

Terms and Conditions

The undersigned (surname and first name filled-in in the specific field) as legal representative of the company (name related to the unique registration code of the company filled-in in the specific field) ("the Company"), based on the provisions of art. 113 paragraph 2 letter a) of GEO no. 99/2006 regarding credit institutions and capital adequacy¹, I expressly request that the contact details of the Company and my personal contact details presented below, be sent to First Bank SA and to the selected partner/partners, if applicable, in order for the partner /partners to send its/their commercial offers related to the provision of consulting services for the development/implementation of projects with non-refundable funds and at the same time I expressly and freely express my agreement regarding the processing of the data presented, for the purpose of sending the commercial offers.

By ticking the name of a partner, I express my consent that my data, completed in the specific fields, be transmitted to it.

I am aware that:

- The granting of loans (bridging and/or investment) and bank letters of guarantee for advance/pre-financing for the purpose of implementing projects with non-reimbursable funds by First Bank S.A., is not conditional on this application and/or the contracting of consultancy services with a specific provider, including a Partner of First Bank S.A.;
- The decision to contract consultancy services for the elaboration and/or implementation of projects with non-reimbursable funds according to the commercial offers submitted on the basis of the present application, belongs exclusively to the Company and is not conditional upon offer/granting of First Bank S.A. loan products;
- First Bank S.A. does not guarantee the quality and execution of consultancy services provided by the Partner, does not guarantee the completeness and accuracy of documents, data and information related to the projects carried out by the Partner;
- First Bank does not confirm whether and to what extent the Partner or its consultants are qualified to perform the services or that they hold the relevant professional licenses/certifications/competences for the services provided.
- In the relations between the Company and the Partner, which concern, but are not limited to, tendering, negotiation, contracting, including the quality of the execution of the consulting services, the Partner is solely responsible; Thus, for the services rendered, the Partner remains liable for any damage caused to the Company, namely, but not limited to, pecuniary, image, reputation, insolvency, bankruptcy, liquidation, etc. damages, including damages arising from any investigation initiated by the institutions or authorities of the Romanian State or the European Union.

¹ GEO no. 99/2006 - Art. 113 (2) Information of the nature of bank secrecy can be provided, to the extent that it is justified by the purpose for which it is requested or provided, in the following situations: a) at the request of the account holder or of his heirs, including legal and/or statutory representatives, or with their express consent;