GENERAL BUSINESS CONDITIONS of B.C. "VICTORIABANK" S.A. applicable to Individuals

(GBC.4.4)

2022

CHAPTER I. GENERAL PROVISIONS 3
I.1. INTRODUCTION 3
I.2. DEFINITIONS AND INTERPRETATION 4
I.3. PERSONAL DATA PROCESSING AND PROTECTION 9
I.4. KNOW YOUR CLIENT 12
CHAPTER II. CURRENT ACCOUNTS 13
II.1. GENERAL PROVISIONS 13
II.2. RIGHTS AND OBLIGATIONS 13
II.3. OPENING OF THE CURRENT ACCOUNT 17
II.4. OPERATIONS ON THE ACCOUNTS. PAYMENT OPERATIONS 18
II.5. SCHEDULED TRANSFERS. DIRECT DEBIT 21
II.6. ACCOUNTS HELD BY MINORS 22
II.7. SUCCESSION 22
II.8. BLOCKING OF FUNDS AND UNDISPUTABLE DEBITING 23
II.9. ACCOUNT STATEMENT 23
II.10. ACCOUNT CLOSING. TERMINATION OF BUSINESS RELATIONSHIP 24
CHAPTER III. BANK DEPOSITS 25
CHAPTER IV. BANK CARD 27
IV.1. DEFINITIONS: 27
IV.2. GENERAL PROVISIONS 30
IV.3. CONDITIONS AND RULES FOR THE USE OF BANK CARDS 31
IV.4. RIGHTS AND OBLIGATIONS 33
IV.5. CARD SUSPENSION (BLOCKING) OR WITHDRAWAL 37
IV.6. CLOSING THE CARD AND THE CARD ACCOUNT 37
CHAPTER VII. VB24 SERVICE 39
CHAPTER IX. FINAL PROVISIONS 40
IX.1. NOTIFICATIONS 40
VIII.2. AUTHORIZED TRANSLATIONS AND RECOGNITION OF DOCUMENTS 41
VIII.3. CONFIDENTIALITY 41
VIII.4. JUSTIFICATION OF NON-PERFORMANCE AS A RESULT OF AN IMPEDIMEN 42
VIII.5. ASSIGNMENT 42
VIII.6. INTERPRETATION 42
VIII.7. WAVERS 43
VIII.8. APPLICABLE LEGISLATION AND JURISDICTION 43
VIII.9. SUGGESTIONS AND COMPLAINTS 43
VIII.10. GUARANTEE OF FUNDS 42

Confidențial
Atenție! Se interzice deținerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!

CHAPTER I. GENERAL PROVISIONS

I.1. INTRODUCTION

1.1.1. The Commercial Bank "VICTORIABANK", a Joint Stock Company, hereinafter referred to as the "Bank", identified by the following data: fiscal code/IDNO: 1002600001338, SWIFT: VICBMD2X, headquarters: MD-2004, Republic of Moldova, Chisinau, 141, 31 August 1989 st., tel. (00373) 22 576100, fax: (00373) 22 234533, e-mail address: office@vb.md, web page: www.victoriabank.md, Customer Support Service 1303 / +373 22 21 03 03 B.C. "VICTORIABANK" S.A. is a member of the Deposit Guarantee Fund. The Bank has Branches, agencies, ATMs and foreign exchange offices on the territory of the Republic of Moldova. The supervisory authority is the National Bank of Moldova.

1.1.2. The Bank operates in accordance with the legal provisions set out in the Law no. 202 of 06.10.2017 on the banking activity, the Civil Code of the Republic of Moldova no. 1107 of 06.06.2002, the legislation in force in the Republic of Moldova and the normative acts of the National Bank of Moldova, as well as in accordance with its internal regulations.

1.1.3. The Bank provides banking products and services under License No. 004503 of 06.02.2018. The products and services made available to the Clients are those set forth in this document, in the calls for proposals materialized in informative leaflets, product sheets, advertising boards or media advertisements, the Bank's website, client applications, as well as in personalized offers.

1.1.4. The Clients can request and receive from the Bank assistance and advisory services concerning the offered banking services, without thereby losing their right of decision and disposal. Providing such services to the Clients, even for a fee, does not entail the Bank's liability for Clients' decisions.

1.1.5. The General Business Conditions (hereinafter referred to as the "GBC") govern the relationship between the Bank and its Clients - account holders, individuals, nationals of the Republic of Moldova, foreign citizens, residents or non-residents and stateless persons (hereinafter referred to as the "Client"), and are applicable to any type of contract concluded between the Client and the Bank and any matter not otherwise expressly regulated in other contracts entered into by the Client with the Bank. At the same time, the business relations between the Bank and the Client are also regulated by the conventions (contracts) specific to each type of product or service (where applicable), the normative acts in force, including specific consumer protection legislation and the regulations of the National Bank of Moldova. Specific agreements may supplement the GBCs or may contain provisions derogating from the GBCs. These GBCs are also applicable to Bank Clients' representatives.

1.1.6. These GBCs replace any contrary provision that may be found in the contracts, forms and/or documents specific to banking products and services concluded prior to the entry into force of the GBCs and, where applicable, supplement them.

1.1.7. In the event of a conflict between the provisions of these GBCs and the special conditions set forth in the contracts, separate documents and/or forms entered into between the Client and the Bank on the same date or after the entry into force of these GBCs, the special conditions in the specific forms or documents shall prevail.

1.1.8. GBCs are mandatory for Clients and opposable to them in transactions with the Bank. The Bank will not establish any business relationship with a person if he/she does not accept the GBCs.

1.1.9. The GBCs, standardized forms, the List of fees and commissions, information on the Bank's products and services are made available to Clients at the Bank's premises, on the Bank's website, or via secured electronic channels or other means of communication in accordance with the legal provisions and as individually agreed with the Client.

1.1.10. At any time during the business relationship, the Client is entitled to receive, upon request, on paper or on any other durable medium the version in force of the GBC, as well as the List of Tariffs and Fees in force.

1.1.11. The GBCs apply since the date of establishment of the business relationship and remain valid until the date of its termination.

1.1.12. In relation to Clients with whom the Bank has established a business relationship, these GBCs will enter into force two months after the Bank has informed them of their entry into force, by making the GBCs available to Clients at the Bank's premises and the Bank's website, including through ads and account

Confidențial
Atenție! Se interzice deținerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!

statements, and/or by electronic mail, in cases where the Client has agreed with the Bank on electronic communication methods (e.g. internet-banking, e-mail, etc.), if until that date the Client has not communicated to the Bank in writing or on another durable medium about the refusal to accept the GBCs.

1.1.13. The Bank reserves the right to amend these GBCs in whole or in part, whenever it deems appropriate, by notifying the Client at least 2 (two) months prior to the proposed date for such amendment, by making them available to the Client at the Bank's premises and on the Bank's website, including through advertisements and account statements, and/or by electronic mail, if the Client has agreed with the Bank on the use of electronic communication methods (e.g. internet banking, e-mail, etc.). Any amendments to the GBCs will take effect between the Bank and the Client within 2 (two) months of notice, unless the Client has notified the Bank in writing or another durable medium of non-acceptance of the changes within the above mentioned period. Failure to accept amendements by the Client and, accordingly, termination of GBCs on this basis, will be free of charge for the Client.

1.1.14. The 2-month (two) period specified in para. 1.1.13. does not apply, and amendments to GBCs enter in force without the need for notifying the Client in advance, in the following situations:
a) in the cases provided for in these GBCs;
b) when the changes are made in relation to the application of the new legal provisions, such amendments being made according to the date of entry into force of those regulations;
c) when changes to the interest rate or commission level are to the Client's advantage;
d) when the Bank makes changes in order to introduce new services / functionalities and new banking products, and when the new aspects not previously regulated are to the advantage of the Client.

1.1.15. Amendment or termination of one of the Bank's products or services used by the Client does not affect the validity of the other products or services or these GBCs.

1.1.16. If the Client does not accept the amendment or replacement of these GBCs, both the Client and the Bank are entitled to terminate the business relationship. The Client may exercise this right before the proposed date for entry into force of the amendments/new version of GBCs, immediately and without incurring any additional costs.

I.2. DEFINITIONS AND INTERPRETATION

1.2.1. For the purposes of these GBCs, and within the business relationship between the Bank and the Clients, the terms and expressions below have the following meanings:

"Authentication" - a procedure by which the Bank verifies the use of a particular Payment Instrument, including its personalized security features.

"**Payment transaction authorization"** - the procedure by which the payer's consent to the execution of the payment transaction is expressed. The consent can be expressed by the Client in various ways depending on the Payment Instrument used for the operation. Thus, consent can be expressed by: Client's signature - for payment transactions made on paper or on specific forms/contracts; use of customized security features - for VB24-initiated payment transactions; reading the card chip/magnetic strip by entering it in a terminal, signing the receipt and/or using the personalized security features of the card, providing the card number and any additional data requested, approaching the card to the terminal (for contactless cards) - for payment transactions made with cards.

"Bank" means the commercial bank Victoriabank, a joint-stock company identified by the following data: fiscal code/IDNO: 1002600001338, SWIFT: VICBMD2X, headquarters: MD-2004, Republic of Moldova, Chisinau, 31 August 1989, no. 141, phone: (00373) 22 576100, fax: (00373) 22 234533, e-mail: office@vb.md, web page: www.victoriabank.md, Customer Support Service 1303 / +373 22 21 03 03 and all its territorial units.

"Beneficial owner" – an individual who ultimately controls the Client, or an individual on whose behalf an activity or transaction is being conducted, as well as, where applicable, persons who exercise effective control over the Client, thus identified in accordance with criteria established by Applicable legislation.

"NBM" - an abbreviation for the "National Bank of Moldova".

"Client" – any individual who has initiated a business relationship with the Bank or with whom the Bank has negotiated a business relationship. In the cases provided for by the law, "Client" also means the individual with whom the Bank has negotiated a business relationship, even if the negotiation has not been completed by entering into a contract.

Confidențial
Atenție! Se interzice deținerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!

"Current Account" means a bank account opened by the Bank on behalf of the Client for current transactions: cash deposits and withdrawals, payments, transfers and receipt of funds, including transactions with the bank card attached to this account.

"Contract" - any explicit (written) or implicit (verbal) agreement, including these General Business Conditions that form the framework contract in the Client-Bank relationship, together with the annexes, with the specific agreements, conventions, the specific forms concluded by the Client for each product or service.

"Cash by Code" - implies the possibility of the Beneficiary to withdraw cash without a card at Victoriabank ATMs based on the special Code "Cash by Code" and to deposit cash without a card at the Bank's CashIn/Recycler ATMs equipped with a bar code reader based on the special Code "CashIn by Code". The special code is generated for this type of operations, by the Victoriabank Cardholder through VB24 Web and VB24 Mobile systems. Any Cardholder may use the Cash by Code Service in accordance with these GBCs and the Regulations for the use of VB24 Additional Services, displayed on the bank's website. By using the Cash by Code Service, the Cardholder confirms that he/she accepts all the conditions of use of this Service and the related Tariffs.

"Consent" - the contractual agreement of the individual, by which he / she agrees the specific terms and conditions that apply to the products / services requested and made available to him/her by the Bank. The consent may be expressed:

(1) in the form of a handwritten signature on the documents reflecting the communication between the parties / application / contract regarding the requested products and services;

(2) by electronic signature. The electronic / mobile signature can be used by the Client and by the Bank, as a personalized security element in the relationships related to the Business Relationship / Specific Contracts. The electronic signature / mobile signature as a legal effect is equivalent to the handwritten signature on paper, according to the law. It ensures the identity of the author, the authenticity and integrity of the signed documents and messages. The Bank reserves the right to choose the products / services regarding which it accepts the expression of the Client's consent through the electronic signature. As the case may be, the Client and the Bank, in the Specific Contracts, may agree on the method of expressing consent / authentication method / and on the type of electronic signature applicable to the Specific Contract.

(3) by communicating to the Bank an OTP SMS code sent by the Bank to the contact mobile number previously communicated by the client to the Bank, respectively registered as such in his / her records.

(4) for sending requests and / or executing operations through internet / mobile banking applications: accessing the application using confidential access data in internet / mobile banking applications, and pressing the specific buttons to confirm the transmission to the bank of a specific transaction / request;

(5) for the execution of an operation by card: signing the receipts issued by the POS only after verifying the data entered on them and / or entering the activation code / PIN at the electronic payment terminals, using the security method of the device for authorization of contactless and online payments, cash withdrawal from ATMs and transfers through the VB 24 application or other payment applications, providing the CVV / CVC2 code, entering the 3D Secure security code sent via SMS, entering the static password set by the user for e-commerce or any other identification data of the card (card number, expiration date, name as it appears on the card), proximity of the contactless card / device on which it is installed the VB 24 application or other payment application, by the specialized card reader (with or without entering the PIN code).

"Specific Agreement" or **"Convention"** - any contract, form, request or other standard document of a contractual nature concluded in writing between the Bank and the Client, having a banking service or product as its object.

"Foreign exchange rate" means the commercial exchange rate established by the Bank for a particular banking day or for certain types of banking operations provided by the Bank or originating from public sources.

''Supporting document" means the document that justifies the making/confirms the need for making payments/transfers by/in favor of the Client (for example: contract, invoice, decision/judgment/ruling of the

court) and that contains, as the case may be, data on the amounts of payments/transfers, as well as other documents specified in the Applicable legislation on certain exchange transactions.
"Digital Onboarding" - represents the online channel available through the Bank's website, for individuals, for the purpose of remotely initiating a business relationship and accessing products/services made available by the Bank through this channel.
"FATCA" means an act, which includes a set of legislative measures adopted by the USA to prevent and reduce tax evasion generated by cross-border activities of American residents. By Law no. 234 of 10 December 2015, the Parliament of the Republic of Moldova ratified the Agreement for Cooperation between the Government of the Republic of Moldova and the Government of the United States of America to facilitate the implementation of Foreign Account Tax Compliance Act (FATCA), signed in Chisinau on 26 November 2014.
"BT Financial Group" – a group of legal entities comprising Banca Transilvania S.A. (Romania) as a legal entity that exercises control, and all legal entities controlled by it (including B.C. "Victoriabank" S.A.).

"IBAN" - (International Bank Account Number) is a combination of letters and digits that ensures the uniqueness of an account number opened at an international payment service provider. The IBAN is provided to the Client by the Bank at the date of opening the account and reference to it is made on each account statement.

KYC Online" (Know Your Customer) - is the online channel available through the Bank's website for individuals to remotely update a business relationship.

"Payment Instrument" – Customized device (s) (payment card, mobile phone, etc.) and/or any series of procedures (technical - PIN codes, TAN, other types of codes, login/functional - credit transfer, direct debit) agreed between the Client and the Bank and used by the Client to initiate a payment order.

"Applicable legislation" means any normative act, law, regulation, decree, order, decision, instruction, notice, guideline, individual act, nomenclature, etc., issued by a competent state body of the Republic of Moldova or a related body that has direct or indirect application and is mandatory in the framework of Business Relations.
"Non-resident" means a natural person (a citizen of the Republic of Moldova, a foreign citizen or a stateless person) who is not domiciled on the territory of the Republic of Moldova, certified by a document in accordance with the legal provisions, including non-resident individuals temporarily residing in the territory of the Republic of Moldova.
"Pecuniary obligations" – any amounts owed to the Bank by the Client for or in connection with:
a) any Unsecured overdraft;
b) any banking commission/fees/charges/interests in accordance with the Bank's List of fees and commissions;
c) any bank loan; and/or
d) any other pecuniary obligations arising under these GBCs or Specific Agreements.
"**Payment transaction**" - an action which implies depositing, transferring or withdrawing funds, through the Client's accounts opened with the Bank.
"Payment order" - instruction sent to the Bank (as a payment service provider) to execute a payment transaction.
"NON-STOP operations" means payment operations that can be performed 24/7. The typology of transactions and the operational limits for NON STOP operations will be communicated to the Client through the public information displayed on the bank's Website, on the VB24 Web & Mobile Service page / application or at the bank's counters.
"Official Website" or "Bank Website" - represents the Bank's website: www.victoriabank.md.
"Business Relations" - the legal relationship between the Bank and the Client, through which the Bank provides the Client with banking, financial and related services, according to the field of activity and commercial offers, which involve at least the opening of a current account, and the Client uses and benefits from services, under the conditions established by the Bank.
"Resident" means a natural person (a citizen of the Republic of Moldova, a foreign citizen or a stateless person) residing in the territory of the Republic of Moldova, certified by an act in accordance with the legal provisions, including the resident natural persons who are temporarily abroad.

Confidențial
Atenție! Se interzice deținerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!

"Send to friend" - involves sending funds via the VB24 Mobile application to a third party, with the possibility of cashing the funds on the card (the Beneficiary will enter the card number in the special window in the application) or issuing cash at the Bank's ATMs (based on the "Cash by Code"). Any Cardholder may use the Send to friend Service in accordance with these GTC and the VB24 Additional Services Usage Rules, posted on the Bank's website. By using the Send to friend Service, the Cardholder confirms that he/she accepts all the conditions of use of this Service and the related Fees.

"VB24 Services" - remote banking services provided by the Bank to the Client for accessing accounts and performing payment transactions, including opening bank deposit accounts, through mobile applications and electronic technologies. Personalized security features within VB24 Services are, without limitation: the user name (log-in) and password, fingerprints, electronic signature, verification codes and passwords.

"VB Notifications" service - service to inform customers via messaging channels (SMS, Telegram and other notification channels) or the VB24 Mobile app, notifications sent to the Cardholder about transactions made with the bank card/card account and via the current account with card attached.

"SMS Notifications" - is a service for informing clients through SMS messages sent to the mobile contact number, previously communicated by the client to the Bank, regarding the transactions performed with the bank card and on the card account.

"Signature Specimen" - the Client's signature and / or his / her representative, applied on the document used in the relationship with the Bank when initiating the business relationship with the Bank and kept in its records and/or the electronic signature of the Client, made available to the Bank as a signature specimen.

"One Time Pasword / OTP Password" - alphanumeric code, randomly generated by the Bank's information system, transmitted to the User and which is used as an authentication and authorization code for performing Transactions, including/validating data at the counter or through Online Onboarding/KYC online.

"Electronic signature" - data in electronic form which are attached to other data in electronic form or are logically associated with other data in electronic form and which are used as a method of authentication), designed to ensure an adequate level of security regarding the identity of the user and the authenticity of electronic transactions.

"Mobile signature (MSign)" - the digital certificate, issued by the Information Technology and Cyber Security Service through mobile operators, which allows the creation of the digital signature.

"3D Secure Service" - is an international security standard for Internet payments that aims to further protect the cardholder and reduce fraud in the e-commerce area and is based on the existence and provision of an additional password whenever make an online payment with a card enrolled in 3D Secure.

"List of fees and commissions" - the document (s) issued by the Bank available for Clients when initiating the business relationship and throughout it, on the Bank's website or, as the case may be, at the Bank's offices, showing the list of fees, commissions and other mandatory costs charged by the Bank for certain bank transactions made by the Client through the current account or card account, as well as for the services provided by the Bank. The Bank's fees and commissions are an integral part of the framework agreement between the Bank and the Client.

"Complex and unusual transaction" means a Payment procedure carried out through one or more operations that do not correspond to the normal activity and/or are not typical of the type or nature of the Client's activity.

"Significant transaction" - the Payment Operation whose value, depending on the risks associated with the Client.

"Electronic transaction" - operation performed in the form of an electronic document through the VB24 Service or through the T2A Service and protected by a mechanism that allows the verification of its authenticity, integrity and impossibility of denying it.

"Suspicious transactions" – activity or transaction with property or illegal property, including with financial assets and funds, which the Bank is aware of or there are reasonable grounds to suspect money laundering, crimes related to them, terrorism financing and financing of proliferation of weapons of mass destruction are at the stage of premeditation, attempt, commission or have already been committed.

Confidențial
Atenție! Se interzice deținerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!

"Territorial Units" or "**Units"** - means the Branches, Representations, Agencies and/or Foreign Exchange Offices of the Bank throughout the Republic of Moldova.

"Banking Day" - the day on which the Bank carries out an activity permitting the execution of Payment orders. In the relationship with the Bank the following days are considered non-working – Saturdays, Sundays, public holidays, other days considered non-working by Correspondent banks/ Foreign settlement systems (in the case of Payment operations that take place through them), as well as the days declared by the Bank as non-working, in this case the Clients shall be informed in due time by displaying appropriate messages within the Bank's units and on its website. By way of derogation, certain Territorial Units of the Bank may carry out their activity on Saturdays, Sundays or holidays, information which the Client may consult on the official website of the bank.

"Operational Day" - the time interval during the Banking Day, according to the chart made public on the bank's website or in the VB24 application, during which the Receipt of Payment orders from Clients is made.

1.2.2. In these General Business Conditions, the terms used in the singular form in these definitions also apply to their plural form and vice versa.

1.2.3. The terms used in these GBCs, which have not been explicitly defined in para. 1.2.1, have the meaning provided for by the law or normative acts, or the meaning used in the in banking practice.

1.2.4. In these GBCs, references to "legislation" or "Applicable legislation" also refer to laws, directives, recommendations, decrees, treaties, conventions and other sources of international and/or European Union law, only if such acts are applicable to the Republic of Moldova, or only if such acts were accepted/recognized by the Bank as applicable (in whole or in part) within business relations with the Client.

1.2.5. In these GBCs, references to the "account" also refer to any type of bank account held by the Client or opened in his name at the Bank, regardless of the opening date, currency, balance (positive/negative), status (active/inactive), legal status (suspended/attached/blocked), etc. of such accounts, unless otherwise follows from the context.

1.2.6. In these GBCs, references to the "Agreement", "Specific agreement", "GBCs" also refer to changes and additions made from time to time to the relevant contracts/agreements/acts.

1.2.7. In these GBCs, the words "including," "as well as," or "for example" are considered to be followed by the syntagma "without limitation".

1.2.8. References to the "person" in these GBCs include any individual or legal entity, any entity, association, consortium, partnership, etc. (regardless of whether it has legal personality or not), unless the context indicates otherwise.

1.2.9. Whenever examples ("for example:") or non-exhaustive enumerations ("etc.") are used in these GBCs, it is considered that the application of the right/obligation will not be limited to this example or enumeration.

1.2.10. In these GBCs, references to the time of the day refer to the time in Chisinau, Republic of Moldova.

1.2.11. In these GBCs, references to legislative or normative act are considered to be references to such legislative or normative acts as they are amended or republished from time to time. In the event of repeal of a legislative or regulatory act, a reference to it shall be deemed to be made to the corresponding act, which replaces it.

1.2.12. Structuring of these GBCs into Chapters, Sections and Paragraphs ("para.") is carried out for the convenience of referencing and in no way affects the interpretation, scope, meaning and completeness of GBCs, and their provisions should be interpreted in the context of the entire Contract.

1.2.13. In these GBCs, the Bank and the Client are collectively referred to as the "Parties".

1.2.14. When interpreting these GBCs, account will be taken of their nature, the circumstances under which business relations were established, the interpretation given to them by the Parties, or which can be deducted from their behavior before and after initiation of business relations, as well as their application.

1.2.15. If these GBCs are or will be drawn up in several languages, when interpreting them, the Romanian version of the GBCs will prevail.

Confidențial
Atenţie! Se interzice deţinerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!

I.3. PERSONAL DATA PROCESSING AND PROTECTION

1.3.1. The Bank processes Clients' personal data with good faith, in line with the Law 133/2011 on personal data protection, other normative documents and any guidelines, policies and codes of practice or conduct applicable to it or to which it is a party, under conditions that ensure technical security and confidentiality, **for the following purposes**:

a) supplying financial and banking products and services through all available channels (e.g. the Bank's premises, Internet, telephone, etc.);

b) identifying Clients;

c) performing preliminary checks (e.g. analyzing the exposure to the risk in the provision of a product/service of the Bank), aiming at assessing the Client/other person concerned in order to decide on entering some banking operations or contracting certain products or services;

d) knowing the Clients in order to prevent and combat money laundering and terrorism financing, both at the time of establishing the business relationship with the Bank, and throughout its period of operation;

e) concluding and executing the contracts between the Bank and the Clients;

f) fulfilling legal reporting/recording obligations the Bank is required to fulfill according to applicable normative acts;

g) assessing the solvency, reducing the credit risk, determining the indebtedness of the Clients interested in the Bank's credit products;

h) collecting and recovering the Pecuniary obligations not fulfilled or impropery fullfiled by Clients;

i) taking action/providing information, support services, or responding to requests/complaints/claims of any nature addressed to the Bank by the Clients by any means, including through electronic communications services and the Internet. The processing of Client's data for this purpose includes the recording and storage of any messages or telephone calls, whether initiated by the Client or the Bank;

j) contacting and informing the Clients about the Bank's products/services used by them for the purpose of proper execution of contracts (such as, but not limited to, account or card statements, information on the working hours of the Bank's units, information in connection with seizures/bans applied on the accounts, notifications of unauthorized debits or debts arrears, etc.);

k) audio recording of telephone conversations with the Bank in order to improve the quality of services, as well as to provide proof of the request/agreement/option regarding certain financial banking services;

l) video recording of the presence of persons at the Bank's premises in order to maintain a high level of security of the Bank's clients, employees and property and the monitoring of the security of the Bank's persons, premises and / or assets or of the visitors of its territorial units;

m) monitoring Clients' activity and transactions;

n) centralizing operations, maintaining and updating an internal database where the information about the Clients and other target persons is stored, in order to be used by Bank employees in their activity as well as in the Bank's internal applications;

o) drafting statistical reports and carrying out economic, financial and/or administrative management activities within the Bank;

p) monitoring the security of persons, premises and/or assets of the Bank or of the visitors of its territorial units;

q) protecting the rights and interests of the Bank;

r) creating or analyzing profiles for the improvement of the Bank's products/services, for customized/general promotion by the Bank of its products/services or for marketing activities by any means of communication (e.g. post, telephone, fax, e-mail, SMS with advertisements addressed directly and specifically to a particular person), including through/by entities of the BT Financial Group;

s) conducting marketing or publicity activities of general type, loyalty activities and surveys, including through/by entities of the BT Financial Group;

Confidențial
Atenție! Se interzice deținerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!

t) identifying situations where social networking users are also Clients of the Bank in order to conduct customized marketing activities, according to the Client's option;

u) analyzing the behavior of the Client/any person accessing the Bank's website through the use of cookies of both the Bank and third parties in order to provide general or personalized content tailored to the interests of users;

v) for secondary purposes (e.g. archiving, internal audit, external audit, etc.), which are always consistent with the main purposes for which the data were originally collected by the Bank.

1.3.1.1. The Bank shall process personal data (including biometric data) relating to the Customer obtained directly from the Customer, as well as data that is generated on the basis thereof or consulted from other official sources.

1.3.2. Categories of Clients' personal data processed by the bank for the above purposes are:

a) identification data: name, surname, middle name, nickname (where applicable), date and place of birth, personal identification number or other similar identification, series and number of the identity card/passport and a copy thereof, permanent and temporary address (where applicable), telephone number, fax, e-mail address, nationality, profession, occupation, name of the employer or the nature of self-employment activity (if applicable), family status (including civil status, number of children, children in maintenance), economic and financial situation, data on assets held, financial data (including copies of tax returns on income tax, confirmed by fiscal bodies, when submission thereof is mandatory according to the tax legislation), image, voice, signature specimen, card number, card expiration date, IBAN code. Some provisions of this paragraph (within the limits of identification data required to be obtained under the NBM regulations) also apply to the categories of persons related to the Bank's Clients, in accordance with the legal and regulatory provisions;

b) data and information related to credit or similar products: product type, term of the loan, date of award, maturity date, amounts granted, amounts due, account status, account closing date, credit currency, payment frequency, paid amount, the monthly rate, the name and address of the employer, the outstanding amounts, the number of overdue installments, the due date of the arrears, the number of days of delay in repayment of the loan, the information regarding the guarantor, the co-debtor or the beneficiary of the insurance policy of the natural person in relation to the product.

c) data regarding fraudulent individuals: they consist of information related to the commitment of crimes and offences in the financial-banking sector, in the direct relation with B.C. "VICTORIABANK" S.A., backed by final and irrevocable court decisions, as applicable, or by uncontested administrative deeds;

1.3.3. The grounds on which the Bank processes the personal data of Clients are, as applicable:

a) the Client's consent, if it has been granted (e.g. in the case of direct marketing or automated decision making, where the decisions produce significant legal effects or significant similar effects and which are not necessary for the performance of a contract or the fulfillment of a legal obligation). Clients' consent to the processing of personal data is not necessary in cases where the basis for their processing by the Bank is a legal obligation, the signing/performance of the contract, the legitimate interest of the Bank or the major public interest, as well as in other cases provided for by law.

b) the execution of a contract to which the Client is a party (e.g. providing financial-banking services, providing support services for Client's requests, sending notifications of products owned, etc.) or making pre-contractual steps at Client's request to enter into a contract (performing preliminary Client Assessment and Acceptance checks) or providing the Client with information about the products held or the support for their use;

c) the legal obligation of the Bank (e.g. identification and knowledge of Clients, identification and prevention of fraud, reporting on financial-banking activities, FATCA provisions);

d) the Bank's legitimate interest (e.g. centralizing operations and maintaining an internal database, analyzing ideas to streamline the way the Bank's entire network and all bank processes operate, conducting statistical analyzes on the Bank's clients' portfolio, carrying out current operations for the Bank's financial and banking activity by conducting the management of the relationship with the Bank, analyzing and minimizing the financial and reputational risks to which the Bank is exposed in relation to the provision of financial-banking services and products, gaining a high level of knowledge about the financial and banking market, planning a strategic development of the Bank, developing and improving the Bank's products and services, ensuring a high level of security at the level of IT systems (e.g. applications, network, infrastructure, website) and physical premises (e.g. back office, front office, headquarters), maintaining the

Confidențial
Atenție! Se interzice deținerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!

stability of the financial system, in particular as regards the identification and minimization of fraud risks that may affect the Bank);

e) **major public interest** (e.g. mitigating the business-related risk with a politically exposed person, as referred to in the Law 308/2017 on the prevention and combating of money laundering and terrorist financing).

1.3.3.1. In order to meet the legal obligations of knowing the Clients, if they omit or refuse to update their personal data in its records, the Bank may update their data on its own initiative, on the basis of information obtained from other reliable, or directly from to the Client if he/she has provided them to the Bank for other purposes (for example, if a client has not declared to the Bank an e-mail address when establishing or during the business relationship, but provides such an address for use by the Bank for the purpose of sending advertising messages, the Bank will process the Client's e-mail address for the purpose of developing the business relationship with the Client too).

1.3.3.2. The processing of Client's personal data is mandatory, so that Client's refusal to provide them will cause the Bank to be unable to provide the service or the banking product unless the processing of the data is based on Client's consent (e.g. in the case of direct marketing), in which case the Client will be informed that the provision of the data or the consent is optional.

1.3.3.3. If the Client is the one who provides the Bank with information about other persons, he/she shall inform those concerned about the purpose of the processing, the addressee of the processing and the processed data.

1.3.3.4. **Recipients of Client's personal data processed by the Bank.**

The personal data of the Bank's Clients are disclosed or, where applicable, transferred, including cross-border, in accordance with the legal bases applicable to the situation, and only under conditions that ensure full confidentiality and security of data to categories of recipients such as, but not limited to: Clients, Branches, Agencies, Work Points, Representations of the Bank, Entities within the BT Financial Group, Assignees, Authorized persons and partners of the Bank, Public Authorities and Institutions, Bailiffs, Notaries, Attorneys, courts, entities to which the Bank has outsourced some banking services/products, shareholders, related parties, credit history bureaux, entities set up to monitor bank risks, IT, archiving, courier, interbank payments processing service providers, suppliers of banking cards, social networking providers, providers of social networking marketing services, insurance companies, international payment organizations, non-bank banking or financial institutions, including outside the European Economic Area – in the case of international SWIFT type transfers or as a result of the processing performed for the purpose of applying FATCA legislation.

The initiation by the Client of payment order operations represents the consent of the Client to transfer its personal data to those States.

1.3.3.5. Every Client benefits of the rights conferred by the law on the personal data processing and protection, namely:

a) Right to information - the right to receive information about the purpose of processing performed by the Bank, the recipients of personal data, the existence of special rights of the subject with respect to his/her personal data;

b) Right of access - The Client may request and obtain confirmation that his or her personal data is processed by the Bank or not and, if so, may request access to such data as well as certain information. Upon request, the Bank will also issue a copy of the processed personal data, and the additional copies may be obtained at a price according to the actual costs of the Bank;

c) Right to intervene - in cases strictly prescribed by law, the right to obtain the rectification, updating, blocking or deletion of personal data processed contrary to the law;

d) Right of opposition – The client may oppose at any time, for reasons related to the particular circumstances of the case, processing based on the Bank's legitimate interest (including the creation of profiles) or performed in the exercise of a public interest or authorization with which the Bank is invested or oppose the processing of its data for commercial purposes, unless the law otherwise provides;

e) Right to lodge a complaint - The Client may lodge a complaint against the processing of personal data by the Client to the National Center for Personal Data Protection;

f) Right of withdrawal of consent - in cases where processing is based on consent, it can be withdrawn at any time. Withdrawal of consent will only produce effect for the future, processing prior to withdrawal still remaining valid;

Confidențial
Atenție! Se interzice deținerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!

g) The right not to be the subject of an individual decision - the right to seek the annulment, in whole or in part, of any individual decision that produces legal effects on the rights and freedoms of the Client, being based solely on the automated processing of personal data intended to assess some aspects of his/her personality, such as professional competence, credibility, behavior and the like.

h) Right of access to justice - the right to address the courts for compensation of material and moral damages caused in the event of incurring damage directly related to the processing of personal data. In relation to the Bank, the rights indicated above may be exercised by the Client by submitting a written request to the following email address: feedback@vb.md.

I.4. KNOW YOUR CLIENT

1.4.1. The Bank has the obligation to verify the identity of the Client and the beneficial owner prior to establishing a business relationship before/upon performing transactions, during the business relationship (depending on risk, if necessary, including when the relevant circumstances regarding the Client change), as well as when there are suspicions of money laundering or terrorist financing, or reasonable doubts about the accuracy and veracity of the identification of obtained data.

1.4.2. When the Client does not provide all the documents and information requested by the Bank and/or when it is not possible to comply with the requirements of legislation on preventing and combating money laundering and terrorism financing, and/or with FATCA requirements, including with precautionary measures in relation to the Clients, the Bank may, without prior notice of the Client and without explaining the reasons for its decision, where applicable:

a) refuse to initiate the business relationship with the Client;

b) refuse to open the Account;

c) refuse or suspend executing the Payment Operations; and/or

d) terminate an existing Business Relationship.

1.4.3. The precautionary measures concerning the Client are performed by the Bank in accordance with the legal framework on preventing and combating money laundering and terrorist financing and include:

a) identification and verification of the identity of Clients on the basis of identity documents, as well as documents, data or information obtained from a reliable and independent source;

b) identification of Beneficial owner and application of appropriate and risk based measures for verification of his/her identity in order for the Bank to have the certainty that it knows who the Beneficial owner is;

c) understanding the purpose and intended nature of business relationship and, if necessary, obtaining and assessing the information regarding them;

d) on-going monitoring of business relationship, including the examination of transactions concluded during the entire duration of the concerned relationship, in order to ensure that the performed transactions are consistent with the information held by the Bank regarding the Client, the activity profile and the risk profile, including the source of goods, and that the held documents, data or information are updated.

1.4.4. The Bank is entitled to transmit, in accordance with the legal provisions in force, information about Complex and unusual transactions, Suspicious transactions and other transactions to the Money Laundering Prevention and Control Department and, as the case may be, other competent authorities, including cross-border.

1.4.5. The Client shall be informed that transactions carried out through the accounts fall under the provisions of the legal and regulatory framework applicable to the prevention and combating of money laundering and terrorist financing, and when performing any suspicious account operation, the Bank is entitled to take all measures required by applicable legislation without being compelled, under any circumstances, to award damages if the measures imposed by applicable legislation would be prejudicial in any way to the Client/other persons.

Confidențial
Atenţie! Se interzice deţinerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!

CHAPTER II. CURRENT ACCOUNTS

II.1. GENERAL PROVISIONS

2.1.1. Prior to establishing a business relationship or performing transactions, the Bank has the obligation to verify the identity of the Client and the Beneficial owner. In addition, the Bank has the obligation to verify and collect the account holder's FATCA information. When the Account Holder/Client does not accept to provide all the information required by the Bank in accordance with the regulatory requirements, the Bank will refuse to enter into the business relationship with the Bank and, implicitly, open the accounts.

2.1.2. The Bank may, without however being obliged to do so, open different types of accounts, according to the Bank's commercial offer at the Client's express request. Accounts shall be opened at the territorial units of the Bank in accordance with internal rules, on the basis of the Client's completion and signing of the Bank's standard forms accompanied by the documents requested by the Bank. The Bank may, without being obliged to do so, also open accounts at the Client's express request, filed via the VB24 Services, or through other electronic channels communicated to the Client (digital onboarding), insofar as they will be applicable, according to the normative regulations.

2.1.3. The Bank may, without being obliged to do so, open accounts in the name of several holders (account holders), which will operate according to the Bank's legal provisions and internal normative acts. In this case, each account holder will be subject to the Bank's internal Know-your-client procedures. An account holder is not considered to be the representative of the other co-owner, as they are subject to individual and severability obligations under the provisions of these GBCs on accounts. Account holders may designate one or more representatives, among themselves or third parties, to manage that account under these GBCs.

2.1.4. The Bank may, without being obliged to do so, open fiduciary accounts and fiduciary seizure accounts, the opening and operation of which will be governed by special contracts against specific fees.

2.1.5. The bank will not open or operate anonymous accounts or under fictitious names for which the identity of the holder is not known and cannot be properly verified.

2.1.6. For assigning resident/non-resident status, the Client may only have one status in the relationship with the Bank.

2.1.7. The bank will allocate to each account a unique identification code (account number and/or IBAN code). The Bank may change the account number/IBAN code if the management of the Bank's IT applications/legal provisions so require, informing the Client under the terms of these GBCs.

2.1.8. Parties to the bank account report shall be subject to the laws and regulations of the Republic of Moldova, the applicable international regulations, and banking practices.

2.1.9. Client acceptance of these GBCs, the specific account conditions for which the Client has opted, and the signing of the Bank's standard forms represents the contract between the Bank and the Client governing the relationship between them regarding the bank account.

II.2. RIGHTS AND OBLIGATIONS

2.2.1. Client's rights:

a) The Client has the right to dispose of the amounts in the account through any payment transaction in accordance with the law and the Bank practice, including by depositing or withdrawing cash from the Bank's Counter. For cash withdrawals in excess of MDL 200,000 or equivalent, the Bank reserves the right to release cash within 48 hours of the request.

b) The Client has the right to receive interest on the account balance according to the Bank's Tariff List.

c) The Client has the right to receive from the Bank the Account Statement highlighting the performed operations.

d) The Client has the right to request and to receive, under the terms and conditions established by the Bank, bank products and services attached to the account.

e) Based on the Account Statement, the Client has the right to challenge the operations reflected in the Statement if he/she finds errors in registration or calculation, omissions or duplicate registrations, unauthorized or incorrectly executed payment operations that may give rise to disputes as soon as the Client finds out (but no later than 30 days from the date of the Issuance of the Account Statement) and

Confidențial
Atenție! Se interzice deținerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!

no later than 13 months after the date of debiting the account - if the Bank did not provide the Account Statement.

f) The Client has the right to request the unilateral closing of the Account by paying to the Bank all the amounts owed to it, including the applicable fees according to the Tariff List in force. The Client may request the closing of the account at the Bank's counters or through the alternative channels made available to the Client, insofar as they are applicable.

g) The Client has also other rights provided for in these GBCs as well as in specific agreements/conventions.

2.2.2. Client's Obligations and Statements:

a) The Client is bound to comply with these GBCs as well as other specific agreements/conventions entered into with the Bank.

b) The Client is obliged to use the accounts opened with the Bank for performing payment transactions using the Bank's standard forms only. These must be correctly completed and reflect actual operations, the responsibility for this lying with the Client.

c) The Client must correctly and timely provide the Bank with all the acts, data, information and Supporting documents that it will require whenever it deems necessary for the opening of each Account, Product or Service provided and for the purpose of verifying the legality of transactions on accounts and the Beneficial owner, including the Client, is obliged to update, on his/her own initiative and/or at the request of the Bank, information, acts and/or documents previously presented/submitted to the Bank (including through electronic channels - KYC online). In case the Clients' representatives present to the Bank a proxy/power of attorney, in order to open the Accounts in the name of the Client, they must submit to the Bank the documents and information in the requested form, both for themselves and for the Account Holder. Non-resident Clients may be required to submit specific documents in accordance with the applicable rules.

d) The Client is required to notify the Bank in the event of any change in the information provided to the Bank (for example, regarding Client and/or representative identification data, revocation of the proxy/power of attorney, change of correspondence data, etc.) and to replace the documents initially submitted within 5 working days of the date of the change. Until the Bank receives information on such changes from the Client, the Bank shall be entitled to consider the information and identification data in its possession as valid. The Bank cannot be held liable for any damages caused as a result of the failure by the Client to timely and safely notify it about the changes/additions that occurred or if they were communicated to the Bank by the Client without being followed by supporting documents.

e) The Client is bound to observe the Bank's work program with the public as it is displayed in its units.

f) The Client is obliged to pay in due time the commissions, the fees and the bank interest related to the operations performed and the products held, according to the Bank's List of fees and commissions in force at the time of the payment transaction.

g) The Client is required to regularly check the account, by any means made available by the Bank, including by analyzing the Account Statement.

h) The Client is required to promptly inform the Bank of any payment instruments and any personalized security elements lost, stolen, destroyed, compromised or canceled so that it takes the necessary steps to render the subsequent use of such Payment Instruments impossible.

i) The Client mandates the Bank to debit any Client's account opened at the Bank (including deposit accounts that have not reached maturity) with amounts representing the Client's Pecuniary obligations to the Bank, unfulfilled or improperly fulfilled (interests, commissions, fees, charges, default interests, fines, Unasecured overdraft or other Pecuniary obligations, unfulfilled or improperly fulfilled by the Client, including pecuniary obligations arising from loan agreements concluded with the Bank). The mandate granted to the Bank under these GBCs also cover the Bank's powers to debit the Client's foreign currency accounts, through foreign exchange operations, at the Bank's commercial exchange rate, as well as the powers to debit any accounts of the Client, regardless of the account to which the corresponding Pecuniary obligation eventually is assigned.

j) The Client is required to submit to the Bank the documents requested in original, legalized copy or in any other form requested by the Bank.

Confidențial
Atenţie! Se interzice deţinerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!

k) The Client understands that in the event of changes in the circumstances underlying the relationship with the Bank, independent from the Bank's will, the execution of his/her obligations towards the Bank may imply more expenses due to the increase in the costs of their execution.

l) The Client has the obligation not to dispose, not to transfer, to repay and to notify the Bank immediately of any amounts wrongly credited to his/her accounts, the Bank being mandated by the Client in advance and expressly through these GBCs to debit any erroneously credited amount in the Client's account without prior notice and without any other prior formalities. In case of insufficient means on the account for debiting the erroneously credited amount, the Client is obliged to supply the account with the amount necessary for debiting or to ensure the repayment of the erroneously credited amount by any other possible means.

m) The Client also has other obligations and responsibilities deriving from the laws and normative acts, these GBCs and/or from the specific agreements/conventions entered into with the Bank.

2.2.3. Bank's rights:

a) The Bank has the right to ask the Client to provide/update information, acts, Supporting documents necessary to initiate/carry out/terminate business relationships and/or to perform Payment transactions, as well as to establish the time limits and the form in which the relevant information and documents must be provided, including to establish additional requirements for the provision of Supporting documents in addition to those provided for in the Applicable Legislation.

b) The Bank has the right to refuse to open accounts and/or perform operations ordered by the Client/Representative and is entitled to unilaterally terminate the business relationship with the Client in the cases provided for in these GBCs, as well as has the right to terminate business relationship in cases where the Client cancels or limits in any form the mandate given to the Bank through para. 2.2.2. letter i) of these GBCs.

c) The Bank has the right: (i) not to perform or to suspend the performance of a Payment operation/Transaction, (ii) to return funds to the payer's bank, (iii) to block the use of Payment instruments, (iv) to close Accounts, (v) to refuse to open Accounts and/or (vi) to terminate business relationship in cases where, without limitation: the Client does not provide, provides incompletely or refuses to provide the requested documents and information to the Bank (including in the case of failure to update the documents and information, whenever necessary); The Client makes false statements or if the Bank has suspicions regarding the veracity of the submitted documents or statements made by the Client; the Client violates the obligations undertaken under these GBCs or Specific agreements; in cases where the ordered Payment operation contradicts the Applicable legislation; as well as in cases of fraud or in cases where it is impossible to comply with the requirements of legislation on preventing and combating money laundering and terrorism financing, including precautionary measures concerning the clients, as well as in other cases specified in these GBCs or Applicable legislation. The Client fully bears all the consequences that may arise as a result of such a decision of the Bank, based on the circumstances described in this paragraph. In cases provided for in these GBCs and/or Applicable legislation, the Bank has the right not to explain to the Client the reasons for its decision.

d) The Bank is entitled to introduce new bank commissions, charges, interests and fees, and to modify the current bank commissions, charges, interests and fees related to transactions and operations through accounts, by providing a prior notice to the Client in accordance with para. 1.1.13. of these GBCs.

e) The Bank has the right to review the products / services provided to clients, if they do not correspond to the client's profile;

f) The Bank is entitled to calculate and charge the bank interests, commissions and fees, default interests and penalties in the amount and term set forth in the Bank's List of fees and commissions and/or according to Specific agreements without the need for prior notice or additional notification.

g) The Bank has the right to block the performance of Client's Account debit transactions at any time in case of failure to perform or improper performace by the Client of any Pecuniary obligations, including Pecuniary obligations undertaken under credit agreements concluded with the Bank, without the need for prior notice or notification, with the right to keep blocking Accounts until due performance of the said obligations.

Confidențial
Atenție! Se interzice deținerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!

h) The Bank has the right to debit any Client's Accounts with amounts representing interests, commissions, fees, charges, default interests, penalties, Unsecured overdraft or other Pecuniary obligations not performed or improperly performed by the Client, including pecuniary obligations arising from loan agreements concluded with the Bank, acting on the basis of the mandate given to the Bank by the Client (para. 2.2.2. letter i) of these GBCs). The mandate granted to the Bank by the Client under these GBCs will be implemented by the Bank without prior notice or notification, unless otherwise provided in Specific agreements. In case of debiting, under the mandate, the deposit accounts that have not reached maturity, the Bank (i) will partially debit the deposit account with the amount representing a Pecuniary obligation, with the deposit retained – if this amount falls within the limits of the partial withdrawal allowed to the Client under the deposit agreement or (ii) will terminate the deposit agreement, applying the contractual provisions on the recalculation of interest, and will transfer the remaining amount to the current deposit account, in order to receive payment under the Pecuniary obligation pursued by the Bank – if this amount exceeds the limits of partial withdrawals permitted under the deposit agreement, or if they are not stipulated, as well as in cases where this amount exceeds the amount of the deposit.

i) The Bank is entitled to perform funds transfer operations on the Client's account and to seize accounts without instructions or approval from the Client and without prior notice or subsequent notice in cases where such operations are imposed to the Bank by court orders, arbitral proceedings decisions, incasso orders and other enforceable titles provided for by the legislation in force, as well as at the request of the public authorities/persons invested by law with such competencies.

j) The Bank is entitled to outsource its services under the terms of normative acts and internal regulations, without thereby affecting the relationship with the Client.

k) In the event that Clients served on preferential terms, for any reason, lose their eligibility criteria, the Bank is entitled to transfer these Clients to standard service conditions without any additional disclosure formalities being necessary.

l) The Bank is entitled to establish the work program of its territorial units and/or administrative headquarters and the hours when certain payment transactions can be accepted at its own discretion. It is possible to establish different programs between the territorial units, as well as within one same units (for certain operations), provided the Clients are informed about the work program by a notice displayed in a visible place and on the Bank's Website.

m) The Bank has the right to process Clients' personal data and information, and information that constitutes bank secrecy, in accordance with applicable legislation, internal policies, and these GBCs. At the same time, the Bank reserves the right to verify the authenticity, completeness and veracity of the data (including biometric data) through other sources, in accordance with the law, and the Customer shall be deemed duly informed of such verifications.

n) The Bank has other rights resulting expressly or implicitly from these GBCs and/or from legislative or regulatory acts.

2.2.4. Bank's obligations:

a) The Bank is required to properly execute the payment orders of the Client and/or his/her representative, but only to the extent of the amount available in the account and in compliance with the law, internal rules and national and international banking practices.

b) The Bank has the obligation to notify the Client in the cases and in the ways provided by these GBCs.

c) The Bank is required to provide the Client with the Account Statement in the manner and within the deadlines provided for in these GBCs.

d) The Bank is required to register in the Client's account the money deposited/transferred/credited to this account by the Account Holder or by third parties, according to the normative provisions, to record the funds and to ensure the integrity of the funds and to identify the Clients accounts in its accounting records.

e) The Bank has other obligations under the Law on Payment Services and Banking Activity, National Bank of Moldova Regulations, Guidelines and Policies to which it is a party, obligations expressly or implicitly derived from these GBCs, as well as obligations under specific agreements/conventions concluded with Clients.

Confidențial
Atenție! Se interzice deținerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!

II.3. OPENING OF THE CURRENT ACCOUNT

2.3.1. Upon opening the accounts, the Bank requests documents required for the identification of the Client and/or his/her representative and their signature specimens (in case of opening accounts at the Bank's territorial units), and the Client/Client's representative is required to submit to the Bank all necessary documents, in accordance with the legislation in force and according to the Bank's internal regulations.

2.3.2. In order to open the accounts, the Client/Client's representative is required to fill in and sign all account opening documents required by the Bank.

2.3.3. The Bank may refuse to initiate or continue the business relationship if:

a) it cannot identify the Client or his/her representative on the basis of the submitted documents;

b) it cannot identify the Beneficial owner (if any);

c) The Client declares that he / she will perform or performs transactions related to gambling, virtual currency, casinos (internet-casinos), raffles, lotteries, video chat services, transactions involving goods, commodities, services included in the list of international sanctions, according to data obtained from official sources

d) it does not obtain complete information about the purpose and nature of the business relationship;

e) the Client/Client's representative fails to provide the Bank with the documents required in accordance with legal requirements and internal regulations;

f) The Client/Client's representative provides false, insufficient, erroneous or incomplete information, raises doubts as to the accuracy of the statements or documents provided, may present image risk to the Bank, refuses to provide full or partial information in the form requested by the Bank, in accordance with its internal regulations;

g) The Bank holds information about the Client as included in the international sanctions list or other similar lists, according to data obtained from official sources, or is involved in fraudulent activities/operations or bank frauds in relations with other financial institutions or is reported by various public/private institutions as raising criminal concerns, which simply by association with the Bank's name create a negative image of it.

In the cases provided above, when it is not possible for the Bank to comply with the provisions of Applicable legislation on preventing and combating money laundering and terrorism financing, including when it is not possible to observe the precautionary measures concerning the clients, or the FATCA requirements, the Bank may decide to refuse initiating a business relationship or, as the case may be, to terminate the business relationship, having the right not to explain to the Client the reasons for its decision.

2.3.4. The Client may appoint, based on a document complying with the legal requirements, one or more representatives (natural persons) entitled to perform operations with the account and is required to disclose the provisions of these GBCs. To be accepted by the Bank, representatives must be identified under the same conditions as the Client.

2.3.5. The proxy or power of attorney from which the rights of the representative arise must be authenticated by a notary or as otherwise prescribed by law for documents equivalent to authenticated notarial deeds. The Bank may accept a proxy/power of attorney issued without notary notification, only provided that the Client personally visits the Bank's units for the issue of the power of attorney using the Bank's forms. At the request of the Bank, the proxy or power of attorney drawn up in a language other than the Romanian language must be translated accordingly.

2.3.6. The Client's representatives may perform any transactions permitted by the Bank to the account holder, within the limits of these GBCs and the proxy (power of attorney) received from the Account Holder. In the case of appointing several representatives in respect of the same legal act, any representative may conclude the act himself/herself, unless otherwise provided by the proxy/power of attorney.

2.3.7. The the representative will be able to close the account only if the account holder has expressly granted this right. The proxy/power of attorney formulated in general terms only empowers the representative to sign administration and conservation deeds, while the power to conclude other special deeds (e.g. to receive the funds from the account, close the account, terminate the contract) must be formulated by an express clause.

Confidențial
Atenție! Se interzice deținerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!

2.3.8. The Client assumes full responsibility for the performance of operations by the representative, the Bank verifying the identity of the representative, within the limits of his/her proxy and the signature specimen.

2.3.9. Any proxy/power of attorney ceases: upon the death of the account holder/representative, his/her declaration as a missing person or institution of a judicial protection measure, if the law does not provide otherwise at the end of the term of validity or the fulfillment of the condition, the revocation of the proxy/power of attorney by the Client or the renunciation of the representative. The Bank shall not be liable for any of the consequences that may result from legal acts entered into by the representative on behalf of the Deceased Client as long as the Bank is not informed of the death of the Client by submitting the original of the Death Certificate issued in the manner prescribed by law, so that these acts will produce effects for the Client and his successors. The Bank shall not be liable for any consequence which may result from legal acts concluded by a representative who has lost that quality on the grounds set out in this paragraph as long as the Bank is not duly informed of the termination of the powers, the legal acts thus concluded being opposable to the Client.

2.3.10. In the event of a dispute concerning the persons authorized to perform operations on the Client's account, the Bank is entitled to suspend the operations on the Client's account until a clear instruction on the settlement of dispute between the empowered persons has been received from the Client.

II.4. OPERATIONS ON THE ACCOUNTS. PAYMENT OPERATIONS

2.4.1. The Client is entitles to dispose of the amounts on the account only based on payment instructions authorized by the Client.

2.4.2. The payment operation is deemed authorized if the Client has expressed his/her consent in one of the following ways:

a) by handwritten signature of the Client on the form issued by the Bank - for paper payment orders;

b) by electronic signature;

c) through the proxy given to the Bank by signing the specific agreement by the Client in the case of direct debit transactions or by applying the signature of the special form - in the case of scheduled payments;

d) by performing specific actions aimed at sending payment orders to the Bank for the operations performed through the VB24 Services: login and password, activation of confirmation codes and verification passwords, selection of operation confirmation button, entering the one-time password received via SMS from the bank or the like, according to the technological developments of the VB24 Services to which the Client has subscribed.

2.4.3. The Bank will execute a payment order authorized by the Client only if:

a) the payment order has been executed on the standard form/printed or approved by the Bank (including by using any electronic means), is legible, correct and completed according to the law and with all information provided in the standard form and contains no corrections or erasures, and is signed by the Client/Representative in full compliance with the signature specimens kept by the Bank or is signed by electronic signature ;

b) the transaction complies with applicable legislation;

c) there are sufficient funds in the account both for the full execution of the payment order and for the payment of the commissions related to the payment according to the List of fees and commissions in force;

d) All the documents requested, including, where applicable, Supporting documents were presented to the Bank.

e) no suspensions/seizures are applied to account operations;

f) there are no reasons in terms of the source, content, signature, consent to the payment order that may raise suspicions of its authenticity.

2.4.4. If several authorized payment instructions are given by the Client, the total amount of which (including associated commissions) exceeds the Client's available account balance, the Bank shall carry out such instructions in the order of their receipt by the Bank and within the available account balance.

Confidențial
Atenţie! Se interzice deţinerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!

2.4.5. The Bank is responsible for failure to execute or improper execution of payment orders, as well as for unauthorized payment transactions, except as provided by law and these GBCs. If the Bank is liable for failure to execute or improper execution of payment orders, it will reimburse/restore the account of the Client-payer with the amount of improper payment transaction or, as the case may be, will provide/credit the account of the Client-payee with the amount of payment transaction. If the Client has the right, according to the law and these GBCs, to obtain rectification of unauthorized payment transactions, the Bank will reimburse/restore the account of the Client with the amount of unauthorized payment transaction The Bank shall not be liable for the non-execution or improper execution of the payment transaction, if the Client provides inaccurate bank details of the payment beneficiary, including his/her unique identification code or surname. The Bank is under no obligation to verify the unique identification code, surname of the account holder indicated as the beneficiary by the Client in the payment order, or the account number, by executing the payment to the account specified in the payment order, according to the instructions of the Client.

2.4.6. Payment orders sent to the Bank will be executed from the Client's account and at the Client's risk; the Client will bear the consequences resulting from misunderstandings or errors, unless the Bank is held liable according to the law. In case of interbank foreign exchange transfers, the Bank reserves the right to make the ordered transfers by the Client through its corresponding banks, being mandated in this respect by the Client-authorizer to determine the corresponding bank. At the same time, the Bank is not responsible for the commissions deducted from the payment amount, even if the condition stipulated in the foreign exchange payment order is "OUR" (the commissions of all banks involved in the payment settlement circuit are borne by the authorizing officer). The bank is also not liable for any investigations from third party banks or the beneficiary's bank, which result in additional fees charged by them.

2.4.6.1 The Bank is subject to the provisions of local and international legislation on the implementation of international restrictive measures; in this regard, the Bank reserves the right not to process transactions to/from entities on international sanctions lists. In the event that there may be potential risks of blocking of funds on the settlement circuits, notified by the Bank to the Client, the transaction can be carried out only by assuming the risk by the Client. In the case of transactions that may be related to entities/countries on the International Sanctions Lists, the Client is obliged to submit, at the Bank's request, supporting documents clarifying the purpose and nature of such transactions. The paying customer may not withdraw consent to a payment transaction after the payment order has been received and accepted by the Bank.2.4.7. The Client instructing the payment cannot withdraw his/her consent to a payment transaction after the payment order has been received and accepted by the Bank.

2.4.8. By way of derogation from para. 2.4.6, the payment orders can be revoked only if the Bank and the Client agree so with the payment beneficiary, if such approval is necessary, as well as if the parties agreed on execution of the payment order on a particular day or at the end of a particular period or on the day when the Client makes available funds to the Bank, provided that the revocation is communicated not later than at the end of the business day preceding the day agreed for account debiting (e.g. direct debit, scheduled payments etc.). For this service the Bank may charge a revocation fee, according to the List of fees and commissions. Any such cancellation/change must be requested in writing by the Client and must clearly indicate the instruction that is to be cancelled or modified and the reason for the request.

2.4.9. The Bank cannot guarantee the successful revocation of a payment order if:

a) the payment instruction has already been sent to the beneficiary's Bank, in case of inter-bank payment operations.

b) the amount of the transaction has already been credited to the beneficiary's account, in case of intra-bank payment transactions; in such case, the revocation will be possible only with the beneficiary's consent.

2.4.10. The bank reserves the right not to initiate transfers for the transactions related to gambling activities, the acquisition of pornographic products/services (including video chat or other related services), acquisitions of weapons/ammunition without fulfilling the applicable legal provisions, transactions with virtual currencies, if potential risks are identified or if there are specific requirements imposed by the financial institutions involved in the clearing process.

2.4.11.Once the payment operation authorized by the client has been executed by the Bank, and the amount is debited from the Client's account, the Bank shall immediately provide the Client with a reference enabling the Client to identify each payment operation, the payment beneficiary (if applicable), the value and currency of the payment operation, the cost of the payment operation, as well as the applied exchange rate (if applicable) and the account debiting value date.

Confidențial
Atenţie! Se interzice deţinerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!

2.4.12. The Bank may use communications, settlement or payment systems or the services of a third party for the execution of the ordered payment operations, without additional fees and commissions for the Client, except for the ones communicated by the Bank and agreed by the Client prior to the transaction, or, if the fees and commissions cannot be anticipated by the Bank in terms of existence and/or amount thereof.

2.4.13. The time when the payment order is received is the time when the payment order, directly transmitted by the client/Client's representative, is received by the Bank. Should the payment order be received on a non-banking day, the payment order is considered received on the following working day. In view of this, the Client understands and agrees that the Bank cannot be held liable for any potential loss or loss of income which the Client may incur as a result of the initiation of the payment order on a non-banking day or over the time limit set by the Bank for the acceptance of payment orders.

2.4.14.The Bank establishes a cut-off time displayed in its offices and on the Bank's website, and / or through the VB 24 application after which any payment order is considered received on the next working day. At the same time, the Bank may process NON-Stop Operations through the remote service system. The typology of transactions and the operational limits for NON-Stop Operations will be communicated to the Client through public information, displayed on the Bank's Website, on the VB24 Service page / application or at the bank's counters.

2.4.15.If the **Client is a Payer**, the Bank will ensure that, upon receipt of the Payment order, the amount of the Payment Operation is credited to the payment service provider of the Payment Beneficiary no later than the end of the next Banking Day. If the Client is the Beneficiary of the Payment, the Bank will ensure that the amount of the Payment Operation is made available to the Client immediately after this amount has been credited to the Bank's account. At the same time, the Bank will execute the international credit transfer, at the latest on the working day following its receipt, in case it is necessary to verify the transfer data, there are insignificant errors or it was received by the bank after the cut-off (settlement deadline) with the corresponding banks.

2.4.16. If the amount sent to the Client by a credit transfer is expressed in a convertible currency other than the currency of the current account indicated in the respective credit transfer, the Bank is entitled to credit by conversion the amount in the indicated current account, applying the commercial exchange rate of the Bank applied at the time of conversion.

2.4.17. In accordance with the Bank's List of fees and commissions, the execution of payment orders may be subject to payment of a commission, in which case the amount subject to the payment transaction will be executed with deduction of those commissions.

2.4.18. The Bank will execute the Payment Orders on a regular basis, according to its customs. At the Client's request, the Bank may execute the Payment Order urgently or on a certain date, with the collection of the related commissions from the Client's account. The provisions of para. 2.4.3 apply accordingly in the case of urgent Payment Orders or at a certain date (scheduled transfer).

2.4.19. In situations where: there are suspicions about the legality of the payment transaction or when the provisions of the payment order are considered fraudulent or potentially fraudulent, as well as in cases where the Client refuses to submit or does not submit/update the documents requested by the Bank, including Supporting documents, and/or it is impossible for the Bank to comply with requirements of the Applicable legislation for preventing and combating money laundering and the terrorism financing, including to comply with requirements for precautionary measures in respect of clients or with FATCA requirements, the Bank may (i) suspend the execution of payment transaction for an indefinite period until the Bank's requirements are met (including by not crediting the Client's Account with the payment transaction amount), (ii) refuse to execute the payment transaction and, as the case may be, return the funds to the payer, (iii) and/or terminate business relationships with the Client, having the right not to provide the Client with any explanations regarding its decision.

2.4.20. The Client is obliged to provide the Bank with Supporting documents for Payment transactions, the execution of which, according to Applicable legislation, is subject to the provision of relevant documents. Supporting documents must be provided at the time of Payment transaction execution, except as otherwise provided in this paragraph. If the Client provides the Bank with photocopies of Supporting documents, it is necessary to confirm the authenticity of the submitted documents by means of Client's signature (handwritten or qualified advanced electronic signature). If there are documents that amend/supplement the Supporting documents, the Client is also obliged to provide the Bank with relevant documents. Supporting Documents must be submitted according to the provisions of the Applicable legislation. If the Payment transaction is performed through an ATM, through electronic, digital or information communication

Confidențial
Atenţie! Se interzice deţinerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!

devices, including through cash-in terminals or using Payment instruments, and if, depending on the specificity of the Payment Instrument used or the method of its use, at the time of the Payment transaction it is impossible to provide the Bank with relevant Supporting documents, these documents will be provided upon the Bank's first request. For the avoidance of doubt, the provisions of this paragraph will not affect the Bank's right to require the submission of any documents deemed necessary for the Bank to comply with requirements of the law on preventing and combating money laundering and terrorism financing.

2.4.21. If the Client's Accounts are mistakenly credited with any amounts, the Client shall immediately notify the Bank and shall not be entitled to withdraw, transfer or dispose such amounts in any way, and is also obliged to immediately and fully reimburse the erroneously credited amounts to the Bank and, as the case may be, to indemnify the Bank for any loss suffered as a result thereof. The Bank has the right to debit Client's Accounts with amounts incorrectly credited, without prior notice, acting on the basis of the mandate given in this regard by the Client, pursuant to the provisions of para. 2.2.2. letter i) of these GBCs. Such corrections will be reflected in the account statement. In case of insufficient means on the account for debiting the erroneously credited amount, the Client is obliged to supply the account with the amount necessary for debiting or to ensure the repayment of the erroneously credited amount by any other possible means.

2.4.22. The Bank shall not be liable for any loss or damage of any kind, directly or indirectly incurred by the Client as a result of the Bank's execution of an instruction, which subsequently proves to be transmitted by a person who does not have such capacity/right, if the Bank proves having been diligent, but the lack of capacity/right/identity of the person sending the instructions could not have been established.

2.4.23. The Bank is subject to the rules established by the current legislation concerning the international money-laundering sanctions. In this respect, the Bank reserves the right not to process transactions from/to entities/persons included in international sanctions lists. If the settlement circuits impose other potential fund blocking risks notified to the Client by the Bank, the transaction may be performed only by assuming the Client assuming the risk.

II.5. SCHEDULED TRANSFERS. DIRECT DEBIT

2.5.1. The credit transfer may be executed by the Bank at scheduled dates and in fixed amounts in the name and on behalf of the Client in accordance with the mandate given to the Bank by the Client based on a special form.

2.5.2. If, by mutual agreement with the bank, the Client agrees that the payment order be executed on a particular day (future credit transfer) or at the end of a certain period (scheduled credit transfer), or on the day on which the client credits the account, the time of receipt is considered the agreed day. If the agreed day is not a banking day, the payment order is considered received on the following working day.

2.5.3. The special form signed by the Client for future or scheduled credit transfers is an express mandate given to the Bank to debit, on the agreed date, the respective Client's accounts with a determined or determinable amount in favor of identified beneficiaries.

2.5.4. When the Client instructs the Bank to debit its accounts in favor of recipients with unlimited amounts of money (e.g. according to the invoices submitted by the beneficiary), the parties may agree on maximum amounts that can be debited by the Bank under that mandate. To avoid any doubt, the mandate given to the Bank for debiting indefinite amounts at the time of signing the special form cannot be used as a basis for repayment of funds for future/scheduled credit transfers in unexpectedly large amounts.

2.5.5. If a maximum amount has been established and the payment required to be made exceeds this amount, the Bank will execute the credit transfer only if the beneficiary of payment accepts the partial execution of the obligation, otherwise the Bank will not execute the payment order, without being held responsible in any way for this.

2.5.6. Payment transactions executed within future/scheduled credit transfers cannot be revoked by the Client except in strict accordance with the law.

2.5.7. The Client is fully responsible for the correctness and accuracy of the information provided in the special form for future/scheduled credit transfers.

2.5.8. The Bank will execute future/scheduled credit transfers within the limits of the available funds in the account in accordance with the order (priority) specified by the Client if several Beneficiaries are included.

Confidențial
Atenție! Se interzice deținerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!

2.5.9. The accounts of the Client are debited on the agreed day and the funds will be available to the beneficiary's service provider on the following business day.

2.5.10. The mandate granted to the Bank for the execution of future/scheduled credit transfers may cease upon the expiration of the term for which it was given, by closing the account (including at the Bank's initiative under the terms of these GBC), or by unilateral termination by the Client. Unilateral termination by the Client may take place by written notice given to the Bank at the latest on the business day preceding that agreed for the credit transfer.

2.5.11. The Bank will charge commissions for the execution of future/scheduled credit transfers, in accordance with the Tariffs in force.

2.5.12. A payment order may be initiated by the beneficiary of the Payment based on the consent given by the Client to the beneficiary, the Beneficiary's payment service provider or the Bank (direct debit).

2.5.13. Direct debit can only take place on the basis of a specific agreement concluded by the Client, the Bank and the payee, and for a commission charged by the Bank in accordance with the Tariffs in force.

II.6. ACCOUNTS HELD BY MINORS

2.6.1. Initiation of the business relationship, opening and management of the accounts, execution of payment transactions and closing of accounts is performed by the parent of the minor under the age of 14, or another legal representative, under the law.

2.6.2. The initiation of the business relationship, the opening and administration of the accounts, the execution of the payment transactions and their closure shall be performed by minors who have reached the age of 14 - holders of the respective accounts, provided that these deeds were approved by the parent of the minor or his/her legal representative, under the law.

2.6.3. Unless otherwise provided by the law, the family council or, in its absence, the guardianship authority may decide to deposit a certain amount of money belonging to the minor who does not have full capacity in a special account of the child, from which the minor will only be able to make withdrawals with the permission of the family council or, in its absence, the guardianship authority. In this case, the Bank cannot be held accountable for the accepted and executed payment orders, as long as the Bank has not been properly notified of the establishment of the special regime on the account of the minor.

2.6.4. The Bank is entitled to request additional Supporting documents to ensure that the payment transaction is performed in accordance with legal and regulatory requirements.

II.7. SUCCESSION

2.7.1. The Bank shall be deemed to be notified of the Client's death on the date of submission of the original Death Certificate or authorized copy thereof.

2.7.2. The Bank is not liable for any payment transactions authorized by the Deceased Client's representatives made before the day of the Bank's notification about the Client's death.

2.7.3. The accounts of the diseased client, except for deposit accounts and current accounts for deposits, will be closed by the Bank from the date of submission of the Death Certificate and their funds available on such accounts will be transferred to a non-interest-bearing technical account.

2.7.4. The heirs' claims regarding the deceased's money deposits with the Bank may be submitted at any time after the Certificate of Succession has been issued.

2.7.5. The Bank's obligations towards the Deceased Client and his/her receivables from the Bank are indivisible, including among the successors. The indivisibility of the receivable between the successors has the effect of each successor's right to demand the full execution of the benefit (within the limit of the succession share) and the opposability to all successors of the effects of the legal acts concluded by a successor for the possession of the succession quota. From the perspective of the Bank, the effects of the indivisibility of the obligation arise in the possibility to release itself from the obligation either by executing it to a successor or by recording it.

2.7.6. Only the patrimonial receivables of the Client from the Bank can be transmitted by succession. The capacity of the Bank's client, the prerogatives and the facilities closely related to the deceased person are not transmitted by succession.

Confidențial
Atenţie! Se interzice deţinerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!

2.7.7. Client's successors are jointly liable to the Bank for the obligations of the deceased.

2.7.8. **Inheritance of deposits:**

a) Depositor's death does not entail the automatic closure of the deposit account and the current account linked to the deposit, nor the termination of the bank deposit agreement. Where there are several successors, the deposit agreement shall continue under the conditions agreed with the deceased depositor only when all successors agree not to withdraw the succession share until the term of the deposit agreement has expired, except as provided in subparagraph c) of this paragraph.

b) The status of depositor, the right to automatic renewal of the deposit and the right to make additional deposits is not transferred by succession.

c) The right to partial withdrawals from the deposit is transferred by succession if the depositor had this right under the deposit agreement. Where there are several successors, the partial withdrawal requests must fall within the limit laid down in the deposit agreement and within the limit of the share held by the successor; otherwise the provisions of subparagraph e) of this paragraph shall apply. As a result of the indivisibility of the obligation, the Bank may accept partial withdrawals within the maximum limit set by the deposit agreement and the share of the successor concerned, without taking into account the shares of the other co-successors, subsequent claims of co-successors to be considered as an intention to withdraw above the admitted limits, and, respectively, the provision of subparagraph e) of this paragraph shall apply.

d) If the successors request the partial or total withdrawal of the interest on the deposit only, with the intention to keep the deposited capital, the deposit agreement shall be terminated, except where there is a sole successor.

e) If one of the successors submits the Certificate of Succession and requests the release of funds from the deposit and/or the related interest, according to the share held by him/her, or when the successor requests the release of the funds on behalf of the deposit in excess of the partial withdrawal limits stipulated in the agreement, the Bank will terminate the deposit agreement and release the funds that are due to the successor, while the remaining amount shall be recorded for the other successors on a non-interest-bearing technical account. In such cases, the effects of the recalculation of interest due to the expected settlement of the deposit agreement will be opposable to all successors, given the indivisibility of the obligation.

f) The Bank has no obligation to notify the co-successors about the legal deeds made by some of the successors or about the termination of the deposit agreement.

II.8. BLOCKING OF FUNDS AND UNDISPUTABLE DEBITING

2.8.1. The Bank is entitled, without the prior consent of the Client, to make unauthorized use of its accounts, regardless of their type, by blocking, suspending or seizing the accounts, in cases expressly provided by law, on the basis of an enforceable title as established by the law.

2.8.2. The Bank is entitled to withhold and to pay to third parties amounts owed to third parties, from the credit balances on the Client's accounts resulting after the settlement of the client's payment obligations towards the Bank, regardless of their type, without the Client's prior consent or notification, in the cases expressly provided by the law, based on a final judgment or on any other enforceable title according to the law. If these amounts require certain FX operations, the Bank shall perform the required FX operation, at the Bank's commercial rate.

2.8.3. The Bank shall have the right, without prior consent from or notification of the Client, to terminate before term deposits created by the Client and to debit the amounts due, if legal preservation/precautionary or enforcement measures have been imposed. The deposit closed in such cases will be subject to the provisions of Chapter III of these GBCs as well as those of the deposit agreement.

2.8.4. No liability may be imputed to the Bank for the unavailability of the Client's accounts and/or the debiting thereof in favor of third parties entitled under the law.

II.9. ACCOUNT STATEMENT

2.9.1. The Bank shall inform the client about the amounts on the account and the transactions performed within a certain period of time by means of an account statement. The account statement may serve as a valid proof in any legal or other proceeding between the parties, regarding the operations reflected therein, provided

Confidențial
Atenție! Se interzice deținerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!

that neither the Client nor the Bank has signaled any error in it, in accordance with the provisions of the successive articles.

2.9.2. Once a month, the bank provides the Client with free of charge monthly account statements on hard copy at the Bank's premises, and electronically through VB24Services or by sending it to the Client's e-mail address if so agreed between the Parties. The statement of account will explicitly reflect all the operations performed on the related account as well as the interest and fees charged by the Bank. For the issuance of several account statements during one month, the Bank may request an account statement fee.

2.9.3. Any error in the Content of the Account Statement will be notified to the Bank as soon as the Client has become aware of the content of the Account Statement, but not later than 30 days, otherwise it is assumed that the Client has accepted the Content of the Statement.

2.9.4. If the Bank itself does identify an error in one of the documents handed over to the Client, the Bank shall rectify it and will notify the Client in this regard, except as provided in these GBCs.

2.9.5. The Bank shall correct a payment transaction carried out incorrectly or in an unauthorized manner, only if the client notifies such error as soon as it becomes aware of it (but within 30 days of the date of issue of the Statement of Account) and no more than 13 months after the date of debiting the account - if the Bank did not provide the Account Statement.

2.9.6. The parties agree that the Bank has the right to include in the Account Statement any communication/request by the Bank to the Client, including commercial offers and/or advertising materials.

2.9.7. The account statement can be accessed by the Client via the VB24 Services.

II.10. ACCOUNT CLOSING. TERMINATION OF BUSINESS RELATIONSHIP

2.10.1. The Client may initiate the termination of the business relationship (termination of the framework contract) by written request addressed to the Bank, subject to a 15-day (fifteen) day notice, if there are no restrictive legal or contractual provisions regarding the closure of the account / accounts held, and only after payment by the Client of all the amounts he / she owes to the Bank (related to this account) including fees for closing accounts and, if applicable, after termination of the provision of banking products/services attached to the relevant Account. The request addressed to the Bank can be submitted to the Territorial Units / through the VB24 application, the Client having the obligation to complete and sign all the Contractual Forms requested by the Bank in this respect. The Bank reserves the right to accept the Client's request until the expiration of the notice period. The notice period does not apply if the Bank breaches or improperly fulfills its obligations.

2.10.1.1 Closing only one account / product / service, including inactive accounts, does not amount to a termination of the business relationship. The current / card account can only be closed if at the date of the closing request there are no ongoing products and / or services offered by the Bank that require the current / card account to be kept open. The account cannot be closed at the Client's request if suspension or sequestration measures are applied on it according to the applicable Legislation.

2.10.2. The termination of business relationship may occur:

a) By mutual consent of the Bank and the Client, with immediate effect; or

b) At the request of the Client, para. 2.10.1. with similar application; or

c) Through unilateral termination by the Bank, n the event that:

1. The Client fails to provide the Bank with the documents requested by the Bank for the Bank to familiarize itself with the Client and the Beneficial owner and/or to comply and align with provisions of the legislation on preventing and combating money laundering and terrorism financing, as well as with other regulatory acts, including with FATCA requirements;

2. The Client refuses or fails to submit, within the term established by the Bank or in a manner satisfactory to the Bank, the Supporting documents and/or any other documents requested by the Bank related to Complex and unusual transactions, Suspicious transactions or in any other situation established by the Bank and communicated to the Client;

3. The client is included in the international sanctions list or other similar lists, according to data obtained from official sources;

4. The Client has caused damages to the Bank, or has provided false information to the Bank or raises suspicions about the reality of what has been declared or the documents provided;

5. The Client has proved to be involved in frauds, money laundering or terrorism financing operations

Atenţie! Se interzice deţinerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!

6. The Client is involved in public scandals, and the relationship with the Bank may damage the latter's reputation (reputation risk);
7. The Client shows an inadequate/inappropriate/violent behavior in relation to the Bank's employees, does not follow the ethics and proper conduct and/or the association/maintenance of the business relationship would affect the Bank's image;
8. The Client is guilty of improper use of Payment instruments;
9. The Client has not performed any account operation for a period longer than 12 consecutive months;
10. Thus, the Bank makes a decision in terms of its own policy, while not obliged to state the reasons for its decision.
11. The Client performs transaction of a type different from the purpose of the account, including for entrepreneurial activity.
12. The client carries out transactions, including activities related to gambling, virtual currency trading, casinos (internet-casinos), raffles, lotteries, etc.

d) In the event of the death of the Client, on the date the Bank becomes aware of it, based on appropriate documents confirming the occurrence of the event. In such case, the Bank will allow the execution of operations with the amounts of the deceased Client only under the conditions provided by the law on inheritance and chapter II.7 of these GBCs. The rules on succession of deposit accounts provided for in these GBCs remain applicable.

e) by a court order, or an executive document/indications on the part of competent authorities.

f) in other cases provided by law or these GBCs.

2.10.3. In the cases referred to in para. 2.10.2. letter c) (9)-(10), the Bank will notify the Client in advance of 2 months, and the termination of business relationships will take effect from the day of notification period expiration.

2.10.4. In any of the cases not referred to in para. 2.10.2. the business relationship will cease without prior notice period, and the Client shall be notified thereof. The provisions of para. 1.4.2, 2.2.3 letter c), 2.3.3. and 2.4.18 of these GBCs regarding the Bank's right not to explain to the Client the reasons for its decision remain valid.

2.10.5. Following the termination of the business relationship, in any of the above situations, the Bank will close all the Client's Accounts and cease the provision of products and services attached to it, will stop accruing interest, while any credit balance of such account is transferred and maintained by the Bank on a special non-interest-bearing account until a potential transfer of the amounts in accordance with the Client's instructions or upon the heirs' request, in accordance with the law. If the account balance is in foreign currency, the Bank will perform the conversion of the amount in lei at the exchange rate applied by the bank at the date and time of account closing. The Bank is not accountable for any damages that the Client may suffer after closing the account, as specified above.

2.10.6. One the Bank has grounds for prior notification of the Client about the termination of the Business Relationship, the Bank will be entitled to suspend/block debit/credit transactions on the Client's Account.

2.10.7. Once the Client receives prior notice of the termination of the Business relationship, the Bank will unilaterally terminate the Specific agreements concluded with him. By way of derogation from any contrary contractual provision, under para. 1.1.6. of these GBCs, the termination of Specific agreements concluded prior to these GBCs, will enter into force on the day of expiry of the period for prior notice of the termination of the Business relationship, in accordance with para. 2.10.3. of these GBCs.

2.10.8. The Client is informed that any of the grounds referred to in para. 2.10.2 (c) of these GBCs represent substantial reasons for terminating the Business relationship, therefore the Bank cannot be held liable for the Client's impossibility to benefit in any other way from making transactions through the Accounts.

CHAPTER III. BANK DEPOSITS

3.1. According to the license issued by the NBM, the Bank accepts and receives from the Clients deposits (bank deposits), in accordance with the commercial offers of the Bank, and on the basis of the deposit agreement.

3.2. The bank deposit agreement shall be signed between the Bank and the Depositary Client, or his/her representative empowered by a power of attorney, authorized by the notary, or otherwise authenticated according to the law.

Confidențial
Atenție! Se interzice deținerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!

3.3. According to the Bank's commercial offer, Clients can open deposit accounts through the VB24 Services by transferring funds from the Client's accounts available to him within the VB24 Services, in the form of an electronic document.

3.3.1. In the event of opening a deposit account through the VB24 Services, the Parties agree to apply signatures and mutually recognize electronic signatures that meet the requirements of the Applicable legislation, including the Parties agree to apply/recognize simple electronic signatures or advanced unqualified electronic signatures that can be used when authorizing a transaction to transfer funds from accounts in order to open bank deposit, using the VB24 Services.

3.3.2. The Parties agree that if a deposit account is opened through the VB24 Services, using a simple electronic signature or an advanced unqualified electronic signature, the electronic document that will reflect the authorization of the deposit opening is equivalent, is similated and has the same effect as the deposit agreements specific on paper, signed by handwritten signature. The Parties agree that electronic documents related to bank deposit accounts opened through the VB24 Services will have probative value in any litigation between the Parties.

3.3.3. The authenticity of electronic signature will be verified and the integrity of electronic document will be confirmed based on the Client's authentication in the VB24 Services, the Client's authorization to transfer funds (for example, by entering the OTP ("One Time Password") or by other means considered safe by the Bank) and due to the opportunity provided to the Client to access detailed information about the type of the deposit opened, in the corresponding menu of the VB24 Services.

3.3.4. The Parties shall bear pecuniary responsibility for any damage caused intentionally or as a result of gross negligence to the other Party, by using false data when making deposits through the VB24 Services, by changing or compromising security or integrity of the computer system associated with circulation of electronic documents or the creation/use of electronic signature, by not ensuring security of data, passwords, information and other security features, etc.

3.3.5. The parties are obliged to ensure the confidentiality of all data, information, acts and documents to which they have access in the process of creating an electronic signature, as well as in creation, circulation and storage of electronic documents.

3.3.6. In these GBCs, references to a "deposit agreement" or "deposit" will also include references to deposits made through the VB24 Services, unless otherwise specified in the context.

3.4. The bank deposit agreement shall contain the following key clauses: the amount of the deposit, the minimum balance, the term of the deposit, the type and level of the interest rate, arrangements for change of the interest rate, the frequency of interest payment, the possibility of making additional deposits and/or partial withdrawals, as well as other specific clauses.

3.4.1. The conditions of the bank deposit agreement (type of deposit, term, interest rate, etc.) can be presented to the Client for selection/configuration, through VB24 Services. The Client's execution of the operation on selecting/configuring the deposit conditions in the VB24 application means that he has accepted the terms and conditions of the deposit, based on the authorization of the funds transfer transaction in order to make a deposit, in accordance with para. 3.3.3. of these GBCs.

3.5. Bank deposits are refunded by the Bank upon expiration of the term stipulated in the Contract, or at the depositor's request (in the case of sight deposits). Regardless of the type of deposit, the Bank will return the deposit to the depositor upon his/her request, subject to the terms of the deposit agreement. At the same time, in case of partial or full cash withdrawals, coming from deposits exceeding 200,000 MDL or their equivalent, the Client will observe a notice period of at least 48 hours before the expected date for cash withdrawal.

3.6. Revenues from interest on deposits are subject to taxation at the source of payment, according to the legislation in force. The bank will deduct income tax from the amount of interest calculated when it is paid. In the event of the deposit being cancelled, the tax deducted from the interest is not refunded.

3.7. When the interest is paid by capitalization, the subsequent interest is calculated on the balance of the deposit, which also includes the amount of the capitalized interest.

3.8. Unless the deposit agreement, including bank deposit accounts opened through VB24 Services, stipulates otherwise, the Bank may unilaterally reduce the interest rate according to the NBM base rate, the inflation rate or the market evolution, based on a prior notice at least 15 days in advance, communicated in the manner provided by the agreement. If the interest rate increases, no prior notice shall be required.

Confidențial
Atenţie! Se interzice deţinerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!

3.9. The funds on the bank deposit account may be used by the depositor only within the limits and under the conditions stipulated in the deposit agreement. Early withdrawal of any deposit amount, beyond the limits allowed by the deposit agreement, shall entail cancellation of the deposit and remuneration of the deposit with interest applied on sight deposits, valid at the time of termination of the deposit agreement, unless the deposit agreement provides otherwise. The amount of the deposit and, if applicable, interest on sight deposits will be transferred to the Current Account or in the account indicated by the Client (if necessary, the account on which the deposit was opened through the VB24 Services).

3.10. The operations related to the establishment of the deposit, additional deposits, withdrawals, including partial deposits, if provided in the contract / deposit conditions, will be performed at the Bank's counters or through the VB24 Service, through the current / card account.

3.11. The levels of commissions charged by the Bank for the operations related to the deposit are presented to the Client in the List of Commissions and Tariffs in force.

3.12. The Client mandates the Bank, in case of cancellation of the deposit before the agreed term of the contract, to deduct from the amount of the deposit the difference formed as a result of the recalculation of the paid interest, according to the provisions of the deposit agreement.

3.13. The Bank may charge fees for operations on deposit accounts in accordance with the List of fares and commissions in force.

3.14. If the deposit expires on a non-banking/public holiday, its maturity is considered to be the following business day, without interest being accrued for the preceding non-working days.

3.15. The interest paid on the current account may be withdrawn from any territorial unit of the Bank, according to the established work schedule. The interest paid on the card account will be available to the depositor on the settlement day agreed between the Parties after 10.00 am (Chisinau time), and if this day is a non-working day, the interest will be available to the depositor after 10.00 am (Chisinau time) on the following working day.

3.16. If by the bank deposit account, the Client instructs the Bank to reconstitute (extend) the deposit for a new term: **(i)** the Bank shall restore (extend) the deposit for the same period and the same type as that expired, or **(ii)** will re-establish it under the conditions of the standard deposit for the closest term if the Bank no longer has such in its commercial offer at the expiry date of the deposit the type of deposit initially contracted by the Client.

CHAPTER IV. BANK CARD

IV.1. DEFINITIONS:

4.1.1. For the purpose of this Chapter, the terms and expressions below shall have the following meanings:

a) **"Card operation authorization"** - the Bank's permission to perform a particular transaction through a bank card (Transactions or related services) consisting of electronic data exchange whereby the Bank receives a request for approval of the operation and, in case of its validation by the Bank, the related services are executed and/or the transaction amount is frozen for a period of up to 30 days.

b) **"ATM" -** An automated machine which provides services of cash supply (at ATMs with cash in function), cash withdrawal to owners/users of cards which are issued or acquired by the bank, depositing funds in card accounts/current accounts with card attached, as well as other related services (transfers of funds, obtaining information on the statement of accounts, etc.) The Bank's ATMs are marked with the Victoriabank logo.

c) **"Card lock" -** a safety or prevention measure that occurs through the Bank's limitation on the use of the Card by the Holder, which results in the impossibility of Transactions in the cases provided for in this Chapter.

d) **"Card" or "bank card"** - electronic payment instrument issued by the Bank at Client's request in the form of a standardized, secured and individualized support that allows the Cardholder to access services through it, e.g. use of funds available on the Card Account held by the Cardholder for the Transactions in accordance with these General Business Conditions.

Confidențial
Atenție! Se interzice deținerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!

e) **"Additional card:** a card issued by the bank attached to the holder's card account/current account and upon the holder's request under the name of a third party appointed by the holder, referred to as the Card user.

f) **"Card Account"** - a distinct account opened by the Bank on behalf of the Client, in which one or more Cards are attached and in which the transactions carried out through this account are reflected, including transactions with the Bank Cards attached to this account. If the Customer closes all Cards attached to the Card Account, then this Account will also be closed.

g) "Current account with card attached" - a bank account opened by the Bank on behalf of the Client, to which a Bank Card is attached, for the purpose of carrying out certain current operations: cash deposits and withdrawals, payments, transfers and receipts of funds, as well as operations via the Bank Card. If the Customer closes the Card attached to the Current Account with attached Card, this Account will be used only for current operations and can be closed only at the Customer's request.

h) **"Retailer/ acquiring bank"** - a legal person that displays the official emblem of an International Organization under the logo of which the card was issued, which accepts cards for the payment of goods or services and/or is able to provide cash upon the use of the card.

i) **"Special exchange rate"** - a foreign exchange rate established and applied by the Bank during the business day for the conversion of the amounts of the Transactions made through the card account, as appropriate. The special exchange rate is the one shown daily at the Bank's offices and on the official website of the Bank.

j) **"CVV", "CVC"** - card verification code, usually used online, consisting of three digits printed on the back of the bank card.

k) **"Cardholder" or "Holder"** – The Client who is the holder of a card issued by the Bank and who owns and holds a card account for individuals, issued by the Bank on his/her behalf, upon his/her request.

l) **"Card user"** - an individual recognized and accepted by the cardholder to possess and use an additional card issued by the bank and attached to the cardholder's card account/current account with card attached. The additional card will be issued in the name of the person recognized and mandated by the holder, upon a card issue application signed by the cardholder or the mandated persons in this regard. The card user can perform the same transactions as the Cardholder within the limits set by the holder and the Bank. The cardholder may request the bank to cancel the additional card issued in the user's name, at any time. The cardholder is liable for all the transactions made with the additional cards issued at its request for the users. The Bank will record the transactions made with Additional Cards issued in the name of Additional Cardholders in the Cardholder's Card/Current Account.

m) **"Interest on unsecured overdraft" -** applies in case of unsecured overdraft, irrespective of the reason (from exchange differences between the authorization date and the settlement date of the transaction, commissions for transactions with cards, out of offline transactions to which the availability of funds in the account is not checked, the balance of the account may become negative for settlement, other debits). The amount of this interest is provided in the Bank's List of fees and commissions.

n) **"Card account statement/ Current account with attached card "** - the list of Transactions that reflects operations recorded on a Card Account/ Current account with attached card in a particular period of time. The account statement contains information about: the transaction reference that allows the individual identification of each transaction, the amount of the transaction in the currency of the account for which the statement was generated, the commissions/fees related to the transactions executed by the client and recorded in the respective account/other fees and commissions related to the account/card/services offered by the Bank, the date of the transaction entry in the account (the date on which the amounts of the transaction's money are withdrawn from the account), as well as the explanations for each individual transaction, if any. The "current account statement with card attached" reflects transactions made via the card as well as those on the current account.

o) **"Card personalized security features"** - include identification data or card IDs, respectively: CVV/CVC, CAP, card number, card account and expiry date of the Card, if applicable IBAN, and card expiration date.

p) **"Non-Financial Operations" -** all non-financial transactions that may be performed through a bank card, the execution of which does not result in a change in the card account/ current account balance (other than the Bank's fee), and which are executed without the Blank blocking any amount in the Card Authorization (e.g.,

Confidențial
Atenție! Se interzice deținerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!

viewing the card account balance, blocking the card/card account/current account, setting/changing trading limits, request forms, etc.)

q) **"Unsecured Overdraft"** - the situation where debits have been recorded (i.e. amounts not covered by the balance on the account to which the Card is attached) resulting in an increase in the Cardholder's payment obligations to the Bank. The Unsecured overdraft fee is charged by the Bank with priority over the coexisting pecuniary obligations (unexecuted or improperly executed) of the Client related to loan agreements concluded with the Bank, regardless of the payment imputation procedure established in such agreements or the payment imputation procedure specified by the Client in other way.

r) **Cardholder Authentication Passwords (CAP)** are the following codes / authentications, which are equivalent to the Holder's signature, respectively, the application of which means Authorization of the Card Operations by the Cardholder, made through the card account/current account.

i. **PIN-code (PIN)** - personal identification code assigned by the bank to the Card issued in the name of the Cardholder/Card user or set by the Client, which is strictly confidential and allows the identification of the Cardholder/User in performing and authorizing transactions. Depending on the settings of the payment terminal and the card settings, the PIN may or may not be required at the time of the transaction, the signature taking its place in the validation;

ii. **Pin via SMS (E-PIN)** - Temporary PIN-code in the form of SMS, sent to the Cardholder at the personal mobile phone number when opening the card or re-issuing the Pin-code via Customer Support at the request of the cardholder.

iii. **Single Use Password (hereinafter "OTP")** - personal alphanumeric identification number issued to the cardholder by the Bank, which has a defined lifespan and is used only once to validate a particular transaction or shares through VB24 Services;

iv. **Multi-Purpose Password (MPP)** - personal alphanumeric identification number issued to or retained by the cardholder, which may be renewed by the holder and used to confirm the execution of certain types of transactions or actions through VB24 Services.

v. v. Electronic Wallet (Wallet) - digital payment platforms (e.g. VB24 Pay app, Apple Pay, Google Pay, etc.) through which the Cardholder can register cards issued by Victoriabank for token payments. Compatible devices are those listed on the websites of the device and app providers.

vi. **Authentication through the VB24 Mobile application (VB24 Authentication)** - a Push notification sent by the Bank to the cardholder on his / her mobile phone number registered in the Bank's information system, which makes automatic reference to the VB24 Mobile application, which the Cardholder / The additional holder will access it through the authentication method set by him / her on his / her own mobile phone or electronic device (e.g. facial recognition, fingerprint, quick access code, etc.), in order to authorize an online transaction.

s) **"Ceiling"** - ceiling set by the bank for the number and value of possible transactions by cards in a certain period of time, differentiated by possible **types of card transactions**. The bank also sets an aggregated ceiling for card operations, representing the maximum number/value of **all possible card transactions** within a certain time frame. For his/her own card and for the additional cards issued on behalf of card users, the cardholder may require the setting of daily limits for cash withdrawals, POS transactions, internet transactions, but within the maximum ceilings set by the bank.

t) **"POS"** electronic terminal that allows the collection, processing, storage and transmission of information about card payments by electronic means, for the authorization and processing of card transactions. Bank's POS are marked with the Victoriabank logo.

u) **"3D Secure"** - Technology promoted by Visa and Mastercard international organizations, to minimize the risk of online merchandising frauds, cardholders having the ability to make Internet shopping safe. In the case of Visa, the protocol is called "Verified by Visa", and in case of MasterCard it is called "MasterCard SecureCode". Each one is recognizable by the dedicated logo displayed on the web pages of merchants who have joined the technology.

v) Tap2Phone- is a mobile application that turns your Android compatible smart phone, version 10 minimum (NFC required), into a payment terminal and allows companies to accept contactless card payments.

Confidențial
Atenţie! Se interzice deţinerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!

w) "Contactless Technology" - technology that allows payments to be made quickly by simply bringing the card/device in which the card is registered close to a terminal equipped with contactless technology (which has the same imprint on it as on the card), with or without entering the PIN code depending on the value of the transaction.

x) "Terminals" - means ATMs, including those with the cash-in function, POSs/TAP2Phone and/or self-service desks belonging to the Bank, whether located at or outside the premises of the Bank's Territorial Units **("Terminals of the Bank")** or ATMs and/or POS of foreign banks **("Terminals of another bank")**.

y) "Token" - a unique series of digits in digital format which provides a secure substitution for the card number enrolled by the cardholder in the Electronic Wallet. The token ensures increased transaction security by avoiding the storage of the card number by merchants. The token is used via eWallet to make contactless payments at merchants or to pay online at merchants' websites that accept payment via eWallet.

z) "Transaction" - a financial operation performed with a card or via the VB24 service for:

- the purchase of goods/services at the merchant's POS displaying the logo of the international organization related to the card;
- the contactless payment for goods and services at the POS terminals of the retailers/vis TAP2Phone displaying the international logo under which the card was issued and specific signs of contactless payments;
- performing Internet transactions or mail order / telephone order transactions (if cards are accepted in such environment)
- cash withdrawal at the ATM and POS terminals installed at bank counters displaying the logo of the international organization under which the card was issued;
- money transfers through VB24 service, which allows individuals to initiate money transfers in MDL and in foreign currency, setting up deposits, currency conversions, etc.
- cash receipts
- other transactions possible at the terminals installed at bank counters (payments of utilities etc.).
- other possible transactions with cards at terminals displaying the signs of the international organization under which the card was issued;

IV.2. GENERAL PROVISIONS

4.2.1. At the request of the Client, the Bank may open Card Accounts/Current Accounts in the following currencies: MDL, USD, EUR, RON, RUR, or other currencies available in the Bank's offer, to which one or more Bank Cards issued by the Bank may be attached. The cards may be of VISA or MasterCard type, issued under general conditions or under special bank offers. The particularities and functionalities of the Cards issued by the Bank are provided in the commercial offers.

4.2.2. The fees applicable for the use of the Banking Cards and the Transactions are made available to the Client at the start of the business relationship and throughout it, on the official website of the Bank, including any subsequent amendments and additions.

4.2.3. By signing the Card Account/Current Account Opening Request and/or the Card Issuance/Reissuance Application, the Client declares that he/she has been made acquainted with the General Provisions contained in these General Business Conditions as well as the special provisions contained in this Chapter all together forming the Contract between the Parties.

4.2.4. The authorization of transactions with the Card in the case of Transactions made at the Counters and Terminals of the Bank, respectively cash withdrawal or replenishing of the account to which the card is attached with the value of the Transaction **is made in real time.** The operation is recorded on the client's account as follows:

a) as of the exact date, for transactions made from Monday to Friday between 00.00 - **16.30** and until 15.30 on Saturdays and Sundays, and on the last working day of the calendar month.

b) as of the first subsequent bank business day, if the operations are performed beyond the above interval.

Confidențial
Atenție! Se interzice deținerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!

4.2.5. **The approval of a transaction performed at the terminal of another acquiring bank** determines the immediate freezing of the related amount on the account attached to the card. The frozen amounts related to transactions in the process of settlement are reflected in the Card/Current Account Statement. An amount blocked after the approval of the transaction cannot be held from settlement under any circumstances, because it represents the guarantee to the acquiring bank that it will collect the money released by its ATM or for services/goods sold by the merchant at the transaction date.

4.2.6. Within the limits approved for certain types of retailers by the payment organizations, off-line transactions are possible, without approval of the transaction by the Banks.

4.2.7. **The actual debiting of the account** attached to the card with the amount of the operation performed at the terminal of another bank takes place at a later point in time, when the settlement file for the respective transaction is received from Visa/MasterCard. The transaction is recorded on the client's account at the time when the Bank receives the transaction for settlement.

4.2.8. **The card-related account** is **debited with the equivalent of the transactions performed in other currencies** when the settlement file is received, by converting the settlement currency specific to the used card into the account currency.

4.2.9. **Currency conversion** in the process of authorizing the card operation is executed as follows:

a) if the Transaction currency and the intermediate currency, received by the Bank in the Authorisation message, coincide with the currency of the Card Account/Current Account with Card attached/Card, then no currency conversion takes place at the time of blocking;

b) if the currency of the Transaction received by the Bank in the Card Authorization message differs from the Intermediate Currency from the same message, which in turn differs from the Card/ Current account with card attached/Card Account currency, the conversion of the currency is made at the exchange rate of Visa Inc./ MasterCard Inc. and/or the Special Exchange Rate of the Bank, depending on the interim currency applied by Visa Inc./ MasterCard Inc. in the Authorization message received;

c) if conversion of currencies on the Bank's side is required, then the Special Exchange Rate of the Current Operational Day applies at the time of receipt of the Authorization message;

4.2.10. if currency conversion on the Visa Inc./MasterCard Inc. side is involved, then the rate applied is for the day Visa Inc./MasterCard Inc. processes the Card Transaction Authorization. **Entering the activation/PIN code incorrectly for three times** shall entail blocking of any transactions that require entering the pin. In such case, the card can be unblocked by a call to theCustomer Support Service.

4.2.11. The card account/ current account with card attached can be credited either by cash depositing at any Bank unit/terminal with depositing functionality, or by bank transfer.

4.2.12. The service fee for each Card Account / Current Account with card attached is charged according to the Bank's List of fees and commissions, before submitting the Card account/card closing application, or, as the case may be, until the account is closed in accordance with para. 4.6.4.

4.2.13. The provisions of other chapters of these GBC shall apply to the ''Banking cards" section as relevant.

IV.3. CONDITIONS AND RULES FOR THE USE OF BANK CARDS

4.3.1. The card is nominal and must be signed by the Cardholder/ Supplementary Cardholder when it is received, **it is not transferable and can be used only by the person for whom it was issued**. The card is the property of the Bank and must be returned to the Bank upon request. The cardholder owing the account is obliged to inform all users of additional cards attached to his/her account, at the time of the card issue, about these General Business Conditions for **individuals.** In these **General Business Conditions,** any reference to the Cardholder equally applies to User, as well, unless expressly provided otherwise.

4.3.2. The cards may be used, after activation by the transaction or non-financial operation, which imply entering the PIN code, from the date of issue and are valid only until the last day of the month on the card face (MM/YY - month/year).

4.3.3. The cards may only be used to execute Transactions or non-financial operations and only to the extent that the merchant accepts the Card type as a payment instrument for the goods/services (usually by displaying at least one of the VISA ELECTRON/VISA / MasterCard logos).

4.3.4. **When performing operations of cash withdrawal or buying goods and services using the card, the cardholder/user must:**

Confidențial
Atenţie! Se interzice deţinerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!

a) Sign the receipts released by the POS only after having checked the data written on them, **especially the withdrawn amount.** The Cardholder's/user's signature on the receipt and/or the insertion of the PIN code into an electronic payment terminal, providing the CVV/CVC code, the CAPs in VB24 Services or any other card identification details represents and is considered as the consent for the execution of a card operation, respectively the irrevocable consent to the said transaction, whereby the Cardholder takes full responsibility for the actions above. Before initiating a card payment transaction, the holder/additional user may request and obtain additional information about the payment operation and the terms of its execution.

b) Request a copy of the sale receipt from the seller as proof of the performed operations. Such copy will be kept by the cardholder/user in order to verify the monthly account statements and also to solve any complaints related to the incorrect recording of card operations in the account statement. Requesting the receipt from the ATM is optional.

c) When using the Card or its personalized security features to pay for services such as: reservation of a hotel room, car rental, periodic operations of the same type, payment of services/goods over the Internet, etc., the Cardholder must first become acquainted with the payment and cancellation rules, delivery terms for the goods/services, and keep all documents related to these orders, including correspondence with the merchant for at least 13 months from the time of the transaction,

d) If, when abroad, at the time of payment or withdrawal of cash, the cardholder is offered the option of converting the amount of the Card transaction into the national currency MDL, the Cardholder must pay attention to the exchange rate and the additional fee applied by the merchant or the cash withdrawal point. The cardholder is entitled to refuse conversion into MDL.

e) If the Cardholder has identified any discrepancies in the receipt issued by the merchant, he/she shall ask the merchant to cancel the transaction on the spot. The receipt with the cancellation of the transaction will be retained by the Cardholder for 13 months.

f) The Cardholder is advised to immediately check the Account/Card balance in the event of a transaction failure.

4.3.5. The **cardholder/user must keep the card in good conditions** and prevent its deterioration and take all measures necessary to prevent the use of the card or of the data printed on the card, as well as of the related security elements (PIN, CVV) by unauthorized to use the card persons. In all cases in which the card is lost, stolen, the cardholder/card user shall proceed as follows:

a) Immediately communicate the incident by phone to the Client Support Service at the phone number 1303 or +37322210303, available 24/7 from any telephone network, including from abroad, charged according to the fees applied by the telephone service operator. It is advisable to save this number in the phone's memory or to write it for emergencies. Alternatively, the user may opt for blocking the card using VB24 Services, according to Bank's procedures in this regard, in case the Client has this service.

b)The cardholder Client will come to the nearest territorial unit of the Bank for the reissue of the Card or will reissue the Card via VB 24 (as the case may be).

4.3.6. SPECIAL RULES AND FRAUD PREVENTION MEASURES

a) The Cardholder must permanently maintain the current version of the authorized (licensed) anti-virus programs installed on the personal computer and/or the mobile phone used to perform the Transactions or to process the data related to the Card

b) The Holder must ensure that the Card is kept under conditions that would exclude damage, loss or theft, cloning or compromising the card, as well as changing the data entered on the Card. It is strictly forbidden to transmit/display Card's personalized security elements through unsecured channels: email, sms, internet page without secure https:// protocol etc.

c) The cardholder must ensure the security of the CAPs, namely: storing or keeping them secret, using them so that they cannot be seen/identified by others. It is strictly forbidden to communicate/disclose CAPs (e.g. by phone, sms, email, internet or any other channel) to any third party, including the employees of the Bank, Visa Inc./MasterCard Inc., to the representatives of the legislative bodies, etc. It is forbidden to write the PIN code directly on the Card or to carry/hold the Card and the PIN code together.

d) If the Card is found after the Bank has been notified of the Card's loss/theft or the disclosure of the PIN, or after the Cardholder has notified the Bank of unauthorized attempts, the Cardholder is not entitled to use this Card.

Confidențial
Atenţie! Se interzice deţinerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!

e) When performing a card transaction in the real environment, the cardholder undertakes to request that it is made directly in his/her presence. For the purpose of conducting transactions with the Card, some commercial organizations that accept Cards are entitled to request the presentation of the identity card, passport or any other official document that could confirm the identity of the Cardholder.

f) The Cardholder must request a receipt for each transaction made with merchants or at the Cash desk. Requesting a receipt at the Bank's ATM is optional. The Cardholder must be cautious not to forget the Card after the completion of the Transaction.

g) The holder must be careful not to forget the Card after completing the Transaction.

h) If the Card is used for the purpose of paying for the goods/services or cash withdrawal at the cash desk, the Cardholder shall first check if the card data, the amount and the currency of the transaction, the date of its execution are shown correctly on the receipt and after that, sign the check and/or enter the PIN code.

i) In transactions made through the VB24 System, the Cardholder is required to first check the amount and currency of the Transaction, enter the OTP and/or the PMF and check the confirmation message as well as the result of the Transaction reflected in the Card Account/ Current account with card attached.

j) The Cardholder undertakes to check at least once a month the receipt and other documents confirming the execution of the Transactions by comparing them with the transactions reflected in the Monthly Account Statement and to keep them for 13 months.

k) The Cardholder using one of the VB24 services, has the possibility to block/limit the Cards on his/her own – an action that exerts influence on the Authorization of the Card operation only.

l) In the event of blocking the Transaction Amount in the Card Account/ Current account with card attached, such blocking may be canceled by the Bank at its sole discretion, before the expiry of the 30 day period.

IV.4. RIGHTS AND OBLIGATIONS

4.4.1. The Bank has the following rights:

a) To request from the cardholder/user a copy of the receipt for the purchase of goods, services or cash withdrawal, as well as the copy of the reversal receipt, or any other document that may help the Bank settle erroneous operations recorded in the account statement and challenged by the cardholder/user.

b) The Bank reserves the right to refuse to examine the Client's complaints about transactions alleged to be unauthorized by the Client if such complaints are not filed by the Cardholder as soon as he/she has seen the Account Statement (but not more than 30 (thirty) the date of issue of the Statement), and not later than 13 months after the amount has been debited from the account - if the Bank has not provided the Account Statement.

c) Upon expiration of the Card, the Bank has the right to automatically re-issue a new card for the Client in exchange for the old one, if the following conditions are cumulatively met:

i. At least one operation of the Client's initiative in the last 6 months was registered on this card;
ii. The Client did not submit a request to close the card account/ current account with card attached at least 30 (thirty) calendar days before its expiration.
iii. The cardholder has complied with the obligations assumed by these GBCs, including the proper execution of the Financial Obligations towards the Bank;
iv. The cardholder will bear all the fees arising from this operation.

d) The re-issuance of the Card in case of extension of the validity term, as well as in cases other than expiry of the Card, shall be carried out in accordance with the Tariffs in force. If, at the time of reissuing the Card held by the Client, the issuance of the respective type of Card is stopped, another type of Card shall be issued from the Bank's Offer, with the application of the applicable Tariffs.If the Client does not show up to pick up the Card, the Bank shall have the right to proceed to the destruction, respectively closure of the unissued Cards within 3 (three) months from the date of issuance/ reissue without prior notice to the Cardholder who requested the issuance of the Card.

Confidențial
Atenţie! Se interzice deţinerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!

e)

f)

g) For cards captured at the bank's ATMs, the Bank reserves the right to destroy them in 30(thirty) working days if they are not picked up by the Cardholder.

h) The Bank is entitled to refuse to issue/operate the card on preferential and/or promotional terms if the applicant does not meet the eligibility criteria, or if he/she no longer complies with the conditions, in this case by transferring the Card Account/Current Card to the general conditions use without additional formalities.

i) Depending on the state of the financial and forex market and the amendments made to applicable normative acts, the Bank reserves the right to limit the withdrawal of the cash from the Account, if the currency of the Transaction is different from the currency of the Account.

j) To request information and Supporting documents for the Transaction if the destination of the payment for the Account entries does not allow determining and identifying the purpose and nature of the transactions, as well as in other cases provided by the Applicable legislation.

k) To block the card in cases where it has been declared by the Cardholder as stolen or lost, left in an ATM, if it is or has been compromised or potentially compromised, and for security reasons in cases of suspicion fraudulent/unauthorized use, or in the event of a risk of the Cardholder's incapacity to honor his/her financial obligations related to Transactions, in case of non-execution of Pecuniary Obligations towards the Bank, as well as in the other cases provided for in these GBCs.

l) To establish a Special Exchange Rate.

m) The Bank has other rights as a payment service provider, as described in these GBCs and/or legal or regulatory acts in force.

4.4.2. The Bank has the following obligations and responsibilities:

a) To block the card in the cases provided for in these GBCs and to inform the Cardholder accordingly

b) At the request of the cardholder/card user, to provide complete information regarding the use of the cards, non-stop, at a dedicated phone number.

c) To ensure non-stop authorizing services for card operations, performed by the Holder, except during the hours when maintenance work of the operating system takes place, and if there are no prior instructions from the Cardholder regarding the restrictions imposed to the additional cardholder for the use of the card and / or the funds available in the Cardholder's account.

d) To provide the cardholder with monthly account statements reflecting all the performed operations; the account statements/ current account with card attached shall be made available to the cardholder and/or user as agreed with the bank. If the cards are issued in the name of users, the account statement will be made available only to the account owner and cardholder, unless such holder entitles the card user to request account statements for its current account. The card account/ current account with card attached statement is made available to the Cardholder monthly, free of charge, at the premises of the Bank on hard copy or sent monthly to the email address of the Cardholder, unless the Parties agreed otherwise. Also, the card account/ current account with card attached statement is available free of charge via VB24 Services. The date of card account/ current account with card attached statement is the date on which the Bank issued the account statement. If, for reasons outside the control of the Bank, the cardholder does not receive the monthly card account statement in a timely manner, he/she must inquire on the transactions made and the amounts due at the Bank, in accordance with the agreed contractual provisions. Regular access to VB24 Services, if the Cardholder is subscribed to this system, constitutes evidence that the Holder has knowledge of the account statement reflecting the Transactions made with the card until the date of accessing the system.

e) To inform the cardholders/card users on any modifications related to GBCs, commissions, charges by displaying them at the bank units and/or publishing them on the bank's web site.

i. In case of changes in the contract provisions and/or clauses, the bank shall notify the cardholder and the holder shall reply within two months with regard to the acceptance or rejection of the new conditions. If the cardholder does not send its option to the Bank in written form, within two months, the amendments are deemed tacitly accepted by the cardholder. In the event of a refusal to accept

Atenţie! Se interzice deţinerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!

the proposed changes, the Client shall have the right to revoke these GBCs free of charge by submitting a written request to close the Card/ current account with card attached/Card Account.

ii. Changes in the special exchange rate may be applied immediately and without prior notice. The Account Holder will be informed on a daily basis about the special exchange rate applicable to Transactions made with the Card, accessing the Bank's website.

iii. Decreases of the interest rate applied to card deposits may be applied immediately and without prior notice if this was done according to the NBM base rate, where applicable, depending on the interest rate on overnight deposits.

iv. If the changes to the Transaction Fees are to the advantage of the card Holder, they may be applied without prior notice.

v. In the case of amendments required by legislation, they will enter into force as soon as the legislative/normative act becomes effective.

f) To replace, at the request of the card Holder, for a fee, the cards claimed as lost, stolen, demagnetized, damaged (including damaged due to low plastic quality).

g) To ensure the 24/24/7 operation of the Client Support Service at the telephone line (tel. **1303, + 373-22-210303**). An additional means of communication provided by the Bank for the support of the Holders is the electronic mailbox suport@vb.md.

h) To make the List of Fees available to the Cardholder and to permanently keep their current version displayed on the Bank's website.

i) The Bank is liable to the Account Holder in any of the following circumstances:

i. non-performance or improper performance of the cardholder's / user's transactions, with the exceptions provided by the Law.

ii. for the amount of the transactions made after the Bank has been properly notified about the loss, theft, damage, blocking, data compromise or suspicions of compromised card details.

4.4.3. Rights of the cardholder/user:

a) To carry out transactions with cards on the territory of the Republic of Moldova or abroad, including on the Internet, benefiting from Non-Stop Card transaction authorization services, within the limit of amount available in the account, observing any established ceilings.

b) To receive the monthly card account/ current account with card attached statement in order to verify the operations performed, in accordance with the provisions of these GBCs.

c) To benefit from replacing the card/PIN in the event of their loss/theft, if the Card expires (provided that a request for extension has been filed within 30 days following the month in which the Card expired) or other cases.

d) To reasonably and objectively challenge any unauthorized or incorrectly executed operation on his/her account as soon as he/she becomes aware of the operation (but not later than 30 days from the date of issuance of the account statement) and not later than 13 months after the account has been debited - if the Bank did not provide the Account Statement and receive the outcome of the settlement of the claim. The Bank may charge commissions according to the List of fees and commissions for the examination and/or settlement of the Cardholder's claims.

e) To use the client support service.

f) To benefit from the Card Delivery Service;

g) To benefit from the promotions for the products activated on his/her card if the eligibility criteria are met.

h) The Cardholder, the Account Holder, has the right to request from the Bank the issuance, reissuance, blocking or unblocking of his/her Card and/or the card of the Card user.

i) The cardholder has other rights provided for by the law as a payment service user.

4.4.4. Obligations, statements and responsibility of the Cardholder/card user:

a) To use the card in good faith in accordance with the GBCs and the law, without making prejudice to the Bank of any kind.

b) To announce the Bank about any unjustified refusal to accept the card by merchants or by bank units.

Confidențial
Atenție! Se interzice deținerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!

c) The cardholder, Account holder, agrees to have his/her card account charged with the equivalent amount of the operations performed with the cards issued at his/her request in his/her name and/or the card user's name, the equivalent amount representing both the transactions value and the amount of fees and commissions (commissions due to the Bank, costs of the foreign exchange etc.).

d) The Cardholder mandates the Bank to charge from any of his/her accounts opened with the Bank the amounts owed to the Bank in connection with the use of the Card and the execution of the Transactions, including those resulting from an Unsecured overdraft. The mandate granted to the Bank may be exercised by the Bank without additional formalities. The provisions of para. 2.2.2. letter i) remain applicable.

e) The Cardholder agrees with the Bank's participation in foreign exchange market in his/her name and account for the purchase of the amounts in foreign currency required to settle transactions in a currency other than the card account currency that were made with the card issued in the name of the Cardholder.

f) The holder of an account cardholder will bear from the funds available in his/her accounts opened with the Bank the commission established by the Bank for the claims filed by him/her and the Card user and which, following the verifications, are settled not in favor of the client.

g) The Cardholder will indemnify the Bank for any damage, loss or expense if it is found to have resulted from the violation of the provisions of these GBCs, or if following the finding of the Cardholder's responsibility for the initiated appeals.

h) To take all precautions to ensure the security of the card in order to protect it from loss or damage, physical card theft or theft of card data.

i) Not to give the card or the CAP to other people, or not to disclose it to others.

j) Not to keep the CAP in the same place as the card.

k) To inform the Bank about receiving an unsealed envelope containing the PIN.

l) Not to keep the card identification data (card number, CVV/ CVC code, PIN code, card expiration date) and VB24 identification data (login/password) in a form that can be easily recognized and accessed by unauthorized persons.

m) To immediately announce the bank at the telephone number 1303 or +37322210303, chargeable according to the fees applied by the telephone operator, which can be accessed including from abroad, or in writing (to the contact address indicated in the Bank's web page), about the following events:

i. The card is lost, stolen, damaged or blocked;

ii. Transactions unauthorized by the cardholder are registered on the current/card account;

iii. Errors occurred in the management of the current account/account to which the card is attached and/or VB24 Services;

iv. there are suspicions with respect to the possible copying of the card, PIN code or disclosure of card related information to unauthorized persons;

v. Malfunctions occur while using the card.

n) To use the Card in accordance with the terms of its issue and use, taking into account the specific rules and fraud prevention measures described in Section 4.3.

o) To keep the current version of the authorized anti-virus programs installed on personal computer and/or mobile phone used for performing transactions or processing card data.

p) If the Cardholder/Card user fails to ensure the security of the Card's personalized security features, he/she will bear any losses associated with any unauthorized payment transaction resulting from the occurrence of an emergency (loss, theft or misappropriation of the Card), within the limit of 0 (zero) lei.

q) By way of derogation, the Cardholder/user shall bear all losses relating to any unauthorized operation if such loss results from fraud or intentional or gross negligence in the use of the Card in accordance with the terms of issue and use as described in Section IV.3. and the obligations referred to in h) - o) in this paragraph.

r) After notifying the Bank in accordance with section 4.3.5. letter a) or letter m) in this paragraph, the Cardholder/User will not bear any patrimonial liability resulting from the occurrence of an Emergency, except when acting fraudulently.

Confidențial
Atenţie! Se interzice deţinerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!

s) The Cardholder/user has other obligations and responsibilities set forth in this Chapter, in particular, and in these GBCs in general.

t) The Cardholder's business relationships or correspondence with merchants, participation in promotions, including payment and delivery of purchased goods / services, any other conditions and guarantees associated with them are the subject of the Cardholder's relationship with the merchant. Any disputes or litigation between the Cardholder and any merchant regarding card-based transactions may not affect the Cardholder's obligation to pay for that transaction. Any complaint or report by the Cardholder against a merchant will not be used against the Bank.

u) The Bank cannot be held liable in any form for any damages arising from the Cardholder's direct relationsships with the merchant, respectively disputes regarding the merchant's non-compliance with the conditions of payment, delivery, quality of the goods / services purchased, betting, gambling, lotteries, financial investments, buying and selling cryptocurrencies, gaming are the exclusive object of the relationships between the Cardholder and him / her. Likewise, in this sense, the Cardholder is responsible if he / she has subscribed in error for payments with a certain frequency or for subscriptions.

IV.5. CARD SUSPENSION (BLOCKING) OR WITHDRAWAL

4.5.1. **In case of fraudulent transactions** by the willful intent of the cardholder/user in order to obtain undue benefits or to deceive the bank or the payment acquirer, as well as in case of failure to fulfill any of the **Pecuniary Obligations** towards the Bank**,** the bank has the right to take the following measures, without any prior notice to the cardholder/user:

a) to refuse the authorization of the transactions performed with the card;

b) to cancel and suspend/block the use of card and card account/ current account with card attached;

c) to refuse the issue of a new card or the reissuance of the card, unless the Holder consents to assume the financial liability for the transactions performed with the card by that time.

4.5.2. **If there are suspicions of using a card without the holder's/ user's knowledge or consent**, in order to protect him/her and to avoid or to limit any losses, the bank may take the following measures without any prior notice to the cardholder/user:

(i) to refuse to authorize the card transactions;

(ii) to cancel or to suspend/block the card use;

(iii) to replace the card potentially compromised with a new one, with a new card number and different identification data.

4.5.3. **In the cases referred to in para.4.5.1. and 4.5.2.,** the Bank will notify the cardholder, whenever possible before blocking or after taking measures specific for each particular case, unless provision of such information would prejudice the objectively justified security reasons or is prohibited by normative acts. **For the cases referred to in para. 4.5.1. the Bank reserves the right to report the Cardholder's actions to competent institutions and bodies**.

4.5.4. The Bank reserves the right to limit/suspend the use of the card and to freeze the amounts on the cardholder's account, the provisions of Chapter II, Section II.8 of these GBCs applying accordingly.

IV.6. CLOSING THE CARD AND THE CARD ACCOUNT

4.6.1. Each party has the right to request the unilateral closing/termination of the card and of the related product agreement with a written notice to the other party. The closing of the Card/termination of the Bank Card Agreement by the Cardholder shall take place by submitting a written request for the closure of the Card Account/ Current Account with attached Card/ Card, and shall be effectively executed by the Bank after the expiry of a maximum of 30 (thirty) calendar days from the date of receipt of the Request (term applicable also in the case of closure of the Account/Card by mutual agreement of the Parties). If the card/card account is closed under the provisions of para. 4.6.3. of these GBCs, the Bank shall proceed with termination of the business relationship regarding the use of the card by closing the card immediately, without any prior notice. The termination of the agreement becomes effective only after the fulfillment of the cardholder's payment obligations towards the bank.

Confidențial
Atenție! Se interzice deținerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!

4.6.2. The termination of the business relationship implies closing of the card and the card account/ Current account with card attached. The Provisions of Chapter II Section II.10 of these GBCs shall apply accordingly.

4.6.3. The Bank has the right to close a card, de jure, without any other formality in the following situations:

a) Incorrectness of the personal data declared by the cardholder / user;

b) The cardholder/user carries out operations the value of which exceeds the funds available on the card-related account provided that, after being notified by the bank using the contact details declared to the Bank, the cardholder does not cover the debit within 5 banking days;

c) The Cardholder/user carries out fraudulent transactions with intent to obtain undue advantage or mislead the Bank or the Beneficiary of the payment;

d) The Cardholder /User violates the Card Use Rules provided in these GBCs.
Once the card is closed, the related product contract is deemed to have been terminated.
Also, in the cases provided in this paragraph, the Bank is also entitled to close the Account to which the Card is attached.

4.6.4. If the Card expires, it will be automatically closed by the Bank, except if:
a) The Client has requested the extension of the Card within 30 days following the month in which the Card expired or
b) The bank automatically re-issued the card in accordance with para. 4.4.1.

The current account with the card attached will remain active, and may be closed, at the Client's request or if the case referred to in point 2.10.2. lit. c) (9) of these GBCs.

4.6.5. The card account is closed only if all the Cards attached to it are closed.

4.6.6. The closing of the account/ current account with card attached/card, or Termination of Business Relationship, do not absolve the Cardholder/User from the due obligations towards the Bank.

IV.7 CARD DELIVERY SERVICE

4.7.1. Card Delivery service-the service of transporting and handing the Card to the Holder at the address indicated/requested by him / her.

4.7.2. The cardholder can opt for the Home Delivery Service upon request:

a) In writing at the counter of the Bank

b) online on the Bank's website;

c) via the VB24 Service

d) other methods made available to customers by the Bank.

4.7.3. Fees are charged for the Card Delivery Service according to the Bank's List of Fees and Charges.

IV.8. 3D SECURE SERVICE

4.8.1. 3D Secure Service is an international security standard for Internet payments that aims to further protect the cardholder and reduce fraud in the e-commerce area and is based on the existence and provision of an additional password whenever an online payment is made with a card enrolled in 3D Secure.

4.8.2. The 3D Secure System involves the use by any Card holder of the 3D Secure Service, which is automatically available for all active cards issued by B.C. Victoriabank S.A.

4.8.3. The relationship between the Card holder and the Bank in connection with the use and provision of the 3D Secure Service Victoriabank is governed by these GBCs and the Regulations for the use of the 3D Secure Service displayed on the bank's website.

IV.9. CASH BY CODE SERVICE

4.9.1. The Cash by Code service enables the Beneficiary to receive and deposit cash at Victoriabank ATMs without the use of a bank card, but by entering a special code generated for this type of operation by the Victoriabank Cardholder via the VB24 Web and VB24 Mobile applications.

Confidențial
Atenţie! Se interzice deţinerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!

4.9.2. Any Card holder may use the Cash by Code Service in accordance with these GBCs and the VB24 Additional Services Usage Rules, displayed on the official website of the bank.

IV.10. SEND TO FRIEND SERVICE

4.10.1. Send to friend service offers the possibility for the Victoriabank Cardholder to send money to a third person through the VB24 Mobile system, by sending a special link to the Beneficiary, who has the possibility to cash the money on the card (by entering the card number in the special field on the link received) or to issue cash at the Bank's ATMs (based on the "Cash by Code").

4.10.2. Any Cardholder may use the Cash by Code Service in accordance with these GTC and the VB24 Additional Services Usage Rules posted on the Bank's official website.

CHAPTER V. T2A SERVICE

5.1. The T2A (transfer to account) service offers the possibility to receive online the remittance to the current account or to the card account issued by the Bank. The service can be accessed through the dedicated page transfer.victoriabank.md.
5.2. In order to benefit from the T2A service, it is necessary to use the mobile phone number registered in the Bank's information system.
5.3. The limit per transaction is 20 thousand Moldovan lei (equivalent) according to the official exchange rate set by the National Bank of Moldova on the date of the transaction.
5.4. The remittance amount will be transferred directly to the bank account indicated by the Beneficiary. The T2A service allows the reception of funds in Moldovan lei (MDL), Euros (EUR), American dollars (USD), Romanian lei (RON) and Russian rubles (RUB). In this case, the registration will take place at the special exchange rate of the Bank applied at the time of the card transaction.

CHAPTER VI. VB SERVICE NOTIFICATIONS

6.1. VB Service Notifications- is a service to inform customers via messaging channels (SMS, Telegram and other notification channels) or the VB24 Mobile app, notifications sent to the cardholder about transactions made with the bank card and via the card account
6.2. Subscription to the Service can be done::

a)By SMS:
At Victoriabank ATMs;
Online, by accessing the Bank's website.
b)By Telegram and other messaging channels
c)Via VB24 Mobile
6.3. The Card holder receives SMS notifications from all cards linked to his / her account, including from the secondary cards attached to the account in the name of the additional Holders, including for transactions made from the current account with card attached. The Extra Holder receives SMS only from his / her cards.
6.4. The relationship between the Card holder and the Bank in connection with the use of the VB Notifications Serviceis governed by these GBCs, the Regulations for the use of the VB Notifications Serviceand the Tariffs in force displayed on the bank's website.

CHAPTER VII. VB24 SERVICE

7.1. The Bank allows the holders of current accounts, card accounts (Holders and Users), or other types of accounts, as appropriate, to access those accounts and performing transactions through remote electronic banking applications and technologies that are referred to in these GBCs as **VB24 Services**. VB24 Services include, without being limited to, the following: VB24 Web, VB24 Mobile, VB Pay, VB24 ATM, Garmin Pay, VB notifications, etc. as at the date of entry into force of these GBCs.

7.2. Accessing accounts through VB24 Services is based on the principle of subscription for those services, which implies acceptance by the Client of their terms of use. Subscription to VB24 Services takes place through registration on the webpage or through the mobile application, or at the Bank's ATMs, as the case may be.

7.3. The Bank may charge commissions for subscribing to VB24 Services / VBNotifications, as well as for their use or operation, according to the List of fees and commissions available on the Bank's website.

Confidențial
Atenţie! Se interzice deţinerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!

7.4. Through VB24 Services, the Client can access his/her accounts, according to the technical capabilities of each service, as appropriate, such as: transfers of funds, payments, card operations (issuing, remittance, blocking, managing limits on the use of funds, etc.), balance inquiry and access to information, opening of deposit accounts, opening of accounts etc.

7.5. The Client must meet the technical requirements to be able to subscribe to/use VB24 Services.

7.6. The Client is responsible for safely keeping the personalized security features provided for him to access VB24 Services and/or to perform transactions through VB24 Services. The Bank is not responsible for operations performed through VB24 Services as a result of them being accessed by other persons to whom the Holder has granted access or who have accessed the service as a result of Client's negligence.

7.7. The Bank reserves the right to carry out scheduled or extraordinary maintenance that is designed to remove any technical errors and/or improve VB24 Services functionality and/or technical upgrades. Without being bound, the Bank will undertake measures to inform Clients in advance of any maintenance work. The Bank shall not be liable for discontinuation of the functionality of VB24 Services caused by such works.

7.8. Payment orders initiated through VB24 Services are considered to be irrevocable payment orders of the account holder, in line with the provisions of Section II.3. Chapter II of these GBCs. The moment of transmission of the payment order through VB24 Services is the moment when the Client has fulfilled all technical requirements that have the effect of expressing the consent with the payment transaction (confirmed the SMS received, selected the corresponding button, entered the OTP (One Time Password, etc.).

7.9. The Client may at any time unsubscribe from the VB24 Services. Unsubscribe is performed by submitting an appropriate request to the Bank's units or independently by the Client (as the case may be). The unsubscribe option becomes effective from the moment the Bank receives the request, or unsubscribe by the Client (as the case may be), and does not cancel the transactions made until that date, nor the fees due to the Bank. The Customer shall delete the applications related to the VB24 Services as a result of discontinuing their use.

CHAPTER VIII. SERVICE "top UP"

Service "top UP" - the possibility for the Victoriabank cardholder to load the Bank's card with funds from another own card issued by banks in the Republic of Moldova through the VB24 Mobile system. The transfer can be made between cards of Visa and Mastercard payment systems issued in the Republic of Moldova and having 3D Secure technology.

CHAPTER IX. FINAL PROVISIONS

IX.1. NOTIFICATIONS

9.1.1. Except as otherwise provided in these GBCs or specific agreements with Clients, all notifications or any other communications of the Bank addressed to the Client, depending on the nature of the notification, will be made in Romanian in one of the following ways: (a) by a letter handed in person or sent by post, by simple letter or by registered letter; courier delivery will be considered personal delivery; (b) by telephone; (c) by fax; (d) by e-mail, (e) by SMS; (f) through the Account Statement; (g) VB24 Services to Clients who have contracted this service, or (h) via the Bank's website: www.victoriabank.md, (i) through the Customer Support Service 1303 / +373 22 21 03 03.

9.1.2. Any such notification or communication shall be deemed to be provided: (a) at the time of handing over, if handed in person; or (b) on the day of receipt of the letter, indicated on the notice of receipt, in the case of postage as a registered letter; or (c) on the day of return of the postal item from the post office on the grounds that the recipient did not receive it in the case of postal items if they were sent to the mailing address provided to the Bank by the Client; or (d) at the end of the telephone conversation; or (e) upon receipt of the acknowledgment of transmission (in the sense that all pages constituting the communication have been transmitted to the recipient) in the case of fax transmission; or (f) at the time of transmission, in

Confidențial
Atenţie! Se interzice deţinerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!

case of e-mail transmission, through the Internet Banking Service, Account Statement and/or SMS; or (g) at the time of display in the case of communications made through www.victoriabank.md.

9.1.3. Bank's notifications addressed to the Client will be sent to the contact details specified by the Client at the time of initiating the business relationship, or provided by the Client to the Bank in any other way. Contact data refers to mailing address, e-mail address, fixed and/or mobile phone number or fax number. The Client agrees by these GBCs that the Bank will not be held liable for the consequences arising from the fact that he/she has not received notifications because he/she did not inform the Bank by completing the special forms provided by the Bank or otherwise agreed by the parties, any changes to its contact details, as well as other data and information transmitted to the Bank.

9.1.4. Except as otherwise provided in the GBC or specific agreements, any notice, request, or other communication by the Client addressed to the Bank under the GBC will be transmitted, as appropriate: (a) in writing, on the special forms made available by the bank; (b) in writing, to the postal address of the Bank or its units; (c) by e-mail to: office@vb.md; (d) through VB24 Services; (e) by telephone+373 30 303186;. or (f) through the Customer Support Service 1303 / +373 22 21 03 03.
The Bank's notifications, requests or any other communications shall be taken into account by the Bank only if they contain sufficient sender's identification information (such as name, surname, IDNP, domicile) and provided that they coincide with the identification data recorded in the Bank's records.

9.1.5. The Bank will not be held liable for the consequences of delays and / or loss of documents or other correspondence addressed to the Bank or transmitted by the Bank, including account statements or for damage or other errors that may occur during transport / transmission of such documents or correspondence.

VIII.2. AUTHORIZED TRANSLATIONS AND RECOGNITION OF DOCUMENTS

8.2.1. The Bank is not bound to accept any document issued in a language other than Romanian, unless otherwise stipulated in the specific agreement with the Client. The Bank will request the Client to provide a certified translation into Romanian of such a document, with legalization of the translator's signature by a notary.

8.2.2. Official documents issued in a foreign state may only be submitted to the Bank and recognized by the Bank if they meet the formal conditions provided by the international treaties to which the Republic of Moldova is a party.

VIII.3. CONFIDENTIALITY

8.3.1. The Bank shall ensure the confidentiality of the Client information and will not disclose any information about the Client's accounts or activity during or after the termination of the business relationship between the Client and the Bank. However, in the cases provided for by law, information about the Client, including his/her accounts and activity, may be provided without the consent and without notice to the Client. The Client will provide full support and all necessary information to comply with the law.

8.3.2. The confidentiality obligation does not apply if: (a) the information is disclosed in accordance with legal provisions or as a result of a request or a reporting obligation from the public and/or regulatory and supervisory authority in the Republic of Moldova or in another country whose legislation is applicable to the Client; (b) the disclosure of information protects the Bank against an imminent loss; (c) the disclosure is made with the Client's authorization; (d) the disclosure of information is made to the Bank's business partners (for example, to whom a service has been outsourced and which acts on behalf of the Bank), the information disclosed being stored and distributed in a strictly controlled manner to the third party, and its staff subject to severe rules on access to, and use of confidential information and ensuring the confidentiality of information. Such disclosures shall be made: (i) to facilitate the provision of services/processing of operations; (ii) to monitor credit and risk exposures; (iii) comply with the requirements imposed by the public and/or regulatory and supervisory authorities of the Republic of Moldova or another country whose law is applicable to the Client; (iv) to ensure equal treatment for the Client and/or other partners; (v) to disclose general information whose disclosure does not prejudice the Client's justified interests.

Confidențial
Atenție! Se interzice deținerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!

VIII.4. JUSTIFICATION OF NON-PERFORMANCE AS A RESULT OF AN IMPEDIMENT

8.4.1. The failure to meet the obligations undertaken under these GBCs and/or specific agreements can only be justified if a significant impediment has occurred outside the control of the Bank or the Client, which could not reasonably have been avoided or solved or the consequences of which could not reasonably avoided or solved.

8.4.2. However, the Borrower cannot invoke the provisions of para. 6.4.1. on the grounds that his/her pecuniary obligations to the Bank have become more onerous, as provided expressly in para. 2.2.2. letter k) of these GBCs.

8.4.3. If the justified impediment is temporary, the non-performance is justified only for the duration of the impediment.

8.4.4. The party facing an impediment that justifies non-performance shall notify the other party about the impediment and its effects on the ability to perform. When the Bank faces an impediment that justifies its failure to meet its obligations to a large circle of persons, this notification may be made by any appropriate means of communication (notice on the web site or notification via VB24 Service, etc.).

VIII.5. ASSIGNMENT

8.5.1. The Client cannot assign his/her rights and/or obligations to the Bank, except with the express consent of the Bank.

8.5.2. The Bank may assign in whole or in part its rights and/or obligations to the Client arising from this Agreement to any third party chosen by the Bank by assignment of the contract and/or novation, assignment of debt, outsourcing or any mechanism for the transfer of rights and/or of the obligations recognized by law, and the Client agrees to any such assignment/transfer.

8.5.3. The Client understands and agrees that the Bank will have the right to transfer to another Bank the amounts held in the Client's name. The Client declares that he/she is freeing the Bank from its obligations arising from the Client's contracts with the Bank from the moment he / she was notified of the assignment / transfer.

8.5.4. In all cases, the assignment/transfer will not cause any additional cost to the Client. The Client will be entitled to be compensated by the Bank and the transferee for any additional expenses caused by the assignment.

8.5.5. The client will be able to oppose the transferee all means of protection he/she could have used against the assignor. Thus, the Client will be able to oppose the payment made to the assignor before the assignment has become enforceable, whether or not he/she has knowledge of the existence of any other assignment, as well as any other cause of early extinction.

8.5.6. In the event of a reorganization of the Bank, the specific provisions of the legislation in force shall be observed.

VIII.6. INTERPRETATION

8.6.1. Acceptance of this document by the Client means the acceptance by the Client of the entire content, the Client confirming that the Bank has provided all the documents and information necessary to understand the provisions of the GBCs.

8.6.2. If any provision in the GBCs and/or any of the specific agreements between the Bank and the Client is or becomes at any time null, invalid or unenforceable under the applicable legislation, the legality, validity and applicability of such provision within the limit of the law, as well as the other provisions of the GBCs, will not be affected or prejudiced by it. The Parties will strive to perform those acts and/or modifications so as they result in the same legal and/or economic outcome that was envisaged at the date of signing the GBCs.

8.6.3. The structuring of GBCs in Chapters, Sections, and Paragraphs, and their names, have no effect on the interpretation of this document or on the rights and obligations of the Parties, and the GBCs will be interpreted and executed in accordance with all provisions, regarded as a whole.

Confidențial
Atenţie! Se interzice deţinerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!

VIII.7. WAVERS

8.7.1. The Bank's omission in whole or in part, as well as any delay by the Bank to exercise any rights arising under a contract entered into with the Client or to receive remedies under such a contract, shall not prevent the Bank from exercising this right and cannot be considered as a waiver of its rights and under no circumstances will be construed as the Bank's consent to the rescheduling of the debt or the waiver of the debt, unless a written deed is concluded in this respect.

8.7.2. The Bank's waiver of fulfillment of any of the conditions set out in the contracts entered into with the Clients shall not be deemed to constitute the waiver on the part of the Bank for the requirement that such condition be fulfilled at a later date.

VIII.8. APPLICABLE LEGISLATION AND JURISDICTION

8.8.1. These GBCs were drafted in Romanian and will be governed and interpreted in accordance with the law of the Republic of Moldova. Any misunderstandings resulting from their interpretation and/or execution will be solved as far as possible by amicable settlement; otherwise they will be settled by the competent courts of law according to the Code of Civil Procedure of the Republic of Moldova.

8.8.2. In order to resolve any complaints, the Client may contact the Agency for Consumer Protection and Market Surveillance, Chisinau, 78 Vasile Alecsandri Street and the National Bank of Moldova, Chisinau, 1 Grigore Vieru Boulevard. Also for the settlement of any misunderstandings or a dispute with the bank, the client may resort to extrajudicial mechanisms for the amicable settlement of disputes such as mediation, according to Law no. 137/2015. Details on the mediation activity as well as the list of authorized mediators can be consulted on the website: https://mediere.gov.md/ro.

8.8.3. By way of derogation, the dispute between the Bank and the Client which concerns both a specific agreement and the GBCs will be settled according to the jurisdiction clause in that specific agreement.

VIII.9. SUGGESTIONS AND COMPLAINTS

8.9.1. The quality and standards of banking services provided by the Bank will be assessed by the Client. Suggestions and complaints about deviations from these standards will be sent to the Bank by e-mail, on the Bank's official website or in writing.

8.9.2. The Client will receive a confirmation of the submission of the suggestion and/or the complaint and a registration number thereof, in case of a written complaint, to the territorial unit or the main office of the Bank.

8.9.3. The Bank will analyze the Client's request and will issue a response to it, within a maximum of 14 (fourteen) days, unless the law provides otherwise. In the case of complex complaints, which require more time for examination and settlement, a provisional reply will be sent indicating the reasons why the reply to the complaint will be delayed and the final settlement deadline will be specified, which will not exceed maximum 30 calendar days, calculated from the day on which the Bank received the Client's complaint.

8.9.4. If the Client is not satisfied with the decision of the Bank regarding his complaint, the former can appeal, if necessary, to the supervisory authority: the National Bank of Moldova or the courts, according to the procedure prescribed by the law.

VIII.10. GUARANTEE OF FUNDS

8.10.1. The Client's funds on bank accounts opened with the Bank shall be guaranteed within the limits set by the Deposit Guarantee Fund in the banking system (DGFBS) and under the terms and conditions established by the current regulatory enactments in the field of deposit guarantee. The Bank publishes on its website and in all its branches information on the guarantee of deposits in the banking system by the Deposit Guarantee Fund in the banking system and the list of deposits not subject to guarantee. The information form for depositors in Romanian language is available here https://www.victoriabank.md/economii-si-investitii/depozite-la-termen

Confidențial
Atenţie! Se interzice deţinerea, sustragerea, alterarea, multiplicarea, distrugerea sau folosirea acestui document fără a dispune de drept de acces autorizat!