

Serie formular subscriere/ subscription form serial number: _____

Participant Eligibil / Eligible Participant _____

FORMULAR SUBSCRIERE ACTIUNI EMISE DE: S.C. Sphera Franchise Group SA
SUBSCRIPTION FORM OF SHARES ISSUED BY: S.C. Sphera Franchise Group SA
Transa Investitorilor de Retail/ Retail Tranche

PERSOANA FIZICA / NATURAL PERSON:

Nume si prenume/ Name and Surname _____

Pseudonim / Alias _____, CNP: _____,

Serie si nr. C.I./B.I./Pasaport/Permis de sedere/ No and series of ID/Passport/Staying permit: _____

Emis de/Issued by _____ La data de/at the date _____

Adresa/ Address: Strada/street _____, nr/no _____, bloc/building _____, ap./app, _____

Cod postal: _____ Localitatea./ City: _____ Judet/sector./ County/district : _____

Tara/ Country: _____, Telefon/ Phone number: _____

Adresa de e-mail/ E-mail address: _____

Data nasterii/ Date of birth: ____/____/____ Locul nasterii/ Place of birth: _____

Cetatenie/ Citizenship _____ Nationalitate/Nationality _____,

Tara de origine/ Country of birth _____ Rezident/resident nerezident/non-resident

Pregatire profesionala (studii)/Education _____

Profesie /Occupation: _____, Societatea angajatoare/Employer: _____

Persoana expusa politic/politically exposed person: NU/NO DA/YES

Daca DA, va rugam detaliati/ If YES, please provide more details: _____

Declar faptul ca sunt beneficiar real al oricaror tranzactii sau operatiuni in legatura cu prezenta subscriere/I hereby state the fact that I am the beneficial owner of all the transactions or operations relating to the present subscription:

DA/YES

NU/NO, beneficiar real este/ beneficial owner is: _____

Pseudonim / Alias _____

Data nasterii/ Date of birth ____/____/____, Locul Nasterii/ Place of birth: _____

CNP _____, C.I./B.I./Pasaport/Permis de sedere/ ID/Passport/Staying permit: _____

Emis de/Issued by _____ La data de/at the date _____

Domiciliul/Domicile: _____

Localitatea/ City: _____ Judet/sector./ County/district : _____ Tara/Country: _____

Resedinta/residence _____, Tel./ Fax _____

Adresa de e-mail/ E-mail address _____

Nationalitate/Nationality _____, Cetatenie/Citizenship _____

Tara de origine/Country of birth _____ Rezident/resident nerezident/non-resident

Pregatire profesionala (studii)/Education: _____

Profesie /Occupation: _____, Societatea angajatoare/Employer: _____

Persoana expusa politic/politically exposed person: NU/NO DA/YES

Daca DA, va rugam detaliati/ If YES, please provide more details: _____

Prin Reprezentant: Nume si prenume/ Name and surname _____

Pseudonim / Alias _____

CNP: _____, Cetatenie/ citizenship: _____

C.I./B.I./Pasaport/Permis de sedere/ ID/Passport/Staying permit: _____

Emis de/Issued by _____ La data de/at the date _____

Adresa:/Address; Strada/street _____, nr/no_____, bloc/building_____, ap./app, _____
Cod postal: _____ Localitatea./ City: _____, Judet/sector./ County/district : _____,
Tara/ Country _____ Telefon/ Phone number: _____
Adresa de e-mail/ E-mail address: _____
 Rezident/resident nerezident/non-resident
Data nasterii/ Date of birth: ___/___/___, Locul nasterii/ Place of birth: _____
Nationalitate/Nationality _____,
Tara de origine/ Country of birth _____ Rezident/resident nerezident/non-resident
Pregatire profesionala (studii)/Education _____
Profesie /Occupation: _____, Societatea angajatoare / Employer: _____
Persoana expusa politic/politically exposed person: NU/NO DA/YES
Daca DA, va rugam detaliati/ If YES, please provide more details: _____

PERSOANA JURIDICA/ LEGAL PERSON:

Denumirea (name): _____
Nr. Inmatriculare Registrul Comertului/Registration no with the Registry of Commerce: _____
CUI/ Identification number: _____, Forma si structura juridica/legal form _____
Resedinta fiscala/ fiscal residency Romana/Romania Straina/Foreign
Capital social subscris si varsat /Registered and paid-up share capital: _____
Adresa/ Address: Strada/street: _____, nr/no _____, bloc/building _____, ap./app _____
Cod postal/postal code _____, Localitatea./ City: _____, Judet/sector./ County/district: _____
Tara/ Country: _____, Telefon/ Phone number: _____
E-mail: _____, Pagina de internet/ Website: _____
Prin reprezentant/ through representative: Nume si prenume/Name and surname _____
Pseudonim / Alias _____ CNP: _____
Cetatenie/ citizenship: Romana/Romania Straina/Foreign; Nationalitate/Nationality _____
C.I./B.I./Pasaport/Permis de sedere/ ID/Passport/Staying permit: _____
Emis de/Issued by _____ La data de/at the date _____
Tara de origine/ Country of birth _____ Rezident/resident nerezident/non-resident
Data nasterii/ Date of birth: ___/___/___ Locul nasterii/ Place of birth: _____
Strada/street _____, nr/no _____, bloc/building _____, ap./app. _____
Cod postal/postal code _____, Localitatea./ City: _____, Judet/sector./ County/district: _____
Tara/ Country: _____ Telefon/ Phone number: _____ - _____
Adresa de e-mail/ E-mail address: _____
Pregatire profesionala (studii)/Education _____
Profesie /Occupation: _____
Persoana expusa politic/politically exposed person NU/NO DA/YES
Daca DA, va rugam detaliati/ If YES, please provide more details: _____

BENEFICIARUL/BENEFICIARII REAL/i al/ai instrumentelor financiare rezultate din tranzactiile efectuate in legatura cu prezenta subscriere/ Beneficiary owner/s of the financial instruments object of transactions executed in relation to the present subscription:

1. Nume si prenume/ name and surname: _____ CNP _____
Pseudonim/Alias _____
C.I./B.I./Pasaport/Permis de sedere/ ID/Passport/Staying permit: _____
Emis de/Issued by _____ La data de/at the date _____
Domiciliul/Domicile: _____
Localitatea/ City: _____ Judet/sector/ County/district : _____ Tara/Country: _____

Resedinta/residence _____, Tel./ Fax _____
Adresa de e-mail/ E-mail address: _____
Data nasterii/ Date of birth __/__/____, Locul Nasterii/ Place of birth: _____
Nationalitate/Nationality _____, Cetatenie/Citizenship _____
Tara de origine/ Country of birth _____ Rezident/resident nerezident/non-resident
Pregatire profesionala (studii)/Education: _____
Profesie /Occupation: _____, Societatea angajatoare/Employer: _____
Persoana expusa politic/politically exposed person: NU/NO DA/YES
Daca DA, va rugam detaliati/ If YES, please provide more details: _____

2. Nume si prenume/ name and surname: _____ CNP _____
Pseudonim/Alias _____
C.I./B.I./Pasaport/Permis de sedere/ ID/Passport/Staying permit: _____
Emis de/Issued by _____ La data de/at the date _____
Domiciliul/Domicile: _____
Localitatea/ City: _____ Judet/sector/ County/district : _____ Tara/Country: _____
Resedinta/residence _____, Tel./ Fax _____
Adresa de e-mail/ E-mail address: _____
Data nasterii/ Date of birth __/__/____, Locul Nasterii/ Place of birth: _____
Nationalitate/Nationality _____, Cetatenie/Citizenship _____
Tara de origine/ Country of birth _____ Rezident/resident nerezident/non-resident
Pregatire profesionala (studii)/Education: _____
Profesie /Occupation: _____, Societatea angajatoare/Employer: _____
Persoana expusa politic/politically exposed person: NU/NO DA/YES
Daca DA, va rugam detaliati/ If YES, please provide more details: _____

3. Nume si prenume/ name and surname: _____ CNP _____
Pseudonim/Alias _____
C.I./B.I./Pasaport/Permis de sedere/ ID/Passport/Staying permit: _____
Emis de/Issued by _____ La data de/at the date _____
Domiciliul/Domicile: _____
Localitatea/ City: _____ Judet/sector/ County/district : _____ Tara/Country: _____
Resedinta/residence _____, Tel./ Fax _____
Adresa de e-mail/ E-mail address: _____
Data nasterii/ Date of birth __/__/____, Locul Nasterii/ Place of birth: _____
Nationalitate/Nationality _____, Cetatenie/Citizenship _____
Tara de origine/ Country of birth _____ Rezident/resident nerezident/non-resident
Pregatire profesionala (studii)/Education: _____
Profesie /Occupation: _____, Societatea angajatoare/Employer: _____
Persoana expusa politic/politically exposed person: NU/NO DA/YES
Daca DA, va rugam detaliati/ If YES, please provide more details: _____

Suma transferata/ Amount transferred	Suma subscrisa/ Amount subscribed
Numar actiuni subscribe/ Subscribed no. of shares	Pret subscriere / Subscription price
Numar cont curent platitor/ (IBAN) Payer's current account no: (nume titular cont/account holder name)	
Numar cont plati catre subscriitor/ (IBAN) Current acc. payments to subscriber: (nume titular cont/ account holder name)	
Adresa de corespondenta subscriitor (e-mail): _____	

Declar ca am luat la cunostinta, am inteles si am acceptat termenii si conditiile ofertei publice de vanzare de valori mobiliare dupa cum sunt descrise in prospectul de oferta si anexele la acesta. Am inteles si acceptat faptul ca in caz de suprasubscriere numarul de valori mobiliare ce imi vor reveni la sfarsitul ofertei poate fi mai mic decat numarul de valori mobiliare subscribe. In aceasta situatie inteleg sa primesc diferenta de bani ramasa in urma alocarii in contul bancar mentionat in prezentul formular. Subsemnatul/ subscriisa declar prin prezentul ca am capacitatea legala si statutara, precum si resursele necesare de a cumpara valorile mobiliare subscribe prin prezentul. Nu am cunostinta despre nici un fapt sau actiune a unei terte parti care ar putea afecta sau limita aceasta capacitate. Prezenta declaratie va produce efecte juridice doar in cazul investitorilor care subscriu in oferta publica de vanzare de actiuni emise de S.C. Sphera Franchise Group SA, in conformitate cu prevederile Prospectului de Oferta Publica, in Transa Investitorilor de Retail.

I, the undersigned declare that I am aware of, I have understood and I accept the terms and conditions of the public offer for this security issue as they are described in the prospectus. I understood and accepted the fact that, in case of oversubscription, the number of securities I will get at the end of the public offer may differ from the number of securities subscribed. In such a situation I accept to receive the unallocated amount in the bank account indicated in the present form. I, the undersigned, hereby declare that I have legal and statutory capacity, as well as the needed resources, to buy the securities subscribed. I have no knowledge of a deed or action initiated by a third party that might limit this capacity.

The present statement shall be signed and shall produce legal effects solely for investors subscribing in the public offering for the sale of shares issued by S.C. Sphera Franchise Group SA, according to the provisions of the Public Offering Prospectus, within the Retail Tranche.

Prezentul formular include o anexa care detaliaza termenii si conditiile serviciilor prestate de Intermediar Clientului cu privire la oferta/ The present form includes an appendix detailing the terms and conditions under which the Intermediary provides the Client with the services relating to the offer.

Data si ora subscrierii/ Subscription date and hour: _____

Semnatura Reprezentant Participant Eligibil/ ASIF
Signature of Eligible Participant representative/ ASIF

Semnatura Client/Reprezentant
Client's/ Representative's signature

ANEXA FORMULARULUI DE SUBSCRIERE ACTIUNI EMISE DE S.C. Sphera Franchise Group SA
APPENDIX OF SUBSCRIPTION FORM OF SHARES ISSUED BY S.C. Sphera Franchise Group SA

Transa Investitorilor de Retail/ Retail Tranche

Art. 1. Tipul Serviciilor prestate/ Type of Services provided

Obiectul prezentei Anexe la Formularul de Subscriere il constituie stabilirea termenilor si conditiilor in care _____, societate de servicii de investitii financiare / institutie de credit inregistrata in Registrul ASF sub nr. _____ in baza Deciziei nr. _____, avand sediul in _____,

numar de inregistrare la Registrul Comertului _____, CUI _____, cod operator date cu caracter personal _____ (denumit in continuare Intermediarul) furnizeaza, in conformitate cu autorizatia de functionare si regulamentele si legile aplicabile, Servicii de Investitii Financiare in legatura cu cumpararea de valori mobiliare in cadrul ofertelor publice de vanzare, incluzand (i) preluarea si transmiterea ordinelor privind unul sau mai multe instrumente financiare, (ii) executarea ordinelor in numele Investitorului si (iii) pastrarea in siguranta a instrumentelor financiare ale Investitorului, caruia Intermediarul ii presteaza si servicii de custodie si administrare a disponibilitatilor banesti./ *The object of the present Appendix to the Subscription Form is to decide the terms and conditions according _____ to _____ which _____ a*

financial investment services institution registered in the FSA Register under no. _____, based on the Decision no. _____, with headquarters at _____, registered at the Trade Register under no. _____, sole registration code _____, personal data operator code _____ (hereinafter referred to as the Intermediary) provides, according to the functioning authorisation and the applicable laws and regulations, Financial Investment Services in connection to buying securities within offers for sale, including (i) taking over and transmitting the orders regarding one or more securities, (ii) executing the orders in the name of the Investor and (iii) safekeeping the securities of the Investors for which the Intermediary also provides custody and money administration services.

Investitorul intelege si este de acord ca Intermediarul nu ii va furniza in baza prezentului contract, urmatoarele Servicii de Investitii Financiare: (i) administrarea portofoliului si (ii) consultanta pentru investitii./ *The investor understands and agrees that the Intermediary will not provide, base on the present contact, the following Financial Investment Services: (i) portfolio management and (ii) investment advice.*

Serviciile de Investitii Financiare se refera la valori mobiliare obiect al Oferta publica de vanzare actiuni emise de S.C. Sphera Franchise Group SA, denumita in cele ce urmeaza "**Oferta**" si vor fi prestate in baza Prospect de oferta publica de vanzare actiuni emise de S.C. Sphera Franchise Group SA, denumit in cele ce urmeaza "**Prospect**". Orice alte servicii de investitii financiare, incluzand vanzarea valorilor mobiliare achizitionata in cadrul Ofertei, vor fi prestate de catre Intermediar numai in conditiile in care Investitorul semneaza un Contract de prestari servicii de investitii financiare incheiat intre Intermediar si Investitor./ *The Financial Investment Services refer to securities subject to the public offering of shares issued by S.C. Sphera Franchise Group SA, hereinafter referred to as the "Offer" and will be provided based on the Prospectus of public offering of shares issued by S.C. Sphera Franchise Group SA , hereinafter referred to as the "Prospectus". Any other financial investment services, including the sale of the securities purchased within the Offer, will be provided by the Intermediary only in case the Investor signs a Contract for financial investment services concluded between the Intermediary and the investor.*

Art. 2. Onorarii / Comisioane / Fees / Commissions

Investitorul nu va datora Intermediarului niciun comision pentru Serviciile de Investitii Financiare furnizate in legatura cu cumpararea de valori mobiliare in cadrul Ofertei./ *The Investor will not owe the Intermediary any fee for the Financial Investment Services provided in connection to buying securities within the Offer.*

Investitorul va suporta comisioanele bancare aferente rambursarilor de fonduri catre acesta in situatiile mentionate in Prospect./ *The Investor will bear the bank fees in connection to its fund reimbursements in the cases mentioned in the Prospectus.*

In situatia in care, in urma incheierii prezentului Formular de subscriere autoritatile publice romane impun noi taxe aferente tranzactiilor cu instrumente financiare, Investitorul se obliga sa suporte si sa plateasca asemenea taxe. In masura in care plata acestor taxe va trebui realizata prin intermediul Intermediarului, acesta va realiza plata respectiva pe seama Investitorului./ *In case that, following the conclusion of the present Subscription Form, the Romanian public authorities impose new taxes in connection to transactions with securities, the Investor undertakes to bear and pay such taxes. To the*

extent that such taxes will have to be paid through the Intermediary, it will make the respective payment on behalf of the Investor.

Art. 3. Durata Formularului de subscriere / Term of the subscription form

In conformitate cu prevederile Prospectului, prevederile mentionate in cadrul Formularului de Subscriere intra in vigoare la data semnarii prezentului Formular de Subscriere si depunerii sale in cadrul Ofertei impreuna cu documentatia aferenta mentionata in Prospect si/sau reglementarile interne ale Intermediarului inclusiv cele privind cunoasterea clientelei si produc efecte pana la primul din urmatoarele evenimente (i) stingerea obligatiilor Intermediarului aferente executarii si decontarii tranzactiei ce urmeaza subscrierii in cadrul Ofertei pentru Investitori care au un alt custode decat Intermediarul sau (ii) pana la transferul instrumentelor sau (iii) pana la incheierea unui contract de prestari servicii de intermediere financiara cu Intermediarul./ *According to the provisions of the Prospectus, the provisions mentioned in the Subscription Form enter into force on the date on which the present Subscription Form is signed and submitted within the Offer together with the related documentation mentioned in the Prospectus and/or the Intermediary's internal regulations including the 'know your customer' regulations, and produce effects until first of the following (i) the Intermediary carries out its obligations regarding the execution and settlement of the transaction that follows the subscription within the Offer for the Investors that have a different custodian than the Intermediary or (ii) until the transfer of the instruments or (iii) until the conclusion of an agreement for the rendering of financial intermediation services agreement.*

Circumstantele de revocare a unei subscrieri efectuate sunt prevazute in Prospect./ *The cases in which a subscription made may be revoked are mentioned in the Prospectus.*

Art. 4 Drepturile si obligatiile partilor/ Rights and obligations of the parties

Drepturile si obligatiile Intermediarului / Rights and obligations of the Intermediary

4.1 Intermediarul se obliga sa actioneze in mod onest, corect si profesional, in concordanta cu cel mai bun interes al Investitorului./ *The Intermediary undertakes itself to act with honesty, correctly and professionally, according to the best interest of the Investor.*

4.2 Intermediarul se obliga sa nu actioneze intr-un mod de natura sa pericliteze, sa poata fi considerat ca pericliteaza sau sa induca o situatie care poate sa prejudicieze fondurile si/sau instrumentele financiare ale Investitorului ori Piata Reglementata pe care actioneaza./ *The Intermediary undertakes itself not to act in a manner that might damage, that may be considered as damaging or to induce a situation that may damage the funds and/or the securities belonging to the Investor or the Regulated Market on which it acts.*

4.3 Intermediarul va deschide, opera si mentine, in evidentele sale, in numele Investitorului care nu foloseste serviciile unei banci custode:

- un cont de numerar, in lei, in vederea efectuarii platilor si/sau, daca este cazul, a incasarilor generate in legatura cu tranzactia ce urmeaza subscrierii in cadrul Ofertei.

- un cont de instrumente financiare.

The Intermediary will open, operate and keep in its records, in the name of the Investor not using the services of a custodian bank:

- *a cash account, in RON, in order to make the payments and/or, as the case may be, to receive the revenues generated in connection to the transaction that follows the subscription within the Offer.*

- *a securities account.*

4.4 In cazul in care Intermediarul considera ca a primit de la Investitor informatii insuficiente, care induc in eroare sau sunt neadecvate, precum si daca documentele depuse de Investitor in vederea subscrierii sunt incomplete si/sau nu raspund cerintelor Prospectului, Intermediarul isi rezerva dreptul ca la libera sa alegere, sa refuze deschiderea contului/conturilor de numerar si respectiv de instrumente financiare./ *In case the Intermediary considers that it received insufficient information from the Investor or that such information is misleading or false, as well as if the documents submitted by the Investor for subscription purposes are incomplete and/or do not observe the requirements of the Prospectus, the Intermediary reserves the right, at its free choice, to refuse opening the cash and securities account/accounts respectively.*

4.5 Intermediarul va desfasura toate activitatile necesare inregistrarii si evidentierii operatiunilor cu numerar, a tranzactiilor aferente Ofertei si altor instructiuni ale Investitorului, in scopul prestarii in bune conditii a serviciilor asumate prin prezentul Formular de Subscriere./ *The Intermediary will carry out all the activities necessary for registering and keeping record of cash operations, the transactions connected to the Offer and other instructions received from the Investor in connection to the Offer, in order to provide the services assumed in the present Subscription Form in a proper manner.*

4.6 Intermediarul se obliga sa asigure pastrarea in siguranta a instrumentelor financiare pe care le tine in custodie in contul Investitorului si (i) sa nu faca uz de niciunul din respectivele instrumente financiare sau de drepturile ce decurg din acestea, in beneficiul sau sau al oricarei alte terte parti si (ii) sa nu transfere aceste instrumente financiare altfel decat este prevazut in prezentul document si in Prospect./ *The Intermediary undertakes to safe keep the securities that it keeps in custody on the account of the Investor and (i) not to make use of any of the respective securities or rights derived therefrom to its benefit or to the benefit of any other third party and (ii) not to transfer such securities other than as stated herein and within the Prospectus.*

4.7 Intermediarul va asigura in mod permanent segregarea dintre instrumentele financiare detinute in numele Investitorului si instrumentele financiare detinute in nume si pe cont propriu./ *The Intermediary will permanently secure the segregation between the securities held in the name of the Investor and the securities it holds in its own name and behalf.*

4.8 Intermediarul va prelua si executa instructiunile Investitorului, numai in conditiile mentionate in Prospect si prezentul formular, cu respectarea regulilor sale interne privind acceptarea, validarea si transmiterea spre executare a ordinelor de subscriere, precum si conform regulilor privind gestionarea riscului de decontare./ *The Intermediary will take over and execute the instructions of the Investor only according to the terms included in the Prospectus and the present form, in compliance with its internal regulations on the acceptance, validations and transmission of subscription forms for execution purposes, as well as according to the regulations on settlement risk management.*

4.9 In cazul Ofertei, Intermediarul va credita contul de numerar al Investitorului cu sumele de bani pe care acesta le transfera la momentul subscrierii, va debita contul de numerar al acestuia cu sumele datorate de acesta pentru decontarea tranzactiei, precum si cu comisioanele si spezele bancare aferente transferurilor de fonduri, si va credita contul respectivului investitor cu eventualele sumele reprezentand contravaloarea instrumentelor financiare subscribe in cadrul ofertei si nealocate Investitorului. Alocarea instrumentelor financiare, precum si returnarea fondurilor transferate in exces se vor executa in stricta conformitate cu prevederile Prospectului./ *In the case of the Offer, the Intermediary will credit the cash account of the Investor with the amounts of money it transfers for subscription, will debit its cash account with the amounts due by the latter for the settlement of the transaction, as well as the bank fees and commissions charged for funds transfer and will credit the account of the respective investors with the eventual amounts representing the value of the securities subscribed and not-allocated to the Investor. The allocation of securities, as well as the return of the funds transferred in excess, will be carried out strictly according to the provisions of the Prospectus.*

4.10 Disponibilitatile banesti ale Investitorului, transferate in baza prezentului Formular de subscriere in vederea subscrierii in cadrul Ofertei, nu sunt purtatoare de dobanda./ *The cash belonging to the Investor, transferred based on the present Subscription Form for subscription under the Offer, in the investment account does not bear any interest.*

4.11 Intermediarul nu va presta servicii de schimb valutar in baza prezentului Formular de subscriere./ *The Intermediary will not perform foreign exchange services based on the present Subscription Form.*

4.12 Intermediarul va pastra confidentialitatea informatiilor privind Investitorul si tranzactiile acestuia. Clauza de confidentialitate nu se aplica in cazurile special prevazute de lege, in cazul in care Intermediarul ar suferi o pierdere iminenta sau atunci cand Investitorul autorizeaza Intermediarul sa divulge asemenea informatii./ *The Intermediary will keep confidential the information regarding the Investor and its transactions. The confidentiality clause does not apply in the cases especially provided by the law, in case the Intermediary would register an imminent loss or when the Investor authorises the Intermediary to disclose such information.*

4.13 Investitorul consimte prin prezenta in mod expres si renunta la orice restrictie privind pastrarea confidentialitatii informatiilor impusa Intermediarului de legislatia in vigoare in cazul in care este necesara prezentarea unor asemenea informatii in relatiile cu terti implicati in procesele organizatorice si decizionale ale Intermediarului si in relatia cu Emitentul sau membrii sindicatului de intermediere a Ofertei. Prin terti implicati se intelege, fara a se limita la, orice consultant, auditori ai Intermediarului sau entitati romane sau straine ce fac parte din grupul Intermediarului. Intermediarul va lua masurile necesare in vederea asigurarii pastrarii confidentialitatii de catre terti a informatiilor dezvaluite conform acestei clauze. Intermediarul este indreptatit sa transmita membrilor sindicatului de intermediere a Ofertei orice date referitoare la Investitor si subscrierea sa in cadrul Ofertei./ *The Investor hereby expressly agrees and waives any restriction regarding the obligation to keep the information confidential imposed to the Intermediary by the legislation in force in case the disclosure of such information is necessary in relation to third parties involved in the Intermediary's organisational and decisional processes and in relation with the Issuer or the members of the syndicate for the intermediation of the Offer. Involved third parties are, without being limited to, any advisors, auditors of the Intermediary or Romanian or foreign entities that are part of Intermediary's group. The Intermediary will take the necessary measures in order to assure that the third parties keep the confidentiality of the information disclosed according to the present provision. The Intermediary is entitled to send to the syndicate members of the Offer any information regarding the Investor and its subscription within the Offer.*

4.14 Intermediarul va incadra Investitorul in categoria Client Retail si prin semnarea prezentului Formular de Subscriere Investitorul ia la cunostinta cu privire la incadrarea sa. Sub rezerva dreptului Investitorului de a cere un statut diferit, Intermediarul va trata Investitorul, pentru toate scopurile prezentului Formular de Subscriere, potrivit regimului aplicabil categoriei in care a fost incadrat./ *The Intermediary shall categorise the Investor as a Retail Client and by signing the present Subscription form the Investor acknowledges such treatment. Subject to the Investor's right to opt for a different treatment, the Intermediary will treat the Investor, for all the purposes of the present Subscription Form, according to the conditions applicable to the category under which it was placed.*

4.15 Investitorul consimte prin prezenta in mod expres la prelucrarea de catre Intermediar a datelor sale cu caracter personal in scopul executarii obligatiilor din prezentului contract. Intermediarul va lua toate masurile tehnice si organizatorice in vederea protejarii datelor cu caracter personal ale Investitorului impotriva oricarei distrugerii accidentale sau ilegale, pierderi, modificari, acces neautorizat, in special in cazul in care procesarea Tranzactiilor implica transmiterea acestora in retele informatice, cat si impotriva oricarei prelucrari ilegale, de orice fel./ *The Investor hereby expressly agrees to the processing by the Intermediary of its personal data, in order to carry out the present contract. The Intermediary will take all the technical and organisational measures in order to protect the personal data of the Investor against any accidental or illegal destruction, losses, changes, unauthorised access, especially in case the processing of the Transactions involves sending them to IT networks, as well as against any illegal processing, of any kind.*

4.16 Intermediarul va transmite Investitorului o singura data o confirmare privind executarea tranzactiilor sau invalidarea subscrierii care fac obiectul prezentului contract, in conformitate cu prevederile Prospectului. / *The Intermediary shall send once to the Investor a confirmation regarding the execution of the transactions or the invalidation of the subscription subject to the present contract according to the provisions of the Prospectus.*

4.17 Drepturile si obligatiile mentionate mai sus se completeaza cu cele prevazute in Prospect./ *The rights and obligations mentioned above are completed by the provisions of the Prospectus.*

Drepturile si obligatiile Investitorului / Rights and obligations of the Investor.

4.18 In scopul deschiderii unui cont de numerar/instrumente financiare la Intermediar in vederea subscrierii in cadrul Ofertei, Investitorul este obligat sa furnizeze Intermediarului toate documentele mentionate in Prospect./ *In order to open a cash/securities account with the Intermediary in view of subscribing within the Offer, the Investor must submit to Intermediary all the documents mentioned in the Prospectus.*

4.19 Investitorul este responsabil de furnizarea corecta si completa a datelor cuprinse in prezentul Formular de Subscriere sau in documentele furnizate catre intermediar. Intermediarul nu este responsabil pentru inconvenientele sau pierderile care pot aparea din cauza omisiunii declararii unor informatii, transmiterii eronate a informatiilor sau neactualizarii informatiilor de catre Investitor. Investitorul declara ca intelege obligatia de a-si actualiza datele de identificare si de contact ori de cate ori este cazul pe durata formularului de subscriere asa cum este definita la art. 3 si ca isi asuma efectele neindeplinirii acestei obligatii./ *The Investor is liable for correctly and completely providing the data contained in the present Subscription Form or the documents provided to the Intermediary. The Intermediary is not liable for the inconsistencies or losses that may occur due to the omission of providing certain information, incorrect transmission of information or failure to update the information by the Investor. The Investor declares that he understands the obligation to update its identification data and the contact data each time it is necessary during the term of the subscription form as defined in art. 3 and that he undertakes the consequences of the unfulfillment of this obligation.*

4.20 Investitorul are dreptul de a obtine oricand, la solicitarea sa, copii ale documentelor aferente activitatii de tranzactionare derulate pe contul sau, prin intermediul Intermediarului. Eventualele fonduri pe care Intermediarul le datoreaza investitorului ca urmare a procesului de subscriere, vor fi returnate acestuia in contul de plati catre investitor mentionat in prezentul formular./ *The Investor has the right to obtain any time, upon its request, copies of the documents related to the trading activity carried out in its account, through the Intermediary. Any funds that the Intermediary owes to the investor as a result of the subscription, will be returned into the account of the investor mentioned in this form.*

4.21 Drepturile si obligatiile mentionate mai sus se completeaza cu cele prevazute in Prospect. / *The rights and obligations mentioned above are completed by the provisions of the Prospectus.*

Art. 5 Modalitati de comunicare/ Communication means

5.1 Investitorul poate comunica cu Intermediarul si poate primi informatii, notificari sau documente in limbile romana si engleza./ *The Investor may communicate with the Intermediary and may receive information, notices or documents in Romanian and English.*

5.2 Intermediarul va comunica Investitorului indicele de alocare a instrumentelor financiare prin publicarea respectivului indice pe pagina de internet a Bursei de Valori Bucuresti, in ziua alocarii, in conformitate cu prevederile Prospectului./ *The Intermediary shall communicate to the Investor the allocation index of the securities by posting the respective index on the web page of the Bucharest Stock Exchange, in the allocation date, according to the provisions of the Prospectus.*

5.3 Investitorul este de acord ca intermediarul sa foloseasca pentru transmiterea rapoartelor de confirmare a executarii tranzactiei sau a oricaror alte informatii adresa de posta electronica (e-mail) furnizata Intermediarului./ *The Investor agrees that the Intermediary may use the e-mail address provided to the Intermediary for sending reports confirming that the transaction was made or any other notices.*

Art. 6. Reprezentari si garantii/ Representations and guarantees

6.1 Investitorul garanteaza, declara si se angajeaza fata de intermediar ca, la data incheierii prezentului Formular de subscriere si pe intreaga durata a acestuia, are capacitatea necesara ceruta de lege pentru a incheia in mod valabil prezentul Formular de subscriere, iar incheierea acestuia si Tranzactia executata ulterior in numele si pe contul sau nu contravine niciunei prevederi legale, administrative sau contractuale aplicabile Investitorului si/sau activitatii sale./ *The Investor guarantees, represents and commits to the Intermediary that, on the date on which the present Subscription Form is concluded and during its entire term, it has the necessary capacity required by the law to validly conclude the present Subscription Form, and its conclusion and the Transaction carried out subsequently in its name and on its behalf does not breach any legal, administrative or contractual provision applicable to the Investor and/or its activity.*

6.2 Investitorul cunoaste ca instrumentele financiare care vor face obiectul subscrierii prin intermediul Formularului de Subscriere sunt emise exclusiv prin inscriere in cont si nu pot fi tranzactionate decat prin procedurile specifice acestei forme. Instrumentele financiare sunt considerate bunuri fungibile iar individualizarea lor se realizeaza numai prin cod ISIN si volum./ *The Investor is aware that the securities that will be subject to subscription by means of the Subscription Form are issued exclusively by registration in the account and can only be traded based on the procedures specific to this form. The securities are considered fungible goods and they can be individualised only by ISIN code and volume.*

6.3 Investitorul declara ca intelege termenii si isi asuma riscul ce decurge din tranzactiile cu instrumentele financiare ce fac obiectul prezentului contract./ *The Investor represents that it understands the terms and assumes the risk derived from the transactions with securities subject to the present Contract.*

Art. 7. Diverse / Miscellaneous

Prevederile Formularului de Subscriere se completeaza cu prevederile Prospectului./ *The provisions of the Subscription Form are supplemented by the provisions of the Prospectus.*

Relatiile dintre Investitor si Intermediar sunt guvernate de legea romana. Pe intreaga durata a desfasurarii Ofertei, partile sunt de acord sa respecte cadrul juridic in vigoare la data semnarii prezentului Formular de subscriere. Acest formular de subscriere a fost pregatit in limba romana si limba engleza in doua exemplare originale. Daca exista orice discrepanta intre versiunea in limba romana si cea in limba engleza, versiunea in limba romana va prevala./ *The relations between the Investor and the Intermediary are governed by Romanian law. During the entire term of the Offer, the parties agree to observe the legal framework in force on the date of signing the present Subscription Form. This subscription form was prepared in Romanian and English language in two originals. If there is a discrepancy between the Romanian version and the English one, the Romanian version shall prevail.*

Prezentul document este guvernata de legea romana. Orice diferend intervenit intre parti in legatura cu executarea si interpretarea Formularului de subscriere se va incerca a fi solutionat pe cale amiabila. In situatia in care solutionarea amiabila nu este posibila, diferendul va fi supus solutionarii Camerei Arbitrale a Pietei Reglementate, conform regulamentelor si procedurilor proprii. Hotararea pronuntata de Camera Arbitrala este definitiva si executorie. Prin exceptie pentru persoanele fizice orice diferend va fi supus spre solutionare instantelor judecatoresti competente./ *The present form is governed by Romanian law. The parties will try to settle amicably any dispute occurring between them in connection to the execution and interpretation of the Subscription Form. In case this is not possible, the dispute will be submitted to the Arbitrage Chamber of the Regulated Market, according to its own regulations and procedures. The award issued by the Arbitrage Chamber is final and enforceable. By way of exception for private individuals any diferend shall be submitted to the competent courts of law.*

PRIN SEMNAREA PREZENTEI ANEXE A FORMULARULUI DE SUBSCRIERE DECLAR CA AM LUAT LA CUNOSTINTA, AM INTELES SI SUNT DE ACORD FARA REZERVA CU PREVEDERILE SALE, MA OBLIG SA LE RESPECT INTOCMAI SI IMI ASUM RISCURILE CE DECURG DIN TRANZACTIILE CU

INSTRUMENTE FINANCIARE./ BY SIGNING THE PRESENT APPENDIX TO THE SUBSCRIPTION FORM I REPRESENT THAT I AM AWARE, I UNDERSTOOD AND I AGREE WITHOUT RESERVES WITH ITS PROVISIONS, I COMMIT TO OBSERVE THEM IN FULL AND I ASSUME THE RISKS DERIVED FROM TRANSACTIONS WITH SECURITIES.

Intermediar/Intermediary

Investitor / Investor

Reprezentat de/ Represented by:

.....

Reprezentat de/ Represented by:

.....

.....

(nume in clar; semnatura si stampila/ name in clear, signature and stamp)

(nume in clar; semnatura si stampila/ name in clear, signature and stamp)