

**BANK GENERAL BUSINESS TERMS
MARCH 2020 EDITION****1. General principles**

1.1 First Bank S.A. (hereinafter called the Bank), is a Romanian legal person with registered office in no. 29-31 Nicolae Titulescu Road, 1st District, Bucharest, Unique Registration Code 7025592, registered with the Trade Register under no. J40 / 1441 / 27.02.1995 and at the Register of Credit Institutions under No. RB-PJR-40-026/18.02.1999, e-mail office@firstbank.ro, www.firstbank.ro

1.2 The supervision authority is the National Bank of Romania (www.bnr.ro) with headquarters in Bucharest, no. 25 Lipscani Street, 3rd District.

1.3 The current General Business Terms ("GBTs") together with the Application for Account Opening or any other similar document requesting the opening of accounts signed by both parties constitute the "Framework Contract" based on which the relationship between First Bank S.A. and each of its clients is conducted. These, together with the documents on "Fees and Commissions" and "Time limit and the maximum execution time of operations" govern, according to the regulatory acts in force, the regulations of the National Bank of Romania, the national and international banking practices and customs, the Bank-Client relationship, automatically completing any specific request / contract concluded before or after the date of these GBTs, through which the Bank provides the Client with its services / products. If a particular banking product / service is governed by provisions derogating from these GBTs, those provisions will prevail in respect of that product / banking service.

1.4 At any time during the contractual relationship, the Client is entitled to request and receive on request support and information on the provisions of these GBTs as well as information on the specific conditions of products and services offered by the Bank.

1.5 The Client undertakes to observe the Bank's instructions and to prove good faith in the relationship with the Bank.

1.6 Orders, documents or notifications sent by the Client to the Bank shall be deemed to have been communicated to the Bank on the next bank business day of their receipt by the Bank, except as otherwise provided in other documents concluded between the Bank and the Client or in applicable regulatory documents.

1.7 The Bank may only perform those operations or provide those services for which it has been authorized,

namely those for which necessary approvals have been obtained / all necessary legal / statutory formalities have been fulfilled, and therefore will not be liable in any way for the refusal to perform activities / operations / services, etc. other than those expressly provided in its operating license and / or in other documents in accordance with the applicable legal provisions.

2. Definitions

2.1 In the present GBTs, the following terms shall have the meanings given below:

"The Bank" means First Bank S.A., its head office as well as any of its territorial units.

"BIC" (Bank Identification Code) is the code that uniquely identifies the beneficial owner's bank and is mandatory for cross-border payments. The Bank's BIC code is PIRB and is also mentioned in the bank account statements provided by the Client's Bank.

"Beneficial owner" - any natural person who ultimately owns or controls the Customer and / or an individual in the name of or in the interest of which, directly or indirectly, a transaction or operation is performed.

"The Customer" (whose identification data is mentioned in the forms provided by the Bank and duly completed) means, unless otherwise specified, depending on the context, one or more of the following categories:

1. natural or legal persons or entities assimilated to them, whether resident or non-resident, entering into a contractual relationship with the Bank;
2. legal representatives / persons empowered to operate on the account in the name of and on behalf of the holders;
3. any other beneficiaries of any product or service of the Bank;
4. the legal and / or contractual successors of the client categories mentioned in points a to c above;

In the case of legal entities, any reference to the Client will include both its headquarters and any of its territorial units, its secondary offices (places of business, agency, branch, representative).

The "Account" is a contractual relationship between the Bank and the Client, on the basis of which the Bank keeps funds for the Client and executes the operations ordered by the Client regarding such funds. It is also the continuously updated transactions records.

"Customer code" is a customer identifier assigned and used by the Bank to individualize a customer in its records. The "unique identifier" is a combination of letters, numbers or symbols communicated to the Customer by the Bank and to be provided for a payment transaction by the payment service user for the purpose

of accurately identifying the other payment service user and / or its payment account, being IBAN and BIC code, if applicable.

"Foreign Currency Date" is the reference date used by the Bank to calculate interest on funds debited or credited to the account.

"Personal data" means any information relating to an identified or identifiable natural person (identifies a person who can be identified, directly or indirectly, by reference to an identification number or to one or more factors specific to his or her physical identity, physiological, psychological, economic, cultural or social).

"Term Deposits" are the cash balances of Clients in Special Accounts that can be converted into liquidity at certain specified terms and for which the depositor receives interest.

"Interest" is the amount paid for the use of money, expressed as a percentage ratio, over a certain period of time, generally an annual rate.

"Account statement" is the document that reflects all the transactions performed in the account (transactions made by the Client, fees, commissions, expenses and interests). "IBAN" (International Bank Account Number) is an account identifier used internationally to identify a client's account opened with a financial institution. The IBAN code of each account is mentioned in the account statement.

"Authorized agent" - a natural person mandated to act for and on behalf of the Customer Holder of an Account at the Bank within the limit of the mandate given by that document, according to the applicable law or the decision of a competent body.

"Payment Instrument" means any personalized device and / or any set of procedures agreed between Customer and the Bank and used by the Customer to initiate a payment order.

"Payment operation" means any action initiated by the Client for the purpose of depositing, transferring or withdrawing funds.

"Payment operations time limit" is the time until the Bank can receive and process a client-instructed operation

"Payment Order" means any instruction given by the Client to the Bank through which it requires the execution of payment transactions.

"First Video Bank Platform" is a video and audio sales channel through which Customers or potential Customers are able to obtain information, request purchase and, as appropriate, conclude contracts regarding the products and services that the Bank makes available through this channel.

"Interactive Voice Response - Natural Language Understanding" (hereinafter named IVR-NLU) is the remote interaction solution available to clients / prospective clients who, through a virtual operator / customer support representative, supports the Bank's products and services, in a phone call.

"Personal data processing" means any operation or set of operations performed on personal data by automatic or non-automatic means such as the collection, recording, organization, storage, adaptation or modification, extraction, consultation, use, disclosure to third parties by transmission, dissemination or in any other way, adjoining or combining, blocking, deleting or destroying.

"Personal data" means any information about an identified or identifiable individual ("the data subject"); an identifiable natural person is a person who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, an online identifier, or one or more many specific elements that are specific to their physical, physiological, genetic, psychic, economic, cultural or social identities.

"Payment Reference" is a combination of numerical or alphanumeric characters communicated to the Customer by the Bank for the purpose of identifying the payment transaction.

"Reputational risk" represents the current or future risk of adverse profits and impairment caused by unfavorable perception of the image of a credit institution by customers, counterparties, shareholders, investors or supervisors.

"Account Holder" means the Customer to whom the Bank assigns a Customer ID, opens an account to it and executes its orders.

"Legal representative" of legal entities / entities without legal personality may be: a) the natural person designated as having such competence, by law or by the constitutive act / act of establishment of the Client / any other statutory document; b) legal entity or entity without legal personality; c) the natural person entitled to act in the name and on behalf of the Client and to represent him / her against third parties within the limits of the mandate granted by law or by the constitutive act / foundation act / any other statutory document of the Client (including the legal administrators, the liquidators and special administrators). Legal representatives will be registered with the Bank as Authorized agents.

"Legal representative of the infant or the person under interdiction" means the person designated according to the law to exercise the rights and fulfill the parental obligations towards the infant, respectively to exercise the legal rights and obligations towards the persons placed under the banned persons, also representing them in relationships with third parties (including the Bank) as a result of the exercise of these rights and obligations.

"Maturity of the term deposit" is the date on which the specific contract concluded between the depositor and the Bank expires, the Client being able to dispose of its funds.

"SWIFT" (Society for the Worldwide Interbank Financial Telecommunication) is the organization that transfers electronic funds between banks in different countries. The Bank's SWIFT code is PIRBROBU.

"Fees and Commissions" are the prices charged by the Bank at a certain time for the services and products offered to Clients.

"Quasi-CashTransaction" means any gambling transaction performed with debit cards in order to obtain goods that could be converted to cash, such as, but not limited to, casino chips/ tokens, lottery tickets.

"Business Banking Day" is that part of a day during which the Bank receives, accepts or refuses to execute operations.

3. Interpretation

3.1 In this document:

- unless otherwise specified, reference to the deadlines expressed in days will consider calendar days;
- titles have been introduced only to facilitate references and do not affect the interpretation of this document;
- the reference to a particular article or paragraph shall be construed as referring to that article or paragraph of this document;
- reference to a contract shall be construed as referring to that contract, as amended, completed, renewed or assigned.

4. Personal data / Confidentiality

4.1 The Bank and the Client will make all reasonable efforts to maintain the confidentiality of the information obtained about each other, including the personal data of the Data Subjects both during the Bank-Client relationship and after its termination, in compliance with the legal provisions applicable.

4.2 The Bank undertakes to keep the secrecy of the banking operations it performs on the Client's account. Information on the nature of bank secrecy will be provided by the Bank in strict accordance with the applicable legal provisions. Through these CGAs, the Bank informs the Customer of the need to process its personal data in the context of execution of the contract concluded with the Customer, as well as in the relations with third parties involved in organizational and decisional processes of the Bank, any information and data relating to the Customer or its accounts, necessary for such processes and which will not affect the Customer or its affairs in any way. The third parties involved are, but are not limited to, the specialized consultants agreed by the Bank, the financiers, the companies in the group to which the Bank belongs, the collecting companies with which the Bank concludes contracts, etc. Third parties collaborators are also held under the obligation to preserve the confidentiality of

the information thus obtained, in accordance with the applicable legal provisions.

4.3 The Bank processes the personal data of its Customers in good faith in accordance with the provisions of EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46 / EC (the General Data Protection Regulation) to consumers when concluding and executing contracts under Law No 190/2018 on Implementing Measures for the General Regulation on Data Protection, and with any other applicable legal provisions, regarding the processing and protection of personal data.

4.4 The Bank informs the Customers by means of a separate information note to these CGAs regarding the conditions in which they process the personal data of the Customers (the "Information Note"), in accordance with the provisions of the General Regulation on Data Protection. Thus, the Information Note mentions the details of the purposes and legal bases in which the processing is carried out, the categories of personal data that can be processed, the duration of the personal data processing, the recipients to whom the personal data are sent, the international transfer of personal data, the rights of the data subject and the way in which they can be exercised. The Customers - legal persons have the obligation to directly inform, in accordance with the provisions of the General Data Protection Regulation, their representatives or employees, empowered in their relationship with the Bank, regarding the processing of their personal data by the Bank, for the purpose of managing the contracts concluded by the Customers with the Bank, for the verifications and reports stipulated by the applicable legislation, for the fulfillment of legal obligations, such as those provided by the legislation regulating the prevention and sanctioning of money laundering, as well as for the establishment of measures to prevent and combat the financing of acts of terrorism, corroborated with the NBR regulations, as well as for other legitimate purposes, depending on the contractual relationship concluded with the Bank, respectively by the Client's empowerment to his / her representatives;

4.5. The Bank shall provide security standards for personal data in accordance with the provisions of the General Data Protection Regulation. Thus, the Bank undertakes to take and apply all appropriate technical and operational measures to protect personal data against any accidental or unlawful destruction, loss, alteration, disclosure or unauthorized access and against unlawful processing.

4.6. Data subjects whose personal data are processed by the Bank have, as appropriate, the rights provided in

the General Data Protection Regulation, as detailed in the Information Note.

For the exercise of these rights, the Data subject (person concerned) may address a written, dated and signed request sent to the Bank at 29-31, Nicolae Titulescu, Sector 1, Bucharest, or by email at the address office@firstbank.ro, within no more than 30 days from the date of receipt of the request by the Bank, under the conditions provided by the General Data Protection Regulation, the Bank shall analyze and respond to the Client.

Also, the Data Protection Officer of the Bank may be contacted by mail at the address of the Bank headquarters, mentioning the addressee on the correspondence envelope "First Bank S.A. - the Data Protection Officer ", as well as to the e-mail address dpo@firstbank.ro

Further information on data protection and rights under the General Data Protection Regulation are contained in the Information Note, as well as on the Bank's website www.firstbank.ro.

5. Concluding of Remote (Distance) Contracts

5.1 In the event that Customer contracts distance(remote) banking products and services (including via the First Video Bank Platform), the following shall apply, with priority to the other provisions of the framework contract:

- a) The contractual relations between the parties shall be governed by the provisions of Ordinance no. 85/2004 on the protection of consumers in the conclusion and execution of distance contracts for financial services;
- b) The documents that make up the framework - contract based on which the relationship between First Bank S.A. and the Client will be concluded at distance including through the First Video Bank Platform) and will be forwarded to the Customer at the email address communicated by the Customer at the moment of accessing the First Video Bank platform or with any other means at the start of the onboarding process via remote communication techniques on any durable medium
- c) **By distance contract** means the financial services provision contract concluded between the Bank and a natural person Client within a distance selling system that uses exclusively, before and at the conclusion of the contract, one or more distance communication techniques (including the First Video Bank platform);
- d) **Distance communication technique** involves any means that can be used for the marketing or remote promotion of financial services (telephone, videoconference, e-mail, including the First Video Bank platform) without the simultaneous physical presence of the two parties, Client and Bank;
- e) The distance (remote) framework contract is considered concluded on the date and time when the Client receives on the e-mail address communicated to the Bank, an information note regarding the

opening of the account and the granting of the requested banking products / services.

- f) The contractual provisions specific to the banking products / services acquired through the conclusion of distance contracts shall be presented to the Client by the means of communication used (including the video session) by a sales agent of the Bank.
- g) Bank products / services for which the Bank proposes to conclude distance(remote) contracts (including via the First Video Bank Platform) may differ from products / services offered through the Bank's territorial units and may have special eligibility criteria for Customers.
- h) The Customer has the right to unilaterally terminate meaning the termination of the Distance Contract, within 14 calendar days from the date of its conclusion, without penalties and without the necessity of invoking any reason, by sending a written notification to the Bank's headquarters. The 14-day calendar term will be deemed to have been complied with if the Customer's written notification is dispatched before the expiration of the period within which that right may be exercised.
- i) At any time during the contractual relationship, the Customer has the right to change the means of distance communication, unless the chosen means is incompatible with the Distance Contract concluded or with the nature of the banking products and services offered by the Bank.
- j) In cases where the entry into the business relationship with the Bank itself was accomplished through the remote conclusion of the Framework Contract, and the Client wishes to order the carrying out of operations worth more than RON 50,000, he shall show up at any territorial unit of the Bank in order to submit his signature specimen.
- k) During the execution of the Distance Framework Contract, the Client has the right to request the communication of the terms and contractual provisions on paper.
- l) In all cases where these GBTs refer to:
 - Client's signing of the applications and / or any other documents in the form provided by the Bank within the First Video Bank platform is understood as the express agreement of the Client signed by ticking the corresponding box
 - Customer's consent in the First Video Bank Platform is the ticking of the corresponding boxes in the First Video Bank Platform
 - changes in personal data or any other changes in the relationship with the Bank, the Client shall be present at any territorial unit for making such changes.

6. Accounts opening

6.1 At the commencement of the contractual relationship, the Bank assigns to each Client a distinct Customer

Code. The Bank will open and operate accounts in RON and foreign currency for the Client on the basis of the documents submitted by the Bank in accordance with the Bank's procedures and the legislation in force at that time. Each account will be assigned an account number and / or an IBAN code that is maintained throughout the contractual relationship with that account, except when the management of the Bank's IT applications or other justified causes require it to be modified. In this case, the Bank will inform the Customer of the change occurred.

6.2 The Bank has the right to refuse to enter into business relations with a particular person without being obliged to motivate this refusal. If, following the opening of the contractual relationship, the Bank finds that the information provided by the Client is incomplete or erroneous; it may refuse to execute any transaction or decide to terminate the contractual relationship.

6.3 In the case of documents in a foreign language presented by the Client, the Bank shall request, at its expense, legalized translations in Romanian, as well as, if necessary, over-legalization or apostille thereof.

6.4 The Bank assumes no responsibility for delays in the execution of its services caused by the Client's failure to comply with the aforementioned obligation.

6.5 Documents submitted to the Bank, such as identity documents, appointment of tutors or testamentary executors or authorizations, shall be examined with diligence by the Bank. However, the Bank does not assume any responsibility for their authenticity.

6.6 The customer will bear any loss due to the falsification, invalidity or misinterpretation and / or incorrect translation of such documents transmitted to the Bank.

6.7 On the amounts in the accounts opened in the Bank's records, they may freely dispose, in compliance with the rules in force, the following persons:

- account holder
- the persons empowered by the holder within the limits of the mandate granted by the holder / legal representatives;
- the heirs of the holder who prove this capacity with a certificate of inheritance or judgment. If the holder has more heirs, they will only act together on the account of the defunct owner if they do not present documents certifying the joint ownership withdrawal request and exclusive rights over the accounts opened with First Bank S.A.

6.8. The natural person client who is incapable of reading or writing will perform any act in relation to the Bank either in the form of an authenticated act, or by empowered person by a special authenticated power of attorney or by any other legal means.

6.9 In relation to the Bank, the Account Holder shall solely dispose of the funds deposited, even if he / she is married. This right shall be maintained even after the dissolution or the termination of the marriage, unless otherwise decided by enforceable judgment.

6.10 At the request of the Client and depending on the Bank's offer and procedures, a debit card, information and distance payment services, account overdrafts or other services and products can be attached to a current account.

6.11 The customer acknowledges the fact that the Bank has the obligation to comply with the legal provisions regarding anti-money laundering, counter terrorist financing and the implementation of international sanctions. In this regard, the Bank is entitled to request from the Customer documents and/or information anytime during the business relationship. Additionally, the Bank reserves the right to not perform any transaction of the Customer which presents a potential risk regarding the revenue being a result of money laundering, terrorist financing or other types of criminal activities, or which raises suspicion about the fact that Customer's activity, the Customer's revenue, or even the Customer themselves, are subject to national and international sanctions.

7. Empowerment

7.1 The Client may appoint empowered persons/proxies who have the right to perform operations on their account. These GBTs are mandatory for both the Account Holder and the Authorized agents. The authorized agents must be accepted by the Bank and have full exercise capacity.

7.2 The authorized agents to individual Customers may dispose of the amounts in the Account Holder's accounts only during the latter's lifetime and may perform any operations permitted to the Account Holder by the Bank within the limits of these GBTs and the mandate received from the Account Holder.

7.3 The power of attorney shall be given by the Client at the Bank's counters by filling in the specific forms or based on an authenticated power of attorney within its term of validity or, if the power of attorney does not provide for such a term, not later than one year after the date of the power of attorney's authentication.

7.4 The power of attorney shall enter into force on the date of its approval by the Bank.

7.5 The authorized agent shall show up at the Bank in order to fill in the Bank's forms, an operation to be performed in front of the Bank Officer.

7.6 The authorized agents nominated shall be deemed as engaging the Customer, natural person, in relation to the Bank only for the account that they are empowered / mandated by the Customer.

7.7 In case of the Customer - legal person, the empowered agents are deemed to engage the Customer for all of his accounts.

7.8 If the Customer does not limit his power of attorney / mandate through a separate application, it is understood that

the Authorized agent may perform any unlimited operations on its account, except for the current account closing (does not apply to persons without exercise capacity or restrained exercise capacity).

7.9 The revocation or replacement of the authorized agents may be made by the Client through the same type of document through which the power of attorney was made, namely by written statement in front of the bank officer or by a declaration authenticated by a notary public.

The revocation or replacement of the authorized agents may be made by the the legal person Customer only at the territorial unit of the Bank that opened and administers the account and by the natural person Customer at any territorial unit of the Bank.

7.10 The revocation or replacement of the Empowered agents shall take effect on the day of its approval by the Bank based on the documents submitted by the Customer.

7.11 In the event of a legal dispute regarding the appointment or revocation of persons empowered to perform operations on the Customer's account, the Bank has the right to block the Customer's account until such dispute is resolved. The Customer shall provide satisfactory proof to the Bank in this regard.

7.12 In the event that the Bank is aware in any way of the occurrence of any discrepancies between the associates / shareholders / legal representatives of the legal person or entity without legal personality Customer, as a result of which, but not limited to, the mandate of the empowered persons to represent it is revoked and new designated persons empowered to represent the Customer is restrained without having to be fulfilled the statutory publicity and opposability formalities or changing the extent of the representation right, the Bank shall have the right to suspend the execution of any instruction (including, without limitation, the payment instructions from account to third parties, as well as instructions under any contracts concluded with the Bank), until the clarification of the situation, presenting satisfactory acts to the Bank and finalizing the respective formalities of publicity and opposability. The Customer shall exonerate the Bank from any liability for any losses the Customer may suffer as a result of the occurrence of the situation described in this paragraph.

7.13 Provisions concerning physical persons without exercise authority or with limited exercise authority:

In the relationship with the Bank, the individual Customer without exercise authority will be represented by his / her legal representative. An individual with limited exercise authority will perform operations personally with the consent of his legal guardian or, if applicable, of the Tuition Authority.

The legal representative of the Customer will appear in the specific documents opening / running the account as the Authorized agent with individual signature right or in conjunction (in the case of several Legal Representatives).

Individuals without legal competence (minors who have not fulfilled

the age of 14 or the persons under the ban) will perform operations exclusively through the Authorized agent / Authorized agents. Concerning the Customer with limited legal competence (the minor who has reached the age of 14) one shall proceed as follows:

a) The operations allowed by the minor to be performed are:

- only with the consent of the Authorized agent /

Authorized agents:

- may open the business relationship with the Bank;
- may open current accounts, savings accounts and establish term deposits in the territorial units of the Bank;
- may open a debit card;
- may purchase the internet banking service.

- without the consent of the Authorized agent /

Authorized

agents:

- may open current accounts, saving accounts and establish term deposits through the internet banking service;
- may perform withdrawals and / or cash deposits;
- may constitute intra / interbank payments by any means;
- may make currency exchanges by any means;
- may close current accounts, savings accounts or term deposits.

b) The operations allowed to be performed by the Authorized agent / Authorized agents are:

- may open current accounts, savings accounts, deposit accounts on the minor's behalf;
- may perform any type of operations through the accounts opened for the benefit of the minor (eg cash withdrawal / deposit, foreign exchange, deposits establishment, account closures, and so on.).

8. Consent expressing - Signing of documents

8.1 Documents submitted to the Bank must bear the Signatures of the Account Holder or the Authorized agents, in full compliance with the specimen signatures at the Bank. Signature specimens may be given in front of the the Bank's official or the public notary, as the case may be.

8.2 In order to protect the interests of all parties involved, the Account Holder and the Authorized agent shall always use a signature in the relationship with the Bank with a graphic similar to that in the specimen signature, otherwise the Bank may refuse to perform the requested operations.

8.3 Customer's (Account Holder / Authorized agent) consent for the execution of any account-related operation shall be

deemed to have been expressed by signing of the requests and / or any other documents in the form provided by the Bank.

8.4 The bank verifies the identity of the persons empowered to perform operations in the accounts of its Customers on the basis of the valid identity documents submitted by them.

8.5 The identification data of the persons empowered to represent the Customer - the legal person in relation to the Bank, the signatures specimens thereof and the limits of their mandate shall be subject to specific forms to be kept by the Bank.

8.6 The lack of restrictions, limitations of competence or employment conditions in respect of the persons empowered to represent the Customer - legal person, expressly provided in the specific forms, leads unequivocally to the conclusion that the persons empowered to represent the Customer have all and every person separately the full right to dispose in the interest and for all the Customer's accounts.

8.7 The Customer shall instruct the Bank to sign on his behalf the currency sale orders at the exchange rate practiced by the Bank at the time of performing the transaction and / or to debit any Customer's account, including an undue deposit, in order to ensure settlement of the debit instruments for avoiding major incidents of payment, if there are no available funds in the RON accounts.

8.8 The Bank has the right to refuse to settle a document if it considers that the Customer's signature does not correspond to the signature specimen on the forms deposited with the Bank.

9. Changes to personal data

9.1 The Customer must promptly notify the Bank in writing and submit

the documents underlying any change to his identification or Authorizing Officer's details that may be relevant in his relationships with the Bank (change of name, address or legal capacity, modification or the cancellation of the mandate given to the persons empowered on the account and so on).

9.2 The Bank is not liable for possible losses, costs, damages suffered by the Customer or third parties as a result of the Customer's delay or failure to fulfill its obligation to notify the Bank of the changes occurred.

9.3 During the contractual relationship, the legal entity Customer shall submit to the Bank, at least once a year, an attestation certificate with its legal status up to date. Otherwise, the Bank may obtain an online certificate from RECOM, with the Customer paying the commission mentioned in the Fees and Commissions list.

9.4 Any changes in the relationship with the Bank shall be binding upon the Bank only upon receipt of a written notice to that effect, accompanied by the appropriate

documents and evidence of the fulfillment of the statutory publicity and opposability formalities.

9.5 Changes considered according to the law / usage as being public should also be notified to the Bank in writing and immediately to be opposable to them. The Bank is in no way responsible for any damage suffered by the Customer or third parties as a result of delayed communication of these changes or their failure to communicate.

9.6 Customer's notification addressed to the Bank shall be deemed to be applicable from the banking business day following that in which it was received by the Bank, except in the event of the change of signature specimens, in which case the notification shall be deemed to be applicable the day after its approval by the Bank.

9.7 For Changes in Personal Data or Any Other Changes, the legal entity Customer shall come only at the territorial unit of the Bank that opened and administers the account. The individual customer may be present at any Territorial Unit of the Bank for making such changes.

10. Fees and commissions

10.1 The fees and commissions charged to the Customer in connection with the products and services requested by the Customer and offered by the Bank shall be those specified in the Bank's Fees and Commission List, and made public, except when the Bank and the Customer have agreed to other fees / commissions separately, in writing.

10.2 The Bank reserves its right to revise the list of Fees and Commissions at any time. The change is communicated to the, the natural person Customer, by publishing on the website www.firstbank.ro or by displaying it in the territorial units of the Bank at least two months before the proposed date for their application.

10.3 The Bank considers the new Fees and Commissions as accepted by the individual customer if he does not notify the Bank in writing, before the proposed date for their entry into force, of the non-acceptance of the changes.

10.4 In the case of Legal Entity Customers, they become applicable the day following the date of their communication by the Bank and will be available at the premises of the Bank's territorial units or on the Bank's website.

10.5 For any services that are not listed in the Fees and Commissions list but which are executed at the Customer's instruction or in his / her best interest and which, under certain circumstances, is expected to be performed against payment, the Bank may, at its sole discretion, to determine the costs, unless otherwise

agreed, by informing the Customer in advance of the amount thereof.

11. The operation of accounts

11.1 The Bank accepts the use of the account for the purpose of making cash deposits and withdrawals, interbank and intra-bank transfers, the collection and payment of debit instruments and other valid payment instruments.

11.2 The Bank may request the Customer documents regarding the purpose and nature of the banking services to be performed through the Bank. In the cases where the Account Holder or the Authorized agent dispose of operations having a value greater than a certain limit value established by the Bank or the normative acts in force, they shall submit to the Bank the statement regarding the identity of the beneficial owner of the funds / source of the funds held, in the form required by the Bank.

11.3 The Customer may order that the Bank performs bank operations in its accounts in writing or by other means agreed between the Bank and the Customer, within the limit of the account available and in compliance with the Bank's requirements and Banking Rules and Usages.

11.4 The Customer is responsible for the legality and the reality of the collection and payments transactions made in and from its account / accounts.

11.5 The Customer will be able to benefit from the Bank's services during bank business days and during the Bank's hours of operation, as they are displayed at the headquarters of its territorial units and / or on the Bank's website, with the Customer being diligently required to be informed performing any banking operation / transactions, the Bank's territorial units operating program, and the time limits for performing the required banking operations / transactions.

11.6 The Bank guarantees the execution of the operations in due time, observing the time limit and the maximum execution time until the operations can be executed during the respective day. After this time, the Customer's instructions for performing the operation will be considered as received on the next bank business day.

11.7 The Bank may accept operations instructed by the Customer if the following are cumulatively met:

- the documents submitted to the Bank are duly completed and in accordance with the Bank's instructions and signed by the Customer or the persons empowered;
- the available balance of the account allows both the respective operation and the payment of any fees (mentioned in the Fees and Commissions) owed to the Bank for the services rendered or the payment is made

on the basis of a credit facility / overdraft agreement concluded with the Bank;

- the transaction is in compliance with the legal regulations in force;
- the execution of the transaction is not hindered by the existence of an attachment order or of another provision for freezing of the account ordered by the competent judicial authority or by a state body or by any competent authority according to the law;

The Customer has no outstanding due debts to the Bank.

11.8 Provided that the Customer transmits more than one payment instruction at the same time, the Bank will comply with these instructions in the order in which they are received, if such order can be easily determined by the Bank or, if not, in the order it deems appropriate.

11.9 The orders given by the Customer to the Bank shall be executed on the account and the exclusive risk of the Customer, which will exclusively and fully bear all consequences resulting from misunderstandings or errors.

11.10 The customer who uses a payment instrument has the following obligations:

- to use the payment instrument in accordance with the terms governing its issuance and use;
- to take all necessary steps to keep personalized security features safe;
- to notify the Bank in writing without undue delay as soon as it becomes aware of the loss / theft / use of the instrument without payment or any other unauthorized use of the instrument;
- to inform the Bank about the deterioration or blocking of the electronic payment instrument, the registration of unauthorized transactions in the personal account, about any error or irregularity arising from the Bank's management of the account;
- about any suspicion of the possibility of copying the electronic payment instrument or knowing the PIN / identification code / password by unauthorized persons; as well as any malfunction of the electronic payment instrument, including the situation where incoming access codes are incorrect.

11.11 Until the moment of communication to the Bank of one of the above mentioned events, the Customer is responsible for all operations executed, and will bear all the losses related to these operations within the limit of the equivalent in RON of EUR 150 (this limit is not applicable, however, in case of customer fraud or non-

compliance, intentionally or through gross negligence, of Customer's above mentioned obligations).

11.12 The customer will incur losses of up to EUR 50 in the case of an unauthorized transaction if he has not acted fraudulently and has not deliberately breached the above-mentioned obligations.

11.13 The Bank shall ensure that the personalized security features of the payment instrument are not accessible to other persons outside the Customer who is entitled to use it.

11.14 **If there are suspicions about the security of the payment instrument, its unauthorized or fraudulent use, the Bank shall block the respective payment instrument** and its unblocking may be made when such suspicions cease to exist. The Bank will inform the Customer, in the manner specified in the Bank's specific products / services, of blocking the payment instrument and its reasons, if possible before the lockout and at the latest immediately after blocking it.

11.15 The Customer shall ensure the existence in the account of the cash funds required to pay the interest, commissions and bank charges charged by the Bank, as they are established and made public by the Bank. If the Customer does not comply with this obligation, the Bank will charge penalty interest and **reserves the right to refuse the transaction.**

11.16 The Customer will not use the account opened with the Bank for the payment, collection, issuance and/or trading of virtual currency (also called crypto currency). By virtual currency it is understood, without being limited to: bitcoin, ethereum, ripple, bitcoin cash, liteco, stellar, cardano, jota, monero, dash, stratis, NEM, dogecoin, BAT, NEO, tron, EOS steem, Zcash, tether etc. Failure to comply with this requirement, the Bank reserves the right to immediately terminate the business relationship with the Customer without prior notice. Furthermore, if the Customer's source of funds has any connection with virtual currency, the Bank reserves the right to refuse to initiate the business relationship.

11.17. The Bank can temporarily block the account and any product or service at the disposal of the Customer in the business relationship, can suspend any instruction given by the Customer or any transaction ordered by him/her, in order to respect the regulatory/ legal/ judicial/ extrajudicial provisions.

12. Receipts and payments

12.1 The Bank is authorized to provide payment services in accordance with applicable law and provides its Customers with the necessary payment instruments.

12.2 The Customer may not transfer or raise amounts in the account prior to the actual supply of the account with those amounts, unless the Bank expressly accepts this.

12.3 If the account is credited by depositing cash at the Bank's counter, the Customer waits until the cash check operation is completed.

12.4 Cash deposits made in non-bank business days are processed with the currency date of the next bank business day.

12.5 Any counterfeit banknote or currency presented at the Bank's counters will be retained on the basis of a report and handed over to the police in accordance with the legislation in force.

12.6 In order to collect any amount of money, the Bank will credit the Customer's account on the basis of its unique Identification Code, in accordance with the instructions received in the transfer operation.

12.7 If the amounts received by the Bank in favor of the Customer are expressed in convertible currencies other than those in which the accounts are opened, the Bank will be able (without obligation) to process the collection under the Unique Identification Code specified in the payment order at the exchange rate of the Bank from the time of processing the proceeds or to proceed with the opening of new accounts in the currency of the amounts received, without the prior consent of the Customer, and he tacitly agrees with this.

12.8 The Bank shall be liable to the Customer for the correct execution of the cashing operation in its accounts in accordance with the instructions received from the payer's bank, provided that the instructions received are accurate and complete.

12.9 After crediting the amount of a cashing operation in the Customer's account, the Bank shall provide him the following information in the account statement:

- the collection reference, which allows the identification of that payment operation;
- the amount of the payment transaction in the currency in which the Customer's account is credited;
- the exchange rate of the Bank (if applicable) valid on the date of the transaction performance;
- value date of the Customer's account credit operation;
- commissions for cashing, if applicable. In these situations, the associated commission will be shown separately.

12.10 In the event that a Customer's account is credited incorrectly, by mistake, the Customer is obliged to immediately notify the Bank of such erroneous crediting of his account and to keep the amount credited in the account as a result of the error, not having the right to withdraw, transfer or to dispose or to use in any way, in whole or in part, that amount. If the Customer breaches the assumed obligation, he undertakes to promptly

reimburse to the Bank that amount and indemnify the Bank for any loss suffered as a result of this, together with any penalty interest calculated by the Bank.

12.11 Both in the situation referred to in paragraph 12.10 above, as well as in any situation where the error is notified by the Bank, by a payer or by a person other than the Customer, the Bank has the right and the Customer agrees for the Bank to correct the error, including the related interest, and withdraw the wrongly credited amounts from Customer's accounts. This correction will be visible in the Customer Account Statement.

12.12 If the Bank is responsible for a non-executed or defective execution cashing operation within the timeframe set, then it shall provide the Customer with the amount of the cashing operation, including any interest owed, by crediting its account.

12.13 The registration of the receipt of any amount of money in favor of the Customer shall be made to his / her account on the day of receipt of the collection and according to the time limit for carrying out the operations, observing the value date instructed, unless the Bank has agreed otherwise in writing with the Customer.

12.14 The Customer disposes of the amounts in his account and makes payments in cash or by bank transfer, under the law. For cash withdrawals in local currency exceeding certain amounts set by the Bank, the Customer must give the Bank a written notice of minimum two business days. For cash withdrawals in foreign currency, exceeding certain amounts set by the Bank, for a natural person customer, he must give the Bank a written notice of minimum two business days and for legal entity customer, the Bank is reserving the right to establish the delivery term at maximum twenty business days from the notification moment.

12.15 The customer has to consult with the Bank about the amounts for which he has to give notice.

12.16 The Customer has the obligation to check the amounts withdrawn at the Bank's counters. The Bank has no liability whatsoever for any subsequent claim for any potential differences.

12.17 The Bank may accept payment transactions instructed by the Customer if the following are cumulatively met:

- the Customer has provided the Bank with all the transfer information without being limited to: the unique identification code, the transfer beneficiary and any other information required to perform the transfer, the Bank being under no obligation to verify the validity / accuracy of such information;

- there are no reasonable grounds for the Bank to doubt the authenticity of the payment order in terms of origin, content or signatures;
- the Customer has not breached his commitments to the Bank and the transfer order does not cause any damage to the Bank.

12.18 The Bank is under no obligation to verify the correspondence between the name of the beneficiary indicated by the Customer in the payment order and the account number of the payment order, by performing the payment in the account indicated in the payment instruction.

12.19 If the Customer has wrongly indicated the beneficiary's account number, at the request of the Customer, the Bank will make every reasonable effort to recover the funds involved in the payment transaction. For this recovery operation, the Bank charges a commission.

12.20 The customer may not revoke a payment order after it has been received by the Bank. If the Customer and the Bank agree that the execution of a payment order commences on a certain day, the moment of receipt of the payment order shall be considered the agreed day. In this case, the Customer may revoke that payment instruction at the latest by the end of the business day preceding the agreed day.

12.21 The Customer may order the Bank to execute bank operations in its accounts after expressing its consent or by signing the payment order on paper or by other means agreed between the Bank and the Customer regulated by the contracts specific to the ordering of the operation, within the account limit and observing the domestic and international bank rules and uses.

12.22 The Customer can not withdraw the consent to make a paper payment order after the Bank has received it, which is the moment when the Bank writes the notice of receipt on the document. The Customer agrees that the Bank's signature or stamp on the paper payment order must be interpreted as a confirmation of its receipt and not as acceptance of the payment.

12.23 Upon Customer's request, upon receipt by the Bank of the payment instructions, the Customer shall submit the necessary diligence to revoke the payment order.

12.24 If the time of receipt is after the time limit set for the operation or is not on a business day for the Bank, the payment order shall be considered received on the next bank business day.

12.25 In the case of payments ordered by means other than those on paper support, withdrawal of the consent may be made in accordance with the provisions of specific contracts.

12.26 The Bank reserves the right to effect the ordered transfers by the Customer through its corresponding Banks and / or homes / compensation systems, in

accordance with the Bank's policy and regulations in force.

12.27 In foreign currency payments, the paying Customer may choose the commissioning method used in the respective transaction, thus:

- SHA (shared) – the authorizing officer will bear the transfer fees imposed by its bank (and / or its corresponding banks) and the payment beneficiary will bear the commissions charged by his bank (and / or its corresponding banks); or
- OUR – all commissions related to a transfer (imposed by the payer's bank, the beneficiary's bank and the corresponding banks) are borne by the Paying Officer; or
- BEN (beneficiary) – all commissions related to a transfer (imposed by the payer's bank, the beneficiary's bank and the corresponding banks) are borne by the payment beneficiary.

12.28 The customer acknowledged and agreed that, regardless of his option, in the situations mentioned below, the SHA commissioning will be automatically charged:

- the currency of payment is the currency of a Member State of the European Economic Area,
- the payment beneficiary's account, indicated by the Customer payer in the payment order, belongs to a bank / branch / institution located in a Member State of the European Economic Area / European Union.

12.29 In the case of payment instructions that require a foreign exchange, the Customer expresses his / her consent to the Bank's exchange rate by completing it on the payment order.

12.30 After processing the payment order, the Bank shall provide the Customer with at least the following information:

- a reference allowing identification of that operation and, information on the beneficiary where appropriate;
- the value of the operation in the currency used in the instruction on the basis of which the operation was performed;
- the total price corresponding to the operation to be borne by the Customer;
- the exchange rate used (if applicable) valid on the transaction date;
- the date of the debit of the account or the date of receipt of the payment order.

12.31 In the event that the Bank refuses to execute a payment order, the refusal and, if possible, the reasons for the refusal, as well as the procedure for correcting the errors that led to this refusal, shall be made available to the Customer as soon as possible.

12.32 The Bank shall be liable to the Customer for the correct execution of the payment transaction initiated by the Customer within the specified timeframe. If the Bank

can prove the correct execution of the payment transaction within the set deadline, the beneficiary's bank is responsible for the non-execution / incorrect execution of the operation.

12.33 If the Bank is responsible for an unexecuted / incorrectly executed payment operation, it shall promptly reimburse to the Customer the amount subject to the operation and any interest due, thus restoring the debited payment account to the condition it would have been if the payment operation would not have taken place.

12.34 The Bank corrects a payment operation only if the Customer signs in writing without undue delay (but not later than 13 months from the date of debiting) the fact that he has detected an unauthorized or incorrectly executed payment operation and proves that the payment operation was defectively registered.

12.35 Cancellations in respect of operations erroneously recorded by the Bank, as well as those made with the indication "subject to" (in the case of foreign currency checks) shall be processed without the customer's consent. The Bank is at the same time entitled to request and recover, without the Customer's agreement, such amounts, including the related interest granted or due to the Bank up to the interest rates charged for these amounts.

12.36 The Bank reserves the right to refuse the Customer's transactions from, to or having any connection with countries which the Bank does not undertake any operation with. The Bank also reserves the right to refuse the Customer's transactions to/from/on behalf of/ in favor of or having any connection with individuals and/or entities from the countries which the Bank does not undertake any kind of operation with. The Customer can get information about the list of these countries in the Bank's locations and by calling the First Bank Call Center 021.303.6969 or 0800 801 802.

13. Cash operations

13.1 At Customer's request, the Bank may perform cash operations under the terms and conditions of the law.

13.2 For cash operations exceeding the equivalent of EUR 15,000, the Customer shall declare to the Bank the source of the funds / the beneficial owner of the transaction. If this limit changes according to the applicable legislation, the declaration of the source of the funds / the Beneficial owner of the transaction will be made in accordance with the new legal / prudential requirements. The Bank may refuse to carry out cash operations if it considers that they are unjustified or suspected of fraud. For any cash operation the Bank may require the Customer to provide supporting documents. In the case of Customer's refusal to provide supporting documents, the Bank may refuse to execute the transaction.

13.3 The withdrawal of cash by legal persons shall be made within the limits of the statutory ceiling. For cash withdrawals beyond this limit, the Customer has the obligation to provide supporting documents. If the

Customer does not submit the requested supporting documents, the Bank will have the right to refuse the transaction or to restrict the account.

13.4 The Bank performs cash operations in common foreign currencies, but does not work at a cash desk with their monetary subunits.

14. Debt Instruments

14.1 The Customer acknowledges the Bank's right not to follow its instructions to stop payment of a promissory note, bill of exchange, check or any other planned instrument if the latter has already been settled.

14.2 The Bank may release debit instruments (checks, promissory notes, bills of exchange) to the Customer without being bound to do so. The debit instruments release shall be issued only on the basis of the unilateral decision of the Bank, at the Customer's request, the equivalent of which shall be retained from the Customer's account.

14.3 In the event that the Customer issues debit instruments that arrive at the Bank for payment, which may create suspicions, producing or with the possibility to produce payment risks, including those instruments that may affect the settlement's purpose, it may fall under the legal sanctions provided for in the normative acts in force.

14.4 The Customer is not entitled to issue debit instruments without covering amounts, the act constituting fraud, the Bank reserving the right to take legal action.

14.5 If the Bank receives for payment debit instruments and does not have clear information about the issuer, which may lead to the conclusion that they are false; it will apply the legal measures in force.

14.6 In order to protect its interests, the Customer undertakes to inform the Bank in writing without delay of any lost, stolen, destroyed or canceled debit instrument.

14.7 Hereby, the Bank informs the Customer that, in the case of foreign currency bank checks, the amount will be credited to the Customer's account on the date of collection, but the Bank will make available that amount after 21 calendar days

15. Execution of orders for sale / purchase of foreign currencies

15.1 The Bank executes orders to buy and sell foreign currencies in accordance with the applicable laws and regulations.

15.2 In the business relationship with the Customers, the Bank may use its own exchange rates valid at the date and time of the transaction. These rates will be displayed at the Bank's headquarters. For the amounts that the Bank considers significant at the time of the transaction, the exchange rate may be negotiated with the Bank on a case-by-case basis.

15.3 The Bank reserves the right not to respond to a request for cancellation of a foreign exchange

transaction if the transaction was executed on the basis of a negotiation agreed with the Customer through a registered telephone conversation of the Bank or based on a written instruction of the Customer.

15.4 The Bank reserves the right to accept exceptionally the foreign exchange / payment orders that do not have the standard form provided by the Bank, and the Customer authorizes the Bank to complete the appropriate form based on its order and to sign on its behalf.

15.5 For the meaning of this Article, the Customer means, one or more of the following categories:

- natural or legal persons or entities assimilated to them, whether resident or non-resident, entering into a contractual relationship with the Bank;
- legal representatives / persons empowered to operate on the account in the name of and on behalf of the holders;
- the legal and / or contractual successors of the client categories mentioned above.

16. Confirmations by phone

16.1 The Bank may receive instructions from the Customer on the basis and under the conditions specified in specific documents. In the case of instructions received by telephone, the Bank may, as a precautionary measure and prior to their execution, require the Customer to confirm the instruction by fax, at his expense, depending on the nature of the existing situation.

16.2 The telephone conversations carried out with the Bank by the Customer may be recorded in order to ensure a high level of security of the operations / transactions ordered by the Bank and performed by the Bank and may be used as proof of operations/ the ordered transactions/ performed; the continuation of the telephone conversation with the Bank after taking note of the recording of the phone call is considered to be the Customer's agreement with respect to this. The Customer's consent to the performance of operation ordered / receipt of banking information by telephone is given by the Customer's mention of the security code set by him at the request of the service / information required through Call Center – IVR – NLU.

17. Operations performed without the Customer's consent

17.1 The Bank may, without the Customer's agreement and without its prior notice, perform the following types of operations:

- (i) at the request of law enforcement bodies, the payment of the amounts due to the state budget, those with a destination established by: laws, decrees, governmental decisions or other legal regulations, as well as those

established through court or arbitral judgments which have become enforceable or any another enforceable title. **The Bank may suspend, at the request of the competent institutions, the performance of certain operations** and may reverse any amounts for determining the reality of the account;

(ii) the reverse of payments / receipts in the case of frauds or errors, reported / confirmed including by messages received by the Bank via secure banking channel from other banks, in connection with certain amounts of money the Customer(s) account(s) have been credited / debited;

(iii) other operations required in situations of the kind referred to in section (ii) above, as well as in any other situations covered by the applicable regulations, including taking any other measure that it deems appropriate for the prevention / combating / removal of reputational risk to which the Bank may be exposed as a result of banking operations performed in connection with the Customer's account/accounts as well as to ensure fulfillment of the Bank's obligations to prevent and combat fraud, money laundering, terrorist financing, other acts provided for by the criminal law and the Bank's obligations to provide services to persons who may be subject to economic sanctions when the Bank has suspicions of fraud or suspicion regarding the purpose or nature of the transaction or when there are disputes / any kind of problems regarding the origin of funds or the Customer's capacity of beneficiary thereof. These measures may include, but are not limited to, blocking the Customer's account / accounts, then return to the payer of the funds that credited the Customer's account / accounts as a result of a fraud / error / operation in connection with which there are suspicions / disputes / uncertainties / any kind of problems regarding the origin of the funds, investigation and non-processing of ordered / executed payments, performed in and from the Customer's account / accounts, investigating the source of funds / their beneficiary, investigations to determine whether a particular person is subject to sanctions, reporting to judicial bodies or any other institutions / bodies / competent authorities. Taking such measures by the Bank may lead to the delay and / or the refusal to proceed and / or to stop the execution of the payment instructions or the collection of the amounts and respectively the settlement of the transactions to and from the Customer's accounts and / or, as the case may be, to the Bank's refusal to make the funds available to the Customer (including the Bank's refusal to comply with the Customer's request to withdraw cash from his /

account(s) and/ or to terminate de business relationship with the Customer. In order to cover the expenses incurred by the Bank for taking any of the above mentioned measures, the Customer agrees to pay to the Bank the commission for additional operations provided in the list of "Fees and Commissions" in force on that date.

The Bank shall not be held liable for any measure / operation made available under the provisions of this Clause 17.1 nor shall it compensate the Customer for any damages in connection with such measures / operations, the Customer hereby declaring that this clause represents the agreement / its express and irrevocable consent for the Bank to proceed this way.

(iv) 17.2 In the event that Customer has debts to the Bank for any reason, the Bank is irrevocably and unconditionally authorized to discharge such debts by offsetting any amount the Bank owes, including by debiting any other account opened with the Bank, including a deposit account at its maturity, without the prior permission of the Customer. In this case, if a Customer's account denominated in a currency other than the currency debt to the Bank is debited to the Bank, it shall perform the foreign exchange using the Bank's exchange rate at the date of the conversion performance. Mutual compensation of balances under this clause operates under these GBTs and of Civil Code provisions. The Bank has the right to charge the bank fees and charges owed by the Customer to the Bank or to third parties, including all expenses arising from its dealings with the Customer, such as insurance, telephone and fax charges, courier fees, any sums paid by the Bank for the payment of fees charged by the Trade Registry for the issuance of extracts containing information about the Customer and the Empowered agent and / or any other expenses arising from Customer's relations with the Bank without the Customer's prior consent.

17.3 In the event that a check returned to cashing has been settled by the Bank or its correspondent banks prior to collection, and thereafter it is found that the check was not honored, the Customer shall return the amount to the Bank, the Bank being authorized to recover it without his prior consent. The non-refund of the due amount is a fraud.

17.4 In addition to any other circumstances set forth in these GBTs, the Bank is authorized to execute foreign exchange transactions without the Customer's permission under the following circumstances:

- on the basis of a final and enforceable court decision or on the basis of another title, in accordance with the law;

- to cover interest, charges, commissions or other debits recorded by the Customer to the Bank.

18. Debts recovery order

18.1 Any amounts collected under the contracts concluded by the Bank with the Customer will be used, unless the Bank decides otherwise, to cover the Customer's debts to the Bank in the order of seniority (the oldest orders will be the first collected), and in the case of debts of equal seniority the following order shall be applied: a) costs of registering mortgages, as the case may be, in the registers of advertising, court and enforcing costs, as well as, as the case may be, costs related to the insurance related to the basic product, b) commissions, fees and other expenses owed to the Bank, c) sanctioning interests, d) overdue interest, e) credits / loans overdue, f) current interests, and g) current credits / loans.

19. Account statements

19.1 Operations performed on Customer's accounts will be reflected in the Account Statements that constitute valid evidence in any judicial or other type proceedings between the Bank and the Customer.

19.2 The Bank shall provide to the Customer on a monthly basis a free account statement through the territorial units of the Bank from which the Customer may pick it up.

19.3 The Bank shall make available to the legal entity Customer, through its territorial units, the account statements whenever transactions are recorded in its accounts.

20. Deposits

20.1 The Customer may request the Bank to make term deposits from the availabilities on its current account. The term deposit is constituted on the basis of a specific contract concluded between the Customer and the Bank.

20.2 Acceptance by the Bank of the establishment of a deposit implies its obligation to repay the funds at the Customer's request at any time with prior notice from the Bank for amounts exceeding the established limit. Withdrawal of any amounts from the deposit before the deposit matures results in the loss of interest for the respective deposit. In such cases, the Bank pays the current account interest for the amounts initially constituted as deposits, except for certain types of deposits mentioned in the specific contracts.

20.3 If the deposit expires on a non-working day, its maturity is considered to be the first bank business day following the due date.

20.4 Deposits established are secured under the conditions and limits provided by the law.

20.5 According to the tax legislation, the Customer owes tax on income from deposits, with the Bank going to withhold the source (if any) or take any measure required by law for it.

20.6 The Bank reserves its right to review at any time the minimum or maximum deposit amount, the maximum amount of subsequent deposits, the level of interest and commissions used, the notice period (for situations requiring notice, and the term of cash withdrawal).

20.7 The Bank shall disclose such changes that will become opposable by displaying them at the headquarters of the Bank's territorial units and shall be effective from the date of their display.

20.8 The Customer and the Bank agree that proof of changes in the specific term deposit contracts may be made with any document / evidence produced by the Bank.

21. Interest on current account availabilities

21.1 At the current account availabilities, for amounts above the minimum level established, the Bank will calculate and record in the Customer's account the sight interest calculated on the account credit balance, for the actual number of days in the month (between 1 and 31), relative to a calendar year of 365 days.

21.2 Current accounts always highlight a creditor balance. If, exceptionally, a debit balance is technically evidenced in the Customer's account, the Customer understands and agrees that this is not a credit granted by the Bank and does not confer him the right to keep this debit position or to renew it

The existence of such a debit balance constitutes for the Bank a receivable whose payment is fully due from the date on which it is highlighted in the account without the necessity of a request from the Bank or the delaying of the Customer.

21.3 For the debit balance of the current account from the unauthorized account overdraft, the Bank shall charge a penalty interest (reflecting directly and indirectly the damage/injury suffered by the Bank as a result of the unauthorized debit balance), calculated daily on the debit balance of the account, for the effective number of days of the month, based on a calendar year of 365 days.

21.4 The interest rates and the minimum level of availabilities for which the Bank calculates and records the interest are set by the Bank and displayed in a visible place at the territorial units of the Bank or on the Bank's website.

21.5 The Bank's interest rates on available funds in the account will be calculated on the basis of the Customer's account credit balance at the end of each day and will be paid periodically in accordance with the regime

applicable to that type of account and the interest rate applicable to it.

21.6 The method for calculating the credit / debit interest for current accounts is as follows:

$D = S \times R_d \times n / N$ where:

D - calculated interest

S - current account balance

R_d - annual interest rate percentage

n - actual number of days in the month

N - actual number of days in the year

22. Change in the interest rate for current account availability

22.1 The interest rate and the penalty interest rate may be periodically modified by the Bank, depending on the evolution of the financial banking market, and become applicable to individual Customers within 2 months of their display at the Bank's territorial units and on the Bank's website. During this period, the individual customer has the possibility to notify the Bank of the non-acceptance of those changes. The individual customer is entitled to unilaterally denounce the contractual relationship with the Bank before the proposed date for the application of the changes. Otherwise, it is considered that the Customer has accepted the proposed changes, according to the legal provisions in the matter.

22.2 In the case of Legal Entities Customers, the changes shall become effective on the day following the date of their communication by the Bank and shall be available at the premises of the Bank's territorial units and on the Bank's website.

22.3 Changes in interest rates may be applied immediately if these changes are more advantageous for the Customer.

23. Account closure and unilateral denunciation of the contractual relationship with the Bank

23.1 The legal relationship between the Bank and the Customer may be terminated in one of the following ways:

- by agreement between the Bank and the Customer, effective as of the date agreed by the parties;
- by unilateral denunciation by the Bank or by Customer, as per the unilateral denunciations of these GBTs;
- as soon as the Bank became aware of the Customer's death, will be able to stop access to the amounts in the account until the presentation of the certificate of heir by the persons having this quality; the account will be closed on the date at which the Bank transfers the balance of his account to the heirs / successors of the Customer
- by other means according to the legislation in force.

23.2 The Customer may unilaterally denounce the contractual relationship with the Bank through a notification addressed to the Bank in writing 30 days in advance. This

provision does not apply if the Customer records debts to the Bank; in this case, the Customer must pay all outstanding debts to the Bank.

23.3 In the event of bankruptcy or insolvency proceedings being opened against the Customer, the judicial administrator / liquidator is the only one able to request the closure of accounts opened in the Customer's name

23.4 The Bank has the right to terminate (unilaterally denounce) any account relationship with the individual Customer (or the entire contractual relationship) on the basis of a prior notice sent 2 months in advance without being required to state the reasons for its decision. In the case of Legal Entities Customers, the Bank has the right to unilaterally denounce any account relationship with it (or the entire contractual relationship) on the basis of a prior notice 15 days before, without being required to state the reasons for its decision.

23.5 Between the moment of legal report cessation notification and that of the actual cessation, the Customer shall not perform any operations other than those necessary for the transfer to the accounts opened in his name or the name of other credit institutions / withdrawal of amounts from his accounts for the purpose of liquidating their balances, except for the cases in which the Bank will consent otherwise and in accordance with the legal provisions in the matter.

23.6 Termination of the relationship between the Bank and the Customer, provided that the Bank has information or suspicions regarding the manner in which the Customer uses the accounts and amounts existing therein, as well as about the unfolding of illegal activities by the Customer, can be done immediately by the Bank.

23.7 Any account contractual relationship termination that has ceased in one of the ways mentioned in this chapter will continue to have effect until all amounts owed by the Customer to the Bank have been paid and all drawn and unused checks as well as other payment instruments have been returned to the Bank, but only for that purpose.

23.8 The immediate termination of the contractual relationship may be decided by the Bank through a simple notification to the Customer without fulfillment of further formalities and in the following circumstances:

- (i) if the Customer provided incorrect, incomplete, unrealistic information;
- (ii) if, following the opening of accounts, suspicions arise as to the purpose or nature of the transactions carried out or ordered in relation to the Customer's account or accounts, or when there are suspicions / disputes / unclearing / any issues relating to the verification of the

identity of the beneficial owner and / or the origin of the funds oCustomer's capacity as beneficiary thereof, which can not be solved;

(iii) if the Customer is in one of the situations of non-fulfillment of the obligations towards the Bank or if he breached the legislation in force;

(iv) if there are any suspicions of the Bank that the transactions performed / in progress / ordered by the Customer are aimed at money laundering and / or terrorist financing and / or any other acts provided by the criminal law or related to such acts including without limitation the situations in which criminal judicial bodies or courts have criminal cases pending relating to such acts, even if the researches / investigations / procedures in those files are not specifically aimed at the Customer's person and even if the Customer has no quality in the file when the Bank decides to close the Customer's accounts / terminate the business relationship with the Customer);

(v) if the Bank identifies a reputational risk as a result of continuing the contractual relationship with the Customer;

(vi) Bank-Customer adverse/poor relationships;

(vii) The Customer shows a lack of respect in his attitude towards the Bank or towards the Bank's employees.

23.9 When closing the accounts, the Customer must hand over to the Bank the documents received from it (checks, other payment documents and so on).

23.10. Following the closure, the Customer may request in writing to open a new account.

24. Liability of the Bank

24.1 The Bank may not be held responsible for any damage caused by events that may interrupt, disorganize or disrupt, even partially, the Bank's services, even if these events are not cases of force majeure.

24.2 The parties expressly agree that the Bank will not be held liable for any loss, damage or delay suffered by the Customer as a result of an action undertaken by the State authorized institutions (including but not limited to government or any government agency), nationalization, expropriation, currency restrictions, measures of bodies with regulatory powers, the National Bank of Romania, labor conflicts (whether involving the Bank's staff or not), boycotts, computer system viruses, international conflicts, violent or armed actions, embargoes, acts of terrorism, insurrection, equipment failures, interruptions of electricity supply, natural events with major negative effects, suppliers' fault, inadequate execution and / or improper execution and / or non-performance, partial or total, by a third party a party which was engaged to execute Customer's instructions or other events in its own right control of the Bank. In such situations, the Bank shall have the right to take the

necessary measures considered reasonable in order to diminish the adverse effects on the Customer's situation.

24.3 The Bank shall be held liable only for the losses, costs, damages brought to the Customer which represent a direct and necessary consequence of the Bank's failure to perform an obligation and only when it is caused intentionally or by serious fault definitively and irrevocably determined by the law courts. The Bank is not liable for any damages caused to the Customer from mere imprudence or negligence. The bank will not be responsible for:

- failure to perform or erroneous performance of operations when the Customer / Authorized agent's provisions contain errors or omissions;

- failure to perform operations when such operations are in breach of legal regulations in force at the time of performance of the operation or good morals or which could give rise to any risk to the Bank, including reputational risk;

- operations performed on the basis of provisions of the state authorities or other authorized authorities, in accordance with the law;

- the validity of the operations ordered by the Customer / Empowered entity, the latter having full responsibility for the reliability and legality of the operations.

The customer will be responsible for:

- non-observance and failure to take into account the provisions of these GBTs;

- delay and / or failure to perform the payments, by failing to provide in its accounts the amounts necessary for their execution;

- delays in payments (including any consequences arising from such delays) made by the Bank as a result of delays, errors or incomplete transmissions of Customer / Authorized agent's instructions;

- errors of operations performed by the Bank as a result of incomplete errors, orders or instructions from the Customer / Authorized agent;

- the quality, accuracy and legality of the data and documents provided to the Bank regarding the loans / credits held in RON or foreign currency, or whenever an analysis is made on the basis of these data in order to provide a credit facility by the Bank.

- non-compliance with the obligations undertaken by the Bank

24.4 The Bank shall promptly notify the Customer of any errors found in the transactions performed in its accounts.

24.5 The Bank will not be responsible for the loss of any checks, promissory notes, payment orders or any other payment instruments that have not been produced by the Bank's fault.

24.6 The Bank assumes no liability whatsoever for the consequences of delays and / or loss of documents or

correspondence, nor for damage or other errors that may occur during the transportation / transmission of such documents or respective correspondence. In situations like:

- delays or omissions in performing a payment,
- mistaken performance of an operation,
- the failure to register or erroneous registration of the operation, which is not due to Customer's or other persons' fault the Bank will only be liable for the statutory interest calculated for the respective currency of payment for the number of days of delay.

25. Assignment

25.1 The Customer may not assign his / her rights and / or obligations to the Bank except with the prior written consent of the Bank.

25.2 The Bank may assign, in whole or in part, its rights and / or obligations to the Customer to a third party chosen by the Bank and the Customer expressly agrees with such assignment.

26. Changes to the General Business Terms

26.1 The Bank reserves the right to modify, in whole or in part, these GBTs and / or contracts specific to the products / services offered by the Bank and / or the Bank's Fees and Commissions as well as the charges and commissions set forth in any document applicable to specific banking products or services.

26.2 Any change shall be proposed to the natural person Customer at least 2 (two) months before the date of its application. During this period, the natural person customer has the possibility to notify the Bank of the non-acceptance of those changes. The individual customer is entitled to unilaterally

denounce the contracts concluded with the Bank before the proposed date for the application of changes, except in the cases in which it records debts, the Customer having the obligation to pay them in full. Otherwise, it is considered that the individual customer has accepted the proposed changes.

26.3 In the case of legal person Customer, the changes shall become effective on the day following the date of their communication by the Bank.

26.4 The new versions of any of the above mentioned documents, which will replace in whole or in part the previous documents, will be forwarded to the Customers through the Territorial Units of the Bank, displayed on the Bank's website at www.firstbank.ro and provided on request.

26.5 The two-month period shall not apply to the contractual changes imposed by the application of new legal provisions, changes which shall apply at the date of entry into force of the respective regulations.

27. Notifications

27.1 Any notification / communication / transmission of information and documents addressed to the Customer by the Bank shall be deemed to be valid if it is done in writing in English or Romanian, as the case may be, and transmitted to the Customer in any of the following modalities:

- By post / express courier services at the customer's correspondence address or at home or residence address;
- By electronic mail to the Customer's email address communicated by him to the Bank;
- By direct handing under the signature of receipt and registration number or by making available to the Customer in the territorial units of the Bank;
- By posting on the Bank's website or via the internet banking service;
- By SMS message sent to the telephone number communicated by the Customer to the Bank.

28. Complaints

28.1 Except in situations where the legal provisions or the current GBTs provide for a shorter term, any written complaint of the Customer regarding the Bank's activity, the quality of the products or services provided by the Bank is processed within 30 days, the Customer being informed about the measure taken, by any means of information agreed in the current GBTs and / or in the specific contracts

28.2 The natural person Customer who is unhappy with the way the Bank solves complaints can address the National Authority for Consumer Protection (www.anpc.ro), and the Legal Entity Customer to the Financial Guard.

29. Applicable law

29.1 These GBTs as well as the Bank's specific products / services contracts will be governed by and interpreted in accordance with the Romanian law.

29.2 **In the case of natural persons Customers**, any dispute between the Bank and the Customer arising out of their contractual relationship, shall be settled by the competent courts. Without prejudice to Customer's right to appeal to the courts or to notify the **National Consumer Protection Authority** (located in 72 Aviatorilor Boulevard, 1st District, Bucharest, e-mail: office@anpc.ro, www.anpc.ro), The Customer has the possibility to resort to the **BankingFieldAlternative Dispute Resolution Center** (CSALB – No.24, Sevastopol Street, 1st District, Bucharest, telephone : 0219414, e-mail: office@csalb.rowww.csalb.ro) or to **mediation**, as an out-of-court mechanism for amicable settlement of the misunderstandings deriving from this Contract, according to Law no. 192/2006 regarding the mediation and organization of the profession of mediator,

with the subsequent amendments. The Customer can resort to mediation both prior to the commencement of a dispute in the competent court and in the course of such a process, in accordance with the law, by contacting an authorized mediator, included in the Authorized Mediators' File, available on the Mediation Council website (www.cmediere.ro) and on the Ministry of Justice website (www.just.ro).

29.3 In the case of legal entities Customers, the disputes between the parties will be solved amicably and, if this is not possible, by the competent law courts of Bucharest, unless the legal provisions in force determine the exclusive competence of other law courts. This clause shall not, however, limit the Bank's right to choose another law court to resolve disputes between the parties in accordance with the law. By acting as a plaintiff (claimant), the Bank may, if necessary, submit the litigation for settlement not only to the Romanian law courts but also to a foreign court having jurisdiction over the Customer.

29.4 In the event that any provision of these GBTs as well as within the Bank's specific products / services contracts is or becomes at any time unlawful, invalid or unenforceable under the applicable law, all other clauses remain unaffected and valid.

29.5 These GBTs will be applicable throughout the entire period of the contractual relationship between the Bank and the Customer. These GBTs together with the Fees and Commissions List were made available to the Customer in Romanian or English, as the case may be. In case of inconsistency, the Romanian version will prevail.

These GBTs replace the Bank's previous General Business