

**SUBSCRIPTION FORM OF THE SHARES OF ONE UNITED PROPERTIES S.A. WITHIN THE SHARE CAPITAL INCREASE BY CASH CONTRIBUTION**  
**(the "Public Offer")**

Concluded between:

\_\_\_\_\_, with headquarters in \_\_\_\_\_,  
registered with the Trade Registry under no. \_\_\_\_\_ sole registration code \_\_\_\_\_, authorized by the National Securities Commission ("NSC") / Financial Supervisory Authority ("FSA") by Decision no. \_\_\_\_\_, registration number in the NSC/FSA Registry \_\_\_\_\_, personal data operator registered with the Supervisory Authority For Personal Data Processing number \_\_\_\_\_, duly represented by Mr./Mrs. \_\_\_\_\_, in capacity of \_\_\_\_\_,

hereinafter referred to as the "Intermediary" or the "Eligible Participant"

And:

**Natural persons:**

Last name and first name \_\_\_\_\_ holder of IB/ID/passport series \_\_\_\_no. \_\_\_\_\_,  
issued by \_\_\_\_\_, on \_\_\_\_\_, place and date of birth \_\_\_\_\_, PIN \_\_\_\_\_,  
citizenship \_\_\_\_\_, nationality \_\_\_\_\_, Country of origin \_\_\_\_\_, domiciled in \_\_\_\_\_,  
address \_\_\_\_\_,  
phone number \_\_\_\_\_, fax \_\_\_\_\_, email \_\_\_\_\_.

Represented by (if the case):

Last name and first name of the representative \_\_\_\_\_ holder of IB/ID/passport series  
\_\_\_\_no. \_\_\_\_\_, issued by \_\_\_\_\_, on \_\_\_\_\_, place and date of birth \_\_\_\_\_, PIN  
\_\_\_\_\_, citizenship \_\_\_\_\_, nationality \_\_\_\_\_, Country of origin \_\_\_\_\_,  
domiciled in \_\_\_\_\_, address \_\_\_\_\_,  
phone number \_\_\_\_\_, fax \_\_\_\_\_, email \_\_\_\_\_.

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

**Legal entities:**

Name \_\_\_\_\_ registration number with the Trade Registry \_\_\_\_\_, fiscal code \_\_\_\_\_,  
Share capital \_\_\_\_\_, Headquarters \_\_\_\_\_, phone number \_\_\_\_\_,  
\_\_\_\_\_ fax \_\_\_\_\_, email \_\_\_\_\_, ultimate beneficial owner \_\_\_\_\_.

Duly represented by:

Last name and first name of the representative \_\_\_\_\_ holder of IB/ID/passport series  
\_\_\_\_no. \_\_\_\_\_, issued by \_\_\_\_\_, on \_\_\_\_\_, place and date of birth \_\_\_\_\_, PIN  
\_\_\_\_\_, citizenship \_\_\_\_\_, nationality \_\_\_\_\_, Country of origin \_\_\_\_\_,  
domiciled in \_\_\_\_\_, address \_\_\_\_\_,  
phone number \_\_\_\_\_, fax \_\_\_\_\_, email \_\_\_\_\_.

In capacity of \_\_\_\_\_

According to \_\_\_\_\_.

(please specify the documents proving the capacity of representative according to the provisions of the Public Offer Prospectus approved by the Romanian Financial Supervisory Authority ("ASF") by decision no. ... of ..... - the "Offer Prospectus").

hereinafter referred to as the "Client"

Which agreed to the conclusion of the hereby **Subscription Form, observing the following conditions:**

A. Description of the services provided by the Intermediary

The main service provided by the Intermediary/Eligible Participant is the underwriting of new shares offered in the exercise of the Client's pre-emptive rights under the Public Offer.

Ancillary services provided by the Intermediary are the safekeeping and administration of the Client's financial instruments, foreign exchange services in the case of non-resident Clients, as well as subscription services.

B. Duration of services

The services described above will be provided for the duration of the Public Offer as described in the Offer Prospectus. In the event of publication of an amendment to the Public Offer, the services described above will be provided for the extended period of such amendment.

C. Rights and obligations of the parties

C1. Rights and obligations of the Intermediary

The Intermediary/ Eligible Participant is authorized, in accordance with the law, to hold the Client's funds and financial instruments and is obliged to keep the financial instruments and funds entrusted by the Client safe, keeping them separate from its own and other clients' financial instruments and funds. The Intermediary/Participant is obliged not to make use of any of the securities it holds in custody or of the



E. Contractual clause on the manner in which the Intermediary/Participant will return the money held on behalf of the Client

The Intermediary/Participant shall refund the amounts representing the difference between the Maximum Subscription Price and the Final Subscription Price within 5 business days from the date of announcement of the Final Subscription Price by:

1. bank transfer in the account from which the subscription has been effected, indicated in this form
2. bank transfer in the account having no. \_\_\_\_\_, opened with \_\_\_\_\_, branch \_\_\_\_\_, whose account holder it is,   
or
3. crediting the client account opened with the Intermediary.

By signing this Subscription Form, the Client understands that the amounts available as a result of the deposit of cash in his Client account with the Intermediary are non-interest bearing.

F. Commission charged to the Client

For services related to the subscription of shares in the Public Offer, the commission retained by the Intermediary/Eligible Participant is \_\_\_\_\_ of the transaction value.

G. Contractual clause regarding personal data protection

Personal data collected by the Intermediary/Eligible Participant by completing this Subscription Form will be used, processed and stored for the sole purpose of providing the intermediation services which are the subject of this contract, or after the termination of the contract, for the fulfilment by the Intermediary/Eligible Participant of its legal obligations.

In order to fulfil the aforementioned purposes, the personal data of the natural person Client will be transferred to the Central Depository S.A., to the Issuer, and to the supervisory authorities (e.g.: Financial Supervisory Authority), to contractual partners of the Intermediary/Eligible Participant (e.g.: auditors, consultants).

By signing this Subscription Form, the Client consents to the Intermediary/Participant, as a personal data controller, processing any personal data and any other information provided, for the purpose of building up databases about customers as well as in the framework of the controller's relationship with competent authorities and/or other entities for which the handing over of databases is provided for by legal obligations, under the conditions provided for by EU Regulation 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

**In case of natural persons client**, within the Public Offer, according to this Subscription Form,

I agree  I do not agree

with the processing of my personal data mentioned in my identity card, in the Subscription Form or in the powers of attorney. The undersigned declares that I understand that, by expressing my opposition, the present Form cannot take effect.

The undersigned, in accordance with this Subscription Form,

I agree  I do not agree

with the use of any of my personal data for the purpose of carrying out direct marketing operations and declare that I understand that this objection (if any) does not in any way affect my rights and obligations arising from the subscription through this Form, the objection being exclusively limited to those mentioned in this paragraph.

H. Contractual clause regarding the recording and storage by the intermediary/Eligible Participant of telephone calls with the Client

By signing this Subscription Form, the Client consents to the recording / storing / archiving of all documents, notices, applications, telephone calls to the telephone numbers in this Subscription Form and correspondence with the Client, in particular, but not limited to, copies of trade order forms, confirmation forms, reporting forms, in connection with transactions in financial instruments, financial instrument underwriting operations, conversion, payments, requests for release of account statements, settlement and transfer instructions and any other operations related to the Client's financial instruments and funds.

I. Final statements of the Client

The Client represents and warrants to the Intermediary/Participant that, as of the date of signing this Subscription Form:

- has the legal capacity to enter into and carry out this subscription and, where applicable, to grant the powers contained herein, in accordance with applicable laws and/or, where applicable, statutes. The Client undertakes to inform the Intermediary/Distributor/Eligible Participant immediately of any change in the content of this data that may affect the validity of this declaration;
- there are no approvals required by applicable laws and/or, as the case may be, statutes, which condition the valid execution of this Subscription Form or the undertaking of any of the obligations provided for herein, which have not been obtained prior to the execution date of this document;
- the execution of this Application Form or the undertaking of any obligation hereunder does not contravene any applicable law, statute or convention;
- is not aware of any circumstance which might adversely affect the execution, validity or performance of this subscription instruction within the Public Offer;
- it or its representatives appointed to instruct the Intermediary/Participant in relation to the services which are the subject of this Subscription Form have all necessary approvals and legal capacity to engage the Client in such transactions;
- if the Client has signed a contract for the provision of financial investment services with the Eligible Intermediary/Participant, the Client declares that, after the admission to trading of the financial instruments which are the subject of the Public Offer, it expressly authorises the

Eligible Intermediary/Participant to transfer the shares subscribed for under the offer to Section II of the Central Depository, to the investment account of the Central Depository;

- **has read the contents of the Prospectus**, understands and accepts all its terms and accepts the risks arising from the transactions concluded in the Public Offer.

**The investors acknowledge and agree that they may not reject the shares that have been subscribed for, the amounts representing the difference** between the Maximum Subscription Price and the Final Subscription Price within 5 business days from the date of announcement of the Final Subscription Price.

- It is the ultimate beneficial owner of the sale transaction within the Public Offer: YES  NO

If NO, the ultimate beneficial owner of the transaction is \_\_\_\_\_, identified with ID/passport \_\_\_\_\_.

- It is a publicly exposed person? YES  NO

If YES, the held public function is \_\_\_\_\_.

- **I REQUEST THE ACQUISITION OF A NUMBER OF \_SHARES, WITH NOMINAL VALUE OF RON 0.2 /SHARE, AT THE SUBSCRIPTION PRICE OF RON \_\_\_\_\_/SHARE, IN TOTAL VALUE OF RON \_\_\_\_\_, IN THE TERMS AND CONDITIONS PROVIDED IN THE PRESENTATION DOCUMENT RELATED TO THE PUBLIC OFFER.**

**Concluded today ...../...../....., hour ..... min ..... sec..... in 2 counterparts, one for each party.**

Last name and First name of the Intermediary/Eligible Participant

Last and first name/Corporate name of the Client

\_\_\_\_\_

\_\_\_\_\_

Signature and stamp

Signature (and stamp)