

**ACCEPTANCE FORM FOR THE TENDER OFFER INITIATED BY  
FONDUL PROPRIETATEA S.A. AND INTERMEDIATED BY SSIF SWISS CAPITAL S.A.  
(Offer approved by the Financial Supervising Authority through Decision no. 557/11.05.2022) (the "Tender Offer")**

Concluded between:

\_\_\_\_\_, headquartered in \_\_\_\_\_, registered with the Trade Registry with no. \_\_\_\_\_, Unique identification number \_\_\_\_\_, authorized by the National Securities Commission (NSC)/ Financial Supervisory Authority ("FSA") through Decision no. \_\_\_\_\_, NSC/FSA Registry registration no. \_\_\_\_\_, personal data operator registered with the National Supervisory Authority for Personal Data Processing under no. \_\_\_\_\_, legally represented by Mr./Mrs. \_\_\_\_\_, as \_\_\_\_\_, hereinafter called the **"Intermediary"**

And

**Individual:**

First and last name \_\_\_\_\_, owner of ID/Passport series \_\_\_\_\_ no. \_\_\_\_\_, personal code (CNP) \_\_\_\_\_, date of birth \_\_\_\_\_, place of birth \_\_\_\_\_, Citizenship \_\_\_\_\_, Residency \_\_\_\_\_, Profession \_\_\_\_\_, Place of Work \_\_\_\_\_, Beneficial owner \_\_\_\_\_, Public Function Held (PEP) \_\_\_\_\_, residing in \_\_\_\_\_, postal code \_\_\_\_\_, telephone no. \_\_\_\_\_, e-mail address \_\_\_\_\_, fax \_\_\_\_\_.

**Represented by (if applicable)**

First and last name of the representative \_\_\_\_\_, owner of ID/Passport series \_\_\_\_\_ no. \_\_\_\_\_, personal code (CNP) \_\_\_\_\_, date of birth \_\_\_\_\_, place of birth \_\_\_\_\_, Citizenship \_\_\_\_\_, Residency \_\_\_\_\_, Profession \_\_\_\_\_, Place of Work \_\_\_\_\_, Beneficial owner \_\_\_\_\_, Public Function Held (PEP) \_\_\_\_\_, residing in \_\_\_\_\_, postal code \_\_\_\_\_, telephone no. \_\_\_\_\_, e-mail address \_\_\_\_\_, fax \_\_\_\_\_.

Based on power of attorney no. \_\_\_\_\_

Mailing address of the subscriber (in case it differs from the residency address): \_\_\_\_\_

**Legal entity:**

Name \_\_\_\_\_, Trade Registry registration no. \_\_\_\_\_, fiscal code/ID no. \_\_\_\_\_, Share Capital \_\_\_\_\_, headquartered in \_\_\_\_\_, postal code \_\_\_\_\_, telephone no. \_\_\_\_\_, fax \_\_\_\_\_, e-mail \_\_\_\_\_, web-page \_\_\_\_\_, Beneficial owner \_\_\_\_\_

legally represented by:

First and last name of the representative \_\_\_\_\_, owner of ID/Passport series \_\_\_\_\_ no. \_\_\_\_\_, personal code (CNP) \_\_\_\_\_, date and place of birth \_\_\_\_\_, Citizenship \_\_\_\_\_, Residency \_\_\_\_\_, Profession \_\_\_\_\_, Public Function Held (PEP) \_\_\_\_\_, residing in \_\_\_\_\_, postal code \_\_\_\_\_, telephone no. \_\_\_\_\_, e-mail \_\_\_\_\_, fax \_\_\_\_\_, in his/her capacity of \_\_\_\_\_, according to \_\_\_\_\_

(the documents certifying the representing will be mentioned (incorporation act, decisions – for ex. General Shareholders Meeting, Board of directors, empowerment, etc)

Mailing address of the subscriber (in case it differs from the residency address): \_\_\_\_\_

Hereinafter called the **"Client"**

The Client hereby declares and agrees with the following in connection with its subscription of shares in the Tender Offer:

- The payment of the amount that I am entitled to in exchange for the shares sold shall be done by bank transfer in the account no. \_\_\_\_\_, opened with \_\_\_\_\_, branch \_\_\_\_\_, for \_\_\_\_\_.
- The commission retained by the Intermediary is of \_\_\_\_\_ of the value of the trade
- The subscriptions shall be made in accordance with the current legal provisions and with the Tender Offer Document.

I HOLD A NUMBER OF \_\_\_\_\_ SHARES ISSUED BY **FONDUL PROPRIETATEA S.A.** AND I WISH TO SELL A NUMBER OF \_\_\_\_\_ SHARES ISSUED BY **FONDUL PROPRIETATEA S.A.** HELD IN MY POSITION, AT THE PRICE OF \_\_\_\_\_ RON/SHARE, IN ACCORDANCE WITH THE TENDER OFFER DOCUMENT.

- I hereby declare that all shares in Fondul Proprietatea specified above are owned by me on the date of submission of this acceptance form with the Intermediary. I further acknowledge and agree that the Intermediary is entitled to cancel my subscription in case the number of shares that I intend to sell in the Tender Offer is more than the number of shares actually owned in Fondul Proprietatea. I further agree that I will be held liable for any direct or indirect damaged or loss caused as a result of a false statement with respect to the number of shares owned in Fondul Proprietatea S.A.
- I understood and accepted the fact that, in case of oversubscription, the number of shares I will actually sell in the Tender Offer will differ from the number of shares subscribed, in accordance with the terms and conditions set out in the Tender Offer Document.
- I authorise the Intermediary to transfer the shares object of the sale in the Tender Offer as a prerequisite of a valid subscription within the Offer.
- The Client declares that he/she has acknowledged the content of the Tender Offer Document, has understood and accepted all of its conditions and accepts the risk that raises from the transactions made within the Tender Offer. Moreover, the Client agrees with the annulment of the Acceptance Form in the instances specified in the Tender Offer Document.
- The Client acknowledges and accepts that the shares tendered via this Acceptance Form will be blocked in the relevant account at the Intermediary or the relevant custodian of the Investor (as the case may be) from the date the relevant tender of Shares is made until the Trade Date (as defined in the Tender Offer Document). Clients holding shares tendered through a custodian accept and represent that they will instruct their custodian to block the tendered shares until the Trade Date.
- This Acceptance Form shall be completed with the provisions of the financial intermediation agreement concluded between the Intermediary and the Client. In case there is no financial intermediation agreement concluded between the Intermediary and the Client, this Acceptance Form is completed with the "General provisions of the Public Tender Offer of Fondul Proprietatea S.A. shares" ("General Conditions"), having 3 (three) pages and, together with them, will constitute the "Agreement". In this last case, the consent of the Parties given through signature on the present Acceptance Form shall include the Parties' consent to apply the General Conditions.

In case the shares I intend to subscribe in the Tender Offer are not held by the Intermediary through which I subscribe on my behalf, I hereby attach to this acceptance form the evidence of ownership of the shares in the form of a statement issued by the custodian attesting the number of shares I hold and I acknowledge that the payment of the sum I am entitled to receive in exchange for the shares sold within the Offer will be done via the custodian.

Signed today, \_\_\_\_\_, hour \_\_\_\_\_, in 2 (two) copies, one for each party.

Name of Intermediary's representative

\_\_\_\_\_

Signature & Stamp

\_\_\_\_\_

Name of the Client

\_\_\_\_\_

Signature & Stamp

\_\_\_\_\_

## **ANNEX 1 – GENERAL CONDITIONS OF THE PUBLIC TENDER OFFER OF FONDUL PROPRIETATEA SA SHARES (the “Tender Offer”)**

### **1. General provisions**

#### **1.1 Legal framework**

The present General Conditions apply to the Clients that signed the acceptance form within the Public Tender Offer of Fondul Proprietatea S.A. Shares (“General Conditions”) and intermediated by SSIF SWISS CAPITAL S.A. (Acceptance Form) and who have not signed a financial intermediation agreement. This contractual relationship concluded between the Intermediary and the Client (as they are identified within the Acceptance Form) is governed by (i) the Tender Offer Document approved by the Financial Supervisory Authority for the purpose of the tender offer launched by Fondul Proprietatea S.A. in relation to its own shares (the „Tender Offer Document”), (ii) the Acceptance form by way of which the Client intends to subscribe through the Intermediary in the Tender Offer (the „Acceptance Form”), (iii) these general conditions regarding the Tender Offer („General Conditions”) which constitute the entire agreement concluded between the Intermediary and the Client in relation to the subscription by the Client in the Tender Offer. The contractual framework is supplemented with the applicable laws and regulations. In case of any conflict between this Agreement and the applicable laws and regulations, the provisions of the latter shall prevail.

#### **1.2. Definitions**

„**Parties**” means the Intermediary and the Client as identified in the Acceptance Form, the consent of the Parties expressed within the Acceptance Form through signature includes the consent of the Parties for the applicability of the present General Conditions.

„**Transaction**” means the execution by the Intermediary, in the name and on the account of the Client of the sell instruction included in the Acceptance Form, on the spot regulated market operated by Bursa de Valori Bucuresti S.A. (public offering segment) in accordance with the Public Offer Document.

„**Instruction**” means the Acceptance Form sent by the Client during the period of the Tender Offer, instructing the Intermediary to sell a number of shares issued by Fondul Proprietatea in the Tender Offer held by the Client in his/hers account at the Intermediary or to issue any documents regarding the shares held including but not limited to account statements, reports regarding the Client’s operations registered on the Client’s individual account.

„**Authorised Representative**” means the legal representative of the Client or any of its attorney-in-fact, who has the right to give instructions and issue trading orders on the Client’s behalf, as mentioned in the Acceptance Form.

### **2. Scope of the Agreement**

The scope of this Agreement is to establish the terms and conditions under which the Intermediary renders, according to its licence and applicable laws and regulations, the services in connection to the sale of shares issued by Fondul Proprietatea in the Tender Offer, including: (i) Accepting and validating subscriptions and transmitting the sell orders regarding shares issued by Fondul Proprietatea, (ii) executing the orders in the name of the Client, and (iii) safekeeping the securities of the Client during the period of the Tender Offer and (iv) settlement of the trade followed by the related funds transfer according to the Client instruction. The Client understands and agrees that the Intermediary does not provide the following financial investment services: (i) portfolio management, (ii) investment advice

The financial investment services provided under this Agreement refer to securities object of the Tender Offer.

### **3. Fees**

For the Investment Services provided by the Intermediary, the Client shall pay to the Intermediary the fees and commissions set out in Acceptance Form of the Tender Offer.

### **4. Term of the agreement**

The present General Conditions enter into force on the date on which the Acceptance Form is signed and produces effects until the Intermediary carries out its obligations related to the sale of securities within the Tender Offer for which this Acceptance Form was filled, in accordance with the Tender Offer Document.

### **5. Rights and obligations of the Intermediary**

- 5.1 The Intermediary undertakes to act with honesty, correctly and professionally, according to the best interest of its Client.
- 5.2 The Intermediary undertakes 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 Client.
- 5.3 The Intermediary will open, operate and keep in its records, in the name of the Client, not using the services of a custodian agent:
  - (i) a cash account, in RON, in order to make the payments and to receive the revenues generated in relation to the Transactions;
  - (ii) a securities account.

The evidences of the movements on the Client’s account, as well as its balance, must be in accordance with the Client’s Instruction and to comply with the Tender Offer Document and with the trading and settlement reports.

- 5.4 The Intermediary reserves the right to refuse to open the cash account/accounts and the securities account/accounts in case it considers that the information received from the Client is insufficient, misleading or inaccurate, or the documents submitted by the Client to subscribe are incomplete.

- 5.5 The Intermediary shall perform all the necessary activities and operations relating to the registration and recording of the cash operation, Transactions and Instruction in the Client's account opened with the Intermediary, for the purpose of ensuring good performance of contractual obligations under the present Agreement.
- 5.6 The Intermediary undertakes to ensure the safe keeping of the financial instruments held in custody on the Client's account, and (i) not to make use of any of the securities or rights derived therefrom to its benefit or the benefit of any other third party, and (ii) not to transfer such securities other than as stated in the Acceptance Form.
- 5.7 The Intermediary will permanently secure the segregation between the securities held in the name of the Client and the securities it holds in its own name and behalf or in the name of other clients.
- 5.8 The Intermediary will take over and execute the Instructions only if there are sufficient financial instruments in the Client's account opened with the Intermediary. In case the Client does not hold the entire volume of the financial instrument object of the sale, the Intermediary reserves the right to refuse the partial or full execution of such Instruction, in any case in accordance with the provisions of the Public Offer Document. In case of refusal, the Intermediary will inform immediately the Client mentioning the reasons for such a decision.
- 5.9 The Intermediary will credit the cash account of the Client with the net sums obtained from the sale of financial instruments in accordance with the Instructions, after deducting the related taxes, fees and commissions, to the extent required under applicable law;
- 5.10 The Intermediary may provide any foreign exchange services under this Agreement.
- 5.11 The Intermediary will debit the cash account of the Client with:
  - (i) fees and commission owed to the Intermediary;
  - (ii) commissions and withholding taxes owed to the state budget, to the extent required under applicable law;
  - (iii) bank fees and commissions related to the transfer of Client's funds.
- 5.12 The Intermediary will administrate the Client's cash funds as follows:
  - (i) The cash funds are kept until the payment is made to the Client in the clients' account of the Intermediary. The Client's funds shall not bear interest. The Client agrees that the Intermediary collects the sum representing the interest accrued by the settlement bank for its funds kept in the Client's account;
  - (ii) The transfer of the funds from the Client's account is done in maximum 3 (three) business days since the settlement date of the Transaction, through bank transfer according to the Instructions received. The Client's cash funds and other financial instruments kept in the Intermediary's custody cannot be used by the Intermediary for fulfilling or guaranteeing its own or its other clients' payment obligations.
- 5.13 The settlement of the cash funds and the transfer of the financial instruments following the execution of the Transactions shall be effected on delivery versus payment basis (DvP) in accordance with the provisions of the regulations and norms in force. The Intermediary shall register in its own records and the operations done in the name of the Client.
- 5.14 The Intermediary shall keep confidential the information regarding the Client 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 Client authorises the Intermediary to disclose such information.
- 5.15 The Client 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. 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.
- 5.16 The Intermediary is not obliged to advise the Client in relation to the benefits of executing the Transactions with certain financial instruments.
- 5.17 The Intermediary shall take all the technical and organisational measures in order to protect the personal data of the Client 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.

## **6. Rights and obligations of the Client**

- 6.1. In order to open an account with the Intermediary in view of subscribing within the Tender Offer, the Client must submit to the Intermediary all the documents requested by the Intermediary in accordance with the applicable laws and regulation and the internal norms of the Intermediary.
- 6.2. The Client will notify immediately the Intermediary with respect to any change of the information contained in the present Acceptance Form or in 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 Client.
- 6.3. The dismissal/revocation of the Authorised Representatives or of the attorney-in-fact of the Client, as the case might be, will be opposable to the Intermediary only if the Intermediary has been informed about such changes, and proved by the registration stamp of the Intermediary or receive confirmation issued by the Intermediary's headquarters.

- 6.4. The Client declares that it has full power and it has obtained all the authorisations required for entering in this contractual relationship.
- 6.5. Through the Instructions sent to the Intermediary, the Client makes the following representations and warranties to the Intermediary:
- (i) The Client is not aware of any reasons that might affect the validity of the transfer of the ownership right over the financial instruments held, and that such financial instruments are free of any encumbrances or of any third party claims.
  - (ii) The Client is the owner of the financial instruments for which he/she requests the sale through the Intermediary;
  - (iii) The Client shall not send Instructions that contravene the applicable regulations and laws and with the capital markets honest practices.
- 6.6. The Client acknowledges that, in case of oversubscription of shares in the Tender Offer, the allocation shall be made on a pro-rata basis in accordance with the provision of the Public Offer Document.
- 6.7. The Client has the right to obtain anytime, at his/her request, copies of the document related to the trading activity done on his/her account through the Intermediary, in accordance with the provisions of the present Acceptance Form.

#### **7. Communication means**

- 7.1. The Intermediary shall send to the Client the confirmation for the execution of the Instruction on the date of the execution of the Transaction within the Tender Offer and at the email address mentioned in the Acceptance Form.
- 7.2. In order to receive the information/confirmation from the Intermediary, the Client agrees expressly to use the electronic (e-mail).

#### **8. Representation and warranties**

- 8.1. The Client represents that he/she/it has read the Tender Offer Document, and confirms (and, accordingly, agrees to be legally bound by) all the representations and warranties set out in the Tender Offer Document (in particular, without being limited to, the representations and warranties set out in Section 12.2 (*Participation of Investors tendering Shares*) of the Tender Offer Document) as at the date of signing this Agreement as well as during the entire duration of the Agreement.
- 8.2. The Client knows that the financial instruments which make the object of the present Acceptance Form executed in accordance with this Agreement are issued exclusively by electronic recording on its account and are not subject of trading other than through specific procedures applicable for these types of transactions. The financial instruments are dematerialised and shall be identified based on ISIN code and volume.

#### **9. Force majeure**

- 9.1. Any events which are not within the Parties' control which occur after the signing date of this Agreement and conduct to non-performance of such party's obligation herein shall be considered a force majeure event and shall exonerate such party for any liability. Are considered force majeure event fire, natural disaster, war, collapse of the telecommunication or electricity systems, damage of the communication or IT systems administrated by third parties involved in transactions/recordings of the financial instruments.
- 9.2. The Party that invokes force majeure shall notify the other Party of the occurrence of such an event within 10 days since the event arose.

#### **10. Final provisions**

- 10.1. The present General Conditions that make reference to the setting-up of the terms and conditions in which the Intermediary opens, operates and keeps the financial instruments and cash account for the Client are not applicable in case the Client uses the services of a custodian agent, except for those back-office records which the Intermediary is obliged to keep in its internal records in accordance with the applicable legal framework.
- 10.2. The relationship between the Client and the Intermediary is governed by the Romanian law. During the entire duration of this Acceptance Form, the parties agree to comply with the applicable legal framework on the execution date of the Acceptance Form and any other legal provisions regarding the object of the Acceptance Form that shall further enter into force.
- 10.3. The Client might communicate with the Intermediary and receive information, notifications and documents in Romanian and/or English language.
- 10.4. The parties will try to settle amicably any dispute occurring between them in connection to the execution and interpretation of the Acceptance Form. In case this is not possible, the dispute will be submitted to the Arbitrage Chamber of the Bucharest Stock Exchange, according to its own regulations and procedures. The award issued by the Arbitrage Chamber is final and enforceable.