

**CONDITII GENERALE DE AFACERI/
GENERAL BUSINESS CONDITIONS
Rev.37/08.09.2023**

INTRODUCERE

Prezentele Conditii Generale de Afaceri (denumite in continuare „CGA”) reglementeaza cadrul general de desfasurare a raporturilor contractuale dintre UniCredit Bank SA, societate administrata in sistem dualist, cu sediul in Romania, Bucuresti, Bulevardul Expozitiei nr. 1F, inregistrata in Registrul Comertului sub nr. J40/7706/1991, in Registrul Bancar sub nr. RB-PJR-40-011/18.02.1999 , cod unic de inregistrare 361536, atribut fiscal RO, Identificator Unic la Nivel European (EUID): ROONRC.J40/7706/1991 capital social subscris si varsat 455.219.478,30 Lei, avand date de contact email: infocenter@unicredit.ro, respectiv numărul de telefon: +40 21 200 2020 (apel tarif normal în rețeaua fixă Orange România Communications) sau *2020 (apel tarif normal în rețelele mobile Telekom Mobile, Orange, RCS&RDS, Vodafone), prin unitatile sale teritoriale (denumite in continuare “Banca”) si Clientii sai, (denumiti in continuare “Client”). Autoritatea de supraveghere a Bancii este Banca Nationala a Romaniei (BNR), cu sediul central in Romania, Bucuresti, strada Lipscani nr.25, sector 3, cod postal 030031.

Baza relatiilor de afaceri dintre Client si Banca este increderea reciproca. CGA au valoare de contract, fiind obligatorii pentru parti, si sunt incheiate pe o perioada nedeterminata. In relatia de afaceri, urmatoorii termeni se vor interpreta dupa cum urmeaza:

Client reprezinta orice persoana juridica sau entitate cu/ fara personalitate juridica, de drept privat sau de drept public, care are achizitionat cel putin un produs/ serviciu al Bancii si care in relatia cu Banca actioneaza prin imputernicitii pe cont si/sau prin utilizatorii desemnati in aplicatiile electronice sau utilizatorii de card.

Contract specific reprezinta contractul prin care Clientul achizitioneaza un produs/ serviciu al Bancii.

Contract-cadru („Contract de deschidere cont pentru persoane juridice”/„Contract de deschidere cont pentru entitati publice”/Contract pentru furnizarea produselor si serviciilor bancare) reprezinta contractul de servicii de plata incheiat intre Banca si Client, prin care se executa operatiuni de plati si incasari. Contractul cadru include si prezentele CGA.

Cont reprezinta un cont bancar, inclusiv contul curent/ contul de plati, in care sunt evidentiate dupa caz disponibilitatile banesti ale Clientului si/sau sumele puse de Banca la dispozitia acestuia .

Cont curent/Cont de plati reprezinta un cont detinut de

PREAMBLE

These General Business Conditions (“GBC”) govern the general framework for the contract relations between UniCredit Bank SA, a company administered in a two-tier system, having its registered offices in Romania, Bucharest, 1F Expozitiei Blvd., 1st District, registered with the Trade Register under no. J40/7706/1991, with the Banking Register under no. RB-PJR-40-011/18.02.1999, , sole registration code 361536, fiscal attribute RO, European Unique Identifier (EUID):

*ROONRC.J40 / 7706/1991, subscribed and paid registered capital of Lei 455.219.478,30, having as e-mail contact data: infocenter@unicredit.ro, respectively telephone number +40 21 200 2020 (regular fee in Orange Romania Communications landline) or * 2020 (regular fee in Orange, RCS&RDS, Telekom Mobile and Vodafone mobile networks), by means of its territorial units (the “Bank”) and its Clients, , (the “Client”). The supervisory authority of the Bank is the National Bank of Romania (NBR), with registered offices in Romania, Bucharest, 25 Lipscani Street, sector 3, and postal code 030031.*

The business relations between the Client and the Bank are based on mutual trust. The GBC have the value of an agreement, are mandatory for the parties, and are concluded for an undetermined period. Within the business relationship, the following terms shall be construed as following:

Client means any legal entity, or any entity with/ without legal personality, private or public, that has purchased at least one product/service of the Bank and who, in relation to the Bank, act through power of attorney on the account and/or through the users designated in the electronic applications or card users.

Specific Agreement means the agreement under which the Client purchases a product/service of the Bank

Framework Agreement („Account opening Contract for legal entities”/„ Account opening Contract for public entities”/Contract for banking products and services) means the payment services agreement concluded between the Bank and the Client, under which payment operations are performed, including the GBC and the General Conditions of Use..

Account means a banking account, including a Payment account which is used to highlight all available funds of the Client and/or the amounts the Bank places at his disposal

Client, care este utilizat pentru executarea Operatiunilor de plati.

Contul de plăți accesibil online reprezinta un cont de plăți care poate fi accesat de către Client prin intermediul unei interfețe online (eg. BussinesNet)

Data de valuta reprezintă data de referinta utilizata de catre Banca pentru a calcula dobanda aferenta fondurilor debitate sau creditate din/in contul Clientului.

Descoperit neautorizat de cont reprezinta depasirea disponibilului din conturile de orice tip ale Clientului cu valoarea comisioanelor, taxelor, dobanzilor, oricaror sume datorate Bancii ca urmare a utilizarii oricarui produs/ serviciu pus la dispozitie de catre Banca.

Entitate publica reprezinta structura functionala care actioneaza in regim de putere publica si/sau presteaza servicii publice si care este finantata din venituri bugetare si/sau din venituri proprii, conform prevederilor legale aplicabile, incluzand (i) autoritatile publice ale administratiei centrale, (ii) autoritatile publice ale administratiei locale, (iii) orice alte institutii publice astfel cum sunt definite in Legea nr. 500/2002 privind finantele publice, cu modificarile ulterioare, si (iv) orice entitati asimilate acestora, care presteaza servicii de utilitate public.

Operatiune de plata reprezinta actiunea initiata de platitor sau in numele platitorului sau de beneficiarul platii cu scopul de a depune, transfera sau retrage fonduri dintr-un cont de plati utilizat in acest scop.

Operatiuni de plăți intrabancare reprezinta transfer de fonduri între conturi, unde contul beneficiarului platii este deschis la Banca.

Operatiuni de plati intrabancare de tip "INSTANT" reprezinta transfer de fonduri rapid in Lei între conturi deschise la Banca efectuat prin internet banking si mobile banking, care se identifica distinct in detaliile tranzactiei generate de serviciile internet banking si mobile banking.

Operatiuni de plăți interbancare reprezinta transfer de fonduri între conturi, unde contul beneficiarului platii este deschis la o altă institutie de credit decat Banca sau la Trezoreria Statului.

Persoana Sanctionata inseamna persoana care este - ori este detinuta ori controlata de o persoana - vizata de Sanctiuni.

Zi lucratoare reprezinta orice zi a saptamanii, mai putin sambata, duminica si orice sarbatoare nationala si/sau legala, in care institutiile de credit din Romania sunt deschise pentru public si efectueaza activitati bancare. In ceea ce priveste operatiunile de plati, „ziua lucratoare” reprezinta orice zi a saptamanii in care Banca le poate executa, conform orelor limita specifice fiecarui tip de operatiune (cut-off-time), asa cum sunt comunicate Clientului prin afisare sau alte mijloace.

Current Account/Payment account means an account held by the Client or on his behalf which is used for the execution of payment transactions;

Online Payment account means the Payment account that can be accessed by the Client through an online interface (BussinesNet Services).

Value Date means the reference date being used by the Bank in order to calculate the interest on the funds debited from or credited to the Client's account.

Unauthorised Overdraft means the exceeding of the available funds in any type of accounts of the Client by the value of the fees, charges, interests, or any amounts being owed to the Bank as result of using any product/service provided by the Bank.

Public entity means functional structure acting as public authority and/or is carrying public services and which is financed through budgetary incomes and/or own incomes, in accordance with applicable legal provisions, including (i) central public authorities, (ii) local public authorities, (iii) any other public institutions as defined by Law 500/2002 regarding the public finances, including its subsequent modifications, and (iv) any other entities assimilated to the ones above, offering public utility services.

Payment transaction means an action being initiated by the payer or in the name of the payer or by the payee for the purpose of placing, transferring or withdrawing funds from a payment account used for this purpose.

Intra-bank payment transaction - transfer of funds between accounts, where the account of the beneficiary of the payment is opened at the Bank.

"INSTANT" intra-bank payment transaction means fast transfer of funds in Lei between accounts opened at the Bank performed through internet banking and mobile banking, which is identified distinctly in the details of the transaction generated by internet banking and mobile banking services.

Interbank payment transaction means 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.

Sanctioned Person means a person who is, or is owned or controlled by, a designated target of Sanctions.

Business Day means any day of the week, except for Saturdays, Sundays and any national and/or legal holiday, on which the Romanian credit institutions are open for public and perform banking activities. Regarding the payment operations, "business day" means any day of the week in which the Bank can execute, according to its cut-off-time, as they are communicated to the Client by displaying or other ways.

Program de lucru cu publicul reprezintă perioada din ziua lucrătoare în care Banca permite accesul reprezentantului legal al Clientului în incinta unităților sale teritoriale în vederea efectuării operațiunilor bancare, conform orelor limită specifice fiecărui tip de operațiune (cut-off time), așa cum sunt comunicate Clientului prin afișare sau alte mijloace.

Prestator de servicii de plată tert – un prestator de servicii de plată, altul decât Banca, autorizat de Banca Națională a României sau de o autoritate competentă dintr-un stat membru al Uniunii Europene să presteze servicii de informare cu privire la conturi și/sau servicii de inițiere a plății și/sau servicii de confirmare disponibilitate fonduri.

Sanctiune/Sanctiuni reprezintă orice legi, regulamente, ordine executive ce se referă la sancțiuni economice, financiare ori comerciale, precum și orice alte prevederi sancționatorii administrate, aplicate, impuse ori notificate public de către:

- (a) Organizația Națiunilor Unite;
- (b) Uniunea Europeană;
- (c) Statele Unite ale Americii (în măsura permisă de legislația din România ori emisă de instituțiile Uniunii Europene);
- (d) Marea Britanie;
- (e) Guvernul, orice instituție oficială, autoritate și/sau agenție a entităților/tărilor menționate la litera a) – d); și/sau
- (f) Orice alt guvern, instituție oficială, autoritate și/sau agenție cu jurisdicție asupra oricărei Partii și/sau afiliații lor

Serviciu de informare cu privire la conturi - serviciu online, prestat de un Prestator de servicii de plată tert (altul decât Banca), ce furnizează informații consolidate în legătură cu unul sau mai multe Conturi de plată accesibile online deținute de Client la Bancă și/sau la mai mulți prestatori de servicii de plată.

Serviciu de inițiere a plății - serviciu de inițiere a unui Ordin de plată cu privire la un Cont de plată accesibil online deținut de Client la Bancă, prestat de un prestator de servicii de plată tert (altul decât Banca), la cererea Clientului.

Tara Sanctionata înseamnă orice țară sau teritoriu care este, ori al cărei/cărui guvern este subiect al Sancțiunilor la nivel de țară ori la nivel de teritoriu

Public Working Hours means the period of a Business Day during which the Bank allows the Client's legal representative to access the premises of its territorial units in order to perform banking operations, according to the limit hours that are specific for each and every operation type (cut-off time) as notified to the Client by posting, or by other means.

Third Party Payment Service Provider (TPP) – a third party other than the Bank, licensed by the National Bank of Romania or any other National Competent Authority from European Union to provide account information service and/or payment initiation service and/or funds check service

Sanction(s) mean(s) any economic, financial or trade sanctions laws, regulations, executive orders restrictive measures or other sanctions requirements enacted, administered, imposed, enforced or publicly notified by:

- (a) the United Nations;
- (b) the European Union;
- (c) the United States of America (to the extent permitted under the Romanian and the European Union legislation);
- (d) the United Kingdom;
- (e) the government, any official institution, authority and/or agency of any person listed in (a) to (d) above; and/or
- (f) any other government, official institution, authority and/or agency with jurisdiction over any party to this agreement and/or its affiliates.

Account Information Service (AIS) - an online service ensured by a Third Party Payment Service Provider (other than the Bank) through which consolidated information on one or more payment accounts held by the Client with the Bank or either another payment service provider or with more than one payment service provider is provided.

Payment Initiation Service (PIS) - a service provided by a Third Party Payment Service Provider (other than the Bank) to initiate a payment order, with respect to a Payment account accessible online held by the Client at the Bank, at the Client's request.

Sanctioned Country means any country or other territory that is, or whose government is, subject to country-wide or territory-wide Sanctions.

I. Deschiderea și administrarea conturilor

Art.1 Titularul contului

(1) La deschiderea unui cont, trebuie să se indice denumirea Clientului care este titularul contului și care trebuie să se identifice corespunzător.

I. Account opening and management

Art. 1 Account holder

(1) Upon opening an account, the Client that is the account holder shall identify according to the law.

(2) Clientul va fi reprezentat prin persoane autorizate sa il angajeze in mod valabil. Clientul poate numi persoane imputernicite sa opereze pe cont in limitele legale si statutare.

(3) Mandatul acordat imputernicitorilor se poate referi inclusiv la limitele de cheltuieli aferente instrumentului de plata utilizat de catre acestia, conform contractului specific aferent produsului contractat, sau la transferul contului intre unitatile teritoriale ale Bancii sau la inchiderea de cont.

(4) Prezentele Conditii Generale de Afaceri sunt opozabile si imputernicitorilor Clientului.

Art.2 Deschiderea conturilor

(1) Deschiderea conturilor plati/ curente si a altor tipuri de cont (depozit, escrow etc.), in moneda nationala si/sau in orice alta moneda, se face conform procedurilor interne ale Bancii si a reglementarilor legale in vigoare, cu conditia respectarii de catre Client a regulilor stabilite de catre Banca pentru deschiderea acestor tipuri de conturi, in baza documentelor solicitate de catre Banca.

(2) La momentul deschiderii contului la Banca sau al incheierii altor raporturi contractuale cu Banca, precum si pe intreg parcursul relatiei contractuale, Clientul va prezenta Bancii toate declaratiile si va pune imediat la dispozitia Bancii toate documentele, informatiile, mijloacele de identificare solicitate, in maniera si forma determinate de catre Banca, privitoare la datele de identificare ale Clientului, precum si ale tuturor entitatilor/persoanelor din structura de conducere a clientului pentru scopul cunoasterii clientelei de catre Banca, precum si orice alte documente justificative, declaratii si/sau informatii considerate relevante de Banca, inclusiv cele emise de autoritatea de inregistrare (de ex. Registrul Comertului), in orice moment ori de cate ori considera necesar pentru justificarea operatiunilor derulate prin Banca (ca de ex. incasari, plati, depuneri si retrageri de numerar etc.) si/sau pentru determinarea situatiei reale a Clientului, cum ar fi, fara a se limita la identificarea corespunzatoare a Clientului, verificarea identitatii beneficiarului si/sau sursei si destinatiei fondurilor, scopul si natura tranzactiilor efectuate prin conturile Clientului etc.

(3) Prin semnarea Contractului, Clientul certifica faptul ca toate declaratiile date in relatia cu Banca (atât cu ocazia deschiderii relatiei contractuale cu Banca, cât si ulterior) sunt reale, exacte si complete si nu a omis un fapt datorita caruia declaratiile ar putea deveni substantial false. In situatia in care orice declaratie, informatie, document furnizat Bancii (inclusiv actele constitutive, acte normative de infiintare/functionare) se modifica, sunt sau devin inexacte, necorespunzatoare sau incomplete, inclusiv in cazul in care intervin modificari ce determina incadrarea beneficiarului real al Clientului in categoria persoanelor expuse public sau a membrilor de familie ai unei persoane expuse public sau a persoanelor cunoscute ca asociati apropiati ai unei

(2) The Client shall be represented by persons being authorised to validly bind it. The Client may appoint persons to be authorized to operate by the account within the limits under the law, and under the articles of association of the company.

(3) The powers to be granted to the attorneys-in-fact may also refer to expenses limits related to the payment instrument to be used by them under the Specific Agreement related to the contracted product, or to the account transfer between the territorial units of the Bank, or to the account closing.

(4) Should the Client have appointed a representative, the present GBC shall also apply to it the same.

Art. 2 Account opening

(1) The opening of current/payment and other account types (deposit, escrow, etc.) in the national currency and/or in any other currency, shall be performed under the internal procedures of the Bank, and under the legal regulations in force, provided that the Client follows the rules having been set by the Bank for the opening of such accounts based on the documents being required by the Bank.

(2) At the time of opening an account with the Bank or at the time of closing other contractual relations with the Bank, as well as throughout the contractual relationship, the Client shall submit to the Bank all statements and shall immediately provide the Bank with all documents, information and means of identification requested, in the manner and form determined by the Bank, regarding the Client's identification data, as well as of all entities/persons in the management structure of the Client for the purpose of the Bank's knowledge of the Client, as well as any other supporting documents, statements and/or information deemed relevant by the Bank, including those issued by the registration authority (e.g. Trade Registry), at any time whenever it deems necessary to justify the operations carried out through the Bank (such as. incomings, payments, cash deposits and withdrawals, etc.) and/or to determine the real situation of the Client, such as, but not limited to, proper identification of the Client, verification of the identity of the beneficiary and/or the source and destination of the funds, the purpose and nature of the transactions carried out through the Client's accounts, etc.

(3) By signing the Contract, the Client certifies that all statements made in relation to the Bank (both at the time of entering into the contractual relationship with the Bank and subsequently) are true, accurate and complete and has not omitted a fact due to which the statements could become materially false. In the event that any statement, information, document provided to the Bank (including the by-laws, regulatory deeds issued in relation to creating/functioning of the respective Client) is or becomes inaccurate, incorrect or incomplete, including in the event that changes occur that result in the classification of the beneficial owner of the Client as a publicly exposed person or family members of a publicly exposed person or persons known to be close associates of a publicly exposed person, as these terms are defined

persoane expuse public, astfel cum aceste notiuni sunt definite in legislatie, dar si in cazul in care intervin modificari in profilul tranzactional al Clientului (cum ar fi tarile in care/prin intermediul carora tranzactioneaza sau schimbarea semnificativa a volumului tranzactiilor), Clientul va furniza Bancii imediat declaratia, informatia, documentul actualizate/modificate.

(4) Persoanele imputernicite sa opereze pe cont in numele Clientului vor furniza Bancii documentele solicitate de aceasta si isi vor depune specimenul de semnatura la Banca.

(5) Banca va permite efectuarea de operatiuni pe cont pe suport hartie numai in baza semnaturilor persoanelor autorizate de Client sa efectueze operatiuni pe cont si/sau in aplicatiile electronice, in baza autorizarii exprese acordate de Client utilizatorilor in aplicatiile electronice, in limita mandatului acordat. Specimenele de semnaturi depuse la Banca pentru efectuarea platilor instructate pe suport hartie/autorizarea expresa acordata de Client utilizatorilor in aplicatiile electronice, prin formulare specifice, pentru efectuarea de plati, sunt valabile pana la inlocuire/ revocare in scris.

(6) In cazul in care Banca ia cunostinta, prin orice mijloace, despre aparitia unor divergente/ conflicte/ neintelegeri de orice natura intre asociatii/ actionarii/ administratorii/ imputernicitii Clientului sau despre aparitia unor modificari legislative cu impact asupra produselor/serviciilor Bancare oferite Clientului, Banca are dreptul sa suspende nelimitat executarea oricarei instructiuni (ex.: creditarea/ debitarea contului, instructiuni in temeiul oricarui contract specific incheiat cu Banca etc.), pana la lamurirea situatiei in baza unor acte in forma si substanta satisfacatoare pentru Banca. Daca intr-o perioada de timp rezonabil situatia nu este clarificata, Banca poate decide incetarea raporturilor contractuale. Clientul exonereaza Banca de orice raspundere pentru pierderile pe care Clientul le-ar putea suferi ca urmare a aparitiei unei astfel de situatii.

(7) Orice operatiune de plata (ex. incasari, plati, retrageri/ depuneri de numerar etc.) se efectueaza de catre Client prin intermediul contului curent /contului de plati deschis la Banca, cu exceptia situatiilor in care prin Contractele specifice s-a stabilit altfel.

(8) In cazul in care: (a) Banca considera ca informatiile si/sau documentele prezentate de Client sunt incomplete, necorespunzatoare, nu sunt de actualitate sau Banca are suspiciuni de fraudă sau cu privire la realitatea declaratiilor, informatiilor si documentelor furnizate Bancii, (b) Clientul furnizeaza informatii si/sau documente false, eronate, incomplete, ne-actualizate sau cu privire la care Banca are indicii ca sunt false sau are suspiciuni cu privire la realitatea celor declarate sau a documentelor prezentate si/sau la operatiunile derulate prin conturile Clientului (inclusiv, dar fara a se limita la, caracterul ilicit al operatiunii sau la neconcordanța dintre operatiune si profilul tranzactional

in the legislation, but also in the event of changes in the Client's transaction profile (such as the countries in/through which he/she trades or a significant change in the volume of transactions), the Client shall immediately provide the Bank with the updated/amended statement/information/ document.

(4) The persons being authorised to operate by the account in the name of the Client shall provide the Bank with the required documents, and shall file their signature samples with the Bank.

(5) The Bank shall only allow paper based operations to be performed on the account based on the signatures of the persons being authorised by the Client to perform operations on the account and/or in the electronic applications, based on the specific authorization granted by the Client to the users in the electronic applications, within the limit of the mandate. The signature specimens having been filed with the Bank for payments instructed on paper/the specific authorization granted by the Client to the users in the electronic applications, through specific forms, for instructing payments, are valid until replaced/revoked in writing.

(6) Should the Bank become aware by any means of the occurrence of frictions/ conflicts/ differences of any nature between the partners/ shareholders/ directors/ attorneys-in-fact of the Client or by any legislative changes that may have an impact towards the banking products/services offered to the Client, the Bank shall be entitled to suspend on an unlimited basis the performance of any direction (e.g. account crediting/debiting, instructions based on any Specific Agreement concluded with the Bank, etc.), until the situation is sorted out based on documents in a form and substance the Bank deems satisfactory. Should the situation be not sorted out within a reasonable period of time the Bank may decide to terminate the contractual relationship. The Client exonerates the Bank from any liability for the losses the Client might suffer as result of such a situation arising.

(7) Any payment operation (e.g. collection, payments, cash withdrawing/ depositing etc.) shall be performed by the Client means of the current account opened with the Bank except in situations where in the Specific Agreements has been otherwise established.

(8) In such cases as: (a) the Bank considers that the information and/or documents provided by the Client are incomplete, incorrect, not up to date or the Bank has suspicions of fraud or related to the truthfulness of the client's statements, information and documents provided to the Bank, (b) the Client provides information and/or documents which are false, incorrect, incomplete, not up to date or which the Bank has clues to believe are false or has suspicions about the truthfulness of the statements or documents provided and/or the transactions carried out through the Client's accounts (including, but not limited to, the illicit nature of the transaction or the inconsistency between the transaction and the transaction profile

stabilit de Banca in privinta Clientului),(c) Clientul/beneficiarul real nu poate fi identificat in mod adecvat, (d) Clientul este implicat in activitati infractiionale sau care, potrivit politicilor si/sau procedurilor interne ale Bancii, nu sunt incluse in lista activitatilor permise a fi desfasurate de catre Clientii Bancii, cum ar fi, dar fara a se limita la, jocuri de noroc, activitati care prezinta un risc al mediului inconjurator si/sau un risc social si incalca astfel prevederile Politicii de grup privind responsabilitatile sociale si de mediu sau activitati asociate sau in legatura cu acestea, (e) Clientul declară că nu este beneficiarul real al fondurilor ce îi tranzitează contul/conturile sau dacă Banca are indicii/suspiciuni potrivit cărora Clientul nu ar fi beneficiarul real al fondurilor, (f) in alte cazuri, cu respectarea conditiilor prevazute de lege, de politicile si de procedurile interne ale Bancii si Grupului UniCredit, Banca isi rezerva dreptul de a nu intra intr-o relatie de afaceri cu Clientul/de a refuza orice cerere de deschidere cont si/sau de a nu furniza niciun alt produs/serviciu, iar in cazul in care se afla intr-o relatie de afaceri si/sau a furnizat un produs/serviciu si/sau a primit/urmeaza sa primeasca orice fel de instructiune (incluzand, fara limitare, instructiunile de plata din contracte/de la terti, precum si instructiunile in temeiul oricarui contract specific incheiat cu Banca), poate sa decida fie suspendarea relatiei contractuale existente (ex: blocarea contului, suspendarea serviciului) sau amanarea/suspendarea executarii instructiunii pana la reglarea situatiei, fie incetarea relatiei contractuale, fara notificare prealabila, sau refuzul primirii si/sau executarii instructiunii/furnizarii unui nou produs/serviciu.

(9) Clientul are toate drepturile și obligațiile prevăzute de Contract și răspunde pentru nerespectarea obligațiilor asumate prin semnarea Contractului. Clientul are obligația să utilizeze serviciul/produsul contractat conform prevederilor Contractului și ale legii și cu respectarea regulilor, politicilor și reglementărilor de conformitate ale Băncii și ale grupului din care face parte Banca.

În cazul în care menținerea relației contracuale între Bancă și Client (ori relației contractuale dintre Bancă și persoanele ce intră în relație cu Banca în mod adiacent relației dintre Client și Bancă) devine ilegală sau interzisă (potrivit regulilor, politicilor și reglementărilor de conformitate ale Băncii și ale grupului din care face parte), Banca are dreptul să înceteze prezentul Contract, fara notificare sau indepelinirea altei formalitati prealabile.

(10) Clientul înțelege că instrucțiunile transmise Bancii trebuie să fie clare, complete, neechivoce și corecte pentru efectuarea operațiunilor și este responsabil pentru respectarea procedurilor de transmitere a informațiilor conform Contractului.

Art.3 Modificari ale datelor de identificare ale Clientului

(1) Clientul are obligatia sa informeze Banca, in scris si imediat, prezentand documentele justificative aferente,

established by the Bank regarding the Client),(c) the Client/real beneficiary cannot be adequately identified, (d) the Client is involved in criminal activities or which, according to the Bank's internal policies and/or procedures, are not included in the list of activities allowed to be carried out by the Bank's Clients, such as, but not limited to, gambling, activities that present an environmental risk and/or a social risk and thus violate the provisions of the Group Policy on Social and Environmental Responsibilities or activities associated or related thereto, (e) the Client declares that he/she is not the real beneficiary of the funds that transit his/her account/account or if the Bank has clues/suspicious that the Client is not the real beneficiary of the funds, (f) in other cases, in compliance with the conditions provided by the law, the Bank's and UniCredit Group's internal policies and procedures, The Bank reserves the right not to enter into a business relationship with the Client/to refuse any application to open an account and/or not to provide any other product/service, and if it is in a business relationship and/or has provided a product/service and/or has received/is about to receive any instruction (including, without limitation, contractual/third party payment instructions, as well as instructions under any specific contract with the Bank), it may decide either to suspend the existing contractual relationship (e.g: blocking the account, suspending the service) or postponing/suspending the execution of the instruction until the situation is settled, or terminating the contractual relationship, without prior notice, or refusing to receive and/or execute the instruction/provision of a new product/service.

(9) The Client shall have all rights and obligations under the Contract and shall be liable for any failure to comply with the obligations assumed by signing the Contract. The Client is obliged to use the contracted service/product in accordance with the provisions of the Contract and the law and in compliance with the rules, policies and regulations of the Bank and the group of which the Bank is a part of.

If the maintenance of the contractual relationship between the Bank and the Client (or the contractual relationship between the Bank and persons entering into a relationship with the Bank adjacent to the relationship between the Client and the Bank) becomes illegal or prohibited (according to the rules, policies and compliance regulations of the Bank and the group of which it is a part of), the Bank shall have the right to terminate this Agreement, without notice or the fulfillment of other prior formalities..

(10) The Client understands that the instructions given to the Bank must be clear, complete, unequivocal and correct for carrying transactions and is responsible for complying with the procedures for sending information according to the Contract.

Art.3 Changes to the Client's identification data

(1) The Client has the obligation to immediately notify the Bank in writing, also producing the relevant supporting

despre orice modificari aparute in situatia sa (referitoare, dar fara a se limita la date de identificare/ autorizatie de functionare/ date din actele constitutive, de actele de infiintare sau orice alt act care ii reglementeaza modul de functionare si activitatea prestata / reprezentanti legali/ drepturi de semnatura in relatia cu Banca si/sau tertii/ forma juridica/ capacitate juridica), a oricarora dintre informatiile sau elementele mentionate la art. 2 (2) de mai sus, a documentelor/ informatiilor ce au stat la baza deschiderii de cont, respectiv la baza acordarii produsului/serviciului bancar, precum si orice alte documente/ informatii care sunt relevante in relatia cu Banca. Modificarile considerate conform legii ca fiind publice trebuie de asemenea notificate Bancii in scris si imediat. Banca nu raspunde in nici un fel de eventualele prejudicii suferite de Client sau de terti ca urmare a comunicarii cu intarziere a modificarilor survenite si a actelor justificative aferente sau a necomunicarii lor.

(2) Comunicarea modificarilor de mai sus este opozabila Bancii incepand cu ziua lucratoare urmatoare primirii de catre Banca a informarii, dovedita prin stampila de inregistrare a Bancii, aplicata pe copia Clientului, sau prin confirmarea de primire semnata de Banca. Orice comunicare primita in afara Programului de lucru cu publicul se considera primita incepand cu urmatoarea Zi lucratoare.

Art.4 Depozite

(1) La cererea Clientului, Banca poate constitui depozite in moneda nationala si/sau alta moneda, pentru suma si termenul indicate de catre Client in instructiunile de constituire a unui depozit bancar.

(2) Depozitele constituite de catre Client la Banca vor fi guvernate de catre termenii si conditiile agreeate pentru Depozite intre Banca si Client, cat si de prezentele CGA.

(3) Incetarea Contractului intervenita in caz de neindeplinirea/nerespectarea de catre Client a obligatiei de actualizare a datelor/informatiilor/documentelor furnizate Bancii, potrivit prezentului Contract, intervenirii prevederilor art 38, precum si in cazul in care decizia de incetare este impusa Bancii prin legislatia specifica si/sau de organisme/autoritatile de control/supraveghere competente nationale/internationale atrage in mod automat si incetarea depozitului la termen constituit, indiferent de implinirea termenului pentru care a fost constituit.

Art.5 Operatiuni pe cont cu acceptul/ la instructiunile Clientului

5.1 Instructiunile de orice tip (incasari, plati etc.) se pot

documents, about any changes to its status (referring without limitation to identification information / operation authorisation/ information within the articles of incorporation, by-laws, regulatory deeds or any other document/deed regulating the functioning and activity carried by the client/ legal representatives/ signature rights in relation to the Bank and/or third parties/ legal form/ legal capacity), or of any of the information or elements mentioned at art. 2 (2) from above, of the documents/ information which are relevant for the account opening, respectively for granting of banking products/services, and of any other documents/ information that are relevant for the relationship with the Bank. Any changes that under the law are considered public must also be immediately notified to the Bank in writing. The Bank shall in no way be liable for the possible damages to be suffered by the Client or by third parties as result of late notifying about the changes to have occurred, or of a failure to notify about the same.

(2) The notification about changes as mentioned above shall be opposable to the Bank starting with the Business Day following the receipt by the Bank of the notice as evidenced by the registration stamp of the Bank on the duplicate of the Client or by the receipt confirmation signed by the Bank. Any notice to be received outside the Public Working Hours shall be deemed received starting with the next Business Day.

Art.4 Deposits

(1) By request from the Client the Bank may establish deposits in the national and/or other currency with the amount and the term as stated by the Client within the directions for establishing a bank deposit.

(2) The deposits to be established by the Client with the Bank shall be governed by the terms and conditions as agreed upon for Deposits between the Bank and the Client, as well as by these GBC.

(3) The cease of the Contract in the event of non-fulfillment/non-compliance by the Client with the obligation to update the data/information/documents provided to the Bank, according to this Contract, the intervention of the provisions of art 38, as well as in the event that the termination decision is imposed on the Bank by specific legislation and/or by the bodies/the competent national/international control/supervision authorities, will also automatically result in the cease of the term deposit even before the due date, without prior formality.

Art.5 Account operations by consent/ direction from the Client

5.1 Directions of any type (collection, payments, etc.) may

receptiona in format fizic de catre Banca, in vederea executarii acestora (creditarii/ debitariei) pe/din conturile Clientului, numai in Zilele lucratoare, in timpul Programului de lucru cu publicul si cu respectarea orelor limita de primire (cut-off time) pentru fiecare tip de instructiune, asa cum sunt aduse la cunostinta Clientului de catre Banca. Instructiunile transmise Bancii de catre Client in alt mod (ex printr-un canal electronic), se vor receptiona si executa in conformitate cu prevederile Contractelor specifice, conform orelor limita specifice fiecarui tip de operatiune (cut-off time), asa cum sunt comunicate Clientului prin afisare sau alte mijloace.

5.2 Orice operatiune de plata va fi executata de catre Banca exclusiv in baza Codului unic, asa cum este definit mai jos, iar raspunderea Bancii este limitata la executarea operatiunii de plata in conformitate cu Codul unic furnizat de catre Client, indiferent de celalalte informatii suplimentare primite de catre Banca (referitoare la platitor, Client, tranzactie etc.).

5.3 Refuzul sau suspendarea procesarii operatiunilor de plata

5.3.1 Banca poate refuza ori suspenda efectuarea operatiunilor de plata in urmatoarele situatii a) in scopul respectarii obligatiei legale de monitorizare continua a relatiilor cu Clientii sai, precum ii atunci cand informatiile solicitate si furnizate de Client sunt ilizibile, incomplete sau incorecte, b) daca Clientul nu pune la dispozitia Bancii, la cererea acesteia, ori de cate ori aceasta considera necesar, orice documente si/sau declaratii considerate necesare pentru justificarea operatiunilor derulate prin Banca si/sau determinarea situatiei reale a Clientului, cum ar fi fara a se limita la identificarea corespunzatoare a Clientului, verificarea identitatii beneficiarului, sursei sau destinatiei fondurilor, c) daca operatiunea nu este in conformitate cu legile aplicabile (inclusiv reglementarile valutare in vigoare), regulamentele si practicile bancare sau Banca are suspiciuni de fraudă, d) Banca are suspiciuni privind spalarea banilor ori finantarea terorismului ori incalcarea regimurilor Sanctiunilor, inclusiv atunci cand Banca are suspiciuni privind neligitimitatea ori ilegalitatea ori lipsa de veridicitate a scopului sau naturii tranzactiei ori sursei ori destinatiei fondurilor (ex: operatiunea are conexiuni cu sau prezinta suspiciuni privitoare la tranzactii de finantare a actelor de terorism sau spalare de bani), in operatiunile de plata sunt implicate bunuri, persoane, entitati, sau teritorii in legatura cu care sunt dispuse Sanctiuni si/sau alte motive justificate obiectiv sau in conformitate cu dispozitiile legale aplicabile ori daca operatiunea implica, direct sau indirect, o conexiune cu unul din elementele ce sunt subiect al unor Sanctiuni sau care contravin regulamentelor si politicii Bancii si ale Grupului UniCredit, precum, insa nu in mod limitativ reprezentate de valuta operatiunii, persoane, entitati, teritorii sau tari, bunuri, servicii sau tehnologie, e) daca operatiunea de plata este derulata prin/ catre tari cu care Banca nu colaboreaza, datorita prevederilor legale sau regulamentelor si politicii Bancii, f) explicatiile

only be received by the Bank in physical format, in order to be performed (crediting/debiting) by/from the accounts of the Client, on business days during the public working hours, and in observing the limit receipt time (cut-off time) for each and every direction type, as notified to the Client by the Bank. The instructions sent to the Bank by the Client using different ways (e.g electronic channel) will be received and executed in accordance with the specific Contracts, according to its cut-off-time, as they are communicated to the Client by displaying or other ways.

5.2 Any payment operation shall be performed by the Bank exclusively based on the Sole Code as defined below, and the liability of the Bank shall be limited to performing the payment operation in accordance with the Sole Code as provided by the Client notwithstanding the other additional information received by the Bank (regarding the payer, the Client, the transaction, etc).

5.3 Declining or suspending payment operations

5.3.1 The Bank may decline/suspend performing payment operations in the following situations a) in order to comply with the legal obligation of continuous monitoring of relations with its Customers, as well as when the information requested and provided by the Client is illegible, incomplete or incorrect, b) should the Client do not provide the Bank, by request from the same, whenever the same would so deem necessary, any documents and/or statements deemed required in order to justify the operations being performed by means of the Bank and/or to determine the actual condition of the Client, such as but not limited to proper identification of the Client, verification of the identity of the beneficiary, source or destination of funds, c) should the operation do not comply with the applicable laws (including foreign exchange regulations in force), regulations and banking practices, or should the Bank have fraud doubts, d) the Bank has suspicions of money laundering or terrorist financing or of violations of the Sanctions regimes, including when the Bank has suspicions of the illegitimacy or illegality or untruthfulness of the purpose or nature of the transaction or the source or destination of the funds (e.g: the transaction is connected with or suspicious of terrorist financing or money laundering transactions), the payment transactions involve goods, persons, entities, or territories in relation to which Sanctions are imposed and/or other reasons justified objectively or in accordance with applicable legal provisions or if the transaction involves, directly or indirectly, a connection with one of the elements that are subject to Sanctions or that contravene the regulations and policies of the Bank and the UniCredit Group, such as, but not limited to, the currency of the operation, persons, entities, territories or countries, goods, services or technology, e) should the payment operation be performed through/towards countries the Bank does not cooperate with due to the legal provisions, or to the regulations and policies of the Bank, f) written explanations regarding the nature of the transaction ordered use licentious language; g) The Bank has

scrisse privind natura tranzacției ordonate utilizează un limbaj licentios; g) Banca are suspiciuni cu privire la realitatea celor declarate de Client conform documentelor furnizate de acesta; h) bunurile Clientului sau cele tranzacționate de Client provin din activități ilicite sau atunci când Clientul este implicat în activități infractionale; i) atunci când Clientul nu înregistrează activitate pe conturi (nu efectuează plăți și nu are încasări) pe o durată de 6 (șase) luni consecutive (cu excepția taxelor, comisioanelor și dobânzilor percepute de Banca); j) dacă operațiunea de plată este inițiată prin intermediul unui Prestator tert de servicii de inițiere a plății, din motive justificate legate de inițierea neautorizată sau frauduloasă a operațiunii conform prevederilor legale în vigoare, k) în situația desfasurării acțiunilor menționate la art 38.

5.3.2 Banca își rezervă dreptul de a solicita orice informații și/sau documente suplimentare, în oricare dintre următoarele situații: (i) în scopul respectării obligației legale de monitorizare continuă a relațiilor cu Clientii săi; (ii) în cazul unor suspiciuni privind implicarea directă sau indirectă a Clientului sau a unei/unor operațiuni ale sale în țări/teritorii și/sau cu persoane fizice și/sau cu entități având domiciliul/sediul în țări/teritorii sau aflate în legătură cu țări/teritorii/entități care fac subiectul unui regim de Sancțiuni sau în țări/teritorii identificate de Uniunea Europeană ca având grad ridicat de risc, deoarece nu dispun de sisteme efective de combatere a spălării banilor și finanțării terorismului..

5.3.3 Banca va informa Clientul despre motivele care au determinat aceste întârzieri sau opriri/refuzuri și despre durata estimată a oricărei întârzieri, cu excepția situațiilor în care o astfel de informare nu este posibilă precum , dar fără a se limita la: (i) informarea nu poate fi realizată conform legislației, reglementărilor internaționale sau actelor administrative ale autorităților implicate în emiterea sau implementarea de Sancțiuni; (ii) atunci când Banca are suspiciuni cu privire la implicarea Clientului ori contrapartidelor în activități de spălare de bani sau finanțare a terorismului sau încălcarea regimului Sancțiunilor; (iii) informarea ar fi de natură să prejudicieze eficacitatea investigațiilor pe care le efectuează Banca sau ar putea permite ocolirea, în viitor, de către Client sau de către orice terță parte implicată direct sau indirect în tranzacții ale Clientului și/sau ale Băncii, a Sancțiunilor sau a prevederilor legale privind prevenirea spălării banilor / combaterea finanțării terorismului.

Banca va permite accesul la contul de plăți odată ce motivele de blocare/refuz încetează să mai existe, fără o informare prealabilă a Clientului.

5.4 Instrucțiuni de încasare

(1) Pe durata relațiilor de afaceri, Banca este irevocabil abilitată să accepte încasări pentru Client.

(2) Pentru procesarea de către Banca a încasărilor,

suspiciuns about the truthfulness of what the Client has declared according to the documents provided by him; h) the Client's goods or those traded by the Client originate from illicit activities or when the Client is involved in criminal activities; i) when the Client does not register activity on the accounts (does not make payments and has no receipts) for a period of 6 (six) consecutive months (with the exception of taxes, commissions and interest fees charged by the Bank); j) if the payment transaction is initiated through a Payment Initiation Service Provider, for justified reasons related to the unauthorized or fraudulent initiation of the transaction in accordance with the legal provisions in force, k) in the event of the actions mentioned in art 38 .

5.3.2 The Bank reserves the right to request any additional information and/or documents in any of the following situations:

i) in order to comply with its legal obligation to continuously monitor its relations with its Clients; (ii) in case of suspicions of direct or indirect involvement of the Client or one or more of its operations in countries/territories and/or with individuals and/or with entities domiciled/headquartered in countries/territories or linked to countries/territories/entities subject to a Sanctions regime or in countries/territories identified by the European Union as high risk because they do not have effective anti-money laundering and anti-terrorist financing systems..

5.3.3 The Bank shall inform the Client of the reasons for such delays or blocking and the estimated duration of any delay, except where such information is not possible such as, but not limited to, : (i) the information cannot be provided in accordance with legislation, international regulations or administrative acts of the authorities involved in the issuance or implementation of Sanctions; (ii) where the Bank has suspicions of the Client's or its counterparties' involvement in money laundering or terrorist financing activities or breaches of the Sanctions regime; (iii) the information would be likely to prejudice the effectiveness of the Bank's investigations or could allow the Client or any third party directly or indirectly involved in the Client's and/or the Bank's transactions to avoid the Sanctions or the legal provisions on the prevention of money laundering/combating the financing of terrorism in the future.

The Bank will allow access to the payment account once the reasons for blocking cease to exist without informing the Client in advance.

5.4 Incoming payments instructions

(1) During the business relationship, the Bank is irrevocably entitled to accept incoming payments for the Client.

(2) In order for the Bank to process the incoming

urmatoarele informatii trebuie sa fie receptionate de catre Banca cumulativ: a) codul unic de identificare necesar pentru executarea corecta a incasarii (denumit in prezentele CGA „Codul unic”), alcatuit din: (i) numarul de cont deschis de Client la Banca sau codul IBAN – International Bank Account Number aferent si (ii) codul de identificare al Bancii (BIC/SWIFT) – BACXROBU; b) informatii complete cu privire la platitor: nume, numar de cont/IBAN si adresa, care poate fi inlocuita cu data si locul nasterii, numarul de identificare al platitorului sau numarul national de identitate.

(3) Clientul si Banca convin de comun acord ca Banca este indreptatita sa perceapa din fondurile transferate, contravaloarea comisioanelor/ taxelor aferente incasarii, inainte de a credita contul Clientului cu suma respectiva. Banca va evidentia separat valoarea totala a operatiunii de plata si comisioanele/ taxele percepute.

(4) Banca, in calitate de prestator de servicii de plata al Clientului beneficiar al platii, transmite prestatorului de servicii de plata al platitorului ordinul de plata initiat de catre sau prin intermediul Clientului, in termenele convenite intre Client si Banca, astfel incat plata sa poata fi efectuata, in ceea ce priveste debitarea directa, la data scadenta convenita.

(5) Pe durata relatiilor de afaceri, Banca este irevocabil si neconditionat mandatata de catre Client sa accepte pe contul acestuia depuneri de numerar, inclusiv din partea unor terti, Clientul si/ sau deponentul fiind direct raspunzatori pentru aceasta operatiune din punct de vedere al legislatiei romane, precum si pentru prezentarea documentelor si/sau declaratiilor considerate necesare pentru justificarea depunerilor de numerar. Depunerile in numerar efectuate pe contul Clientului vor fi creditate si remunerate cu coeficientul corespunzator de dobanda din ziua depunerii. Depunerile de numerar efectuate sambata sau duminica se proceseaza avand data de valuta a Zilei lucratoare imediat urmatoare.

(6) Banca va credita contul Clientului dupa ce aceasta a primit fondurile. Data valutei creditarii contului Clientului nu este ulterioara Zilei lucratoare in care valoarea Operatiunii de plata este creditata in contul Bancii in cazul in care: (i) nu exista o conversie monetara, (ii) exista o conversie monetara intre EUR si o moneda unui stat membru UE (Uniunea Europeana)/sau intre doua monede ale statelor membre UE.

5.5 Instructiuni de transfer/ plata

(1) Banca va efectua platile in conformitate cu instructiunile Clientului, daca sunt indeplinite cumulativ urmatoarele conditii: a) instructiunile sunt intocmite in scris, pe formularele puse la dispozitie de catre Banca,

payments, the following categories of information need to be cumulatively received by the Bank: a) the sole identification code as required for the proper processing of incoming payment (referred to in the present GBC as the “Sole Code”), which is formed of: (i) the number of the account opened by the Client with the Bank, or the related IBAN code – International Bank Account Number, and (ii) the identification code of the Bank (BIC/SWIFT) – BACXROBU; b) complete information regarding the payer: name, account number/IBAN, and address, which may be replaced by the birth date and place, the payer’s identification number or the national identity number.

(3) The Client and the Bank hereby mutually agree that the Bank is entitled to deduct the value of the fees/ charges related to the incoming payment from the amounts transferred before crediting it to the Client’s account. The Bank shall separately record the aggregate value of the payment transaction and the collected fees/charges.

(4) The Bank, as payment services provider for the payee Client, shall deliver a payment order initiated by or through the payee Client to the payer’s payment service provider, within the time limits agreed upon between the payee Client and the Bank, enabling settlement, as far as direct debiting is concerned, on the agreed due date.

(5) During business relationship, the Bank is irrevocably and unconditionally authorised by the Client to accept on the account of the same cash deposits, including from third parties, and the Client and/or the depositor shall be directly liable for such transaction from the standpoint of the Romanian legislation, as well as for providing the documents and/or declarations required in order to justify the cash deposits. Cash deposits made on the account of the Client shall be credited and remunerated with the relevant interest coefficient starting with the depositing date. Cash deposits made on Saturdays or Sundays will be processed with value date on the next Business Day.

(6) The Bank shall credit the Client’s account after it has received the funds. The value date of crediting the account is not subsequent to the Business day in which the amount of the payment transaction is credited to the Bank’s account except the following situations: i) there is no currency conversion, (ii) there is a conversion between EUR and a currency of an EU Member State (EU) / or between two EU Member States’ currencies.

5.5 Transfer/ Payment instructions

(1) The Bank shall execute payments according to the instructions of the Client if the following requirements are cumulatively met: a) the instructions are properly, completely, clearly, and unequivocally prepared in writing

in mod corect, complet, clar si neechivoc de catre persoanele autorizate; b) soldul contului permite executarea platii, respectiv acopera atat valoarea platilor cat si a comisiunilor aferente, si nu este indisponibilizat; c) Clientul a furnizat Bancii Codul unic, compus din: (i) numarul de cont al beneficiarului platii sau codul IBAN – International Bank Account Number aferent si (ii) codul de identificare al bancii beneficiarului platii (BIC/ SWIFT/ Routing Code), cu exceptia platilor in EUR catre beneficiari din UE/SEE si a platilor nationale in Lei unde nu este obligatorie furnizarea codului BIC.

(2) Instructiunile speciale care apar pe ordinul de transfer cu privire la modul de utilizare a banilor privesc numai beneficiarul platii si nu sunt adresate Bancii.

(3) Data valutei la care se face debitarea contului Clientului nu va fi anterioara momentului in care suma care face obiectul operatiunii de plata este debitata din cont.

5.6 In cazul in care Banca refuza executarea unei instructiuni de plata sau initierea unei Operatiuni de plata, aceasta pune la dispozitia Clientului, la ghiseele Bancii sau prin alte mijloace agreeate contractual, notificarea de refuz si, daca este posibil, motivele refuzului precum si modalitatea de remediere, in masura in care prevederile legislative permit/ nu interzic. Clientul are obligatia sa se prezinte la Banca, in vederea luarii la cunostinta a refuzului sau sa acceseze notificările trimise de Banca prin alte mijloace, in termenele mentionate la art. 5.8 de mai jos.

5.7 In cazul in care refuzul de executare sau initiere al Bancii este justificat in mod obiectiv, respectiv cel putin una dintre conditiile de la art. 5.1, 5.3, 5.4 (2) si 5.5 (1) de mai sus nu este indeplinita, ordinul de plata se considera ca nu a fost primit, iar Banca percepe comisionul pentru notificarea prevazuta la punctul 5.6 de mai sus, conform Tarifului de comisioane al Bancii/ contractului specific.

5.8 a) Banca se va asigura ca, dupa momentul primirii ordinului de plata, suma Operatiunii de plata este debitata din contul Clientului si creditata in contul prestatorului de servicii de plata al beneficiarului platii cel mai tarziu pana la sfarsitul urmatoarei zi lucratoare (T+1), pentru: (i) Operatiunile de plata in euro efectuate pe teritoriul Uniunii Europene (UE) sau in Spatiul Economic European (SEE), (ii) Operatiunile nationale de plata in lei, (iii) Operatiunile de plata care implica o singura conversie monetara intre euro si lei, efectuata in Romania, iar – in cazul Operatiunilor de plata transfrontaliere pe teritoriul UE si SEE – transferul transfrontalier are loc in euro.

b) Prin acordul Clientului si al Bancii, perioadele anterior mentionate sunt prelungite cu o Zi lucratoare suplimentara pentru Operatiunile de plata initiate pe suport de hartie.

c) Clientul si Banca convin ca termenul de executare pentru orice alte Operatiuni de plata altele decat cele

on forms provided by the Bank, by the authorised persons; b) the balance of the account allows the payment transaction, respectively it covers both the value of the payment, and of the related fees, and it was not blocked; c) the Client has provided the Bank with the Sole Code formed of: (i) the payee's account number or the IBAN code – International Bank Account Number, and (ii) the payee's bank identification code (BIC/SWIFT/Routing Code), with the exception of EUR payments with Beneficiaries from UE/EEA and Lei national payments where the BIC code is not mandatory..

(2) Any special instruction being mentioned on the transfer order about to the way of using the money shall only concern the payee and they are not addressed to the Bank.

(3) The debit value date for the payer Client's account is no earlier than the point in time at which the amount of the payment transaction is debited from the Client's account

5.6 In the event the Bank would refuse to execute a payment or the initiation of a payment transaction, it shall provide the Client, at the Bank's counters, or through other contractual agreed means, with the refusal notification, and if possible, with the reasons for it, as well as with the remedying method, to the extent that the legal provisions allow/ do not prohibit it. The Client has the obligation to come to the Bank in order to acknowledge the refusal, or to access the notification sent by the Bank through other means, within the periods mentioned in the art. 5.8 below.

5.7 In case the Bank objectively justifies the execution or initiation refusal, respectively at least one of the conditions provided in art. 5.1, 5.3, 5.5 (2) and 5.5 (1) above is not fulfilled, the payment order shall be deemed not to have been received, and the Bank shall collect the fee for the notification provided under point 5.6 above, according to the Bank's rates /the Specific agreement.

5.8 a) The Bank shall ensure that, after the payment order was received, the amount of the payment transaction shall be debited from the account of the Client, and credited to the account of the payee's payment services provider at latest by the end of the next Business Day (T+1) at latest, for: (i) payment transactions in Euro performed on the territory of the European Union (EU), or on the European Economic Area (EEA), (ii) national payment transactions in Lei, (iii) payment transactions involving only one currency conversion between Euro and Lei, carried out in Romania, and – in case of cross-border payment transactions carried out within the territory of the EU and the EEA – the cross-border transfer takes place in Euro.

b) By agreement of the Client and of the Bank the aforementioned periods are extended by one additional Business Day for paper-initiated payment transactions.

c) The Client and the Bank hereby agree that the execution time for any other Payment transactions, other

mentionate la lit.a) este de maximum 3 zile lucratoare din momentul primirii ordinului de plata.

d) Banca va aplica pentru Operatiunile de plati prevazute la art. 5.8 modalitatea de percepere a comisiunelor aferente conform dispozitiilor art. 142 din Legea nr. 209/2019 privind serviciile de plată și pentru modificarea unor acte normative, cu modificarile si completarile ulterioare („Legea nr. 209/2019”). Astfel, pentru Operatiunile de plata prestate in interiorul UE/SEE, in orice valuta, daca prestatorul de servicii de plata al beneficiarului platii din cadrul Operatiunii de plata se afla pe teritoriul UE/SEE, Banca va accepta doar aplicarea regulii de comisionare SHA (shared charging principle “SHA”- principiul comisiunelor suportate de catre fiecare parte), in care beneficiarul platii suporta pretul perceput de prestatorul sau de servicii de plata, iar Clientul suporta pretul perceput de Banca.

e) Pentru Operatiunile de plată prin transfer credit prestate în afara UE si SEE, în orice monedă, Clientul poate opta pentru aplicarea uneia din urmatoarele reguli de comisionare: a) SHA; b) OUR – în care toate comisiunile sunt suportate de plătitor, c) BEN – în care toate comisiunile sunt suportate de beneficiarul plății. In cazul in care Clientul nu indica regula de comisionare prin metodele specifice instrumentului de plata, Banca va procesa operatiunea de plata utilizand regula de comisionare SHA. Banca poate restrictiona acceptarea uneia din regulile de comisionare in cazul tranzactiilor initiale in anumite valute sau catre anumite tari din afara UE si SEE. Astfel, Banca poate notifica clientul pentru obtinerea acordului acestuia in vederea actualizarii regulii de comisionare indicate in instructiunea de plata receptionata initial de la Client sau chiar poate refuza tranzactia cu informarea Clientului.

5.9 Banca nu raspunde pentru executarea unor ordine de transfer false sau falsificate.

5.10 Clientul este responsabil pentru obtinerea tuturor avizelor si autorizatiilor, care vor fi comunicate si Bancii, in vederea executarii de catre Banca a instructiunilor de plata ale Clientului.

5.11 Clientul detinator de cont/uri in valuta va suporta cota parte din pierderile operationale sau legale generate de aparitia oricarui caz de forta majora, razboaie sau alte evenimente similare sau datorate sechestrului instituit de terte persoane in strainatate sau datorate unor acte ale autoritatilor locale sau internationale (ex. confiscare, restrictii ale dreptului de a dispune etc.) care afecteaza conturile de corespondent ale Bancii, deschise la institutii ne/rezidente, corespunzatoare valutei in care sunt deschise conturile Clientului.

5.12 Prin derogare de la obligativitatea prezentarii in scris a instructiunilor de plata, Banca poate da curs instructiunilor Clientului transmise prin diferite mijloace de comunicatie (inclusiv, dar fara a se limita la telefon, fax si BussinesNet), numai in conditiile existentei unui Contract-cadru sau Contract specific intre Banca si

than the ones mentioned at point a, is maximum 3 business days from the time the payment order was received by the Bank.

d) The Bank shall apply for the payment transactions provided in the art. 5.8, the method of charging the related fees according to the provisions of art. 142 from Law no. 209/2019 on payment services and for changing some legal acts („Law no. 209/2019”). Thus, for payment transactions performed within the EU/SEE, in any currency, if the payment service provider of the payee mentioned within the payment order is located in the EU / EEA, the Bank will only accept the application of SHA charging principle (“SHA” - the principle of commissions borne by each party), in which the payment payee bears the price charged by his payment services provider, and the Client bears the price charged by the Bank.

e) For credit transfer Payment transactions rendered outside the EU and EEA, in any currency, the Client may choose to apply one of the following charging rules: a) SHA; b) OUR - in which all commissions are borne by the payer, c) BEN - in which all commissions are borne by the payee. If the Client does not indicate the charging rule by the methods specific to the payment instrument, the Bank will process the Payment transaction using the SHA charging rule. The Bank can restrict the acceptance of one of the charging rules in the case of transactions initiated in certain currencies or to certain countries outside the EU and EEA. Thus, the Bank can notify the client to obtain his consent in order to change the charging rule indicated in the Payment transaction initially received from the Client or can reject the transaction with Client' information.

5.9 The Bank shall not be liable for executing false or forged transfer orders.

5.10 The Client is liable to obtain all licences and authorisations, which shall also be notified about to the Bank, in order for the Bank to execute the Client's payment transactions.

5.11 The Client holding foreign currency account(s) shall bear the share of the operational or legal losses generated by the occurrence of any force majeure event, wars or other similar events, or due to sequestration established by third parties abroad, or due to actions of local or international authorities (e.g. seizure, restrictions on the right to dispose, etc.) affecting the corresponding accounts of the Bank opened with resident/non-resident institutions for the currency the accounts of the Client were opened in.

5.12 By way of derogation from the obligation to submit payment instructions in writing, the Bank may only proceed with the Client's instructions transmitted through various communication means (including, but not limited to, telephone, fax and BussinesNet) provided that a Framework Agreement or Specific Agreement is in place

Client in acest sens.

5.13 Banca are dreptul de a refuza efectuarea tranzacțiilor ordonate de către Client și/sau de a înceta relațiile cu Clientul, în cazul unor declarații false sau dacă are suspiciuni cu privire la realitatea celor declarate sau documentelor furnizate de către Client, precum și în cazul în care tranzacțiile au fost ordonate fără respectarea normelor interne ale Bancii și/sau ale prevederilor legale în vigoare.

5.14 Operațiunile de plată interbancare (incasări/ plăți) se vor efectua în conformitate cu instrucțiunile din mesajul de plată și cu prevederile CGA. În cazul în care valuta creditării/ debitării este diferită de valuta contului Clientului indicat pentru incasare/ plată, Banca este împuternicită expres să convertească suma operațiunii de plată, la cursul de schimb practicat de către Banca la data executării operațiunii (credite/debite) în/din contul Clientului, astfel încât suma primită/ plătită de către Client să fie creditată / debitată din contul indicat în Operațiunea de plată, conform prezentelor CGA.

5.15. Banca poate refuza accesul la Contul de plăți accesibil online din motive justificate în mod obiectiv, legate de accesarea neautorizată sau frauduloasă a Contului de plăți accesibil online de către un Prestator de servicii terț, inclusiv de inițierea neautorizată sau frauduloasă a unei Operațiuni de plată. În aceste cazuri, în măsura în care este posibil, Banca informează Clientul platitor, dacă este posibil, înainte de refuzarea accesului și cel mai târziu imediat după aceasta, telefonic sau printr-un mijloc de comunicare electronică (notificări transmise în mesageria din aplicațiile electronice de tip internet banking și mobile banking, e-mail, SMS etc.) ca accesul la Contul de plăți este refuzat și motivele acestui refuz, cu excepția cazului în care furnizarea unor astfel de informații ar compromite motivele de siguranță justificate în mod obiectiv sau este interzisă de lege. Banca permite accesul la Contul de plăți odată ce motivele de refuz încetează să mai existe.

5.16 În legătură cu Operațiunile de plată în orice valută în interiorul UE/SEE sau în afara UE/SEE, cu excepția celor de pe teritoriul României, Banca poate în orice moment, din motive justificate, să dezactiveze/ limiteze/ suspende, temporar sau definitiv, funcționalitățile specifice serviciilor pe care le oferă clienților și care permit inițierea unor astfel de Operațiuni de plată.

Art.6 Operațiuni fără acceptul Clientului

(1) Banca are dreptul de a efectua operațiuni pe conturile Clientului (inclusiv blocarea conturilor, operațiuni de schimb valutar, etc.) fără permisiunea acestuia, în următoarele situații: (a) în cazul popririi și/sau sechestrului instituite conform legii; ; (b) plăți pentru datorii scadente (comisioane, taxe, dobanzi, speze bancare, descoperit de cont, inclusiv neautorizat, credite restante etc.) și pentru alte

between the Bank and the Client for such purpose.

5.13 The Bank is entitled to refuse the execution of the transactions ordered by the Client and/or to terminate the relationship with the Client, in cases of false statements, or should it have any doubts regarding the truthfulness of the stated facts, or of the documents provided by the Client, as well as in cases where the transactions were ordered without following the internal regulations of the Bank and/or the legal provisions in force.

5.14 Inter-bank payment transactions (incomings/ outgoings) shall be executed in accordance with the payment instructions, or in the payment transaction, and with the provisions in the GBC. Should the crediting/debiting currency be different from the currency of the account of the Client having been designated for incomings/ outgoings purposes, the Bank is expressly authorised to convert the amount of the payment transaction, at the Bank's exchange rate, applicable at execution date on the transaction (credit/debit) to/from the Client's account, so that the amount to be received/paid by the Client to be credited/debited in/from the account as designated within the payment transaction, according to the present GBC.

5.15 The Bank may refuse access to the Online Payment account for objectively justified reasons related to the unauthorized or fraudulent access of the Online Payment account by a TPP. In such cases, as far as possible, the Bank shall inform the Client, where possible, before denying access and at the latest, immediately after, by phone or through electronic communication means (notifications sent in the internet banking and/or mobile banking electronic applications messenger, e-mail, SMS, etc), that access to the Online Payment account is denied providing the reasons for such refusal, unless the provision of such information would compromise the security reasons objectively justified or it is prohibited by law. The Bank will allow access to the Online Payment account once the reasons for the refusal cease to exist.

5.16 In connection with Payment transactions in any currency within the EU / EEA or outside the EU / EEA, except Payment transactions within Romania, the Bank may at any time, for justified reasons, deactivate / limit / suspend, temporarily or permanently, the specific functionalities of the services it offers to the clients and which allow the initiation of such Payment transactions

Art.6 Transactions without Client's approval

(1) The Bank is entitled to execute transactions (including blocking the accounts, currency exchange operations etc) on the Client's account without approval from the same in the following cases: (a) in case of a garnishment or seizure against the Client's accounts/assets; (b) payments for due debts (fees, charges, interests, bank costs, overdraft, including unauthorized overdraft, overdue loans, etc.), and for other commitments having previously been undertaken

angajamente asumate anterior de Client fata de Banca; (c) stornari ale operatiunilor efectuate eronat, precum si a celor efectuate cu mentiunea "sub rezerva" (cu documente justificative anexate la extras); (d) in situatia mentionata in art. 19 alin. (2); (e) orice alte cazuri prevazute de lege (de exemplu aplicarea masurilor de inghetare a fondurilor in conformitate cu prevederile reglementărilor europene de directă aplicabilitate în domeniul sancțiunilor internaționale și în conformitate cu legislația din România privind aplicarea sancțiunilor internaționale).

(2) În cazul indisponibilizării contului/soldului contului ca urmare a celor mentionate la pct (a) si (e) de mai sus, Banca (i) are dreptul de a bloca sau dupa caz, de a debita/credita contul Clientului cu sumele respective (inclusiv dobânzile aferente); (ii) poate deschide conturi speciale în vederea aducerii la îndeplinire a măsurilor dispuse de organele de executare/autoritățile competente.

Sumele indisponibilizate/blocate/inghetate nu sunt purtatoare de dobanzi.

(3) In celelalte cazuri de la alineatul (1) de mai sus, la sesizarea platitorului, a prestatorului de servicii de plata al platitorului, a adevaratului beneficiar sau in urma descoperirii de catre Banca a erorii/ situatiei respective, Banca va avea dreptul, fiind autorizata sa debiteze/crediteze contul Clientului cu sumele aferente, (inclusiv, după caz, dobanzile aferente),cu respectarea prevederilor legale si/sau a eventualelor masuri dispuse de autoritati/organe ale statului competente..

(4) Daca Clientul are debite fata de Banca, din orice motiv (operatiuni curente, credite, descoperit de cont, inclusiv neautorizat etc.), Banca este autorizata irevocabil si neconditionat sa stinga aceste datorii prin: (i) debitarea oricarui cont deschis de Client la Banca cu prioritate fata de orice instructiune de transfer/ plata a Clientului, sau (ii) retinerea din orice sume datorate de Banca Clientului, fara a fi necesara permisiunea prealabila a Clientului. In acest caz, daca se debiteaza un cont al Clientului denominat intr-o alta valuta decat valuta datoriei catre Banca, Banca va efectua schimbul valutar utilizand cursul de schimb al Bancii practicat la momentul efectuării conversiei.

Art.7 Dreptul de creanta

Banca are dreptul, iar Clientul renunta la orice drept pe care l-ar putea avea in acest sens, sa compenseze orice pretentie, creanta pe care o are fata de Client, cu orice contra-pretentie, creanta a Clientului fata de Banca, indiferent de moneda in care este exprimata o astfel de pretentie, sau creanta. Pretentiile exprimate in valute

by the Client towards the Bank; (c) reversal of incorrectly executed transactions, as well as of those executed with the mention "with reserves" (with supporting documents attached to the statement of account); (d) in the situation described under art. 19 para. (2); (e) any other cases provided by law (for example, the application of freezing of funds measures in accordance with the provisions of the directly applicable EU regulations in the field of international sanctions and in accordance with the Romanian legislation on the application of international sanctions) Client.

(2) In case the accounts/available amounts are being blocked as a result of of what is mentioned in points (a) and (e) above, the Bank is authorised to block or, as the case may be, to debit/credit the Clients accounts with the related amounts (including the bear interest), (ii) can open special accounts in order to fulfil the measures received from the enforcement bodies/competent legal authorities.

The amounts frozen/forfeited/blocked are non-interest bearing.

(3) In all other cases mentioned in para. (1) above, as per the payer's, payer's payment services provider's, real beneficiary' request or following the discovery of the error/ the respective case by the Bank, the Bank shall be entitled and thereby authorised to debit/credit the account of the Client with the relevant amounts (including, if case may be, the related interests) in compliance with the legal provisions and/or any measures ordered by competent authorities/bodies.

(4) Should the Client have debts towards the Bank for any reason (current operations, loans, overdraft, including unauthorized overdraft etc.), the Bank is irrevocably and unconditionally authorized to cover such debts by: (i) debiting any account opened by the Client with the Bank with priority to any transfer/ payment instruction of the Client, or (ii) by set-off and withholding them from any amounts due by Bank to the Client, with no need for prior consent from the Client. In such event, should an account of the Client that is denominated in a currency other than the currency of the debt towards the Bank be debited, the Bank shall perform the currency exchange using the exchange rate of the Bank that is valid at the time of performing the conversion.

Art.7 Receivables

The Bank is entitled, and the Client waives any right it may hold in such respect, to settle any claim, receivable it has against the Client, with any counter-claim, receivable of the Client against the Bank, notwithstanding the currency such a claim, or receivable, is expressed in. The claims being expressed in different currencies shall be settled at

diferite vor fi compensate la cursul de schimb al Bancii de la data efectuării compensării, după caz.

the exchange rate of the Bank on the settlement date, as appropriate.

Art.8 Extrasul de cont

(1) Clientul este de acord ca Banca sa puna la dispozitia sa extrasul de cont direct in aplicatia electronica de tip internet banking, daca a solicitat activarea acestui serviciu si/sau la cerere, in orice moment, la ghiseele Bancii. Consimțind la acestea, partile modifica orice alta conventie contrara, intervenita anterior cu privire la suportul/forma si modalitatea utilizate de Banca pentru furnizarea informatiilor despre contul de plati si operatiunile de plata.

(2) Extrasul de cont emis de Banca reprezinta dovada deplina fata de Client cu privire la sumele si rulafele aferente disponibilitatilor banesti ale acestuia.

(3) Banca este exonerata de raspundere pentru eventualele deficiente si/sau erori ce ar putea sa apara in procesul de transmitere a extraselor de cont.

(4) Clientul are obligatia sa verifice informatiile cuprinse in extrasul de cont.

(5) Tranzactiile de tip „INSTANT” efectuate in zilele de sambata, duminica si sarbatorile nationale si/sau legale aferente sfarsitului de luna vor fi inregistrate in extrasul de cont corespunzator urmatoarei luni calendaristice.

Art.9 Comisioane si taxe

(1) Pentru serviciile acordate (inclusiv, dar fara a se limita la, pentru furnizarea de date suplimentare, SWIFT, Routing Code ale prestatorilor de plata ai beneficiarilor platilor dispuse de Client, transformarea numarului de cont furnizat de Client in cod IBAN, atunci cand operatiunea de plata necesita furnizarea codului IBAN, preluarea in custodie a biletelor la ordin etc.), Banca percepe dobanzi, comisioane, speze, taxe, conform legislatiei in vigoare si a tarifelor Bancii, cu exceptia situatiilor in care exista conventii prin care s-au stabilit alte niveluri ale acestora. Clientul suporta comisioanele aferente serviciilor prestate de catre Banca, indiferent de relatiile comerciale derulate intre Client si terte parti.

(2) Banca si Clientul pot conveni asupra pretului total pentru furnizarea, la cererea acestuia, de informatii suplimentare sau intr-un mod mai frecvent sau prin alte mijloace de comunicare decat cele specificate in contractul-cadru.

(3) Operatiunile bancare speciale/ suplimentare, precum si cele care nu sunt prevazute in tarifele Bancii, se taxeaza suplimentar prin asimilarea cu operatiuni asemănătoare sau, in cazul in care nu se pot asimila, prin negociere cu Clientul solicitant al serviciului respectiv.

(4) Banca este indreptatita sa modifice nivelul dobanzilor, comisioanelor, spezelor si taxelor, in conditiile legii si/sau in corelatie directa cu costurile sale reale privind serviciile prestate sau a costurilor de

Art.8 Account statement

(1) The customer agrees that the Bank will make available his account statement directly in the electronic internet banking application, if he has requested the activation of this service and/or upon request, at any time, at the Bank's counters. By agreeing to this, the parties modify any other contrary agreement, previously entered into regarding the support/form and method used by the Bank for providing information about the payment account and payment operations

(2) The account statement issued by the Bank shall represent the complete evidence to the Client in respect of the amounts and cash-flows.

(3) The Bank is exonerated from liability for the possible deficiencies and/or errors that might occur within the process of delivering the account statements.

(4) The Client has the obligation to check the information included to the statement of account.

(5) "INSTANT" transactions carried out on Saturdays, Sundays and national and / or legal holidays related to the end of the month will be recorded in the statement of account corresponding to the next calendar month.

Art.9 Fees and charges

(1) For the provided services (including, but not limited to, for further data provision, SWIFT, Routing Code of the payee's payment services providers, the switching of the account number provided by the Client to an IBAN code, whenever the payment transaction requires an IBAN, code to be provided, held the promissory notes in custody,) the Bank charges interests, fees, costs, charges under the legislation in force, and under the rates of the Bank, except for cases where there are in place agreements by means of which other levels of the same were set. The Client shall pay the fees related to the services having been provided by the Bank notwithstanding the business relationship between the Client and third parties.

(2) The Bank and the Client may agree about the total price for supplying, at the Consumer's request, additional information or in a frequent manner or through any other communication means specific to the Specific agreement.

(3) The special/additional banking operations, as well as those that are not provided for in the rates of the Bank, shall be additionally charged by assimilating them with similar transactions, or in the event they cannot be assimilated, by negotiation with the Client having requested such service.

(4) The Bank is entitled to change the level of the interests, fees, costs, and charges, under the conditions in the law and/or in direct correlation with the real costs regarding the services rendered or the financing costs and/or in

finantare si/sau in conformitate cu Contractele specifice incheiate cu Clientul.

(5) Orice modificare (incluzand, dar fara a se limita la, introducerea unor penalitati, comisioane, speze, taxe ori alte costuri noi) privind dobanzile, comisioanele, spezele si taxele vor fi aduse la cunostinta Clientului in timp util, prin mailing direct si/sau postare la sediile unitatilor bancare si/sau postare pe site-ul Bancii si/sau notificari in mesageria din aplicatiile electronice de tip internet banking si mobile banking si/sau prin orice alta modalitate agreata de comun acord cu Clientul.

(6) In plus fata de dobanzile, taxele si comisioanele mentionate in prezentul articol 9, Clientul suporta si cheltuielile extraordinare, in special taxele de timbru si taxele legale, timbru judiciar, impozitele, costurile aferente asigurarilor si reprezentarilor legale, costul comunicatiilor telefonice, telegrafice si prin telex, ca si taxele postale platite in cursul relatiilor de afaceri. Banca poate incasa de la Client toate aceste sume intr-o singura transa, fara a fi obligata sa emita o situatie detaliata a cheltuielilor.

(7) Banca isi rezerva dreptul de a calcula si percepe pentru orice sume datorate si neachitate de catre Client la scadenta (inclusiv comisioane si taxe) o dobanda egala cu cea aplicabila unui descoperit de cont neautorizat. Dobanda datorata de Client pentru descoperitul de cont neautorizat se calculeaza conform prevederilor capitolului IV. Dobanda, Art.24 Calculul dobanzii.

(8) Banca are dreptul sa debiteze conturile Clientului, fara permisiunea prealabila a acestuia, cu sumele reprezentand taxe si/sau impozite aferente operatiunilor/ documentelor ordonate/ primite de la/ pentru Client. In cazul in care acest lucru nu este posibil, Banca are dreptul de a nu efectua operatiunea si de a returna documentele.

(9) Clientul va despagubi integral Banca pentru orice costuri, cheltuieli si alte obligatii pe care Banca trebuie sa le suporte in cadrul procedurilor judiciare si extrajudiciare, in cazul in care Banca devine parte in proceduri legale si dispute dintre Client si o terta parte.

(10) Toate comisioanele platibile in alta valuta decat cea exprimata in Lista de comisioane se vor calcula si percepe folosind cursul de schimb al Bancii valabil la data debitarii contului aferent operatiunii efectuate, cu exceptia comisioanelor aferente platilor in valuta si in LEI transfrontaliere, care se vor calcula si percepe folosind cursul de schimb BNR de la data debitarii contului

(11) Orice suma platibila de Client Bancii conform prezentului articol va putea fi debitata de Banca din orice cont al Clientului.

(12) În cazul în care sunt îndeplinite cumulativ urmatoarele condiții: (i) nu exista in derulare contracte specifice incheiate de Client cu Banca sau cu alte entitati din Grupul UniCredit, dupa caz, pentru acordarea de facilitati de credit sau constituirea de

accordance with the Specific Agreements having been concluded with the Client.

(5) Any change (including, but not limited to, the implementing of penalties, fees, bank costs, charges, or other new costs) to the interests, fees, bank costs, and charges shall be timely notified to the Client, by direct mailing and/or by posting in the Bank's territorial units and/or by posting on the bank's site and/or notification in internet banking and/or mobile banking electronic applications messenger and/or by any other means agreed with the Client.

(6) Besides the interests, charges, and fees as mentioned within the present article 9, the Client shall also bear the extraordinary expenses, particularly stamp duties and legal charges, legal stamp, taxes, costs related to insurances and legal representation, the cost of telephone, telegraph and telex communications, as well as postal charges paid during the business relationship. The Bank may collect all such amounts from the Client in a single instalment, without obligation to issue a detailed statement of expenses.

(7) The Bank reserves the right to calculate and charge for any amounts owed, and unpaid by the Client on their due dates (including fees and charges) an interest equal to the one that is applicable for an unauthorised overdraft). The interest owed by the Client for the unauthorized overdraft is calculated according to the provisions of chapter IV. Interest, Art.24 Interest calculation.

(8) The Bank is entitled to debit the accounts of the Client, without the latter prior consent, with the amounts representing duties and/or taxes related to the operations/ documents ordered by/ received from/for the Client. If this is not possible, the Bank is entitled not to perform the operation, and return the documents.

(9) The Client shall completely indemnify the Bank for any costs, expenses, and other liabilities the Bank has to bear within the legal and extra-legal procedures should the Bank become a party in legal procedures and dispute between the Client and a third party.

(10) All of the fees that are payable in a currency other than the one as specified within the Fees List shall be calculated and charged using the exchange rate of the Bank on the account debiting date, with the exception of fees related to foreign currency and RON cross-border payments which shall be calculated and charged using the exchange rate of the National Bank on the account debiting date.

(11) Any amount that is payable by the Client to the Bank according to the present article may be debited by the Bank from any account of the Client.

(12) If the following conditions are cumulatively met: (i) there are no ongoing specific contracts concluded by the Client with the Bank or other entities from the UniCredit Group, as the case may be, for the granting of credit facilities or the establishment of deposits

depozite, (ii) nu există operațiuni pe contul/rile Clientului, inclusiv prin utilizarea cardului de debit, pentru o perioadă de 6 luni consecutiv (cu excepția taxelor și comisioanelor percepute de Banca), (iii) soldul fiecăruia dintre conturile detinute este zero sau mai mic de zero, (iv) Clientul nu înregistrează datorii rezultate din facilitati de credit contractate cu Banca sau cu alte entitati din Grupul UniCredit, Banca nu va mai percepe comisionul pentru administrarea lunară a contului/rilor, a cardului/ cardurilor de debit atașate, precum și comisioanele pentru administrarea aplicatiilor electronice de tip internet banking si mobile banking, pe perioada de inactivitate pe cont/conturi. Comisioanele vor avea valoarea 0 (zero) începând cu luna următoare celei în care sunt îndeplinite cumulativ cele patru condiții. Clientul este de drept în întârziere pentru sumele datorate Băncii și scadente la termenele în Contract, acestea fiind scadente în continuare și datorate Băncii până la plata lor integrală. Începând cu luna din care, urmare a derularii unor operațiuni pe contul/rile Clientului, soldul contului devine pozitiv, comisionul pentru administrarea lunară a conturilor, comisionul pentru furnizarea (administrarea) cardului de debit și comisioanele pentru administrarea aplicatiilor electronice de tip internet banking si mobile banking vor avea valoarea precizată în Lista de comisioane / Contractul specific.

Art.10 Reclamatii

(1) Reclamațiile cu privire la informațiile evidențiate în extrasul de cont, altele decât cele privind operațiunile de plata neautorizate sau executate incorect, precum și cu privire la orice alta comunicare a Băncii trebuie notificate Băncii în scris, în maxim 5 zile de la data comunicării extrasului de cont în forma agreată/ comunicării respective. Lipsa unei notificări în termenul menționat va fi considerată ca acceptare tacită din partea Clientului a conținutului respectivului extras/ respectivei comunicări, decazându-l în același timp din dreptul de contestatie ulterioară.

(2) Banca nu este obligată să informeze Clientul cu privire la efectuarea oricărei tranzacții.

(3) În cazul unei operațiuni de plata neautorizate sau executate incorect, inclusiv în cazul operațiunilor de plata inițiate printr-un Prestator tert de servicii de inițiere a plății, Clientul are obligația să notifice de îndată Banca, fără întârziere nejustificată, dar nu mai târziu de 3 luni de la data debitării, asupra faptului că a constatat o operațiune de plata neautorizată sau executată incorect, care da naștere unei plângeri.

(4) În termen de maxim 15 zile lucrătoare de la data primirii unei reclamații în legătură cu o operațiune de plata, Banca: (i) va transmite un răspuns Clientului sau (ii) în situații excepționale în care răspunsul nu poate fi transmis în termenul mai sus menționat, va comunica Clientului un răspuns provizoriu, care să indice în mod

, (ii) there are no transactions on all Client's accounts, including through the use of the debit card, for a period of 6 consecutive months (except for fees and commissions charged by the Bank) and (iii) the balance of each of the accounts held is zero or less than zero, (iv) the client does not register debts resulted from credit facilities contracted with the Bank or other entities from the UniCredit Group, the Bank will no longer charge the monthly fees pertaining to the current account(s), attached debit card(s) and internet banking and/or mobile banking. The fees will have the value 0 (zero) starting with the month following the one in which the four conditions are cumulatively fulfilled. The Client's debt is de jure considered as being due and payable for the amounts owed to the Bank and due upon the terms specified in the Contract, such debt being due and payable to the Bank until their full payment.. Starting with the month from which, following the operations on the Client's account(s), the account balance becomes positive, the monthly current account/s administration fee, the fee for the provision (administration) of the debit card, as well as the internet banking and/or mobile banking electronic applications monthly administration fee, will have the value specified in the Bank's Fees List/the Specific agreement.

Art.10 Complaints

(1) The complaints regarding the information in the statement of account, other than that regarding unauthorized or incorrectly executed payment transactions, as well as those regarding any other notice from the Bank, need to be notified to the Bank in writing within maximum 5 days after the statement of account/ the relevant notice was delivered in the agreed form. The failure to notify within the mentioned term shall be considered a silent acceptance by the Client of the content of such statement of account/ notice, decaying him from the right of ulterior appeal.

(2) The Bank is not obliged to notify the Client about the performance of any transaction.

(3) In the event of an unauthorized or incorrectly executed payment transaction, including Payment transactions initiated via a Payment Initiation Service Provider (PISP), the Client has the obligation to immediately notify the Bank, without unjustified delay, not later than 3 months after the debiting date, about the fact that it has found an unauthorized or incorrectly executed payment transaction that led to a complaint.

(4) Within no more than 15 business days from receipt of a complaint in connection with a payment transaction, the Bank shall: (i) provide a response to the Client; or (ii) in exceptional circumstances where the response can't be sent within the above-mentioned deadline, shall communicate to the Client a provisional response, indicating the reasons why the response to the complaint will be delayed and the deadline for the final reply, without

clar motivele pentru care răspunsul la plângere va ajunge cu întârziere și cu precizarea termenului de transmitere a răspunsului definitiv, fără ca acesta să depășească de 35 de zile lucrătoare.

Art.11 Incetarea dreptului de a efectua operațiuni pe cont

(1) În cazul decesului reprezentantului/ imputernicitului legal al Clientului, acesta (Clientul) va notifica de îndată Banca și va modifica în mod corespunzător fișa specimenelor de semnătură.

(2) În cazul în care, din motive interne ce țin strict de voința Clientului, dreptul de semnătură al reprezentantului/imputernicitului legal al Clientului este retras, Clientul va notifica de îndată Banca, va depune documentele justificative în acest sens și va reface fișa specimenelor de semnătură.

(3) Lipsa notificării Bancii și/sau nedepunerea documentelor justificative conform prevederilor legale, aferente modificărilor de mai sus, exonerează Banca de orice răspundere.

(4) Persoanelor care primesc, pe baza unor documente legale, dreptul de a dispune de sumele existente în conturile deschise la Banca, li se va permite să beneficieze de acest drept la prezentarea documentelor respective (în original sau în copie legalizată de un Notar Public, consulat, greșă instanței emitente, după caz).

II. Derularea relațiilor de afaceri

Art.12 Circuitul documentelor

(1) Banca nu își asumă nicio răspundere pentru autenticitatea, validitatea sau caracterul complet al documentelor și nici pentru efectele adverse care ar putea apărea ca urmare a utilizării unor materiale nepotrivite, nici pentru interpretarea sau traducerea incorectă a acestor documente, și nici pentru tipul, cantitatea sau natura bunurilor care ar putea fi menționate în aceste documente.

(2) Documentele emise de o autoritate străină prezentate Bancii, cum ar fi acte de identitate sau autorizații vor fi examinate cu diligență de către Banca. Totuși, Banca nu își asumă nicio responsabilitate în ceea ce privește autenticitatea acestora.

(3) Banca nu este obligată să verifice autenticitatea, caracterul complet sau validitatea unor documente redactate în limba română sau într-o limbă străină care privesc numirea judecătorilor sindici sau a altor administratori.

(4) Clientul va suporta orice pierdere curentă sau viitoare datorată falsificării, nevalabilității legale sau interpretării și/sau traduceri incorecte a unor astfel de documente transmise Bancii.

exceeding 35 working days.

Art.11 Termination of the right to perform account operations

(1) In the event of the Client's legal representative death, the Client shall immediately notify the Bank and it shall accordingly modify the signature specimen.

(2) If the Client's legal representative signature right is withdrawn due to the Client's internal reasons, the Client shall immediately notify the Bank, it shall provide the justifying documents and it shall present a new signature specimen.

(3) The Bank shall be in no case liable, if the above-mentioned notification and/or justifying documents are not presented.

(4) The persons that receive, based on legal documents, the right to dispose of the amounts in the accounts opened with the Bank shall be allowed to benefit from such right upon producing the relevant documents (in original, or in copy having been certified by a Notary Public, a consulate, a clerk of the issuing court, as appropriate).

II. Carrying-on of the business relationship

Art.12 Documents flow

(1) The Bank undertakes no liability for the authenticity, the validity, or the completeness of the documents or for the adverse effects that could occur as result of using improper materials, or for the incorrect construction or translation of such documents, or for the type, the quantity, or the nature of the goods that could be mentioned within such documents.

(2) The documents issued by a foreign authority being submitted to the Bank, such as identity documents or authorisations, shall be diligently examined by the Bank. However, the Bank undertakes no liability for the authenticity of the same.

(3) The Bank shall not be bound to check the authenticity, the completeness, or the validity of documents having been prepared in Romanian, or in a foreign language, that regard the appointment of bankruptcy judges or of other executors/ administrators.

(4) The Client shall bear any current or future loss due to forgery, legal invalidity, or misinterpretation, and/or wrong translation of such documents being delivered to the Bank.

Art.13 Comunicări/Notificări în legătură cu

Art.13 Communications/Notifications regarding the

Contractul specific/Contractul-cadru

(1) Prin comunicari se intelege transmiterea de catre Banca a oricarui document, informatie, notificare (inclusiv extras de cont) catre Client, in executarea prezentelor CGA si/sau in vederea incheierii/executarii contractelor specifice, prin mijloacele de comunicatie stabilite de comun acord in CGA sau Contractele specifice, care cuprind si cerintele tehnice ale echipamentelor necesare, daca este cazul.

(2) Comunicarile scrise ale Bancii sunt considerate primite de catre Client, dupa perioada de timp normala conform circuitului postei pentru receptia respectivelor comunicari, daca acestea au fost expediate la ultima adresa notificata Bancii de catre Client, chiar daca adresa respectiva este a unui tert indreptatit sa primeasca corespondenta.

(3) Expedierea se considera indeplinita daca Banca intra in posesia unei confirmari de orice fel de la Client sau de la firma de curierat/posta, a unei copii a scrisorii in discutie, purtand semnatura in original a Clientului sau a reprezentantilor acestuia, sau daca expedierea/primirea este confirmata prin borderoul/documentul de expediere sau printr-o confirmare de primire emisa de posta sau de un serviciu de curierat, dupa caz.

(4) Banca poate folosi orice mijloc de comunicare (scrisori, telefon, fax, SMS, posta electronica – e-mail, afisare la sediile unitatilor teritoriale, mesageria din aplicatiile electronice de tip internet banking si mobile banking, etc.) pentru a informa Clientul, referitor la orice aspect, inclusiv, dar fara a se limita la, refuzul accesului la contul accesibil online al Clientului prin intermediul unui Prestator de Servicii de informare cu privire la conturi sau de către un Prestator de servicii de inițiere a platii, in conditiile acestui document si al prevederilor legale.

(5) Clientul intelege ca intreaga corespondenta transmisa de Banca sau Client in/din mesageria din aplicatiile electronice de tip internet banking si mobile banking poate fi accesata si vizualizata de oricare din imputernicitii Clientului desemnati prin formularul specific de autorizare si se obliga sa aduca la cunostinta acestora obligatia de pastrare a secretului bancar/profesional. Banca nu poate fi tinuta raspunzatoare pentru eventualele prejudicii/daune create prin incalcarea unei astfel de obligatii de catre Client sau imputernicitii sai.

(6) Banca nu isi asuma nicio responsabilitate in ceea ce priveste efectele si consecintele de orice natura decurgand din utilizarea vreunui mijloc de comunicatie pentru transmiterea catre Client a oricaror comunicari, precum si din intarzierea, nereceptionarea, deteriorarea, pierderea sau din alte erori de transmisie a mesajelor, scrisorilor sau documentelor, inclusiv a celor ce se refera la operatiuni de decontare inter si intra bancare.

(7) Clientul se obliga sa isi ridice

Specific Contract/Framework Agreement

(1) By notices there is understood the delivery by the Bank of any document, information, notice (including a statement of account) to the Client, in performing under the present GBC, and/or in order to conclude/execute the Specific Agreements, by means of the communication means as mutually agreed upon within these GBC, or within the Specific Agreements, which may also include the technical requirements for the required equipment, if any.

(2) The written notices from the Bank shall be deemed received by the Client after the regular time period as required according to the postal circuit in order to receive such notices, should the same have been sent by the Client at the latest notified address of the Bank, even though such address may belong to a third party that is entitled to receive the mail.

(3) The sending shall be deemed accomplished should the Bank receive any kind of acknowledgement, from the Client or from the express courier service/postal office or a copy of the relevant letter bearing the original signature of the Client, or of the representatives of the same, or if the sending/receipt is confirmed by the shipping document or by a confirmation of receipt issued by the postal office or by an express courier service, as appropriate.

(4) The Bank may use any means of communication (letters, telephone, fax, SMS, electronic mail – e-mail, posting at the offices of the territorial units, internet banking and/or mobile banking electronic applications messenger, etc.) in order to notify the Client about any issue, including, but not limited to the refusal to of access to the Client's Online Payment account through an Account Information Service Provider (ASIP) or by a Payment Initiation Service Provider (PISP) under the terms of this document and legal provisions.

(5) The Client understands that all correspondence sent by the Bank/Client in/from the internet and/ or mobile banking applications messenger can be accessed and viewed by any of Client's authorized representatives appointed through the specific authorization form and undertakes to inform them of their obligation to preserve banking/professional secrecy. The Bank is not responsible for any damage generated by the violation of such obligation by the Client or his representatives.

(6) The Bank undertakes no responsibility as regards the effects and the consequences of any nature to result from the use of any means of communication in order to deliver to the Client any notices, as well as from the delay, the non-receiving, damaging, loss, or other errors in transmitting messages, letters, or documents, including those referring to inter- and intra-banking settlement operations.

(7) The Client binds itself to pick up daily the

corespondenta/documentele puse la dispozitie din/in unitatile Bancii zilnic, in caz contrar, Banca putand distruge orice corespondenta neridicata de Client in timp de 3 luni de la data emiterii, precum si sa verifice in mod regulat canalele de comunicare stabilite cu Banca pentru primirea corespondentei/notificarilor.

(8) Clientul este de acord sa primeasca notificari de la Banca pe adresa de posta electronica (e-mail) declarata in relatia cu Banca, precum si in mesageria din aplicatiile electronice de tip internet banking si mobile banking, in ultimul caz, prin oricare din imputernicitii sai desemnati conform Contractelor specifice si indiferent de dreptul/urile de utilizare/de accesare a modulelor acordate acestora. Notificarea transmisa pe e-mail se considera primita de catre Client la data si ora inregistrata de aplicatia de email, iar cea transmisa in mesageria din aplicatiile electronice la data si ora postarii/inregistrarii acesteia in aplicatie.

(9) Orice notificare/document va fi transmis/ă de Client Băncii prin înmănare directă ori prin scrisoare recomandată cu confirmare de primire. Clientul va putea transmite informatii/documente si prin alte canale/mijloace de comunicare precum posta electronica(e-mail) si/sau mesageria din aplicatiile electronice de tip internet banking si mobile banking in oricare din urmatoarele situatii: (a) la solicitarea Bancii, (b) conform prevederilor Contractelor Specifice, (c) in orice alte situatii stabilite si comunicate Clientului de catre Banca. Comunicarile/documentele transmise prin mesageria din aplicatiile electronice de tip internet banking si mobile banking, de oricare din imputernicitii desemnati de Client, conform Contractelor specifice si indiferent de dreptul/urile de utilizare/de accesare a modulelor acordate prin formularul specific de autorizare sunt considerate a fi transmise in numele si pentru Client.

Art.14 Autorizarea operatiunilor de plata. Revocare

(1) Pentru a da curs instructiunii Clientului, operatiunea de plata trebuie sa fie autorizata inainte de executarea sa, respectiv Clientul si-a exprimat consimtamantul pentru executarea respectivei operatiuni de plata, in forma agreata cu Banca.

(2) Consimtamantul consta in: (a) *pentru operatiunile pe suport hartie* – semnatura olografa a Clientului/mandatarului/ imputernicitului pe cont, conform specimenului de semnaturi, anexa la contractul de deschidere de cont; (b) *pentru operatiunile dispuse prin diferite mijloace de comunicatie* (fax, telefon etc.), precum si pentru operatiunile dispuse prin alte instrumente de plata (aplicatia de tip internet banking si/sau mobile banking, card, Debitare Directa, etc.) – conform Contractelor specifice incheiate intre Client si Banca.

(3) Clientul isi poate retrage consimtamantul in orice moment, dar inainte de momentul primirii de catre Banca a ordinului de plata, conform art.16 de mai jos.

mail/documents from the Bank otherwise the Bank may destroy any mail to have not been picked up by the Client 3 months after its issue date, as well as to regularly check the communication channels agreed with the Bank for receiving notices.

(8) The Client agrees to be notified by the Bank on the e-mail address declared in relation to the Bank as well as in the internet and mobile banking electronic applications messenger, in the latter case, through any of his authorized representative appointed according to the Specific Contracts and regardless of the rights of use/to access products/ granted to them by the authorization received. The notification sent by e-mail is considered received by the Client on the date and time recorded by the e-mail application, and the one sent in the electronic applications messenger on the date and time of its posting/date of registration in the application.

(9) Any notification/document will be sent by the Client to the Bank by direct delivery or by registered letter with confirmation of receipt. The Client will be able to send information/documents through other channels/means of communication such as e-mail and/or messaging from electronic applications such as internet banking and mobile banking in any of the following situations: (a) at the request of the Bank, (b) according to the provisions of the Specific Contracts, (c) in any other situations communicated to the Client by the Bank. The communications/documents sent from the internet and mobile banking electronic applications messenger, by any of the authorised representatives appointed by the Client, according to the Contracts specific and regardless of the right(s) to use/access the modules granted through the specific authorization form are considered to be transmitted on behalf of and for the Client.

Art.14 Authorising payment operations. Revocation

(1) In order to proceed with a direction from the Client, the payment transaction needs to be authorised before its execution, respectively the Client has expressed his-/her-/its consent to execute the relevant payment transaction, in the form as agreed upon with the Bank.

(2) The consent consists of: (a) for hard copy transactions – the handwritten signature of the Client/ attorney in fact/ authorised person by the account, according to the signature specimen as attached to the account opening agreement; (b) for transactions being ordered through various means of communication (fax, telephone, etc.), as well as for transactions ordered through other payment instruments (internet banking and/or mobile banking applications, card, Direct Debit etc.) – according to the Specific Agreements having been concluded between the Client and the Bank.

(3) The Client may withdraw its consent at any time, provided that such time is before the Bank receives the payment order under art. 16 below.

(4) Consimtamantul exprimat pentru executarea mai multor operatiuni de plata poate fi retras in scris sau prin alte mijloace de comunicare, daca au fost agreeate expres, de catre Client, iar orice operatiune de plata viitoare este considerata neautorizata.

(5) Retragerea consimtamantului intra in vigoare in Ziua lucratoare urmatoare zilei in care Banca primeste revocarea.

(6) Clientul nu poate revoca un ordin de plata dupa ce acesta a fost primit de catre Banca. In cazul in care Clientul si Banca au convenit ca executarea ordinului de plata sa inceapa la o data ulterioara convenita, Clientul poate revoca ordinul de plata pana cel mai tarziu la sfarsitul zilei de lucru cu publicul al Bancii din ziua lucratoare care precede ziua convenita pentru debitarea fondurilor.

(7) In cazul in care operatiunea de plata este initiata printr-un Prestator tert de servicii de initiere a platii sau de catre beneficiarul platii sau prin intermediul beneficiarului platii, Clientul nu poate revoca ordinul de plata dupa transmiterea acestuia sau dupa exprimarea consimtamantului sau de executare a operatiunii de plata catre Prestatorul tert de Servicii de initiere a platii pentru a initia Operatiunea de plata sau dupa acordarea consimtamantului catre beneficiarul platii. Prin exceptie, in cazul unei debitari directe, Clientul poate revoca ordinul de plata, fara a aduce atingere drepturilor de rambursare, pana cel mai tarziu la sfarsitul Programului de lucru cu publicul al Bancii din Ziua lucratoare care precede ziua convenita pentru debitarea fondurilor.

(8) Operatiunea de plata poate fi revocata si ulterior termenelor de la punctele (6) si (7) de mai sus, daca este posibil si daca Banca si Clientul agreeaza in mod expres in acest sens prin acord scris. In cazul prevazut la punctul (7) este necesar si acordul beneficiarului platii. In aceste situatii, Clientul va achita Bancii comisionul de revocare, conform Contractului-cadru/Contractului specific incheiat si/sau Listei de comisioane a Bancii.

(9) Revocarea trebuie efectuata si transmisa Bancii in scris sau prin intermediul mijlocului de comunicare agreeat printr-un Contract specific.

(10) Clientul care foloseste un instrument de plata are urmatoarele obligatii: (a) sa utilizeze instrumentul de plata in conformitate cu termenii care reglementeaza emiterea si utilizarea acestuia si, deodata ce Clientul primeste un instrument de plata, acesta, in mod special, ia toate masurile rezonabile pentru a pastra elementele de securitate personalizate in siguranta impotriva utilizarii neautorizate a instrumentului de plata (aplicatia de tip internet banking si/sau mobile banking, card, etc.); (b) sa notifice Banca sau entitatea desemnata de aceasta, fara intarziere, deodata ce ia cunostinta de pierderea, furtul, folosirea fara drept a instrumentului sau de plata sau de orice alta utilizare neautorizata a acestuia, conform prezentelor CGA si/sau a Contractelor specifice.

(4) A consent to execute a series of payment transactions may be withdrawn in writing, or by other communication means if the same were expressly agreed upon by the Client, and any future payment transaction shall be deemed unauthorized.

(5) The withdrawal of the consent comes into force on the Business Day after the day the Bank has received the revocation.

(6) The Client may not revoke a payment order once it has been received by the Bank. Should the Client and the Bank have agreed for the execution of a payment order to start on a subsequent date as agreed upon, the Client may revoke the payment order at latest by the end of the Public Working Hours on the Business Day preceding the day having been agreed upon for funds debiting purposes.

(7) If the payment operation is initiated by a third-party provider of payment initiation services or by the payment beneficiary or through the payment beneficiary, the Client may not revoke the payment order after transmitting the payment order or after giving the consent for execution of the payment operation to the third-party provider of payment initiation services to initiate the payment operation or after granting consent to the payment beneficiary. By way of exception, in the event of a direct debiting, the Client may revoke the payment order without impairing his/her/its rights to be reimbursed, at latest by the end of the Public Working Hours on the Business Day preceding the day having been agreed upon for funds debiting purposes.

(8) The payment transaction may also be revoked subsequent to the terms under items (6) and (7) above, if possible and if the Bank and the Client expressly agree upon such action by means of a written agreement. In the case that is provided for under item (7) the approval from the payee shall also be required. In such cases, the Client shall pay to the Bank the revocation fee under the Framework Agreement/Specific Agreement having been concluded, and/or under the Fees List of the Bank.

(9) The revocation needs to be prepared and delivered to the Bank in writing, or through the communication means as agreed upon by means of a Specific Agreement.

(10) The Client using a payment instrument has the following obligations: (a) to use the payment instrument in accordance with the terms governing the issue and the use of the payment instrument, and as soon as the Client receives a payment instrument, the same shall especially take all reasonable methods to keep the personalised security features safe from any unauthorised use of the payment instrument

(internet banking and/or mobile banking application, card, etc.); (b) to notify the Bank, or the entity having been appointed by the latter, without delay, as soon as he/she/it has become aware of loss, theft, use without entitlement of his/her/its payment instrument, or any other unauthorised use of the same, according to the present GBC and/or to the Specific Agreements.

(11) Prin metode rezonabile se inteleg masurile identificate in Contractele specifice fiecarui instrument de plata, precum si in prezentele CGA.

Art.15 Blocarea conturilor si a instrumentelor de plata. Limite de tranzactionare

(1) Banca are dreptul de a bloca, suspenda total sau partial, temporar sau definitiv sau de a dezactiva instrumentul de plata/functionalitati ale instrumentului de plata din motive justificate in mod obiectiv, legate de: a) securitatea instrumentului de plata b) de o suspiciune de utilizare neautorizata sau frauduloasa a acestuia c) in cazul unui instrument de plata cu o linie de credit, de un risc sporit in mod semnificativ ca platitorul sa fie in incapacitatea de a se achita de obligatia de plata sau d) conformitatea cu legile aplicabile (inclusiv reglementările valutare în vigoare), regulamentele și practicile bancare ori Clientul a utilizat Contul curent/Contul de plăți în scopuri ilegale sau Banca are suspiciuni de fraudă sau cu privire la scopul și/sau natura tranzacției (ex: operatiunea are conexiuni cu tranzacții de finantare a actelor de terorism sau spalare de bani), în operatiunile de plata sunt implicate bunuri, persoane, teritorii în legatura cu care sunt dispuse sanctiuni și/sau alte motive justificate obiectiv sau în conformitate cu dispozitiile legale aplicabile.

(2) In aceste cazuri, Banca informeaza Clientul in conditiile prevazute la sectiunea 5.3.3 de mai sus care se aplica mutatis mutandis..

(3) Banca deblocheaza instrumentul de plata sau il inlocuieste cu un nou instrument de plata, dupa caz, odata ce motivele de blocare inceteaza sa mai existe.

(4) Banca are dreptul de a bloca total sau partial Conturile Clientului, respectiv de a nu permite efectuarea de operatiuni pe cont, daca acesta declara Bancii informatii eronate, furnizeaza informatii incomplete/insuficiente sau nu comunica Bancii informatiile necesare realizarii operatiunilor bancare solicitate sau de actualizare date, in procesul de cunoastere a clientelei, și/sau orice alte informatii necesare indeplinirii obligatiilor sale legale, a celor stabilite de normele sale interne și/sau ale Grupului UniCredit sau în oricare dintre cazurile menționate la art. 5.3 de mai sus. Pe durata blocarii Contului/Conturilor curente: (a) Clientul datoreaza Bancii in continuare comisionul de administrare cont, (b) se va inregistra și calcula dobanda debitoare sau creditoare, dupa caz, (c) sunt permise incasarile in cont (cu exceptia situatiilor interzise de reglementarile aplicabile), (d) instructiunile de plata ale Clientului nu vor fi executate de Banca, acestea considerandu-se neprimite, (e) nu vor putea fi utilizate instrumentele de plata cu acces la contul/conturile blocate. Pe durata blocarii celorlalte tipuri de Cont, nu va fi permisa efectuarea de operatiuni de retragere totala sau partiala a fondurilor existente in acestea.

(5) Banca este indreptatita sa instituie in mod unilateral, fara notificare prealabila, limite/praguri aplicabile

(11) By reasonable methods there are understood the actions as identified within the Specific Agreements for each and every payment instrument, as well as within the present GBC.

Art.15 Blocking of the Accounts and of the payment instruments. Transactional limits

(1) The Bank is entitled to block, suspend totally or partially, temporarily or definitively, or to deactivate the payment instrument/functionalities of the payment instrument for objectively justified reasons related to: a) the security of the payment instrument, b) the suspicion of unauthorised or fraudulent use of the payment instrument c) in the case of a payment instrument with a credit line, a significantly increased risk that the payer may be unable to fulfil its liability to pay, or d) compliance with applicable laws (including applicable currency regulations), banking regulations and practices or the Client has used the Current Account/Payment Account for illegal purposes or the Bank has fraud suspicions related to the purpose and/or nature of the transaction (e.g. the operation has connections to transactions financing acts of terrorism or money laundering), within the payment operations are involved goods, persons, territories in connection with sanctions and / or other reasons objectively justified or in accordance with the applicable legal provisions.

(2) In such cases, the Bank informs the Client as provided under section 5.3.3 hereinabove which applies mutatis mutandis..

(3) The Bank shall unblock the payment instrument or replace it with a new payment instrument, as appropriate, once the reasons for the blocking no longer exist.

(4) The Bank has the right to completely or partially block the Client's Accounts, respectively not to allow operations to be performed on the account, if the latter declares erroneous information to the Bank, provides incomplete/insufficient information or does not communicate to the Bank the information necessary to carry out the requested banking operations or to update data, in the process of getting to know the clientele, and/or any other information necessary to fulfil its legal obligations, as well as those established by its internal rules and/or of the UniCredit Group or in any of the cases mentioned in art. 5.3 above. During the blocking of the current Account/Accounts, (a) the Client still owes the Bank the account administration fee, (b) the debit or credit interest, as the case may be, will be recorded and calculated as usual (c) account credit operations are allowed (except as provided under the applicable regulations), (d) The Bank will not execute the Client's payment instructions, considering them not received, (e) the payment instruments with access to the blocked account/accounts will not be able to be used. During the blocking of the other types of Account, it will not be allowed the total or partial withdrawals from the account.

(5) The Bank is entitled to establish unilaterally, without prior notification, limits/thresholds applicable to the number and/or volumes of transactions carried out

numărului și/sau volumelor de tranzacții efectuate prin conturile/cu instrumentele de plată ale Clientului, precum și să revoce sau să modifice astfel de praguri, pe baza politicilor sau regulilor interne (în special cele în legătură cu combaterea spălării banilor, combaterea finanțării terorismului, respectarea Sancțiunilor, antifraudă, riscul de credit sau colectarea creanțelor) sau pe baza cerințelor autorităților de reglementare sau pe baza cerințelor legislative. Banca va informa Clientul atunci când astfel de limite își produc efectele, sunt modificate sau sunt revocate, cu excepțiile prevăzute la secțiunea 5.3.3 de mai sus.

Art.16 Acceptarea și executarea instrucțiunilor Clientului

(1) Pentru fiecare ordin de plată, după momentul primirii, Banca emite o referință care permite identificarea ordinului de plată.

(2) Momentul primirii reprezintă momentul în care Banca intră în posesia Ordinului de plată, transmis direct de către Client sau indirect de către sau prin intermediul unui beneficiar al plății. Ordinul de plată poate fi executat de către Banca doar în urma verificării condițiilor menționate la art 5.1, 5.3, 5.4 (2) și 5.5 (1). . Stampila Bancii aplicată pe Ordinul de plată nu reprezintă acceptarea în vederea executării, ci doar atestă primirea de către Banca a instrumentului.

(3) În cazul în care Clientul și Banca au convenit ca executarea ordinului de plată să înceapă la o dată ulterioară convenită (într-o anumită zi sau la sfârșitul unei anumite perioade sau în ziua în care Clientul a pus fonduri la dispoziția Bancii), momentul primirii se consideră în ziua convenită. În cazul în care ziua convenită nu este o Zi lucrătoare pentru Banca, ordinul de plată se consideră primit în următoarea zi lucrătoare.

through Client's accounts/payment instruments as well as to cancel or modify such thresholds based on internal policies or rules (especially those in connection with anti-money laundering, countering of terrorist financing, observance of Sanctions, anti-fraud, credit risk or debt collection) or on regulatory requirements or on legislative requirements. Bank shall inform the Client when such limits take effects, when are modified or when are cancelled, with the exceptions provided in section 5.3.3 above.

Art.16 Acceptance of and performance under the Client's instructions

(1) For each and every payment order, after receipt, the Bank shall issue a reference to allow identifying the payment order.

(2) The time of receipt is when the payment order, transmitted directly by the Client or indirectly by or through a payee, is received by the Bank. The payment order can be executed by the Bank only after checking the requirements as mentioned under the art. 5.1, 5.3, 5.4 (2) and 5.5 (1), The stamp of the Bank applied on the payment order does not represent the acceptance for execution purposes, but merely certifies the receipt by the Bank of the instrument.

(3) Should the Client and the Bank have agreed for the execution of the payment order to start on a subsequent date as agreed upon (on a specific day or at the end of a certain period or on the day on which the Client has set funds at the Bank's disposal), the receipt time shall be deemed to be the agreed day. Should the agreed day be not a Business Day for the Bank, the payment order shall be considered received on the next Business Day.

(4) Pentru orice instructiune primita dupa orele limita, asa cum sunt aduse la cunostinta Clientului de catre Banca, precum si intr-o zi care nu este lucratoare pentru Banca, ordinul de plata se considera receptionat in urmatoarea Zi lucratoare.

(5) Operatiunile de plata intrabancare în LEI efectuate prin internet banking si mobile banking se executa si se inregistreaza astfel:

(i) pentru cele efectuate cu optiunea "INSTANT" in zilele de sambata, duminica si sarbatorile nationale si/sau legale, orele limita nu se aplica, acestea putand fi initiate 24/7 si executate in ziua primirii, cu exceptia celor de utilitati, catre furnizori care sunt parteneri ai Bancii, care nu pot fi efectuate in aceste zile; platile "INSTANT" din aceasta perioada vor fi inregistrate in extrasul de cont aferent urmatoarei Zile lucratoare cu Data de valuta din ziua primirii, (ii) pentru cele efectuate cu optiunea "INSTANT", in perioada de luni - vineri, orele limita nu se aplica, acestea putand fi initiate 24/7 si executate in ziua primirii (cu exceptia celor de utilitati, catre furnizori care sunt parteneri ai Bancii, care nu pot fi efectuate vinerea in intervalul 23:00-23:59); platile efectuate in aceasta perioada, insa in intervalul 23:00-23:59 si doar prin exceptie in intervalul 22:00-23:59 vor fi inregistrate in extrasul de cont aferent urmatoarei Zile lucratoare cu Data de valuta urmatoarea zi calendaristica; (iii) platile standard initiate in internet banking si mobile banking in zilele de sambata, duminica si sarbatorile nationale si/sau legale cu Data de valuta a urmatoarei Zile lucratoare se executa si vor fi inregistrate in extrasul de cont aferent acestei zile.

(6) Banca are la dispozitie o perioada rezonabila de timp in conformitate cu natura tranzactiei, cu prevederile legislatiei aplicabile si ale prezentelor CGA, pentru prelucrarea si executarea instructiunilor. Exceptiile legale relevante privind perioada rezonabila de timp se aplica in mod corespunzator Bancii.

(7) Ordinele de plata retiparite vor avea acelasi continut ca si originalele; toate clauzele prezentelor CGA sunt aplicabile in acest caz in aceeasi masura in care sunt aplicabile in cazul ordinului de plata original.

(8) Diferentele provenind din rotunjiri rezultate in urma tranzactiilor in moneda Euro sau in alte monede liber convertibile, inclusiv lei, pentru operatiunile legate de dobanzi se fac la doua zecimale si pentru comisioane se fac la intreg, conform legislatiei in vigoare; ele vor fi suportate de catre Client.

(9) Banca isi rezerva dreptul ca, in cazul in care considera oportun, sa accepte in mod exceptional ordinele de schimb valutar/ plata care nu au forma standard prevazuta de Banca, iar Clientul autorizeaza Banca sa completeze formularul adecvat – pe baza ordinului Clientului – si sa semneze in numele sau.

(4) For any instruction received after the cut-off time, as notified to the Client by the Bank, as well as on a day that is not a Business Day for the Bank, the payment order shall be considered received on the next Business Day.

(5) The intra-bank payment operations in LEI performed through internet banking and mobile banking are executed and registered as follows: (i) for those made with the option "INSTANT" on Saturdays, Sundays and national and/or legal holidays, the cut of time do not apply, they can be initiated 24/7 and executed on the day of receipt, except utilities payments, to suppliers who are partners of the Bank, that cannot be performed on these days; "INSTANT" payments from this period will be recorded in the account statement for the next Business Day with the Value Date from the day of receipt, (ii) for those made with the "INSTANT" option, during Monday - Friday, the cut of time do not apply, these can be initiated 24/7 and executed on the day of receipt (except for utilities payments, to suppliers who are partners of the Bank, that cannot be made on Friday between 23:00-23:59); payments made during this period, but between 23:00-23:59 and only by exception between 22:00-23:59 will be recorded in the account statement for the next Business Day with the Value date the next calendar day; (iii) standard payments initiated from internet banking and mobile banking applications on Saturdays, Sundays and national and / or legal holidays with the Currency Date of the next Business Day are executed and will be recorded in the account statement for that day.

(6) The Bank has a reasonable period of time available, in accordance with the nature of the transaction, with the provisions in the applicable legislation, and in the present GBC, for the processing of, and the execution under the instructions. The appropriate legal exceptions to the reasonable period of time available are applied accordingly to the Bank.

(7) Reprinted payment orders shall have the same content as the originals; all of the clauses in the present GBC are applicable in this case to the same extent they are applicable to the original payment order.

(8) The differences from rounding operations to result from transactions with the Euro currency or with other freely convertible currencies, including Lei, for operations related to interests, shall be done with two decimals, and for fees/ charges they shall be done up (or down) to next figure, under the legislation in force; they shall be borne by the Client.

(9) The Bank reserves the right to, should it so deem fit, exceptionally accept foreign exchange/ payment orders not in the standard form as provided for by the Bank, and the Client authorises the Bank to fill-in the proper form – based on the order from the Client – and to sign in its name.

(10) Pentru orice operatiune care implica conversia intr-o alta valuta, cursul de schimb este cel practicat de Banca la momentul efectuarii schimbului valutar.

Art.17 Confirmari

(1) In cazul instructiunilor primite prin diferite mijloace de comunicatie, conform Contractelor specifice, Banca poate, ca masura de precautie, si inainte de executarea lor, sa solicite confirmarea lor de catre Client prin aceleasi mijloace de comunicatie sau prin mijloace de comunicatie diferite, pe cheltuiala Clientului, in functie de natura situatiei existente.

(2) Convorbirile telefonice purtate cu Banca de catre Client sau reprezentantii/ imputernicitii acestuia pot fi inregistrate, in vederea asigurarii unui nivel maxim de siguranta a tranzactiilor ordonate Bancii/ efectuate de catre Banca si vor putea fi folosite ca o dovada a tranzactiilor ordonate/ efectuate. Prin acceptarea si semnarea prezentelor CGA, Clientul isi exprima acordul asupra acestui principiu instituit de Banca.

(3) Prin semnarea cererii de deschidere de cont, a Contractului specific si a Contractului-cadru, dupa caz, Clientul certifica faptul ca toate declaratiile date in relatia cu Banca sunt reale, exacte si complete, nu a omis un fapt datorita caruia declaratiile ar putea deveni substantial false si se obliga sa informeze de indata Banca, in cazul in care apar modificari.

(4) Comunicarea modificarilor de mai sus este opozabila Bancii incepand cu ziua lucratoare urmatoare primirii de catre Banca a informarii. Orice comunicare primita in afara Programului de lucru cu publicul se considera primita incepand cu urmatoarea Zi lucratoare.

Banca nu raspunde in niciun fel de eventualele prejudicii suferite de Client sau de terti ca urmare a comunicarii cu intarziere a modificarilor survenite si a actelor justificative aferente sau a necomunicarii lor.

Art.18 Relatia cu tertii

(1) Clientul intelege si accepta faptul ca serviciile Bancii pot fi efectuate de catre una sau mai multe companii afiliate Bancii sau de catre orice alta companie terta specializata sau de catre subcontractanti ai acestor companii.

(2) Banca nu va fi raspunzatoare fata de Client pentru alegerea si/sau activitatea acestor terte parti, daca Banca nu a actionat cu rea intentie sau nu a manifestat o grava neglijenta in selectarea terrei parti.

Art.19 Incasari/ plati in orice valuta din/ in strainatate sau in valuta straina pe teritoriul Romaniei

(1) In ceea ce priveste platile in orice valuta in strainatate sau in valuta straina pe teritoriul Romaniei, Banca va directiona Operatiunile de plata instructate de Client prin: (i) sistemele de plati prevazute de lege, unde este cazul, (ii) canalele de decontare la care este

(10) For any transaction involving the conversion to another currency, the exchange rate shall be the one used by the Bank at the time of executing the foreign currency exchange.

Art.17 Acknowledgements

(1) In cases of instructions received by different means of communication according to the Specific Agreements, the Bank may, as a caution, and prior to carrying out the same, request them to be acknowledged by the Client by the same communication means or by different communication means, at the expense of the Client, depending on the nature of the situation in place.

(2) Any telephone conversations between the Bank and the Client or the representatives/attorneys-in-fact of the latter, may be recorded in order to provide a maximum level of safety for the transactions being ordered to/ performed by the Bank, and they may be used as a proof of the transactions having been ordered/ executed. By accepting and signing the present GBC, the Client expresses its consent with such principle established by the Bank.

(3) By signing the account opening request, the Specific Agreement and the Framework Agreement, as the case may be, the Client certifies that all statements made in relation to the Bank are true, accurate and complete, has not omitted a fact due to which the statements could become materially false and undertakes to inform the Bank immediately if changes occur.

(4) The communication of the above changes shall be binding to the Bank as from the working day following the receiving of the information by the Bank. Any communication received outside the working hours with the public shall be deemed to have been received as from the next working day.

The Bank shall not be liable in any way for any damage suffered by the Client or third parties as a result of late communication of the changes and the related supporting documents or failure to communicate them.

Art.18 Relationship with third parties

(1) The Client understands and accepts the fact that the Bank's services may be provided by one or several companies affiliated to the Bank or by any other specialised third party company or by subcontractors of such companies.

(2) The Bank shall not be liable towards the Client for the choice and/or the activity of such third parties should the Bank have not acted in bad faith, nor shown gross negligence in selecting such third party.

Art.19 Incomings/ outgoings in any currency to/from abroad or in foreign currency within Romanian territory

(1) Regarding payments in any currency to abroad or in foreign currency within Romanian territory, the Bank shall direct the Payment transactions instructed by the Client through: (i) the payment clearing systems as requested by the law, where applicable, (ii) the settlement channels to

conectata, (iii) rețeaua sa de bănci corespondente cu relație de cont sau prestatori de servicii de plată autorizați și reglementați care furnizează servicii de decontare și plată, precum și servicii auxiliare de schimb valutar pe valutele pentru care Banca nu are relație de cont cu o bancă corespondentă

(2) Banca nu își asumă nicio responsabilitate cu privire la încasările/ plățile în orice valută din/ în străinătate sau în valută străină pe teritoriul României în următoarele cazuri: (a) suspendarea plăților, moratoriu asupra plăților sau sechestrarea sumelor de bani, blocarea sau întârzierea de către băncile corespondente cu relație de cont, de către băncile intermediare sau de către autoritățile din țara acestora; (b) dacă beneficiarul refuză încasarea; (c) lipsa informațiilor necesare pentru procesarea operațiunii. În cazul încasărilor în orice valută din străinătate sau în valută străină pe teritoriul României, dacă Banca, cu bună-credință întemeindu-se pe mesajul SWIFT transmis de către prestatorul de servicii de plată al platitorului, a creditat contul Clientului cu suma corespunzătoare operațiunii de încasare și intervin oricare dintre cazurile anterior-mentionate, aceasta are dreptul să debiteze contul Clientului cu suma creditată. Dacă, la momentul exercitării acestui drept de către Banca, soldul creditor al contului Clientului nu acoperă această sumă, devin aplicabile prevederile art. 6 alin. (3).

(3) Banca este exonerată de răspunderea față de Client dacă instrucțiunile pe care le transmite altor bănci sau prestatorilor de servicii de plată parteneri, nu sunt îndeplinite de acestea, chiar dacă Banca a avut inițiativa în alegerea acelei bănci corespondente sau a prestatorului de serviciul de plată

(4) Întârzierea primirii avizelor de creditare de la băncile partenere cauzate de sărbătorile legale, de circuitul bancar extern sau de orice alte cauze neimputabile Bancii, nu reprezintă neîndeplinirea de către Banca a obligațiilor sale.

(5) Banca nu își asumă nicio responsabilitate privind valută sau pierderile rezultate din schimbul valutar în țara de origine a băncii corespondente ce execută efectiv respectiva operațiune, care se supune legii locului.

(6) Banca nu își asumă nicio responsabilitate privind pierderile rezultate din sumele creditate în contul Clientului care au fost returnate de băncile beneficiare, băncile corespondente sau de prestatorii de servicii de plată și care sunt diferite față de sumele debitate la data executării operațiunilor de plată inițiale, dacă acestea au fost inițiate într-o valută diferită de valută contului Clientului și au implicat utilizarea unui schimbul valutar.

which it is connected; (iii) its network of correspondent banks with an account relationship or authorized and regulated payment service providers that provide settlement and payment services, as well as auxiliary currency exchange services for currencies for which the Bank does not have an account relationship with a correspondent bank.

(2) The Bank does not undertake any responsibility for outgoings/ incomings in any currency to/from abroad or in foreign currency within Romanian territory in the following cases: (a) suspension of payments, moratorium on payments, or sequestration of the amounts of money, blocking or delaying by the correspondent banks with an account relationship, by the intermediary banks or by the authorities of their country; (b) should the payee decline collecting; (c) lack of information that is required in order to process the operation. In the case of incomings in any currency from abroad or in foreign currency within Romanian territory, if the Bank, acting with good-will based on the SWIFT message issued by the payment services provider of the payer, has credited the Client's account with the amount corresponding to the incoming payment and any of the previous mentioned cases occurred, then the Bank has the right to debit the Client's account with the credited amount. If the credit standing on the Client's account does not cover this amount at the moment the Bank is exercising its right, the provisions of art. 6 para. (3) become applicable.

(3) The Bank shall be exonerated from the liability towards the Client should the instructions it delivers to other banks or partner payment service providers, are not accomplished by them, even though it may have had the initiative of the Bank in choosing such correspondent bank or payment service provider.

(4) Delays in receiving crediting notices from partner banks due to legal holidays, to the foreign banking circuit or to any other causes that cannot be assigned to the Bank shall not represent a failure of the Bank to fulfil its obligations.

(5) The Bank undertakes no responsibility regarding the currency or the losses to result from foreign exchange in the origin country of the correspondent bank that actually performs the relevant operation, which is subject to the law of such place.

(6) The Bank accepts no responsibility for the losses resulting from the amounts credited to the Customer's account that were returned by the beneficiary banks, correspondent banks or the payment service providers and which are different from the amounts debited on the execution date of the initial payments, if the latter were initiated in a currency different from the currency of the Client's payment account and involved a foreign exchange.

Art.20 Expedierea de hartii de valoare

Dacă nu primește instrucțiuni contrare în scris, Banca

Art.20 Dispatch of securities

Unless otherwise directed in writing, the Bank may at its

poate ca, la alegerea sa, si in conformitate cu uzantele bancare, sa expedieze valorile, documentele, garantate sau negarantate, pe riscul Clientului, cu scrisoare recomandata sau prin trimitere prin posta cu valoare declarata la valoare mica.

Art.21 Facilitati de credit

(1) Banca poate acorda Clientului facilitati de credit, conform normelor proprii de creditare.

(2) Facilitatile de credit se acorda pe baza de contract specific incheiat cu Clientul.

(3) In vederea garantarii angajamentelor de plata de orice forma, Banca este indreptatita sa solicite Clientului garantii materiale (ipoteka, gaj etc), garantii personale, sau orice alte tipuri de garantii acceptate de catre Banca.

(4) La cererea Clientului, Banca poate emite scrisori de garantie. Returnarea catre Banca a originalului scrisorii de garantie, in cadrul valabilitatii acesteia, fie de catre Client, fie de catre beneficiarul acesteia, nu va fi considerata de catre Banca ca o descarcare a sa de obligatiile asumate prin respectiva scrisoare de garantie in absenta unei declaratii scrise a beneficiarului de eliberare a Bancii de sub angajament. Aceasta declaratie va fi semnata si stampilata angajant fie pe originalul scrisorii de garantie, fie pe un document separat; semnaturile beneficiarului trebuie sa fie confirmate de Banca beneficiarului ca fiind angajante.

(5) **Descoperit de cont.** Banca poate decide, la discretia sa totala si in limitele permise de legislatia aplicabila, executarea operatiunilor de plata instructate de Client din contul indicat de acesta a caror suma depaseste soldul creditor al contului respectiv. In acest caz, simpla instructare a Bancii de catre Client pentru executarea operatiunii de plata are valoarea unei solicitari de acordare a unui credit neangajant in vederea executarii platii solicitate. Prin urmare:

(i) prezentele CGA, cererea Clientului si extrasul de cont au valoarea juridica a unui contract de credit, constituind titlu executoriu, in acceptiunea legislatiei relevante aplicabile;

(ii) Clientul are obligatia sa ramburseze Bancii aceste sume pana la finalul zilei in care are loc debitarea contului, iar in cazul neindeplinirii acestei obligatii si in absenta unei alte intelegeri, Clientul datoreaza Bancii alaturi de aceste sume si dobanda penalizatoare astfel cum este stabilita in Lista de comisioane a Bancii in vigoare la data respectiva.

own choice, and in compliance with the banking practices, dispatch the securities, the documents, whether secured or not, at the risk of the Client, by means of registered mail, or sending through declared value letters in declaring a low value.

Art.21 Loan facilities

(1) The Bank may grant loan facilities to the Client under its own loan-granting rules.

(2) Loan facilities shall be granted based on a Specific Agreement concluded with the Client.

(3) In order to obtain guaranty for any type of payment commitments the Bank is entitled to request the Client to provide material securities (mortgage, pledge, etc.), personal securities, or any other type of securities that are accepted by the Bank.

(4) By request from the Client the Bank may issue letters of guaranty. The returning to the Bank of the original letter of guaranty, within the validity period of the same, by either the Client, or the beneficiary of the same, shall not be considered by the Bank a discharge of its obligations as undertaken by such letter of guaranty in absence of a written statement from the beneficiary that would release the Bank from its commitment. Such statement shall be binding signed and stamped either on the original letter of guaranty, or on a separate document; the signatures of the beneficiary need to be confirmed by the Bank of the beneficiary as binding.

*(5) **Overdraft.** The Bank may decide, at its sole discretion and to the extent permitted by applicable law, to perform the payment operations instructed by the Client on the account indicated by the latter, with the amount that exceeds the credit balance on the respective account. In this case, the simple instruction of the Client toward the Bank to perform the payment transaction has the value of a request for granting an uncommitted loan for executing the payment requested; therefore:*

i) these GBC, Client's request and the account statement have the legal value of a credit agreement, constituting an enforceable title, within the meaning of applicable law;

ii) The Client has the obligation to reimburse to the Bank these amounts until the end of the day the account is debited, and in case of not fulfilment of such obligation and in absence of other agreement, the Client owes to the Bank the above mentioned amounts together with the penalty interest as mentioned in the Bank's list of commissions in force at that respective date;

III. Garantii

III. Security

Art.22 Garantii

(1) Banca are dreptul sa solicite Clientului sa furnizeze sau sa suplimenteze in mod corespunzator garantii acceptabile de catre Banca pentru toate obligatiile asumate de catre Client fata de Banca. Clientul are obligatia sa evalueze si/sau reevalueze garantiile mobiliare si imobiliare, constituite in favoarea Bancii prin Contractele specifice, anual si/ sau periodic si/ sau la cererea Bancii, si sa prezinte Bancii, in termenul stabilit/indicat, raportul de evaluare si/sau reevaluare, dupa caz, efectuat de catre un evaluator agreat de catre Banca, conform documentelor internationale si nationale care reglementeaza activitatea de buna practica in domeniul evaluarilor activelor corporale. In cazul in care Clientul nu isi indeplineste aceasta obligatie, acesta este de acord ca Banca sa efectueze pe cheltuiala clientului evaluarea si/sau reevaluarea, dupa caz, clientul obligandu-se sa permita accesul reprezentantilor Bancii si a evaluatorului in acest scop, prevederile alin. (9) de mai jos, fiind aplicabile.

(2) Bunurile sau valorile de orice fel (incluzand, dar fara a se limita la, soldul conturilor, valori mobiliare, cecuri, cambii, valuta, depozite colaterale, marfuri, conosamente, adeverinte de magazinaj si de depunere in consignatie, participatiuni la imprumuturi colective, drepturi de subscriere si drepturi de orice alt fel, inclusiv creante ale Clientului fata de Banca insasi) care au ajuns in posesia oricarui departament al Bancii sau care i-au fost incredintate acesteia cu titlu de garantie, sunt aduse in garantie in favoarea Bancii, in masura permisa de lege, in vederea garantarii oricaror pretentii prezente sau viitoare – inclusiv al acelor care nu sunt inca scadente – ale Bancii fata de Client, indiferent ca aceste pretentii provin dintr-un credit acordat Clientului, din garantii emise de catre Banca la cererea si pe socoteala Clientului (scrisori de garantie, avaluri), cambii scontate sau acceptate, acreditive, sau ca pretentiile Bancii fata de Client au rezultat din relatii de afaceri sau au fost transmise Bancii in legatura cu acestea.

(3) Valorile mobiliare straine depozitate in Romania, pentru care nu s-au platit impozite, nu pot fi utilizate drept garantii. Banca poate, totusi, plati impozitele aferente respectivelor valori, in numele si pe seama Clientului din conturile acestuia, daca, pentru un motiv oarecare, valorile trebuie sa fie gajate, iar Clientul si-a exprimat consimtamantul in acest sens.

(4) Activele aduse in garantie in favoarea Bancii, ca si proprietatile transferate sau drepturile cesionate cu titlu de garantie, servesc drept garantii pentru orice fel de pretentii ale Bancii fata de Client, in special pentru cele aferente unor credite acordate, inclusiv garantiile emise, imprumuturile, cambiile scontate sau acceptate si scrisorile de credit, in afara de cazul in care respectivele valori au fost in mod explicit excluse de la utilizarea lor pentru alte pretentii.

(5) Banca poate suspenda executarea oricarei obligatii

Art.22 Security

(1) The Bank is entitled to request the Client to properly provide or supplement securities that are acceptable for the Bank for all of the obligations the Client has undertaken towards the Bank. The Client has the obligation to evaluate and/or to re-evaluate the movable and immovable collaterals, established in favour of the Bank, according to the Specific Contracts, annually and/or periodically and/or on the Bank's request and to provide to the Bank, within the established/indicated terms, the evaluation and/or re-evaluation report, by case, made by an evaluator agreed by the Bank, according to the international and national documents which regulates the best practice activity in the area of tangible assets' evaluation. If the Client does not comply with this obligation, the Client agrees that the Bank is entitled to perform, on the Client's expense, the evaluation and/or re-evaluation, by case and the Client undertake to allow the Bank's representatives and evaluators' access, for this purpose, provisions of the point 9 from present article being applicable.

(2) Any kind of assets or valuables (including, but not limited to, account balances, securities, cheques, bills of exchange, foreign currency, collateral deposits, merchandise, bills of landing, storage and consignment certificates, shares in joint loans, subscription rights, and rights of any other kind, including receivables of the Client against the Bank itself) to have been received by any department of the Bank, or to have been entrusted to the same as security, shall be made security in favour of the Bank to the extent allowed by law in order to obtain guaranty for any current or future claims - including those that are not yet due – of the Bank against the Client, notwithstanding that such claims may arise from a loan having been granted to the Client, from guaranties issued by the Bank by request from, and on the account of the Client (letters of guaranty, sureties), discounted or accepted bills of exchange, letters of credit, or that the claims of the Bank against the Client have resulted from a business relationship, or were transferred to the Bank in relation to the same.

(3) Foreign securities deposited in Romania for which no taxes were paid may not be used as security. The Bank may however pay the taxes related to the relevant securities, in the name and on behalf of the Client from its current account, should such securities need to be pledged for any reason, and the Client gives its consent in the matter.

(4) The assets having been made security in favour of the Bank, as well as the transferred properties, or the rights having been assigned as security, shall serve as security for any claims of the Bank against the Client, and especially for those related to loans having been granted, including the issued guaranties, loans, discounted or accepted bills of exchange, and letters of credit, except for the case where such valuables were explicitly excluded from their use for other claims.

(5) The Bank may suspend the performance of any

asumate fata de Client datorita neindeplinirii de catre Client a oricarei obligatii fata de Banca, chiar daca aceste obligatii nu sunt inca scadente si exigibile sau nu au la baza acelasi raport juridic.

(6) Clientul este obligat sa supravegheze pastrarea in siguranta a tuturor activelor, titlurilor, valorilor si drepturilor, cat si incasarea obligatiilor si productelor, care au fost aduse in garantie in favoarea Bancii si trebuie sa informeze Banca in consecinta.

(7) Clientul este de acord si convine sa incheie orice act sau formular solicitat de Banca in scopul inregistrarii garantiilor constituite de catre Client in favoarea Bancii, in baza prezentelor CGA.

obligation undertaken towards the Client as a result of the Client failing to fulfil any obligation towards the Bank, even though such obligations may be not yet due and payable, or may be not based on the same legal relation.

(6) The Client is obliged to monitor the safekeeping of all of the assets, securities, valuables, and rights, as well as the collecting of the liabilities and products having been brought as security in favour of the Bank, and to keep the Bank informed about the same.

(7) The Client consents and agrees to conclude any document or form as requested by the Bank for the purpose of registering the securities established by the Client in favour of the Bank based on the present GBC.

(8) Dacă Clientul nu-si indeplineste obligatiile la scadenta, sau nu prezinta sau nu majoreaza garantiile conform solicitarilor Bancii, Banca are dreptul de a valorifica oricare dintre garantii, in conditiile legii. In cazul existentei mai multor garantii, Banca poate alege oricare dintre ele la latitudinea sa. Chiar daca Banca are la dispozitie mai multe garantii, ea poate totusi, in interesul stingerii rapide a obligatiilor Clientului fata de Banca, sa isi recupereze creanta prin executarea silita a altor active ale Clientului.

(9) Toate costurile si cheltuielile efectuate pentru asigurarea, administrarea, evaluarea si/sau reevaluarea, dupa caz si valorificarea garantiilor, cum ar fi taxele de magazinaje, costurile de supraveghere, primele de asigurare, comisiile/costurile de mediere si taxele juridice si de timbru, vor fi suportate de catre Client. Banca este autorizata in mod expres sa debiteze oricare din conturile clientului pentru plata acestor costuri, privind mentinerea, administrarea, asigurarea, evaluarea si/sau reevaluarea, dupa caz si valorificarea garantiilor.

(10) In cazul in care Clientul a contractat de la Banca credite care beneficiaza de o garantie acordata de fonduri de garantare – astfel cum sunt definite si identificate in Contractul de Credit (cum ar fi, dar fara a se limita la, FNGCMM, FGCR), la data platii garantiei de catre Fond, Fondul de garantare se subroga in toate drepturile Bancii derivand din contract, avand, in limita platii efectuate, aceleasi drepturi ca si Banca impotriva Clientului, in calitate de Imprumutat si/sau Constitutorului.

Dupa caz, Banca este mandatata de catre Fondul de Garantare, sa il reprezinte in fata Clientului, in calitate de Imprumutat, sau tertului garant, la incheierea contractelor de garantii accesorii Contractului de Credit in vederea constituirii Garanțiilor prezente si viitoare aferente Creditului si in favoarea acestuia in calitate de cocreditor, proportional cu riscul asumat.

Pentru suportarea proportionala a eventualelor pierderi, in cazul in care Fondul plateste garantia, executarea Garantiilor se va face in conditiile legii de catre Banca, in cazul in care conventia incheiata intre Fond si Banca prevede acest lucru.

Creanta Fondului dobandita prin subrogatie legala este de acelasi tip si rang cu a Bancii, garantata cu aceleasi garantii reale si personale care insotesc creanta Bancii. Banca este mandatata de catre Fond sa participe, in numele si in contul Fondului, la distribuirea sumelor rezultate din valorificarea garantiilor, indiferent de procedura de valorificare aplicabila. Intre Banca si Fond, impartirea sumelor rezultate din executarea garantiilor se face in mod proportional cu riscul asumat, cu respectarea impartirii proportionale a riscului de credit intre Banca si Fond.

(8) Should the Client fail to fulfil his/her/its obligations when due, or to produce or increase the securities according to the requirements from the Bank, the Bank shall be entitled to turn to account any of the securities under the conditions in the law. Should there be several securities the Bank may choose any of them at its option. Even though the Bank may have several securities in hand it may however, for the interest of quickly settling the obligations of the Client towards the Bank, recover its receivable by foreclosing other assets of the Client.

(9) All costs and expenses incurred for insuring, managing, evaluation and/or re-evaluation, by case, and turning to account the securities, such as storage fees, monitoring costs, insurance premiums, mediation fees, legal and stamp duties, shall be borne by the Client. The Bank is expressly authorised to debit any of the accounts of the Client for the payment of such costs regarding the maintenance, the management, the insurance, evaluation and/or re-evaluation, by case, and the turning to account of the securities.

(10) In case that the client has contracted from the Bank loans guarantee by guarantee funds - as defined and identified in the Loan Agreement (such as, but not limited to, FNGCMM, FGCR) at the moment of payment of the guarantee by the Fund, the Guarantee Fund is subrogated in all the Bank's rights resulting from the contract, having, within the limit of payment, the same rights as the Bank against the Client, as Borrower and/ or Guarantor.

By case, the Bank is mandated by the Guarantee Fund, to represent it before the Client, as Borrower, or before the third party guarantor, at the conclusion of the warranties contracts, accessories to Loan Agreement, in order of constituting all present and future securities including in his favour, as co-lender ("cocreditor"), proportional with the assumed risk.

For proportional bear of potential losses, if the Fund makes the payment, the enforcement of collateral guarantees will be made by the Bank, if such is stipulated by the convention signed between Bank and Fund.

Fund's receivable acquired through legal subrogation is of the same type and rank of the Bank's one, backed by the same collateral and personal guaranties as the bank's receivable.

The Bank is empowered by the Fund to participate, in the name and on behalf of the Fund, at the distribution of proceeds from the execution of collaterals, regardless of the applicable recovery procedure.

Between the Bank and the Fund, dividing the proceeds from the execution of collaterals is proportionally to the assumed risk, with respect to credit risk proportional sharing between the Bank and the Fund.

Banca poate sa initieze oricare proceduri pe care le va considera necesare in vederea recuperarii tuturor sumelor datorate de catre Imprumutat/ Constituintor conform Contractelor de garantie si Contractului de Credit, prin executarea contractelor de garantie incheiate intre Banca si Imprumutat/ Constituintor, atat in nume propriu, cat si in numele Fondului.

Sumele rezultate dupa executarea Garantiilor de catre Banca, din care se deduc dobanzi si comisioane aferente Creditului, cheltuielile ocazionate de recuperarea creantei vor diminua proportional cu procentul de garantare pierderile platite de Fond si cele suportate de Banca, dupa caz.

Art.23 Incasare creante

(1) Clientul nu are dreptul de a solicita renuntarea la (cupoanele de) dobanzi sau la (cupoanele de) dividende aferente valorilor gajate. Banca poate incasa aceste cupoane/ dobanzi, comisioane inainte ca pretentiile sale sa devina scadente si poate considera sumele rezultate drept garantii conform prezentelor CGA.

(2) Banca are dreptul de a soma si de a incasa creantele cu care s-a garantat sau care i-au fost cesionate inainte de scadenta creantelor datorate Bancii. La cererea Bancii, Clientul este obligat ca, pe cheltuiuala sa, sa solicite ca platile creantelor aferente garantiilor constituite in favoarea Bancii sa fie efectuate catre Banca.

(3) La incasarea acestor creante, Banca poate, fara consultarea prealabila a Clientului, sa ia orice masuri si sa faca orice aranjamente pe care le considera necesare cu debitorii, terte persoane, pentru a incasa creantele in mod expeditiv, sa acorde amanari, scutiri sau sa faca compromisuri. Banca nu isi asuma nici o raspundere pentru incasarea sau pentru executarea acestora.

IV. Dobanda

Art.24 Calculul dobanzii

(1) Dobanda datorata de Client Bancii, pentru serviciile si produsele bancare, inclusiv cele care fac obiectul contractelor incheiate de Client cu Banca respectiv pentru Descoperitul de cont neautorizat, pe perioada existentei debitului/sumei datorate, se va calcula dupa urmatoarea metoda:

$$d^* = S \times \frac{n}{360} \times r \%$$

Unde: d = dobanda
S = suma in sold
n = numar de zile
r = rata dobanzii

*) Anul se va considera de 360 de zile pentru toate valutele tranzactionate de Banca, cu exceptia GBP si PLN (pentru care anul se va considera de 365 zile)

(2) Modalitatea de calcul a dobanzii mentionata mai sus se va aplica in mod corespunzator oricarei operatiuni ce implica un calcul de dobanda datorata

Bank may initiate any procedures that it considers necessary in order to recover any amounts due by the Borrower / settlor as collateral and the credit agreement, the performance guarantee contracts concluded between the Bank and the Borrower / settlor, both in his own name and on behalf of the Fund. Amounts resulting after the enforcement of the guarantees by the Bank, after deduction of interest and fees related to the loan, and of the enforcement expenses, will diminish proportionally to the percentage of guarantee, the losses paid by the Fund and incurred by the Bank, by case.

Art.23 Collection of receivables

(1) The Client shall not be entitled to request any waiver on interest (coupons) or dividend (coupons) that are related to the pledged valuables. The Bank may collect such coupons/interest, fees before its claims become due, and may consider the resulting amounts as security under the present GBC.

(2) The Bank is entitled to call upon and collect the receivables that were made security, or that were assigned to it, before the due date of the receivables being owed to the Bank. By request from the Bank the Client is obliged to request at its own expense the payments for the receivables related to the securities having been established in favour of the Bank to be paid to the Bank.

(3) When collecting such receivables the Bank may, without prior consultation of the Client, take any action, and make any arrangements it deems required with the debtors being third parties in order to expediently collect the receivables, to allow postponements, exemptions, or to make compromises. The Bank undertakes no liability for the collection or the foreclosure of the same.

IV. Interest

Art.24 Interest calculation

(1) The interest owed by the Client to the Bank for banking services and products, including those representing the subject matter of the agreements concluded by the Client with the Bank, respectively for the unauthorized overdraft, during the existence of the debit/amount due shall be calculated using the following method:

$$d^* = S \times \frac{n}{360} \times r \%$$

Where: d = interest
S = balance amount
n = number of days
r = interest rate

**) There shall be considered a 360-day year for all of the foreign currencies being traded by the Bank, except for GBP and PLN (for which a 365-day year shall be considered)*

(2) The above-mentioned interest calculation method shall accordingly apply to any operation involving the calculation of an interest owed by the Client to the Bank

de Client Bancii, la care Clientul este parte, cu exceptia cazului in care se stabileste o alta modalitate de calcul, agreata in scris intre Banca si Client intr- un alt document.

(3) Dobanda datorata de Banca Clientului, pentru depozitele/ conturile Clientului deschise la Banca se va calcula dupa urmatoarea metoda:

$$d^* = S \times \frac{n}{360} \times r \%$$

Unde: d = dobanda
S = suma in sold
n = numar de zile
r = rata dobanzii

*) Anul se va considera de 360 de zile pentru toate valutele tranzactionate de Banca, cu exceptia GBP si PLN (pentru care anul se va considera de 365 zile)

(4) Modalitatea de calcul a dobanzii mentionata mai sus se va aplica in mod corespunzator oricarei operatiuni ce implica un calcul de dobanda datorata de Banca Clientului, cu exceptia cazului in care se stabileste o alta modalitate de calcul, agreata in scris intre Banca si Client intr-un alt document.

(5) Sumele aflate in investigatia Bancii nu sunt purtatoare de dobanda.

V. Ordine de vanzare/ cumparare valute straine

Art.25 Executarea ordinelor de vanzare/ cumparare valute straine

(1) Banca executa ordinele de cumparare si vanzare de devize si valute straine in conformitate cu legile si reglementarile emise de Banca Nationala a Romaniei in aceasta privinta.

(2) Banca este autorizata sa execute tranzactii de schimb valutar (vanzare/ cumparare de valute) fara permisiunea Clientului, in urmatoarele situatii: (a) pe baza unei hotarari judecatoresti definitive si executorii sau pe baza unui alt titlu, in conformitate cu prevederile legii; (b) pentru acoperirea oricaror dobanzi, speze, comisioane sau alte debite inregistrate de Client fata de Banca.

(3) In relatiile de afaceri cu Clientul, Banca va utiliza propriile sale rate de schimb practicate la momentul tranzactiei. Aceste rate vor fi afisate la sediile Bancii, precum si prin alte mijloace specifice (Reuters, Internet, aplicatii electronice de tip internet sau mobile banking etc.).

(4) Banca isi rezerva dreptul de a nu da curs solicitarii de anulare a unui schimb valutar daca tranzactia initiala a fost efectuata in baza unei negocieri agreata cu Clientul in baza unui Contract specific sau printr-o convorbire telefonica inregistrata a Bancii sau pe baza unei instructiuni scrise a Clientului.

5) Clientul si Banca convin ca termenul de executare pentru operatiunile de plata aferente schimburilor valutare care nu sunt derulate printr-un cont curent/de plati al Clientului deschis la Banca este cel comunicat de catre Banca conform Contractului specific sau Contractului-cadru, insa nu poate depasi 4 Zile

the Client is a party to, unless another calculation method is set and agreed upon in writing between the Bank and the Client within another document.

(3) The interest owed by the Bank to the Client for the deposits/accounts of the Client opened with the Bank shall be calculated using the following method:

$$d^* = S \times \frac{n}{360} \times r \%$$

Where: d = interest
S = balance amount
n = number of days
r = interest rate

**) There shall be considered a 360-day year for all of the foreign currencies being traded by the Bank, except for GBP and PLN (for which a 365-day year shall be considered)*

(4) The above-mentioned interest calculation method shall accordingly apply to any operation involving the calculation of an interest owed by the Bank to the Client unless there is another calculation method agreed upon in writing between the Bank and the Client within another document.

(5) The amounts that are under the Bank's investigation, are not interest bearing.

V. Foreign currency sales/ purchases orders

Art.25 Executing foreign currency sales/ purchases orders

(1) The Bank shall carry out sale and purchase orders for foreign currencies in compliance with the laws and the regulations issued by the National Bank of Romania in such respect.

(2) The Bank is authorised to carry out foreign exchange transactions (foreign currency sale/purchase) without consent from the Client in the following cases: (a) based on a final and enforceable court decision, or based on another title, in accordance with the provisions in the law; (b) in order to covering any interest, charges, fees, or other debts of the Client towards the Bank.

(3) Within its business relationship with the Client the Bank shall use its own exchange rates as valid on the transaction date. Such rates shall be posted at the offices of the Bank, as well as by other specific means (Reuters, Internet, internet or mobile banking channels etc.).

(4) The Bank reserves the right not to comply with the request to cancel a foreign exchange operation should the original transaction have been carried out based on a negotiation agreed upon with the Client by Special Contract or registered telephone conversation of the Bank, or based on a written direction from the Client.

(5) The Client and the Bank agree that the execution time for the payment operations related to foreign exchange transactions that are not carried out through a Client's current/payment account held with the Bank is the one communicated by the Bank according to the Specific Agreement or the Framework Agreement, but it shall not

lucratoare din momentul efectuării schimburilor valutare în cazul plăților efectuate pe teritoriul UE sau în SEE în monedele naționale ale țărilor din UE și SEE.

VI. Incasare, plăți și scontare, cambii și cecuri

Art.26 Incasarea

(1) Instrucțiunile pentru incasare trebuie transmise Bancii de către Client în timp util, pentru a putea fi executate conform condițiilor normale de afaceri, fără a se recurge la metode de urgență pentru expediere; în caz contrar, Banca nu-și asumă nici o responsabilitate cu privire la prezentarea la termen a instrumentelor pentru care Clientul a depus instrucțiuni de prezentare.

(2) Depunerea de către Client spre procesare/ incasare a instrumentelor de debit (doar bilete la ordin) a căror dată scadentă este ulterioară datei prezentării la ghișeele Bancii cu cel puțin 2 zile bancare lucratoare va presupune inițierea serviciului de custodie la care Clientul poate renunța ulterior în baza unei solicitări scrise. Clientul va putea depune în custodie doar instrumente în format nou acceptat de Transfond în sistemul SENT și a căror beneficiar/ultim giratar este Clientul și doar în baza unui borderou.

(3) Dacă Banca creditează sumele aferente valorificării cambiiilor și cecurilor prezentate ei pentru incasare, înainte de incasarea propriu-zisă, creditul respectiv este trecut în contul curent al Clientului – ca și în cazul valorilor scontate – cu condiția încasării propriu-zise și a existenței unui drept de recurs al Bancii față de instrumentul respectiv.

(4) Banca nu-și asumă nicio responsabilitate pentru manevrarea/ remiterea/ pierderea în cadrul circuitului postal a cambiiilor/ cecurilor.

(5) În absența altor instrucțiuni, Banca poate prezenta cambiiile, biletele la ordin ajunse la maturitate, depuse cu titlu de garantare/ garanție, și poate să le protesteze în caz de neplată, și în acest scop poate emite instrucțiuni, în timp util, cu privire la valorile de încasat în străinătate.

Art.27 Stornarea creditării

(1) Banca poate redebita cambiiile pe care le-a creditat într-un cont “cu condiția încasării” înainte ca astfel de valori să ajungă la maturitate, indiferent de relația legală, în special indiferent de orice fel de aranjament anterior, dacă informațiile obținute de către Banca cu privire la trasul acceptant al cambiei în cazul unei cambii sunt nesatisfăcătoare, sau dacă cambia astfel acceptată este protestată sau dacă situația financiară a trasului acceptant se deteriorează.

(2) Dacă cambiiile sau cecurile nu sunt achitate la prezentare, sau dacă modul de a dispune este restricționat de lege sau prin măsuri oficiale, sau dacă astfel de instrumente nu pot fi prezentate în timp util

exceed four (4) Business Days from the moment of executing the foreign exchange transactions in case of payments operations performed on the EU territory or in SEE for national currencies of the countries in the EU and SEE.

VI. Collection, payments and discount, bills of exchange and cheques

Art. 26 Collection

(1) The Client shall timely submit the collection instructions to the Bank so that they can be executed under the normal business conditions, without resorting to emergency dispatch methods; otherwise the Bank undertakes no responsibility for the timely delivery of the instruments the Client has submitted delivery instructions for.

(2) Client's submission for processing/collection of debt instruments (only promissory notes) for which due date is subsequent to the date of their submission to the Bank's pay office with minimum 2 working banking days will imply the initiation of the custody service which the Client may subsequently waive based on a written request. The Client will be able to deposit in custody only the instruments in the new format accepted by Transfond and whose beneficiary / last guarantor is the Client and only based on a slip.

(3) Should the Bank credit the amounts related to the turning to account of bills of exchange and cheques submitted to it for collection purposes before the actual collection such credit shall be transferred to the current account of the Client - as in the case of discounted values - subject to the actual collection and the existence of a right to appeal of the Bank as to the relevant instrument.

(4) The Bank undertakes no responsibility for the handling/ rendering/ loss of bills of exchange/ cheques within the postal circuit.

(5) Unless otherwise directed, the Bank may submit the bills of exchange, the promissory notes having reached their due dates, which were lodged as guaranty/security, and may protest them in case of a failure to pay; for such purpose it may timely issue directions regarding the values to be collected abroad.

Art.27 Credit reversal

(1) The Bank may re-debit the bills of exchange it has credited into an account “subject to collection” before any such values reach their due dates, notwithstanding the legal relationship, and in particular notwithstanding any prior arrangement, should the information obtained by the Bank about the drawee accepting the bill of exchange is unsatisfactory, or should the accepted bill of exchange be protested, or should the financial condition of the accepting drawee deteriorate.

(2) Should the bills of exchange or the cheques be not paid upon submission, or should the manner of disposing thereof be restricted by law or by official action, or should such instruments cannot be timely submitted due to

datorita unor obstacole insurmontabile, sau daca s-a instituit un moratoriu sau, in tara in care astfel de cambii sau cecuri sunt platibile, exista circumstante similare celor mentionate mai sus, Banca va redebita cambiile sau cecurile deja creditate, chiar si in cazul in care nu poate intra in posesia originalelor cambiilor sau cecurilor in discutie. Aceasta prevedere se aplica si cambiilor scontate cu drept de recurs.

(3) In toate cazurile in care cambii si cecuri sunt redebitate, Banca isi pastreaza pretentiile cu privire la cambiile si cecurile respective impotriva Clientului si impotriva oricarei parti interesate, avand dreptul la plata intregii sume aferente acestor cambii sau cecuri plus alte pretentii pana la acoperirea soldului debitor.

(4) In cazul in care cambii sau cecuri deja creditate si incasabile intr-o alta tara sunt returnate neonorate Bancii, in conformitate cu prevederi aplicabile ale legilor din tara respectiva, sau in conformitate cu prevederile unui acord intervenit cu o institutie de credit straina, Banca poate debita in consecinta aceste sume din contul curent al Clientului.

Art.28 Titluri de credit (cambii, bilete la ordin) si cecuri.

(1) Clientul se obliga: (a) sa prezinte Bancii cambii, bilete la ordin, cecuri care indeplinesc cerintele prevazute de Legea nr.58/1934 asupra cambiei si biletului la ordin si Legea nr.59/1934 asupra cecului, precum si normele BNR emise in aplicarea acestora; (b) in cazul in care unul sau mai multe formulare de cec, cambii sau bilete la ordin sunt furate, pierdute sau distruse, sa notifice in scris Banca cu indicarea tuturor elementelor de identificare a formularelor respective; (c) sa restituie Bancii formularele de cambii, bilete la ordin sau cecuri aflate in posesia sa si/sau a mandatarilor sai, in termen de 15 zile calendaristice de la data indicata in notificarea transmisa de catre Banca in acest sens; (d) in cazul serviciului de custodie, sa instruceze in scris Banca cu cel putin 2 zile lucratoare bancare inainte de data scadentei instrumentului, in situatia in care doreste ca un anumit instrument depus spre procesare sa fie retras, urmand sa fie completat un formular specific in acest sens de catre Client

(2) In cazul pierderii, sustragerii sau distrugerii unui titlu de credit (cambie, bilet la ordin) sau a unui cec, Clientul poate solicita instantelor competente anularea acestuia, conform prevederilor legale.

(3) In cazul in care Clientul solicita anularea propriilor titluri de credit cec-uri necompletate sau gresit completate, acesta este obligat sa remita Bancii instrumentele respective.

certain unconquerable obstacles, or should a moratorium have been established, or should there be similar circumstances in place in the country such bills of exchange or cheques are payable in, the Bank shall re-debit the already credited bills of exchange or cheques, even in the case where it would be unable to gain possession of the originals of the concerned bills of exchange or cheques. This provision also applies to bills of exchange being discounted with a right to appeal.

(3) In all cases where bills of exchange and cheques are re-debited the Bank shall keep its claims regarding the relevant bills of exchange and cheques against the Client, and against any interested party, being entitled to receive the payment of the entire amount related to such bills of exchange or cheques, plus other claims, until the debit balance is covered.

(4) In the case where bills of exchange or cheques that were already credited, and are collectable in another country, are returned to the Bank unpaid, in accordance with applicable provisions of the laws in the relevant country, or in accordance with the provisions of an agreement with a foreign credit institution, the Bank may as a consequence debit such amounts from the current account of the Client.

Art.28 Credit titles (bills of exchange, promissory notes) and cheques.

(1) The Client undertakes: (a) to present the Bank with bills of exchange, promissory notes, cheques that meet the requirements stipulated by the Law no.58/1934 on bills of exchange and promissory notes and Law no.59/1934 on cheques and the NBR's norms issued for their application; (b) in case one or more cheques, bills of exchange or promissory notes are stolen, lost or destroyed, to notify the Bank in writing pointing out all identification elements of those forms; (c) to return to the Bank the bills of exchange, promissory notes or cheques under its and/or proxies' possession, within 15 calendar days from the date specified in the notification sent by the Bank in this regard; (d) in case of custody service, to give written instruction to the Bank at least 2 business days before the due date of the instruments if he/she wishes to withdraw a certain instrument submitted for custody, in which case the Client must to fill out a special request.

(2) In case of loss, theft or destruction of a credit title (bill of exchange, promissory note) or a cheque, the Client may request its cancellation to the competent court, according to the law.

(3) If the Client requests cancellation of his / her own credit titles blank or incorrectly filled cheques, he / she is obliged to remit the respective instruments to the Bank.

(4) Banca are dreptul, insa nu si obligatia, de a acorda Clientului cecuri de cecuri barate, aceasta operatiune fiind supusa procedurilor Bancii.

(5) Banca este exonerata de raspundere pentru eventuale refuzuri la plata ale titlurilor de credit depuse de catre Client, din orice motive, incluzand, dar fara a se limita la: (i) lipsa disponibilului in cont, (ii) prezentarea la incasare a instrumentelor avand vicii de forma, (iii) existentei oricaror notificari conforme cu reglementarile BNR, inclusiv cele ale Regulamentului BNR nr. 1/2012 privind organizarea si functionarea la Banca Nationala a Romaniei a Centralei Incidentelor de Plati.

(6) Banca poate proceda la anulara inregistrarii privind incidentele de plati din baza de date a Centralei Incidentelor de Plati, doar in baza unei hotarari judecatoresti executorii, prin care se dispune anulara acestora

(7) Banca pune la dispozitia Clientului la ghiseele Bancii informatiile/cererile prevazute de prevederile legale privind incidentele de plati, Clientul fiind in mod expres de acord ca aceasta forma de comunicare este suficienta si valabil efectuata de catre Banca, nemaifiind nevoie de alte formalitati.

(8) Banca nu poate fi obligata sa onoreze instrumentele de plata dupa data inchiderii contului, raspunderea pentru orice prejudicii fata de orice parte interesata care deriva din utilizarea acestor instrumente este exclusiv in sarcina Clientului.

VII. Alte clauze

Art.29 Confidentialitate

(1) Banca va lua toate masurile necesare pentru a asigura confidentialitatea si secretul operatiunilor bancare incredintate ei de catre Client, in stricta conformitate cu practica internationala si cu legea romana.

(2) Banca poate dezvalui informatii de natura secretului profesional, indiferent de forma sub care acestea sunt stocate, in urmatoarele situatii limitative: (a) informatiile sunt dezvaluite in conformitate cu prevederile legale sau ca urmare a unei solicitari din partea unei autoritati publice abilitate legal de a solicita astfel de informatii; (b) dezvaluirea de informatii se face cu aprobarea Clientului; (c) dezvaluirea informatiilor detinute de Banca se face catre alte entitati din Grupul UniCredit si/sau catre alte entitati fata de care s-a externalizat un serviciu si care actioneaza in numele si pe seama Bancii, terta parte garantand Bancii pastrarea confidentialitatii informatiilor cel putin in aceleasi conditii de confidentialitate ca si obligatiile Bancii.

(3) Clientul se obliga sa pastreze confidentialitatea termenilor si conditiilor derularii relatiilor contractuale cu Banca, in caz contrar fiind obligat sa acopere daunele provocate Bancii.

(4) The Bank has the right, but not the obligation, to provide the Client with crossed cheque books, this operation being subject to the Bank's procedures.

(5) The Bank is relieved of liability for any payment refusals of the credit titles deposited by the Client for any reason, including, but not limited to: (i) lack of funds in the account, (ii) presentation of instruments with format errors (iii) the existence of any notifications complying with the NBR regulations, including those of the NBR Regulation no. 1/2012 regarding the organization and functioning at the National Bank of Romania of the Incident Payments Center.

(6) The Bank may cancel the payment incidents records from the Incident Payments Center's database only on the basis of an enforceable court order ordering their cancellation

(7) The Bank submits to the Client at the Bank's counters with the information/ requests provided for by the applicable legal provisions on payments incidents, and the Client expressly consents that they are validly communicated and that no other additional formalities are necessary.

(8) The Bank may not be required to honour the payment instruments after the date of closing the account, liability for any damage to any interested party arising out of the use of such instruments is solely at the Client's expense.

VII. Other clauses

Art.29 Confidentiality

(1) The Bank shall take all the required action in order to ensure the confidentiality and the secrecy of the banking operations it was entrusted with by the Client in strict compliance with the international practice, and with the Romanian law.

(2) The Bank may disclose information of the nature of professional secrecy no matter the form in which they are stocked in the following limitative situations: (a) the information is revealed according to the legal regulations and as a result of a request from the public authorities legally empowered to request such information; (b) revealing information with the Client's agreement; (c) revealing information detained by the Bank to other entities from UniCredit Group and/or other entities to which a service was outsourced and which acts in the name and on behalf of the Bank, third party which guarantees to the Bank to keep the confidentiality of the information at least in the same confidentiality conditions as the Bank's obligations.

(3) The Client is obliged to keep confidential the terms and the conditions for the carrying on of the contract relations with the Bank; otherwise he/she/it shall be obliged to cover the damages caused to the Bank.

Art. 30 Protectia datelor cu caracter personal („Date personale”)

Datele personale ale reprezentantilor unei Parti se vor prelucra de catre cealalta Parte in conditiile Regulamentului (UE) 2016/679 privind protectia persoanelor fizice in ceea ce priveste prelucrarea datelor cu caracter personal si privind libera circulatie a acestor date si de abrogare a Directivei 95/46/CE („Regulamentul”), in scopul executarii CGA, Contractului-cadru si/ sau Contractului specific, al indeplinirii obligatiilor legale, precum si in scopuri legitime (ex. prevenirea fraudei, realizarea raportarilor interne, aplicarea masurilor de analiza a clientelei conform legislatiei aplicabile etc.).

Fiecare Parte are obligatia de a-si informa direct, conform art. 12 si 13 din Regulament, reprezentantii/ salariatii imputerniciti in relatia cu cealalta Parte cu privire la prelucrarea Datelor lor personale de catre aceasta din urma, pentru scopurile mentionate anterior.

Fiecare Parte asigura standardele de securitate cu privire la prelucrarea Datelor personale conform art. 32 din Regulament, prin luarea si aplicarea tuturor masurilor tehnice si operationale adecvate in vederea protejarii Datelor personale impotriva oricaror distrugerii accidentale sau ilegale, pierderi, modificari, dezvaluiri sau acces neautorizat si impotriva procesarii ilegale.

In cazul formelor de organizare juridica “persoana fizica autorizata”, “intreprindere individuala” sau a “profesiilor libere”, Clientul a fost informat cu privire la prelucrarea Datelor sale personale (inclusiv la drepturile din Regulament si modalitatea de exercitare), prin Nota de informare, anexa, dupa caz, la CGA, Contractul-cadru si/ sau Contractul specific.

Persoanele vizate [persoanele fizice si asimilate acestora, daca este cazul avand o organizare individuala (formata dintr-o singura persoana), respectiv persoanele fizice autorizate, intreprinderile individuale si profesiile libere] ale caror date personale sunt furnizate autoritatii fiscale competente isi pot exercita drepturile prevazute de Regulamentul general privind protectia datelor („GDPR”), respectiv dreptul de acces la date, dreptul la rectificare, dreptul la stergerea datelor, dreptul la restrictionarea prelucrării, dreptul la opozitie, dreptul la portabilitatea datelor, dreptul de a nu fi supus unei decizii individuale automatizate, inclusiv profilare, dreptul de a se adresa Autoritatii Nationale pentru Supravegherea Prelucrării Datelor cu Caracter Personal („ANSPDCP”) si justitiei. Cu exceptia dreptului de a se adresa ANSPDCP si justitiei care se exercita prin cereri scrise adresate ANSPDCP si instantei de judecata competente, conform legii, celelalte drepturi se exercita prin cereri scrise adresate Bancii (care sa precizeze numele complet si domiciliul/adresa pentru identificare) la adresa postala: Bulevardul Expozitiei, nr.1 F, sector 1, Bucuresti, cod postal 012101, pe email la infocenter@unicredit.ro, respectiv apelând la numărul +40 21 200 2020 (apel tarif normal în rețeaua fixă

Art.30 Personal data protection („Personal Data”)

The Personal Data of the representatives of a Party shall be processed by the other Party under the terms of Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) for the purpose of executing the GBC, Framework Agreement and/ or the Specific Agreement, fulfilling its legal obligations and for legitimate purposes (eg. fraud prevention, internal reporting, applying client analysis measures according to relevant legislation, etc.).

Each Party has the obligation to inform directly, according to art. 12 & 13 of the Regulation, his representatives / authorized staff in relation with the other Party related to the processing of their Personal Data by the latter for the purposes mentioned above.

Each Party guarantees the security standards regarding the processing of Personal Data according to Art. 32 of the Regulation by taking and applying all appropriate technical and operational measures to protect Personal Data against any accidental or illegal damage, loss, alteration, disclosure or unauthorized access and against illegal processing.

In the case of legal forms of "freelancer", "individual enterprise" or "liberal professions", the Client has been informed about the processing of his personal data (including about the rights in the Regulation and the manner of exercising such rights), through the information note annexed to the GBC, the Framework Agreement and/ or the Specific Agreement, as the case.

*The data subjects [individuals and the assimilated ones, if the case, displaying an individual organization (formed by one single individual) namely the freelancers, individual enterprisers, liberal professions] whose personal data are provided to the competent tax authority may exert their rights under the General Data Protection Regulation ("GDPR"), namely the right of access to data, the right to rectification, the right to be forgotten, the right to restrict processing, the right to object, the right to data portability, the right to be subject to an automated individual decision, including profiling, the right to address the National Authority for the Supervision of Personal Data Processing ("ANSPDCP") and to the justice. Except for the right to address ANSPDCP and the justice exerted by written requests submitted to the ANSPDCP and the competent Court of law, according to the law, the other rights may be exerted by written requests submitted to the Bank (specifying full name and address for identification) at the following postal address :1F Expozitiei Bvd, 1st sector ,Bucharest, postal code 012101, by email at infocenter@unicredit.ro, respectively by calling the number +40 21 200 2020 (regular fee in Orange Romania Communications landline) or * 2020 (regular fee in Orange, RCS&RDS, Telekom Mobile and Vodafone*

Orange România Communications) sau *2020 (apel tarif normal în rețelele mobile Telekom Mobile, Orange, RCS&RDS, Vodafone). În cazul în care veți adresa o solicitare privind exercitarea drepturilor dumneavoastră privind protecția datelor, Banca va răspunde acestei solicitări în termen de o lună de zile, termen ce poate fi prelungit cu două luni, în condițiile prevăzute de GDPR; în cazul cererilor repetate, Banca poate percepe un comision rezonabil. Datele de contact ale Responsabilului cu protecția datelor sunt dpo@unicredit.ro sau adresa postală a Băncii menționată mai sus. Detalii despre prelucrarea datelor sunt de asemenea disponibile pentru persoanele fizice autorizate, întreprinderile individuale și profesiile liberale <https://www.unicredit.ro/ro/imm/Diverse/protectia-datelor.html> și în orice sucursală a Băncii.

Art.31 Transmiterea datelor de la/catre terți

(1) Clientul, prin reprezentant legal, cu bună-credință declară, în mod expres și neechivoc, că eliberează Banca și entitățile Grupului de obligația păstrării secretului profesional în domeniul bancar și relația cu clientela, în vederea transmiterii și/sau transferului către orice entități care la data utilizării acestor informații fac/vor face parte din Grup, a faptelor, datelor și informațiilor aflate la dispoziția Băncii care privesc persoana, proprietatea, activitatea, afacerea, personalul sau relațiile de afaceri ale Clientului ori a informațiilor referitoare la conturile Clientului – solduri, rulaje, operațiuni derulate, la serviciile prestate sau contractele încheiate cu Clientul, precum și a oricăror alte informații care ar putea fi interpretate ca fiind de natura secretului bancar;

(2) Prin „Grup” se înțelege compania mamă UniCredit SpA (Italia) împreună cu toate companiile controlate direct sau indirect de aceasta, incluzând companiile din România ale Grupului (UniCredit Bank SA, UniCredit Leasing Corporation IFN SA, UniCredit Leasing Fleet Management SRL, UniCredit Insurance Broker SRL, UniCredit Consumer Financing IFN SA, UCTAMRO SRL etc.), instituțiile financiare/ de credit care fac parte din Grupul UniCredit și care sunt specificate pe pagina de interent a Grupului la adresa <https://www.unicreditgroup.eu/en/worldwide/our-worldwide-presence.html>, precum și succesorii și cesionarii tuturor acestor entități.

(3) Clientul declară în mod expres că acordul menționat anterior este valabil pe întreaga durată a relației contractuale cu Banca, fiind furnizat în scopul desfășurării activităților bancare, al realizării unui proces eficient de management al riscurilor la nivelul Grupului și a unui proces cuprinzător de gestionare și monitorizare a clienților, precum și în scopul furnizării unor servicii și produse bancare competitive, dedicate și de înaltă calitate, care ar putea include, fără a se limita la:

1. monitorizarea nivelului de satisfacție a clientului și a

mobile networks). If you submit a request for the exercise of your data protection rights, the Bank will respond to this request within one month, which may be extended by two months, under the conditions provided by the GDPR; in case of the repetitive request the Bank may ask for a reasonable fee. The contact details of the Data Protection Officer are dpo@unicredit.ro or the postal address of the Bank mentioned above. Details about the data processing are available also at: <https://www.unicredit.ro/ro/imm/Diverse/protectia-datelor.html> or in any branch of the Bank.

Art.31 Data transmission from/ to third parties

(1) The Client, duly represented, in good faith, expressly and unequivocally, declares that the Bank and UniCredit Group Entities are released from the obligation to observe the banking secrecy in relation with its clients, in order to submit and/or transfer to any entity which is, at the time of using the information/ data, part of the Group, any fact, data and information at its disposal concerning the person, property, activity, business, staff or business relationships of the Client or the Client's accounts information – balances, turnovers, performed operations, provided services or contracts concluded with the Client, as well as any other information that could be construed as banking secrecy;

(2) The "Group" means the parent company UniCredit SpA (Italy) with all companies controlled directly or indirectly by it, including the Group companies in Romania (UniCredit Bank SA, UniCredit Leasing Corporation IFN SA, UniCredit Leasing Fleet Management Ltd, UniCredit Insurance Broker SRL, UniCredit Consumer Financing IFN SA, UCTAMRO SRL etc.), financial/credit institutions that are part of the UniCredit Group and which are listed on the Group's website at <https://www.unicreditgroup.eu/en/worldwide/our-worldwide-presence.html>, as well as the legal assignees and successors of these entities.

(3) The Client declares expressly that this consent is valid for the entire duration of the contractual relationship with the Bank, being provided for conducting banking activities, achieving Group wide risk management process and comprehensive client management process and supervisory as well as tailored and high quality service and products which might include, but is not limited to the following:

1. monitoring the client's satisfaction and the quality of

calitatii serviciilor si produselor oferite de entitatile Grupului;

2. intermediere reciproca intre entitatile Grupului, inclusiv prin promovarea oricaror produse si servicii ale acestora (finantare/ acordare de imprumuturi/ alte tipuri);

3. evaluarea eligibilitatii clientilor cu scopul de a acorda produse si servicii standard sau personalizate din portofoliul entitatilor Grupului, de asemenea prin calcularea indicatorilor in evaluarea bonitatii, a riscului de credit, stabilirea gradului de indatorare, etc.;

4. monitorizarea adecvata a tuturor obligatiilor asumate de catre client fata de entitatile Grupului, inclusiv comunicarea si/ sau transferarea informatiilor necesare pentru stabilirea capacitatii de plata si a comportamentului de plata.

(4) Clientul este de acord ca Banca sa transmita intr-un mod considerat obisnuit pentru banci, toate informatiile pe care Banca le primeste in legatura cu prezentele CGA sau cu relatia de afaceri dintre Banca si Client, in mod special in interesul unei protectii rezonabile a creditorilor, catre banci, institutii/ autoritati centrale ale bancilor sau organizatii preferate pentru protectia creditorilor, precum si catre auditorul financiar, societatile din cadrul grupului UniCredit, un viitor potential cesionar sau dobanditor al creantei sau catre oricare alta persoana sau companie care ar putea propune intrarea in relatii contractuale cu Banca in legatura cu prezentele CGA.

(5) Clientul autorizeaza Banca sa solicite/ sa furnizeze de la/ catre Centrala Incidentelor de Plati, Centrala Riscului de Credit, Biroul de Credit S.A. sau institutii similare acestora, dupa caz, orice date referitoare la activitatea sa si ori de cate ori considera necesar acest lucru.

(6) Banca efectueaza operatiuni bancare prin intermediul SWIFT (Society for Worldwide Interbank Financial Telecommunication), inregistrata in Belgia. Reteaua SWIFT opereaza prin serverele sale din Europa si Statele Unite ale Americii (SUA), unde sunt stocate temporar toate datele operatiunii de plata (inclusiv date cu caracter personal). Centrul operational din SUA se supune legislatiei americane, iar Departamentul Trezoreriei din SUA are dreptul de a solicita acces la datele personale stocate in centrul operational SWIFT din SUA, in scop specific si limitat, respectiv numai pentru prevenirea spalarii banilor si luptei impotriva finantarii actiunilor teroriste. Astfel, Departamentul Trezoreriei din SUA poate colecta datele cu caracter personal ale Clientilor Bancii care ordona operatiuni bancare si care sunt procesate prin SWIFT.

Art.32 (A) Informare privind furnizarea datelor catre autoritati fiscale competente

(1) Clientul intelege ca, in scopul conformarii fiscale si conform legislatiei aplicabile, inclusiv unor acorduri bilaterale/multilaterale incheiate de Romania cu alte

services and products offered by UniCredit Group entities;

2. mutual intermediation between UniCredit Group entities, including promoting any of their products and services (financing/ lending/ others);

3. assessing the clients' eligibility for the purpose of granting standard or customized products and services from the portfolio of UniCredit Group entities, also by calculating indicators in assessing creditworthiness, credit risk, determining indebtedness and so on;

4. adequate monitoring of all obligations assumed by the client to UniCredit Group entities, including submitting and/ or transferring of necessary information to determine the capacity to pay and payment behaviour.

(4) The Client agrees for the Bank to deliver, in a manner that is considered usual for banks, all the information the Bank receives concerning the present GBC or the business relationship between the Bank and the Client, especially for the interest of a reasonable protection of the creditors, to banks, institutions / central authorities of the banks or preferred organizations for creditors' protection, as well as to the financial auditor, the companies within the UniCredit group, a future potential receivable assignee or acquirer or to any other person or company that may propose entering a contract relationship with the Bank in relation to the present GBC.

(5) The Client authorises the Bank to request from / submit to the Payment Incidents Register, the Central Credit Register, the Credit Bureau S.A. or similar institutions, as appropriate, any data regarding its activity and whenever it so deems it necessary.

(6) The Bank performs banking transactions through SWIFT (Society for Worldwide Interbank Financial Telecommunication), which is registered in Belgium. The SWIFT network operates through its servers in Europe and the United States of America (USA), where all of the data of the payment transaction are temporarily stored (including personal data). The USA operational centre is subject to the American law, and the USA Treasury Department is entitled to request access to the personal data being stored within the SWIFT operational centre in the USA, for specific and limited purposes, namely only in order to prevent money laundering and to fight against the financing of terrorist acts. Thus, the USA Treasury Department may collect the personal data of the Clients of the Bank that orders banking transactions that are processed through SWIFT.

Art.32 (A) Disclosure regarding data provided to the competent tax authorities

(1) The Client understands that, in order to comply with and according to the applicable fiscal legislation, including any bilateral/multilateral agreements concluded by

state, la cerere si periodic, Banca are obligatia de a raporta Autoritatii Nationale de Administrare Fiscala (A.N.A.F.), in calitate de autoritate fiscala competenta din Romania sau, dupa caz, oricarei alte autoritati legal desemnate in acest scop, informatii de natura financiara si date cu caracter personal despre Client, imputernicitii, reprezentantii legali si beneficiarii reali ai acestuia; conform cu prevederile respectivelor acorduri internationale, aceste informatii pot fi transferate autoritatilor competente din alte jurisdictii.

(2) Aceste informatii se refera inclusiv, dar fara a se limita la: i) nume, adresa, jurisdictia de rezidenta fiscala, numar de identificare fiscala, data si locul nasterii, ii) numarul si soldul conturilor, iii) in cazul conturilor de custodie, de depozit si altele – cuantumul brut total platit/ creditat in legatura cu respectivul cont, al dobânzilor, dividendelor, altor venituri generate, precum si încasările brute totale din vânzarea/răscumpărarea activelor financiare, iv) detinerea de casete de valori, precum si orice alte date si documente solicitate conform legii de catre autoritate.

(3) Prin semnarea cererii de deschidere de cont, a Contractului specific si a Contractului-cadru, dupa caz, Clientul: i) certifica faptul ca toate datele furnizate Bancii sunt reale, exacte si complete si nu a omis un fapt datorita caruia declaratiile ar putea deveni substantial false, ii) se obliga sa notifice de indata Banca in cazul modificarii datelor furnizate si sa remita Bancii documentele relevante, iii) este de acord ca poate beneficia de drepturile conferite de conventii pentru evitarea dublei impuneri incheiate de Romania cu alte state, doar de la data la care va prezenta Bancii un certificat de rezidenta fiscala emis de autoritatea straina competenta, iv) va furniza Bancii de indata, la simpla cerere, orice informatii si documente necesare Bancii pentru respectarea obligatiilor legale de raportare catre autoritatea fiscala competenta.

(4) Clientul intelege ca informatiile furnizate Bancii sunt reglementate de prezentul Contract-cadru si ca acesta prevede inclusiv modalitatea de utilizare si distribuire de catre Banca a acestor informatii.

Art.32 (B) Informare privind impozitarea dobanzilor platite de Banca

(1) Clientul declara ca a fost informat de catre Banca asupra faptului ca veniturile din dobanzi inregistrate de nerezidenti sunt supuse impozitarii conform ratelor de impozitare specificate in legislatia romana aplicabila.

Pentru a beneficia de o rata de impozitare favorabila in conformitate cu Tratatul privind evitarea dublei impuneri incheiat intre Romania si alte tari (DTT), Clientul nerezident, in calitate de beneficiar al veniturilor, va pune la dispozitia Bancii un certificat de rezidenta fiscala, in original sau copie legalizata si traducerea autorizata a acestuia in limba romana. Certificatul de rezidenta fiscala trebuie inaintat Bancii pana in ultima zi a lunii februarie a fiecărui an calendaristic pentru a beneficia de o rată de impozitare favorabilă pentru

Romania with other states, upon request and periodically, the Bank is required to report to the National Agency for Fiscal Administration (ANAF) as competent fiscal authority in Romania or, where appropriate, any other authorities legally designated for this purpose, financial information and personal data about the Client, its proxies, legal representatives and ultimate beneficial owners; according to the provisions of these international agreements, this information may be transferred to competent authorities of other jurisdictions.

(2) This information may refer including but not limited to: i) name, address, residence for tax purposes, Tax Identification Number, date and place of birth, ii) the number and accounts balance, iii) in case of custodial accounts, depository accounts and other types – the total gross paid/credited in connection with the account, interest, dividends, other income generated, and total gross proceeds from sale/redemption of financial assets, iv) holding safe deposit boxes, as well as any other data and documents required under the law by the authorities.

(3) By signing the account opening request, the Specific Agreement and the Framework Agreement, as the case may be, the Client: i) certifies that all data provided to the Bank are true, accurate and complete and no date was omitted so that the statements could become substantially false, ii) undertakes to immediately notify the Bank in case of change of circumstances and to deliver to the Bank relevant documents, iii) agrees that it may benefit of the rights granted by double taxation treaties concluded by Romania with other states, only from the date on which the Client provides the Bank with a valid tax residence certificate issued by the competent foreign authority iv) undertakes to immediately provide the Bank, upon request, with any information and documents necessary for the Bank to comply with its legal reporting obligations.

(4) The Client understands that the information supplied is regulated by this Agreement that stipulates how UniCredit Bank SA can use and share the information supplied by the Client

Art. 32 (B) Information regarding withholding tax on interests paid by the Bank

(1) Client declares that it was informed by the Bank about the fact that incomings from interest registered by non-residents are subject to taxation according to tax ratios specified by applying Romanian legislation.

In order to benefit of the more favourable tax rate under the The double taxation avoidance treaty concluded between Romania and other countries (DTT), the non-resident Client, as income beneficiary, should provide the Bank with a valid tax residency certificate issued by the competent authority of the states of residence, in original or certified copy and its certified translation in Romanian language. The tax residency certificate shall be submitted to the Bank until the last day of February of each calendar year in order to apply the more favourable tax rate for the

intregul an. În cazul în care termenul mai sus menționat este depășit, rata de impozitare favorabilă va fi aplicată începând cu data primirii de către Bancă a certificatului de rezidență fiscală.

Art.33 Raspunderi

33.1 Raspunderea Bancii

(1) Banca este exonerată de răspundere în cazul (a) pierderilor suferite de către Client în urma întârzierilor, pierderilor, omisiunilor, erorilor de transmitere/ recepție, neînțelegeri sau greseli ale comunicărilor prin telefon, fax, e-mail, aplicațiile electronice de tip internet banking și/sau mobile banking, precum și a oricaror mesaje, scrisori sau documente, dacă nu se datorează neglijenței sau culpei sale grave; (b) pierderilor/prejudiciilor suferite de Client prin încălcarea de către împuterniciul acestuia a obligației de păstrare a informațiilor de natură secretului bancar de care iau la cunoștință pe parcursul derulării relației contractuale încheiate de Client cu Banca.

(2) Banca nu își asumă nicio responsabilitate în ceea ce privește efectele și consecințele decurgând din încetarea activității sale ca urmare a unor cazuri fortuite sau de forță majoră (incluzând dar fără a se limita la conflicte internaționale, acțiuni violente sau armate, revolte, măsuri luate de orice guvern/ autoritate locală sau internațională, organizație regională sau internațională sau de către orice bancă centrală, conflicte de muncă la nivelul personalului Bancii sau al unor terțe parti ale caror servicii sunt folosite de Banca, boicoturi, pane de curent sau caderea liniilor de comunicație sau a echipamentului Bancii, sau ale unor terțe parti ale caror servicii sunt folosite de către Banca). În astfel de situații, Banca va avea dreptul să ia acele măsuri necesare în mod rezonabil pentru a diminua efectele negative pe care astfel de cazuri le pot avea fața de Client.

(3) Clientul este răspunzător pentru orice modificare intervenită în relațiile cu partenerii săi comerciali privind prețul, cursul valutar sau alte diferențe rezultate din derularea operațiunilor comerciale, și, ca urmare, eventualele pierderi sunt suportate de către Client.

(4) În cazul ordinului de plată inițiat de Client, Banca poate fi responsabilă față de Client pentru executarea corectă a operațiunii de plată, numai în condițiile în care Clientul și-a îndeplinit corect și complet obligațiile din prezentele CGA și/sau contractele specifice.

(5) În cazul în care Codul unic furnizat de Client este incorect, Banca nu răspunde pentru neexecutarea sau executarea defectuoasă a operațiunii de plată, însă va depune, în schimbul comisionului aferent, toate eforturile rezonabile pentru operațiunea de recuperare a fondurilor implicate în operațiunea de plată. În situația în care colectarea fondurilor nu este posibilă, la cererea scrisă a Clientului, Banca va pune la dispoziția acestuia toate informațiile de care dispune și care sunt relevante

entire year. If the above-mentioned term is exceeded, the more favourable tax rate shall be applied starting from the tax residence certificate bank receiving date.

Art.33 Liabilities

33.1 Liability of the Bank

(1) The Bank is exonerated from liability in cases of: (a) losses to be suffered by the Client due to delays, losses, omissions, sending/ receiving errors, misunderstandings or communication errors by telephone, fax, e-mail, internet banking and/or mobile banking electronic applications, as well as any other messages, letters or documents, unless they are due to its negligence or serious fault. (b) losses/damages suffered by the Client through breach by the Client's representatives of the obligation to keep information of a banking secrecy nature of which they become aware during the course of the contractual relationship entered into by the Client with the Bank.

(2) The Bank does not undertake any responsibility as regards the effects and the consequences devolving from the ceasing of its business due to accidental or force majeure events (including, but not limited to, international conflicts, violent or armed actions, mutinies, action taken by any government/ local or international authority, regional or international organization or by any central bank, labour conflicts at the level of the employees of the Bank or of third parties whose services are used by the Bank, boycotts, fault of electricity or failure of communication lines or of the equipment of the Bank or of any third parties whose services are used by the Bank). In such cases the Bank shall be entitled to take the reasonably required action in order to reduce the adverse effects such cases may entail for the Client.

(3) The Client is liable for any change in its commercial relationship with its partners regarding the price, the exchange rate or other differences to result from carrying on trading operations, and therefore the possible losses shall be borne by the Client.

(4) In the case of a payment order having been initiated by the Client the Bank may be responsible towards the Client for the proper performance of the payment operation provided that the Client has properly and completely fulfilled its obligations under the present GBC and/or the Specific Agreements.

(5) Should the Sole Code being provided by the Client be incorrect, the Bank shall not be liable for the failure to execute or the defective execution of the payment transaction, but shall pay, in consideration of the related fees, all the reasonable efforts for the operation of recovering the funds involved in the payment transaction. In the event that the collection of funds is not possible, at the written request of the Client, the Bank shall make available to it all the information at its disposal and which

pentru platitor pentru initierea de catre acesta a unei actiuni in instanta in vederea recuperarii fondurilor.

(6) Raspunderea Bancii este exclusa daca poate dovedi Clientului platitor si, daca este cazul, prestatorului de servicii de plata al beneficiarului platii, ca prestatorul de servicii de plata al beneficiarului platii a primit suma care face obiectul operatiunii de plata in termenele prevazute la art.5.8 de mai sus.

(7) La cererea Clientului platitor, Banca depune eforturi imediate, indiferent de raspunderea sa in conformitate cu punctul (4) sau punctul (6) de mai sus, dupa caz, pentru a identifica si a urmari operatiunea de plata si pentru a-l notifica pe Client cu privire la rezultate, in cazul unei operatiuni de plata neexecutate sau incorect executate, in care ordinul de plata este initiat de Clientul platitor. Clientul va achita Bancii contravaloarea comisionului de investigatie, daca neexecutarea sau executarea incorecta a operatiunii de plata nu se datoreaza Bancii.

(8) Raspunderea Bancii nu intervine in situatia in care actioneaza in baza unor dispozitii legislative.

(9) Banca nu isi asuma nicio responsabilitate pentru pierderile suferite din cauza intarzierilor sau erorilor facute de terte parti (banci intermediare, prestatori de servicii de plata terti, agenti, notari, furnizori de servicii postale sau de curierat etc.) in executarea instructiunilor primite de la Banca pe seama si/sau la ordinul Clientului.

(10) Raspunderea Bancii fata de Client este limitata la pagubele cauzate de catre Banca, cu intentie sau din culpa grava, prin incalcarea prezentelor CGA si/sau Contractelor specifice, iar orice alta compensatie financiara suplimentara care nu este expres mentionata in prezentele CGA si/sau Contractul specific este exclusa.

(11) Prevederile din prezentele CGA referitoare la raspunderea Bancii fata de Client pentru executarea instructiunilor de plata/ transfer pana la incasarea fondurilor de catre institutia de plata a beneficiarului platii, se aplica conform legii si prevederilor prezentelor CGA numai pentru operatiunile de plata efectuate in moneda nationala (LEI), EUR si monedele tarilor din UE si SEE.

(12) In cazul tranzactiilor neautorizate, Banca va rambursa Clientului suma aferenta operatiunii de plata neautorizate cel tarziu la sfarsitul urmatoarei Zile lucratoare, dupa ce s-a constatat sau a fost notificata fara intarziere nejustificata, dar nu mai tarziu de 3 luni de la data debitarii, faptul ca a constatat o operatiune de plata neautorizata care da nastere unei plangeri, cu exceptia cazului in care Banca are motive rezonabile sa suspecteze ca a fost comisa o fraudă, caz in care Banca comunica aceste motive, in scris, autoritatii nationale competente.

Banca se asigura ca data creditarii contului curent/contului de plati al Clientului nu este ulterioara datei la care suma operatiunii neautorizate a fost

are relevant to the payer for initiating by him an action in court of law for the recovery of the funds.

(6) The liability of the Bank shall be excluded should it be able to prove to the payer Client and, where relevant, to the payee's payment services provider that the payee's payment services provider has received the amount of the payment transaction within the terms as provided for under art.5.8 above.

(7) On the payer Client's request, the Bank shall make immediate efforts, notwithstanding its liability in compliance with the item (4) or the item (6) above, as appropriate, in order to identify and trace the payment transaction and to notify the Client about the results, in the case of a non-executed or defectively executed payment transaction, where the payment order is initiated by the payer Client. The Client shall pay to the Bank the value of the investigation fee should the non-execution or the defective execution of the payment transaction be not due to the Bank.

(8) The Bank shall not be liable in the case where it acts based on legislative provisions.

(9) The Bank undertakes no responsibility for the losses to be suffered due to delays or errors of third parties (intermediary banks, agents, TPPs, public notaries, providers of postal services or couriers, etc.) in performing under the instructions received from the Bank on behalf of and/or by order from the Client.

(10) The liability of the Bank towards the Client is limited to the damages caused by the Bank, either on purpose or by severe fault, by breaching the present GBC and/or the Specific Agreements and any other additional financial compensation that is not expressly mentioned within the present GBC and/or the Specific Agreement shall be excluded.

(11) The provisions within the present GBC regarding the liability of the Bank towards the Client for the execution of a payment/transfer instructions until the funds are collected by the payee's payment service provider shall be applied according to the law and to the provisions in the present GBC, only for payment transactions executed in the national currency (RON/ Lei), EUR and currencies of the EU and EEA countries.

(12) In case of an unauthorised payment transaction, the Bank shall reimburse to the Client the amount of the relevant unauthorised payment transaction, at the latest at the end of the next Business Day after it has noticed or has been notified of the unauthorized operation without undue delay, but not later than 3 months after the debiting date, about the fact that it has found an unauthorised payment transaction giving rise to a complaint, unless the Bank has reasonable grounds to suspect that a fraud was committed, case in which the Bank communicated these grounds, in writing, to the national competent authority.

The Bank shall ensure that the date of crediting the Client's account is not later than the date on which the amount of unauthorized operation has been debited.

debitata.

(13) Banca, în calitate de prestator de servicii de plată al Clientului beneficiar al plății, este răspunzătoare față de Client pentru: a) transmiterea corectă a ordinului de plată către prestatorul de servicii de plată al platitorului în conformitate cu art. 5.4 punctul (4) de mai sus și b) pentru efectuarea operațiunii de plată în conformitate cu obligațiile sale prevăzute la art. 5.8 litera d) de mai sus.

În cazul în care Banca devine răspunzătoare conform mențiunilor anterioare, retransmite imediat ordinul de plată în cauză către prestatorul de servicii de plată al platitorului în cazul prevăzut la litera a) de mai sus, și garantează punerea la dispoziția Clientului a sumei ce face obiectul operațiunii de plată, imediat după ce această sumă este creditată în contul Bancii în cazul prevăzut la litera b) de mai sus, iar data creditării contului Clientului este cel mai devreme data la care este efectuată corectarea erorii.

(14) În cazul în care Banca este răspunzătoare pentru neexecutarea sau executarea cu întârziere a unei operațiuni de plată inițiate de platitor, aceasta rambursează platitorului, dacă este cazul, valoarea operațiunii de plată neexecutate sau executate incorect. Data creditării contului Clientului este cel mai devreme data la care este efectuată corectarea erorii.

(15) Clientul este de acord că Banca nu va fi ținută de îndeplinirea obligațiilor asumate prin prezentul Contract-cadru în cazul în care îndeplinirea obligațiilor este interzisă prin Sancțiuni sau prin orice alte măsuri restrictive financiare sau economice, prevăzute de legislația în vigoare sau de politica de conformitate a Bancii sau a grupului din care face parte Banca.

33.2 Răspunderea Clientului

(1) Clientul are obligativitatea de a informa Banca imediat despre furtul/ pierderea/ distrugerea/ anularea mijloacelor de plată (exp: cekuri, bilete la ordin, carduri etc.). Banca nu își asumă nici o responsabilitate pentru pagubele produse ca urmare a unor omisiuni, erori sau instrucțiuni nelegale înaintate Bancii de către Client.

(2) Clientul se obligă să asigure în Contul curent disponibilul necesar achitării tuturor sumelor datorate Bancii (taxe, comisioane, dobânzi, etc.), pentru utilizarea oricărui produs/serviciu pus la dispoziție de Banca. Dacă disponibilitățile aflate în Conturile Clientului nu sunt suficiente pentru plata sumelor datorate, Banca va putea decide, la discreția sa totală, conform normelor sale interne, perceperea acestora prin iesirea în descoperit de cont (denumită "Descoperit neautorizat de cont"). Sumele astfel datorate de Client vor fi purtătoare de dobândă începând cu data înregistrării Descoperitului neautorizat de cont până la data achitării integrale.

(3) Clientul va suporta eventualele penalizări

(13) The Bank, as payment services provider of the payee Client, shall be liable towards the Client for: a) the proper transmission of the payment order to the payer's payment services provider in accordance with the art.5.4 item (4) above and b) the execution of the payment transaction in compliance with its obligations as provided for under the art.5.8 letter d) above.

Should the Bank become liable under the previous mentions, it shall immediately re-transmit the relevant payment order to the payer's payment services provider in the case being provided for under the letter a) above, and it shall ensure that the amount of the payment transaction is at the Client's disposal immediately after that amount is credited into the Bank's account in the case being provided for under the letter b) above, and the date on which the Client's account is credited is the earliest date when the error correction is made..

14) If the Bank is liable for the non-execution or late execution of a payment transaction initiated by the Client, it shall reimburse to the Client, where applicable, the amount of the unexecuted or incorrectly executed payment transaction. The crediting date is the earliest date when the error correction is made.

(15) The Client agrees that the Bank shall not be bound to perform its obligations under this Agreement if the fulfilment of the obligations is prohibited by Sanctions or by any other financial or economic restrictive measures provided by applicable law or by the compliance policy of the Bank or the group of which the Bank is a member of.

33.2 Liability of the Client

(1) The Client has the obligation to immediately notify the Bank about the theft/ loss/ destruction/ cancellation of the payment means (e.g. cheques, promissory notes cards, etc.). The Bank undertakes no responsibility for damages caused as result of omissions, errors or illegal instructions having been forwarded to the Bank by the Client.

(2) The Client undertakes to ensure in the Current account the available funds necessary to pay all amounts owed to the Bank (fees, commissions, interest, etc.), for the use of any product/service made available by the Bank. If the available funds in the Client's accounts are not sufficient to pay the amounts due, the Bank will be able to decide, at its total discretion, according to its internal rules, to charge them through an overdraft (called "Unauthorized overdraft"). The amounts thus owed by the Client will bear interest starting with the date of registration of the unauthorized account overdraft until the date of full payment.

(3) The Client shall bear any appropriate penalties, in accordance with the specific Contracts or according to the

corespunzatoare, conform Contractelor specifice incheiate cu Banca sau conform nivelului practicat de catre Banca si afisat la sediile sale sau comunicate Clientului la deschiderea de cont. In cazul Descoperitului neautorizat de cont, dobanda penalizatoare se calculeaza pentru fiecare zi de neplata a sumei datorate constituita in Descoperit neautorizat de cont. Soldul astfel creat si neachitat la scadenta (ex. lunar/trimestrial) atrage perceperea de noi dobanzi penalizatoare pana la achitarea integrala a acestuia.

(4) Clientul este raspunzator pentru orice pierdere suferita pentru neexecutarea sau executarea in mod defectuos a unei operatiuni de plata sau pentru o operatiune neautorizata de plata in cazul in care pierderile se datoreaza in principal unui intermediar/ tert ales/ desemnat de catre Client.

(5) Clientul este raspunzator pentru orice pierdere provocata Bancii, fara nicio limita de suma, ca urmare a fraudei proprii sau a unui tert, precum si in cazul incalcarii uneia sau mai multor obligatii prevazute la art.14 punctul (10) de mai sus.

Art.34 Forta majora

(1) Banca/ Clientul nu va fi raspunzatoare in cazul indeplinirii cu intarziere sau neindeplinirii obligatiilor sale datorita fortei majore sau cazului fortuit. Raspunderea Bancii si/sau a Clientului este inlaturata, sau suspendata dupa caz, in situatia aparitiei fortei majore sau cazului fortuit.

(2) Prin forta majora se intelege evenimentul extern, intervenit dupa semnarea prezentelor CGA/ contractului-cadru/ contractului specific, imprevizibil, absolut invincibil si inevitabil, care este de natura a exonera de raspundere partea care il invoca, care o impiedica sa isi indeplineasca total sau partial obligatiile contractuale pe durata relatiilor de afaceri (inclusiv, dar fara a se limita la greve, calamitati naturale, razboi).

(3) Prin caz fortuit se intelege acel eveniment care nu poate fi prevazut si nici impiedicat de cel care ar fi fost chemat sa raspunda daca evenimentul nu s-ar fi produs, care este de natura a exonera de raspundere partea care il invoca, inclusiv deficientele de natura tehnica care fac imposibila prestarea serviciului contractat.

(4) Partea afectata va comunica aparitia fortei majore in termen de maxim 5 zile de la data aparitiei, iar in termen de maxim 15 zile va transmite celeilalte parti, in original, certificatul de atestare a cazului de forta majora eliberat de autoritatile competente.

Art.35 Legea aplicabila

(1) Legea in vigoare in Romania guverneaza toate relatiile dintre Client si Banca, chiar si in cazul in care un proces se desfasoara in strainatate. Disputele care apar intre Banca si Client vor fi solutionate pe cale amiabila, iar cand acest lucru nu va fi posibil, diferendul va fi dedus judecatii instantei judecatoresti competente din Romania.

amount applied by the Bank and displayed at its offices or communicated to the Client when opening an account. In case of unauthorised overdraft, the penalty interest shall be calculated for each day of non-payment of the amount owed constituted in the unauthorised overdraft. The balance thus created and not paid on the due date (e.g. monthly/quarterly) attracts new penalty interest charges until its full payment.

(4) The Client shall be liable for any loss suffered due to a non-execution or to a defective execution of a payment transaction or due to an unauthorised payment transaction in the case where the losses are primarily due to a broker/ third party having been chosen/ appointed by the Client.

(5) The Client shall be liable for any loss to be caused to the Bank, without any amount limitation, as result of his/her/its own fraud or of a fraud by a third party, as well as in case of breaching one or several of the obligations as provided for under the art. 14 item (10) above.

Art.34 Force Majeure

(1) The Bank/ Client will not be considered reliable in case of delay or not fulfilment of its obligations in case of force majeure or casus fortuitous. The liability of the Bank and/or the Client shall be removed or suspended, as the case, in case of force majeure or casus fortuitous.

(2) By force majeure is understood an external event occurring after the signing of the present GBC/ of the Framework Agreement/ of the Specific Agreement, unpredictable, absolutely insurmountable and inevitable, which can exonerate from responsibility the party invoking it, which completely or partially prevents it from fulfilling its contract obligations during the business relationship (including, but not limited to strikes, acts of God, war).

(3) By casus fortuitus is understand that event that cannot be foreseen or prevented by the party responsible in case such event would appear, which will exonerate from responsibility the party invoking it, including the technical deficiencies which make the execution of the contracted service almost impossible.

(4) The affected party shall notify about the occurrence of the force majeure within 5 days after the occurrence date, and within maximum 15 days shall deliver to the other party, in original, the force majeure ascertaining certificate issued by the competent authorities.

Art.35 Applicable law

(1) The law in force in Romania shall govern all of the relations between the Client and the Bank even in the case where a trial would be held abroad. The disputes to occur between the Bank and the Client shall be amicably settled, and if not possible, the dispute shall be referred for settlement purposes to the competent court of law in Romania.

(2) In mod facultativ, in vederea solutionarii pe cale amiabila a eventualelor dispute cu Banca, Clientul poate apela la procedurile extrajudiciare prevazute de lege.

(3) CGA se completeaza cu prevederile legislatiei interne in materie, cu reglementarile emise de Banca Nationala a Romaniei, regulile si uzantele internationale, precum si cu propriile norme si proceduri de lucru ale Bancii.

(4) Prevederile Titlului III si articolele 141, 149, 171, 172, 177-179, 182-185, 190 si 203-213 din Titlul IV din Legea nr. 209/2019 nu se aplica Clientului.

Art.36 Modificari

(1) Prezentele CGA se vor completa cu prevederile Contractelor Specifice prin care Clientul a contractat diverse produse si servicii bancare. In cazul unui conflict intre anumite prevederi din aceste CGA si conditiile din acele contracte vor prevala respectivele prevederi din contractele specifice, cu exceptia prevederilor de la art.34 (4) de mai sus si a celor referitoare la operatiunile de plati carora le sunt aplicabile, in orice situatie, prezentele CGA.

(2) Banca poate decide, in mod unilateral, atunci cand considera oportun, modificarea prezentelor CGA.

(3) Orice modificari ale prezentelor CGA vor fi notificate Clientului in scris sau afisate la sediile unitatilor teritoriale ale Bancii sau publicate pe pagina de internet a Bancii sau transmise in mesageria din aplicatiile electronice de tip internet banking si/sau mobile banking si vor deveni opozabile Clientului de la data notificarii/ afisarii/ publicarii/ mentionata in documentul afisat/ publicat, dupa caz.

Art.37 Aplicarea CGA

(1) In momentul semnarii contractului de deschidere de cont, a Contractului specific si a Contractului-cadru, dupa caz, Clientul semneaza si pentru primirea prezentelor CGA si are responsabilitatea de a lua act de continutul acestora. Semnarea de catre Client a contractelor mentionate anterior are semnificatia intelegerii si acceptarii de catre acesta a continutului prezentelor CGA.

(2) Banca nu va intra in niciun raport contractual cu Clientul decat daca acesta din urma a acceptat prezentele CGA.

(3) Nicio exceptie de la prezentele CGA nu poate fi invocata decat daca o astfel de derogare a fost agreata in scris.

(4) Prin semnarea cererii de deschidere de cont, Clientul ia cunostinta si accepta prevederile prezentelor CGA si ca Banca ii pune la dispozitie servicii si produse bancare pe care le considera adecvate si care sunt in conformitate cu strategia Bancii, respectand prevederile legislatiei interne in vigoare, regulile, uzantele si practicile internationale in materie bancara, regulamentele si procedurile interne ale

(2) Optionally, for an amicable settlement of any possible disputes with the Bank, the Client may use the extrajudicial procedures provided by the law.

(3) These GBC are completed with the provisions in the domestic legislation within the matter, the regulations issued by the National Bank of Romania, the International Rules and Practices, as well as with the own rules and working procedures of the Bank.

(4) The provisions in the Title III and the articles 141, 149, 171, 172, 177-179, 182-185, 190 and 203-213 in the Title IV of the Law no. 209/2019 shall not apply to the Client.

Art.36 Alterations

(1) These GBC shall be completed with the provisions in the Specific Agreements by means of which the Client has contracted various banking products and services. In the event of a conflict between certain provisions within these GBC and the conditions in such agreements the relevant provisions in the Specific Agreements shall prevail, except for the provisions under art.34 (4) above, and the provisions concerning the payment operations to which these GBC are applicable under any circumstances.

(2) The Bank may unilaterally decide, when so deeming it fit, to alter the present GBC.

(3) Any alterations to these GBC shall be notified to the Client in writing or displayed at the offices of the territorial units of the Bank or published on the Internet page of the Bank or sent to the internet banking and/or mobile banking electronic applications messenger and shall become opposable to the Client since the notification/ displaying/ publishing date as mentioned within the displayed/ published document, as appropriate.

Art.37 Applying of the GBC

(1) Upon signing the account opening agreement, the Specific Agreement and the Framework Agreement, as the case may be, the Client also signs for receiving these GBC and is responsible to become aware of the contents thereof. The signing of the above mentioned agreements by the Client represents the understanding and acceptance of the content of these GBC.

(2) The Bank shall not enter any contract relation with the Client unless the latter has accepted the present GBC.

(3) No exception from the present GBC may be invoked unless such derogation was agreed upon in writing.

(4) By signing the account opening request, the Client acknowledges and accepts the provisions of these GBC and that the Bank provides with banking services and products it considers proper and which comply with the strategy of the Bank, also observing the provisions in the domestic legislation in force, the international banking rules and practices, the internal rules and procedures of the Bank. The provisions in the GBC shall apply from the

Bancii. Prevederile CGA se aplica de la data semnarii de catre Client a cererii de deschidere cont si sunt valabile pana la data incetarii oricaror si tuturor relatiilor de afaceri dintre Banca si Client.

(5) In cazul in care Clientul contesta semnatura/acordul Bancii in ceea ce priveste contractarea/modificarea de produse si servicii de catre Client, consimtamantul acesteia poate fi dovedit prin simpla executare/implementare a cererilor Clientului.

(6) Clientul este obligat ca la data primirii CGA, sa prezinte Bancii situatia sa reala, precum si orice documente si informatii cerute de Banca.

(7) Orice document emis de o autoritate straina (notar, tribunal, etc) va indeplini conditiile de supralegalizare/apostilare conform prevederilor legislative in vigoare.

(8) Prezentarea de documente incomplete si/sau informatii incorecte atrage raspunderea Clientului pentru eventualele daune provocate, Banca avand dreptul de a inceta raporturile contractuale.

(9) Clientul este obligat sa prezinte Bancii, ori de cate ori aceasta considera necesar, orice documente si/sau declaratii considerate necesare pentru justificarea operatiunilor derulate prin Banca si/sau determinarea situatiei reale a Clientului.

(10) Prezentele CGA sunt incheiate in limba romana si engleza. In caz de dispute sau neconcordanțe între versiunea în limba romana și cea în limba engleza, versiunea în limba romana va prevala. Comunicările dintre Banca și Client se efectuează în limba romana, dacă partile nu agreează altfel.

Art.38 Prevenirea spalarii banilor, combaterea finantarii terorismului si respectarea Sanctiunilor

(1) Banca si orice alt membru al Grupului UniCredit poate intreprinde orice **actiune** pe care o considera adecvata pentru a asigura indeplinirea oricaror obligatii le-ar avea, oriunde in lume, cu privire respectarea Sanctiunilor, precum si cu privire la prevenirea si combaterea fraudei, spalarii banilor, finantarii actelor de terorism, dării/luării de mita, corupției, evaziunii fiscale și la furnizarea serviciilor financiare și a altor servicii persoanelor care pot fi supuse Sanctiunilor.

(2) Clientul garantează Băncii pe toată durata relației contractuale: (i) că fondurile pe care le rulează prin conturile deschise la Bancă și orice alte fonduri, instrumente sau produse obținute de la Bancă sau utilizate în relația cu Banca nu vor fi utilizate în scopuri interzise prin Sancțiuni sau prin orice alte măsuri restrictive financiare sau economice, prevăzute de legislația în vigoare sau de politica de conformitate aplicabilă a Băncii sau a grupului din care face parte Banca, (ii) că nu face obiectul Sancțiunilor și că nu este o persoană sancționată sau care a încălcat orice Sancțiune, (iii) că oricare dintre persoanele ce intră în relație cu Banca în mod adiacent relației dintre Client și Bancă (garant, codebitor, împuternicit al Clientului,

date the Client signs the account opening request and shall and remain valid until the date of terminating any and all business relations between the Bank and the Client.

(5) If the Client contests the Bank's signature/agreement regarding the contracting/modification of products and services by the Client, its consent can be proven by simply executing/ implementing the Client's requests.

(6) The Client is obliged, upon receiving the GBC, to notify the Bank about its actual condition, as well as any documents and information as required by the Bank.

(7) Any document issued by a foreign authority (notary, tribunal etc.) shall meet the legalisation/ apostille requirements under the legislative provisions in force.

(8) The provision of incomplete documents and/or incorrect information shall entail the liability of the Client for the possible damages caused and the Bank shall be entitled to terminate the contract relations.

(9) The Client is obliged to provide the Bank, whenever the same so deems it required, with any documents and/or statements deemed required in order to support the operations being performed by means of the Bank and/or to determine the actual condition of the Client.

(10) These GBC are concluded in Romanian and English language. In the event of disputes or inconsistencies between the Romanian and English version, the Romanian version shall prevail. The communication between the Bank and the Client shall be carried on in Romanian language, if not otherwise agreed.

Art.38 Anti-money Laundering, countering terrorism financing and observance of the Sanctions

(1) The Bank and any other member of the UniCredit group may take whatever **action** it considers appropriate to meet any obligations anywhere in the world relating to the observance of Sanctions as well as to the prevention of fraud, money laundering, terrorist financing, bribery, corruption, tax evasion and the provision of financial and other services to persons who may be subject to Sanctions.

(2) The Client guarantees to the Bank throughout the entire duration of the contractual relationship: (i) that the turnover of the accounts opened with the Bank and any other funds, instruments or products obtained from the Bank or used in the relationship with the Bank will not be used for purposes prohibited by the Sanctions or any other restrictive financial or economic measures provided by the legislation in force or by the applicable compliance policy of the Bank or by the group where the Bank is affiliated, (ii) that it is not subject to Sanctions and that it is not a sanctioned person or a person who has breached any Sanctions, (iii) that any of the persons who enter into a relationship with the Bank in connection with the relationship between the Client and the Bank (guarantor,

utilizator de carduri etc.) nu este o persoană sancționată sau care a încălcat orice Sancțiune(iv) toate informațiile furnizate la momentul deschiderii contului și pe parcursul relației cu Banca sunt reale, corecte și complete..

În plus, Clientul nu va folosi direct sau indirect orice credit acordat/ce va fi acordat de Banca și nu va finanța, contribui cu și nu va face disponibil în niciun fel un astfel de credit niciunei subsidiare, partener în cadrul unui joint venture sau oricărei alte persoane pentru a (i) finanța orice activitate ori afacere în legătură cu orice persoană, ori în orice țară sau teritoriu care, la data unei asemenea finanțări este o Persoană Sancționată sau o Țară Sancționată, (ii) sau în orice altă modalitate care ar rezulta în încălcarea Sancțiunilor de orice persoană.

(3) În scopul prevederilor acestei secțiuni, termenul „acțiune” poate include, fără a se limita la, investigarea și interceptarea plăților efectuate în și din contul Clientului, sau pe seama acestuia, și în particular a plăților internaționale, și investigarea sursei fondurilor sau beneficiarului acestora, efectuarea de investigații în scopul determinării dacă o persoană sau o operațiune este supusă Sancțiunilor..

(4) Desfasurarea acestor acțiuni de către Banca în dreptatea Banca să decidă în mod unilateral: refuzarea de a efectua operațiuni de plată, suspendarea/blocarea unor operațiuni/Instrumente de plată, închiderea unui/ unora sau tuturor conturilor Clientului, întârzierea sau oprirea executării instrucțiunilor de plată sau a încasării sumelor/decontării tranzacțiilor, blocarea facilităților de orice fel acordate Clientului și a oricăror alte instrumente (financiare ori de plată) și/sau, după caz, rezilierea acestui Contract/terminarea relației de afaceri, precum și a oricăror alte contracte specifice încheiate între Banca și Client și/sau denunțarea oricăror angajamente asumate față de terți la cererea Clientului/pentru Client .

(5) Clientul va pune imediat la dispoziția Băncii toate documentele, informațiile și mijloacele de identificare pe care le solicită (astfel cum acestea sunt determinate la apreciere a Băncii), și în modalitatea și forma determinate de către Banca, precum dar fără a se limita la:

(a) schimbări cu privire la informațiile și statutul împuternicitorilor și reprezentanților legali sau confirmarea scrisă referitoare la neintervenirea unor schimbări cu privire la informațiile și statutul acestor persoane;

(b) informații cu privire la noii împuterniciți și/sau reprezentanți legali (care pot include identificarea personală a acestor persoane);

(c) actualizarea informațiilor cu privire la Client, conducerea acestuia, poziția financiară, beneficiarii reali și grupul de entități din care face parte, dacă este relevant; și

(d) informații în avans cu privire la orice terț care va fi beneficiar al plăților.

co-borrower, Client's attorney, card user, etc.) is not a sanctioned person or has violated any Sanction, (iv) all information provided at the time of opening the account and during the relationship with the Bank is real, correct and complete.

Moreover, the Client will not, directly or indirectly, use the proceeds of any loans/facilities (to be) granted by the Banks, nor lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or any other person, (i) to fund any prohibited activities or business of or with any person, or in any country or territory, that, at the time of such funding, is, a Sanctioned Person or Sanctioned Country, (ii) or in any other manner, that would result in a violation of Sanctions by any person.

(3) For the purposes of this section, the term "action" may include, but is not limited to, investigating and intercepting payments into and out of the Client's Account, or on its behalf, particularly international payments, and investigating the source of funds or intended recipient, making enquiries to establish whether a person or an operation is subject to Sanctions.

(4) Carrying out these activities entitles the Bank to unilaterally decide to: refusal to carry out payment operations, suspension/blocking of some operations/Payment Instruments, closing one/some or all of the Client's accounts, delay or stop the processing of payment orders or the receipt of cleared funds, blocking any kind of facility granted by the Bank to the Client and any kind of instruments (financial or payment instruments) and/or, if case may be, termination of this Agreement/of the business relationship, as well as other specific agreements entered into by the Bank and the Client and/or termination of any commitment undertaken by the Bank towards third parties at the Client request/for the Client.

(5) The Client shall immediately provide to the Bank all documents, information and means of identification it requests (as determined at the Bank's discretion), and in the manner and form determined by the Bank, such as but not limited to:

(a) changes to the information or status of existing Authorised Users and Legal Representatives or written confirmation that no changes have been made to such persons;

(b) information regarding new Authorised Users and/or Legal Representatives (which may entail personal identification of such persons);

(c) updated information regarding the Client, its management, financial position, beneficial owners and group of companies if relevant; and

(d) information in advance regarding any third party beneficiaries to whom payments are to be made.

VIII. Incetarea relatiilor de afaceri**Art.39 Relatiile de afaceri dintre Banca si Client inceteaza prin:**

(a) *acordul partilor, la data si in conditiile convenite;*

(b) *denuntarea unilaterală, urmatoarele prevederi devenind aplicabile:*

(1) Clientul poate denunta unilateral prezentele CGA oricand, mai putin in situatia in care asupra sumelor existente in conturile Clientului au fost instituite masuri de indisponibilizare din partea organelor/ autoritatilor competente conform legii, sub conditia primirii de catre Banca, cu 30 de zile inainte de incetare, a unei notificari scrise de denuntare.

(2) Banca poate denunta unilateral CGA si/sau contractul-cadru incheiat/e cu Clientul in conditiile si termenii notificati.

(c) *rezilierea pentru neindeplinirea de catre o parte a obligatiilor sale, care determina imposibilitatea executarii CGA si/sau a contractului-cadru pentru cealalta parte; urmatoarele situatii indreptatesc Banca sa inceteze deodata relatiile cu Clientul, in totalitate sau pentru o anumita operatiune, fara notificare sau alta formalitate prealabila:*

i) *dupa deschiderea unui cont, semnarea Contractului specific sau a Contractului-cadru, dupa caz, apar probleme legate de verificarea identitatii beneficiarului si/sau de provenienta fondurilor, care nu pot fi solutionate;*

ii) *Clientul ajunge in una dintre situatiile de neindeplinire a obligatiilor fata de Banca sau declaratiile ori angajamentele Clientului se dovedesc ne-adevarate sau incorecte sau incomplete sau lipsite de eficacitate ori daca Clientul a incalcat legislatia in vigoare;*

iii) *daca exista suspiciuni ale Bancii ca tranzactiile efectuate/ in curs/ ordonate de Client au ca scop spalarea de bani si/sau finantarea actelor de terorism sau daca actiunea sau inactiunea Clientului sau a beneficiarului real al Clientului, direct sau indirect, ar putea contribui la incalcarea de catre Banca sau de catre Client a legislatiei si reglementarilor prin care sunt stabilite Sanctiuni;*

iv) *in orice alte situatii impuse de dispozitii legislative/ decizii ale unor autoritati competente;*

v) *in situatiile prevazute la art. 2(8) din prezentul Contract;*

(d) *Banca poate denunta relatiile de afaceri cu Clientul si in urmatoarele situatii:*

i) *situatia financiara a Clientului se deterioreaza substantial sau este in mod serios amenintata;*

ii) *Clientul nu se supune cererii de a furniza garantii suplimentare sau de a majora valoarea garantiilor oferite.*

e) *La initiativa bancii, fara notificare sau alta formalitate*

VIII. Termination of the business relations**Art.39 The business relations between the Bank and the Client shall end by:**

(a) *agreement of the parties, on the date, and under the conditions as agreed upon;*

(b) *unilateral cancellation, in which case the following provisions shall become applicable:*

(1) *The Client may unilaterally terminate the present GBC at any time, except for the case where action has been taken in relation to the existing amounts in the accounts of the Client for blocking by the competent bodies/ authorities according to the law, provided that the Bank received, 30 days before the termination, a written termination notification.*

(2) *The Bank may unilaterally terminate the GBC and/or the framework agreement concluded with the Client under the notified terms and conditions.*

(c) *termination by reason of failure by one of the parties to fulfil its obligations, which determines the impossibility for the other party to perform under the GBC and/or the framework agreement; the following circumstances shall entitle the Bank to immediately terminate the relations with the Client, entirely or for a certain operation only, without prior notice or other formalities:*

i) *after an account was opened, a Specific Agreement or a Framework Agreement was signed, issues occur in relation to checking the identity of the beneficiary and/or the source of funds that cannot be solved;*

ii) *the Client is in default with respect to its obligations towards the Bank or the Client's declarations/commitments prove to be untrue/incorrect/inaccurate/inefficient or the Client breaches the legislation in force;*

iii) *should the Bank hold any doubts that the operations having been performed/ in progress/ ordered by the Client have for purpose money laundering and/or terrorism financing or if the action or inaction of the Client or the real beneficiary of the Client, directly or indirectly, could contribute to the Bank's or Client's breach of the laws and regulations by which Sanctions are established;*

iv) *in any other cases as imposed by legislative provisions/ decisions of competent authorities;*

v) *in the situations provided for under art. 2(8);*

(d) *the Bank may also terminate the business relations with the Client under the following circumstances:*

i) *the financial condition of the Client substantially deteriorates or is seriously threatened;*

ii) *the Client does not comply with the request to provide additional securities or to increase the value of the provided securities.*

e) *At the bank's initiative, without notification or other prior*

prealabila, in urmatoarele conditii: soldul cumulativ al tuturor conturilor este zero sau mai mic decat zero (datorita operatiunilor de administrare de cont si/sau costului cardului) si nu exista operatiuni pe conturi pe o perioada mai mare de 6 luni consecutive (cu exceptia taxelor si, comisioanelor percepute de Banca).

f) in situatiile prevazute expres in prezentul Contract-cadru sau in Contractele specifice.

Incetarea relatiilor de afaceri/ Contractelor specifice nu va afecta indeplinirea obligatiilor Clientului existente in acel moment fata de Banca.

Art.40 Inchiderea conturilor

(1) La incheierea relatiilor de afaceri, soldul oricarui cont deschis la Banca de catre Client devine imediat scadent, Clientul fiind obligat sa plateasca Bancii imediat soldul debitor, respectiv sa instruceze Banca cu privire la transferul soldului creditor (disponibil dupa achitarea tuturor obligatiilor sale fata de Banca). In caz contrar, Clientul este obligat sa furnizeze Bancii garantii acceptabile, respectiv, in cazul soldului creditor, Banca va fi eliberata de orice obligatie fata de Client. Incetarea relatiei de afaceri cu Banca, respectiv inchiderea tuturor conturilor Clientului determină in mod automat încetarea tuturor produselor/serviciilor contractate cu Banca. Totusi, contul curent nu se va închide, la solicitarea Clientului, în cazul în care (a) produsele/serviciile atașate contului nu au putut fi închise, (b) contul este poprit sau indisponibilizat conform legii, cu excepția cazurilor în care Clientul va prezenta acordul emis de organul/autoritatea competenta care a dispus instituirea măsurii și/sau sunt întrunite condițiile de închidere prevăzute de normele interne ale Băncii. La cererea expresă a Clientului, Banca va comunica în scris Clientului condițiile de închidere prevăzute de normele sale interne

(2) In situatia in care Clientul este notificat despre incetarea relatiei de afaceri/ cont cu Banca, Clientul va restitui Bancii formularele neutilizate, carnetele de cecuri/ filele CEC puse la dispozitia Clientului, precum si celelalte mijloace de comunicare si transfer de date puse la dispozitia sa de catre Banca.

(3) Dupa incetarea CGA, Banca nu va mai fi tinuta sa onoreze titluri de credit, efecte de comert, cecuri transmise spre incasare.

formality, under the following conditions: the cumulative balance of all of the account is zero or less than zero (due to account management operations and/or the card cost) and there is no operation in the accounts for a period longer than 6 months (except for charges and fees being charged by the Bank).

f) according to the express clauses within this Contract or Specific Agreements.

The termination of the business relations/ Specific Agreements shall not affect the Client's existing obligations towards the Bank.

Art.40 Account Closing

(1) Upon the termination of the business relations, the balance of any account opened with the Bank by the Client shall immediately become due and the Client shall be liable to immediately pay to the Bank the debit balance, respectively to instruct the Bank as regards the transfer of the credit balance (available after all of its obligations towards the Bank were paid). Otherwise, the Client shall be liable to provide the Bank with acceptable securities, respectively in the case of a credit balance the Bank shall be exonerated from any obligation towards the Client. The termination of the business relations/closure of all Client accounts determines automatically the termination of all products/services contracted with the Bank. However, the current account will not be closed, at the Client's request, if (a) the products/services attached to the account could not be closed, (b) the account is seized or unavailable according to the law, except in cases where the Client will present the agreement of the body that ordered the institution of the measure and/or the closing conditions provided for by the Bank's internal rules are met. At the Client's express request, the Bank will notify the Client in writing of the closing conditions provided by its internal rules.

(2) Should the Client be notified about the ending of the business relation/account with the Bank, the Client shall return to the Bank all of the unused forms, cheque books/ cheques to the Client, as well as the other means of data communication and transfer having provided by the Bank.

(3) After the termination of the GBC, the Bank shall no longer be held liable to pay credit titles, trading effects, cheques sent for collection.