

General conditions for issuing Bank Guarantee Letters

1. **Commissions / Bank charges**
 - 1.1. The commission for issuing the letter of guarantee as well as all other related expenses are due and payable quarterly, until the corresponding extinguishment of the guarantee/bond.
 - 1.2. ProCredit Bank S.A. is authorized to immediately debit any account of the Client, on his behalf, with the equivalent of the commission and all other bank costs, when they become due and payable, including but not limited to the costs of the correspondent bank, in the event that the beneficiary refuses to pay them.
2. **Warranties/Indemnities**
 - 2.1. The Client agrees to grant ProCredit Bank S.A. guarantees/indemnities, as well as to consider that ProCredit Bank S.A. is insured against any financial obligations and compensations and any claims, requests, liabilities, costs, taxes and expenses, real or possible, that could be imputed or submitted against ProCredit Bank S.A. at any time, or that ProCredit Bank S.A. could bear, as coming from, or related to the above-mentioned guarantee/commitment, regardless of whether it is original, substituted, modified, extended, or otherwise, as well as against all costs, damages and expenses of any kind whatsoever, on the part of any person, which may be imposed as a consequence of the issuance of the above-mentioned guarantee / undertaking, or applied thereunder, or arising in any way from it , or in connection with it.
 - 2.2. ProCredit Bank S.A. can pay immediately, without the Client's consent, any sums claimed on the basis of the aforementioned guarantee/commitment, or in relation to it, at the time of the Beneficiary's first request for the letter of guarantee, regardless of the amount and/or the correctness of the sum requested, or if the said amount is or was due, and although the Client reserves the right to challenge the validity of such a request from the Beneficiary, it will pay, upon request, to ProCredit Bank S.A. all sums thus paid by it, according to the provisions above.
 - 2.3. ProCredit Bank S.A. has the right to recover from the Client all amounts paid by ProCredit Bank S.A., based on this power of attorney and in connection with the respective guarantee instrument, including the interest calculated at the prevailing rate, applicable to unauthorized overdraft accounts, together with the expenses incurred by ProCredit Bank România S.A. in connection with the issuance of the respective guarantee / undertaking, by charging any account opened in the name of the Client, or by any separate guarantee brought to the Client, or in any other way.
 - 2.4. Any amounts owed by the Client to ProCredit Bank S.A. based on the present, they will be considered due by law, if there is no demonstrable error.



3. The assumption and extinguishment of the commitment of ProCredit Bank S.A.

3.2. ProCredit Bank S.A. will extinguish the Client's commitment and stop collecting the due quarterly commission only in one of the following cases:

(i) at the moment of receipt from the Client of a cancellation request and upon return of the letter of guarantee/commitment, in the original, including all its amendments and annexes, if the letter of guarantee thus returned is not subject to the Uniform Rules for Guarantees on Demand (Publication 758 issued by ICC Paris) or

(ii) after the Bank has been duly and unconditionally released by the Beneficiary of the letter of guarantee, of its obligations, assumed on the basis of the said guarantee/obligation, to which is added the request of the Client to cancel the letter of guarantee.

3.3. If the letter of guarantee expires, the guarantee established at the disposal of ProCredit Bank S.A. will be released within 15 (fifteen) calendar days from the expiration date of the warranty letter.

4. Additional provisions

4.1. ProCredit Bank S.A. is authorized by the Client, if necessary, to issue a counter-guarantee in favor of another bank, having the form and content in accordance with the requirements of that bank, and the Client hereby expresses his agreement with the fact that his commitment will be extinguished by ProCredit Bank S.A. only after the latter was irrevocably and unconditionally released from its commitment, assumed on the basis of the said counter-guarantee. Unless otherwise established, ProCredit Bank S.A. reserves the right to choose the corresponding banks, according to its own selection criteria.

4.2. The client undertakes to submit to ProCredit Bank S.A., in order to issue a guarantee/obligation, all the documents requested by it, in accordance with the legislation in force regarding the currency regime, including, but not limited to, the relevant regulations of the National Bank of Romania.

The client knows the contents of the List of Excluded Activities regarding the Environment approved by the Bank and declares that his activity does not fall under the situations included in the said List

4.3. If the letter of guarantee issuance request is communicated to ProCredit Bank S.A. through the ProB@nking Plus application, guaranteed with cash collateral, the Client expresses his agreement that ProCredit Bank S.A.:

(i) to open a payment account on which the movable mortgage (cash collateral) will be constituted;

(ii) to debit any customer account and credit the account on which the guarantee will be established with the amount representing the value of the letter of guarantee.

4.4. The client understands and accepts that, until the signing of the mortgage contract on the guarantee account, the legal regime of the account will be one without special impairment, without limiting us to the following operations:



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- (i) the amounts in the account will have a common regime in case of garnishment;
- (ii) ProCredit Bank S.A. will be able to execute the debit instruments received upon payment;
- (iii) other situations provided by law or results from the contractual relationship between ProCredit Bank S.A. and the Client.