



Framework agreement regarding the services and products offered by Alpha Bank Romania for individuals

- I. General Business Conditions**
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April 2024 Edition



I. GENERAL BUSINESS CONDITIONS

1. RECITALS

1.1. These **General Business Conditions** (hereinafter referred to as "Conditions") represent the general legal framework for the business relations of **ALPHA BANK ROMANIA S.A.** ("Bank") with Customers, individuals from Romania and abroad.

1.2. Any reference to the **Bank** in this document shall be understood as including the central headquarters and any of its secondary offices from Romania (branch, agency, working point, representative office etc.).

Customer depending by the context and unless otherwise specified, refers to any beneficiary of any product or service of the Bank and any of persons indicated under chapter "Definitions" below.

2 DEFINITIONS

2.1. "**Bank**" means Alpha Bank Romania SA, registered office in Romania, Bucharest, Platinum Business Building & Convention Center, Sos. București-Ploiești, no. 172-176, 4th floor, district 1, registered at the Trade Register under number J40/28415/1993, european unique identifier (EUID) ROONRC J40/28415/1993, Sole Registration Number 5062063, registered in the Register of credit institutions of the National Bank of Romania under no. RB-PJR-40-022 of February 18, 1999, registered at the Financial Supervisory Authority, as Secondary Intermediary – Afiliate Agent, RAJ code 501250, e-mail address: info@alphabank.ro.

2.2. For the purpose of this Contract, depending by the context and unless otherwise specified, the "**Customer**", can be one of the followings persons: a) holder/holders of an account opened with the Bank; b) persons authorized to operate the account on behalf of and for the holders; c) any other beneficiaries of any product or service of the Bank; d) legal successors of any of the persons indicated under letters a)-c) above.

2.3. "**Contract**" are these Conditions which completes with Account Operating Rules, Fees and Commissions for individual customers (hereinafter referred to as the "**Tariff of Commissions**"), the General Terms and special conditions for banking services and products, General terms and conditions applicable to banking product and service packages and with all the standardized forms/applications/contracts signed by the Customer and the Bank. All these documents, together, have the value of a contract (**Contract**), with binding effects between the parties.

Unless these Contract or other special contracts concluded between the Customer and the Bank stipulate otherwise, the terms used in this Contract shall have the meaning provided by the law and international banking customs and practices.

Except for the case where the context provides otherwise, the words that express the singular include the plural and vice-versa. A reference to a contract / these Conditions, etc. shall be interpreted as a reference

to that contract as it may be amended, supplemented, extended, novated or assigned.

2.4. "Application" for purchasing/contracting a product/service refers to a document whereby the Customer requests the purchase/contracting of a product/service provided by the Bank, drafted in a form approved by the Bank, irrespective of the name of the respective document.

2.5. "FATCA" („Foreign Account Tax Compliance Act") refers to the set of legislative measures issued by the United States of America governed in Romania by Law no. 233/2015 transposing the intergovernmental agreement signed by Romania and USA which targets the prevention and reduction of tax evasion generated by the trans-border activities of American residents. In this purpose, the Bank is obligated to collect and report data and information regarding the fiscal status of the Customer, account holder, as are regulated by Fiscal Procedure Code.

2.6. „CRS" (Common Reporting Standard) is a global standard for automatic exchange of financial information in fiscal matters, governed in Romania by Fiscal Procedure Code, establishing the responsibility of the bank to collect and report data and information regarding the fiscal status of the Customer, account holder, as are regulated by Fiscal Procedure Code.

2.7. "**CSALB**" shall mean the Alternative Banking Dispute Resolution Center, i.e. an autonomous, non-governmental, apolitical, non-profit legal entity of public interest, established under Government Ordinance no. 38/2015 on alternative resolution of disputes between consumers and traders, which transposes on national level, the Directive 2013/11/EU on alternative dispute resolution of consumer disputes and amending Regulation (CE) No. 2006/2004 and Directive 2009/22/CE on cooperation between national authorities responsible for the enforcement of consumer protection laws and Directive 2009/22/CE on injunctions for the protection of consumers' interests. The address of CSALB is 24 Sevastopol 24 Street, floor 2, District 1, Bucharest, România, website www.csalb.ro.

2.8. **Supervision authority**" of the Bank is the National Bank of Romania, registered office at address: 25 Lipscani, District 3, Bucharest, zip 030031, www.bnro.ro.

2.9. "**ANPC**" shall mean the National Authority for Consumer Protection with headquarters in 72 Aviatorilor Blvd., District 1, Bucharest, România, e-mail: office@anpc.ro, website - www.anpc.gov.ro/.

2.10. "**SAL-FIN**" shall mean the Alternative Dispute Resolution Entity in the non-banking financial field SAL-FIN, Postal Address: 15 Splaiul Independenței, District 5, zip 050092, Bucharest, Romania, Fax: 021.659.60.51 or 021.659.64.36; <http://www.salfin.ro>; office@salfin.ro.



2.11. "Durable Medium" refers to any tool (such as, for example, e-mail, SMS or the Online Banking service) which allows the Customer to keep information that is communicated to it and the access thereto for a period of time corresponding to the purpose of the information, with the possibility of being consulted whenever it is necessary, allowing the unmodified reproduction of its content.

3. THE PURPOSE OF ISSUING THE GENERAL BUSINESS CONDITIONS

3.1. Setting these general rules defining, as clearly as possible, the basis and extent of the interests, both of the Bank and of the Customer, is necessary for setting relations of trust, in order to facilitate the execution of any transactions and to promote the compliance with the standards of banking practice and conduct in all the fields of the relations of the Bank with its Customers.

3.2. The business relationships between the Customers and the Bank are based on mutual trust. The Bank aims to provide to its Customers all its services and professionalism and shall make all efforts to protect their interests while performing the transactions.

3.3. The Bank shall provide to the Customers information on banking services and shall provide, upon request, assistance and guidance.

3.4. The Bank shall follow its own strategy in providing services, products and facilities.

3.5. The Customer is held responsible if by its inappropriate business conduct, by non-observing the legal provisions or obligations undertaken towards the Bank, caused a prejudice (including a reputation prejudice) to the Bank. To this effect, the Customer undertakes to unconditionally and irrevocably pay, at the Bank's simple request, the owed sums, otherwise the Bank is entitled to proceed to the recovery of any receivables, movable or fixed assets from the Customer's patrimony, in the virtue of the right of general lien provided for in art. 2324 Civil Code.

4. APPLICABILITY OF THE GENERAL BUSINESS CONDITIONS

4.1. The General Business Conditions are general and not exhaustive, and are completed with the other documents indicated under point 2.3. below, all these documents, together, representing the Contract, with binding effects between the parties.

4.2. All the business relationship between the Customer and the Bank shall be governed, unless provided otherwise, by these Conditions, the effective legislation, the international banking customs and practices, the Account Operating Rules, and the special conditions for banking services and products (documentation, forms and other documents agreed by the Bank and the Customer).

4.3. Any Customer or potential Customer may consult the effective General Business Conditions at any counter of the Bank and/or on the webpage of the Bank at www.alphabank.ro.

4.4. Upon initiation of business relationships, the Customer shall receive these General Business Conditions in writing, on hardcopy or on another durable medium, according to his/her option expressed in the Application. The Customer's signature on any Bank's document certifies unequivocally that it took note of the content of the General Business Conditions that were provided to it, assimilated them and completely agrees with them.

The contract enters into force, with regard to the contracted services and products, upon the execution for acceptance, unless the documentation related to a specific service or product stipulates another deadline for entry into force.

The Contract structure allows the Customer to subsequently request certain specific banking products or services regulated thereby. The provisions of these Conditions and, as applicable, of the Account Operating Rules governing such products or services shall enter into force and shall apply with respect to such products and services as of the execution, by the Customer and the Bank, of the documents related to such products or services, unless the specific documentation stipulates another deadline for entry into force.

4.5. The Customer will be able to contract certain services or products/account packages of the Bank remotely, under the conditions of the applicable law. In this case, the contract will be concluded at a distance and enter into force on the date of applying the qualified electronic signature by the Parties, or, as the case may be, on the date on which confirmation is received from the Bank regarding the remotely contracted product and/or service, at the e-mail address of the Customer validated in the relationship with the Bank, unless the Parties have provided otherwise.

The parties agree that the evidence of the contracts concluded, at the Customer's initiative, over the Internet, including through the Bank's online banking platform, shall be made with documents on computer media (the records from the Bank's system), these representing sufficient and complete evidence regarding the requests submitted by the Customer, and the contracts concluded and the contractual conditions agreed upon by the Parties, respectively.

At the same time, the contract concluded by the Parties under a qualified electronic signature, based on a qualified certificate which is unsuspended or unrevoked on the signing date, as generated with the electronic signature creation device is, according to the law, a document in electronic form.

4.6. In case of conflicts between special terms for banking products and services, including the Account Operating Rules and the general provisions comprised in these Conditions, the former shall prevail. Any derogation from the application of these General Business Conditions must be agreed in writing between the Bank and the Customer, based on a written request of the Customer.



The provisions of these Conditions shall apply if and to the extent that the special terms and conditions or the regulations applicable to certain services or products/packages offered by the Bank do not contain contrary provisions.

4.7. The Bank reserves the right to change and/or modify these General Business Conditions. Any modifications shall be notified to the Customer by posting at the branches of the Bank and/or on the webpage of the Bank at www.alphabank.ro and/or as the case may be, communicate, according to the legislation in force. The Customer accepts that the aforementioned forms of promoting the modifications and/or changes of the General Business Conditions shall constitute a sufficient notification of the respective modifications and/or completions, and shall be considered a sufficient and valid method for ensuring opposability.

5. CONFIDENTIALITY. BANKING SECRECY

5.1. The Customer shall ensure the full confidentiality of all the transactions requested and/or performed by the Bank.

The failure to comply with this condition and the inaccuracy or ill faith shall be considered as defaults from the Customer, entailing its liability.

5.2. The Bank shall take all the necessary measures to ensure the confidentiality and banking secrecy of the transactions entrusted by the Customers, in strict accordance with the international practice and the norms of the Romanian legislation. The Bank shall not disclose information in relation to, without limitation, accounts/deposits/credits, and information regarding the assets which are in its custody or other assets and transactions entrusted to the Bank, except for the cases provided by the law or when the Customer's approval has been obtained in this regard.

Considering that the Bank applies the CRS and FATCA requirements, in FATCA purpose being registered on the website of the Internal Revenue Service of USA under Global Intermediary Identification Number (GIIN) 75Q8MD.00009.ME.642, it identifies customers and reports information about relevant persons according to the CRS/FATCA requirements (opened accounts, direct and indirect possession of financial assets which are under the incidence of CRS/FATCA), and for this purpose the Customer expressly authorizes the Bank to directly or indirectly send this information to National Agency for Fiscal Administration ("NAFA").

5.3. Taking into account that the Bank is part of the financial group Alpha Bank Romania, the Bank may use the information and documents received from the Customer during the business relationship, that otherwise would make the object of bank secrecy for statistical purposes, assessment, marketing, by sending them to other companies of the Group: Alpha Leasing Romania, IFN S.A., Alpha Insurance Brokers – Societate de Brokeraj in Asigurare-Reasigurare SRL or to any other legal entities which on the date when this information is used are part of Alpha Bank Romania.

5.4. Banking information includes general statements and references on the financial Customer's financial situation, its credit worthiness and solvency.

5.5. The Bank may request from third parties any information deemed necessary in relation with the Customer. In order to check the information provided by the Customer, the Bank may request its confirmation by third parties.

5.6. In addition to the situations described above, in the event of repayment by the Bank's partner insurers of amounts related to the insurance contracts concluded by the Customer, the Customer agrees that the Bank will communicate to partner insurers the IBAN code of the current account opened with the Bank, corresponding to the currency that the reimbursement will be made in.

6. PROCESSING PERSONAL DATA

6.1. The processing of personal data of the Customer is carried out by the Bank in compliance with the provisions of Regulation (EU) 2016/679. Privacy Notices on such processing (including the purposes of the processing, indications of potential recipients of the data, specification of Customer's rights) are made by the Bank upon initiation of the contractual relationship between the Bank and the Customer or, as applicable, subsequently, in the situations referred to under the law (such as, the initiation of new processing or the change of the legitimate basis of existing processing) and may be found, updated, on the website www.alphabank.ro and in any Alpha Bank Romania unit.

7. CUSTOMER KNOWLEDGE REQUIREMENTS

7.1. While providing banking services, in compliance with the legal requirements, the Bank is entitled to identify the Customer or any person who operates on its behalf or with its account. The Customer shall provide to the Bank justifying records regarding its identity before doing business with the Bank, and any time it is necessary, upon the request of the Bank, including regarding the necessary information for implementing the CRS/FATCA provisions.

7.2. Opening any account is at the appreciation of the Bank and can be made only after providing and checking the account opening documentation fully obtained and complied with in virtue of the request of the Bank. Without being obliged in this regard, the Bank may request the Customer to appear in a territorial unit where the Bank's representatives will be able to carry out any additional diligence, if they are necessary to clarify or verify the information or documents submitted by him/her, the Customer understanding that in this situation the Bank cannot confirm the opening of the account.

The Bank shall not open and operate accounts for which the identity of the holder is unknown or adequately recorded, or accounts under fictitious names. In all cases, the decision of opening an account or providing a service/product belongs to the Bank.

If the Customer refuses to be identified or the Bank has suspicions regarding the Customer or the requested operation, in virtue of the Know-Your-Customer legal norms and the AML requirements, the Bank is entitled to refuse doing business with the Customer or to perform the respective transaction. In this situation the Bank shall not be liable toward the Customer for prejudices, if any, except for the case where the ill faith of the Bank is proven, and finally certified by courts of law.

7.3. The Customer is aware of the fact that the Bank is obligated to comply with the laws and regulations on money laundering and financing terrorism (AML requirements) and, to this effect, to line up to certain requirements of different regulation authorities and other public authorities in order to prevent, among others, the financing of certain appointed terrorists and/or of sanctioned persons.

For this purpose, the Bank is entitled to request the Customer to provide documents and/or information during the performance of business relationship, especially on justifying the origin of the funds remitted to the Customer's account, as well as on its capacity and obligations or honesty.

The Customer accepts to provide to the Bank any such requested information and consents for the Bank to remit such information to any authority, in order to comply with AML requirements.

If there are doubts regarding the source/origin of funds, the Bank is entitled to consider the transactions as suspicious and to report them as such to competent authorities.

7.4. The Bank may keep photocopies of all the documents provided by the Customer for its own requirements.

7.5. The Bank is entitled, at any time, to refuse to continue a business relationship with the Customer and/or not to perform any transaction, not to operate any payment and not to confirm and/or implement and/or process any other document or order presenting a risk of legalization of income from terrorist financing and/or raising suspicion regarding the applicability of national and international sanctions on terrorist financing and/or it deems that it is not in compliance with the legal regulations on the matter or its risk-based approach on money laundering, terrorist financing or the application of national and international sanctions, as implemented by its internal compliance and risk management rules, under the conditions of the law, and notified to the Customers under this Contract.

At the same time, the Bank expressly reserves the right not to offer a certain type of product and/or service, to suspend the right to use certain products and/or services accessed by the Customer at the Bank or, as the case may be, to restrict the Customer's access to certain products and/or services, depending on the circumstances that must be taken into account at a given time, as well as in situations where the Customer does not comply with the legal regulations in the

matter, mentioned above, or when uses the Bank's products and/or services, involving "high-risk" countries/entities or natural/legal persons, regarding which there is information/indications that sanctioning measures have been instituted/applied to them by the competent international authorities/organizations.

The bank is entitled to apply any of the above mentioned measures, considered to be the appropriate one for the respective circumstance or situation, to ensure that, by applying such a measure, any reputational risk to which it could have been exposed, is eliminated if would not have taken the respective measure, as well as to ensure that the AML requirements are respected, that it is not subject to any facts provided by the criminal law or that its services and/or products will not be provided/supplied to persons who may be subject to national and international sanctions regarding the financing of terrorism.

The Bank will not be liable to the Customer or any other third party for any kind of direct/indirect, material/moral losses, damages or delays suffered by them, which would be related to the application of any of the previously mentioned measures.

7.6. The Bank may refuse the instructions of the Customer for transferring funds to financial institutions located on countries suspected for supporting terrorist actions or to financial institutions located outside such territories, whose parent company is registered in a country/territory on such a list or transshipping any of these countries / territories.

The Customer understands that the Bank acts only in accordance with the national and international regulations regarding both restrictions/sanctions (commercial, financial, fund transfer)/embargoes towards/with reference to certain countries, entities and persons, as well as those regarding restrictions on the export of products and technologies with the potential for civilian and military applications (such as, for example, dual-use goods). In any of these situations, the Bank expressly reserves the right to postpone/refuse/cancel/block any transaction of the Customer instructed on/performed through any of his accounts opened with the Bank, in case these regulations are violated or if the Customer carries out a transaction considered by the Bank as involving "risky" countries/entities, or regarding to which there is a suspicion that the involved persons/entities/countries would be included in the international lists that provide such restrictions, sanctions or embargos.

The Bank will not be liable to the Customer or to any other third party under the same conditions as those provided for in art. 7.5.

7.7. The Customer undertakes to remit to the Bank a written statement regarding the beneficial owner of amounts circulated in its name or account. The beneficial owner is a individuals (or groups of individuals) under the instructions of whom certain transactions are performed. If there are doubts, at any time, regarding the identity of the beneficial owner, the



Bank shall request the Customer to issue (repeatedly) a written statement regarding the identity of the beneficial owner.

7.8. The Customer is obligated to provide to the Bank all the documents requested by the latter and to notify in writing regarding any modification of the situation and information provided during the process of verifying its identity or that of the real beneficiary, including the amendment of the information which is under the incidence of CRS/FATCA occurring during carrying on the business relationships, within 5 days as o making such modification.

The Customer also understands that he/she must periodically update his/her data and/or information regarding his/her situation, upon the simple notification of the Bank and in the form established by it, including, without limitation, accessing an online webchat provided to him/her, in the dedicated section of the Bank's website, provided certain eligibility requirements are met.

In case the Customer's and the Beneficial owner's identity cannot be determined or obtained during the identification process, or if the customer does not provide or update data/information necessary to the Bank to meet the legal requirements, in the forms established by the Bank, this may refuse to enter into business relationships or execute the respective order or any transaction.

The Bank cannot be held liable for prejudices caused by the failure to safely communicate in due time the occurred modifications or completions or if these were communicated to the Bank by the Customer, without being accompanied by documentary evidence; the Bank is not obligated to verify the information and documents concluded by the Customer with its own providers/ customers and shareholders.

In the event of expiry of the identity document, the Bank reserves its right to suspend any transactions/services initiated by the Customer at the Bank's counter or through alternative channels, until the submission of valid identity documents issued in compliance with the legal provisions.

7.9. Upon entering into business relationships, the Customer shall notify the Bank in writing about special relations carried on with the Bank.

8. OBLIGATIONS AND LIABILITIES

8.1. The Bank may refuse or suspend (following its own claims) the fulfillment of any obligation assumed toward the Customer, even if the respective claims are conditional, undue or unrelated to these obligations, without incurring contractual liability toward the Customer in any way.

8.2. The Bank may temporarily suspend any legal relation, any instruction issued by the Customer or any transaction ordered by the latter, for reasons caused by the Customer's fault toward the Bank or for reasons regulated by legal / judiciary / extra-judiciary provisions, regarding any of the products or services

provided by the Bank to the Customer within the business relationship or assimilated thereto.

8.3. In order to examine the documents submitted by the Customer, the Bank shall request, on the Customer expenses, legalized translations into Romanian of documents submitted in a foreign language. In order to be taken into consideration by the Bank, the documents issued by foreign authorities / legal entities shall be subject to a supra-legalization / apostille procedure, in order to become effective in Romania.

The Bank assumes no liability for delays in the performance of services caused by the submittal by the Customer of documents in languages other than Romanian, without supra-legalization/apostille and/or without legalized translation, which the Customer must make on its own expense.

8.4. The Bank, if it considers it useful, may undertake, either directly or by third parties, as counterparties, regarding the total or partial execution of orders, provisions and instructions entrusted to it. If the Bank undertakes via third parties, the responsibility shall be limited only regarding their selection.

The Bank shall not be held liable for not performing or for inadequately fulfilling the obligations of such a party, insofar as the Bank conducted a careful and objective study before selecting it.

If the Customer has suffered a loss/prejudice, the Bank shall not be held liable for the failure to perform or the inadequate performance of obligations by a third party, including, without limitation, the prejudices incurred by the Customers caused by the failure / inadequate performance of its computerized / non-computerized systems.

8.5. If the Bank must examine upon the Customer's order the authenticity, validity, legal nature or completeness of the received documents or of the documents to be released, including their translations, the Bank shall be held liable only for a severe fault or intent set in a final manner by a court of law.

The Bank assumes no responsibility regarding the accuracy, falseness or validity, truthfulness or correctly and fully filling in the documents submitted to the Bank, except for the situations in which by separate agreements such a responsibility is expressly assumed in writing by the Bank.

The Bank shall not be responsible for the losses occurred following the Customer's inadequate cooperation/ collaboration with the Bank, including, without limitation, the non-compliance with the General Business Conditions.

8.6. The Customers may request and receive from the Bank assistance and consultancy, only following the express commitment of the Bank, expressed after the Customer's request. The provision of such services to the Customers does not incur the liability of the Bank, unless in case of a serious fault or intent set finally by a court of law.

8.7. Unless otherwise expressly agreed in writing, the Bank does not undertake, on behalf of its Customer, the obligation to provide administrative services of any type,



others than those mentioned in these General Business Conditions.

Particularly, the Bank shall not be obligated (without a special prior approval in this respect) to inform the Customer about any loss triggered by the modifications of the market quotations, about the value or depreciation of the assets deposited or about any facts that may prejudice or damage the value of such assets.

8.8. The Customer cannot oppose to the Bank in any way whatsoever the agreements concluded with third parties.

8.9. Acceptance by the Bank of any payment made by a third party instead of the Customer does not constitute and can not be considered as an acceptance of the Bank for the debt taking over by that third party.

9. CREDITS

9.1. The Bank may grant credits to its Customers in virtue of its internal norms and procedures. The Customers undertake to comply with the destination of the credits, and the obligations and commitments assumed by the Bank, in virtue of the agreed crediting documentation.

9.2. Credits in currencies (other than RON) must be reimbursed in the currency in which they were granted, unless provided otherwise. The Customer may compensate their own claims toward the Bank with assumed commitments, only with the prior and written approval of the Bank, in the same currency, and insofar as the claims are not in litigation or they were set by a court decision remained final.

10. SECURITIES

10.1. The Customer shall set up, upon the request of the Bank, adequate securities in order to secure the fulfillment of their own obligations/commitments assumed toward the Bank. The Bank is entitled at any time to ask the Customer to submit, replace or increase the securities of any type granted to the Bank in order to secure its obligations/commitments, even if they are conditional or undue.

10.2. Each of the rights / remedies / securities granted to the Bank under this document and/or the specific contracts concluded between the Bank and the Customer shall be exercised / executed by the Bank in the order chosen by the Bank, at its total discretion, no matter the date of birth / the setting of these rights / remedies / securities in its favor and/or no matter the person who set up in favor of the Bank the securities / rights / remedies and shall be additional to all the other rights and remedies granted to the Bank in virtue of any other agreement and remedies granted to the Bank in virtue of another agreement, any other security or law.

10.3. The Customer shall perform or allow to be performed any acts and facts which the Bank, reasonably, may request for the performance of the rights of the Bank.

10.4. In any case of insolvency of the Customer, the Bank shall declare as due its obligations, with the right to retain the amounts from the accounts, assets, rights

and accessories held for the Customer, until the full payment of the debts to the Bank.

10.5. The Customer acknowledges to the Bank, as a creditor, a general security right on all the present and future movable and immovable assets in its patrimony, in virtue of article 2324 of the Civil Code.

10.6. Any assets, titles and rights which are or may be owned by the Bank (including those payable to the Customer by the Bank) may constitute, at any time, securities for all the claims which the Bank may have toward the Customer, including those conditional or outstanding.

10.7. If the Customer fails to fulfill its secured obligations/commitments, the Bank has the following rights, without any harm to the Bank's legal rights: (a) to appoint any legal executor and/or official receiver and/or specialized advisor in order to fulfill the Bank's rights according to applicable statutory provisions; (b) to take over and/or request the seizing of any original title or deed that ascertains, certifies or refers to any of the Customer's rights, interests, benefits or prerogatives regarding or related to the assets mortgaged in favor of the Bank, by own means or with the assistance of a legal executor, under the law; (c) to proceed to selling/awarding the mortgaged assets according to the effective statutory provisions; (d) to proceed to pursuing the general revenues of the mortgaged real estate assets; (e) to take over the mortgaged movable assets against the Bank's receivables (or against part of them) or for administration purposes, under the law; (f) to make use of any combination, upon its discretion, between the execution methods described above; (g) to conduct any other forced execution action, according to the statutory provisions.

10.8. The Customer is responsible to manage and protect all its assets, deeds and rights which are subject to the securities set up in favor of the Bank, and the cashing in, as a security, in the account opened at the Bank of all revenues.

The Customer is obligated to communicate to the Bank any modification occurred regarding the management and protection of all the assets which are subject to the securities.

10.9 When the Bank is requested payment as execution of one of its payment commitments/obligations, the Bank is entitled to make the payment without another additional procedure, of any nature, different from those agreed, which needs to be fulfilled.

10.10. If the Customer fails to fulfill its obligations at the due date, the Bank is entitled to capitalize its rights and to execute the received securities of any type, at any time and wherever it deems useful and without an additional procedure, of any type, to be performed by the Bank against the Customer in accordance with the legislation in force.

10.11. The Customer understands and agrees that, if the Bank accepts the debt remittance of one of the fidejussors, the other fidejussors remain bound to secure the entire debt, expressly consenting, by signing this contract, to its exoneration. In order to avoid any



doubt, the parties to this contract understand that this clause shall be applied both in case of existing fidejussions and in case of those to be concluded after signing this contract.

11.12 The Bank may, on behalf of and on the expense of the Customer, ask and obtain all the documents which it deems necessary to be used for setting up, perfecting, managing, issuing and disposing of securities of any type; such documents shall include especially certified copies / original documents of public registers, official certificates and insurance documents.

11. FINANCIAL INVESTMENT SERVICES

11.1. The Bank may provide financial investment services, provided in virtue of the specific contract concluded with the Customer, by using the personal authorized for this purpose or, as the case may be, by the platforms/apps provided to its customers.

11.2. By concluding the financial investment service contract, the Customer undertakes the commitments provided therein, supplemented with the provisions of this Contract.

11.3. For transactions related to financial investment services (such as, without limitation, payment, debiting, currency exchange operations, etc.), carried out via the accounts of the Customer held with the Bank, the provisions of this Contract shall be applied in addition to the provisions of the specific contract. In case of any discrepancies between the clauses of this Contract and those of the financial investment service contract, the provisions of the specific contract shall prevail.

12. INTERESTS, COMMISSIONS, OTHER BANKING EXPENSES

12.1. For the provided services and the banking operations performed while implementing business relations, the Bank is entitled to collect its commissions/banking fees according to the Tariff of commissions set for each service/product and specific contracts.

The Bank is entitled to collect its commissions/banking fees according to its own charging policy and by mandated third parties.

12.2. Unless provided otherwise, during the business relationship, the Bank shall use its own exchange rates and its own interest rates listed for the moment on which the debiting / crediting is made from / in the Customer's account. Such rates are posted at the counters of the Bank and on website: www.alphabank.ro.

12.3. In the absence of contrary provisions, the amounts corresponding to all the transactions and operations performed by the Bank shall be expressed in rounded values, according to banking norms and practices.

12.4. The Customer shall cover all the expenses incurred in the business relationship of the Bank with the Customer.

For auxiliary banking services which do not have the specific and essential characteristics of a main banking

service, the Bank applies VAT, according to the legislation in force. Besides usual and agreed interests, taxes and commissions, the Customer shall also cover extraordinary expenses, as agreed with the Bank.

12.5. The Bank shall be entitled to apply commissions for all services provided or measures taken for setting up, perfecting, managing, releasing and disposing of securities of any type or for the regress over another party committed jointly. Moreover, the Customer shall cover all other current expenses and other fortuitous expenses or trial expenses.

12.6. If the Bank provides any service or takes any measure following the non-reimbursement by the Customer of a credit as agreed or following inadequate conduct which may lead to the termination of an agreement or following the application and/or setting up by third parties of enforceable measures or the initiation against the Customer of institutional actions, the Bank is entitled to apply charges to the Customer.

12.7. The Bank reserves the right to modify the level of interests, charges, commissions depending on the market's evolution, its commercial policy and/or the specific conditions of transactions. The Customer shall be informed in compliance with the legal provision in force and the principles/mechanisms regulated on the level of each contract /Application.

13. COMMUNICATING INFORMATION

The communication between the Bank and the Client is made as follows:

13.1. Communications made by the Customer

13.1.1. The correspondence afferent to banking operations and the settlement documents shall be submitted and registered at the counters of the Bank, except for the operations initiated by the Customer by electronic services, which are regulated by separate agreements.

13.1.2. Unless provided otherwise by another contract concluded between the Bank and the Customer, corresponding to a specific service/product, any notification or communication, application or claim based on these Conditions shall be sent by the Customer, in Romanian language, in writing, in accordance with the applicable legal provisions, as the case may be, by:

(i) registered letter with delivery confirmation, or by

(ii) fax or by

(iii) electronic mail previously accepted by the parties, at the addresses and/or fax numbers agreed by the parties.

13.1.3. The Customer has the obligation to make sure that the instructions, statements, codifications and communications sent to the Bank are clear and contain complete and correct information.

13.1.4. Communications are considered validly **received** by the Bank if they can be proven by: (i) registration stamp of the Bank applied on the copy returned to the Customer; (ii) fax confirmation report of the headquarters of the Bank and/or the territorial unit of the Bank where the Customer's account is



opened; (iii) delivery confirmation, under regular conditions (registered letter) of the mail service, sent to the address of the headquarters of the Bank and/or the unit of the Bank where the account/sub-account of the Customer is opened; (iv) highlight, as received message, in the Bank's electronic mail box.

Any correspondence received on a non-business banking day or after 17.00 on a business banking day shall be registered on the following business banking day.

13.2. Communications made by the Bank

13.2.1. Any notification or communication, application or claim based on these Conditions shall be sent by the Bank in Romanian language, in writing, by any means of communication mentioned below, validated by the Customer in the relationship with the Bank and in accordance with the applicable legal provisions, as the case may be, by:

- (i) registered letter with delivery confirmation, or by
- (ii) simple letter; or by
- (iii) fax; or by
- (iv) electronic mail; or by
- (v) SMS; or by
- (vi) by posting at the Bank's premises and/or on the website, at the address www.alphabank.ro.

The Bank's notification /communication /information /request can be sent to the Customer in the form of a letter to which a simple or advanced electronic signature is attached, as the case may be, whenever the legal provisions do not require the need for a qualified electronic signature, producing effects from the moment the communication reaches the Customer, according to art. 13.2.3.

13.2.2. If the Customer has contracted the Online Banking Service, the Customer agrees that the Bank will also send communications and notifications through it, in the electronic correspondence box (mailbox), in the section dedicated to communications in the Alpha Online Banking application. These communications and notifications shall be deemed received on the date of submission to the Customer, and may be accompanied, as applicable, by an information SMS in this regard.

13.2.3. Communications, information and notifications are considered validly sent by the Bank to the Customer:

- (i) 3 (three) business days following the time of delivery at the post/courier service recognized as a simple letter or as a registered letter;
- (ii) in case of fax transmissions, on the date when the transmission confirmation report is generated by the fax device;
- (iii) when sent by electronic mail, they are considered delivered when the electronic message is sent;
- (iv) in case of posting on the Bank's website or display at bank units, the moment of transmission is the time of their posting/display; or (v) in case of SMSs, the moment of transmission is the time when the SMSs are sent.

13.3. Any modification occurred regarding the interests and/or costs occurred after signing the credit/deposit

contracts and/or other contracts corresponding to a banking service/product is made in compliance with the mechanisms/principles provided in the contracts signed by each Customer with the Bank.

13.4. The Customer shall maintain and handle with care the forms, informational supports or communication means provided by the Bank.

13.5. The Customer shall inform the Bank without delay and in writing if the former finds out about any irregularities, such as losses, thefts or unauthorized uses regarding the informational supports / means as listed above as examples. The risk and liability which derive from the loss, theft or inadequate use of the informational supports provided to the Customer shall belong to the latter, except for the case where these events occurred deliberately or from the serious fault of the Bank based on a final court decision.

If notifications are sent regarding the termination of the financial relation between the Bank and the Customer, the Customer shall return to the Bank any informational support provided by the Bank.

13.6. The Bank shall not be liable for the losses or resulted from delays, interruptions, transmission defects, misunderstandings or any other errors occurred from the use of mail, telephone, fax or electronic mail services or of other means of transmission, transportation or telecommunications, also for the losses or damages caused by errors / interruptions of the technical means which ensure the performance of its services.

13.7. The documents submitted by the Customer for opening the account, updating the information requested by the Bank, the performance of operations by the Bank or any other documents requested by the Bank, including, without limitation, the documents necessary for the analysis process specific to crediting, shall not be returned to the Customer upon the closure of the account, but shall be kept by the Bank, in order to comply with its legal obligations (for example, in order to report to the competent authorities or archive them during the term established by the Archive Register), and in the legitimate interest of the Bank, if applicable, according to the applicable legal provisions.

For the same purposes, the Bank shall keep all the records (screenshots / photographs) of the data and information collected within the process of remotely identifying the Customer by the Digital Onboarding Platform.

13.8. The account holder is obliged to communicate immediately to the Bank any change regarding the contact

Information communicated to the Bank (domicile/residence/correspondence address, phone number, e-mail address etc.), accompanied by supporting documents (where applicable).

Failure to communicate to the Bank with this obligations, none of these amendments shall be binding for the Bank, and all the notifications sent to the contacts communicated to the Bank shall be deemed valid.



14. FINAL PROVISIONS

14.1. The liability of the Bank cannot be bound for any loss corresponding to performed operations, following severe disturbances generated by events such as, without limitation, force majeure, fortuitous cases, international conflicts, armed actions, measures taken by the National Bank of Romania or the Government or any acts of Romanian or foreign authorities, union claims, boycotts, revolts, strikes, war, acts of terrorism or damages caused by disturbances on national / international financial markets, natural causes or caused by other events for which the Bank cannot be held liable.

Any force majeure event, as defined by the Romanian legislation in force, does not exonerate the parties from any of their obligations, but suspends the effects of this contract during such an event. The party which invokes a force majeure event must notify it to the other party within 5 business days after the occurrence of the event, and after the date on which the respective event ceased. The notification shall be accompanied by the proof of the force majeure event, which consists of documents issued by the competent authorities.

14.2. In all cases, the Bank shall not be liable for prejudices of any nature caused within the performance of the business relation with the Customer, unless in case of intent or serious fault of the Bank, finally ruled by a court of law.

14.3. Litigations and disputes of any kind between the parties which derive from the application and interpretation of the Contract shall be settled amiably, and if an agreement is not reached, the parties shall agree on finally settling the disputes by the competent courts of law according to the law / the agreement of the parties.

In order to amicably settle any disputes and notwithstanding the Customer's right to initiate legal proceedings or to notify the ANPC, and the Supervisory Authority, respectively, as applicable, the Customer may use the extrajudicial dispute resolution procedures.

For the amicable settlement of any disputes between the Customer and the Bank, the Customer and other stakeholders may resort to the mediation procedure, pursuant to the provisions of Law no. 192/2006 on mediation and organization of the profession of mediator, as further amended and supplemented and/or the alternative dispute resolution procedures administered by the CSALB, under Government Ordinance no. 38/2015 on alternative resolution of disputes between consumers and traders, as further amended.

Additional information on:

- notifying the CSALB, may be obtained at the address 24 Sevastopol Street, floor 2, District 1, Bucharest, Romania, accessing the website www.csalb.ro, at phone number 021 9414 or at the e-mail address office@csalb.ro; and

- the mediation activity, as well as the Approved Mediator Panel, may be obtained accessing the website <http://www.cmediere.ro/>.

Furthermore, the Customer is entitled to address the ANPC and the Supervisory Authority, under the conditions of the law, in order to have his/her rights and interests protected.

Additional information on:

- notifying the ANPC, may be obtained at the address 72 Aviatorilor Blvd., District 1, Bucharest, at the e-mail address: office@anpc.ro, or accessing the website - www.anpc.gov.ro/;
- notifying the Supervisory Authority, may be Bucharest at the address 25 Lipscani Street, District 3, Bucharest, zip 030031, Romania, or accessing the website www.bnro.ro.

If the Customer or the Bank chooses to settle disputes by judicial means, the party in question will be able to address the competent courts of law.

However, in all cases, the Customer agrees to previously submit to the Bank any complaint regarding provided services or claimed breaches of its rights which derive from these General Business Conditions, the Account Operating Rules or other specific contracts, for the purpose of its amiable resolution. The Customer may contact the Bank at e-mail address: info@alphabank.ro, by telephone at number 08008 25742 at the Bank office where the Customer opened its account or through the contact form on the website www.alphabank.ro.

14.4. If it is provided that one of the terms or provisions of the General Business Conditions, of the Account Operating Rules or other specific contracts is invalid or inapplicable, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Customer and of the Bank shall be understood as if the General Business Conditions / the Account Operating Rules / the specific contracts had not regulated the respective invalid or inapplicable term or provision.

14.5. The Customer cannot assign / novate / transfer in any other way its rights and/or obligations in relating to the Bank and cannot assign any other contract concluded with the Bank without its prior written approval. In any case when the Banks grants the permission to the Customer for any of the legal operations mentioned above, the Customer expressly agrees that in case of transmitting its rights and/or obligations, all the guarantees established in favor of the Bank until transmission of rights and/or obligations are maintained also after this operation.

14.6. As provided by the law, the Bank may transfer in any way, totally or partially, its rights and/or obligations in relating to the Customer, including, without limitation, operations of transferring its rights and/or obligations, such as: contract assignment, assignment of receivable rights derived from the contract, novation, subrogation, debt takeover, concluding sub-participation and syndicalization agreements and shall notify the Customer on the



respective assignment/transfer. The Customer unconditionally and irrevocably consents any such assignment / transfer made by the Bank, and understands that such an operation shall not require an additional approval or the fulfillment of any other formality, other than the aforementioned notification and agrees to sign the legal documents which are necessary and requested by the Bank in this regard. The Customer expressly consents that in case of transferring rights and/or obligations by the Bank, all the securities set up until the transfer of the rights and/or obligations of the Bank are maintained after the performance of this operation.

14.7. If the Bank does not exercise or delays the exercising of one of its rights or remedies, this shall not be deemed as a waiver by the Bank or as a debt remittance; also, any waiver or singular or partial exercising of any right or remedy shall not prevent a subsequent exercising thereof or the exercising of any other right or remedy. The rights and remedies provided in the contract are cumulative, and do not exclude any other rights and remedies provided by the law.

14.8. A waiver of any term or condition stipulated in favor of the Bank regarding the performance of any obligation of any Customer shall not be considered as a final waiver or as a debt remittance, and the Bank shall

have the right to claim the compliance with the respective term and/or condition at any time during the performance of the Contract.

14.9. This contract shall be governed by the Romanian law. In case of conflict between the provisions in Romanian language and those in English language of this Contract, the Romanian language version shall prevail.

The Bank is entitled to oppose to the Customer the provisions of the internal legislation, the compulsory norms issued by the National Bank of Romania or by any other competent authority, international rules and customs for any dispute arising out of the application thereof, even if the Customer invokes losses or damages from their application. The Customer cannot invoke to the Bank the fact that it was not acquainted to such norms and customs.

The Bank provides to the Customer this contract and its annexes upon request, either on paper or on any other durable medium, depending on the option of the Customer.

14.10. Upon entering into force of these General Business Conditions, the General Business Conditions – previous Edition no longer produce effects

II. ACCOUNT OPERATING RULES

1. DEFINITIONS

1.1 For the purpose of this Contract, depending by the context and unless otherwise specified, the “**Customer**”, can be one of the followings: a) Holder/holders of an account opened with the Bank; b) persons authorized to operate the account on behalf of and for the holder/holders; c) any other beneficiaries of any product or service of the Bank; d) legal successors of any of the persons indicated under letters a)-c) above.

1.2. “Payment order” means an instruction, issued by the Customer to the Bank, requesting the execution of a payment transaction.

1.3. “Holder” means the holder of an account opened with the Bank. If there are several holders, they will be jointly referred to as “Holders”.

1.4. “Business day” means the day on which the Bank carries out an activity which allows to perform payment transactions, according to the terms provided on the webpage of the Bank at www.alphabank.ro.

1.5. “Authorized person” is the person entitled to represent the Holder in relation with the Bank and to perform operations on the holder’s account, in accordance with the powers granted by law and/or holder's authorization, as the case may be. According to this Contract authorized Persons are: (i) the legal representative of the individual without legal capacity / with a limited legal capacity, including the trustee, in

the cases provided by the law; (ii) the individual/individuals, other than legal representatives, specifically mandated by the Holder, on the Authorized signature file or by an authentic power-of-attorney, to represent the Holder in relation with the Bank.

1.6. “Authentication” shall mean the procedure allowing the Bank to check the identity of a payment service user or the validity of using a particular payment instrument, and including the use of the user's customized security features.

1.7. “Strict customer authentication” shall mean the authentication that is based on the use of two or several elements included under the category of knowledge held (something only the user knows), possession (something only the user owns) and inherence (something representing the user), which are independent, and the compromising of one element does not lead to the reliability of the other elements being compromised, and which are designed so as to protect the confidentiality of authentication data.

1.8. “Payment transaction authorization” shall mean the expression of the Customer's consent, acting as the payer, under the conditions referred to under point 5.4 of these Rules;

1.9. “Unique identification code” shall mean the combination of letters, numbers or symbols communicated to the payment service user by the payment service provider, and to be provided by the



payment service user in order to accurately identify the other user of the payment services and/or their payment account for a payment transaction - for example, IBAN/BBAN/account number.

1.10. "Reference exchange rate" shall mean the exchange rate used as the basis for calculating the currency exchange and which is displayed at the Bank's counters and on the website: www.alphabank.ro or which comes from a public source.

1.11. "Value date" shall mean the reference date used by a payment service provider to calculate the interest related to the funds debited from or credited into the payment account;

1.12. "Customized security features" shall mean the customized features provided by the payment service provider to a payment service user for authentication purposes;

1.13. "Law on payment services" shall mean Law no. 209/2019 on payment services and for the amendment of certain enactments, transposing, at national level, Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market, amending Directives 2002/65/EC, 2009/110/EC and 2013/36/EU and Regulation (EU) No. 1093/2010, and repealing Directive 2007/64/EC;

1.14. "Member State" shall mean, with regard to payment operations within the scope of the Law on payment services, any Member State of the European Union, as well as any State belonging to the European Economic Area.

1.15. "Contract" or "Rules" are these Account Operating Rules, which completes with General Business Conditions, Fees and Commissions for individual customers (hereinafter referred to as the „**Tariff of Commissions**“) and Account opening Application Form/Banking Products and Services Application Form.

1.16. Unless these Rules or other special contracts concluded between the Customer and the Bank stipulate otherwise, the terms used in this Contract shall have the meaning provided by the General Business Conditions, law and international banking customs and practices.

2. OBJECT OF THE CONTRACT

2.1. This Contract regulates the services provided by the Bank for the current Account and other accounts, such as collections and payments in cash and by bank transfers, foreign exchange and other operations / services as they are described in this Contract or as they will be agreed with the Customer in special contracts.

2.2. This Contract applies to all types of accounts and services performed thereby and shall be completed with the specific contracts of these accounts / services. If between this Contract and the specific contracts there are inconsistencies, the latter shall prevail.

2.3. In this Contract, the phrase "**payment operations within the scope of the Law on payment services**"

shall have the meaning laid down by the Law on payment services, being represented by:

(i) payment operations in the currency of a Member State, if both the payer's payment service provider and the payee's payment service provider are located in a Member State, or if the sole payment service provider involved in the payment operation is located in the European Union or in the European Economic Area;

(ii) payment operations in a currency that is not the currency of a Member State, if both the payer's payment service provider and the payee's payment service provider are located in a Member State, or if the sole payment service provider involved in the operation is located in a Member State, related to the parts in the payment operation that are performed in a Member State;

(iii) payment operations in all currencies, if only one of the payment service providers is located in a Member State, with regard to the parts in the payment operation that are performed in a Member State.

2.4. Within this Contract, the phrase "payment services" shall have the meaning laid down under the Law on payment services, as follows:

a) services allowing the deposit of cash in a payment account, as well as all the operations required for the operation of a payment account;

b) services allowing the withdrawal of cash from a payment account, as well as all the operations required for the operation of a payment account;

c) performance of the following payment operations, if the funds are not covered by a credit line: direct debits, including individual direct debits, payment operations using a payment card or similar device, transfer-credit operations, including operations with scheduled payment orders;

d) performance of the following payment operations, if the funds are covered by a credit line opened for a payment service user: direct debits, including individual direct debits, payment operations using a payment card or similar device, transfer-credit operations, including scheduled payment orders;

e) issue of payment instruments and/or acceptance of payment operations;

f) remittance of money;

g) payment initiation services;

h) account-related information services.

2.5. The Bank reserves the right to reconsider the relationship with the Customer when the latter requests/accesses any product/service associated to the Current Account, including by refusing to provide the respective product/service, if the Customer does not provide the substantiating documents / statements and/or information requested by the Bank, it provides information and/or documents that are false or are suspected to be false and/or incomplete, and in any situations where the Bank must take such measures, in order to comply with the applicable legal provisions, according to the specific contract.



2.6. This Contract does not cover the payments made towards the Bank, in its capacity of payee, when the Bank does not act as a payment service provider.

3. TYPES OF ACCOUNTS

3.1. The “**Current account**” is the account opened in the name of an individual in the records of ALPHA BANK ROMANIA mainly for carrying on current operations with cash and/or collections and payments, respectively the execution of the payment transactions. The Customer may open and maintain more Current accounts in the records of the Bank, this Contract applying to all these accounts, irrespective of the time of its opening.

3.2 Joint accounts

3.2.1. In case of joint accounts, Holders are jointly and completely bound towards the Bank, for all the obligations derived from this capacity.

Each Holder is authorized to perform operations individually, except for the case when the Holders explicitly decided the opposite or if a Holder notifies to the Bank its disagreement regarding the individual performance of the operation.

After receiving such a notification regarding the disagreement to perform account operations only individually, account operations may be performed by Holders only collectively, until concluding a new agreement, in writing, which shall be communicated to the Bank, in a form accepted by the latter.

3.2.2. Holders can communicate to the Bank the manner of distributing existing amounts in their account, by signing a joint statement by all Holders, on their own liability, regarding the distribution of the amounts from the account among the Holders.

The statement shall be signed in front of the representatives of the Bank or in another form previously accepted by the Bank.

In the absence of information provided by the Holders of the joint accounts regarding the manner of distributing the amounts from their accounts, the Bank is entitled to consider that the existing and/or future amounts are held in equal shares.

3.2.3. Subject to provisions of the point 4.10 item 3 below, if an account that is garnished, seized or subject to any measure of unavailability has multiple Holders (joint account), and only one of them is a garnished debtor, the liquidities from the account shall be garnished proportionally to the ownership share on the amounts from the account to which the garnishment debtor is entitled according to the statement issued by the joint Holders to the Bank. In the absence of a specific provision in this regard, any existing and/or future amounts shall be garnished in equal shares.

3.2.4. If the Bank is notified in any manner on the existence of a procedure of divorce between two spouses, the Bank is entitled to restrict their access to the account, until the dispute is settled, in virtue of proof deemed acceptable by the Bank or of a notification from both spouses in which instructions are issued regarding the liquidities from the account.

3.2.5. Each spouse may open individual bank deposits and any other related operations, without the consent of the other spouse. In relation to the Bank, the spouse who is the Holder is entitled, even after the termination of the marriage, to use the deposited amounts, unless an enforceable court decided otherwise.

3.3 Accounts opened on behalf of minors and persons under interdiction

3.3.1. If the Holder is under the age of 14 or is under interdiction, the right to operate the account is exercised by the minor’s legal representatives, respectively the legal guardian of the person under interdiction, who may decide only collectively (collective signatures). The legal representatives shall be indicated in the signature file.

If the Holder is between 14 and 18 years old, the right to operate the account is exercised by the Holder, only together with the legal representatives (collective signatures).

3.3.2. The Customer undertakes to strictly observe the legal provisions regarding the protection of minors and the person under interdiction upon executing legal deeds. To this end, the Customer undertakes that all operations conducted from/to the accounts of minors/persons under interdiction, regardless the nature of the operation and/or whether they are conducted at the Bank’s counters or via cards or any other remote payment instrument, shall not exceed the support needs of the minor/person under interdiction and of the administration of their assets, unless otherwise notified to the Bank. Prior to conducting any operation that exceeds the support needs of the minor/person under interdiction and of the administration of their assets, the Customer must present the Bank with the original counterpart of the Endorsement of the Family Council (if such has been established under the law), as well as the authorization of the Guardianship Court regarding such operation. The obligation to qualify an operation as an operation exceeding or not the support needs of the minor/person under interdiction and of the administration of their assets exclusively falls upon the Customer, and the Bank cannot be held responsible for potential prejudices caused by the incorrect qualification of an operation by the Customer and/or by the Customer failing to observe any legal/contractual obligation.

3.3.3. The rules on operating minors’ accounts/persons under interdiction (contracting products, signatures, withdrawing funds, transfers, etc.) are also applied to other products contracted by minors, according to the product policies of the Bank.

3.4 The current/saving account becomes dormant if the Customer doesn’t perform a debiting operation for 24 months.

The period of time in which the current account becomes dormant can be reviewed by the Bank and notified to the Customer by posting at the at the Bank’s counters and on the website: www.alphabank.ro.

The transactions of crediting the current account with the interest paid by the Bank and those of debiting the



current account with the commissions and other amounts due to the Bank in connection with the current account are not taken into account.

In order to reactivate an account, the Customer must come at any units of the Bank and submit a written request, accompanied by documents satisfactory to the Bank. The commissions and costs established by the documentation for the closing of the account/the documentation specific to services/products associated to the Current Account continue to be owed by the Customer also during the dormancy period of the Current Account.

In case of dormant accounts, the Bank is entitled to order the suspension of executing this Contract and/or any operation/instruction issued by virtue thereof, without any notification or the fulfillment of another additional formality, unless there are mandatory legal provisions to the contrary.

4. POWERS OF ATTORNEY AND COMPETENCE LIMITS

4.1. Except for the account opened online, upon opening the account / accounts, the Holder is bound to fill in the authorized signature file with its own signature specimen and, as the case may be, with the surname, first name, identification data, signature specimens and the rights granted to the persons Authorized under the power of attorney to represent the account holder and to order transactions on behalf of and for its account.

The holder may go to the Bank at a later date in order to appoint Persons authorized to order transactions for the respective account. Further representation rights may be granted directly by the Authorized person of a special power of attorney authenticated by a notary public or by diplomatic missions or by consular offices of Romania.

In the absence of a special mandate, granted by the Holder before the employee of the Bank or by a special power-of-attorney authenticated by the notary public or by diplomatic missions or by consular offices of Romania, the Persons who are authorized to operate the account cannot open other accounts and cannot close or transfer the accounts of the Holder.

The Holder undertakes full responsibility for carrying out transactions on its account by the authorized persons.

4.2. If upon opening the account, and upon subsequent empowerment by the Holder under the above-mentioned point 4.1, paragraph 2, the authorized Person is not present to submit the signature specimen in front of the Holder and of the Bank employee, the Holder shall indicate in the Application/authorized signature file the authorized Person's identification data and competence limits, and the authorized person shall submit the signature specimen before performing the first transaction.

4.3. The signature specimen of each Person authorized to operate the account shall be completed in the presence of a Bank employee from the unit where the

account was opened, or it shall be authenticated at a notary public office or by diplomatic missions or by consular offices of Romania and as a case may be according to the legislation in force (if necessary, also supra-notarized/apostilled).

4.4. Except for the provision under section 4.5, the Bank shall perform any transaction only under the signature specimens from the Authorized signatures file or legalized ones. The Bank shall not be liable for the authenticity of the signatures applied on the documents and on the payment instructions submitted to the Bank. The Bank shall consider that the signatures are authentic as long as they have an appearance of conformity with those from the Authorized signatures file.

4.5. In exceptional cases, the Bank may accept cash withdrawals from the Holder's account also by third parties authorized by the Account, under a special mandate granted for such operations the Bank reserving the right to refuse to perform the operation.

4.6. The Customer is obligated to previously inform the Bank on any restrictions, competence limitations or conditions regarding the Authorized persons. In the absence of such information, the Bank shall consider that the Authorized persons are fully and separately entitled to issue orders on behalf of and for the account of the Customer. The revocation, modification of limits or replacement of the authorized person (s) may be performed by the holder by any of the methods provided in this Contract for granting the power of attorney.

4.7. Any power of representation granted by the Customer and/or order received by the Bank from the Customer, and the subsequent modifications thereof, shall be considered valid until their written revocation, even in the cases in which such revocations/modifications were made public according to the effective legislation. The power of attorney or its revocation or modification become effective on the next Business Day after the one on which the Bank receives the documents for the revocation, modification or replacement of the Authorized person. The Customer must notify the Bank, in writing and with no delay, any modification occurred in relation with the Authorized persons, and any modification of its status and/or legal status.

The Customer shall be liable and shall compensate the Bank for any loss incurred by the latter caused by the failure to notify the Bank on any modification, restriction or limitation regarding the representation attributions of the Authorized persons or on their status, activities and/or legal situation.

4.8. Any limitation of representation attributions or of the power of attorney for operating the account must be notified to the Bank by the Holder, in order to be enforceable. In the absence of such notifications, the Bank shall not be obligated to take into consideration these limitations and shall not be liable for the prejudices caused by unauthorized operations.



4.9. In case of the account Holder's death or, as the case may be, its incapacitation, the Authorized persons' right to operate the account is legally terminated.

The Bank shall not be liable for damages, if any, incurred by the Customer or by its successors following the action of the authorized persons to operate any of its accounts in the period of time elapsed until the adequate notification of the Bank on the Customer's death or incapacitation.

4.10. The Bank is considered to have been notified about the Holder's death if this fact was expressly notified to it, either by original notification from a competent notary public, issued within the notarial succession procedure, either by address letter in the original issued by the National/County Public Pension House or the Sectorial Pension House of MaPN/MAI based on the working agreements signed between them and the Bank, or by the submittal to the registry of the Bank by any interested third party of a written notification, with the decease document (original document or a legalized copy). Until the distribution of assets, the heirs are considered co-holders of the account, and the consent of all co-holders is necessary for performing operations. After the distribution, the amounts from the account shall be released to the heirs based on and in virtue of the shares set by the asset distribution document issued under the conditions of law.

Co-heirs are jointly bound towards the Bank, for the holder's debit account.

The personal creditor of one of the co-heirs cannot enforce by garnishment the credit balance of the joint account. The respective creditor can only request the distribution of assets.

In case of the death of one of the Co-holders, the surviving Co-holder shall continue to be responsible for all the obligations owed to the Bank by the deceased Co-holder, created before the Bank was notified of the death.

4.10.1. The persons who have acquired the right to dispose of the existing amounts into accounts opened at the Bank may exercise this right only after submitting the documents proving the entitlement, in the form and with the content accepted by the Bank (original documents or legalized copy).

4.11. The Bank shall be notified in writing, immediately, by any interested party or by the guardian of the Customer, in case of the latter's incapacity. The Bank is considered to be notified about the incapacity when it receives the final and enforceable court decision of the competent court of law which orders the interdiction, transcribed in the especially assigned register of the court which has jurisdiction over the location where the Customer's document of birth was registered, and the document issued by the guardianship authority whereby a guardian is appointed (both of these original documents or legalized copies).

4.12. The Bank shall be notified in writing, immediately, by the Customer, its guardian or any

interested party if the guardianship authority has appointed a guardian for managing and defending the Customer's interests, in the cases and under the conditions provided by the law. The Bank is considered to be notified about this when it receives the document issued by the guardianship authority whereby the guardian is appointed, as original document or as a legalized copy. The guardian may perform operations on behalf of and for the Customer only if expressly mandated to operate the account and within the limits clearly defined by the guardianship authority in the guardian appointment document. The guardian shall submit its signature specimen in the presence of a Bank employee from the unit where the account was opened or legalized by a notary office in virtue of the effective legislation (with an apostille, as the case may be), before performing the first operation.

4.13. In case the Bank takes note in any manner of the occurrence of divergences / conflicts / disputes of any nature between the co-holders, between the Authorized persons or between them and the Holder / Co-holders, with the scope of performing account operations, the Bank is entitled to suspend for unlimited time the performance of any instruction (including, without limitation, account payment instructions by third parties, and instructions under any specific contract concluded with the Bank etc.) until the clarification of the situation based on documents in a form and with a content deemed satisfactory by the Bank, unless there are mandatory legal provisions to the contrary.

Each of the Holder, Co-Holders and the Authorized Persons has the obligation to promptly inform the Bank, as soon as any judicial/extrajudicial dispute arises between the Holder, Co-Holders, Authorized Persons or their successors, that may affect the right to perform the operations referred to under this Contract.

If in a reasonable period of time the situation is not clarified, the Bank may decide the termination of contractual relations. The Customer exonerates the Bank of any liability for any losses the Customer could incur following the termination of contractual relations.

4.14. The holder undertakes toward the Bank to inform the Authorized persons to operate on its account about this Contract, being liable jointly and severally with the authorized persons for the damages incurred by the failure to comply with it.

4.15. In order to execute the powers of attorney received from the Customer, the Bank may mandate, in turn, one of its subsidiaries, a corresponding credit institution, or any other credit institution or third party which, according to the law, is able to perform the obligations of the Bank.



5. INITIATION AND EXECUTION OF A PAYMENT ORDER (payment instruction issued by the payer)

5.1 General conditions¹

5.1.1. The payment transactions ordered by the Customer shall be executed to the extent to which:

a) the balance of the current account fully covers the value of the transactions, as well as commissions and charges payable to the Bank; b) the account from which the payment was ordered is not declared unavailable based on a court decision, enforceable deed, garnishment notification, precautionary garnishment notification, any other unavailability act issued by competent authorities or criminal investigation bodies in virtue of the legal provisions which are applicable on the unavailability date; c) the Customer has not breached commitments assumed toward the Bank, and the orders could not cause any prejudice to the Bank; d) the payment order is adequately authorized in virtue of the effective legislation and the provisions of this Contract, is clearly filled in and issued in the required format; e) the payment order comprises the information indicated under section 5.3; f) the Bank has no doubt that the payment order is issued by the Customer; g) in order to execute the transaction the Bank would not act against legal provisions or other applicable obligations; h) the Bank does not suspect fraudulent activity; i) the execution of the instruction cannot cause any limit or any restriction applicable to the Customer's account to be exceeded; j) the Bank has no other valid reason for not executing the transaction. . k) the transaction is within the value limits established when it was initiated, as an additional requirement for using the service/product by which it is initiated, associated to the Current Account, according to the specific contract.

5.1.2. The Bank shall apply the strict customer authentication procedure, in compliance with the Law on payment services and the applicable regulations, when the Customer, acting as the payer:

a) accesses his/her payment account online;
b) initiates an electronic payment operation;
c) takes any action, by means of a remote channel, which may involve a risk of payment fraud or other abuses.

In compliance with the applicable regulations, if the payee or the payee's payment service provider does not accept the strict customer authentication, the former shall reimburse the financial damage caused to the Bank. In this context, the Customer shall cooperate with the Bank and shall provide the relevant information he/she holds, in order to support the Bank's efforts to get compensated for the financial damage incurred.

¹The links for the main European Regulations regarding payment services are:

- https://ec.europa.eu/info/business-economy-euro/banking-and-finance/consumer-finance-and-payments/payment-services/payment-services_ro
- <https://eba.europa.eu/regulation-and-policy/payment-services-and-electronic-money/-/activity-list/MgjX6aveTl7v/more>

For the purpose of ensuring the security through strict Customer authentication, the Bank may require them to use certain unique codes at transaction level/static or dynamic passwords/any other verification keys agreed by the Customer in relation to the Bank, or submitted through any channel or application provided by the Bank and communicated to the Customer.

The Customer undertakes to follow the Bank's instructions in order to use the above elements referred to above. More information can be found on the website www.alphabank.ro, as well as at the Bank's counters.

5.1.3. The Customer has the obligation to keep the customized security elements safe and to comply with all the obligations set under the Contract, including under specific contracts regulating the conditions for their issue and use. The Customer shall follow all the instructions transmitted or provided to him/her by the Bank, in order to maintain the security of the Current Account, the payment operations performed, the payment instruments, as well as the payment services provided.

5.1.4. Information on the situations when the Bank is not required to apply the strict customer authentication procedure is available on the Bank's website www.alphabank.ro.

The provisions of the Contract related to the strict customer authentication aim for the alignment with the new legislative requirements regarding banking security, and shall enter into force at a later date, that the Bank shall communicate to Customers in advance.

5.2 Payment currency

5.2.1 The payment transaction shall be performed in the currency in which it was ordered and only if the Customer has sufficient available funds in the account from which the payment was ordered.

5.2.2. In case of amounts collected in currencies other than the currency of the account, the Customer agrees for the Bank to credit the existing account indicated by the IBAN specified in the payment instruction by the payer through the currency conversion of the received amount.

5.2.3. The exchange rate used for this conversion shall be the one set in virtue of section 7.2., respectively section 12.2 from the General Business Conditions.

5.3 Mandatory information

For the initiation or execution of a payment order, the Customer must provide the following information to the Bank: payer's name; payer's address; payer's IBAN code; beneficiary's name; beneficiary's address; beneficiary's IBAN/BBAN code²/account number of the beneficiary; name of the beneficiary's bank; SWIFT code of the beneficiary's bank³; payment details; payment amount;

² BBAN - Basic Bank Account Number. BBAN is used by countries which do not have IBAN or by some countries in which the use of IBAN is optional.

³ Swift code- for payments made by SEPA EUR, the customer has no obligation to provide the Swift code to the Bank



payment currency; payment order issuance date; payment frequency (in case of standing order); commission code.

5.4 Authorization of payment transaction within the scope of the Law on payment services

5.4.1. A payment transaction is considered authorized only if the Customer has expressed its consent for the execution of that transaction.

5.4.2. The consent is considered validly expressed if the Customer signs any document which contains a payment instruction, such as specific forms of the respective transaction or a contract. If the transaction is ordered by payment instruments, the consent is considered validly expressed if it complies with the procedures agreed in the specific contracts of those instruments.

In addition, in the event that the Bank requires so, for the purpose of ensuring the security through strict Customer authentication, the consent may also be expressed by the use of certain unique codes at transaction level/static or dynamic passwords/any other verification keys agreed by the Customer in relation to the Bank, or submitted through any channel or application provided by the Bank and communicated to the Customer.

The Customer undertakes to follow the Bank's instructions in order to use the above elements referred to above. More information can be found on the website www.alphabank.ro, as well as at the Bank's counters.

5.4.3. The Customer may withdraw his/her consent at any time, but not later than the time of irrevocability, according to point 5.6. The consent expressed for the execution of several payment operations (for example, for a scheduled payment order) may be withdrawn, with any future payment operation then being considered unauthorized.

5.5 Receipt of payment order

The moment of receiving the payment order is the moment when the Bank, as the payment service provider of the Paying Customer, takes possession of the payment order. If the time of receipt is not a Business Day, the payment order is considered received on the next Business Day. If the payment order is received after the opening hours displayed at the Bank's counters and on the website: www.alphabank.ro, this is considered received on the next Business Day.

If the Bank and the Customer initiating a payment order agree that the execution of the payment order starts on a certain day, or at the end of a certain period or on the day when the Customer has made funds available to the Bank, the moment of receipt, according to point 5.7, is considered the agreed day. If the agreed day is not a Business Day for the Bank, the order is considered received on the next Business Day. The Customer may revoke the payment order at the latest by the end of the Business Day preceding the agreed day.

Within the meaning of point 5.7 and point 6.6 - 6.9, a payment order, the execution of which has been refused, is considered not to have been received.

5.6 Irrevocability of the payment order

The Customer cannot revoke a payment order once it has been received by the Bank, as the payee's payment service provider. If the Customer requests to revoke a payment order after the point in time of receipt, the Bank cannot guarantee the revocation of the instruction and the return of the funds involved in the transaction, but it shall make all efforts in this respect. The Bank is entitled to apply a commission for this operation according to The Tariff of Commissions.

5.7 Execution time

5.7.1. The payment transactions which fall under the incidence of Law on payment services, shall be executed as follows:

5.7.1.1. For the following payment operations among those referred to under point 2.3 (i) of these Rules:

- (i) payment operations in Euro;
- (ii) national payment operations in the currency of a Member State outside the Euro area;
- (iii) payment operations involving a single monetary conversion between Euro and the official currency of a Member State not belonging to the Euro area, provided that the monetary conversion service required is performed in Romania and, for cross-border payment operations, the cross-border transfer is performed in Euro;
- (iv) cross-border payments made on the territory of the European Economic Area (expressed in Euro or other official currency of a Member State of the European Economic Area, for which the Bank has correspondent accounts opened; a list of correspondent banks (together with related currencies) may be found at: <https://www.alphabank.ro/Portals/0/PDF/relati-i-internationale/banci-corespondente.pdf>).

The Bank, as the payment service provider of the Paying Customer, guarantees that the amount of the payment operation is credited to the payee's payment service provider's account at the latest by the end of the next Business Days. This term may be extended by one Business Day for payment operations initiated on paper.

[For cross-border payment operations other than those referred to above and performed on the territory of the European Union, or in the European Economic Area, the Bank, as a payment service provider of the Paying Customer, shall credit the amount of the payment operation to the payee's payment service provider's account within 4 Business Days.]

The term referred to above runs from the time of receipt of the payment order, as agreed under point 5.5 and only with the compliance of the provisions of point 5.1.1.

5.7.1.2. For all payment operations within the scope of the Law on payment services, and if the Customer is the payee, the amount covered by the payment operation shall be made available to the Customer immediately after this amount has been credited to the Bank's account, if:



- a) the information in the payment instruction is complete, including, without limitation, the correct indication of the IBAN; and if
- b) on the Bank's side, one of the following conditions is fulfilled:
 - (i) there is no currency conversion;
 - (ii) there is a currency conversion between Euro and RON, or between two currencies of Member States.

The obligation above, of providing the Customer with the relevant amount, also applies if the Bank is the only payment service provider involved in making the payment.

5.7.1.3. Except for the payment operations referred to under point 2.3 (ii) of these Rules, if a consumer places cash in a payment account opened with the Bank in the currency of such payment account, the Bank shall ensure that the amount is available immediately upon receipt of the funds.

5.7.2. For the payment transactions which do not fall under the incidence of Law on payment services, to each of the point above, respectively 5.7.1.1, 5.7.1.2 and 5.7.1.3, the Bank cannot guarantee a maximum execution time. The Bank processes payments in virtue of the rules of the national and international payment systems and the account terms and conditions agreed by corresponding banks, which practice different execution times depending on the currency, amount or beneficiary customer country.

5.8 Value date

5.8.1. For payment operations within the scope of the Law on payment services, the value date when the payment account of the Customer, as the payee, is credited, shall be the same with the value date when the amount covered by the payment operation is credited in the Bank's account, as the payee's payment service provider.

The payment account of the payer Customer will be debited with the value date of the day the amount of the payment transaction is credited to the Bank account.

5.8.2. If an individual places cash in a payment account opened with the Bank in the currency of such payment account, the Bank shall ensure that such amount is assigned with a value date immediately upon receipt of the funds.

5.8.3. Clause 5.8.2 shall only apply for payment operations within the scope of the Law on payment services, except for the payment operations referred to under point 2.3 (ii) of these Rules.

5.8.4. In setting the currency date for payment transaction, the bank shall take into consideration the non-business days of the systems which ensure the settlement of the payment transactions in the transaction currency.

5.9 Transferred amounts

For the payments representing payment operations referred to under point 2.3. (i) of these Rules, the Bank transfers the entire amount of the payment transaction, without deducting the commissions corresponding to the operation from the transferred amount.

By way of exception, the Bank, as the payment service provider of the Payee Customer, may deduct the relevant commissions from the amount transferred before crediting the Customer with such amount. In this case, the total value of the payment operation and the commissions shall be specified separately in the information transmitted to the Customer, as the payee. For the other payments, the Bank may not guarantee the transfer of the entire amount of the payment operation.

5.10 Unauthorized or incorrectly executed payment transactions

5.10.1. In case of the payment transactions within the scope of the Law on payment services, the Customer is entitled to request the rectification of a payment transaction only if notifies the Bank, without undue delay on becoming aware of any unauthorized or incorrectly executed payment transaction, but no later than 13 months after the debit day, to the extent this is reflected in the information provided or, as applicable, made available to the Customer by the Bank.

In case of payments which are not payment operations within the scope of the Law on payment services, the Customer is obligated to immediately communicate in writing, but no later than 10 days after the date on which the account statement is sent, the fact that it identified an unauthorized or incorrectly executed payment transaction.

If the Customer does not formulate its objections until the aforementioned deadlines, this shall be considered an irrevocable acceptance, and the Customer cannot have any claim toward the Bank, in this regard.

5.10.2. The Customer has the obligation to check the account statements and their annexes the accuracy of all the records registered by the Bank in its accounts, and to immediately communicate in writing as soon as it received the statement, until the deadlines indicated under the section above, any unauthorized or incorrectly executed payment transaction.

If the Customer denies having authorized an executed payment transaction or asserts that the payment transaction was incorrectly executed, the Bank will carry out checks, in order to prove that the payment transaction was authorized, authenticated, accurately recorded, entered in the accounts and was not affected by any technical breakdown or other deficiency of the services provided by the Bank, being entitled to request additional information and documents in this regard.

6. RIGHTS AND OBLIGATIONS OF THE PARTIES

6.1. The Bank is authorized to accept any amounts received by the Customer's account if the conditions required by the effective legal regulations are met, and if the national and international rules, practices and customs in the field of the respective transaction are strictly observed. The received amounts shall be credited in the Customer's account, except for the cases where contrary or incomplete instructions were received, and this clause serves as an express power-of-attorney granted to the Bank for this purpose.



6.2. If a Customer account is incorrectly credited with an amount, the Customer is obligated to immediately notify it to the Bank, and is not entitled to withdraw, transfer, dispose of or use in any other way the respective amount, fully or partially.

The use by the Customer of any amounts which are undue, incorrectly credited by the Bank in its accounts, and its refusal to return these amounts incurs the civil and/or criminal liability of the Customer, who shall be liable both for returning the undue amounts, and for the full coverage of the prejudice caused to the Bank or other customers/third parties.

6.3. Following the receipt of the notification, as well as if the crediting error is identified by the Bank, the paying agent, the payer, or by the real beneficiary, the Customer consents that the Bank corrects the error, including by debiting the Customer's account with such amount. Thus, the Bank is entitled, without notification or obtaining a prior authorization from the Customer, to correct the error (no matter the source of the incorrectly credited amounts) by debiting the account with the respective amount. The Customer shall be subsequently notified if the Bank operates such a modification.

For payment operations within the scope of the Law on payment services, and in order to fulfill its legal obligations as the payee's payment service provider, the Bank shall participate in the reasonable efforts made by the payer's payment service provider for the recovery of the funds involved in the payment operation executed incorrectly based on the afore-mentioned error, and may even communicate to the payer's payment service provider all essential information for the appropriate collection of the funds. If this operation involves the processing and transfer of personal data concerning the Customer, the Bank shall provide the Customer with details on such activities, in compliance with the provisions of EU Regulation 2016/679.

6.4. If the Bank is asked to execute a payment based on any type of payment instruction, the Bank shall pay to the party indicated by the Customer as the beneficiary of the payment, only after carefully examining the documents submitted for identification. At the same time, the Bank may request additional documents in order to identify and execute the transaction ordered by the Customer. If the Bank receives documents in a foreign language, as proof of identity or power of attorney, the Bank shall carefully examine whether they constitute sufficient proof, and may request additional documents.

6.5. The payment order issued by the payer it is deemed to have been executed correctly with regards to the payee if the amount is transferred into the account specified having the unique identification code IBAN/BBAN/beneficiary account number as provided/indicated by the Customer in the payment order, regardless of the accuracy of the other information submitted by the Customer.

If the unique identification code IBAN/BBAN/beneficiary account number provided by

the Customer is incorrect, the Bank is not liable for non-execution or defective execution of the payment transaction.

Upon the request of the Customer, the Bank shall make all reasonable efforts to recover the funds involved in the payment transaction, in case the unique identification code IBAN/BBAN/beneficiary account number indicated by the Customer was incorrect.

For the afore-mentioned recovery operation, the Bank applies the recovery commission agreed by the parties in the Tariff of Commissions.

6.6. The Bank's liability to the Paying Customer for unauthorized, non-executed or incorrectly executed or late payment operations

6.6.1. For payment operations within the scope of the Law on payment services, if following the checks performed by the Bank, it shall be found that a payment operation has not been authorized, the Bank: (i) shall reimburse the Paying Customer the amount related to such unauthorized payment operation, immediately or at the end of the next Business Day, after it found or it was notified about the operation, unless it has reasonable grounds to suspect that a fraud has been committed and communicates these reasons, in writing, to the competent national authority; and, (ii) if applicable, shall restore the account debited to the situation in which it would have been found if the unauthorized payment operation had not been performed.

6.6.2. The Bank shall be liable to the Paying Client for the correct execution of the payment operation initiated directly by the latter, in compliance with the applicable legal provisions.

However, the Bank shall not be liable if it can prove to the Customer and, if applicable, to the payee's payment service provider (for example, the bank that the payee has opened his/her account with) that the latter (the payee's payment service provider) received the amount covered by the payment operation, within the applicable deadline referred to under point 5.7.

6.6.3. If a payment order is initiated by or through the payee (for example, for a card payment made by the Customer), the Bank, as the payment service provider of the Paying Customer, may not be held liable if it proves that the payee's payment service provider (for example, the bank of the trader in question) received the amount related to the payment operation, even if the payment operation is executed with a minor delay.

6.6.4. If it is liable for the non-execution or defective execution of a payment transaction, the Bank shall without undue delay refund to the Paying Customer, the amount of non-executed or defective executed payment transaction and, where applicable, shall restore the debited account to the state in which it would have been had the defective payment transaction not taken place.

6.6.5. For a late payment transaction, the Paying Customer may ask the Bank to act on its behalf, in order to request the beneficiary's payment service provider (for example, the payee's bank) to make sure that the

value date of the payee's payment account crediting is no later than the value date that the amount covered by the payment operation would have had, had it been executed correctly. The Paying Customer expressly empowers the Bank to take these actions, on his/her own account.

6.7. The Bank's liability to the Payee Customer for non-execution or incorrect or late execution of payment operations

6.7.1. For a payment initiated by the payer (and not by the Payee Customer), the Bank may be liable to its Customer, under the conditions of the law, according to point 6.7.1.1. and 6.7.1.2 below.

6.7.1.1. If the Bank, as the Payee Customer's payment service provider, is held responsible for the non-execution or incorrect execution of the payment operation, it shall immediately make available to the Customer the amount covered by the payment operation and, if applicable, shall credit the corresponding amount in his/her payment account. The value date for the crediting of the Payee Customer's payment account shall not be after the value date that the amount covered by the payment operation would have had, had it been executed correctly, according to the applicable legal provisions.

6.7.1.2. In the event that a payment operation is executed late, the Bank, as the Payee Customer's payment service provider, shall make sure, at the request of the payer's payment service provider, acting on the latter's behalf, that the value date for crediting the Customer's payment account is at the latest the value date that the amount covered by the payment operation would have had, had it been executed correctly.

6.7.2. If a payment order is initiated by or through the Payee Customer, the Bank shall be liable to the Customer, in compliance with the applicable legal provisions, for:

- a) correctly transmitting the payment order to the payer's payment service provider, according to the applicable legal provisions;
- b) executing the payment operation, under the conditions laid down by law.

If the Bank is liable for the correct transmission of the payment order, it shall immediately forward the payment order in question to the payer's payment service provider.

In the event of a delayed transmission of the payment order, the amount has as value date in the payment account of the Payee Customer at the latest the date when the amount would have had the value date, had the operation been executed correctly.

If the Bank is held liable for the failure to execute the payment operation in compliance with the applicable legal provisions, the Bank shall guarantee the provision to the Customer of the amount covered by the payment operation, immediately after this amount is credited to its payment account. The amount has as value date in the payment account of the Customer at the latest the

date when the amount would have had the value date, had the operation been executed correctly.

6.8. The Bank's liability for non-execution or incorrect execution or incorrect or late execution of payment operations - general

The Bank, at the request of and at no cost for the Customer, shall make immediate efforts, regardless of its liability, as laid down under clauses 6.6 and 6.7 above, to identify and monitor the payment operation, and to notify the Customer of the outcome, in the event of a payment operation not executed or incorrectly executed. The Bank is liable to the Customer for all the losses caused, including for all the commissions for which it is responsible and for any interest applied to the Customer, as a result of the non-execution or incorrect execution, including with delay, of the payment operation, due to causes imputable to the Bank.

6.9. The provisions of point 6.6, 6.7 and 6.8 shall only apply for payment operations within the scope of the Law on payment services, except for the payment operations referred to under point 2.3 (iii) of these Rules. The provisions of point 6.6.1 shall apply to all payment operations within the scope of the Law on payment services.

6.10. If the Customer has not provided special instructions on payment orders and any cash remittance operations, the Bank may choose (based on its own decision) any execution method.

6.11. Any cash withdrawal may be performed by the Customer from its accounts opened with the Bank, at any time during business hours, at any of the counters of the Bank, within the limits of the funds registered in the account and only after identifying the authorized person and confirming signature specimens, within the limits and by complying with the conditions and under the reserve of submitting the documents in accordance with the legal norms which are effective on the withdrawal date.

Any release of amounts higher than the limits posted at the counters of the Bank shall be notified to the Bank in writing, according to the Tariff of Commissions, an integral part of this Contract.

6.12. The Customer is obligated to check the withdrawn amounts at the counters of the Bank and shall notify any error at such time. The Customer understands that any further complaint for any differences is late, and the Bank shall not be able to guarantee that the situation is remedied.

6.13. The Bank is entitled to perform operations with the Customer's accounts, without prior authorization, in the following situations: (i) in virtue of an enforceable deed and if accounts are blocked in virtue of a document issued by certified bodies according to the law in this regard; (ii) payments for due debts and other commitments previously assumed by the Customer toward the Bank and cancellations of operations incorrectly performed by the Bank or those performed with the mention "under reserve" (with



support documents annexed to the bank statement);
(iii) any other cases provided by the law.

6.14. If the Customer has debts toward the Bank, which have reached maturity, which are outstanding, or any other payment obligations towards the Bank, for any reason, including, without limitation, a certain specific contract, whereby a banking product and/or service has been provided to it, the Customer authorizes the Bank irrevocably and unconditionally authorized to settle these debts by debiting any account opened by the Customer at the Bank, without requiring the Customer's prior permission. In this case, if a Customer account in a currency other than the currency of the debt to the Bank is debited, the Bank shall perform the currency exchange by using the exchange rate provided in this Contract. Such a debiting operation will be deemed as an instruction issued by the Customer to the Bank, and is authorized in advance. The Customer shall be notified by the Bank about the payment of the due amounts, by the bank statement.

6.15. However, in certain situations expressly agreed by the Parties, if there are not sufficient funds in the Customer's account to debit it with the amounts due to a certain beneficiary, the Customer agrees that the Bank may execute the payment operation, in the name and on behalf of the Customer, even if it will be exceed the limit of the credit balance of the current account, this agreement having the legal value of acceptance by the Customer of an unauthorized overdraft.

6.16. The amount advanced by the Bank, representing a form of an unauthorized account overdraft, to which will be added the commissions related to the operations performed through the current account, will be due by the Customer and will bear the penalty interest provided in the account opening application form, if it will not be reimbursed within 5 days from the date of its registration. The Customer agrees that any crediting of his current account will be considered as being made for the purpose of settling with priority the amount mentioned, regardless of the maturity of any other amounts due to the Bank.

The Bank and the Customer agree that this Agreement and the account statement reflecting the amount advanced by the Bank, as well as the commissions due under the conditions provided in this clause, respectively the penalty interest applied entitle the Bank to recover, by legal means, all due amounts.

6.17. If the Customer no longer wants the Bank to debit the current account with exceeding the credit balance limit, under the conditions of point 6.15. and point 6.16, will notify the Bank, in writing, of his refusal, which will imply the termination of the contractually regulated situation with the Bank, in consideration of which this payment mechanism has been agreed.

6.18. If the Customer orders several payments whose amount, including the corresponding commissions, exceeds the credit balance of the account or the maximum amount of any overdraft facility granted to the Customer, the Bank shall comply with these instructions in the chronological order of their receipt

and within the limits of the available balance, in the absence of other express specifications issued in virtue of legal provisions.

6.19. The Bank may suspend or refuse the execution of the Customer's instructions if the conditions indicated under point 5.1.1 are not met or in their cases provided in the Contract.

In case of the payment transactions which fall under the incidence of Law on payment services, if the Bank refuses the execution of a payment order or initiation of a transaction, the refusal and, if possible, the reasons for the refusal, as well as the procedure for correcting any factual errors which led to the refusal, are notified to the Customer, within the terms in point 5.7, unless this is prohibited by any of legal provisions, in any of the following methods: telephone, SMS, fax, e-mail, at the counter or for customers who have contracted the Online Banking Service (SOB) by that. The Bank is entitled to charge a reasonable commission, agreed with the Customer, to notify the rejection, justified by objective reasons, according to the Tariff of Commissions.

6.20. The Customer undertakes to make sure that the orders, statements and notifications sent to the Bank are clear and contain complete information and correct data. The Customer's instructions, orders or requests for which the Bank provides standardized forms must be fully filled in by the Customer and communicated in original form to the Bank. Any modification, confirmation or repetition of an order must fulfill the same requirements and must be expressly indicated in writing to the Bank.

The Customer may use informational supports or other communications means, with the prior and adequate approval of the Bank and in virtue of its instructions. The Bank shall have the right not to execute orders sent without using the forms, informational supports or communication means provided or approved by the Bank.

6.21. The Customer undertakes to submit or send to the Bank, for the performance of banking operations, legible documents, without corrections or deletions, signed by hand and stamped (as the case may be) on a support that ensures the preservation of the signature, respectively of the stamp, for an unlimited period of time and the impossibility of its deletion without deteriorating the document. The Bank shall be entitled to refuse the registration and/or processing of the documents which do not comply with the aforementioned requirements, and the Customer who submits such a document to the Bank shall be liable for any losses or damages resulted from such refusal.

6.22. If in the documents corresponding to the banking operations the amounts expressed in letters do not coincide with the same amounts expressed in numbers, the Bank is entitled not to perform/process the operations associated to these documents or to perform/process the operation by taking into consideration the amounts expressed in letters.



6.23. Before the execution of a payment transaction by the Paying Customer, which are under the incidence of Law on payment services, the Bank provides, upon the Customer's request expressed for that operation, explicit information regarding:

a) the maximum execution time; b) the price which must be paid by the Customer; c) the breakdown of the amounts included in the price, where applicable.

6.24. After the amount of the payment transaction is debited from or, as the case may be, credited from/into the account of the Customer, including when the Customer has successfully initiated a payment operation by a payment initiation service provider, the Customer is entitled to request, and the Bank shall provide him/her, without unjustified delay, at the counter or by other means agreed upon by the Bank and the Customer under this Contract (including by other specific contracts supplementing the Rules), with the following information:

(a) a reference allowing the payer/payee to identify each payment transaction and, where appropriate, information on the payee/payer; (and any information transferred together with the payment operation, if the Customer is the payee);

(b) the amount of the payment transaction in the currency in which the Customer's payment account is debited or in the currency used for the payment order (in case the Customer is the payer) respectively the amount of the payment transaction in the currency in which funds are at the payee's disposal (in case the Customer is the payee); (c) the total price corresponding to the payment transaction and, where applicable, a breakdown of the amounts included in the total price, the commissions or, the interest paid by the payer Customer, respectively, the total price corresponding to the payment transaction and, where appropriate, the breakdown of the commissions included therein or of the interest paid by the Customer beneficiary of the payment;

(d) where applicable, the exchange rate used in the payment transaction by the Bank and its value after the respective currency conversion (in case the Customer is the payer)/before the respective currency conversion (in case the Customer is the payee);

(e) the debit value date or date when the payment order was received (in case the Customer is the payer)/the credit value date (in case the Customer is the payee).

6.25. The afore-mentioned points 6.23 and 6.24 are applied only for the payments which are under the incidence of Law on payment services, under the conditions established within them.

6.26. The Holder and/or Authorized Person are/have entitled to receive, once a month, on paper or another durable medium, free of charge, the account statement containing the operations performed in the previous month, in the manner agreed by the Holder and the Bank by this Contract. The Customer may waive this right by indicating another free way of providing the account statement, accepted by the Bank.

The account statement may be provided free of charge in electronic format via the internet banking service/other service provided by the Bank having this option. The Holder or, as the case may be, Authorized Person may request additional account statements. In this case, the Holder shall pay to the Bank the commissions agreed in virtue of the Tariff of Commissions.

6.27. In the relations between the Bank and the Customer, the actual compensation between assets and liabilities balances of accounts, as provided by art. 2,185 of the Civil Code, is not applicable.

7. COSTS, INTEREST RATE, EXCHANGE RATE

7.1. For the provided services and the banking operations conducted while performing this Contract, the Bank shall apply the commissions agreed with the Customer according to the Tariff of Commissions.

The Bank is entitled to collect its commissions according to the Tariff of commissions which are part of this Contract and by mandated third parties.

7.2. For operations which are under the incidence of Law on payment services, the Bank will apply reference exchange rate valid at the moment when the transaction is executed, as it is posted at the Bank's counters and on the webpage: www.alphabank.ro. The parties agree to apply exchange rate modifications immediately and without notification. Information on reference exchange rate modifications is available at the counters of the Bank and on website: www.alphabank.ro.

7.3. For operations which are not under the incidence of Law on payment services, the Bank shall use its own exchange rates and interest rates according to section 12.2 from the General Business Conditions.

7.4. For operations which are under the incidence of Law on payment services, except those provided in point 2.3 (iii), the Customer may order payments only with SHA commission code (which means that the payer pays the price charged by its payment service provider, and the beneficiary pays the price charged by its payment service provider).

For all other transactions, the Customer may choose one of the commission codes: BEN, OUR, SHA.

7.5. The Bank is authorized to debit the Customer's accounts automatically and without notice with all the amounts that are necessary for covering the interests, commissions, taxes and/or banking charges corresponding to the performed operations.

If the Customer does not ensure the necessary funds for paying the charges/expenses and/or other monetary obligations due to the Bank, the Bank shall apply a penalty interest, agreed with the Customer.

The debit interest rate is computed based on the daily debit balance, respectively to the number of effective days reported to a year of 365 days (366 days for a leap year). The maturity of the debit interest (penalty) is in the last working day of the month following the computing month, except the situation when during the following month of the computing month an incoming



in the current account is performed, in which case the debit interest (penalty) will be retained and automatically paid according to the available account balance after the incoming process.

7.6. The Bank may set interests for the amounts from current accounts, as mentioned in the opening account application form. The credit interest is computed based on the daily credit balance, respectively to the number of effective days reported to a year of 365 days and is monthly accrued in the account, in the first day of the next month.

The Bank withholds and pays the tax on income, as per the valid applicable law.

7.7. The management fee is charged on the last day of the month.

In case the last day of the month is a non-working day, the fee is charged in the last working day previous to the last day of the month.

7.8. For the products and services associated to the current account, the Bank applies the commissions agreed with the Customer according to the special contracts concluded for these products and services.

In excess of the interests, taxes and commissions agreed by the parties under this Contract and the Tariff of Commission, the Customer shall also cover extraordinary expenses, as agreed in advance with the Bank.

7.9. If the balance of a current account is unavailable as provided by an enforceable deed, no interests are applied for the blocked amounts.

7.10. The Bank does not accept, in cash, subdivisions of foreign currencies. In exceptional cases, the Bank shall accept subdivisions in EUR only for cash representing credit reimbursements granted to individuals, maximum 5 EUR.

7.11. In case of amounts which can be tracked representing foreign-currency revenues and liquidities, the Bank is authorized to convert in RON the amounts expressed in foreign currencies, without the consent of the account holder, at the exchange rate communicated by NBR, valid as of the performance of the operation.

7.12. If the amount which is subject to the garnishment is expressed in a foreign currency, the Bank is authorized to convert it in the indicated currency of the amounts which can be tracked (the amounts from the accounts of the Customer), either in RON, or in a currency other than the one used for the performance, and the consent of the Customer shall not be necessary, at the exchange rate communicated by NBR when the transaction is performed.

7.13. Whenever the provisions of point 7.11 and/or 7.12 are applicable, for currency risk reasons, the Bank shall block the amount which is subject to the garnishment plus a margin of 5%, and is authorized by the Customer to do so.

8. PAYMENT INITIATION SERVICES. ACCOUNT-RELATED INFORMATION SERVICES. FUND AVAILABILITY CONFIRMATION

8.1. This Section 8 applies when the Customer uses the services of a payment initiation service provider, an account information service provider or, as applicable, a payment service provider issuing card-based payment instruments, other than the Bank, regarding an Account accessible online, in compliance with the provisions of the Law on payment services and the applicable regulations.

8.2. Within the meaning of this Section 8:

- "**Account accessible online**" shall mean the Current Account opened on the name of an individual in the Bank's records, used for the execution of payment operations within the scope of the Law on payment services, and which may be accessed through an online interface;

- "**payment initiation service provider**" shall mean the payment service provider performing payment initiation services, i.e. services for initiating a payment order at the request of the Customer, as the user of payment services, in relation to an Account accessible online;

- "**account information service provider**" shall mean the payment service provider performing account information services, i.e. online services whereby consolidated information is provided in relation to one or more Accounts accessible online held by the Customer, allowing access to information related to such accounts;

- "**payment service provider providing account management services**" shall mean the Bank, and the payment service provider providing and managing an Account accessible online for the Paying Client, respectively.

8.3. The Bank may reject the access of an account information service provider or a payment service provider to an Account accessible online, if there are objectively justified reasons and supported by appropriate evidence related to unauthorized or fraudulent access of the Account accessible online by the account information service provider or the payment initiation service provider, including the unauthorized or fraudulent initiation of a payment operation. In such cases, the Bank shall communicate to the Paying Customer, in a manner mutually agreed with the latter, the refusal of access to the Account accessible online and the reasons for this refusal.

The communication referred to above is transmitted to the Paying Customer, if possible, before refusing the access, or at the latest immediately thereafter, unless there are objectively justified security reasons or this is prohibited by other relevant provisions of the national law or the Union law.

The Bank shall allow the access to the Account accessible online to the account information service provider or, as applicable, to the payment initiation service provider, as soon as the reasons leading to such refusal cease to exist.



8.4. The Bank shall allow the payment initiation service provider to rely on the authentication procedures provided to the Customer by the Bank, in cases where the payment initiation service provider is involved, under the conditions and in compliance with the applicable legal provisions.

The Bank shall allow the account-related information service provider to rely on the authentication procedures provided to the Customer by the Bank, under the conditions and in compliance with the applicable legal provisions.

8.5. The Bank does not have the obligation to check the existence or validity of the Customer's consent granted by it to the payment initiation service provider or, as applicable, to the account-related information service provider, in order to initiate payments or, as applicable, to access relevant account-related information. Furthermore, for payment service providers issuing card-based payment instruments, the Bank does not have the obligation to perform additional checks related to the Customer's consent, other than the verification indicated under point 8.7.1. let. b) below.

8.6. Payment initiation services

8.6.1. Unauthorized payment operations

If an unauthorized payment operation is initiated through a payment initiation service provider, and to the extent that the Customer complies with the conditions laid down under point 5.10.1. and 5.10.2. above, regarding the payment operations within the scope of the Law on payment services, the Bank shall: (i) reimburse immediately or at the latest at the end of the next business day, the value of the unauthorized payment operation; and shall (ii) restore the payment account debited to the situation that it would have been in, if the unauthorized payment transaction had not taken place, if applicable.

In such case, the Bank is entitled to address the payment initiation service provider, with the latter having the legal obligation to provide proof that, within the limits of its competence, the payment transaction was authenticated, correctly registered and was not affected by any a technical failure or other deficiencies related to the payment services that it is responsible for. In this context, the Customer shall cooperate with the Bank and shall provide the relevant information he/she holds, in order to support the Bank's efforts to get compensated for all losses incurred or amounts paid following the reimbursement granted to the Customer.

8.6.2. Non-executed or incorrectly executed or late payment operations

If a payment order is initiated by the Customer through a payment initiation service provider, and to the extent that the Customer complies with the conditions laid down under point 5.10.1. and 5.10.2. above, regarding the payment operations within the scope of the Law on payment services, the Bank shall reimburse the Customer, under the conditions laid down by the Law on payment services, the amount of the non-executed or incorrectly executed payment and, as applicable, shall restore the payment account debited in the

situation that it would have been in, if the defective payment operation had not taken place.

In such case, the Bank is entitled to address the payment initiation service provider, with the latter having the legal obligation to prove that the payment order was received by the Bank, in compliance with the provisions of the Law on payment services, as well as that, within the limits of its competence, the payment transaction was authenticated, correctly registered and was not affected by a technical failure or other deficiencies related to the non-execution or incorrect or late execution of the operation. In this context, the Customer shall cooperate with the Bank and shall provide the relevant information he/she holds, in order to support the Bank's efforts to get compensated for all losses incurred or amounts paid following the reimbursement granted to the Customer.

8.7. Fund availability confirmation

8.7.1. The Bank shall immediately confirm, at the request of a payment service provider issuing card-based payment instruments, if an amount required in order to execute a card-based payment operation is available in the Paying Customer's Current Account, provided that all following conditions are met:

- a) The Customer's Current Account is accessible online at the time of the request;
- b) The Customer has given his/her explicit consent to the Bank to respond to requests from a certain payment service provider regarding the confirmation that the amount corresponding to a certain card-based payment operation is available in his/her Account accessible online;
- c) the consent referred to under pt. b) above was granted before the first request for confirmation was made.

8.7.2. The confirmation referred to above does not allow the Bank to block funds in the Paying Customer's Current Account.

8.7.3. The Paying Customer may request the Bank to communicate the identity of the payment service provider and the answer provided.

9. CONTRACT AMENDMENT. TACIT AGREEMENT

9.1. This Contract, shall be amended by the agreement of the parties. Any modification shall be proposed to the Customer two months before the date proposed for effectiveness. The Customer may either accept or reject the changes before the proposed date for their entry into force.

The two month-term shall not apply to contractual changes imposed by the application of new legal provisions, with such changes being applied depending on the date of entry into force of such regulations.

If until the date of the proposed date of effectiveness the Customer has not notified the Bank regarding the non-acceptance of the proposed amendments, it shall be considered that they have been accepted by the Customer and they shall be consequently applied starting with the proposed date. By exception from this



rule, the modifications regarding exchange rates will be applied according to the point 7.2.

The Parties agree that changes related to commissions should apply immediately and without any notification if they are more favorable for the Customer.

9.2. If the Customer does not agree with the proposed amendments, it must adequately notify the Bank until the date proposed for their effectiveness. In such case, the Customer is entitled to unilaterally terminate the Contract without costs, before the date proposed for the application of the changes.

10. CONTRACT TERM AND TERMINATION

10.1. This Contract is concluded for an indefinite term.

10.2. This Contract may be terminated by the agreement between the Bank and the Customer.

10.3. The Contract may be terminated upon the initiative of either the Bank or of the Customer or its legal successors who prove their capacity in a manner deemed satisfactory for the Bank, by complying with a 30-day notice if terminated by the Customer, but only after all the Customer's debts towards the Bank have been paid and with a two months notice if terminated by the Bank.

The unilateral termination, by the Customer, shall be done free of charge after the expiry of 3 months from the conclusion of the Contract, according to the Law on payment services. Until the expiry of the 3 months, the Bank shall charge the Customer a price for the unilateral termination, according to the Tariff of commissions for individuals.

The commissions charged on a regular basis for payment services shall be borne by the Customer on a pro rata basis in relation to the period preceding the termination of the Contract. If the commissions are paid in advance, they are reimbursed on a pro rata basis.

The provisions of this point 10.3 shall be without prejudice to the legal provisions regarding the nullity of contracts or the impossibility of their performance, nor those regarding the Parties' right to request the termination of the Contract as a result of a part's culpable failure to fulfil contractual obligations.

10.4. In case of a joint account, the Contract may be terminated upon the initiative of one of the Holders. The obligation of notifying the other Holders regarding the closure of account(s) belongs to the Holder who requests the termination of the legal relations with the Bank or the closure of the joint account(s), and the liability of the Bank cannot be incurred in any situation caused by the closure of the account(s).

10.5. The Customer cannot terminate the Contract if unavailability measures are imposed according to the law, unless he submits to the Bank the express and unequivocal consent to close the account, issued by the authority that ordered the measure of unavailability.

10.6. In addition to any other cases provided in this Contract and/or in the special contracts regarding banking products and services, the Bank is entitled to order the termination of this contract and to close any Customer account, without notice and without fulfilling

any formalities, in any of the following situations: a) the account has not been used for a period of 6 months; b) the available funds from the account in the last 3 months are not enough for covering the banking costs necessary to be maintained in the records of the Bank; c) the Customer delays the payment of any amounts due to the Bank; d) occurrence of at least two payment incidents; e) defective Bank- Customer relationship; f) delays and/or refusal to submit modifications on the legal documents related to the current account (including for applying the FATCA/CRS requirements); g) failure to submit the support documents corresponding to the ordered transactions; h) the Bank receives negative information about the Customer's reputation; i) the Customer shows disrespect in its attitude toward the Bank or its employees; j) The Customer has performed or is to be carry out operations that contravene the legal provisions or the Customer's account has been used or could be used for illegal purposes; k) in case of judicial/extra-judicial disputes between the holder, co-holders, authorized persons or their successors, as provided by point 4.13; l) breach of this contract, of the General Business Conditions of the Bank, of any contract that regulates a service/product associated to the current account or the effective legislation.

10.7. In the event the balance of the account closed on the initiative of the Bank according to point 10.6 let. a) and b) is less than zero or zero, the Bank shall not notify the Customer about the closure of the account.

In the event that the Bank closes the account on its own initiative and the account balance is:

a) greater than or equal to Euro 100 (equivalent), it shall notify the Customer about the closure of the account of the Holder/holders, at the last domicile brought to its notice, by registered letter with acknowledgment of receipt.

b) less than Euro 100 (equivalent), it shall notify the Customer about the closure of the account of the Holder/holders, by simple letter, at the last correspondence address brought to its notice, or by electronic mail at the last e-mail address brought to its knowledge.

In any of the situations referred to under point 10.6, the Bank shall notify the closure of the account on its initiative, by simple letter, at the last correspondence address brought to its notice, or by electronic mail at the last e-mail address brought to its knowledge.

10.8. The Bank is entitled to consider this Contract as fully terminated, without default notice and without any prior formality if the Customer does not comply with any of its assumed obligations.

10.9 The termination of this contract results in the closing of any account of the Customer opened with the Bank and the termination of any other contract regulating a service/product associated to the current account. The Customer also understands and accepts that the suspension of executing this contract may result in the suspension of executing any other contract



regulating a service/product associated to the current account.

10.10. The Customer shall provide the support requested by the Bank and shall support its endeavours related to the resolution of any problems that may arise in connection with a Customer's payment operation, including regarding the prevention or investigation of possible fraud situations.

11. PERSONAL DATA PROCESSING IN THE CONTEXT OF PROVIDING PAYMENT SERVICES

11.1. In its capacity of payment service provider, the Bank acts as a personal data operator (independent or associated, as the case may be), in compliance with the provisions of EU Regulation 2016/679 - the General Data Protection Regulation, and processes personal data necessary and specific to the provision of payment services, as such services are defined in the content of this Contract.

11.2. The personal data processing activities carried out for the purpose of providing payment services have as legal basis for the processing: (i) the execution of this Contract with the Customer, as the user of payment services, (ii) the fulfillment of the legal obligations established as the Bank's responsibility in its capacity of payment service provider, according to the applicable law in the financial-banking field, as well as the Law on payment services (for example, performing fraud prevention, investigation and detection activities in the area of payments), (iii) the legitimate interest pursued by the Bank or by a third party for the execution of the Contract with the Customer (for example, the processing by the Bank of the data belonging to a beneficiary of a payment made by the Bank's Customer or the data of the payer for a payment made to the Bank's Customer as the payee); (iv) the Customer's consent, under the conditions specified by the law, (for example, if the Bank develops authentication solutions by processing biometric data).

11.3. In order to provide payment services, the Bank may process the following categories of personal data: (i) the personal data required in order to provide the Customer with access to online payment applications (including biometric data, where applicable), (ii) the personal data included in the payment orders made by the Customer, (iii) data regarding the transactions, (iv) technical information.

11.4. The personal data that the Customer makes available for the purpose of the provision of payment services by the Bank, as well as those which the Bank holds about the Customer, and which are necessary and specific to the provision of the service may be transmitted, among others, to: the service providers used by the Bank, as well as the financial banking institutions involved in the process of authentication, validation and payment, institutions and public authorities in case of legal reporting obligations established under the Bank's responsibility in order to prevent, investigate and detect fraud in the field of payments, traders etc.

11.5. This section supplements the general information regarding the personal data processing activities carried out by the Bank, available in updated form on the Bank's website, at the address <https://www.alphabank.ro/info-utile/gdpr/gdpr> and in any Alpha Bank Romania unit and shall be supplemented by any other punctual information made by the Bank in relation to the services provided, also containing information regarding the rights of data subjects in the context of the processing activities performed by the Bank, as well as information regarding the transfer of personal data abroad.

12. FINAL PROVISIONS

12.1 This Contract is governed by the Romanian law. In case of conflict between the provisions in Romanian language and those in English language stipulated by this contract, the Romanian language version shall prevail.

12.2. The litigations and disputes of any kind between the parties which derive from the application and interpretation of this agreement, will be solved according the provision of the General Business Conditions regarding settlement of the litigations/disputes between the Bank and the Customer.

if the Customer shall directly address the Bank, according to Clause **14.3** of the General Business Conditions, in order to lodge a complaint regarding the payment operations governed by the Law on payment services (at the e-mail address: info@alphabank.ro, by telephone at 08008 25742, by filling in the contact form available on www.alphabank.ro, or at the Bank's headquarters where the Customer has opened the Current Account), the Bank shall make all efforts to respond to this complaint, on hardcopy or other durable media, according to the Customer's option.

The Bank's answer shall address all the points brought of for discussion, within an appropriate timeframe, but no later than 15 Business Days from the date of receipt of the complaint. In exceptional situations, if the answer may not be given within 15 Business Days for reasons independent of the Bank's will, the Bank shall submit a provisional answer, clearly indicating the reasons why the answer to the complaint shall arrive with delay and shall specify the deadline by which the Customer shall receive the final answer. In all cases, the deadline for receiving the final answer shall not exceed 35 Business Days from the date of receipt of the complaint.

12.3. The Bank provides to the Customer this contract and its annexes upon request, either on paper or on another durable medium, at the option of the Customer.

12.4. Any notification or communication, application or claim based on this Contract, including proposals to amend this contract, shall be submitted, made available or, as the case may be, provided by the Bank according to this Contract and based on the option of the Customer expressed in the account opening documentation, and with the applicable legal provisions, as the case may be.



Any notification of communication, application or claim based on this Contract shall be submitted to the Bank according to the provisions of article 13 of the General Business Conditions, applicable to the communication made by the Customer to the Bank.

The Customer has the obligation to:

- take measures to ensure the safety of any device used to communicate with the Bank;
- immediately notify the Bank of any problems that may affect the communication between the Customer and the Bank.

In case of a suspected fraud or actual fraud or in case of security threats, the Bank shall notify the Customer through a secure procedure.

12.5. Upon entering into force of these Rules, the Account Operating Rules – previous Edition no longer produce effects.

III. SPECIAL TERMS AND CONDITIONS CORRESPONDING TO BANKING PRODUCTS AND SERVICES

1. COMMON PROVISIONS REGARDING THE PAYMENT INSTRUMENTS OFFERED BY THE BANK

1. Definitions

1.1. "Payment instrument" shall mean any customized device and/or any set of procedures agreed between the payment service user and the payment service provider, and used by the payment service user to initiate a payment order - for example, the Debit/Credit Card or the Online Banking Service.

1.2. "Customer", depending on the context, unless otherwise stated, shall mean one or more of the following categories: a) the holder of the payment instrument, and b) any other person empowered by the holder, with full rights, to use the payment instrument, in compliance with the applicable contractual provisions.

2. This Section ("**Common provisions regarding the Payment Instruments Offered by the Bank**") applies for payment instruments referred to under Sections A. and B. below, as well as for a credit card provided by the Bank, to the extent that these may be used for the execution of the payment operations within the scope of the Law on payment services, and shall be supplemented by the Account Operating Rules, Fees and Commissions for Individuals and the General Business Conditions of the Bank, and in the case of credit card, also completed with the related contractual documentation.

3. The Customer has acknowledged, according to the Account Operating Rules, and understands that, in relation to the currency in which the payment operations are denominated, as well as the location where the other payment service providers involved in the operation in question are found, both their rights and obligations, as well as the rights and obligations of the Bank may vary, from case to case.

4. The payment instruments referred to under Sections A. and B. below, and the credit cards offered by the Bank, as well as the related customized security items can only be used by the Customer and are non-transferable.

5. A payment operation is deemed authorized only if the Customer has expressed his/her consent for the execution of the payment operation. The form and procedure for expressing consent are detailed in clause

5.4.2. from the Account Operating Rules, Sections A. and B. below, and in the contractual documentation related to the credit card offered by the Bank, respectively.

6. The Customer, acting as the payer, shall cover all the losses related to any unauthorized payment operations if these losses have been caused by the Customer, as a result of fraud or failure to fulfil one or several obligations with willful intent or serious negligence, as follows:

(i) use of the payment instrument in compliance with the Common Provisions regarding Payment Instruments Offered by the Bank, with the provisions of Sections A. and B. below, and the contractual documentation related to the credit card offered by the Bank, respectively, as well as the documents supplementing these or referred to therein, governing the issue and use of the payment instrument;

(ii) notification of the Bank or its designated entity, without undue delay, as soon as becoming aware of the loss, theft, unlawful use of his/her payment instrument or any other unauthorized use thereof;

For the purpose set out under paragraph (i) above, as soon as the Customer receives a payment instrument, he/she shall take all reasonable measures to keep customized security elements safe.

7. The Customer, acting as the payer, may be required, up to an equivalent amount of up to Euro 30 or the equivalent in RON, to bear the financial consequences related to any unauthorized payment operation resulting from the use of a lost or stolen payment instrument or the unlawful use thereof, if the Customer has not acted fraudulently and has not intentionally breached his/her obligations under point **6.** above. This clause does not apply in the situations referred to under point **8.** below.

8. If the Customer has not acted fraudulently, he/she shall not bear any financial consequence which results from the use of a payment instrument which is lost, stolen or used in an authorized manner in any of the following situations:

a) the loss, theft or unauthorized use of a payment instrument could not be detected by the Customer before making a payment;



- b) the loss was caused by an action or the lack of an action on behalf of an employee, agent or branch of the Bank or an entity that activities were outsourced to;
- c) following the notification of the Bank or of one of its designated entities, without undue delay, as soon as the Customer becomes aware of the loss, theft or unlawful use of the payment instrument or any other unauthorized use thereof;
- d) if the Bank does not require a strict customer authentication;
- e) if the Bank does not provide the appropriate means allowing the notification of a lost, stolen or used payment instrument at any time, according to the applicable legal provisions.

9. The assessment of the Customer's liability is made taking into account, in particular, the nature of the customized security elements of the payment instrument and the situations in which it was lost, stolen or used unlawfully.

10. In addition to the obligations referred to under Sections A. and B. below, and the contractual documentation related to the credit card, respectively, the Customer has the obligation to take the following security measures:

- shall make all efforts to detect, as quickly as possible, the loss, theft or unauthorized use of a payment instrument;
- shall request from traders a copy of the sales receipt, and shall request from the ATM the receipt for cash withdrawal and/or deposit, certifying the execution of the operations, respectively; furthermore, the Customer shall keep these supporting documents to provide proof of such operations, for a period of 13 months from the date of debiting his/her account;
- shall keep the payment instruments in good condition, avoid their deterioration and take all measures to ensure their safety, prevent the loss, theft, use or take over, by unauthorized persons, of the payment instruments or of the data recorded on them or related thereto, including the related security data;
- shall take measures to prevent any behavior that shows a significant degree of imprudence, for example keeping the security elements used to authorize a payment operation near the payment instrument, in an open and easily detectable format for third parties.

11. To notify the loss, theft, unlawful use of the payment instrument or any other unauthorized use, the Customer may [call the number 021/319.93.50 (number with standard rate) or 08008 25742 (toll free number from any national network), available 24 hours a day)].

The Customer shall cooperate with the Bank in the event of occurrence of such events and shall provide the information he/she holds in this regard.

A.CONDITIONS FOR USING THE ONLINE BANKING SERVICE

1. DEFINED TERMS

INTERNET - international network of computers connected to public networks (phone lines, satellites and/or radio) whereby messages can be sent or received.

ACCOUNT ACCESSIBLE ONLINE IN THE ONLINE BANKING SERVICE - payment account that may be accessed by the User by means of the SOB;

ONLINE BANKING SERVICE hereinafter referred to as "**OBS**" - service made available by the BANK, through Alpha Online Banking application which includes internet banking and mobile banking tools, in order to enable its customers to perform transactions accepted by the BANK and to check information, communications and notifications the situation of their accounts and of the carried out operations, using the INTERNET as a means of communication.

CUSTOMER SUPPORT SERVICE - service made available by the BANK to its customers in order to enable them to signal to the BANK's personnel the occurrence of different incidents while using **OBS** and to refer to the solutions proposed for such incidents, using the INTERNET as a means of communication.

ALPHA ONLINE BANKING application made available by Alpha Bank Romania to its customers, in order to enable them to perform (remotely) transactions accepted by the BANK by using a personal computer (PC) or a mobile device - smartphone/tablet, including the consultation and acknowledgement of information, communications and notifications provided or, as applicable, made available to them by the Bank.

CUSTOMER - individual who has a current/saving account opened at the BANK, beneficiary of **OBS**, to which the BANK may apply certain restrictions and/or limitations when using the service, when subscribing to **OBS** and during the implementation of this Contract.

USER - CUSTOMER, as well as any person authorized by the CUSTOMER, with full rights, entitled to access **OBS** and to execute, under the limits of the granted mandate, operations in the name and on the CUSTOMER's account. All the given orders and instructions and all the operations made by the USERS through **OBS** are considered to be of the CUSTOMER's itself, as the CUSTOMER cannot oppose to the BANK the lack of its approval until the revocation of the USERS according to point 4.7.

USER'S MANUAL - represents a set of instructions to use **OBS**, that can be consulted by the USERS by accessing the BANK's web page <https://www.alphabank.ro>.

USER ID - the name assigned by the BANK to each USER for accessing the **OBS**.

OBS PASSWORD - is a sole code, which used together with the USER ID, allows the access in **OBS**.

In order to access the application, the password must meet the rules established by the BANK and communicated to the USERS through the application.

The password is initially established by the BANK, available for a limited period of time and will be changed by each USER at first logging on to the application.

SECURITY CODE – additional password generated by a security device which allows the USER to connect to the OBS, perform transactions and access services accepted by the Bank.

SECURITY DEVICE – may be hardware (token) or software (IT application made available by the BANK that can be installed by the USER on his/hers personal smartphone/tablet) devices that generate security codes consisting of 6 digits available for a limited period of time, established by the BANK.

The BANK allows USER the enrollment of a single security device for a USER.

VERIFICATION CODE - another sole code, available for a limited period of time, consisting of 6 characters, which allows security devices enrollment or the resetting of the OBS password through the Alpha Online Banking application login page.

ONLINE BANKING SERVICE CONTRACT (Contract) – includes The Online Banking Service Application together with the current Conditions regarding the use of the Online Banking Service, Tarifs and Commissions for individuals (hereinafter referred to as the „**Tariff of Commissions**”), the Common Provisions regarding Payment Instruments Offered by the Bank, the Account Operating Rules and the General Business Conditions.

BIOMETRIC AUTHENTICATION - represents the verification of the Customer's identity through a physical feature such as the fingerprint or facial recognition. Authentication using this method is exclusively the Customer's option.

2. ACCESSING OBS

2.1. To benefit of OBS, the CUSTOMER fills out the Application for Online Banking Service made available by the BANK.

2.2. After the BANK approves the request, it provides the USERS, within maximum 7 business days, the following documents:

- a) to the CUSTOMER, a copy of the Contract;
- b) the hardware SECURITY DEVICE in case the CUSTOMER chooses this kind of device;
- c) Instructions for logging in to OBS;
- d) Receipt confirmation form for the hardware security device.

3. USING OBS

3.1. This contract regulates the performance of banking operations as a result of the CUSTOMER's OBS subscription through the Alpha Online Banking application, by accessing the BANK's web page <https://www.alphabank.ro> or a mobile device - smartphone/tablet.

3.2. Notwithstanding clauses 5.1.2 – 5.1.6 in the Account Operating Rules, the security elements necessary to the USER for authentication in order to use the Online Banking Service are the following:

- a) USER ID; b) OBS PASSWORD; c) SECURITY CODE; d) VERIFICATION CODE.

The functionalities, instructions and conditions for the safe using of the application are provided by the USER's MANUAL published on the BANK's web page.

e) BIOMETRY. The Customer may opt for the use of biometric authentication and may use the fingerprint or facial recognition to log in to the Online Banking application, instead of the authentication data. The fingerprint and facial recognition are based on the technology in the device, and Alpha Bank has no access and does not control the biometric data stored on the device.

The USER's OBS access is made in accordance with one of the authentication methods contractually agreed with the BANK.

3.3. The USER undertakes to keep confidential all the security elements mentioned at point 3.2 as well as any other security element supplied by the BANK.

Any deliberate or accidental disclosure (resulting in loss, theft etc) will be on the USER risk and responsibility. The USER shall immediately notify the BANK, without undue delay, using the following contact data tel. 08008 25742 / 021 455 99 99 or e-mail: supportib@alphabank.ro, as soon as it becomes aware of any disclosure, loss, theft, unauthorized use or any other fraudulent use of the security elements and the latter cuts off the supply of OBS or of Alpha Online Banking application until assignment of new security elements for the USER.

3.4. The CUSTOMER can cancel through deactivation the SECURITY DEVICES that are no longer used to access OBS.

3.5. The access of the USER trying to authenticate to the OBS by entering an incorrect OBS PASSWORD or SECURITY CODE three times in a row shall be automatically blocked by the BANK's system. The USER'S OBS access may be reactivated only after calling the CUSTOMER SUPPORT SERVICE at the telephone numbers 08008 25742 / 021 455 99 99 and being identified specifying the data requested by the BANK. The BANK shall immediately notify the User about blocking its access by displaying a message on the OBS application's interface.

3.6. The BANK does not provide any support for the USER's hardware and software systems and is not held liable for the security of the USER'S computer system.

3.7. The BANK shall not be accountable for any damage the USER may incur if the operation of OBS and/or of the Alpha Online Banking application is affected or interrupted following the occurrence of technical malfunctions, deficiencies or other external events, which are not under the control of the BANK

When OBS and/or the Alpha Online Banking application is interrupted or malfunctions, the BANK shall inform the USER, by any means, regarding this incident, and shall remedy the incident, according to the requirements of the applicable legal framework.



In such situations, the USER shall be able to perform banking operations by the other means made available by the BANK.

3.8. The INTERNET public network, as it has been previously described, is out of the BANK'S control which cannot be held responsible in the event the INTERNET public network is fraud, case deemed as a "force majeure" event.

3.9. The BANK has exclusive property rights on the software programs, the security devices and on the entire documentation, including the USER'S MANUAL, concerning OBS and which, if any, are provided or made available to the CUSTOMER, by the Bank only during this contract's validity, according to the legal provisions.

3.10. The USER shall not assign its rights to use this service to third parties without the BANK's prior written consent.

Through OBS the CUSTOMER can make all the categories of banking operations possible on the accounts accessible online in OBS: transfers between own accounts, payments in lei (interbanking, intrabanking, at the budget), and payments in foreign currency (internally, externally and intrabanking), utility payments set up and liquidations of deposits, credit card funding etc. The specification of the operations is only for your information, as it can be modified at any time by the BANK. The CUSTOMER authorizes the BANK to automatically grant his/hers access, with the rights set forth in the contract and in Online Banking Service Application – data about services for any new available operation added at the Online Banking Service subsequently to signing the contract.

The Customer may also update contact details according to the provisions of the User Manual. From the time of their amendment, the data updated through the Online Banking Service shall be deemed to be the contact details in the relationships with the Bank for all contracted services.

3.11. The CUSTOMER mandates the BANK to automatically grant it access, with the rights stipulated in this Contract and within the limits indicated in the application for the Online Banking Service, to any accounts which it shall subsequently open, without any notifications or other formalities.

4. OPERATIONS ORDERED THROUGH OBS

4.1. The CUSTOMER may order through OBS all types of operations available under the conditions and limits provided in this Contract for the Online Banking Service.

4.2. The CUSTOMER expressly and irrevocably authorizes the BANK to carry out instructions transmitted by the empowered CUSTOMER/USER through OBS, on CUSTOMER'S behalf and account, in the granted mandate's limits.

4.3. A payment operation ordered through OBS is considered authorized if the instructions have been sent by using the identification elements mentioned at

point 3.2. And meet the provisions mentioned at point 4.4, below and, as applicable, those of point 5.4.2 in the Account Operating Rules.

Their use represents the valid consent of the USER for the operation performance.

4.4. The BANK is not liable if it fails to execute the instructions given by USER as a result of non-observance by the CUSTOMER of the conditions set forth in the Contract. The operations ordered by OBS shall be performed by the BANK only to the extent in which the USER took all the steps necessary for performing the operations, observed the legal provisions in force and the provisions of this contract and all the written instructions, both those from the forms of the ordered operations and those of the automatic messages displayed during the performance of operations.

4.5. Any instruction sent by the USER by OBS is deemed as received by the BANK only if after the confirmation of the transaction by the USER on the confirmation screen appears highlighted as "Accepted by the bank" and can be viewed in the list of debit operations from "Account Activity" menu. If one or more instructions sent by the USERS to the BANK are not reflected in the statement of the CUSTOMER's respective account, the CUSTOMER shall immediately contact the BANK in order to clarify the situation.

4.6. In case the available funds is missing from the CUSTOMER's account or cover only partially the ordered payment, or the BANK takes notice of an error in the data filled in by the USER, the BANK shall refuse to perform the respective operation and the USER shall be directly notified about such rejection in the OBS application, immediately after authorizing the operation.

4.7. The USER undertakes:

- a) to order payments only in compliance with the legal provisions in force and to submit all the information necessary to perform the operations;
- b) to submit to the BANK all the documents in original copies, according to the legislation in force, as the case may be (pro forma invoice, invoice, NBR (National Bank of Romania) authorization, customs declaration, other documents).
- c) to exactly observe the instructions provided by the Contract, as well as in the USER'S MANUAL;
- d) to entirely indemnify the BANK, according to the legal provisions, for any loss, fines, penalties or any other expenses borne as a result of beaching the legal provisions in force by performing some instructions ordered by the USER or as a result of the non-complying with the BANK'S instructions;
- e) to inform the BANK in writing, within 3 banking days, about any modification regarding the legal situation, including, without limitation to the change of name, change of domicile, enclosing to the respective notice the documents justifying the modifications.

If the CUSTOMER decides to modify the data from the Online Banking Service Contract including but without being limited to changing the persons entitled as USERS



or of the granted rights shall fill in a new Online Banking Service Application.

4.8. The BANK is entitled to suspend on an unlimited term the performance of any type of operation through OBS ordered by the CUSTOMER if the latter does not fulfill the obligations mentioned in the present Contract. In such case, the USER shall be notified according to point 6.16 in the Account Operating Rules.

4.9. The maximum value limits applicable to payment operations, irrespective of their number, which may be ordered by the Online Banking Service are presented in the USER'S MANUAL.

4.10. The BANK reserves its right to block the access to the SOB interface for objectively justified reasons related to:

(i) the security of SOB and of the Alpha Online Banking application, or

(ii) a suspicion of unauthorized or fraudulent use thereof.

4.11. In the cases referred to under point 4.10, the BANK informs the USER, through the methods referred to under point 12.4 of the Account Operating Rules, in relation to the access to the SOB being blocked, and the reasons for this blocking, if possible, before blocking it, or at the latest immediately after blocking it, unless the provision of such information could not be deemed acceptable, for security reasons, objectively justified, or is prohibited by other relevant legislative provisions of the national law or of the European Union law.

4.12 The user may request that the access to SOB be unblocked [by calling CUSTOMER SERVICE]. The Bank shall unblock the access to the SOB once the reasons that led to such blocking cease to exist.

4.13 The Customer states that it has been informed that, for reasons pertaining to the reduction of the fraud risk by computer systems or its risk-based approach in the field of money laundering and terrorism financing, implemented by the compliance and risk management norms, according to the law, the Bank may apply certain restrictions on the payment operations, ordered by OBS by complying with the value limits (limit packages) set by the Bank and communicated to the Customer by the USER'S MANUAL of OBS. The Customer understands that, periodically, the Bank may reassess the conditions which led to the application of a certain limit package regarding the use of the OBS service, and shall inform the Customer by a message in the messaging system of the OBS service insofar as there are changes regarding the previously communicated limits. If the Customer does not wish to use OBS after the Bank communicates the new settings on the service use limits, he/she may unilaterally terminate the Contract according to the provisions of art. 7.1.

4.14 The Bank reserves the right to restrict access to one/all the operations provided by OBS, for a period which shall be communicated to the Customer, in any situations that make it mandatory for the Bank to take such measures, in order to comply with the applicable legal provisions and the provisions of this contract.

5. RESPONSABILITIES

5.1. The BANK shall execute the instructions sent by the USER through OBS within the same terms established for the similar instructions submitted by the CUSTOMER to the BANK's cash desks, according to the Account Operating Rules.

5.2. Should the CUSTOMER consider itself prejudiced as a result of non-performance/inappropriate performance of a transaction ordered through OBS by the BANK, the former may contest it under the conditions set forth by the Rules for Operating the Accounts and by the General Business Terms.

5.3. The BANK, according to the law, shall not be held liable for the consequences of the performance of any fraudulent, false or incorrect instruction. Thus, the incurred damages, losses and/or costs shall be borne entirely by the CUSTOMER.

5.4. Notwithstanding clause 6.8 in the Account Operating Rules regarding payment operations within the scope of the Law on payment services, the Bank's liability shall be limited at most to:

a) the value of the non-executed or inappropriately executed transaction and of the interests due for the period between the non-performance/inappropriate performance of the transaction and the re-establishing of the CUSTOMER's account position as it was before the non-performance/inappropriate performance of the transaction.

b) the sum necessary to re-establish the CUSTOMER's account position as it was before performance of the transaction unauthorized by the CUSTOMER.

5.5. The BANK provides to the CUSTOMER, at his/her request, a hardware SECURITY DEVICE (token), which remains in the BANK's property, the CUSTOMER being bound to return it in functional status upon Contract termination. The CUSTOMER is bound to pay the value of the device, according to the Commissions Tariff in effect, in case of not returning the device to the BANK upon the present CONTRACT termination, for any reason, and also in case of loss or theft (according to the legal provisions), and/or damage and/or replacement of the device. The CUSTOMER authorizes the BANK to debit its account with the proper amount in situations mentioned above, for each device-token.

6. FINANCIAL TERMS

6.1. During the OBS use, the CUSTOMER owes and shall pay to the BANK the OBS management fee as well as the commissions afferent to the operations made by the current account, set forth in the BANK's Commissions Tariff, which is an integrated part of this contract (Annex 1). The CUSTOMER authorizes the BANK to debit its current account with the equivalent value of the aforementioned commissions.

6.2. The OBS management fee is charged on the last day of the month. In the last day of the month is a non-working day, the fee is charged in the last working day previous to the last day of the month.

6.3. The CUSTOMER undertakes to pay the BANK a fee set forth in the Bank's Commissions Tariff in case of



loss, theft, damage and/or replacement of hardware SECURITY DEVICE.

7. DURATION OF OBS USAGE

7.1. The CUSTOMER is entitled to use the OBS for an unlimited period of time as of signing the receipt confirmation of the documents mentioned at point 2.2. The CUSTOMER may denounce this contract at any time, with a 15-day notice.

7.2. The BANK may denounce this contract, without any justification or irrespective of the CUSTOMER's fault or fulfillment of any condition, with a two-month notice.

7.3. Moreover, should the CUSTOMER fail to fulfill any of his contractual obligations, the BANK is entitled to deactivate OBS or to deem this agreement as being fully terminated with no formal notice or any other prior formality.

7.4. Closing the CUSTOMER's current account open with the BANK, regardless of reason, would trigger, in all cases, the ceasing to use OBS and the termination of this contract with no other formality or notice.

8. CLAUSE OF CONFIDENTIALITY

8.1. The CUSTOMER/USER undertakes not to disclose to any third party the security information regarding the Online Banking Service, the access system to this service, the passwords, authentication devices and any other personalized security elements or identification.

8.2. The BANK shall keep confidential, shall not disclose, publish or divulge by any other means the information regarding the CUSTOMER/USER's identification data and the performed operations using the Online Banking Service. The clause of confidentiality shall not be valid if: a) the information is requested in compliance with the legal provisions in force; b) the disclosure of information shall prevent the BANK from suffering an imminent loss; c) the information is or becomes public without the BANK's involvement; d) The CUSTOMER/USER authorizes the BANK to disclose the information, inclusively through the account opening documents.

9. GOVERNING LAW

9.1. The relationship between the BANK and the CUSTOMER is governed by the Romanian law according to this contract terms and conditions.

The litigations and disputes of any kind between the parties which derive from the application and interpretation of this Contract shall be settled according to the provisions of the General Business Conditions and Account Operating Rules regarding the resolution of litigations/disputes between the Bank and the Customer.

9.2. The contractual obligations that arise from the execution of the operations ordered through OBS are to be performed at the BANK's headquarters where the CUSTOMER has opened its account. The date of any payment ordered by the CUSTOMER is the date when the BANK debits the CUSTOMER's account.

10. AMENDMENT OF CONTRACT

This Contract, including its annexes, is to be modified by the parties' agreement. Any modification shall be proposed to the CUSTOMER according the article 9 - **CONTRACT AMENDMENT. TACIT AGREEMENT** from Account Operating Rules.

11. OTHER TERMS

11.1. Any notification or communication, request or claim forwarded under this contract shall be sent according to the Account Operating Rules.

11.2. The CUSTOMER understands that the obligations undertaken in compliance with the provisions of the contract concluded with the BANK for the **OBS** concern equally the empowered USER; therefore, it undertakes to send him/her all the terms and conditions regarding the **OBS** usage.

At the same time, the CUSTOMER understands that it is the only person liable towards the BANK, under the terms of this contract, for any non-compliance of the USER with this contract's provisions regarding **OBS**.

11.3. This Contract enters into force on the day the CUSTOMER received all the connection data and/or any other similar proof of identity necessary for the authentication provisioned in point 2.2 letter b), but not later than 90 days from the signing date of the Online Banking Service Application. The BANK makes available for the CUSTOMER this Contract with all its annexes, whenever the CUSTOMER requests it, on paper or other durable medium, depending on the Customer's option.

B. DEBIT AND CREDIT CARD USE CONDITIONS

1. DEFINITIONS

The terms used in these Debit card use conditions ("Conditions") are also applicable to the credit card ("Conditions"), unless expressly defined otherwise in the credit card contractual documentation, shall have the following meanings:

"ATM" - a device which, as the case may be, allows an authorized Holder / User to withdraw liquidities from the account of the Holder as cash, and provides information regarding the balance of the account and the operations performed through the card and the performance of other functions.

"Card" - physical or virtual payment instrument, in RON or foreign currency for individuals, issued by the Bank upon request, on the name and for the account of the Holder and, to the extent it was issued, the Additional Card on the Holder's account and on the name of the Authorized User, allowing the Holder/Authorized User to use the money available on the Account, in compliance with the provisions of this Contract, including through the digital wallet applications accepted by the Bank.

"Additional card" - a card issued by the Bank for the Holder's account, upon his/her request, on the name of the Authorized user. Under these Conditions, any Card reference includes Additional cards.



"Account" – A current account opened by the Bank in the name of the Holder, which shows all card-based transactions performed by the Holder and the Authorized user or any replacement account.

Upon the request of the Customer, the Account can be opened in the name of the Holder or of the Authorized user, as co-holders. In such a situation, (i) all the obligations/liabilities of the Holder as an account holder, regulated by this Contract, are also applicable to the Authorized User; (ii) the Holder and Authorized Holder are obligated, jointly and undividedly towards the Bank for all the obligations assumed by any of them by this Contract; and (iii) by derogation from any contrary provisions agreed with the Bank, both the Holder and Authorized Holder are authorized to individually perform card operations for all the amounts from the Account.

"Contract" – The contract regarding the issuance of a card, composed of the card issuance application, with these Conditions, the Tariffs and Commissions for individuals (hereinafter referred to as the „**Tariff of Commissions**”), the Account Operating Rules and the General business conditions. The Common Provisions regarding Payment Instruments Offered by the Bank, the Account Operating Rules and the General Business Conditions.

"Settlement of Transactions" - represents the actual debiting of the Account with the value of the transactions performed using the Card.

"Holder" – individual, holder of a card issued by the Bank, who requests and signs a card issuance application.

"EUR" – Euro currency symbol

"Bank statement" – a document sent on a monthly basis by the Bank to the Holder, which shows both the operations performed on the current account and the deducted transactions, performed through the card, the due interests, taxes and commissions corresponding to a determined time period, the value of the Liquidities, and the granted credit limit and the value of the used Credit (if there is an overdraft facility).

"Facility" – An overdraft facility corresponding to card operations granted to the Holder by the Bank within a predetermined threshold, based on the Contract for granting an overdraft facility.

"Imprinter" (called according to international usage imprinter voucher) – mechanical device which allows taking an imprint of items made in relief on the back of the card, on the surface of a printed document which certifies the performance of the transaction, usually a receipt (voucher) which is to be signed by the Holder / Authorized user.

"PIN" – Personal identification number, assigned in a bi-univocal manner by the Bank to the Holder/Authorized user, which allows the identification of the Holder/Authorized user of the card when using a terminal; where the payment is made by electronic transfer of data, the PIN can be considered the electronic equivalent of the Holder's/Authorized user's signature.

"Low-value payment" – represents any payment of goods or services whose value is lower or at most equal to the limit set by Visa/Mastercard international organizations and which is permanently posted on the website of the Bank (www.alphabank.ro), and at the counters of the Bank, within the limits of which payment operations with the Contactless Technology may be performed without entering the PIN, at the terminals accepting the Contactless Technology. For security reasons, the number and/or value of consecutive payment operations performed by the Contactless Technology without the introduction of the PIN code are limited for small value Payments, in compliance with the legislation in force. More details in this regard may be found on the Bank's website under the section dedicated to cards, as well as at the Bank's counters.

"POS" – a device which allows the takeover, processing, storage and sending of information regarding Card payments performed at the business units of the accepting trader.

"RON" – Leu currency symbol.

"Contactless Technology" - technology allowing payments to be made quickly by simply approaching the Card to a terminal provided with the contactless technology, with or without the introduction of the PIN code, depending on the value of the transaction. The Contactless Technology may be used nationally and abroad, for transactions with traders accepting the Visa/Mastercard logo, which have installed terminals supporting the contactless technology.

"Transaction based on a card" – Represents any payment of goods or services or any release of cash by using a card.

"Authorized user" – Individual, on whose name the Holder has requested the issuance of an Additional Card on his/her account, acknowledged and accepted by the Holder as having access to some or all his/her rights. Under these Conditions, any reference to the Holder is also applied to the Authorized user.

"Settlement currency" – means RON for card transactions performed in RON and EUR for card transactions performed in currencies other than RON.

2. SCOPE OF THE CONTRACT

The scope of this contract is the issuance, upon the request and on the account of the Holder, of an card issued in RON or foreign currencies for individuals and, as the case may be, of an additional card on the name of the Authorized User, as well as how to use the Card in accordance with the contractual and legal provisions.

3. USE CONDITIONS

3.1. General card use conditions

3.1.1. The card must be used by the Holder/Authorized user only according to the present Contract.

3.1.2. The card is and remains the exclusive property of the Bank, is handed to the Holder and shall be immediately returned upon the first and simple request of the Bank.

3.1.3. The Holder/Authorized user must sign the card immediately after receiving it.

3.1.4. The Card/Additional Card may be used only by the Holder/ Authorized user on whose name it was issued.

3.1.5. The Card may be used in Romania and abroad.

3.1.6. The Card may be used at the traders that have a POS and/or an Imprinter logo, banks and ATMs which display the logo of Visa / MasterCard international organizations, as well as for Internet transactions, as well as for ordered transactions in the online environment (via the Internet), where the logo of Visa / MasterCard international organizations is displayed.

3.1.7. For transactions performed with the Card, depending on the trading channel used and the technical capacities of the terminal used, the Customer has available a maximum number of unsuccessful attempts for each communication channel, according to the notes included on the Bank's website (www.alphabank.ro), in the section dedicated to cards.

3.1.8. The card has a validity of 60 months starting with the date of issue. The expiry date is the last day of the card's expiry month, date from which the card may no longer be used. The Holder/Authorized User shall return the expired card to the Bank, unless the card has previously been declared lost/stolen/destroyed.

During the performance of the Contract, the Bank may reissue to the Holder/Authorized User a new card, to replace the expired card, taking into account the criteria established internally by the Bank for the reissue of the Card and/or if no written notification has been registered from the Holder not to renew the card, at least 30 calendar days before its expiry date.

3.1.9. The card may be used only within the limit of the Account liquidities or within the limit of the Facility expressly granted by the Bank to the Holder.

3.1.10. The Card may be used for obtaining information regarding the balance of the Account or credit used, or as a means of identifying the Client in order to access any other services offered by the Bank. from the ATMs of the Bank, based on the PIN.

3.1.11. A payment operation is considered authorized if the Holder / Authorized user has expressed his/her consent for the performance of that operation.

3.1.12. For a payment operation within the scope of the Law on payment services, initiated by or through the payee in the context of a payment operation with the Card, and the exact value is not known at the time when the Holder/Authorized User gives his/her consent for the execution of the payment operation, the Bank may block funds in the Holder's Account only if the Holder/Authorized User has given his/her consent regarding the exact value of the funds to be blocked.

The Bank releases the funds blocked in the Holder's Account without undue delay, upon receiving information related to the exact value of the payment operation, and at the latest, after receiving the payment order.

The Holder/Authorized User understands that there may be situations when the Bank does not promptly

receive, from the payee, the information needed to unblock the funds - for example, this may be the case when the Holder/Authorized User makes a subsequent cash payment which cannot be correlated, by the Bank, with the fund blockage transaction, in the absence of information from the trader in this regard.

In this situation, the Holder/Authorized User understands and agrees that the Bank shall automatically deblock such funds within a reasonable time, determined according to the international banking practices and customs. More information in this regard is available on the Bank's website, in the section dedicated to cards.

In the event of the funds being unblocked before the settlement of the transaction, the Holder understands that if he/she will not provide the required funds, in relation to hi/her payment obligations, he/she may incur unauthorized debits on the date of settlement.

3.1.13. The consent is deemed to be validly expressed in any of the following ways, depending on the type of transaction, including for situations where the exact value is not known at the time when the Holder/Authorized User gives his/her consent for the execution of the payment operation. Thus:

a) In case of ATM or POS operations: by inputting the PIN and/or, as the case may be, by signing the receipt generated by the POS;

In case of a small value Payment using the Contactless Technology, the valid consent of the Holder/Authorized User is considered the simple approach of the Contactless Technology Card to a terminal with contactless technology. The small value payment through the Contactless Technology may be done without the need to enter the PIN code and/or sign the receipt, which is issued as an option, depending on the settings of devices.

b) In case of Internet or telephone, transactions, the consent is expressed by providing, as the case may be, one of the following elements: card number / holder's name / CVV2/CVC code (3-digit code on the back of the card) / Holder's address (as registered in the records of the Bank) / card expiry date;

In the event that the Bank requires so, for the purpose of ensuring the security through the Internet, the consent may also be expressed by the use of certain unique codes at transaction level/static or dynamic passwords/any other verification keys agreed by the Customer in relation to the Bank, or submitted through any channel or application provided by the Bank and communicated to the Customer. The Customer undertakes to follow the Bank's instructions in order to use the above elements referred to above. More information can be found on the website www.alphabank.ro, as well as at the Bank's counters.

c) If the data of the Card is written down in an invoice / receipt, etc: signature

d) For certain types of traders (e.g., road tax, parking tax etc.) with the simple approach of the Card to the terminal, with or without entering the PIN code and/or,



as applicable, signing the receipt generated by such device.

e) Under a contract concluded between the payee and the Holder/Authorized User, which includes the latter's consent, in the form accepted by the Bank.

3.1.14. In the event of non-compliance, either intentionally, or with gross negligence, with the obligations under the Contract governing the use and issue of the Card, including the obligation to notify the Bank or the entity designated by it, without undue delay, as soon as becoming aware of the loss, theft, unauthorized use of his/her payment instrument or any other unauthorized use thereof, as well as taking all reasonable measures to keep the customized security elements secure, the use of the Card for making payments over the Internet is at full risk of the Holder, and the Bank is not liable for any fraud that may arise in this case.

3.1.15. The Holder / Authorized User cannot make Card payments for illegal purposes, including for buying products and services which are forbidden by Romanian law.

3.1.16. The card may be accompanied by additional benefit programs, developed by the Bank and updated from time to time, depending on the Bank's business decisions and policies, that the Customer will be informed about during the term of the Customer relationship by methods agreed upon by the Customer, through display at the Bank's offices and/or posting on the Bank's website at the address www.alphabank.ro.

3.1.17. The PIN code related to the card issued may be made available to the Holder/Authorized User in electronic format by SMS (submitted directly or through third parties, selected and empowered by the Bank in this regard) at the telephone number declared to the Bank. In order to receive the PIN code by SMS, the Holder/Authorized User shall send from the phone number declared to the Bank, an SMS with a unique password, in compliance with the instructions included in the cover letter accompanying the card, to the dedicated number mentioned in the same instructions or on the Bank's website.

The SMS may be sent by the Holder/Authorized User within the maximum period from the issue of the card, in compliance with the instructions submitted by the Bank.

In the event that the Holder/Authorized User does not request the PIN code by SMS until the maximum period has expired, the PIN code will be generated in letter format. The SMS with the unique password transmitted by the Holder/Authorized User may be charged according to the owned mobile subscription.

If the issued card is provided to the authorized Holder/User at the counters of the branch, if there is an express request, or in case of a reissued card or when the authorized Holder/User requests the regeneration of the PIN Code after the expiry of the aforementioned maximum deadline, the Bank will provide the printed PIN Code, in a sealed envelope.

This operation shall be charged according to the list of Fees and Commissions for Individuals in force.

3.1.18. In order to ensure an adequate protection of the Card Holder against unwanted consequences, created by the loss or theft of the card, Alpha Bank Romania has set maximum daily allowable limits per type of card-based operation performed by the Holder/Authorized User, that are available for consultation to card holders: through display in the Alpha Bank Romania Territorial Units, on the Bank's website - the Cards/Security section, by calling the Customer Support Service.

Alpha Bank Romania may change the values of the usage limits, informing the Card Holder of the new limits through the communication channels mentioned above.

The Card Holder may request the Bank to change the usage limits in any Territorial Unit of Alpha Bank Romania by filling in the forms provided by the Bank or by calling the Customer Support Service, according to the specifications offered by the representative of Alpha Bank Romania that he/she enters in contact with. The Bank

4. ADDITIONAL CARD

4.1. Upon the express request of the Holder, for both credit and debit cards, the Bank may issue maximum two additional cards on the name of the User / Authorized user(s), with direct access to the Account.

4.2. The Holder shall be the only party responsible towards the Bank for the manner in which the Authorized user uses the additional card, as well as for any amounts payable following the use of the Additional card.

4.3. The Bank can cancel/block any Additional card, upon the request of the Holder, without requiring the prior notification or consent of the Authorized user.

4.4. In this Contract, any reference to "card" shall include the Additional card, depending on its type (debit or credit card).

5. CURRENT ACCOUNT. MAKING PAYMENTS

5.1. Prior to the issuance of the Card, the Holder must open an account, in the currency of the Card, in the records of the Bank, in order to attach the card and to maintain it active all-through the performance of this Contract. Whenever the Holder performs operations specific to the current account, he/she must pay to the Bank the commissions that are specific to the current account provided in the Tariff of Commissions, and the Customer declares by this Contract that he/she has been informed of, understands and accepts them.

5.2. The holder must perform an initial deposit in the Account which must cover at least the value of the issuance and use commissions applied by the Bank, and the minimum account opening amount, indicated in the Tariff of Commissions.

5.3. The account can be credited by cash deposits at any unit of the Bank, or by bank transfer either by cash deposits at any Bank unit, or by bank transfer, or by



cash deposits at the Bank's ATMs, where this service is available.

In order to perform this operation, the Holder shall provide the information indicated under section 5.3 of the Account Operating Rules. The payment shall be taken into consideration as of the date on which the amount is credited in the Account.

5.4. Upon the request of the Holder, the Bank may grant, at its free discretion and under certain conditions, a facility for the operations performed with the Card. In this case, the Bank and the Holder shall conclude a written contract which shall provide the conditions of the Facility.

5.5. The amounts which exceed the crediting balance of the Account and the limits of the approved Facility constitute direct payment obligations of the Holder and shall be paid immediately or upon the first and simple request of the Bank.

5.6. For operations performed with the Card, the period in which the account shall be debited shall be:

- 3 banking days for ATM transactions (without the transaction date and without the processing date);
- 30 banking days for POS transactions.

5.7. The Holder shall receive a bank statement on a monthly basis, according to the provisions of the Account Operating Rules.

5.8.

5.8.1. The Holder authorizes the Bank to debit his/her account with the amounts which represent the payment of taxes, commissions and interests payable to the Bank and any other expenses derived from the replacement or reissuance of a card which was lost or stolen, penalties, and the payment of cash release transactions, the payment of the value of purchase transactions which can be performed both on the territory of Romania and abroad, which shall be deducted in RON or EUR (Settlement currency).

5.8.2. For transactions settled in EUR, the international card organization Visa/Mastercard shall perform the currency exchange between the currency in which the transaction is performed and the settlement currency EUR, by using an internal exchange rate which is valid on the settlement date available on Visa/Mastercard sites.

a) If the currency of the card differs from the Settlement currency, the Holder authorizes the Bank to automatically debit the Account with the equivalent value in the currency of the card of the operations described under section 5.8.1, by performing the currency exchange operations, if any, by using the reference exchange rate(s) of the currency exchange unit of the Bank on the date and index which are valid when the transaction is processed. The used reference exchange rates are displayed in all territorial units, and on the official website of the Bank.

b) In case of USD cards, the Holder authorizes the Bank to automatically debit the Account with the equivalent value in the currency of the card of the operations described under section 5.8.1, by performing the reference currency exchange operations, by using the

reference exchange rates of the currency exchange unit EUR/RON and USD/RON on the date and index which are valid when the transaction is processed. The used reference exchange rates are displayed in all territorial units, and on the official website of the Bank.

The Parties agree that the changes to the reference exchange rate(s) indicated above should apply immediately and without any notice. Information regarding the change of the reference exchange rate(s) indicated is available at the Bank's counters and on the website: www.alphabank.ro

6. TAXES AND COMMISSIONS. INTERESTS

6.1. Without infringing upon the provisions of section 5.1, for the services provided and the operations performed with the card, the Bank applies commissions set according to the Tariff of Commissions part on this contract.

6.2. If the value of the performed transactions exceeds the credit balance of the account, and there is an unauthorized overdraft, the Bank applies a penalty interest, provided in the current account opening application.

6.3. All interests shall be calculated on the daily balance of the Account at the level of the corresponding interest rates, according to Account Operating Rules.

7. OBLIGATIONS OF THE PARTIES

7.1. Obligations of the Holder / Authorized user:

7.1.1. Obligations regarding the use of the card and the security of the card and PIN: a) to keep the Card as well as the related personalized security elements under secure conditions and to prevent its loss, theft or damage; b) the Holder must communicate to the Authorized user all the obligations regarding the use of the card, the security of the card and of the related personalized security elements including of the PIN; c) to notify the Bank by telephone at the numbers provided according to point 9.3 if his/her PIN or other related personalized security elements becomes known by other persons; d) not to send the Card to unauthorized persons even if the delivery is made in order to keep it; e) not to transfer to a third party the right to use the card; f) to input the PIN at the POS terminal or at the ATM so that it is not seen by others; g) upon receiving the sealed envelope which contains the PIN, the Holder must memorize the PIN, destroy the envelope and the respective document; h) to check the integrity of the envelope which contains the PIN and to immediately notify the Bank if he/she finds that it has been damaged; i) not to communicate his/her PIN to any person, not even to Bank employees or representatives of authorities; j) to reimburse unauthorized overdrafts within 5 days after its registration.

7.1.2. The Holder undertakes to notify the Bank about terminating the card, at least 30 days before its expiry.

7.1.3. The Holder / Authorized user must notify the Bank as soon as he/she finds one of the situations listed below: a) loss, theft, damaging or blocking of the card



(electronic payment means); b) registration in the personal account of transactions which have not been authorized by the Holder / Authorized user; c) any error or irregularity occurred following the management of the account by the Bank; d) noticing elements which create suspicions regarding the possibility of copying the card or knowing the PIN; e) finding the occurrence of card dysfunctions, including the situation where the received access codes are incorrect.

7.2. Obligations of the Bank: a) to keep the records of transactions for a certain period of time, according to the legal provisions in the field, so that transactions can be tracked and errors can be rectified; c) to ensure adequate and sufficient means in order for the Holder to submit the notifications indicated in the contract; d) to investigate and resolve any application in which the Holder appeals a transaction initiated by the card; e) to strictly perform the operations ordered by the Holder / Authorized user within the limits of the Contract and of the account liquidities; f) to the measures in order to identify and correctly register the full name of the Holder, according to his/her identity document; g) to provide to the holder, upon his/her written request, the records corresponding to the transactions performed by his/her Card, including bank statements.

8. CASES OF DEFAULT. LIABILITY OF THE PARTIES

8.1. The Holder under the conditions established by this Contract, must also compensate the Bank for any losses incurred by the latter regarding payment refusals initiated by the Holder and unaccepted by the accepting bank.

8.2. The amounts payable to the Bank, according to this contract, are guaranteed by the Holder with all his/her revenues/goods resulted from work relations and other contracts concluded with third parties, including, without limitation, insurance, lease rights, inheritances. All foreclosure costs and expenses are and shall remain the responsibility of the Holder.

8.3. The Bank is entitled to immediately recover all its receivables resulted from the payment obligations of the Holder if the latter does not pay them until the agreed deadlines, and for this purpose the Bank is entitled to automatically debit any account according to the provisions of this contract, without default notice or another formality.

8.4. The Bank is liable towards the Holder for the losses caused by a dysfunction of the instrument, the device, the terminal or any other piece of equipment which belongs to the Bank, authorized to be used by the Holder / Authorized user, provided it is proven that the dysfunction was not caused by the Holder / Authorized user on purpose or from gross negligence.

8.5. The Bank shall be liable for cases of serious negligence occurred in the management of card operations, under the conditions and within the limits imposed by the law.

8.6. The Holder is fully liable for the manner in which he/she or the Authorized user use the card.

8.7. In case of the payment transactions which fall under the incidence of Law on payment services, except the except those provided in point 2.3 (iii) from Account Operating Rules, the Holder is entitled to be reimbursed for the total value of an authorized payment operation which has already been performed, if the following conditions are cumulatively, the Holder having the obligation to prove that these conditions are met:

a) the authorization does not specify, when it is issued, the exact amount of the payment operation; b) the amount of the payment operation has exceeded the amount which the card holder would have reasonably expected, and cannot invoke reasons related to the reference currency exchange operations performed at the exchange rate set according to this Contract and the Account Operating Rules;

8.8. The Holder can request the reimbursement provided under section 8.7 for a payment operation authorized within 8 weeks after the date on which the funds were debited.

The excessive value of the transaction indicated under section 8.7, letter (b) shall be applied based on profile of previous expenses, conditions of the contract and the relevant circumstances of the respective transaction and shall be analyzed by the Bank from case to case.

The Holder must provide, upon the request of the Bank, relevant information and the documentation regarding the compliance with the conditions provided under point 8.7, letter (b).

Within 10 business days after receiving the reimbursement request, the Bank either reimburses the entire amount of the payment operation, or justifies the refusal to reimburse the amount, by indicating the bodies the payer can notify according to the law, if the Holder does not accept the provided justification.

The Holder is not entitled to a reimbursement if:

a) the Holders has expressed his/her consent to execute the payment operation directly to the Bank;

b) if applicable, information regarding future payment operations was transmitted or made available to the Holder, in the agreed form, at least 4 weeks before the due date, by the Bank or the payee.

9. LOSS, THEFT AND UNAUTHORIZED USE OF THE CARD

9.1. The Holder/Authorised user, if he/she finds the loss, theft, destruction, in the case of unauthorized use or other unauthorized use of the Card, and if he/she suspects that there might be a copy of the card, or if the confidentiality of the card PIN or of any personalized security element related to the card might have been compromised, must proceed as follows:

a) Notify the Bank by telephone, without undue delay, at the telephone numbers provided by the latter according to section 9.3, of the occurred situations, by indicating the card number;

b) Within three days after the telephone notification, to notify the Bank in writing regarding the occurrence of any of the aforementioned cases.



9.2. The Bank shall block the card immediately after it is notified by telephone as aforementioned.

If the Holder recovers the lost or stolen card after the Bank is notified by telephone, he/she must return it immediately at any Bank unit.

9.3. For any situations, including emergency situations, the telephone number which the Holder / Authorized user can call is: 021/ 319.93.50 (regular-fee number) or to the number 08008 25742 (number free of charge from any network), available 24 hours a day).

9.4. If the Holder notifies transactions performed by the card which were not authorized by him/her / the Authorized user or which were not performed or inadequately performed, he/she is entitled to initiate the procedure of refusing the payment for the respective transactions, by filling in a special form, at the headquarters of the Bank, within 10 calendar days calculated after transmitting the bank statement in which they were shown. In case he could not be notified until the aforementioned deadline about these transactions, the Holder is entitled to request the correction of an unauthorized or inadequately performed payment operation within a term which shall not exceed 13 months after the debiting date, to the extent that the payment operation is reflected in the information provided by the Bank, or that it made available.

A payment refusal request shall be resolved on the level of the Card Unit within the Head Office of the Bank, based on a specific analysis, according to the provisions of the Regulations of the international card organizations Visa/MasterCard in force. The result of the analysis shall be communicated to the Holder within 120 calendar days after the date when the payment refusal was initiated.

The Bank either reimburses the entire amount of the payment operation, or justifies the refusal to reimburse the amount, by indicating the bodies which the payer may approach according to the law, if the Holder does not accept the provided justification.

If, following the repayment of the amount, it is proven that the Holder/Authorized User acted fraudulently or did not comply, with willful intent or serious negligence, with the provisions of the Contract regarding the issue and use of the Card, including the obligations to keep the customized security elements safe and to notify the Bank or the entity designated by it, without undue delay, as soon as becoming aware of the loss, theft, unauthorized use of the Card or any other unauthorized use thereof, the Bank reserves its right to debit the account held by the Holder at the Bank, in order to recover the amount reimbursed and the value of the losses suffered.

9.5. If it proves the existence of an unauthorized payment operation and without prejudice to point 5.10.1 of the Account Operating Rules, the Bank must immediately:

a) reimburse immediately to the Holder the amount corresponding to the respective unauthorized payment operation, but not later than the end of the next

Business Day, once it has found or was notified about the operation, except when it has reasonable reasons to suspect that a fraud was committed and communicates these reasons, in writing, to the competent national authority;

b) resume the debited payment account in the situation in which it would have been if the unauthorized payment had not been made, as the case may be;

c) ensure the value date for crediting the Holder's payment account is not after the date when the amount was debited.

9.6. The Bank may initiate a payment refusal to the accepting bank regarding a card transaction, even when there is no dispute between the trader and the card holder (e.g. in order to protect the integrity of the card system and promote the security of card transactions).

10. CARD SUSPENSION OR WITHDRAWAL

10.1. The Bank reserves the right to suspend or withdraw the right to use issued Cards, without prior notification, if it finds: a) performance of fraudulent transactions; b) non-compliance with the obligations of the Holder / Authorized user assumed by this Contract; c) repeated and unjustified initiation of refusals to reimburse their costs; d) not providing the necessary amounts for monthly reimbursements; e) not paying the interest and commissions corresponding to the Facility and the performed transactions; f) not taking security measures regarding the use of the card or PIN; g) inaccuracy of the personal data declared by the Holder / Authorized user; h) omission to notify any modifications of personal data; i) breach of these Conditions.

10.2. In case of suspicion, without previously notifying the Holder, the Bank reserves the right to: a) refuse the authorization of a card transaction; b) terminate or suspend the use of the card; c) refuse the issuance of a new card or the replacement of a card, without exonerating from liability and releasing the Holder / Authorized user for the transactions performed before and after the termination or suspension of the card.

In cases where the Bank refuses to execute a payment order or initiate a payment operation, the Bank shall notify the refusal and, if possible, the reasons for the refusal, according to the Account Operating Rules.

11. CARD BLOCKAGE

11.1. The Bank reserves the right to block the card for objectively justified reasons, related to the security of the payment instrument, a suspicion related to its unauthorized or fraudulent use or, if the Bank granted to the Holder an overdraft facility, a significantly increased risk that the Holder cannot pay.

11.2. In the cases indicated under section 11.1, the Bank informs the Holder and, as the case may be, the Authorized User, by using the methods provided under article 12, in relation to the blockage of the payment instrument and the reasons for this blockage, if possible, before the blockage, and at the latest immediately after its blockage, unless the provision of



this information could not be considered acceptable for objectively justified security reasons, or is prohibited by other relevant legal provisions in the national law or the European Union law.

11.3. The Banks provided unblocks the payment instrument or replaces it with a new payment instrument once the blockage reasons cease to exist.

The Holder may request the card to be unblocked [by calling the telephone number indicated in clause 9.3].

12. NOTIFICATIONS

Except for the case provided under section 9.1, any notification or communication, application or claim based on this Contract shall be exchanged between the parties according to the provisions of the Account Operating Rules.

13. CONTRACT AMENDMENT

This Contract, including its annexes, is amended by the agreement of the parties. Any amendment shall be proposed to the Customer as provided by article 9 – CONTRACT AMENDMENT. TACIT AGREEMENT from the Account Operating Rules.

14. CONTRACT TERM AND TERMINATION

14.1 The Contract becomes effective when the Holder / Authorized user receives the card and the PIN and is valid for a period of 60 months with the possibility of being automatically extended for new successive periods of 60 months. If neither party sends the other party a written notification at least 30 days before the expiry of the initial term or of any of the extended terms, specifying that it does not wish to extend the Contract.

In any case, the extension of this Contract and the reissue of the card are not binding for the Bank, and are conditioned by a new analysis of the Holder at the time of each automatic extension.

14.2. The Holder can unilaterally terminate this Contract by a written notification sent according to article 12 with 30-day notice. The termination becomes effective within 15 Banking days after the date on which the card is returned, unless the Card has been declared lost / stolen / destroyed, but not before the reimbursement of all the payment obligations towards the Bank, including those indicated in the bank statement issued to the Holder after submitting the application for terminating the right to use the cards.

14.3. The Bank may decide to terminate this Contract whenever it finds that the Holder has not complied with the obligations provided in this Contract or if it is the Holder's fault, case in which it shall bind the Holder to pay all the debts to the Bank derived from the card transactions.

14.4. The closure of the current account of the Holder opened at the Bank, upon the initiative of any of the parties, irrespective of the cause, shall involve in all cases, without other formalities or notice, the termination of this Contract and of the Card use.

15. OTHER CLAUSES

15.1. The Holder/Authorized User undertakes to ensure and maintain the confidentiality of all the clauses of this Contract.

15.2. The Bank shall maintain the confidentiality of the data regarding the Holder/ Authorized User and his/her transactions imposed by the law. Exceptions are the situations regarding theft, fraudulent transactions, case in which the Bank can notify the competent bodies, as provided by the law.

15.3. Exceptions from the provisions of the aforementioned section are represented by the information which the Bank must provide based on the agreements of the international card organization Visa/MasterCard, under the logo of which the cards are issued.

15.4. The Bank is not liable for the refusal of any third party regarding the acceptance or authorization of a card transaction. Disputes/litigations occurred between the Holder/ Authorized User and any third party regarding the card transaction cannot affect the payment obligation of the Holder regarding the respective transaction and any complaint or claim of the Holder towards a third party cannot be used against the Bank.

15.5. The Bank, can issue new Cards in case the Cards already issued to the Holder/Authorized User must be replaced. If the Holder is not otherwise notified, these Conditions are also applied for thus replaced cards.

15.6. This Contract shall be supplemented with the legal norms in force regarding cards, and with the General Business Conditions of the Bank, the Account Operating Rules, the Common provisions regarding the Payment Instruments Offered by the Bank, the Tariff of Commissions and their annexes which the Holder declares he/she has agreed with the Bank.

15.7. This Contract was drafted according to the will of the parties and is governed by the Romanian law.

15.8. The Bank's failure or delay in exercising any of the rights and prerogatives assumed by this Contract shall not represent a waiving by the Bank of the respective rights and/or prerogatives, and the Bank can exercise them at any time.

15.9. The litigations and disputes of any type between the parties which derive from applying and interpreting this Contract shall be resolved according to the provisions of the General Business Conditions and the Account Operating Rules regarding the resolution of litigations/disputes between the Bank and the Customer.

15.10. According to the provisions of the applicable banking legislation, this Contract and the card bank statements represent enforceable deeds for any payment obligations and facilities derived and granted based on it.

15.11. These Debit card use conditions replace any prior version of the Debit card use conditions, concluded between the Customer and the Bank, and the latter ceases its applicability.



15.12. The provisions of Articles 3.1.8, 5.1., 5.2., 5.3., 5.4., 5.5., 5.7., 6.1., 6.2., 6.3., 8.2., 10.1. letters d), e), 12, 14.1., 14.2., 14.3, 14.4 do not apply to the credit card, being replaced by specific clauses in the contractual documentation related to it.

C. TERMS AND CONDITIONS CORRESPONDING TO THE DIRECT DEBITING MANDATE CONTRACT

1. CONTRACT SCOPE

By this Contract, the Payer expresses his/her consent and grants a permanent but revocable authorization to the Beneficiary of the payment to issue Direct debiting instructions on the account of the Payer opened at the Bank and mandates the Bank (as paying institution) to automatically debit his/her current account, on behalf and liability of the Payer, according to the data indicated in the direct debiting mandate form, part of this Contract, as requested by the Beneficiary of the payment by the Direct debiting instruction.

2. DEFINITIONS

"Payer" – an individuals who holds a current account which grants through this Contract a mandate to the Bank to automatically debit his/her account;

"Direct debit mandate"- a consent given in writing or electronically, signed or whose authenticity has been verified by applying a security procedure, by which a Payer grants a one-time or permanent, but revocable authorization to debit his/her payment account;

"Beneficiary (Provider)" – provider of services, which periodically issues invoices in the name of the Payer / of a subscribed third party, whose account is to be credited with the equivalent value of his/her invoices/insurance premiums due by the Payer under the insurance policies contracted with him/her, according to the payment Instructions issued to the Bank, with which he/she has concluded a direct debiting Mandate (for this purpose the singular shall include the plural and vice versa);

"Direct debiting instruction (IDD)" – represents the payment instruction initiated by the Beneficiary that involves the debiting of the Payer's account open with the Bank, according to the Mandate given by the Payer

"Performance of the Direct debiting instruction" – represents the entirety of procedures by which the Bank applies this direct debiting Mandate for the purpose of completing the payment initiated by the Direct Debiting Instruction. The date when the Direct debiting instruction is received is considered the date agreed for starting its performance.

"Regulation (EU) No, 260/2012" represents Regulation (EU) No. 260/2012 of the European Parliament and of the Council establishing technical and business requirements for credit transfers and direct debits in euro and amending Regulation (EC) No. 924/2009.

"Maximum amount" – is the amount provided in the direct debiting mandate and represents the maximum amount of the equivalent value of an invoice which the

Payer can reasonably estimate or the equivalent of two insurance premium installments in the case of insurance policies.

"Contract or Direct debit mandate contract " – is made up of Direct debiting mandate, Terms and conditions corresponding to the direct debiting mandate contract, the General Business Conditions of the Bank and the Account Operating Rules and the Tariffs and Commissions for individuals (hereinafter referred to as the **"Tariff of Commissions"**). In order to avoid any doubt, the Direct debit mandate also includes the form by which the Payer initiates the Direct debit mandate contract, filled in at the Bank or at the Beneficiary, as well as any Application to amend/complement the Direct debit mandate, as well as form by which the Payer add a new direct debit mandate, by paper format or by electronic means.

"One-time payments"- the payment made one time for a Direct debit mandate.

"Recurring payment"- payment made whenever Direct debiting instructions are received from the Beneficiary under the Direct debit mandate contract.

3. RIGHTS AND OBLIGATIONS

3.1. The Bank is specifically instructed by the Payer to pay to the Beneficiary the amounts of money ordered by the latter within the limits, terms and conditions of this Contract. The transfers are authorized only from the current account of the Payer opened in the records of the Bank, as indicated in the Direct debiting mandate.

3.2. The Payer may grant a Direct debit mandate by filling in the Direct debit form (i) at the headquarters of the Bank's units or by Online Banking Services (SOB) or (ii) at the Beneficiary's headquarters.

3.2.1. In the case provided by the article above, item (i), the Direct debit mandate becomes effective and produces effects within 5 Business days after the Direct debit mandate form is signed, and the Bank shall inform the Beneficiary on the mandate signed by the Payer through the Beneficiary's Bank.

3.2.2. In the case provided by the article above, item (ii), the Direct debit mandate becomes effective and produces effects as of the date when it is confirmed by the Bank, but no later than 5 Business days as of the date when the Direct Debit Mandate is sent by the Beneficiary/their bank.

3.2.3. If the Direct debit mandate is initiated through the Beneficiary, the Bank reserves the right to not accept/validate the Direct debit mandate if, following verifications, the Bank finds that it does not meet the minimum validity conditions, such as, without limitations: failure to fill in all mandatory fields, the Payer's account/single identification code is not accurate, inconsistency between the data in the mandate and the data previously declared by the Payer in the Bank's records, the signature sample does not match. The Bank shall inform the Payer appropriately on the failure to activate the Direct debit mandate within the term specified under the previous item.



3.3. The data agreed for starting the performance of the Direct debiting instruction (the date on which the Payer's account is debited) is, as a rule, the Business day prior to the date indicated in the Direct debiting instruction, but no later than the day indicated in the Direct debiting instruction. By way of exception, if the Direct debit mandate concerns the payment of insurance premiums and the due date coincides with a day that is non-business day, the day agreed for initiating the execution of the Direct debiting instruction is the first business day after the due date of the insurance premiums.

3.4. The Buyer states by this Contract that the amounts ordered by the Beneficiary are agreed as due and payable on each of the dates provided in the Direct debiting instruction issued by the Beneficiary.

3.5. The Bank shall only make full payments, according to each Direct debiting instruction issued by the Beneficiary. The Payer undertakes to ensure in the current account, 2 Business days before the date indicated in the Direct debiting instruction, the necessary funds for making the payment, according to the terms and amounts requested by the Beneficiary based on the Direct debiting instruction, including the corresponding commissions payable to the Bank for performing the respective transactions, and if the case, those for amending the Direct debiting mandate. If the Direct debiting mandate is amended/revoked, the corresponding commissions shall be applied when the amendment/revocation is made.

3.6. If the Bank and the Payer have concluded several Direct debiting mandates, the Bank shall directly debit the amounts indicated in the Direct debiting instructions sent by the Beneficiaries in chronological order, depending on the due date of each payment and within the limit of the funds available in the current account of the Payer, in the currency in which the Bank is to make the payments. If several Direct debiting instructions have the same due date and the funds available in the current account of the Payer are insufficient for fully paying them, the payments shall be made in the decreasing order of the payable amounts from the Instructions, in the absence of another written provision from the Payer. In such case, the Payer shall be notified about the non-executed payments, according to point 6.16 in the Account Operating Rules.

3.7. For the services provided by the Bank based on this Contract, the Payer owes to the Bank the commissions (hereinafter referred to as "Direct Debiting Specific Commissions"), which are found in the Tariff of Commissions. In addition to the aforementioned Direct Debiting Specific Commissions, the Payer owes and shall pay to the Bank commissions corresponding to the operations performed through the current account, provided in the Tariff of Commissions, according to the Framework agreement regarding the services and products offered by Alpha Bank Romania for individuals, concluded between the Bank and the Payer.

3.8. If the Bank refuses to pay a Direct debiting instruction, the Payer shall be notified by specifying the

reason for this refusal according to the provisions of the General Business Conditions and the Account Operating Rules. The Bank reserves the right to apply a commission to the Payer for this notification, if the refusal is justified by objective reasons, according to the Tariff of Commissions.

3.9. If a Direct debiting instruction sent to the Bank is not issued within the limits, terms and conditions of this Contract, the Bank shall not debit the current account of the Payer with the amount provided in the respective Direct debiting Instruction, and cannot be held accountable for the damages, if any, incurred by the Payer/third-party subscriber in this situation.

3.10. The Payer knows and accepts that the Bank shall not debit the current account of the Payer, including, without limitation, any of the following situations: a) the amount provided in the Direct debiting instruction is higher than the maximum amount provided in the Direct debiting mandate; b) total or partial absence of liquidities necessary for performing the Direct debiting instruction; c) the account is closed; d) the direct debiting mandate is revoked; e) the account of the Payer is blocked following a blockage measure taken by the Bank or ordered by a body with such competences/ attributions; f) the Payer owes money to the Bank and they are due and unpaid; g) The Direct debit mandate is invalid due to the absence of any mandatory element.

3.11. In case of operations under the incidence of Law on payment services, except those provided in point 2.3 (iii), the Payer may request, within 8 weeks after the debiting date, the reimbursement by the Bank of the amount of the authorized Direct debiting instruction which has already been performed, if the following conditions are cumulatively met:

- (a) the authorization does not specify, when issued, the exact amount of the payment operation;
- (b) the amount of the payment operation has exceeded the amount which the Payer would have reasonably expected, by taking into consideration the profile of previous expenses, the Contract conditions and the relevant circumstances for the respective case.

At the Bank's request, the Payer has the burden of proving the conditions referred to under points (a) and (b) above. In addition to the right to request the reimbursement mentioned above, and without prejudice to its limitation laid down under point 3.11.1 below, the Payer has an unconditional right of reimbursement within the terms indicated in point 3.11 for the direct debits referred to under art. 1 of Regulation (EU) No. 260/2012⁴.

3.11.1. Within 10 business days after receiving the reimbursement application, the Bank either reimburses the entire amount of the payment operation or justifies

⁴ Direct debit operations in euro on the territory of the European Union, where both the payer's payment service provider and the payee's payment service provider are on the territory of the Union or where the only payment service provider involved in the operation is located on the territory of the Union, except for the operations expressly indicated in the said regulation.



the refusal to reimburse the amount, indicating the bodies the Payer may notify, in the event the Payer fails to accept the justification provided.

In case of repayment, the value date for crediting the Payer's payment account is the date on which the amount was debited.

The payer may not invoke reasons related to foreign exchange operations, if the reference exchange rate agreed with the Bank was applied.

Furthermore, the Holder is not entitled to a reimbursement if:

a) the Payer has expressed his/her consent to execute the payment operation directly to the bank; b) if applicable, information regarding future payment operations was transmitted or made available to the Payer, in the agreed form, at least 4 weeks before the due date, by the Bank or the payee.

3.12. The Payer can refuse the payment of a Direct debiting instruction, by a written notification submitted to the Bank and the Beneficiary until the end of the business day which precedes the day agreed for the performance of a Direct debiting instruction according to the provisions of this Contract.

3.13. The Payer is entitled to correct a payment operation only if he/she notifies, without unjustified delay, but in no case later than 13 months after the debiting date, as such is reflected in the information provided or, as applicable, made available to the Customer by the Bank, the fact that he/she has found an unauthorized payment operation or one inadequately performed based on this Contract, such as the ones below, without limitation. In this case, the provisions of points 5.10, 6.6, 6.8 and 6.9 of the Account Operating Rules shall be applied accordingly.

3.13.1. In case of operations indicated in point 3.11, the Bank may review any reimbursement claim submitted by the Payer whose account was debited for the amount stipulated in a Direct debiting instruction upon the payer's written application submitted to the Bank within 8 weeks as of the date when the Direct debiting instruction was settled.

3.14. Each Direct debiting mandate can be modified/revoked at any time by the Payer, by filling in a form, Direct debit mandate variation application/Direct debit mandate revocation application (i) at the Bank's headquarters or (ii) at the Beneficiary's headquarters or (iii) through Alpha e-statements service or by Online Banking Services (SOB), if the Payer has this service active.

3.14.1 The variation/revocation of the Direct debit mandates, in the case provided by the article above, item (i) and (iii), produces effects within 5 business days.

3.14.2. If the variation/revocation is requested at the Beneficiary's headquarters according to item (ii) above, the Beneficiary shall submit through their bank the variation/revocation form to the Bank, for verification. If, following verifications, the Bank finds that the form does not comply with the minimum validity conditions, it shall not operate the variation/revocation of the

Direct debit mandate and shall inform the Beneficiary through their bank on its refusal to vary/revoke.

3.14.3 If the Direct debit mandate variation/revocation request meets the validity condition, the variation/revocation shall produce effects within 5 business days as of its receipt from the Beneficiary. The Payer shall be informed appropriately on the invalidity of the Direct debit mandate variation/revocation application.

3.14.4 The revocation or modification of a Direct debiting mandate does not affect any right or obligation which occurred in relation to Direct debiting instruction issued in virtue of the initial mandate, if the revocation or modification of the mandate takes place after the end of the business day before the day agreed for debiting the funds.

3.14.5. If the Payer revokes this Contract in the first 12 months after the date on which it becomes effective, the Bank may apply a termination commission agreed with the Payer.

3.15 One or several new direct debiting mandates for one or several Beneficiaries are granted by filling in a new form of Direct debit mandate, which is added to the Contract and is part thereof.

3.15.1 If the payer has a valid Direct debit mandate, he can add a new Direct debit mandate and by electronic means through the Alpha e-statements service or by Online Banking Services (SOB), if the Payer has such service active. In this case the new Direct debit mandate becomes effective and produces effects within 5 business days from the receipt, by the Bank, of the Direct Debit Mandate through such electronic means.

3.15.2. Payer understands and accepts that the addition, modification and / or revocation of a Direct debit mandate / mandates through the Alpha e-statements service or by Online Banking Services (SOB) performed under the conditions of use of this service, is an engaging way of expressing valid consent for initiating new Direct debit mandate and for modification /revocation of the Direct debit mandate contract.

3.16. The Bank is not responsible for the inaccuracy of the information received from the Beneficiary. For this purpose, the disputes and/or litigations occurred between the Payer and the third-party subscriber and the Beneficiary are not the responsibility of the Bank and do not affect the clauses of this Contract, and shall be resolved by the Payer or the third-party subscriber directly with the respective Beneficiary.

3.17. The Bank shall notify the Payer regarding the performance of the Direct debiting instructions which result from this mandate by submitting the bank statements, according to the provisions of the General Business Conditions and the Account Operating Rules.

3.18. The payer states that he/she has informed the third-party subscriber about the fact that he/she will send his/her personal data to the Bank, in order for this Contract to be implemented.

3.19. The Payer states that he/she understands, accepts and participates in a direct debiting commitment.



3.20. This Contract is applied exclusively for the payment methods and has no implication on the contracts/insurance policies on which they are based, concluded between the Payer/third-party subscriber and the Beneficiary. For this purpose, the Bank cannot be involved in any dispute which would occur between the Payer or the third-party subscriber and the Beneficiary and is not liable for any direct or indirect losses/costs incurred by the Payer or by the third-party subscriber following the performance of this Contract.

3.21. This Contract is signed for a limited term, and the contract termination date is specified in the Direct debit mandate. If the Direct debit mandate does not stipulate the Contract termination date, this Contract shall be deemed signed for a 5-year term, with the possibility to renew it for 5-year successive periods, if the Payer does not notify its intention to terminate the Contract. The Contract also ceases in one of the following situations: (a) agreement of the parties, expressed in writing; (b) cessation of the current account contract; (c) termination by the payer, according to the Contract; (d) termination by the Bank, as provided under section 3.21.1; (e) Payer's death, notified to the Bank according to the General Business Conditions and the Account Operating Rules; (f) termination of the collaboration between the Bank and the Beneficiary with the scope of collecting the receivables of the Beneficiary which result from the invoices issued in the name of the Payer/third-party subscriber; (g) termination in any way of the Contract/insurance policy signed by the Payer with the Beneficiary, notified appropriately to the Bank; (h) any changes in the identification information/elements of the Beneficiary/Beneficiary's bank that make impossible the execution of the mandate; i) if for one year the payment instruction cannot be executed due to lack of funds, the Contracts will be terminated automatically without any prior notice; j) any other cases provided by the law.

3.21.1 The Bank is entitled to deem this Contract as fully terminated, without default notice and without any prior formality if the Customer does not comply with any assumed obligation.

3.22. The Bank cannot be held accountable for situations of cessation / unilateral termination and/or for suspending the contract concluded by the Payer / third-party subscriber with the Beneficiary.

3.23. The Payer undertakes to notify the Bank in writing, until the date on which this Contract is terminated, regarding his/her option of closing the current account opened in the records of the Bank, considering that it is part of another financial service provided by the Bank. If the Payer instructs the Bank to close the current account, the Bank shall close the current account without applying additional costs, but only after all the Payer's debts towards the Bank have been paid.

3.24. Any notification or communication, application or claim based on this Contract shall be sent according to the provisions of the Account Operating Rules and of the General Business Conditions.

3.25. Litigations and disputes of any kind between the parties which derive from the application and interpretation of this Contract shall be resolved according to the provisions of the General Business Conditions and of the Account Operating Rules regarding the resolution of litigations/disputes between the Bank and the Customer.

3.26. Any amendment regarding the content of the contractual clauses and/or on the level of the Direct Debiting Specific Commissions shall be sent according to article 9 - **CONTRACT AMENDMENT. TACIT AGREEMENT** from the Account Operating Rules.

3.27. The parties undertake to maintain the confidentiality of the provisions of this Contract according to the law.

3.28. This Contract was concluded according to the provisions regarding the direct debiting of NBR on transfer-credit and direct debit and of the Law on payment services, as further amended and supplemented. The terms and expressions used in this Contract have the meaning provided in the aforementioned regulation insofar as they are not defined by this Contract.

D. STANDING ORDER TERMS AND CONDITIONS

1. Standing Order service contract (hereinafter referred to as the "Contract") - is composed from The Standing Order Application, as well as any modifier form, filled in at the Bank's headquarters or sent by electronic means. Terms and conditions regarding Standing Order, General Business Conditions of the Bank, Account Opening Rules and Tariffs and Commissiond for individuals (hereinafter referred to as the "**Tariff of Commissions**").

2. GENERAL PROVISION

2.1. By signing this agreement, the Payer expresses its approval regarding the execution of the standing orders abovementioned.

2.2. The date of receipt of the standing order is the date agreed for the execution of the transaction. If the date agreed for the execution of the transaction falls on a non-business day, the date of execution will be considered the first previous business day (for intra-banking transactions) or on the first next business day (for inter-banking transactions), unless the Customer and the Bank agree otherwise.

2.3. The Payer will ensure that it has the necessary funds for the execution of the payment and the related service fees in the current account specified in the contract one business day, before the debiting of the account, subject to the terms and amounts abovementioned. For a fixed-sum standing order, the Bank will only make full payments.

2.4. The situations in which the amounts existing in the accounts from which the transfer is requested are rendered unavailable by an enforceable title (or in another legal manner) will not be considered breaches of the contractual obligations by the Bank. The Payer



knows and accepts that the Bank will not be held liable to make any payment under this contract if the Payer has debts towards the Bank and these are due and unpaid.

2.5. The Bank will inform the Payer about the execution of the standing order by submitting the account statements in accordance with the provisions of the General Business Conditions of the Bank and the Account Operating Rules.

2.6. The Payer shall inform the Bank in writing, the latest on the date of termination of this contract, regarding its option to close the current account opened with the Bank's records, considering that this is the object of another financial service provided to him/her by the Bank. If the Payer requests to the Bank to close the current account, the Bank will close the current account without charging any additional costs, but only after the Payer has paid the service fees/bank costs for this financial service, being owed by the Payer prior to the Bank's request.

2.7. The Payer's and Beneficiary's accounts must be in the same currency. The execution of a Standing Order in other currencies than RON will be possible only if the Payer and the Beneficiary are customers of Alpha Bank Romania S.A. and both accounts are in the same currency.

2.8. The Payer may cancel the execution of a standing order, the latest at the end of the business day preceding the day agreed for its execution, within the time limits set out by point 2.2. The execution of the standing order will occur at the date/s agreed herein.

If the Bank refuses to perform a scheduled payment order, the Payer shall be notified by indicating the reason for this refusal according to the provisions of the General Business Conditions and of the Account Operating Rules. The Bank reserves the right to apply a commission to the Payer for this notification, if the refusal is justified for objective reasons.

3. COMMISSIONS

For the operations performed based on this scheduled payment order, the Bank applies commissions (hereinafter referred to as "Commissions specific to the Scheduled Payment Order") which are found in the Tariff of Commissions.

Whenever the Bank performs operations based on this contract, the Bank shall automatically take over from the account of the Payer the Commissions specific to the Scheduled Payment Orders and the commissions provided in the Tariff of Commissions, which the Payer declares by this contract that he/she approves.

4. DURATION AND TERMINATION OF THE CONTRACT

This contract is concluded for a definite period based on the dates mentioned in the standing order. This contract can be terminated by mutual agreement between the Bank and the Payer.

This Contract lawfully terminates when the Payer's current account closes.

If the standing order is not used for one year due to the lack of funds, the contract will automatically terminate, without any prior notification.

The Bank may consider this contract lawfully terminated, without notification and any other prior formalities, if the

Payer fails to fulfil its obligations hereunder.

The Payer may unilaterally denounce at any time this contract with the prior notification of the Bank within 3 business days. The term of 3 days will be calculated starting from the day immediately after the date of dispatch of the notification. In case of cancellation of the contract, the Bank will continue to perform the transactions in the course of settlement within the term set out in this article. If the parties agreed that the duration of the contract exceeds 13 months, the Customer will owe to the Bank a termination fee if the unilateral termination occurs within the first 13 months from the conclusion of the contract. In case of termination of this contract due to the non-fulfilment or improper fulfilment of the contractual obligations by the Payer and if the Payer terminates the contract prior to the expiry of the period for which it was concluded, the Payer shall pay the fee agreed with the Bank.

This contract enters into force within 3 days from the signing of Standing Order Application by the parties, approved by the Bank.

5. MISCELLANEOUS

5.1. This Contract, including its annexes, is amended by the agreement of the parties. Any amendment shall be proposed to the Customer by the Payer's Bank according to article 9 - **CONTRACT AMENDMENT. TACIT AGREEMENT** - from the Account Operating Rules.

5.2. The Payer has the possibility to modify /cancel the contract in writing, on paper at the Bank's headquarters or by electronic means, namely by Alpha e-statements service or by Online Banking Services (SOB), if the payer has such an active service.

5.3. Customer understands and accepts that the modification and/or revocation of the Contract through the Alpha e-statements service or by Online Banking Services (SOB) performed under the conditions of use of this service is an engaging way of expressing valid consent for initiating new Direct debit mandate and for modification /revocation of the Direct debit mandate contract.

5.4. Unless otherwise provided in this Contract, any notification or communication, application or claim based on this contract shall be submitted according to the provisions of the Account Operating Rules and of the General Business Conditions.

5.5. Litigations and disputes of any kind between the parties which derive from the application and interpretation of this Contract shall be resolved according to the provisions of the General Business Conditions regarding the resolution of



litigations/disputes between the Bank and the Customer.

E. TERMS AND CONDITIONS FOR THE ALPHA TXT SERVICE

1. The contract regarding the provision of the Alpha TXT Service (hereinafter referred to as "Contract") is made up of: the application for purchasing the Alpha TXT Service, the Terms and conditions below, the Account Operating Rules, the General Business Conditions of the Bank and the Tariffs and Commissions for individuals (hereinafter referred to as the „Tariff of Commissions"), current edition. In case of a conflict between the provisions of the Account Operating Rules and the General Business Conditions of the Bank for individuals and those of the Terms and Conditions for the Alpha TXT Service, the latter shall prevail.

2. DESCRIPTION OF THE ALERT SERVICE

2.1. In order to benefit from the Alpha TXT Service, the Customer must have at least one current account/savings account and/or a credit card opened in the records of the Bank.

2.2. Alpha TXT Service enables the Customer to receive information alerts, according to the terms and conditions of the Contract, concerning the operations/events related to the current/savings accounts thereof, the debit/credit cards, opened in RON or in foreign currency, according to the Customer's option expressed in the Service purchase application. The characteristics and details of this Service are mentioned in the Annex concerning the Service characteristics.

As the Bank performs new technical developments which shall allow the generation of alerts also for operations/events other than those indicated above, the Customer shall be informed by the Bank regarding this fact, and shall have the possibility to choose the activation of the alerts for the new operations/events as provided under section 5.1 below.

If the Bank develops other types of alerts which shall be provided to the customers (e.g. e-mail alerts), the Customer shall be informed about them and insofar as the Customer wishes to add/replace one or several types of alerts within the Alpha TXT Service, he/she shall be able to do so as provided under section 5.1 below.

2.3. In case of SMS alerts, the Bank shall send the information requested by the Customer by an exclusive message to a single telephone number active in any of the mobile telephony networks from Romania, communicated when the Service is requested. The telephone number can be replaced by the Customer during the contractual relation, as provided under section 5.1 below.

2.4. The Customer can request the Service as follows:

a) fills in at the Bank offices the application for purchasing the Alpha TXT Service and signs the documentation provided by the Bank;

b) by telephone, by calling number 08008 alpha (08008 25742) or *alpha (*25742) - in Orange and Vodafone networks (8:30 - 20:30, on business days), and the Customer verbally manifests his/her express consent for benefitting from the Alpha TXT Service, and the related terms and conditions;

c) electronically, through the Alpha e-statements service, the Customer expresses his/her consent for benefitting from the Alert Service, the terms and conditions and related costs by the Alpha e-statements service.

In case of account co-holder customers, the Alert Service can be requested by any of the co-holders, at a single notified telephone number.

2.5. The service becomes active within 2 business days after the Contract is concluded (namely the date when the request of the Customer to benefit from the Service was approved by the Bank).

2.6. In case of card transactions, alerts are sent when authorized and cannot be resent when the current or card account is actually debited with the respective amounts. In case of card transactions performed abroad, the alert shall be sent with the value of the transaction, and the value at the settlement amount can differ depending on the evolution of the exchange rate between the two calendar dates.

2.7. Should the Customer choose to receive alerts on card transactions, the alerts shall be sent for all debit or credit card operations (including additional cards), as well as for all operations performed with the credit or debit cards issued further to contracting the Service (including the additional cards). At the same time, should the Customer's option in the Service purchase application refer to the liquidities in the current/savings account or the payments into/from the current/savings account, the alerts related to such information shall be sent for all current/savings accounts, including for those opened with the Bank further to the contracting the Service.

2.8. In case a current/savings account or credit/debit card is terminated/suspended for any reason whatsoever, the Service continues to be provided for the active services/products, except for the circumstance mentioned in item 4.2 letter g) below.

2.9. If the alerts refer to an account/card in foreign currency, the limit amounts regarding which the alerts are generated are calculated as the equivalent of the limit amounts set out in the Service purchase application, in the foreign currency of the account/card, based on the exchange rate and index indicated in Account Operating Rules valid on the date of the transaction/operation regarding which the alert is generated.

3. COMMISSIONS

All-through the use of the Alpha TXT Service, the Customer owes and shall pay to the Bank the costs associated to the Service, provided in the Tariff of Commissions.



The Customer owes the monthly management fee (the subscription), irrespective of the number of alerts sent during such month (including if no alert is sent). The alerts not used in the current month are not carried forward in the next month. The Customer unconditionally and irrevocably authorizes the Bank to automatically debit the mentioned account/credit card or any other account/credit card opened in the Bank records, on the 5th of each month, with the equivalent of the commissions/fees due hereunder.

If the 5th of the month is a non business day, the commissions/fees are applied on the last business day prior to the 5th of the month.

The used exchange rate, as the case may be, is the exchange rate set out in the Account Operating Rules.

4. CONTRACT TERM AND TERMINATION

4.1. This Contract is concluded for 1 (one) year with the possibility of being automatically extended for new 1-year successive periods, under the same contractual conditions, unless any of the parties express their intention not to extend the Contract at least 30 days prior to its expiry.

4.2. This Contract ceases by: a) agreement of the Bank and the Customer; b) when the Contract was concluded by telephone or through the Alpha e-statements service, by unilateral termination by the Customer, within 14 calendar days after this contract is concluded, without penalties and without invoking any reason. If this right is exercised by the Customer, he/she shall notify the Bank for this purpose, in writing, as hardcopy or on another durable medium, before the expiry of the aforementioned term; c) unilateral termination by the Customer, which becomes effective within two business days from the date of the request submitted by the Customer through the means of communication provided by the Bank ensuring the identification of the Customer and the undisputable character of the request; e) Contract cancellation, according to the Account Operating Rules for cancelling current account contracts; f) in all the cases where the all the account/banking products in relation to which the Alpha TXT Service is provided is terminated, for any reason; g) if all current/savings accounts or credit cards related to the payment of the Service-related costs were closed/suspended; h) if the Customer dies, and the Bank is notified according to the Account Operating Rules / General Business Conditions.

4.3. If the Contract is terminated for any reason whatsoever, the Customer owes potential costs/fees in addition to the subscription, according to the Tariff of Commissions.

5. MISCELLANEOUS

5.1. This Contract shall be amended according to the Account Operating Rules or by an addendum concluded by the parties. By exception, the Customer may request the amendment of the data/information comprised in the application for providing the Alert Service by one of the methods indicated under section 2.4 above, and any

such request shall become effective within 2 business days after the date on which it was approved by the Bank.

5.2. In case of provisionally blocked/lost/stolen debit/credit cards, the transmission of alerts related to such cards begins within maximum 2 business days after the unblocking/reissuance thereof. Should the main card be provisionally blocked/lost/stolen, the transmission of alerts related to the transactions performed with the additional user card shall be suspended and resumed within maximum 2 business days after the unblocking/reissuance of the main card.

5.3. Should new debit/credit cards be issued or new current/savings accounts be opened, the transmission of alerts shall begin within 2 business days after the issuance date of the card, or after the opening date of the accounts, respectively.

5.4. Any notification or communication, application or claim according to this contract shall be submitted according to the Account Operating Rules and of the General Business Conditions.

5.5. The Bank shall notify the Customer, through the same channel as the one used for sending the alert, on the scheduled dates for maintenance works which generate the provisional suspension of the Service or of certain alerts related to certain types of transactions/events. If the Service performance is negatively affected or if emergency technical interventions are required, the Bank reserves the right to provisionally suspend the Service/certain alerts related to certain types of transactions/events or to vary the alert generation time, with no prior notice sent to the Customer.

5.6. Unless the Service is non-operational because of the exclusive fault of the Bank, pronounced by a final judgment, the Bank is not responsible for the non-operation / inadequate operation of the Service, such as, without limitation: the Customer has not received a alert for reasons that cannot be imputed to the Bank, the non-operation / inadequate operation of the services (including Internet services) provided by the mobile telephony provider / internet provider or telephone malfunction, operation / inadequate operation of the equipment used by the Customer, etc. The Bank cannot be held accountable for the non-operation / inadequate operation of the Service if the Customer provides incorrect, incomplete or inaccurate data/information.

5.7. This Contract is concluded in Romanian and shall be governed by Romanian law.

5.8. The litigations and disputes of any type between the parties which derive from applying and interpreting this Contract shall be resolved according to the provisions of the General Business Conditions and of Account Operating Rules regarding the resolution of litigations/disputes between the Bank and the Customer.

5.9. The acceptance of these Terms and conditions represents the Customer's confirmation that he/she had sufficient time to study the documents



corresponding to the Contract, including these Terms and conditions, documents which the Bank provided to him/her, understood and accepted.

F. GENERAL TERMS AND CONDITIONS FOR THE EXECUTION OF FOREIGN EXCHANGE TRANSACTIONS (HEREINAFTER MENTIONED AS "GENERAL TERMS")

1. DEFINITIONS

FX Transaction(s) represents transaction(s) that involve the buying or the selling of a currency against another currency. Depending on the Value Date of the transaction they may be classified as FX Today (settlement in the same Banking Day as the Transaction Date), FX Tomorrow (settlement in the next Banking Day since the Transaction Date) FX Spot (settlement in two Banking Days after Transaction Date), FX Forward (settlement in more than two Banking Days after Transaction Date) and FX Swap Foreign Exchange.

Rates List is a list contains foreign exchange rates quotes for the buying or the selling of each foreign currency contained in the list, for cash and non-cash FX Transactions respectively published each Banking Day and valid for settlement on the Value Dates mentioned in paragraph 2.1.

Transaction Date represents the calendar date when the terms of an FX Transaction are determined.

Value Date is the Maturity Date of the transactions chosen by the contracting parties.

Maturity Date or Settlement Date represents the date on which any payment obligation must be performed, in accordance to the terms of each transaction

Banking Day is every day (other than Saturday, Sunday and legal holidays) the Bank is open. Banking Hours represent the officially established by Law working hours of the Bank's Offices.

Notional Amount or Nominal Amount represents the amount that is the object of the FX Transaction.

Basis Point represents the arithmetical amount of 0.0001, or stated differently a unit that is equal to 0.01% or one hundredth (1/100) of 1%.

Base Currency is the first currency of the currency pair stated in the Order Execution Confirmation.

Order represents the instructions for entering into an FX Transaction.

Order Confirmation represents a (written) document ratifying the agreed terms, specific to each FX Transaction

RON (Romanian Leu) is the legal currency of Romania.

Calculation Agent is the Bank, meaning that the Bank within the scope of the present terms acting reasonably and in good faith will perform all calculations, including Mark to Market, profit and loss calculations, adjustments etc., after subtracting any fees and commissions.

Termination Event represents events related to the breach of obligations within the context of these terms

or breach of obligations with other parties that may lead to default.

2. GENERAL INFORMATION ON THE BANKS FX OPERATIONS

2.1. The present General Terms apply to FX Transactions with Value Dates, Today (FX Today) Tomorrow (FX Tomorrow) and Spot (FX Spot).

2.2. Alpha Bank Romania accepts Customer's Orders in the following ways:

- i. In person by the Customer (an Individual or a corporate Customer) at the Bank's Offices.
- ii. Through the Web Online Banking application.
- iii. Via other technical means of communication that can be made available to the Customer.
- iv. Over the telephone on the designated recording lines of the Treasury of the Bank, if he has been granted with direct access to the Bank's Treasury.

2.3. The Bank publishes on each Banking Day a **Foreign Exchange Rates List** for various currencies the Bank works with. The list contains foreign exchange rates for the buying or the selling of each foreign currency contained in the list, for cash and non-cash FX Transactions respectively. The published rates of each Banking Day are valid for settlement on the Value Dates mentioned in paragraph 2.1. The published foreign exchange rates are also referred to as the Official Foreign Exchange Rates of the Bank and are available at the Bank's Offices on electronic boards as well as from alternative networks such as the Bank's web site and the Alpha Online Banking service.

2.4. Additionally, the Bank publishes foreign exchange rates on non Banking Days for the Offices with extended working time that may operate on these days. These foreign exchange rates are typically set on the most recent Banking Day. The Official Foreign Exchange Rates are published through the Alpha Online Banking service on non banking days as well.

2.5. On a Banking Day the Bank accepts Customer orders for FX Transactions with any of the means mentioned in paragraph 2.2 for transactions with Value Date Today (FX Today), Value Date Tomorrow (FX Tomorrow) and Spot (FX Spot) the Bank accepts orders until **3:30 pm**

2.6. On a non Banking Day the Bank accepts Orders only for FX Transactions at Official Foreign Exchange Rates as follows:

- i. through the Alpha Online Banking service at any hour or day of the week.
- ii. At the Bank's Offices with extended working time that may operate on these days, and within their working hours.

2.7. Depending on the foreign currency market fluctuations and the Banks currency position the Official Foreign Exchange Rates of the Bank are subject to change during the course of each Banking Day. Any change does not apply to already concluded transactions.

2.8. The Official Foreign Exchange Rates of the Bank are Direct Quotes. This means that each FX rate quoted by



the Bank represents the amount in the domestic currency Leu (RON) that can be exchanged for one unit of the foreign currency of each respective currency pair.

2.9. For performing the FX Transactions mentioned in paragraph 2.1, a Foreign Exchange Application Form which constitutes the Order of the Customer to the Bank shall be filled in and signed by the Customer or his legally authorized representatives and shall be handled at the respective Bank's Office. The foreign exchange application has a standard format, and is prepared by Alpha Bank Romania. The fulfillment of the Foreign Exchange Application Form is not required when concluding FX transactions through the Alpha Online Banking service.

2.10. In the case of a telephone conversation with the Treasury of the Bank within the context of the present General Terms, they will be electronically recorded, pursuant to the consent granted hereby, as the recording is made in the Customer's interest as well, since it can be submitted as evidence of the reception and content of the order. As per paragraph 2.9 the Foreign Exchange Application Form constitutes the Order of the Customer to the Bank shall be subsequently filled in and signed by the Customer or his legally authorized representatives and shall be handled at the respective Bank's Office .

3. TRANSACTIONS TERMS

3.1. In order to execute an FX Transaction, the Customer is required to sign all documents the Bank deems necessary and that are required by the transaction.

3.2. The Bank is entitled but not required to accept the Customer's Order for the execution of a transaction and previous practices or tactics do not constitute a precedent for a subsequent transaction.

3.3. For the execution of FX Transactions, the Bank collaborates with financial institutions in Romania, Greece and abroad which it liberally selects.

3.4. The Customer determines the FX Transaction type and the manner of execution. He also determines the length of time the Order is in effect for execution, which can be specific or good till cancelled, and its being in effect, or not, during non- Banking Days or hours of the Bank. Immediately after the confirmation of the deal with the Bank, the transaction has to be imputed and authorized in the system.

3.5. The Customer can buy foreign currency at the Bank's selling rate (Ask) and/or can sell foreign currency at the Bank's buying rate (Bid) in exchange for the counter value in the local currency or any other involved currency in the respective currency pair.

3.6. For the FX Transactions mentioned in paragraph 2.1 where one of the two currencies involved is in cash, the customer has the right to:

- i. Perform the transaction at the Official Foreign Exchange Rates of the Bank for cash transactions without paying additional fees or commissions. Exceptions may apply to specific Branches with

increased transaction volumes and the customers will be duly notified in any such case.

- ii. Perform the transaction at the Official Foreign Exchange Rates of the Bank for non cash transactions and pay the applicable commissions for cash depositing or cash withdrawal as per the prevailing Bank's Tariff.

3.7. For non cash FX Transactions with a nominal value above the threshold listed on the Bank's website (Treasury section) , the Customer is not obliged, but has the right to ask for a negotiated FX rate for the specific transaction. When a negotiated FX rate is requested by the Customer, an Officer of the Bank, or the Customer, if he has been granted with direct access to the Bank's Treasury, can communicate with Treasury describing the details of the Order and requesting an FX price.

4. DECLARATIONS

4.1. In case the Customer is an individual who signs the mandate as the Customer's representative also personally provides the declarations, confirmations and guarantees of the Customer and is personally bound due to this. He also declares that he has full authority to contract and perform FX Transactions, has received the required authorizations and has proceeded with all the actions that are necessary for the undertaking and the fulfillment of the obligations under the FX Transactions Terms.

4.2. The Customer declares to the Bank that all amounts and all financial instruments that he delivers to it, under the FX Transactions Terms, are not derived from illegal or criminal activities and as specified in the provisions of the Measures Against the Financing of Terrorism Act and the Measures Against Money Laundering Act, and declares that he will provide the Bank with every required document requested in order for the Bank to verify, at its own discretion, the Lawfulness and legitimacy of the transaction.

4.3. The Customer understands that all risks associated to the conclusion of transactions (e.g. Orders that are not authorized by the Customer, erroneous Orders, the abusive use of telephone connections and/or any passwords, transmission errors, except if sufficient evidence is brought that the origin of the transmission error is due to the Bank's serious negligence or to its intentionally inadequate conduct) shall fall with the Customer's full responsibility. The Customer shall indemnify the Bank for any prejudice and costs related to such risks.

4.4. In case of an incorrect booking of a transaction due to any of the abovementioned reasons the legal validity of the transaction registered by the Bank in its records shall not be affected, and the transaction shall be performed.

5. PAYMENT CONDITIONS AND PERFORMANCE OF OBLIGATIONS

5.1. For the purpose of the present General Terms the Customer has opened and has designated to the Bank one or more current accounts that will be utilized for



the FX Transactions. The aforementioned is not typically a prerequisite for the performance of cash transactions.

5.2. The Customer undertakes the responsibility to ensure that when requesting a firm quotation and thus confirming the transaction execution, the aforementioned accounts, upon which charges/debits/credits will be made for the execution of the agreed transactions, have adequate funds that are free from any right, contribution, assignment, counterbalance, claim or any kind of limitation.

5.3. Exceptionally, for transactions with Value Date Tomorrow (FX Tomorrow) and Spot (FX Spot), and only after the Banks written approval, the Bank may agree to provide to specific Customers the right and responsibility to ensure, instead, that at the Maturity Date of each transaction, the aforementioned accounts have adequate funds that are free from any right, contribution, assignment, counterbalance, claim or any kind of limitation.

5.4. The Customer hereby grants the Bank the irrevocable power and authority to operate the above-mentioned accounts, withdraw from or deposit to them any amount required in connection with any specific transaction, as well as to proceed to the required debits and credits.

5.5. In case of the non fulfillment of a material obligation under the present General Terms or a particular Order, such as but not limited to the existence of sufficient funds at the Transaction Date or at the Maturity Date respectively as stipulated in the paragraphs above in the accounts specified in the Foreign Exchange Application Form, the Bank considers the Customer Orders withdrawn and the concluded transactions annulled. In this case the Bank is entitled to terminate any outstanding transactions covered from the present General Terms and automatically perform transactions in the opposite direction of the original one, at the currently applicable official foreign exchange rates of the Bank after adjusting for any fees or commissions. Any damage that may result for the Bank burdens the Customer. The damage is due from the Maturity Date of the transaction.

5.6. For covering any damage stipulated in the paragraph 5.5. the Customer gives his consent to the Bank acting also as a Calculation Agent to collect via direct debit from his accounts opened with the Bank the amount of the exchange rate differential generated from the reversal of the FX Transactions. In case of non sufficient funds in the accounts of the Customer, a default interest, as legally acceptable from time to time and defined by OG 13/2011, will be applied to the damage amount due and until the claim including the default interest accrued is fully extinguished.

6. FINAL PROVISIONS

6.1. The Bank has the right to amend, supplement, replace with new or otherwise modify the present General Terms at any time for which the Customer shall be duly notified accordingly by the modalities mentioned in Account Operating Rules and General Business Conditions as well as via publications on the Alpha Bank Romania web site. The Customer is entitled to object to such changes within thirty (30) banking days from the modification. In the absence of objection, the modified General Terms shall be deemed accepted.

6.2. The present terms are governed by the applicable Romanian Laws. They constitute an inseparable part of each Foreign Exchange Application Form submitted to the Bank and are therefore considered as one document.



IV. GENERAL TERMS AND CONDITIONS APPLICABLE TO BANKING PRODUCT AND SERVICE PACKAGES

1. GENERAL PRINCIPLES

1.1. If the Customer chooses one of the packages of banking products/services provided by the Bank, in addition to any provisions applicable to the products/services comprised in the respective package, the Terms and conditions comprised in this Section IV shall also be applicable, all-through the period in which the Customer owns the Package. In case of any inconsistencies between the provisions comprised in this Section and the provisions applicable to the products/services comprised in the respective package, the provisions of this Section shall prevail.

1.2. For the purposes of this Section, package of products/services ("**Package**") represents a group of services and products attached to the current account. The structure and specific conditions applicable to each Package are indicated in the application for purchasing banking products and services. For each type of Package there is a number of mandatory products all-through the duration of the Package and, as the case may be, a number of products optionally included in the package upon the Customer's request, expressed through the application for purchasing banking products and services. Upon the Customer's request, the current account(s) included in the Package can be accompanied by products and services provided by the Bank (but which are not in the Package chosen by the Customer), such as individual products/services, under standard fee conditions, according to the Tariffs and Commissions for individuals (hereinafter referred to as the "**Tariff of Commissions**"). Any such products/services contracted by the Customer in excess of the products/services included as mandatory/optional in the Package are not subject to this Section.

1.3. The Customer's option for purchasing a Package is expressed within the application for purchasing banking products and services, by filling in the dedicated fields.

1.4. The Customer cannot hold several Packages simultaneously.

1.5. In case of Packages which include current accounts, the currency of the accounts must be different.

2. COMMISSIONS

2.1. Commissions corresponding to the Package

The commissions applicable to the Package are provided in the application for purchasing banking products and services and are applied from the current account indicated as the main account in the Package. The Package management commission is applied on a monthly basis, on the last day of the month, in the

currency of the account. If the last day of the month, is a non business day, the commission is applied in the last business day prior to the last day of the month. The Customer must pay the monthly Package management commission irrespective whether he/she uses the products from the Package or not.

2.2. Commissions corresponding to the products/services included in the package

The customers who purchase Packages can benefit from special fee conditions corresponding to the products/services included in the Package, as indicated in the application for purchasing banking products and services. Whenever such special fee conditions are not provided in the application for purchasing banking products and services, the standard commissions and costs provided in the Tariff of Commissions and/or in the application for purchasing banking products and services shall be applied.

3. CREDIT INTEREST

For the funds which exist in the main current account within certain Packages and only for certain currencies, the Bank applies the interest depending on the interval of amounts in which the credit balance of the account is included at the end of each day and on the credit interest rate applicable for the respective amount interval. The credit interest rate applicable to the current account is variable. In case of Packages for which the Bank applies an interest, the interest rate and its application conditions are found in the application for purchasing banking products and services.

4. PACKAGE MODIFICATION

Upon the Customer's written request, the structure of the Package held by the Customer can be modified, namely adding/removing one or several products/services insofar as such an addition/removal complies with the structure of the Package provided by the Bank when the addition/removal is performed. The modification of the structure and/or of the conditions applicable to the Package upon the initiative of the Bank can be made by complying with the contract amendment conditions for opening a current account, provided in the Account Operating Rules.

5. PACKAGE CESSATION

Any package ceases (i) through unilateral termination upon the initiative of the Customer/Bank, by complying with the conditions applicable to the unilateral contract termination/cancellation for opening current accounts, provided in the Account Operating Rules; (ii) through termination by the Bank, by complying with the conditions applicable for terminating a contract for



opening a current account, provided in the Account Operating Rules, and if the Customer breaches any obligation provided in this Section; (iii) if the Customer no longer holds any of the products/services included as mandatory in the Package.

Following the termination of the Package: (a) insofar as the Customer does not expressly choose to terminate the products/services from the Package, they cease to be subject to this Section, and shall be subject to the conditions applicable to individually contracted products/services, outside the Package, including (without limitation) applicable costs, interests applied by the Bank, etc.; (b) if the main current account included as mandatory in the Package is closed, all the other products/services included in the package cease.

6. PACKAGE REPLACEMENT

The Customer may choose to replace the held package with another Package provided by the Bank when the replacement is made, by a written application submitted to the Bank. In this situation, the products/services included in the old Package: (i) shall be included in the new package, if they are found in its structure (unless the transfer from one Package to another is technically impossible) and are subject to the conditions applicable to the products/services included in the new Package, including (without limitation) the applicable costs, interests applied by the Bank, etc.; (ii) if they are not in the structure of the new Package, they are to be subject to the conditions applicable to the products/services which are individually contracted, outside the Package, including (without limitation) applicable costs, interests applied by the Bank, etc., unless the Customer expressly requests their termination/cancellation according to the contractual provisions applicable to each product/service. For changing a Package with another a commission is applied according to the application for purchasing banking products and services.

If the Customer owns a Package which includes the capitalization of the funds from the main current account and requests its replacement with a Package which does not provide this capitalization, for the month in which the replacement is made the credit interest is not capitalized for the funds from the main current account.

7. CASHING IN A SALARY/PENSION

If the Customer chooses to cash in his/her monthly revenues (salary/pension) in his/her current account included in a Package, the Bank provides certain facilities/discounts, indicated in the application for purchasing banking products and services.

7.1. The Customer can choose to cash in his/her salary in his/her current account included in a Package irrespective whether there is a salary transfer agreement between the employer and the Bank. Cashing in the salary refers to the transfer by an employer of the salary in the current account of the Customer, included in the Package. If the Customer

requests to cash in the salary in the current account opened at Alpha Bank after the Package is purchased, the special cost conditions applicable to the Customers who cash in their salaries in the current account included in the Package, presented in the application for purchasing banking products and services, is applied when the application for cashing in the salary is submitted, at any of the Bank units. The Customer understands and accepts that: (i) when the work relations with the employer with which Alpha Bank has concluded a salary transfer agreement ends, and/or if for 60 consecutive days the monthly salary is not collected in one of the current accounts included in the Package in the value declared in the application for purchasing banking products and services, starting with the 61st day the special cost conditions indicated in the application for purchasing banking products and services cease to be valid for the Customers who cash in their monthly salaries in the current account included in the Package, and the standard conditions specific to the Package held by the Customer shall be applied, without other formalities; (ii) the Bank can request at any time proof for the status of employee and/or the value of the salary with adequate documents; (iii) the Customer undertakes to inform the Bank within 10 business days in relation to any change regarding the identity of the employer and/or regarding the value of the monthly net salary declared in the application for purchasing banking products and services.

7.2. If the Customer chooses to cash in his/her pension in one of the current accounts included in the Package, the Customer understands and accepts that: (i) cashing in the pension refers to the crediting by the certified pension bodies in the current account of the Customer, included in the Package; (ii) If the Customer requests the collection of the pension in the current account of the Customer, included in the Package after the Package is purchased, the special conditions applicable to the Customers who cash in their pensions in the current account included in the package, presented in the application for purchasing banking products and services are applied as of the submittal of the application for cashing in the pension, at any Bank unit; (iii) if for 60 consecutive days the pension is not collected in one of the current accounts included in the Package, starting with the 61st day the special cost conditions indicated in the application for purchasing banking products and services cease to be valid for the Customers who cash in their pensions in the current account included in the Package, and the standard conditions specific to the Package held by the Customer shall be applied, without other formalities.

8. OTHER NOTES

If the Customer opts for a package of products and services whose monthly commissioning is different depending on the fulfillment of certain conditions mentioned in the request for purchase of banking products and services, the commissioning shall be done in compliance with the provisions of the afore-



mentioned request. In case of non-compliance with the conditions mentioned in the request for purchase of banking products and services, the commission referred to in the above mentioned request shall be applied without any further prior notification formalities. Should the request for purchase of banking products and services not mention the conditions and

the commissioning manner, the provisions of this Section (IV) shall apply.

In the event of any inconsistency between the provisions included in this Section (IV) and those mentioned in the request for purchase of banking products and services, the provisions in the request for purchase of banking products and services shall prevail.

V. TERMS AND CONDITIONS APPLICABLE TO REMOTE CONTRACTING

1. DEFINITIONS

1.1. “Digital Onboarding Platform / Platform” refers to a computer system which contains, as remote communication technology, an automated customer identification solution, by certain technologies based on artificial intelligence, in which customers are enrolled, after they are identified according to the Know-Your-Customer legislation and AML requirements, in order to initiate a business relationship with the Bank, without requiring their physical presence in a bank unit or an interaction with a Bank representative.

1.2. “Remote Contract” refers to the Business Conditions of the Bank, with the Account Operation Rules, with the applicable commission Fee, with these terms and conditions on remote contracting, and all the information/agreements/forms/standardized applications signed/agreed by the Customer and the Bank, by the Digital Onboarding Platform. This documentation will have the value of a single contract, which will generate the legal effects agreed by the Parties.

1.3. “Notice Term” refers to the term of 14 calendar days that starts when the remote contract is concluded, within which the Customer is entitled to unilaterally terminate the remote contract.

2. RULES APPLICABLE TO THE REMOTE CONTRACT

2.1. If the Customer contracts the online account package of the Bank, via the Platform, he/she understands that the contractual relationship between the Parties will be governed by the following rules:

a) The legal framework of Romania regarding the protection of consumers for concluding and implementing remote contracts regarding financial services, and the one that regulates the qualified electronic signature, both on European and on national level, will be applied, considering that this type of signature represents a validity condition of the remote contract.

b) The remote contract will be concluded via the Digital Onboarding Platform, after going through the Platform enrolling flow, which involves the following actions of the Customer: (i) exclusively using the Platform for contracting the online account package, under certain eligibility and accessing conditions; (ii) accepting the

remote identification and the processing of certain biometric data in order to be remotely identified and in order to have his/her identity document (by capturing digital images, measurements of facial biometric traits, image comparison), (iii) understanding the fact that the data from the identity document, taken over by the OCR technology - *optical character recognition* - will be taken over in the computer systems of the Bank, by complying with the applicable legal framework; (iv) accepting that the result regarding the confirmation of his/her identity will be automated, but its final validation will be manual; (v) signing the contractual documentation by a qualified electronic signature, provided to the Customer within the Platform; (vi) accepting that the date when the remote contract is concluded is the date on which it is signed by the Parties.

c) For cases where, in order to indicate a stage in the online enrolling flow, the Customer’s express approval is required, this will be submitted by checking a box dedicated for this purpose, inserted into the flow.

3. RIGHT TO UNILATERAL TERMINATION

3.1. Within the notice term, the Customer may exercise his/her right to the unilateral termination of the remote contract, without penalties and without invoking any reason, by filling in a written account closing application, which he/she may submit/deliver to any branch of the Bank or by mail (by using the address stated in the relationship with the Bank, to info@alphabank.ro, or by an application sent by the Alpha Online Banking messaging system.

3.2. After exercising the right to the unilateral termination of the contract, the Bank shall ask the Customer to pay, until the last day of the notice term, the commissions/fees of the provided payment services, and the price of the Account Package, proportional with the period when it was provided by the Bank, in relation to the entire contractual term.

3.3. If the Customer exercises his/her right to the unilateral termination of the contract after the expiry of the notice term, the provisions of section 10.3 of the ACCOUNT OPERATION RULES will be applied.



4. CUSTOMER'S STATEMENTS

4.1. The Customer understands that the account package contracted via the Digital Onboarding Platform differs from the packages of products/services provided in bank units, and that it may only be contracted under the conditions presented in the Platform.

4.2. The Customer agrees that this contract represents the confirmation that: (i) he/she has been informed of the pre-contractual terms and conditions regarding the description of the remotely contracted account package, (ii) he/she has been presented with the possibility of separately purchasing the current account within the package contracted online, in any bank unit; (iii) he/she was informed of the existence in the Bank's offer from any branch of the payment account with basic services, an account which cannot be included in the package contracted online, given the requirements which should be met before it is opened; (iv) he/she has expressly waived the legal term of 15 days in which he/she could decide whether to accept or not to enter into a business relationship with the Bank, given that the Platform does not allow the implementation of the prior notification procedure, but, according to the legal requirements, the Bank has complied with its obligations in this regard, immediately after the remote contract was concluded and before it has obligations resulted from the remote contract.

4.3. The Customer understands and agrees that the Bank reserves the right to refuse to carry out transactions ordered by the Customer or to block his/her online account until the clarification of aspects related to the reduction of the fraud risk via computer systems or to the risk-based approach in the field of money laundering and terrorism financing, implemented by compliance and risk management norms according to the law, or, as the case may be, to immediately terminate the business relationship when the Customer has provided incorrect/incomplete statements or information or when it has suspicions regarding such data declared by the Customer when he/she enrolls in the Platform or during their relationship.

4.4. The Customer understands and agrees for the Bank to collect his/her hand-written signature specimen during his/her first visit to an Alpha Bank Romania unit.

5. FINAL MENTIONS

5.1. Litigations and disputes of any kind between the parties deriving from the manner of using the Digital Onboarding Platform or regarding the remotely contracted account package will be resolved according to the clauses from the General Business Conditions.

5.2. The provisions of this remote Contract are adequately supplemented with those from the General Business Conditions of the Bank, the Account Operation Rules, the Commission Fee and the standard forms consented by the Parties.