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GENERAL BUSINESS CONDITIONS

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These General Business Conditions establish the general legal framework applicable to Smith&Smith's business relationship with each of its customers. **The General Business Conditions are mandatory for the parties and shall be equivalent to a framework contract.** For specific payment transactions, the company may conclude contracts, conventions or agreements in compliance with the general framework established under the General Business Conditions and with the provisions of Directive (EU) 2015/2366 of the European Parliament and of the Council on payment services in the internal market, which was implemented in the national legislation by Law No. 209/2019.

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I. GENERAL RULES

In the context of implementation of Directive (EU) 2015/2366 of the European Parliament and of the Council on payment services in the internal market, SMITH&SMITH SRL is a **payment institution professionally providing payment services** in compliance with the provisions of Art. 7 of Law No. 209/2019 on payment services and it was authorised by NBR on 28.04.2011 and registered with the Register of Payment Institutions under no. IP-006.

These General Business Conditions, together with the legislation in force, with the regulations of the National Bank of Romania and with the internal regulations, with the internal and international usages and practices of the Payment Institution establish the general legal framework applicable to the business relationship between the Smith&Smith Payment Institution (hereinafter referred to as the "Payment Institution") and each of its customers (hereinafter referred to individually as the "Customer"), such relationship resulting from the opening and operation of the accounts, including, without limitation, of the payment accounts by the Customer and from the provision of any specific payment services.

The General Business Conditions shall govern the relations between the Payment Institution and the Customer and shall be supplemented, where applicable, by the specific provisions for each type of service, which shall be stipulated in each contract/document concluded between the two parties.

Smith&Smith reserves the right that the access to the products and services described in these General Business Conditions and on its official website may be subject to restrictions on certain persons or for certain jurisdictions.

The payment institution reserves the right not to enter any relationship with customers receiving/sending transactions from/to countries that, according to the assessment made by the competent international bodies, do not have effective anti-money laundering/combating terrorist financing systems, countries identified by credible sources as having a high level of corruption or other criminal activities, countries which are subject to sanctions, embargos or similar measures issued by, for example, the European Union or the United Nations, countries providing funding or support for terrorist activities or that have designated terrorist organisations operating within their country. Its own internal list of such countries is established taking into account the lists made public by the competent national and international bodies in the field. The list is updated whenever such lists are made public by intergovernmental bodies whose objective is to develop and promote anti-money-laundering policies and policies for combating the financing of terrorism, both at national and international level.

All standardised forms and any other documents signed by the Payment Institution and by the Customer shall be automatically supplemented by these General Business Conditions, regardless of whether or not these standardised forms or documents expressly mention these General Business Conditions.

Any new customer shall receive a copy of these General Business Conditions in force on the date of entering the Customer in the Payment Institution's records.

These General Business Conditions together with the "Application for opening/change of payment account" signed by both parties, with the "List of tariffs and fees", with the

Payment account fee **information documents and with the Glossary of standardised terms** shall constitute the "Framework Contract" governing the relationships between the parties, while creating mutual rights and obligations and regulating the payment transactions and the functioning of the accounts.

The "Framework Contract" shall be concluded in Romanian. Any communication between the Payment Institution and the Customer during the contractual relationship shall be in Romanian.

At any time during the contractual relationship, the Customer shall have the right to request and to receive, upon request, information regarding the provisions of these General Business Conditions and also information and conditions specific to the services offered by the Payment Institution.

The Payment Institution shall have the right to change, periodically or all year round, these General Business Conditions, if technical, economic or legal circumstances so require and such changes shall enter into force on the date of their approval.

The customer shall be informed of the changes in the General Business Conditions by displaying them on www.smith.com.ro and at the counters of the Payment Institution.

The changes in the General Business Conditions regarding the use of the payment account, the payment account fees, the changes regarding the communication between the Parties during the course of the business relationship, the changes regarding the security requirements and the corrective measures, those regarding the modification and the termination of the Framework Contract and the changes regarding the settlement of any disputes shall be proposed by the institution no later than two months before their proposed date of application.

Smith&Smith's Customer can either accept or reject the above-mentioned changes before the date of their proposed date of entry into force.

II Legal nature

The General Business Conditions have the legal nature of a pre-formulated standard contract, as they are supplemented by any of the standardised forms, by the documents or contracts signed by the Customer, any such signature meaning that the Customer accepts the provisions thereof.

III Purpose

The purpose of handing over the General Business Conditions is to establish rules defining, as clearly as possible, the basis and the extent of the interests of the Payment Institution and of the Customer, necessary to establish relationships of trust, in order to facilitate any transaction and to promote the compliance with the Payment Institution's standards of the practice and conduct in all the fields of the relationships between the Payment Institution and its customers.

A. DEFINITIONS:

In accordance with the provisions of Directive (EU) 2015/2366 of the European Parliament and of the Council on payment services in the internal market, implemented in the national legislation by Law No. 209/2019, the following terms are defined:

1. **Smith&Smith S.R.L** - Romanian legal person, a **payment institution** specialising in the provision of professional payment services on the territory of Romania, of the European Union and of the European Economic Area, having the registered office in Bucharest, str. George Georgescu -intrare prin Justitiei 54, nr. 10, etaj 2, sector 4. In this regard, SMITH&SMITH carries out **money remittance transactions, (which include the Home Delivery payment service), payment account opening operations and credit transfer transactions. ;**
2. **Payment transaction** - an act initiated by the payer for the purpose of transferring funds, regardless of any subsequent obligations between the payer and the payee;
3. **Single payment transactions** - occasional payment transactions not covered by a framework contract, but considered to be part of a contract;
4. **Payer** – a natural or legal person who gives a payment order;
5. **Payee** – the intended recipient (a natural or legal person) of funds which have been the subject of a payment transaction;
6. **Beneficial owner** – any person who ultimately owns or controls the customer or on whose behalf the transaction is initiated;
7. **Payment service user** - a person making use of a payment service in the capacity of either payer or payee, or both;
8. **Customer** – depending on the context, a payer or a payee for whom SMITH&SMITH professionally provides payments services. Natural or legal persons become customers of Smith&Smith upon signature of the Acknowledgement of Receipt, of the Payment Order, of the Application for opening/change of payment account for natural persons or of any other standardised forms of the institution, by means of which they adhere to the provisions of the General Business Conditions of Smith&Smith;
9. Customer code - a customer identifier assigned and used by the Payment Institution to identify a customer in its own records;
10. Framework contract - means a payment service contract which governs the execution of individual and successive payment transactions and which may contain the obligation and conditions for setting up a payment account;
11. **Payment account** – an account opened in compliance with the provisions of Law No. 209/2019, in Smith&Smith's records, which is used for the execution of payment transactions;
12. **Payment account holder** - any natural person aged over 18 years who engages in business with Smith&Smith and to whom a customer code is assigned, for whom a payment account is opened and for which Smith&Smith carries out the transactions according to his/her orders;

13. Politically exposed person - the natural persons who are or have been entrusted with prominent public functions, their family members and persons publicly known to be close associates of the natural persons entrusted with prominent public functions. Within the meaning of this law, the natural persons performing prominent public functions are: heads of State, heads of government, ministers and deputy ministers or secretaries of state, members of the parliament or of similar central legislative bodies, members of the management bodies of the political parties, members of supreme courts, of constitutional courts or of other high-level courts whose decisions are not subject to further appeal, except in exceptional circumstances, members of the management bodies within the courts of auditors or members of the management bodies within the boards of central banks, ambassadors, chargés d'affaires and senior officers in the armed forces, members of the boards of directors and of the supervisory boards and persons holding management positions in government business enterprises (in Romanian: regii autonome), in majority State-owned companies and in national companies, directors, deputy directors and members of the boards of directors or members of the management bodies of an international organisation. **Members of the families of the persons performing prominent public functions** shall mean: husband/wife, children and their husbands/wives, parents;
14. **Authorised signature** - the signature of the account holder, the handwritten signature on the Application for opening/change of payment account;
15. **Dormant payment account** - the customer did not have any movements on his/her payment account in the past 12 months. The deactivation of the payment account consists of the account closure operation after the 12 months in which the customer did not have any movements on the payment account;
16. Account statement - a document containing all the information regarding the transactions carried out in the payment account (transactions carried out, tariffs, fees). This document shall be made available to the customer free of charge once a month as follows: at the premises of the institution/place of business or by e-mail. The requests for additional account statements shall be subject to the tariffs on the List of Tariffs and Fees;
17. **BIC code** (business identifier code or SWIFT code) - is the code uniquely identifying a financial institution;
18. IBAN (International Bank Account Number) - an account identifier used internationally to identify a customer's account opened with a financial institution;
19. **Payment order** - any instruction given by the payer to its payment service provider requesting the execution of a payment transaction;
20. **Payment reference** - a combination of numeric or alphanumeric characters, communicated to the customer by the Payment Institution for the purpose of identifying the payment transaction;

21. Payment instrument – any personalised device and/or set of procedures agreed between the payment service user and the payment service provider and used by the payment service user to initiate a payment order;
22. **Cash transactions** – the cash transactions consisting of cash depositing into or cash withdrawal from the customer's payment account;
23. Bank transfer transactions – the payments from and receipts to the customer's payment account;
24. Receipt of payment order - the procedure whereby Smith&Smith acknowledges that a payment order was submitted to it for the purposes of verifying its authenticity, of accepting and executing it;
25. **Time of receipt of the payment order** – the day on which the payment order is deemed to have been received by the Payment Institution, depending on the Payment Institution's business hours. For the payment orders to be processed via the Electronic Payment System TRANSFOND - SENT (SEPA), such payment orders being received on working days until cut-off time, respectively until 1.30 p.m. for the payment orders in EUR and until 3.00 p.m. for the payment orders in LEI, the time of settlement is the current day. After the cut-off time, their settlement shall be on the next working day.

For the payment orders processed via the internet banking apps of the de credit institutions, the cut-off time is 5.00 p.m. and the time of settlement is the current day. After the cut-off time, their settlement shall be on the next working day;

26. **Acceptance of payment order** - the procedure whereby Smith&Smith acknowledges that a payment order received for execution purposes is valid;
27. **Authorisation of payment transaction** - the expression of the payer's consent for the execution of the payment transaction;
28. Execution period - the period calculated from the time of acceptance of the payment order, depending on the currency and on the destination of payment and the time when the transferred amount is credited to the account of the payee's bank;
29. **Cut-off time** - the time by which the Payment Institution receives payment orders which are to be processed via the Electronic Payment System TRANSFOND - SENT (SEPA) in order to be deemed received and settled on the current day; the Institution's cut-off time for the payment orders in EUR is 1.30 p.m. and for the payment orders in LEI is 3.00 p.m., while for the payment orders to be processed via the internet banking apps of the de credit institutions, the cut-off time is 5.00 p.m.
30. **Money remittance** - a payment service where funds are received from the payer, without any payment accounts being created in the name of the payer or the payee, for the sole purpose of transferring a corresponding amount to the payee or to another payment service provider acting on behalf of the payee,

and/or where such funds are received on behalf of and made available to the payee, in cash or in bank accounts;

31. **Home Delivery payment** is the money remittance services offered by Smith&Smith whereby the payment of the payee's amount is made at his/her home or at another location mutually established with the transaction payee;
32. **Credit transfer** - a payment service whereby the funds are received from the payer for the purpose of making them available to the payee in a current account opened in the latter's name with a credit institution;
33. **Online transfer** - a money transfer service from the payer's bank account/card to Smith&Smith's account, by means of the Smith&Smith's online platform and mobile app;
34. **Unique identifier** - a combination of letters and/or numbers communicated to the payer by its payment service provider and to be provided to the payee to precisely identify the latter for a payment transaction;
35. **Authorisation of payment transaction** - expression of the payer's consent for the execution of the payment transaction;
36. **Working day** - a day during which the Payment Institution/banks is/are open and receive(s), accept(s) or reject(s) the execution of the payment/receipt transaction;
37. **Value date** – the reference time used by the Institution to identify the time when a transaction is carried out;
38. **SEPA** – (Single Euro Payments Area) – a geographical area in which there shall no longer be any differences between the domestic euro payments and the cross-border euro payments, in which the customers shall be able to make and receive euro payments within the European area, as securely, as quickly and as efficiently as in the national context, using a single bank account and a single set of standardised instruments, for credit transfer, direct debit, card-based payment transactions, other instruments by which a customer can make euro payments from his/her own account to any other destination within the SEPA.
39. **SWIFT** (Society for Worldwide Interbank Financial Telecommunication) – it is a communication system that enables banks to send and receive information/messages;
40. **Transfond** is the administrator and operator of the Automated Clearing House for Interbank Payments
41. **The places of business of SMITH&SMITH are operational units, other than the real office, with no legal personality, which constitute a part of the payment institution and which carry out directly some of the payment institution's activities.** Depending on the context, both "place of business" and "SMITH&SMITH" shall be used hereinafter;

42. **Agent** - a bank or non-bank legal person who provides payment services in the name and on behalf of SC Smith&Smith. SRL. Smith&Smith agents are registered in the Register of Payment Institutions of the National Bank of Romania.
43. **Authorised country** - the EU member states and third countries having effective anti-money laundering/combating terrorist financing systems, third countries identified as having a low level of corruption or other criminal activity, third countries which are subject to requirements to combat money laundering and terrorist financing consistent with the Recommendations of the Financial Action Task Force, third countries that are not included on the list communicated by the European Commission as countries with a high risk level, third countries that are not listed on the Office's official website as countries that have vulnerabilities in the anti-money laundering/combating terrorist financing systems and that do not apply or apply insufficiently the international standards in the field, countries which are not subject to sanctions, embargos or similar measures issued by the EU or the United Nations, countries not providing funding or support for terrorist activities or that do not have designated terrorist organisations operating within their country.
44. **FATF (Financial Action Task Force)** - an international organisation whose role is to promote and to effectively implement legal, regulatory and operational measures for combating money laundering, terrorist financing and other related threats to the integrity of the international financial system.
45. **GDPR** - 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
46. **OFFICE**- the National Office for Prevention and Control of Money Laundering
47. **Personal data** - any of the following elements: surname and first name, date of birth, Personal Identity Number (in Romanian: CNP), domicile address, residence, citizenship, e-mail address, phone number, source of funds, purpose and nature of the transaction, occupation/place of work/employer. These personal data that we process and store are mainly the customer's identification data, the transactional data and the financial data. The personal data shall be collected directly from the customer or from our partners, when he/she becomes the customer of our institution or when he/she uses the institution's services.
48. Where reference is made to rights and obligations of the subject of law - the legal person -, the business relationships between the CUSTOMER and SMITH&SMITH are commercial relations with contract value, established through the signing by the customer of the form for money withdrawal or depositing and through the receipt of a copy thereof by the CUSTOMER. For cash withdrawals performed by means of the Agents, the relationship between the CUSTOMER and SMITH&SMITH is conducted through the Agents and,

upon cash withdrawal, the customer shall receive a document indicating the transaction and attesting the completion of the money remittance transaction.

The General Business Conditions shall be kept in a specially designated, conspicuous place within each place of business and shall be made available to the CUSTOMER at his/her request. They shall also be published on the website **www.smith.com.ro**

II. **THE CUSTOMER**

1. Natural/legal persons, as appropriate, shall become customers of Smith&Smith upon signature of any forms (Payment Order, Acknowledgement of Receipt, as appropriate, Application for opening/change of account etc.) relating to the transactions carried out and upon acceptance of the transfer conditions and, in their capacity as customers of Smith&Smith, the provisions of the General Business Conditions shall be enforceable against them;
2. Records of the CUSTOMERS shall be kept by means of SMITH&SMITH's own database. Upon transaction execution, the CUSTOMER shall be entered in the database, any transaction shall be carried out based on the presentation of an original and valid identity document. The presentation of a valid identity document and of a copy thereof is also a mandatory requirement for the home delivery payment service.
3. The data shall be processed chronologically, building up the database is a continuous process and, in such database, the personal data of each CUSTOMER shall be stored (surname, first name, Personal Identity Number, his/her status of resident/non-resident, citizenship, series and type of identity document, customer's address, amount paid in cash, a photo taken when executing transactions by means of the ATB etc.) in compliance with the legal requirements.

B. PRIOR INFORMATION

The payment transactions carried out by SMITH&SMITH for occasional customers fall within the category of single payment transactions not covered by a framework contract.

This is with the exception of payment transactions carried out in the payment accounts.

Before the payment service user becomes a party to a single payment transaction offer such as money remittance, credit transfer, account opening, SMITH&SMITH shall make available to the user, **free of charge**, in an easily accessible way, in an easily understandable language and in a clear, complete and accurate manner, in Romanian, the following information:

- a) the specification of the information that must be provided by the payer in order for the information to be transmitted to the payee for the purpose of correctly executing a payment order;

- b) the maximum execution time for the payment service to be provided;
- c) the total price payable by the payment service user to the company and, where applicable, the breakdown of the amounts included in the price;
- d) where applicable, the actual or reference exchange rate to be applied to the payment transaction

For the information of a variable nature (the exchange rate, the fee relating to the payment transaction etc.) or for any other information, the user can get information directly from the employee of the place of business and from the institution's website: www.smith.com.ro

At the payment service user's request, the payment service provider shall send him/her the information and these General Business Conditions on paper.

C. EXECUTION OF PAYMENT TRANSACTIONS

1) Payment order

In compliance with the provisions of Art. 186 of Law No. 209/2019 **the point in time of receipt of the payment order** is the time when the payment order transmitted/handed over directly by the payer is received by SMITH&SMITH, in its capacity as payer's payment service provider.

Where SMITH&SMITH refuses to execute a payment order, the reasons for the refusal and the procedure for correcting any factual mistakes that led to the refusal shall be notified to the payment service user, unless prohibited by other relevant legal provisions.

2) Authorisation of payment transactions

A payment transaction shall be deemed authorised if the payer has given his/her consent for the execution of the payment transaction.

Consent to execute a payment transaction or a series of payment transactions shall be given in written form, by signing the form (Payment Order or Acknowledgement of Receipt).

For online payments, the consent to execute the payment order is the time when the amount of the transfer initiated on the online platform enters the Smith&Smith's account. Where the transferred amount is less than the net amount of the transaction ordered and the fee payable to Smith&Smith, the payment transaction shall not be able to be executed and a series of additional messages shall be initiated by e-mail or by phone with the payer for updating the initial order. If the payer cannot be contacted, Smith&Smith shall execute the order depending on the value sent after deducting the fee relating to such order.

If the payer changes his/her mind and no longer wants the payment order to be completed, the fee payable to Smith&Smith for the transfer shall be deducted from the transferred amount.

The Customer's consent within the payment account for the execution of any transaction is deemed to have been given upon signature of the applications and/or of any documents in the form made available by the Payment Institution.

The payment service user may not revoke a payment order after receipt by SMITH&SMITH of such order payment and after execution of the payment to the Payee.

3) Amounts transferred

For the money remittance transactions, the intermediaries, as well as the payee's payment service provider shall have the obligation to transfer the full net amount of the payment transaction without charging any price from the amount transferred.

For the transactions carried out into/from the cash payment account or by bank transfer, which are to be processed via the Electronic Payment System TRANSFOND - SENT (SEPA), the value of a payment order may not exceed RON 49 999.99 or euro equivalent per transaction and the fee relating to such transactions shall be the one established according to the List of Charges and Fees displayed.

For online payments, the transferred amount consists of the net amount plus the fee payable to Smith&Smith for carrying out the transaction.

The fee relating to the payment transaction shall not be returned to the payer/depositor if the payment order is not executed for reasons attributable to the payer/depositor.

The refund of a transaction carried out with/without foreign exchange can be made with or without a fee.

The refund of a transaction can be made as follows:

- a) with the corresponding fee, if the reason for refunding the transaction is attributable to Smith&Smith;
- b) without the corresponding fee, if the reason for refund is attributable to the customer.

In both situations, the refund shall be made in the currency resulting after exchanging currencies.

4) Transfer time limit

When Smith&Smith acts as a Payee's payment service provider, it shall make sure that the amount of the payment transaction is made available to the Payee immediately after the funds enter the Smith&Smith's accounts.

When Smith&Smith/the Agent, where appropriate, acts as a Payer's payment service provider, it shall make sure that, after receipt of the payment order, the amount of the payment transaction is credited to the account of the Payee's payment service provider, at the latest by the end of the next working day, except where the processing of the transfer is suspended as a result of certain instructions of the competent authorities.

In this case, the transfer time limit shall be extended by the period decided for the suspension. In this situation, the payment institution cannot be held responsible for any damage suffered by the customer as a result of non-execution of orders.

Within the online payments, Smith&Smith shall ensure that, immediately after receipt of the amount of the payment transaction in Smith&Smith's bank account, it shall make the corresponding amount available to the payee or it shall credit the Payee's account, as appropriate.

When Smith&Smith acts as a Payer's/Payee's payment service provider for the transactions in the payment account, the transactions for which the customer gave his/her consent shall be considered to be authorised.

The customers' payment orders shall be executed from their accounts as follows:

- in the case of the lei payment transactions, the amount of the payment transactions is credited to the payee's payment service provider's account, at the latest by the end of the next working day.

- RON payments on the territory of Romania, received by the institution during the business hours, shall be executed within maximum **T+1** (respectively on T+1 where T is the day of receipt of the payment order, the amount is credited to the Payee's Institution's account). There are no changes for this type of payments.

Where the customer is the payee of the amount on the payment order, the amount of the payment transaction shall be credited to his/her account immediately after crediting the Payment Institution's account with such amounts, if the information in the payment instruction is complete, including, without limitation, if the IBAN is correctly indicated and if the payment order is received by the Institution until 3.00 p.m.

Consent may be withdrawn by the payer at any time, but no later than the point in time of irrevocability. The customer may not request the Payment Institution to withdraw the payment orders after they are received by the Payment Institution.

When Smith&Smith acts as a Payee's payment service provider within the Home Delivery payment service, it shall provide such service once for that customer. If, after confirming by phone the time and place agreed to make the payment, the transaction payee is not present at the place agreed, he/she shall be able to withdraw the amount from the nearest Smith&Smith place of business. The service shall be provided within maximum 24 hours of the time when the funds entered Smith&Smith's accounts and under normal weather and traffic conditions. This service shall be provided by means of the specialised express courier companies, approved by the National Bank of Romania.

D. SUBSEQUENT INFORMATION

1) For the PAYER

SMITH&SMITH/the Agent shall provide to the Payer, immediately after receiving the Payment Order, a copy of such order, specifying the following information:

- a) A reference enabling the payer to identify the payment transaction and information relating to the payee; within the online payments, the reference must be mentioned on the payment order in the payment order additional details field when it is initiated within the payment institution where the payer has an account.
- b) The amount of the payment transaction in the currency used in the payment order;
- c) The total price for the payment transaction payable by the payer and, where applicable, a breakdown of the amounts included in the price;
- d) Where applicable, the actual or reference exchange rates to be applied to the payment transaction and the amount of the payment transaction after that currency conversion;
- e) The date of receipt of the payment order;

2) For the PAYEE

SMITH&SMITH/the Agent shall provide to the Payee, immediately after executing the payment transaction, a copy of the Acknowledgement of Receipt, which shall contain the following information:

- a) A reference enabling the payee to identify the payment transaction and, where appropriate, the payer and any information transferred with the payment transaction;
- b) The amount of the payment transaction in the currency in which the funds are at the payee's disposal;
- c) Where applicable, the exchange rate used in the payment transaction by SMITH&SMITH and the amount of the payment transaction before the currency conversion;
- d) the total price for the payment transaction and, where applicable, the breakdown of the fees included in the price and incurred by the payee;
- e) The date of money withdrawal.

E. Payment account

For carrying out transactions in the payment account, the customer must have a business relationship with the institution, respectively he/she must hold a payment account in the name or in the records of the Payment Institution.

The initiation of the business relationship shall be subject to the prior approval, which may have different authorisation times depending on the verifications made.

The Payment Institution/the Agent shall be able, but with no obligation to do so, to open payment accounts for the Customers as a result of their request and in compliance with the internal regulations issued by the Payment Institution/the Agent for this purpose.

After the authorisation of the business relationship and after the opening of the payment account, the Institution shall assign to each payment account a unique identifier and/or an IBAN code, which the customer shall be able to communicate to his/her partners/third parties for the purpose of correctly executing the transactions.

When the payment account is opened, the Payment account fee information documents and the Glossary of standardised terms shall be made available to the customer.

The Payment Institution/the Agent shall be able, but with no obligation to do so, to open, in the Customer's name, by means of its places of business, the payment account as a result of the Customer's request and in compliance with the internal procedures issued by the Payment Institution for this purpose.

The payment account opening application shall be submitted, in all cases, using the Payment Institution's standard form, which is specific to each category of Customers and shall be accompanied by the legal documents requested by the Payment Institution. By filling in and by signing the "Application for opening/change of payment account" form, the Customer, being aware of the legal provisions on the protection of individuals with regard to the processing of personal data and on the free movement of such data, takes note of the fact that, for the execution of the order, it is necessary that the Payment Institution processes the personal data regarding each of them and declares that he/she

took note of the provisions on the protection of personal data and of the rights conferred on him/her thereby.

The personal data which are directly/indirectly provided to the Payment Institution by the customers shall be processed for the purpose of initiating/conducting legal relationships that are characteristic of the financial activity.

Right of set-off

The customer authorises the Institution to set off at any time any amount payable to the Institution against the funds available in any Account, regardless of the currency in which the funds are available, without need for the Customer's prior consent for this purpose.

Where the set-off of the amounts due requires a certain currency to be converted to another, such change shall be made at the Institution's exchange rate of that day and, for this purpose, the Institution is empowered for any foreign exchange operation necessary.

The customer shall be notified by the Institution after performing the set-off by listing the transactions in the account statement.

E 1 Account operations - Expression of consent

The customer - account holder/proxy shall be able to access the funds in the account based on personally signed, written instructions, according to the documents in the possession of the Payment Institution and within the limits specified therein.

In order for a payment order to be correctly executed by the Payment Institution, the Customer must specify the IBAN code.

Payment orders are the unconditional instructions given to the Institution by the issuer (account holder) by means of which a certain amount of money from his/her payment account is made available to a payee.

Where SMITH&SMITH refuses to execute a payment order, the reasons for the refusal and the procedure for correcting any factual mistakes that led to the refusal shall be notified to the payment service user, unless prohibited by other relevant legal provisions.

The payment order (presented by the customer at the counter on the forms agreed by the Payment Institution) must be completed in duplicate and shall contain the following mandatory elements:

- identification as a payment order;
- payer's identification by name/corporate name, account (IBAN code of the payer's account);
- payee's identification by name/corporate name, account (IBAN code of the payee's account opened with the receiving institution);
- Identification of the payee's Bank, by name of the central bank or, where appropriate, of the territorial unit and/or by BIC code;
- Amount payable in figures and in letters;
- Details of the content of the payment operation;
- Date of issue of the payment order, which must be a single, possible and certain date;
- Issuer's signature;

For payment orders to the State Treasury, this payment order must contain, in addition to the above-mentioned elements, the following data:

1. the payer's Personal Identity Number (in Romanian: CNP) or tax identification number;
2. the payee's Personal Identity Number (in Romanian: CNP) or

identification number.

Only the standard pre-printed type of payment order in RON, EUR, USD, GBP, Treasury shall be used.

The documents submitted to the Institution must unconditionally bear the Customer's signature, fully in line with the specimen signature appearing in the Payment Institution's records.

The Customer's consent for the execution of any transaction is deemed to have been given upon signature of the applications and/or of any documents in the form made available by the Payment Institution.

The Payment Institution shall execute the payment, in lei or in other currency, ordered by the Customer by a payment order (regardless of the type of instruction provided to the Payment Institution) if:

- the writing on the payment order is legible, the payment order is completed in compliance with the legal regulations in force and signed by the account holder, fully in line with the specimen signatures in the Payment Institution's possession;
- the payment order is received on a working day and during the hours when the payment documents must be submitted;
- the funds available in the account are sufficient to enable both the payment concerned and the payment of the fees payable to the Payment Institution for the services provided. The Payment Institution is under no obligation to notify the Customer if the payment orders cannot be executed for the following reason: "lack of available funds".
- there is no order for attachment of the account or any other account freezing order issued by the competent authority;
- the customer has no outstanding fees owed to the Payment Institution;
- if the Payment Institution has reasonable reasons to doubt the payment order's authenticity as regards the source, the contents, the account holder's signature etc.

The Payment Institution is under no obligation to carry out checks regarding the name of the account holder indicated as a payee by the Customer in the payment order or regarding his/her account number, the Payment Institution shall make the payment to the account indicated in the payment instruction.

The customer may not withdraw consent for the execution of a payment order after such payment order is received by the Payment Institution, this being the time of irrevocability.

At the Customer's request, after the time of irrevocability, the Payment Institution may take the necessary steps to cancel the payment order and the Customer shall bear all the related costs, if the payment order is not executed.

The Payment Institution shall be able to ignore, at the Customer's request, the previous payment instructions given by the Customer, only on condition that:

- the instruction has not been fulfilled yet;
- the Payment Institution has not confirmed the payment to the payee or to a third party. Any cost borne or any damage suffered by the Payment Institution and resulting from the withdrawal or modification of a payment order shall be borne by the Customer and shall be automatically debited by the Payment Institution from any of the Customer's accounts.

Any payment orders given to the Payment Institution shall be executed for the account and at the exclusive risk of the Customer, who shall bear all the consequences resulting from misunderstandings or errors.

Where the Customer submits to the Payment Institution false payment orders or payment orders that, in the latter's opinion, are potentially fraudulent and entail payment

risks, including the instruments that are likely to affect the settlement finality, they shall be subject to the legal penalties provided for in the legislation in force and the Payment Institution shall reserve the right not to execute the Customer's order in these situations and the Payment Institution shall not be held liable for the damage caused to the Customer for this reason.

The actual date of any payment made by the Customer from the account shall be the date on which the account is debited by the Payment Institution.

The transfer of any amount of money to the Customer's account shall be deemed effectively completed on the date on which the Payment Institution's account is credited. If the Payment Institution/the Agent erroneously carries out a transaction, the Institution/Agent shall have the right to modify/correct the transaction.

Where a Customer's account is erroneously credited with an amount, the Customer shall keep such amount as an agent for the Payment Institution and shall not have the right to withdraw, transfer, have recourse to or use in any other way such amount, in whole or in part. No later than 5 days after the date on which he/she becomes aware of any such erroneous crediting, the Customer shall notify the Payment Institution and the latter shall have the right to debit such account with any erroneously credited amount.

If, in breach of his/her obligation assumed under this clause, the Customer withdraws, transfers, has recourse to or uses in any way the erroneously credited amount or a part thereof, the Customer undertakes to immediately reimburse such amount to the Payment Institution and to compensate the Payment Institution for any loss suffered as a result of this situation. Where the Customer refuses to reimburse the erroneously credited amount, the Institution reserves the right to use all legal means to recover such amount.

If the crediting error is detected by the Payment Institution, the Institution shall have the right to correct the error by debiting the account with such amount, only after prior notification to the Customer and the Customer shall give his/her tacit consent regarding the account debiting.

The Customer hereby authorises the Payment Institution to set off at any time any amount payable to the Institution against the funds available in any payment account, regardless of the currency in which the funds are available, without need for the Customer's prior consent for this purpose.

Where the set-off of the amounts due requires a certain currency to be converted to another, such change shall be made at the Institution's exchange rate of that day.

The changes in the exchange rate used in payment transactions shall be implemented and calculated in a neutral manner that does not discriminate against payment service users.

The Payment Institution shall have the right to recover the amounts due using legal means, without prior notice. The Customer shall be notified by the Payment Institution after performing the set-off by means of the account statement.

The Payment Institution may make payments from the accounts opened, without the account holder's consent, for the purpose of paying the amounts established by final court orders or by final arbitration awards and/or by other enforcement orders laid down by law, whether such amounts are due to the State budget, to the local budgets or to any third party, for correcting the errors found when verifying the transactions in the account, as well as for the purpose of retaining the fees payable to the Payment Institution for the transactions carried out.

In the business relationships with the Customers, the Payment Institution shall be able to use its own exchange rate valid on the date and at the time of the transaction and based on the reference exchange rate. These exchange rates shall be displayed at the Payment Institution's places of business.

For the amounts which the Payment Institution considers to be significant at the time when the transaction takes place, the exchange rate shall be able to be negotiated with the Payment Institution on a case-by-case basis.

E 2 Receipt of payment orders

The receipt of the payment order shall take place in the presence of the Customer and it is the procedure whereby the Payment Institution acknowledges that it has received an order for the purpose of verifying its authenticity and for the purpose of accepting and executing such order. Payment orders received after the cut-off time shall be deemed to be settled on the next working day.

The Customer agrees that the Payment Institution's signature and seal affixed on the payment order/on paper must be interpreted as a confirmation of the receipt and acceptance of the payment.

If the customer initiating a payment order and the Payment Institution agree that the execution of the payment order shall be on the next working day, the point in time of receipt is deemed to be the day on which the payment order is received by the Institution.

E 3 Acceptance and refusal of the payment order

The time of receipt is the time when the payment order is deemed to be accepted by the Payment Institution and the Payment Institution undertakes to execute the service of transfer of funds corresponding to the amount stipulated on the payment order, within the time limits and under the conditions set out by the issuer by means of that payment order.

Acceptance of payment orders by the Payment Institution shall take place if the following conditions are cumulatively fulfilled:

- ✓ The payment order has been received;
- ✓ The paying Customer has given his/her consent in the form agreed by the Payment Institution;
- ✓ The payment order is recognised as valid after applying the internal validation regulations;
- ✓ On the date of commencement of the execution there are sufficient funds made available to the Payment Institution by the payer;

If a payment order does not fulfil the conditions for it to be considered valid, it shall be refused, in which case the Customer shall be notified by making available to the Customer, at the Payment Institution's counter, the payment order refused, while indicating, where appropriate, the reason for refusal. A refused payment order shall be deemed not to have been received.

In its capacity as the payee's Institution, Smith&Smith shall credit the Customer's account on the day on which the Institution's account was credited, if the payment order was received by 1.30 p.m. The period of execution of the lei payment orders shall be in compliance with the time limits provided for by the Transfond and NBR regulations in force, respectively it shall start from their acceptance and it shall end upon their transmission by the payee's service providers, depending on the internal schedule established by the Institution (transaction processing schedule).

The Customer assumes the obligation to keep in the payment account the available funds necessary to execute the payment order until the expiry of the execution period indicated by the Institution for the payment transaction ordered.

For cash withdrawals (lei or other currency) exceeding a certain limit set by the Institution, the Customer shall notify the Payment Institution in advance. The withdrawal limit and the notice period are differentiated by place of business of the

Institution. The customer can get information about these limits directly from the place of business where he/she wishes to perform the withdrawal.

In executing the payment instructions, the Institution shall act in good faith and shall use its best efforts, as determined according to the Institution's standards and to any applicable regulations, which shall be duly supplemented by these General Business Conditions and they shall govern together the legal relationships to which they apply.

For the payment transactions initiated, regardless of the means of transmission, the Customer shall have the obligation to provide to the Institution, at the latter's request, whenever necessary, supporting documents relating to the source of funds and the purpose and nature of the transaction, in compliance with the legal requirements in force. Where necessary, the Institution shall carry out additional verifications required by the legislation on preventing and fighting money laundering and on the international sanctions of freezing of funds, in which case the execution time limits shall be extended until the completion of the verifications required by law.

For the execution of the payment transactions ordered, the Institution shall have the right to use the communication, settlement or payment systems or the services of a third party.

The payment instructions given to the Institution shall be executed for the account and at the risk of the Customer, who shall bear all the consequences resulting from misunderstandings or errors in all cases where the Institution is not held liable, in compliance with the law.

The Customer is aware that the payment transactions fall within the scope of the law on sanctioning money laundering and preventing and combating the financing of terrorism.

E4 Unauthorised or incorrectly executed payment transactions. Notification and correction of unauthorised or incorrectly executed payment transactions

The Customer has the right to request the correction of a payment transaction only if he/she notifies in writing, without undue delay and in any case no later than 13 months of the debit date, the fact that he/she became aware of an unauthorised or incorrectly executed payment transaction. The Customer has the obligation to verify the account statements and the annexes thereto, the correctness of all the entries made by the Payment Institution in his/her account and to notify in written form, immediately after receiving the account statement, within the above-mentioned time limits, any unauthorised or incorrectly executed payment transaction.

Where the customer denies having authorised an executed payment transaction or claims that the payment transaction was not correctly executed, the Payment Institution shall have the right to carry out verifications to prove that the payment transaction was authorised, authenticated, accurately recorded, entered in the accounts and not affected by any technical breakdown or some other deficiency of the services provided by the payment service provider, for this purpose being able to request additional information and documents.

The customer may be obliged to bear the financial consequences, up to a maximum of EUR 30 or the equivalent in LEI, relating to any unauthorised payment transaction resulting from the use of a lost or stolen payment instrument or from the unlawful use of a payment instrument, where the customer has neither acted fraudulently nor intentionally failed to fulfil his/her obligations.

Where the customer has not acted fraudulently, he/she shall bear no financial consequences resulting from the use of a lost, stolen or unlawfully used payment instrument in any of the following situations:

- a) the loss, theft or unlawful use of a payment instrument was not detectable to the customer prior to a payment;
- b) the loss was caused by acts or lack of action of an employee of Smith&Smith or of an employee of Smith&Smith's agents;
- c) after the notification without undue delay, as soon as the customer becomes aware of the loss, theft, unlawful use or unauthorised use of his/her payment instrument;
- d) where Smith&Smith does not require strong customer authentication.

Smith&Smith shall correct a payment transaction only if the payment service user notifies Smith&Smith without undue delay and in any case no later than 13 months of the debit date on the fact that he/she became aware of an unauthorised or incorrectly executed payment transaction. The above-mentioned time limit shall not apply if Smith&Smith failed to fulfil its obligation to provide or to make available the information relating to the payment transaction.

The customer shall bear all of the losses relating to any unauthorised payment transaction if they were caused by the customer acting fraudulently or failing to fulfil one or more of the obligations with intent or gross negligence.

In such cases, the maximum amount of EUR 30 or the equivalent in LEI shall not apply.

E 5 Proof of execution

The proof of execution of the instructions or of the payment orders shall be provided by means of the account statement made available to the customer by the Payment Institution.

E 6 Means of communication

For the purpose of communication between them, the Customer and the Payment Institution may use an official letter sent to the address of the registered office/home address, where applicable, the e-mail address: office@smith-smith.ro for the Payment Institution, the e-mail address declared when the payment account was opened - for the customer, the telephone, SMS or other mutually agreed means of communication.

E 7 Prior information

The Payment Institution shall make available to the Customer the information on the contract terms and conditions at least 15 days before concluding the contract, unless the Customer expressly agrees to the waiver or reduction of the 15-day time limit.

E 8 Recording and archiving of communication with the customer

The Customer agrees that the Payment Institution may record any communication, therefore any written letter shall be registered in the Institution's correspondence register and any telephone communication between the Institution and the Customer may be recorded and the Customer shall be warned about the recording before each telephone conversation. These measures aim to avoid any discrepancies that may occur due to a misunderstanding or misinterpretation of an act or of an instruction and they serve to protect both the Customer's and the Payment Institution's interests.

E 9 The account statement shall be issued and released by the Payment Institution at

the customer's request. Through its content, the account statement reflects the initial account balance and all the inflows and outflows of funds ordered by the Payment Institution's customer - in cash and by bank transfer - including the payment of fees to the Payment Institution for the services provided, the receipts and the final balance of that payment account.

Before being handed over to the customer at the counters of the Payment Institution, the account statement shall be signed and stamped by the employee at that place of business.

The Payment Institution shall send to the Customer, at his/her request and free of charge, once a month, the account statement for the previous month. The account statement can be collected from the Institution's places of business or it can be sent by e-mail, if such a request was received from the customer.

Where the Customer wishes to receive a copy additional to the one offered once a month, the Payment Institution may charge a fee valid on the date of service provision and established according to the "List of Tariffs and Fees" displayed at the premises of the places of business and the Customer shall have the obligation to verify the records in the account statement immediately after its receipt.

Where the Customer does not contest the contents of the account statement within 5 working days of receipt, the account statement shall be deemed to be accepted by the Customer and, in the absence of any such objections, the account statement shall be final and enforceable against the Customer (unless there are manifest errors).

The Customer hereby accepts that the account statements sent by any means agreed with the Payment Institution in the specific contracts/documents concluded, as well as any account statements in the Payment Institution's records provide conclusive and proper proof, in legal proceedings or for other purposes, of both their contents and the Customer's obligations, except when they contain a clear error, which must be proved with a written document.

Account statements (regardless of the type of currency) shall be issued and handed out at any time, at the natural person Customer's request.

E 10 Subsequent information

For the Payer – the Payment Institution shall provide to the Payer, immediately after receiving the Payment Order, a copy of such order, specifying the following information:

- a) A reference enabling the payer to identify the payment transaction and information relating to the payee;
- b) The amount of the payment transaction in the currency used in the payment order;
- c) The total price for the payment transaction payable by the payer and, where applicable, a breakdown of the amounts included in the price;
- d) Where applicable, the actual or reference exchange rates to be applied to the payment transaction and the amount of the payment transaction after that currency conversion;
- e) The date of receipt of the payment order;

For the Payee – the Payment Institution shall provide to the Payee, immediately after executing the payment transaction, a copy of the Receipt, which shall include the following information:

- A reference enabling the payee to identify the payment transaction and, where appropriate, the payer;
- The amount of the payment transaction in the currency in which the funds were made available to the payee;

- The total price for the payment transaction payable by the payer and, where applicable, a breakdown of the amounts included in the price;
- Where applicable, the exchange rate used in the payment transaction by the Payment Institution and the amount of the payment transaction before the currency conversion;
- The total price for the payment transaction and, where applicable, the breakdown of the fees included in the price and incurred by the payee;
- The date of withdrawal of the amount of money.

E 11 Duration of the contract and closure of the payment account

The duration of the "framework contract" is indefinite.

The legal relationship between the Payment Institution and the Customer shall be terminated in one of the following ways:

- by agreement between the Institution and the Customer, with effect from the date agreed by the parties;
- by unilateral termination by the Institution in compliance with the provisions of these General Business Conditions;
- by unilateral termination by the customer by giving at least 2 months formal notice, according to the provisions of these General Business Conditions;
- by reason of death of the account holder. As soon as it becomes aware of the Customer's death, the Institution must cease access to the funds in the account until the submission of the certificates of succession and, where appropriate, of all the relevant documents requested by the Institution with a view to establishing the heirs' rights in respect of the account. The account shall be closed on the date on which the Institution transfers the account balance to the account holder's heirs or, where appropriate, to the successors, after deduction from such account balance of any possible fees payable to the Institution;
- by other means, in compliance with the legislation in force.

Closure of the payment account

The operations of closure of payment accounts opened for the customers can be performed at the customer's request based on the application submitted by the customer at the premises of the place of business or on the Institution's initiative in compliance with its internal regulations, as follows:

1) At the customer's request, in which case the procedure shall be as follows:

- the customer shall request the Institution, in writing, using Annex 3 "Application for closure of the payment account" to close the account;
- there will be mentioned the method of settlement of the account balance (in cash or by bank transfer);
- if the customer requests the confirmation of the closure of the payment account, the Payment Institution shall fill in Annex 6.

2) At the discretion of the Payment Institution, determined by:

- The account is dormant - the deactivation of the account consists of the account closure after 12 months (customer had no movements on the payment account during this period) and the account balance is zero.

- If the customer had no movements on the payment account for a period of 12 months and the account balance is positive, the Payment Institution may close the payment account and the funds remaining in the payment account shall be made available to the customer at any place of business of Smith&Smith.
- There will be no account with a negative balance.

The Payment Institution shall be entitled, unilaterally and without prior notice, to close any account of the Customer in the following situations:

- if the Customer does not provide or has provided incorrect/incomplete information regarding the source of the funds circulated through his/her payment account;
- if the Institution has information or suspects that the way in which the Customer uses the accounts and the funds in the accounts might be linked to illicit activities.
- Other situations (provision of inconsistent data: wrong telephone number, non-compliant identity document etc.).

However, any account contractual relationship, which has been terminated in one of the ways stipulated in these General Business Conditions, shall continue to produce its effects until recovery of all the amounts owed by the Customer to the Payment Institution.

If transactions were carried out in the account during the prior notice period, the Institution shall have the right to decide unilaterally to close or to maintain the payment account.

The provisions of this chapter regarding the closing of payment accounts shall not apply if an attachment is established on the Customer's accounts.

E 12 Foreign exchange transactions related to a transfer of money and to the payment account

In compliance with the provisions of the Law No. 209/2019 on payment services, Smith&Smith may carry out foreign exchange transactions as an operational and related service linked to the payment services.

The Payment Institution's Customer may benefit from this service from the point in time when he/she opens a payment account with Smith&Smith or becomes a payee/depositor of a money remittance transaction.

A customer, who is the holder of a payment account with Smith&Smith or the payee/depositor of a money remittance transaction, may exchange the currency in cash, directly at any of the Institution's places of business or by bank transfer.

A customer, who is the holder of a payment account or the depositor of a money remittance transaction, may exchange in cash, directly at any of the places of business, any amount of money of less than or equal to EUR 1 999 and, depending on the available funds at the cashier's office, any other higher amount.

For the amounts of money in cash or by bank transfer that are equal to or higher than EUR 2 000, the approval of the transaction by the Institution's central office shall be required. For the amounts of money in cash or by bank transfer that are higher than EUR 5 000, supporting documents relating to the source of funds shall be requested.

If there are inconsistencies between the exchange rate displayed and the one mentioned on the transaction acceptance form or on the cash register receipt, the customer shall have the right to request in writing, within maximum 24 hours, the cancellation of the transaction.

For the transactions carried out to and from the payment account by bank transfer in RON, EUR, USD and GBP, Smith&Smith shall make available to the customer the following payment/receipt systems:

1.

a) Bank transfers from the payment accounts - for RON and EUR, if the payee's bank is a participant in the Electronic Payment System TRANSFOND - SENT (SEPA), the value of a payment order transferred may not exceed RON 49.999,99 or EUR equivalent/transaction.

If the customer wishes to transfer a higher amount, he/she may make several payment orders amounting to RON 49.999,99 or EUR equivalent/payment order.

b) Receipts in the payment accounts - for RON, if the payee's bank is a participant in the Electronic Payment System TRANSFOND - SENT (SEPA), the value of a payment order transferred may not exceed RON 49.999,99.

2.

a) Bank transfers from the payment accounts - for RON and EUR when the beneficiary bank is not a participant in the Electronic Payment System TRANSFOND - SENT (SEPA) and for bank transfers in USD and GBP, shall be processed through the current accounts of Smith&Smith opened with various credit institutions using the internet banking apps of those credit institutions.

b) Receipts in the payment accounts – for RON, EUR, USD and GBP in the current accounts of Smith&Smith opened with various credit institutions.

For payments, the fee related to the transactions shall be established depending on the country of destination, according to the Standard Fee Tariff in force and displayed both at the places of business of SMITH&SMITH/Agents and on the website www.smith.com.ro.

For carrying out a related transaction by bank transfer in amounts exceeding EUR 2 000:

a) If the customer wishes to buy euros: he/she shall open a payment account with Smith&Smith and shall feed his/her payment account by bank transfer from the bank account opened with another institution.

Subsequently, the customer shall go to Smith&Smith, shall carry out the foreign exchange transaction as an operational and related service linked to the payment services and shall order the money to be sent from his/her account opened with Smith&Smith to a bank account opened with any of the banks appearing on the list of banking institutions of Romania or abroad, subject to the tariffs on the List of tariffs and fees valid at the time of the transfer.

The valid list of banking institutions and the List of tariffs and fees may be consulted at all the places of business of Smith&Smith when initiating the transfer.

b) If a Customer wishes to sell euros: he/she shall make a transfer to

Smith&Smith's account opened with a credit institution that shall be communicated to him/her.

Under the "payment details" heading there shall be specified the customer code assigned by Smith&Smith upon payment account opening and the full name, according to the identity document.

After the amount relating to the foreign exchange transaction, as an operational and related service linked to the payment services, enters his/her account opened with Smith&Smith, the foreign exchange transaction shall be carried out and the lei amount shall be transferred to any bank in Romania.

Smith&Smith reserves the right to request additional documents related to the source of funds that are involved in the related transactions carried out or any other documents and information that it considers useful for carrying out the transaction.

Where such documents are not provided to Smith&Smith or such documents cannot be provided to the institution or the documents provided are not enough, the transaction shall not be carried out.

The customer has the obligation to inquire in advance, by means of the places of business of Smith&Smith, about the conditions necessary for carrying out the foreign exchange transactions as an operational and related service linked to the payment services.

E 13 Modification/update of the identification data of the payment account holder

The update of the data of the customers holding payment accounts shall be made every time they request the Payment Institution to provide a payment service. The employee of the place of business or of the Agent, where applicable, shall verify, for every transaction, the customer's identity data from the identity document presented against the data recorded in the computer system.

When the employee of the place of business notices certain changes to the information initially provided in Annex 1 "Application for opening/change of payment account" - including the specimen signature, the employee has the obligation to verify and to process the new information in the computer system. Thus, if the data in the identity document presented is not the same as the data appearing in the computer system, respectively if there are differences regarding the identification elements (series, number, Personal Identity Number (in Romanian: CNP), surname, first name, citizenship, place of birth, domicile, issuer, validity etc.), the customer's identification elements shall be verified according to the identity document presented and shall be processed in the computer system by means of secondary operations. The employee shall scan the identity document and shall attach it to the computer system.

If the customer goes to a place of business other than the one where he/she opened his/her account, the above-mentioned procedure shall apply for modifying the data.

E 14 Charges and Fees

For the transactions carried out in the name and in the accounts of the Customer, the Payment Institution may levy fees and charges. Unless there is a special agreement

between the Institution and the Customer regarding the fees, the Payment Institution shall levy the standard fees valid at the time of the transaction and stipulated in the "List of tariffs and fees" and in the "Payment account fee information documents".

The Payment Institution shall inform the Customer of the standard fees valid at the time of account opening.

The Payment Institution may modify the level of fees provided that it informs the Customer about the modifications by displaying them in specially designated places within the places of business and/or by any other communication means chosen by the Institution, at least two months before the date proposed for applying them.

Certain transactions involving the participation of other Institutions may generate additional costs,

which shall be borne separately by the Customer.

The Payment Institution may apply lower tariffs during promotional campaigns and, after the end of such campaigns, the Institution shall apply again the standard fees.

E 15 Notifications

Any requests, notifications, approvals, communications (the "Notification") resulting from these General Business Conditions and/or from the Documents and/or from the specific arrangements concluded between the Payment Institution and the Customer, unless otherwise provided for in these documents, shall be made by the Payment Institution in written form and can be delivered in person and/or sent by fax, e-mail and/or by post to the address, respectively to the contact numbers indicated by the Customer in the account opening application or, where applicable, in the specific contracts/commitments.

The Notification or any other communication shall be deemed to be received by the Customer, if delivered in person - upon delivery, if sent by e-mail - on the date of transmission generated by the computer, if sent by post - on the postmark date (date of receipt).

Any written Notification or other written communication shall be deemed to be validly dispatched by the Institution by post or by e-mail if it was dispatched to the last address, respectively to the last contact numbers and e-mail address communicated by the Customer to the Institution, unless otherwise provided for in the account opening application/specific contracts or commitments.

Any Notification or any other communication shall be sent to the Payment Institution to the place of business where the Customer has opened his/her account or to the address of the company's registered office, namely: George Georgescu - intrare prin Justitiei 54, nr. 10, sector 4, Bucharest or by e-mail: office@smith-smith.ro

Any Notification sent by the Customer to the Payment Institution shall be effective as of receipt by the Institution and any notification or any other communication received on a non-working day or received after 4.00 p.m. on a working day shall be deemed to be received on the next working day.

An exception are the transactions and the documents related thereto for which, by specific internal regulations, a cut-off time is established, which is displayed at the Payment Institution's places of business, when such cut-off time applies.

F. Online money transfer

This service can be used by any natural person who is a Romanian citizen or a citizen of the Republic of Moldova, who is aged over 18 years and who holds an account opened with an Institution in an authorised country.

The payer shall register and shall create an account on the Smith&Smith online platform and shall order a transfer from the personal account/card that he/she holds with a financial institution to the Smith&Smith bank account indicated on the platform. The transfers ordered through a bank card shall only be accepted for carrying out the transactions ordered if they are registered in the 3D Secure system.

Before initiating any transfer through the online system, including by means of the mobile payment app, for the purpose of complying with the legislation on preventing and fighting money laundering and on customer due diligence, the Institution shall request the customer to send a colour photo of his/her identity document and, when the third transaction is initiated, the Institution shall request the customer to send a photo of himself/herself next to his/her identity document.

The maximum amount transferred per transaction is EUR 500 or RON 2 500, plus the fee payable to Smith&Smith. The minimum amount transmitted is EUR 1 or RON 1 per transaction. Each customer registered on the Smith&Smith online platform may only perform one transfer a day. Each payee of an online transfer may only receive one transaction a day.

Each customer, acting as a payee or as a depositor, who accesses the online transfer

Service offered by Smith&Smith can carry out transactions in the amount of maximum EUR 2 500 or RON 11 500 a month and maximum EUR 20 000 or RON 92 000 a year. Each customer registered on the Smith&Smith online platform can only perform maximum 3 attempts per day with the same card, he/she can try to use maximum 3 different cards per day and he/she can use maximum 4 different cards in a month.

The transfer ordered may be completed as follows: in cash at the Smith&Smith places of business or at the Smith Agents or by bank transfer to the natural person/corporate Payee's account opened with a competent institution (such transfer may also represent the payment of utilities).

Smith&Smith is not required to verify the payee's account number indicated by the Customer on the payment order.

The purpose of customer registration on the online platform is to identify the customers (payers), to accept the payment instructions given by the customers, to obtain information about the payee and that Smith&Smith provides the unique identifier for the transaction ordered by the payer.

Such unique identifier shall uniquely identify the transaction from its initiation by the Payer until payment is made to the Payee.

The Payer shall be provided with all the details necessary to make the payment to the Smith&Smith account, respectively the account number in IBAN format, the bank's SWIFT code, Smith&Smith's address and the country (Romania).

The Call Center office is the interface for the customers with no access to Internet and Smith&Smith for the provision of the information necessary for registration and for making the payments.

The registration in the Smith&Smith database and the obtaining of the transaction's unique identifier do not require the initiation of a transaction and do not generate any obligation between the parties (the paying customer and Smith&Smith).

The unique identifier of such transaction is only valid after crediting the Smith&Smith's bank account and after validating the payment initiated by the Payer, respectively after receipt in the Smith&Smith's account of the amount ordered on the online platform.

After the customer's registration and after obtaining the payment details and the transaction's unique identifier, the customer shall receive by SMS or by e-mail the summary of the payment details with a view to initiating a transaction from his/her personal account opened with a credit institution to the Smith&Smith's account.

Both the funds necessary for the transfer ordered and the fee relating to this transaction shall be transmitted to the Smith&Smith's account. The transfer funds must be received in the Smith&Smith's account within maximum 5 working days of the initiation of the transaction.

Where the amount is not received in the Smith&Smith's account, the transfer shall be deemed to be cancelled.

Where the amount received is lower than the amount registered on the online platform, Smith&Smith shall execute the payment order within the limits of the amount received, less the fee relating to this service.

For the situation where the payee does not appear to the counter within 7 days to withdraw the amount of money from the transaction, such amount of money shall be returned to the payer. The 7-day period starts when the money is available to the payee. Where necessary, the Institution shall carry out additional verifications require by the legislation in force on preventing and fighting money laundering, in which case the execution time limits shall be extended until the completion of the verifications required by law.

When the Customer gives instructions to the Institution by phone, e-mail or by other means, in compliance with its security procedures, the Institution shall try to verify, inter alia, the Customer's identity and the accuracy of the information sent. The purpose of security procedures does not include verifying the source of the instructions or detecting the errors in the instructions or in the data provided by the Customer.

The consequences of the misuse of the forms or of the means of communication or transfer of data shall devolve upon and shall be at the risk of the Customer.

Smith&Smith reserves the right to request the payer to provide any additional document considered useful for executing the transaction. If the payer does not send the document requested within maximum 24 hours of the request, the transaction shall not be processed and the order shall be deemed to be cancelled.

Smith&Smith shall be entitled, unilaterally and without prior notice, to close any account of the Customer if the Institution has information or suspects that the way in which the Customer uses the account or the amounts transferred by him/her might be linked to illegal activities.

Smith&Smith shall have the right to refuse to execute any instructions if they are contrary to its internal policies, including, without limitation the internal procedures and/or the national standards that Smith&Smith respects, the law, an order issued by a relevant authority and the Institution shall not be held responsible for any damage suffered by the customer as a result of non-execution of orders.

OTHER GENERAL RULES

1. The transactions carried out by the places of business or by the Agents consist, as appropriate, of payment/receipt transactions from and to customers, in compliance with SMITH&SMITH's internal and technical rules and procedures. The transactions are based on the provisions of the national legislation.
2. For the transactions carried out in favour of its CUSTOMERS by means of the places of business or of the Agents, upon receipt or remittance of the amounts of money, the operator or the ATB, as appropriate, serving the place of business or the agency shall issue for the CUSTOMER a

- copy, as appropriate, of the Payment Order, of the Acknowledgement of Receipt or of the receipt;
3. Smith&Smith, by means of the operator of the place of business, for the purpose of complying with the legislation on preventing and fighting money laundering and on customer due diligence, reserves the right to request and obtain from its CUSTOMERS the **information**/documents considered to be **necessary** for carrying out the transactions.
 4. SMITH&SMITH may decide, at any time, unilaterally, without formal notice, to cease the relationships with the customer, in whole or for a particular transaction within such relationships, if the CUSTOMER does not comply with the legal provisions or makes false statements that may be prejudicial to SMITH&SMITH, or when suspicions exist that certain transactions are related to money laundering, terrorist financing or any illicit activities. SMITH&SMITH's management shall notify by internal means the personnel of the places of business on the measures necessary to be taken.
 5. SMITH&SMITH management may grant bonuses and other benefits to certain SMITH&SMITH customers based on the loyalty cards. Such benefits can be cancelled, unilaterally withdrawn by the SMITH&SMITH management, without formal notice, upon first infringement/non-compliance by the CUSTOMER of/with the legislation in force, the clauses of such promotion or the General Business Conditions.
 6. The CUSTOMER shall be responsible for the accuracy and veracity of the data provided to the operator of the place of business for carrying out the payment transaction.
 7. If the CUSTOMER provides inaccurate data or if there are inconsistencies between the data in the CUSTOMER'S identity card and the data viewed in the computer system, the operator shall have the obligation not to carry out the transaction. The operator shall also request information from the SMITH&SMITH's head office, the Call Center office, regarding the existing inconsistencies and shall seek instructions.
 8. Smith&Smith's management may establish certain limits within which receipts and payments from and to CUSTOMERS can be performed by the operator of the place of business in parallel with the payment details clarification procedure.
 9. The CUSTOMER shall have the obligation to count the money, to verify the currency in the presence of the counter operator and to keep the copy of the form relating to the transaction carried out. Any subsequent complaint shall not be taken into consideration.
 10. In case of modification of the General Business Conditions, SMITH&SMITH undertakes to present them to the CUSTOMER at the places of business and on the website www.smith.com.ro. Smith&Smith reserves the right to unilaterally modify the General Business Conditions whenever it sees fit. The customer accepts that his/her notification by presenting them at each place of business of Smith&Smith and on the official website is a sufficient notification on such modifications. If the CUSTOMER does not notify Smith&Smith on his/her intention to terminate the legal relationship that is directly or indirectly affected by the modification of the General Business Conditions, it shall be

presumed that such modifications have been accepted by the CUSTOMER.

11. For amounts withdrawn and undue, the CUSTOMER shall efficiently notify the operator of the place of business and shall remit the undue amount to the operator. Otherwise, SMITH&SMITH reserves the right to bring legal action against the person who withdrew any undue amount.
12. Smith&Smith shall have the right to refuse to execute any instructions if they are contrary to its internal policies, including, without limitation, the internal procedures and/or the national standards that Smith&Smith respects, the law, an order issued by a relevant authority and the Institution shall not be held responsible for any damage suffered by the Customer as a result of non-execution or late execution of payment orders received from the Customer.
13. Cash payments made outside the business hours of the Smith&Smith partner banks (after 5.00 p.m. - from Monday to Friday, after 1.00 p.m. - Saturday and those made on Sunday) shall be executed *within the limits of the available funds at the cashier's office*.

III PROCESSING OF PERSONAL DATA

Any person who is a customer takes note that Smith&Smith, for the purpose of providing the money transfer service, is entitled to request the identity document, to register the data appearing on the identity document presented, together with other information required by law, namely citizenship, residence, telephone number, occupation/position/profession, employer's name, source of funds, e-mail address and to process the customer's personal data, given that the processing is necessary for fulfilling the legal and contractual obligation relating to the transaction carried out, under the conditions set out by the payer.

For executing the customers' transactions and for fulfilling our legal obligations, Smith&Smith receives/sends the customers' personal data from/to other financial and banking institutions, payment service providers, Agents of Smith&Smith, public authorities, judicial bodies, in Romania or outside Romania.

Smith&Smith attaches great importance to protecting personal data and undertook to protect all the customers' personal data that it processes and, consequently, it implemented policies and procedures designed to ensure a high level of protection of such data.

Throughout the duration of the business relationship, Smith&Smith undertakes to regularly monitor the status and level of protection of the personal data and to apply best practice relevant for improving the technical and organisational measures established to ensure a level of protection corresponding to the related risks and shall use its best efforts to improve the existing technical and organisational measures.

The customers' personal data is processed throughout the duration of the business relationship and after the end of such relationship at least for the period required by the legal provisions applicable in the field, including, without limitation, the provisions of the legislation on customer due diligence and on preventing and fighting money laundering.

The places of business are equipped with video surveillance cameras, which capture the Customer's image and the images are stored in compliance with the legal provisions for the processing of personal data for the purpose of monitoring/ensuring security of persons, premises and/or of public/private goods.

By signing any form (Payment Order, Acknowledgement of Receipt, Application for opening/change of account etc.) and by accepting these General Business Conditions, the CUSTOMER declares that he/she took note that his/her personal data, which he/she provided, shall be processed and stored by Smith&Smith and can be transferred abroad, as appropriate, to the states to/from which he/she sends/receives the money transfer and to the competent authorities for the purpose of fulfilling Smith&Smith's legal obligations in compliance with the legislation in force.

The Customer's refusal regarding the processing and storage of personal data and his/her refusal to present the identity document and/or its scanning, as appropriate, shall make it impossible for Smith&Smith to process the transaction.

On the basis of a written, dated and signed request, sent to the address of SC SMITH&SMITH S.R.L. or for the attention of the Data Protection Officer: Bucharest, str. George Georgescu nr. 10 – intrare prin Justitiei 54, sector 4, postal code 040131, e-mail: protectiadatelor@smith-smith.ro, telephone number 0759.034.844, the customers may send any request for the provision of personal data or may exercise, free of charge, the following rights:

1. *the right to all kind of information on the personal data;*
2. *the right of access to the data;*
3. *the right to intervene on the data;*
4. *the right to object and the exceptions to the right to object;*
5. *the right not to be subject to an individual decision;*
6. *the right to take legal action;*
7. *the right to lodge a complaint with a supervisory authority;*
8. *the right to erasure of data ("right to be forgotten") – data erasure can be obtained if the data processing was not legal or in other cases provided for by law;*

The customers declare that they have taken note of and they agree with the General Business Conditions and that they have received the information required by the provisions of Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

The forms, the means of data communication and transfer that the Institution made available to the Customer must be kept and used by the Customer with the utmost diligence.

By means of these General Business Conditions, the Customer accepts that Smith&Smith may store its conversations (including by e-mail) with the Customer. The recordings/conversations stores shall be used as evidence exclusively for disputes concerning the conformable execution by Smith&Smith of the Customer's instructions.

IV CONFIDENTIALITY

1. The relationships between SMITH&SMITH and the CUSTOMERS are based on mutual trust and on the compliance with the information confidentiality.

2. The names of SMITH&SMITH's customers, as well as the transactions carried out are covered by professional secrecy and they shall only be disclosed in judicial proceedings or at the request of persons authorized by the law.
3. The information shall only be provided to SMITH&SMITH's customers if the applicant proves his/her legitimate interest in such information and if he/she appears in the daily detailed list of transactions.
4. The information consists of financial data of the transaction and general remarks regarding the CUSTOMER's data.
5. The CUSTOMER authorizes SMITH&SMITH to transfer and communicate any information regarding the CUSTOMER to and between its places of business, agents and counterparties present on the entire circuit of the transaction, for confidential use, in connection with the provision of any service to the CUSTOMER.
6. The Payment Institution and the Customer shall take all the necessary steps to maintain confidentiality of the information obtained on each other in the conduct of the business relationship between the Institution and the Customer, however in compliance with the provisions of any law or order of any competent authority allowing/requiring disclosure.
7. The Payment Institution shall keep confidential, shall not reveal, publish or otherwise disclose information on the customers' accounts and on the transactions ordered by them without their consent.

The confidentiality clause shall not apply if:

- the information is requested by a competent authority within legal proceedings;
- the Customer authorises the Payment Institution to disclose the information;
- In any other situation provided for by law.

V. OBLIGATIONS OF THE PARTIES

SMITH&SMITH shall be liable for:

1. complying with the instructions received from the payer in Romania or from the partners abroad;
2. the prior information of the payment service user on the payment service's characteristics in compliance with the provisions of the legislation on the provision of payment services.
3. The subsequent information, where appropriate, of the payer or of the payee;
4. it shall not request from the payment service user any payment for the provision of the information stipulated in Law No. 209/2019 on payment services;
5. complying with the operating period of a payment order from the receipt of the payment order from the payer and until its transmission to the payee's payment service provider, in compliance with the legal provisions;
6. transferring the full net amount of the payment transaction without charging any price from the amount transferred;

7. carrying out in a timely manner the transactions ordered by the customer, except for the transactions the execution of which was suspended for a certain period of time. The suspension of a transaction may be decided by the payment institution or by the authorities. Their execution shall be extended by the period decided for the suspension;
8. making immediate efforts, at the payer's request, regardless of its liability, to identify and monitor the payment transaction, while notifying the payer on the results, in the case of a non-executed or incorrectly executed payment transaction. The costs of such investigation shall be borne by Smith&Smith if Smith&Smith is found to be at fault or by the Customer if the fault is exclusively his/hers.
9. adequately using the operating techniques and tools for the good execution of transactions;
10. compensating the damage caused to CUSTOMERS due to the fault of its employees;
11. counting and verifying the money paid to/received from the payee/payer, in his/her presence, using the special tools at its disposal and intended for such operations.
12. executing the payment transaction (in the presence of the Payer) when acting as the latter's Payment Institution and when it cannot prove that the amount of the payment transaction was received by the payee's payment service provider.
13. executing the payment transaction (in the presence of the Payee) when acting as the latter's Payment Institution and when it cannot prove that it has received the amount of the payment transaction.

SMITH&SMITH shall not be liable for:

1. not carrying out the transactions for reasons not attributable to its employees, in compliance with the instructions received from the payers in Romania or from the partners abroad;
2. the damage suffered by the CUSTOMER as a result of the impossibility to identify the customer or of the impossibility to present a valid identity card;
3. the effects of the transactions ordered by the payer for which the payer has modified his/her instructions, subsequently to the initial instructions on which the transaction was based, the payee not being notified in advance by the payer;
4. the consequences arising out of the failure to communicate in due time and/or out of the defective communication, by SMITH&SMITH's foreign partners, of the modifications of the data initially provided.
5. delays in settlements due to the banking circuit or to the failure to supply with cash in foreign currency, in due time, by the banks with which SMITH&SMITH has contractual relationships and if SMITH&SMITH notified the bank in advance, under the terms agreed regarding the cash needs;
6. the consequences arising out of the force majeure events;

7. the effects produced by all kind of agreements between CUSTOMERS, to which SMITH&SMITH is not a party;
8. the non-compliance by the banking partners and/or payment institutions with the provisions stipulated in the contracts concluded with them;
9. failure to count the money and failure to verify the currency by the CUSTOMER before the operator of the place of business;
10. failure to collect the forms (Payment Order or Acknowledgement of Receipt) by the CUSTOMER.
11. The data communicated by the customer upon initiating a transfer, namely: surname and first name/corporate name, as appropriate, payee, payee's bank account, payee's address, payee's IBAN code, purpose and nature of the transaction.

The Customer shall be liable for:

1. not complying with the provisions of the General Business Conditions or of the contracts and agreements concluded with SMITH&SMITH;
2. the accuracy and veracity of the data and information provided to the operators of the places of business and serving as a basis for carrying out the payment transactions or for the agreements of any kind concluded between SMITH&SMITH and the CUSTOMER;
3. failure to notify the employees of the places of business, within maximum 24 hours of the date when the transaction was carried out, of erroneous records or of undue amounts withdrawn.
4. money verification and counting at the time of carrying out the transaction.

The obligations arising from these General Business Conditions may not be subject to assignment/novation/transfer by either party.

VI Suggestions and Complaints, Disputes and Litigations

The relationships between the Payment Institution and the Customer are governed by the Romanian legislation.

Disputes between the parties shall be settled amicably. Where this is not possible, the law courts shall be competent to settle these litigations, according to the legal provisions in force.

Upon opening the payment account and when performing the remittance transaction, the Customer accepts and takes note, by appending his/her signature, that the records on magnetic medium and on paper may be used as evidence in all possible litigations relating to the execution of the operations/transactions carried out with the Institution. In case of non-compliance with the legislation in force in the field and/or with these General Business Conditions and/or with the "List of Tariffs and Fees", the natural person Customers may also refer the matter to the Institution and/or to the National Authority for Consumer Protection.

1. Each place of business of Smith&Smith shall have a Register of suggestions and complaints and the CUSTOMER shall be able to complain about any incident related to the way in which the payment transaction was completed;
2. Where Smith&Smith does not answer to the customer within 30 working days of the registration of the complaint, the customer may approach the National Bank of Romania for mediation or he/she may refer the matter to the National Authority for Consumer Protection;
3. The CUSTOMER may not allege that he/she lacks knowledge of the legislation, of the national and international regulations in the field of preventing and fighting money laundering or of the provisions of these General Business Conditions.
4. Where necessary, the Institution shall carry out additional verifications required by the legislation in force on preventing and fighting money laundering, in which case the time limits for the execution of the transactions shall be extended until the completion of the verifications required by law.
5. Smith&Smith reserves the right to request from the customer any additional document that it considers useful for executing the transaction, for the purpose of complying with the legal provisions in force on customer due diligence, on preventing and fighting money laundering and on combating the financing of terrorism.
6. Smith&Smith shall be entitled to close, unilaterally and without prior notice, any relationship with the Customer if the Institution has information or suspects that the way in which the Customer uses his/her account or the amounts transferred/received by him/her might be linked to illegal activities.
7. SMITH&SMITH reserves the right to claim non-material damage, under the conditions laid down by law, from the CUSTOMER who, by distorted statements or by false information, made public, affects the prestige of Smith&Smith;
8. The building in which the place of business is placed is the place of operation for both parties. All legal relationships between the CUSTOMER and SMITH&SMITH shall be subject to the Romanian legislation;
9. Action may only be brought against SMITH&SMITH, territorially, before the court within the territory of the registered office. As a rule, any dispute between the parties arising out of the application and interpretation of these General Business Conditions, if not settled amicably, shall be settled by mediation by NBR in compliance with the provisions of Law no. 197/2010 or by arbitration before the Bucharest Court of Commercial Arbitration attached to the Bucharest Chamber of Commerce and Industry;
10. The contracts concluded by the CUSTOMER with third parties shall not be enforceable against SMITH&SMITH, even if the latter was aware of the conclusion thereof, as SMITH&SMITH is not a party to such contracts;
11. SMITH&SMITH shall have the right to enforce against the CUSTOMER the provisions of the national legislation in the field, the international rules and practices, as well as its own rules and working procedures, in any dispute arising out of their application,

even if the CUSTOMER invokes losses or damage resulting from their application.

Diligence required in executing the instructions/Use of the services of agents or correspondent third parties

In executing the CUSTOMER's instructions, SMITH&SMITH shall act in good faith and shall use reasonable efforts, as determined according to the practices and standards in the field.

For the execution of the CUSTOMER's orders, SMITH&SMITH shall have the right to use the communication and payment systems or the services of third parties. SMITH&SMITH shall not be held liable before the CUSTOMER for any delay or deficiency of a third party (including, without limitation, external partners, commercial banks and/or payment institutions with which SMITH&SMITH has concluded working conventions or has opened current accounts etc.) in carrying out the latter's duties in the relationship with SMITH&SMITH.

Other cases of exemption of SMITH&SMITH from liability

SMITH&SMITH shall not be held liable before the CUSTOMER for losses caused by force majeure, including, without limitation: nationalisation, expropriation, currency restrictions, measures of bodies with regulatory power, including, without limitation, any agency, governmental body, the National Bank of Romania, labour disputes among the personnel of SMITH&SMITH or of other entities involved in the execution of transactions, failures of electric power or of SMITH&SMITH's communication network or equipment, international conflicts, violent actions or armed activities, acts of terrorism, insurrection, revolution, as well as unforeseeable natural events with significant negative effects.

Information

The General Business Conditions shall be brought to the customers' attention by presenting them at each place of business of Smith&Smith/its Agents and on the website www.smith.com.ro. The use of Smith&Smith's services by the customers shall mean that the customers agree with the General Business Conditions, which are equivalent to a framework contract.

SMITH&SMITH

I, the undersigned, Surname _____, First name _____
 Personal Identity Number [in Romanian: CNP] _____, identified with identity document series _____, no. _____
 Issued by _____, on [date] ____ . ____ . ____

By signing this document, declare that I have received a copy of the General Business Conditions, that I have understood and I have unreservedly accepted the contents hereof.
 Place of business, _____ Customer's signature, _____

 Authorised signatures

 Date,

SMITH&SMITH S.R.L. is a Romanian legal person, with the registered office in Str. Justitiei, nr.54, sector 4, Bucharest, Romania, registered with the Trade Register under no. J40/10054/1999, tax reference number 12402419, registered in the Register of Payment Institutions under no. IP-RO-006/28.04.2011. Telephone no.: +(40) 21 331.80.00; E-mail: office@smith-smith.ro; Website: www.smith.com.ro

Date of entry into force: 20.09.2021

**Administrator
 Pocnetz Georgeta**