

Termeni si conditii aferenti serviciului de intermediere titluri de valoare pentru investitori institutionali

/Terms and conditions related to intermediation of securities for institutional investors

Prezentul document nu reprezinta o oferta sau un contract si nu obliga Raiffeisen Bank S.A./The present document does not represent an offer or an agreement and does not create obligations for Raiffeisen Bank. S.A.

Documentul este pus la dispozitia clientului cu scop de informare conform cerintelor legale. The document is made available to the client for information purposes according to the legal request.

Pentru incheierea unui contract va rugam sa luati legatura cu responsabilul de clientela. In order to conclude an agreement please contact the relationship manager.

Art. 1. Definitii

Daca nu se specifica altfel, cuvintele si expresiile urmatoare vor avea intelesul stabilit in acest articol. Termenii folositi cu majuscule in Contract, care nu sunt definiti in mod special, vor fi folositi avand intelesul stipulat de Legislatia aplicabila, in documentul de prezentare MiFID II al Raiffeisen Bank S.A sau in politica de executare a Raiffeisen Bank S.A.

„Agent Custode” reprezinta intermediarul care desfasoara in aceasta calitate servicii de custodie si administrare de instrumente financiare pentru Client, in baza unui contract distinct, si care preia obligatiile de decontare, transfer si depozitare ale Clientului aferente Instructiunilor care fac obiectul prezentului Contract;

„CGB” inseamna Conditile Generale de Derulare a Operatiunilor Bancare pentru Persoane Juridice si Entitati fara Personalitate Juridica, care constau in termenii generali si conditii de afaceri ale Bancii, asa cum sunt modificate de aceasta, din cand in cand;

„Cont” inseamna un cont curent deschis in numele Clientului pentru decontarea tranzactiilor cu Titlurile de valoare, utilizat doar in cazul in care decontarea numerarului direct de Agentul Custode nu este permisa (e.g. tranzactiile cu titluri de stat pe piata primara) si care evidentiaza intrarile/iesirile de numerar ex. sumele aferente decontarii subscrierilor si platii comisioanelor. Toate conditiile legate de deschiderea si functionarea contului curent inclusiv comisioanele, tarifele si dobanzile aferente sunt stabilite in contractul de cont curent;

„Instructiune” inseamna un ordin ferm transmis Bancii cu privire la tranzactiile si Serviciul de Intermediere care fac obiectul prezentului Contract respectiv cu privire la tranzactii si operatiuni cum ar fi dar fara a se limita la: achizitia/vanzarea subscrierea/rascumpararea

Article 1. Definitions

Unless otherwise specified, the following words and expressions shall have the meaning set in this article. The capital terms used in this Agreement and which have not been defined explicitly shall be used with the meaning specified in the Applicable Legislation, in MiFID II presentation document of Raiffeisen Bank S.A. or in the clients' order execution policy of Raiffeisen Bank S.A.

„Custodian Agent” represents the intermediary which provides in this capacity custody services and administration of the financial instruments for the Client, on the grounds of a different agreement, and which undertakes the settlement, transfer and depositary obligations of the Client related to the Instructions that form the subject matter of the present Agreement;

„CGB” means the General Banking Business Terms for legal Entities and Entities without Legal Personality, consisting in general terms and business conditions of the Bank, as they are modified by the Bank, from time to time;

„Account” means the current account opened on behalf of the Client for the settlement of the transactions with Securities, used only if the cash settlement by the Custodian Agent is not permitted (e.g. government securities on primary market) that registers cash inflows/outflows shall be handled e.g. amounts related to cash settlement of the subscription and payment of the fees. All the conditions regarding the opening and the functioning of the current account including the respective commissions, fees and interest rates are set in the current account Agreement;

„Instruction” means a firm order sent to the Bank regarding the transactions and Intermediation Service subject matter of the present Agreement, respectively regarding transactions and operations as are without limitation: acquisition/selling, subscription/redemption of the Securities, transmitted and duly given, in the form prescribed by the Bank;

Titlurilor de valoare, transmis in baza prezentului Contract, in forma ceruta de Banca;

„Legislatie aplicabila” inseamna legislatia din Romania aplicabila Contractului si operatiunilor cu titluri de valoare, incluzand fara a se limita la: Legea 126/2018 privind pietele de instrumente financiare; Regulamentul UE nr. 600/2014 privind pietele instrumentelor financiare; Regulamentul nr. 5/2019 privind reglementarea unor dispozitii referitoare la prestarea serviciilor si activitatilor de investitii conform Legii nr. 126/2018 privind pietele de instrumente financiare, emis de ASF; Regulamentul ASF/Banca Nationala a Romaniei (BNR) nr. 10/4/2018 privind protejarea instrumentelor financiare si a fondurilor care apartin clientilor, obligatiile de guvernanta a produsului si normele aplicabile la acordarea sau primirea de onorarii, comisioane sau alte tipuri de beneficii pecuniare sau nepecuniare; Legea 24/2017 privind emitentii de instrumente financiare si operatiuni de piata; Regulamentul nr. 5/2018 privind emitentii de instrumente financiare si operatiuni de piata; Regulamentul UE 565/2017 de completare a Directivei 2014/65/UE in ceea ce priveste cerintele organizatorice si conditiile de functionare aplicabile firmelor de investitii si termenii definiti in sensul directivei mentionate; Ordinul Ministerului Finantelor Publice (MF) nr. 318/2022 pentru aprobarea Regulamentului-cadru privind operatiunile de piata cu titluri de stat pe piata internă; Regulamentul BNR nr. 7/2016 privind piata primara a titlurilor de stat administrata de BNR; Regulamentul BNR nr. 12/2005 privind piata secundara a titlurilor de stat administrata de BNR; Norma BNR nr. 1/2006 in aplicarea Regulamentului nr. 12/2005 privind piata secundara a titlurilor de stat administrata de BNR; Codul Depozitarului Central; Hotararea Guvernului nr. 1470/2007 pentru aprobarea Normelor metodologice de aplicare a Ordonantei de urgenta a Guvernului privind datoria publica, astfel cum acestea vor fi modificate ulterior, precum si toate si orice act normativ care le completeaza/abroga, sau orice alta legislatie care ar putea fi aplicabila Contractului sau necesara pentru derularea Contractului, dupa caz.

„PRIIP” inseamna Regulamentul UE nr. 1286/2014 privind documentele cu informatii esentiale referitoare la produsele de investitii individuale structurate si bazate pe asigurari. Mai multe detalii in acest sens sunt disponibile pe site-ul RBRO: www.raiffeisen.ro la sectiunea Despre noi/Guvernanta Corporativa, <https://www.raiffeisen.ro/ro/despre-noi/guvernanta-corporativa/priips.html> aplicabila Clientilor care sunt incadrati in categoria Retail conform evidentelor Bancii.

„Reprezentant autorizat” inseamna persoana desemnata si autorizata de catre Client conform Anexei 1 *“Lista Reprezentantilor autorizati”* sa

„Applicable Legislation” means the legislation in Romania applicable to the Agreement and to the relationships of securities including but not limited to: Law no. 126/2018 on markets in financial instruments; Regulation (EU) no. 600/2014 on markets in financial instruments; Regulation no. 5/2019 with regards to the regulation of some provisions regarding the provision of services and investment activities according to Law no. 126/2018 on the markets in financial instruments issued by FSA; Regulation FSA/National Bank of Romania (NBR) no. 10/4/2018 with regard to safeguarding of financial instruments and funds belonging to clients, product governance obligations and the rules applicable to the provision or reception of fees, commissions or any monetary or non-monetary benefits; Law 24/2017 regarding issuers of financial instruments and market operations; Regulation no. 5/2018 with regards to issuers and markets operations; Regulation EU 565/2017 supplementing Directive 2014/65/EU as regards organisational requirements and operating conditions for investment firms and defined terms for the purposes of that Directive, Order of the Ministry of Public Finance (MF) no. 318/2022 regarding the approval of the Framework regulation regarding the transactions with government securities on the internal market; NBR Regulation no. 7/2016 regarding the primary market for government securities managed by NBR; NBR Regulation no. 12/2005 on secondary market for government securities managed by NBR; NBR Norm no. 1/2006 for the enforcement of Regulation no. 12/2005 on secondary market of government securities managed by NBR; Codul Depozitarului Central; Government Decision no. 1470/2007 for the approval of the methodological Norms for the application of the Government Emergency Ordinance on public debt, as these shall be changed later, and all and any bill that complement/repealed or any other type of legislation which might be applicable to the Agreement or for the purpose of its performance, as the case may be.

„PRIIP” means Regulation (EU) no. 1286/2014 on key information documents for packaged retail and insurance investment products. More details in this regard are available on RBRO's website: www.raiffeisen.ro under the section Corporate Governance, <https://www.raiffeisen.ro/ro/despre-noi/guvernanta-corporativa/priips.html> applicable to clients which are qualified as Retail Clients.

„Authorised Representative” means the person appointed and authorized by the Client according to Appendix 1 *“ List of Authorised Representatives”* to sign documents and give Instructions regarding the performance of the present Agreement; until the due notification of

semneze documente si sa dea Instructiuni cu privire la derularea prezentului Contract; in masura in care Clientul nu notifica Banca in mod contrar, Clientul este cel care ia decizia de tranzactionare in baza prezentului Contract;

„Titluri de valoare” inseamna instrumente financiare de tipul dar fara a se limita la:

- (i) obligatiuni corporative;
- (ii) titluri de stat;
- (iii) alte titluri de valoare care ar face parte din oferta Bancii la momentul instructiunii (instrumente ale pietei monetare, actiuni si alte titluri echivalente acestora, precum si certificate de depozit pentru actiuni, orice alte titluri care confera dreptul de a cumpara sau de a vinde asemenea valori mobiliare sau care conduc la o decontare in numera stabilita in raport cu aceste, titluri de participare la fonduri de investitii listate.

“Zi Lucratoare” reprezinta o zi in care Banca este deschisa pentru activitatea cu publicul.

Art. 2. Obiectul Contractului

(1) Obiectul Contractului consta in prestarea de catre Banca, a Serviciului de Intermediere, asa cum acesta e descris mai jos, pentru Client, cu privire la Titlurile de valoare, care se regasesc in oferta Bancii pentru segmentul din care face parte Clientul si pentru care Clientul este eligibil conform reglementarilor in vigoare si documentelor emisiunii respective, in limitele si conform termenilor si conditiilor prevazute in prezentul Contract, cu plata de catre Client a tarifelor si comisiunelor aferente prevazute in Anexa 2 *“Tarife si comisioane”*, la prezentul Contract.

(2) **Serviciul de Intermediere** reprezinta serviciul si activitatea de investitii prestate de Banca Clientului, care duc la incheierea, de catre Client a tranzactiilor cu Titlurile de valoare. Serviciul de Intermediere include preluarea si transmiterea si/sau executarea ordinelor Clientului, respectiv realizarea de tranzactii de catre Banca cu Clientul si/sau in numele si pe seama Clientului cu si in legatura cu Titlurile de valoare. Tranzactiile si operatiunile efectuate au ca efect achizitia/ vanzarea, subscrierea/ rascumpararea Titlurilor de valoare pe piata primara, prin participarea la licitatiile si subscrierile publice inclusiv la cele organizate de agentul desemnat de catre MF, sau prin plasament privat si pe piata secundara, in locuri de tranzactionare si in afara acestora, in functie de oferta Bancii si de politica Bancii de executare a ordinelor.

the Bank, the Client is the decision maker within the present Agreement;

„Securities” means the financial instruments of the following type without limitation:

- (i) corporate bonds;
- (ii) governmental bonds;
- (iii) other securities that are part of the Bank’s offer at the time when the Instruction is give (money market instruments, equities, and other securities equivalent to those, as well as deposit certificates for equities, any other securities that confer the right to buy or to sell such transferable securities or which lead to a financial settlement related to them.

“Business Day” means a day which is a day in which the Bank is opened for the public.

Article 2. Subject matter of the Agreement

(1) The subject matter of the Agreement consists of rendering by the Bank of the Intermediation Service, as described below, to the Client, regarding the Securities that are part of the Bank’s offer for the client segment the Client is part of and for which the Client is eligible according to the regulations in force and to the documents related to the respective issuance, within the limits and according to the terms and conditions provided by the present Agreement by applying the related fees and commissions specified in Appendix 2 *“Commissions and fees”* to the present Agreement.

(2) The **Intermediation Service** represents the investment service and activity, rendered by the Bank to the Client that leads to the conclusion, by the Client of the transactions with Securities. The Intermediation Service includes the reception and transmission and/or the execution of the Client orders, respectively the performing of transactions by the Bank with the Client and/or in the name and on behalf of the Client with and related to Securities. The transactions and operations made have as result the acquisition/ selling, subscription/redemption of the Securities on the primary market by participating in public auctions and subscriptions including the ones organized by the agent appointed by the MF, or via private placement, and on the secondary market and on trading venues and outside of them, according to the Bank’s offer and to the Bank’s order execution policy.

The subject matter of the Agreement excludes:

- (i) the custodianship and related services regarding financial instruments on the client

Obiectul Contractului exclude:

- (i) serviciul de custodie si servicii auxiliare cu privire la instrumentele financiare in contul clientilor inclusiv decontarea tranzactiilor, care trebuie realizat de Agentul Custode in vederea derularii Contractului;
- (ii) depozitarea fondurilor clientilor, care intra in gama serviciilor bancare;
- (iii) serviciul de consultanta de investitii.

Prevederile referitoare la Cont din prezentul Contract se aplica doar tranzactiilor in care decontarea numerarului direct de Agentul Custode nu este permisa (e.g. tranzactiile cu titluri de stat pe piata primara).

Art. 3. Durata Contractului

(1) Prezentul Contract intra in vigoare la data semnarii sale de catre ambele Parti. Durata Contractului este nelimitata.

Prezentul Contract inceteaza prin:

- a. acordul Partilor, la data stabilita de Parti;
- b. denuntare unilaterală de catre oricare dintre Parti. Ca regula, Contractul poate fi denuntat unilateral, cu notificarea cu 14 zile inainte a celeilalte Parti, conform art. 10 „Notificari” din Contract, fara justificarea deciziei de denuntare si fara penalizari.
- c. prin reziliere. Daca oricare dintre Parti nu-si executa sau isi executa necorespunzator obligatiile asumate prin Contract, cealalta Parte poate solicita rezilierea Contractului. Rezilierea va opera de plin drept si fara indeplinirea altor formalitati judiciare sau extrajudiciare, cu exceptia unui preaviz de 14 zile comunicat celeilalte Parti in acest sens conform art. 10 „Notificari” din Contract.
- d. in orice alte cazuri prevazute expres de prezentul Contract sau de lege.

(2) Suplimentar fata de cauzele de incetare prevazute mai sus, in cazul contractului la distanta, incheiat conform solicitarii Clientului din Anexa 4 Cerere, Clientul beneficiaza de dreptul de denuntare unilaterală a Contractului, fara termen de preaviz, fara justificarea denuntarii si fara penalitati, in primele 14 zile calendaristice de la data semnarii Contractului sau de la data transmiterii documentelor prevazute in Anexa 4 - Cerere daca acestea sunt transmise ulterior incheierii Contractului. Denuntarea se realizeaza prin notificarea Bancii, anterior expirarii termenului de 14 zile, cu suportarea costurilor Serviciului prestat pana la data denuntarii, daca este cazul. Neexercitarea dreptului de retragere in termenul mentionat presupune intrarea in vigoare a Contractului. Orice sume datorate de Client Bancii in baza prezentului Contract trebuie restituite in termen de maxim 30 de zile

account including the settlement of the transactions that has to be rendered by the Custodian Agent for the execution of the present Agreement;

- (ii) the deposit of the client money, which is part of the banking services;
- (iii) the investment advisory service.

The provisions relating to Account within the present Agreement are applicable only for transactions for which cash settlement by the Custodian Agent is not permitted (e.g. government securities on primary market).

Article 3. Term of the Agreement

(1) The Agreement enters into force on the signing date by both the Parties. The duration of the is unlimited.

The present Agreement is terminated by:

- a. the agreement of the Parties, on the date set by the Parties;
- b. unilateral termination by either Party. As a rule, the Agreement may be terminated unilaterally, with the 14 days prior notification sent according to art. 10 "Notifications" of the Agreement, without justification of the termination decision and without penalties.
- c. by termination. If either Party does not execute or executes improperly the obligations assumed in this Agreement, the other Party may solicit the termination of the Agreement. The termination shall have full legal effect and without any other legal and extra-legal formalities, except for a 14 days' notice sent to the other Party in this purpose according to Article 10 „Notifications” from the Agreement.
- d. in any other cases expressly provided for in this Agreement or by law.

(2) In addition to the causes of termination provided above, in the case of distance contract, concluded as per the request of the Client in Annex 45 - Application, the Client has the right to unilaterally terminate the Agreement, without notice, without justification of termination and without penalties, in the first 14 calendar days from the date of signing the Contract or on the date of transmission of the documents provided in Appendix 45 - Application if they are transmitted after the conclusion of the Agreement. The termination is made by Bank's notification, prior to the expiration of the term of 14 days, bearing the costs of the Service provided until the date of termination, if applicable. Failure to exercise the right of withdrawal within the mentioned term implies the entry into force of the Agreement. Any amounts owed by the Client to the Bank under this Agreement must be repaid within a maximum of 30 calendar days from the date of termination by the Client of the Contract.

(3) The termination of the Agreement does not influence the validity of Parties' obligations that have been previously created. In case there are

calendaristice de la data denuntarii de catre Client a Contractului.

(3) Incetarea prezentului Contract nu afecteaza valabilitatea obligatiilor Partilor care au luat nastere in anterior. In cazul in care, in momentul incetarii, sunt in derulare tranzactii pentru care Banca a primit Instructiuni ferme si irevocabile din partea Clientului, Banca va efectua aceste tranzactii/operatiuni conform Instructiunilor primite, iar Clientul isi va indeplini propriile obligatii in legatura cu operatiunea respectiva, inclusiv va suporta toate comisioanele si tarifele aferente.

Art. 4. Obligatiile, drepturile si raspunderea Bancii

4.1. Obligatiile si drepturile Bancii

(1) Banca va efectua toate tranzactiile si operatiunile cu si in legatura cu Titlurile de valoare in numele si pe seama Clientului, in baza prevederilor prezentului Contract si a Instructiunilor ferme si irevocabile ale Clientului pentru fiecare tranzactie in parte, transmise Bancii intr-o forma acceptabila pentru acesta si cu respectarea termenelor impuse de Legislatia aplicabila si de formularele Bancii.

(2) Banca va interactiona cu Agentul Custode specificat de Client numai in limita si in conformitate cu Instructiunile exprese ale Clientului.

(3) In cazul in care tranzactia implica decontarea numerarului din Contul Clientului (e.g. piata primara a titlurilor de stat) Banca, in masura in care Contul este creditat cu sumele necesare (i) va debita Contul in vederea decontarii tranzactiei si platii comisioanelor (ii) va restitui la cerere Clientului sumele de bani detinute in numele acestuia din urma, in cazul neadjudecarii sau neacceptarii ofertei de subscriere si/sau de cumparare de Titluri de valoare, mai putin eventuale comisioane si tarife datorate de Client Bancii, agentului desemnat de MF sau tertelor parti, in masura in care si Banca le-a primit la randul sau. Banca are dreptul, conform autorizarii Clientului data prin prezentul Contract, de a indisponibiliza sumele necesare efectuarii operatiunilor cu Titluri de valoare si platii in Cont a tarifelor si comisioanelor aferente.

Banca va furniza extrase de Cont conform contractului specific incheiat intre Client si Banca cu privire la deschiderea si operarea conturilor curente.

(4) Banca isi rezerva dreptul sa execute Instructiunea Clientului ulterior confirmarii de

still transactions carried out by the Bank based on firm and irrevocable Instructions communicated by the Client, when the termination is announced, the Bank shall perform these transactions/operations according to the Instructions received and the Client shall fulfil its own obligations in connection to the respective operation supporting also all the fees and commissions related to the operation.

Article 4. Obligations, rights, and liabilities of the Bank

4.1. The Obligations and Rights of the Bank

(1) The Bank shall perform all the transactions and operations with and related to the Securities in the name and on behalf of the Client, based on the provisions of the present Agreement and on the firm and irrevocable Instructions given by the Client for each separate transaction, sent to the Bank in an acceptable form and by respecting the terms imposed by the Applicable Legislation and by the Bank's form.

(2) The Bank shall interact with the Custodian Agent specified by the Client only within the limits and according to the express Instructions of the Client.

(3) Provided that the transaction implies the cash settlement from the Client Account (e.g. primary market of government securities) and that the Account is credited with the necessary amounts, the Bank shall: (i) debit the Account for the settlement of the transaction and payment of the fees (ii) return upon the Client's request the amount of money held on its behalf following a case of non-adjudgment or non-acceptance of the subscription and/or of the buying offer for the Securities, less any possible fees and commissions owed by the Client to the Bank, the MF agent or by third parties, provided that the Bank received them also. The Bank has the right, according to the Client's authorization given in the present Agreement, to block the amounts necessary to perform the Securities operations and the payment of the related fees and commissions, amounts that exist in the Account.

The Bank shall provide the Client with Account statements according to the specific agreement concluded between the Bank and the Client regarding the opening and operation of the current accounts.

(4) Bank reserves the right to execute the Instruction after confirmation by Custodian Agent of the existence of cash funds or financial instruments and of the related settlement instruction of the Client. For the transactions that imply the cash settlement from the Client Account (e.g. primary market of government securities), the Bank shall accept the Instructions only within the limits of the existing amounts in the Account,

catre Agentul Custode, a existentei fondurilor banesti sau a instrumentelor financiare si a instructiunii de decontare aferenta. Pentru tranzactiile care implica decontarea numerarului din Contul Clientului (e.g. piata primara a titlurilor de stat), Banca va accepta Instructiunile numai in limita sumelor existente in Cont, neangajandu-se in niciun fel cu fondurile sale proprii.

(5) Banca poate refuza depunerea la agentul desemnat de MF a ofertei de subscriere si/sau de cumparare de Titluri de valoare sau executarea ordinului de tranzactionare si poate anula Instructiunile primite din partea Clientului daca acesta nu-si indeplineste obligatiile prevazute in prezentul Contract sau Instructiunile nu indeplinesc conditiile de fond si de forma stabilite de formularele Bancii sau pentru care Clientul nu a returnat formularul de tranzactionare semnat de Reprezentantii Autorizati, notificand Clientului motivele refuzului/anularii. Banca nu va fi raspunzatoare de neexecutarea in termen a obligatiilor sale in aceasta situatie.

(6) Banca va livra catre Agentul Custode Titlurile de Valoare, in aceeasi zi cu data la care le va primi la randul sau, in cazul in care decontarea instrumentelor nu se poate face prin Agentul Custode (ex.: piata primara a tilurilor de stat) si conditionat de instructarea corespunzatoare de catre Client a Agentului Custode pentru primirea Titlurilor de valoare.

(7) Clientul acorda Bancii dreptul, fara ca Banca sa aiba si obligatia, de retentie si compensare a oricarei sume depozitate in Cont pentru a achita orice pretentie, cost, datorie scadenta in legatura cu prezentul Contract si neachitata de Client. Prezentul articol suplimenteaza, fara a aduce atingere, dreptul de compensare al Bancii stabilit in CGB.

4.2 Limitarea raspunderii Bancii

(1) Banca va fi responsabila sa manifeste o grija rezonabila in preluarea, transmiterea si executarea Instructiunilor Clientului, cu conditia ca Banca sa exercite aceeasi grija ca si cea pe care o manifesta fata de propriile sale tranzactii si fata de cele ale altor clienti ai sai. Totusi, Banca nu va fi responsabila pentru nici o pierdere, plangere, cheltuiala sau paguba suferita de Client cu exceptia celor cauzate direct de culpa grava sau cu rea intentie.

(2) Banca nu va fi responsabila fata de Client pentru actionarea cu buna credinta pe baza unor documente sau Instructiuni, indiferent de mijlocul de comunicare prin care astfel de documente sau Instructiuni au fost primite, care poarta semnatura, parola, codurile sau orice indiciu al

without supporting the Client, under any circumstances, with its own funds.

(5) The Bank may refuse the submission to the MF agent of the subscription and/or buying offer of the Securities or to execute the order regarding a transaction and may cancel the Instructions received from the Client in case that the Client does not fulfil the obligations specified in within the present Agreement or weather the Instructions do not fulfil the basic conditions and the form set through the Bank forms or for which the Client did not return the trading form signed by the Authorised Representatives, by notifying the Client of the refusal/cancellation reasons. The Bank shall not be responsible for the non-execution in due time of its obligations in this situation.

(6) The Bank shall deliver the Securities to the Custodian Agent, on the same day of their remittance, for the settlement of the instruments that cannot be realized through the Custodian Agent (e.g.: the primary market of the government securities) and only upon the correlative instruction of the Custodian Agent by the Client for the receiving of the Securities.

(7) The Client herewith grants the Bank the right without having the obligation, of retention and set off any available funds in the Account in order to pay for any claims, charges or outstanding debts owed by the Client, in connection with the present Agreement and unpaid by the Client. The present article supplements and does not limit in any way the right of compensation provided under the CGB.

4.2 The Bank's disclaimers

(1) The Bank shall be liable to exercise reasonable care in receiving/transmission and execution of Client Instructions, provided that the Bank shall exercise the same standard of care as it exercises in its own transactions and those of any of its other clients. However, the Bank shall not be liable for any loss, claim, liability, expense, or damage suffered by the Client, unless and to the extent such loss is caused directly by the Bank's gross negligence or wilful misconduct.

(2) The Bank shall not be liable to the Client, for acting in good faith in relying upon documents or Instructions regardless of the communication media through which such documents or Instructions have been received, which bear the signatures, powers of attorney, passwords, codes, or other indicia of authenticity which are later determined not to be authentic. The Client shall hold the Bank harmless and shall pay at the Bank's first request for any loss, claim, liability, or expenses asserted against or imposed upon the Bank as a result of such action.

autenticitatii si care mai tarziu se dovedesc a nu fi autentice. Clientul nu va tine responsabila Banca si o va despagubi la prima cerere a acesteia pentru orice pierdere, paguba, obligatie sau cheltuiala revendicate impotriva sau impuse asupra Bancii ca rezultat a unei astfel de actiuni.

(3) Banca nu va fi sub nicio forma responsabila pentru pierderea sau cheltuielile pe care Clientul le suporta din cauza oricarei intarzieri sau schimbari in conditiile de piata inainte ca orice tranzactie sa fie efectuata. Banca nu accepta nicio responsabilitate pentru executarea la timp a Instructiunilor, daca Instructiunile nu sunt prezentate in termenii specificate de Banca, precum si intr-o forma satisfactoare pentru Banca.

(4) Banca nu este tinuta responsabila sa verifice daca Instructiunile Clientului sunt in conformitate cu cerintele legale sau cu termenii stabiliti privind Titlurile de valoare relevante si nici sa informeze Clientul cu privire la modificarile legislatiei in vigoare sau a conditiilor stabilite privind Titlurile de valoare.

(5) Atat Banca, cat si agentul desemnat de MF nu vor fi tinute raspunzatoare pentru eventuale pretentii formulate de terte parti ca urmare a Instructiunilor Clientului referitoare la Titlurile de valoare detinute. Banca nu reprezinta Clientul in instanta si nici nu este obligata sa intervina in orice cerere sau actiune in instanta avand drept obiect Titlurile de valoare.

(6) Banca nu accepta nicio responsabilitate pentru drepturile si obligatiile Clientului ca si proprietar al Titlurilor de valoare si nici nu este responsabila pentru rezultatele financiare ale tranzactiilor cu Titluri de valoare realizate de Client. Banca nu accepta nicio responsabilitate pentru pierderile posibile daca principiul livrare contra plata nu este respectat in realizarea tranzactiilor cu Titluri de valoare.

(7) Banca nu este obligata sa clarifice sau sa confirme situatia financiara sau statutul legal al emitentului sau al garantului Titlurilor de valoare numit in Instructiunea Clientului sau valabilitatea Titlurilor de valoare si nu accepta nicio responsabilitate privind situatia financiara sau statutul legal al emitentului sau al garantului Titlurilor de valoare numit in Instructiunea Clientului sau validitatea Titlurilor de valoare.

(8) Banca nu va fi responsabila pentru incetarea operatiunilor si pierderilor financiare suferite de Client, daca acestea sunt cauzate de evenimente aflate in afara controlului Bancii, inclusiv, dar fara a se limita la razboi, insurectie, revolutie, conflict civil sau militar, sabotaj, pandemie, epidemie, modificari in legislatie, reglementari si ordine

(3) The Bank shall be under no circumstances liable for loss or expenses the Client incurs by reason of any delay or change in market conditions before any particular transaction is effected. The Bank accepts no liability for timely execution of Instructions, if Instructions are not presented within the deadline specified by the Bank and in a form acceptable to the Bank.

(4) The Bank is not responsible for verifying if the Client's Instructions are according to the legal demands or with the terms set regarding the respective Securities, nor to inform the Client with regard to the modifications of the legislation in force or of the set terms concerning the Securities.

(5) Both the Bank and the MF agent shall not be held responsible for the eventual claims drawn up by third parties following the Client's Instructions regarding the owned Securities. The Bank shall not represent the Client in court nor shall be compelled to intervene in any claim or action in a court of law related to the Securities.

(6) The Bank accepts no liability for the rights and obligations of the Client as the owner of Securities, nor is it liable for the financial outcome of the Securities transactions performed by the Client. The Bank accepts no responsibility for possible losses if the delivery versus payment principle is not observed in the fulfilment of the trades with Securities.

(7) The Bank is not obliged to clarify or confirm the financial situation or legal status of the issuer or guarantor of the Securities named in the Client's Instruction or the validity of the named Securities, and accepts no liability for the financial condition or legal status of the issuer or guarantor of the Securities named in the Client's Instruction or the validity of the Securities.

(8) The Bank shall not be liable for cessation of operations and financial losses arising to the Client, if this is caused by events beyond the Bank's reasonable control, including, without limitation, war, insurrection, riot, civil or military conflict, sabotage, pandemic, epidemic, changes in the legislation, regulations and orders passed by the government bodies, strike, lockout or other problems relative to labour, blockade, mechanical breakdown, computer or systems failure, failure of equipment, failure or malfunction of communications media, disturbance in the postal service, electric communications or supply of electricity that are beyond the Bank's control,

emise de organisme guvernamentale, greva, greva patronala sau orice problema legata de forta de munca, blocada, intreruperi mecanice, caderea computerelor sau a sistemului informatic, caderea echipamentelor, caderea sau proasta functionare a sistemelor de comunicatie media, perturbari in functionarea serviciilor postale, comunicatii electrice sau furnizarea de electricitate care nu sunt sub controlul Bancii, care impiedica executarea tranzactiilor/operatiunilor/Instructiunilor si care nu au rezultat direct din neindeplinirea obligatiilor sale de catre Banca.

Art. 5. Obligatiile, declaratiile si garantiile Clientului

5.1. Obligatiile Clientului

(1) Clientul se obliga sa plateasca si sa livreze in intregime si la termenele convenite sumele/Titlurile de valoare necesare fiecarei tranzactii cu Titluri de valoare efectuate de Banca in numele Clientului, conform instructiunilor standard de decontare prevazute in Anexa 3, confirmarii trimise de Banca si oricaror altor notificari transmise Clientului in baza prezentului Contract.

(2) Clientul se obliga sa plateasca Bancii toate comisioanele si tarifele aplicabile Serviciului de Intermediere pentru fiecare tranzactie, conform prevederilor prezentului Contract, Instructiunilor, confirmarilor si notificarilor.

(3) Respectarea obligatiilor de plata asumate de Client fata de Banca reprezinta o conditie esentiala pentru incheierea si derularea Contractului, neplata la scadenta a sumelor datorate atragand decaderea din beneficiul oricaror termene stipulate in favoare sa. Clientul se afla de drept in intarziere fara a fi necesara indeplinirea unei alte formalitati in acest sens.

(4) Clientul va pune la dispozitia Bancii, instructiunile sale standard de decontare intr-un format similar cu cel prevazut in Anexa 3 si va notifica Bancii orice modificare a acestora.

(5) Clientul se obliga sa puna la dispozitia Agentului Custode in timp util, fondurile respectiv Titlurile de valoare necesare decontarii tranzactiilor instructate Bancii.

(6) Clientul se va asigura ca Agentul Custode preia obligatiile Bancii referitoare la administrarea

which prevent the execution of transactions/operations/Instructions and which have not arisen directly from the non-performance of its obligations by the Bank.

Article 5. Obligations, representations, and warranties of the Client

5.1. The Client's obligations

(1) The Client takes on the responsibility of paying/delivering fully and on the due date of the necessary amounts/Securities for each Securities trade performed by the Bank on the Client's name, according to standard settlement instructions provided in Appendix 3, the confirmation sent by the Bank and to any other notices sent to the Client on the grounds of the present Agreement.

(2) The Client takes on the responsibility of paying all the fees and commissions applicable to the Intermediation Service for each trade based on the provisions of the present Agreement, Instructions, confirmations, and notices.

(3) The observance of the payment liabilities undertaken by the Client towards the Bank, is a prerequisite for the execution and performance of the present Agreement, failure to pay amounts due at maturity attacks forfeiture of benefit of any terms stipulated in its favour. The Client shall be in default by operation of law without having to meet any other formalities in this respect.

(4) The Client shall make available to the Bank, its standard settlement instructions having a similar form as Appendix 3 and shall notify the Bank any alteration.

(5) The Client is compelled to make available to the Custodian Agent, in due time, the amounts and the Securities needed for the settlement of transactions instructed to the Bank.

(6) The Client shall ensure that the Custodian Agent carries out the responsibilities related to the management of funds and of the Securities, the obligations related to the settlement of the transactions, as well as the obligations regarding the withholding and payment of the related taxes to the state budget.

(7) For the execution of the present Agreement, the Client shall instruct as soon as possible and in any case within the same day with the Instruction, and accordingly the Custodian Agent in order to

conturilor de numerar si a Titlurilor de valoare, obligatiile de decontare a tranzactiilor, precum si obligatiile de retinere si plata catre bugetul de stat a taxelor si impozitelor aferente, daca nu se agreeaza altfel.

(7) In vederea derularii Contractului, Clientul se obliga sa transmita in cel mai scurt timp si in orice caz in aceeasi zi in care a transmis Instructiunea, o instructiune corespunzatoare catre Agentul Custode pentru decontarea tranzactiei si va depune toate diligentele pentru realizarea decontarii. Clientul este responsabil pentru corectitudinea si valabilitatea si depunerea in timp util a instructiunii de decontare la Agentul Custode.

(8) In cazul in care tranzactia implica decontarea numerarului din Contul Clientului (e.g. piata primara a titlurilor de stat), Clientul (i) va deschide si mentine in evidentele Bancii un Cont/Conturi in vederea efectuarii platilor aferente operatiunilor cu Titluri de valoare si achitarii tarifelor si comisioanelor aferente Serviciilor; (ii) autorizeaza Banca sa indisponibilizeze sumele necesare efectuarii operatiunilor in contul Clientului si sa debiteze automat contul sau cu sumele aferente decontarii in numerar a tranzactiilor si comisioanele aferente; (iii) este obligat a pune la dispozitia Bancii in Cont, atat sumele necesare efectuarii tranzactiei cu Titluri de valoare, cat si platii comisioanelor in ziua depunerii de catre Banca a ofertei de subscriptie publica, a ofertei de cumparare la licitatie, dupa cum este cazul pentru a permite executarea Instructiunilor prezentate Bancii.

(9) Clientul este obligat sa furnizeze Bancii orice informatie si sa furnizeze orice document care ar putea fi cerut pentru: (i) indeplinirea obligatiilor asumate de Parti in baza prezentului Contract, (ii) pentru a fi comunicate catre orice autoritate sau organism guvernamental in conformitate cu Legislatia aplicabila.

(10) Clientul este responsabil pentru orice paguba sau alte consecinte daca Instructiunile date Bancii de Client nu sunt in conformitate cu Legislatia aplicabila sau cu cerintele Bancii pentru Instructiuni.

(11) Clientul isi asuma intreaga responsabilitate pentru plata taxelor legate de operatiunile cu Titluri de valoare, stabilite de lege in sarcina sa, iar Banca va lua toate masurile pe care i le impune legea in acest sens.

(12) Clientul se obliga, inainte de derularea Contractului, sa completeze orice formulare

realize the settlement of the Instructions and shall make all needed efforts for the accomplishment of the settlement. The Client is responsible for the correctness, the validity, and the timely deposition of the settlement instruction to the Custodian Agent.

(8) Provided that the transaction implies the cash settlement from the Client Account (e.g. primary market of government securities), the Client (i) shall open and maintain in the Bank's records an Account/Accounts in order to process the payments related to the operations with Securities and the payments of Services fees and commissions; (ii) shall authorize the Bank to block the amounts necessary for performing the operations on the Client's Account and to debit automatically the account with the amounts related to the cash settlement of the transactions and the related commissions; (iii) is obliged to make available in the Accounts, both the amounts necessary for the Securities trade and the payment of the fees on the day the Bank performs the public subscription of the offer, of the buying offer within the auction, as the case may be, in order to allow the execution of the Instructions sent to the Bank.

(9) The Client is obliged to provide to the Bank any information and provide any documents which may be required by the Bank: (i) for the fulfilling of the obligations assumed by the Parties on the grounds of the present Agreement, (ii) in order to be presented to any authority or governmental body according to the Applicable Legislation.

(10) The Client is liable for possible damages or other consequences, if the Instructions given to the Bank by the Client are not in accordance with the Applicable Legislation or with the Banks requests regarding the Instructions.

(11) The Client shall have the full liability for the payment of taxes due by the Client related to the transactions of the Securities and the Bank is empowered to perform all measures imposed by the law in this respect.

(12) The Client undertakes, before the performance of the Agreement, to fill-in any forms necessary for the fulfilment of the present Agreement according to the Applicable Legislation and the Bank's procedures, including to take all the necessary measures for the registration of the Authorised Representatives within the Bank's registers. Whether these forms are completed previously by the Client/Authorised Representative when asking the Bank for rendering other services/products and whether the declared information are not changed, the Client/Authorised Representative agrees that

necesare pentru derularea prezentului Contract conform Legislatiei aplicabile si procedurilor Bancii, inclusiv sa faca toate demersurile pentru inregistrarea Reprezentantilor Autorizati in evidentele Bancii. In masura in care aceste formulare au fost complete anterior de Client/Reprezentant Autorizat cu ocazia solicitarii prestarii de catre Banca a altor produse/servicii si in masura in care informatiile declarate in acestea nu necesita modificari, Clientul/Reprezentantul Autorizat este de acord ca aceste formulare sa fie utilizate de Banca si pentru incheierea acestui Contract, completandu-l corespunzator.

(13) In cazul inchiderii Conturilor, Clientul se obliga sa notifice Banca conform prevederilor art. 10 "Notificari" al prezentului Contract.

(14) Clientul accepta in mod expres si isi asuma riscul schimbarii imprejurarilor executarii Contractului, avand in vedere specificul obiectului Contractului, incluzand fara a se limita la riscul fluctuatiilor pietei cu privire la pretul Titlurilor de valoare etc.

5.2. Declaratiile si garantiile Clientului

(1) Clientul este de acord ca Banca sa poata refuza primirea/transmiterea si executarea oricarei operatiuni cu Titlurile de valoare ale Clientului, in cazul in care se inregistreaza plati restante in legatura cu prezentul Contract, cu conditia informarii Clientului de catre Banca cu privire la motivul refuzului executarii Instructiunii, comunicat conform art. 10 "Notificari".

(2) Clientul declara si garanteaza ca Titlurile de valoare tranzactionate cu Banca sunt libere de orice sarcini, ipoteci si se afla in proprietatea sa, fiind inscris ca atare in registrele de publicitate, daca este cazul.

(3) Prin semnarea prezentului Contract, Clientul isi exprima in mod expres consimtamantul cu privire la urmatoarele:

(a) incheierea prezentului Contract si a actelor aditionale la prezentul Contract, sub forma unui contract la distanta, daca este cazul, utilizand mijloace de comunicare la distanta (cum ar fi e-mailul, website-ul, aplicatii sau platforme electronice de tranzactionare sau de comunicare puse la dispozitie de Banca);

(b) derularea la distanta a prezentului Contract, prin utilizarea mijloacelor de comunicare la distanta, respectiv prin transmiterea Instructiunilor prin telefon, mijloace de comunicare la distanta, cum ar fi mijloacele electronice inclusiv e-mail sau platforme de comunicare/tranzactionare care sunt sau ar putea fi puse la dispozitie Clientului pe masura implementarii solutiilor tehnice. De asemenea, in

these forms shall be used by the Bank also for the conclusion of the present Agreement, filling it in accordingly.

(13) The Clients shall notify the Bank according to the provisions of Article 10 "Notices" of the present Agreement in case of closing the Accounts.

(14) The Client expressly accepts and assumes the risk of changing circumstances of the Agreement, taking into account the specifics of the Agreement, including without limitation, the risk of market fluctuations on Securities prices etc.

5.2. Representations and warranties of the Client

(1) The Client agrees that the Bank may refuse to receive/transmit and execute any transaction to perform any operations with Securities in case there are overdue payments related to the present Agreement, provided that the Bank informs the Client according to Article 10 "Notices", with respect to the reason for refusal to execute the Instruction.

(2) The Client declares and warrants that the Securities traded with the Bank are free of any encumbrance, lien or security interest and are in its property, being registered as such in the records of advertising, if necessary.

(3) By signing this Agreement, the Client expressly expresses his/her/its consent to the following:

(a) the conclusion of this Agreement and additional documents to this Agreement, in the form of a distance contract, if the case, through means of distance communication (such as e-mail, website, applications or electronic trading or communication platforms provided by the Bank);

(b) the remote performance of this Agreement, by the use of means of distance communication, respectively by the transmission of Instructions by telephone, and other means of distance communication, such as electronic means including e-mail or communication / trading platforms which are or could be made available to the Client as the technical solutions are implemented. Also, in the case of the distance contract, the Client agrees that (i) access to the means of distance communication provided by the Bank or (ii) acceptance of its terms and conditions, if any, or (iii) transmission of an Instruction based on this Agreement, represents its unequivocal agreement for the performance of the Contract and for the use of the respective means of communication; The Client may use any mean of communication made available by the Bank..

(c) if the Agreement was concluded, at the express request of the Client, by using means of distance communication that do not allow the fulfilment of

cazul contractului la distanta Clientul consimte ca (i) accesarea mijlocului de comunicare la distanta pus la dispozitie de Banca sau (ii) acceptarea termenilor si conditiilor acestuia, daca este cazul, sau (iii) transmiterea unei Instructiuni in baza prezentului Contract, reprezinta acordul sau neechivoc pentru derularea Contractului si pentru utilizarea mijlocului de comunicare respectiv; Clientul poate utiliza orice mijloc de comunicare pus la dispozitie de Banca;

(c) in cazul în care Contractul a fost încheiat, la cererea expresă a Clientului, prin utilizarea unor mijloace de comunicare la distanță care nu permit îndeplinirea procedurii prealabile de informare, Banca își va îndeplini obligațiile ce îi revin imediat după încheierea contractului la distanță.

(4) In baza Legislatiei aplicabile, Banca este obligata sa puna la dispozitia clientilor informatii complete cu privire la serviciile de investitii si/sau servicii auxiliare, precum si cu privire la instrumente financiare, pe suport durabil, sau pe site. Constituie astfel de informatii detaliate:

(i) documentul de prezentare MIFID II al Raiffeisen Bank S.A., care contine o descriere a a serviciilor si activitatilor de investitii prestate de Banca, o descriere a produselor oferite si a politicilor utilizate de Banca in oferirea de produse si servicii. Documentul este disponibil pe site RBRO: www.raiffeisen.ro la sectiunea Despre-noi/Guvernanta Corporativa, <https://www.raiffeisen.ro/ro/despre-noi/guvernanta-corporativa/mifid.html>

(ii) politica de executare a ordinelor Raiffeisen Bank S.A., care este disponibila pe site-ul RBRO: www.raiffeisen.ro la sectiunea Despre-noi/Guvernanta Corporativa, <https://www.raiffeisen.ro/ro/despre-noi/guvernanta-corporativa/mifid.html> aplicabila Clientilor care sunt incadrati in categoria Retail si Profesional conform evidentelor Bancii;

(iii) rapoarte si confirmari avand ca obiect serviciile efectuate si tranzactiile cu instrumente financiare executate in perioada raportarii, care pot fi transmise separat sau intr-un singur document, respectiv:

- **confirmarea executarii tranzactiilor** - este cuprinsa in Formularul de Tranzactionare/Notificarea care se transmite Clientului cat mai curand posibil dupa incheierea tranzactiei, cel mai târziu in prima Zi Lucratoare care urmeaza executarii ordinului transmis;

- **informatii privind costurile ex-ante** sunt publicate pe pagina de internet a Bancii, www.raiffeisen.ro la sectiunea Despre-noi/Guvernanta Corporativa, <https://www.raiffeisen.ro/ro/despre-noi/guvernanta-corporativa/mifid.html>

the prior information procedure, the Bank will fulfil its obligations immediately after the conclusion of the distance contract.

(4) Under the Applicable Legislation, the Bank is obliged to make available comprehensive information to its clients related to investment services and/or auxiliary services as well as to the financial instruments, on a durable medium or via website. Such detailed information is:

(i) MIFID II presentation document of Raiffeisen Bank S.A. contains a description of investment services and activities, as well as of financial products offered and policies used by the Bank in offering products and services. The document, is available on RBRO's website www.raiffeisen.ro under the section Corporate Governance: <https://www.raiffeisen.ro/ro/despre-noi/guvernanta-corporativa/mifid.html>

(ii) Clients' order execution policy of Raiffeisen Bank S.A. which is available on RBRO website: www.raiffeisen.ro under the section Corporate Governance, <https://www.raiffeisen.ro/ro/despre-noi/guvernanta-corporativa/mifid.html> which is applicable to the Retail and Professional category of clients, according to the Bank's evidence;

(iii) reports and confirmations on the services performed and, on the transactions executed in financial instruments during the reporting period, that may be sent separately or within one document, respectively:

- **confirmation of trades execution** - is comprised in the Trading Form/ Notification that shall be sent to the Client as soon as possible after the conclusion of the transaction, but the latest in the next Business Day following the day in which the order was executed;

- **information regarding ex-ante costs** are published on the Bank's website, www.raiffeisen.ro, under the section Corporate Governance, <https://www.raiffeisen.ro/ro/despre-noi/guvernanta-corporativa/mifid.html> and are communicated at the signing date of the Agreement or before the trades are executed, as the case maybe;

- **information regarding ex-post costs** is communicated once a year; it contains information on all costs and expenses, including costs and expenses related to the Service and the financial instrument, which are not generated by the occurrence of the risk in the underlying asset market, and are aggregated to allow the client to understand the overall cost as well as the cumulative effect of the return on investment. At

[noi/guvernanta-corporativa/mifid.html](http://www.raiffeisen.ro/ro/despre-noi/guvernanta-corporativa/mifid.html) si sunt comunicate la semnarea Contractului sau inainte de executarea ordinului, dupa caz;

- **informatiile privind costurile ex-post** sunt comunicate Clientului o data pe an; acesta cuprinde Informatiile despre toate costurile și cheltuielile, inclusiv despre costurile si cheltuielile aferente Serviciului si instrumentului financiar, care nu sunt generate de apariția riscului de pe piața activului-suport, si sunt agregate pentru a permite clientului sa inteleaga costul global, precum si efectul cumulativ al randamentului investitiei. La cererea Clientului Banca poate furniza o defalcare detaliata pe componente;
- **orice alte documente si informatii** relevante in legatura cu Serviciul si Titlurile de valoare, nu mai tarziu de termenele prevazute Legislatia aplicabila.

Clientul:

- (a) este de acord sa primeasca informatiile prevazute la punctele (i) - (iii) mai sus, fara costuri suplimentare, pe un suport durabil altul decat hartia, de exemplu prin intermediul e-mail-ului indicat in relatia cu Banca in formularele de actualizare de date, ca document atasat sau ca link catre un site, sau pe site-ul Bancii www.raiffeisen.ro la sectiunea Despre-noi/Guvernanta Corporativa, <https://www.raiffeisen.ro/ro/despre-noi/guvernanta-corporativa/mifid.html>. Avand in vedere celeritatea activitatii de tranzactionare, Clientul ia la cunostinta ca transmiterea informatiilor pe suport de hartie nu corespunde cerintelor de rapiditate legate de pietele de capital. Clientul va putea solicita comunicarea pe suport de hartie, printr-o notificare scrisa transmisa cu confirmare de primire adresata Bancii. Banca va putea percepe un cost suplimentar pentru fiecare astfel de comunicare;
- (b) confirma primirea, pe un suport durabil, altul decat hartia, fara costuri suplimentare pentru Client, a urmatoarelor documente:
- documentului de prezentare MIFID II Raiffeisen Bank S.A.
 - politica de executare a ordinelor clientilor Raiffeisen Bank S.A. (aplicabila doar pentru clientii Retail si Profesionali); si
 - document de informare privind costurile ex-ante;
- (c) declara ca a consimtit in mod expres la aplicarea acestor documente in relatia cu Banca si ca a transmis documentele mentionate mai sus fiecarui Reprezentant Autorizat, care va transmite Instructiuni Bancii in numele si pentru Client si totodata declara ca a luat la cunostinta ca informatii suplimentare sunt disponibile la cerere (ex informatii detaliate despre costurile ex-ante). Acest paragraf nu se aplica Contrapartilor Eligibile;

the Client's request, the Bank may provide a detailed breakdown by components;

- **any other relevant documents and information** related to the Service and to Securities, no later than the terms provided by the Applicable Law.

The Client:

- (a) agrees to receive the information mentioned at points (i) to (iii) above, free of charge, on durable medium other than paper, e.g. by e-mail indicated in the relationship with the Bank in the data update forms including as attached document or as a link to a website, or on the Bank's website www.raiffeisen.ro, under the section Corporate Governance, <https://www.raiffeisen.ro/ro/despre-noi/guvernanta-corporativa/mifid.html>. Taking into account the celerity of the trading activity, the Client understands that the transmitting of information on paper does not correspond to the rapidity of the capital markets. The Client is allowed to request the communication on paper, through a written notification sent by registered mail to the Bank. The Bank shall be able to request a supplementary cost for each such communication;
- (b) acknowledges the receipt, on a durable medium other than paper, free of charge for the Client, of the following documents:
- MiFID II presentation document of the Raiffeisen Bank S.A.
 - Clients' order execution policy of Raiffeisen Bank S.A. (applicable only for Retail and Professional Clients); and
 - information document regarding ex-ante costs;
- (c) declares that it expressly consented to their effectiveness in relation to the Bank and has communicated the documents described above to each of its Authorised Representatives, who shall give Instructions to the Bank in the Client's name and on its behalf and also declares that the Client has been informed that additional information is available upon request (e.g. detailed information on ex-ante costs). This paragraph is not applicable to Eligible Counterparties;
- (d) the Client qualified as Professional Client and the Client qualified as an Eligible Counterparty agree with the limited application of the disclosure of costs related to the service provided through the present Agreement. The Eligible Counterparty declares in this respect that it does not intend to offer the Securities to its clients and shall notify the Bank if this is the case.
- (5) The Client acknowledges and understands that ex-ante costs, presented in Appendix 2 „Fees and commissions” or separately, as well as in the illustrations made available on the Bank's site www.raiffeisen.ro at section Despre-noi/

(d) Clientul incadrat in categoria Profesional si cel incadrat in categoria Contraparte Eligibila sunt de acord cu aplicarea limitata a cerintelor privind costurile aferente serviciului prestat in baza prezentului Contract. Clientul Contraparte Eligibila declara in acest sens ca nu intentioneaza sa ofere Titlurile de valoare Clientilor sai, notificand Banca anterior daca aceasta situatie se schimba.

(5) Clientul ia la cunostinta si intelege ca toate costurile ex-ante prezentate in Anexa 2 „*Tarife si comisioane*” sau separat, precum si exemplele puse la dispozitie pe site-ul Bancii www.raiffeisen.ro la sectiunea Despre-noi/ Guvernanta Corporativa,

<https://www.raiffeisen.ro/ro/despre-noi/guvernanta-corporativa/mifid.html> reprezinta o estimare efectuata utilizand ipoteze rezonabile, sunt bazate pe costuri standard pentru produs si pentru categoria Clientului si reprezinta un nivel maxim de costuri pentru tranzactia sau serviciul respectiv. Pot aparea diferente intre prezentarea costurilor ex-ante si ex-post din cauza costurilor mai favorabile din Contractele incheiate cu RBRO si din cauza costurilor efective aferente fiecarei tranzactii/serviciu.

(6) Prin semnarea prezentului Contract, Clientul a luat la cunostinta ca pe intreaga perioada de derulare a Contractului poate solicita comunicarea termenilor si conditiilor Contractului pe suport de hartie. Clientul este, de asemenea, îndreptăţit să utilizeze orice mod de comunicare pus la dispozitie de Banca conform Contractului.

(7) Clientul declara ca nu a numit o companie terta sau o persoana fizica (excluzand angajatii Clientului persoana juridica), sa ia deciziile de investitii in numele sau (“**Factor de Decizie**”).

Clientul poate sa autorizeze o terta parte, companie sau persoana fizica, sa ia deciziile de investitii in numele sau, daca acesta este inregistrat Reprezentant Autorizat. Clientul trebuie sa colecteze si sa raporteze/transmita spre raportare Bancii, detaliile Factorului de Decizie. Cu exceptia cazului in care Banca primeste formularul corespunzator completat si semnat, aceasta va considera ca nu exista un Factor de Decizie numit de Client. Formularul privind Factorul de Decizie face parte integranta din prezentul Contract.

(8) Clientul isi da in mod expres acordul cu privire la dreptul Bancii de a executa Instructiunile pentru Titluri de valoare tranzactionate in diferite Locuri de Tranzactionare, precum si in afara locurilor de tranzactionare, cu exceptia cazului in care Clientul transmite Instructiuni specifice.

(9) Clientul este de acord sa mentina un LEI valid pe durata Contractului si sa informeze prompt

Guvernanta

Corporativa,

<https://www.raiffeisen.ro/ro/despre-noi/guvernanta-corporativa/mifid.html> represent an estimation made using reasonable hypotheses, are based on the standard costs for the product and Client category and they represent a maximum level of costs for the respective transaction or service. Differences might appear between the ex-ante cost presentation and ex-post due to more favourable costs agreed in the Agreements concluded with RBRO, and due to effective costs incurred with the transaction/service.

(6) By signing this Contract, the Client acknowledged that during the entire period of the Contract he may request the communication of the terms and conditions of the Contract on paper. The Client is also entitled to use any means of communication provided by the Bank under the Contract.

(7) The Client declares that it did not empower a company or a third-party private individual (excluding the employees of the Client which is a legal person), to take trading decisions on its behalf (“**Decision maker**”).

The Client may authorise a third party, company, or private individual, to take trade decisions in its name, provided that the Decision Maker is registered as Authorised representative. The Client has to collect and report/transmit for reporting to the Bank, the details of the Decision Maker. Excepting the case when the Bank has received the corresponding form completed and signed accordingly (Appendix 4), the Bank shall consider that the Client has not named any Decision Maker. The Investment Decision Maker Form forms an integral part of the present Agreement.

(8) The Client expressly agrees with the Bank's right to execute the Instructions regarding Securities traded on different Trading Venues, as well as outside the trading venues, except for different and specific Instructions.

(9) The Client agrees to maintain a valid LEI, throughout the duration of the present Agreement and to inform promptly the relationship manager of the Bank, of any alterations regarding LEI.

(10) The Client will not act as an agent for third parties unless such agency is disclosed to and

responsabilul de client desemnat la Banca, in cazul oricaror modificari privind LEI-ul.

(10) In derularea prezentului Contract, Clientul va actiona in nume propriu si nu ca mandatar/agent al unei terte persoane, cu exceptia cazului in care mandatul este adus la cunostinta si acceptat de Banca in prealabil, conform art. 10 "Notificari".

(11) La primirea unei Instructiuni aferenta unui produs PRIIPs si atunci cand nu este posibil sa se furnizeze informatiile esentiale referitoare la acesta inainte de executarea Instructiunii, Clientul Retail este de acord ca Banca sa trimita Clientului documentul cu informatiile cheie (KID) dupa executarea Instructiunii, pe un suport durabil altul decat hartia sau prin intermediul altui mijloc de comunicare, luand la cunostinta prin prezentul Contract de optiunea de a amana tranzactia pentru a primi KID-ul inainte de transmiterea Instructiunii respective. Prezentul paragraf nu e aplicabil Clientilor Profesionalii si Contrapartilor Eligibile.

(12) Clientul declara ca va notifica de urgenta Banca in legatura cu orice modificare a datelor cuprinse in prezentul Contract, inclusiv in anexele la acesta, sau in documentele furnizate Bancii. Clientul declara ca intelege obligatia de a-si actualiza datele de identificare si de contact ori de cate ori este cazul si ca isi asuma efectele neindeplinirii acestei obligatii, respectiv suspendarea prestarii Serviciului pana la actualizarea datelor sau chiar incetarea Contractului si transferul respectiv vanzarea Titlurilor de Valoare.

Banca nu este responsabila pentru inconvenientele sau pierderile care pot aparea din cauza omisiunii declararii unor informatii, transmiterii eronate a informatiilor sau neactualizarii informatiilor de catre Client.

(13) Clientul a luat la cunostinta ca poate tine legatura cu Banca prin intermediul semnatarului prezentului Contract din partea Bancii si poate folosi detaliile de contact precizate la articolul 10 Notificari pentru a obtine informatii.

(14) In cazul incheierii Contractului la distanta, Clientul a luat la cunostinta de perioada de 14 zile de la data incheierii Contractului la distanta sau de la transmiterea documentelor prevazute la art. 5.2.(4)(b) (cand acestea au fost transmise ulterior incheierii Contractului) in care poate denunta unilateral Contractul, conform prevederilor prezentului Contract.

Art. 6. Procesarea datelor cu caracter personal („Date cu caracter personal”) ale persoanelor de contact, reprezentanti legali

accepted by the Bank in advance, according to Article 10 "Notices".

(11) When receiving an Instruction, related to a instrument that is subject to PRIIPs and when the Bank is not able to provide the Client with key information regarding the instrument before the execution of the Instruction, the Retail Client agrees and the Bank shall send the key information document (KID) on a durable medium other than paper after the Instruction is executed or through another means of communication, the Retail Client acknowledging through the present Agreement the option to postpone the transaction in order to receive the KID before sending the respective instruction. The present Paragraph is not applicable to Professional Clients and Eligible Counterparties.

(12) The Client declares that will promptly notify the Bank of any changes to the data contained in this Agreement, including the appendices thereto, or the documents provided to the Bank. The client declares that he understands the obligation to update his identification and contact details whenever necessary and that he assumes the effects of not fulfilling this obligation, namely the suspension of the rendering of the Service until the data is updated or even the termination of the Contract and the transfer respectively the sale of the Securities.

The Bank is not responsible for any inconveniences or losses that may arise due to the omission of declaring certain information, incorrect transmission of information or not updating information by the Client.

(13) The Client acknowledges that the Client may keep in touch with the Bank through the signatory of this Agreement on behalf of the Bank and may use the contact details at Article 10 Notifications to obtain information.

(14) In case of the distance Contract, the Client has been informed of the period of 14 days from the date of conclusion of the distance contract or from the transmission of the documents provided in article 5.2.(4)(b) (when these were transmitted after the conclusion of the Agreement) in which he may unilaterally terminate the Agreement, according to the present Agreement.

Article 6. Processing of personal data ("Personal Data") of contact persons, legal or conventional representatives, collaborators, employees and/or other natural persons designated by the Client.

și conventionali și/sau alte persoane fizice desemnate de Client.

În măsura în care Clientul dezvăluie Bancii date cu caracter personal ale persoanelor de contact pe care le desemnează, ale reprezentanților legali sau convenționali, colaboratorilor, angajaților și / sau altei persoane fizice, pentru sau în legătură cu prezentul Contract, considerând că Bancii îi lipsesc mijloacele practice pentru a asigura informații directe despre aceste categorii de persoane, Clientul are obligația de a informa aceste persoane cu privire la prelucrarea datelor lor cu caracter personal, inclusiv în contextul dreptului de audit al Bancii acordat în baza prezentului Contract, dacă este cazul, folosind în acest sens textul de mai jos.

Clientul întreprinde acțiuni pentru ca aceasta divulgare să aibă loc cu respectarea oricăror cerințe aplicabile, inclusiv cele privind furnizarea de informații și obținerea consimțământului persoanelor vizate, dacă este cazul, astfel încât Banca să poată prelucra datele personale în scopurile prevăzute în prezentul Contract, fără alte formalități. Clientul acționează conform instrucțiunilor pe care Banca le-ar putea emite din când în când, în format electronic sau pe hartie, cu privire la informațiile care trebuie furnizate persoanelor fizice respective în vederea respectării prevederilor acestei clauze:

Informații privind prelucrarea datelor cu caracter personal

Banca prelucrează datele Personale ale Clientului în conformitate cu prevederile Regulamentului (UE) nr. 679/2016 privind protecția persoanelor fizice cu privire la prelucrarea datelor cu caracter personal și libera circulație a acestor date („**Regulamentul**”), precum și în conformitate cu legislația subsecventă aplicabilă.

Datele cu caracter personal care sunt prelucrate de către Banca aparțin următoarelor categorii de persoane vizate: (i) persoanele de contact desemnate de Client, (ii) reprezentanții legali sau convenționali ai Clientului, (iii) angajatul și/sau alte categorii de persoane fizice ale caror date sunt dezvăluite Bancii de către Client, dacă este cazul (denumite în continuare, în mod colectiv și generic, „**Persoane fizice**”). Aceste date cu caracter personal sunt incluse în documentele transmise Bancii la începutul relațiilor contractuale cu Clientul sau în timpul executării acestora.

Motivele și scopurile pentru care Banca prelucrează datele cu caracter personal:

(a) îndeplinirea îndatoririlor legale ale Bancii în contextul îndeplinirii relațiilor contractuale: management administrativ și financiar; pastrarea / depozitarea (înainte de arhivare) și arhivarea

To the extent that the Client discloses Personal Data of the contact persons it designates, of the legal or conventional representatives, the collaborators, the employees and/or other natural person to the Bank for or in connection with this Agreement, considering that the Bank lacks practical means to ensure direct information of these categories of persons, the Client is under the obligation to inform these persons of Processing of their Personal Data, including in the context of the audit right of the Bank granted hereunder, if applicable, using in this respect the information text below.

The Client shall take actions for such disclosure to take place in observance of any applicable requirements, including those regarding provision of information to, and obtaining the consent of the data subjects, if applicable, so that the Bank can Process the Personal Data for the purposes provided under the Agreement, without any further formalities. The Client shall act upon the instructions which the Bank could issue from time to time, in electronic format or on paper, regarding the information to be supplied to the respective natural persons in view of observing the provisions of this clause:

Information regarding Processing of Personal Data

The Bank processes Client's personal data pursuant to the provisions of the Regulation (EU) No 679/2016 on protection of natural persons with regard to the processing of personal data and the free movement of such data (the "**Regulation**"), as well as pursuant to the applicable subsequent legislation.

The personal data which is processed by the Bank belongs to the following categories of data subjects: (i) the contact persons designated by the Client, (ii) the legal or conventional representatives of the Client, (iii) the employee and/or other categories of natural persons the data of whom is disclosed to the Bank by the Client, if applicable (hereinafter referred to collectively and generically as "**Data Subjects**"). This personal data is included in the documents submitted to the Bank at commencement of the contractual relations with the Client or during performance thereof.

The grounds and purposes for which the Bank processes personal data:

(a) fulfilment of the legal duties of the Bank in the context of performing the contractual relations: administrative and financial management; keeping/storing (prior to archiving) and archiving of documents; performance of audits and internal investigations; management of the inspections

documentelor; efectuarea de audituri și investigații interne; gestionarea inspecțiilor efectuate de autorități; asigurarea securității în spațiile Bancii; implementarea măsurilor de securitate a datelor cu caracter personal (inclusiv copii de rezervă ale acestora); alte îndatoriri legale aplicabile termenul naturii relației contractuale și/sau a capacității dvs.). Pentru atingerea scopurilor menționate anterior, Banca se bazează, în măsura necesară, și pe interesul sau legitim de a-și continua activitatea.

(b) încheierea și prestarea Contractului încheiat între Client și Banca, în funcție de specificul relației contractuale;

(c) atingerea intereselor legitime ale Bancii, în contextul exercitării activității sale, în următoarele scopuri: proiectarea, dezvoltarea, testarea și funcționarea sistemelor sau serviciilor IT existente sau noi; gestionarea reclamațiilor.

Categorii de date personale:

Pentru a atinge scopurile de prelucrare menționate mai sus, Banca prelucrează datele pe care Clientul le furnizează direct, datele furnizate de Client pentru încheierea și prestarea Contractului încheiat cu Banca (inclusiv, fără a se limita la: nume, prenume, e-mail, numărul de telefon de adresă), precum și datele pe care Banca le generează, adică: informații rezultate din neconformitățile raportate de alta persoană; date rezultate din operarea aplicațiilor furnizate de Banca (dacă este cazul).

Categorii de beneficiari

În contextul proceselor menționate anterior, Banca poate dezvălui date personale ale Clientului la următoarele categorii de beneficiari: Clientul, în măsura în care își exercită dreptul de acces care i-a fost acordat în conformitate cu legislația aplicabilă; autoritățile publice locale/centrale; reprezentanți autorizați (entități care ajută Banca în activitățile de procesare); și/sau parteneri contractuali.

Durata procesării. Utilizarea ulterioară a datelor cu caracter personal

Datele cu caracter personal ale Clientului sunt prelucrate de către Banca pe durata acestui Contract și ulterior în vederea îndeplinirii îndatoririlor legale ale Bancii, inclusiv a taxelor de arhivare. După expirarea termenilor de arhivare, Banca poate anonimiza datele, lipsindu-le astfel de natura personală, pentru a continua să efectueze diverse prelucrări statistice.

Transfer de date cu caracter personal în străinătate

Deocamdată, pentru a atinge scopurile menționate anterior, Banca ar putea transfera anumite categorii de date cu caracter personal în afara României, către statele UE/SEE, precum și în

conducute de autorități; asigurarea securității în premisele de la Banca; implementarea măsurilor de securitate a datelor cu caracter personal (inclusiv copii de rezervă ale acestora); alte îndatoriri legale aplicabile termenul naturii relației contractuale și/sau a capacității dvs.). Pentru atingerea scopurilor menționate anterior, Banca se bazează, în măsura necesară, și pe interesul sau legitim de a-și continua activitatea.

(b) execuția și performanța de către Banca a Contractului încheiat între Client și Banca, în funcție de specificul relației contractuale;

(c) atingerea intereselor legitime ale Bancii, în contextul exercitării activității sale, în următoarele scopuri: proiectarea, dezvoltarea, testarea și funcționarea sistemelor sau serviciilor IT existente sau noi; gestionarea reclamațiilor.

Categorii de date personale:

Pentru a atinge scopurile de prelucrare menționate mai sus, Banca prelucrează datele pe care Clientul le furnizează direct, datele furnizate de Client pentru încheierea și prestarea Contractului încheiat cu Banca (inclusiv, fără a se limita la: nume, prenume, e-mail, numărul de telefon de adresă), precum și datele pe care Banca le generează, adică: informații rezultate din neconformitățile raportate de alta persoană; date rezultate din operarea aplicațiilor furnizate de Banca (dacă este cazul).

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Transfer de date cu caracter personal în străinătate

Deocamdată, pentru a atinge scopurile menționate anterior, Banca ar putea transfera anumite categorii de date cu caracter personal în afara României, către statele UE/SEE, precum și în

afara UE/SEE. Pentru transferurile din afara UE/SEE, Banca fundamentează transferul de date cu caracter personal pe clauzele contractuale standard adoptate de Comisia Europeană sau alte garanții recunoscute în condițiile legii.

Drepturile Clientului în contextul activităților de procesare

Clientului i se acorda, în condițiile prevăzute de legislația aplicabilă procesării datelor cu caracter personal, următoarele drepturi: (i) dreptul de a fi furnizate informații; (ii) dreptul de acces la date; (iv) dreptul la ștergerea datelor („dreptul de a fi uitat”), în măsura în care sunt îndeplinite condițiile prevăzute de lege; (v) dreptul la restricționarea procesării (începând cu 25 mai 2018); (vi) dreptul la portabilitatea datelor (începând cu 25 mai 2018); (vii) dreptul de a obiecta; (viii) dreptul de a nu fi supus unei decizii individuale automate și (ix) dreptul de a se adresa autorității naționale de supraveghere pentru prelucrarea datelor cu caracter personal sau a instanțelor, în măsura în care considerați ca este necesar.

În urma ștergerii datelor, Banca poate anonimiza aceste date (privând-o astfel de natura personală) și, astfel, să continue prelucrarea acestora în scopuri statistice.

Pentru mai multe detalii despre activitățile de prelucrare efectuate de Banca, precum și despre drepturile de care va bucurați în acest context, vă rugăm să depuneți o cerere (pe hârtie / în format electronic prin e-mail) sau puteți contacta responsabilul cu protecția datelor la adresa de e-mail.: dpo@raiffeisen.ro.

Art. 7. Declarațiile Partilor

Fiecare Parte face declarațiile enumerate mai jos. Aceste declarații vor fi considerate a fi repetate de fiecare Parte la data transmiterii unei Instrucțiuni și constau în:

(i) Situație. Este înființată și își desfășoară activitatea în mod legal conform legilor din jurisdicția în care a fost înființată sau înregistrată și este solvabilă;

(ii) Atributii. Are puterea și autoritatea necesară de a încheia prezentul Contract și de a da Instrucțiuni. Persoana sau persoanele care semnează prezentul Contract sunt reprezentanții autorizați în mod legal, având autoritate deplină de a semna și a duce la îndeplinire prezentul Contract;

(iii) Nicio încălcare sau Conflict. Încheierea prezentului Contract nu încalcă sau nu este în conflict cu vreo lege aplicabilă, oricare dintre prevederile cuprinse în documentele de

shall ground the transfer of personal data on the standard contractual clauses adopted by the European Commission, or other safeguards recognized under the law.

The Client's rights in the context of processing activities

The Client is granted, subject to the conditions laid down under the legislation applicable to processing of personal data, the following rights: (i) the right to be provided information; (ii) the right to access the data; (iv) the right to erasure of date (“the right to be forgotten”), insofar as the conditions under the law are met; (v) the right to restriction of processing (as of 25 May 2018); (vi) the right to data portability (as of 25 May 2018); (vii) the right to object; (viii) the right not to be subject to an automated individual decision and (ix) the right to approach the National Supervisory Authority For Personal Data Processing or the courts of jurisdiction, to the extent you find this necessary.

Further to data erasure, the Bank may anonymize this data (thus depriving it of the personal nature), and thus continue its processing for statistical purposes.

For more details about the processing activities performed by the Bank, as well as on the rights you enjoy in this context, please file an application (on paper/in electronic format by email) or you can contact the Data Protection Officer to the email address: dpo@raiffeisen.ro.

Article 7. Parties' Declarations

Each Party legal entity declares to the other Party the following. These declarations shall be deemed to be repeated by each Party on each date on which an Instruction is given:

(i) Status. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and in good standing;

(ii) Powers. It has the necessary power and authority to enter into this Agreement and to give Instructions. The person or persons signing this Agreement are duly authorized representatives, with full authority to sign and execute the Agreement;

(iii) No violation or Conflict. Entering into this Agreement does not violate or conflict with any applicable law, any provisions of its constitutional documents, any order or judgement of any court or agency of government applicable to it or any contractual restriction binding on or affecting it.

constituire ale acesteia, vreun ordin sau decizie a oricarui tribunal sau agentie guvernamentala aplicat in legatura cu aceasta sau orice restrictie contractuala angajanta pentru aceasta sau de care aceasta este afectata.

(iv) Aprobări. Toate aprobarile care tin de guvernanta companiei si orice alte aprobari necesare a fi obtinute de aceasta in legatura cu prezentul Contract sunt in vigoare si produc efecte si au fost indeplinite toate conditiile unor astfel de aprobari.

(v) Absenta Litigiilor. Nu se afla in curs sau, conform informatiilor acesteia, nu se afla pe cale sa fie initiata impotriva acesteia nicio actiune, proces sau procedura legala in niciun tribunal, organizatie guvernamentala, agentie sau arbitru care ar putea afecta legalitatea, valabilitatea sau aplicabilitatea Contractului.

(vi) Acuratetea Informatiilor Furnizate. Toate informatiile aplicabile care sunt furnizate in scris de catre sau in numele unei parti catre cealalta parte sunt, la data fiecărei Instructiuni, adevărate, corecte si complete din toate punctele de vedere.

(vii) Tranzactii Existente. Prevederile prezentului Contract se aplica retroactiv si Instructiunilor transmise anterior semnării acestuia, de catre Client Bancii, daca este cazul, incepand cu data de 19 iunie 2019 sau data primei Instructiuni transmise Bancii ulterior acestei date.

Art. 8. Reguli privind Instructiunile Clientului si confirmarea lor

8.1. Instructiunile Clientului

(1) Instructiunile vor fi transmise prin mijloacele prevazute la art. 10. "Notificari" din prezentul Contract.

(2) Banca va executa Instructiunile Clientului in baza si in limitele prezentului Contract.

(3) Banca are dreptul sa suspende integral sau partial prestarea de servicii conform acestui Contract in cazuri stipulate de Legislatia aplicabila sau in cazurile in care Clientul datoreaza Bancii sume scadente pentru serviciile de care a beneficiat sau daca Clientul nu isi indeplineste obligatiile conform Contractului.

(4) Banca poate refuza sa execute Instructiunea Clientului daca: (i) forma Instructiunii sau informatia prezentata in Instructiune nu corespunde cerintelor Bancii, (ii) informatia transmisa de Client este incorecta, (iii) Agentul Custode nu a confirmat existenta fondurilor sau

(iv) Consents. All consents related to the corporate governance and other consents that are required to have been obtained by it with respect to this Agreement and are in full force and effect and all conditions of any such consents have been complied with.

(v) Absence of Litigation. There is no pending or, to its knowledge, threatened against it any action, suit or proceeding at law or before any court, tribunal, governmental body, agency, or any arbitrator which is likely to affect the legality, validity, or enforceability of the Agreement.

(vi) Accuracy of Specified Information. All applicable information that is furnished in writing by or on behalf of one party to the other party is, as of the date of each Instruction, true, accurate and complete in all material respects.

(vii) Existing Transactions. The provisions of this Agreement apply retroactively to the Instructions sent prior to its signing, by the Client to the Bank, if applicable, starting with June 19, 2019 or the date of the first Instruction sent to the Bank after this date.

Article 8. Rules regarding the Client's Instructions and their confirmation

8.1. Client Instructions

(1) The Instructions shall be sent through the means of communication stipulated at Article 10 "Notices" of the present Agreement.

(2) The Bank shall execute the Client's Instructions on the grounds and within the limits of the present Agreement.

(3) The Bank has the right to suspend totally or partially the service delivery according to this Agreement in the case specified by the Applicable Legislation or in the cases when the Client owes due amounts towards the Bank for the services rendered or if the Client does not fulfil its obligations according to the Agreement.

(4) The Bank may refuse to execute the Client's Instruction if: (i) the form of the Instruction or the information presented with the Instruction do not correspond to the Bank's requirements, (ii) the information submitted by the Client is incorrect, (iii) the Custodian Agent did not confirm the existence of sufficient funds or Securities to settle the Instruction, (iv) the execution of the Instructions would conflict with Applicable Legislation or (v) the Bank is not able to execute the Instruction in the ordinary course of business.

(5) The Bank may cancel Instructions in accordance with the cancellation procedures established by the corresponding central

Titlurilor de valoare suficiente pentru a deconta Instrucțiunea, (iv) executarea Instrucțiunii ar fi în conflict cu Legislația aplicabilă, (v) Banca nu este în măsură să execute Instrucțiunea în cursul firească al afacerii.

(5) Banca poate anula Instrucțiunile în conformitate cu procedurile de anulare stabilite de depozitarul central al Titlurilor de valoare, precum și în cazurile în care nu a fost posibil să se execute Instrucțiunea în 30 (treizeci) de zile. Dacă se descoperă o eroare în executarea oricărei Instrucțiuni, Banca va contacta Clientul pentru a rezolva problema conform celor agreeate împreună. După notificarea erorii, în cazul în care Banca și Clientul nu pot ajunge la o înțelegere, Banca nu va mai avea nicio responsabilitate în legătură cu respectiva Instrucțiune. Banca trebuie să păstreze datele privind toate erorile înregistrate și ajustările făcute.

(6) Banca își rezervă dreptul de a institui o procedură de identificare și autentificare a Clientului/Reprezentanților Autorizați ai acestuia prin solicitarea datelor de identificare ori prin stabilirea de parole, coduri sau carduri de identificare, după cum va considera necesar.

8.2. Confirmări

(1) Banca va transmite confirmările aferente tuturor tranzacțiilor (denumite *Formular de Tranzacționare/Notificare*). Aceste confirmări vor conține informațiile relevante în conformitate cu reglementările în vigoare și pot fi transmise împreună sau separat.

(2) Toate confirmările, declarațiile și orice alte notificări și documente primite de Client de la Banca conform prezentului Contract reprezintă dovada tranzacțiilor efectuate de Banca în urma Instrucțiunilor acestuia. Clientul are obligația de a verifica toate aceste informații și de a informa Banca cu privire la orice inadvertență conținută în acestea în termen de cel mult 48 de ore de la primirea acestora. În caz contrar, Banca consideră informațiile respective ca fiind cunoscute integral de către Client, iar documentele aferente sunt considerate de către Partii ca valabile și finale.

(3) Dacă în urma verificării datelor din confirmare Clientul sesizează o neconcordanță față de tranzacția negociată și confirmată telefonic sau pe Platforma de tranzacționare, acesta va contacta Banca în vederea lamuririi acesteia, iar Banca va verifica înregistrările telefonice sau de pe Platformele de tranzacționare și va efectua modificările necesare, dacă este cazul.

securities depository, as well as in cases where it has not been possible to execute the Instruction within 30 (thirty) days. If an error is discovered in the execution of an Instruction, the Bank shall contact the Client to solve the problem in accordance with the terms mutually agreed. After the notification of the error, the Bank shall have no liability towards the Client if an agreement cannot be reached between the Client and the Bank. The Bank must maintain data concerning all errors occurred and adjustments made.

(6) The Bank reserves its right to establish a procedure for the identification and authentication of the Client/Authorized Representatives by requesting the identification data or by establishing of passwords, codes, or authentication cards, as the Bank will deem appropriate.

8.2. Confirmations

(1) The Bank shall provide confirmations for each transaction (named *Trading Form/Notice*). Such confirmations shall contain the relevant information, in accordance with the applicable laws and regulations and may be sent together or separate.

(2) All confirmations, statements and any other notices and documents received by the Client from the Bank according to the present Agreement represent evidence of the Transactions performed by the Bank pursuant to the Client's Instructions. The Client has the obligation to verify all such information and to inform the Bank in latest 48 hours their receipt, on any inadvertence contained therein in 48 hours from their receipt. If failing to do so, the Client is deemed by the Bank as being fully aware of the respective information and the related documents shall be deemed by the Parties as being valid and final.

(3) Should the Client notify a discrepancy with the negotiated transaction confirmed over the telephone or on the Trading Platforms, following the verification of the confirmation, he/she/it shall contact the Bank in order to clarify it and the Bank will verify the phone records or Trading Platforms records and will make the necessary changes, where applicable.

(4) The Confirmations may be sent by means of communication provided in CGB. The Bank and the Client may agree other means of communications for confirmations (e.g. within Appendix 1)

(5) If the Client does not identify himself with a password communicated by the Bank when placing the trading order, it/he/she undertakes to return to the Bank the confirmations signed by the

(4) Confirmarile se pot trimite prin mijloacele de comunicare prevazute in CGB. Banca si Clientul pot agreea si alte mijloace de comunicare a confirmarilor (ex: in Anexa 1).

(5) In situatia in care la plasarea ordinului de tranzactionare Clientul nu se identifica in baza unei parole comunicata de Banca, acesta se obliga sa returneze Bancii confirmarile semnate de Reprezentantii Autorizati la data efectuarii tranzactiei sau cel tarziu in ziua imediat urmatoare primirii lor, prin mijloacele de comunicare agreeate.

Art. 9. Tarife si comisioane

(1) Prin prezentul Contract, Clientul agreeaza sa plateasca Bancii, pentru prestatia sa, toate comisioanele si tarifele stabilite in Anexa 2, in confirmari si notificari, la scadentele mentionate in cuprinsul acestora. Comisioanele aferente Contului se vor putea modifica conform prevederilor contractului de cont curent incheiat de Client cu Banca.

(2) Clientul va plati orice suma datorata Bancii la primirea notificarii de plata. Pentru tranzactiile in care decontarea numerarului direct de Agentul Custode nu este permisa (e.g. tranzactiile cu titluri de stat pe piata primara), Banca va debita Contul Clientului cu valoarea tarifelor si comisiunelor la data scadentei acestora, Partile putand agreea si alte modalitati de plata. De asemenea in cazul in care plata sumelor datorate Bancii va necesita schimbarea unei anumite valute in alta, o astfel de schimbare se va efectua la cursul de schimb practicat de Banca la acea data.

Lipsa fondurilor in Contul denominat in moneda Tranzactiei echivaleaza cu acordarea Bancii a mandatului expres de efectuarea de schimburi valutare utilizand cursul de schimb practicat de Banca la acea data.

In cazul in care Clientul nu este de acord cu cursul de schimb al Bancii, astfel cum este afisat pe pagina de internet a Bancii, va asigura fondurile necesare in Contul denominat in moneda Tranzactiei la data decontarii Tranzactiei.

(3) Banca va avea dreptul sa retina sumele in numerar apartinand Clientului/aflata in conturile Clientului iar prin prezentul Contract, Clientul acorda Bancii dreptul de retentie si deducere asupra oricaror sume depozitate in Cont pentru orice pretentie, cost, datorie datorata si neachitata de Client.,

Art. 10. Notificari

Clientul isi da acordul, consimtind in mod expres, la utilizarea mijloacelor de comunicare la distanta inclusiv mijloace electronice cum sunt, dar fara a se limita la: platforme electronice, e-mail, fax, posta pentru incheierea, derularea si modificarea prezentului Contract.

Authorized Representatives on the date of the transaction or at the latest on the day immediately following their receipt, by agreed means.

Article 9. Tariffs and commissions

(1) The Client hereby agrees to pay to the Bank for its performance all fees and commissions set forth in Appendix 2, in confirmations and notices at the due dates comprised therein. The fees related to the Account shall be modified according to the provisions of the current account agreement concluded between the Client and the Bank.

(2) The Client shall pay to the Bank any due amount upon receiving the payment notice. If the cash settlement by the Custodian Agent is not permitted (e.g. government securities on primary market), the Bank shall debit the Client's Account with the amount of the tariffs and commissions on the due date, the Parties may agree other payment methods. Also, if the payment of the due amounts to the Bank implies a currency exchange, such an operation shall be made at the exchange rate established by the Bank for that date.

The lack of funds in the Account denominated in the currency of the Transaction is equivalent to granting the Bank the express mandate to perform foreign exchange using the exchange rate practiced by the Bank at that date.

If the Client doesn't agree with the Bank's currency exchange, as it is displayed on the Bank's webpage, will provide in the Account denominated in the currency of the Transaction the necessary funds on the settlement date of the Transaction.

(3) The Bank shall have the right of retention of any and all Client's amounts deposited in the Client's Accounts and the Client herewith grants the Bank the right of retention and deduction of any amounts deposited on the Account for any claims, charges or outstanding debts owed by the Client.

Article 10. Notices

The Client agrees, expressly consenting, to the use of distance means of communication including electronic means as are, without limitation electronic platforms, e-mail, fax, mail for the conclusion, performance, and alteration of the present Agreement.

10.1. General notices

(1) General notices in connection with this Agreement (e.g. the alteration of the identification data of the Parties, the unilateral termination of the Agreement etc.) or periodical reports will be effective if sent according to the notice clause within CGB at Notices paragraph, already accepted by the Client, as modified from time to

10.1. Notificari generale

(1) Notificarile generale in legatura cu prezentul Contract (ex. modificarea datelor de identificare ale Partilor, denuntarea unilaterala a Contractului etc.) sau raportari periodice vor fi valabile daca vor fi transmise in conformitate cu clauza de notificare prevazuta de paragraful Notificari din CGB deja acceptate de Client, astfel cum sunt modificate din cand in cand si prin mijloacele de comunicare agreeate la art. 10.3. de mai jos. CGB actualizate pot fi solicitate de catre Client responsabilului clientela al acestuia. La data incheierii prezentului Contract, paragraful Notificari este numerotat 9.2. in CGB pentru persoane juridice.

(2) Datele de contact ale Bancii, in scopul prezentei sectiuni, sunt:

RAIFFEISEN BANK S.A.

Departament Vanzari Piete de Capital/ Divizia Piete de Capital, Servicii Bancare de Investitii si Planificare Financiara Personală

Adresa: Bucuresti, Calea Floreasca nr. 246D, sector 1

e-mail: treasury.sales@raiffeisen.ro

Tel: +4021.306.1991

Fax: 021.230 0781

Bloomberg E-bond: _____

Datele de contact ale Clientului, in scopul prezentei sectiuni, sunt:

Adresa: _____

Tel.: _____

E-mail: _____

Fax: _____

10.2. Instructiuni care reprezinta ordine de tranzactionare si cereri de cotationi

(1) Prin exceptie, Instructiunile Clientului care reprezinta ordine de tranzactionare si cereri de cotationi transmise Bancii vor fi transmise de Reprezentantul Autorizat al Clientului prin urmatoarele mijloace de comunicare, conform detaliilor prevazute in Anexa 1:

(i) prin convorbiri telefonice cu reprezentantii Departamentului Vanzari Piete de Capital a Bancii, numai la numerele de telefon inregistrate mentionate in Anexa 1 sau catre alte numere de telefon notificate de Banca in scris Clientului;

(ii) prin Platformele de tranzactionare care reprezinta locuri de tranzactionare la care atat Clientul cat si Banca pot avea acces, de exemplu Bloomberg Multilateral Trading Facility - BMTF si E-BOND, ambele oferite de Bloomberg, asa cum acestea sunt mentionate in Politica Raiffeisen Bank S.A. de executare a ordinelor Clientilor, acceptata expres prin prezentul Contract de Client (pentru Clientii Retail si Profesional) sau sunt

time and by the means of communication agreed at Article 10(3) below. The updated CGB can be requested from your relationship manager. At the date of the conclusion of the present Agreement, the Notices paragraph is numbered 9.2. in CGB for legal entities.

(2) The Bank's contacts, for the purposes of the present section, are:

RAIFFEISEN BANK S.A.

Capital Markets Sales Department/ Division Markets, Investment Banking & Personal Financial Planning Division

Address: Bucharest, 246D Calea Floreasca, 1st district

Tel: +4021.306.1991

E-mail: treasury.sales@raiffeisen.ro

Fax: +40 21 230 0781

Bloomberg E-bond: _____

Client's contacts, for the purpose of this section, are:

Address: _____

Tel.: _____

E-mail: _____

Fax: _____

10.2. Instructions representing trading orders and request for quotations

(1) As an exception, the Client's Instructions that represent trading orders and request for quotations sent to the Bank shall be sent by the Authorized Representative of the Client through the following means of communication, according to the details provided in Appendix 1:

(i) by phone calls to the representatives of the Capital Markets Sales Department of the Bank, only to the recorded phone numbers mentioned in Appendix 1 or to any other phone numbers notified by the Bank in writing to the Client;

(ii) by Trading platform, that represent trading venues to which the Client and the Bank may have access, for example Bloomberg Multilateral Trading Facility - BMTF and E-BOND both offered by Bloomberg, as these are mentioned in the Clients' order execution policy of Raiffeisen Bank S.A., expressly accepted through the present Agreement (for the Retail and Professional Clients) or are notified between the parties for the Clients that are Eligible Counterparties;

(iii) through electronic platforms that facilitate the communication between the Bank and the Client, which may vary according to the type of client and of the financial instrument that is traded and that shall be notified to the Client after the signing of the present Agreement;

(2) any Instructions sent between 9:00 and 17:00 hours are considered received in the day of their transmission and the ones sent outside this

notificate intre Parti pentru clientii Contraparti Eligibile;

(iii) prin platforme electronice care faciliteaza comunicarea intre Banca si Client, care pot varia in functie de tipul de client si de instrumentul financiar tranzactionat si care vor fi notificate Clientului ulterior semnarii prezentului Contract, daca este cazul;

(2) orice Instructiuni transmise intre orele 9:00-17:00 sunt considerate primite in ziua transmiterii lor, iar cele transmise in afara acestui interval orar sunt considerate primite in Ziua Lucratoare urmatoare, cu exceptia situatiilor agreeate in mod expres de Parti.

(3) Banca isi rezerva dreptul de a solicita Clientului sa transmita instructiunile specifice initierii Tranzactiei in forma scrisa, inainte sau dupa incheierea Tranzactiei. In cazul in care o astfel de cerere intervine ulterior Tranzactiei, atunci Clientul va transmite Bancii documentele in termen de 1 (una) Zi Lucratoare de la data cererii.

10.3. Alte Instructiuni

(1) Prin exceptie de la paragrafele precedente, toate Instructiunile care nu reprezinta **ordine de tranzactionare si cereri de cotatii**, inclusiv notele, permisiunile, cererile sau solicitarile permise sau cerute sa fie date in baza prezentului Contract si in derularea lui si in legatura cu tranzactii punctuale vor fi efectuate in scris si vor fi date prin urmatoarele mijloace de comunicare, conform detaliilor furnizate de Parti in Anexa 1:

(i) prin e-mail;

(ii) prin fax;

(iii) mesaje autentificate SWIFT;

(iv) livrate personal (doar de la Client catre Banca) purtand semnatura Reprezentantilor Autorizati ai Clientului.

(2) Pentru punctele (i)-(iii) Instructiunile se considera primite la data transmiterii lor daca sunt transmise pana in ora 17:00 iar dupa aceasta ora sunt considerate primite in Ziua Lucratoare urmatoare. Instructiunile transmise prin livrare personala se considera primite la momentul receptiei.

(3) Mijloacele de comunicare descrise la prezentul paragraf pot fi folosite si pentru Instructiunile care reprezinta ordine de tranzactionare si cereri de cotatii doar in situatia in care comunicarea telefonica/electronica nu poate avea loc din cauza unei defectiuni tehnice sau a unei situatii similare conform detaliilor agreeate de Parti pentru fiecare situatie in parte.

10.4. Alte prevederi legate de Notificari

interval are considered received in the next Business Day, except the cases expressly agreed by the Parties.

(3) The Bank reserves the right to request the Client to deliver the Transaction documents in written form, before or after the conclusion of the Transaction. If such a request is made after a Transaction, then the Client shall transmit such documents to the Bank in 1 (one) Business Day from the date of request.

10.3. Other Instructions

(1) As an exception for the paragraphs above, all Instructions that are not trading orders and requests for quotations, including notices, permissions, demands or requests permitted or required to be given under this Agreement and its performance and relating to individual transactions shall be in writing, sent by the following communication means, according to the details of the Parties mentioned in Appendix 1:

(i) by email;

(ii) by fax;

(iii) authenticated SWIFT message;

(iv) personal delivery (only from the Client to the Bank) bearing the signature of the Authorised Representatives of the Client.

(2) For points (i)-(iii) the Instructions are considered received on the date of their transmission if they are sent until 17:00 hours and after this hour are considered received in the following Business Day and for the personal delivery are considered received at the moment of their reception.

(3) The means of communication described in the present paragraph may be used also for the Instructions that represent trading orders and request for quotations only provided that the telephonic/electronic communication cannot take place due to a technical malfunction or a similar situation, according to the detail agreed by the Parties for each situation, separately.

10.4. Other provisions related to Notices and Instructions

(1) Notices, including Instructions and other reports may be written in Romanian language and/or in English language.

(2) The Bank shall prescribe the format by which the Client is to tender its Instructions to the Bank, as well as any authentication procedures or requirements. The Bank may amend such formats, modes, procedures or requirements from time to time, and will advise the Client accordingly. The

(1) Notificarile, inclusiv Instructiunile si rapoartele se pot face in limba romana si/sau in limba engleza.

(2) Banca va prescrie formatul, prin care Clientul va prezenta Instructiunile sale Bancii, precum si orice proceduri sau cerinte de autentificare. Banca poate modifica aceste formate, moduri, proceduri sau cerinte din cand in cand si va sfatui Clientul in consecinta. Partile pot agreea si alte modalitati de transmitere a notificarilor Instructiunilor.

(3) Banca este indreptatita sa refuze o notificare sau Instructiune trimisa prin fax/e-mail daca Banca are indoilei justificate privind autorizarea sau intentia expeditorului faxului/e-mailului sau daca notificarea trimisa prin fax/e-mail poate, din cauza erorilor tehnice de transmisie sau pentru alte motive, sa fie ilizibila sau ar putea conduce la erori. Banca nu isi asuma nicio responsabilitate pentru tranzactiile care au fost realizate sau care au ramas nerealizate pe baza unei astfel de notificari si nici nu isi asuma nicio responsabilitate pentru posibilele pagube rezultate din neacceptarea unei astfel de notificari.

(4) Banca nu va fi tinuta raspunzatoare pentru eventualele prejudicii aduse Clientului atunci cand Instructiunile sunt date de Client conform prezentului articol, iar preluarea acestora de catre Banca a fost efectuata cu verificarea identitatii Clientului/ Rezentantilor Autorizati doar in baza parolelor furnizate/adreselelor de e-mail.

(5) Clientul este de acord, dandu-si in mod expres consimtamantul pentru (i) inregistrarea si stocarea de catre Banca a oricaror convorbiri telefonice si a comunicarilor electronice inclusiv a conversatiilor de pe platformele de tranzactionare sau de comunicare stabilite intre Parti, inclusiv instructiunile/confirmarile si convorbirile care au legatura cu serviciile de investitii prestate, (ii) obtinerea acordurilor si informarea Rezentantilor Autorizati de catre Client cu privire la aceste inregistrari, daca este cazul si (iii) utilizarea acestor inregistrari ca mijloace de proba in instanta, in masura permisa de legea aplicabila.

Clientii au dreptul sa primeasca copii ale acestor inregistrari intr-o perioada rezonabila de timp, in masura in care acestea se refera la tranzactiile/tranzactiile potientiale cu instrumente financiare. Copiile dupa aceste inregistrari sunt arhivate pe o perioada de 7 (sapte) ani si pot fi puse la dispozitia Clientului.

Art. 11. Penalitati

(1) Pentru orice suma datorata de Client Bancii sau care trebuie pusa la dispozitia Bancii in vederea decontarii in cazul in care decontarea numerarului direct de Agentul Custode nu este permisa (e.g.

Parties may agree other means of communication for notices and Instructions.

(3) The Bank is entitled to refuse to accept a notice or Instruction sent by fax/email, if the Bank has justified doubts concerning the authorization or intent of the sender of the fax/e-mail or if the notice sent by fax/email may, due to technical transmission errors or for other reasons be illegible or misleading. The Bank does not assume responsibility for transactions that were performed or remained unperformed on the basis of such notices, nor does the Bank assume responsibility for the possible damages arising from the non-acceptance of such notices.

(4) The Bank shall be held harmless by the Client for possible damages to the Client if the Instructions were given by the Client in accordance with the present Article and their takeover by the Bank was made by checking the identity of the Client/Authorized Representatives only based on the provided passwords/their email addresses.

(5) The Client agrees, giving his/hers express consent (i) to recording and keeping by the Bank of the telephone conversations and electronic communications including conversations on the trading or communication platforms established between the Parties, including instructions/confirmations and conversations related to the investment services rendered, (ii) to obtain the consent and to inform his/her/its Authorized Representatives with regard to such recordings and if case and (iii) to their use as evidence in court, to the extent permitted by the applicable law.

Clients are entitled to get copies of such recordings and of records of other electronic communications within a reasonable time period, to the extent they relate to potential transactions and transactions in financial instruments. Copies are archived for a period of seven (7) years and may be made available to the Client.

Article 11. Penalties

(1) For any amount due by the Client to the Bank or that has to be made available to the Bank for settlement, in case the cash settlement by the Custodian Agent is not permitted (e.g. government securities on primary market), according to the present Agreement and not paid/not made available at the date mentioned or imposed in the present Agreement, Instructions and confirmations the Client will bear an interest for each day starting with the due date and until the date of the effective payment, at a rate equal to the rate charged by the Bank to its clients for unauthorised overdraft.

tranzactiile cu titluri de stat pe piata primara), conform prezentului Contract si neplatita/nepusa la dispozitia Bancii la termenele stabilite sau impuse in prezentul Contract, Instructiuni, confirmari Clientul va datora o dobanda calculata pentru fiecare zi incepand cu data scadentei si pana la data efectuarii platii efective, la o rata egala cu rata dobanzii percepute de Banca clientilor sai pentru overdraft neautorizat.

Art. 12. Secretul bancar

(1) Clientul, autorizeaza irevocabil Banca, in cele ce urmeaza, sa transmita - companiei emitente sau oricarei alte autoritati relevante, in mod special dar nelimitandu-se la autoritatile care reglementeaza pietele de instrumente financiare, autoritatilor bancare sau oricarei alte autoritati de supraveghere sau instante judecatoresti, ori de cate ori Banca este obligata sa faca o asemenea dezvaluire conform prevederilor Legii aplicabile - orice date referitoare la tranzactiile cu Titluri de valoare, incluzand dar fara a se limita la datele personale ale proprietarului informatiilor, cum ar fi nume, adresa, nationalitate si data nasterii. Intr-o asemenea situatie, Clientul va fi obligat sa furnizeze Bancii datele solicitate.

Art. 13. Cunostinte, experienta si riscuri

(1) Clientul confirma ca tranzactiile cu instrumente financiare care urmeaza a fi incheiate in baza prezentului Contract pot fi in mod particular complexe; astfel, este necesara detinerea de catre Client a unor cunostinte privind piata specifica si Titlurile de valoare, inclusiv dar fara a se limita la, terminologia profesionala. In consecinta, Clientul declara ca semneaza prezentul Contract si incheie orice tranzactie doar daca este pe deplin familiar cu toate elementele, riscurile potentiale, caracteristicile economice si juridice. Banca respinge explicit orice raspundere in cazul in care Clientul induce in eroare Banca in legatura cu familiaritatea acestuia cu instrumentele financiare si tranzactiile aferente.

Banca presteaza Clientilor Profesionalii, precum si clientilor Contraparti Eligibile, in baza prezentului Contract, Serviciul de Intermediere de tip executie (execution only).

(2) Clientii Profesionalii si Contraparti Eligibile, au potrivit legii, cunostintele si experienta necesare cu privire la tranzactii si pot suporta riscurile aferente. In consecinta, evaluarea oportunitatii instrumentelor financiare sau ale serviciului de investitii printr-un Test de Oportunitate nu este efectuata de Banca.

(3) Decizia de investitie apartine intotdeauna Clientului, care evalueaza si ia la cunostinta toate riscurile unei tranzactii cu instrumente financiare. Clientul confirma ca va incheia doar tranzactiile cu instrumente financiare ale caror riscuri le intelege

Article 12. Banking secrecy

(1) The Client herewith irrevocably authorizes the Bank to pass on any data concerning the transactions with Securities, including but not limited to the personal data of the beneficial owner as for example name, address, nationality and date of birth, to the issuing company or to any relevant authority, in particular but not limited to the capital markets, banking authorities, or any other supervisory or judicial authority, whenever the Bank is compelled to do so by the Applicable Law. In this case the Client shall be obliged to provide the data as demanded to the Bank.

Article 13. Knowledge, experience, and risks

(1) The Client confirms that the transactions that shall be concluded on the grounds of the present Agreement may be particularly complex; thus, the Client has to have knowledge regarding the specific market and the Securities - including without limitation the professional terminology. Consequently, the Client declares that signed the present Agreement and concludes any transaction only if he/she/it is fully familiar with all the elements, potential risks, economic and legal aspects. The Bank explicitly rejects all liabilities if the Client misleads the Bank regarding its familiarity with financial instruments and transactions.

The Bank renders to the Clients classified as Professional or Eligible Counterparties benefit, on the grounds of the present Agreement, of the execution only type of Intermediation Service.

(2) Professional Clients and Eligible Counterparties have according to the law, the knowledge and the experience needed regarding the transactions and may undertake the risks related to it. As a result, the appropriateness of the financial instruments and of the investment service through an Appropriateness Test is not realised.

(3) The investment decision always resides with the Client, which evaluates and acknowledges all the risks of a transaction in financial instruments. The Client confirms that he/she/it shall enter only in such transactions with financial instruments for which the Client fully understands and has a clear image of all the risks involved.

Article 14. Final provisions

(1) The provisions in the present Agreement shall be completed by the CGB issued by the Bank and by the legal provisions in force which regulate the operations required by the Client. The Client accepts the terms expressly unusual, as defined by Article 1203 from

si asupra carora are o imagine clara a tuturor riscurilor pe care le presupune.

Art. 14. Dispozitii finale

(1) Prevederile prezentului Contract se vor completa cu CGB emise de Banca si cu dispozitiile legale in vigoare care reglementeaza operatiunile dispuse de Client. Clientul accepta in mod expres clauzele neuzuale, astfel cum sunt definite de art. 1203 C. Civ., din prezentul Contract care includ fara a se limita la: art. 4. "*Obligatiile, drepturile si raspunderea Bancii*"; art. 5. "*Obligatiile, declaratiile si garantiile Clientului*"; art. 8. "*Reguli privind Instructiunile si confirmarea lor*"; art. 9. "*Tarife si comisioane*"; art. 10. Notificari; art. 11 "*Penalitati*"; art. 13 "*Cunostinte, experienta si riscuri*" si art. 14. "*Dispozitii finale*".

Clientul accepta in mod expres clauzele CGB care sunt incorporate prin referire in prezentul Contract.

(2) Legea aplicabila prezentului Contract este legea romana.

(3) Litigiile dintre Parti in legatura cu interpretarea si executarea prezentului Contract se vor solutiona pe cale amiabila, iar in cazul in care acest lucru nu este posibil vor fi supuse instantelor judecatoresti din Romania.

(4) Pentru solutionarea pe cale amiabila a eventualelor dispute, Clientul poate apela la mecanisme extrajudiciare de reclamatie potrivit prevederilor Legii nr. 192/2006 privind medierea si organizarea profesiei de mediator, cu modificarile si completarile ulterioare.

(5) In cazul in care, orice prevedere din prezentul Contract este sau devine la un moment dat ilegala, invalida sau neexecutabila conform legii aplicabile, legalitatea, valabilitatea si aplicabilitatea celorlalte prevederi ale Contractului nu vor fi afectate de aceasta, iar termenii si conditiile ilegale, invalide si neexecutabile vor fi inlocuite, tinand cont de interesul celor doua Parti, de altii termeni si conditii legale, valabile si aplicabile.

(6) Acest Contract, asa cum este modificat din timp in timp, impreuna cu CGB, care sunt incorporate prin referire, constituie impreuna legea Partilor si reprezinta, in forma si continutul in care se semneaza, intelegerea deplina si completa a Partilor si rezultatul negocierii cu buna-credinta, egale si neviciate. Clientul declara ca a primit si a inteles termenii si conditiile prezentului Contract, anterior semnarii si este de acord cu acesta.

(7) Partile consimt ca exprimarea consimtamantului pentru incheierea prezentului

the Civil Code, from the present Agreement which include without limitation: Article 4 "*Obligations, rights and liabilities of the Bank*"; Article 5 "*Obligations, representations and warranties of the Client*"; Article 8 "*Rules regarding Instructions and their confirmation*"; Article 9 "*Tariffs and commissions*"; Article 10 "*Notices*"; Article 11 "*Penalties*"; Article 13 "*Knowledge, experience and risks*"; Article 14 "*Final provisions*".

The Client expressly accepts the terms of CGB, which are incorporated by reference within the present Agreement.

(2) The applicable legislation for this Agreement is the Romanian Law.

(3) Any litigation between the Parties related to the present Agreement's interpretation and execution shall be solved amiably, and when this is not possible it shall be settled within the competent court of law of Romania.

(4) For the amicable settlement of any disputes, the Client may resort to extrajudicial complaint mechanisms according to the provisions of Law no. 192/2006 on mediation and organization of the mediator profession, with subsequent amendments and completions.

(5) In the event that any provision of the Agreement is or becomes invalid or unenforceable according to the Applicable Legislation, the validity and enforceability of the remaining provisions shall not be affected, and the unenforceable terms shall be replaced by valid and/or enforceable terms duly taking into account the interests of the Parties, the other terms, and the legal valid and applicable provisions.

(6) This Agreement as modified from time to time and CGB, that are incorporated by reference, establish together the law of Parties and represents, in the signed form and content, the Parties' full agreement and the result of impartial, in good faith and unaltered negotiation. The Client declares that he/she/it received and understood the terms and conditions of the present Agreement, before its signing and agrees with it.

(7) The Parties agree that the consent for the conclusion of this Agreement, of any subsequent addenda, and the consent to any other related documents, may be made only by the use by all Parties of the same method of signing amongst the following:

(a) the handwritten signature of the document in the presence of a representative of the Bank;

(b) the application of a valid qualified electronic signature on the electronic document, which meets the validation requirements of Regulation (EU) No 182/2011; 910/2014 of the European

Contract, a eventualelor acte aditionale subsecvente si semnarea oricaror alte documente aferente se poate face doar prin utilizarea de catre toate Partile a aceleiasi modalitati de semnare dintre urmatoarele :

(a) semnarea olografa a documentului in prezenta unui reprezentant al Bancii;

(b) aplicarea pe documentul electronic a unei semnaturi electronice calificate valide, care indeplineste cerintele de validare prevazute de Regulamentul (UE) nr. 910/2014 al Parlamentului European si al Consiliului din 23 iulie 2014, privind identificarea electronica si serviciile de încredere pentru tranzactiile electronice pe piata interna, bazata pe un Certificat digital calificat valid (nerevocat/ nesuspendat) la momentul semnarii.

Semnarea documentatiei contractuale in format electronic se va efectua prin intermediul canalelor electronice de comunicare agreeate de Parti in baza prezentului Contract.

Partile declara in mod expres si irevocabil ca: (i) documentul contractual semnat de Parti in modalitatile de semnare mentionate mai sus, contine un consimtamant valabil exprimat cu privire la cuprinsul acestuia, (ii) primirea de catre Banca a documentului contractual astfel semnat, de Client si transmis Bancii in modalitatea agreeata de aceasta, urmata de aplicarea semnaturii reprezentantului Bancii pe documentul contractual, marcheaza momentul incheierii valabile a contractului si face dovada deplina a acordului de vointa exprimat valabil si neingradit de Parti pentru continutul acestuia.

Partile agreeaza ca, in cazul actelor aditionale sau altor documente ce trebuie consimtite dupa semnarea Contractului, consimtamantul Clientului poate fi exprimat, in masura permisa de lege (i) in orice alt mod specific canalului de comunicare agreeat de Parti, din care sa reiasa consimtamantul Clientului, inclusiv prin exprimarea consimtamantului in cadrul apelului audio/video inregistrat de Banca, initiat in cadrul aplicatiilor si platformelor puse la dispozitie de Banca sau in alt mod prevazut de aplicatia/platforma/mijlocul electronic respectiv avand valoare egala cu acordul scris al Clientului si (ii) prin acceptare tacita, in cazul neprimirii unui raspuns din partea Clientului cu privire la modificarile comunicate si continuarea de catre Client a plasarii de Instructiuni in baza prezentului Contract.

(8) Consimtamantul Clientului pentru derularea contractului la distanta se exprima prin semnarea prezentului Contract respectiv a Anexei 5 -Cerere la prezentul Contract, precum si prin orice alte mijloace, inclusiv in cadrul contractelor/termenilor si conditiilor privind mijloacele electronice de comunicare, daca este cazul.

Parliament and of the Council of 23 July 2014 on electronic identification and reliable services for electronic transactions in the internal market, based on a valid qualified digital certificate (not revoked /not suspended) at the time of signing.

The signing of the contractual documentation in electronic format will be performed through the electronic communication channels agreed by the Parties based on this Agreement.

The Parties expressly and irrevocably declare that: (i) the contractual document signed by the Parties in the manner of signing mentioned above, contains a valid consent expressed in its contents, (ii) the receipt by the Bank of the contractual document thus signed, by the Client and sent to the Bank in the manner agreed by it, followed by the signature of the Bank's representative on the contract document, marks the moment of valid conclusion of the contract and makes full proof of the agreement of will expressed valid and not restricted by the Parties for its content.

The Parties agree that, in the case of additional acts or other documents that need to be consented after signing the Agreement, the Client's consent may be expressed, to the extent permitted by law (i) in any other manner specific to the communication channel agreed by the Parties from which the Client's specific consent shall be established, including by expressing consent in the audio / video call recorded by the Bank, initiated in the applications and platforms provided by the Bank, or otherwise provided by the application / platform / electronic means having value equal to the written agreement of the Client (ii) by tacit acceptance in case of non-receipt of a response from the Client regarding the communicated changes and the continuation by the Client of the placement of Instructions based on this Agreement.

(8) The Client's consent for the performance of the distance contract is expressed by signing this Agreement and Appendix 5 - Application to this Agreement, as well as by any other means, including contracts / terms and conditions regarding electronic means of communication, if applicable.

The Parties agree that this Agreement is concluded in two originals, one of which shall be remitted to the Client and is considered concluded at the headquarters of the Bank; in the event of concluding the Agreement in electronic format, all Parties will receive its signed electronic version, through the communication channel approved by the Bank; the agreement signed in electronic format by all Parties has original value.

Partile convin ca prezentul Contract se incheie in doua exemplare originale din care unul va fi remis Clientului si se considera incheiat la sediul Bancii; in ipoteza incheierii Contractului in format electronic, toate Partile vor primi varianta electronica semnata a acestuia, prin canalul de comunicare agreat de Banca; contractul semnat in format electronic de catre toate Partile are valoare de original.

Art. 15. Anexe

(1) Anexa 1 "*Lista Reprezentantilor Autorizati*" , Anexa 2 "*Tarife si comisioane*", Anexa 3 "*Instructiunile standard de decontare*", Anexa 4 - "*Cerere*" precum si orice noua anexa care inlocuieste o anexa completata de Client anterior fac parte integranta din prezentul Contract.

(2) Partile vor actualiza anexele prin semnarea unor noi anexe fara incheierea unui act aditional la prezentul Contract.

(3) Prezentul Contract inlocuieste orice conventie semnata anterior intre Parti avand acelasi obiect.

Article 15. Appendices

(1) Appendix 1 "*The List of the Authorised Representatives*", Appendix 2 "*Tariffs and fees*", Appendix 3 "*Standard settlement Instructions*", Appendix 4 - "*Application*", as well as any new appendix that replaces the appendix previously filled in by the Client are an integral part of the Agreement.

(2) The Parties shall update the appendices by signing of new appendices without the conclusion of an additional act to the Agreement.

(3) The present Agreement replaces any agreement signed before between the Parties having the same subject matter.

PENTRU INFORMARE/FOR INFO

**Anexa 1 la Contractul cadru de intermediere titluri de valoare pentru investitori instititionali
nr./Appendix 1 to Master Agreement for Securities Intermediation for Institutional Investors no.
_____ din/ from _____**

Lista Reprezentantilor autorizati / List of Authorised representatives

Formular valabil incepand cu data/ Valid starting with: _____

Prezentul formular inlocuieste Anexa depusa la data/ The present form replaces the Appendix attached to the contract on date _____ (se va completa daca este cazul)/(filled in only if such case exists)

NUME/ NAME	CNP/personal identification no.	PREGATIREA PROFESIONALA/STUDIES	TEL/ /BBG UUID	ADRESA EMAIL/ EMAIL ADDRESS
1.				
2.				
3.				
4.				

FAX _____

In ceea ce priveste toate confirmarile in legatura cu Tranzactiile noastre, prin prezenta instruim Banca sa transmita documentele prin e-mail la adresele mentionate mai sus sau la urmatoarea adresa:/ With regard to all confirmations in connection with our Transactions, we hereby instruct the Bank to send the documents by e-mail to the addresses mentioned above or to the following address:/

Instructiunile se transmit prin mijloacele agreeate la art. 10.2 si 10.3 din prezentul Contract la datele de contact mentionate la art. 10(1)(2)./ The instructions are sent by the means agreed in Articles 10.2 and 10.3 of this Agreement to the contact data described in art. 10 (1) (2).

Clientul isi asuma obligatia de a informa Banca cu privire la orice modificare a datelor mentionate in prezenta Anexa privind Reprezentantii Autorizati sau adresa de email; orice astfel de modificare este opozabila Bancii doar de la momentul la care Clientul depune la Banca in original prezenta Anexa continand aceste modificari, semnata de persoanele abilitate sa reprezinte Clientul./ The Client undertakes the responsibility to inform the Bank of any modification of the data specified in this Appendix, regarding the

Authorized Representatives or the email addresses; any of these modifications is to be considered valid by the Bank only at the moment the Client deposits at the Bank in original the present Appendix which contains the modifications, signed by the persons empowered by the Client.

Informarea Rezentantilor Autorizati cu privire la prevederile contractuale ramane in sarcina reprezentantilor legali ai Clientului./ Informing the Authorized Representatives on the contractual provisions remains in the duty of the Client's legal representatives.

Protectia datelor cu caracter personal („Date personale”)/ Personal Data Protection ("Personal Data")

Datele personale ale Rezentantilor Autorizati se vor prelucra de catre Banca in conditiile Regulamentului (UE) 2016/679 privind protectia persoanelor fizice in ceea ce priveste prelucrarea datelor cu caracter personal si privind libera circulatie a acestor date si de abrogare a Directivei 95/46/CE („**Regulamentul**”), in scopul executarii Contractului, al indeplinirii obligatiilor legale, precum si in scopuri legitime (ex. prevenirea fraudei, realizarea raportarilor interne, aplicarea masurilor de analiza a clientelei conform legislatiei aplicabile etc.)./ Personal data of the Authorised Representatives will be processed by the Bank as per 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 Agreement, fulfilling its legal obligations, and for legitimate purposes (e.g. fraud prevention, internal reporting, application of client analysis measures under applicable law etc.).

Clientul are obligatia de a-si informa direct, conform art. 12 si 13 si 14 din Regulament, reprezentantii, colaboratorii, persoanele implicate in executarea Contractului, persoanele de contact salariatii imputerniciti in relatia cu Banca cu privire la prelucrarea Datelor lor personale de catre aceasta din urma, pentru scopurile mentionate anterior. / The Client has the obligation to inform directly, according to art. 12 and 13 and 14 of the Regulation, the representatives, collaborators, persons involved in the execution of the Contract, contact persons / employees empowered in relation to the Bank to process their Personal Data by the latter for the purposes mentioned above.

In executarea acestei obligatii, Clientul isi va informa persoanele mentionate mai sus desemnate de catre Client in ceea ce priveste prelucrarea datelor lor cu caracter personal de catre Banca utilizand nota de informare mentionata in cadrul *Politicii privind prelucrarea si confidentialitatea datelor*, sectiunea 2.3 cu privire la parteneri contractuali, disponibila la urmatorul link : <https://www.raiffeisen.ro/ro/despre-noi/politica-de-confidentialitate.html>. In fulfilling this obligation, the Client will inform the above named persons designated by the Client regarding the processing of their personal data by the Bank using the information note mentioned in the Data Processing and Confidentiality Policy, Section 2.3 on Partners contract, available at the following link: <https://www.raiffeisen.ro/ro/despre-noi/politica-de-confidentialitate.html>

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

dezvaluiri sau acces neautorizat si impotriva procesarii ilegale. / The Bank shall provide security standards for the processing of Personal Data in accordance with Art. 32 of the Regulation by taking and applying all appropriate technical and operational measures to protect Personal Data against any accidental or unlawful destruction, loss, alteration, disclosure or unauthorized access and against unlawful processing.

PENTRU INFORMARE/FOR INFO

Anexa 2 la Contractul cadru de intermediere titluri de valoare pentru investitori institutionali nr./Appendix 2 to Master Agreement for Securities Intermediation for Institutional Investors no. _____ din/ from _____

Tarife si comisioane aferente serviciilor de intermediere titluri de valoare/Fees and commissions related to the intermediation services for Securities

Formular valabil incepand cu data/ Valid starting with:

Prezentul formular inlocuieste Anexa depusa la data/ The present form replaces the Appendix attached to the contract on date _____ (se va completa daca este cazul) /(filled in only if such case exists)

1. Deschidere Cont/Opening Account: gratuit / free of charge

2. Comisioane piata primara pentru titluri de stat/ Primary market fees for government bonds:

Piata locala*/Local market	Piete externe/External market
0,60% din suma adjudecata, minimum 100 RON sau echivalentul in valuta decontarii/0.60% of the auction, minimum 100 RON or equivalent in the settlement currency	0,60% din suma tranzactionata/0.60% of the traded amount
Comisionul aferent fiecarei Tranzactii este comunicat Clientului telefonic inainte de preluarea ordinului. Acesta se calculeaza ca procent din valoarea de decontare a Tranzactiei si se incaseaza la data decontarii Tranzactiei. *Emise de Ministerul Finantelor din Romania / The fee related to each transaction shall be communicated to the Client by telephone before the receiving of the trading order. It is calculated as a percentage of the settlement value of the trade and is cashed on the settlement date. * Issued by the Ministry of Finance of Romania	

3. Marja de tranzactionare maximala (inclusa in pretul Tranzactiei) aplicabila Tranzactiilor cu titluri de stat pe piata secundara locala si externa/ Maximal spread (included in Transaction price) for Transactions with government bonds on the secondary local and external market:

Marja de tranzactionare /Spread	
Marja de tranzactionare maximala, inclusa in pretul Tranzactiei/Maximal spread, included in Transaction price	Valoare procentuala maximala/ Maximal percentage value
	0.05%
Banca poate cumpara titlurile de stat la un pret mai mic decat cel la care le revinde clientului si/sau le poate revinde la un pret mai mare decat pretul la care le-a cumparat de la client / The Bank buys the government bonds at a lower price than the price at which it resells them to the Client and/or may resell them at a higher price than the price at which it bought them from the Client.	

4. Comision de tranzactionare aplicabil Tranzactiilor cu Titluri de valoare altele decat titlurile de stat (eg. obligatiuni corporative)/ Trading fee for Transactions with Securities other than government bonds (eg. corporate bonds):

Piata primara/ Primary market	Piata secundara/ Secondary market
0,60% din suma adjudecata, minimum 100 RON sau echivalentul in valuta decontarii/0.60% of the auction, minimum 100 RON or equivalent in the settlement currency	0,40% din valoarea tranzactiei/0.40% of the transaction value
Comisionul aferent fiecarei Tranzactii este comunicat Clientului telefonic inainte de preluarea ordinului. Acesta se calculeaza ca procent din valoarea de decontare a Tranzactiei si se incaseaza la data decontarii Tranzactiei. Formula de calcul a valorii comisionului per Tranzactie este: comision (%) * numarul de Titluri de valoare ¹ tranzactionate * pretul de achizitie (clean price ² in valoare absoluta la care se adauga dobanda acumulata de la data ultimului cupon si pana la data decontarii). /The fee related to each transaction shall be communicated to the Client by telephone before the receiving of the trading order. It is calculated as a percentage of the settlement value of the trade and is cashed on the settlement date. The calculation	

formula of the trading fee is: fee (%) *number of traded securities¹ *acquisition price (clean price² in absolute value plus the accrued interest from the date of the last coupon to the settlement date).

1-Titluri de valoare altele decat titlurile de stat/ Securities other than government bonds.

2- Pretul net, care nu include dobanda./ The net price, without interest.

Banca nu primeste plati din partea unor parti terte in legatura cu serviciile de investitii furnizate, Banca precizand Clientului inainte de incheierea tranzactiei in situatia in care va primi o astfel de plata. / The Bank does not receive third party payments related to the services rendered, in case the Bank shall receive such a payment, it shall mention it to the client before a transaction is concluded.

Pentru o informare completa va rugam sa parcurgeti si exemplele de calcul al comisioanelor si tarifelor furnizate pe site-ul Bancii: www.raiffeisen.ro la sectiunea Despre-noi/Guvernanta Corporativa <https://www.raiffeisen.ro/ro/despre-noi/guvernanta-corporativa/mifid.html> / For a complete review please also read carefully the examples of calculation of the commissions and fees, posted on the Bank's site: www.raiffeisen.ro within the section Despre-noi/Guvernanta Corporativa <https://www.raiffeisen.ro/ro/despre-noi/guvernanta-corporativa/mifid.html>

PENTRU INFORMARE/FOI

Anexa 3 la Contractul cadru de intermediere titluri de valoare pentru investitori institutionali nr./Appendix 3 to Master Agreement for Securities Intermediation for Institutional Investors no. _____ din/ from _____

Instructiuni standard de decontare /Standard settlement instructions

formular valabil incepand cu data/ Valid starting with: _____
 Prezentul formular inlocuieste Anexa depusa la data _____ (se va completa daca este cazul)
 The present form replaces the Appendix dated _____ (filled in only if such case exists)

Standard Settlement Instructions

Raiffeisen Bank Romania

Cladirea de Birouri FCC, Calea Floreasca nr. 246D, sector 1, Bucuresti
 Dept.Managementul Tranzactiilor/ Transactions Management Depart.
 Fax: 0040 -21- 312 03 66
 SWIFT: RZBRROBU

Settlement Contact:

Ioana Retevoiu Tel: 0040-21-306 1278, e-mail: ioana.retevoiu@raiffeisen.ro
 Sorin Sabau Tel: 0040-21-306 1277, e-mail: sorin.sabau@raiffeisen.ro

Country	Sub custodian	BIC Code	Securities account number
Romania (for domestic bonds)	National Bank of Romania (SaFIR)	NBORROBB	RZBR0
Austria (for domestic bonds)	Oesterreichische Kontrollbank, Raiffeisen Bank Vienna	OEKOATWW through RZBAATWW	OEKB/222100
Int. Clearing	Clearstream Luxembourg through Raiffeisen Bank Romania	CEDELULL through RZBAATWW	CEDE/12467

Client: _____

Vă rugăm cu amabilitate să ne anunțați instrucțiunile de decontare (vă rugăm să tastați clar) sau să trimiteți documentele existente prin fax.
 /Please be so kind and let us know your settlement instructions (please type clearly), or send your existing documents by fax.

Settlement Contact:

.....

Country	Sub custodian	BIC Code	Securities account number

Anexa 4 la Contractul cadru de intermediere titluri de valoare pentru investitori institutionali nr./Appendix 4 to Master Agreement for Securities Intermediation for Institutional Investors no. _____ din/ from _____

CERERE/APPLICATION

1. Date de identificare/ *Identification details*

Persoana Juridica/ Legal Entity

Denumire/ *Company Name*: _____

Sediu social/ *Headquarter*: _____

Site/Website: _____

Inregistrat la Registrul Comertului/ *Registered in the Trade Registry* _____ sub nr./under no. _____

Datele de identificare de mai sus se completeaza cu cele furnizate in formularul pentru definire si actualizare date al Clientului/*The abovementioned ID details are supplemented by the data provided within the Form for identification and update of personal data of the Client.*

2. Clientul declara ca valoarea estimata a investitiei este de/*The client declares that the estimated value of the investment is* _____, iar scopul investitiei este/*and the purpose of the investment is* _____.

3. Clientul declara ca nivelul riscului pe care doreste sa si-l asume prin contactarea Serviciului de Intermediere cu privire la Titlurile de valoare este/*The Client declares that the level of risk he wants to assume by contacting the Intermediation Service regarding the Securities is* _____ (se va completa cu nivelul riscului, respectiv ridicat, mediu, scazut)/(*it will be filled in with the level of risk, respectively high, medium, low*).

4. Este societatea listata pe una sau mai multe piete reglementate?/ *Is the company listed on one or more regulated markets ?*

Da/Yes

Nu/No

Daca raspunsul este Da, va rugam sa furnizati urmatoarele date/*If Yes, please provide the following details:*

Tara/Country _____ Piata/Market _____

Tara/Country _____ Piata/Market _____

Tara/Country _____ Piata/Market _____

5. Exista o legatura (participare/afiliere) intre Client si o alta societate listata ?/ *Is there any relationship (participation/affiliation) between the Client and any other company listed on a regulated market?*

Da/Yes

Nu/No

Daca raspunsul este Da, va rugam sa dati detalii/ *If Yes, please provide the following details:*

Societatea/ <i>Company</i>	Tara de origine/ <i>Country</i>	Piata reglementata pe care este listata/ <i>Regulated market</i>

II CERERE INCHEIERE CONTRACT /APPLICATION FOR CONCLUSION OF THE AGREEMENT

Subscrisa solicit incheierea „fata in fata” / la distanta a Contractului de intermediere titluri de valoare pentru investitori institutionali./*The undersigned request the conclusion "face to face" / at a distance of the Agreement for the securities intermediation for institutional investors.*

A. In cazul contractului incheiat fata in fata: Subscrisa¹ solicit furnizarea informatiilor, in mod gratuit, pe suport durabil - hartie. Subsemnatul declar ca odata cu prezentarea propunerii de a incheia Contractul, in vederea informarii mele complete, corecte si in timp util am primit pe suport de hartie documentele enumerate mai jos. Subsemnatul am luat la cunostinta despre posibilitatea de a solicita transmitea documentelor in format electronic, prin utilizarea adresei de e-mail declarata in relatia cu banca si prin intermediul website-ului./ *In the case of a face-to-face contract : I, the undersigned, request the provision of information, free of charge, on durable medium - paper. I,*

¹ Daca clientul bifeaza acest punct i se va printa in intregime documentatia enumerata la punctele 1 si 2;

the undersigned, declare that with the submission of the proposal to conclude the Contract, for my complete, correct and timely information, I have received on paper the documents listed below. I, the undersigned, am aware of the possibility of requesting the transmission of documents in electronic format, by using the declared e-mail address declared in relation to the bank and through the website.

Acord Format Electronic. Subscrisa² imi exprim acordul expres pentru furnizarea informatiilor pe suport durabil altul decat hartia si/sau prin intermediul website-ului, prin utilizarea adresei de e-mail declarata in relatia cu banca, fara a primi informatiile si pe suport de hartie./ *Electronic format consent . I, the undersigned, express my express consent to provide the information on a durable medium other than paper and / or through the website, by using the e-mail address declared in relation to the bank, without receiving the information on paper.*

B. In cazul contractului incheiat la distanta: / In the case of a distance contract:

Acord contract la distanta si format electronic. Subscrisa³ sunt de acord cu incheierea Contractului la distanta, prin folosirea de mijloace de comunicare la distanta, fara a ma afla fata in fata cu un reprezentant al Bancii. Subsemnatul consimt expres la primirea tuturor informatiilor pe suport durabil altul decat hartia si/sau prin intermediul website-ului prin utilizarea adresei de e-mail declarata in relatia cu banca. / **Distance contract consent and electronic format . I, the undersigned, agree to conclude the Distance contract, by using means of distance communication, without being face to face with a representative of the Bank. The undersigned expressly consents to receiving all information on a durable medium other than paper and/or through the website by using the e-mail address declared in relation to the bank.**

Acord executare Contract⁴. Subscrisa imi exprim acordul expres pentru derularea la distanta a Contractului si sunt de acord cu executarea acestuia inainte de expirarea termenului de 14 zile de denuntare unilaterala prevazut de lege. / **Contract Performance Consent⁵.** *I, the undersigned, express my express agreement for the remote performance of the Contract and agree with its execution before the expiry of the 14-day period of unilateral termination provided by law.*

In cazul transmiterii informatiilor in format electronic, atat in cazul contractului incheiat fata in fata cat si a contractului incheiat la distanta, declar ca odata cu prezentarea propunerii de a incheia Contractul, in vederea informarii mele complete, corecte si in timp util am primit in format electronic, la ultima adresa de e-mail declarata in relatia cu banca, documentele enumerate mai jos. / *In the case of transmitting information in electronic format, both in the case of the contract concluded face to face and the distance contract, I declare that with the submission of the proposal to conclude the Contract, in order to be informed, completely, correctly and in due time, I received in electronic format, at the last e-mail address declared in relation to the bank, the documents listed below.*

Subsemnatul am luat cunostinta ca documente mentionate la literele a)-e) de mai jos, pot fi consultate si descarcate pe toata durata derularii contractului cu Banca la adresa mentionata mai jos, <https://www.raiffeisen.ro/ro/despre-noi/guvernanta-corporativa/mifid.html> . / *I, the undersigned, acknowledge that the documents referred to in letters a) to e) below may be consulted and downloaded throughout the duration of the contract with the Bank at the address mentioned below, <https://www.raiffeisen.ro/ro/despre-noi/guvernanta-corporativa/mifid.html> .*

Documente / Documents:

a. Document de informare cu privire la costurile estimative aferente titlurilor de valoare si serviciului de intermediere; / *Information document on estimated costs of securities and intermediation service;*

² Daca clientul bifeaza acest punct, i se va transmite emailul de informare initiala la adresa de email declarata in relatie cu banca. / *If the client ticks this point, the initial information email will be sent to the email address declared in relation to the bank.*

³ Se va bifa atunci cand contractul nu se semneaza olograf, fata in fata cu clientul./ *It will be ticked when the contract is not signed handwritten, face to face with the client.*

⁴ Se va bifa atunci cand Clientul doreste achizitionarea de titluri de valoare inainte de expirarea termenului de denuntare./ *It will be ticked when the Client wants to purchase securities before the expiration of the termination term.*

- b. Documentul de prezentare MiFID II al Raiffeisen Bank S.A.; / *MiFID II presentation document of Raiffeisen Bank S.A.*;
- c. Politica de executare a ordinelor a Raiffeisen Bank S.A. aplicabila Clientilor care sunt incadrati in categoria Clienti Profesionalii si Contraparti Eligibile conform formularelor Bancii completate de Client; / *Raiffeisen Bank S.A.'s order execution policy applicable to Clients who are classified as Retail according to the Bank's forms filled in by the Client*;
- d. Termenii si conditiile contractului de intermediere titluri de valoare; si / *Terms and conditions of the securities intermediation agreement for securities*; and
- e. Documentul cu informatii precontractuale / *Pre-contractual information document*

Prezenta cerere face parte integranta si se completeaza cu prevederile Contractului cadru de intermediere titluri de valoare. / *This application is an integral part and is completed with the provisions of the Intermediation Master Agreement for securities.*

Se va completa de un reprezentant autorizat al Raiffeisen Bank S.A. / *Shall be filled in by an authorized representative of Raiffeisen Bank S.A.*

Cerere deschidere de cont/ *Account opening request*

Subsemnatul reprezentant autorizat al Bancii, prin prezenta solicit deschiderea contului pentru Clientul
si confirm ca am obtinut suficiente informatii despre client in vederea respectarii cerintelor ASF/BNR, a organismelor de autoreglementare, precum și a responsabilitatilor mele profesionale./
The undersigned, as Bank's authorised representative, hereby request to open securities account for the Client and I hereby state that the Client provided relevant information according to FSA/NBR requirements and any other statutory authorities regulations, as well as according to my professional responsibilities.