

Seller:	
Phone no:	
Fax:	
Offer code:	
22 verification no:	

	Orange Romania
	Contract of/
the Trade Regis personal data pr RO52INGB00010	mania S.A., headquartered in Bd. Lascăr Catargiu no. 47-53, sector 1, Bucharest, Romania, registered wit stry under no. J40/10178/1996, Unique Registration Code 9010105, VAT registration code RO9010105 rocessing registry no. 1014, subscribed and paid-in shared capital RON 93,596,732.50, bank account no 000115118912 opened with ING Bank, represented via agent
	Customer Information
Current Client:	No ☐ Yes ☐ Current Orange no.
Transfer $\square$ PreF	Pay SIM serial no
To be filled-in in	all cases (whether individuals or businesses):
	Mr. □ Mrs. □
Last Name:	First Name:
Date of birth:	
	ID ☐ Passport ☐ Residence Permit ☐
Serie:	Nr.: CNP:
Citizenship:	Romanian $\square$ Foreign national $\square$ With proof of address document $\square$
Social/Profession	nal category:
To be filled-in wh	hen the contract is signed on behalf of a business:
Name:	
	Registration no.:
Unique Registrat	tion Code:
VAT registered:	Yes No Contact Person: Mr. Mrs. Phone no.:
	First Name:
-	
Name of represe	entative for installing the Orange Home TV via satellite service:
Mr. Mrs.	Last name: First name:
Date of birth:	Phone no.:
If different from t	the information above:
Name of user: Mr	r. 🗌 Mrs. 🗌 Last name: First name:
	Customer Address
Street:	No.: Bl.: Sc.: Ap.: Locality:
County/Sector: .	Phone no.: Fax: E-mail:
Address for invo	picing (if different from the address above):
	Sc.: Ap.: Locality:
otreet.	

		Orange T Package
Installation address:		
-	Phone no.:	
Home TV Subscription	on: Local HD 🗌	World HD
	Local HD⁺ □	World HD⁺  ☐
Options:	Hungarian HD 🗌	SuperNights I
Fauipment:	HD equipment/CI+ module	1 additional H

Street:		No.: Bl.:	Sc.:	Ap.: Loc	ality:	
County/Sector:	Phone no.:	Fax:				
Home TV Subscription		World HD		Universe HD	☐ Fam	nily HD 🗌
	Local HD <sup>+</sup>	World HD⁺   ☐		Universe HD	Fami	ily HD $^{\scriptscriptstyle +}$ $\square$
	Hungarian HD $\Box$	SuperNights HD				
Equipment:	HD equipment/CI+ module $\Box$	1 additional HD r	eceiver/C	I+ module 🗌		
	2 additional HD receivers/CI+					
TV subscription minir Minimal period for ke	nal contractual period: eping the options: mo	months onths				
The installation and a	ctivation tariffs will be collect	red:				
	nvoice issued after Activatior	-				
in equal installmen	ts throughout the monthly invo	pices issued through	out the en	tire duration of	the Minimum Contra	act Period
		Orange Voice Package	•			
0 1 11						
Orange phone model	: 				<del>                                     </del>	1
Orange no.: LLL Public no.: Yes		SIM serial no.	:			
Subscription without Subscription with FFA	Roaming Access   Roaming Access (European)	Economic Area: FU I	Member S	States, Iceland.	Liechtenstein and N	orway)
Orange Me mobile vo	ice & Internet subscription	/ Oran	ige Me	fc	or TV	o
Orange Me mobile vo	pice & Internet subscription (v	vithout phone)				
Orange Young Recor	nmended Offer mobile voice mobile voice & Internet subsc	& Internet subscripti	ion			
Orange Fix mobile vo	ice & Internet subscription					
Orange Pro mobile vo	oice & Internet subscription					
Group mobile voice 8	Internet subscription					
Minimum contract pe	riod for the subscription: naintaining the selected tariff	months				
		Orange Data Package				
0		_		m       1   1		ı
SIM Serial no.:				caii): L		
Orange phone model			IMEI: L			

Current Orange subscription: No L Yes L Orange phone no. (voice/fax/call):
SIM Serial no.:
Orange phone model: IMEI: LLLLLLLLLLLLLLLLLLLLLLLLLLLLLLLLLLLL
Internet subscriptions - CSD Fax&Data
Subscription without Roaming Access Subscription with EEA Roaming Access (European Economic Area: EU Member States, Iceland, Liechtenstein and Norwa
Activation options:
☐ Same SIM as the voice service ☐ Same SIM as the Internet service ☐ Different SIM from the voice service
SIM Serial no.:
Equipment Serial no.:
Associated with the voice SIM? Yes  No
Service options: Professional Fax Messaging

Orange Net 11

☐ Home Net 4G 12

Orange Net 15

☐ Home Net 4G 15

itŀ	ı Or	ange	<b>Family</b>	you	have	the	follo	wing	be	en	efits:	
							_					

Minimum contract period: .

Orange Net 6

Orange Net 25

Internet subscriptions/options

•		
Number 07	benefit	fit provided
Number 07	benefit	fit provided
Number 07	benefit	fit provided
		fit provided
		fit provided
		fit provided.
rambor or		in provided

months

The benefits will be activated depending on how you chose to benefit from this offer:

Orange Net 9

☐ Home Net Duo 18

- At the next billing date, if you benefit from the Orange Family offer together with migrating your subscriptions to their new tariff plans
- On the date of the installation of the TV service, if you benefit from this proposal by activating an Orange TV subscription
- On the date of activation, for new internet or voice subscriptions

The benefits will be valid for as long as at least 2 mobile voice subscriptions plus a third subscription for any service (voice, internet, TV) existing in the current offer are maintained active in the Customer's subscriber account.

The Customer's subscriber account includes all subscriptions held, regardless of the activated Services (voice, internet, TV).

The minimal Condition for granting the benefits of the Orange Family offer is to have at least 2 mobile voice subscriptions plus a third subscription for any Service (mobile or fixed voice, fixed or mobile internet, TV, Orange Smart Home) which are active and included in the current commercial offer.

If the Customer has additionally requested a change of tariff plan on his current numbers and thereby meets the minimal Condition for being eligible for the benefits of the Orange Family offer, these will be allocated once all the changes on the Client's subscriber account have been applied.

If at any time the Customer's subscriber account is suspended, disconnected or there is change of owner, thus no longer fulfilling the minimum Conditions, the Orange Family benefits will cease to apply for all remaining active subscriptions. If the customer benefits from the Orange Share offer before activation of the Orange Family offer, he/she will receive a 100% monthly internet bonus for the internet benefits included in the Orange Net subscription, calculated on the basis of the standard

internet package included in Orange Net. Offer details for adding PrePay numbers to the Orange Family offer:

- =5% discount to the invoice value corresponding to each scheduled credit or option recharge of at least 4 Euro credit of the Family Orange PrePay number, made from a subscription of the account benefitting from this offer
- Bonus unlimited national calls or double included internet traffic for every activation of a PrePay option of at least 6 Euro credit, after adding the PrePay number to Orange Family

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The multiple services offer brings you the following additional benefits: Home Net 4G subscriptions: 1.98 Euro monthly reduction (VAT included) / 3.97 Euro monthly reduction (VAT included) DTH TV subscriptions (Orange Home TV via satellite): 100% reduction for the first STB (Orange Romania HD equipment)

- 1. Home Net 4G subscriptions can benefit from a monthly reduction of 1.98 Euro (VAT included) if you have at least one mobile voice subscription and another monthly reduction of 1.98 Euro (VAT included) if you have at least one subscription in the DTH TV category (Orange Home TV via satellite) active in the customer account. If you have more than one subscription for the same category of service, the reduction will be applied just once.
- 2. To determine which service categories are in the account, the following subscriptions are taken into consideration: a. DTH TV (Orange Home TV via satellite): all DTH TV subscriptions (with the exception of Local HD and Local HD+) b. mobile voice: all Orange Me subscriptions in the amount of at least 8 Euro (VAT included)
- 3. The benefits will be applied for Home Net 4G and DTH TV (Orange Home TV via satellite) subscriptions launched after April 11 2016 (with the exception of Local HD and Local HD+)
- 4. The additional benefits will be applied starting from the first invoicing date, on condition that for at least one of the subscriptions participating in the multiple service offer there is an additional clause (activation/extension) for a contractual period of at least 24 months
- 5. The additional benefits are ongoing and valid for as long as the combination of subscriptions and services for which it was offered by Orange Romania is active on the customer account. Any modification (adding or closing) of subscriptions and services on the customer account will automatically modify the additional benefits, as per above.

EEA Roaming Access Service Package: the commercial offer of Orange Romania which allows the Customer to use included resources (minutes, SMS, MB) for communications in Roaming which originate and terminate in the networks of EEA operators, in accordance with the reasonable use policy of EEA Roaming Services. These packages are subject to EU Regulation no. 531/2012 and Commission Implementing Regulation no. 2016/2286. The EEA refers to the European Economic Area, currently consisting of the European Union Member States, Iceland, Liechtenstein and Norway. Once the resources included in the Package have been used up as per the reasonable use policy for EEA Roaming Services, the standard tariffs for the EEA Roaming Service will be the same as standard national tariffs related to the active Package held, to which Orange Romania is entitled to apply a surcharge as per art. 1.20 of the General Terms and Conditions. The tariffs for the Roaming Service for states other than those EEA members are as specified in the commercial offer.

hout access to Roaming: this package does not enable access to the Roaming Service and the resources included in this Service Package may only be used for communications initiating and terminating in the networks of national operators within

Included services: paperless invoicing, Orange Thank You, Emergency calling - Police, Ambulance, Firefighters, Customer Service calls, Cronos, NonStop, Voice Messaging Consultation, Info Invoice – sending to Orange mobile telephone number.

Automatically activated additional services: International Calling, mobile internet, data transmission via GSM network. Use of these implies additional costs.

Additional services requested by the Customer: Paper invoice Itemised invoice

For the additional services Customer selected options do not apply, being subject to different tariffs, as set out in the commercial offer to which the customer signed up. Their use incurs additional costs, valid as of the date of their usage and set out in the Tariffs and Services Brochure. Services may be deactivated at any time at the Customer's request.

Replacing the subscription with a subscription whose monthly tax is lower is not permitted in the contractual period agreed when

I have read and do hereby grant my explicit authorization for copies of documents containing personal data to be retained for the purposes of identification. Approval for processing personal data for the purpose of direct marketing for services provided by/ through Orange Romania / and/or for services of third parties/Orange partners

Agreement to the processing of localisation data for the purpose of direct marketing for services offered by/through Orange

Romania and/or for the services of a third party/Orange partner ... Should you not wish for the data mentioned under art. 1.15 paragraph 10 of the General Terms and Conditions to be included in the Information Services Regarding Subscribers and Subscriber Registries, check

I have read and give my explicit approval for the retention of copies of documents containing personal data regarding health status 🗌. Thank you for choosing Orange services. For more information regarding this Contract call 300 - Customer Service, free of charge from the Orange network.

I have received a copy of the Basic Contractual Clauses (GCC), of the General Terms and Conditions for Orange subscriptions (GTC), of the Tariffs and Services Brochure and of the Procedure regarding the resolution of complaints by end-users.

ORANGE ROMANIA. CLIENT,

# **Basic Contractual Clauses**

Basic Contractual Clauses

Thank you for choosing the services of Orange Romania. In addition to those below, in this Contract ("Contract") contractual terms and conditions applicable to the provision of Services have been set out under the "General Terms and Conditions" ("GTC") Section which is an integral part of this contract.

## 1. Contract Scope

The Scope of the Contract is represented by the Services of the Orange Package purchased by the Customer and specified in Part I of the Contract, as well as other Services. The sale of the terminal which is part of the Orange Package is not covered by this Contract.

#### 2. Contract Structure

This Contract is comprised of the following parts:

Part I - "The first page" and "Basic Contractual Clauses" ("BCC")

Part II – "General Terms and Conditions" ("GTC")

Part III - "Tariffs and Services Brochure"

The commercial offer, an integral part of the Contract, is described in Part I of the Contract and shall be amended with the provisions of the Tariffs and Services Brochure, which is available in Orange stores and on www.orange.ro

### 3. Contract Duration

The Contract shall enter into force on the day it is signed by the parties and is valid for a Minimal Contractual Period agreed with the Customer and as indicated in Part I of the Contract. The Minimal Contractual Period is calculated as of the Activation Date.

Should neither party give the other party at least 30 day prior notice of the intention to cease the Contract on the expiration date of the Minimal Contractual Period or on the expiration date of a period by which the Contract was extended, it shall be automatically extended for successive periods equal to the Minimal Contractual Period as per art. 1.2 of the GTC.

Throughout the duration of the successive automatic extensions no penalty payment shall apply in the event of the Customer terminating the Contract, as per art. 1.17 of the GTC.

# 4. Activation

Orange Romania shall have the right to ask the Customer to submit original valid documents attesting to his/her identity, address and financial status or that the Customer set up a Guarantee Fund or a Financial Risk Advance, as per the conditions of art. 1.4 of Section I of the GTC. Activation shall take place in maximum 4 (four) calendar days: (i) from the date on which the parties signed the Contract, should Orange Romania not require additional documents or the setting up of a Guarantee Fund or a Financial Risk Advance, (ii) from the date on which the Customer has made available to Orange Romania the requested documents containing information attesting to their identity, address and financial status, (iii) from the date the Customer sets up the Guarantee Fund or a Financial Risk Advance, (iv) from the date the equipment has been installed at the Location, for Services requiring installation. Should Activation be impossible in the aforementioned term due to (i) failure to provide documents containing information attesting to the Customer's identity, address and financial status, (ii) failure to set up the Guarantee Fund or the Financial Risk Advance or (iii) identifying a case of Fraud, (iv) impossibility to install the equipment for Services where necessary, Orange Romania shall be entitled to deem the Contract immediately terminated, without the need for intervention by the courts or any other formality, and the Customer shall not be entitled to claim damages. Should the term of 4 (four) calendar days not be respected, the Customer may submit a claim for damages within maximum 30 days of the date the Contract was signed. The damages shall be calculated as a proportion between the Value of the subscription and the time period during which the Service was not provided and shall be credited to the Customer on the invoice for the following month.

### 5. Invoicing and Payment Terms

Orange Romania shall issue a monthly invoice containing (i) the value of Services supplied to the Customer, as follows: the Value of the Subscription for the Invoicing Period after the Invoicing Date of the invoice, the value of the services

supplied by Orange Romania outside the Subscription in the Invoicing Period previous to the same Invoicing Date, where applicable; (ii) the value of third-party Services supplied via Orange Romania, where applicable; (iii) handling charges, where applicable and (iv) rental, where applicable. The invoice shall include VAT at the rate valid as of its issue.

Invoice payment must be made within a maximum of 14 calendar days from the date of issuance. Failure to pay the invoice in the aforementioned term may incur penalties for late payment at the rate of 0.5%/day of delay, calculated on the total value of the invoice, until such time as all amounts owed to Orange Romania have been paid in full, the suspension and/or restriction of Customer access to Services and/or the termination of the Contract by Orange Romania as per art. 1.9 of the GTC.

Orange Romania may ask the Customer to set up a Guarantee Fund or a Financial Risk Advance as per art. 1.4 of the GTC and may establish a Credit Limit as per art. 1.5 of the GTC. The parties agree that the invoice shall be e-mailed to the Customer in the "My Orange Account" Application, as per art. 1.9 of the GTC. The invoice may be sent by regular post solely at the express request of the Client.

# 6. Orange Romania Liability for the Provision of Services

Orange Romania shall make all reasonable efforts to ensure the optimal quality of the Services supplied and shall be liable for the provision of Services as per the Contract and for the conformity of its Services with Romanian legislation.

Orange Romania shall not be held liable for the following: (i) Network non-functioning or malfunctioning of the Network for reasons outside the control of Orange Romania; (ii) malfunctioning of the Network in areas where it is in the process of development or in situations where Orange Romania is undertaking Network improvements, (iii) damage of any nature caused by the improper use of terminals and equipment; (iv) damage of any nature determined by the use of equipment and terminals, by the Client, which were not sold by Orange Romania on the date of their purchasing; (v) damage of any nature due to the improper use of Services by the Customer; (vi) indirect or future damage, whichever may be the case; (vii) third-party Services accessible to the Customer via Services provided by Orange Romania; (viii) the quality of third-party Services including, without limitation, Roaming partners or any other third-parties involved in providing Roaming services.

### 7. Contract Suspension and Modification

The suspension of Service provision shall be made as per the provisions of art. 1.11 of the GTC, in the following cases: (i) the Customer has failed to pay the invoice, in full, on time; (ii) the Customer has breached any other contractual obligation and/or condition for use of the Services of Orange Romania; (iii) in the event of Fraud or attempted Fraud by the Customer; (iv) in the event of the Credit Limit being exceeded; (v) in any other case where the actions or inactions of the Customer might constitute a risk for Orange Romania; (vi) in the event of Orange Romania suspending Customer access to the Services as per another contract signed between Orange Romania and the Customer, (vii) in any other cases expressly covered by this Contract or as per the law.

Orange Romania hereby reserves the right to modify any and all of the provisions of the Contract terms and conditions, notifying the Customer of such proposed modifications at least 30 calendar days prior for the modification's entry into force. The Customer shall have the right to unilaterally terminate the Contract in the aforementioned term, should he/she refuse to accept the proposed modifications, without being liable for any damages to Orange Romania; otherwise it shall be deemed that he/she has accepted said modifications.

# 8. Contract Termination

The Contract may be terminated as follows:

- a) by consent of the parties;
- b) by termination as per art. 1.16 of the GTC;
- c) by unilateral termination requested by the Client, with at least 30 calendar days notice and with the payment of due damages, equal to the Subscription Value times the number of months remaining until the expiration of the Minimal Contractual Period, as per art. 1.17 of the GTC. Failure to respect the termination notice shall lead to the contract termination request being deemed invalid. Contract Termination shall occur at the latest on the next invoicing date after the 30 day notice expiration.

d) on the date of receiving notification, without the need for intervention of the courts or other formalities, should the business customer cease their activity, become insolvent, have a wind-down procedure brought against them, or in the event of the decease of the individual customer;

e) in any other cases specified in the Contract or in applicable legislation.

Contract Termination shall not exonerate the parties from liability for obligations resulting from the Contract prior to its termination or as a result of its termination.

### 9. Litigation

Any and all litigation resulting in relation to this contract shall be amicably resolved via Customer Service. Additionally, the Customer may submit a complaint to the competent authorities or courts of law in the municipality of Bucharest. The law applicable to the contract shall be Romanian law.

#### 10. Miscellaneous

By signing this Contract, the Customer hereby agrees to activate and use the "My Orange Account" application on www.orange.ro for the purpose of receiving the invoices from Orange Romania, for paying it online using a card, for requesting subscription changes, option activations or deactivations, as well as for any other actions for the management of the Orange customer account. Access to this service is via a password known only to the Customer holding the account. The Customer hereby assumes full responsibility for the safe-keeping of the password and for its use.

For a unitary legal and commercial approach covering all standard contracts signed by the Customer, the latter agrees that, should there be any contradictions between the provisions of this standard Contract and the provisions of a previously signed standard Contract, the provisions of this Contract shall prevail.

The Customer hereby states that, prior to signing the Contract, he/she was informed of the selected tariff plan, applicable tariffs, minimum Contract duration, the basis for termination as well as those for obtaining and using the services, including Service coverage area, as per the provisions of art. 11 of ANCOM Decision no. 158/2015 and the provisions of Emergency Government Ordinance no. 34/2014 as well as regarding the right to unilateral termination which may be exercised as per art. 1.17 of the GTC.

Taking into consideration the above, by signing below, the Customer fully agrees with the provisions of the Contract.

ORANGE ROMANIA, CLIENT,

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