



TECHVENTURES  
BANK

# GENERAL BUSINESS CONDITIONS

APPLICABLE TO INDIVIDUALS

April 14, 2026

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## CHAPTER I – THE CLIENT'S RELATIONSHIP WITH THE BANK

### A. Scope

These General Business Conditions (hereinafter referred to as the "GBC"), together with the legislation in force, the regulations of the European Union, the regulations of the National Bank of Romania, domestic and international banking customs and practices, transposed into the internal regulatory framework of the Bank, set out the general legal framework governing the relationship between TECHVENTURES BANK S.A. (hereinafter referred to as the "Bank"), a Romanian legal entity, with registered office in strada Popa Tatu, nr. 62A, Tronson A, spațiu birouri A2, 1st District, Bucharest, Romania, having order no. in the Trade Register J2009003215400, Unique Registration Code RO25263452, LEI Code 529900HO7D9PZWCL4924, registered with the Register of Credit Institutions under no. RB-PJR-40-067, certified by the ASF [*Financial Supervisory Authority*] under no. 13/28.03.2019, and each of its natural person Clients (hereinafter individually referred to as the "Client").

### B. Legal Nature. Interpretations

1. The legal relationship between the Bank and the Client is governed by these GBC. The GBC shall be supplemented (where applicable) with documents specific to each type of product or service (contracts, documents, forms, lists of rates and fees provided by the Bank).
2. If any clause of these GBC is incompatible with any other clause in another contract or document signed between the Client and the Bank, the clause in that contract or document shall prevail, except for any clause in these GBC which clearly states otherwise.
3. At any time during the contractual relationship, the Client has the right to request and receive, upon request, on hard copy or on any other durable medium, information on the provisions of the GBC, as well as specific information and conditions for the products and services offered by the Bank.
4. The terms used in these GBC have the meaning specified in the section entitled "Definitions".
5. Any reference made to the Bank herein shall be understood as also including any of its branches.
6. Any reference made to the Client – natural person, herein, shall be deemed to be made to any of their successors.
7. Anywhere within the GBC and/or within every contract and/or other document, and unless the context requires otherwise, the plural shall include the singular and vice versa, as applicable.
8. A reference to any contract or other document issued by the Bank, or that the Bank is a party in, or a reference to any legal provision shall also include any amendment, supplement, or restatement thereof.
9. The Bank may periodically amend, for various reasons, these GBC, contracts, or specific documentation. Changes shall be communicated to the Client in the manner referred to in CHAPTER IV, letter D. Notifications, at least two months before their proposed effective date.

- 10.** Unless the conditions of a particular service or product do not allow this, if the Client does not agree to the amendment or supplement of the clauses contained in these GBC and/or of specific contracts or documents, they shall be entitled, before the date when such amendment or supplement becomes effective, to terminate the contract, free of charge, by submitting to the Bank a written request in this regard. The Client understands and accepts that, if the account records debts, it will not be closed until such have been paid in full.
- 11.** The Client's failure to terminate the GBC and/or specific contracts and/or documents by the proposed effective date of changes in the manner referred to in CHAPTER IV, letter D, Notifications shall be deemed as tacit acceptance of such changes.
- 12.** The specific legal provisions with binding effect in relation to banking services and products shall apply as a matter of priority, to the extent that such differ from those agreed upon between the Bank and the Client.
- 13.** The Bank shall not be liable to the Client for any delay or deficiency of a third party (including, without limitation: intermediary banks, agents, notaries public, bailiffs, etc.) in fulfilling their duties in relation to the Bank.
- 14.** Each of the rights granted to the Bank hereunder and/or under specific contracts concluded between the Bank and the Client may be exercised by the Bank taking into account the terms of exercise and taking into account the other rights or obligations incumbent on the Bank pursuant to any other agreement, any other guarantee or law.
- 15.** In executing the instructions placed by the Client, the Bank shall show maximum diligence, putting the interests of Clients first. The Bank shall be liable for deficiencies in the execution of the orders placed by the Client, to the extent that such deficiencies are caused by the Bank's fault and within the limit of the actual amount lost by the Client.
- 16.** The Bank shall not be liable for damages suffered by the Client during the course of the Bank-Client relationship, except for the cases where such damages are due to gross negligence or willful failure to fulfill obligations by the Bank.
- 17.** The Bank shall not be held liable for losses or damages whatsoever incurred directly or indirectly by the Client as a result of the failure to grant a credit facility or failure to fulfill the obligation of making the credit facility available thereto, as a result of an error or delay in the instructions given by the Client or as a result of other facts/acts thereof.
- 18.** The Bank shall not be liable to the Client for losses caused by force majeure, including, without limitation: nationalization, expropriation, currency restrictions, measures of bodies with regulatory powers, including, without limitation, any agency, government body, National Bank of Romania (NBR), labor disputes among the Bank's staff or other entities involved in the transactions performed by the Bank on behalf of the Client and whose services are used by the Bank, boycotts, international conflicts, violent or armed actions, acts of terrorism, riots, as well as unpredictable natural events with adverse effects.
- 19.** The Bank shall not be held liable for losses of payment orders that were not caused by its fault.
- 20.** If any provision of the GBC and/or of each contract and/or of each commitment/document concluded between the Bank and the Client is or becomes at some point null, invalid or unenforceable

under the applicable law, the legality, validity and enforceability of the remaining provisions shall not be affected or prejudiced.

21. The business relationship between the Client and the Bank through its branches may be carried out routinely during the opening hours. Besides the opening hours, the Bank may be contacted by the Client under the conditions of CHAPTER IV, Point D. Notifications.

### C. Definitions

The terms and expressions below have the following meanings:

**"3D Secure"** – security standard developed by Mastercard (Mastercard Identity Check), and VISA (Verified by VISA), respectively, providing the Card User with the possibility to prevent attempted fraud by adding an additional security filter, consisting of the strict authentication of the Card User.

**"Acceptance (Receipt) of Payment Order"** – the procedure whereby the Bank recognizes as valid a payment order received for execution.

**"ATM"** – bank teller machine intended to perform operations by means of a card such as: cash withdrawals, transfers of funds, payments, obtaining information on the status of accounts and any other operations performed by means of a card.

**"Authentication"** – the procedure allowing the Bank to verify the identity of a Card User, depending on how a certain payment instrument is being used, including its personalized security elements.

**"Strong Client Authentication"** – authentication that is based on the use of two or more elements included in the category of knowledge (aspects known only to the Card User), possession (something that only the Card User possesses) or physical aspects of the person (biometric characteristics of the person), which are independent, in the sense that failure to fulfil one element does not compromise the reliability of the other elements, the structure of elements designed so as to protect the confidentiality of the Card User's credentials.

**"Payment Operation Authorization"** – the payer's agreement to execute the payment operation.

**"Bank"** – TECHVENTURES BANK S.A., both its head office and any of its branches.

**"Payment Beneficiary"** – expected recipient of the funds covered by a payment operation.

**"Beneficial Owner"** – any natural person(s) who ultimately owns or controls the Client and/or the natural person(s) on whose behalf a transaction, an operation or an activity is being conducted directly or indirectly, as defined by Law No. 129/2019 on the prevention and combating of money laundering and terrorism financing, as further amended.

**"BIC"** (Business Identification Code) – unique identification code of the Bank.

**"Fund Freezing"** – preventing any transfer, access to or use of funds in any manner that could cause a change in their volume, nature, location, owner, possession, destination or another change that would allow the use of funds, including portfolio management.

**"Card Blocking/Unlocking for Online Transactions"** – card feature providing the card users with the possibility to manage the access for performing online transactions.

**"Braille"** – a tactile reading and writing system designed for blind or visually impaired persons, based on combinations of raised dots arranged in six-dot cells. Each combination represents a letter, a number, a punctuation mark, or a specific command.

**"Debit Card"** – electronic payment instrument, in RON or EURO, issued by the Bank under the Mastercard or VISA logo, with national and international use, associated with the Client's current account, whereby the card user has access to the liquidities in the current account attached to the card.

**"Main Card"** – card issued on the name of the holder of the current account attached to the card.

**"Additional Card"** – card issued on the name of a natural person, other than the holder of the current account attached to the card, set out in the Card Issuance Application, authorized based on the written consent expressed by the Client (holder of the current account that the card is attached to) to use the existing liquidities in the current account with attached card by using an additional card, distinct from the main card belonging to the account holder.

**"Special Categories of Data"** – for example, data on racial or ethnic origin, political opinions, religious beliefs, trade union membership, genetic data and biometric data (processed for the purpose of uniquely identifying a natural person), data concerning health, data on sexual orientation, as well as any other data defined or deemed as such by the applicable regulations or guidelines.

**"Receipt"** – the document issued at the time of initiating a transaction performed at the ATM/POS, reflecting the operation performed by the Card User.

**"Client"** – resident or non-resident natural persons, with whom the Bank does business with or with whom it carries out other operations of a permanent or occasional nature. A Client of the Bank is any person with whom, in performing its activities, the Bank negotiated a transaction, even if such transaction has not been completed, as well as any person who benefits or has benefitted in the past from the Bank's services.

**"Dormant Client"** – the Client in a situation where all their current accounts are dormant.

**"CVC/CVV Code"** – 3-digit code, written on the back of the card, which can be used to perform transactions on the Internet, and mail order/telephone order transactions, respectively.

**"Client Code"** – a unique Client identifier, assigned and used by the Bank to identify a Client in its own records.

**"Unique Identification Code"** – the code based on which the Bank executes the transfers, consisting of: the IBAN code of the beneficiary, the BIC code/name of the beneficiary's bank, surname and first name of the beneficiary.

**"Consent of the Data Subject"** – any freely given, specific, informed and unambiguous indication of the data subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data relating to him or her. Consent may be expressed by a handwritten signature, a qualified electronic signature (within the meaning and under the conditions of the applicable law), written on a consent document, or by specific electronic means provided by the Bank, the use of which is regulated by the documentation related to the service concerned.

**"Consent to Perform a Transaction"** – the irrevocable consent given by the Card User to perform a transaction, each time they perform one of the following operations:

entering the PIN code or signing the POS receipt or actually using the card for transactions without user verification method or entering the CVV/CVC code, 3D Secure password or customized security elements/identification password for transactions that do not require the physical presence of the card or the proximity of the card with contactless technology to a POS terminal compatible with such technology, or approaching this card into the area of action of such device or other secure method of expressing Consent, according to the international regulations on card payments, in force at the time such transaction is performed.

**"Account"** – bank account opened in the Bank's records on the name of the Client, in which the Client's cash liquidities are highlighted, including the amounts made available by the Bank, if applicable.

**"Current Account"** – account opened or to be opened, in the Bank's records, on the name of the Client, and which is always a payment account.

**"Current Account with Attached Card"** – current account type account, opened with the Bank on the name of the Client, having attached the card issued under the Card Agreement, whereby banking operations allowed according to the contracted characteristics (financial and non-financial) can be performed, and in which all operations performed by the card issued under the Card Agreement will be highlighted.

**"Payment Account"** – account held on behalf of one or more payment service users, and used for the execution of payment operations.

**"Payment Account with Basic Features"** – payment account offering the possibility to perform the following types of services:

- (a) services enabling all operations required for opening, operating and closing a payment account;
- (b) services enabling funds to be placed on a payment account;
- (c) services enabling withdrawals within the European Union, from a payment account, at a bank counter or ATMs, during or outside the Bank's opening hours;
- (d) execution of the following payment operations within the European Union: (i) direct debits; (ii) payment operations by a payment card, including online payments; (iii) credit transfers, including standing orders, as applicable, at bank terminals, counters and through the Bank's online facilities.

**"Dormant Account"** – current account through which no payment operations, including collections, have been performed for a period of 12 consecutive months, except for the debiting operations carried out by the Bank in relation to the bank fees/charges corresponding to products and services and, as

applicable, the crediting operations of interest subsidized by the Bank.

**"Security Credentials"** – customized security features that the Bank requires the Client or card user to use in order to (a) access the account via online banking channels (Internet Banking, Mobile Banking) and (b) authorize a transaction on the Client's account. Security Credentials can be: a personal identification number (PIN), a password, a one-time passcode (3D Secure access code), biometric data, etc.

**"CRS" (Common Reporting Standard)** – the global standard for the automatic exchange of financial information between countries. The global standard for the exchange of financial information and the multilateral agreement for the automatic exchange of information were initiated by the OECD (Organisation for European Economic Co-operation) and the European Commission. Romania provides the legal framework by transposing the European provisions into the Fiscal Procedure Code that entered into force on January 1, 2016 and which establishes the Bank's obligation to collect and report to ANAF (National Agency for Fiscal Administration) the information provided by the CRS and FATCA agreements. All provisions regarding CRS and FATCA in these GBC shall be supplemented with the provisions of the Fiscal Procedure Code.

**"Value Date"** - the reference date used by the Bank to calculate the interest related to the funds debited from or credited to the payment account.

**"Biometric Data"** – personal data resulting from specific technical processing relating to the physical, physiological or behavioral characteristics of a natural person, which allow or confirm the unique identification of that natural person, such as facial images or dactyloscopic data.

**"Personal Data"** – any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**"Unauthorized Overdraft"** – exceeding the available balance (the Client's own liquidities) in the Current Account with attached card, arising as a result of performing transactions that the accepting bank processes and then sends for settlement, without checking the available amount on the payment instrument (by submitting an authorization request to the issuing bank) – such as, without limitation: border crossing points, access fees for bridges, highways or in case of card transactions made in a currency different from the account currency, and which are settled through international channels.

**"Recipient"** – any natural person or legal entity, public authority, agency or other body to whom data are disclosed, regardless of whether such are third parties; public authorities to which data are communicated under a special investigative power shall not be deemed recipients.

**D.G.E.P. - General Directorate for Persons Records**, a public institution under the authority of the Ministry of Internal Affairs, responsible for maintaining population records.

**"Statement of Account"** – the document containing all information on the operations performed in the current account (transactions performed by the Client, taxes, fees, charges, interest, etc.).

**"FATCA" (Foreign Account Tax Compliance Act)** – regulation of the USA (United States of America), transposed into the Romanian law in accordance with the provisions of the Agreement concluded between Romania and the USA, ratified by Law No. 233/2015. According to them, US taxpayers, including those residing or operating outside the USA, are required to report direct or indirect holdings of financial assets outside the USA. The same reporting requirement is also laid down for credit institutions holding assets on behalf of US taxpayers.

**"Funds"** – banknotes and coins, scriptural money and electronic money, as defined by the legislation on the activity of issuing electronic money.

**"IBAN" (International Bank Account Number)** – unique account identifier used internationally to identify a specific Client's account opened with a financial institution.

**"CRS Information"** – data and information on the tax status of the account holder Client, as regulated by the Fiscal Procedure Code.

**"Payment instrument"** – any customized device and/or any set of procedures agreed between the payment service user and the Bank, used by the payment service user to initiate a payment order. In this category, the Bank includes payments made by the Client by card and Internet Banking/Mobile Banking.

**"Proxy"** – natural person, having full exercise capacity, mandated to act for and on behalf of the Client at the Bank, within the limits of the mandate granted, according to the applicable law or the decision of a specialized body.

**"List of Rates and Fees"** – document containing the list of rates and fees charged by the Bank for the services provided and the products offered to Clients.

**"Family Members of the Publicly Exposed Person"** – a) the spouse of the publicly exposed person or his/her concubine/the person with whom he/she is in relations similar to those of spouses; b) children and spouses or their concubines, persons with whom children are in relations similar to those of spouses; c) parents.

**"Data Controller"** - natural person or legal entity, public authority, agency or other body who, individually or with others sets personal data processing purposes and means. Towards the Client, as well as towards other data subjects in relation thereto, whose data are processed in the context of the relationship between the Bank and the Client, the Bank has, mainly, the capacity of data controller.

**"Payment Operation"** – action initiated by the payer for the purpose of depositing, transferring or withdrawing funds, regardless of any subsequent obligations between the payer and the payment beneficiary.

**"Cut-Off Time"** – time by which the Bank receives payment orders to be considered received and settled on the current day.

**"Payment Order"** – instruction given by the payer to the Bank, requesting the execution of a bank transfer.

**"International Card Organization"** – international financial institution (Mastercard or VISA) whose scope of business is the issuance of cards, through issuing banks, members of the payment system. The main function of these institutions is to handle the proper operation of the transfer systems behind card acceptance – merchants accepting cards issued under the Mastercard/VISA logo, issuing bank and accepting bank connect through the payment system network of these organizations, so that payment operations may be carried out successfully.

**"Static Password"** – a password defined by the cardholder/user for the authorization of online payments, used together with the 3D Secure code received via SMS at the telephone number declared to the Bank.

**"PEP" (Publicly Exposed Person)** – natural person who exercises or has exercised important public functions.

***Important public functions*** refer to:

- (a) heads of state, heads of government, ministers and deputy ministers or secretaries of state;
- (b) members of parliament or similar central legislative bodies;
- (c) members of the governing bodies of political parties;
- (d) members of supreme courts, constitutional courts or other high-level courts whose decisions can be appealed only by extraordinary means of appeal;
- (e) members of the governing bodies of the courts of auditors or members of the governing bodies of the boards of central banks;
- (f) ambassadors, charges d'affaires and senior officers in the armed forces;
- (g) members of boards of directors and supervisory boards and persons holding management positions of autonomous administrations, predominantly publicly owned undertakings and national companies;
- (h) managers, deputy managers and members of the board of directors or members of the governing bodies within an international organization.

None of the categories referred to in let. a)-h) includes persons who occupy interim or lower positions.  
**"Execution Period"** – term calculated from the moment of acceptance (receipt) of the payment order, depending on the currency and destination of the payment, by which the transferred amount reaches the beneficiary's bank account.

**"Processor"** – natural person or a legal entity processing personal data on behalf of the data controller. Processors are mainly the Bank's subcontractors.

**„Data Subject"** – identified or identifiable natural person whose personal data are processed by the Bank.

**"Persons Known as Close Associates of Publicly Exposed Persons"** – a) natural persons known as beneficial owners of a legal entity, of an entity without legal personality or of a legal construction similar thereto together with any of the publicly exposed persons, or as having any other close business relationship with such person; b) natural persons who are the only beneficial owners of a legal entity, of an entity without legal personality or of a legal construction similar thereto, known as established in the *de facto* benefit of one of the publicly exposed persons.

**"Designated Individuals and Entities"** – state governments, non-state entities or persons subject to international sanctions.

**"PIN related to the Card"** (PIN - Personal Identification Number) – a personal identification code related to a card, strictly confidential, consisting of four digits, assigned by the Bank, as the issuing institution, individually to a Card User, set and subsequently changed, exclusively by the latter, to allow their identification before executing instructions given by using the card in an electronic environment and for authorization of transactions performed by the Card User using electronic terminals such as ATMs or POSs requesting the entry of the PIN.

**"Contactless Payment"** – card payment performed at a POS terminal, without physical contact between the card and the terminal, via the contactless technology available both on the card, and at the POS terminal.

**"Contact Payment"** – card payment performed at a POS terminal, based on physical contact between the card and the terminal, by inserting the card into the dedicated slot, and reading the card information on the chip, respectively.

**"Payer (Payment Service User)"** – person who issues a payment order in their name and/or on their

own account in favor of a receiving Client.

**"Personal Data Processing"** – any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, by automatic or non-automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**"Payment Service Provider"** – institution providing payment and collection services on behalf of its Clients, payers and/or beneficiaries.

**"Receipt of Payment Order"** – procedure whereby the Bank acknowledges that a payment order has been submitted to it in order to check its authenticity, accept and execute it.

**"Payment Reference"** – combination of numeric or alphanumeric characters communicated to the Client by the Bank for the purpose of identifying the payment operation.

**"Legal Representative"** – natural person having the capacity of parent/guardian/legal guardian/curator/special curator and who has the right and obligation either to conclude civil legal acts for and on behalf of a Client without civil capacity of exercise, or to assist a Client with limited legal capacity in the conclusion of legal acts, and, if applicable, obtain authorization from the guardianship court for the performance of operations.

**"Person Lacking Legal Capacity"** – a minor who has not reached the age of 14 or a person subject to special guardianship.

**"Person with Limited Legal Capacity"** – a minor who has reached the age of 14 and an adult who is subject to judicial counseling.

**"SANB"** – a service aimed at increasing the security of banking transactions by displaying the (partially truncated) name of the payment beneficiary based on the IBAN entered by the payer.

**"International Sanctions"** – restrictions and obligations concerning the governments of certain states, non-state entities or natural persons or legal entities, adopted by the United Nations Security Council, by the European Union, by any other international organizations (including the U.S. Department of the Treasury's Office of Foreign Assets Control or OFAC and the State Department), or by unilateral decisions made by Romania or by other states for maintaining international peace and security, preventing and combating terrorism, ensuring respect for human rights and fundamental freedoms, developing and strengthening democracy and the rule of law, and fulfilling other purposes in accordance with the objectives of the international community, international law and European Union law. In particular, International Sanctions are aimed at freezing funds and economic resources, trade restrictions, restrictions on operations with dual-use goods and technologies and with military products, travel restrictions, transport and communications restrictions, diplomatic sanctions or sanctions in the technical-scientific, cultural or sports fields.

**"Qualified Electronic Signature"** – qualified electronic signature accepted by the Bank, which meets the validation requirements laid down by 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, and is based

on a valid Qualified Digital Certificate (not revoked/not suspended) at the time the signature is affixed.

**"SEPA"** (Single Euro Payment Area) – the euro area where there are no differences between domestic and cross-border payments in Euro, and where Clients can make and receive payments in Euro within the European area.

**"Signature Specimen"** – handwritten signature of the account holder, of the proxies affixed on the documents used in the relationship with the Bank and kept in its records.

**"SWIFT"** (Society for Worldwide Interbank Financial Telecommunication) – the organization performing transfers of electronic funds between banks.

**"Contactless Technology"** – technology embedded in debit cards, allowing the performance of fast transactions by simply approaching the card to a special terminal accepting such payment (POS, ATM, etc.), without the need for the authentication/strong Client authentication of the Card User up to a certain limit of amount/number of transactions, variable depending on the card issuer, the merchant where the transaction is initiated and the country where the transaction takes place, according to the international regulations on payments with cards issued under the Mastercard and VISA logo, respectively, and the applicable law. If the value of the contactless transaction initiated exceeds such amount limit, the authentication/strong Client authentication of the Card User will be required. The strong Client authentication of the Card User will also be required if the cumulative value of consecutive contactless transactions made without strong Client authentication in the EEA (European Economic Area) Area exceeds the limits set by the applicable law. The strong Client authentication of the Card User for a contactless transaction will reset the cumulative calculation of previous consecutive contactless payments.

**"Sanctioned Territory"** – any country, territory, government subject to a sanctioning regime prohibiting or restricting the transfer of funds, goods or economic resources, an embargo, a freezing of funds and economic resources.

**"Specific Terms and Conditions"** – specific contract concluded between the Client and the Bank for a particular banking product or service.

**"POS Terminals"** – electronic devices specially designed for recording and making payments at the point of sale, such as, for example, those used by merchants.

**"Account Holder"** – any natural person Client who enters into business relationships with the Bank, to whom the Bank assigns the Client code, opens accounts and performs operations according to the orders issued by the Client.

**"Commercial Transactions"** – operations performed through the Card as follows:

- (a) transactions performed at commercial premises for the payment of goods and services through POS terminals;
- (b) transactions ordered via the virtual environment – internet (online) for the payment of goods, services, as well as other types of operations (for example, top-up transactions).

**"Country of Tax Residence"** – the country where, for tax purposes, a natural person is subject to taxation according to the criteria laid down in the law of such country. The Bank shall consider that the country of tax residence of the natural person is the one mentioned in the official identity document, passport or any other proof of identity document submitted by the natural person. Exceptions: if the natural person communicates a country of tax residence other than the one entered

in the official identity document, passport or any other proof of identity document submitted, the country of tax residence will be proven by the natural person by submitting a certificate of tax residence issued by the tax authority/authority competent under the law of such country to issue these documents. Should this certificate not be submitted, the Bank shall consider as the country of tax residence, the country that issued the official identity card, passport or other proof of identity document.

**"Card User"** – natural person, holder of a main or additional card.

**"Card Validity"** – period during which the card issued by the Bank can be used, i.e., from the date of its issuance until the last calendar day of the month written on the front of the card (MM/YY - month/year).

**"Bank Business Day"** – the day during which the Bank receives, accepts or refuses the execution of payment operations.

## **D. Personal Data Processing**

### **1. Information Note on the Processing of Personal Data**

**1.1.** The information on the processing of personal data detailed by the provisions of this section shall be supplemented at any time with other notifications provided by the Bank, including, without limitation: "Information Note on the Rights under Regulation (EU) 679/27.04.2016 on the Protection of Personal Data" handed to the Client and also available on the Bank's website at [www.techventures.bank](http://www.techventures.bank), under the section entitled "Data Protection", specific information notes on the processing of personal data carried out in the context of certain products and services offered by the Bank, for example, the information note on data processing in the Credit Bureau system provided when requesting a loan, the information note via Internet Banking, mobile phone apps, applications/processes for opening online accounts/packages of products and services, at ATMs, at the Bank's locations, during phone calls with and/or without human operator, etc.

**1.2** Requirements of Art. 13-14 of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation - "GDPR"), shall be deemed to be validly performed, and shall become effective as of the date of communication of the GBC to the Client, without the need for the agreement of the latter with the content of the notification. However, the Client/data subject may exercise at any time the rights granted by law regarding the processing of their personal data, according to the document "Information Note on the Rights under Regulation (EU) 679/27.04.2016 on the Protection of Personal Data" and/or "Policy on the Processing, Protection and Privacy of Personal Data" (Privacy Policy). Furthermore, the Client has the right not to be subject to a decision based solely on automatic processing, should the Bank perform such operations. In order to obtain any clarifications or support regarding the exercise of these rights in relation to the Bank, the Client may contact the Data Protection Officer (DPO) within the Bank, via e-mail at: [dpo@techventures.bank](mailto:dpo@techventures.bank). The change of contact details shall be notified to the data subjects through the Bank's web page [www.techventures.bank](http://www.techventures.bank), or within the Bank's branches.

**1.3** The provisions related to privacy, processing of personal data and liability of the parties shall

continue to be effective even after the termination of the GBC, in compliance with the applicable legal regulations on these matters.

## **2. Context of Personal Data Processing**

The Bank mainly processes personal data in order to render services and provide financial and banking products, in order to carry out a prudent and healthy banking activity, observing in this regard the regulations and commitments that it is a party to, as well as the codes of conduct, industry customs and standards, including the requirements of Regulation No. 679/2016, as well as other applicable regulations on data processing and protection.

**2.1.** The personal data processed by the Bank belong to data subjects, such as: The Client, legal representatives, conventional representatives or proxies of the Client, beneficial owners, co-debtors, guarantors, additional users, contact persons, as well as family members thereof, natural persons whose data are provided in the documents made available by or for Clients, Client's legal or conventional successors, other persons using or benefiting in any way from the Bank's services, non-Clients individuals (persons with whom the Bank carries out occasional transactions, such as external depositors, users of cash currency exchange services, individuals who make cash withdrawals with cards issued by other banking institutions etc., individuals from the group of a debtor of the Bank, or senders/recipients of correspondence/courier services in relation to the Bank), the beneficiary of a payment operation, the beneficiary of an insurance, persons subject to garnishment proceedings, visitors of a web site belonging to the Bank or visitors to the physical premises of the Bank and any other natural persons whose data may be provided by the Client to the Bank or which may be processed in the context of the relationship between the Bank and the Client. Such personal data are included in the documents and/or information obtained/received by the Bank, directly from the Client or from any other natural person or legal entity in compliance with the law, in view of or to initiate business relationships with the Client, regardless of whether a transaction/relationship negotiated or discussed with the Client or for them is completed or not, as well as subsequently during the business relationships between the Bank and the Client.

**2.2.** In certain situations, for the purpose of initiating and conducting various business relationships with the Client, the Bank may process personal data belonging to certain categories of data subjects (for example, beneficial owners, associates, shareholders, legal or conventional representatives, empowered/delegated persons or other employees/collaborators of a legal entity Client husband/wife, or other family members of the natural persons Client, persons whose income is analyzed to be taken into account when the Bank is granting products/services, recipients of the payments ordered by Clients) without however having the practical way of directly informing these categories of persons or even without being able to ensure the full confidentiality of the relationship with the Client. In this regard, it is the Client's responsibility to make sure that previously they have properly informed the data subject about the processing of their data as set out herein or by consulting other documents posted on the Bank's web site, as well as to obtain their express consent, to the extent that such consent is requested by the Bank as being necessary under the applicable legal provisions.

**2.3.** The Client understands that the processing of the data requested by the Bank as detailed

below is necessary in order to be able to analyze the Client's requests and/or provide the products/services as such have been contracted by the Client from the Bank, in compliance with legal and contractual obligations and guarantees. Refusal to provide or update data may result in non-compliance with these obligations which may lead to the impossibility of establishing or continuing the business relationship, the impossibility of providing or continuing to provide products or services, or the impossibility of empowering persons on the Client's accounts.

Upon collecting information, if and to the extent necessary in addition to the provisions of this section, the Bank will inform the Client to what extent the data thus collected are necessary for the provision of a product or service, or for compliance with a legal or contractual obligation, as well as about any consequences of not providing such data.

### **3. Categories of Personal Data Processed by the Bank and the Sources they come from**

**3.1.** The Bank processes personal data acting as the controller, directly, but also through processors, such as subcontractors of various services. Furthermore, the Bank may process data together with other personal data controllers having the capacity of joint controllers, such as, in the case of cobranded cards or insurance products, or together with other contractual partners holding the capacity of independent controller, such as other financial institutions involved in the execution/settlement of the operations instructed by the Client or in the performance of other services.

**(I)** Identification and contact details, necessary for identification and communication purposes in order to initiate, negotiate and carry out contractual relationships until all their effects are extinguished, including for the collection of receivables:

- surname, first name, pseudonym, personal identification number and/or another similar unique identification element, such as the unique identification code for authorized natural persons or the tax identification code for natural persons carrying out liberal professions, the series and number of the identity document, passport number (for persons who legally identify themselves with this document), social security or health insurance number; the image and other data contained in identity documents, citizenship, domicile, residence and correspondence address, telephone number, e-mail address and other contact details for means of remote communication, the IP (Internet Protocol) address of an electronic device, handwritten signature, electronic signature, unique identification codes in the relationship with the Bank (for example: client code, user ID, passwords declared for identification in case of telephone contact), current account number (IBAN), authentication codes (including in the context of payments made by electronic means)

**(II)** Financial data and information, mainly necessary for the purpose of assessing the granting of lending products and the performance of the lending relationship:

- profession, occupation/position place of employment, position held, professional qualifications, family status (to determine co-borrowers or dependents in order to assess the credit risk), types and levels of income and expenses, criminal record or tax information (for example, in the context of lending relationships, disputes), solvency, information related to the lending history, utilities/telephone or insurance information, any other information made available by entities

such as Biroul de Credite SA or Centrala Riscului de Creditor the Central Credit Register, the National Agency for Fiscal Administration, data made available by public registers such as the National Trade Register Office, the Land Register National Office, the National Register of Real Estate Advertising, portals of institutions or data publicly available in the media.

**(III)** Data and information necessary for the purpose of providing services by electronic means or telephone, or for the purpose of ensuring security requirements and fraud prevention:

- information related to the location of transactions through electronic or remote access payment instruments, voice, image and information contained in audio or video recordings of communications by remote means (to improve the quality of services and to provide proof of requests/agreements/options thus expressed by or for the Client) as well as in the recordings corresponding to the means of video surveillance used in the Bank's premises or at ATMs (for security reasons and fraud prevention),

**(IV)** Other personal data and information:

- data obtained through operations of combining, segmenting, organizing, or extracting the above-mentioned data;
- information related to inconsistencies identified in the documents/statements submitted to the Bank, obtained based on forms, statements, and documents of any kind filed with the Bank or obtained by the Bank from any sources permitted contractually or under the law;
- any other categories of data that the Client provides to the Bank or that the Bank acquires and processes in compliance with the law or the contracts applicable to its relationship with the Client;

**(V)** Special data:

In the course of its relationships with the Client or other data subjects, the Bank may process certain special categories of data, in compliance with the legal and contractual obligations and guarantees incumbent on the Bank, such as biometric data to allow or confirm the unique identification of a person in the context of certain services provided by the Bank with remote access (based on the Client's option for such services), data on the health status in the possible context of services offered in relation to insurance policies related to services and products contracted from the Bank, or offered by the Bank as an affiliated agent - secondary broker for insurance products, or in the context of providing facilities at the request of the Client (for example, loan restructuring, payment commitments).

Also, the Bank may process special data to the extent that such are included by the data subject in the details provided to the Bank when the latter renders certain services (for example, explicit details contained in the payment instructions filled out by the Client) or in the context of judicial or extrajudicial proceedings (disputes, foreclosures, debt to asset proceedings, etc.).

**3.2** In order to fulfill the purposes referred to in this section, the Bank processes personal data that it obtains directly from the data subject or indirectly from other persons with whom the Bank interacts directly in relation to the data subject, depending on the concrete relationship between them, as is also results from art. 2.3 above. Also, including based on the processing of the data thus obtained, the Bank may generate (for example, Client codes or identifiers) or deduct (for example, the degree of solvency) itself new personal data or may obtain/receive them from external sources, such as, for example:

- institutions, public authorities or other entities managing publicly available or restricted

databases, in particular: ANAF, FNGCIMM (National Credit Guarantee Fund for Small and Medium Enterprises) – relevant entity for example in the case of First Home loans, CRF (Counter-guarantee Romanian Fund), CRC (Credit Risk Register) or CIP (Payment Incidents Register) – organized by the National Bank of Romania, the Trade Register, the portal of courts of law, the Credit Bureau, national notary registers, official databases with persons subject to international sanctions on the matter of prevention and combating money laundering and terrorist financing, as well as publicly exposed persons, etc.;

- entities involved in the execution of payment operations or in the operation of payment instruments, such as: international card organizations (Mastercard, VISA), economic operators accepting payment with cards or other remote payment instruments, banks and other payment institutions involved in payment schemes, TransFond (SENT), NBR (ReGIS), Central Depository, SWIFT, etc.;
- trade partners, such as collaborators or service providers for the Bank, as well as entities that the Bank provides payment services to, entities issuing securities, insurance companies, various other legal entities from whom the Bank may acquire debt claims in relation to Clients, etc.;
- publicly accessible online platforms, including social and professional networks, internet networks;
- employers, partners or counterparties of the Client who make payroll or other income payments to the Client, or request payments to be made from the Client's accounts pursuant to direct debit arrangements).

#### **4. Purposes for which the Bank Processes Personal Data and Grounds for the Processing**

**4.1.** The processing carried out by the Bank for the purposes detailed below is mainly necessary for the Bank's compliance with its legal obligations or in the execution/preparation for the conclusion of a contract that the data subject is/will be a party to. At the same time, in order to ensure the best quality standards, prudence and professional diligence, to be able to fully carry out the activities allowed to it under the law, to constantly meet the expectations and needs of its Clients, and to adapt to the requirements, trends and development of the market that are not always preceded by express legal regulations, the Bank needs to process personal data based on its legitimate interest, and the related data processing cannot always be classified in a limited manner in express texts of law or contractual clauses.

**4.2.** Therefore, with regard to a particular purpose, depending on whether it is formulated and interpreted more broadly or narrowly, the processing grounds for the various actual activities it entails may be cumulative. Before any processing, however, the Bank shall analyze its grounds in accordance with the principles of Regulation No. 679/2016, always ensuring the existence of the corresponding legal basis and the compliance with the conditions imposed by the regulations in force for the legality and security of personal data processing.

**4.3.** The Bank processes the data and information of data subjects necessary for the performance of the contracts concluded with the data subject and for the purpose of providing the Client with products and services, performing in this regard processing mainly for the purpose of:

taking steps at the request of the data subject prior to entering into a contract, assessing the eligibility in order to provide standard or customized banking products and services (including in the stage of approval/granting) or to accept requests for restructuring, rescheduling, staggering, etc.;

- (a) performing any legal relations between the Bank and the Client/data subject deriving from the current account relationship or from another special contract concluded between the Bank and the Client, in view of providing financial and banking services;
- (b) managing the relationship with the Client/data subject, including any subsequent changes to the characteristics, terms and conditions of such product or service;
- (c) properly and safely executing bank transactions, by any means of instruction: at the counter, internet, card, POS, etc.;
- (d) monitoring all obligations undertaken by the Client/data subject towards the Bank or other entities in its group;
- (e) collecting debts/recovering receivables (as well as preparatory activities thereto);
- (f) concluding and/or executing insurance and reinsurance contracts (including for the situation when the Client/data subject, as insurant, benefits from insurance in case of occurrence of the insured risk);
- (g) internal/external reporting obligations;
- (h) finding, exercising or defending certain rights of the Bank in court or against other authorities;
- (i) providing technical support and maintenance activities, or managing incidents that may occur during the execution of the contract between the Bank and the Client;
- (j) managing requests/claims/complaints/petitions/investigations related to the Bank's activity and its services or products;
- (k) performing and processing payment operations through the SWIFT system or online card payment service facilitators, if applicable;
- (l) exchanging the necessary information for the issuance and use by the Client of cards issued under the VISA and Mastercard logo;
- (m) communicating with the Client/data subject for the fulfillment of any of the above purposes, by using any contact details, performing registry and secretarial services regarding the correspondence addressed to the Bank and/or sent by it, as well as for carrying out courier activities.

**44.** To the extent that, pursuant to the law, the consent of the data subject is required, the Bank shall obtain such consent upon the initiation of the business relationship with the Bank or subsequently, by means such as duly filling in and ticking the Bank's forms when requesting a product or service, signing an information note or via the Bank's web page or online Internet Banking apps or related to other services and products offered by the Bank. Most likely, the Bank may carry out personal data processing based on consent for purposes such as:

- (a) directly submitting advertising messages via e-mail, SMS or other means that do not involve a human operator, in order to promote the Bank's most appropriate products and services, or to promote the services or of contractual partners; in-depth analyses carried out by automated means, including through the use and combination of multiple data such as those relating to

transaction history, their characteristics, the location from which transactions are initiated, other data obtained by consulting internal and external databases and/or online platforms (for example, regarding credit history, the history of the relationship with the Bank, etc.), and the creation of profiles for the purpose of personalizing dedicated and exclusive offers, to the extent that, pursuant to the applicable regulations, the data subject's consent is required in relation to any potential legal effects or a similarly significant impact;

- (b) providing services according to point 3.1. (V) involving the processing of categories of special data;
- (c) analyzing the person's behavior when accessing the Bank's web page, by using cookies, both of the Bank and of third parties.

**4.5.** The consent expressed for data processing based on the agreement of the data subject may be withdrawn at any time, without affecting the lawfulness of the processing carried out prior to the withdrawal, the notification of the data subject on such processing or the lawfulness of processing based (also) on another legitimate basis as it results from this section. Furthermore, the withdrawal of consent shall not affect the provision by the Bank of the contracted products or services. However, we may not be able to keep you up to date with the latest offers in the future, or we may not be able to communicate customized offers. Upon collecting the consent, the Bank shall provide the Client, to the extent applicable, with additional information on the purpose of data processing, the possibility of transferring them to third parties, as well as on a simple way to withdraw it.

## **5. Marketing. Automated Individual Decisions. Phone Recordings and Video Monitoring**

The Bank, based on the prior consent expressed by the Client, may carry out direct marketing commercial activities, commercial communications regarding the products and services offered, Client loyalty activities or submission of newsletters.

### **Recording of Telephone Conversations and Video Monitoring**

**5.1.** The Bank may record and keep any telephone conversations made with the data subjects according to its internal rules, in order to prove various operations, instructions or agreements expressed by or for the Client or another data subject, including in the case of contracts concluded remotely, in order to prove the content of requests and/or complaints made over the telephone, as well as the Bank's response, to use them as evidence in demonstrating compliance with the Bank's legal or contractual obligations, or in case of disputes, to investigate various situations or to improve the quality of its services.

**5.2.** The data subject shall be informed about the recording of a telephone conversation by pre-recorded messages or, as applicable, by the information in this regard delivered by a human operator, the continuation of the call confirming the agreement of the data subject with the recording of the call.

**5.3.** The refusal of the data subject to accept the recording of a telephone conversation may lead to the impossibility of the Bank to offer certain products or services or to accept and execute certain instructions (such as those concluded including over the telephone as a means of remote communication). In other cases, the refusal of the data subject to accept the recording shall not affect the resolution of requests or complaints, but such will have to be submitted to the Bank

through the other communication channels provided (e-mail, postal address), in which case the response time from the Bank may be longer.

**5.4.** In order to ensure a high level of security corresponding to the legal requirements on the safety and security of the financial-banking activity, the Bank monitors with video means the premises of the branches where it operates, as well as the area of its own ATMs. Video monitoring is signaled by appropriate signs, and recordings are kept for the period laid down by the law, or for a longer period at the request of the authorities, or if there is a legitimate interest derived, for example, from ongoing investigations.

## **6. Categories of Recipients to Whom Personal Data May Be Disclosed**

**6.1.** In order to operate and ensure the provision/offering of banking services to the Client at the best standards or in order to fulfill its legal obligations or in pursuit of its legitimate interests, as detailed by this section, the Bank may disclose personal data to certain persons or entities, in particular:

- (a) the data subject itself (for example, for data deduced by the Bank or received from third parties), legal representatives (for example: guardian, curator) or proxies of the data subject;
- (b) third parties such as correspondent financial institutions, clearing/settlement entities or entities involved in the execution or facilitation of fund transfer services (such as, for example: SWIFT, STFD, TransFond (SENT), NBR (ReGIS), international organizations under whose logo cards are issued – VISA, Mastercard, Central Depository, banks of merchants that the Client has made the card payment to, payment institutions of beneficiaries of transfers of funds from the accounts of the Bank's Clients);
- (c) insurance-reinsurance institutions for the Bank's risks;
- (d) insurance-reinsurance institutions for the Client's risks, when, for example, the Client benefits from an insurance policy, whether or not it is related to a product offered by the Bank or requests facilitation of its conclusion;
- (e) persons guaranteeing an obligation of the Client undertaken towards the Bank;
- (f) the majority shareholder of the Bank; any of the Bank's consultants and/or entities belonging to the Group that the Bank is part of, or even of the data subject (for example, in legal, fiscal/financial, economic, technical matters), as well as judicial administrators, liquidators, bailiffs, auditors, lawyers, mediators, arbitrators, notaries, appraisers, experts, translators;
- (g) any other third party/entity, to the extent that the disclosure is necessary for the provision of the services contracted by the Client from the Bank or such person/entity is directly or indirectly involved in the provision of services to the Bank, such as entities acting as third-party payment service providers or in the case of services outsourced or contracted by the Bank from specialized providers or in order to optimize the business, such as, for example: printing services for statements and notifications, courier services, transmission of messages, debt collection, hosting and administration of web services, software maintenance and development services, IT services, card providers and card usage services or other remote access payment instruments, providers of data and/or transaction security services, document archiving and destruction services, debt collection agencies, ATM/POS maintenance service providers, real estate agencies, notary, legal or other consultancy, support or representation services);

- (h) professional associations, such as ARB (Romanian Association of Banks) and local financial and banking supervisory authorities, competent authorities at local or European level in tax matters, consumer protection authorities, supervision of competition, supervision of personal data processing;
- (i) credit agencies, mainly for assessing the Bank's credit risk;
- (j) any entities within or outside the Bank's group, with whom the Bank is in negotiations or for such entities to perform the due, in view of or in the context of a transaction with these entities of alienation/transfer or purchase of assets, merger, acquisition, transfer, sale/purchase of portfolios or other similar transactions regarding rights and/or contracts of the Bank in relation to the Client/data subject, including the consultants of these entities, as well as subsequently for the implementation/execution of such transaction, with the application by the Bank of appropriate measures to guarantee the rights of Clients/data subjects in the context of these operations;
- (k) entities such as the Credit Bureau, the Central Credit Register, Payment Incidents Register, Central Depository, any other entities/institutions (for example: credit, leasing, insurance and utility companies);
- (l) public authorities and institutions to which the Bank has the obligation to submit reports/data, or to respond to requests for information, such as, without limitation: the National Bank of Romania (BNR), the National Agency for Fiscal Administration (ANAF), the National Agency for Cadastre and Real Estate Advertising (ANCPI), the National Register of Real Estate Advertising (RNPM), Financial Supervisory Authority (ASF), companies (funds) guaranteeing various types of credit/deposit products (e.g., FNGCIMM, FGDB (Bank Deposit Guarantee Fund), etc.), the National Office for the Prevention and Combating of Money Laundering (ONPCSB), the National Authority for Consumer Protection (ANPC), the National Supervisory Authority for the Processing of Personal Data (ANSPSCP), the Ministry of Justice, the Ministry of Administration and Internal Affairs (MIA), the Directorate for Investigating Organized Crime and Terrorism (DIICOT), the National Anticorruption Directorate (DNA), Prosecutor's Office, etc.

## 7. Processing Term. Subsequent Destination of Personal Data

The Bank will process personal data throughout the performance of banking services and the achievement of the processing purposes mentioned in this section, as well as subsequently in order to comply with the applicable legal obligations, including the provisions on archiving. In compliance with the applicable legal provisions, there are different archiving periods, depending on the type of data. The databases managed for direct marketing purposes will be processed for the period while the consent of the data subject for receiving such communications is kept, as well as subsequently for a period considered necessary by the Bank to demonstrate compliance with legal requirements (for example, the limitation period of 3 years from the withdrawal of the consent). Data may be kept for a longer period of time at the request of authorities, or to protect legitimate interests (such as, for example, disputes or ongoing investigations).

## **8. Transfer of Personal Data Abroad**

**8.1.** Currently, in order to achieve the aforementioned purposes, the Bank may transfer certain categories of personal data outside Romania, to states within EU/EEA, providing an adequate level of data protection: Switzerland (if using SWIFT) or outside the EU/EEA, to the United States of America (if using SWIFT and, potentially, FATCA reports), as well as for CRS reports. For transfers outside the EU/EEA, the Bank will substantiate the transfer of personal data either on appropriate data protection safeguards, such as the standard contractual clauses adopted at the level of the European Commission or other safeguards recognized by law, or on the fulfillment of other conditions according to applicable regulations. For example, the Bank will transfer personal data abroad when this transfer is necessary in the performance of a contract it has concluded with the Client/data subject, for example when executing instructions for the transfer of Client funds to third party states.

**8.2.** The Client understands and agrees that, should they request the Bank to perform or process payment operations through the SWIFT system, their personal data necessary for the execution of the operation will be transmitted to SWIFT, which, acting as the controller, may transfer to the USA personal data of Clients to credit institutions using SWIFT services, with the possibility that the U.S. Treasury Department may have access to this database for the purpose of applying the national law on the prevention of money laundering or the fight against terrorism, and the Client agrees for the operations ordered by SWIFT to also be carried out under these conditions. The Client understands and agrees that, in order to fulfill the Bank's legal obligations regarding the reporting and/or analysis of information in accordance with the international conventions that Romania is a party to, such as FATCA and CRS, if the personal data or accounts held with the Bank fall within the reporting criteria established by the FATCA and/or CRS legislation, the Bank will submit such information to the ANAF, which in turn shall submit the information to the tax authorities in the relevant third party countries.

## **E. Know-your-Client, Prevention of Money Laundering and Terrorist Financing, and Implementation of International Sanctions and Restrictive Measures**

### **1. Know-your-Client, Prevention of Money Laundering and Terrorist Financing**

**1.1.** The Bank is subject to legal obligations regarding the prevention and combating of money laundering and terrorist financing, including the implementation of international sanctions and restrictive measures, as well as tax due diligence requirements for FATCA/CRS purposes according to applicable legal provisions.

**1.2.** The Client acknowledges that the Bank may carry out research activities and investigations in the context of performing any operation that could, according to its analysis, be likely to constitute a breach of the legal provisions in the field of preventing and combating money laundering and terrorist financing, which would lead, if applicable, to a delay in the execution of instructions given by the Client. In order to fulfill its legal obligations, the Bank may take at any time the measures it deems

necessary in the relationship with the Client, without being required, under any circumstances, to award compensation, if by the measures imposed it would cause any damage whatsoever to the Client/other persons, will not be prosecuted or will not be sued by the Client in case of delay or non-execution of an instruction, rejection of an operation or freezing of funds or accounts, occurred as part of enforcing the due diligence performed by the Bank for the purpose of preventing money laundering and terrorist financing.

**13.** The Bank may refuse to enter into business relations, to perform the operations requested by the Client, not to provide or restrict access to certain products or services or to terminate the business relationship if it cannot check the identity of the Client or of the beneficial owner based on the documents provided, the Client does not submit or refuses to submit to the Bank the requested information and documentation, including in the process of updating personal data, provides false, insufficient, erroneous or incomplete information, or if the Bank has suspicions about the reality of what was declared or the documents provided by the Client.

The Bank shall be entitled, at any time, to refuse to continue the business relationship with the Client and/or not to carry out any transaction, not to execute any payment, and not to confirm and/or implement and/or process any document or order that presents a risk of money laundering or terrorist financing and/or raises suspicions regarding the applicability of national or international sanctions.

At the same time, the Bank reserves the right not to provide a certain type of product and/or service, to suspend the right to use certain products and/or services accessed by the Client with the Bank or, as the case may be, to restrict the Client's access to certain products and/or services, depending on the circumstances that it must consider at a given time.

**14.** In order to comply with and apply the requirements on Know-Your-Client legal, the prevention and fight against money laundering and terrorist financing, those regarding the implementation of international sanctions, at the request of the Bank, the Client has the obligation to submit supporting documents for the operations carried out through their accounts opened with the Bank (such as, without limitation: collections, payments, etc.), documents and information regarding the real situation of the Client, the account proxy and/or the beneficial owner (such as, without limitation: identification documents showing at least the mandatory elements laid down by the law regarding the address where they live, contact details, date and place of birth, etc.; origin of funds; purpose and nature of the transactions carried out through the accounts; specimen signature, information related to tax residences, etc.).

The Bank may retain photocopies of all documents provided by the Client for its own requirements. The Client is required to submit to the Bank a written statement regarding the beneficial owner of the funds carried out in its name and through its account. The beneficial owner is the natural person (or group of natural persons) on whose instructions transactions are ordered.

If the identity of the Client or of the beneficial owner cannot be determined, or if the Client fails to provide/inform the Bank accordingly, the Bank may refuse to enter into a business relationship or to execute transactions.

The Client is obliged to periodically update the data and/or information relating to its situation, upon simple notification by the Bank and in the form established by the Bank.

The Client must inform the Bank within 5 days of any relevant change to its data,

including changes falling within the scope of CRS/FATCA.

For the purpose of fulfilling its legal obligations regarding the application of customer due diligence measures, in order to prevent and combat money laundering, terrorist financing, and fraudulent conduct, the Bank is entitled, on a periodic basis, to request, and the Client undertakes to provide, the information and documents necessary for updating personal data, in the manner and form agreed by the Bank. The updating of personal data shall be carried out either by the Client by filling in the forms made available by the Bank through its territorial units or by the Bank automatically updating such data based on information obtained from the General Directorate for Persons Records (D.G.E.P.), namely: personal identification number, surname and first name, type, series and number of the identity document, domicile address, residence address, date of issuance of the identity document, date of expiry of the identity document, issuing authority of the identity document, place of birth, and the latest photograph of the holder of the identity document.

Based on the agreement concluded with the D.G.E.P., the Bank shall periodically query the National Register of Persons Records for all clients in a business relationship with the Bank, namely Romanian resident citizens, adults and minors reaching the age of 14; it shall retrieve the information from identity cards renewed or issued for the first time, in the case of minor clients reaching the age of 14, and shall automatically update such information in the Bank's systems.

**15.** The Client has the obligation to inform the Bank immediately of any change in the statements and information previously provided, such as, without limitation: name, contact details, beneficial owner of the amounts they own, or if any third party has any right to any amount found in their account, the capacity of publicly exposed person or family member of a publicly exposed person, or a person known to be a close associate of a publicly exposed person, as such concepts are defined by the applicable law, the name/corporate name of the employer or the nature of their own business, source of their funds, specimen signature, tax status held in the United States of America and/or any other state, etc., having the obligation to update such data in the form permitted and agreed by the Bank.

In order to examine the documents submitted by the Client, the Bank may request, at the former's expense, the translation into Romanian of the documents submitted in a foreign language, done by an authorized translator, with the legalization of the latter's signature. To be taken into consideration by the Bank, documents issued by foreign authorities/foreign entities shall be subject to the legalization/apostille/superlegalization procedure, as applicable, so as to produce effects on the territory of Romania. The Bank accepts no liability for delays in the performance of services caused by the submission by the Client of documents in a language other than Romanian, without superlegalization/apostille and/or without translation performed by an authorized translator, with legalization of the latter's signature.

## **2. Application of International Sanctions and Restrictive Measures**

**2.1.** The Client undertakes not to use, directly or indirectly, the accounts opened with the Bank, or not to make available/otherwise facilitate funds through the Bank's accounts that would have as scope or effect the financing or facilitation of activities or business relationships:

- with a person sanctioned or with a person located in a territory subject to sanction, or
- which may in any way constitute a breach of international sanctions by any person, including any person related with the Client.

**2.2.** The Client undertakes not to use any income, fund or profit arising from any activity or operation carried out with a sanctioned person or any person located in a territory under international sanction, for the purpose of repaying or paying amounts due to the Bank.

**2.3.** The Bank reserves the right to suspend or reject a payment or transfer operation issued or received or to freeze the Client's funds and accounts when, pursuant to its analysis, the execution of this operation could constitute a breach of a regulation on international sanctions.

**2.4.** The Bank may request the Client to provide information on the circumstances and context of an operation, such as the nature, destination and origin of funds and any other supporting documents, especially in case of unusual operations compared to the operations generally recorded in their account.

**2.5.** The Client shall be required to provide the information and supporting documents requested by the Bank. If the Client does not provide the Bank with the documents and information within the requested deadlines and conditions, so that following the analysis no risk of breaching international sanctions emerges, the Bank reserves the right not to execute the Client's instructions and to freeze their funds and/or accounts.

**2.6.** The Client acknowledges that the Bank may also carry out research activities and investigations in the context of performing any operation that could, according to its analysis, be likely to constitute an offense according to the regulations on international sanctions, which would lead, if applicable, to a delay in the execution of instructions given by the Client.

**2.7.** The fulfillment and implementation of legal requirements in terms of international sanctions by the Bank in relation to the Client may not require the former, under any circumstances, to award compensation if, through the measures imposed, it would cause any prejudice whatsoever to the Client/other persons in relation to the Client, will not be prosecuted or will not be sued by the Client in case of delay or non-execution of an instruction, rejection of an operation or freezing of funds or accounts, occurred as part of failing to comply with the regulations on international sanctions.

**2.8.** The Client undertakes to notify the Bank in writing and promptly of any fact they become aware of, which would render inaccurate one or more of their statements regarding international sanctions detailed above.

The Bank may refuse transfers to financial institutions located in countries/territories suspected of supporting terrorist activities or to institutions operating outside such countries/territories.

The Bank may postpone/refuse any transaction involving dual-use goods (civil and military). The Bank shall not be liable to the Client or to third parties for any direct or indirect losses or damages related to the application of such measures.

## **F. Conventional Proxies**

**1.** The Client may appoint one or several proxies having the right to perform operations on the account in the name and on behalf of the account holder Client, and has the obligation to disclose to them the rights granted and the provisions of these GBC.

2. In order to be accepted by the Bank, the proxy must be or have been identified under the same conditions under which the Client is identified. For safety reasons, the Bank may limit the number of proxies.

3. The Client's proxies may perform any operations permitted by the Bank to the account holder, within the limits of these GBC and the mandate received from the account holder. The Client assumes full responsibility for the proxy to perform operations, with the Bank checking the identity of the proxy, the limits of their mandate and the signature specimen thereof.

4. The mandate granted by the Client to one or several proxies shall be made by filling in the forms provided by the Bank, in its branches or through other channels provided by the Bank for this purpose. The term of mandate is for the entire period of the contractual relations between the Bank and the Client, or until its termination arisen under the conditions of the Civil Code (revocation by the agent, renunciation of the agent, death, incapacity or bankruptcy of the principal or agent). The mandate may be granted by the Client to one or several proxies and by power of attorney authenticated by a notary public in Romania or at a Romanian consulate. For powers of attorney issued at a notary office abroad, such shall be apostilled or superlegalized, as applicable, and their translation, made by an authorized translator, with the legalization of their signature shall also be submitted, if they are drawn up in a foreign language.

5. The Bank may request at any time the confirmation of the powers of attorney granted by the Client by any means accepted by the Bank, or their renewal on specific forms or by notary power of attorney.

6. The Bank may refuse one or several proxies of the Client if the know-your-Client rules cannot be applied, in relation thereto there are suspicions or reasonable grounds of suspicion of money laundering, terrorist financing, fraud, international sanctions or in any other situation where the legal regulations require this. If the Bank refuses existing proxies, it shall notify the Client in writing about the date from which the power of attorney is no longer accepted by the Bank.

## **G. Lack of Capacity to Exercise. Limited Exercise Capacity of the Client**

1. The Client with limited or no exercise capacity may perform operations and conclude legal acts in person, with the consent of the legal representative or, as applicable, by their legal representative, on their behalf, under the conditions laid down by the law.
2. In order to apply the know-your-Client rules, the legal representatives of the Client undertake to provide the Bank with the information and documents requested by it, and to submit the specimen signature with the Bank.

The legal representatives of the Client undertake to inform the Bank, whenever necessary, and to take the necessary steps in relation to the Bank to update the data and/or rights of the legal representatives and/or of the Client with limited or no exercise capacity, including as a result of the Client reaching the age of 14, and 18, respectively. The Bank shall periodically query the database of the General Directorate for Persons Records (D.G.E.P.), shall retrieve the information from identity cards renewed or issued for the first time, in the case of minor clients reaching the age of 14, and shall automatically update such information in the Bank's systems.

3. The Bank is entitled to consider that any instruction ordered and/or legal act confirmed by the Client's legal representatives represents an act of asset management in relation to their patrimony and needs, and is carried out in the exclusive interest of the Client, as well as that all necessary approvals in accordance with the law, where appropriate, have been obtained by the legal representatives. The Client's legal representatives are solely responsible for obtaining, the authorization of the guardianship court to carry out certain operations, if such authorization is required by law.

## **H. Bank Secrecy and Confidentiality**

1. The Bank shall take all necessary measures to keep the confidentiality of all facts, data and information of the nature of professional banking secrecy in relation to the Client, in compliance with the legal provisions in the field, and shall not disclose them without the Client's consent.
2. The provisions of art. 1 above shall not apply to the provision of information to persons, authorities or entities authorized by law, such as, without limitation: competent authorities in the exercise of supervisory duties at individual or, as the case may be, consolidated or sub-consolidated level; where the Bank justifies a legitimate interest; at the written request of other persons, authorities or institutions or ex officio, if under any special law such persons, authorities or institutions are entitled, for the purpose of fulfilling their specific duties, to request and/or receive such information; at the request of the court, at the request of the bailiff, for the purpose of enforcing the foreclosure, etc.

By way of exception from art. 1 above, the Client expressly consents that the Bank shall have the right to transfer and communicate any information relating to the Client in connection with the provision of any service performed by a third party or through a third party as a contractual partner (including, without limitation: intermediaries for certain businesses; specialized consultants; funding; analyses, etc.). The Bank shall only enter into contractual relationships with the third parties involved, who undertake in turn to keep the confidentiality of the information thus obtained.

## **CHAPTER II - BANKING SERVICE RELATED TO THE CURRENT ACCOUNT AND OTHER BANK ACCOUNTS**

### **A. Provisions on the Characteristics and Functionality of Accounts**

#### **1. Current Account. Savings Account. Term Deposit Account. Loan Deployment Account**

**1.1.** The Bank may, without being required to do so, open current accounts, current savings accounts and term deposit accounts for Clients, following their application and in compliance with the internal regulations issued by the Bank for this purpose, generically referred to as "account" or "accounts". The account relationship is governed by the applicable legal regulations, these GBC and specific documentation.

**1.2.** If the conditions imposed by the legal rules are met, the Bank may open, at the request of its Clients, a payment account with basic services.

#### **2. Account Opening. Contract Term. Maintenance. Operations**

**2.1.** The Bank may, without being required to do so, open accounts and/or provide related services or products (debit card, Internet Banking, Mobile Banking, etc.) for Clients, for an indefinite period, following their application, by filling in the Bank's standard forms, accompanied by the documents requested, in compliance with the internal regulations issued by the Bank for this purpose. The account opening application shall be made, in all cases, on the Bank's standard form, specific to each category of Clients, and shall be accompanied by the legal documents requested by the Bank. The opening of accounts can be done through the Bank's branches or online by using the app provided by the Bank for this purpose.

**2.2.** The Bank reserves the right to request from the Client any information it deems necessary for initiating the business relationship, opening and operating accounts, or to collect such information by querying the National Register of Persons Records available at the General Directorate for Persons Records (D.G.E.P.), and reserves the right to refuse to commence the business relationship and/or to open the account, to refuse to carry out the transactions requested by the Client, or to restrict access to certain products or services, as well as to suspend or terminate the business relationship in the following situations: (i) if the Client or their proxies do not provide the information and/or documents requested by the Bank, provide false, erroneous, incomplete or outdated information and/or documents, (ii) if the Bank has suspicions of fraud or on the veracity of statements, information and documents provided by the Client, (iii) if the Bank has suspicions of illegality, the purpose or nature of the operations performed through the Client's account(s) or if they do not correspond to the trading profile established by the Bank for the Client (for example, performing transactions resulting from illegal economic activities), and/or (iv) if the Client declares that they are not the beneficial owner of the funds traded through their account(s), or if the Bank has indications or suspicions in this regard.

In the case of Clients, the account holder may appoint proxies, who have the right to perform operations on the account. In order to protect the interests of all parties involved, the account holder

and the proxy shall always use, in relation to the Bank, a signature with a graphic similar to the one in the signature specimen, otherwise the Bank may refuse to perform the requested operations. The Client must notify the Bank, in writing, of any change arisen in their identification details or those of their proxies, which may be relevant in their relationship with the Bank, since the occurrence of such change, and shall exercise the due diligence to update the data under the conditions agreed by the Bank.

**2.3.** The current account opened on the name of the Client in the Bank's records is mainly intended for carrying out current operations in cash and/or collections and payments. The Bank shall assign to each account a unique identification code – IBAN code that the Client may communicate to partners/third parties in order to correctly execute payment operations.

**2.4.** The Client has the obligation to ensure in each bank account the amounts necessary to perform the payment operations ordered, or to pay bank commissions, fees or charges.

**2.5.** The following persons may freely dispose of the amounts in the accounts opened in the Bank's records, in compliance with the rules in force:

- (a) account holder;
- (b) persons authorized by the holder, only during the holder's lifetime, within the limits of the mandate received;
- (c) heirs of the holder, who prove this status by a certificate of inheritance or by a court decision.

**2.6.** The Client may access the account through the Bank's branches, using the card, Internet Banking or Mobile Banking services or by other way agreed upon by the Bank and the Client.

**2.7.** If, under the conditions and in compliance with the law or internal regulations of the Bank, additional checks of the data provided by the Client are necessary for opening or operating any accounts, the Bank is entitled to carry out any checks, request and obtain any information about the Client, their authorized representatives or, as applicable, their proxies or about other persons making deposits on the current account and/or having a special mandate for certain operations, from the Client or from any competent authority, public register, archive, electronic database or authorized body, holder of such information.

**2.8.** All costs related to consulting these databases, as well as any related charges, commissions and fees, including postal, are and remain the responsibility of the Client, with the Bank having a mandate to automatically debit any account of the Client.

**2.9.** Any current account, as offered by the Bank and requested by the Client, under the conditions of the law and according to the internal regulations of the Bank, may be subject to attachment of any other services related to the current account.

**2.10.** The accounts of Clients in special relationships with the Bank are subject to the relevant legal regulations.

**2.11.** The Bank may make payments from accounts opened, without the consent of the Client, for the payment of amounts set by final court or arbitration decisions and/or other enforceable titles laid down by the law, regardless of whether they are due to the state budget, local budgets or any third party, to correct errors found when checking operations on the account, as well as to withhold fees due to the Bank for the operations performed, interest and loan instalments due and/or overdue and other costs incurred by the Client and agreed under the contract.

**2.12.** The replenishment of accounts can be done by cash deposits in any branch of the Bank, by using the Bank's ATMs that accept cash collection or by bank transfer.

**2.13.** The Client may perform cash withdrawals from any branch of the Bank or through the ATMs of the Bank or other financial institutions. For cash withdrawals, the Bank may set limitations to be brought to the attention of the Client by any of the ways established by the GBC.

### **3. Statements of Account**

**3.1.** For payment services, the Bank shall provide the Client, once a month, free of charge, with statements of account for the operations performed on their Account, such as all the operations performed by the Client, as well as interest, commissions, fees, charges withheld by the Bank, in one of the following ways:

- (a) in the Bank's branches;
- (b) through the Internet Banking or Mobile Banking service, where the Client may view, save and print the statements of account;
- (c) by other means, as agreed in advance by the specific documentation.

By ticking the option "in branches/at the counter" the Client undertakes to pick up the statement of account at least once every three months.

**3.2.** The statement of account shall contain at least the following information: references enabling the Client to identify the operations, where applicable, the payer and/or payee, as well as any information transferred with such operations, the value of operations, the currency in which the account is credited and/or debited, the total price corresponding to the operations, where applicable, the breakdown of the amounts included therein or the interest borne by the payee, if applicable, the exchange rate used in payment operations by the payee's payment service provider, the value of the payment operation before the currency conversion, the value date when the account was credited.

**3.3.** The Client may request the communication of additional statements of account. In this case, the Client shall pay to the Bank the agreed fees according to the "List of Rates and Fees" valid on the date when the service is provided.

**3.4.** The Client is required to check, immediately after receiving the statement of account, the entries and correctness of the information recorded in this document. If the Client does not challenge the content of the statement within 5 banking days of receipt, or within the deadlines stipulated in the specific documents governing banking products and having the character of a contract between the parties, it shall be deemed as accepted by the Client and, in the absence of any such objections, the statement of account shall be final and enforceable against the Client.

**3.5.** The Bank provides the Client, at least once a year, with a statement of all fees incurred by the Client for services related to a payment account, during a previous period of 12 months completed, as well as, where applicable, information on overdraft interest rates applied to the payment account, and credit interest applied to the amounts available on the payment account. The Bank issues this report free of charge, once a year.

### **4. Right of Set-Off**

The Client hereby authorizes the Bank to offset at any time any amount owed to the Bank against the funds available in any current, savings and/or deposit account, regardless of the currency in which

they are available and/or regardless of the maturity of the deposit, without the Client's prior consent being required in this regard. If the set-off of the amounts owed will require the exchange of a particular currency into another, this shall be done at the exchange rate charged by the Bank on the date of set-off. The Client shall be informed about the set-off made by means of the statement of account.

## **5. Incorrect Crediting**

**5.1.** If a Client account is credited incorrectly, by mistake, the Client is required to immediately notify the Bank, and has no right to withdraw, transfer, dispose of or use in any other way the amount in question, and the Bank shall be entitled to debit such account with any incorrectly credited amount.

**5.2.** If the crediting error is found by the Bank, by the authorizing officer/payer's bank or by a person other than the Client, the Bank has the right, but not the obligation, and the Client understands and agrees that the Bank shall correct the error by debiting the account with such amount.

**5.3.** If, in breach of the obligation undertaken by this clause, the Client withdraws, transfers, disposes of or uses in any way the incorrectly credited amount or part thereof, the Client undertakes to immediately repay to the Bank such amount and to compensate the Bank for any loss suffered as a result, together with any penalty interest calculated by the Bank, the amount used without right being assimilated to an unauthorized overdraft.

**5.4.** The Bank has the right to freeze the erroneously credited amounts (or their equivalent in the currency found in the accounts, at the NBR exchange rate valid on the date of freezing) until their situation is clarified.

**5.5.** The Client shall be notified by the Bank of the correction or set-off made, by means of the statement of account.

**5.6.** The Bank shall not be held liable for losses or damages whatsoever incurred directly or indirectly by the Client, if the Bank proves that for the afore-mentioned operations it has exercised due diligence. The Bank can only be held liable for gross negligence.

## **6. Accounts blocking**

**6.1.** The Bank may block or restrict the Client's access to the services offered, including related services such as card, Internet Banking, Mobile Banking, when:

- (a) there is a significant risk that the amounts owed by the Client to the Bank are not paid or repaid;
- (b) there are suspicions of fraud, money laundering or terrorist financing, or the Client is subject to restrictive measures by domestic and/or international bodies;
- (c) there are suspicions of unauthorized use of the account, or there are suspicions or indications related to the security of its payment devices;
- (d) the information or documents requested by the Bank have not been provided, and thus the Bank cannot fulfill its legal obligations to apply the Know-Your-Client rules

there are reasonable suspicions of direct or indirect involvement of the Client or their operation(s) in countries and/or with natural persons and/or entities with the domicile/registered office in countries subject to international sanctions, embargoes or similar measures issued by the European Union/United States/UN/other authorities or in countries identified by

the European Union. The afore-mentioned provisions also apply to the situation where natural persons and/or entities involved in transactions are subject to international sanctions, embargoes or similar measures;

(e) as a result of a measure ordered by a person, institution or authority which, pursuant to a law or regulation with legal force, may require the Bank to take such measure.

**6.2.** The Bank shall inform the Client as soon as possible about the measure ordered, provided that this is permitted by law.

**6.3.** The Bank shall unlock the access to payment services as soon as the reason for the freezing thereof no longer exists.

## **7. Termination of Account Relationship**

**7.1.** This contract is concluded for an indefinite period and may be terminated:

- (a) by written agreement between the Bank and the Client, with effect as of the date agreed by the parties;
- (b) by unilateral termination by the Bank or by the Client, according to the provisions of the GBC;
- (c) by termination by the Bank;
- (d) by any other method agreed between the Client and the Bank based on specific contractual documents.

**7.2.** The termination of the Contract leads to the closure of the accounts opened with the Bank and of all products and services related thereto. The termination of only one or some of the contracts concluded with the Client, having as scope certain products or services offered by the Bank, does not equate to a termination of the business relationship.

**7.3.** If the initiative to terminate the business relationship belongs to the Bank, the Client may no longer request the opening of other accounts or the provision of other products or services. Once the accounts have been closed, they can no longer be used or reactivated.

**7.4.** Until the date of termination of the business relationship, the Client shall hand over to the Bank special regime forms, Token devices, cards and shall pay the fees and commissions due.

**7.5.** The credit balance remaining following the closure of the business relationship shall be kept by the Bank on behalf and at the disposal of the Client, without bearing any interest.

### **7a. Termination of the Account Relationship at the Initiative of the Client**

**1.** The Client may unilaterally terminate the contractual legal relationship, according to these GBC, by a written and signed notification, submitted with any of the Bank's branches, at least 30 days in advance, without having to present the reasons for their decision.

**2.** The closure of the Account shall only be done after the Client has paid all amounts owed to the Bank.

**3.** The Bank may decide to waive this term and immediately accept the termination of the business relationship.

**4.** If there is a card attached to the current account, the closure of the account at the Client's request shall be done after 30 calendar days from the blocking of all attached cards and the settlement of all transactions pending completion by card, recorded on the account.

### **7b. Termination of the Account Relationship at the Initiative of the Bank**

**1.** The Bank has the right to unilaterally terminate the contractual relationship, at any time, by a prior notification served to the Client on hard copy or other durable medium, at least 2 (two) months before

the termination, without the need to present the reasons for its decision.

In case of termination, until the date of termination of the contract, the Client shall execute all obligations assumed towards the Bank under these GBC or the specific documentation.

**2.** The Bank is entitled, without a formal notification, unilaterally, without prior notice and without fulfilling any other judicial or extrajudicial formality, to close any account of the Client, including related products and/or services, in the following cases of default or fault:

- (a) The Client does not provide or refuses to provide the information and documentation requested by the Bank, within the deadline indicated by the Bank or in any other situations set by the Bank and communicated to the Client or the latter provides false, contradictory, insufficient, erroneous or incomplete information;
- (b) if the Bank has information or suspicions that the Client's use of the accounts and amounts existing in them would be related to fraud, money laundering or terrorist financing activities, or the Client is subject to restrictive measures by domestic and/or international bodies;
- (c) the breach by the Client of their obligation to pay the fees and costs owed;
- (d) if the Client fails to comply with the operating conditions of the account or of the products and services attached to it;
- (e) in the event that, after opening an account, Know-Your-Client rules with regard to checking the identity of the Client, the beneficial owner and/or the origin of funds can no longer be applied;
- (f) the breach of any of the obligations set out in these GBC or in any specific contracts concluded between the Bank and the Client.

**3.** The Bank shall immediately notify the Client about the measure taken.

#### **7c. Dormant Account. Closure**

**1.** If there are no operations on the account over a 12-month period, except for the debiting operations carried out by the Bank in relation to the bank fees/charges corresponding to products and services and, as applicable, the crediting operations of interest subsidized by the Bank, the Bank is entitled to close the Client's accounts.

**2.** If the account balance is zero or debtor, the Bank may close the Client's accounts without the prior or subsequent notice to the Client

If the account records a credit balance, the Bank shall notify the Client about the closure of the account, following the measure taken.

**3.** The Bank shall not notify the Client about the transition of the account to the "dormant" state".

#### **8. Situation of Deceased Clients**

**8.1.** In the event of the death of the Client, the accounts shall be frozen by the Bank on the date when a written notification is submitted by any person concerned, having attached the death certificate (death certificate, court decision declaring death, etc.), or on the date on which the Bank queries the National Register of Persons Records and identifies information certifying the Client's death, and the Bank shall continue to allow only those operations necessary for the liquidation and closure of the Client's accounts.

Based on the agreement concluded with the D.G.E.P., the Bank shall periodically query the National Register of Persons Records for all Romanian resident clients, and the information regarding the Client's death

(including the date of death) shall be retrieved and automatically recorded in the Bank's systems.

**82.** The Bank reserves the right not to calculate interest on credit or debit balances of the accounts of the deceased Client. In case of existing deposits, the Bank has the right to order their early liquidation, and the resulting amount of money shall be transferred to the current account or to another consignment account.

**83.** The Bank may not be held liable for any damage if it executes the instructions given by any of the proxies on the account, or legal representatives before receiving the death certificate.

**84.** The amounts found in the accounts of the deceased Client, or the amounts found in the consignment accounts opened by the Bank on the name of the Client shall be made available to the legal successors, based on and in compliance with the mentions in the heir certificate issued under the conditions of the law, submitted to the Bank in original or certified copy and after withholding the charges and fees owed to the Bank.

**85.** The Account shall be closed on the date when the Bank transfers to the heirs/successors of the account holder the balance of the Client's account whose death was notified to the Bank.

## **9. Limitation Period**

As a result of the termination of the contractual relationship, in any of the situations above, the Client (including if this right is exercised by the heirs designated by the heir certificate) may request the Bank to refund the amounts that represented the credit balance within the legal limitation period. During this period, the amounts recorded in the balances of closed accounts shall be kept by the Bank at the disposal of the Client, in special non-interest-bearing accounts. For keeping amounts in inactive accounts, the Bank may charge commissions. If the closure of the account was done at the initiative of the Bank, the limitation period is calculated from the date when the Client was notified in this regard, at the last domicile notified to the Bank.

## **10. Charges. Fees. Interest. Costs. Exchange Rate**

**101.** For the products offered and for the services associated with the current account, the Bank applies the fees agreed with the Client according to the "List of Rates and Fees" and specific documentation.

**102.** The Bank is authorized to debit the Client's accounts, on the due date, automatically and without notice, with all amounts necessary to cover interest, commissions, fees and/or bank charges related to the operations carried out.

**103.** If there is no special agreement between the Bank and the Client regarding commissions, fees and/or charges, the Bank shall charge the standard commissions, fees and/or charges, valid at the time when the operation is performed, and which are set out in the "List of Rates and Fees". The Bank shall inform the Client about the Bank's standard commissions, fees and/or charges upon the opening of the account.

The Bank may change the standard level of commissions, fees and/or charges and any other costs related to current accounts, current savings accounts and deposits, provided that it informs the Client of the changes, by notifying the latter 2 (two) months before applying the change.

**104.** Some transactions, involving the participation of other banks may generate additional costs, which shall be borne separately by the Client.

The calculation of commissions, fees and charges in equivalent shall be done at the NBR exchange rate valid for the day of their registration in the accounting records.

**105.** The Bank may apply lower rates during promotional campaigns, and after the end of such campaigns it shall return to standard fees.

**106.** In business relationships with Clients, the Bank shall use its own interest rates, valid at the date and time when the operation is performed, based on the reference interest. These interest rates shall be displayed at the Bank's premises or on the web page. For the amounts that the Bank deems significant at the time when the operation is performed, the interest may be negotiated, on a case-by-case basis.

Any interest calculated on a daily basis on the amounts found in the Clients' current accounts, current savings accounts or deposits shall be determined according to the following formula:

$$D = \frac{Sc * Rd * Nz}{365}, \text{ where:}$$

**D** = calculated interest

**Sc** = liquidity found in the account (credit balance of the account)

**Rd** = interest rate in force corresponding to the calculation period, expressed as a percentage

**Nz** = number of calendar days

For current accounts and current savings accounts, interest is calculated on a daily basis on the account balance, and is registered on a monthly basis in the account on the first business day of the following month.

For other types of accounts, interest shall be paid by the Bank/Client under the conditions and terms set out in the specific contracts concluded between the Bank and the Client.

**107.** The interest subsidies are subject to the tax regulations in force.

**108.** For cross-border collection or payment operations, where the currency of the receiving account differs from the currency of the payment order, there are additional foreign exchange risks. For the amounts received in a currency other than the currency of the account, the Client agrees that the Bank shall credit the existing account indicated by the IBAN mentioned in the payment instruction by the payer through the currency conversion of the amount received. The exchange rate used for this conversion shall be the one used by the Bank at the time when the transaction is performed.

**109.** For payment orders requiring or involving a currency exchange, the Client expresses their consent to the exchange rate used in such transaction by filling in and signing the payment order/document.

## **11. General Conditions Applicable to the Loan Deployment Account**

### **11a. Opening Loan Deployment Accounts**

- 1.** Loan deployment accounts are opened at most when signing the loan contract between the Bank and the Client.
- 2.** Loan deployment accounts are opened in the currency of the loan requested.
- 3.** For loans in foreign currency, it is necessary to open two loan deployment accounts: one in the loan currency and one in RON, to collect the rates and fees to be charged in RON, regardless of the loan currency (collateral assessment rate, RNPM rate, etc.).

4. The loan deployment account does not bear interest.
5. Following the full withdrawal/transfer of the amounts from the loan granted, the Bank does not allow further payment/transfer operations from this account to other accounts of the borrower or of other beneficiaries. If such unpermitted operations are performed, the Bank shall be entitled to recover the corresponding commissions from the borrower, at the level of those applied for similar operations carried out through the current account.

### **11b. Operating in Loan Deployment Accounts**

1. The loan deployment account is credited with amounts representing:
  - (a) rates related to associated services and commissions owed by the Client for granting and deploying a loan;
  - (b) loan usages;
  - (c) monthly payable debt, according to the repayment schedule or for early repayments;
  - (d) penalties/increases/additional costs applied for late payment of the monthly debt;
  - (e) any other amounts necessary for analyzing and granting the loan (e.g., own contribution in the case of real estate investment loans).
2. The loan deployment account is debited with amounts representing:
  - (a) payment of rates related to associated services for granting and deploying a loan;
  - (b) loan usage: by drawing the amount in cash (in case of loans with no intended use) or by transferring the amount to an own current account or that of another beneficiary;
  - (c) payment of commissions owed for granting and deploying a loan;
  - (d) repayment of the monthly payable debt, early repayments;
  - (e) payment of penalties/increases/additional costs applied for late payment of the monthly debt;
  - (f) transfer of other amounts, mainly according to the intended use of the loan (e.g., own contribution).

### **11c. Closing Loan Deployment Accounts**

The loan deployment account shall be closed by the Bank upon the payment of all debts arising under the loan agreement.

## **B. Provisions concerning Payment Services**

### **1. Receiving and Executing Payment Instructions**

The Client may instruct the Bank to perform payment operations from its current account, in their name and on their behalf, by filling in and signing the forms made available to them in the Bank's branches, by using the Internet Banking and/or Mobile Banking apps provided by the Bank, and by using security data, by card or by another method agreed by the parties under the specific documentation. The initiation of payments by the apps provided by the Bank may also be done by using a mobile telephone number of the payee, if third party services integrated in the Internet Banking and/or Mobile Banking apps are accepted and used (for example, the use of the Aliaspay service provided by TransFond, etc.). For initiated interbank payments, the Bank provides a facility offered through the Beneficiary Name Display Service (SANB). This service is intended to inform the payment initiator about the identity of the beneficiary – the truncated name

displayed is generated based on the beneficiary's name or business name as recorded in the records of the beneficiary's bank. The service contributes to reducing online fraud risks associated with transfers made based on the IBAN, provided that the beneficiary's bank has adhered to the Beneficiary Name Display Service.

**1.1.** Payment instructions may be authorized by the Client by using a payment instrument provided by the Bank or agreed upon between the Bank and the Client.

**1.2.** Upon any access to the account, the Bank checks whether the request is instructed by the Client. If the request is addressed in a branch, the Bank shall request from the Client an identity document with a photo, as well as any other documents considered by the Bank as necessary in order to perform the transaction. If the account is accessed by using the card or the Internet Banking or Mobile Banking apps, the Bank shall assume that the request has been instructed by the Client if security data are used.

"Security data" shall mean: (i) passwords, PINs, security codes and memorable data; (ii) biometric data (such as fingerprint, facial or voice ID); (iii) identification data set up by the Client or provided by the Bank for telephone, Internet Banking or Mobile Banking.

**1.3.** Before requesting the Bank to perform the payment operation, the Client shall ensure that their instructions are clear, all data and information necessary to make the payment are correctly mentioned, and the amount necessary to process the payment is found in the account, including to cover the charges and fees charged by the Bank or third parties, if applicable.

**1.4.** The Bank shall make the payment based on the information provided by the Client. If the information provided is incorrect, the Bank shall not be liable if the payment will not be made, is delayed or is made incorrectly.

**1.5.** The Bank shall be held responsible for the correct execution of payment orders according to the instructions received from the Client, within the limits and under the conditions set forth in these GBC or in the specific documentation. The payment order shall be deemed to be correctly executed as far as the payee is concerned if the amount is transferred to the account with the IBAN code specified by the Client in the payment order, regardless of the accuracy of the other information submitted by the Client. If the IBAN code provided by the Client is incorrect, the Bank shall not be liable for the non-execution or defective execution of the payment operation.

**1.6.** If a payment has been executed incorrectly by the Bank, and the Bank cannot prove that the payment was executed according to the instructions received, or that the payment was received by the beneficiary's bank, without delay, the Bank shall credit the Client's account either with the incorrectly debited amount, or with the debited excess in case of an excess payment.

**1.7.** In certain situations, the amount to be credited to the beneficiary's account may be lower than the amount paid, caused by external factors, such as, without limitation: fees charged by intermediary banks, exchange rate differences, etc.

**1.8.** For cross-border payments, it is possible for the Bank to use the services of a correspondent bank or a bank in the country where the payment is sent.

**1.9.** The Bank has the right to apply financial or other limits to payment orders given by the Client. The Bank shall provide the Client with information on financial or other limits regarding payment orders, by specific documents.

In order to comply with the legal obligation of continuously monitoring the relationships with

its Clients, the Bank may postpone and/or suspend the execution of any transaction ordered by the Client/proxy, in situations where it deems as necessary an additional examination thereof or the receipt of supporting documents/information from the Client. The Client/proxy shall be informed about the execution of the transaction by the statement of account..

## **2. Refusal to Execute the Client's Payment Instructions**

**2.1.** The Bank may refuse to execute any orders, instructions, statements and communications to the Bank, or refuse to accept a payment if in the reasonable opinion of the Bank:

- (a) the signature on them does not comply with the signature specimen submitted by the Client or proxy on the special form provided by the Bank;
- (b) there are suspicions regarding the unauthorized use of the credentials used by the Client or the proxy to access and/or use the Bank's apps;
- (c) the elements necessary for their execution are not clear or are incomplete, feature alterations, are not filled in, or do not meet the requirements that apply to such service or product;
- (d) if there are insufficient funds in the account;
- (e) The Bank could breach a law, regulation or other duty applicable thereto, such as, without limitation, account freezing measures ordered by an authority (garnishment, seizure, etc.), a payment made to or from persons or countries subject to restrictive measures, etc.;
- (f) the information and/or supporting documents expressly requested by the Bank are not provided within the specified deadline.

**2.2.** Provided that the Client's account is frozen or restricted under the conditions of Chapter II, Paragraph A, point 6. Blocking the Accounts, the Bank may request the Client to confirm in a manner acceptable to the Bank, payment orders or other payment instructions or for other reasons, if any of the situations listed in Chapter II, Paragraph A, point 6. Blocking the Accounts becomes relevant.

**2.3.** Unless there are no legal restrictions preventing the Bank from communicating to the Client the reasons for refusal, the Bank shall inform the Client as soon as possible about the refusal to execute the payment order and, if possible, the reasons for the refusal, as well as any remedies for the errors in the payment instructions.

**2.4.** The Bank may not be held liable if there was a reasonable reason to refuse a payment, and it acted reasonably and in compliance with the provisions of this paragraph. The Bank may not be held responsible if a third party refuses to collect the payment, or if a card is not accepted for payment. The Bank may not be held responsible for any fluctuation in exchange rates if the operations are performed in different currencies.

**2.5.** A payment order, the execution of which has been refused by the Bank is deemed not to have been received.

### **3. Execution Term**

If no legal or contractual restrictions are imposed with regard to the Client's accounts, the Bank shall carry out the processing and settlement of payment operations according to the Cut-off Time for receiving instructions, and the maximum term for the execution of operations, as such are set by the "Cut-off Time for receiving instructions, and the maximum term for the execution of operations" communicated to the Client upon the initiation of the business relationship or as such are amended periodically by the Bank and published on the Bank's web page.

### **4. Withdrawal/Revocation or Variation of Instructions**

**4.1.** The Bank cannot change or cancel a payment order/payment instruction once it has received it, such as cash withdrawal using the debit card, online transfers or debit card payments. In order to recover the amounts paid, the Client may address the person to whom the payment was made for the refund of the amount of money. The payer may withdraw their consent at any time, but not later than the time of irrevocability.

**4.2.** The Bank may contact the payee's bank, in the name and on behalf of the Client, usually within 3 business days, to try to recover the amount of money claimed. If the amount of money cannot be recovered, the Bank may provide to the Client, at their request, the necessary information to be able to initiate a legal action.

**4.3.** Recurring or future payments can be cancelled no later than 5:00 p.m. on the bank business day preceding the day set for execution. If the revocation of a payment is nevertheless possible, the Bank reserves the right to charge the Client a revocation fee.

### **5. Failure of Execution or Incorrect Execution of Operations**

**5.1.** If a payment from the account has not been authorized, the Client must immediately notify the Bank. Unless the Client is not entitled to be refunded the amount of money, the Bank shall refund the payment that was not authorized.

**5.2.** If there are reasonable grounds for the Bank to believe that there is no right to reimbursement at the time of the Client's request, the Bank may request any information or documents before refunding the amount of money.

**5.3.** The Client shall remain liable:

- (a) for all the payments made from their bank account, if they have acted fraudulently;
- (b) if, deliberately or negligently, they have failed to keep the payment instrument and passwords or PIN secure;
- (c) for any payments taking place before notifying the Bank that the payment instrument has been lost or stolen.

**5.4.** If Bank refunds an unauthorized payment transaction and reasonably determines that such payment transaction was unauthorized, as a result of the Client's negligence, intentional failure to fulfil obligations or fraud, the Client acknowledges and agrees that the Bank may reverse any such reimbursement credited to their account.

If the Client denies that they have authorized a payment operation that was executed or claims that the payment operation was not correctly executed, the Bank shall have the right to carry out checks

to prove that the payment operation was authorized, authenticated, correctly recorded, entered into the accounts and was not affected by any technical malfunction or other deficiencies, and may request additional information and documentation in this regard. The Client's refusal to cooperate entitles the Bank not to honor the former's requests.

**5.5.** For payments, if following the checks made by the Bank it is found that a payment operation has not been authorized, the Bank shall reimburse the Client the amount corresponding to the unauthorized payment operation and, if applicable, shall restore the debited account to the situation in which it would have been if the unauthorized payment operation had not been made.

**5.6.** The Client shall not be liable for unauthorized payments after they have notified the Bank about the loss, theft or unauthorized use of the card - unless the Bank can prove that they have acted fraudulently.

**5.7.** The Bank may only refuse a refund if it can prove that the transaction was authorized by the Client, or the payment reached another person or is delayed because the Client provided incorrect or incomplete details.

**5.8.** The Client must inform the Bank about an unauthorized or incorrect payment within 13 months of making the payment. If the Bank is not informed within the afore-mentioned deadline, the Client shall lose any right to reimbursement.

## **C. Provisions Related to Cards**

### **1. General Terms of Use**

For the transactions performed through POSs, transactions performed through merchants' web pages, and for cash withdrawals from ATMs/POSs, the Bank provides its Clients with cards attached to current accounts in RON and/or foreign currency.

### **2. Card Issuance**

**2.1.** Card issuance is done based on the Client's Request, expressed through the specific forms provided by the Bank, including in an accessible format, such as printed in Braille, at the Client's express request.

**2.2.** The Client may request, by the Card Issuance Application, the issuance of a Main Card, issued on their name, and any number of additional cards, issued on the name of the Additional Card Users, entitling the Additional Card User to dispose of the funds in the Client's current account. All cards attached to the same current account must be issued under the logo of the same international card organization (Mastercard or VISA).

**2.3.** The Card Issuance Application requesting the issuance of an additional card must also be signed by the Additional Card User.

**2.4.** Both the card to be issued, and the other cards that will be issued later to replace or renew the original card, in compliance with these provisions, shall be delivered to the Main or Additional Card User through the Bank's branches or by courier service, to the correspondence address declared by them.

**2.5.** The card remains at the disposal of the Main or Additional card User, at the Bank's locations, for a period of 30 (thirty) calendar days from the date of issue.

If within this period the Card is not taken over from the Bank, it will be destroyed, with the corresponding application of the issuance fee, if applicable, or the administration fee for the first month of Card using, by debiting the Card Account, and the Bank cannot be held liable in any way.

### **3. Obtaining PIN Code and Card Activation**

**3.1.** For security reasons, the card is issued inactive.

**3.2.** To obtain the PIN code, the Main or Additional Card User will send an SMS from the telephone number declared to the Bank with the code written in the welcome letter accompanying the Card, to the telephone number mentioned therein. The Processor will send the PIN Code by SMS to the telephone number declared to the Bank by the Main or Additional Card User. The PIN may be changed at any time only at the ATM terminals belonging to the Bank. The PIN belongs exclusively to the Card in question, having a personal and confidential nature, and the entering thereof when performing an operation represents the irrevocable consent of the Main or Additional Card User to perform such operation.

**3.3.** The Code written in the welcome letter is valid for 30 days from the date of issuance of the Card. In the case the PIN code is not requested during this period and the Main or Additional Card User wishes to generate a new PIN Code, the PIN Code regeneration fee will be charged in accordance with the provisions of the "List of fees and commissions applicable to Individuals, in force.

**3.4.** In order to validate the PIN Code and activate the Card, the Main or Additional Card User must make the first transaction (financial or non-financial) at any ATM.

**3.5.** Upon the issuance, the card is unblocked for transactions made online, and the Main or Additional Card User may request its blocking for online transactions at any time.

**3.6.** All cards issued by the Bank are automatically enrolled in the 3D Secure system.

### **4. Card Usage**

**4.1.** With the card, the following types of operations can be performed:

- (a) purchases at any merchant in possession of POSs displaying the logo found on the card (Mastercard/VISA), in the country or abroad;
- (b) cash withdrawals from any ATM/POS displaying the logo found on the card (Mastercard/VISA), in the country or abroad;
- (c) mail order/telephone order transactions;
- (d) online transactions, such as e-commerce, on the Internet;
- (e) top-up transactions (money transfer using the card issued by the Bank to transfer own funds to another account or card issued by another financial institution);
- (f) balance queries at the Bank's ATMs;
- (g) obtaining the mini-statement of account from the Bank's ATMs, etc.

**4.2.** The card must not be used for any illegal purpose, including the purchase of goods or services prohibited by the law.

The card may be used within the number and amount limits communicated by the Bank under the document "Daily Card Transaction Limits", provided to the Main or Additional Card Users at the premises of the branches or on the Bank's web site.

**4.3.** The Bank may change the daily card transaction standard limits at any time, informing the Client accordingly by displaying the document at the premises of the branches or on the Bank's web site.

**4.4.** The Client may request the Bank, for a certain period of time, to increase or decrease the usage limits above/below the standard values, at the premises of the branches or by calling the Client Service at the phone numbers indicated on the back of the card, from Monday to Friday, between 9:00 a.m. and 5:00 p.m.

## **5. Authorization of Transactions**

### **5.1. Authorization of ATM Transactions**

ATM transactions are authorized by the Main or Additional Card User by entering the PIN related to the card.

### **5.2. Authorization of POS Payment Transactions with Contact**

Payments with contact at the POS are authorized by the Main or Additional Card User by entering the PIN related to the card.

### **5.3. Contactless Authorization of POS Payment Transactions**

The contactless authorization of payments is done as follows:

- (a) Automatically, via the contactless technology and the information on the card chip, when:
  - the value of the transaction is less than RON 100 on the territory of Romania, and EURO 50 in the EEA, respectively, and the limit set by another country on whose territory the transaction is performed, respectively;
  - the number of consecutive contactless transactions does not exceed 5 transactions.
- (b) by entering the PIN code by the card user at the POS terminal, when:
  - the value of the transaction is higher than RON 100 on the territory of Romania, and EURO 50 in the EEA, respectively, and the limit set by another country on whose territory the transaction is performed, respectively;
  - the number of consecutive contactless transactions exceeds 5 transactions.

### **5.4. Authorization of Payment Transactions on the Internet, 3D Secure:**

3D Secure payments are made using strong Client authentication (SCA), as follows:

- (a) Through mobile apps intended for smartphones with IOS or Android operating system, authorization using:
  - biometrics (Touch ID, Face ID), for access to the app, and for the actual authorization of the transaction;
  - phone unlock code (if, according to the option of the Main or Additional Card User, the biometrics function is not enabled), for access to the app, and for the actual authorization of the transaction.
- (b) By the 2-factor authentication method, if the Main or Additional Card User does not have the possibility to use mobile apps, as follows:
  - First factor: static password (rule);
  - Second factor: OTP SMS.

## **6. Settlement of Transactions**

### **6.1. For cards issued in RON:**

- (a) transactions performed on the territory of Romania (in RON) will be settled from the current card account with the value in RON of the operations performed.
- (b) transactions performed abroad, involving payment to merchants whose accepting bank (i.e., the bank where the merchant's account is opened) is outside Romania, will be settled in EUR for Mastercard cards and in RON for VISA cards. These transactions will be recorded on the card account, and for this purpose the following operations shall be performed:
  - currency exchange between the currency of the original transaction and the settlement currency (EUR for Mastercard cards and RON for VISA cards), which will be processed by Mastercard, and VISA, respectively, at its exchange rate on the day when the transaction was performed;
  - currency exchange between the settlement currency (EURO for Mastercard cards) and the currency of the card account (RON), which will be processed by the Bank using the sale exchange rate for transactions through the exchange office on the settlement date, with the Bank being empowered to do so by these GBC. The above-mentioned exchange rate is displayed on the official web site of the Bank.

### **6.2. For cards issued in EURO:**

- (a) transactions performed on the territory of Romania (in RON) will be settled from the current card account with the value in EURO of the operations performed, which will be processed by the Bank using the exchange rate at purchase for transactions through the exchange office on the settlement date, with the Bank being empowered to do so by these GBC. The above-mentioned exchange rate is displayed on the official web site of the Bank;
- (b) transactions performed abroad, involving payment to merchants whose accepting bank (i.e., the bank where the merchant's account is opened) is outside Romania, in EURO, will be settled from the card current account with the value in EURO of the operations performed;
- (c) transactions performed abroad, in a currency other than RON or EURO, involving payment to merchants whose accepting bank (i.e., the bank where the merchant's account is opened) is outside Romania, will be settled in EURO. These transactions will be recorded on the card account, and for this purpose the currency exchange between the currency of the original transaction and the settlement currency (EURO) will be done, which will be processed by Mastercard, at its exchange rate on the day when the transaction was performed.

**6.3.** For transactions ordered via the virtual environment - internet, the currency used by the merchant to submit the transaction for authorization/settlement (through the accepting bank) to Mastercard/VISA may differ from the one displayed on merchants' sites.

**6.4.** In the case of online transactions, the currency used by the merchant to transmit the transaction for authorization/settlement (through the accepting bank) to Mastercard/Visa may be different from the one displayed on the merchants' website.

**6.5.** E-commerce or top-up transactions, processed by accepting banks outside Romania, are considered to be international transactions and, consequently, the settlement is made through the international channel in EURO for transactions performed with Mastercard cards and in

RON for transactions performed with VISA cards.

**6.6.** The exchange rates charged by the International Card Organizations under whose logo the card was issued (Mastercard/VISA) can be viewed on their web pages, under the dedicated section.

## **7. Rights of the Bank**

**7.1.** The Bank reserves the right to reject the application for the issuance of a main or additional card, providing the Client with the reason for the refusal, upon the latter's request.

**7.2.** The Card is the property of the Bank, and can only be picked up and used by the Main or Additional Card User, who has no right to transfer it to any other person.

**7.3.** The Bank reserves its right to change the daily card transaction limits, without prior notice, and will inform the Client about these changes through the mutually agreed channels, in accordance with its internal policy and regulations in force.

**7.4.** The Bank is entitled to block the card and/or refuse to authorize a transaction with the Card and/or withdraw or suspend the use of the card (main/additional) and/or refuse to issue a new card or replace the card under the conditions set out in the GBC. The Bank informs the Client about this decision by sending a notification in the manner agreed with the Client as soon as possible (without the latter being relieved of financial liability for card transactions), and in case of providing false data in the Current Account Opening Application/Current Account Product Packages/Card Issuance Application, committing fraud or in case of suspicion of fraud or other objectively justified reasons, such as, without limitation: alerts received through the Mastercard/VISA system, suspicions, about the possibility of copying the card (fraudulent cloning of the card) or knowledge of the PIN by other persons, suspicion of unauthorized or fraudulent use of the card, the Bank shall not notify the Client in advance.

**7.5.** The Bank shall inform the Client in relation to the blocking of the card, as well as the reasons for such blocking immediately after blocking the card, unless the provision of such information affects objectively justified security reasons, or if the disclosure is prohibited by other legal provisions. The Bank shall proceed to unblock the Card as soon as the reasons that have led to the blocking of the instrument cease to exist.

**7.6.** The Bank accepts no responsibility for damages caused to the Client by the Additional Card User.

**7.7.** The Bank shall automatically debit the current account attached to the card with (i) the equivalent value of the transactions performed with the card, (ii) the charges and fees applicable to natural persons, charged by the Bank for the use of the card, (iii) the premiums of insurance services attached to the card, if applicable, as well as (iv) the equivalent value of other products and services contracted by the Client from the Bank, with the Client expressly expressing their agreement and mandating the Bank to perform such operations, with the execution of the Card Agreement.

**7.8.** The Bank may not be held responsible for any limitation on the card usage applied by another accepting bank.

**7.9.** Any operation leading to unauthorized overdraft shall be notified by the Bank by means of the following monthly statement of account, and must be covered by the Client by paying such amounts, within maximum 5 days from the date of communication of the monthly statement

of account by the Bank. During the period of existence of the unauthorized overdraft, the Bank shall charge, until full payment by the Client, the penalty interest applicable to the amounts representing unauthorized overdraft, in compliance with the provisions of the "List of Rates and Fees Applicable to Natural Persons". During the period of existence of the unauthorized overdraft, the Bank may suspend the use of the card. After the full coverage of the value of the unauthorized overdraft and the related interest calculated by the Bank, the card will become functional again, under normal conditions.

**7.10.** The Bank shall not be liable to the Client for the late debiting of transactions, if this delay is due to factors beyond the Bank's control (for example, without limitation: delays due to merchants or financial institutions in transmitting the transactions for settlement, delays due to national or international communication problems, etc.).

## **8. Obligations of the Bank**

**8.1.** After accepting the Card Issuance Application, if applicable, according to the Client's option expressed in the application, the Bank will open a current account with card attached on the Client's name.

**8.2.** The Bank will block the card notified by the Client/Additional Card User as lost/stolen, immediately after the time this is announced by the Client/Additional Card User.

**8.3.** Upon request, the Bank will replace the card declared in writing by the Client/Additional Card User as lost/stolen or damaged/demagnetized or which needs to be modified as a result of a name change, and the Client agrees to pay the card reissue fee.

**8.4.** The Bank shall assume the risk for the amounts traded via the card for the value of the transactions initiated after the time the Client/Additional Card User has announced the loss, theft, destruction, blocking, compromise, malfunction of the card or the possibility that there may be a copy of it or that unauthorized persons may know the PIN/personalized security elements. For transactions made prior to this time, the Client and the Additional Card User shall remain fully responsible according to the provisions below.

**8.5.** The Bank shall not be liable for any damages arising from the unauthorized use of the card if the Client/Additional Card User have acted fraudulently or did not comply with their contractual obligations regarding the card, intentionally or by gross negligence.

**8.6.** The Bank shall notify the Client about the expiry date of the card/additional card, 30 days before its expiry, in order to obtain the agreement for reissue. Should the Client request the renewal of the card, the Bank shall proceed to reissue a new card. The reissue of the card will not be done automatically by the Bank.

## **9. Rights of the Client/Additional Card User**

**9.1.** The Client has the right to be informed, upon request, about the status of the account corresponding to the card, including the operations performed by the Additional Card User.

**9.2.** The Client has the right to cancel the right of use of any Additional Card User by an express request addressed to the Bank.

**9.3.** The Client/Additional Card User has permanent access to the Client Service in order to

request, based on the password or personal identification data, the blocking of the card in case of loss/theft or damage, and to obtain information about their card/account, as applicable.

**9.4.** The Additional Card User has the right to use the liquidities found in the current account attached to the card, liquidities and/or operations that may be limited by the Client, according to the Daily Transaction Limit Change Application.

**9.5.** The Additional Card User is not entitled to request the termination of the Card Agreement.

**9.6.** The Additional Card User may only request from the Bank information on their own card transactions.

## **10. Obligations of the Client and of the Additional Card User**

**10.1.** The Client has the obligation to inform the Additional Card User of their obligations and rights with regard to the use of the card.

**10.2.** The Client and the Additional Card User are jointly and severally liable for the use of the card, according to the Card Agreement.

**10.3.** Upon receiving the card, the Client and the Additional Card User have the obligation to check its integrity and sign the acknowledgement of receipt.

**10.4.** The Client and the Additional Card User have the obligation to only use the electronic payment instrument in compliance with the provisions of the Card Agreement, the GBC, as well as the applicable legal regulations in force.

**10.5.** The Client and the Additional Card User have the obligation to exercise all due diligence to ensure the security of the card and personalized security elements (PIN, card identification number card expiry date, CVV/CVC code, etc.). In this regard, they have the obligation not to disclose to a third person the PIN, other identification code and/or password or any other confidential information.

**10.6.** The loss or theft of the card must be immediately notified by phone to the Client Service, at the telephone number +40 21 202 69 99, available 24 hours a day, 7 days a week.

**10.7.** In case of loss, theft, damage or blocking of the card, registration in the Client's account of transactions unauthorized by the latter or by the Additional Card User, any errors or irregularities arisen as a result of the Bank managing the account, suspicions about the possibility that the card may have been copied, or that third parties may know the PIN/password, or in case of finding any card malfunctions, following the urgent notification of the Client Service by phone, the Client and/or the Additional Card User have the obligation to subsequently notify the Bank in writing. Until the time when they notify the Bank, the Card User shall retain full responsibility for all the transactions performed via the lost/stolen card, and shall bear all losses related to such transactions up to the limit of the equivalent in RON of the amounts set out by the banking regulations in force, depending on the nature of the security elements used and the situations in which it was lost, stolen or used without right, according to the legislation in force, up to the amount of EUR 30, or the equivalent in RON. The liability of the Client regarding the coverage of losses is full and joint if it is proven that the Main/Additional Card User have acted negligently, and/or in a fraudulent manner.

**10.8.** When purchasing goods and services, the Main or Additional Card User must check the content

of the receipts for such transactions. A completed transaction (already entered into the settlement circuit) cannot be revoked/cancelled by the Main or Additional Card User.

**10.9.** With this clause, the Client expressly authorizes the Bank to debit any account opened on their name with the Bank for the recovery of payment obligations resulting from commercial transactions made with the card, commissions, execution expenses, and if the account does not have sufficient liquidities, the afore-mentioned amounts shall be collected with priority over other debits of the Client, in compliance with the exceptions laid down by the law. In this regard, the Client authorizes the Bank to perform any currency exchange from its liquidity using its own quotations so as to settle the amounts found in the banking circuit, as well as the related charges and fees. In these cases, the currency exchange shall be done without the need for another agreement from the Client, for each case, and without the latter filling in the forms necessary for performing currency exchanges, respectively, with all the operations being performed based on the mandate granted to the Bank under this clause.

**10.10.** The Client and the Additional Card User have the obligation to provide in the Current Account Opening Application/Current Account Product Packages for Natural Persons/Card Issuance Application, a valid, individual and personal e-mail address and a personal telephone number valid on the territory of Romania that they have exclusive access to, in order to ensure the confidentiality of the information received on this channel from the Bank.

**10.11.** The provisions of CHAPTER I – The Client’s Relationship with Bank Paragraph F. Conventional Proxies of these GBC also apply to the contractual relationship related to cards.

## **11. Challenging the Transactions**

**11.1.** If the Client finds in the statement of account an unauthorized or incorrectly executed payment operation, which may generate complaints, they may notify this in writing to the Bank without undue delay, but not later than 13 months from the debiting date, by filling in a challenge (with the possibility of using in this regard the standard form provided by the Bank). Otherwise, the Bank, in the absence of a notification, considers that the Client has acknowledged and unconditionally accepted the transactions contained in such statement of account. The Bank shall initiate the specific procedures for refusal of payment, in compliance with the international Mastercard/ VISA terms and procedures in force. Payment refusal procedures will be resolved in accordance with the rules of Card Organizations and mandatory legal regulations regarding the use of Cards. According to the Regulations of Card Organizations, disputes regarding challenged transactions must be initiated within a maximum period of 120 days from the date of highlighting the transaction on the account statement or from the date on which the Client and/or the additional card user should have taken possession of the purchased good/service.

**11.2.** The Bank shall analyze the challenge and communicate to the Client its response within the legal deadline, taking into account the time when it was registered with the Bank. This response may be an intermediate one, if investigations require extended terms, in compliance with the provisions of the Mastercard/VISA international regulations in force. In order to settle the challenge, the Bank may request additional documents from the Main or Additional Card User, who shall provide them within 3 business days from the time when the Bank has made the request.

**11.3.** The result of the analysis shall be communicated to the Client within maximum 120 calendar days after the date when the payment refusal was initiated.

If the challenge is settled in favor of the Client, the Bank shall credit the account with the amount of the transaction.

**11.4.** If the challenge is not settled in favor of the Client, the Bank shall justify the refusal to refund the amount. If the Bank finds that the Client's refusal to pay was not justified, the Bank shall be authorized to debit the account that the card is attached to with the equivalent value of the fee for the unjustified refusal to pay set out in the "List of Rates and Fees Applicable to Natural Persons".

**11.5.** The value of compensation that the Bank is responsible for shall be determined in accordance with the legislation in force.

## **12. Card Suspension or Withdrawal**

**12.1.** The provisions of Chapter II, Letter A, points 6 and 7 of these GBC shall also apply "*mutatis mutandis*" to the suspension or withdrawal of the card.

**12.2.** The Agreement may be terminated by the Bank, without the obligation of any notification, upon the closure of the Client's current account attached to the card, in case of non-compliance by the Client and/or Additional Card User with the contractual obligations, or if the Bank considers that it is exposed to legal, reputational or operational risks as a result of the transactions performed by the Client. In case of termination of the Card Agreement, the parties shall remain fully liable for fulfilling the obligations assumed and left unfulfilled at the date of termination of the Card Agreement.

**12.3.** In case of non-compliance by the Client and/or Additional Card User with any of the contractual obligations, incorrect/false personal data entry in the Current Account Opening Application/Current Account Product Packages/Card Issuance Application, the provision of any other false or incorrect information/documents, fraudulent operations by the Client and/or Additional Card User and/or their involvement in fraudulent activities or likely to bring risks within the banking system, the Bank may terminate the Agreement by operation of law, without notice and without any other prior notification or formality, judicial or extrajudicial, and without the intervention of the court.

**12.4.** If during the notice period or during the card blocking period, throughout the term of the Card Agreement or after the termination of the Card Agreement, the accepting merchants submit to the Bank for settlement commercial transactions previously performed by the card user, the Client undertakes to pay their equivalent value, brought to the attention by means of the statement of account indicating the amount to be paid and the deadline by which this payment must be performed.

## **D. Deposit Guarantee Information**

**1.** The Bank participates in the Bank Deposit Guarantee Fund. The deposits in the Bank's records are guaranteed under the conditions and limits of the law, within the limit of the guarantee ceiling per depositor, and per credit institution.

**2.** Deposit Guarantee Information is made available to the Client by the Bank through specific documentation and/or on the Bank's web page.

## **CHAPTER III – LENDING AND OTHER SERVICES PROVIDED BY THE BANK**

### **A. Lending Services**

#### **1. Loans**

**1.1.** The Bank may grant loans to its Clients according to its internal rules and procedures. Clients undertake to observe the intended use of loans, as well as the obligations and commitments undertaken towards the Bank according to the agreed lending documentation.

**1.2.** If the Bank grants a credit facility on the current account, the GBC shall be supplemented by the provisions of specific loan agreements.

#### **2. Securities**

**2.1.** The Client is required to establish, at the request of the Bank, securities deemed adequate by the Bank for the fulfillment of the Client's obligations towards the Bank, and to allow it to assume obligations on behalf of the Client through various facilities granted thereto. If the security granted has become inadequate, the Client is required to supplement or replace it upon request.

**2.2.** For real estate and/or movable securities established in favor of the Bank, the Client shall carry out any disclosure formalities necessary to ensure their enforceability against third parties, including the formalities for renewing the entries in the related public registers.

**2.3.** All movable property, present and future, including cash liquidities in bank accounts, any property received by the Client as a result of sale, exchange, processing, fruits and products, as well as amounts collected from insurance or another form of administration or disposal thereof, including amounts obtained from any other subsequent operations, which are or will come into the possession of the Bank, or of a third party acting on behalf of the Bank, under any title and in any form, from or for the benefit of the Client, regardless of their title, and which, currently are or will become the property of the Client, constitute the Bank's guarantee for any present or future obligations of the Client towards the Bank.

### **B. Safe Deposit Boxes**

**1.** The Bank may provide safe deposit boxes to its Clients, according to its internal rules and procedures, in specially designed places for the storage of objects, documents, securities, or other values.

**2.** The safe deposit boxes shall be made available through the Bank's branches, which have premises in specially designed places for this purpose.

**3.** The Bank is required to keep the safe deposit boxes, in adequate and secure safety conditions, as well as to maintain the integrity of such boxes. The Bank shall be liable to the Client for the external integrity of the safe deposit box and damages caused due to its fault.

4. The Client is solely responsible for the content and use of the safe deposit box under the conditions set out in the specific documentation.
5. The Client undertakes not to deposit in the safe deposit box dangerous objects, prohibited by the law and/or involving the provision of a special storage and/or conservation regime. The Client is directly liable for any damage whatsoever caused to the Bank, directly or indirectly, resulting from handling the safe deposit box, keeping and/or storing valuables.
6. The Bank shall not issue to the Client, upon their request, confirmation letters regarding the contents of the safe deposit box, considering that the Bank does not have access to the goods stored by the Client inside the safe deposit box, and has no knowledge of its contents.
7. The contractual legal relationship between the Client and the Bank regarding the rental, use, and termination is regulated by the execution of specific documentation.

### **C. SMS Info**

1. The Bank provides the Client, in accordance with their option expressed in the specific documentation, with information (notifications) via SMS.
2. In order to receive SMS notifications, the purchase of the necessary mobile device is the exclusive responsibility of the Client.
3. The Bank has no obligation related to the installation, maintenance, repair, or setup of the mobile phone used by the Client to receive SMS notifications.
4. The Client authorizes the Bank to send SMS for the operations selected under the specific documentation without the need for additional instructions.
5. If the SMSs are not received for any reason (for example: incorrect identification data, failure of the telephone provider to provide the service, etc.), except for the Bank's fault, the Client shall still owe the fees related to the transmission of notifications.
6. The Bank accepts no liability for transmission errors that may occur, unless they are solely due to the Bank.
7. The Bank shall be liable, as far as the transmission of information is concerned, only for gross negligence or intentional misconduct with regard to the reception, transmission, and execution of transactions.

## CHAPTER IV – FINAL PROVISIONS

### A. General Provisions

1. These General Business Conditions replace the previous General Business Conditions of the Bank and represent the Client's acceptance to enter into or continue the business relationship with the Bank.
2. The Bank shall provide the Client with information on the contractual terms and conditions at least 15 days before the conclusion of the contract, unless the Client expressly agrees to waive or reduce the 15-day term.
3. By accepting these GBC, the Client acknowledges that the Bank has provided them with all documents and information necessary to understand the provisions of the GBC, agrees to assume the risk of error regarding the understanding of any provision of these GBC, as well as the fact that any clause of this Contract which, according to art. 1203 of the Civil Code, could be qualified as an unusual clause, is expressly accepted, including the clauses on the limitation of liability, the right to unilaterally terminate the contract, the forfeiture of rights or benefit of the term, the limitation of the right to oppose exceptions, the tacit renewal of the contract, the applicable law, etc.
4. The chapters, subchapters, and paragraphs contained in these GBC are for ease of reference, and do not define, impair or limit the purpose, provisions, or intent of this contract.
5. The omission, in whole or in part, as well as any delay on behalf of the Bank to exercise any rights arising under these GBC, shall not be deemed to constitute a waiver by the Bank of the requirement and, under no circumstances, shall be presumed to be a tacit agreement of the Bank.

### B. Assignment. Novation. Transfer. Outsourcing.

1. The rights and/or obligations arising from these GBC, and the provisions of specific contracts may not be at any time subject to assignment/novation/transfer by the Client, without the express agreement of the Bank.
2. The Bank may assign, transfer or use any mechanism for transferring the rights and/or obligations recognized by law, at any time, to any third party, at its sole discretion, any of its rights and/or obligations arising under the GBC and/or any other specific contract, and the Client unconditionally agrees to any such assignment/transfer.
3. The Client understands and agrees that, in certain cases, the Bank may decide, in compliance with the applicable legal provisions and without prior notice to or consent from the Client, to outsource, in whole or in part, any banking service to third parties, such as, without limitation: payment processors, loan brokers, maintenance services, etc.

### **C. Force Majeure and Unforeseeable Circumstances**

1. None of the contracting Parties is liable for the non-fulfillment on time and/or the inadequate fulfillment of any obligation under this Contract, if the non-fulfillment or the inadequate fulfillment of such obligation was caused by force majeure/unforeseeable circumstances, as defined by the law.
2. The party invoking force majeure/unforeseeable circumstances is required to notify the other party, within maximum 5 (five) calendar days from the occurrence of the event, confirmed by a certificate from the Chamber of Commerce and Industry of Romania to be submitted to the interested party within maximum 15 (fifteen) calendar days, and to take all possible measures to limit the consequences thereof.
3. The obligations of the parties are suspended during the manifestation of the force majeure event/unforeseeable circumstances proven under the aforementioned conditions.
4. The termination of the force majeure event/unforeseeable circumstances must be notified to the other party within the same 5 (five)-day term, confirmed by a certificate from the Chamber of Commerce and Industry of Romania to be sent to the interested party within maximum 15 (fifteen) calendar days.

### **D. Notifications**

1. Any requests, notifications, approvals, communications ("Notification") arising from the GBC and/or from contracts, documents and/or specific agreements concluded between the Bank and the Client, unless otherwise provided in such documents, shall be made by the Bank at its sole discretion, by any of the following means of communication:
  - i) in writing, by notice sent via courier/postal operator, by simple registered mail (except for the cases provided by law and/or under these GBC, where notices shall be sent by registered mail with acknowledgment of receipt), and such notices shall be deemed received by the recipients within 5 (five) business days from the date indicated on/in: (i) the stamp of the dispatching post office or (ii) the stamp/confirmation/notations made by the representatives of the courier service provider on the dispatch list/document accompanying the shipment. If a Client has declared to the Bank a correspondence postal address different from the domicile address, the Bank shall use it with priority whenever possible. By way of exception, the Bank reserves the right to send correspondence to both addresses (domicile and correspondence) or, as the case may be, only to the domicile address where it has a legitimate interest and/or a legal obligation, or where the Bank is notified that the correspondence address is no longer valid, or where the Client has not designated a correspondence address;
  - ii) by SMS to the telephone number declared by the Client in relation to the Bank. Notifications shall be deemed received by the Client on the date the SMS is sent;
  - iii) by e-mail to the address declared by the Client for correspondence purposes. Notifications sent to the Client by e-mail shall be deemed received by the Client on the date the electronic message is sent;
  - iv) by message posted within Mobile Banking and/or Internet Banking apps. Notifications transmitted in this manner shall be deemed received on the date the electronic message is sent to the Client;

- v) by posting at any of the Bank's territorial units;
- vi) on the Bank's website;
- vii) by any other method agreed between the Bank and the Client.

Any requests, notices, approvals, or communications ("Notice") arising from the GBC and/or from contracts, documents, and/or specific arrangements concluded between the Bank and the Client during the performance of the contractual relationship shall be made in the Romanian language.

**2.** For any communication of a Notification to the Client, in accordance with point 1 above, the Bank shall use the contact details (name, domicile or correspondence address, telephone number, e-mail address, etc.) communicated by the Client under the account opening application or the data as updated through the data update form, by automatic updating carried out by the Bank based on information obtained from the D.G.E.P., or through another remote communication and identification method made available by the Bank.

**3.** Any correspondence sent by the Bank to the Client by post or courier to the last address declared to the Bank, and returned as unsent as a result of the Client's failure to notify the Bank of any change in the declared details shall be deemed as having been sent on the date written on the envelope by the post office/courier company as returned. Furthermore, the Bank shall be deemed to have fulfilled its notification obligations in case the correspondence is returned or the Notification is not received, if the Client refuses or avoids receiving the correspondence or does not make the necessary efforts to pick it up from the post office.

**4.** Any Notification or other communication shall be sent by the Client to the Bank to the branch where the former has the account open. Any Notification sent to the Bank by the Client shall only become effective from the time of receipt by the Bank. Any Notice or other communication received on a non-bank and/or non-business day or received after 2:30 p.m. on a bank business day shall be deemed received on the following bank business day.

**5.** The Client can also contact the Bank by mail at the registered office at strada Popa Tatu, nr. 62A, Tronson A, spațiu birouri A2, 1st District, Bucharest, Romania, by telephone contact, at the dedicated phone numbers, mentioned on the Bank's web page or via e-mail\_ at [contact@techventures.bank](mailto:contact@techventures.bank) or [reclamatii-sugestii@techventures.bank](mailto:reclamatii-sugestii@techventures.bank). The provisions of point 4 above remain applicable.

**6.** If the Bank is contacted over the phone for identification, it may request certain information (such as answers to questions) known only to the Client.

**7.** The Bank will never ask the Client to provide a complete PIN, password, access code or code generated by an app. If the Client is contacted and is asked for such information, they must refuse to provide the information requested, hang up and contact the Bank at one of the telephone numbers made available on the Bank website.

**8.** The Bank is not liable to the Client for inconveniences that may occur once any letters/notifications have been sent to the Client, likely to prevent or delay their communication and which are not due to the Bank's fault (e.g., postal strike, loss of letters, and technical errors in case of messages sent by electronic means of communication, respectively).

## **E. Submitted Documents**

1. The language of communication between the Client and the Bank is Romanian.
2. The Bank is not required to accept any document issued in a language other than Romanian, unless otherwise stipulated in a different contractual documentation concluded with the Client.
3. The Bank may request that documents not issued in the territory of Romania be apostilled or, as the case may be, superlegalized, even if the law does not require it. Superlegalization and apostille are methods by which a document issued in a third country is officially recognized in Romania. An apostille may be used if the country where the document was issued is a party to the 1961 Hague Convention. Superlegalization may be used if the country where the document was issued is not a party to the 1961 Hague Convention.
4. Documents written in foreign languages shall be submitted to the Bank together with their translation into Romanian and the legalization by a notary of the signature of the authorized translator.

## **F. Applicable Law. Complaints. Disputes**

1. The relationships between the Bank and the Client are governed by the Romanian law.
2. To any complaint, claim/petition formulated by the Client in one of the ways agreed under points 6 and 7 of paragraph D, above, the Bank shall respond within the deadlines and under the conditions laid down by special laws or within a reasonable timeframe, if the law does not impose a certain deadline for response.
3. Disputes between the parties shall be settled amicably. When this is not possible, the entities competent to settle such disputes shall be courts of law, according to the legislation in force.
4. If any disputes could not be settled amicably by the parties, and without prejudice to the Client's right to initiate legal actions against the Bank, the Client may resort to extrajudicial dispute resolution procedures or may refer free of charge to:
  - Alternative Banking Dispute Resolution Centre (ABDRC), free of charge (registered office in str. Sevastopol nr. 24, et. 2, 1st District, Bucharest, e- mail [office@csalb.ro](mailto:office@csalb.ro), web site [www.csalb.ro](http://www.csalb.ro)), in accordance with Ordinance No. 38/2015 on alternative dispute resolution between consumers and merchants,
  - The National Authority for Consumer Protection (ANPC)/County Commissariats for Consumer Protection (as applicable). ANPC is headquartered in B-dul Aviatorilor nr. 72, 1st District, Bucharest, website [www.anpc.ro](http://www.anpc.ro).
  - The National Bank of Romania (registered office in str. Lipscani nr. 25, 3rd District, Bucharest) or the National Supervisory Authority for the Processing of Personal Data (registered office in B-dul G-ral. Gheorghe Magheru nr. 28-30, 1st District, Bucharest, e-mail [anspdcp@dataprotection.ro](mailto:anspdcp@dataprotection.ro), web site [www.dataprotection.ro](http://www.dataprotection.ro)).



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