TBIBank

GENERAL BUSINESS CONDITIONS FOR PRIVATE INDIVIDUALS
5th EDITION/ DECEMBER 2019

Between:

TBI Bank EAD, Bulgarian legal person, organized and existing under the Bulgarian law, with headquarters in Str. Dimitar Hadzhikotsev 52-54, 1421 Sofia, Bulgaria, tax registration code BG131134023, through its branch in Romania, **TBI Bank EAD Sofia- Bucharest Branch**, with registered ofiice in Str. Putul lui Zamfir nr. 8-12, etaj 4, Postal Code 011683, Bucharest, Romania, registered with the Trade Register under no. J40/11691/2012 and with the Credit Institutions Register under no. RB-PJS-40-068/08.30.2012, tax registration code RO30771201, telephone +40 372 168 701; fax + 40 21 231 89 05; e-mail: office@tbibank.ro, (hereinafter the "**Bank**") and
the **Client**, private individual, with identification data and address fully covered in the form "Application for current account services for private individuals", we conclude these General Business Conditions (hereinafter "**GBC**"), as framework agreement for the provision of banking services to private individuals which governs all the contractual relationships between the Bank and Client.

1. PREAMBLE

1.1 TBI Bank EAD is an institution which operates under the supervision of the Central Bank of Bulgaria (Balgarska Narodna Banka), with headquarters in Bulgaria, Sofia, Alexander Battenberg 1, postal code 1000, telephone +3592 91459, fax +3592 980-24-25, e-mail: press_office@bnbank.org. The National Bank of Romania (with headquarters in str. Lipscani nr. 25, sector 3, Bucharest, postal code 030031, telephone + 40 21 313 04 10, + 40 21 315 27 50, fax + 40 21 312 38 31; e-mail Info@bnro.ro) acts as the subsidiary supervisory authority.
1.2 These GBC, viewed in a singular fashion, have the value of a framework agreement for the provision of banking services to private individuals, and constitute the framework agreement for the payment services within the meaning of the Law no. 209/2019 regarding the payment services and for amending some normative acts.
1.3 These GBC, considered together with the Application form for current account services for private individuals constitute the Contract for current account concluded between the Bank and the Client.
1.4 The Bank shall not enter into any contractual relationship with a person if this does not accept the GBC.
1.5 The contractual relationships between the Client and the Bank are governed by these GBC, by the provisions of the forms which are specific to each product or service the Bank offers to the Client, by the internal regulations of the Bank, by the specific laws, by the regulations of the National Bank of Romania, and by the customs and practices of the domestic and international banking. The provisions of these GBC are governing the general and legal framework between the Client and the Bank on all the products/services offered to the Client by the bank, and apply to any matter not expressly otherwise regulated in other specific agreements concluded between the Client and the Bank.
1.6 The contractual relationship established between the Bank and the Client under these GBC are based on mutual trust, good faith, compliance with the obligations undertaken, and confidentiality.
1.7 The Bank is entitled to refuse any application for opening the business relationship/purchase of any product/service/performance of any operation requested by the Client, if the Client does not provide the documents and/or information which are required by the Bank or if the Client provides forged data and/or documents regarding which there are serious indications that such data and documents may be forged and/or incomplete, and in the situations where there are suspicions about the Client or about the operation requested by it, based on the legal provisions regarding the "Know Your Client" principle in order to prevent money laundering and terrorism financing or other cases, with the compliance of the conditions provided by law. In these situations, the Bank is not liable for any damage to the Client unless the bad faith of the Bank can be proven.

The right of the Bank to modify the GBC

1.8 The Bank reserves the right to modify or replace the contents of these GBC.
1.9 All amendments or replacements to the content of these GBC will be notified to the Client 2 (two) months before the date proposed for the amendment, on paper or on another durable device, and they shall be made available to him in the Local Offices of the Bank and/or on the Bank's website www.tbibank.ro, as the case may be. The term of 2 (two) months shall not apply to the contractual changes imposed by the application of new legal provisions, and such changes shall apply depending on the the effective date of such regulations.
1.10 All changes or modifications shall be deemed accepted by the Client, shall come into force and shall prevail over the previous GBC provisions if, the Client does not inform the Bank that he does not accept such changes until the proposed date for effective date of such new changes. In order to eliminate any doubt, to the extent that the modification or replacement of the content of these GBC is in accordance and in compliance with art. 1.10 and art. 1.11 the Client handwritten signature on the paper version of these GBC shall no longer be mandatory.
1.11 If the Client does not accept the change or replacement of these GBC, both the Client and the Bank are entitled to cancel (terminate) the contractual relationship. The Client may exercise this right by the proposed date for the application of the modifications or the replacement of the GBC, immediately and without additional costs from the Bank. In the event of termination of the Agreeement, the Bank shall provide the Client a reasonable period for the payment of any sums he owes to it.

Provision of contractual documents

1.12 The Bank provides the Client, free of charge, with all the documents comprising these GBC, respectively the current account contract (Request form for current account services for private individuals together with the GBC), on paper or on a hard copy, in order to initiate the contractual relationship and, upon request, according art. 1.13.

1.13 At anytime during the contractual relationship, the Client may request the Bank a copy of the Application form for current account services for private individuals, of GBC, or of the Form for the information provided to depositors, in force at the time of application, and of the Guidelines for payments, and the Bank shall give/ send to the Client the document or documents requested, free of charge, on paper or on any hard copy.

2. GENERAL PROVISIONS ON OPENING AND OPERATING A BANK ACCOUNT

Opening an account

2.1 The Bank shall not open any account for the Client if it does not provide the Bank with all the information and/or the documents requested by the Bank for Client identification, opening and operation of the account.

2.2 When opening an account with the Bank or when concluding other contractual relationships with the Bank, the Client shall provide the Bank with all the information and documents that reflect the personal identification information or other documents and/or relevant information requested by the Bank.

2.3 If the Client has choosen the account changing service (defined accotrding to the art. 4 letter (y) from the Law no. 258/2017 on the comparability of the fees for payments accounts, chamge the payments accounts and access to the payments accounts with basic features, the Bank could have the quality of “previous bank" (payments service provider which carried out the transfer) or "destination Bank" (payment service provider which makes the transfer).

2.4 The Client shall mandatorily provide at least the information regarding the home address and the address of residence (if applicable), contact information, date and place of birth, personal identification number, as appropriate, other sole personal identification element, name/denomination of the employer or the nature of his activity, the source of his income, the signature specimen. The documents certifying the information provided shall be presented in original copies.

2.5 The Bank reserves the right to not open the account, to not carry out the transactions ordered by the Client/account delegate, to freeze/block the account/accounts of the Client and to terminate the relationships with the Client when there is a false statement of any kind or if the Bank has suspicions about the true nature of the data declared by the Client/account delegate and/or the operations carried through the Client's accounts.

2.6 If the Client has choosen the service of transfer of accounts and requested to close the account in the bank’s authorization form on the transfer of the payments account, the Bank will close the account, with the exception of the situations in which: (a) the Client has overdue obligations regarding the payments account; (b) the payments account is attached to the other services contracted by the Client (e.g. credits, cards, deposits, etc.); (c) the account is garnished/ preserved, in accordance with the legal terms, for the fulfilment by the Client of the obligations undertaken to the Bank or to a third party. At the same time with the closing of the current account will be closed and all contracts relating to the provision of payment services, the Bank by transferring to the "destination Bank", in accordance with the authorization form signed by the Client, the available remaining balance in the current account.

2.7 The Client acknowledges that such enforcement by the Bank does not entitle the Client to not fulfill all the obligations undertaken towards the Bank. In cases where there is suspicion about the true nature of the data stated by the Client or the operations carried out through the Client's accounts and/or the source of funds, the Bank is entitled to consider the transactions as suspicious and report them, appropriately, to the competent authorities. In all cases, the decision to open a current account belongs to the Bank and it is not obliged to give explanations about the considerations underlying the refusal to open the account. The Client agrees by these GBC to appear before the Bank/ Teritorrial units of the Bank and fill out a specific form made available by the Bank in order to inform the Bank immediately and explicitly regarding all the modifications of any information provided to the Bank, including the modification of the identification data and/or the contact data and upon the Bank’s request to provide the supporting documents.

2.8 The Bank shall block the account/accounts of the Client if he does not provide the Bank with any additional information and/or documents requested by the Bank or stipulated in art. 2.2 and art. 2.4. During the blocking period mentioned in art 2.5 and in the case of the suspicions mentioned in art. 2.7, and in this article, the Bank reserves the right to not calculate the interest on the credit balances of the Client’s accounts, and the Client acknowledges that such a non-performance does not attract the right or to not fulfill all the obligations undertaken towards the Bank.

2.9 The Bank may refuse to execute an instruction given on paper if the signature(s) on this statement is (are) not in compliance with the signature specimen(s) filed with the Bank by the Client on the special form made available to him. The Client hereby agrees that the Bank will not be responsible for the consequences caused by forged or counterfeit orders or instructions. The Client is aware that the operations recorded on the current account are covered by the special accounting rules, including the normative acts regarding the prevention and sanctioning of money laundering. In order to review the documents submitted by the Client, the Client will provide the Bank with the certified translations in Romanian language of the documents written in a foreign language. The Bank assumes no responsibility for delays in the execution of services that were generated by the incomplete and/or late submission by the Client of the documents written in a language other than Romanian, without superlegalization/apostille and/or without a certified translation which the Client must carry out at his own expense, before submitting them with the Bank. The documents issued by foreign authorities that have been made available to the Bank (namely identity cards, permits, etc.) shall be diligently examined by the Bank. However, the Bank assumes no responsibility regarding their authenticity, and the Client shall be the one who will bear any loss due to forgery, nulity or interpretation/incorrect or faulty translation of such documents submitted to the Bank.

Account delegates

2.10 The Client, on fixed or indefinite term, can authorize one or more private individuals (hereinafter referred to in singular as “Account delegate” and in the plural “Account delegates”) to act in his name or on his behalf in his relationship with the Bank. The GBC provisions are binding for both the Client and for the Account Delegate. In order to be accepted by the Bank, the Account Delegate must have legal competence and must meet the same conditions as the Client in terms of moral probity.

2.11 In order to appoint an Account Delegate, both the Client and the private individual concerned shall personally appear before the Bank and fill in a special form provided by the Bank, the shall submit all the information and documentation required by the Bank in order to identify the Account Delegate (including the information mentioned in art. 2.4), and shall submit his signature specimen on a special form provided by the Bank. The Bank may accept or reject any mandate issued by the Client which does not comply with the above requirements and, in particular, may refuse to take into account any general mandate regarding any operations which may constitute acts of disposal for the Client or to disregard the mandate given under a power of attorney which does not provide the duration of the mandate, if from the the authentication date of the of the power of attorney more than 3 (three) years have passed.

2.12 The account delegate may not exercise its mandate if the information and/or documents requested by the Bank have not been submitted by the account delegate and if it has not submitted his signature specimen to the Bank. The provisions of art. 2.9 are also applicable to the instructions given by the account delegate.

2.13 The account delegate is obliged to comply with all the provisions of the GBC, with the regular possible changes, in all the contractual relationships with the Bank. Both in the beginning of the business relationship, and in the event that during the GBC implementation, the Client adds new account delegates, it shall be considered the sole and exclussive responsible for informing the former account delegates, as appropriate, regarding the content of the GBC provisions applicable at the time of their designation, or subsequently. The Bank shall not be liable to the Client at any time for the lack of diligence thereof in informing the account delegates regarding the content of the GBC provisions mentioned above or for any subsequent damages that may be caused to the Client due to the unawareness of or failure to comply with the GBC provisions applicable at any time by either of the account delegates.

2.14 The account delegate is entitled to perform all the operations allowed under mandate (withdrawals/cash deposits, transfers, currency exchange, opening/closing deposits, granting a direct debit mandate, account blockage, etc.), except for closing the account and of the Client's relationship with the Bank. In order to fulfill the granted mandate, the account delegate will sign in the name and on behalf of the Client the orders, agreements and/or any other document required, his signature being opposable to the Client.

2.15 The Bank does not accept the transfer of the mandate by the account delegate to another person in order to act in the name and on behalf of the Client.

2.16 The account delegate is obliged to appear in person before the Bank and to fill a special form provided by the Bank in order to inform the Bank immediately and explicitly on all the modifications of any information provided to the Bank relating to his personal details (including contact details) and to make available, where appropriate, the supporting documents in this regard.

2.17 The authorization of a person to represent the Client in its relationships with the Bank remain valid until the revocation, modification, or death of the Client or until other cessation situations stipulated by law. The mere designation or addition by the Client of anotehr account delegate shall not revoke the previously mandate granted by the Client to other account delegates.

2.18 The termination of the mandate of an account delegate by revocation becomes opposable to the Bank starting with the next bank day following the submission/registration of this revocation with the Bank and only if the Client will personally appear before the Bank and will fill in the special form for the revocation of the account delegate made available by the Bank. It shall not be relevant to the Bank if such revocation has previously been recorded in a public register, or if it was made public in any form, the Bank being entitled to but without being required to verify the revocation of the mandate.

2.19 The Client expressly declares that he fully understood the procedure for the revocation of the account delegate and also the moment when this revocation is opposable to the Bank, exonerating the Bank from any liability in case of occurrence of any damage arising from the failure to comply with the procedure of revocation of the account delegate in relation to the bank.

2.20 In case of termination of the mandate caused by the death of the Client, the provisions of art. 2.64 - 2.70 shall become applicable.

2.21 If a litigation arises, a dispute or a conflict situation of any nature in connection with the termination of the account delegate’s mandate, or in relation to the appointment or revocation of the account delegate or in the case the Bank receives contradictory instructions which, according to the Bank, prevent the designation of the account delegate regarding the appointment, the termination, the limits or the revocation of his mandate, the Bank is entitled to block the account/accounts of the Client until the litigation, dispute or conflict situation is solved and the Bank receives satisfactory evidence in this regard. The exercise by the Bank of the aforementioned right does not entitle the Client to not exercise and perform all his obligations agreed upon with the Bank and the Client and the account delegate agree not to hold the Bank liable for any consequences arising therefrom. The Client is liable to the Bank for all the actions taken by the account delegate in the relationship with the Bank. The account delegate and the Client shall be individually and severally liable for all the instructions given to the Bank and for all the operations performed by the account delegate.

2.22 Unless the Client specifically requested the Bank to block the account, the Bank is hereby authorized by the Client to execute the transactions initiated or the instructions given by the account delegate previously to the bank day in which the revocation is to be effective, and the Bank shall not be responsible for any consequences resulting therefrom. From the day when the right of representation is not longer in force, the Client accepts the responsibility for all the consequences that may result from the use by the account delegate who was left without the right of representation of the documents provided by the Bank (namely: forms, means of payment and additional cards, etc.) which are in his possession.

Terms for carrying out the instructions of the Client/Account Delegate

2.23 The Bank shall execute the orders of the Client/Account Delegate and shall develop other specific agreements concluded with the Client, in accordance with its internal rules and procedures, with the GBC provisions, and with the specific provisions of the specific agreements signed with the Client, if applicable.

2.24 The Client/Account Delegate shall ensure the complete, clear and accurate filling of the special forms provided by the Bank, the orders, instructions, statements and communications to the Bank.

2.25 The Bank reserves the right not to execute the payment orders/instructions of the Client/Account Delegate if they do not meet the conditions stipulated in art. 2.24 of these GBC.

2.26 The Client has the responsibility to timely obtain and provide the Bank with all currency permits needed or any other approvals and authorizations issued by the National Bank of Romania or other special surveillance body or authority in Romania that are needed in order to execute the instructions of the Client or of the Account Delegate and all the other documents requested by the Bank in order to execute the instructions of the Client or of the Account Delegate. Should the Client or the Account Delegate not proceed this way, the Bank has the right not to execute the said instructions.

2.27 The Client ot the resident Account Delegate is required, in cashing in foreign currency amounts of money from non-resident which value is stipulated in the regulations in force at the date of payment within the period specified in the regulations, to fill in and submit with the Bank the “Declaration of International Receipt” (DIR) made available by the Bank through its territorial units.

2.28 The Client or the Account Delegate is required, in case of payments made to a non-resident in such amounts which value is stipulated in the regulations in force at the date of payment within the period specified in the regulations, to fill in and submit with the Bank the “Order/Declaration of International Payment” (DIP) made available by the Bank through its territorial units. The DIP form shall be filled in and submitted by the Client or the Account Delegate and for the payments made in lei currency, regardless of the amount, made to a non-resident in Romania.

2.29 The Bank shall accept instructions and orders from the Client/Account Delegate only during the working hours of the Bank (within the “Cut-off time” – the limit hours set by the Bank for the receipt of the Client’s/Account Delegate’s instructions in the execution of certain types of transactions. These are notified to the Client/Account Delegate through the Guide for making payments and displayed in the territorial Units of the Bank and on the website www.tbibank.ro. The instructions and the payment orders submitted overtime (after the “Cut-off time”) or in the non-business days shall be considered received on the next bank business day.

2.30 The Bank shall not be required to execute any payment order of the Client/Account Delegate if: (a) the payment order is not entirely filled in on the special forms provided by the Bank or in the case of filling a payment order in electronic format the required fields for the transaction are not accurately filled in, or the order is not properly authorized and transmitted by the means of communication or data transfer previously approved by the Bank; (b) the Client's account balance is not sufficient to allow the transaction and the payment of the associated fees, if applicable (after the Bank has properly carried out the verification in accordance with its internal procedures); (c) The Bank does not receive the instruction before the closing time for the operation of the payment orders for that type of transaction that was established by the Bank (the “Cut-off time”), otherwise the provisions from art. 2.29 shall apply; (d) the transaction is stopped by the existence of a garnishment or seizure measures on the Client’s accounts or if it is oterwise forbidden by law, by the GBC, by an enforcement title, enforcement of judgement or by any other restriction or similar circumstances; (e) the transaction does not comply with the laws and/or the banking regulations in force or if there are suspicions concerning the purpose or the nature of the transaction; (f) the transaction is directly or indirectly ordered from/to countries or to private individuals and/or entities with residence/registered office in countries which, based on legal provisions and/or own policies, the Bank does not carry out any operation. The Client can inform himself at the Bank’s territorial units regarding the list of these countries.

2.31 The Client/Account Delegate may not require the Bank to withdraw (revoke) payment orders after receipt thereof by the Bank, except the future payment orders - recurrent/term deposit/ direct debit - that can be revoked as specified in Guide for disbursement. If the revocation of a payment order is still possible, the Bank reserves the right to charge the Client a revocation fee, which value is shown in the interest, fees and commissions List of the bank for private individuals, which is part of these GBC.

Proof of Execution

2.32 The proof of execution of payment instructions or orders offered to the Bank shall be made by banking statements including in electronic format, provided by the bank to the Client.

Communication of the instructions and request for information

2.33 The Client/Account Delegate shall send the Bank the intructions through the use of forms provided by the Bank when the operation is ordered at the Bank’s counter, or through the use of the means of communication and data transfer approved by the Bank (such as the Internet Banking for electronic banking service, if appropriate). The Bank has the right not to execute the instructions of the Client or of the Account Delegate if such instructions were

not given on the special forms provided by the Bank or if they have been transmitted by means of communication or data transfer other than those previously approved by the Bank.
2.34 Any comments or mentions which are not required by the Bank in order to make or receive payment, included in the payment instructions regarding: (a) the purpose, destination or proposed use of the funds; (b) references to specific invoices or contracts or (c) any other data, shall be considered: (i) as private observations and comments between the payer and the beneficiary of the funds, (ii) not being addressed to the Bank and consequently the Bank shall not take into consideration such comments and mentions.
2.35 Upon the receipt of the funds destined to the account of a Client, where the Client does not have an account in the currency of the payment order, the Bank shall automatically convert the currency received in lei or in another currency that corresponds to an account in foreign currency of the Client. All these exchange transactions shall be made at the exchange rate of the Bank valid at the time when the account is credited. The Guide provisions to make the payments regarding the exchange rate shall be applicable.
2.36 Using the fax, phone or electronic mail as means of communication for the transmission of the payment instructions or orders is not allowed, unless specific conventions have been signed in this regard between the Bank and Client.
2.37 The forms, the means of communication and data transfer and the cards provided by the Bank to the Client or the Account Delegate shall be kept and used by the Client or by the Account Delegate very carefully and in accordance with the rules of the Bank. If the Client or the Account Delegate received an electronic signature or a secret code/PIN, they are required to not transmit/disclose them under any circumstances and to take all necessary precautions to preserve their confidentiality.
2.38 The Client or the Account Delegate shall inform the Bank without delay where noticing any irregularities, loss, theft or improper use of any forms, means of communication and data transfer cards, electronic signatures or secret codes/PINs used in relation to the Bank. The Bank shall not be responsible if Client or the Account Delegate do not fulfill this obligation.
2.39 The consequences of the inadequate use by the Client or the Account Delegate of any forms, means of communication and data transfer cards, electronic signatures or secret codes shall be entirely at the Client's risk and expense.
2.40 If the contractual relationship between the Client and the Bank has ceased regardless of the cause, the Client/Account Delegate shall destroy all unused forms, unless the Bank requests to proceed otherwise.
2.41 When the Client/Account Delegate gives intrustions to the Bank, the Bank shall make all the necessary efforts in order to verify the identity of the Client or of the Account Delegate in accordance with Bank procedures. Except the cases of serious misconduct or intent, the Bank shall not be liable for any loss or direct or indirect costs incurred by the Client as a result of erroneous, redundant instructions which are misleading or which present any insufficiency/irregularities.
2.42 The Bank shall not be responsible for any seizure or garnishment established on the amounts of the Client by any authority or body, in Romania or abroad, regardless of its reasons and for any transaction ordered by the Client or by the Account Delegate and which cannot be executed by the Bank due to the seizure or garnishment. Interest shall not be accrued for the amounts seized as a result of seizure or garnishment.
2.43 Before initiating a specific payment transaction the Client/Account Delegate may request the Bank, through a written request, information on the maximum execution time of the operation, as well as the fees and commissions related to a specific payment transaction, this way providing the Bank accurate and complete information about it (such as the amount, currency, the payee's bank and any other relevant information or which will be requested by the Bank).

Account funding

2.44 The Client shall properly and timely fund the account to be debited for the execution of his payment orders.
2.45 The Bank wshall be entitled to refuse or suspend the execution of any instructions for which the necessary funds were not timely provided both for the execution of the payment order and for the payment of the fee related to it.

Account crediting

2.46 For the amounts received in the account, the Bank reserves its right to deduct its fees from the amount of the payment order before crediting it to the Client's account. The Bank's fees are specified in the interest, fees and commissions List for private individuals.
2.47 The Client shall be informed through an account statement on the total amount of the payment operation and the fees applied.
2.48 The Client is obliged to immediately notify the Bank on any credit which it does not recognize or which he is not entitled to receive and which he knowshe cannot use, under penalty of the applicable law. If the Bank determines or is informed that an account has been wrongly credited, it may cancel the crediting thereof without sending any notification to the Client, and the operation shall be highlighted in the account statements.

Foreign currency and foreign currency operations

2.49 The amounts in foreign currency shall be, as of right and immediately, subjected to all the effects of the statutory and legal provisions applicable in the countried of the foreign currencies in question and/or in the countries of the correspondent banks that operate these currencies and/or in Romania, to all the measures taken by the authorities in the said countries and to all cases of force majeure and/or unforeseeable circumstances that may arise.

2.50 The Bank shall not be responsible for any consequences that cause damage to the Client, and which may result from the circumstances mentioned in art. 2.49, especially if such situation may cause the impairment, the total or partial temporary unavailability of such assets in the countries concerned.

Services of third parties

2.51 The Client understands and accepts that the Bank may use/benefit from the services of third parties in order to execute the orders of the Client and in order to conduct other agreements with the Client. The Bank shall be entitled to place the goods and/or the securities belonging to the Client in the custody of third parties on behalf of the Bank. The Bank shall not be responsible for any execution deficiency on behalf of such third parties.

Collection, delivery and storage services

2.52 If upon the Client's request the Bank agrees to provide securities storage services, the Bank shall only bear the risk of the moment when the securities are submitted to the Bank and taken by it at the territorial unit's counters.

Liability of the Bank

2.53 The Bank's liability towards the Client is limited to the damages suffered by it which are a direct and necesarry consequence of the failure to fulfill any obligation of the Bank and only when they are caused intentionally or by serious negligence by the Bank, in violation of the GBC. The Bank shall not be liable for any damage that the Client may suffer as a result of: (a) any event of force majeure or unforeseeable circumstances as they are described in art. 7.4; (b) the decisions of the Romanian, foreign or international authorities.

2.54 By these GBC, the Client consents that the Bank's liability cannot be invoked in case of force majeure or unforeseeable circumstances, as they are described in this art. 7.4.

2.55 If a payment transaction initiated directly by the paying Client that turns out it was not authorized by the Client, and if a payment which was properly authorized and which was not executed or was executed erroneously by the Bank, about which the Client had notified the Bank according to art. 3.4, the Bank: (a) shall reimburse the Client (as payment requester) immediately or at the latest at the end of the following working day after it has ascertained or was notified thereof, the amount related to the unauthorized payment transaction or to the faulty operation, unless it has reasonable grounds to suspect that a fraud has been committed and communicate those reasons in writing to the competent national authority; (b) where appropriate, it shall bring the Client's account which has been debited to the state it would have been if such unauthorized payment transaction or faulty operation had not happened; (c) ensures that the currency date of crediting of the paying Client's account will not be later than the date on which the amount was debited..

2.56 In case of a faulty payment transaction correctly ordered by the Client and which was not executed or which was improperly executed, regarding which the Client has notified the Bank in accordance with art. 3.4, the Bank is liable to the Client, unless it can prove to the Client and, where applicable, to the payment service provider of the payee as the latter (the payment service provider of the payment beneficiary) has received within the execution term agreed upon with the Client, the amount which is subject to the said payment operation. In this exceptional situation, the bank of the beneficiary will be responsible for the correct execution of the payment transaction. Where a payment transaction is executed late, the payment service provider of the payee shall, at the request of the payment service provider of the payer, ensure, that the value date of the crediting of the payment account of the payee is at the latest the value date that the amount of the payment transaction would have had if it had been properly executed.

2.57 In case it turns out that the Bank has not fulfilled its obligation to credit the Client's account (as beneficiary of the payment) or it has fulfilled it improperly, it shall immediately make availble to the Client the amount of the payment transaction and if necessary, it shall credit its account with the corresponding amount.

2.58 In case of a payment transaction which was not executed or which was executed improperly, the Bank, upon the request of the Client, will act without delay in order to identify the payment transaction and shall inform it about the results.

2.59 The Bank shall reimburse the Client all the fees and interest charged due to a defective execution of a payment transaction performed by the Bank.

2.60 The Bank shall not be liable for any loss suffered by the Client as a result of the execution of a payment transaction based on the unique identification code of the payment beneficiary (ex: IBAN) specified wrong, incorrect in the payment instruction. The bank shall not be obliged to carry out checks on the correspondence between the name of the beneficiary and/or other identification elements and its unique identification code, the authorizing officer being solely responsible for the correct completion of the payment order. At the request of the paying Client, the Bank shall make immediate efforts, irrespective of its responsibility, as appropriate, to identify and follow up the payment transaction and notify the Client of the results in the event of an unexecuted or incorrect payment transaction, in which the payment order is initiated by the paying Client. The Client will pay the amount of the investigation fee mentioned in the List of interest, taxes and fees for private individuals if the non-enforcement or incorrect execution of the payment transaction is not due to the Bank. The Banks involved in the investigation (the bank of the beneficiary of the payment/the correspondent banks) in turn may charge fees.

Liability of the Client

2.61 The paying Client shall bear all losses in respect of any unauthorized payment operation which he has caused as a result of fraud or intentional non-compliance or due to serious negligence of one or more of his obligations to use payment instruments in accordance with the provisions of art. 2.37 and 2.38 above. If the Client has not acted fraudulently, it shall not bear the financial consequences arising from the use of a lost, stolen, unentitled payment instrument in any of the following situations: (a) the loss, theft or misuse of the payment instrument could not be detected by the Client before a payment was made; (b) the loss has been caused by an action or by the absence of

an action by an employee, agent or branch of a payment service provider or entity to which activities have been outsourced; (c) after the notification referred to in art. 2.38; (d) where the Bank does not require strict customer authentication; (e) where the Bank does not provide the appropriate means to enable the notification at any time of a lost, stolen or used payment instrument.

2.62 the paying customer may be obliged, up to a maximum amount of EUR 30 or the equivalent in lei, to bear the financial consequences relating to any unauthorized payment operation arising out of the use of a lost or stolen payment instrument or its unentitled use, where he has not acted fraudulently, or has not intentionally infringed his obligations under art. 2.38.

2.63 the paying customer shall bear all losses in respect of any unauthorized payment operation if such losses were caused by himself as a result of fraud or breach, intentional or due to serious negligence, of one or more of the obligations referred to in art. 2.38. In such cases, the amount of no more than EUR 30 or the lei equivalent of this amount shall not apply. The assessment of the liability of the paying Customer shall take into account, in particular, the nature of the personalized security features of the payment instrument and the situations in which it has been lost, stolen or used without right.

Inheritances. Notification on death

2.64 In case of the death of the Client, its successors (including the legatees) and any authorized persons of the deceased shall immediately notify the Bank about such event and shall submit to the Bank the death certificate in original or a copy thereof certified by a notary public. The Account/Accounts of the deceased Client shall be blocked by the Bank on the date of submission of the death certificate or upon the receipt of a written notice on death. The Bank reserves the right to not calculate the interest on the credit or debit balances of the accounts of the deceased Client.

2.65 The Bank shall not be liable for any consequence if, prior to receiving the death certificate or the written notice on death, it meets the instructions given by one of the accoount delegates, co-owners of the accounts and/or of the property of the deceased Client or by the authorized persons of the co-owners conferred on them before or after the date of the death of the Client.

Proof of heirship

2.66 The heirs (including the legatees) shall submit with the Bank the certificate of inheritance issued by a notary public (original or certified copy) or the court order with the final mention (or final and irrevocable, as appropriate) which clearly provides the inheritance transmission, the heirship, the clear identification of the the accounts opened by the defunct with the Bank and the amounts or other property deposited with the Bank. The Bank is entitled and may request the heirs to submit any other documents it deems necessary or useful.

Joint rights over the properties

2.67 All transactions related to assets which belong to the inheritance, regardless whether these assets are registered in the name of the deceased Client or in the name of his/her spouse who has a joint ownership of such properties shall be carried out with the written consent of all the persons who are heirs (including the legatees) over the said properties as stated by the documents attesting the transmission of the inheritance.

2.68 The Client's heirs and the residuary legatees or those with universal title are indivisibly liable for all the deceased Client's obligations of any nature towards the Bank.

Continuation of the relationships with the successors

2.69 The Contractual relationships between the Bank and the Client shall continue with the heirs (including the legatees), unless the Bank decides otherwise.

2.70 Should the contractual relationship with the Client not be continued with the heirs, they shall pay any outstanding debts to the Bank as soon as possible.

3. BANKING DOCUMENTS

Banking documents. Account statements

3.1 The Client consents by the GBC: (a) to accept the account statements/ statements of fees as being compliant and accurate in any legal proceedings and for any other purposes and as representing the conclusive evidence of the Client's obligations, unless these account statements/ / statements of fees contain a flagrant mistake and (b) that these account statements/ statements of fees are valid without any signature or certification from the Bank.

3.2 The account statements are automatically generated by the Bank at the end of each month in which at least one transaction was recorded in the account (such as the inflows and outflows of funds). The Account statements are provided to the Client (sent/made available) free of charge once a month after the last day of each month for the previous month, in one of the following ways, depending on the Client's option expressed in the request for current account services for private individuals/subsequently: (i) by mail to the correspondence address of the Client or (ii) to the the territorial Units of the Bank, (iii) by e-mail. The Client receiving the Internet Banking for electronic banking service can view, save and print their statements also through this service. Should the Client want a duplicate of the account statement, he can request it through the Territorial Units of the Bank by paying a fee (applicable each time when a duplicate is requested for each month). The fee for issuing a duplicate of the account statement is mentioned in the interest, fees and commissions List for private individuals of the Bank.

3.3 The statement of fees are made available to the Client free of charge at least once a year, and includes a summary of all the fees charged during a previous 12-month period. The statement of fees is provided to the Client (transmitted/ made available) free of charge once a year, containing fees charged during a previous 12-month period and fulfilled in one of the following ways, depending on the Client's option expressed in the request for current account services for private individuals/subsequently: (i) on any sustainable medium previously agreed with the Client; (ii) on paper at the Client's express request.

3.4 The Client is obliged, immediately after receiving all the confirmations, account statements, statements of fees, notices or other communications sent by the Bank, to check whether the instructions given by the Client or by the Account Delegate have been correctly executed by the Bank. The Client must notify the Bank of any inaccuracies or errors it discovers in such confirmations, account statements, notices or other communications of the Bank.
3.5 All the transactions and the account statements, notices, and other communications of the Bank shall be considered approved by the Client if they had not been challenged in writing within 13 months from the date on which the transaction was performed and recorded in the account. This period shall not apply where the Bank has failed to fulfill its obligation to provide or make available information relating to this payment transaction.
3.6 Notwithstanding the provisions of art. 3.5, should the Bank discover that it has committed a mistake in terms of any figure in any calculation, confirmation, account statement, notice or other communication to the Client, the Bank shall rectify such a mistake without sending any notification, and the operation shall be evidenced in the account statements.

4. INTEREST, COSTS, CHARGES AND COMMISSIONS

Interest

4.1 The Bank shall calculate interest on the daily balance of the Client, in accordance with the interest rate stipulated in the interest, fees and commissions List for private individuals provided to the Client upon the beginning of the business relationship/subsequently, on paper or on another hard copy (including SMS).
4.2 The interest, fees and commissions List for private individuals is displayed in the territorial Units of the Bank and on the website www.tbibank.ro, it represents an appendix to these GBC being a part thereof. The interest rate is set by the Bank based on the account type and the value of the existing amounts in it. The Bank shall calculate, withhold and pay the tax on the interest related to the Client's accounts in accordance with the legal provisions in force.
4.3 The Bank shall monthly credit the interest to the Client's account on the last calendar day of the month. The interest shall be paid on the day the Client's account is credited for all the amounts held in the account until it will be effectively debited, including in situations where certain amounts are seized for settlement purposes.
4.4 Unless it is otherwise stipulated in other special agreements concluded between the Client and the Bank, the Bank shall charge penalties for unauthorized overdraft (penalty interest) provided in the interest, fees and commissions List for private individuals for all the amounts, including the fees, costs, charges, comissions and any other expenses incurred by the Bank under or in connection with the relationship with the Client and the Bank and which are not paid by the Client upon maturity. The Client expressly and knowingly confirms the level of the penalty interest and agrees that it reflects the (direct and indirect) damage incurred by the Bank and he understands to fully pay any penalty interest applicable under these GBC.
4.5 The Client declares that he was informed of the possibility of the Bank changing the value of the bonus interest rate paid to the balance of the current/savings account (unless it is otherwise provided in another special agreement concluded between the Client and the Bank) and/or of the interest charged (penalty interest) both in terms of increasing or decreasing it. Should the Bank decide to decrease the rate of the bonus interest on the amounts in the Client's accounts or increase the penalty interest, it shall notify the Client 2 (two) months prior to the application of the new values, in writing or on any hard copy (including by SMS) in accordance with art. 7.12. Should the Bank decide to increase the rate of the interest granted to the Client or to decrease the penalty interest, such changes may be applied without previously notifying the Client and the Bank shall notify it later at the earliest opportunity by any means available. The Bank shall display the updated interest, fees and commissions List for private individuals in the territorial Units of the Bank and on the website www.tbibank.ro.
4.6 If the Client does not accept the new amount of the interest, both the Client and the Bank have the option to cancel (terminate) the contractual relationship. The Client may exercise such right immediately and without additional costs from the Bank until the proposed date of entry into force of the new interest. Failure to receive a response by the Bank from the Client or the failure to terminate the contract until the proposed date of entry into force of the new interest rates, it shall be considered a tacit acceptance by him. In the event of termination of the agreement, the Bank shall provide the Client a reasonable period for the payment of any sums it owes to it. The costs charged in the event of withdrawal will correspond to the actual costs of the Bank, will be limited to covering them and will not lead to additional income or discourage The Client from denouncing unilaterally.

Costs, charges, commissions

4.7 For its services, the Bank is entitled to charge the Client commissions and taxes. These are specified in the List of interests, fees and commissions for private individuals, an integral part of these GBC. The List of interests, fees and commissions for private individuals is provided by the Bank to the Client on paper or on another hard copy, at the beginning of the contractual relationship, on the conclusion of a special agreement or upon the Client's request.
4.8 The Client states he was informed of the possibility that the Bank may change the amount of the fees and commissions, the provisions of art. 4.5 and art. 4.6 on the notification method and entry into force of the new interest shall be applied accordingly also in terms of fees and commissions. The Bank displays the List of interests, fees and commissions for private individuals in force in the territorial Units of the Bank and on the website www.tbibank.ro.
4.9 The Client agrees to pay for the Bank's services all the fees and commissions stipulated in List of interests, fees and commissions for private individuals in force at the said time and undertakes to inform/request information relating to costs, charges, commissions and fees requested by the Bank.
4.10 The Client shall be charged: (a) the fees and commissions applicable to the transactions made by the Client or on his behalf; (b) the costs incurred on behalf of or in the interest of the Client or in connection with his funds and transactions made by or for him; (c) the costs of intermediation of the Bank correspondents or other intermediaries; (d) all taxes, fees, costs and other amounts paid by the Bank in connection with and/or for all the measures taken

and the studies made in order to determine and evaluate the position of the Client, especially to obtain any information from the authorities or third parties authorized to provide such information or for any study that the Bank is required to develop upon the request of the Client or a third party authorized to make such requests or to investigate a complaint; (e) all taxes, fees, costs and other amounts paid by the Bank in connection with and/or for any actions taken or proceedings initiated by the authorities or third parties against the Client or that are taken by the Bank to preserve (eg.: by providing a guarantee) or to recover (including by enforcement) its rights on the Client; (f) the Bank's fees for services of exceptional nature that it could be required to provide as a result of the circumstances for which the Bank is not responsible; (g) all the other costs incurred by the Bank generated based on its relationship with the Client, either directly or through the account delegate.

4.11 The costs and fees of the Bank and/or its correspondents' which relate to the transactions initiated or to the instructions given by a Client shall be due even if those transactions and instructions are revoked or not executed.

4.12 The Client shall fully indemnify the Bank for any costs, expenses (including but not limited to: administrative fees, court costs, execution or recovery of debts, attorneys' fees, bailiffs' fees, etc.) or other obligations the Bank supports in the judicial or extrajudicial proceedings, arising from: (a) the fact that the Bank is involved in the legal proceedings or litigations between Client and the account delegate or any third party or (b) any breach by the Client of the special contracts concluded with the Bank.

4.13 The execution by the Bank of certain instructions received from the Client or the account delegate can be subject to the prepayment of the amounts specified in art. 4.10 or to the provision of a guarantee in order to guarantee them.

Automatic debiting

4.14 The Client authorizes/mandates the Bank through these GBC to automatically debit his account/accounts in lei and/or foreign currency, without previous notice, with all the amounts he owes to the Bank, for any reason, representing principal, interests, costs, charges, commissions, fees, taxes and/or other expenses. If the Client does not have enough cash in his accounts in lei and/or foreign currency, the Bank is authorized (but not obliged) to debit the credit line benefiting the Client (if applicable) all amounts that he owes to the Bank.

4.15 Any such debit transaction shall be considered by the Bank as a previously authorized instruction from the Client. The Bank has the right to refuse any transaction if, after such transactions and the payment of the related commission, it result in a debit balance in the Client's account.

Invoice date

4.16 The invoice date is the date agreed by the Client with the Bank for the payment of commissions on certain products and/or services specfic to the Bank.

5. GUARANTEES

5.1 Client shall constitute, upon the request of the Bank, adequate guarantees to ensure the fulfillment of his obligations to the Bank in the manner and form requested by the Bank (the Client being unable to provide, at his choice, real or personal guarantees that he would consider sufficient but with the express prior written consent of the Bank) or to supplement these guarantees. The Client agrees to sign any document/form required by the Bank for the registration of guarantees created by the Client in favor of the Bank, under these GBC.

5.2 If the Client fails to fulfill any of his obligations to the Bank when they become due, being late by default, then all the debts and obligations of the Client to the Bank shall become immediately and fully payable upon the first written notice of the Bank addressed to the Client. The Bank reserves the right to obtain the execution of all its rights stipulated in these GBC by all the legal means.

Creation of guarantee. Compensation

5.3 In order to cover the risk related to any potential commitments under the condition or of a Client, the Bank may automatically debit, at any time, the account/accounts of the Client in lei and/or in foreign currency with the amount required in order to constitute a guarantee. When the commitments secured in this way become due, the Bank may use this guarantee to extinguish all or part of the debt. The compensation provided in art. 5.4 shall apply accordingly.

5.4 The Client agrees that the Bank has, at any time, the right, but not the obligation to compensate according with the provisions of art. 1617 from the Civile Code the claims that the Bank has against the Client with the claims that the Client has towards the Bank, whatever the currency in which these claims are expressed.

5.5 The claims expressed in foreign currencies shall be compensated at the rate of the Bank available at the time of compensation.

Withdrawals

5.6 The cash withdrawals that exceed a certain limit set by the Bank shall be notified to the Client with 24 (twenty-four) hours in advance.

5.7 The Bank shall establish limits on cash withdrawals (including through the electronic terminals of the Bank, if applicable) under its policy, technical restrictions and legislation in force. The client may contact the Bank before any withdrawal to obtain information on these limits. The Bank shall not be held liable for the consequences arising from the failure of the Client to execute this dilegnce.

The credit and debit balance of the Current Accounts

5.8 The current accounts shall always highlight a credit balance.

5.9 Notwithstanding the provisions of art. 5.8, a debit balance technically highlighted in the current account of the Client (unauthorized overdraft) cannot be considered a credit granted to the Client, and in any case it cannot be invoked as constituting a right to maintain this debit position. The existence of this debit balance shall constitute for the Bank a debt which payment is due entirely automatically, without requiring any notice of default or prior request. On the unauthorized overdraft, the Bank shall charge a penalty interest according to art. 4.4.

6. PRODUCTS AND SERVICES GRANTED BY THE BANK

6.1 The Bank may provide the Client, at his option, the following products and services, without limitation however to: current accounts, deposit accounts, savings products, debit and credit cards, credit facilities, mortgages, deposits, custodial services that can be subjected, each one of them, to some special terms and conditions. The products and services offered by the Bank can be changed, varied or withdrawn by the Bank at any time. The Bank shall notify the Client before stopping or terminating the provision of the service and/or product.

7. FINAL PROVISIONS

Confidentiality

7.1 The Bank shall maintain the confidentiality on the Client's information and shall not disclose any information about the Client's accounts or activity during or after the relationship between the Client and the Bank. However, it can provide information about the Client, including related to his accounts and activity, if this is stipulated by law, in which case the Client shall provide his full support and shall provide all the necessary information in order to comply with the law.

7.2 The confidentiality obligation does not apply if: (a) the information disclosed under a legal provision or an order issued by a public authority; (b) the disclosure of the information protects the Bank against imminent loss; (c) the disclosure is made with the authorization of the Client; (d) the disclosure of information is made by other entities within the TBI Group where information is stored and distributed in a strictly controlled manner and where the employees of these companies are subject to strict rules on the access to confidential information and the use thereof. Such disclosures shall be made: (i) to facilitate the processing of the operations for the benefit of the Client; (ii) to monitor the exposures to credit and risk; (iii) to comply with the legal obligations; (v) to ensure an equal treatment to the Client and other partners.

Force Majeure and Fortuitous Event

7.3 The Bank shall not be liable in case of delayed fulfillment or non-fulfillment of its obligations due to force majeure or fortuitous event, as defined in the Civil Code art.1.351.

7.4 A force majeure is any external event or circumstance, independent of the Bank's control, unpredictable, absolutely invincible and inevitable and a fortuitous event is an event that cannot be predicted nor prevented by the Bank.

7.5 The fortuitous events and the force majeure include, without limitation, natural disasters, fires, strikes (of its employees or other employees), labor disputes, war, invasion, acts of foreign enemies, hostilities or operations similar to the war (whether the war was declared or not), insurrection or riots, armed or popular movements, rebellions, revolutions, martial law or state of siege, embargoes, deficiencies, from any reasons, of energy supply or of the telecommunications networks, computer viruses, deficiencies of the suppliers or subcontractors, interruptions, suspensions or delays, from any reasons, of the payment systems, of any other method of electronic transmission of funds, of the equipment or software or telecommunications, requirements or regulations of any military or civilian authorities.

7.6 In case of intervention of any events or circumstances such as those mentioned above, the Bank shall make all the efforts to assist the Client and to minimize any possible negative effects towards him.

Severability/Partial invalidity

7.7 Each of the provisions of the GBC is independent of the others. If any provision is or becomes unenforceable, unwritten, ineffective, is declared invalid or unenforceable for any reason, it shall not affect or diminish the validity or enforcement of other provisions of the GBC which shall remain valid as if such provision had not existed, not causing the nullity of the GBC or the special contracts concluded in addition to the GBC. If necessary, and where appropriate, the invalid clauses shall be replaced by law with applicable legal provisions.

7.8 In addition to the GBC, to certain types of operations or transactions concluded or which may be concluded between the Client and the Bank shall apply the provisions of the specific contracts. In case of conflict between the existing provisions in these GBC and the provisions contained in the specific contracts, the documents and/or the distinct forms concluded between the Bank and the Client on the same date or after the coming into force of these GBC, shall prevail the special provisions in those contracts, documents and/or forms that govern these transactions between the Client and the Bank, except when the Bank and the Client agree otherwise, in writing. Modification or termination of any of the specific contracts concluded between the Client and the Bank shall be done under the special conditions stipulated by the said contract and do not affect the validity of other specific contracts or these GBC.

Assignment

7.9 The Client cannot assign, transmit or transfer in any way his rights and/or obligations to the Bank resulting from the GBC, except with the express consent of the Bank.

7.10 The Bank may assign, transmit or transfer, in whole or in part, under the law, the rights and/or its obligations to Client arising from GBC to any third party chosen by the Bank, by assignment of the GBC and/or novation, debt assignment or any mechanism for the transmission of rights and/or obligations recognized by law, and the Client agrees, in advance and irrevocably, with any such assignment/transfer.

7.11 The Client understands and accepts that the Bank shall have the right to transfer to other authorized financial institutions the funds held on behalf of the Client. The Client declares that he exempts the Bank of its obligations arising from the GBC or the special contracts concluded by the Client with the Bank from the moment he is notified of the assignment/transfer.

Notifications

7.12 Unless otherwise provided in these GBC, all notices or other communications of the Bank addressed to the Client, depending on the nature of the notification, shall be done in one of the following ways: (a) by a letter handed over personally or sent by mail, by simple letter or by registered letter; sending it by courier shall be considered to be handed over personally; (b) by telephone; (c) by fax; (d) by e-mail, (e) via SMS; (f) by account statement; (g) via electronic bank service Internet Banking, if any, if the Client has contracted this service or (h) through the Bank's website www.tbibank.ro. If the Client is represented by more than one account delegate, any notification or communication of the Bank, if it is sent to one of them, shall be considered to be sent to all of them.
7.13 Any such notification or communication shall be deemed to be delivered: (a) on the moment it is handed over, if handed over personally; or (b) within 3 (three) business days after the submission by mail as simple letter or registered letter, if it is mailed by post in Romania; or (c) within 5 (five) business days after the submission to the post office, if it is mailed abroad; or (d) by the end of the telephone conversation; (e) upon the receipt of the confirmation of the transmission (meaning that all the pages constituting the communication were transmitted to the recipient) if transmission by fax; (f) upon transmission, in case of transmission by email, internet banking, bank statement and/or SMS or (g) upon posting, where communications are made via www.tbibank.ro.
7.14 The notifications of the Bank to the Client shall be sent to the contact details specified by the Client in the Application for current account services for private individuals or subsequently provided in writing by the Cliento to the Bank by special forms for Client data update. Contact details mean: postal mailing address, email address, telephone number and/or mobile phone number or fax number. The Client agrees by these GBC that the Bank shall not be held liable for the consequences arising from not receiving the notifications because he did not inform the Bank, by filling in the special forms provided by the Bank, or as otherwise agreed by the parties, on any changes to his contact details, and other data and information submitted to the Bank.
7.15 In the Client fails to notiy the Bank on the change to his contact details, the notifications/communications sent by the Bank to the Client to the address/contact details existing in the Bank's records, shall be considered as valid.
7.16 Except the case when in the GBC it is provided otherwise or the Bank instructs/expressly agrees with another method, the notifications, requests or any other communications of the Client addressed to the Bank based on the GBC shall be provided: (a) in writing, on the special forms provided by the Bank; (b) by e-mail to the address: office@tbibank.ro. The notifications, requests or any other communications to the Client shall be considered by the Bank only if they contain sufficient identification data of the sender (such as last name, first name, CNP) and provided that they coincide with the identification data in the Bank's records.

PERSONAL DATA PROTECTION AND PROCESSING

7.17 The Bank processes the personal data of the Client in good faith, based on Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of private individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive no. 95/46 EC - (General Data Protection Regulation), Law no. 506/2004 on the processing of personal data and the protection of privacy in the electronic communications sector, as well as other regulations or guidelines which are applicable to the Bank or to which it adhered. The Bank processes these data in accordance with the provisions of the privacy Policy, available on the website www.tbibank.ro and on request in any territorial unit of the Bank.

Governing Law and Jurisdiction. Dispute settlement

7.18 The relations between the Client and the Bank shall be governed by the laws of Romania, except for deposit guarantee according to art. 8.4, in which case the Bulgarian law shall apply.
7.19 The parties shall attempt to amicably resolve any disagreement arising out of or in connection with their contractual relationship under these GBC or other contracts that are supplemented by these GBC. If amicable settlement is not possible, the parties shall address the competent courts attached to Bank in Bucharest. Also, the Client was informed that he has the opportunity, in order to solve any complaints, to address the National Authority for Consumer Protection, with headquarters in Bucharest, Sector 1, Bulevardul Aviatorilor nr. 72, telephone 021.9551, 021.307.67.84, e-mail office@anpc.ro, website www.anpc.gov.ro or to the National Bank of Romania (for mediation of disputes on payment services).
7.20 Also, in order to resolve the disagreements or a dispute with the Bank, the Client may appeal to extrajudicial mechanisms for the amicable settlement of disputes in accordance with Law no.192/2006 on the mediation and the mediator profession organization by signing a mediation agreement with the assistance of an authorized mediator. The information on the procedure of mediation, and the list of authorized mediators can be found on the website: www.cmediere.ro. Moreover, in order to solve any complaints or disputes, in case they cannot be solved following a complaint submitted directly by Client to the Bank, the Client can address the Centre for Alternative Dispute Resolution in the Banking System, with headquarters in Bucharest, Str. Sevastopol 24, et. 2, sector 1, zip code 10992, Romania, website: http://www.csalb.ro.

Termination

7.21 This contract is concluded for an indefinite period and may be terminated: (a) by the parties' agreement or (b) by unilateral termination by the Client/Bank or (c) by termination by the Bank or (d) by any other means agreed between the Client and the Bank based on contractual documents that constitute this contract.
7.22 In case of payments accounts/ current accounts with basic features (whose features are described in art. 48 paragraph (1) of *Law no.258/2017 on the comparability of the fees for payments accounts, change the payments accounts and access to the payments accounts with basic features*, the Bank may decide to unilateral denounce the contract, if it is fulfilled at least one of the following conditions: (a) the Client has deliberately used in the payments account with basic features for illegal purposes; (b) the Client did not ordered any transaction on the payments

account with basic features for over 24 consecutive months; (c) the Client has supplied incorrect information in order to open the payments account with basic features; (d) the Client is no longer resident In the European Union; (e) the Client subsequently opened a second payments account to another bank in Romania, which allows the usage of the basic features mentioned in the art. 48 paragraph (1) of Law no. 258/2017 on the comparability of the fees for payments accounts, change the payments accounts and access to the payments accounts with basic features.Termination of the Contract shall have the effect of closing the account and all services attached to it. In the event of termination for any of the reasons in (b), (d) and (e) above, the Bank shall inform the Client in writing and free of charge of the reasons and justification for termination at least 2 months in advance, unless this conflicts with national security and public order objectives. In cases (a) and (c) above, termination shall take effect immediately. If the Bank decides to terminate for any of the reasons in points (a), (c) above.

7.23 In case the contractual relationship terminates for any reason, the Bank shall close all Client's accounts and shall denounce all the specific contracts concluded with him. Notwithstanding this provision, the Bank has the option to terminate only one or some of the specific contracts concluded with the Client, having as object certain products or services offered to him by the Bank, maintaining in force the other contractual relationships with the Client. Thus, the Bank has the right to close/suspend one or more of the Client's accounts, for example, if he does not use it/them for a period of 6 (six) consecutive months.

7.24 The current accounts through which the Client has not performed operations for a period of at least 6 (six) months and which have sold 0 (zero) or debtor, shall be classified as accounts without activity (hereinafter “dormant accounts”) . They are not considered as lending operations in the account the crediting thereof with the interests paid by the Bank and debiting of the account with the value of the fees/charges owed by the Client in connection with the account.

7.25 The Bank shall continue to charge fees and commissions for the accounts with “dormant” status as long as there is a credit balance. The Bank shall also continue to calculate the credit/debit interes based on the characteristics of each account, whether the account balance is debtor or creditor.

7.26 The Bank may decide at any time to close the said “dormant” account with sold 0 (zero) or debtor, without subsequent notice to the Client.

7.27 After processing a debit or credit transaction on the “dormant” account, it will automatically be reactivated by the Bank, after the transaction, the account shall remain “active” and can again become “dormant” under the conditions described in this section. The Bank shall not inform the Client on the change of the account into “dormant” or on the activation of the account. After activating the account, the Bank has the right to extinguish any possible amounts owed by the Client and unpaid by him on maturity.

7.28 The Bank has no obligation to provide the Client with the account statement in the period in which the account is in the dormant state. After termination, the pending obligations related to the specific contracts between the Client and the Bank shall be fulfilled immediately. Until the fulfilment of these obligations, these GBC shall remain in force. The termination of the contractual relationship shall not affect the fulfillment of the existing obligations of the Client to the Bank. If the Client has paid fees or commissions in advance, they shall be refunded proportionately by the Bank to the Client.

7.29 In all the cases of closing an account, the limitation period in which the Client can request the repayment of the sums representing the credit balance on the account at its closing date is of 5 years and starts to run from the date the Client's account is closed.

7.30 The Bank may unilaterally terminate the contractual relationship with a previous notice of at least 2 (two) months before the date on which the denunciation shall take effect, addressed to the Client, submitted on writing (paper or another durable medium), without additional costs for the Client.

If the contract regarding the payments account with basic features is terminated by the bank in one or more of the grounds referred to in art. 7.22 paragraph (b), (d) and (e), the Bank shall inform the Client, with the addition of the reasons and justification of the termination of the Contract. If the Contract regarding the payments account with basic features is terminated by the bank, in accordance with the terms of art. 7.22, paragraph (a) and (c), the termination shall take effect immediately. After the expiration of this term, the contractual relationship shall be terminated without the need for further formalities and without the intervention of any court.

7.31 The Bank shall be entitled to terminate the contract by simple written notice of the Client with immediate effect from the date mentioned in the notice in case of: (a) a non-fulfillment of any obligation, including for repeated small non-compliance matters, (b) the Bank identifies an important reputational risk due to the continuation of the contractual relationship with the Client and/or the Client fraudulently uses the banking services and/or the Bank has suspicions with regards to the purpose and/or nature of the transactions undertaken or arranged in connection with the Client's bank account, (c) repeated violation by the Client of his obligations under the GBC, or in case of clearly showing the Bank the intention not to comply with any of these obligations, (d) the Client has provided false information/documents on opening an account, (e) the Client has used documents which lack of authenticity was acknowledged by the Bank subsequently to the approval of the business relationship, (f) the Client has violated the law, (g) judicial/extrajudicial disputes between the Client, account delegate and/or successors in title of the Client (h) other situations stipulated by the Bank's internal procedures in applying the legislation. The fees charged periodically for payment services shall be charged to the Client proportional with the period preceding the termination of the Contract. If the fees are paid in advance, they shall be reimbursed proportional by the Bank.

7.32 The Client is in default by law in case of failure to comply, on the term agreed with the Bank or determined unilaterally by the Bank, with any obligation that is likely to be honored/fulfilled by the Client within a term.

7.33 The Client can exercise the right to unilaterally terminate the contractual relationship only after complying with the obligation to pay in full all his debts to the Bank, with a notice of 30 (thirty) calendar days without additional fees or costs. In this regard, the Client shall appear personally at the Bank, and shall fill in the appropriate form provided by the Bank. The application for unilateral termination made by the Client is not effective with regards to the performances executed or under execution.

8. OTHER CLAUSES

8.1 The undersigned, the Client, I agree and expressly accept the content of each clause contained in the GBC, including, but without limitation to the clauses regarding to: the way the Bank may modify the content of GBC (clauses specified in art. 1.9, art. 1.10 art. 1.11), the exercise of the Bank's right to not open the account, to block my account or to terminate the business relationship (clauses specified in art. 2.5, art. 2.8, art. 2.9), to restrict my right to transfer the mandate given to the account delegate/delegates to a third party (clause specified in art. 2.15), the specific procedure in relation with the Bank on the communication of the revocation of the mandate given to the account delegate/delegates (clauses stipulated in art. 2.17, art. 2.18), the exercise of the Bank's right to block my account until the settlement of the claim, dispute or conflict situation in relation to the appointment or revocation of the account delegate/delegates on the receipt by the Bank of such conflicting instructions regarding the operations on the account (clauses stipulated in art. 2.21, art. 2.22), the Bank's right not to execute the payment orders/instructions received from me/account delegate in certain circumstances (clauses stipulated in art. 2.24, art. 2.25), the limitation of the Bank's liability in some cases of performance of payment orders/instruction from me/my account delegate/delegates (clauses stipulated in art. 2.26, 2.27, 2.28, 2.29, 2.30), the limitation of the Bank's liability for various mentions related to the payment instructions or in case I use the means of communication of the instructions which is not approved by the Bank, or the receipt by the Bank of erroneous, redundant or insufficient instructions (clauses specified in art. 2.33, art. 2.34, art. 2.36, art. 2.41), the limitation of the Bank's liability in case of imposition of liens or garnishments (clause specified in art. 2.42), the limitation of the Bank's liability in case of refusal or suspension of the performance of the instructions sent for cases of lack of cash, insufficient cash, or non-payment, in advance, of the costs for the services provided (clause specified in art. 2.45), the exercise of the Bank's right to deduct the fees related to the amount of the payment order before crediting it to my account (clause specified in art. 2.46), the limitation of the Bank's liability in the event of damage to my heritage due to currency operations (clause specified in art. 2.50), the limitation of the Bank's liability in the event of deficiencies in the services provided by third parties in executing my orders/instructions (clause specified in art. 2.51), the limitation of the Bank's liability in the event of damage to my heritage when they are a direct and necessary consequence of the failure of the Bank to fulfill any obligation, in case of force majeure, unforeseeable circumstances or the intervention of the authorities' decisions (clause stipulated in art. 2.53), the limitation of my right to invoke the Bank's liability in case of force majeure and/or unforeseeable circumstances (clause specified in art. 2.54), the limitation of the Bank's liability for the loss suffered by me, due to the wrong, incorrect indication of the identification code mentioned in the payment instructions (clause specified in art. 2.60), the extension of the liability towards the Bank of my (potential) heirs and/or residuary legatees, in the meaning of their liability indivisibility (clause specified in art. 2.65), the limitation of my right to oppose exceptions on the compliance and accuracy of the contents of the account statements in any legal proceedings (clause specified in art. 3.1), the limitation of my right to oppose exceptions regarding the approval of the transactions (clause specified in art. 3.4), the Bank's right to unilaterally change the value of the interest rate paid on the current/savings account, and the amount of the fees (clauses specified in art. 4.5, art. 4.7), the Bank's right to be compensated by me for any costs and/or other categories of expenditure that the Bank bears in the judicial proceedings determined by disputes between me and the account delegate or due to the violation of the GBC by me (clauses specified in art. 4.12, art. 4.13), the limitation of the Bank's liability for the situation in which, if it performed my payment instruction, it would result in a debit balance in my account (clause specified in art. 4.15), the Bank's right to debit from my account/accounts, automatically, at any time, the amount required in order to constitute a guarantee to extinguish all or part of my duty towards the Bank (clause specified in art. 5.2, art. 5.3), the Bank's right of offset, at any time, at the exchange rate of the Bank valid at the time of the compensation, my account/accounts in Lei and/or foreign currency, the receivables that the Bank has towards me, regardless of the foreign currencies in which these claims are expressed (clause specified in art. 5.4), the limitation of the Bank's liability for the situation in which I do not meet the limits of the withdrawals in cash or if I do not make the necessary efforts to inform myself at the Bank with regards to these limitations prior to withdrawal (clause specified in art. 5.7), the Bank's right to consider me out of the rights of the term for the payment of a debt in case of occurrence of a debit balance (clause specified in art. 5.9), limitation of the Bank's liability for failure to perform or for late perfromance of the obligations in case of occurrence of the force majeure or unforeseeable circumstances (clause specified in art. 7.3, art. 7.4), limitation of my right to assign, convey or transfer the rights and/or obligations towards the Bank (clause specified in art. 7.9), the Bank's right to assign, convey or transfer the rights and/or obligations towards the Client (clause specified in art. 7.10), the establishment of the Romanian law as the applicable law of the GBC, except the case when the Bulgarian law is established as the applicable law for the amounts deposited by the Client in current, deposit and savings accounts opened with the Bank (specified in art. 7.18, art. 8.4), the possibility of me addressing the entities of alternative dispute/complaints settlement that may result from the perfromance of the contractual relationship (specified in art. 7.19, art. 7.20), the Bank's right to unilaterally terminate the contractual relationship (clause specified in 7.30, art. 7.31), the Bank's right to request me the equivalent for the damage caused should I cause damage to the Bank by not complying with the legal or contractual provisions (clause specified in art. 8.7).

Applicable legislation. The deposit guarantee scheme.

8.2 This Contract for current account is concluded in Romanian. The communication language between the Client and the Bank may be Romanian or English, according to the Client's option in the Applucation for current account services for private individuals. If any part of the GBC or a specific contract is drawn up, in addition to the Romanian version, in any other language or simultaneously in different languages, the Romanian version shall always prevail.

8.3 Any indication or reference to an article in the GBC shall be understood to refer to an article in these GBC, except when expressly indicated, there is a reference to the articles of other specific contracts concluded between the Client and the Bank or to various legal provisions.

8.4 The amounts deposited by the Client in the current accounts, deposits and savings accounts opened with the Bank are guaranteed by the Deposit Guarantee Scheme in Bulgaria, according to the Bulgarian legislation in force, namely the Bank Deposit Guarantee Law, law displayed to inform the Client, in certified translation to Romanian on the website of the Bank www.tbibank.ro. The Bank provides the Client, by displaying at the territorial Units of the Bank, the information on the maximum guaranteed deposits constituted with the Bank.

8.5 By signing the Current Account opening form for private individuals, the Client has received from the Bank the form for the information provided to the depositors and agrees to receive this form before concluding any new contract is concluded, but at least once a year by e-mail or upon request at the Bank's territorial Units.

8.6 The failure of the Bank to exercise any right deriving from GBC or the late exercise of such a right does not constitute a waiver of such right from the Bank. The Bank shall be entitled to exercise or not its rights under the GBC, as it thinks fit.

8.7 By concluding the GBC, the Client agrees that should he harm the Bank by breaching the law or contract provisions, to pay unconditionally, upon the simple request of the Bank, the equivalent of the damage caused, and should he fail to do so, the Bank shall be entitled to proceed to to the use of any claims, Client's property assets, under the common guarantee law of the creditors.

8.8 The following appendixes are part of the contents of these GBC: Appendix 1: deadline for receiving the documents and processing in the same bank working day; Appendix 2: List of interests, fees and commissions for private individuals; Appendix 3: Form for the information provided to depositors.

8.9 These GBC replace the previous version of the GBC.

8.10 The Contract for current account shall effectively enter into force only upon the Bank's approval of the Application for current account services for private individuals fully filled, signed and filed with the Bank by the Client.