractual relationships the provisions contained in Title III and Title IV, respectively Articles 141, 171 (except (b)), 172, 179 (1), 182, 183, 212, 213 of Law no. 209/2019 on payment services and amending some legal acts, unless expressly provided otherwise in this Framework Contract. The Bank and the Customer, through this Framework Contract, declare that all the related clauses and contractual documents were the object of direct negotiation and that they represent, in the form and content in which they are signed, the understanding of the parties and the result of equal and unblemished negotiation.
- 28.9.** These GTC were drafted in Romanian and were handed to the Customer on the date of signing the Application for establishing a business relationship and accessing banking products/ services.

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