

To,

Alternative Banking Dispute Resolution Centre

I, the undersigned (last name, first name),
residing in , street
..... , no. , building
..... entrance floor apt. Sector ,
identified with the Identity Card series no., issued by on
..... Personal Identification Number , email address
..... , fax no. , phone no., as Consumer:

- in person
- through the agency of the Association having the following identification data....., which shall assist/represent me¹
- by lawyer according to the power of attorney no. /.....
- through the agency of a third person according to the notarial power of attorney no. /.....

hereby lodge this

APPLICATION FOR ALTERNATIVE DISPUTE SETTLEMENT²

through the Alternative Dispute Resolution procedure concluded with enforcement of a solution

Against the trader (name, registered office, other known identification data):

.....
.....

I hereby mention that:

1. I tried to have an amicable settlement with the Trader:

- YES³
- NO

¹ Please enclose the power of attorney herewith, if appropriate.

² This application shall be filled in by the consumer, shall be signed and sent to the Alternative Dispute Resolution Centre, by email or by mail, or shall be filed with the headquarters of the Alternative Banking Dispute Resolution Centre.

³ If ticked off, please enclose herewith the complaint filed with the Trader and its reply;

2. There is a compromise/arbitration agreement concluded
- YES⁴
 - NO
3. The dispute was further examined by the Alternative Dispute Resolution Centre:
- YES
 - NO
4. It's been more than 1 year since you filed the complaint with the trader:
- YES
 - NO
5. The dispute is or has previously been examined by another Alternative Dispute Resolution entity or by a court of law/arbitration court
- YES
 - NO
6. I agree that all communications should be sent by email (except the meetings established by the Tribunal which require the physical presence and except the arbitral award which shall be sent by registered letter with acknowledgment of receipt)
- YES
 - NO
7. The arbitral tribunal should be composed of⁵
- 1 arbitrator
 - 3 arbitrators
8. Appointment of the arbitrator and of the alternate arbitrator⁶
- I, the undersigned, hereby appoint as arbitrator Mr./Mrs. and Mr./Mrs. as alternate arbitrator
9. Subject matter and amount of the claims and, as the case may be, method of calculating this amount
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⁴ If ticked off, please enclose herewith, the compromise/arbitration agreement.

⁵ The arbitrators shall be appointed from the List of conciliators of the Alternative Banking Dispute Resolution Centre, and the respective conciliators have legal education.

⁶ No matter the number of arbitrators which the Arbitral tribunal is composed of, you have to appoint the arbitrator and the alternate arbitrator.

In evidence:

-I understand to use the following documents:

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.....
.....
.....
.....

-I hereby request the carrying out of an expert's report with the following objectives:

.....
.....
.....

- I hereby appoint as expert advisor

- I hereby request the questioning of the trader, and the questions of the questioning shall be:

.....
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.....
.....

I enclose herewith the following documents:⁷

.....
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.....
.....
.....

- I hereby request the trial in my absence from the debates⁸.
- I do not request the trial in my absence from the debates.
- I hereby expressly state that I accept the binding nature of the resolution.**

By sending/signing this application, being aware of the applicable legal provisions, I hereby assume the accuracy of those written above.

According to Law no. 677/2001 on the protection of individuals with regard to the processing of personal data and the free movement of such data, I hereby state that I agree to have my data taken over.

I agree that the bank provide to the Alternative Banking Dispute Resolution Centre all necessary information, including personal data, as well as any confidential documents

⁷ Documents relating to the facts presented shall be enclosed herewith: agreements, excerpts, correspondence related to the topic, etc.

⁸ Tick if you wish the trial to be conducted as well, in your absence from the debates

(agreements, appendices etc.) which are in the possession of the trader and are related to this application.

I agree that all communications, except the communication of the arbitral award, be sent to the email address without the need of sending it by registered letter with acknowledgment of receipt.

I hereby state that I took note of the rights and obligations which I have in the Alternative Dispute Resolution procedure concluded with enforcement of a solution, including those contained in the appendix hereto.

Date

Signature

APPENDIX TO THE APPLICATION FOR THE PROCEDURE WITH ENFORCED SOLUTION INFORMATION FOR CONSUMERS

Consumers who opt for the settlement of the disputes between them and traders to be made by the Alternative Dispute Resolution procedure concluded with enforcement of a solution have the following rights and obligations:

- a) The resolution rendered within the procedure is mandatory;
- b) The resolution rendered by the Arbitral tribunal is mandatory for the parties;
- c) The parties may withdraw themselves from the procedure until establishment of the Arbitral tribunal;
- d) The involvement in the procedure shall not exclude the possibility of claiming damages through judicial proceedings;
- e) The proposed resolution may differ from a result established by a court applying the applicable legal provisions;
- f) The procedure is free of charge for the consumer;
- g) The consumer may be assisted/represented by a Consumers' Association which he empowers to this end;
- h) The consumer may be assisted/represented by a third party and/or by a lawyer whose fees shall however, be borne by him;
- i) For the resolution of disputes through the Alternative Dispute Resolution procedures there is a need that, before submitting the application to the Alternative Banking Dispute Resolution Centre, the consumer should have tried the direct settlement of the dispute with the trader. The proof of direct resolution shall be made based on documents;
- j) The resolution of the dispute by means of the Alternative Dispute Resolution procedure concluded with enforcement of a solution takes place, in case the compromise was concluded, upon attempt of the direct resolution of the dispute with the trader;

If the compromise was not concluded upon attempt of direct resolution of the dispute with the trader, it can result, according to art. 12 paragraph 2 of the Rules regarding the ADR procedure concluded with enforcement of a solution, from the filing by the plaintiff consumer, with the Alternative Banking Dispute Resolution Centre, of the application for the resolution of the dispute by means of the Alternative Dispute Resolution procedure concluded with enforcement of a solution and from the written consent of the trader that the consumer's application be settled by the ABDR Centre through the indicated procedure.

- k) The trader may refuse the settlement of dispute by means of ADR procedures and, in this case, the dispute resolution procedure cannot be initiated;
- l) If the application of the consumer does not comprise all the necessary items, he shall fill it in, within 3 business days from the date on which he is informed about the missing issues;
- m) The consumer decides the number of arbitrators which the arbitral tribunal is made of in the application (1 arbitrator or 3 arbitrators);
- n) If the consumer does not decide the number of arbitrators which the arbitral tribunal is made of, the respective tribunal shall be composed of 3 arbitrators, one appointed by each party and the third, the super-arbitrator, shall be appointed by those two arbitrators;
- o) The consumer has an obligation to appoint from the list of conciliators with legal education published on the site, by the application addressed to the Alternative Banking Dispute Resolution Centre, the arbitrator and the alternate arbitrator in case of the Tribunal with 1 arbitrator. The consumer has an obligation to appoint one arbitrator and one alternate arbitrator in case of the Tribunal made up of 3 arbitrators, from the list of conciliators with legal education;
- p) The consumer may challenge the arbitrator appointed by the trader within 3 business days from the date on which he became aware of the appointment of the arbitrator or of the ground for challenge;
- q) If the consumer does not intend to/does not have any possibility of receiving and sending documents by email, all deadlines shall be rescheduled according to the time needed to send them by registered letter with acknowledgment of receipt.
According to art. 30 of the Rules of procedure regarding the Alternative Dispute Resolution procedure concluded with enforcement of a solution, the documents sent to the parties are deemed delivered also in case the recipient thereof refused the receipt or did not show up to the postal office to pick them up, despite the available proof of notice.
- r) The consumer may request that the trial be conducted as well, in absence;
- s) At the request of the consumer, the Arbitral tribunal may agree to certain steps of the procedure, except for the debate on the merits, to take place by e-mail or exchange of documents in paper form;
- t) The inconsistencies of documents shall be covered unless relied on upon the following hearing date, but before the submission of conclusions on the merits;
- u) Upon the first hearing which is the first arbitration deadline to which the parties which are duly summoned, may submit conclusions, they have also the duty to inform the arbitral tribunal of any objections to establishment and jurisdiction of the arbitral tribunal, whether they have previously agreed to come to terms, whether they ask for application of equity law, or whether they have filed additional claims, written submissions or documents;

- v) The clerical or computation errors or omissions regarding the names, capacity and submissions of the parties, as well as any other clerical errors in the arbitral award may be corrected ex-officio or further to the request of any party brought up within 5 calendar days since the receipt of the respective arbitral award;
- w) The application for the clarification of the meaning, extension and application of the operative part of the arbitral award must be filed within 5 calendar days since the receipt of the award;
- x) If the arbitral tribunal failed to rule on a head of claim or incidental claim, any of the parties may ask for the respective award to be completed. Such request must be filed within 5 calendar days since the receipt of the sentence.