

**CONTRACT DE PRESTARI DE SERVICII DE INVESTITII FINANCIARE  
prin sistemul de tranzactionare prin internet StartradeRO  
– Termeni si Conditii –**

Prezentul Contract de prestari de servicii de investitii financiare (“**Contractul**”) este incheiat intre:

**Tradeville S.A.**, societate de servicii de investitii financiare, cu sediul in București, sectorul 3, Calea Vitan nr. 6A, Bl. B, Tronson B, et. 3, avand codul de inregistrare fiscala RO8694021 si numarul de ordine in Registrul Comertului J40/5868/1996, autorizata pentru prestarea de servicii de investitii financiare prin Decizia CNVM nr. 2225/15.07.2003, inregistrata in Registrul ASF sub numarul PJR01SSIF/400033 din data de 17.05.2006 si la ANSPDCP sub numarul 4283, reprezentata prin dna. Marinescu Madalina Florentina, Specialist piata de capital in cadrul Departamentului Operatiuni – Back Office, denumita in cele ce urmeaza “**SSIF**”,

si

**Titularul de cont**, identificat prin cererea de deschidere de cont – Formular de deschidere de cont (Anexa 1), numit in cele ce urmeaza „**Client**”.

**Preambul:**

- (i) Clientul declara ca serviciile de investitii financiare ce fac obiectul prezentului Contract sunt furnizate de SSIF la initiativa Clientului;
- (ii) Clientul declara ca tranzactiile cu instrumente financiare ce fac obiectul prezentului Contract, corespund cu obiectivele sale investitionale, cu gradul sau de experienta si cu apetitul sau pentru risc;
- (iii) Clientul declara ca este un investitor informat, cu pregatire in domeniul tranzactiilor cu instrumente financiare de tipul celor ce fac obiectul prezentului Contract si intelege si isi asuma fara rezerve si in totalitate riscurile asociate acestor tranzactii astfel incat solicita incheierea prezentului Contract de prestari de servicii de investitii financiare prin sistemul de tranzactionare prin internet StartradeRO in termenii si conditiile expuse in cele urmeaza.

**1. Obiectul Contractului**

1.1 SSIF presteaza in beneficiul Clientului servicii de investitii financiare constand in preluarea si executarea ordinelor si instructiunilor primite de la Client prin intermediul sistemului de tranzactionare prin internet operat de SSIF, in legatura cu instrumentele financiare admise la tranzactionare pe piata reglementata respectiv pe sistemul multilateral de tranzactionare, sau prin orice alt sistem de tranzactionare agreeat si aprobat de institutiile abilitate din Romania la care SSIF detine calitatea de Participant.

1.1<sup>1</sup> Prin sistemului de tranzactionare prin internet operat de SSIF se intelege platforma principala de tranzactionare si comunicare pusa la dispozitie Clientului de SSIF (<https://2.tradeville.ro/>).

1.2 Pentru derularea prezentului Contract, SSIF va presta in beneficiul Clientului si alte servicii si activitati de investitii principale si servicii auxiliare pentru care este autorizat, in functie de specificul activitatii de tranzactionare, de capacitatile si de disponibilitatea SSIF. Serviciile de consultanta de investitii si de administrare de portofolii nu fac obiectul prezentului Contract.

**FINANCIAL INVESTMENTS SERVICES AGREEMENT  
via StartradeRO Internet trading system  
- Terms and Conditions -**

This financial investment service agreement (the “**Agreement**”) has been entered by and between:

**Tradeville S.A.**, a financial investment service company with office in Bucharest, 3rd District, 6A Calea Vitan, Bl. B, B Section, 3rd floor, having the tax registration number RO8694021 and Trade Register number J40/5868/1996, authorized to provide financial investment services under the CNVM Decision no. 2225/15.07.2003, entered into the ASF (Financial Supervisory Authority) Register under no. PJR01SSIF/400033 dated 17.05.2006 and with ANSPDCP (National Personal Data Processing Authority) under no. 4283, represented by Ms. Marinescu Madalina Florentina, capital market specialist within the Operations Department – Back Office, hereinafter referred to as the “**SSIF**”,

and

**Account Holder**, as identified in the account opening application – Account Opening Form (Annex 1), hereinafter referred to as the “**Customer**”.

**Preamble:**

- (i) The Customer hereby states that the SSIF provides the financial investment services referred to herein at Customer’s initiative;
- (ii) The Customer hereby states that the trading with the financial instruments referred to herein meets his investment goals, his experience level and risk appetite;
- (iii) The Customer states that he is an informed investor trained in the field of trading with such financial instruments as referred to herein and he understands and undertakes without reserve all and any risks related to such transactions and, thus, demands the execution of this Financial Investments Services Agreement via StartradeRO Internet Trading System under such terms and conditions as follows.

**1. Object of the Agreement**

1.1 The SSIF performs financial investment services to Customer’s benefit, such as receiving and fulfilling the directions given by Customer via the Internet trading system operated by the SSIF in relation to the financial instruments accepted for trading on a regulated market, respectively via the multilateral trading system or any other trading system as agreed and approved by the relevant Romanian institutions in which the SSIF is Participant.

1.1<sup>1</sup> The internet trading system operated by SSIF means the main trading and communication platform made available to the Client by SSIF (<https://2.tradeville.ro/>)

1.2 For the fulfilment of this Agreement, the SSIF shall provide to Customer’s benefit additional main investment services and activities and ancillary services for which it is authorized, depending on the specificity of the trading activity, on SSIF’s capacities and availability. Investment consultancy and portfolio management services do not fall under the scope hereof.

1.3 Locurile de tranzactionare si instrumentele financiare la care Clientul are acces in temeiul prezentului Contract sunt descrise in Documentul de prezentare a SSIF (Anexa 2).

## **2. Durata Contractului**

2.1 Prezentul Contract intra in vigoare la data semnarii sale de catre ambele parti contractante.

2.2 Prezentul Contract se incheie pe baza cererii de deschidere de cont a Clientului – Formular de deschidere de cont (Anexa 1), semnata olograf sau prin semnatura electronica calificata bazata pe un certificat calificat eliberat de un stat membru al Uniunii Europene, de catre Client ori de reprezentantul sau autorizat si insotita de documentele solicitate de SSIF pentru deschiderea de cont.

2.3 SSIF isi rezerva dreptul sa nu accepte sau sa limiteze accesul Clientului la unul sau mai multe dintre tipurile de conturi solicitate prin cererea de deschidere de cont, in cazul in care considera ca a primit de la Client informatii insuficiente, care induc in eroare sau sunt neadevurate, precum si in cazul in care documentele depuse de Client in vederea deschiderii contului sunt incomplete sau incompatibile cu regulile operatorului de piata sau ale operatorului de sistem.

2.4 Prezentul Contract se incheie pe perioada nedeterminata si inceteaza in cazurile si conditiile prevazute mai jos.

## **3. Deschiderea de cont**

3.1 Exclusiv pentru a tine evidenta operatiunilor ce fac obiectul Contractului, SSIF deschide si opereaza in sistemul intern de backoffice in numele si in contul Clientului conturi distincte (conturi StartradeRO) in functie de moneda in care au loc operatiunile. In aceste conturi vor fi evidentiate toate detinerile si operatiunile cu instrumente financiare si numerar ale Clientului, efectuate in baza prezentului Contract. Clientul va avea acces la instrumente financiare cotate in alta moneda decat RON, ce sunt tranzactionate in locurile prevazute la art. 1 de mai sus, in masura in care SSIFul notifica Clientului aceasta posibilitate. Toate aceste operatiuni, precum si detinerile de Instrumente Financiare si numerar ale Clientului vor fi evidentiate de catre SSIF in conturi distincte de cele proprii ale SSIF, deschise si operate de SSIF in conformitate cu prevederile prezentului Contract.

3.2 Clientul este obligat sa alimenteze contul/conturile cu suma minima si in monedele, prevazute de SSIF prin Anexa 3, in termen de cel mult 30 de zile de la data activarii contului/conturilor. In cazul care Clientul nu alimenteaza contul/conturile in termenul sus mentionat, SSIF poate sa ii suspende Clientului accesul la contul/conturile respective. Alimentarea cu numerar a contului/conturilor Clientului se face prin virament bancar in contul bancar „clienti” indicat de SSIF. In vederea alimentarii cu numerar, Clientul va preciza ce cont doreste a alimenta acceptand efectuarea schimbului valutar de catre SSIF, dupa caz.

3.3 Clientul intelege si se obliga sa depuna fondurile sau sa transfere instrumentele financiare in contul deschis la SSIF anterior lansarii unui ordin de cumparare, respectiv de vanzare, prevederile art. 9.4 ramanand aplicabile.

3.4 Clientul declara ca, anterior incheierii prezentului Contract, SSIF i-a furnizat in timp util Documentul de prezentare a SSIF (Anexa 2), care cuprinde toate informatiile referitoare la SSIF si la serviciile de investitii financiare prestate de acesta, necesar a fi aduse la cunostinta Clientului conform reglementarilor aplicabile, incluzand, fara limitare:

- (i) informatiile privind SSIF si serviciile oferite de acesta clientilor si clientilor potentiali;
- (ii) informatiile privind instrumentele financiare ce vor fi tranzactionate,

1.3 The trading places and the financial instruments to which the Customer has access hereunder are described in the SSIF's Presentation Document (Annex 2).

## **2. Contractual term**

2.1 This agreement shall enter into force on the date of signature by both parties hereto.

2.2 This agreement is executed based upon Customer's account opening application – Account Opening Form (Annex 1), signed by hand or qualified electronic signature based on a qualified certificate issued in one Member State of the European Union, by the Customer or by his authorized representative and accompanied by such documentation as requested by the SSIF for the account opening.

2.3 The SSIF reserves the right not to accept or to limit Customer's access to one or several types of accounts requested under the account opening application, when they find that the information received from the Customer is insufficient, misleading or inappropriate, as well as when the documentation submitted by the Customer for opening the account is incomplete or incompatible with the rules of the market operator or of the system operator.

2.4 This agreement is executed for an unlimited period and shall cease under such terms and conditions as laid down below.

## **3. Account Opening**

3.1 For the exclusive purpose of keeping records of the operations hereunder, the SSIF shall open and operate in the internal back-office system distinct accounts (StartradeRO accounts) in the name and on behalf of Customer, by the currency of operations. All and any of Customer's financial instruments and cash held and related operations conducted hereunder shall be entered in such accounts. The Customer shall have access to such financial instruments quoted in another currency than RON that are traded in such places as laid down in article 1 above, insofar as the SSIF notifies the Customer that he can do this. The SSIF shall enter all such operations as well as the Financial Instruments and the cash held by the Customer in accounts that are different from SSIF's own accounts, opened and operated by the SSIF in compliance with the provisions herein.

3.2 The Customer must fund the account(s) with such minimum amount and in the currencies required by the SSIF in Annex 3, within 30 days as of the activation of the account(s). Should the Customer fail to make such funding into the account(s) within such time as abovementioned, the SSIF may suspend Customer's access to the account(s). Cash payments into Customer's account(s) are made via bank transfer into the "Customers" bank account specified by the SSIF. In order to make cash payments, the Customer shall specify the account he intends to fund and accept the SSIF exchange the currency, as applicable.

3.3 The Customer understands and undertakes to deposit the funds or transfer the financial instruments in the account opened with the SSIF before the launching of a purchase order, respectively sale order and provisions of article 9.4 shall remain applicable.

3.4 The Customer declares that, before entering into this agreement, the SSIF provided to him in due time the SSIF Presentation Document (Annex 2) setting out all and any information regarding the SSIF and the financial investment services rendered by the same, which must be notified to the Customer according to applicable regulations, including without limitation to:

- (i) information about the SSIF and the services provided by them to customers and to potential customers;
- (ii) information about the financial instruments to be traded;

- (iii) informatii privind protejarea instrumentelor financiare si a fondurilor clientilor,
- (iv) informatii privind costurile si cheltuielile aferente prestarii serviciilor de investitii financiare ce fac obiectul prezentului contract.

3.5 Clientul declara in mod expres ca a citit integral Documentul de prezentare a SSIF (Anexa 2), l-a inteles, a luat cunostinta in mod complet de acesta si nu are nicio rezerva in legatura cu acesta.

#### **4. Transmiterea, preluarea si executarea ordinelor**

4.1 Clientul declara ca are acces la internet in mod regulat si ca este de acord cu utilizarea comunicarii prin internet pentru transmiterea de ordine si instructiuni catre SSIF si pentru alte comunicari facute intre parti. SSIF este autorizat in mod expres de catre Client sa preia, sa transmita si sa execute ordinele si instructiunile primite de SSIF de la Client prin mijlocul de comunicare la distanta mentionat anterior.

**4.2 Procedura alternativa.** In cazul in care, din motive tehnice sau de alta natura, sistemul de tranzactionare prin internet StartradeRO operat de SSIF devine temporar inoperant sau Clientul se afla temporar in imposibilitatea de a accesa sistemul de tranzactionare, Clientul isi exprima acordul expres cu privire la utilizarea comunicarii prin fax sau prin telefon pentru preluarea si transmiterea de ordine si instructiuni catre SSIF si pentru alte comunicari, SSIF fiind autorizat prin prezentul Contract sa preia, sa transmita si sa execute ordinele si instructiunile primite de la Client prin mijloacele de comunicare la distanta anterior mentionate. In cazul in care, din motive tehnice sau de alta natura, sistemul de tranzactionare prin internet StartradeRO operat de SSIF devine temporar inoperant, Clientul intelege sa nu tina responsabil SSIF pentru niciun prejudiciu pe care l-ar putea suporta din aceasta cauza.

4.3 Transmiterea telefonica a ordinelor si instructiunilor Clientului se va face numai la numerele de telefon special alocate de SSIF pentru preluarea acestora. Clientul isi exprima consimtamantul expres pentru inregistrarea si stocarea de catre SSIF pe suport electronic/optic sau pe un suport echivalent a ordinelor, instructiunilor si/sau confirmarilor transmise telefonic de catre Client.

4.4 Clientul poate accesa sistemul de tranzactionare prin internet StartradeRO operat de SSIF, printr-un computer sau un telefon mobil conectat la internet prin orice tip de protocol, la adresa site-ului de internet al SSIF ([www.tradeville.ro](http://www.tradeville.ro) sau [m.tradeville.ro](http://m.tradeville.ro)) sau la orice alta adresa de back-up comunicata de SSIF, sub protectia userului si a parolei alese de Client.

4.5 Clientul isi asuma intreaga responsabilitate cu privire la ordinele si instructiunile receptionate de catre SSIF, comunicate sub parola de catre Client prin sistemul de tranzactionare prin internet. SSIF nu va putea fi tinut raspunzator de catre Client sau de o alta persoana sau entitate pentru niciun prejudiciu suferit de oricare dintre acestea ca urmare a preluarii, transmiterii si executarii de catre SSIF a ordinelor sau instructiunilor primite de la Client prin acest mijloc de comunicare la distanta.

4.6 Clientul declara in mod expres ca este singurul utilizator autorizat al sistemului de tranzactionare prin internet operat de SSIF, in baza prezentului contract si intelege necesitatea si, totodata, se obliga sa isi actualizeze periodic parola de acces care ii permite autentificarea in sistem. Pastrea confidentialitatii user-ului, a parolei de acces si a oricaror alte elemente de securitate care permit autentificarea Clientului in sistem, accesarea evidentei contului sau deschis la SSIF si utilizarea oricarei functiuni a sistemului de tranzactionare prin internet constituie responsabilitatea exclusiva a Clientului.

4.7 Clientul va putea solicita asistenta utilizand datele de contact urmatoare: mesagerie platforma Live Help, email: [help@tradeville.ro](mailto:help@tradeville.ro),  
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- (iii) information about the protection of customers' financial instruments and funds;
- (iv) Information about the costs and the expenses related to the supply of the financial investment services referred to hereunder.

3.5 The Customer specifically declares to have read in full the SSIF Presentation Document (Annex 2), to have understood it and be fully familiar with the same and to have no reserve about it.

#### **4. Sending, taking over and execution of Orders**

4.1 The Customer declares that he has regular access to the Internet and that he agrees to use Internet communication in order to send orders and directions to the SSIF and for any other communication between parties. The Customer specifically authorizes the SSIF to take over, to send and to execute the orders and directions from Customer via such means of remote communication as mentioned above.

**4.2 Alternative Procedure.** If, due to technical or other reasons, the StartradeRO Internet trading system operated by the SSIF becomes temporarily inoperative or the Customer is temporarily unable to access the trading system, the Customer specifically agrees to use fax or telephone communication for the reception and the delivery of orders and directions to the SSIF and for any other communication, and the SSIF is hereby authorized to receive, to deliver and to execute the orders and directions received from the Customer via the above-mentioned means of remote communication. If, due to technical or other reasons, StartradeRO Internet trading system operated by the SSIF becomes temporarily inoperative, the Customer understands not to hold the SSIF liable for any damage the former might suffer due to that reason.

4.3 The Customer should send any orders and directions by using such telephone numbers as specifically indicated by the SSIF for the reception thereof. The Customer specifically agrees with the SSIF recording and saving on electronic/optical or equivalent medium any orders, directions and/or acknowledgments sent by the Customer by telephone.

4.4 The Customer can access the StartradeRO Internet trading system operated by the SSIF by using a computer or mobile telephone connected to the Internet via any protocol type, on the SSIF Internet site ([www.tradeville.ro](http://www.tradeville.ro) or [m.tradeville.ro](http://m.tradeville.ro)) or at any other back-up address notified by the SSIF, subject to the username and password chosen by the Customer.

4.5 The Customer takes upon himself all and any responsibility in relation to the orders and directions received by the SSIF and delivered by the Customer under password via the Internet trading system. The SSIF cannot be held liable by the Customer or by any other person or entity for any damage suffered by any of the latter as a result of receiving, sending and accomplishing the orders or the directions received from the Customer via such means of remote communication.

4.6 The Customer specifically declares to be the only authorized user of the Internet trading system operated by the SSIF under this Agreement, to understand the need and also undertakes to update on regular basis his access password allowing the login to the system. Keeping confidential the username, the access password and any other security data allowing the Customer to log in the system, any access to the records of his account opened by the SSIF and using any of the Internet trading system functions are Customer's exclusive responsibility.

4.7 The Customer can ask for assistance at the following contact details: Live Help messenger service in the trading platform, email:

telefon: (+40) 21 318 75 55, pentru a obtine lamuriri privind functiunile si informatiile disponibile in sistemul de tranzactionare prin internet operat de SSIF, pentru a obtine informatii cu privire la activitatea desfasurata in contul sau, la instrumente financiare, emitenti sau pietei si pentru a se informa cu privire la regulile si procedurile de tranzactionare aplicabile pietei sau sistemului de tranzactionare relevant, optand astfel pentru un cont asistat.

4.8 Clientul declara ca, anterior incheierii prezentului contract, SSIF i-a furnizat in timp util Politica de executare a ordinelor publicata pe web site-ul acestuia ([www.tradeville.ro](http://www.tradeville.ro)). Clientul declara ca a citit, a inteles, cunoaste si este de acord cu Politica SSIF de executare a ordinelor. Preluarea, transmiterea si executarea oricarui ordin de tranzactionare receptionat de SSIF prin mijloacele prevazute in prezentul Contract este conditionata de existenta instrumentelor financiare sau, dupa caz, a sumelor necesare in contul Clientului deschis la SSIF si de conditiile specifice locului de tranzactionare.

4.9 Clientul declara ca este de acord si intelege ca, in cazurile prevazute de Codul Depozitarului Central, inclusiv in cazul neindeplinirii obligatiei de plata de catre banca de decontare, in situatia in care participantul si-a indeplinit obligatiile de plata fata de banca de decontare (dar fara a se limita la acest caz), Depozitarul Central poate aplica cu rezolutiunea de plin drept a unei tranzactii ca urmare a solicitarii scrise a Depozitarului Central, in conformitate cu reglementarile acestuia si cu prevederile contractului incheiat intre B.V.B. si Depozitarul Central. Desfiintarea retroactiva Rezolutiunea de plin drept a unei tranzactii produce efecte fara a fi necesara interventia vreunei instante judecatoresti sau arbitrale ori indeplinirea vreunei alte formalitati prealabile si nu confera Clientului, in nicio situatie, dreptul de a solicita pretenții, daune sau cheltuieli de orice natura, provocate direct sau indirect de aceasta. Rezolutiunea de plin drept a unei tranzactii bursiere va opera dupa data initiala a decontarii tranzactiei, in conformitate cu reglementarile Depozitarului Central. Rezolutiunea de plin drept a unei tranzactii bursiere se constata de catre Depozitarul Central, se comunica in scris B.V.B. de catre Depozitarul Central si se opereaza de catre B.V.B..

4.10 Clientul este de acord, in mod definitiv si irevocabil ca, in cazul in care Clientul nu isi indeplineste obligatiile de plata aferente operatiunilor de decontare a tranzactiilor ce fac obiectul prezentului Contract, atunci devin incidente si se vor aplica cu prioritate dispozitiile din Codul Depozitarului Central privind procedura de vanzare speciala (sell-out speciala si impusa), intr-un asemenea caz SSIF avand dreptul de a utiliza instrumentele financiare ale Clientului conform dispozitiilor din Codul Depozitarului Central.

## 5. Furnizarea de confirmari, rapoarte si informatii

5.1 SSIF va furniza Clientului, prin sistemul de tranzactionare prin internet operat de SSIF, urmatoarele rapoarte:

- a) confirmari de executare a ordinelor, cel mai tarziu in prima zi lucratoare ce urmeaza executarii ordinului sau;
- b) extrase de cont, care contin date privind instrumentele financiare si disponibilul de numerar existent in contul/conturile Clientului deschis(e) la SSIF actualizate zilnic;
- c) rapoarte privind activitatea de tranzactionare pe contul/conturile StartradeRO, actualizate permanent;
- d) informatii despre toate costurile si cheltuielile, inclusiv despre costurile si cheltuielile aferente serviciului de investitii si instrumentului financiar, care nu sunt generate de aparitia riscului de pe piata activului-suport, in forma agregata, cel putin anual; la cererea clientului aceasta informare poate fi furnizata si in mod defalcat;
- e) informari privind evenimentele corporative in legatura cu instrumentele financiare detinute in portofoliu de catre Client, ca

[help@tradeville.ro](mailto:help@tradeville.ro), phone: (+40) 21 318 75 55, in order to obtain clarifications about the available functions and information of the Internet trading system operated by the SSIF, to obtain information about his account movements, financial instruments, issuers or markets and about the trading rules and procedures applicable to the market or to the relevant trading system, thus opting for an assisted account.

4.8 The Customer declares that, before entering into this agreement, the SSIF provided to him in due time the Policy of Order Execution published on the latter's website ([www.tradeville.ro](http://www.tradeville.ro)). The Customer declares to have read, understood, to be familiar with and to agree to SSIF's policy of order execution. The reception, delivery and execution of any trading order received by the SSIF via such means as laid down herein is conditional on the availability of such financial instruments or necessary amounts of money in Customer's account opened with the SSIF and on the specific conditions of the trading venue.

4.9 The Customer declares that he agrees and understands that, in such cases stipulated by the Depozitarul Central's Rulebook, respectively in case of a payment non-fulfilment by the settlement bank, provided that the Customer himself has fulfilled his payment obligation (but not limited to such case), the Central Depository can apply a lawful termination of any transaction upon the written request of the Central Depository, pursuant to latter's regulations and to the provisions of the agreement executed between Bucharest Stock Exchange and the Central Depository. The retrospective termination of a transaction can be effective without any law court or arbitral court intervention or fulfilment of any prior formality and does not give the Customer a right to claims, damages or expenses of any nature, in any situation, whether cause directly or indirectly by this event. The lawful termination of any stock exchange transaction becomes effective after the transaction settlement initial date, pursuant to the regulations of the Central Depository. The effective lawful termination of a Stock Exchange transaction should be acknowledged by the Central Depository, notified in writing to the Bucharest Stock Exchange by the Central Depository and operated by the Bucharest Stock Exchange.

4.10 The Customer agrees, definitively and irrevocably that, in case the Customer does not meet Customer's payment obligations in connection to transactions settlement operations subject to this Agreement, then it becomes applicable and shall apply as a matter of priority the provisions of Depozitarul Central's Rulebook regarding sell-out (special and imposed sell-out) procedure, in such a case the SSIF having the right to use the Customer's financial instruments (securities) according to the provisions of the Depozitarul Central's Rulebook.

## 5. Provision of Confirmations, Reports and Information

5.1 The SSIF shall provide to the Customer via the Internet trading system operated by the SSIF the following reports:

- a) order execution confirmations, no later than the first working day following the order execution or;
- b) account statements laying down details about the financial instruments and the available cash in Customer's account(s) open with the financial investment service company updated on a daily basis;
- c) reports on the trading activity carried out in the StartradeRO account(s), updated on permanent basis;
- d) information about all costs and expenditures, including the costs and expenditures related to the investment service and the financial instrument, which are not generated by occurrence of the risk on the market of the support asset, in the agreed form, at least on a yearly basis; upon customer's request, such information can be provided in broken down form;
- e) information about corporate events in relation to the financial instruments held in Customer's portfolio as result of a statutory

urmare a unei hotarari a organelor statutare sau de catre un ofertant, precum: distributii in bani sau instrumente financiare si restructurari de capital.

5.2 Clientul declara si se obliga sa se asigure ca sistemele informatice utilizate de acesta pentru accesarea sistemului de tranzactionare prin internet permit descarcarea si salvarea rapoartelor transmise de SSIF prin acest sistem. Totodata, Clientul declara ca este de acord ca rapoartele mentionate in prezentul contract si in reglementarile aplicabile sa ii fie transmise de SSIF exclusiv in forma electronica, prin sistemul de tranzactionare prin internet operat de SSIF.

5.3 Clientul se obliga sa notifice in scris SSIF cu privire la orice eroare aparuta in continutul informatiilor si rapoartelor primite in termen de cel mult 36 (treizeci si sase) de ore de la momentul la care acestea au devenit disponibile prin intermediul sistemului de tranzactionare prin internet operat de SSIF. Dupa expirarea termenului stabilit, continutul raportului se considera aprobat de catre Client.

5.4 SSIF va pune la dispozitia Clientului prin sistemul de tranzactionare prin internet informatii privind instrumentele financiare admise la tranzactionare pe pietele reglementate, respectiv sistemele multilaterale de tranzactionare, emitentii de instrumente financiare si evolutia pietelor, precum si conditiile specifice tipului de instrument financiar sau ale locului de tranzactionare, dupa caz.

## 6. Evidenta contului Clientului

6.1 SSIF va tine evidenta separata a detinerilor de instrumente financiare din contul/conturile Clientului, distinct de cele ale SSIF, si evidenta contabila separata a sumelor primite de la Client sau cuvenite acestuia. SSIF va tine evidenta operatiunilor de tranzactionare ale Clientului in sistemul intern, in functie de moneda de decontare a tranzactiilor cu instrumentele financiare detinute de client.

6.2 Contul de numerar al Clientului va fi creditat cu:

- a) sumele de bani depuse de Client in contul bancar „clienti” indicat de SSIF; la alimentarea contului/conturilor de tranzactionare StartradeRO, Clientul va preciza contul/conturile pe care doreste a se efectua alimentarea, tinand cont de moneda si de conditiile de schimb valutare prevazute in Anexa 3 la prezentul Contract;
- b) sume de bani incasate din procesarea evenimentelor corporative ale emitentilor si orice alte sume de bani platite de emitenti detinatorului Instrumentelor Financiare evidentiata in contul Clientului;
- c) pretul incasat din vanzarea Instrumentelor Financiare evidentiata in contul/conturile Clientului.

6.2<sup>1</sup> In SSIFcazul in care SSIF crediteaza contul de numerar al Clientului cu sume de bani necuvenite acestuia, Clientul se obliga sa notifice imediat SSIF despre aceasta si sa nu utilizeze si sa nu retraga sumele respective ci sa le restituie imediat SSIF. Prin prezenta prevedere, Clientul autorizeaza in mod expres si irevocabil SSIF sa retraga din contul de numerar al Clientului sumele respective. Daca Clientul utilizeaza si/sau retrage sumele respective inainte ca SSIF sa retraga aceste sume, Clientul autorizeaza in mod expres si irevocabil SSIF ca intr-un astfel de caz SSIF sa vanda la pretul pietei oricare din Instrumentele Financiare din portofoliul Clientului pana la acoperirea contravalorii acelor sume utilizate si/sau retrase de Client si sa, respective, SSIF sa retraga din contul de numerar al Clientului sumele obtinute din aceasta vanzare si orice alte sume din cont pana la acoperirea integrala a contravalorii sumelor de bani pe care Clientul este obligat sa le restituie SSIF conform prezentei prevederi.

6.3 Contul de numerar al Clientului va fi debitat cu:

*Data actualizarii: 07 noiembrie 2022*

body resolution or by an offeror, such as: distribution in cash or financial instruments and capital restructuring.

5.2 The Customer declares and undertakes to make sure that the information systems he uses for accessing the Internet trading system allow the downloading and saving of reports sent by the SSIF through the system. Moreover, the Customer declares that he agrees that the SSIF can send to him the reports mentioned herein and in the applicable regulations solely in electronic form via the Internet trading system operated by the SSIF.

5.3 The Customer undertakes to notify the SSIF in writing about any error occurred in the content of the received information and reports within maximum 36 (thirty-six) hours as of the moment they became available via the Internet trading system operated by the SSIF. Upon the expiry of such timeframe, the content of the report shall be deemed approved by the Customer.

5.4 The SSIF shall make available to the Customer via the Internet trading system the information on the financial instruments accepted for trading on regulated markets, respectively the multilateral trading systems, the issuers of financial instruments and market trends, as well as the specific conditions of each financial instrument type or of the trading venue, as applicable.

## 6. Customer Account Records

6.1 The SSIF shall keep separate records of the financial instruments held in Customer's account(s) distinctly from SSIF's accounts, and separate accounting records of the amounts of money received from or payable to the Customer. The SSIF shall keep records of Customer's trading operations in the former's internal system, in the currency used for settling the transactions with financial instruments held by the Customer.

6.2 Customer's cash account shall be credited with:

- a) the amounts of money deposited by the Customer into "customers" bank account specified by the financial investment service company; when making payments into the StartradeRO trading account(s), the Customer should specify the account(s) into which payment should be made, taking into consideration the currency and the currency exchange conditions set out in Annex 3 hereto;
- b) the amounts of money received from the processing of issuers' corporate events and any other amounts of money paid by issuers to the holder of the Financial Instruments pointed out in Customer's account;
- c) the price received from selling the Financial Instruments provided in Customer's account(s).

6.2<sup>1</sup> If the SSIF transfers in the Client's cash undue amount of money to which the Client is not entitled, the Client undertakes to immediately notify the SSIF of this and not to use or withdraw the respective amounts, but to return them immediately to the SSIF. By this provision, the Client expressly and irrevocably authorizes the SSIF to withdraw from the Client's cash account the undue amounts. If the Client uses and/or withdraws the respective amounts before the SSIF withdraws these amounts, the Client expressly and irrevocably authorizes the SSIF in such case to sell at market price any of the Financial Instruments in the Client's portfolio until it is covered the equivalent value of such amounts used and/or withdrawn by Client, respectively, to withdraw from the Client's cash account the amounts obtained from this sale and any other amounts from the Client's cash account up to cover in full the value of the amounts of money the Client is obliged to return to SSIF according to this provision.

6.3 Customer's cash account shall be debited with:

- a) sumele de bani retrase de catre Client, la cerere, conform clauzei 6.4 b); la retragerea numerarului, Clientul va preciza contul/conturile din care se doreste operarea retragerii si va tine cont de moneda si de conditiile de schimb valutar prevazute in Anexa 3 la prezentul Contract;
- b) pretul platit pentru Instrumentele Financiare detinute in contul Clientului;
- c) taxele, comisioanele si celelalte costuri aferente operatiunilor efectuate de SSIF in numele si pe seama Clientului;
- d) impozitul retinut in baza legilor nationale si/sau a conventiilor internationale aplicabile, dupa cum este cazul;
- e) sume de bani platite pentru participarea in cadrul evenimentelor corporative ale emitentilor;
- f) sumele de bani retrase de catre SSIF conform art. 6.2<sup>1</sup> de mai sus. Aceste sume vor fi debitate cu prioritate fata de orice alte sume.

#### 6.4 Sumele de bani din creditul contului/conturilor Clientului:

- a) sunt depuse in conturi bancare "clienti", deschise de SSIF la institutii de credit alese de acesta;
- b) sunt platibile la cererea Clientului, in prima zi lucratoare de la data primirii cererii de catre SSIF, cu exceptia sumelor necesare pentru finalizarea tranzactiilor aflate in stare de executie sau de decontare, precum si a sumelor datorate SSIF de catre Client in baza raporturilor contractuale stabilite intre acestia. SSIF isi rezerva dreptul de a nu efectua plata in cazul primirii unor instructiuni de plata incomplete sau eronate sau atunci cand suma care se doreste a fi transferata nu acopera toate obligatiile de plata, incluzand dar fara a se limita la taxele si comisioanele percepute de banca in scopul efectuarii transferului;
- c) nu sunt purtatoare de dobanzi in beneficiul Clientului.

6.5 SSIF este autorizat de Client sa efectueze schimbul valutar al sumelor existente in contul Clientului in valuta necesara pentru decontare. Schimbul valutar va fi efectuat la cursul valutar al bancii prin care se efectueaza schimbul, fara perceperea unui comision de catre SSIF. Clientul va putea contesta cursul de schimb valutar numai daca SSIF va aplica un curs de schimb diferit de cursul de schimb practicat de banca.

6.6 Exceptand situatia prevazuta la art. 6.4 lit. b), Clientul solicita in mod expres prin prezentul Contract pastrarea contravalorii instrumentelor financiare vandute in contul sau deschis la SSIF, in vederea reinvestirii.

6.7 Clientul are cunostinta ca, potrivit reglementarilor aplicabile, in cazul incapacitatii SSIF de a returna fondurile banesti sau instrumentele financiare ce apartin Clientului, acesta va putea fi compensat financiar de Fondul de Compensare a Investitorilor, in limita plafonului stabilit de Autoritatea de Supraveghere Financiara (ASF).

6.8 SSIF va actiona cu diligena pentru a pastra in siguranta fondurile Clientului si in ceea ce priveste selectarea, desemnarea si verificarea institutiilor de credit, avand in vedere experienta si reputatia profesionala a acestora. Clientul declara ca a fost informat si este de acord ca Instrumentele sale Financiare detinute la SSIF sunt pastrate la depozitarul desemnat de operatorul de piata sau operatorul de sistem al pietei pe care instrumentele respective se tranzactioneaza, depozitar agreeat si aprobat de autoritatile abilitate din Romania. Cu toate acestea, SSIF nu actioneaza in calitate de garant al depozitarului si/sau al institutiilor de credit unde sunt depozitate fondurile si Instrumentele Financiare ale Clientului si nu garanteaza Clientului solvabilitatea acestora.

- a) such amounts of money withdrawn by the Customer on request according to provisions of term 6.4 b); upon cash withdrawal, the Customer should specify the account(s) from which the withdrawing should be operated, taking into consideration the currency and the currency exchange conditions laid down in Annex 3 hereto;
- b) the price paid for the Financial Instruments held in the Customer account;
- c) the taxes, fees and other costs related to the operations carried out by the financial investment service company in the name and on behalf of the Customer;
- d) the tax withheld according to the domestic law and/or to the relevant international conventions, as applicable;
- e) the amounts of money paid for attending issuers' corporate events;
- f) the amounts withdrawn by SSIF according to clause 6.2<sup>1</sup> above. These amounts shall be debited with priority over any other amounts.

#### 6.4 The amounts of money credited to Customer account(s):

- a) are deposited in "customers" bank accounts opened by the SSIF with such credit institutions as chosen by it;
- b) are payable, upon Customer's request, on the first working day as of the receipt by the SSIF of the request, less the money that are necessary to complete the transactions pending execution or settlement, as well as the money payable by the Customer to the SSIF under the contractual relationships between them. The financial investment service company reserves the right not to make payment in case of receiving payment directions that are incomplete or wrong or when the amount intended for payment fails to cover all the payment obligations, including, without limitation, taxes and fees charged by the bank for payment purposes;
- c) are not bearing interest for Customer's benefit.

6.5 The SSIF is authorized by the Customer to exchange the money available in Customer's account into such currency as needed for settlement purposes. The currency exchange shall be done at the rate of bank where the currency exchange is performed, free of any SSIF fee. The Customer may only challenge the currency exchange if the SSIF applies a rate that is different from the exchange rate applied by the bank.

6.6 By way of exception from the situation provided at article 6.4 b), the Customer specifically requests hereby that the value of the financial instruments sold in his account opened with the SSIF should be kept for reinvestment purposes.

6.7 The Customer is aware that, according to the applicable regulations, in case the SSIF is unable to return the funds or the financial instruments belonging to the Customer, the latter can be indemnified by the Investor Compensation Fund within the cap decided by the Financial Supervisory Authority (ASF).

6.8 The SSIF shall act diligently for safekeeping Customer's funds in terms of selecting, appointing and checking the credit institutions, having regard to the experience and the professional reputation thereof. The Customer declares that he has been informed and agrees that his Financial Instruments held by the SSIF should be kept by such depositary as appointed by the market operator or by the system operator of the market where such instruments are traded, such depositary being agreed and approved by the relevant Romanian authorities. However, the SSIF does not act as a guarantor of the depositary and/or of the credit institutions where Customer's funds and financial instruments are deposited and does not guarantee the solvency thereof.

## 7. Comisioane si taxe

7.1 In schimbul serviciilor prestate de SSIF, Clientul se obliga sa plateasca SSIF comisioanele si taxele prevazute in Anexa 3 la prezentul Contract, precum si toate taxele si costurile datorate unor terti in legatura cu tranzactiile efectuate pe contul Clientului (ex. taxa de tranzactionare ASF).

7.2 SSIF poate modifica structura si cuantumul comisiunilor si taxelor percepute Clientului, atat in sensul majorarii, cat si in sensul diminuarii acestora, si/sau poate introduce noi comisioane si/sau taxe numai cu notificarea scrisa prealabila a Clientului in conformitate cu prevederile art. 14 din prezentul Contract. Comisionul / taxa modificat(a) si/sau nou introdus(a) va deveni aplicabil(a) la data comunicata de SSIF prin notificare, care va fi ulterioara cu cel putin 5 (cinci) zile lucratoare datei notificarii Clientului de catre SSIF. In termen de 5 zile lucratoare de la data primirii notificarii, daca nu este de acord cu nivelul comisionului / comisiunilor / taxei / taxelor modificat(e)/ nou introdus(e) de SSIF, Clientul va putea opta pentru a denunta in scris Contractul, fara acordarea vreunui termen de preaviz. Neprimirea de catre SSIF a unui raspuns din partea Clientului sau nedeunntarea Contractului in termenul anterior mentionat va fi considerata acceptare tacita de catre acesta a respectivelor modificari.

7.3 SSIF va putea acorda discounturi si va putea stabili comisioane preferentiale pe perioade limitate sau pentru anumite tranzactii, fara ca pentru aceasta sa fie necesara informarea prealabila a Clientului.

7.4 In afara comisiunilor si taxelor datorate si/sau convenite SSIF, Clientul va suporta plata sumelor percepute de terti in legatura cu operatiunile efectuate de SSIF in baza prezentului Contract (taxa ASF tranzactii cumparare, taxe de transfer de instrumente financiare sau de bani etc), precum si plata impozitului pe venitul aferent tranzactiilor efectuate.

7.5 Clientul declara ca a fost informat de SSIF cu privire la posibilitatea modificarii de catre SSIF a prevederilor contractuale referitoare la comisioane si taxe, inclusiv dar fara a se limita la modificarea valorii acestora si/sau introducerea unor noi comisioane si taxe, si este de acord cu acest drept al SSIF, pe care il accepta fara rezerve. Dispozitiile art. 15.1 si art. 17.1 din Contract se aplica in mod corespunzator.

## 8. Aspecte fiscale. Prelucrarea datelor cu caracter personal

8.1 Clientul are cunostinta ca veniturile din dobanzi si dividende, precum si castigurile de capital aferente detinerilor sau tranzactiilor cu instrumente financiare pot face obiectul impunerii conform legii nationale si/sau a conventiilor internationale.

8.2 In scopul aplicarii normelor prevazute la articolul precedent, Clientul se obliga sa informeze SSIF si sa ii furnizeze acestuia documente doveditoare cu privire la tara sa de rezidenta fiscala. Clientul se obliga sa informeze imediat SSIF cu privire la orice schimbare intervenita in ceea ce priveste rezidenta sa fiscala in timpul derularii Contractului. Clientul este deplin raspunzator pentru indeplinirea obligatiilor sale de ordin fiscal cu privire la veniturile generate de contul acestuia deschis la SSIF, respectand normele in vigoare ale Codului fiscal român si alte dispozitii de ordin fiscal ale legislatiei române.

8.2<sup>1</sup> In vederea stabilirii de catre autoritatile competente a tratamentului fiscal aplicabil Clientului in relatie cu veniturile obtinute / care vor fi obtinute / care ar putea fi obtinute in temeiul prezentului Contract de Client de pe urma investitiilor in instrumente financiare, Clientul se obliga sa completeze, sa semneze si sa transmita SSIF Declaratia privind rezidenta fiscala, (Anexa 4 la prezentul Contract) si totodata sa notifice in scris SSIF orice modificare a datelor si informatiilor din Declaratia privind rezidenta fiscala, prin retransmiterea acesteia catre SSIF in forma actualizata, in termen de cel mult 30 (treizeci) zile de la intervenirea modificarii respective.

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## 7. Fees and Charges

7.1 In consideration of the services rendered by the SSIF, the Customer undertakes to pay to the SSIF such fees and charges as laid down in Annex 3 hereto, as well as all and any fees and costs payable to third parties in relation to the transactions made in Customer's account (e.g. ASF trading fee).

7.2 The SSIF may vary the structure and the amount of fees and costs charged to the Customer both by increasing and by decreasing thereof and/or may add new fees and/or charges subject to sending a previous written notice to the Customer, pursuant to the provisions of article 14 herein. The varied and/or newly added fee/charge becomes effective on the date notified by the SSIF, which must be no earlier than 5 working days after the date of the notice sent by the SSIF to the Customer. In case of disagreeing to the amount of SSIF's varied/newly added fee(s)/charge(s), within 5 working days as of the receipt of the notice, the Customer may opt for written cancelation of the agreement, without any notice term. Lack of reply from Customer to the SSIF or failure to cancel the agreement by the above-mentioned deadline shall be deemed Customer's silent acceptance of these variations.

7.3 The SSIF can give discounts and set preferential fees for limited periods of time or for specific transactions without any need of previous notice to the Customer.

7.4 In addition to the fees and charges owed to and/or payable to the SSIF, the Customer shall pay the costs charged by third parties in relation to the operations carried out by the SSIF hereunder (ASF fee for purchase transactions, transfer fees for financial instruments or of money etc.), as well as the payment of the income tax for the transactions carried out.

7.5 The Customer declares that he was informed by the SSIF with regard to SSIF's right to amend the contractual provisions referring to fees and charges, including, without limitation to the variation of the value thereof and/or to adding new fees and charges, and agrees to such SSIF's right, which he accepts without reserves. The provisions of article 15.1 and art. 17.1 hereof shall apply accordingly.

## 8. Tax Aspects. Personal Data Processing

8.1 The Customer is aware that such interest revenues and dividends, as well as the capital gains resulting from the financial instruments held or traded may be subject to taxation under the domestic law and/or international conventions.

8.2 For the purpose of enforcement of the provisions of the previous article, the Customer undertakes to inform the SSIF and to provide documentary evidence to them about his tax residence country. The Customer undertakes to immediately inform the SSIF about any change occurred in relation to his tax residence occurred during the Agreement. The Customer is fully responsible for complying with his tax obligations related to the income generated by his account opened with the SSIF and shall observe the rules in force of the Romanian Tax Code and other tax provisions of the Romanian legislation.

8.2<sup>1</sup> In order that the competent authorities determine the applicable Tax Treatment of the Client in relation to the income obtained/to be obtained/which could be obtained under this Agreement by the Client from the investments in financial instruments, the Client undertakes to complete, sign and submit to the SSIF the Tax Residency Statement, (Annex 4 to this Agreement) and also to notify the SSIF in writing any changes to the data and information in this Tax Residency Statement, by retransmitting it to the SSIF in an updated form, within maximum 30 (thirty) days from the intervention of the respective modification.

8.2<sup>2</sup> In cazul in care Clientul nu isi indeplineste obligatia ce ii revine potrivit art. 8.2<sup>1</sup> de mai sus, SSIF nu-si asuma nicio responsabilitate cu privire la tratamentul fiscal aplicabil Clientului stabilit de autoritatile competente in legatura cu activitatea acestuia desfasurata in temeiul prezentului Contract SSIF.

8.3 Clientul este de acord ca SSIF sa prelucreze si/sau sa transfere, in Romania sau in strainatate, date cu caracter personal ale Clientului, inclusiv date cu functie de identificare a acestuia, precum si sa transfere catre institutii abilitate informatii si documente care atesta identitatea Clientului si rezidenta fiscala a acestuia, in scopul stabilirii regimului de impunere aplicabil veniturilor obtinute de Client din operatiunile realizate in baza prezentului Contract si/sau al impunerii acestor venituri conform normelor aplicabile, precum si in scopul mentinerii evidentei contului Clientului si al indeplinirii operatiunilor prevazute in prezentul contract, respectiv in vederea aplicarii si respectarii dispozitiilor legale incidente.

8.4 SSIF se obliga sa aplice si sa fie in conformitate cu reglementarile Codului fiscal român si cu alte dispozitii de ordin fiscal ale legislatiei române, precum si cu acordurile internationale la care Romania este parte (de exemplu: FATCA, CRS).

8.5 SSIF colecteaza date cu caracter personal de la Client in cadrul desfasurarii obiectului de activitate, in conformitate cu obligatiile prevazute de Regulamentul nr. 679/2016 privind protectia persoanelor fizice in ceea ce priveste prelucrarea datelor cu caracter personal si privind libera circulatie a acestor date si de abrogare a Directivei 95/46/CE (Regulamentul general privind protectia datelor). Datele cu caracter personal sunt colectate si/sau prelucrate in urma interactiunii voluntare, pentru derularea relatiei contractuale, cu scopul de a primi serviciile SSIF si pentru indeplinirea obligatiilor legale aferente.

Clientul declara ca a citit, a inteles si este de acord cu Politica de confidentialitate a SSIF afisata pe site-ul acestuia. SSIF va informa Clientul cu privire la modificarea Politicii de confidentialitate prin afisarea unei notificari in sistemul de tranzactionare prin Internet.

SSIF se obliga sa pastreze confidentialitatea operatiunilor efectuate in numele si pe contul/conturile Clientului si sa nu dezvaluie aceste informatii unui tert sau in mod public, in afara cazului in care informatiile sunt sau devin publice sau daca dezvaluirea acestora este ceruta de o autoritate sau instanta abilitata potrivit legii.

## 9. Drepturile si obligatiile SSIF

9.1 SSIF va indeplini operatiunile ce fac obiectul prezentului Contract in conformitate cu ordinele si instructiunile primite de la Client, cu respectarea legislatiei aplicabile pietei de capital, a reglementarilor emise de Autoritatea de Supraveghere Financiara (ASF) si a reglementarilor si procedurilor pietei pe care se tranzactioneaza instrumentele financiare ce fac obiectul respectivelor ordine sau instructiuni. SSIF va tine evidenta separata a operatiunilor cu instrumente financiare si numerar in contul/conturile Clientului, deschis(e) in numele acestuia la SSIF.

9.2 Serviciile de investitii financiare ce fac obiectul prezentului Contract sunt furnizate de SSIF la initiativa Clientului si constau exclusiv in preluarea, transmiterea si executarea ordinelor si instructiunilor acestuia, precum si in servicii auxiliare, altele decat acordarea de credite sau imprumuturi, care nu cuprind limitele de creditare existente pentru imprumuturi, conturile curente si facilitatile de descoperire de cont ale clientilor. La furnizarea acestor servicii de investitii financiare, SSIF nu are obligatia sa evalueze oportunitatea investitiei in instrumentul financiar sau a serviciului prestat.

9.3 SSIF isi directioneaza eforturile si actioneaza permanent in scopul de a imbunatati calitatea serviciilor si informatiilor furnizate Clientului prin sistemul de tranzactionare prin internet. SSIF garanteaza informatiile proprii publicate pe website-ul sau si in documentele

8.2<sup>2</sup> In case the Client does not fulfill his obligation according to clause. 8.2<sup>1</sup> above, SSIF is free of SSIF any responsibility regarding the Tax Treatment applicable to the Client determined by the competent authorities for its activity carried out SSIF under this Agreement.

8.3 The Customer agrees that the SSIF may process and/or transfer Customer's personal data, in Romania or abroad, including any identification details, as well as that they may transfer to the relevant institutions any information and documents certifying Customer's identity and tax residence for the purpose of determining the tax terms applicable to Customer's income resulting from the operations carried out hereunder and/or of taxing such income according to the applicable rules, as well as for the purpose of keeping the records of Customer's account and of accomplishing the operations provided herein, respectively for enforcing and observing the relevant legal provisions.

8.4 The SSIF undertakes to enforce and to comply with the regulations of the Romanian Tax Code and with other tax provisions of the Romanian legislation, as well as with the international agreements to which Romania is a party (e.g. FATCA, CRS).

8.5 The SSIF collects personal data from the Customer during the carry out of their business object, according to the obligations set out in Regulation (EU) no. 679/2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data and repealing the Directive 95/46/EC (General Data Protection Regulation). Personal data are collected and/or processed upon the free-will interaction for the development of the contractual relationship, with the purpose of receiving the SSIF's services and of fulfilling the relevant legal obligations.

The Customer declares that he has read, understood and agrees to the SSIF's Confidentiality Policy published on their website. The SSIF shall inform the Customer about any amendment of the Confidentiality Policy by publishing a notice in the Internet trading system.

The SSIF undertakes to keep confidential the operations carried out in Customer's name and account(s) and not to reveal such information to any third party or publicly, unless such information is or becomes public or the disclosure thereof is so requested by a relevant authority or court, under the law.

## 9. SSIF's Rights and Obligations

9.1 The SSIF shall accomplish the operations referred to hereunder, according to the orders and the directions received from the Customer, subject to the relevant legislation governing the capital market, to the regulations issued by the Financial Supervisory Authority (ASF), to the regulations and procedures of the market on which financial instruments are traded, as referred to in such orders or directions. The SSIF shall keep separate records of the operations with financial instruments and cash carried out in Customer's account(s) opened in his name with the SSIF.

9.2 The financial investment services referred to herein are provided by the SSIF at Customer's initiative and consist solely in receiving, sending and executing the latter's orders and directions, as well as ancillary services, excluding the granting of credits or loans that do not comprise of existing credit limits of loans, current accounts and overdraft facilities of clients. While providing such financial investment services, the SSIF does not have the obligation to assess the expedience of the investment in a financial instrument or of the rendered service.

9.3 The SSIF shall direct their endeavour and shall permanently act for the purpose of improving the quality of the services and of the information provided to the Customer through the Internet trading system. The SSIF guarantees for their own information published on



contractuale sau de informare adresate clientilor si/sau potentialilor clienti, nu si informatiile care sunt preluate de la terti. SSIF garanteaza, de asemenea, acuratetea informatiilor cuprinse in rapoartele referitoare la operatiunile efectuate in contul/conturile Clientului, dispozitiile art. 5.3 de mai sus aplicandu-se in mod corespunzator.

9.4 SSIF valideaza un ordin de cumparare numai dupa verificarea existentei in contul/conturile Clientului a disponibilului necesar, cu luarea in considerare a comisiunelor de tranzactionare si/sau altor taxe care intervin intr-o tranzactie de cumparare, inclusiv a sumelor blocate de alte ordine active de cumparare anterior lansate. SSIF valideaza un ordin de vanzare numai dupa verificarea existentei in contul Clientului a instrumentelor financiare, luand in considerare instrumentele financiare blocate de alte ordine active de vanzare anterior lansate. SSIF isi asuma responsabilitatea pentru executarea corespunzatoare a ordinului, odata ce confirmarea privind inregistrarea ordinului a fost transmisa clientului si cat mai curand dupa ce clientul a reconfirmat ordinul.

9.5 Daca Clientul nu inregistreaza nicio operatiune in contul deschis la SSIF, in decurs de un an de zile de la ultima operatiune, SSIF isi rezerva dreptul sa inceteze Contractul in conditiile art. 15.4 lit. b).

9.6 In cazul in care Clientul nu mentine deschis un cont bancar pe intreaga durata a prezentului Contract si/sau daca Clientul nu mai poate fi contactat ori notificat la adresa indicata in Contract sau in orice instiintare privind modificarea ulterioara a acesteia, intr-un termen de cel mult 3 ani calculat de la ultima data cand Clientul a putut fi contactat ori notificat, atunci SSIF are dreptul de a transmite Clientului, la ultimele date de contact notificate SSIF, incetarea Contractului. In oricare din aceste cazuri, SSIF va proceda dupa cum urmeaza:

- a) cu privire la fondurile banesti ale Clientului, SSIF va transfera fondurile banesti detinute in numele Clientului in contul bancar al acestuia declarat la SSIF sau, daca acesta nu mai este activ, intr-un cont bancar deschis de SSIF cu destinatie speciala si numai dupa ce SSIF va retine toate comisiunile si spezele aferente (inclusiv orice alte sume datorate de Client catre SSIF cu orice titlu), urmand a informa Clientul, la ultimele date de contact notificate SSIF, despre faptul ca isi va putea retrage fondurile banesti din contul bancar respectiv.
- b) cu privire la instrumentele financiare ale Clientului, dupa cum va fi cazul, acestea vor fi:
  - (i) transferate intr-un cont individual deschis la depozitarul central pe numele clientului in cazul instrumentelor financiare pentru care Depozitarul Central este depozitar emitent, sau
  - (ii) vandute la pretul pietei, in cazul instrumentelor financiare pentru care depozitarul central nu este depozitar emitent, caz in care SSIF va proceda conform dispozitiilor prevazute la lit. a) de mai sus cu privire la fondurile banesti rezultate din vanzare, urmand a transmite clientului, la ultimele date de contact notificate SSIF, dovada vanzarii (confirmarea executarii tranzactiei).

9.7 SSIF are dreptul sa nu accepte sau sa limiteze accesul Clientului la unul sau mai multe din serviciile oferite in temeiul prezentului Contract in conditiile in care:

- a) considera ca executarea acestora ar putea incalca sau intra in conflict cu prevederile legale sau procedurile interne;
- b) in cazul in care apare o disputa sau o situatie conflictuala de orice natura ceea ce privește desemnarea, limitele sau revocarea mandatului reprezentantului autorizat, dupa caz.

their website and/or in the contractual documentation or in the information documentation addressed to customers and/or potential customers, but not for the information that is received from third parties. The SSIF also guarantees for the accuracy of the information set out in the reports regarding the operations made in Customer's account(s), with proper enforcement of the provisions of art. 5.3 above.

9.4 The SSIF only validates a purchase order upon checking that the needed cash is available in Customer's account(s), taking into consideration the trading fees and/or other charges applicable to a purchase transaction, including any amounts that are blocked by other active purchase orders previously launched. The SSIF only validates a sale order upon checking that the necessary financial instruments are available in Customer's account, taking into consideration the financial instruments that are blocked by other active sale orders previously made. The SSIF takes upon themselves the responsibility for the proper execution of an order, once the order registration confirmation is sent to the Customer and as soon as the Customer reconfirms the order.

9.5 If the Customer fails to make any operation in the account opened with the SSIF for one year as of the latest operation, the SSIF reserves the right to cease the Agreement, according to article 15.4 b).

9.6 If the Customer fails to maintain a bank account open throughout the term hereof and/or he cannot be contacted or notified at the address specified herein, or by any notification concerning the subsequent amendment thereof, within maximum 3 years as of the last date at which the Customer was notified or contacted at that address, the SSIF is entitled to send to the Customer, at the last contact data, the notification concerning the cessation of the Agreement. In any such situation, the SSIF shall proceed as follows:

- a) as concerns Customer's money, the SSIF shall transfer the funds held in Customer's name into the bank account of the Customer declared to the SSIF or, if such account is no longer active, into a bank account opened by the SSIF, used for special purposes, and only after the SSIF withholds all related taxes and duties (including any other amounts owed by the Client to the SSIF for any reason), following to notify the Customer, at the last contact data provided to the SSIF, about the fact that he shall be able to withdraw money from that account.
- b) as concerns the financial instruments of the Customer, as applicable, they shall be:
  - (i) transferred into an individual account opened with the central depository on Customer's name, for the financial instruments for which the Central Depository is issuing depository, or
  - (ii) sold at the market price, in case of financial instruments for which the central depository is not the issuing depository, in which situation the SSIF shall proceed according to provisions of let. a) above as concerns the money resulting from sale, following to send the proof of sale (conformation of transaction performance) to the Customer, at the last contact data notified to the SSIF.

9.7 The SSIF is entitled not to accept or to limit Customer's access to one or several of the services provided hereunder when:

- a) they find that the accomplishment thereof might violate or enter into conflict with the legal provisions or with the internal procedures;
- b) whatever dispute or conflictual situation arises with regard to the appointment, the limits or the revocation of the authorized representative's mandate, if any.

9.8 SSIF nu garanteaza ca sistemul de tranzactionare prin internet va fi accesibil permanent sau ca functionarea sa va fi continua si fara erori. SSIF va putea intrerupe, oricand va considera necesar, functionarea sistemului de tranzactionare prin internet pentru realizarea unor revizii, upgrade-uri, dezvoltari sau alte operatiuni similare. Exceptand cazurile de forta majora, SSIF va depune eforturi rezonabile pentru a anunta in prealabil intreruperea functionarii sistemului de tranzactionare prin internet operat de SSIF si a limita durata intreruperii la timpul necesar pentru realizarea in conditii de siguranta a interventiilor.

9.9 SSIF își rezerva dreptul de a limita valoarea unui ordin al Clientului, de a respinge sau anula un ordin al Clientului, sau de a impune limite de tranzacționare pentru Client, în situația în care acesta nu respecta regulile piețelor reglementate/sistemelor multilaterale de tranzacționare.

9.10 In vederea indeplinirii obligatiilor sale legale de informare, SSIF nu este conditionat de obtinerea acordului Clientului pentru actualizarea/modificarea informatiilor din Documentul de prezentare (Anexa 2). SSIF va notifica Clientului in timp util orice modificare semnificativa a informatiilor furnizate prin Documentul de prezentare (Anexa 2) care sunt pertinente pentru serviciul pe care SSIF il furnizeaza Clientului in temeiul prezentului Contract.

## **10. Drepturile si obligatiile Clientului**

10.1 Clientul garanteaza si declara pe propria raspundere, cunoscand prevederile art. 326 Cod penal privind falsul in declaratii, ca datele inscrise in cererea de deschidere de cont, precum si toate documentele, datele si informatiile pe care le furnizeaza SSIF in temeiul Contractului, inclusiv dar fara a se limita la cele cu privire la identitatea sa si a reprezentantilor legali ai Clientului, datele sale de contact si ale reprezentantilor sai legali, cu privire la beneficiarul real al Clientului in sensul Legii nr. 129/2019 pentru prevenirea si combaterea spalarii banilor si finantarii terorismului, si cu privire la rezidenta sa fiscala sunt corecte, complete si actuale. Clientul se obliga sa actualizeze anual in evidentele SSIF datele si informatiile de mai sus, fara a depasi data de 30 iunie a fiecarui an, si totodata sa notifice in scris SSIF orice modificare a acestor date sau informatii in termen de cel mult 5 (cinci) zile de la intervenirea modificarii respective, de fiecare data furnizand SSIF si documentele doveditoare aferente. Pana la indeplinirea prezentei obligatii de catre Client, SSIF va fi indreptatit sa foloseasca datele si informatiile cuprinse in documentele de deschidere de cont sau in cele furnizate de Client cu ocazia ultimei actualizari a acestora, iar orice comunicare si/sau notificare transmisa de SSIF Clientului la acele date de contact va fi considerata ca fiind realizata in mod valabil.

10.2 Clientul declara ca va utiliza serviciile si informatiile furnizate de SSIF in baza prezentului Contract in calitate de client de retail, daca nu a fost calificat profesional sau contraparte eligibila prin cererea de deschidere de cont sau daca nu a fost recalificat pe parcursul derularii contractului la initiativa SSIF, si se obliga sa informeze SSIF în termen de maxim 5 (cinci) zile daca vor interveni modificari in ceea ce privește statutul sau de client. Clientul va utiliza serviciile si informatiile furnizate de SSIF exclusiv in interes personal si nu va utiliza aceste servicii sau informatii in cadrul niciunor activitati desfasurate de catre Client cu titlu profesional, in calitate de persoana care presteaza servicii si activitati de investitii in conformitate cu prevederile Legii nr. 126/2018, de angajat sau agent al unei entitati care isi desfasoara activitatea in oricare dintre domeniile mentionate anterior sau de angajat al unui organism de supraveghere sau reglementare in domeniul investitiilor financiare. In prezentul Contract, prin „informatii” se inteleg si cotatiile si celelalte informatii de piata accesate de Client prin intermediul sistemului de tranzactionare prin internet.

9.8 The SSIF does not guarantee that the Internet trading system shall be accessible permanently or that its operation shall be continuous or free of errors. The SSIF can suspend the functioning of the Internet trading system whenever deemed necessary for conducting any revision, upgrades, enhancements or similar operations. Except for force majeure situations, the SSIF shall take all reasonable measures to previously notify any intention to suspend the functioning of the Internet trading system operated by the SSIF and to limit the interruption to such time as necessary for safely accomplishing the services.

9.9 The SSIF reserves the right to limit the value of an order of the Customer, to reject or cancel an order of the Customer or to impose trading limits to the Customer, in case the latter fails to observe the rules of the regulated markets/multilateral trading systems.

9.10 For the purposes of fulfilling their legal information obligations, the SSIF does not need to obtain Customer's consent for updating/varying the information in the Presentation Document (Annex 2). The SSIF shall notify the Customer in due time about any significant amendment of the information provided in the Presentation Document (Annex 2), insofar as relevant for the service the SSIF renders to the Customer hereunder.

## **10. Customer's Rights and Obligations**

10.1 The client guarantees and declares on his own responsibility, knowing the provisions of art.326 Criminal Code regarding the penalties of perjury that the data entered in the account opening application, as well as all documents, data and information provided to the SSIF under the Contract including but not limited to those regarding his identity and the legal representatives of the Client, his contact details and those of his legal representatives, regarding the real beneficiary of the Client within the meaning of Law no.129/2019 for preventing and combating money laundering and terrorist financing, and regarding his Tax Residence are correct, complete and current. The Client undertakes to update annually in the SSIF records the above data and information, without exceeding the date of June 30 of each year, and also to notify the SSIF in writing of any change in this data or information within 5 (five) days from the intervention of the respective modification, each time providing the SSIF the afferent proving documents. Until the fulfilment of this obligation by the Client, the SSIF will be entitled to use the data and information contained in the account opening documents or those provided by the Client on the occasion of their last update, and any communication and/or notification sent by the SSIF to the Client at those contact details shall be considered as validly made.

10.2 The Customer declares that he shall use the services and the information provided by the SSIF hereunder as a retail customer, unless qualified as professional or eligible counterparty in the account opening application or requalified during the agreement at SSIF's initiative and undertakes to inform the SSIF within maximum 5 (five) days if any changes occur as to his customer status. The Customer shall use the services and the information provided by the SSIF solely for personal interest, and shall not use such services or information as part of any professional activity carried out by the Customer, in his capacity as a person performing services and investment activities pursuant to the provisions of Law no. 126/2018, as employee or agent of an entity performing business in any of the above-mentioned industries or as employee of a supervisory or regulatory body in the financial investment industry. For the purposes of this agreement, "information" covers quotations and other market information accessed by the Customer via the Internet trading system.

10.3 Clientul declara ca a luat cunostinta de conditiile de utilizare a site-ului de internet al SSIF, inclusiv de faptul ca unele dintre informatiile, statisticile, analizele si celelalte materiale prezentate prin intermediul acestui site sunt protejate prin drepturi de autor sau alte drepturi de proprietate intelectuala. Clientul se obliga sa nu utilizeze aceste materiale sau continutul acestora in alte scopuri decat cele prevazute in prezentul Contract, fara autorizatia prealabila, expresa si scrisa a SSIF si/sau a titularului dreptului.

10.4 SSIF Clientul se obliga sa informeze de indata SSIF daca Clientul devine insolubil sau face obiectul unei proceduri de dizolvare, lichidare, insolventa, reorganizare judiciara, faliment, administrare judiciara sau a oricarei proceduri similare, si intelege sa suporte consecintele neindeplinirii acestei obligatii, dispozitiile art.15.4 lit. e) aplicandu-se in mod corespunzator.  
SSIF

10.5 Clientul se obliga sa transmita SSIF, in termen de cel mult 5 (cinci) zile de la solicitare, orice documente, date si informatii suplimentare ori de cate ori necesitatea acestora apare ca urmare a modificarilor legislatiei incidente ori cand SSIF apreciaza in mod rezonabil ca fiind necesare astfel de documente, date si/sau informatii pentru continuarea relatiei contractuale.

10.5<sup>1</sup> In situatia in care Clientul nu isi indeplineste oricare dintre obligatiile prevazute la art. 8.2<sup>1</sup>, art. 10.1., art. 10.4. si/sau art. 10.5. din Contract, SSIF are dreptul, la libera sa alegere, de a-i notifica Clientului fie incetarea Contractului conform prevederilor art. 15.4 lit. e), fie suspendarea cu efect imediat a Contractului iar pe perioada suspendarii Clientul va avea numai drept de vizualizare a contului/conturilor deschise la SSIF. Dupa implinirea unui termen de 30 de zile de la data suspendarii, SSIF poate face aplicare dispozitiilor art.15.4 lit. e).

10.5<sup>2</sup> Clientul este de drept in intarziere cu privire la executarea oricareia dintre obligatiile Clientului prevazute la art. 8.2<sup>1</sup>, art. 10.1., art. 10.4. si art. 10.5. din Contract, care rezulta din simplul fapt al neexecutarii obligatiei in termenul mentionat.

10.5<sup>3</sup> SSIF nu va putea fi tinut raspunzator pentru pierderile sau daunele suferite in mod direct sau indirect de catre Client sau de orice alta persoana/entitate in cazul in care Clientul nu isi indeplineste oricare dintre obligatiile prevazute la art. 8.2<sup>1</sup>, art. 10.1., art. 10.4. si/sau art. 10.5. din Contract.  
SSIFSSIFSSIF

10.6 Clientul se obliga si garanteaza ca ordinele sale vor fi lansate cu respectarea practicilor si normele care previn abuzul de piata. Exceptand cazul in care, anterior lansarii ordinului, Clientul va face cunoscuta SSIF calitatea sa de detinator de informatii privilegiate („insider”) in raport cu emitentul instrumentelor financiare tranzactionate, Clientul va fi considerat ca nedetinand asemenea informatii sau o asemenea calitate.

10.7 Clientul se obliga sa se asigure ca serviciile furnizate de SSIF in baza prezentului Contract, inclusiv contul Clientului prin care acceseaza sistemul de tranzactionare prin internet, nu vor fi utilizate de persoane neautorizate de SSIF.

10.8 Clientul declara ca a luat cunostinta ca datele, informatiile, statisticile si analizele referitoare la Instrumente Financiare, emitenti si pietee, furnizate de SSIF prin intermediul site-ului sau de internet au un caracter de generalitate, nu sunt personalizate in functie de situatia financiara si obiectivele investitionale ale Clientului si nu constituie recomandari de investitii, indicii sau garantii ale performantelor viitoare ale instrumentelor financiare vizate. Clientul este dator sa faca propria analiza prin care sa isi fundamenteze deciziile de investitii si nu  
*Data actualizarii: 07 noiembrie 2022*

10.3 The Customer declares that he is aware of the terms of use of SSIF’s website, including that some of the information, statistics, analyses and other materials presented on that site are protected under copyright law or other intellectual property rights. The Customer undertakes not to use such materials or the content thereof for other purposes than as set out herein without the prior written specific permission of the SSIF or right holder.

10.4 SSIF The Customer undertakes to immediately inform the SSIF if the Customer becomes insolvent or is subject to any dissolution, liquidation, insolvency, judicial reorganization, bankruptcy, judicial management or other similar procedure, and understands to bear the consequences of the non-compliance with such obligation, provisions of art. 15.4. let. e) being applicable as such.  
SSIF

10.5 The Client undertakes to send to the SSIF, within no more than 5 (five) days from the request, any additional document, data and information whenever their necessity arises as a result of changes to the relevant legislation or when the SSIF reasonably considers such document, data and/or information as being necessary for the continuation of the contractual relationship. SSIFSSIFSSIFSSIFSSIF

10.5<sup>1</sup> In the event of non-fulfilment of any of the Client’s obligations provided in art. 8.2<sup>1</sup>, art. 10.1., art. 10.4 and art. 10. 5. from the Contract, the SSIF has the right, at his free choice, to notify the Client either the termination of Contract according to the provisions of art. 15.4. let. e), or the immediate suspension of the Contract, and during the suspension period the Client shall only have the right to view the account/accounts opened with the SSIF. Upon the expiration of 30 days from the date of suspension, the SSIF may apply the provisions of art.15.4 let. (e).

10.5<sup>2</sup> The Client is in rightful delay as concerns the execution of any of the Client’s obligations provided in art. 8.2<sup>1</sup>, art. 10.1., art. 10.4 and art. 10. 5. from the Contract, which results from the mere fact of non-performance of the obligation within the said period.

10.5<sup>3</sup> The SSIF cannot be held liable for the losses or damages directly or indirectly suffered by the Client or any other person/entity if the Client fails to meet any of the Client’s obligations provided in art. 8.2<sup>1</sup>, art. 10.1., art. 10.4 and/or art. 10. 5. from the Contract.

10.6 The Customer undertakes and guarantees that his orders shall be launched subject to the practices and rules preventing market abuse. Except for the situation in which, before making the order, the Customer informs the SSIF about his capacity as insider in relation to the issuer of the traded financial instruments, the Customer shall be deemed not to have such inside information or capacity.

10.7 The Customer undertakes to make sure that the services provided by the SSIF hereunder, including the Customer account for accessing the Internet trading system, shall not be used by persons that are not authorized by the SSIF.

10.8 The Customer states that he is aware that the data, the information, the statistics and the analyses regarding the Financial Instruments, the issuers and the markets provided by the SSIF on their website are general, are not customized depending on Customer’s financial condition and investment goals and are not investment recommendations, indications or guarantees of the future performances of the envisaged financial instruments. The Customer must conduct his own analysis to substantiate his investment

va putea tine raspunzator SSIF pentru nici un fel de pierderi pe care le-ar putea inregistra in legatura cu sau ca urmare a tranzactiilor executate de SSIF in conformitate cu ordinele primite de la Client si/sau cu cele prevazute de prezentul Contract.

10.9 Clientul declara ca a fost informat de SSIF si ca este de acord cu inregistrarea convorbirilor si comunicatiilor dintre Client si SSIF. O copie a acestor inregistrari este disponibila pentru o perioada de 5 (cinci) ani si poate fi pusa la dispozitia Clientului, la cerere.

10.10 Clientul poate obtine informatii in legatura cu derularea Contractului la datele de contact urmatoare: mesagerie platforma Live Help, email: [help@tradeville.ro](mailto:help@tradeville.ro), telefon: (+40) 21 318 7555.

## 11. Riscul investitional

11.1 Clientul declara ca intelege termenii si isi asuma riscurile specifice tranzactiilor cu instrumente financiare, incluzand, fara ca enumerarea sa fie limitativa, fluctuatia preturilor pietei, incertitudinea dividendelor, a randamentelor si/sau profiturilor, fluctuatia cursului de schimb. Clientul declara ca are cunostinta si intelege ca performantele trecute nu reprezinta garantii ale performantelor viitoare ale instrumentelor financiare.

## 12. Reglementari

12.1 Operatiunile prevazute de prezentul Contract se vor realiza in conformitate cu prevederile legislatiei privind piata de capital, cu reglementarile europene emise in aplicarea Directivei 2014/65/UE, reglementarile emise de Autoritatea de Supraveghere Financiara (ASF), precum si cu reglementarile si procedurile specifice pietelor pe care se tranzactioneaza instrumentele financiare ce fac obiectul acestor operatiuni.

## 13. Forta majora. Raspunderea contractuala

13.1 Partile prezentului Contract nu vor fi raspunzatoare pentru neexecutarea sau executarea cu intarziere sau necorespunzatoare, integral sau in parte, a oricareia dintre obligatiile lor contractuale, daca executarea acelei obligatii este impiedicata ca urmare a producerii unui eveniment de forta majoraasa cum este definit mai jos.

13.2 Forta majora este orice eveniment extern, imprezibil, absolut invincibil și inevitabil, care apare de raspundere partea care o invoca in conditiile urmatoare. Pentru a fi exonerata de raspundere, partea care invoca evenimentul de forta majora este obligata sa notifice in scris celealalta parte cu privire la producerea acestuia, in termen de 25 (douazecisicinci) zile lucratoare de la survenienta sa, atunci cand circumstantele permit, sau de la incetarea evenimentului, in cazul in care acesta impiedica notificarea, si sa actioneze prin toate mijloacele care ii vor sta la dispozitie in vederea limitarii consecintelor.

13.3 SSIF nu va fi raspunzator pentru pierderile sau daunele suferite, in mod direct/indirect de catre Client sau de orice alta persoana/entitate, ca urmare a:

- a) incalcarii de catre Client a obligatiilor sale contractuale;
- b) utilizarii sau incapacitatii Clientului de a utiliza sistemul de tranzactionare prin internet;
- c) caderii sistemului, intreruperii retelei de comunicatii sau interferentelor, erorilor sau intarzierilor intervenite in transmisia de date, produse din cauze aflate in afara controlului SSIF, inclusiv ca urmare a functionarii defectuoase a serviciului de internet sau de telefonie mobila;
- d) utilizarii sau accesarii sistemului de tranzactionare prin internet StartradeRO intr-un mod sau de catre o persoana neautorizata de SSIF prin prezentul Contract;
- e) niciunui fel de prejudiciu, cost sau pierdere suferita de Client in legatura cu serviciile furnizate in baza prezentului contract,

decisions and he cannot hold liable the SSIF for any loss he might incur in relation to or as a result of transactions executed by the SSIF according to the orders received from the Customer and/or of the provisions of this Agreement.

10.9 The Customer declares that he was informed by the SSIF and that he agrees to the recording of the conversations and communications between the Customer and the SSIF. A copy of such records is available for a period of 5 (five) years and may be made available to the Customer upon demand.

10.10 The Customer may obtain information in relation to the performance of the agreement at the following contact details: Live Help messenger service in the trading platform, email: [help@tradeville.ro](mailto:help@tradeville.ro), telephone: (+40) 21 318 75 55.

## 11. Investment Risk

11.1 The Customer declares that he understands the terms and he takes upon himself the specific risks of the transactions with financial instruments including, without limitation, the market price fluctuations, dividend uncertainty, output and/or profit uncertainty, exchange rate fluctuation. The Customer declares that he is aware of, and he understands that past performances are not guarantees of future performances of the financial instruments.

## 12. Regulations

12.1 The operations set out herein shall be accomplished pursuant to the provisions of the capital market law, to the European regulations issued for the enforcement of Directive 2014/65/EU, to the regulations issued by the Financial Supervisory Authority (ASF), as well as to the regulations and the specific procedures of the markets where the financial instruments object of such operations are traded.

## 13. Force Majeure. Contractual Liability

13.1 Parties hereto shall not be held liable for failure to perform or improper performance or delayed performance, in full or in part, of any of their contractual obligations, when the execution of that obligation is prevented by the occurrence of a Force majeure event as defined below.

13.2 Force Majeure is any external, unpredictable, absolutely unbeatable and unavoidable event that exonerates from any liability the party claiming it under the following conditions. In order to be exonerated from liability, the party claiming the force majeure event must notify in writing the other party about the occurrence thereof within 25 (twenty-five) working days as of occurrence thereof, when the circumstances allow it, or as of the end of the event, when the event prevents the notification thereof, and must take all available measures so as to limit its consequences.

13.3 The SSIF shall not be held liable for the losses or damages incurred directly or indirectly by the Customer or by any other person/entity, as a result of:

- a) Customer's breach of his contractual obligations;
- b) Customer's use or incapacity to use the Internet trading system;
- c) system's breakdown, interruption of the communication network or interferences, errors or delays occurred in the data transmission arising from causes that are beyond the SSIF's control, including the malfunctions in the Internet service or the mobile telephony system;
- d) the use of or the access to the StartradeRO Internet trading system in a way or by a person that is not authorized by the SSIF hereunder;
- e) no damage, cost or loss incurred by the Customer in relation to the services rendered hereunder, unless the damage, cost or loss is caused by a serious default of the SSIF;

exceptand cazul in care prejudiciul, costul sau pierderea se datoreaza culpei grave a SSIF;

- f) beneficiului nerealizat de catre Client indiferent de cauza;
- g) niciunui prejudiciu, cost sau pierdere suferita de Client din cauza oricarei erori din orice ordin sau instructiune transmisa SSIF de catre Client.

13.4 Clientul declara ca are cunostinta ca timpul de acces la contul sau, prin internet, si viteza de raspuns a sistemului de tranzactionare pot varia din cauza unei multitudini de factori, cum ar fi: calitatea conexiunii la internet, volumele de tranzactionare, conditiile din piata, performanta sistemelor bursiere sau numarul de instructiuni transmise SSIF spre procesare. SSIF nu va putea fi tinut raspunzator pentru pierderile sau daunele suferite in mod direct sau indirect de catre Client sau de orice alta persoana/entitate din cauza circumstantelor descrise anterior.

13.5 Pentru intarzierea executarii de catre Client a oricarei obligatii contractuale, acesta va plati SSIF o penalitate de 0.15% pe zi de intarziere, calculata la valoarea obligatiei neexecutate, pana la data executarii integrale si in mod corespunzator a obligatiei respective. Penalitatile pot depasi cuantumul sumei asupra careia sunt calculate.

#### 14. Notificari

14.1 Exceptand cazul in care prezentul Contract prevede in mod expres altfel, notificariile si comunicariile dintre parti in legatura cu prezentul Contract se vor face in scris, in limba romana, la adresele prevazute in prezentul Contract sau in formularul de deschidere de cont sau in orice instiintare privind modificarea ulterioara a acestora. Clientul este de acord in mod expres ca furnizarea tuturor informatiilor in legatura cu prezentul Contract, inclusiv a celor indicate la art. 3.4 si art. 3.5 de mai sus, sa se realizeze, cu precadare, pe cale electronica, prin intermediul site-ului web al SSIF ([www.tradeville.ro](http://www.tradeville.ro)), a sistemului de tranzactionare operat de SSIF sau adresei de e-mail a Clientului indicata de acesta in cuprinsul cererii de deschidere de cont (Anexa 1).

14.2 Notificarile/comunicariile scrise vor fi considerate valabil facute:

- a) pentru corespondenta trimisa recomandat, cu confirmare de primire, prin posta sau prin curier, la data primirii de primire, dar nu mai tarziu de 5 zile de la data trimiterii;
- b) la primirea confirmarii faxului; in cazul in care transmitiunea fax s-a facut in afara programului normal de lucru al SSIF, notificarea/comunicarea se va considera facuta la prima ora a urmatoarei zile de lucru;
- c) la primirea confirmarii transmitiunii electronice, in cazul notificarilor facute de SSIF prin e-mail, dar nu mai tarziu de 24 de ore de la transmiterea mesajului, cu exceptia cazului in care transmitiunea a fost urmata de primirea unui mesaj de eroare.
- d) la data la care notificarea devine accesibila pe site-ul SSIF, in cazul notificarilor facute prin intermediul site-ului web al SSIF ([www.tradeville.ro](http://www.tradeville.ro));
- e) la data la care notificarea devine accesibila in sistemul de tranzactionare prin internet operat de SSIF, in cazul notificarilor facute prin acest sistem.

14.3 Comunicariile urgente se pot face si prin telefon, sub conditia confirmarii lor ulterioare in scris. Confirmarea scrisa a comunicarii telefonice nu este necesara in cazul in care convorbirea s-a realizat la numerele de telefon special alocate de catre SSIF conform art. 4.3 si a fost inregistrata de catre SSIF.

14.4 Partile convin ca orice corespondenta si/sau documente transmise prin e-mail in conditiile prezentului Contract au aceeasi forta probanta ca originalul, aceasta clauza reprezentand conventie asupra probelor in conformitate cu dispozitiile art. 256 din Codul de Procedura Civila. SSIF isi rezerva dreptul de a solicita Clientului prezentarea formei originale a documentelor transmise prin email si/sau  
*Data actualizarii: 07 noiembrie 2022*

- f) the loss of Customer's benefit, irrespective of reason;
- g) no damage, cost or loss incurred by the Customer for any errors arising from an order or direction sent by the Customer to the SSIF.

13.4 The Customer declares that the time of access to his account and the response speed of the trading system may vary due to multiple causes, such as: the quality of the Internet connection, the trading volumes, the market conditions, the stock exchange system performances or the number of directions sent to the SSIF for processing. The SSIF cannot be held liable for the loss or damages directly or indirectly suffered by the Customer or by any other person/entity due to the above-mentioned circumstances.

13.5 In case of Customer's delay in performing any contractual obligation, he shall pay to the SSIF a 0.15% penalty per day of delay calculated against the value of the outstanding obligation until full appropriate compliance with the obligation. Penalties may exceed the amount against which they are calculated.

#### 14. Notifications

14.1 Unless specifically otherwise provided herein, the notices and the communication between parties in relation to this agreement shall be sent in writing, in Romanian language, to any of the addresses provided in this agreement or in the account opening form or in any subsequent notice of amendment thereof. The Customer specifically agrees that any information related to this agreement, including that indicated in articles 3.4 and 3.5 above should be sent mainly in electronic form via the SSIF website ([www.tradeville.ro](http://www.tradeville.ro)), the trading system operated by the SSIF or Customer's email address indicated by the same in the account opening application (Annex 1).

14.2 Written notices/communications shall be deemed to be validly received:

- a) for the registered mail with acknowledgment of receipt, via postal or courier service, on the date of the acknowledgment of receipt, but no later than 5 days of the sending date;
- b) on receipt of the fax report: when the fax is sent after the SSIF's normal working hours, the notice/communication shall be deemed sent early the next working day;
- c) on receipt of the confirmation of the electronic transmission, in case of notifications sent by the SSIF by email, but no later than 24 hours from the e-mailing, unless the email is followed by an error message;
- d) on such date when the notice becomes accessible on SSIF's website, in case of notifications sent by means of SSIF's website ([www.tradeville.ro](http://www.tradeville.ro));
- e) on such date when the notice becomes accessible in the Internet trading system operated by the SSIF, in case of notices sent via such system.

14.3 Urgent messages may also be communicated by telephone, on condition of providing subsequent written confirmation. The written confirmation of a telephone communication is not needed when the call was made on the SSIF's special telephone numbers pursuant article 4.3 and was recorded by the SSIF.

14.4 Parties agree that any correspondence and/or documents sent by e-mail according to provisions of this Agreement shall have the same force of evidence as the original, this term being a convention on the evidence according to provisions of art. 256 of the Civil Procedure Code. The SSIF has the right to request to the Customer to present the original form of documents sent by e-mail and/or to present a written

reflectarea într-un document scris și în forma originală a corespondenței transmise prin e-mail, iar în cazul în care Clientul nu se conformează unei asemenea solicitări, SSIF are dreptul de a aplica măsurile prevăzute la art. 15.2. de mai jos.

## 15. Modificarea, suspendarea și încetarea Contractului

15.1 Prezentul Contract poate fi modificat astfel:

- a) prin acordul părților consemnat în scris și materializat într-un act adițional la prezentul Contract,
- b) prin notificare prealabilă a Clientului în condițiile art. 7.2 de mai sus,
- c) prin notificare scrisă transmisă Clientului, în conformitate cu prevederile art. 14 de mai sus, modificare ce își va produce efectele în termen de 15 zile de la comunicarea notificării, dacă în acest termen Clientul nu își manifestă expres dezacordul. În cazul în care Clientul își manifestă expres dezacordul cu privire la modificările notificate, atât Clientul, cât și SSIF au dreptul de a denunța prezentul contract. Neprimirea de către SSIF a unui răspuns din partea Clientului cu privire la modificările notificate sau nedeținerea contractului în termenul de 15 zile sus menționat, va fi considerată acceptare tacită de către Client a respectivelor modificări ce i-au fost notificate.

15.2 În afara de orice alte cazuri prevăzute în prezentul Contract, SSIF are dreptul să notifice Clientului suspendarea cu efect imediat a Contractului oricând aceasta consideră necesară o astfel de măsură pentru protejarea intereselor sale, caz în care se suspendă și accesul la contul de tranzacționare. Dacă suspendarea Contractului durează mai mult de 5 zile, SSIF este în drept să notifice Clientului denunțarea Contractului conform art. 15.4 lit. b).

15.3 Clientul are dreptul de a denunța unilateral prezentul Contract într-o perioadă de 14 zile de la data încheierii lui, fără a suporta comisioane penalizatoare și fără a-și justifica decizia de retragere. În cazul în care Clientul denunța unilateral Contractul în conformitate cu prevederile prezentei clauze, Clientul va fi obligat să plătească SSIF comisioanele și taxele corespunzătoare serviciilor prestate până la data primirii notificării scrise de denunțare, în concordanță cu clauzele Contractului.

15.4 În afara de orice alte cazuri prevăzute în Contract, prezentul Contract încetează și în următoarele situații:

- a) prin acordul părților consemnat în scris și materializat într-un act adițional la prezentul Contract;
- b) prin denunțare unilaterală de către oricare din părți, cu acordarea unui preaviz scris celeilalte părți de cel puțin 15 zile înainte de încetarea Contractului;
- c) în cazul în care Clientul a decedat sau devine lipsit de discernământ, dacă Clientul este persoană fizică, ori în cazul în care Clientul își încetează personalitatea juridică, dacă clientul este persoană juridică;
- d) în cazul în care SSIF se află în imposibilitatea de a presta servicii de investiții financiare de tipul celor ce fac obiectul prezentului contract pe o perioadă mai mare de 90 de zile;
- e) prin reziliere unilaterală de către SSIF, cu notificarea scrisă a Clientului, de la data notificării, în cazul în care Clientul nu își îndeplinește oricare dintre obligațiile prevăzute la art. 8.2<sup>1</sup>, art.10.1, art.10.4 și/sau la art 10.5 din Contract;
- f) prin rezilierea de drept a Contractului de către SSIF, de îndată și fără intervenția unei instanțe judecătorești sau arbitrale sau alta formalitate prealabilă, Clientul fiind de drept în întârziere, în cazul în care:
  - (i) Clientul nu efectuează la scadență oricare dintre plățile datorate conform prezentului Contract;
  - (ii) Clientul nu alimentează contul, în termen de 30 de zile de la suspendarea accesului la cont intervenită în condițiile art. 3.2 de mai sus.

document în formă originală la corespondența trimisă prin e-mail, și dacă Clientul nu se conformează cu astfel de cereri, SSIF are dreptul să aplice măsurile prevăzute la art. 15.2. de mai jos.

## 15. Amendments, Suspension and Termination of the Agreement

15.1 This agreement may be amended as follows:

- a) by written consent of parties, materialized in an addendum to this Agreement,
- b) by way of previous notification of the Customer subject to article 7.2 above,
- c) by way of a written notification sent to the Customer, pursuant to the provisions of article 14 above and such amendment becomes effective within 15 days as of the notice, unless in the meantime the Customer specifically notifies his disagreement. If the Customer specifically notifies his disagreement about the notified amendments, both the Customer and the SSIF are entitled to cancel this agreement. Missing response from the Customer to the SSIF in relation to the notified amendments or failure to cancel the agreement within the abovementioned 15 day-term shall be deemed Customer's silent acceptance of such amendments as notified.

15.2 Except for any other situations provided herein, the SSIF is entitled to notify the Customer about the immediate suspension of the agreement, whenever they find such measure necessary, in order to protect their interests, in which situation the access to the trading account shall be suspended, too. If the suspension of the agreement lasts for over 5 days, the SSIF is entitled to notify the Customer about cancelling the agreement according to article 15.4 let. b).

15.3 The Customer is entitled to unilaterally terminate this agreement within 14 days as of the execution thereof, without any charges and without the need to justify such decision. If the Customer unilaterally cancels the agreement according to provisions of this Agreement, he must pay to the SSIF any fees and charges due for the services rendered until the SSIF receives the written notice of cancellation, according to provisions herein.

15.4 Except for any other situations provided by the Agreement, this Agreement shall cease under the situations below:

- a) by written consent of parties, materialized in an addendum to this Agreement;
- b) by unilateral termination by either party, with a prior written notice of termination sent to the other party with at least 15 days before the termination of the Contract;
- c) when the Customer dies or becomes mentally incompetent, if the Customer is a natural person or if the Customer ceases to be a legal entity, if it is legal entity;
- d) when the SSIF is unable to render financial investment services such as those referred to herein for a period longer than 90 days;
- e) by unilateral termination by the SSIF, with a written notification sent to the Customer, when the Client fails to fulfil any of the obligations stipulated in art. 8.2<sup>1</sup>, art.10.1, art.10.4 and/or in art. 10.5 of the Contract.
- f) by way of rightful termination of the agreement by the SSIF, without any intervention of any law court or court of arbitration or any previous formality, the Customer being in default when:
  - (i) he fails to make any of the due payments hereunder;
  - (ii) the Customer fails to make payments into his account within 30 days as of the suspension of access to the account occurred according to article 3.2 above.

15.5 In caz de incetare a prezentului Contract, indiferent de cauza de incetare, cu exceptia cazurilor prevazute la art. 9.6 si la art. 15.4 lit. d) din Contract, SSIF va proceda dupa cum urmeaza:

- a) cu privire la fondurile banesti, SSIF va transfera fondurile banesti detinute in numele Clientului in contul bancar al acestuia declarat la SSIF sau, daca acesta nu mai este activ, intr-un cont bancar deschis de SSIF cu destinatie speciala si numai dupa ce SSIF va retine toate comisiunile si spezele aferente (inclusiv orice alte sume datorate de Client catre Intemrediar cu orice titlu), urmand a informa Clientul, la ultimele date de contact notificate SSIF, despre faptul ca isi va putea retrage fondurile banesti din contul respectiv,
- b) cu privire la instrumentele financiare: (1) SSIF va transfera instrumentele financiare (1.1) catre un cont individual deschis la depozitarul central pe numele clientului in cazul instrumentelor financiare pentru care depozitarul central este depozitar emitent, sau (1.2) catre un alt SSIF sau custode, pe baza instructiunii scrise pe care Clientul se obliga sa o transmita SSIF intr-un termen de cel mult 5 zile de la data la care este notificat in legatura cu incetarea contractului, in cazul instrumentelor financiare pentru care depozitarul central nu este depozitar emitent, fie (2) in cazul in care Clientul nu instruceaza in scris SSIF conform pct. b) (1.2) de mai sus, SSIF va vinde la pretul pietei instrumentele financiare si va proceda conform dispozitiilor prevazute la lit. a) de mai sus, urmand a transmite clientului, la ultimele date de contact notificate SSIF, dovada vanzarii (confirmarea executarii tranzactiei).

15.6 Prin exceptie de la art. 15.5, in cazul in care Contractul inceteaza conform art. 15.4. lit. d) de mai sus, SSIF va proceda potrivit art. 15.5 lit. a) in ceea ce priveste fondurile banesti ale Clientului si potrivit art. 15.5 lit. b) pct. (1) in ceea ce priveste instrumentele financiare ale Clientului.

## 16. Legea aplicabila. Litigii

16.1 Prezentul Contract este guvernat de legea romana si va fi interpretat conform legii romane. Orice litigiu decurgand din sau in legatura cu acest Contract, inclusiv dar fara a se limita la incheierea, interpretarea, executarea si/sau incetarea prezentului Contract, daca nu va putea fi rezolvat pe cale amiabila, va fi supus spre solutionare Curtii de Arbitraj Comercial International de pe langa Camera de Comert si Industrie a Romaniei, in complet de trei arbitri, in conformitate cu Regulile de procedura arbitrala ale Curtii de Arbitraj Comercial International. Pentru solutionarea litigiului pe cale arbitrala, este necesara indeplinirea conditiei unei intalniri prealabile a partilor in vederea solutionarii pe cale amiabila a diferendului intervenit, partile incheind spre dovada un proces-verbal.

## 17. Dispozitii finale

17.1 Clientul declara ca a luat cunostinta, accepta si este de acord ca SSIF nu ar fi prestat pentru Client serviciile ce fac obiectul prezentului Contract si nici nu ar fi intrat in raporturi contractuale cu Clientul in cazul in care Clientul nu ar fi acceptat prevederile contractuale referitoare la dreptul SSIF de a modifica Contractul prin notificare scrisa, in conformitate cu art. 15.1 lit. b) si c).

17.2 Clientul declara si garanteaza ca (i) are capacitatea legala sa incheie prezentul Contract si sa efectueze tranzactii cu instrumentele financiare indicate la art. 1.1 de mai sus (ii) Contractul creeaza obligatii valabile si care pot fi puse in executare impotriva Clientului si, (iii) prin semnarea acestui contract, Clientul nu incalca nicio prevedere legala sau statutara care i-ar fi aplicabila.

17.3 In cazul in care o clauza din prezentul Contract este declarata nula, aceasta va fi inlaturata si nu va afecta valabilitatea celorlalte clauze ale Contractului. Partile convin ca, odata cu inlaturarea clauzei nule, aceasta sa fie inlocuita de catre parti cu o alta clauza, conforma cu

15.5 In case of cessation of this Agreement, regardless of the reason, except for situations provided at art. 9.6 and at art. 15.4 let. d) of the Agreement, the SSIF shall proceed as follows:

- a) concerning the money, the SSIF shall transfer the money held on behalf of the Customer into the bank account of the latter declared to the SSIF or, if the account is no longer active, into a bank account opened by the SSIF for special purpose and only after the SSIF retains all related fees and commissions (including any other amounts owed by the Client to the SSIF for any reason), following to inform the Customer, at the last contact data provided by it to the SSIF, about the fact that it shall be able to withdraw the money from that account.
- b) as concerns the financial instruments: (1) the SSIF shall transfer the financial instruments (1.1) to an individual account opened with the central depository on customer's name, in case of financial instruments for which the central depository is the issuer depository, or (1.2) to another SSIF or custodian, based upon the written instruction that the Customer undertakes to send to the SSIF within maximum 5 days as of the date of notification about the cessation of the agreement, in case of financial instruments for which the central depository is not the issuer depository, or (2) if the Customer does not instruct the SSIF in writing according to item b) (1.2) above, the SSIF shall sell the financial instruments at market price and shall proceed according to the provisions of let. a) above, following to send to the Customer, at the last contact information notified to the SSIF, the proof of the sale (confirmation of execution of the transaction).

15.6 By exception from provisions of art. 15.5, should the Agreement cease according to art. 15.4 let. d) above, the SSIF shall proceed according to art. 15.5 let. a) as concerns Customer's money and according to art. 15.5 let. b) item (1) as concerns the financial instruments of the Customer.

## 16. Governing Law. Litigation

16.1 This agreement is governed by the Romanian law and shall be interpreted according to the Romanian law. Any litigation arising related to or resulting from this Agreement, including, without limitation to the interpretation, performance and/or cessation of this Agreement, unless settled amicably, shall be submitted for settlement of a three-judge panel from the Court of International Commercial Arbitration attached to the Romanian Chamber of Commerce and Industry, in compliance with the Arbitration Rules of the Court of International Commercial Arbitration. To settle a litigation by arbitration, parties must fulfil the requirement of a previous meeting, to amicably settle any dispute between parties, by executing a protocol in this respect.

## 17. Final Provisions

17.1 The Customer declares that he is aware, accepts and agrees that the SSIF would not have rendered to the Customer the services referred to herein nor would they have entered into an agreement with the Customer if the Customer had not accepted the contractual provisions about the SSIF's right to amend the agreement in writing, pursuant to article 15.1 b) and c).

17.2 The Customer declares and guarantees that (i) he has the legal capacity to enter into this agreement and to conduct transactions with the financial instruments indicated in article 1.1 above (ii) the agreement creates binding obligations that can be enforced against the Customer and (iii) by signing this agreement the Customer does not breach any legal or statutory provision that might govern him.

17.3 If any provision of this agreement is declared null and void it shall be removed and shall not impair the validity of the other provisions of the agreement. Parties agree that, on removing the provision that is null and void, it should be replaced by parties with another provision

spiritul prezentului Contract, daca aceasta priveste un element esential al Contractului.

17.4 Clientul isi asuma fara rezerve si in totalitate riscurile asociate tranzactiilor cu instrumentele financiare ce fac obiectul prezentului Contract, inclusiv riscul oricaror schimbari ale imprejurarilor in care este incheiat prezentul Contract, si renunta la dreptul de a invoca impreziunea in legatura cu acest Contract.

17.5 In conformitate cu prevederile art. 1203 din Codul Civil, Clientul declara ca a citit, a inteles, a luat la cunostinta si accepta in mod expres prevederile urmatoarelor clauze din Contract: art. 4.2, art. 4.5, art. 4.9, art. 4.10, art. 7.2, art. 7.5, art. 8.2<sup>1</sup>, art. 8.2<sup>2</sup>, art. 9.5, art. 9.6, art. 9.7, art. 9.8, art. 9.9, art.10.1, art. 10.4, art. 10.5, art. 10.5<sup>1</sup>, art. 10.5<sup>2</sup>, art. 10.5<sup>3</sup>, art. 10.8, art. 13.3, art. 13.4, art. 15.1 lit. b si c), art. 15.2, art. 15.4 lit. b), art. 15.5, art. 16.1, art 17.1, art. 17.4 si art.17.10.

17.6 Clientul nu va putea cesiona sau transfera in alt mod unui tert, in total sau in parte, drepturile si obligatiile sale conferite de acest Contract fara acordul prealabil si in scris al SSIF.

17.7 Nicio renuntare a oricareia dintre parti la oricare dintre drepturile acesteia din Contract nu va fi considerata valabila si nici o incalcare a acestora de catre cealalta parte nu va fi considerata scuzabila, retroactiv sau anticipat, decat daca este facuta in scris si semnata personal de catre parti sau reprezentantii lor autorizati.

17.8 Neexercitarea sau exercitarea cu intarziere de catre SSIF a drepturilor sale decurgand din prezentul Contract, nu va fi considerata renuntare, dupa cum exercitarea singulara sau partiala a oricarui drept nu va impiedica exercitarea in continuare a altui drept. Drepturile si remediile sunt cumulative si nu exclud niciun alt drept sau despagubire permise de lege.

17.9 Partile declara cu buna credinta ca au luat la cunostinta prevederile prezentului Contract, clauza cu clauza, inteleg pe deplin efectele clauzelor contractului, pe care le accepta in mod expres, acestea reflectand vointa comuna si neingradita a partilor.

17.10 In caz de discrepante intre versiunea in limba romana si versiunea in limba engleza a prezentului Contract, va prevala versiunea in limba romana a Contractului.

17.11 Prezentul Contract, impreuna cu Anexele 1 – 3 la acesta, reprezinta integralitatea intelegerii dintre parti si inlocuieste orice intelegere anterioara, scrisa sau verbala.

17.12 Anexele 1 – 3 fac parte integranta din prezentul Contract, respectiv:

**Anexa 1 – Formular de deschidere de cont**

**Anexa 2 – Documentul de prezentare S.S.I.F. Tradeville S.A.**

**Anexa 3 – StartradeRO – Comisioane si taxe**

**Anexa 4 – Declaratia privind rezidenta fiscala**

17.13 Clientul se obliga sa pastreze pe termen nelimitat confidentialitatea prevederilor prezentului Contract, precum si a informatiilor, documentelor si datelor la care are acces in temeiul prezentului Contract.

Incheiat in doua exemplare originale, cate unul pentru fiecare parte, la sediul SSIF / prin e-mail / prin posta.

**Nume si Semnatura Client /  
Customer Name and signature**

compliant with the intention of this agreement, when it regards an essential element herein.

17.4 The Customer undertakes without reserve all and any risks related to transactions with financial instruments referred to herein, including the risk of any changes in the circumstances of this agreement and waives the right to claim the hardship principle in relation to this agreement.

17.5 Pursuant to provisions of article 1.203 of the Civil Code, the Customer declares that he has read, understood and that he is aware of and specifically accepts the provisions of the following terms of the Agreement: art. 4.2, art. 4.5, art. 4.9, art. 4.10, art. 7.2, art. 7.5, art. 8.2<sup>1</sup>, art. 8.2<sup>2</sup>, art. 9.5, art. 9.6, art. 9.7, art. 9.8, art. 9.9, art.10.1, art. 10.4, art. 10.5, art. 10.5<sup>1</sup>, art. 10.5<sup>2</sup>, art. 10.5<sup>3</sup>, art. 10.8, art. 13.3, art. 13.4, art. 15.1 let. b and c), art. 15.2, art. 15.4 let. b), art. 15.5, art. 16.1, art 17.1, art. 17.4 and art.17.10.

17.6 The Customer may not assign or transfer in any way to any third party, in full or in part, his rights and obligations arising from this agreement without SSIF's prior written consent.

17.7 No waiver to any rights hereunder by either party shall be deemed effective and no breach thereof by the other party shall be deemed acceptable retroactively or in advance, unless made in writing and personally signed by such parties or by their authorized representatives.

17.8 SSIF's failure to exercise or late exercise of their rights under the agreement shall not be considered waiver and no single or partial exercise of any right may prevent further exercise of any other right. Rights and remedies are of cumulative nature, not exclusive of any other right or remedy provided by the law.

17.9 Parties declare that they have acknowledged each provision of this Contract in good faith, they fully understand the effects of the provisions hereof and specifically accept the same, since they reflect parties' shared and unhindered will.

17.10 In case of discrepancies between the Romanian version and English version of this Agreement, the Romanian version of the Agreement shall prevail.

17.11 This agreement together with Annexes 1 to 3 hereto are the entire agreement between parties and supersedes any prior written or verbal agreement.

17.12 Annexes 1 to 3 are part of this Agreement, i.e.:

**Annex 1 – Account Opening Form**

**Annex 2 – S.S.I.F. Tradeville S.A. (Financial Investment Service Company) Presentation Document**

**Annex 3 – StartradeRO – Fees and Charges**

**Annex 4 – Tax residency Statement**

17.13 The Customer undertakes to keep confidential for an unlimited term the provisions hereof, as well as the information, the documents and the data to which he has access hereunder.

Concluded in two original counterparts, one for each party, at the office of the SSIF/by e-mail/by mail.

**Tradeville S.A.**



**Data:**

**Date:**