



**CONDITII GENERALE PENTRU EXECUTAREA  
TRANZACTIILOR DE VANZARE/CUMPARARE  
VALUTA (DENUMITE IN CONTINUARE  
"CONDITII GENERALE")**

**GENERAL TERMS AND CONDITIONS  
FOR THE EXECUTION OF FOREIGN EXCHANGE  
TRANSACTIONS  
(HEREINAFTER MENTIONED AS "GENERAL  
TERMS")**

**1. INFORMATII CU CARACTER GENERAL  
PRIVIND OPERATIUNILE DE  
VANZARE/CUMPARARE**

- 1.1.** Prezentele Conditii generale se aplica tranzactiilor de vanzare/cumparare cu data de valuta Today (decontare in aceeasi zi), Tomorrow (decontare in urmatoarea zi bancara lucratoare) si Spot (decontare peste doua zile lucratoare bancare).
- 1.2.** Alpha Bank Romania S.A. accepta ordinele de vanzare/cumparare din partea Clientilor, prin urmatoarele canale:
- Ordine predate direct in Agentie/Sucursala de catre Client (persoana fizica sau juridica)
  - Ordine preluate/ordonate prin Serviciul Online Banking (SOB)
  - Prin alte modalitati, puse la dispozitia Clientului, de catre Banca
  - Ordine preluate in urma apelurilor telefonice inregistrate, pe liniile Directiei Trezorerie, doar pentru Clientii carora le-a fost acordat acces direct.
- 1.3.** In fiecare zi lucratoare, Banca publica lista Ratelor de schimb valutar pentru diversele valute cu care Banca lucreaza. Lista cuprinde cotationi de vanzare/cumparare contra RON pentru toate valutele publicate, pentru tranzactii in numerar si fara numerar (ratele pentru operatiuni prin Casa de schimb valutar cat si ratele de schimb pentru Piata interbancara). Ratele publicate in fiecare zi bancara sunt valabile pentru datele de valuta mentionate in art. 1.1. Aceste rate reprezinta ratele oficiale publicate de Banca si sunt disponibile atat in Agentiile/Sucursalele Bancii, fiind afisate pe panourile electronice, cat si prin intermediul altor canale alternative, cum sunt aplicatia de Internet Banking sau site-ul oficial al Bancii.
- 1.4.** De asemenea, Banca publica Ratele de schimb valutar si in zile nebancale, pentru Agentiile cu program de lucru prelungit. Ratele sunt afisate in cea mai recenta zi bancara, fiind disponibile si prin serviciul Online Banking in zile nebancale.
- 1.5.** Pe parcursul unei zile bancare, Banca accepta preluarea ordinilor de vanzare/cumparare, in fiecare varianta mentionata in art. 1.2 pentru tranzactii cu data valutei Today (FX Today), data valutei Tomorrow (FX

**1. GENERAL INFORMATION ON THE BANKS FX  
OPERATIONS**

- 1.1.** The present General Terms apply to FX Transactions with Value Dates, Today (**FX Today**) Tomorrow (**FX Tomorrow**) and Spot (**FX Spot**).
- 1.2.** Alpha Bank Romania accepts Client's Orders in the following ways:
- In person by the Client (an **Individual** or a corporate **Customer**) at the Bank's Offices
  - Through the Web Online Banking application
  - Via other technical means of communication that can be made available to the Client
  - 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.
- 1.3.** 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 1.1. 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 Web Banking application.
- 1.4.** 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 in the Web Banking application on non banking days as well.
- 1.5.** On a Banking Day the Bank accepts Client Orders for FX Transactions with any of the means mentioned in paragraph 1.2 for transactions with Value Date Today (FX Today), Value Date Tomorrow (FX Tomorrow) and Spot

Tomorrow) si Spot (FX Spot) pana la ora **3:30 pm**.

(FX Spot) until **3:30 pm**

- 1.6.** Pe parcursul unei zile nebancaire, Banca accepta Ordine de vanzare/cumparare, doar la Ratele oficiale publicate de Banca, dupa cum urmeaza:
- Prin Serviciului Online Banking, in orice interval orar pe parcursul unei saptamani.
  - In Agentiile/Punctele de lucru cu program de lucru extins, in intervalul de functionare.
- 1.7.** Tinand seama de fluctuatiile pietei valutare si de pozitia valutara a Bancii, ratele de schimb valutar pot suferi modificari pe parcursul unei zile bancare (in sensul ca banca poate publica mai multe rate de schimb valutar pe parcursul unei zile). Orice astfel de modificare nu se aplica tranzactiilor confirmate anterior.
- 1.8.** Ratele de vanzare/cumparare publicate de Banca reprezinta cotationi directe, fiecare valuta fiind cotationi contra RON.
- 1.9.** Pentru a efectua operatiuni de vanzare/cumparare (conform art. 1.1), se va completa si se va depune in Agentiile/Sucursalele Bancii un Ordin de vanzare/cumparare, semnat de catre Client sau de catre reprezentantii legali ce va fi procesat corespunzator de catre personalul de executie. Ordinul de vanzare/cumparare valuta este un tipizat pregatit de catre Banca, fiind solicitat la procesarea schimburilor in Agentii/Sucursale. Completarea acestui formular nu va fi solicitata in cazul tranzactiilor valutare procesate prin intermediul Serviciului Online Bankig.
- 1.10.** Corespunzator continutului Conditiei generale, toate conversatiile telefonice cu Directia Trezorerie a Bancii vor fi inregistrate, in conformitate cu autoritatea acordata Bancii prin prezenta. Inregistrarea telefonica se efectueaza atat in interesul Bancii, cat si al Clientului, intrucat ea reprezinta dovada primirii Ordinului de vanzare/cumparare, precum si a continutului acestuia. Conform art. 1.9, formularul de vanzare/cumparare reprezinta ordinul Clientului catre Banca, ce trebuie completat, semnat si predat Bancii.
- 1.6.** On a non Banking Day the Bank accepts Orders only for FX Transactions at Official Foreign Exchange Rates as follows:
- From the Web Banking of the Bank at any hour or day of the week
  - At the Bank's Offices with extended working time that may operate on these days, and within their working hours.
- 1.7.** 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.
- 1.8.** The Official Foreign Exchange Rates of the Bank for the RON pairing are the **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.
- 1.9.** For performing the FX Transactions mentioned in paragraph 1.1, a **Foreign Exchange Application Form** which constitutes the **Order** of the Client to the Bank shall be filled in and signed by the Client 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 Web Banking application.
- 1.10.** 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 Client's interest as well, since it can be submitted as evidence of the reception and content of the order. As per paragraph 1.9 the Foreign Exchange Application Form constitutes the Order of the Client to the Bank shall be subsequently filled in and signed by the Client or his legally authorized representatives and shall be handled at the respective Bank's Office.

## 2. TERMENII TRANZACTIEI

- 2.1.** Pentru a putea executa un Ordin de schimb valutar, Clientul trebuie sa completeze si sa semneze toate documentele solicitate de Banca intr-o astfel de tranzactie.
- 2.2.** Banca are dreptul, dar nu obligatia de a accepta Ordinul Clientului pentru executarea unei tranzactii, iar practicile anterioare nu constituie un precedent pentru o tranzactie ulterioara.
- 2.3.** Pentru executarea Ordinilor de schimb valutar, Banca

## 2. TRANSACTION TERMS

- 2.1.** In order to execute an FX Transaction, the Client is required to sign all documents the Bank deems necessary and that are required by the transaction.
- 2.2.** The Bank is entitled but not required to accept the Client's Order for the execution of a transaction and previous practices or tactics do not constitute a precedent for a subsequent transaction.
- 2.3.** For the execution of FX Transactions, the Bank collaborates

colaboreaza cu institutii financiare din Romania si din strainatate, selectate anterior.

with financial institutions in Romania and abroad which it liberally selects.

2.4. Clientul stabileste tipul de tranzactie precum si modul de executare al acesteia. De asemenea, el determina si durata de timp (decontarea) pentru care este in vigoare un Ordin de executare, stabilind sau nu o data cand acesta nu mai este in vigoare, si daca Ordinul este sau nu in vigoare pe parcursul zilelor ne-bancare sau in afara programului de functionare al Bancii. Imediat dupa confirmarea operatiunii cu Banca, tranzactia trebuie introdusa si autorizata in sistem.

2.4. The Client 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.

2.5. Clientul poate cumpara valuta la cursul de vanzare al Bancii (Ask) si/sau poate vinde valuta la cursul de cumparare al Bancii (Bid), in schimbul contravalorii in moneda nationala (RON), sau in orice alta valuta implicata in perechea valutara respectiva.

2.5. The Client 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.

2.6. Pentru tranzactiile valutare mentionate la art 1.1, in cazul in care una din cele doua valute implicate este in numerar, Clientul are dreptul de a efectua tranzactia de vanzare/cmparare :

2.6. For the FX Transactions mentioned in paragraph 1.1 where one of the two currencies involved is in cash, the customer has the right to:

- i. la casele de schimb valutar ale Bancii, fara a plati taxe sau comisioane suplimentare. Exceptii pot surveni in cazul anumitor Sucursale/Agentii cu un volum crescut al tranzactiilor, iar Clientii vor fi notificati in mod corespunzator in orice astfel de situatie
- ii. la cursul oficial publicat de Banca pentru tranzactii fara numerar (tranzactii prin cont) cu plata tarifelor aferente depunerilor si retragerilor, conform Tarifului de comisioane al Bancii.

- 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.

2.7. Pentru tranzactii in cont cu o valoare nominala mai mare decat pragul minim mentionat pe site-ul Bancii (sectiunea Servicii de Trezorerie), Clientul nu este obligat, dar are dreptul de a solicita o rata de schimb negociata. Rata de schimb poate fi negociata de catre Sucursala/Agentie sau de catre Client in cazul in care a primit dreptul de a contacta telefonic dealerii Bancii.

2.7. For non cash FX Transactions with a nominal value **above the threshold listed on the Bank's website (Treasury section)** , -, the Client 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 Client, an Officer of the Bank, or the Client, 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.

### 3. DECLARATII

### 3. DECLARATIONS

3.1. In cazul unui Client persoana juridica, acesta declara ca documentele livrate la Banca reflecta cu exactitate statutul juridic si ca acesta a fost stabilit in mod legal si functioneaza in conformitate cu dispozitiile din zona de apartenenta/stabilire.

3.1. In the case of a corporate Customer he declares that the documents he delivers to the Bank accurately reflect his legal status and that it has been established legally and is operating in accordance with the provisions of the area of establishment.

3.2. Persoana care semneaza mandatul de reprezentant al Clientului in relatia cu Banca, intocmeste declaratiile, confirmarile si garantiile Clientului si este personal responsabil in acest sens. De asemenea, acesta declara ca are autoritatea deplina de a efectua operatiuni de schimb valutar, are autorizatiile

3.2. The 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

necesare si a urmat toate etapele ce sunt prevazute in cazul acestui tip de tranzactii.

with all the actions that are necessary for the undertaking and the fulfillment of the obligations under the FX Transactions Terms.

**3.3.** In cazul unui Client persoana juridica, acesta declara Bancii ca in cazul oricarei modificari survenite: (i) in documentele sale constitutive sau (ii) in structura manageriala sau (iii) in specimenul de semnaturi, in masura in care o astfel de modificare afecteaza drepturile de reprezentare ale Clientului, acesta va notifica imediat Banca in scris. Toate partile implicate in aceste tranzactii agreeaza ca o astfel de modificare nu produce efecte si nu este opozabila Bancii, in absenta unei notificari din partea Clientului si, daca este necesara, indeplinirea altor cerinte suplimentare impuse de Banca.

**3.3.** In the case of a corporate Customer he declares to the Bank that, should any change occur: (i) on its articles of incorporation or (ii) on its management structure or (iii) on its signatories, to the extent to which such a change affects the Customer's representation rights, it shall immediately notify the Bank in writing. The parties to these FX Transaction Terms agree that such a change shall not have effects and it shall not be opposable or binding for the Bank in the absence of such a notice and, if necessary, on the fulfillment of other additional requirements imposed by the Bank.

**3.4.** In cazul unui Client persoana juridica, el declara ca la fiecare Data de Tranzactionare nu exista riscul aparitiei oricarui eveniment care sa determine rezilierea acesteia.

**3.4.** In the case of a corporate Customer he declares that on each Transaction Date there is no Termination Event or the occurrence of any Termination Event is not imminent.

**3.5.** Clientul declara Bancii ca toate sumele si toate instrumentele financiare cu care angajeaza Banca, sunt in conformitate cu Conditii Generale aferente tranzactiilor valutare, nu provin din activitati ilegale sau penale si, conform prevederilor Manualului de Prevenire si Combaterea Spalarii Banilor si finantarii Terorismului, si declara ca va furniza Bancii fiecare document solicitat astfel incat aceasta sa poata verifica, asa cum considera necesar, legalitatea si legitimitatea tranzactiei.

**3.5.** The Client 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.

**3.6.** Clientul intelege ca toate riscurile asociate incheierii/autorizarii tranzactiilor (ex:ordine ce nu sunt autorizate de Client, ordine eronate, folosirea abuziva a conexiunilor telefonice si/sau a parolilor, erori de transmisie, cu exceptia cazurilor in care exista dovezi ca erorile de transmisie se datoreaza neglijentei grave a Bancii sau a comportamentului inadecvat al acesteia) vor cadea integral in responsabilitatea sa. Clientul va despagubi Banca pentru orice prejudecata si pentru costurile legate de astfel de riscuri.

**3.6.** The Client understands that all risks associated to the conclusion of transactions (e.g. Orders that are not authorized by the Client, 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 Client's full responsibility. The Client shall indemnify the Bank for any prejudice and costs related to such risks.

**3.7.** In cazul unei operatiuni incorecte, survenite din oricare din motivele mentionate mai sus, valabilitatea juridica a tranzactiei inregistrata de Banca in evidentele sale nu va fi afectata, iar aceasta va fi procesata corespunzator.

**3.7.** 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.

#### **4. CONDITII DE PLATA SI INDEPLINIREA OBLIGATIILOR**

#### **4. PAYMENT CONDITIONS AND PERFORMANCE OF OBLIGATIONS**

**4.1.** In scopul prezentelor Conditii generale, Clientul a deschis unul sau mai multe conturi curente ce vor fi utilizate pentru efectuarea schimburilor valutare notificand Banca in acest sens. De mentionat ca nu este necesara indeplinirea acestei conditii pentru efectuarea tranzactiilor cu numerar.

**4.1.** For the purpose of the present General Terms the Client 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.

**4.2.** Clientul isi asuma responsabilitatea ca la momentul solicitarii cotatei ferme si implicit a confirmarii tranzactiei, conturile mentionate mai sus, ce vor face

**4.2.** The Client undertakes the responsibility to ensure that when requesting a firm quotation and thus confirming the transaction execution, the aforementioned accounts, upon



obiectul taxarii/debitarii/creditariei aferente executarii tranzactiilor agreeate, vor dispune de fonduri suficiente, si sunt libere de orice drept, contributie, cesiune, contrabalansare, cerere sau orice fel de limitare.

- 4.3. In mod exceptional, pentru tranzactiile cu data de valuta Tomorrow (FX Tomorrow) sau Spot (FX Spot), doar cu aprobarea scrisa a Bancii, aceasta poate conveni sa ofere anumitor Clienti dreptul si posibilitatea sa asigure, in schimb, la data maturitatii fiecarei tranzactii, disponibilul necesar in conturi si ca acestea sunt libere de orice drept, cesiune, contributie, contrapondere, cerere sau orice fel de limitare.
- 4.4. Prin prezenta Clientul acorda Bancii puterea irevocabila si autoritatea sa opereze in conturile mentionate, sa retraga din/sa depuna in acestea orice suma necesara intr-o anumita tranzactie de schimb valutar, precum si pentru a posta debitele/creditele necesare.
- 4.5. Conform prezentelor Conditii generale sau a caracteristicilor unui anumit Ordin, in cazul neindeplinirii obligatiilor materiale, cum ar fi, dar nefiind limitate la existenta fondurilor necesare in conturile curente specificate in ordinul de vanzare/cumparare valuta la data tranzactiei sau la data maturitatii, asa cum este stipulat in paragrafele anterioare, Banca considera ordinele Clientilor ca fiind retrase si tranzactiile anulate. In acest caz, Banca are dreptul de a inchide orice pozitie si de a efectua tranzactii in sens opus celei initiale, la ratele oficiale ale Bancii, dupa ajustarea pentru orice costuri sau comisioane. Orice daune care pot rezulta pentru Banca reprezinta un prejudiciu pe care Clientul il datoreaza la data maturitatii.
- 4.6. Pentru acoperirea oricarei daune prevazute in art. 4.5, Clientul imputerniceste Banca sa actioneze ca si Agent de calcul pentru a colecta, prin debit direct din conturile sale deschise la Banca, sumele rezultate din diferenta de curs generata de reversarea tranzactiilor de schimb valutar. In cazul in care in conturile Clientului nu exista fonduri suficiente, conform OG 13/2011, sumelor restante li se va aplica o dobanda penalizatoare pana la data stingerii intregii create.

## 5. DISPOZITII FINALE

- 5.1. Banca are dreptul de a modifica, completa sau inlocui prezentul document in orice moment, iar Clientul va fi notificat in mod corespunzator, prin modalitatile mentionate in ROC-CGA sau prin publicarea acestor informatii pe site-ul Alpha Bank Romania. Clientul are dreptul de a se opune unor astfel de schimbari in termen de treizeci (30) de zile bancare de la data notificarii. In absenta unei astfel de obiectii, se considera acceptate conditiile noului document.
- 5.2. Prezentul document este guvernat de legea romana in

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.

- 4.3. 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.
- 4.4. The Client 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.
- 4.5. 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 Client 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 Client. The damage is due from the Maturity Date of the transaction.
- 4.6. For covering any damage stipulated in the paragraph 4.5. the Client 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 Client, 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.

## 5. FINAL PROVISIONS

- 5.1. The Bank has the right to amend, supplement, replace with new or otherwise modify the present General Terms at any time for which the Client shall be duly notified by appropriately announcing them in the premises accessible to customers as well as via publications on the Alpha Bank Romania web site. The Client 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.
- 5.2. The present terms are governed by the applicable Romanian



vigoare si constituie o parte indispensabila al fiecarui formular de vanzare/cumparare valuta depus la Banca si, prin urmare, sunt considerate ca fiind un singur document.

Laws. They constitute an inseparable part of each Foreign Exchange Application Form submitted to the Bank and are therefore considered as one document.

## 6. DEFINIREA TERMENILOR

**Client** este considerat atat Clientul Persoana Juridica (la care ne vom referi ca si **Client**) cat si Clienti Individuali (la care ne vom referi ca si **Persoane Fizice**).

**Operatiunea de vanzare/cumparare** reprezinta tranzactia ce implica vanzarea/cumpararea unei monede contra alta moneda. In functie de data valutei, acestea pot fi clasificate in Ordine de schimb valutar cu data de valuta Today (data valutei este aceeaasi cu data tranzactiei), Ordine de schimb valutar cu data de valuta Tomorrow (data valutei este ziua bancara urmatoare fata de data tranzactiei), Ordine de schimb salutar cu data de valuta Spot (data valutei este la doua zile bancare de la data tranzactiei), si Ordine de schimb valutar Forward (orice data a valutei ulterioara decontarii Spot) si FX Swap.

**Lista ratelor de schimb valutar** este o lista publicata zilnic, ce se revizuieste in functie de conditiile pietei, ce contine ratele de schimb practicate de Banca pentru vanzarea/cumpararea fiecarei valute straine publicata in lista, contra RON, pentru tranzactii in numerar (tranzactii efectuate la casa de schimb) sau tranzactii efectuate pe cont, valabile pentru datele de decontare mentionate in art. 1.1.

**Data tranzactiei** reprezinta data calendaristica cand termenii unei tranzactii valutare sunt stabiliti.

**Data valutei** reprezinta data maturitatii unei tranzactii, stabilita de partile implicate.

**Data maturitatii** sau data de decontare reprezinta data la care trebuie sa fie efectuata orice obligatie de plata, in concordanta cu termenii fiecarei tranzactii.

**Zi bancara** o reprezinta fiecare zi (cu exceptia zilelor de sambata, duminica sau sarbatori legale) cand Banca are program de lucru cu Clientii.

**Orele bancare** sunt reprezentate de programul de lucru stabilit conform legii, al Agentiilor/Sucursalelor Bancii.

**Notionalul** sau **valoarea nominala** reprezinta suma care este obiectul tranzactiei valutare.

**Basis point** reprezinta 0.0001, sau specificat altfel, o unitate care este egala cu 0.01%.

**Moneda de baza** este reprezentata de valuta majora (prima valuta) din perechea de valute mentionate in Formularul de Schimb Valutar.

**Ordinul** reprezinta \ instructiunea de a intra intr- o tranzactie de schimb valutar.

## 6. DEFINITION OF TERMS

**Client** refers to both Legal Entities hereinafter **Customers**) and Individual Customers (hereinafter **Individuals**).

**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 1.1.

**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.



**Formularul de Confirmare** este reprezentat de un document scris ce detaliaza termenii specifici fiecarei tranzactii valutare.

**RON** reprezinta unitatea monetara a Romaniei.

**Agentul de calcul** este reprezentat de Banca, aceasta fiind cea care, actionand responsabil si cu buna credinta, va efectua toate calculele, inclusiv marcarea la piata, calculul profitului si pierderii, ajustari, etc, dupa aplicarea eventualelor taxe si comisioane.

**Rezilierea tranzactiei** este reprezentata de orice eveniment ce echivaleaza cu incalcarea obligatiilor, in contextul prezentelor Conditii generale, ce poate duce la default.

**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.