



GENERAL BUSINESS CONDITIONS FOR LEGAL ENTITIES AND ASSIMILATED CATEGORIES

1. Introduction

1.1. The present General Business Conditions for legal entities and assimilated categories (identified in a simplified manner in this document as General Business Conditions) regulate the relationship between the Bank and each of its Clients, legal entities and assimilated categories, as well as of those assimilated to them, in Romania or abroad. The General Business Conditions are binding, both for the Clients as well as for the Bank, and have the value of a contract, being valid from the moment when the Client has signed the acknowledgment. The present General Business Conditions represent a part of any agreement/contract concluded between the Client and the Bank.

1.2. **'The Bank'** is represented by OTP BANK ROMANIA SA, company administered in a dualist system, headquartered in Bucharest, 1st district, 66-68 Buzesti street, registered with the National Office of Trade Register under the number J40/10296/1995, EUID: ROONRC. J40/10296/1995, SRN (Sole registration number) 7926069, FIC (Fiscal identification code) RO7926069, registered with the Bank Register under the no. RB-PJR-40-028/1999, personal data operator's registration 2689, subscribed and paid-in share capital 2.279.253.360 RON both by the central office, as well as by any of its territorial units.

1.3. **'Client'**, in the sense of the present General Business Conditions, represent any Romanian or foreign legal entity, assimilated category, carrying out economic activities - individual enterprises, family enterprises, individuals - Romanian citizens or another member of the European Union or of the European Economic Area that carries out independent activities, free practice, authorized and/or recognized on the territory of Romania under the conditions provided by the law, - identified by the headquarters, as well as by any of its territorial units (business office, agency, branch, representative office, etc.), account holder, any legal entity/assimilated category using or taking advantage of a service or product offered by the Bank, including in the pre-contract phase, or any person empowered/mandated to operate in the accounts of a Bank's Client, including the entities who in past used our bank services. (Note: according to Article 111, paragraph (2) from the Emergency Governmental Ordinance no. 99/2006, regarding the credit institutions and capital adequacy, approved with amendments and completions by the Law no. 227/2007: '(2) In the sense of the present chapter, a client of a credit institution is considered to be any person with whom the credit institution has negotiated a transaction, during the development of the activities foreseen under Article 18 and Article 20, even if the respective transaction was not finalized and any person taking advantage of the services of a credit institution, including the persons who took advantage in the past from the services of a credit institution)').

1.4. **'Notification'** in the sense of the present General Business Conditions, represents the manner of notifying the clients regarding the amendments in the Bank-Client relationship.

Range of Application

1.5. The current General Business Conditions represent the general frame within the Bank-Client relationship and will be applied to any type of contract, to be completed, according to the case, with the provisions specific for each product or service type, by the contracts concluded between the Bank and the Client.

These Business Requirements are general and are not exhaustive, they can be completed with uniform international practices and with the ones regarding various types of operations, where they exist and the Bank decides to follow them.

1.6. The bank is entitled to unilaterally modify the present General Business Conditions, in the cases required by the technical, economical or legal circumstances. Any amendment of the General Business Conditions is immediately notified to the Client by posting them at the Bank's offices, respectively by publication on the web site: <http://www.otpbank.ro/>, coming into effect beginning with the 6th work day from the date of their display.

In case within a period of 5(five) work days from displaying the present Requirements, the Client does not submit an objection to the Bank in writing, it is assumed that the respective modifications have been accepted by the Client.

1.7. Any derogation from applying the current General Business Conditions to the Client must be expressly agreed upon in writing, between the Bank and the respective Client.



2. Opening and Administrating Accounts

Account Opening - the supply of a product / service is conditioned by the opening and existence of a Current Account at the Bank

2.1. The bank opens capital, current accounts in lei and/or foreign currency, according to the products and services approved internally by its territorial units and deposits by its territorial units and/or alternative channels at the express request of the Clients (person/persons duly/conventionally representing the Client), by filling in the Bank's standard forms, based on the documents requested by the Bank.

2.2. The bank can open current account(s) in order to initiate the business relationship and through electronic channels - exclusively through the online account opening platform and contracting package of banking products and services - Online account opening platform, for legal entities and similar categories available on the bank's website and / or website dedicated to the online enrollment process of corporate clients and similar categories.

2.3. The bank shall not open and shall not operate anonymous accounts, for which the owner's identity is not known, adequately brought out and shall not open accounts under fake names.

2.4. The Client is bound to submit to the Bank all requested documents, certifying its legal status, according to the legislation in effect, internal bank regulations, including the norms regarding the knowledge on the clients, preventing and fighting against money laundering and financing terrorist attacks, currency regulation, etc., as well as any other supporting documents requested by the Bank. The Client will be represented by persons authorized to validly employ him. The client may appoint authorized persons to operate on the account within the legal and statutory limits.

2.5. The Bank reserves the right, in exceptional circumstances, to accept the opening of the first account of a Client without being submitted all the required documents. In such situations, the Client is obliged that within 30 calendar days to submit complete documentation. If the documents are not obtained within 60 calendar days from the account opening, the Bank can decide the terminations of business relationship. In this situation, the current account could be inactive, the outstanding amounts will remain to the client disposal, within the legal limitation period

2.6. Documents required to open an account with OTP Bank Romania SA must be submitted in original / duplicate / notarized copy / super legalized copy /apostille/translated, if necessary, as required by the bank.

2.7. The Client empowers the Bank with withheld the taxes pertaining to the obtained profit, following any transaction of buying back the fund units, according to the legislation in effect. Also, the client empowers the Bank to render any operation necessary for the payment of the retained taxes.

2.8. The Client empowers the Bank to retain the tax pertaining to any transaction that is subject to the source tax retention regime, according to the legislation in effect. Also, the client empowers the Bank to render any operation necessary for the payment of the retained taxes.

2.9. The Bank may refuse opening accounts/contracting products or render operations ordered by the clients, if the Client:

- a) does not comply with the legislation in effect;
- b) supplies false, incomplete, erroneous or insufficient information;
- c) generates suspicions regarding the truthfulness of the stated issues or the supplied documents;
- d) may represent a risk for the Bank image or does not comply with the risk profile compatible with the strategies or policies of the Bank or OTP Group;
- e) refuses totally or partially supply information under the form requested by the bank, according to its internal regulations;

If the bank refuses to initiate the business relationship / open the accounts, the customer has the right to contact the competent authority.

The accounts can be accessed by any territorial unit or electronic channels, based on the contracts signed between the Client and the Bank.

2.10. In order to comply with the FATCA and CRS legislation, if the personal data or the operations performed are within the FATCA and CRS criteria, the Client authorizes the Bank to transmit this information to the US tax authorities (IRS), respectively to NAFA (National Agency for Fiscal Administration).

FATCA - The Foreign Account Tax Compliance Act is a legislative package issued and can be consulted at <http://www.treasury.gov/resource> promulgated on March 18, 2010 and entered into force on July 1, 2014, through which taxpayers of the United States of America (USA), including those living or operating outside



the USA, are required to report direct or indirect holdings of financial assets outside the US. The same reporting requirement is provided for credit institutions, which hold assets on behalf of US taxpayers.

CRS - (Common Reporting Standard) financial between countries. The Global Standard for the exchange of financial information and the multilateral agreement for the automatic exchange of information were initiated by the OECD (Economic Organization for Cooperation and Development of the European Commission). Romania provides the legal framework by transposing the European provisions in Law no. 207/2015 regarding the Fiscal Procedural Code that came into force on January 1, 2016.

2.11. The following persons may freely dispose of the amounts in the opened accounts (current accounts, deposit accounts, etc.), with the compliance of the legislation in effect:

- a) the legal, or according to the case, the conventional representatives/conventionally mandated by legal representatives, until the written cancellation of the representation rights, based on the Clients articles of association;
- b) other persons, under the special conditions foreseen by the legislation in effect.

2.12. In case there is a dispute regarding the mandate assignment, limits or revocation of the persons authorized to render operations in the Client's account, the Bank is entitled to block their access to the Client's account until solving the dispute, based on a conclusive evidence received by the Bank in this respect, by accepting present General Business Conditions.

Bank is entitled to suspend for unlimited period, any instructions received from the client (for ex: crediting/debiting accounts, any previous instructions signed within contract frame with the Bank, etc) in case that the Bank is having act by any information way, about appearance of disputes/conflicts/misunderstandings between shareholders/administrators/empowered persons of our Client, until the bank is receiving satisfactory documents and substance proves. The Bank can decide to terminate contractual reports between parts.

In case that one of enumerated situations appears, Client exonerates the Bank by any responsibility for direct or indirect losses of the Client and/or any third party, derived from appearance of this situation.

2.13. Bank provides Client with a unique identification code for the correct initiation or execution of a payment order. By the unique identification code, the acceptance of this document means the IBAN code for the current (payment) bank account. The payment order represents any instruction given by the payer or the beneficiary of the payment to its payment service provider requesting the execution of a payment operation

2.14. In case the Bank:

- a) cannot identify the client and verifies its identity based on documents, and, according to the case on information obtained from reliable independent sources;
- b) cannot identify, if necessary, the real beneficiary;
- c) does not obtain information regarding the purpose and nature of the business relationship

it is bound, according to the case, to block debiting and/or crediting accounts, not to perform the transaction, not to commence the business relationship, or to end the business relationship and to immediately notify the National Office for Preventing and Fighting Against Money Laundry. If the bank decides to terminate the business relationship, the customer has the right to contact the competent authority.

2.15. The Client states that it did not hold a current account opened at OTP Bank Romania SA (or Robank SA/Millennium). On the contrary, the Client states that it did not hold nor issued payment instruments (check/promissory note/bill of exchange) on the concerned account.

If , after the verifications performed at resuming the business relationship with the Client (at opening the current account on the same client code), it is ascertained that the applicant has held debt instruments from OTP Bank Romania SA (or Robank SA/Millennium) that have not been introduced in seattlement system (declared refused, payed or canceled/lost/distroied/stolen, according to existing regulations and laws, applicable to ceques, bills of exchange and promissory notes) or returned to the Bank, the Client will consider starting the procedures for their cancellation in accordance with the provisions of the applicable laws in force. If the check files/promissory notes/bills are received on the accounts on which the respective instruments were issued, the Client grants, through the General Business Conditions, an express mandate to the Bank to reopen the account identified in the respective payment instrument, the Client assuming full responsibility for establishing the necessary funds for its payment, as well as for any consequences that may derive from the payment or refusal of the instrument, according to the specific regulations in force, as the case. The Client acknowledges that a payment instrument (check, promissory note, bill of exchange), issued between the closing of the business relationship with the Bank and the reinitiating of the business relationship with the Bank, leads to its registration in CIP (Centrala Incidentelor de Plati – Payment Incidents Center).

2.16. If the Client requests to close a current account/some current accounts from the current accounts he holds, without closing the business relationship with the Bank, and subsequently on the accounts are received



check files/promissory notes/bills of exchange, the Client grants by General Business Conditions an express mandate to the Bank to reopen the account identified in the respective payment instrument, the Client taking full responsibility for ensuring the funds needed for its payment, as well as regarding any consequences that might arise from the payment or refusal of the instrument, according to the specific regulations in force, if necessary.

2.17. If, following to the verifications made at the restart of the business relationship with the Client (at the re-opening of the current account on the same client code previously allocated to the client), it is found that the Client had due fees and/or commissions which had been registered in the Bank's expenses, the business relationship shall restart only if the Client pays these fees and/or commissions.

Amendments of the Identification Data

2.18. The Client is bound to notify the Bank in writing and within a term of maximum 5 working days, any amendment occurred in its status, in its own identification data and/or the one of their proxies/legal representatives (eg: suspension of activity, merger, dissolution, division, modification of shareholders / associates / founding members, modification of identification data, etc.) so that, on the operation performance date, they are registered in the Bank's data base.

The Client is bound to submit the documents pertaining to the occurred amendments. Otherwise, the Client will undertake all consequences related to the fact that the Bank is unaware of these amendments. The bank is not liable for the rendered operations causing damage to the account owner, due to the above mentioned reason.

The communication sent to the Bank will be considered as received by it, when it is proven with the Bank's stamp, affixed on the copy of the Client's notification, or, according to the case, by the receipt confirmation, signed by the Bank.

In case that Bank knowledge by any way and sources (for ex: RECOM, other registers, etc.) any changes regarding the structure of shareholders/ stockholders/ administrators/empowered persons of the client and/or limitation of its mandates, Bank is entitled to suspend for unlimited period, processing and execution of operation, until receiving clarifying documents.

2.19. The Bank may query the database from the National Trade Register Office / other registers on its own initiative, in the following situations:

- In case of periodic checks carried out by the Bank regarding the Client's situation, of his representatives;
- If there are any suspicions (of any kind) regarding the client's activity and he has not brought in 2 weeks the Up to date certificate / documents regarding the updating of the data requested by the Bank

In these situations, the Bank may compare the data registered in its own systems, provided by the clients, with data available in public databases. If the Bank identifies differences in the name, date of incorporation, ONRC (National Office of the Trade Register) registration code, legal form, main NACE, registered office address, turnover, administrator and shareholder/associate structure, the Bank may perform changes to these data in its own systems in order to update the Client's data, without prior notification to the Client

- In case of initiating the business relationship

2.20. The Client expresses his agreement that any commission, costs derived from the verifications carried out by the Bank on the data provided by him, including for querying the Database from the National Office of the Trade Register / other registers to be supported and collected from his account or, as it is highlighted in the Fee (Brochure) of taxes and commissions valid at the date of the operation.

2.21. In case two or more entities, clients of the Bank, merge, in the Bank system the code of the absorbing entity will be kept, and the IBAN codes of the absorbed entity will not be taken over by the absorbing entity. In case of dividing an entity, client of the Bank, will be allocated new client codes for each entity resulting from the division.

The client declares that he has been informed that no operations can be carried out (eg payments and incoming) on the accounts of the absorbed entities or of the divided ones, after registering their removal at the National Trade Register Office / other Registries, according to the legal provisions in force. The Client assumes full responsibility for the operations initiated after the date of registration of the cancellation, the Bank being exempted from any responsibility for the direct or indirect damages that the Client or a third party may suffer.

2.22. In case of suspending the activity of a client of the Bank (eg commercial company, assimilated categories, etc.), proven by presenting the registration documents at the National Office of the Trade Register / other registers, depending on the client's request, the current account can be kept open or it can be closed.



In case the client chose to keep the current account open and after a period of time, he attests with documents that he has resumed his activity, then the Bank will treat this situation as a new opening of current account, the client having the obligation to present the necessary documents when opening an account.

Banking Operations Regarding the Current Account

2.23. The bank performs in the accounts opened for its Clients, operations ordered by their representatives, in writing or by other means agreed upon between the Bank and the Client, within the limit of the accounts available amount and in compliance with the Romanian legislation in effect, respectively of the regulations and international banking customary procedures.

2.24. The Client is bound to carry out operations in strict compliance with the legal provisions and the provisions of the specific contracts and with the mentioning of the correct and complete information necessary for performing the operations. The Bank acts in accordance with national and international laws and regulations on restrictions/sanctions (commercial, financial, fund transfer)/embargoes against certain countries, entities and individuals, and on restrictions on export of products and technologies with potential for civilian and military applications ("dual-use goods") and similar others. The Bank expressly reserves the right to postpone/refuse/cancel any Client's transaction made through accounts opened with the Bank in the case of non-compliance with these regulations, or if the Client carries out a transaction considered by the Bank to involve "risky" countries/entities or about which there is a suspicion that the individuals/entities/countries involved would be included on international lists of sanctions or embargoes. The Bank shall not be responsible to any party for direct/indirect, material/moral, loss or delay suffered by the Client or third parties resulting in any way from the non-repayment of Client's transactions through the accounts opened with the Bank in the aforementioned cases.

2.25. The Client undertakes to use the products and services provided by the Bank, in strict compliance with the applicable legal provisions and the provisions of the specific contracts. The Bank has the obligation to comply with all the legislative requirements with impact in the field of application of international sanctions and acts in accordance with the national and international laws and regulations regarding restrictions/sanctions (commercial, financial, transfer of funds)/embargoes against certain countries, entities and persons and also regarding the restrictions regarding the export of products and technologies with potential of civil and military applications ("dual-use goods" <https://www.ancex.ro/?pag=7>) etc. The National Bank of Romania is the supervisory authority empowered to verify the implementation and compliance by the Bank of these requirements. (<https://www.bnr.ro/Implementarea-sanctiunilor-internationale-15172-Mobile.aspx>) In this sense, the Bank expressly reserves the right to refuse Clients the granting of certain categories of products, to suspend/restrict the Clients' right to use the products and/or services owned by them and/or to restrict the access to certain products and services held by Clients, in case of non-compliance by the Clients with the regulations mentioned above or if Clients use the Bank's products and/or services involving "high risk" countries/entities, or for which information/elements are identified proving that sanctioning measures have been established by the authorized international authorities/bodies for the natural persons/legal entities involved in the transaction (<http://www.mae.ro/node/1549>). Also, in such cases, the Bank is entitled to take any measures it deems appropriate to prevent/combat/eliminate the reputational risk to which the Bank may be exposed, as well as to ensure the compliance with the Bank's obligations to prevent and combat fraud, money laundering, terrorism financing, any other acts provided by the criminal law, as well as the Bank's obligations regarding the provision of services to persons or entities that may be subject to economic sanctions. The Bank will not be held liable to any party for any direct/indirect, material/moral damages, prejudices or delays suffered by its Clients or by any third parties resulting in any way from the Client's inability to use the products or services held from the Bank, due to the abovementioned causes.

2.26. The Client shall comply with the bank's work days and schedule, as displayed at the bank's offices or on the bank's website.

"Working banking day" - any day of the week, except Saturday, Sunday and any national and / or legal holiday, in which credit institutions from Romania are open to the public and perform banking activities, as well as any other days considered workers of the corresponding banks / payment systems with external settlement in the case of payment operations that are performed through them.

Regarding the payment operations, "Working banking day" means any day of the week in which the Bank can execute them, according to the cut off time for each type of instruction.

**Authorization of operations. Reception. Cancel.**

2.27. The internal and external settlement documents of the Clients are considered as entered in the Bank, if sent or submitted and registered at the counters, during the business hours or by the payment instruments with remote access, based on specific contracts. The business hours are displayed in a visible location at the territorial units and/or bank website. "Program of work with the public" represents the period from the working day in which the Bank allows the access of the legal / contracted representative of the Client within its territorial units for the purpose of banking operations, according to the specific cut-off time for each type of operation, as communicated to the Client by display or other means.

2.28. In order to comply with the Client's instruction, the payment operation must be authorized before its execution, respectively the Client has expressed his consent for the execution of the respective payment operation.

The consent consists in:

- a) for paper-based operations - the holographic signature of the legal / conventional / authorized representatives of the Client in accordance with the Signature Specimen Chart deposited in the Bank.
- b) for the operations initiated through payment instruments with remote access, according to the provisions from the specific contracts.

2.29. The Client cannot revoke a Payment Order after it has been received by the Bank.

2.30. The bank guarantees the correct execution of the operations in lei and/or foreign currency, in due time, according to the Client's instructions, if:

- a) the documents submitted to the Bank are readable, completed in an appropriate manner and signed by the authorized representatives, according to the legislation in force and the Bank's regulations;
- b) The Bank has all the information necessary to perform the operations and the Bank is not bound to verify the authenticity of such information;
- c) the Client has sufficient funds in the account for rendering the payments and for the pertaining fees;
- d) there is no interdiction to render payments from the account, following the receipt by the Bank of an enforceable title or other similar situation;
- e) the Client has no overdue debts to the Bank;
- f) the operation is compliant with the legislation in effect, as well as with the bank regulations in effect;
- g) the Client submits to the Bank, upon its request, the supporting documents of the requested transactions;
- h) there are no aspects connected with the provisions of points 2.8., 2.11. and/or 2.16;
- i) the Bank has no solid reasons to doubt the authenticity/compliance of the payment instruments regarding their content or the Client's signature.

2.31. The Bank may refuse to operate the instructions submitted by the Client without being responsible in any circumstances for any damages the Client would suffer if:

- a) The Bank has suspicions regarding the Client or the operation requested by it, in accordance with the provisions of knowing your client and preventing and combating money laundering and terrorism financing legislation, as well as in case of non-compliance with the above-mentioned legislation;
- b) Operations ordered by the Client are subject to restrictions/sanctions imposed by applicable national or international regulations.
- c) The Client does not provide to the Bank, at its request, whenever it deems necessary, any documents and/or statements to justify the operations performed by the Bank and/or to determine the real situation of the Client.

2.32. In case of foreign currency collections, the Client gives to the Bank an express mandate to credit client's account in the currency of the account mentioned in the collection message received as well as to perform automatic foreign-exchange using the Bank's standard exchange rate, if the received currency is different than the currency of the account indicated in the received collection message and if the client does not have the account opened in the received currency.

2.33. The exchange rate is accessible at the headquarters of the territorial units of the Bank or directly on its website and is permanently updated according to the offer of buying and selling the currency of the Bank.

2.34. In case of foreign currency payments, for which the Client doesn't have an account opened in the currency that the Client wishes to transfer, the Client gives to the Bank an express mandate to process the payments by debiting the current account indicated by the Client in the payment instruction, including the automatic foreign-exchange using the Bank's standard exchange rate. These payments will be commissioned



depending of the transferred currency, according to the standard taxes and commissions rates for foreign currency payments.

The date of the currency at which the Client's account is debited will not be prior to the moment in which the amount that is the object of the payment transaction is debited from the account.

2.35. In case of RON collections received through electronic national payments systems, the Client gives to the Bank an express mandate to credit the Client's current account in the currency instructed in the collection message. If the Client doesn't have current account opened in the currency instructed in the received collection message or the account indicated in the message is not correct, the Bank shall return the funds.

2.36. The Bank will receive/accept payment orders and debt payment instruments (check, promissory note, bills of exchange) for operation during the current day, until the hours stated at the Bank's offices. The Client is bound to submit to the bank the debt payment instruments in the purpose of their settlement, within the legal terms foreseen by the legal provisions in effect, so that it will allow the bank to submit them for payment during the time period necessary for cashing them. The bank is not liable for the non-observance by the Client of the above mentioned terms.

The client has the obligation to know the legal provisions and the regulations applicable to the payment order.

2.37. The moment of receiving of a payment order represents the moment in which, after receiving the payment instructions and, following the checks by the Bank of the conditions provided by these General Business Conditions related to the processing method, the payment order transmitted directly by the Client can be executed by the Bank.

2.38. The Bank reserves the right to issue payment instruments (check/promissory note/bill of exchange) for the eligible legal entities according to its own standards, and also to refuse issuing these instruments, without justification.

2.39. The Client also states that he was notified and he knows the fact that the Client is bound to assure the necessary funds for the integral payment of the debt payment instruments (promissory notes and bills of exchange) which are due at a date equal to the presentation date, less than the presentation date or at sight (in blank) and are presented for payment in the purpose of their settlement through the SENT electronic payment system, but no later than the next banking day from their presentation date, until maximum 13.00 o'clock.

In case the debt payment instruments (promissory notes and bills of exchange) are due during the day that follows the day when they were presented for payment, the Client is bound to assure the necessary funds for their integral payment, latest at the due date mentioned into the debt payment instrument (or during the first banking day, if the due date is a non-working day), but until maximum 15.00 o'clock.

Not keeping these obligations by the Client, until the dates and cut-off times expressly stated previously, entitles the Bank to process the debt payment instruments and to register a partial or total payment refusal, if the case, and to send immediately the respective payment refusal to SENT, further registering it to the Payment Incidents Register Office in accordance with the Regulation no.1/2012 issued by the National Bank of Romania, even if, subsequent to the cut-off times mentioned previously, the Client will present the necessary funds, graduating Bank of any liability for any eventual consequence and/or any direct or indirect prejudice claimed by the Client and/or third party for the generated situation.

The Client also states he was notified that for the debt payment instruments (promissory notes and bills of exchange) which are due at a date equal to the presentation date, less than the presentation date or at sight (in blank), the Bank will perform the payment from the payer client's current account only during the banking day that follows the presentation date for payment (where the presentation date for payment represents the date when the debt payment instruments (promissory notes and bills of exchange) are received in SENT by the Bank), or will register the partial or total payment refusal, if the case, after the expiring of the cut-off time indicated for the assurance of the funds by the Client, as above mentioned, while in the case of the debt payment instruments (promissory notes and bills of exchange) which are due during the day that follows the day when they were presented for payment, the Bank will perform the payment from the payer client's current account during the due date mentioned into the debt payment instrument (or during the first banking day, if the due date is a non-working day), or will register the partial or total payment refusal, if the case, after the expiring of the cut-off time indicated for the assurance of the funds by the Client, as above mentioned.

The Bank reserves the right to return to the payment modality existing before the entry into force of the General Business Conditions for Legal Entities - edition August 2013, respectively to the debit of the payer client's



current account during the presentation date for payment as regards the promissory notes and bills of exchange which are due at sight (in blank) or at a date equal to the presentation date or less than the presentation date, without any prior notification of the clients and without any motivation of the action undertaken by the Bank in relation with the clients.

* SENT (Electronic System with Net settlement administered by TRANSFOND SA) is intended for the interbank clearing of payments with small credit transfer payment orders (under 50,000 RON): SEPA or non-SEPA type during several sessions daily compensation as well as clearing of direct debit instructions and debit payment instructions (check, promissory note, bill of exchange).

Credit transfer interbank payments - transfer of funds between accounts, where the beneficiary's account is opened at a credit institution other than the Bank or at the State Treasury.

2.40. Bank accept Payment Order form and payments system, used according to national and international conventions and laws.

2.41. In consideration of the above, the Bank will honor the payment orders of the Client as far as there is the necessary availability and the account from which the payment was ordered is not available through a court decision, definitive enforceable title, an act of unavailability issued by the competent authorities or criminal investigation bodies in accordance with the legal provisions in force at the time of unavailability as well as insofar as the Client has not breached the commitments made to the Bank, and the orders would not cause any harm to the Bank.

2.42. The Bank reserves the right to choose the sole use of the banking channel, the electronic system, as well as the format of the payment order which it will follow in executing the Client's orders.

2.43. The bank is not bound to verify the identification attributes of the beneficiary, specified by the client within its order.

2.44. The bank will notify the Client in case a payment order is not operated by the correspondent/beneficiary bank or in case one of its instructions were not received/accepted. In this case, upon the Client's request, the Bank will investigate and notify the Client regarding the investigation results.

2.45. If the refusal of execution of the Bank is objectively justified, respectively at least one of the conditions of article 2.26 above is not fulfilled, the payment order is considered not to have been received.

2.46. The Bank will ensure that, after receiving the payment order, the amount of the payment transaction is credited to the beneficiary's bank account at the latest by the end of the next business day.

2.47. The Client and the Bank agree that the deadline for any other cross-border payment operations performed on EU territory or in the EEA in the national currencies of the EU and EEA countries is a maximum of 4 working days from the moment of receiving the payment order.

2.48. The Bank makes available to the Client / credits its current account with the funds collected immediately after the Bank has received the funds. The currency date of the crediting of the Client's account may not be subsequent to the business day in which the amount subject to the payment transaction is credited to the Bank's account.

2.49. "Currency date" - the reference date used by the Bank to calculate the interest on the funds debited or credited to / from the Client's account.

2.50. Foreign currency payments in favor of customers/clients of other banks, regardless of the banking channel (counter, OTPdirekt) can be instructed with the options:

OUR - the commissions and charges of both the Bank and the corresponding banks are supported by the initiator.

BEN - the commissions and charges of both the Bank and the corresponding banks are supported by the beneficiary.

SHA - the commissions and charges of the Bank are supported by the initiator, and those of the correspondent / beneficiary banks by the beneficiary, where appropriate.

2.51. In the case of the currency payments instructed in any currency with the OUR option, the Client commit to insure in the account opened with the Bank the necessary funds to make the payment, commissions of the Bank and the commissions of the corresponding banks, authorizing the Bank to debit the account with their value, on the payment date. In order to be able to transfer funds abroad, banks (including the Bank) use the settlement services offered by SWIFT. SWIFT temporarily stores data on transactions operated through the



SWIFT platform on servers located in the EU, but also in the United States. Under applicable SWIFT law, it may be required to disclose to US authorities data stored on US servers for money laundering prevention and the fight against terrorist financing

2.52. Currency payments made in any currency, in favor of customers/clients of banks from countries outside the EU / EEA *, Switzerland, Monaco, can be instructed with the option OUR, BEN or SHA;

2.53. Payments made in any currency (including RON national payments) to banks in Romania or located in EU / EEA countries *, Switzerland, Monaco, are only instructed with the SHA option.

* EU states: Austria, Belgium, Bulgaria, Czech Republic, Cyprus, Croatia, Denmark, Estonia, Finland, France, Germany, Greece, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Hungary.

EEA States: Liechtenstein, Iceland, Norway

2.54. In case of large amount payments, the Bank will render the payment of its Clients, according to the legislation in effect. Any amendment of the legislation regarding the transfer system of the high value funds and of any regulations applicable to these transfers, will determine the implicit pertaining modification of the present General Business Conditions.

2.55. The Client is bound that in case of identifying an operation that does not belong to it, to immediately notify the Bank. If the Bank discovers that credit operations were performed in a Client's accounts, they will be annulled by rectifying (reversal) the respective operation, without being necessary the client's approval. In case of an error of the Bank, registered on the Client's account, the Client expressly authorizes the Bank to correct, at its own initiative, the amounts registered with errors and perform any operation in this regard, considering its prior agreement expressed by acknowledging present General Business Conditions.

2.56. The Client's use of any undue amounts, credited by error by the Bank in his current accounts as well as his refusal to return these amounts involve the civil and / or criminal liability of the Client, who will be held liable both for returning the amounts used improperly and for payment of the respective amounts and full coverage of the damage caused to the Bank or to other clients.

Operations performed without the client's consent:

2.57. The Bank is authorized to operate in the Client's current account, without his prior agreement, in the following circumstances:

- a) performing payments for which there are already engagements assumed by the Client towards the bank;
- b) final settlement of the checks, promissory notes and other debt instruments;
- c) rectifying (reverse) canceling erroneous operations, including the possible pertaining interests;
- d) rendering payments within the enforced execution, according to the law, including creating accounts for meeting legal obligations related to the enforcement procedures, the bank being authorized/mandated to perform the foreign exchange in order to make available the necessary funds for the execution of such payments related to the enforcement procedures, at the currency rate quoted by the Bank, inclusively to sign the sale/purchase orders lei/foreign currency and/or foreign currency/foreign currency.
- e) recovering any amounts owed by the Client to the Bank or to a third bank, occurred following the execution by the Bank of the instructions given by the Client, collection of commissions and fees for the payment of the services provided by the Bank;
- f) blocking the accounts in case of enforced execution by garnishment or precautionary, executing operation garnishee attachment ordered by the competent legal authorities, as well as in other cases expressly foreseen by the law;
- g) taking any measures regarding other necessary operations in situations such as those mentioned in the above point, as well as in any other situations provided by the applicable regulations, including taking any other measures that it considers appropriate for the prevention / control / removing the reputational risk to which the Bank could be exposed as a result of banking operations performed in connection with the Client's account (s), as well as to ensure the fulfillment of the Bank's obligations regarding the prevention and combating of fraud, money laundering, financing of terrorist acts, of any other facts provided by the criminal law, as well as of the Bank's obligations regarding the provision of services to persons who may be subject to economic sanctions, when the Bank has suspicions of fraud or has suspicions about the purpose or nature of the transaction or when there are disputes / unclears / any kind of problems regarding the origin of the funds or at the quality of the Client as their beneficiary. These measures may include, but are not limited to, the restriction of the Client's account (s), the refund to the payer of the funds that credited the Client's account (s) as a result of fraud / errors / operations in



relation to which there are suspicions / disputes / unclears / any kind of problems regarding the origin of the funds, the investigation and non-processing of the payments ordered / made in and from the account (s) of the Client, the investigation of the source of their funds / beneficiary, investigations in order to determine if a certain person is subject to sanctions, notification of the judicial bodies or of any other competent institutions / bodies / authorities. Taking such measures by the Bank may lead to the delay and / or refusal to execute and / or to stop the execution of payment instructions or to collect the amounts and, respectively, to settle the transactions in/from the account (s) of the Client and / or, as the case may be, the Bank's refusal to make the funds available to the Client (including the Bank's refusal to comply with the Client's request for cash withdrawal of certain amounts of money from his account (s)). In order to cover the expenses caused to the Bank by taking any of the above mentioned measures, the Client agrees to pay to the Bank the commission for additional operations provided in the list of "Taxes and Commissions" in force at that date. The Bank shall not be held liable for any measure / operation taken / performed in accordance with the provisions of this clause nor will it compensate the Client for any damage in connection with such measures / operations. The Client declares that this clause represents his express agreement / consent and irrevocably for the Bank to do so.

- h) other situations compliant with the legislation in effect and with the current General Business Conditions.

2.58. Based on the business relationship with the Client, the bank is empowered to receive money for the Client and/or in its account. The received amounts will be credited in the Client's account, except for the case when contrary or incomplete instructions are received.

2.59. Should the information regarding the issuer/beneficiary of a payment/cashing be incomplete, the Bank will take the adequate measures for obtaining all information, according to the legislation regarding the standards of knowledge on the Clients and, according to the case for returning the funds to the source receiving them.

2.60. In the relationships with the Client, the Bank is the only one directing the operations proposed by it through adequate payment systems or through its network of correspondent banks.

2.61. The Client is bound to know the legal provisions and the regulations applicable to the check, bill of exchange and promissory note and to take all the legal steps that it is entrusted in his charge to cancel the respective title. The client is bound to communicate to the bank, the lost, stolen, destroyed or annulled checks, bills of exchange and promissory notes, according to the legislation in effect, this not absolving him of legal obligation of cancelling the instrument by addressing a request for cancellation to the competent court.

The Client has the obligation to use with caution the debit instruments (checks, promissory notes, bills of exchange), as the consequences of improper use can cause payment refusals which can seriously affect the Client's business relationships with partners and in some cases it comes to the enrolling of the Client with the Payment Incidents Register (CIP). Check is intended for prompt presentation, the bank pays the designated sum to the holder in the same day as presented, in case of check refusal for a legally issued check, the ban for issuing check is 1 year. In order to develop a healthy business relationship with his business partners, the Client may request information from the CIP database, based on a consultation request addressed to the Bank.

2.62. The bank is not liable for the damages incurred by the Client following the settlement forms and instruments ordered by it, non-compliant or incomplete instructions rendered by the settlement instruments, the decision amendment subsequently to submitting the documents to the territorial units of the Bank or other interventions from the initiative of the account holder/mandates/its proxies. The bank may refuse to execute the incomplete instructions of the Client, written with a pencil or including cuts, erased sections, overwriting or corrections of any kind and/or those who do not follow the format or specific legal provisions.

2.63. The Client binds to comply with the Bank's instructions and to show good faith in the relationship with it, in order not to affect the interests and cause damage to third parties.

2.64. Any withdrawal of cash may be made by the Client from its accounts opened with the Bank, at any time during the program hours with the public, at any of the Bank's counters, within the limit of the availability registered in the account and only after identifying the authorized person and confirming the signature samples by the branch / agency of the Bank to which the Client appeared, within the limits and with respect to the conditions and subject to the presentation of documents required by the legal norms in force at the date of withdrawal. Any release of amounts greater than the limits displayed at the Bank's counters will be announced to the Bank by the Client 24 hours in advance.

2.65. The Client undertakes to know and respect the legislation in force regarding cash operations and to provide immediately to the Bank, at the Bank's punctual request, the requested supporting documents of the transactions.



2.66. For both cash withdrawals exceeding EUR 5.001 or equivalent in RON, and for any amount requested in a slow currency (USD, HUF, CHF, GBP), prior appointment is required from the Client at least one working day (1 day) from 09:00 to 16:00 at the territorial unit from where the withdrawal shall be made, or through Contact Center between 08:30 and 16:00. In the case of non-execution of the prior appointment according to the contract specifications, the withdrawal could be made only if the territorial unit from which the withdrawal is made has a cash surplus in the cashier at least equal to the unscheduled amount - this means that the cash withdrawal of the unscheduled amount will not affect the cash activity of the territorial unit on that day - in which case the Client will pay a withdrawal fee for the unscheduled payment as evidenced in the Tariff (Brochure) of fees and commissions valid at the time of the transaction, which is added to the standard cash withdrawal commission as evidenced in the Tariff (Brochure) of fees and commissions valid at the time of the transaction and applies per client/day.

2.67. The Client has the obligation to check at the Bank's counters the amounts withdrawn. Any subsequent claim for possible differences will not be considered.

2.68. Any banknote or coin counterfeit presented at the Bank's counters will be retained on the basis of minutes and handed over to the police, according to the legislation in force.

2.69. At any time and without prior notification, the bank may debit any account opened by the Client at the Bank, with the balance owed to the Bank or a part of it, no matter the currency in which the debt is expressed, in the purpose of liquidating any debts or payment obligations of the Client towards the Bank, as well as towards various creditors of the Client, considering the garnishee quality of the Bank, according to law. The Client grants the bank a power of attorney to sign in its name and for it the sale/purchase orders for lei/foreign currency and/or foreign currency/foreign currency, to be executed at the currency rate quoted by the Bank, for creating the necessary funds for the settlement of the debt payment instruments (checks, bills of exchange or promissory notes), arrived for payment and for recovering the debts owed to the bank or the receivables due to other creditors of the Client (in case of the enforcement procedures based on garnishments or precautionary garnishee attachments, in case of the operations effected by the authorized jurisdictional bodies or in other cases provided by law), as well as any other payment required in order to achieve this mandate. The client empowers the bank that in the name and for the account to sign the payment orders to transfer amounts from any account of the client to assure necessary availability to settle the received debt payment instruments (checks, bills of exchange or promissory notes).

2.70. The Client acknowledges the Bank is a direct participant through the automatic clearing system (SENT) and an indirect participant (through OTP BANK NYRT, Hungary) in the SEPA * Credit Transfer system and it joint the interbank direct debit SEPA* in local currency and participates to the Automated Clearing House (SENT), both as a Paying Institution and Collecting Institution. The Client, in its quality of payer, also acknowledges and is bound to conclude and sign with the Bank the SEPA Direct Debit Terms and Conditions, as integrant part and annex to the SEPA DIRECT DEBIT Mandate, before the validation of a SEPA DIRECT DEBIT Mandate by the Bank, if the Client chooses to conclude such a mandate, irrespective of the way this mandate was issued (a) at the Paying Institution where the Client has opened an account or (b) directly to the Creditor (the payment beneficiary). The Bank is entitled not to validate the Mandate if the Client doesn't sign the SEPA DIRECT DEBIT Terms and Conditions made available by the Bank.

*SEPA (Single Euro Payments Area) represents the geographical area in which non cash EUR payments are made through SEPA standardized payment instruments: SEPA Credit Transfer (SCT), SEPA Direct Debit (SDD), card payments-SEPA Cards.

Statements

2.71. Transactions in the Client accounts will be reflected in the statements, which form part of the contracts between the Bank and the Client, being a valid proof in any judicial or other proceedings between the Bank and the Client.

2.72. Statements may be issued as follows:

- at the request of the Client to the Bank;
- correspondence via e-mail only at the written request of the Client to the Bank;
- by OTPdirekt service.

2.73. The Client is obliged to check the contents of his statements immediately after receipt. If, within maximum 30 calendar days from the statement date/account closing, this content is not contested, then it will be deemed accepted by the Client and shall be final and binding upon the Client, unless it contains a clear error, as



evidenced by having written certain date. Contesting Account is sent by registered mail to the Bank within 30 days of the statement date/closing the account.

2.74. If the matter referred to the Bank on an error in one of the documents delivered to the Client, the Bank will rectify even after expiry of 30 days referred to in section 2.72. Client shall inform the Bank as soon as he is aware of the existence of undue payments from the account. The Client is not entitled to withdraw them, transfer or dispose in any way of these amounts

If Clients use all or part of the amount due, it is obliged to immediately reimburse Bank the amount and indemnify the Bank from any loss suffered as a result of such use.

2.75. Bank will not be responsible for any deficiencies and/or errors that may occur in the transmission of the statements of account, in case the statement was sent to the Client by any channel of communication, including electronic.

2.76. The Bank issues account statements/other documents/addresses/duplicates, at the Client request, during the business relationship with Clients, with proper application of taxes and commissions related to the data/documents provided. The issuing of account statements/other documents/addresses/duplicates could be also made after the termination of the business relationship with the Client, effective closing of Client accounts, if the Bank has documents/information according to the request, in which case the Client must provide supporting documents such as, but no limited to: documents providing its existence/functionality and/or its legal status (certificate issued by the National Office of Trade Registry/other registers, decisions/court decisions, aso), documents that certify the competence to request and receive such documents/information (article of incorporation, decisions regarding the empowered/entitled persons, power of attorneys, aso), identity cards for the empowered/entitled persons, with proper application of taxes and commissions related to the data/documents provided.

3. Grating loans and constituting guarantees

3.1. The bank may grant loans to its Clients that fulfill the provisions determined by the bank in the purpose of granting the loans, by opening separate accounts for each category of loans. The Clients are bound to use the loans granted by the Bank only for the destinations determined by the concluded loan contracts.

3.2. The annual interest rate practiced for the loans granted to the Clients may be fix or fluctuating, according to the clauses of the loan contracts.

3.3. The Client is bound that, according to the conventions, agreements and contracts concluded with the Bank, to incorporate appropriate guarantees in the purpose of guaranteeing the fulfillment of its duties to the Bank. Should a guarantee incorporated in the Bank's favor become inadequate, the Client is bound to replace or supplement such a warranty, upon the bank's request.

3.4. The Client will render or allow the execution of any documents and deeds, reasonably requested by the Bank in the purpose of executing the Bank's rights.

3.5. In case the Client does not fulfill any of its duties in due term, according to the contract, the Bank is entitled to unilaterally declare all and any of the Clients debts to the bank, as being immediately due (anticipated maturity date) and to notify this action to the Client, according to the provisions of the specific concluded contracts. The bank will be entitled to capitalize any of its rights, based on the contracts, agreements and conventions signed with the Client as well as on the present General Business Conditions. This right of the Bank is irrevocable and is extended on the entire period of the business relationship between the Bank and the Client, even after the termination of this relationship, in case the client does not fulfill its duties towards the Bank, according to the legislation in effect.

3.6. To assure the publicity and bank enforceable rights against third parties, the Client bears the taxes and all the expenses related to legal registration, modifying, cancelation or any other operations related to publicity in public registers of the guarantees stipulated in credit contract and/or to fulfill other formality imposed by the law or assessed by the Bank regarding secured obligations, credit contract and/or ancillary agreement. In this respect the Client empower the Bank, unconditional and irrevocably, to effect, at any time during the credit contract period of life, on his expense, all necessary steps register, modify, cancelation or any other operations related to publicity in public registers of the guarantees stipulated in credit contract, including but not limited to choice of authorized provider RNPM, pay the taxes and any other expenses related. The Bank is empowered unconditional and irrevocably to debit the current account in the same currency as the credit or any other accounts or currency held by the Client at the Bank, to the level of total outstanding amount, to carry out any necessary action, including foreign-exchange, at any time during credit contract life time. Exerting the given empowerment according to current article is an express faculty but not an obligation of the Bank.



3.7. The customer guarantees and undertakes that, when applying for loans/facilities/guarantees and throughout their entire lifetime:

- to use the amount made available by the Bank exclusively in accordance with the terms and conditions of the Financing Contract;
- that the projects financed are designed and implemented in compliance with legal regulations on environmental protection, health and national security; the customer undertakes to obtain, where applicable, and submit to the bank, all authorizations and permits corresponding to these aspects;
- to comply with national standards and legislation on: environment, public consultation, human rights and employment (including occupational safety and health, employment of minors, forced labour, non-discriminatory practices. etc)
- to comply in all respects with applicable International Sanctions, not to make available, directly or indirectly, amounts from any credit/guarantee facility to or for the benefit of a person nominated / included in the Sanctions Lists in accordance with the applicable EU and international treaties and regulations in force.
- not to be directly or indirectly involved in criminal activities, or deliberately violating or circumventing human rights or legal regulations, not to engage in activities that might be against public morality or social ethics – such as (without being limited to) operations referred to In Appendix 3 – ESG exclusion list (Environmental Social Governance) – containing activities and behaviors whose controversial nature and impact make them incompatible with the OTP Group's values of protecting human rights and promoting sustainable development

3.8. The client understands that the fiscal information consulted at ANAF (National Agency for Fiscal Administration) can also be made available directly by ANAF through the virtual private space: www.anaf.ro

4. Interests, Commissions, Fees and Taxes

4.1. The bank charges commissions, taxes, fees and interests to its Clients for operations, services, banking products, according to the standard Fees (Brochure) taxes and commissions in effect (displayed in any Bank office or on the Internet under: <http://www.otpbank.ro/>), or according to the provisions of the contracts/agreements/conventions/offers concluded regarding the perception of differential commissions/taxes/fees. The collection of the due receivables is made by seniority.

4.2. The Bank may unilaterally modify the level of the interests, taxes, charges and/or commissions specified in the conventions, agreements and contracts signed with the Client, taking into account the internal, national and international regulations, the evolution of market, the fluctuation of the Consumer Price Indices (CPI), etc.

The bank reserves the rights to modify the deposit interests and current accounts, the calculation formula of the interests, commissions, taxes and other costs at any moment with no prior notification. All other modifications will be notified by displaying them at the Bank's offices and on the Bank's website www.otpbank.ro.

The interest paid to the non-resident Client is diminished by the percentage related to the tax on interest income, according to the legislation in force.

4.3. In case of differentiated commissions applied by the Bank in relation to the Client in a monthly subscription form, the Bank may change it or give it up at any time, according to its policy, without pre-notice, being relieved of any liability for direct/indirect damages that the Client and/or a third party could claim/suffer from these causes. Any change or waiver shall be brought by the Bank to the Client's knowledge by any of the notification methods provided in these General Business Conditions.

4.4. The Client authorizes the Bank to debit its account with the amounts representing the commissions, fees and taxes owed to the Bank for the offered services/products or any other costs (such as: taxes, postal fees, periodic verifications performed as regards the client's status, its identification dates and the identification dates of the legal/conventional representatives, etc.) with no prior notification nor formality.

4.5. The Client irrevocably and unconditionally authorizes the Bank to retain from the current account, without notice, any amount representing commissions, taxes, interest, capital rates, other costs due to the Bank based on commitments made by the Client to the Bank, regardless of the currency in which it is expressed duty. In order to recover the amounts owed by the Client, if the agreement from which the commitment originates is not provided otherwise, the Bank is irrevocably authorized to perform any foreign exchange operations of the amounts from the Client's accounts, using its own exchange rates.

4.6. The Bank reserves the right to charge an interest at the applicable rate for an unauthorized overdraft on the amounts representing commissions, fees and taxes owed to the Bank by the Client, for which, upon their due date, there is no available amount covering the Client's current account. When the Client does not comply with the terms of an overdraft approved by the Bank, the Bank will also charge the interest pertaining for an unauthorized overdraft. The provisions of these conditions/measures are applied only if the specific contracts



expressly mentioned that other ways of computing and/or values for these commissions, fees and charges owed to the Bank by the Client, otherwise shall apply those mentioned in special contracts concluded.

4.7. For the current accounts the Bank grants bonus interests calculated based on the interest rates in effect, displayed at its offices. The account holder agrees with the interest rate determined by the Bank, according to the financial-banking market and to the manner in which the Bank applies an interest rate.

5. Signing the documents

5.1. The documents submitted to the Bank must compulsory bear the Client's signatures, legal representatives / conventional in complete agreement with the signature specimens in the Bank, under the form agreed by those (by Bank).

5.2. The bank verifies the identity of the persons empowered/mandating to render operations in its Client's accounts.

5.3. Any power of attorney/mandate of representation and/or any disposition received by the Bank from the Client, as well as subsequent changes will be considered valid for the validity period mentioned in the power of attorney/mandate of representation and/or any disposition, if such a period is provided, or until the revocation is expressed in writing to the Bank. The revocation can be done by the Client through a document that respects the same form conditions as those through which the power of attorney was made. The lack of notification exempts the Bank from any liability. The Client confirms that the legal representatives/ empowered persons mentioned in the RECOM Statement are those appointed by the client and undertakes to notify the Bank as soon as there are any changes regarding these persons. The Bank shall not be liable at any time and in any case in which the absence or termination of the mandate of the Company's authorized legal representatives/empowered persons mentioned in the RECOM statement is invoked by any interested party, and the Bank shall not be held liable for any damage that may arise against the Company as a result of this situation. The same exoneration shall also apply in the case of any of the Company's authorized legal representatives/empowered persons communicated to the Bank until the express revocation in writing addressed to the Bank regarding the mandate granted to them. 5.4. The Bank may unilaterally modify the level of the interests, taxes, charges and/or commissions specified in the conventions, agreements and contracts signed with the Client, taking into account the internal, national and international regulations, the evolution of market, the fluctuation of the Consumer Price Indices (CPI), etc.

5.5. The Bank may accept the use of the extended electronic signature, based on a valid qualified certificate, not revoked and not suspended and generated through a secure signature creation device, applied by the legal / conventional representative, for signing application – current account contract for legal entities and assimilated categories in case of initiating a business relationship exclusively through the online account opening platform for acquiring banking products and services package – “Online account opening platform” for legal entities and assimilated categories available on the bank's website and/or the webpage dedicated to the online registration process for legal entities and assimilated categories.

5.6. In case of electronic transactions or other types of transactions, that do not require the physical presence of the legal, conventional representatives, the Bank will accept modalities of signatures and / or authorizations that are described in the contracts of the Bank's products through which the transaction is performed.

5.7. If all parties to a contract or an addendum to a contract concluded with the Bank, have an extended electronic signature, based on a valid qualified certificate, not revoked and not suspended, in accordance with the above points no. 5.4. ad 5.5., the contract with annexes, any subsequent addendum and any correspondence, including the Notification on data protection (“GDPR Notification”), may be concluded by applying, by each contracting party and/or legal representatives of each party, of the extended electronic signature, based on a valid qualified certificate, and generated through a secure signature creation device. The contracts, agreements, appendix, subsequent additional acts and any other correspondence, including the GDPR Notification, thereby signed are treated, according to the law, as document under private signature, in terms of conditions and legal effects.

5.8. In case of concluding a contract, annexes, any subsequent additional documents or any correspondence, including the GDPR Notification, by using extended electronic signatures, with a valid, non-revoked and non-suspended qualified certificate, the Client and the other contracting parties bear the responsibility towards the Bank and towards any other person regarding the validity and correctness of the electronic signatures, the qualified certificates and the devices that generates each electronic signature applied to the contract, annexes and/or, as the case may be, subsequent addendum and/or correspondence, understanding at the same time to repair any damages caused or about to be caused to the Bank and/or any other party and/or any third party by



applying defective signatures and/or outside the scope and/or limits of the qualified certificate or by using unsecured electronic means

5.9. If a natural person signs as the legal or conventional representative of several legal entities, for each contracting party, that natural person must have a valid extended electronic signature from each legal entity he represents by applying the electronic signature, otherwise it is exclusively responsible towards the Bank and towards the legal entity in whose representation he signed without a valid digital certificate or outside the scope or limits of the certificate held.

5.10. The client and, if any, the other parties to a contract concluded with the Bank, in their own name or through a representative, have the obligation that, for the transmission of documents signed with the extended electronic signature, based on a valid, non-revoked and non-suspended qualified certificate, and generated through a secure signature creation device, to use only secure electronic means (e.g. e-mail) and, if he does not submit any objection in writing to the Bank and/or does not request unilateral termination of the contract, it is absolutely assumed that he accepts and consents irrevocably and unconditionally to:

5.10.1. taking full responsibility;

5.10.2. bearing all and any possible risks that may arise from the use of electronic means in the relationship with the Bank and

5.10.3 unconditionally and irrevocably waive any claim or action against the Bank, agreeing at the same time to repair any damage caused or about to be caused to the Bank and to any third party through the use of unsecured electronic means and/or the electronic submission of instructions not in conformity with the contract/agreement, The Bank being released from any liability for any damage caused or about to be caused to the Client, to any other party to the contract/agreement thereby signed and, as the case may be, to any third party.

5.11. The expression of consent to conclude a contract with the Bank can only be made by using the same of the following methods of signature by all contracting parties:

5.11.1. holographic signature in the presence of the parties, the contract shall be drawn up in two copies for the Bank and one copy for each signatory party and shall enter into force on the date of signature;

or

5.11.2. remote holographic signature - the provisions of the contract are valid and legally binding for each party if he/she has expressed his/her consent to the content of the contract by signing it, without any additional formality or the signature of the other parties being required. To that end, the contract shall be signed in as many separate copies as there are parties at a distance, each of them (even signed at a distance) being considered an original copy and all together constituting a single contract. All copies of the contract/agreement shall be signed in holographic form by all parties within a maximum of 60 days from the date of remote signing;

or

5.11.3. signing a contract in electronic format with a valid, non-revoked or non-suspended extended electronic signature, which fulfill the validation requirements stipulated by the legislation in force regarding electronic identification and trust services for electronic transactions, based on a valid, non-revoked/non-suspended qualified digital certificate, at the moment of signing. If no objection is submitted in writing to the Bank and/or unilateral termination of the contract/agreement is not requested, the following are absolutely assumed:

(i) The contract signed by the parties with valid extended electronic signatures contains a valid consent expressed regarding its content;

(ii) Receiveig by the Bank, of the contract thus signed by each of the Parties (through its representatives) and sent it to the Bank by e-mail, represents the moment of its valid conclusion and provides full proof of the agreement of will, validly expressed by the parties regarding the content of the contract

(iii) The contract signed in electronic format by all parties and sent by e-mail has the value of the original.

5.12. The date of concluding the contract will be the date of signature by the parties and will be the last date, in chronological order, among the dates accompanying the signatures of the parties

6. Confidentiality

6.10 The Client will ensure the complete confidentiality on all the transactions entrusted and / or carried out through the Bank. Failure to comply with these conditions, as well as bad faith will be considered as causes of fault on the part of the Client, being obliged to cover the damages caused to the Bank.

6.11 The Client will keep the confidentiality on all transactions entrusted and/or developed by the Bank. The noncompliance with these provisions, as well as the bad faith will be considered as default of the Client, bounding to cover the damages caused to the Bank.



6.12 The Client understands that, in order to start and conduct the business relationship with the Bank, he must provide the Bank with certain identification data without which the Bank cannot open an account or cannot perform certain banking activities. Establishing and carrying out the business relationship between the Bank and the Client or legal person involves the processing of personal data belonging to individuals under the conditions of Regulation (EU) 2016/679 on the protection of individuals with regard to the processing of personal data and on free circulation of these data and repeal of Directive 95/46 / EC (Regulation) and of Law no. 190/2018 on measures to implement the Regulation (EU)2016/679) which legally or conventionally represents the legal person, as well as other categories of individuals acting on behalf of the legal entity or in connection with the business relationship established between the Client and the Bank (persons with management position, other persons with key / management functions within the Client, direct and indirect associates of the Client, real beneficiaries, guarantors and co-debtors - natural persons, family members of the previously mentioned persons, proxies on account and delegates, card users, contact persons designated by the Client). The information regarding the processing and protection of personal data is made by the Bank through the Notice on personal data protection ("GDPR Notification"), made available to the Client's representative / s prior to initiating the relationship with the Bank, which he / she they will send it to other persons who legally or conventionally represent the legal person, acting on behalf of the legal person or in connection with the business relationship established between the Client and the Bank, whose personal data can / will be processed by the Bank and against which the Bank cannot provide information directly. The GDPR notification is also available on the Bank's website www.otpbank.ro, Privacy section.

6.13 The Client understands that the processing, directly or through third party contractors, of personal data provided to the Bank, aims to start and conduct business with the Bank, fulfill legal obligations, and defend / achieve the legitimate interests of the Bank (e.g. fraud prevention, internal reporting, application of customer analysis measures according to applicable legislation, etc.), under the conditions of the Regulation. In achieving these purposes, the Client understands that the Bank, in fulfilling its obligations and legitimate interests, may perform any checks, may request and obtain any information about it and its representatives from any competent institution, public register, archive, database. electronic or third-party data, holder of such information according to their legal competencies (for example: ANAF, BNR - Credit Risk Center or Payment Incident Center, FNGCIMM, court portal, Credit Bureau, etc.). The Client also understands that the Bank may be required by law to provide the information received, including personal data, to the National Bank of Romania, the Ministry of Administration and Interior, the National Anticorruption Directorate, the Prosecutor's Offices attached to the courts, the Ministry of Public Finance. as well as, as the case may be, to other competent institutions and bodies of the state. In this context, the Client understands that the Bank has the obligation to register, in compliance, as the case may be, with the applicable legal registration deadlines before the transmission to authorized records systems of (i) information on groups of individuals and / or legal entities representing a group. of clients in contact / a single debtor: group name, group code, group component and highlighting the debtors who have loans together with other debtors in the group; (ii) information on card fraud committed by holders: card holder identification data, card type, currency, date of fraud finding, fraudulent amount

6.14 In accordance with the provisions of the Regulation (EU)2016/679, the Bank has taken all appropriate technical and operational measures to protect personal data against any accidental or illegal destruction, loss, modification, disclosure or unauthorized access and against illegal processing. Whenever necessary the Bank is authorized by the Client to request/supply information to/from the Payment Incidents Register Office, Banking Risk Register Office, Credit Office or similar institutions after case, regarding its activity.

7. Notification

7.1 Any occurred amendment (including, but without limitation to the introduction of penalties, taxes, fees or other new costs) in the Bank-Client relationship, is considered as acknowledged by the Client by publication at the territorial units and web site www.otpbank.ro, in the situation in which the clauses of the specific contracts concluded with the Client do not state provisions contrary to the General Business Conditions.

7.2 Any notification of the Bank is considered as validly sent/made by mail, e-mail, fax, SMS, recorded call in Contact-Center, OTPdirekt when sent/made to the last address/phone number/e-mail notified by the Client to the Bank. The postal expedition is considered as fulfilled if the Bank enters the possession of a confirmation of any nature, which have the signature of the Client representative, or by the existence of the summary of receipts with the post stamp.

7.3 Any communication / notification remitted to the Bank by any person shall be effective and enforceable against the Bank only from the moment of receiving by the Bank, respectively, on the date specified on the



receipt of the registered letter or the date of actual receipt by the Bank, certified by signature of the person authorized by the Bank receiving such documents and gave the registration number if mailed notifications, based on a registered letter with acknowledgment of receipt. The notifications to the Bank by fax will be confirmed by sending an original letter. Bank is absolved of any responsibility in case of unpaid/not registering faxed communication unconfirmed by letter in original. When transmitting communication/notification by the Client after the deadline for conducting operations, the Bank will consider receipt and register as being made the next working day and will decide the execution/non-execution thereof in the day of receipt/registration. The correspondence sent by e-mail by the Customer shall be considered as received on the date of receipt of the e-mail by the recipient. Any e-mail received on a non-working day or after 5 p.m. on a working day will be considered as received on the next working day.

8. Terminating the business relationship

8.1 The business relationships can be terminated in the following circumstances:

8.1.1. By agreement between the Bank and the Client, with immediate effect, concluded in writing;

8.1.2. In an unilateral manner, from the Client's or its empowered, trustees, proxies' initiative and on its request in maximum 30 calendar days from the intent of denunciation; the existent funds will be transferred into another account mentioned by the client or will be withdrawn in cash, upon the client's request and according to the legislation in effect;

8.1.3. In an unilateral manner, from the Bank's initiative, based on a notification sent to the Client through any notification method provided at point. 7.2. from the present General Business Conditions, in 30 calendar days, correlated to terms from the ongoing contracts and services, from the intent of denunciation, with no other formalities and without the intervention of a trial court, in situations such as:

- a) The Client cannot be identified according to the provisions of the legislation according to the standards of client knowledge. In case after opening an account, there are problems connected with the verification of the beneficiary's identity and/or with the funds' origin, which cannot be solved, the Bank will consider the opportunity to close business relationship/ to block the accounts, in compliance with all instituted obligations regarding the prevention and sanctioning of money laundering;
- b) The Bank has information/suspicious about how are used the existing accounts and their amounts, through the operations performed by the Client, which may have as a result the exposure of the bank to money laundering/terrorism financing risk, legal and reputational risk;
- c) Clients refuses to provide identification data to update data and information or provides false, contradictory information or information that cannot be verified in public registers, official website of authorities, etc;
- d) There is negative information regarding links with individuals or legal entities involved in criminal activities (for example: drug trafficking, terrorism, organized crime, human trafficking or active in the pornographic industry).
- e) The Bank decides, in accordance with its own policy, to terminate the business relationship with the Client, without being obliged to give reasons for the unilateral termination decision;
- f) The Client has caused damage to the Bank, provided false information, or the Bank has reason to suspect that the respective Client is involved in fraud or public scandal and its association with the Bank would harm the Bank's image;
- g) The Client exhibits inappropriate/deficient behavior in relation to Bank employees, does not comply with the required ethics and proper conduct;
- h) The association/continuation of the business relationship with the Client would damage the Bank's image or is no longer in line with the Bank's policy regarding the typology of clients and the nature of the transactions carried out by them.

8.1.4. In an unilateral manner, from the Bank's initiative, without any notification communicated to the Client or any other formality and without the intervention of a trial court, if:

- a) there are no account operations registered in the last 12 calendar months, except for the taxes, commissions, interests and payments made by the Bank related to garnishments;
- b) after the verifications performed by the Bank, it concluded that the Client is cancelled from the National Office of Trade Registry/other registers.

The measure from point a) is not applicable to the Clients which own products/services, debit instruments issued by the Bank and have balance greater than 0 in current accounts and no account operations in the last



12 calendar months, except for the taxes, commissions, interests and payments made by the Bank related to garnishments; the Bank shall notify these Clients according to provisions of the article 7.2 from General Business Conditions with at least 15 calendar days previous of the date of closing the contract, the notification term being correlated with the terms mentioned into the specific contracts efferent to the ongoing products and services.

8.1.5. Unilaterally, at the Bank's initiative, as it identifies situations with a significant risk of money laundering and terrorist financing, violations of international sanctions, fraud, or situations that generate reputational and legal risks, by derogation from Article 8.1.3 above, with the Client's notice without the need to comply with any time limit or fulfil any prior formality and without the intervention of a court of law.

8.2. The judicial relation derived from opening the account can cease from the Client's initiative, by its representatives, of its proxies and heirs, as the case, or its associates/shareholders based on the documents proving their quality and ability to dispose of the account.

8.3. Upon closing the current account, the Client is bound to provide the necessary amounts for paying all commissions and taxes, any other amounts owed to the Bank before the effective account closure, as well as closing all the ongoing products and services. Dishonoring this obligation from the Client's part, entitles the Bank not to process the current request of closing the current account, the Bank being relieved of any direct/collateral prejudice claimed by the Client and/or third party for the un-processing of the respective request.

8.4. Upon submitting the request for closing the account at the quarters of the territorial unit, the Client states that there are no issued checks/promissory notes/bills of exchange signed by its legal/conventional representatives and there are no such checks/promissory notes/bills of exchange issued to be included in the bank's circuit by their beneficiaries, knowing the fact that the criminal law punishes false statements, the Client being bound to return to the Bank all checks/promissory notes/bills of exchange unused or incorrectly filled in before the effective account closure. Otherwise, the Client is the sole responsible for any prejudice deriving from their use after the effective account (s) closing, the Bank being relieved of any liability for the direct/collateral prejudices that the Client and/or a third party may claim/suffer from these causes.

If the Client requests closure of certain accounts and if, after closing those accounts are received for payment checks/promissory notes/bills of exchange on those accounts and, meanwhile, the business relationship with the Bank is not terminated (by closing all the accounts held by the Client with the Bank) the Client, through the General Business Conditions, gives to the Bank an express mandate to reopen the Bank account identified in the respective payment instrument, taking full responsibility for ensuring the funds needed for its payment and of any consequences that might arise from the refusal of the instrument, according to the regulations in force, if necessary.

8.5. The Client must return the card within 30 days before the effective date of the closing of accounts and close all contracts with the Bank.

8.6. In the case of closing the accounts and the business relationship from Bank's initiative, the credit payable amount from the Client accounts will remain at his disposal within legal limitation period of time, after the recovery of the amounts owed to the Bank. During this period, the balances of the closed accounts will be kept by the Bank in non-interest-bearing accounts.

8.7. The Bank reserves the right of restricting the Client's accounts, regardless of the used channel (counter, cards, OTPdirekt, Contact Center) if there are no account operations in the last 6 calendar months, except for the taxes, commissions, interests and payments made by the Bank related to garnishments and/or if the Client is erased.

8.8. The Bank is relieved of any liability for the prejudices the Client or a third party may incur as a consequence of closing/blocking its accounts /suspending the operations on its accounts by the Bank.

9. Litigations. Applicable Law

9.2. The relationships between the Bank and the Client are governed by the Romanian legislation. The bank is entitled to impose to the client the observance of the internal legislation in the matter, including of the compulsory norms issued by the National Bank of Romania, in its quality of Central Bank, the international rules and practice norms regarding any difference in their application, even if the client claims damage or losses from their application. The client cannot claim the reason of not being aware of these norms and practices to the Bank.

9.3. The possible litigations derived from the conclusion, execution, termination or, according to the case, interpretation of the contract between the bank and client will be solved amicably. If such a resolution is



impossible, the trial courts will have the sole competence for solving these litigations, according to the procedure norms in effect.

9.4. All cost the Bank may have to undertake in case it is involved in a litigation with the client, or client with a third party, according to the case, following the non-fulfillment of the instructions received from the client, will be recovered from the client, according with the legislation in effect.

10. Responsibilities

10.2. The Bank shall be responsible for:

- a) Deficiencies in execution of orders placed by the Client, to the extent that these deficiencies are found to be the fault of the Bank, and are produced in limited RMS Client lost. The Bank shall notify / communicate the client without delay, any error found in connection with operations in accounts;
- b) Provide general information on the period, the terms and conditions of banking services provided. Except for other written agreements on the provision of information to Clients, the Bank will communicate / give the client only the information mentioned in these General Business Conditions.

10.3. The Bank shall not be responsible for:

- a) loss, damage or partial checks, promissory notes, bills, payment orders, which were not the fault of the Bank's fault or loss that may result from instructions executed on the basis of untrue or incomplete data provided by the Client;
- b) Consequences of delays and/or loss of messages, letters or documents of any kind, including payment instruments, i.e. the losses caused by mistakes in the documentation, which did not occur due to the fault of the Bank;
- c) Losses arising from disruption of its operations due to force majeure/unforeseeable circumstances (external events) absolutely unpredictable, absolutely invincible and inevitable which cannot be predicted nor prevented by the bank, exemption from liability for the part/parts we rely, respecting the obligation to notify, and remission of force majeure certificate issued as provided by law);
- d) Form, accuracy, falsity or validity, reliability, correct or complete filling of documents, except where separate agreements such responsibility is expressly assumed in writing by the Bank;
- e) For delay in performance of services caused by the Client's submission of documents in another language than Romanian and without certified translation with or without apostille or, if applicable, legalization, the Client is obliged to make his own expense.
- f) The effects and consequences arising from the termination of its activity, as a result of fortuitous events or force majeure (including but not limited to loss of communication lines or equipment Bank, breaded power outages, natural disasters, international conflicts, measures taken any government/local authority or international, etc.);
- g) Losses caused to the Client by application of laws and regulations, including rules relating to the banking business, foreign exchange regime, KYC, measures against money laundering and terrorist financing, the application of international sanctions blocking of funds etc.
- h) For commissions held by the correspondent / beneficiary banks in the case of transfers of funds instructed by the Client (regardless of the banking channel) with the option of SHA in non-EU currencies to banks located in the countries from European Union (EU) / European Economic Area (EEA), Switzerland, Monaco, or instructed with SHA or BEN options in any currency to banks located in non-EU/EEA countries.

10.4. The Client shall be liable/will indemnify the Bank if the behavior or inappropriate conduct its business caused prejudice (including image) to the Bank.

11. Special Conditions

11.2. Omission, in whole or in part, of the Bank, and any delay on the part of the Bank to exercise any rights arising under a Client contract or benefit of any remedies under these agreements will not prevent the bank from its exercise this right and shall not be deemed a waiver thereof and in no event shall the Bank tacitly presumed consent or waiver of debt rescheduling debt, unless this ending in a written document. Giving up the Bank to perform any conditions precedent stipulated in contracts with Clients will be not considered as representing waiver from the Bank to the requirement as the conditions are met subsequently.

11.3. The invalidity of one or more provisions of these General Business Conditions shall not entail invalidation of the remaining provisions contained therein, as agreed between the Bank and the Client.

11.3 The present General Business Conditions complete the provisions of all conventions, agreements, contracts and offers concluded between the Bank and the Client. In case the provisions of the present General



Business Conditions have a divergent interest or contradict the provisions expressly foreseen in the specific conventions, agreements or contracts, concluded between the Bank and the Client, their provisions shall prevail. Also, if legislative changes are required to be implemented by the bank, they will prevail over the provisions expressly stipulated in the specific conventions, agreements or contracts, concluded between the Bank and the Client. The client authorizes the Bank, by the present General Business Conditions, to compensate any amount owed to the Bank with the funds made available in any current account and/or deposit, no matter the currency in which they are available.

The client is bound to cover the debt from its own sources, including the penalty interest pertaining to the unauthorized overdraft. In case the client's account does not contain sufficient available amounts for covering any amounts due to the Bank, the Bank is entitled to render any of the operations representing, but without any limitation to rendering currency exchange, transfers between the client's accounts, debiting/crediting any amounts from/in any of the client's accounts, to cover the owed amounts. If the Bank still does not recover the amounts owed by the client, it is entitled to recover the owed amounts according to the legal provisions on the subject.

By way of exception from the second sentence of the first paragraph of this point 11.3, exclusively during a case of force majeure, fortuitous case or of a completely exceptional situation (state of emergency), in which the freedom of movement of persons, the freedom of meetings and/or access to communication channels are temporarily restricted, the Bank may decide, unilaterally, to modify the conventions, agreements and/or contracts concluded between the Bank, Client, co-debtors and guarantors (non-limiting example: suspension of payment of loan repayment rates, suspension of payment of interest on contracted loans, suspension of payment of other amounts due to the Bank, extension of the duration of deposit accounts, extension of the validity of loans and/or of credit agreements due, to), in which situation the decision will prevail. The bank regarding the modification of the conditions for making available to the Client the banking products and services. This clause, together with the Bank's decision, takes place as an additional document to the convention, agreement and/or contract, concluded between the Bank, Client and other natural or legal persons (guarantors, co-debtors, declarers, etc.), being considered an integral part of the convention, agreement or contract. Based on this clause and the decision of the Bank, the convention, the agreement and/or the contract is considered to have been modified accordingly.

11.4. The Client cannot oppose the provisions of the contracts concluded with third parties to the Bank.

11.5. For the solution of disputes, the Client has the right to address the National Agency for Fiscal Administration, the National Bank of Romania, respectively the competent entity for the solution of disputes, according to the provisions of Law no. 192/2006 regarding the mediation and organization of the profession of mediator, with subsequent modifications and completions.

11.6 The Client states that he was notified that the amounts existent in the accounts opened with the Bank are/are not warranted by the Deposit Guarantee Banking Fund, within the limits and according to the legislation in force. The Bank is a participant to the Deposit Guarantee Banking Fund, as deposit guarantee scheme, established through OG no 39/1996 regarding the incorporation and operation of the Deposit Guarantee Fund within the Banking System, republished, with the subsequent amendments and completions, officially recognized in Romania.

The guaranteed cap amount is determined for the equivalent in lei of 100.000 Euro, according to Article 61 (3) of the Law no. 311/2015 regarding guarantee scheme and Deposit Guarantee Fund.

11.7. The present General Business Conditions (edition February 2024) will be posted/published starting with 26.01.2024 and will enter into force starting with 05.02.2024.

We mention that the provisions of point 2.32 from the present document are in force since August 23rd, 2013.

11.8. Appendix 1 "General Terms for products and services packages, Appendix 2 "General Terms for the Card Payment Acceptance Service for commercial transactions" and Appendix 3 "ESG exclusion list (Environmental Social Governance)" attached to present General Business Conditions for legal entities and assimilated categories is part of these General Business Conditions.

At the date when the present General Business Conditions come into effect, all the previous editions of the General Business Conditions are cancelled.

The Clients will be notified regarding the amendment of the General Business Conditions by displaying them in the offices of the territorial units and by publishing them on the website: <http://www.otpbank.ro/>.



APPENDIX 1 – GENERAL TERMS FOR BANKING PRODUCTS AND SERVICES PACKAGES

1) Definitions:

Banking products and services package represents a series of existing banking products and services provided by the Bank, as well as by the bank's partners intended for legal entities clients or similar categories. The costs charged for certain products and/ or services included in the package are differentiated in relation to the standard fees used by the Bank for those products and services at the date of signing the Contract - Application for the provision of the package of banking products and services, the Annex to the Current Account Contract Application for legal entities and similar categories.

The current account administration fee is the administration fee of the Client's accounts opened with the Bank, charged on a monthly basis.

OTPdirekt is the service provided by the Bank which includes electronic distribution channels for the Bank's products and services, namely: Internet Banking, Smart Bank and SMS Alerts/ Push Notifications.

OTPdirekt-Internet Banking, : part of the OTPdirekt service which involves the Bank providing remote access to its own accounts for viewing balances and performing operations via the Internet.

OTPdirekt-text message Alerts: part of the OTPdirekt service that involves sending text message alerts to the mobile phone numbers indicated by the Client, according to the Text message Annex.

OTPdirekt – Push Notifications: optional component of the OTPdirekt service that involves sending messages to smart mobile devices and tablets that have installed the SmartBank application, indicated by the Customer, according to the SMS/Push Notification Annex;

SmartBank: part of the OTPdirekt service which involves the Bank providing remote access to its own accounts for viewing balances and performing operations through the OTP SmartBank Romania application, installed on the phone from Google Play or Apple Store.

Payment order through OTPdirekt is the payment service available to the Client through Internet Banking and SmartBank.

VISA Business Card/VISA Business Silver is a debit card issued by the Bank in the name of the Authorized User and on the Client's account, useful for commercial transactions at the accepting business operators (merchants), as well as for cash withdrawals, through specialized cash issuing equipment which display the VISA logo.

“Main Holder” is the resident or non-resident legal entity, that has requested the Bank to issue Cards in the name of one or more authorized users (individuals), by signing the Contract-Application for the provision of the banking products and services package, Annex to the Contract-Application for the current account for legal entities and similar categories.

“Authorized User” is the natural person for whom the Main Holder has requested and the Bank has ordered the issuance of a card with access to the Main Holder's account.

Direct Debit is a payment method that automatically transfers from the paying Client's account to a supplier's account, the amounts requested for payment by the supplier (examples of suppliers: telecommunications companies, insurance companies, leasing companies, utilities companies, etc.).

- In the **Intra-bank** version, both the payer and the supplier are clients of OTP Bank Romania S.A., and the amount of money automatically drawn on the payer's account is in the national currency or in another currency.

- In the SEPA (**Interbank**) version, the payer is a client of OTP Bank Romania S.A., the supplier is a client of another bank, and the amount automatically drawn on the payer's account is in the national currency.

The Low value interbank payment is the operation by which the payer, that is a client of OTP Bank Romania S.A., transfers to a client of another bank an amount of up to RON 49,999.99/transaction.

The High value interbank payment is the operation by which the payer, that is a client of OTP Bank Romania S.A., transfers to a client of another bank an amount of over RON 49,999.99/transaction.

Merchant designates any Legal Entity that carries out commercial activities and accepts the card as a payment instrument for goods and services, based on and under the conditions of the contract concluded between it and the Bank.

2) The duration of the Banking products and services package

2.1. The banking products and services package, contracted by the client through the Contract-Application for the provision of the package of banking products and services, Annex to the Contract-Application for the current account for legal entities and similar categories, enters into force on the receipt of the approval from the Bank and only after receiving the communication of approval at the e-mail address specified in the section dedicated



to Client's/Holder's identification data (from the Contract-Application for the current account for legal entities and similar categories), insofar as the Bank decides, at its discretion that the legal and/or internal requirements are fulfilled/met and it is concluded for a period of 12 months.

2.2. If the final validity of the package is a non-working day, it will be considered as the last working day before it.

2.3. The banking products and services package is automatically extended for another period of 12 months, if its termination is not requested, by a notification sent 15 days before the initial deadline.

2.4. The client agrees to maintain the package for a period of at least 12 months, otherwise it will pay the equivalent value of the monthly subscriptions remaining to be paid until the end of the 12 months calculated from the date of signing the Contract-Application for the provision of the banking products and services package, Annex to the Contract-Application for the current account for legal entities and similar categories, except for the situations listed under items 2.5 and 2.6 of this Appendix to the General Business Conditions for legal entities and similar categories. This article does not apply to the Package for religious entities. Also, in the case of the Calculat 25, Calculat 50, Relaxat 150, Relaxat 200 and Relaxat 300 packages, this clause does not apply, if the Client contracts another package from those mentioned above with a higher cost. If the Client renounces one of the aforementioned packages in favour of one with a lower cost, it will pay the difference between the amount of the subscription corresponding to the package it renounces and the amount of the subscription of the requested package for the remaining period until the end of the 12 months of compulsory maintenance from the package activation date.

2.5. If the Client has any outstanding debts related to the payment of the monthly subscription for 3 consecutive months, the Bank has the right to stop the use of the contracted package, as well as the banking services and products included in the package (except for the current accounts opened with the Bank), without the need for the Bank to send a Notice to this effect.

2.6. If the Client has any outstanding debts related to the payment of the monthly subscription for 6 consecutive months, the Bank has the right to close the contracted package, as well as the products and services included in the package (except for the current accounts opened with the Bank). Thus, the products and services package is considered cancelled by law, without the intervention of any court of law, without any other notice of delay and without any other prior judicial or extrajudicial formality.

2.7. From the date of termination of the contract for the supply of the package, the Client will be able to continue to maintain the products and services included in the package, at its express request, and these products/services will be subject to both the terms and conditions related/applicable to them in force on the request date, as well as to the standard tariffs according to the Fees and Commissions Brochure of OTP Bank Romania SA in force at that time. The Client will remain jointly and severally responsible to pay the outstanding amounts.

3) Costs and payment modality

3.1. For the entire validity period of the package, the subscription will be paid on a monthly basis, on the first working day of each month for the current month, except for the month during which the package is established, and the related commission will be paid on the date of approval by the Bank and only after receiving the communication of approval at the e-mail address specified in the section dedicated to the Client's/Holder's identification data (from the Contract-Application for the current account for legal entities and similar categories), insofar as the Bank will decide, at its discretion, that the legal and/or internal requirements are fulfilled/met.

3.2. The Bank will automatically debit the Client's account with the equivalent value of the due subscription, as well as with the equivalent value of the costs (charges, tariffs, etc.) related to the products that are part of the package held, as the case may be, and the Client will deposit in the current account until the last working day of the respective month the amounts necessary for their payment. The Client can also opt for depositing the necessary amounts in any other currency for which it has a current account opened. If it has not made the currency conversion, the Bank will be mandated, but not obliged, to perform this operation starting with the time 00 of the due date, using the NBR or the Bank's exchange rates on the day of conversion, in compliance with the legal rules in force, and the Client will bear all the commissions, charges and fees related to such operations.

3.3. The Client will irrevocably and unconditionally authorise the Bank to debit its main current account in RON and any other current accounts in RON and other currencies, held at the Bank, up to the amount due, to perform any operations deemed necessary, including foreign exchange operations, for the entire duration of the Contract-Application for the provision of the banking products and services package, Annex to the Contract-



Application for the current account for legal entities and similar categories in order to pay the due subscription. The bank has the right, but not the obligation, to carry out these operations.

3.4. The Client will have the obligation to pay the monthly subscription related to the contracted package, regardless of whether it uses one or all the products and services included in the package.

3.5. For the products and services package provided by the Bank and selected by the Client, a subscription is charged. If, at the initiative of the Client or the Bank, the validity of the package/option ceases before the expiration of the month for which the equivalent value of a monthly subscription was paid, the Bank will not have the obligation to return the amount of the monthly subscription paid until then.

3.6. The Bank may unilaterally change the level of charges and of the subscription or of the package components, without the need for the prior acceptance of the Client. The new charges and/or amounts of the subscriptions and/or the new component of the package, including the discounts and/or the bonus interests are displayed at the Bank's offices and on the web page: <http://www.otpbank.ro/> and this represents the manner in which the Client becomes aware of these, meaning that the Client declares that this method of disclosure is sufficient.

If the Client does not agree with the new amounts of the charges and/or subscriptions or of the components of the package, it has the right to unilaterally terminate the contracted package of products and services, under the conditions provided in art. 5.1 and 5.2 of this Appendix to the General Business Conditions for legal entities and similar categories. The Client's failure to exercise this right within 15 calendar days from the date on which the Bank posted at its offices the new amounts of the charges and/or subscriptions or package components will be interpreted by the parties as tacit acceptance thereof by Client.

4) Notifications

4.1. The notifications or communications sent to the Client in connection with the Contract-Application for the provision of the banking products and services package, Annex to the Contract-Application for the current account for legal entities and similar categories and with the contracts specific to each type of product or service contracted by the Client with the Bank, will be sent in writing/recorded call, by one of the methods stated below:

- by a simple letter - sent to the correspondence address communicated by the Client, the Client bearing the shipping cost. The shipping cost is the one valid at the time of its shipping and can be seen on the Bank's website, www.otpbank.ro;
- by text message - sent to the mobile phone number communicated by the Client, the Client bearing the text message sending cost. The text message sending cost is the one valid at the time of its sending and it can be seen on the Bank's website, www.otpbank.ro;
- by e-mail - sent to the e-mail address provided by the Client;
- through OTPdirekt –by electronic letter
- Contact Center – recorded call;

4.2. The Client agrees that any of the notification methods provided under Art. 4.1 of this Appendix to the General Business Conditions for legal entities and similar categories is sufficient, waiving any possible subsequent complaint/challenge/appeal concerning such method.

4.3. The notifications sent to the Client will be considered as being communicated to it, as follows

- by simple letter: 5 banking days from the date stated on the stamp of the dispatching post office on the transmission slip;
- by text message – on the date of its sending to the Client;
- by e-mail – on the date of sending the electronic letter to the Client;
- by OTPdirekt – on the date of sending the electronic letter to the Client.
- Contact Center - on the date of contacting the client.

4.4. The notifications sent by the Bank will be considered to be validly sent/made through the postal circuit, recorded call in Contact Center, by text message, by e-mail, if they were sent/made to the last address/telephone number/e-mail address communicated to the Bank by the Client.

4.5. Any notification or communication in connection with this contract, from the Client to the Bank, will be made in writing, by registered letter with acknowledgment of receipt or by registering the request at the Bank's office. Communications to the Bank will be deemed to have been made as follows:

- a) on the date stated on the acknowledgment of receipt of the registered letter;
- b) on the date of their actual receipt by the Bank, certified by the signature of the authorized person from the Bank who received the documents in question and by giving a registration number.



5) Contract termination

5.1. The Products and Services Package may be unilaterally cancelled by either party, through a written notification sent by the party initiating the unilateral cancellation, at least 15 calendar days before the date on which the unilateral cancellation becomes effective, and the effects of this cancellation will be preceded by the return/delivery of the attached cards, the token, etc., except for the case when the client does not opt for maintaining a certain standard product/service that involves keeping these cards, the token, etc. This way of terminating this contract and the benefits offered for the banking products and services included may occur, regardless of the existence of a case of contractual fault, and the parties irrevocably and unconditionally waive any claims for damages and any other current or future patrimonial claims, except for those expressly stated in the Contract-Application for the provision of the banking products and services package, Annex to the Contract-Application for the current account for legal entities and similar categories.

5.2. The Contract-Application for the provision of the banking products and services package, the Annex to the Contract-Application for the current account for legal entities and similar categories may cease under the conditions established in art. 2.6 of this Annex to the General Business Conditions for legal entities and similar categories, without the need to send a notification.

6) Personal data processing

6.1. The Client/Holder hereby declares and in this sense signs this contract for the fact that the information regarding the processing and protection of personal data was made by OTP Bank Romania SA, including through the Notification on personal data protection ("The GDPR Notification"). The Client/Holder hereby declares that i) he/she will send the GDPR Notification to other persons within the company/entity he/she represents, whose personal data can/will be processed by the Bank in order to better develop the contractual relationship, as well as any updates of the information communicated during the contractual relationship and ii) prior to taking over/signing, he/she has read and fully understood the GDPR Notification. The Client/Holder hereby declares that he/she understands that the processing, directly or through third party contractors, of personal data provided to the Bank, is intended for the conclusion and performance of this Contract, for the fulfilment of the legal obligations, as well as to defend/achieve the legitimate interests of the Bank (e.g. fraud prevention, internal reporting, application of Client analysis measures according to the applicable law, etc.), under the conditions of the (EU) Regulation 2016/679, as well as of other legal provisions on the protection of individuals with regard to the processing of personal data and the free circulation thereof.

The Client/Holder hereby declares that he/she understands that, in accordance with the legal provisions, the Bank may perform any checks, may request and obtain any information about them from any competent institution, public register, archive, electronic database or authorised third party, holder of such information according to their legal competences.

6.2. The Client/Holder hereby declares that he/she understands that the Bank has the legal obligation to provide the information received, including personal data, to the National Bank of Romania, the Ministry of Administration and Internal Affairs, the National Anticorruption Directorate, the Public Prosecutor's Offices attached to courts of law, the Public Finance Ministry, as well as, according to case, to other competent institutions and authorities of the state. The Client hereby accepts that the Bank has the legal obligation to register, in compliance with, as the case may be, the applicable legal registration deadlines before the transmission to authorized records systems of (i) information on the groups of individuals and/or legal entities representing a connected group of clients/a single debtor: group name, group code, group composition and highlighting the debtors that have loans together with other debtors from the group; (ii) information on card fraud committed by holders: card holder identification data, card type, currency, date of finding of the fraud, fraud amount. In case of refusal, the Bank will be obliged to provide this information through the coercive force of the state. The Client/Holder hereby declares that he/she understands that information related to the processing and protection of personal data by OTP Bank Romania S.A. (purposes, the recipients of such data, the rights enjoyed by the data subject under the law: the right of access, the right to correction, the right to erasure of data ("the right to be forgotten"), the right to restriction of processing, the right to data portability, the right to object, the right to not be subject to an automated individual decision, including profiling, etc.) can be found in the Notification on personal data protection provided by the Bank when the Client expresses the option for banking products and services from the Bank's offer, as well as on the Bank's website www.otpbank.ro, Privacy section.

6.3. In the context of the (EU) Regulation 2016/679, as well as of the other legal provisions on the protection of individuals with regard to the processing of personal data and the free circulation thereof, the Bank has taken all the appropriate technical and operational measures to protect the personal data against any accidental or illegal



destruction, loss, alteration, disclosure or unauthorized access and against unlawful processing. Data subjects can exercise their rights provided by the applicable legislation of data protection by sending a written request to the Data Protection Officer within OTP Bank Romania SA, at the address dpo@otpbank.ro.

7) Force Majeure

7.1. Force majeure events do not exonerate the Client from liability, and he/she will remain liable to the Bank until the full reimbursement of all debts arising from the Contract-Application for the provision of the banking products and services package, Annex to the Contract-Application for the current account for legal entities and similar categories and the additional documents thereto.

7.2. Force majeure means any situation arising after the date of conclusion of the Contract-Application for the provision of the banking products and services package, Annex to the Contract-Application for the current account for legal entities and similar categories, independent of the parties' will, unpredictable, uncontrollable by the parties, and impossible to remove by the parties, including, but not limited to war, natural disasters, social unrest, revolutions, embargo, financial market dysfunctions, changes in the legislation or in its interpretation, etc.

7.3. The parties will notify each other regarding the occurrence of a force majeure event within 5 calendar days from its occurrence, and in this respect they will submit a certificate issued by the Chamber of Commerce and Industry of Romania. If the force majeure event lasts more than 30 calendar days from the date on which the party unaffected by such event was informed of the occurrence of the force majeure event, as an effect, this Contract-Application is considered terminated by right without the intervention of any court of law, without further notice of delay and without any other prior judicial or extrajudicial formality.

APPENDIX 2 – GENERAL TERMS FOR THE CARD ACCEPTANCE SERVICE FOR TRADE TRANSACTIONS

1. Definitions

- **Merchant/Client** – The legal person/ related category that requests from the Bank card acceptance services by POS/ SoftPOS or E-commerce, services detailed below in the present annex.
- **The contract corresponding to the card acceptance service for trade transactions** is comprised of the Application - contract for the acceptance of the cards for trade transactions, which is enclosed to the Application - contract for the current account of legal persons and related categories, together with the General Terms of Business for Legal Persons and Related Categories, which includes the present annex dedicated to this service, which contains in its turn Instructions with regard to the acceptance of VISA and MasterCard for trade transactions (identified in the content of this annex referred to as the "contract").
- **POS** ("Electronic Funds Transfer Point of Sale") represents the physical terminal for the acceptance of cards for payment; the POS may be used for the sale of products or services and, by way of exception, for the withdrawal of cash through the Cash Back app, by using Visa, Visa Electron, MasterCard and Maestro cards (that have this service active). The POS terminals of OTP Bank România S.A. have implemented the application for payment in instalments with the title of benefit for the card holder, in accordance with the requirements of the Mastercard organization. In this respect, the Mastercard holder has the possibility to opt for the payment in instalments of the products or services acquired from the Merchant, with additional financial or operational implications for the latter.
- **SoftPOS** represents a banking application, which is installed on any Android terminal, starting from version 8, and it allows by electronic means, the take-over, processing, storage and transmission of information regarding the payment by Card, made at the points of sale, normally retail sale, of the Merchants. The application can be downloaded from the PlayStore and it is administered by the bank partner, SIBS Romania SA, addressing legal persons and the related categories (entities without legal personality). If the Merchant opts for the SoftPOS variant, 2 notices will be received: the first one on the email address from the records of the bank and the second one by SMS message containing the credentials necessary to access the application. Also, it will be sent the One-time password for the validation of the credentials. **The application will be used on the Romanian territory.**



- The **E-commerce** (secured electronic trade) represents the virtual terminal for the acceptance of the cards by internet websites.
- **Cash Back** represents the possibility of the card holder to obtain cash from the Merchant at the time when the payment is made using the POS terminal. The maximum amount that can be withdrawn in cash is RON 200.00 and it will always be accompanied by the sale transaction by card, which is highlighted separately on the receipt issued by the POS with the sum corresponding to the purchase.

2. Rights of the Bank

The Bank has the following rights:

- 2.1 To photograph on request the commercial place (inside and outside), where the payment by POS/SoftPOS follows to be accepted.
- 2.2 To refuse the implementation of the card acceptance service by POS/SoftPOS and/or E-commerce, even if the parties have signed the Application - Contract for the acceptance of the cards for trade transactions, in the following situations:
 - The Merchant did not submit all of the documents necessary to open the current account.
 - The information supplied by the Merchant (on the company/entity or its shareholders/associates/representatives) is not compliant with the reality.
 - There is negative information on the Merchant or its shareholders/associates/representatives in the national or international databases of the Visa and Mastercard organisations.
- 2.3 . For the operations of card acceptance carried out by the trade by means of the POS/SoftPOS or E-commerce, the bank will request their online authorization, irrespective of the transaction value.
- 2.4 To ask the Merchant to set up its own portal (website) to the **Full 3D Secure** standard enrolled in E-commerce by means of the Bank, in order to comply with Visa and MasterCard regulations regarding virtual transactions using cards, in accordance with the indications of the Bank processor. The internet domain of the website has to be registered under Merchant name as legal person.
- 2.5 To verify on a regular basis if the Merchant observes the Full 3 Secure standard (Verified by Visa and Mastercard Secure Code) and if the Merchant performs the trade only on the website approved by the Bank according to this contract.
- 2.6 To monitor on a daily basis the activity of acceptance of Visa and MasterCard for payment, by means of the POS/SoftPOS (including the imprinter) and E-commerce and to reject any transaction which is not valid according to the provisions of the present annex and/or the Application - contract for the acceptance of the cards for trade transactions, annex to the Application - contract for the current account of legal persons and related categories.
- 2.7 To collect fees for the banking services supplied under the conditions provided for by the present annex, as well as in the Application Contract for the acceptance of the cards for trade transactions and to modify this fees according to the terms set out at point 9 of the present annex.
- 2.8 To collect fees for the monthly administration of the POS terminals, starting from the fourth month, if the Merchant does not perform any transactions through the POS for 3 consecutive calendar months.
- 2.9 To enforce to the Merchant, if necessary, the application of some special measures to secure the operations made by card. If the Merchant refuses to enforce the requested measures, the Bank has the right to terminate the present contract, according to the terms set out at point 12 of the present annex.
- 2.10 To settle, on behalf of the Merchant, any complaint in the field of settlements by card, without undertaking nevertheless the responsibility for the outcome of its approach, namely for its acceptance or rejection.
- 2.11 To cover its potential losses caused because of the Merchant's fault, directly from the latter, through the direct debiting of any account opened in any currency by the Merchant at the bank, without any prior notice, with the consideration of the claims for repayment submitted by the banks issuing cards, in the situation in which there are some complaints formulated by the card holder or the issuing bank, in relation with the transactions between the card holder and the Merchant. In this case, the Bank has the right to carry out its own investigation with regard to these complaints.
- 2.12 To start the conventional/contractual/legal procedure for the recovery of the payment obligations of the Merchant/ Client, in case the latter does not dispose of any liquid assets in the account opened at OTP Bank România S.A. In this situation, all of the sums become payable, and if the Merchant does not dispose in its current account/s of enough liquid assets for their recovery, the Bank may proceed with the recovery of the debits, in accordance with the legal provisions in force, either through the automatic debiting of any account



opened in any currency by the Merchant at the bank, the mandate being granted inclusively to perform any currency exchange, or through the execution of the guarantees established in this respect.

2.13 To mark the identification details of the Merchant or its points of sale in the databases accessible to all of the credit institutions, in case the present contract is terminated because of the high incidence of fraudulent operations made using the POS/SoftPOS or E-commerce.

2.14 To block the settlement of the transactions considered suspicious, until the completion of the investigations necessary to establish their authenticity (of the transactions). Suspicious transactions are considered to be, without limitation:

- The transactions that lead to a sudden increase of the number and/or value registered through the POS/SoftPOS or E-commerce, by comparison with the history of the transactions made by the Merchant.
- High-value transactions made using cards issued by institutions from countries considered by the international card organizations as high risk.
- Transactions of the same high value made with the same card or different cards.

If at the end of the investigation it is confirmed that the transactions considered suspicious and not settled by the Bank have not been authorized by the card holders, the Bank will inform the Merchant about this and enforce securing measures for the operations at level of its points of sale.

2.15 To request the Merchant to establish a guarantee of operation, either on the conclusion date of the contract corresponding to this service, on in case of an increase in the incidence of declined payments by Visa or MasterCard at its points of sale, in accordance with points 5.28 of the present annex.

2.16 To amend the present annex depending on the amendments of the European or national legislation with regard to the operation and the settlement of the transactions using cards and/or on the changes in the procedures of operation enforced to the Bank by the Visa and MasterCard organizations.

2.17 To request the Merchant to accept the transactions made in instalments through the POS/SoftPOS/E-commerce application, for the clients holding MasterCard who request this. Transactions in MasterCard instalments do not have any additional financial or operational implications for the Merchant.

2.18 To withdraw/ cancel the POS/SoftPOS terminals that have not completed any transactions by card for 90 consecutive calendar days, in accordance with point 12 of the present annex. The POS/SoftPOS may be maintained in the locations of the Merchant without performing any transactions, only following a negotiation between the Bank and the Merchant with regard to the contractual conditions in which the collaboration may be continued.

2.19 The POS terminals put at the disposal of the Merchant remain permanently the property of the Bank and they may be picked up regularly for inspection or definitively if the contract is terminated or the activity of some points of sale is suspended.

3. Obligations of the Bank

The Bank undertakes the following obligations:

- 3.1 To make sure the Merchant has the possibility to open a current account for the transaction made by card, if the Merchant meets the conditions and with the appropriate observance of the requirements of the bank for the opening of a current account, and to inform the Merchant through bank statements and/or reports of the settled operations made by card, put at its disposal/ on its request.
- 3.2 To train for free, upon the deployment of the POS terminals and whenever requested, the personnel of the Merchant at level of the points of sale for the appropriation of the procedures regarding the operations made using a card.
- 3.3 To ensure the take-over of the transactions made through the POS/SoftPOS and E-commerce in the form of a file submitted by the Merchant, in order to be settled. For the transactions made using the imprinter, the Bank shall provide receipts for the sale of the type of voucher, on paper support.
- 3.4 To install the POS terminals in the locations indicated by the Merchant. On this occasion it will be signed a form regarding the Intervention of the supplier of the Bank, for the delivery-acceptance of the POS equipment.
- 3.5 To train, through its supplier, the personnel of the Merchant, with regard to the use of the POS/SoftPOS terminals for payment by Chip and Contactless cards put at disposal for the completion of the sales transactions and/or the withdrawal of cash through the Cash Back application.







- 3.6 To ensure to the Merchant, by means of the processor, the delivery of the information components of the Full 3D Secure payment function (“Verified by Visa” and “MasterCard Secure Code”) and specialty consultancy for the optimal performance of the E-commerce activity.
- 3.7 To ensure to the Merchant, by means of the processor, the verification, testing and activation in the shortest time possible of the virtual E-commerce terminal opened on the basis of the contract corresponding to this service.
- 3.8 To provide the Merchant with Instructions specific to the performance, in legal and good conditions, of the payments by card at level of its points of sale using the POS/SoftPOS and/or E-commerce. The instructions for the acceptance of the payments by card are an integral part of the present annex and they are described/ detailed below
- The acceptance of the cards for payment assumes the equipment of the physical points of sale with POS electronic terminals (“Electronic Funds Transfer Point of Sale”) or SoftPOS terminals and the existence of an accepting bank the offers to the Merchants the possibility to settle the transactions by using Visa and MasterCard. As a back-up solution to the POS, OTP Bank România S.A. can supply mechanical devices such as imprinters.
 - Cards are accepted for payment also by means of websites, through the so-called “E-commerce” service. This assumes that the Merchant must hold and administer a website, and that for the Bank the Merchant must open and process the transactions made by Visa and MasterCard through a virtual terminal connected to the internet.
 - For the physical acceptance of the cards for payment, OTP Bank România S.A. will put at the disposal of the Merchant POS terminals (including imprinters) and the consumables necessary, as well as the application for SoftPOS terminals in accordance with the provisions of the present annex and the application - contract for the acceptance of the cards for trade transactions.
 - The acceptance in the **automatic environment** of the cards through POS/SoftPOS terminals allows the acceptance for payment of the Visa and Mastercard with a **magnetic band, Chip and Contactless** that take over their data electronically. As regards the SoftPOS, it allows for payment only contactless Visa and MasterCard.
 - The acceptance in the **manual environment** (points of sale equipped with imprinters), as a back-up solution for the POS, allows only the acceptance of the cards with embossed identification elements, with their take-over by self-coping on the receipt (of the type of voucher).
 - The acceptance in the virtual environment allows the acceptance of the cards by 3D Secure applications supplied by Visa card organizations (“Verified by Visa”) and MasterCard (“MasterCard Secure Code”) by means of the bank and its processor.

A. Transactions by POS/SoftPOS (including imprinters)

- **The identification of the validity of Visa, Visa Electron, MasterCard and Maestro cards**

Security elements of the cards	CARD TYPE			
	Visa	Visa Electron	Mastercard	Maestro
Contactless optionally. Depending on the type of the card and the issuer, the Visa or MasterCard may be Contactless, allowing the performance of the transaction without requesting the PIN code, up to the maximum amount set on the POS /	X	X	X	X

SoftPOS.				
Chip. The information recorded by the chip is protected by encryption. The chip works together with the signature and the PIN code of the client to create a safer payment (for the cards equipped with a microprocessor - Chip).	X	X	X	X
The VISA logo in blue colour, on a white rectangular, with an orange triangle applied over the left arm of letter V.				
The VISA logo in blue colour, on a white rectangular, with an orange triangle applied over the left arm of letter V. Everything is framed in a box of the same blue colour as the work VISA. In the bottom part of the blue box it is written the word Electron.				
The MasterCard logo formed of two intertwined circles in colour red and orange, with the word MasterCard written underneath in colour black.				
The MAESTRO logo formed of two intertwined circles in colour blue and red, with the word Maestro written underneath in colour white. This logo appears on the right bottom corner of the card or on the back of the card.				
The string of 16 figures printed on the card and the name of the holder. The card number may be embossed (in relief) or printed (flat card).	X	X ¹	X	X ¹
The first 4 figures of the string of 16 figures printed on the card must be identical to the group of 4 figures printed in small and flat format above or under the card number.	X	X	X	
The card is signed in the space allotted for this purpose on the back side and the signature of the holder printed on the card does not present any erasure, modification or deterioration.	X	X	X	X
On the signature panel they are marked either the entire card number and the CVV2(CVC2) ² or the last 4 figures of the card and the CVV2(CVC2) .	X ²		X ²	
In the space allotted for the signature of the card holder on its back side it appears printed repeatedly, in small letters, diagonally, the word:	Visa	Electronic	Mastercard	
The presented card has international or national validity. If on the card it is specified a limited territorial validity, it shall not be accepted for payment.	X	X	X	X
The expiry date of the card (Month/Year) must be subsequent to the completed transaction. The operation may be made until the last calendar day of the month and year marked on the card.	X	X	X	X

¹ For flat cards the card number may have between 12 and 19 characters.

²**CVV2 (CVC2)** is a verification value formed of 3 figures, generated solely for each card, which appears on the signature panel of the card.



➤ **The mandatory elements that must be marked on the receipt**

The mandatory elements that must appear legibly on the receipt	POS/SoftPOS	Imprinter
The number of the terminal and the name of the Merchant where the sales transaction is completed	Automatically	By take-over from the imprinter plate
The number of the card used in the sales transaction	Automatically	By take-over only from the embossed card
The expiry date of the card	Automatically	By take-over only from the embossed card
The identification details of the seller	Not applicable	To be marked manually in the right upper part of the receipt
The date on which the transaction is completed	Automatically	To be marked manually on the receipt
The authorization code of the transaction	Automatically	The authorization code received by telephone from the Authorization Centre will be marked manually on the receipt
The amount in RON paid by the client	Automatically or manually	The value will be marked manually
The signature of the card holder applied on the receipt must be identical to the one from the back side of the card and it must be verified by the Merchant	Manually, for transaction through the magnetic band of the card. Not applicable to transactions by CHIP or Contactless cards	Manually

➤ **Stages of a trade transaction made by Cards through the POS/SOFTPOS/imprinter**

Operations made for a sales transaction by card	POS	SoftPOS	Imprinter



Filling in the receipt with: The terminal number, card number, expiry date.	Automatically, through the reading of the card by the POS	Automatically, through the reading of the card by the SoftPOS	They are taken manually from the card by using the imprinter
Filling in the receipt with the amount and date of the transaction.	Manually, by typing the amount on the POS; Automatically, in case the POS is connected with the Cash Register	Manually, by typing the amount on the SoftPOS; Automatically, in case the SoftPOS is connected with the Cash Register	They are marked manually on the receipt
Obtaining the authorization for the sale transaction	Automatically, by the client typing the PIN code	Automatically, by the client typing the PIN code	By telephone at the Voice Authorization Centre
Marking the authorization code on the receipts, in case the transaction is approved by the issuing bank.	Automatically. The message APPROVED on the POS and the receipt	Automatically. The message APPROVED on the SoftPOS and the electronic receipt	The code will be marked manually on the receipt
Obtaining the client's signature on the receipt	Manually		Manually
Comparing the client's signature from the receipt with the one from the back side of the card	Visually	N/A	Visually
The transmission of the sales transactions for settlement	Settlement on the POS within maximum 5 calendar days	The settlement is automatic	The submission of the sales receipts to the Bank, within 5 calendar days

- **The submission for settlement purposes to the Bank of the documents drawn up by using the imprinter**

Following the completion of a sale by card using the imprinter, the Merchant retains the copies one and three (merchant copy and bank copy) of the model receipt. Model receipts will be grouped into two identical packages that contain the copies no. three (bank copy - intended for the bank) and one (that are retained by the merchant constituting documents of primary record).

The packages that contain the copies no. three (bank copy) are delivered to the territorial unit of OTP Bank România S.A., in an interval of maximum 5 calendar days from the effective date of the transaction. The delivery is performed in packages of maximum 40 receipts centralized in a summary drawn up in two copies comprising: the number of documents, their cumulated value in RON, the delivery date, the signature of the merchant's representative. The documents of **the sale** generated by Visa and Mastercard are centralized on the same summary.

ATTENTION: In the left part of the centralizer they will be printed mechanically (with the help of the imprinter) the data from the identification plate of the point of sale and it will be marked in clear the denomination of the merchant and the point of sale.



➤ **Cancellation of a sales transaction by card**

- A. As regards the POS/SoftPOS it will be used the function of **Cancellation of the transaction from the terminal or Refund**, but only until the operation of daily closure (“**Settlement**”). After this operation of daily closure, the transaction at level of POS terminal cannot be cancelled anymore and the Bank will have to be contacted.
- B. In case of transactions made through the imprinter, the Voice Authorization Centre will be contacted by telephone, in order to cancel the authorization code obtained in prior.

The cancellation of a transaction of sale may appear following a trading error or human decision (e.g., the introduction of a wrong value of the transaction, the client gives up the transaction, the client refuses to sign the receipt, etc.).

➤ **Reversal of a sales transaction by card**

If the Merchant accepts, on the request of a card holder, the partial or total reimbursement of an amount already collected in the current account, operation made using the POS (including the imprinter) or the SoftPOS, the Merchant will send to the Bank a written request (notice or email), with the supporting documents that can help identify the transaction by card to be reimbursed.

B Transactions by E-commerce

➤ **Identification of the validity of Visa, Visa Electron, MasterCard and Maestro**

➤ **The validity of the cards in the E-commerce transactions is made automatically by the authorization system of the Visa and MasterCard organizations, at 3D Secure standard, after the introduction of their details on the website by the holders (card number, expiry date, holder’s name, CVV or CVC security code, 3D Secure password, transaction amount, etc.).**

➤ **The mandatory elements that must be marked on the documents of the sale by E-commerce**

After the introduction of the card details by the holders, the transactions follow to be authorized by the issuing banks through the automatic take-over of the identification details of the Merchant (terminal number, name), MCC code, payment details, etc.

➤ **Stages of a trade transaction made using the card**

After the holders enter the card details, and after the automatic take-over of the identification details of the Merchant, the transactions are sent for authorization automatically by means of the Visa and/or MasterCard organizations to the issuing banks. Their automatic response by which the transactions through the said cards are approved or rejected is sent to the card holders and the Merchant.

The E-commerce terminals opened by OTP Bank România S.A. will be set up as standard in accordance with the Full 3D Secure provisions of Visa (“Verified by Visa”) and MasterCard (“Mastercard Secure Code”).

The Merchant has the obligation to ensure the primary monitoring of the E-commerce transactions made using a bank card, on own website, before being sent to the Bank for authorization purposes. Suspicious situations of the type: repeated and successive transactions from the same IP address, several transactions failed from the same IP address, etc. will be denied by the Merchant at website level, without sending them anymore to the Bank for authorization.

➤ **Cancellation of a sales transaction by E-commerce**

If the Merchant wishes to cancel a transaction made by E-commerce which has not been settled yet, the Merchant will contact the Bank processor/ or the bank in order to cancel the said operation.

➤ **Reversal of a sales transaction by E-commerce**



If the Merchant accepts, on the request of a card holder, the partial or total reimbursement of an amount already collected in its current account as an operation made by E-commerce, the Merchant will send to the Bank a written request (notice or email), with the supporting documents that can help identify the transaction by card to be reimbursed.

For the transactions made using the POS/SoftPOS, the present instructions shall be supplemented by the POS User's manual put at the disposal of the Merchant upon the deployment of the terminal in the point of sale by Visa and MasterCard.

For the transactions by E-commerce, the present instructions will be supplemented by the Instructions for work put at the disposal of the Merchant by the Bank Processor, depending on the specificity of the products/ services sold by the Merchant through its own website.

- 3.9 To ensure the processing and settlement of the POS/SoftPOS and/or E-commerce transactions within the term agreed with and mentioned in the present annex and/or in the Application - contract for the acceptance of the cards for trade transactions.
- 3.10 To inform the Merchant about the complaints received from the issuing banks, with regard to the POS/SoftPOS and/or E-commerce transactions made by Visa or Mastercard at its points of sale and to request supporting documents (POS/SoftPOS receipts, invoices, bills, etc.) to clarify/ settle these complaints.
- 3.11 To keep confidential, according to the law, the operations made by the Merchant through the Bank with Visa and MasterCard using the POS/SoftPOS terminals (including the imprinter) and E-commerce, put at disposal on the basis of the present annex and/or the Application - contract for the acceptance of the cards for trade transactions.
- 3.12 To notify in writing the Merchant it is necessary to submit a guarantee for operation following the increase in the incidence of denied payments by card or in the number of suspicious transactions in accordance with point 5.28 of the present annex.
- 3.13 To inform the Merchant after the execution of the payment transactions by card, about the reference that allows them (the Merchant) to identify the transaction, the value of the payment transaction in the currency in which the Merchant's accounts is credited and the value of any fees for the payment transaction by card, indicating separately the fee charged by the bank and the value of the interchange fee, according to the terms and conditions of the present annex and/or the Application - contract for the acceptance of the cards for trade transactions.

4. Rights of the Merchant

The Merchant has the following rights:

- 4.1 To have permanent access to the authorization system for transactions by Visa and MasterCard put at disposal by the Bank, for transactions made using POS/SoftPOS terminals, imprinters and E-commerce, with the observance of the corresponding terms and conditions/ obligations.
- 4.2 To use the information components of the **Full 3D Secure** payment function ("Verified by Visa" and "MasterCard Secure Code") and to receive the specialty support for E-commerce (secured electronic trade), supplied by the Bank by means of its processor).
- 4.3 To request and receive instructions from the Bank, in all of the cases, including in the situation in which they have doubts with regard to the authenticity of a payment card or a transaction initiated at one of its physical or virtual points of sale, but with the obligation to not complete the transaction/ operation before receiving a response from the Bank regarding the approval or the rejection of the said transaction.
- 4.4 To benefit on the dates established in the present annex and/or the Application - contract for the acceptance of the cards for trade transactions, from the sums representing the consideration of the supplied products/ services, minus the fees for the processing of the transactions by card, fees provided for by the present annex and/or the Application - contract for the acceptance of the cards for trade transactions.
- 4.5 To request the Bank to renegotiate the fees for the processing of the transactions by card through the POS/SoftPOS and/or E-commerce, but only earlier than 3 months from the activation date of the first physical or virtual point of sale, and only if the volume and the value of the transactions made through the Bank justify the request.



- 4.6 To benefit from the part of the OTP Bank România S.A. from the equipment which is adequate for the operations made using cards, instructions on the operation using the POS (including the imprinter) and E-commerce.
- 4.7 To request from the Bank reports of the POS/SoftPOS and /or E-commerce transactions settled by the bank.

5. Obligations of the Merchant regarding the use of the POS/SOFTPOS/E-Commerce

- 5.1 To supply through the Application - contract for the acceptance of the cards for trade transactions, complete and correct information on the company/entity, shareholders/ associates/ representatives, websites held and the commercial activity carried out and to inform the Bank about the changes in the registered office, points of sale, websites or correspondence address, changes in the share capital structure, the representatives of the company or the commercial activity carried out, occurred after the conclusion of the application - contract.
- 5.2 To allow the representatives of the Bank to photograph the point of sale (inside and outside), where the payments by card through the POS/SoftPOS terminals (including imprinters) are to be made.
- 5.3 To supply to the Bank the identification details of its points of sale, through the Application - contract for the acceptance of the cards for trade transactions, for each point of sale and POS/ SoftPOS/ E-commerce terminal put at disposal by the Bank, in view of its enrolment in the system of payments by card. As regards the SoftPOS, the telephone number of the Android terminal corresponding to each point of sale is mandatory.
- 5.4 To use the POS equipment in places protected from humidity, collisions, injuries, theft.
- 5.5 To open a current account in RON at OTP Bank România S.A., to perform the sales operations through the POS/ SoftPOS/ E-commerce (including imprinters).
- 5.6 To honour valid cards of the type of those specified by the Bank, presented by its clients, for the purchase of goods and/or services, at prices identical to those applied in case of transactions using cash, for similar products and/or services.
- 5.7 To accept the payment in instalments on the POS/SoftPOS/E-commerce terminal, for the clients holding MasterCard who request this. The acceptance of MasterCard transactions in instalments does not have any additional financial or operational implications for the Merchant.
- 5.8 To follow the procedures for the identification of the card holder and for the verification of the card validity, according to the Instructions put at disposal by the Bank. For the POS transactions by Visa or MasterCard provided only with a magnetic bank (without Chip or Contactless), it shall be requested mandatorily the signature on the sales receipt and it will be compared with the one from the back side of the card.
- 5.9 To accept, upon the written request of the Bank and/or the Bank processor, the enforcement of some securing measures for the transactions at level of their points of sale/ websites equipped with POS/SoftPOS/E-commerce, in case of an increase in the number and value of the denied payments by card through the said terminals.
- 5.10 To use the POS terminal in accordance with the provisions of the present annex, to keep the terminal in good conditions and to take all of the necessary measures for its protection. The Merchant has the obligation to return to the Bank the POS terminals on its request or upon the termination of the activity or the present service put at disposal by the bank.
- 5.11 To pay to the bank some fees for the monthly administration of the POS terminals, starting from the fourth month, if the Merchant does not perform any transactions through the POS for 3 consecutive calendar months.
- 5.12 To pay to the Bank damages in value of maximum EUR 200.00 per POS, plus VAT, as the case may be, for the situations in which they occur any deteriorations, thefts, denials or the impossibility to return the equipment on the request of the Bank. The damages will be paid in RON, according to the exchange rate published by the National Bank of Romania on the issuance date of the invoice by the Bank, by debiting the current account or the guarantee account of the Merchant.
- 5.13 To inform the Bank in the shortest time possible, about the POS/SoftPOS/E-commerce transactions that have not been settled within the term provided for by the present annex and/or in the Application - Contract for the acceptance of the cards for trade transactions.
- 5.14 To keep confidential the data from the present annex and the Application - Contract for the acceptance of the cards for trade transactions, regarding the operations by POS/SoftPOS/E-commerce, of the data comprised by the instructions supplied by the Bank or the specialized partner of the Bank, regarding the activity of electronic trade, as well as of any data/information received/ registered in relation with the transactions carried



out, the card holders, etc. The Merchant has the obligation to send in copy to the Bank the receipts/ electronic receipts of the POS/SoftPOS/E-commerce, the voucher-type receipts (the case of the imprinter), invoices, bills and any supporting documents that can justify the lawfulness and correctness of the transactions by card, within 3 working days from the written request of the Bank (by letter with acknowledgement of receipt or electronic mail).

- 5.15 To request the Bank by telephone call to the Help Desk for Merchant Support at 0215282612, to supply paper rolls for the POS or receipts for the imprinter, before the existing stock ends. The responsibility regarding the request for POS consumables rests with the Merchant, the Bank having the obligation to supply them in maximum 3 working days from the request.
- 5.16 The Merchant has the obligation to close the cycle of transactions according to the provisions from point 6.4. Transaction settlement from the present document.
- 5.17 To hold a registered office in Romania.
- 5.18 To obtain the internet domain from an authorized institution in Romania, in case of E-commerce. The change in the domain or the extension of the scope of business online, with the maintenance of the acceptance of cards by E-commerce must be communicated to the Bank and approved in prior by the latter. The change in the domain or the trading on websites not approved in prior by the bank represent a severe violation of the present annex and the application - contract and it will lead to the immediate suspension of the E-commerce service for the Merchant.
- 5.19 To specify on own website, in case of E-commerce:
 - in a clear manner the legal and commercial name of the company/ entity, the address, the contact details (telephone and email), the details of registration with the trade register, the traded products/ services, the financial conditions in which they are offered (the price, the payment method, the delivery time and the delivery/ transportation method), the conditions in which the products can be returned, in which it can be reimbursed the cost of the services that do not meet the expectations of the card holders; details on personal data processing, the National Authority for Consumer Protection, etc.
 - the type of bank cards accepted, together with the logos “Verified by Visa” and “MasterCard Secure Code”, without violating through this obligation the right of the Merchant to accept other instruments as well for payment by card, issued by other schemes of payment and/or according to the conventions concluded by the Merchant with other credit institutions/ suppliers of payment services.
- 5.20 To integrate in the information applications used for E-commerce operations, the components of the payment function secured with Full 3D Secure cards, requested by the Visa and MasterCard organisations, solution supplied by the specialised processor of the Bank, before starting to accept cards as a means of payment
- 5.21 To ensure the **primary monitoring** of the E-commerce transactions made using a bank card, on own website, before being sent to the Bank for authorization purposes. Suspicious situations of the type: repeated and successive transactions from the same IP address, several transactions failed from the same IP address, etc. will be denied by the Merchant at website level, without sending them anymore to the Bank for authorization.
- 5.22 To not confirm to the card holders as completed payments the transactions considered suspicious, before receiving the consent of the Bank, according to point **2. Rights of the Bank**, subpoint 2.13. The failure to comply with this clause requires the Trader to incur the losses occurred from the said E-commerce transactions.
- 5.23 To not modify throughout the implementation of this service, the standard conditions of access of the card holders to the goods/services offered online, communicated to the Bank and its processor.
- 5.24 To allow the Bank representatives and the processor to access its registered office to verify the information system used to accept cards online and to observe the conditions enforced by the Full 3D Secure standard of the card organizations.
- 5.25 To inform the Bank about the opening of some new virtual points of sale or change in the existing one, which it wishes to enrol in the Full 3D Secure system, to accept the cards for payment through E-commerce transactions.
- 5.26 To observe the legislation in force with regard to the products and services traded online and the regime of payment instruments, to fulfil precisely and in a timely manner the obligations undertaken towards its client who holds a card, about the delivery of the goods/ supply of the service initially established.
- 5.27 To not undertake any action to find, store or transmit to third parties the card details (card number, expiry date, etc.).



- 5.28 To not carry out any E-commerce transactions on the websites having as object the sale of pornographic images or materials, gambling games (bets), the sale of firearms or narcotic substances, and/ or any other activity forbidden on the Romanian territory.
- 5.29 To open, on the request of the Bank, a guarantee/ deposit account and to establish under the conditions provided for by point **7. Guarantees of operation**, a guarantee contract on it, at the level and under the conditions requested by the Bank (deposit in RON blocked from debiting), in the following situations:
- In case of an increase in the incidence of denied payments or suspicious transactions by Visa or Mastercard at its points of sale.
 - The Merchant opens a significant number of new points of sale.
 - The volume of transactions by card increases in an emphasized manner.
 - In other situations considered grounded by the Bank to guarantee any obligations of payment towards the Bank, under the conditions provided for by the present annex. .
- 5.30 To compensate the Bank for any losses or expenses resulted from the denied payments with cards remitted by the issuing banks or the card holder, if these amounts cannot be recovered from its current or guarantee account;
- 5.31 To not carry out the activity of acceptance of the cards for payment online, in the account of another merchant.
- 5.32 To not process any transactions for the acceptance of cards by means of another I.P.S.P. (Internet Payment Service Provider), unless with the written consent of the Bank and only after the said I.P.S.P. has concluded a technical contract for processing with the processor OTP Bank România S.A.

6. Currency of the documents on sales and the settlement of transactions

- 6.1 For transactions made by card, the Merchant will draw up the receipts and the documents on sales exclusively in RON by means of the POS/SoftPOS and/or E-commerce. The same condition applies to the imprinter.
- 6.2 The Bank will return to the Merchant within the term stipulated in the Contract, the consideration in RON of the transactions made by card at its points of sale by using the POS/SoftPOS or E-commerce, retaining the fees for the processing of the transactions mentioned in the present annex and/or in the Application - Contract for the acceptance of the cards for trade transactions.
- 6.3 The financial conditions established in the present annex and/or in the Application - Contract for the acceptance of the cards for trade transactions are valid for all of the points of work opened by the Merchant and approved by the Bank.
- 6.4 In case of POS/SoftPOS terminals, the transactions are authorized online during the operations performed using cards. In order to collect the transactions by means of Visa and MasterCard, the Merchant has the obligation to perform the operation of daily closure on the POS terminals (the so-called "Settlement"; in case of the SoftPOS, it is performed automatically), according to the instructions put at disposal by the Bank, but not later than 5 calendar days from the transactions made using cards. The exceedance of this term can lead to losing the consideration of the POS transactions not presented within the term for settlement, according to the regulations in force of the Visa and MasterCard organizations.
- 6.5 On the E-commerce terminal, the Merchant has the obligation to close the cycle of E-commerce transactions ("Sales Completion") from a computer point of view, in order to send for settlement the completed virtual transactions made by card, respectively the Merchant shall ensure at the processor the confirmation of the authorized E-commerce transactions, after the delivery of the products/ supply of the services ordered by the clients holding cards. The Merchant has the obligation to send physically to the Bank the receipts of the sales for which it was used the imprinter (vouchers) corresponding to the transactions authorized by telephone, within maximum 5 calendar days from their completion. The failure to submit to the Bank within the indicated term the receipts of sales completed using the imprinter is likely to cause the loss of the said collections made by means of cards according to the international regulations of Visa and MasterCard organizations.
- 6.6 Particularities related to the contactless technology and transactions by means of the POS/SoftPOS:
- Contactless transactions with the POS/SoftPOS provided by the OTP Bank România SA will be made for sums under RON 100.00, without being necessary to type the PIN code. For transactions higher then RON



100.00, the POS/SoftPOS terminal will request the PIN code, or if the issuing bank of the card involved in a transaction requests so, through the specific messages during the transaction

- For the POS transactions by Visa or MasterCard provided only with a magnetic bank (without Chip or Contactless), it shall be requested the signature on the sales receipt and it will be compared with the one from the back side of the card.

6.7 Particularities related to the MasterCard programme of payment in instalment by means of the POS

- The POS terminals of OTP Bank România S.A. use an application for payment in instalments with the title of benefit for MasterCard holders. In this respect, the MasterCard holder has the possibility to choose to pay in instalments the acquired products or services.

6.8 As a back-up solution to the POS/SoftPOS (in case of their temporary downtime), the Bank may put at the disposal of the Merchant some mechanical terminals such as the imprinter. These devices may be used only for transactions completed with embossed cards. The transactions are authorized by telephone at the Voice Authorization Centre, which works as a connection between the issuing banks, the accepting banks and the card users.

6.9 In case of transactions made using the imprinter, the Merchant will submit mandatorily to the Bank all of the model receipts (vouchers) issued through the imprinter within maximum 5 calendar days from the date on which the transactions have been authorized on the telephone. The Bank reserves the right to reject from payment any model receipt (voucher) if it has not been drawn up and it does not comply with the provisions of the point 6.12 of the present annex.

6.10 When the model receipts on paper support (vouchers) are submitted to the Bank or when the POS/SoftPOS files are sent for settlement, the Merchant guarantees on own responsibility the following:

- The lawfulness and truthfulness of the operations.
- The proper issuance of the receipts by means of the imprinter (only in case of the POS)
- The supply of the goods and/or the provisions of the services to the card holders at the value marked on the receipt, that does not exceed the value of their payment in cash.
- The PIN code has been typed on the POS for a Chip card, except for the Contactless transaction under the value of RON 100.00.
- Use of a single model receipt or POS operation for a transaction with a card. (only for the POS, for the Soft POS the receipt is electronic)

6.11 The transactions made using E-commerce are authorized online during the operations performed using cards. To collect the transactions made using Visa and MasterCard, the Merchant has the obligation to perform the daily closure using E-commerce (the so-called "Sales Completion"), according to the technical indications received from the Bank processor. If the Merchant wishes to cancel a transaction made by E-commerce which has not been settled yet, the Merchant will contact the Bank processor/ or the bank in order to cancel the operation.

6.12 Upon the transmission of the E-commerce transactions for settlement purposes, the Merchant guarantees on own responsibility the following:

- The lawfulness and truthfulness of the operations sent for settlement.
- The delivery of the products and/or services to the card users, at the value communicated and accepted by them.
- The existence and lawfulness of some documents regarding the shipping of the products or the provision of the services (invoices, goods accompanying notices, acceptance documents, electronic evidence for software and application downloading, etc.) by the buyers holding cards. These documents must be archived in order to be sent to the Bank within 3 working days from its written request, if they are denied any payments by card on the name of the Merchant

6.13 The settlement terms for the transactions made by Visa and MasterCard, using the POS/SoftPOS, the imprinters and E-commerce, are mentioned below:



Terminal type	Settlement term for transactions by Visa and MasterCard
POS/SoftPOS	1 working day from the daily closure on the terminal through the operation of "Settlement"
Imprinter	5 working days from the submission of the receipt to the Bank unit
E-commerce	1 working day from the daily closure on the virtual terminal through the "Sales Completion"

- 6.14 No payment is considered completed in the period in which it can be subject to a request for repayment submitted by the issuing bank of the card. If there are any complaints formulated by the card holder or the issuing bank, that could not be clarified/ settled by the Merchant, on the basis of the supporting documents supplied upon the written request of the Bank, OTP Bank România S.A. has the right to cover the potential losses/ prejudices generated by these refusals from payment and/or by the Merchant, directly from the latter, by debiting the current account or the guarantee account opened to cover denied payments by Visa and MasterCard, with the prior notification of the Merchant.
- 6.15 If the Merchant is temporarily out of liquid assets in the current account, the Merchant authorized the Bank to debit any of their accounts opened at OTP Bank România S.A., including the accounts opened in a foreign currency (performing the corresponding currency exchange), with the consideration of the denied payments by card, as well as/ or to execute the guarantee established in favour of the bank, under the conditions undertaken in the content of the concluded mortgage contract.
- 6.16 If the Merchant does not have any liquid assets in any of the accounts, the Bank will notify the Merchant to cover the debit within 3 working days, with the enforcement of the legal actions, as the case may be.
- 6.17 The Merchant will keep for 18 months the documents on paper or electronic support with regard to the sales made by Visa and MasterCard through the POS/SoftPOS (including the imprinter) or E-commerce. In this period the Merchant has the obligation to put at the disposal of OTP Bank România S.A., within 3 working days from the written request of the Bank (by letter with acknowledgement of receipt or electronic mail) a copy of these sales documents, as well as of any primary documents (invoices, bills, hotel registers, etc.), that can support the lawfulness and correctness of the transactions, the shipment of the products/ supply of the said services, for the purpose of solving the disputes that appeared with the banks issuing cards.
- 6.18 If the Merchant fails to submit to the Bank the documents relative to the sales for which they have been used cards within maximum 3 working days, the Bank is entitled to debit automatically the current account, the guarantee account or any other accounts held by the Merchant at OTP Bank România S.A., in case of a denied payment regarding the said transactions.

7. Guarantees for operation

7.1 The Bank may request the submission of a guarantee for operation/ establishment of a collateral bank deposit and a mortgage contract on it, or the increase of the existing one to a level established according to the number of points of sale through the POS/SoftPOS and/or E-commerce and the activity object of each point of sale, in accordance with point 5.28 of the present annex. If the Bank will request an initial guarantee for operation, its level will be of minimum 10% of the monthly minimum turnover agreed through all of the terminals put at the disposal of the Merchant. The guarantee will be established under a Mortgage Contract in favour of the Bank, on the collateral bank deposit constituted by the Merchant, to cover the denied payments initiated on their name, as well as to guarantee any obligations of payment towards the Bank, under the conditions provided for by the present annex. The Merchant will submit the guarantee for operation/ establish the bank deposit and they will conclude a mortgage contract on it, to the benefit of the bank, within maximum 10 working days from the notification of the Bank in writing. If this obligation is not fulfilled, the Bank may suspend the settlement of the transactions without the automatic termination of the application - contract. X The initial guarantee of operation is established at RON 0.00

7.2 The bank deposit may be cleared upon the request of the Merchant, and the liquid assets from the deposit will be put at the disposal of the Merchant within 30 working days, only after the termination of this



service and only after the integral coverage of the denied payments by card initiated on their name and/or the coverage of any payment obligations owed by the Merchant to the Bank, under the conditions provided for by the present annex and the Application - contract for the acceptance of the cards for trade transactions.

7.3 If the activity is suspended only for certain points of sale, the Bank may modify the value of the guarantee established in prior/ initially, depending on the authorized/ active points of sale.

8 E-commerce implementation

8.1 The Merchant has taken knowledge of the fact that in order to obtain the enrolment in the system of payments with cards through the E-commerce of Visa and MasterCard organization, they must own a functional and public website on the completion date of the **APPLICATION - CONTRACT** for the acceptance of the cards for trade transactions.

8.2 The Merchant has taken knowledge of the standard conditions of access of the card holders to their websites, that is "**Full 3D Secure**". The virtual terminal opened by the Bank will be set to the standards enforced by Visa and MasterCard, for the security protocols "Verified by Visa" and "MasterCard Secure Code", and the cards that will access their websites will have to be enrolled and activated according to the standards enforced by Visa and MasterCard, for the security protocols "Verified by Visa" and "Mastercard Secure Code", respectively at "Full 3D Secure" level.

8.3 The Bank will supply by means of its processor, the information components of the payment functions of Visa ("Verified by Visa") and MasterCard ("MasterCard Secure Code"), within maximum 3 working days from the conclusion of the contract.

8.4 The Merchant will confirm to the Bank by email that they have received in full and they have tested in their own system the information components from the authorized processors of OTP Bank România S.A.

9 Fees

9.1 In order to accept Visa and MasterCard for payment through the POS/SoftPOS and/or E-commerce, the Bank will perceive the following types of fees:

- Percentage fees for the processing of the transactions by cards, depending on the types of cards implied in transactions.
- Fees for the implementation of the POS/SoftPOS and E-commerce, that will be retained from the opening of the terminals in the systems of payment with Visa and MasterCard.
- Monthly fees for the administration of the POS/ SoftPOS and E-commerce, depending on the type and the number of terminals.

9.2 The value of the fees charged is established in the "Application - Contract for the acceptance of the cards for trade transactions".

9.3 The percentage fee for the processing of the transactions by cards is calculated as follows:

Processing fee = Interchange fee + Payment scheme cost (Visa/MasterCard) + Cost charged by the Bank, where:

The interchange fee has the value:

- 0.20% for the debit cards and 0.30% for the credit cards issued in the European Union **for natural persons**; these percentages may vary in case of cards issued in other regions
- between 1.65% and 2% for the cards issued **for legal persons**, depending on the type of the card (Business/ Corporate/ Commercial), the card organisation - Visa or MasterCard - under the logo of which the card is issued, the scope of business in which it is applied; for the Oil sectors and the collection of taxes and fees they are applied different fees depending on the organization.

Payment scheme cost (Visa/MasterCard): it can vary depending on the payment organisation, the value and the number of accepted transactions.

Cost charged by the Bank: it includes the costs for supplying the service of acceptance of merchants and the internal processing costs of the Bank related to this service. This element is variable in the total cost, being the difference between the **total value of the transaction fee** (Fee for the processing of the transactions made using cards) and the first two elements mentioned (**interchanging fee** and **payment scheme cost**).



- 9.4 The Bank reserves its right to modify the level of the fees applied to the POS/ SoftPOS and/or E-commerce depending on the changes enforced by the national legislation, European legislation or the regulations of the card organisations Visa and MasterCard, or at the initiative of the bank, with the obligation to inform in writing the Merchant at the address of their registered office, with 30 calendar days before the entry into force of the new fees, if the changes enforced allow the observance of this term. Through the written notification of the Bank and/ or the conclusion of an addendum to the Application - contract for the acceptance of the cards for trade transactions, the Merchant confirms its consent and they waive any complaint and subsequent defense with regard to the increase in the level of the corresponding fees. The Merchant expresses their consent to receive from the Bank, by means of a bank statement, the information related to the interchange fee and the fee for bank services corresponding to the transactions made using the terminal put at disposal by OTP Bank România S.A.
- 9.5 The Merchant understands completely and agrees, in relation with the completion of an individual transaction with the card, that the information which allows the identification of the transaction, the value and/or the value of the applied fees, may be supplied or put at disposal regularly by the Bank by means of a bank statement.
- 9.6 The accepting Merchant declares expressly that the Bank may group the information supplied on the transactions made using cards according to the mark, sum, application, categories of instruments of payment and instalments of the interchanging fees applicable to each operation.
- 9.7 Also, the Merchant agrees to pay to the Bank the same percentage fee for the processing of the transactions through the debit or credit cards issued for natural persons, irrespective of the mark of the card, and a different percentage fee for the processing of the transactions through the cards issued for legal persons.

10 Penalties

10.1 If the Bank has to recover from the Merchant amounts owed by the latter following:

- The subsequent refusals from payment received by the Bank from the banks that issued the cards.
- Damages for equipment
- Fees for equipment or services put at the disposal of the Merchant
- Other amounts owed to the Bank in accordance with the provisions of the present contract.

The Merchant will compensate OTP Bank România S.A. for any losses, expenses, risks incurred by the Bank resulted from the potential complaints made by the card holders regarding the transactions between them and the Merchant. The obligation to prove that the debiting of the account of the card holder has been made with the consent of the latter rests with the Merchant through the PIN code typed to perform the transaction with a CHIP card on the POS/ SoftPOS or through the Full 3D Secure code to perform the transaction by E-commerce or through the signature obtained on the receipt issued by the imprinter or through the EFTPOS using only the magnetic band.

10.2 In order to recover the amounts owed, the Bank will debit the current account (accounts) irrespective of their currency and/or the guarantee account of the Merchant, with the value to be recovered/ owed to the bank. If the Merchant does not dispose in its current account (accounts) or guarantee account for operations of acceptance of cards of sufficient liquid assets, the Bank will notify the debiting Merchant in writing about the amounts owed, asking the latter to come to the Bank in order to settle the situation.

10.3 If the Merchant fails to appear at the bank or it does not regulate the debit within maximum three working days from the acceptance of the notice, the Bank will apply for the recovery of the debt some amicable and/or legal measures, as the case may be.

11 Contract termination

11.1 The contract corresponding to the service of acceptance of Visa and MasterCard for payment through the terminals **POS/SoftPOS** or the virtual acceptance of the cards through **E-commerce** (electronic trade) may be denounced anytime at the initiative of any party, through a written notice sent to the other party, with a prior notice of 30 calendar days before the termination.



- 11.2 The denunciation does not exempt the parties from the obligations they have according to the contract, until the fulfilment of all of the obligations undertaken. After the expiry of the 30 calendar days, the Merchant is no longer authorized to perform any transaction through the terminals of OTP Bank România S.A.
- 11.3 The contract may end as well in case of force majeure, according to point 13.3 of the present annex.
- 11.4 The Bank may terminate the contract unilaterally if the Merchant does not perform for 90 consecutive calendar days any operation of acceptance of cards in all of its points of sale equipped with the POS/SoftPOS or E-commerce. The termination intervenes automatically, without being necessary any other formality in this respect.
- 11.5 The Bank may suspend the authorization, the processing of the transactions only for certain points of sale (without terminating the contract) if for 90 consecutive calendar days the Merchant does not accept any cards in the said points of sale, nor it has requested in writing to keep the equipment for payment by card in the locations without activity by card.
- 11.6 The Bank may also terminate immediately the contract or it may suspend the activity only for certain points of sale, without a written prior notice and by picking up the POS equipment (including the imprinter) and blocking the E-commerce/SoftPOS terminals, in the following cases:
- The failure of the Merchant to observe the contractual clauses (including the failure to establish within the term and according to the level stipulated by the bank the guarantee for operation) or the instructions for operation put at disposal by the bank.
 - The identification of a high percentage of suspicious or fraudulent operations as they are defined by the card organisations Visa and MasterCard, by reference to the volume of operations by card carried out by the Merchant at level of its points of sale.
 - The existence of an official document/ information regarding the termination of the Merchant's activity.
 - The insolvency of the Merchant, judicial restructuring, establishment of some enforcement measures on its accounts and/or patrimony.
 - For security reasons, the bank may suspend temporarily or definitively, without termination of the contract, the activity of some points of sale.
 - The sudden increase in the number and/or the value of the transactions made by means of the POS/ SoftPOS and/or E-commerce, compared with the history of the transactions by cards completed through the Bank.
 - The trading by the Merchant of the products or services forbidden by the Romanian law or the international legislation in the field.
 - The change in the internet domain, the products and services traded, the trading or the dynamic (adaptive) routing of the operations on the websites not approved in prior by the bank represents a severe violation of the contract and it will lead to the immediate suspension of the E-commerce service for the Merchant.
 - In other situations considered grounded by the Bank
- 11.7 In case of termination of the contract or the suspension of the activity only for certain points of sale, the parties remain liable for the completion of the operations in progress on the termination or suspension date.
- 11.8 The termination of the contract or the suspension of the activity of some points of sale does not exempt the Merchant from the obligation to reimburse to the Bank the value of some transactions, if any bank issuing Visa or MasterCard cards denies some operations by card initiated by the Merchant before the termination date of the contract or the suspension date of the activity of some points of sale.
- 11.9 The Bank has the right to block in the current account and/or the guarantee account of the Merchant the value of the transactions in litigation at the time when the contract is terminated or the activity of certain points of sales suspended and/or to debit these accounts according to the provisions of the present contract and/or the guarantee contract established.
- 11.10 If the activity is suspended only for certain points of sale, the Bank may modify the value of the guarantee established in prior/ initially, depending on the authorized/ active points of sale.

12 General and final provisions

- 12.1 The Merchant recognizes the right of the Bank to bring unilateral changes to the contract, through a notice sent to the Merchant depending on the following conditions:
- Depending on the improvements, developments, procedures of operation and/or processing enforced to the Bank by Visa and MasterCard organization and/or depending on the amendments of the European or national legislation with regard to the operation and settlement of the transactions by cards.



- Depending on the changes enforced by the national and/ or European legislation or the changes in the regulations of Visa and MasterCard organizations, related to the fees applicable in the transactions by cards in accordance with point 9 of the present annex
 - Depending on the modification of the level of the fees applied to the POS / SoftPOS and/or E-commerce at the initiative of the bank
- 12.2 Any other amendments of the contract will be made in an Addendum agreed with and signed by the parties.
- 12.3 The force majeure exempts from its liability the party who invokes it under the law. By force majeure they are understood any events that are independent from the will of the parties, unforeseeable, unavoidable, that impede the parties from fulfilling their contractual obligations. The party who invokes the force majeure has the obligation to notify the other party about its occurrence, within 3 calendar days from its occurrence, followed by the remission of the certificate of force majeure issued by the Romanian Chamber of Commerce and Industry within 15 calendar days from the same date.
- 12.4. The service of acceptance of Visa and MasterCard cards for payment through the terminals POS/ SoftPOS or the virtual acceptance of the cards through E-commerce (electronic trade), contracted by the client through the Application - Contract for the acceptance of the cards for trade transactions, Annex to the Application - Contract for a current account for legal persons and related categories and the present annex, comes into force on the date when the approval is received from the Bank at the email address mentioned in the section dedicated to the identification details of the Client/ Holder (from the Application - Contract for a current account for legal persons and related categories), in so far as the Bank will decide, freely, if the legal and/or internal requirements are met/ observed and it is concluded for an indefinite period of time.
- 12.5. Any dispute arising from the performance of the operations of acceptance of the cards for payment which is not settled amicably, will be settled by the competent court of law from Romania.

APPENDIX 3 - ESG EXCLUSION LIST OF OTP BANK ROMANIA S.A

OTP Group applies an exclusion list related to ESG factors (Environmental Social Governance) which contains activities and behaviours whose controversial nature and impact make them incompatible with the OTP Group's values of protecting human rights and promoting sustainable development.

Thus, the clients towards which risk assumption by the Bank is excluded, from the perspective of ESG risk are the following:

- Clients for whom risk assumption is excluded by international treaties, EU acts and international laws;
- Clients who can be connected, directly or indirectly, with criminal activities or the willful violation or circumvention of legal regulations or international treaties or run activities which are likely to be against public morals or social ethics, or are connected to crime, like:
 - (1) Illegal arms trade;
 - (2) Prohibited gambling;
 - (3) Illegal trading in drugs and medicine;
 - (4) Production of or trade in Controversial weapons (anti-personnel landmines, biological, chemical and nuclear weapons etc.);
 - (5) Financing of contracts for manufacturing of / trade in weapons when the buyer is located in a territory of civil war or international armed conflict;
 - (6) Production or trade in products containing PCBs (Polychlorinated biphenyls are a group of highly toxic chemicals);
 - (7) Production or trade in pharmaceuticals, pesticides/herbicides/insecticide and other hazardous substances subject to international phase-outs or bans ;
 - (8) Production or trade in ozone affecting substances subject to international phase out;
 - (9) Trade in wildlife or their products regulated under „Convention on International Trade in Endangered Species of Wild Fauna and Flora” CITES;
 - (10) Transboundary movements or trade of waste prohibited under international law;
 - (11) Trade in goods without required export or import licenses or other evidence of authorisation of transit from the relevant countries of export, import and, if applicable;



- (12) Activities prohibited by host country legislation or international conventions relating to the protection of biodiversity resources or cultural heritage;
- (13) Drift net fishing in the marine environment using nets in excess of 2.5 km in length;
- (14) Shipment of oil or other hazardous substances in tankers which do not comply with IMO requirements;
- (15) Exploration, extraction, production or processing of shale gas in Europe;
- (16) Open pit coal mining using Mountain Top Removal technique;
- (17) The keeping of animals for the primary purpose of fur production or any activities involving fur production;
- (18) The manufacture, placing on the market and use of asbestos fibres, and of articles and mixtures containing these fibres added intentionally.
- (19) The export of mercury and mercury compounds, and the manufacture, export and import of a large range of mercury added products;
- (20) Production or activities involving harmful or exploitative forms of forced labor/ harmful child labor.