

CONDITII GENERALE PENTRU DERULAREA TRANZACTIILOR CU INSTRUMENTE FINANCIARE

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INTRODUCERE

Prezentele Conditii Generale pentru Derularea Tranzactiilor cu Instrumente Financiare” reglementeaza cadrul general de furnizare de catre UniCredit Bank S.A., societate administrata in sistem dualist, cu sediul in Romania, Bucuresti, Bulevardul Expozitiei nr. 1F, inregistrata in Registrul Comertului sub nr. J1991007706408, 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.J1991007706408, capital social subscris si varsat 589.955.162,70 RON, prin unitatile sale teritoriale (denumita in continuare „**Banca**”) catre clientii sai (denumiti in continuare „**Clientii**”, si fiecare, individual „**Clientul**”) a serviciilor de investitii si a serviciilor auxiliare cu instrumente financiare, astfel cum este descris in Cap. I de mai jos, ce intra sub incidenta urmatoarelor reglementari legale:

- (i) Directiva 2014/65/UE privind pietele instrumentelor financiare si de modificare a Directivei 2002/92/CE și a Directivei 2011/61/UE („**Directiva MiFID 2**”) si toate reglementarile secundare aferente, precum si instructiunile si documentele (de tip Intrebări & Raspunsuri) aferente emise de Autoritatea Europeana pentru Valori Mobiliare si Piete (ESMA) pentru a defini cerintele minime ale Directivei MiFID 2;
- (ii) Legea nr. 126/2018 privind pietele de instrumente financiare care transpune in legislatia nationala, printre altele, Directiva MiFID 2 („**Legea nr. 126/ 2018**”); si
- (iii) Regulamentul (UE) Nr. 600/2014 privind pietele instrumentelor financiare și de modificare a Regulamentului (UE) nr. 648/2012 („**Regulamentul MiFIR**”).

Aceste prevederi legislative au drept scop, printre altele, armonizarea la nivel european a reglementarilor privind furnizarea de servicii de investitii financiare, precum si asigurarea unui inalt nivel de protectie a investitorilor si de transparenta a tranzactiilor.

Prezentul document are caracter obligatoriu si a fost intocmit cu scopul de a informa clientii si potentialii clienti in legatura cu serviciile de investitii si instrumentele financiare oferite de Banca, astfel incat acestia sa contracteze in cunostinta de cauza.

In scopul prestarii serviciilor de investitii si/sau a serviciilor auxiliare cu instrumente financiare se vor semna contracte specifice, iar aceste contracte se completeaza cu termenii si prevederile prezentelor Conditii Generale pentru Derularea Tranzactiilor cu Instrumente Financiare si cu prevederile legislatiei aplicabile.

I. SERVICII DE INVESTITII, SERVICII AUXILIARE SI INSTRUMENTE FINANCIARE

Banca presteaza urmatoarele servicii de investitii conform Legii nr. 126/2018:

1. Primirea si transmiterea de ordine privind unul sau mai multe instrumente financiare
2. Executarea ordinelor in numele clientilor
3. Tranzactionarea pe cont propriu
4. Plasarea de instrumente financiare fara angajament ferm

Banca presteaza urmatoarele servicii auxiliare conform Legii nr. 126/2018:

1. Pastrarea si administrarea instrumentelor financiare in contul clienților, inclusiv custodia si serviciile auxiliare, precum gestionarea fondurilor banesti/garantiilor si excluzand furnizarea si administrarea conturilor de titluri de valoare la nivelul cel mai înalt
2. Consultanta furnizata intreprinderilor in ceea ce priveste structura capitalului, strategia industrială si aspectele conexe; consultanta si servicii in materie de fuziuni si de achizitie de intreprinderi
3. Serviciile de schimb valutar in cazul in care aceste servicii sunt legate de furnizarea serviciilor de investitii
4. Cercetarea in domeniul investitiilor si analiza financiara sau orice alta forma de recomandare generala privind tranzactiile cu instrumente financiare

Instrumentele financiare pentru care se ofera servicii de investitii sau servicii auxiliare sunt urmatoarele:

- Valori mobiliare, inclusiv drepturi de preferinta si drepturi de alocare;
- Instrumente ale pietei monetare;
- Unitati ale organismelor de plasament colectiv, inclusiv ETF (Exchange Trade Fund);
- Contractele de optiuni, contractele swap, contractele forward referitoare la valute, rate ale dobanzii sau marfuri;
- Produse si depozite structurate.

II. CLASIFICAREA CLIENTILOR

In conformitate cu prevederile legislative de mai sus, inainte de a furniza orice activitate sau serviciu de investitii, Banca are obligatia de a clasifica Clientii in una din urmatoarele categorii:

- (i) **Client Profesional** – este clientul care are experienta, cunoștințele și competența necesare pentru a lua propriile decizii de investiții și a evalua corect riscurile implicate. Categoriile de clienti profesionali sunt cele prevazute in Anexa 2 la Legea nr. 126/2018;
- (ii) **Contraparte eligibila** – este un subgrup al categoriei de Clienti Profesionali care se refera numai la prestarea serviciilor care presupun executarea ordinelor in numele clientului si/sau sau tranzactionarea pe cont propriu si/sau primirea si transmiterea ordinelor; in ceea ce priveste alte servicii de investitii, acesti clienti vor fi clasificati ca si Clienti Profesionali; Legea nr. 126/2018 recunoaste drept contraparti eligibile firmele de investitii, institutiile de credit, societatile de asigurari, OPCVM și societatile de administrare ale acestora, fondurile de pensii si societatile de administrare a acestora, alte institutii financiare autorizate si reglementate in conformitate cu dreptul Uniunii Europene sau cu dreptul intern al unui alt stat membru, guvernele nationale si serviciile lor, inclusiv organismele publice insarcinate cu gestionarea datoriei publice la nivel national, bancile centrale si organizatiile supranationale;
- (iii) **Client MiFID Retail** – clientul care nu este profesional.

Clientii MiFID Retail beneficiaza de cel mai inalt nivel de protectie, in timp ce Contrapartile eligibile beneficiaza de o protectie minima.

Fiecare Client este informat de catre Banca despre categoria de client in care a fost clasificat conform Legii nr. 126/2018 si despre dreptul de a solicita incadrarea lui intr-o alta categorie cu respectarea conditiilor prevazute de Legea nr. 126/2018.

In masura in care sunt indeplinite cerintele legale prevazute de Legea nr. 126/2018, Clientii au dreptul sa fie reclasificati astfel:

- (i) Client Profesional, in cazul in care la prima clasificare a fost incadrat ca fiind Client MiFID Retail si indeplineste cerintele legale pentru a fi Client Profesional;
- (ii) Client MiFID Retail, in cazul in care a fost initial clasificat ca si Client Profesional;
- (iii) Contraparte eligibila, in cazul in care Clientul a fost incadrat ca fiind Client Profesional si indeplineste cerintele legale pentru a fi Contraparte eligibila; sau
- (iv) Client Profesional sau Client MiFID Retail, in cazul in care a fost initial clasificat drept Contraparte eligibila.

Clientul confirma ca fiecare tranzactie poarta un anumit risc de piata si ca este capabil sa evalueze instrumentul financiar si sa inteleaga tranzactiile (singur sau prin consultanta independenta de specialitate), si intelege si accepta termenii, conditiile si riscul aferent acestora, prezentate in prealabil de catre Banca in concordanta cu nivelul de protectie de care beneficiaza Clientul conform categoriei din care face parte. De asemenea, Clientul are capacitatea sa isi asume si isi asuma riscurile tranzactiei beneficiind de nivelul corespunzator de protectie a investitorului si de transparenta a tranzactiilor.

III. GUVERNANTA PRODUSELOR

In vederea reducerii potentialelor conflicte de interese si a riscurilor de vanzare necorespunzatoare, Banca implementeaza cerintele de guvernanta a produselor introduse de Directiva MiFID 2 si Ghidul ESMA MiFID 2 privind cerinte pentru guvernanta produselor referitoare la crearea si distributia de instrumente financiare.

Astfel, pentru fiecare dintre instrumentele financiare create si/sau distribuite de catre Banca catre Clienti, Banca va identifica o "piata tinta", atat pozitiva, cat si negativa. Banca va vinde/ distribui instrumentele financiare doar daca Clientul se incadreaza in piata tinta pozitiva a respectivului produs. In scopul efectuării unui incadrari adecvate, Banca va solicita Clientilor informatii suplimentare pentru a putea verifica compatibilitatea produsului cu situatia, obiectivele si nevoile Clientului.

Intrucat piata tinta negativa reprezinta o indicare explicita a acelor Clienti cu ale caror nevoi, caracteristici si obiective nu este compatibil produsul si carora produsul nu ar trebui distribuit, Banca va refuza executarea tranzactiei aferente.

IV. INFORMATII DESPRE CLIENTI. EVALUAREA OPORTUNITATII

Atunci cand furnizeaza servicii de investitii, Banca va obtine de la Client sau de la potentialul Client informatii referitoare la cunostintele si experienta sa in domeniul investitiilor, relevante pentru tipul de instrument sau serviciu de investitii sau serviciu auxiliar.

Evaluarea oportunitatii consta in confirmarea, in baza informatiilor furnizate de Client, ca acesta are nivelul de experienta si cunostintele necesare pentru a intelege riscurile implicate de instrumentul financiar sau de serviciul de investitii respectiv.

Banca are dreptul de a presupune ca un Client Profesional are experienta si cunostintele necesare pentru a intelege riscurile implicate de un anumit serviciu sau tranzactie de investitii sau tipuri de tranzactii sau produse pentru care Clientul este clasificat ca fiind Client Profesional.

Banca va avertiza Clientul atunci cand, in baza informatiilor obtinute de la acesta si a evaluarii oportunitatii, estimeaza ca produsul sau serviciul solicitat nu este adecvat. In cazul in care Clientul persoana fizica transmite un ordin privind un instrument financiar aferent pentru care Clientul nu detine nivelul de cunostinte si experienta necesare pentru intelegerea riscurilor, asa cum reiese din chestionarul MiFID, Banca il va informa despre aceasta. In conditiile in care, ulterior informarii de catre Banca, Clientul isi mentine ordinul, Banca va executa ordinul, iar activitatea tranzactionala se va realiza exclusiv pe responsabilitatea Clientului.

V. FURNIZAREA DE INFORMATII EX ANTE SI EX POST

Banca furnizeaza Clientilor informatii corespunzatoare cu privire la caracteristicile instrumentului financiar si a serviciului de investitii, la riscurile si costurile aferente acestora, astfel incat sa le permita Clientilor sa ia decizii de investitii in cunostinta de cauza.

In ceea ce priveste informarea *ex ante* si *ex post* catre Clienti cu privire la costuri si cheltuieli, Banca va agrega urmatoarele:

- (i) toate costurile si cheltuielile aferente percepute de Banca sau de catre terti in cazul in care Clientul a fost directionat catre acei terti, aferente serviciului (serviciilor) de investitii si/sau serviciile auxiliare furnizate Clientului; si
- (ii) toate costurile si cheltuielile aferente legate de producerea si administrarea instrumentelor financiare.

Atunci cand furnizeaza servicii de investitii, Banca va furniza Clientilor, in cadrul informarilor *ex ante* si al celor *ex post*, un exemplu care demonstreaza efectul cumulat al costurilor asupra randamentului. In cazul in care orice parte din costurile si cheltuielile totale trebuie platita intr-o moneda straina sau reprezinta o suma exprimata in moneda straina, Banca va indica moneda utilizata si cursul de schimb aplicabil, precum si cheltuielile aferente conversiei.

Toate costurile si cheltuielile, inclusiv cele de natura fiscala, vor fi reflectate in raportul transmis catre Client conform prevederilor legale.

(i) Informari *ex ante* cu privire la costuri

Obligatia Bancii de a furniza in timp util o informatie completa *ex ante* privind costurile si cheltuielile agregate aferente instrumentului financiar si investitiei sau serviciului auxiliar furnizat se aplica in situatia comercializarii de instrumente financiare catre Clienti sau in cazul in care Banca este obligata sa ofere clientilor un KIID (conform reglementarilor aplicabile UCITS) sau un KID (conform PRIIPs) in legatura cu instrumentele financiare respective.

In cazurile in care Banca nu comercializeaza un instrument financiar sau nu are obligatia sa furnizeze clientului un KID/KIID, Banca este totusi obligata sa furnizeze Clientului informatii *ex ante* cu privire la toate costurile si cheltuielile aferente serviciului de investitii si/sau serviciului auxiliar furnizat.

Informatiile *ex ante* privind costurile legate de instrumentul financiar sau de serviciile de investitii si/sau serviciile auxiliare pot fi furnizate pe baza unei valori ipotetice a investitiei. Cu toate acestea, costurile si cheltuielile comunicate ar trebui sa reprezinte costurile pe care Clientul le-ar suporta efectiv pe baza respectivei valori ipotetice a investitiei. In cazul in care costurile efective nu sunt disponibile este necesara realizarea unor estimari rezonabile.

Banca prezinta pe pagina [www.unicredit.ro](https://www.unicredit.ro/ro/investitii-financiare/documente-utile.html) in sectiunea <https://www.unicredit.ro/ro/investitii-financiare/documente-utile.html>, informarea precontractuala privind costurile si cheltuielile - informatii complete asupra costurilor si a cheltuielilor *ex ante* privind tranzactiile cu instrumentele financiare tranzactionate pe piata de capital. In cazul instrumentelor financiare tranzactionate OTC in afara pietelor reglementate, informarea *ex ante* se pune la dispozitia Clientului anterior executarii tranzactiei respective.

(ii) Informari *ex post* cu privire la costuri

In cazul informarii *ex post*, informatiile privind costurile si cheltuielile vor reflecta valoarea reala a tranzactiei Clientului in momentul in care au fost elaborate informatiile comunicate.

Banca furnizeaza informatii *ex post* anuale cu privire la toate costurile si cheltuielile aferente atat tranzactiilor incheiate, cat si serviciilor de investitii si serviciilor auxiliare prestate, in cazul in care aceasta a comercializat instrumentul financiar sau in cazul in care a furnizat Clientului documentul cu informatii-cheie si documentul cu informatii-cheie destinate investitorilor in legatura cu instrumentul financiar respectiv si in cazul in care are sau a

avut o relatie permanenta cu Clientul respectiv in cursul anului. Aceste informatii se bazeaza pe costurile suportate si sunt furnizate in mod personalizat.

VI. RAPOARTE SI PASTRAREA INREGISTRARILOR

Banca va furniza Clientilor raportari in legatura cu serviciile furnizate acestora, in conformitate cu prevederile legale.

Clientii care detin in portofolii instrumente financiare cu efect de levier, in cazul in care valoarea initiala a fiecarui instrument se depreciaza cu 10% si apoi cu multiplu a 10%, vor primi rapoarte pana la sfarsitul zilei lucratoare in care este depasit pragul sau, in cazul in care pragul este depasit intr-o zi nelucratoare, la incheierea urmatoarei zile lucratoare.

De asemenea, Banca va inregistra orice conversatie telefonica sau comunicare electronica, precum si conversatiile fata in fata avute cu Clientii, care au legatura cu tranzactiile sau cele purtate cu intentia sa aiba ca rezultat tranzactii.

VII. STIMULENTELE

Stimulentele reprezinta tarife, comisioane sau orice alte beneficii monetare sau nemonetare in legatura cu furnizarea de servicii de investitii si de servicii auxiliare. Exista cerinte pe care stimulentele trebuie sa le indeplineasca pentru a fi considerate legitime si deci permis a fi primite sau platite de catre Banca atunci cand furnizeaza servicii de investitii.

In ceea ce priveste furnizarea de servicii/activitati de investitii, Banca poate primi sau plati taxe, comisioane, sau alte beneficii nemonetare de la sau catre terte parti, altele decat Clientul, cu conditia sa respecte urmatoarele:

- (i) stimulentele (monetare sau nu) sunt justificate prin furnizarea de servicii suplimentare sau de grad inalt catre Clientul respectiv;
- (ii) stimulentele nu beneficiaza in mod direct firmei destinatare, actionarilor acesteia, angajatilor fara a avea avantaje tangibile pentru Clientul respectiv;
- (iii) in cazul in care stimulentele sunt acordate pe baza continua acestea sunt justificate prin furnizarea unui serviciu suplimentar prestat in mod continuu catre Client.

Banca va transmite Clientului in timp util inainte de furnizarea serviciului sau a activitatii de investitii, o informare referitoare la stimulentele primite sau platite de la sau catre terte parti, in ceea ce priveste furnizarea de servicii si activitati de investitii. De asemenea, Banca va furniza Clientilor, cel putin o data pe an, un raport care sa indice valoarea totala a stimulentelor platite sau primite.

VIII. REGULI APLICABILE RAPORTURILOR CU "CONTRAPARTILE ELIGIBILE"/ "CLIENTI PROFESIONALI"

Clientii care sunt clasificati "contraparti eligibile" sunt exceptati de la majoritatea cerintelor de protectie a investitorului prevazute de Directiva MiFID 2. Contraparti eligibile sunt tratate drept contraparti ale Bancii si nu drept clienti si se bucura de cel mai scazut nivel de protectie prin lege. Cu titlu exemplificativ, mentionam faptul ca in relatia cu contraparti eligibile Banca nu are obligatia de "cea mai buna executie - best execution" in executarea ordinelor, aceste institutii avand toate cunostintele, expertiza si experienta necesare in luarea deciziei de tranzactionare si nici nu are obligatia furnizarii de informatii cu privire la orice comisioane sau taxe pe care le platesc sau primesc sau de a pune la dispozitie rapoarte privind executarea ordinelor. De asemenea, nu intra in responsabilitatea Bancii obligatiile de a efectua teste de oportunitate, de a furniza informatii privind Banca si serviciile acesteia, stimulentele primite de catre Banca pentru furnizarea de produse si servicii sau riscurile asociate acestor produse si servicii.

Cu privire la Clientii Profesionalii, fara a aduce atingere obligatiilor stabilite la articolul 24 alineatul (4) din Directiva MiFID2, firmele de investitii care furnizeaza servicii de investitii Clientilor Profesionalii au dreptul de a conveni cu acestia asupra unei aplicari limitate a cerintelor de informare privind costurile si cheltuielile aferente, cu exceptia cazului in care, printre altele, instrumentele financiare in cauza contin un instrument financiar derivat.

IX. INSTRUCIUNILE DE VANZARE/CUMPARARE PENTRU INSTRUMENTE FINANCIARE

- (1) Banca executa instructiuni de cumparare sau de vanzare de instrumente financiare cotate sau tranzactionate pe pietele oficiale in conformitate cu legislatia in vigoare.
- (2) Banca are dreptul de a nu executa instructiunile, total sau partial, sau poate anula executarea instructiunilor in cazul in care contul curent al Clientului nu prezinta un sold suficient.
- (3) Banca nu poate sa se implice in finantarea tranzactiilor cu instrumente financiare cu privire la instrumente financiare detinute in numele unui Client sau sa foloseasca intr-un alt mod aceste instrumente financiare pentru contul propriu sau pentru contul altui Client al Bancii, cu exceptia situatiei in care sunt indeplinite conditiile prevazute de legislatia aplicabila in vigoare.
- (4) Obiectiile cu privire la avizarea executarii tranzactiilor cu instrumente financiare trebuie depuse imediat, utilizandu-se cele mai rapide mijloace, dar nu mai tarziu de 24 de ore de la primirea confirmarii executarii tranzactiei.

X. CUSTODIA INSTRUMENTELOR FINANCIARE. CONDITII DE PASTRARE IN CUSTODIE

- (1) La cererea Clientului, Banca pastreaza in siguranta instrumentele financiare apartinand Clientului sau, pe care le detine in custodie, conform legislatiei in vigoare.
- (2) Banca nu va face uz de niciunul din instrumentele financiare pe care le detine in custodie sau de drepturile ce decurg din acestea si nu va transfera aceste instrumente financiare fara acordul expres al Clientului.
- (3) Banca va returna Clientului in conditiile legii, la solicitarea acestuia, instrumentele financiare incredintate.
- (4) Banca are dreptul de a pastra in custodie instrumente financiare apartinand Clientilor sai, in conturi separate, deschise pe numele fiecarui Client.
- (5) Banca raspunde, conform normelor Autoritatii de Supraveghere Financiara, de pastrarea in siguranta a instrumentelor financiare incredintate Bancii.
- (6) Deschiderea conturilor de custodie se face conform procedurii interne si a reglementarilor legale in vigoare cu conditia respectarii de catre Client a regulilor stabilite de catre Banca pentru deschiderea acestor conturi, in baza documentelor solicitate de catre Banca si puse la dispozitia acestuia in momentul solicitarii deschiderii de cont.
- (7) Banca este autorizata sa inregistreze instrumentele financiare detinute de Client pe numele acestuia sau pe numele Bancii.
- (8) Nici Clientul si nici o alta persoana nu poate ridica pretentii impotriva terrei persoane (sub-custode) care detine instrumentele financiare in custodie, astfel de pretentii putand fi ridicate numai de Banca, care a incredintat instrumentele financiare terrei persoane (sub-custode) pentru pastrare in siguranta.

XI. REGULI PRIVIND EXECUTAREA SI ADMINISTRAREA INSTRUCIUNILOR CLIENTILOR

- (1) In cazul in care executa instructiunile Clientului, Banca trebuie sa ia toate masurile necesare pentru obtinerea celor mai bune rezultate posibile pentru Clientul sau.
- (2) In situatia in care Clientul transmite o instructiune specifica, Banca are obligatia executarii tranzactiei conform acelei instructiuni.
- (3) Banca va furniza Clientului sau informatii adecvate cu privire la politica de executare a tranzactiilor si va oferi Clientului un exemplar al politicii de executare a tranzactiilor.
- (4) In cazul instructiunilor transmise telefonic, Banca va asigura inregistrarea acestora in conformitate cu prevederile legale.
- (5) Banca va comunica imediat Clientului refuzul de a executa o instructiune impreuna cu justificarea refuzului.
- (6) Banca nu va abuza de informatiile referitoare la instructiunile in asteptare ale Clientului, si va lua toate masurile necesare pentru a preveni folosirea abuziva a acestor informatii de catre orice persoana relevanta a Bancii.

XII. FURNIZAREA INFORMATIILOR PRINTR-UN SUPTOR DURABIL

Prezentele Conditii Generale pentru Derularea Tranzactiilor cu Instrumente Financiare sunt incheiate in limba romana. In cazul in care Banca propune, iar Clientul accepta si o versiune in alta limba, in caz de dispute sau neconcordante intre versiunea in limba romana si cea in limba straina, versiunea in limba romana va prevala. In orice caz, orice comunicare intre Banca si Client pe durata relatiei contractuale se desfasoara in limba romana.

In conformitate cu Regulamentul delegat (UE) 2017/565 de completare a Directivei MiFID 2, Clientul confirma ca este de acord în mod expres cu furnizarea de catre Banca a urmatoarelor informatii care nu se adresează personal Clientului, prin intermediul site-ului web:

- (i) informații privind Banca și serviciile oferite de aceasta clienților;
- (ii) informații privind instrumentele financiare;
- (iii) informații privind protejarea instrumentelor financiare sau a fondurilor clienților;
- (iv) informații privind costurile și cheltuielile aferente;
- (v) detalii privind politica lor de executare.

XIII. IMPOZITE SI OBLIGATII FISCALE ASOCIATE ACTIVITATII DE TRANZACTIONARE

(1) Clientii persoane fizice

Conform art. 96¹ din Legea 227/2015 privind Codul Fiscal ("Codul Fiscal"), Banca are urmatoarele obligatii:

- a) calcularea castigului/pierderii pentru fiecare transfer/operatiune efectuat/efectuata pentru clientii persoane fizice;
- b) calcularea, retinerea la sursa, declararea si plata impozitului pe venit, conform art. 97 alin. (81) - (85);
- c) transmiterea catre fiecare client persoana fizica a informatiilor privind totalul castigurilor/pierderilor si a impozitului calculat si retinut la sursa, in forma scrisa sau prin mijloace electronice, pentru tranzactiile efectuate in cursul anului fiscal, pana in ultima zi a lunii februarie inclusiv a anului curent pentru anul anterior;
- d) depunerea, anual, a declaratiei prevazute la art. 132 alin. (2).

Totodata, conform Codului Fiscal, anual, contribuabilii persoane fizice au obligatia declararii castigului net anual/pierderii nete anuale in vederea calcularii contributiilor sociale datorate in conditiile stabilite de legislatia in vigoare. In ceea ce priveste plata impozitului pe venit, intermediarul are obligatia calcularii si retinerii acestui impozit in cazul contribuabililor persoane fizice.

Declaratia anuala privind venitul realizat se completeaza si se depune de catre contribuabil la organul fiscal competent pana la data stabilita prin reglementarile in vigoare.

(2) Clientii persoane juridice

Castigurile obtinute de persoanele juridice romane din transferul titlurilor de valoare fac parte din venitul impozabil al acestora, iar impozitul este calculat de catre persoana juridica romana in conformitate cu prevederile Codului Fiscal.

(3) Clientii nerezidenti

Clientii nerezidenti trebuie sa informeze Banca asupra tarii in care au stabilita rezidenta fiscala.

Tratamentul fiscal privind castigurile obtinute de catre persoanele nerezidente se va stabili conform dispozitiilor Codului Fiscal si a Tratatului de Evitare a Dublei Impuneri din tara de origine a fiecarei persoane nerezidente.

Potrivit art. 230 alin. (5) din Codul Fiscal, Banca are urmatoarele obligatii pentru clientii persoane fizice nerezidente care obtin venituri din transferul titlurilor de valoare emise de rezidenti romani prin intermediul Bancii:

- a) sa solicite organului fiscal din Romania codul de identificare fiscala pentru persoana nerezidenta care nu detine acest numar;
- b) sa pastreze originalul sau copia legalizata a certificatului de rezidenta fiscala sau un alt document eliberat de catre o alta autoritate decat cea fiscala, care are atributii in domeniul certificarii rezidentei conform legislatiei interne a acelui stat, insotit/insotita de o traducere autorizata in limba romana;
- c) sa calculeze castigul/pierderea la fiecare transfer/operatiune efectuat/efectuata pentru contribuabilul persoana fizica nerezidenta;
- d) sa calculeze, sa retina la sursa, sa declare si sa plateasca impozitul pe venit, conform art. 97 alin. (81) - (85), pentru persoana fizica nerezidenta care nu face dovada rezidentei intr-un stat cu care Romania are incheiata conventie de evitare a dublei impuneri;
- e) sa transmita catre fiecare contribuabil persoana fizica nerezidenta informatiile privind totalul castigurilor/pierderilor si impozitul calculat si retinut la sursa, in forma scrisa sau prin mijloace electronice, pentru tranzactiile efectuate in cursul anului fiscal, pana in ultima zi a lunii februarie inclusiv a anului curent pentru anul anterior;
- f) sa depuna anual declaratia prevazuta la art. 132 alin. (2) [...].

Conform Codului de Procedura Fiscala, contribuabilii persoane fizice nerezidente au obligatia inregistrarii fiscale. Investitorii nerezidenti pot sa-si desemneze un reprezentant fiscal.

Totodata, potrivit art. 38 din Codul Fiscal, persoanele juridice straine au obligatia de a plati impozit pe profit pentru rezultatul fiscal aferent vanzarii-cesionarii titlurilor de participare detinute la o persoana juridica romana, daca nu sunt indeplinite conditiile de detinere stabilite de Codul Fiscal in urmatoarele cazuri:

1. nu se face dovada rezidentei intr-un stat cu care Romania are incheiata conventie de evitare a dublei impuneri;
2. intre Romania si statul de rezidenta al persoanei juridice straine care instraineaza titlurile de participare nu este incheiata conventie de evitare a dublei impuneri;
3. dreptul de impozitare revine Romaniei, in conditiile aplicarii prevederilor conventiilor de evitare a dublei impuneri;

In acest caz, persoana juridica straina care obtine veniturile mentionate are obligatia de a declara si plati impozit pe profit, potrivit art. 41 si 42 din Codul Fiscal.

(4) Alte considerente

Tratamentul fiscal aplicabil este cel in vigoare la momentul tranzactionarii.

Fiecare client raspunde de impozitarea corecta a investitiei sale si de orice aspecte legate de fiscalitate si taxe. Pentru stabilirea si plata impozitului pe castigul realizat de persoanele fizice/juridice din transferul titlurilor de valoare si din orice alte operatiuni cu instrumente financiare, se aplica legislatia fiscala in vigoare.

Banca nu ofera servicii de consultanta fiscala si nu isi asuma responsabilitatea consilierii fiscale a Clientului. In masura in care considera oportun, Clientul va solicita consultanta fiscala de la persoane autorizate in acest sens pentru a se asigura ca isi indeplineste toate obligatiile fiscale.

XIV. APLICAREA CONDITIILOR GENERALE PENTRU DERULAREA TRANZACTIILOR CU INSTRUMENTE FINANCIARE

- (1) In conditiile in care Clientul solicita Bancii sa presteze servicii de investitii ori servicii auxiliare cu instrumente financiare, acesta va accepta Conditiiile Generale pentru Derularea Tranzactiilor cu Instrumente Financiare, precum si Conditiiile Generale de Utilizare/ Conditiiile Generale de Afaceri ale Bancii (dupa caz) in vederea derularii operatiunilor de transferuri/numerar aferente tranzactiilor cu instrumente financiare.
- (2) Banca nu va intra în niciun raport contractual cu Clientul decât dacă acesta din urmă a acceptat prezentele Conditii Generale pentru Derularea Tranzactiilor cu Instrumente Financiare.

- (3) Clientul este obligat ca la data primirii Condițiilor Generale pentru Derularea Tranzacțiilor cu Instrumente Financiare, sa prezinte Bancii situatia sa reala precum si orice documente si informatii cerute de Banca.
- (4) Prezentele Conditii Generale pentru Derularea Tranzacțiilor cu Instrumente Financiare se completeaza cu (i) prevederile Condițiilor Generale de Utilizare sau Condițiilor Generale de Afaceri ale Bancii, dupa caz, (ii) contractele incheiate intre Client si Banca pentru prestarea serviciilor de investitii sau serviciilor auxiliare, precum si (iii) prevederile legale aplicabile si regulile si uzantele internationale.
- (5) In cazul unui conflict intre anumite prevederi din aceste Conditii Generale pentru Derularea Tranzacțiilor cu Instrumente Financiare si conditiile din contractele incheiate intre Client si Banca pentru prestarea serviciilor de investitii sau serviciilor auxiliare vor prevala respectivele prevederi din contractele specifice.
- (6) In cazul unui conflict intre anumite prevederi din aceste Conditii Generale pentru Derularea Tranzacțiilor cu Instrumente Financiare si prevederile din Condițiile Generale de Utilizare/ Condițiile Generale de Afaceri ale Bancii, dupa caz, vor prevala respectivele prevederi din Condițiile Generale pentru Derularea Tranzacțiilor cu Instrumente Financiare.

XV. GESTIONAREA RECLAMAȚIILOR

Banca a stabilit și aplică proceduri pentru investigarea adecvată și imediată a reclamațiilor (petițiilor) formulate de Clienții existenți sau potențiali pentru soluționarea litigiilor care pot apărea în urma furnizării de servicii de investiții financiare și de servicii auxiliare.

În acest scop, Banca are înființată structura internă pentru gestionarea reclamațiilor, după a căror examinare, punctele de vedere și acțiunile relevante sunt comunicate Clienților în termenul legal stabilit. Transmiterea eventualelor reclamații se poate face la sediul societății, prin e-mail la adresa infocenter@unicredit.ro.

Mai multe informații despre procedura de soluționare a reclamațiilor găsiți pe pagina de internet: <https://www.unicredit.ro/content/dam/cee2020-pws-ro/DocumentePDF/PI-Conditii-generale-de-utilizare/informatii-proces-reclamatii.pdf>

XVI. MODIFICARI

- (1) Condițiile Generale pentru Derularea Tranzacțiilor cu Instrumente Financiare sunt revizuite și actualizate periodic, în funcție de schimbările intervenite în cadrul Bancii, de modificările legislative sau de reglementare.
- (2) Orice modificări ale prezentelor Conditii Generale pentru Derularea Tranzacțiilor cu Instrumente Financiare vor fi notificate Clientului în scris sau prin orice mijloace de comunicare agreate cu Clientul sau afișate la sediile unităților teritoriale ale Băncii sau publicate pe pagina de internet a Băncii și vor deveni opozabile Clienților de la data notificării/afișării/publicării, după caz.

XVII. PROTECTIA DATELOR CU CARACTER PERSONAL („DATE PERSONALE”)

Datele personale ale clienților persoane fizice și cele ale reprezentanților clienților persoane juridice se vor prelucra în condițiile Regulamentului (UE) 2016/679 privind protecția persoanelor fizice în ceea ce privește prelucrarea datelor cu caracter personal și privind libera circulație a acestor date și de abrogare a Directivei 95/46/CE („Regulamentul”), în scopul executării contractului, al îndeplinirii obligațiilor legale, precum și în scopuri legitime (ex. prevenirea fraudei, realizarea raportărilor interne, aplicarea măsurilor de analiză a clienței conform legislației aplicabile etc.).

Banca și clientul persoana juridică asigură standardele de securitate cu privire la prelucrarea Datelor personale conform art. 32 din Regulament, prin luarea și aplicarea tuturor măsurilor tehnice și operaționale adecvate în vederea protejării Datelor personale împotriva oricărui distrugerii accidentale sau ilegale, pierderi, modificări, dezvăluiri sau acces neautorizat și împotriva procesării ilegale.

Banca și clienții persoane juridice au obligația de a-și informa direct, conform art. 12 și 13 din Regulament, reprezentanții/ salariații imputerniciți în relația cu cealaltă parte cu privire la prelucrarea Datelor lor personale de către aceasta din urmă, pentru scopurile menționate anterior.

Clientul persoana fizică a fost informat cu privire la prelucrarea Datelor sale personale de către Banca (inclusiv la drepturile din Regulament și modalitatea de exercitarea), prin Nota de informare specifică.

XVIII. INFORMATII GENERALE PRIVIND BANCA

Banca detine toate autorizatiile necesare pentru desfasurarea activitatilor si serviciilor de investitii pe care le ofera Clientilor. Banca este o institutie de credit inregistrata in Registrul Bancar sub nr. RB-PJR-40-011/18.02.1999 si este inregistrata in Registrul instrumentelor și investițiilor financiare al Autoritatii de Supraveghere Financiara sub nr. PJR01INCR/400010.

Detalii de contact:

Adresa: Bulevardul Expozitiei nr.1F, Sector 1, Cod Postal 012101, Bucuresti

Tel: +40 21 200 2020 (apel tarif normal in reseaua fixa Telekom Romania)

*2020 (apel tarif normal in retelele mobile Orange, RCS&RDS, Telekom Romania, Vodafone)

Email: infocenter@unicredit.ro;

Website: www.unicredit.ro;

Autoritatile de supraveghere ale Bancii:

Banca Nationala a Romaniei (BNR), cu sediul central in Romania, Bucuresti, strada Lipscani nr.25, sector 3, cod postal 030031; Telefon: 021 313 04 10, 021 315 27 50; Fax: 021 312 38 31; si

Autoritatea de Supraveghere Financiara, cu sediul in Splaiul Independentei, nr.15, Bucuresti, fax 021.659.60.51 sau 021.659.64.36, e-mail: office@asfromania.ro. Tel Verde: 0800.825.627/ 004 021.305.3470.

Nota: In cazul unor neconcordante intre versiuni, versiunea in limba romana va prevala versiunii in limba engleza.

GENERAL CONDITIONS FOR CARRYING OUT TRANSACTIONS WITH FINANCIAL INSTRUMENTS

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INTRODUCTION

These "General Conditions for Carrying out Transactions with Financial Instruments" govern the general framework of the provision by UniCredit Bank S.A., a company managed in a dual tier system, with headquarters in Romania, Bucharest, Expozitiei Boulevard no. 1F, registered in the Trade Register under no. J1991007706408, in the Banking Register under no. RB-PJR-40-011/18.02.1999, unique registration code 361536, fiscal attribute RO, Unique European Identifier (EUID) ROONRC. J1991007706408, subscribed and paid-up share capital RON 589,955,162.70, through its territorial units (hereinafter referred to as the "**Bank**") to its clients (hereinafter referred to as the "**Clients**", and each, individually "**the Client**") of investment services and ancillary services with financial instruments, as described in Cap. I below, which fall under the following legal regulations:

- (i) Directive 2014/65/EU on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU ("**MiFID 2 Directive**") and all related secondary regulations, as well as the related instructions and documents (Q&A type) issued by the European Securities and Markets Authority (ESMA) to define the minimum requirements of the MiFID 2 Directive;
- (ii) Law no. 126/2018 on markets in financial instruments which transposes into national law, inter alia, the MiFID 2 Directive ("**Law no. 126/ 2018**"); And
- (iii) Regulation (EU) No 600/2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 (the "**MiFIR Regulation**").

These legislative provisions aim, among other things, to harmonize at European level the regulations on the provision of financial investment services, as well as to ensure a high level of investor protection and transparency of transactions.

This document is mandatory and has been prepared in order to inform Clients and potential Clients about the investment services and financial instruments offered by the Bank, so that they can contract in full knowledge of the facts.

For the purpose of providing investment services and/or auxiliary services with financial instruments, specific contracts will be signed, and these contracts shall be completed with the terms and provisions of these General Conditions for Carrying out Transactions with Financial Instruments and with the provisions of the applicable legislation.

I. INVESTMENT SERVICES, AUXILIARY SERVICES AND FINANCIAL INSTRUMENTS

The Bank provides the following investment services according to Law no. 126/2018:

- (i) Receipt and transmission of orders in respect of one or more financial instruments
- (ii) Executing orders on behalf of Clients
- (iii) Trading on your own
- (iv) Placement of financial instruments without firm commitment

The Bank provides the following auxiliary services according to Law no. 126/2018:

- (i) Holding and administration of financial instruments on behalf of Clients, including custody and ancillary services, such as the management of funds/guarantees, and excluding the provision and management of securities accounts at the highest level
- (ii) Advising companies on capital structure, industrial strategy and related issues; M&A & Business Acquisition Advisory & Services
- (iii) Foreign exchange services where these services are related to the provision of investment services
- (iv) Investment research and financial analysis or any other form of general recommendation on transactions in financial instruments

The financial instruments for which investment services or ancillary services are offered are the following:

- (i) Securities, including preference rights and allocation rights;
- (ii) Money market instruments;
- (iii) Units of collective investment undertakings, including ETFs (Exchange Trade Funds);
- (iv) Options contracts, swap contracts, forward contracts relating to currencies, interest rates or commodities;
- (v) Structured products and warehouses.

II. CLIENTS CLASSIFICATION

In accordance with the above legislative provisions, before providing any investment activity or service, the Bank has the obligation to classify Clients into one of the following categories:

- (i) **MiFID Professional Client** – is the Client who has the experience, knowledge and competence to make their own investment decisions and correctly assess the risks involved. The categories of professional Clients are those provided in Annex 2 to Law no. 126/2018;
- (ii) **Eligible counterparty** – is a subgroup of the category of Professional Clients that refers only to the provision of services that involve the execution of orders on behalf of the Client and/or trading on own account and/or receiving and transmitting orders; with regard to other investment services, these Clients will be classified as Professional Clients; Law no. 126/2018 recognises as eligible counterparties investment firms, credit institutions, insurance companies, UCITS and their management companies, pension funds and their management companies, other financial institutions authorised and regulated in accordance with European Union law or the national law of another Member State, national governments and their services, including public bodies in charge of managing public debt at national level, central banks and supranational organisations;
- (iii) **MiFID Retail Client** – the Client who is not a professional.

MiFID Retail Clients benefit from the highest level of protection, while Eligible Counterparties benefit from minimum protection.

Each Client is informed by the Bank about the category of Client in which he/she has been classified according to Law no. 126/2018 and about the right to request its classification in another category in compliance with the conditions provided by Law no. 126/2018.

To the extent that the legal requirements provided by Law no. 126/2018, Clients have the right to be reclassified as follows:

- (i) Professional Client, if at the first classification he/she has been classified as a MiFID Retail Client and meets the legal requirements to be a Professional Client;

- (ii) MiFID Retail Client, if initially classified as a Professional Client;
- (iii) Eligible Counterparty, if the Client has been classified as a Professional Client and meets the legal requirements to be an Eligible Counterparty; or
- (iv) Professional Client or MiFID Retail Client, if initially classified as an Eligible Counterparty.

The Client confirms that each transaction carries a certain market risk and that he/she is able to evaluate the financial instrument and understand the transactions (alone or through independent specialized advice), and understands and accepts the terms, conditions and risk related to them, presented in advance by the Bank in accordance with the level of protection that the Client benefits from according to the category to which he/she belongs. Also, the Client has the ability to assume the risks of the transaction benefiting from the appropriate level of investor protection and transparency of transactions.

III. PRODUCT GOVERNANCE

In order to reduce potential conflicts of interest and improper sales risks, the Bank implements the product governance requirements introduced by the MiFID 2 Directive and the ESMA MiFID 2 Guidelines on product governance requirements relating to the creation and distribution of financial instruments.

Thus, for each of the financial instruments created and/or distributed by the Bank to the Clients, the Bank will identify a "target market", both positive and negative. The Bank will sell/distribute the financial instruments only if the Client falls into the positive target market of the respective product. In order to make an appropriate classification, the Bank will ask the Clients for additional information in order to verify the compatibility of the product with the Client's situation, objectives and needs.

As the negative target market represents an explicit indication of those Clients with whose needs, characteristics and objectives the product is not compatible and to whom the product should not be distributed, the Bank will refuse to execute the related transaction.

IV. CLIENTS INFORMATION. APPROPRIATENESS ASSESSMENT

When providing investment services, the Bank shall obtain from the Client or potential Client information regarding his/her knowledge and experience in the field of investments, relevant to the type of investment instrument or service or ancillary service.

The assessment of the appropriateness consists of confirming, based on the information provided by the Client, that he/she has the level of experience and knowledge necessary to understand the risks involved in the respective financial instrument or investment service.

The Bank has the right to assume that a Professional Client has the necessary experience and knowledge to understand the risks involved in a particular investment service or transaction or types of transactions or products for which the Client is classified as a Professional Client.

The Bank will warn the Client when, based on the information obtained from him and the evaluation of the appropriateness, it considers that the requested product or service is not adequate. If the individual Client submits an order regarding a related financial instrument for which the Client does not have the level of knowledge and experience necessary to understand the risks, as evidenced by the MiFID questionnaire, the Bank will inform him/her about it. If, after the Bank informs him, the Client maintains his order, the Bank will execute the order, and the transactional activity will be carried out exclusively on the Client's responsibility.

V. PROVISION OF EX-ANTE AND EX-POST COST DISCLOSURE

The Bank provides the Clients with appropriate information regarding the characteristics of the financial instrument and the investment service, the risks and costs related to them, as to allow the Clients to make informed investment decisions.

Regarding the ex-ante and ex-post cost disclosure to the Clients regarding costs and expenses, the Bank will aggregate the following:

- (i) all related costs and expenses charged by the Bank or by third parties if the Client has been directed to those third parties, related to the investment service(s) and/or ancillary services provided to the Client;
- (ii) all related costs and expenses related to the production and administration of financial instruments.

When providing investment services, the Bank will provide Clients, in the context of *ex-ante* and *ex-post* disclosures, with an example demonstrating the cumulative effect of costs on return. If any part of the total costs and expenses must be paid in a foreign currency or represents an amount expressed in a foreign currency, the Bank will indicate the currency used and the applicable exchange rate, as well as the expenses related to the conversion.

All costs and expenses, including those of a fiscal nature, will be reflected in the report sent to the Client according to the legal provisions.

(i) Ex-ante cost disclosure

The Bank's obligation to provide in a timely manner a complete *ex-ante* information on the aggregate costs and expenses related to the financial instrument and the investment or ancillary service provided applies in the case of marketing financial instruments to Clients or if the Bank is obliged to provide clients with a KIID (according to the applicable UCITS regulations) or a KID (according to PRIIPs) in relation to the respective financial instruments.

In cases where the Bank does not market a financial instrument or is not obliged to provide the Client with a KID/KIID, the Bank is nevertheless obliged to provide the Client *with ex ante* information regarding all costs and expenses related to the investment service and/or the ancillary service provided.

Ex-ante disclosure on costs related to the financial instrument or investment services and/or ancillary services may be provided on the basis of a hypothetical investment value. However, the reported costs and expenses should represent the costs that the Client would actually incur based on that hypothetical investment value. If actual costs are not available, reasonable estimates must be made.

The Bank presents on page [www.unicredit.ro](https://www.unicredit.ro/en/financial-investments/useful-documents.html) in section <https://www.unicredit.ro/en/financial-investments/useful-documents.html>, the pre-contractual information on costs and expenses - complete information on the costs and expenses *ex ante* regarding transactions with financial instruments traded on the capital market. In the case of OTC financial instruments traded outside the regulated markets, the *ex ante information* is made available to the Client prior to the execution of the respective transaction.

(ii) Ex-post costs disclosure

In the case of ex-post disclosure, the information regarding costs and expenses will reflect the real value of the Client's transaction at the time when the communicated information was elaborated.

The Bank shall provide annual ex-post disclosure on all costs and expenses related to both the transactions concluded and the investment services and ancillary services provided, if it has marketed the financial instrument or if it has provided the Client with the key information document and the key investor information document in relation to the respective financial instrument and if it has or has had a permanent relationship with the respective Client during the year. This information is based on the costs incurred and is provided in a personalized manner.

VI. REPORTS AND RECORD KEEPING

The Bank will provide the Clients with reports in relation to the services provided to them, in accordance with the legal provisions.

Clients holding leveraged financial instruments in their portfolios, if the initial value of each instrument depreciates by 10% and then by multiples of 10%, will receive reports by the end of the business day on which the threshold is exceeded or, if the threshold is exceeded on a non-business day, at the end of the next business day.

Also, the Bank will record any telephone conversation or electronic communication, as well as face-to-face conversations with the Clients, which are related to the transactions or those carried out with the intention of resulting in transactions.

VII. INCENTIVES

Incentives are fees, commissions or any other monetary or non-monetary benefits in connection with the provision of investment and ancillary services. There are requirements that incentives must meet in order to be considered legitimate and therefore allowed to be received or paid by the Bank when providing investment services.

Regarding the provision of investment services/activities, the Bank may receive or pay taxes, commissions, or other non-monetary benefits from or to third parties other than the Client, provided that it complies with the following:

- (i) incentives (monetary or otherwise) are justified by the provision of additional or high-grade services to the respective Client;
- (ii) the incentives do not directly benefit the recipient company, its shareholders, employees without having tangible advantages for the respective Client;
- (iii) where incentives are granted on an ongoing basis, they are justified by the provision of an additional service provided on an ongoing basis to the Client.

The Bank shall send to the Client, in due time, prior to the provision of the investment service or activity, an information regarding the incentives received or paid from or to third parties, in relation to the provision of investment services and activities. Also, the Bank will provide the Clients, at least once a year, with a report indicating the total value of the incentives paid or received.

VIII. RULES APPLICABLE TO RELATIONS WITH "ELIGIBLE COUNTERPARTIES"/"PROFESSIONAL CLIENTS"

Clients that are classified as 'Eligible Counterparties' are exempt from most of the investor protection requirements of MiFID 2. Eligible counterparties are treated as counterparties of the Bank and not as Clients and enjoy the lowest level of protection by law. By way of example, we mention the fact that in relation to eligible counterparties, the Bank does not have the obligation of "best execution" in the execution of orders, these institutions having all the knowledge, expertise and experience necessary in making the trading decision, nor does it have the obligation to provide information on any commissions or fees they pay or receive or to make available reports on the execution of orders. Also, the Bank is not responsible for the obligations to carry out appropriateness tests, to provide information regarding the Bank and its services, the incentives received by the Bank for the provision of products and services or the risks associated with these products and services.

Regarding "Professional Clients", without prejudice to the obligations set out in Article 24(4) of the MiFID2 Directive, investment firms providing investment services to Professional Clients shall be entitled to agree with them on a limited application of the related cost and expense disclosure requirements, unless, inter alia, The financial instruments in question contain a derivative financial instrument.

IX. SELL/BUY INSTRUCTIONS FOR FINANCIAL INSTRUMENTS

- (i) The Bank executes instructions for the purchase or sale of financial instruments listed or traded on the official markets in accordance with the legislation in force.
- (ii) The Bank has the right not to execute the instructions, in whole or in part, or may cancel the execution of the instructions if the Client's current account does not have a sufficient balance.
- (iii) The Bank may not engage in the financing of transactions with financial instruments regarding financial instruments held on behalf of a Client or otherwise use these financial instruments for its own account or for the account of another Client of the Bank, unless the conditions provided by the applicable legislation in force are met.
- (iv) Objections regarding the approval of the execution of transactions with financial instruments must be submitted immediately, using the fastest means, but no later than 24 hours from the receipt of the confirmation of the execution of the transaction.

X. CUSTODY OF FINANCIAL INSTRUMENTS. CONDITIONS OF CUSTODY

- 1) At the request of the Client, the Bank keeps safe the financial instruments belonging to its Client, which it holds in custody, in accordance with the legislation in force.
- 2) The Bank shall not make use of any of the financial instruments held in custody or the rights arising therefrom and shall not transfer such financial instruments without the express consent of the Client.
- 3) The Bank will return to the Client under the law, at his request, the financial instruments entrusted to him.
- 4) The Bank has the right to keep in custody financial instruments belonging to its Clients, in separate accounts, opened in the name of each Client.
- 5) The Bank is responsible, according to the rules of the Financial Supervisory Authority, for the safe keeping of the financial instruments entrusted to the Bank.
- 6) The opening of custody accounts is done in accordance with the internal procedure and legal regulations in force, provided that the Client complies with the rules established by the Bank for opening these accounts, based on the documents requested by the Bank and made available to it at the time of requesting the opening of the account.
- 7) The Bank is authorized to register the financial instruments held by the Client in his name or in the name of the Bank.
- 8) Neither the Client nor any other person may raise claims against the third party (sub-custodian) who holds the financial instruments in custody, such claims being able to be raised only by the Bank, which has entrusted the financial instruments to the third party (sub-custodian) for safekeeping.

XI. RULES CONCERNING THE EXECUTION AND ADMINISTRATION OF CLIENTS' INSTRUCTIONS

- 1) In case executing the Client's instructions, the Bank must take all necessary measures to obtain the best possible results for its Client.
- 2) In the event that the Client submits a specific instruction, the Bank has the obligation to execute the transaction according to that instruction.
- 3) The Bank will provide the Client with adequate information regarding the Transaction Execution Policy and will provide the Client with a copy of the Transaction Execution Policy.
- 4) In the case of instructions sent by telephone, the Bank will ensure their registration in accordance with the legal provisions.
- 5) The Bank will immediately communicate to the Client the refusal to execute an instruction together with the justification for the refusal.
- 6) The Bank will not abuse the information regarding the Client's pending instructions, and will take all necessary measures to prevent the misuse of this information by any relevant person of the Bank.

XII. PROVIDING INFORMATION THROUGH A PAPER MEDIUM

These General Conditions for Carrying out Transactions with Financial Instruments are concluded in Romanian. If the Bank proposes, and the Client also accepts a version in another language, in case of disputes or inconsistencies between the Romanian and foreign language versions, the Romanian version shall prevail. In any case, any communication between the Bank and the Client during the contractual relationship is conducted in Romanian.

In accordance with Delegated Regulation (EU) 2017/565 supplementing the MiFID 2 Directive, the Client confirms that it expressly agrees to the provision by the Bank of the following information that is not addressed personally to the Client, via the Website:

- (i) information regarding the Bank and its services to Clients;
- (ii) information on financial instruments;
- (iii) information on the protection of financial instruments or Client funds;
- (iv) information on related costs and expenses;
- (v) details of their enforcement policy.

XIII. TAXES AND FISCAL OBLIGATIONS ASSOCIATED WITH TRADING ACTIVITY

(5) Private Individual Clients

According to art. 96¹ of Law 227/2015 on the Fiscal Code ("Fiscal Code"), the Bank has the following obligations:

- a) calculation of the gain/loss for each transfer/operation performed/performed for private individual Clients;
- b) calculation, withholding at source, declaration and payment of income tax, according to art. 97 para. (81) - (85);
- c) transmitting to each individual Client the information regarding the total gains/losses and the tax calculated and withheld at source, in written form or by electronic means, for the transactions carried out during the fiscal year, until the last day of February inclusive of the current year for the previous year;
- d) submitting, annually, the declaration provided for in art. 132 para. (2).

At the same time, according to the Fiscal Code, annually, individual taxpayers have the obligation to declare the annual net gain/loss in order to calculate the social contributions due under the conditions established by the legislation in force. As regards the payment of income tax, the intermediary has the obligation to calculate and withhold this tax in the case of individual taxpayers.

The annual statement regarding the income earned shall be completed and submitted by the taxpayer to the competent tax authority by the date established by the regulations in force.

(6) Legal entity Clients

The gains obtained by Romanian legal entities from the transfer of securities are part of their taxable income, and the tax is calculated by the Romanian legal entity in accordance with the provisions of the Fiscal Code.

(7) Non-resident Clients

Non-resident Clients must inform the Bank about the country in which they have established their tax residence. The tax treatment regarding the gains obtained by non-resident persons will be established according to the provisions of the Tax Code and the Double Taxation Avoidance Treaty in the country of origin of each non-resident person.

According to art. 230 para. (5) of the Fiscal Code, the Bank has the following obligations for non-resident individual Clients who obtain income from the transfer of securities issued by Romanian residents through the Bank:

- a) to request from the Romanian tax authority the tax identification code for the non-resident person who does not have this number;
- b) to keep the original or certified copy of the tax residence certificate or another document issued by an authority other than the tax authority, which has attributions in the field of residence certification according to the domestic legislation of that state, accompanied by an authorized translation into Romanian;
- c) to calculate the gain/loss on each transfer/operation performed/performed for the non-resident individual taxpayer;
- d) to calculate, withhold, declare and pay the income tax, according to art. 97 para. (81) - (85), for the non-resident natural person who does not prove residence in a state with which Romania has concluded a double taxation convention;
- e) to transmit to each non-resident individual taxpayer the information regarding the total gains/losses and the tax calculated and withheld at source, in written form or by electronic means, for the transactions carried out during the fiscal year, until the last day of February inclusive of the current year for the previous year;
- f) to submit annually the declaration provided for in art. 132 para. (2) [...].

According to the Fiscal Procedure Code, non-resident individual taxpayers have the obligation to register for tax purposes. Non-resident investors can appoint a tax representative.

At the same time, according to art. 38 of the Fiscal Code, foreign legal entities have the obligation to pay corporate income tax for the tax result related to the sale-assignment of the shares held in a Romanian legal entity, if the holding conditions established by the Fiscal Code are not met in the following cases:

- (i) there is no proof of residence in a state with which Romania has concluded a double taxation convention;
- (ii) between Romania and the state of residence of the foreign legal entity that alienates the shareholdings, there is no double taxation convention;

(iii) the right of taxation belongs to Romania, under the conditions of application of the provisions of the double taxation conventions;

In this case, the foreign legal entity that obtains the mentioned income has the obligation to declare and pay corporate income tax, according to Articles 41 and 42 of the Fiscal Code.

(8) Other Reasons

The applicable tax treatment is the one in force at the time of trading.

Each Client is responsible for the fair taxation of his investment and for any aspects related to taxation and taxes. In order to establish and pay the tax on the gain made by individuals/legal entities from the transfer of securities and from any other operations with financial instruments, the tax legislation in force shall apply.

The Bank does not offer tax consultancy services and does not assume the responsibility of the Client's tax advice. To the extent deemed appropriate, the Client shall seek tax advice from persons authorised in this regard in order to ensure that it fulfils all its tax obligations.

XIV. APPLICATION OF THE GENERAL CONDITIONS FOR CARRYING OUT TRANSACTIONS WITH FINANCIAL INSTRUMENTS

- 1) Under the condition in which the Client requests the Bank to provide investment services or ancillary services with financial instruments, he/she will accept the General Conditions for Carrying Out Transactions with Financial Instruments, as well as the General Conditions of Use/General Business Conditions of the Bank (as the case may be) in order to carry out transfer/cash operations related to transactions with financial instruments.
- 2) The Bank will not enter into any contractual relationship with the Client unless the latter has accepted these General Conditions for Carrying out Transactions with Financial Instruments.
- 3) The Client is obliged, on the date of receipt of the General Conditions for Carrying out Transactions with Financial Instruments, to present to the Bank his real situation as well as any documents and information required by the Bank.
- 4) These General Conditions for Carrying out Transactions with Financial Instruments are supplemented by (i) the provisions of the General Conditions of Use or the General Business Conditions of the Bank, as the case may be, (ii) the contracts concluded between the Client and the Bank for the provision of investment services or ancillary services, as well as (iii) the applicable legal provisions and international rules and customs.
- 5) In the event of a conflict between certain provisions of these General Conditions for Carrying out Transactions with Financial Instruments and the conditions of the contracts concluded between the Client and the Bank for the provision of investment services or ancillary services, the respective provisions of the specific contracts shall prevail.
- 6) In the event of a conflict between certain provisions of these General Conditions for Carrying out Transactions with Financial Instruments and the provisions of the General Conditions of Use/General Conditions of Business of the Bank, as the case may be, the respective provisions of the General Conditions for Carrying out Transactions with Financial Instruments shall prevail.

XV. COMPLAINTS MANAGEMENT

The Bank has established and applies procedures for the adequate and immediate investigation of complaints (petitions) made by existing or potential Clients for the resolution of disputes that may arise as a result of the provision of financial investment services and ancillary services.

To this end, the Bank has established the internal structure for the management of complaints, after the examination, points of view and relevant actions are communicated to the Clients within the legally established term. Any complaints can be submitted at the company's headquarters, by e-mail to infocenter@unicredit.ro.

More information about the complaints procedure can be found on the website: <https://www.unicredit.ro/content/dam/cee2020-pws-ro/DocumentePDF/Pl-Conditiile-generale-de-utilizare/informatii-proces-reclamatii.pdf>

XVI. AMENDMENTS

- 1) The General Conditions for Carrying out Transactions with Financial Instruments are periodically reviewed and updated, depending on the changes within the Bank, legislative or regulatory changes.
- 2) Any changes to these General Conditions for Carrying out Transactions with Financial Instruments will be notified to the Client in writing or by any means of communication agreed with the Client or posted at the headquarters of the Bank's territorial units or published on the Bank's website and will become enforceable against the Clients from the date of notification/display/publication, as the case may be.

XVII. PROTECTION OF PERSONAL DATA ("PERSONAL DATA")

The personal data of natural person Clients and those of representatives of legal person Client will be processed under the conditions 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 (the "Regulation"), for the purpose of performing the contract, fulfilling legal obligations, as well as for legitimate purposes (e.g. fraud prevention, internal reporting, application of Client analysis measures according to applicable legislation, etc.).

The Bank and the legal entity Client ensure 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 in order to protect Personal Data against any accidental or illegal destruction, loss, modification, disclosure or unauthorized access and against illegal processing.

The Bank and the corporate Clients have the obligation to directly inform, according to art. 12 and 13 of the Regulation, the representatives/employees empowered in relation to the other party regarding the processing of their Personal Data by the latter, for the purposes mentioned above.

The individual Client has been informed about the processing of his/her Personal Data by the Bank (including the rights in the Regulation and the manner of exercising), through the Specific Information Note.

XVIII. GENERAL INFORMATION ABOUT THE BANK

The Bank holds all the necessary authorizations to carry out the investment activities and services it offers to the Clients. The Bank is a credit institution registered in the Banking Register under no. RB-PJR-40-011/18.02.1999 and is registered in the Register of Financial Instruments and Investments of the Financial Supervisory Authority under no. PJR01INCR/400010.

Contact details:

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Tel: +40 21 200 2020 (toll free for landline Telekom Romania)

*2020 (toll free for mobile networks Orange, RCS&RDS, Telekom Romania, Vodafone)

Email: infocenter@unicredit.ro;

Website: www.unicredit.ro;

The Bank's supervisory authorities:

National Bank of Romania (NBR), headquartered in Romania, Bucharest, 25 Lipscani Street, district 3, postal code 030031; Phone: 021 313 04 10, 021 315 27 50; Fax: 021 312 38 31; And

Financial Supervisory Authority, headquartered in Splaiul Independentei, no.15, Bucharest, fax 021.659.60.51 or 021.659.64.36, e-mail: office@asfromania.ro. Toll Free: 0800.825.627/ 004 021.305.3470.

Note: In the event of any inconsistencies between versions, the Romanian version shall prevail over the English version