COMMITMENT
regarding the assumption and compliance with the Prospectus of the Public Offering for the sale of bonds issued by Bittnet Systems S.A., with an interest rate of 10.6%/year and maturity in 2031

The undersigned: ____

Name: ____

Trade Registry Registration No.: __________

Unique Registration Code: ________________________________

ASF Decision: ________________________________

ASF Registry Registration Number: ________________

Represented by: ________________________________

In the capacity of: ________________________________

Hereinafter referred to as the **"Eligible Participant"**

Whereas:

- the approval by the Financial Supervisory Authority of Romania ("ASF"), in accordance with the applicable legal provisions in force, of the prospectus consisting of separate documents pertaining to the public offering for sale ("Offer") of bonds issued by Bittnet Systems S.A., BNET31E, ("Issuer"), based on a prospectus consisting of separate documents ("Prospectus");
- the fact that the Intermediary of the Offer is SSIF BRK Financial Group SA ("Intermediary");
- the fact that, according to the terms and conditions of the Offer as described in the Prospectus, any investment services company or credit institution that holds the status of participant in the trading system of the Bucharest Stock Exchange ("BVB") may take over subscriptions within the Offer ("Eligible Participant");
- the fact that the Eligible Participant has the necessary capacity and authorizations and intends to take over subscriptions within the Offer;
- the fact that, in accordance with the legal provisions in force, the Eligible Participant may not carry out any of the activities provided for by the terms and conditions of the Offer as described in the Prospectus before assuming, signing and transmitting to SSIF BRK Financial Group SA the original of this Commitment signed by the legal representatives of the Eligible Participant,

The Eligible Participant fully assumes the provisions of this Commitment, as follows:

Chapter I – General Provisions
Art. 1 (1) The terms and expressions used with a capital letter in this Commitment and which are not defined herein shall have the meaning given to them in the Prospectus.

(2) For the purposes of this Commitment, "Intermediary" means SSIF BRK Financial Group SA.

Art. 2 The Eligible Participant undertakes to fully and timely fulfil all contractual and legal obligations it has towards the investors from whom it takes over subscriptions within the Offer.

Art. 3 (1) The Eligible Participant undertakes to take over, i.e. process, subscriptions/revocations of subscriptions within the Offer, in strict compliance with the provisions and limitations set out in the Prospectus and in this Commitment.

(2) The Eligible Participant undertakes to make available to interested investors the Prospectus and the subscription/revocation forms, in the form and with the content provided for by its internal regulations, a template of which is available in the annex.

(3) The Eligible Participant undertakes to carry out the operations related to the Offer within the BVB trading system, in compliance with the schedule of the markets dedicated to the Offer. Any change to the trading schedule shall be duly communicated by BVB.

(4) The Eligible Participant is solely responsible for complying with the applicable legal requirements, as well as for complying with the requirements set out in the Prospectus regarding (i) the taking over, registration and validation of subscriptions, (ii) the registration in the POF market dedicated to the offer of the stock exchange orders, for investors subscribing within the Offer through the Eligible Participant, (iii) the revocation of subscriptions, and (iv) the correction of orders, in accordance with the provisions of this Commitment.

(5) The Intermediary is not liable for the Eligible Participant's failure to fully and timely fulfil its obligations towards the investors subscribing within the Offer through the Eligible Participant.

(6) By entering the order into the BVB trading system, the Eligible Participant confirms the fulfilment of all validity conditions of a subscription, as provided for in the Prospectus and in the applicable legal rules.

(7) Where the Eligible Participant issues written statements assuming settlement, the Eligible Participant undertakes to comply with the legal requirement according to which the total value of the subscriptions for which it has issued such statements shall not exceed 300% of its own funds, determined in accordance with the applicable legal provisions.

Art. 4 (1) The Eligible Participant may charge its own clients, for the operations carried out within the Offer, fees in accordance with its own fee policy.

(2) The Intermediary shall remunerate the Eligible Participant for the amounts subscribed and settled at the end of the Offer, with up to 1.5% of the value of such amounts, as follows:

- for amounts subscribed and settled at the end of the Offer through the respective Eligible Participant that are less than or equal to EUR 500,000, no such remuneration shall be granted;
- 0.5% of the total value of the bonds subscribed and settled at the end of the Offer through the respective Eligible Participant, if such value is greater than EUR 500,000 but less than EUR 2.4 million;
- 1% of the total value of the bonds subscribed and settled at the end of the Offer through the intermediary of the respective Authorized Participants, if such value is greater than or equal to EUR 2.4 million but less than EUR 4.4 million;
- 1.5% of the total value of the bonds subscribed and settled at the end of the Offer through the intermediary of the respective Authorized Participants, if such value is greater than or equal to EUR 4.4 million.

(3) In order to receive the remuneration referred to in the preceding paragraph, the Eligible Participant shall submit to the Intermediary, at the end of the offer, the information requested by the latter regarding the subscriptions made through the Eligible Participant, and, following the Intermediary's confirmation of the allocation and of the fee amount in EUR, shall issue, in RON at the NBR exchange rate on the date of issuance, the invoice for the respective fee, which it shall send to the Intermediary. The latter shall have 15 business days to pay the invoice issued by the Eligible Participant.

Chapter II – Entry into Force

Art. 4 (1) The Eligible Participant shall transmit to BRK Financial Group SA the original of this Commitment, in the form made available by BRK Financial Group SA, signed by its legal representative(s) on each page.

(2) If, after receiving the Commitment, BRK Financial Group SA finds that (i) the Commitment submitted does not contain all the identification elements of the Eligible Participant and/or the contact details mentioned in Art. 24, and/or (ii) the Commitment is not signed by the legal representatives, in accordance with the provisions of para. (1) above, BRK Financial Group SA shall notify the Eligible Participant of the irregularities found.

(3) In the case mentioned in para. (2) above, the Commitment shall not enter into force until the irregularities notified by BRK Financial Group SA have been remedied.

(4) This Commitment enters into force on the date the Eligible Participant is notified by BRK Financial Group SA of its compliance.

(5) Any activity carried out in connection with the Offer by the Eligible Participant prior to the notification, in accordance with para. (4) above, regarding the entry into force of the Commitment, shall have no legal effect and shall not be enforceable against the Intermediary, the Issuer and/or BVB.

Art. 5 (1) BRK Financial Group SA shall notify BVB of the entry into force of this Commitment, i.e. of the right of the Eligible Participant to carry out activities within the Offer, as well as of the market(s) related to the Offer to which it will have access.

(2) Based on the notification referred to in para. (1), BVB shall grant the Eligible Participant the right of access to the market segments within the Offer and shall confirm to BRK Financial Group SA that the operation has been carried out.

Art. 6 With the exception of the clauses regarding confidentiality and liability, which survive the termination of this Commitment, this Commitment shall terminate on the fifteenth (15th) Business Day following the expiry of the Offer Period.

Chapter III – Representations and Warranties

Art. 7 (1) The Eligible Participant represents and warrants, for the benefit of the Intermediary, the Issuer and the investors who will subscribe through the Eligible Participant, the following:

(a) The Eligible Participant has the necessary capacity and authorizations to enter into this Commitment and to carry out any of the activities that may be carried out by the Eligible Participant in accordance with the Prospectus.

(b) The Eligible Participant holds the status of participant in the BVB trading system and in the clearing-settlement system of Depozitarul Central S.A.

(c) The obligations assumed by the Eligible Participant under this Commitment are valid and produce legal effects with respect to the Eligible Participant.

(d) The Eligible Participant assumes sole and full liability, including in the event of a fortuitous case, towards investors, the supervisory authorities and the Intermediary, for the failure to comply with any and all requirements set out in the Prospectus, as well as with the legal provisions applicable to the activities carried out by the Eligible Participant within the Offer.

(e) The Eligible Participant confirms that it has read the Prospectus, that it has understood and undertakes to comply with the terms and conditions of the Offer as set out in the Prospectus.

(2) The representations and warranties in para. (1) are and shall remain valid on a continuous basis throughout the term of this Commitment.

Chapter IV – Entry of Orders. Correction of Errors

Art. 16 (1) The Eligible Participant undertakes to enter into the markets dedicated to the offer the purchase orders relating to subscriptions, throughout the entire Offer Period as defined in the Prospectus, during the period when the markets dedicated to the offer are open, namely between 09:00 and 17:00.

(2) On the last day of the Subscription Period, the schedule for receiving Subscription Forms shall be between 9:00 a.m. and 12:00 p.m. (Eastern European time – GMT+2). Where subscription documents are sent by mail or courier, subscribing investors must take into account that such documents must reach the Intermediary's registered office by no later than 12:00 p.m. on the last day of the Offer Period.

(3) According to the Prospectus, the schedule mentioned above may be extended upon notification by BRK Financial Group SA.

(4) Subscription orders may be placed technically in the BVB market dedicated to the Offer in accordance with the brokerage agreement signed between investors and the intermediary/eligible participant to the Offer, either directly through the trading platform of the intermediary/eligible participant, or by the investor instructing the intermediary/eligible participant by telephone call, or through the subscription form for this offer, signed by the investor and sent to the intermediary/eligible participant.

Art. 17 (1) Where the Eligible Participant finds that it has erroneously entered into the market(s) dedicated to the offer an order relating to a subscription made, it shall immediately inform BRK Financial Group SA of the existence of the error, indicating the market in which the error was recorded.

(2) BRK Financial Group SA shall communicate to the Eligible Participant the authorization to correct the erroneously entered order and shall instruct BVB regarding the granting of the right of access of the Eligible Participant to the indicated market(s), following which the error shall be corrected by the Eligible Participant.

(3) During the Offer Period, all error corrections made in accordance with paras. (1) and (2) above shall be carried out by the Eligible Participant between 17:10 and 17:30.

(4) Such corrections are also permitted on the last day of the Offer Period, between 13:10 and 13:30.

(5) Order corrections may be made by amending an order, or by deleting an order and entering a new one. Where the erroneous order is corrected by deleting the erroneous order and entering a new order, the Intermediary or the Eligible Participant shall record, for the newly entered order, the number of the deleted order in the reference field of the newly entered order.

Art. 18 Subscriptions made within the Offer may be modified, subject to the following cumulative conditions:

- The value of the subscription in EUR must remain the same or increase. The value of the subscription may not decrease as a result of an increase in the subscription price or a change in the number of bonds;
- The modification of a purchase order placed in the BVB market dedicated to the Offer, with an impact on the value of the subscription, may concern the subscription price and/or the number of bonds subscribed.

Investors may modify the subscription order with respect to the subscription price only within the subscription period and only within the set price range of EUR 94 – EUR 106/bond, inclusive of both ends of the range.

Art. 19 Where the Eligible Participant fails to comply with the requirements regarding the entry of orders/correction of errors, referred to in Arts. 16–17, the Eligible Participant shall be solely liable to its own clients.

Chapter V – Responsibility for the Settlement of Transactions
Art. 20 (1) The Eligible Participant is solely responsible for the settlement of transactions concluded as a result of the registration of orders in the offer markets related to subscriptions.

(2) The Intermediary has no responsibility whatsoever regarding the settlement of the transactions referred to in para. (1) above.

Art. 21 The settlement of transactions shall be carried out through the settlement system of Depozitarul Central S.A., on the second Business Day after the Transaction Date.

Chapter VI – Contractual Liability
Art. 22 The Eligible Participant is solely liable for any failure to comply with the applicable legal rules, the Prospectus, this Commitment, as well as its own internal regulations, with respect to the activities carried out by it within the Offer.

Chapter VII – Confidentiality
Art. 23 The Eligible Participant undertakes to maintain the confidentiality of all data and information related to the conduct of this Commitment.

Art. 24 The disclosure of the data and information referred to in Art. 23 is permitted only in the following situations:

a. BRK Financial Group SA has expressed its consent regarding the possibility of disclosing such data and information;

b. There is a legal obligation for the Eligible Participant to provide the data and information;

c. The disclosure of information is necessary for the performance of the contractual obligations assumed by the Eligible Participant in its relationship with its clients who have subscribed within the Offer.

Chapter VIII – Notices and Communications
Art. 25 (1) All communications and/or notifications between BRK Financial Group SA and the Eligible Participant shall be made, in compliance with the substantive and formal requirements set out in this Commitment, to the e-mail addresses mentioned below:

For BRK Financial Group SA

Name: Gabriela Chirita

Email: ordine@brk.ro

Tel: 0364.260.762

0364.401.709 ext. 2011

For the Eligible Participant

Name: ________________________________

Email: ________________________________

Tel: ________________________________

(2) All communications and/or notifications between BRK Financial Group SA and the Eligible Participant shall be deemed to have been made on the date and time the respective e-mail is sent, except where an error message regarding the transmission of that e-mail is received.

Art. 26 The Eligible Participant may request and obtain clarifications, explanations, or additional information by telephone, fax or e-mail from the persons mentioned below:

Name:	Gabriela Chirita
Tel:	0364.260.762 0364.401.709 ext. 2011
Email:	ordine@brk.ro

Chapter IX – Applicable Law. Jurisdiction
Art. 27 This Commitment is governed by Romanian law.

Art. 28 In the event of disputes regarding the interpretation and/or performance of this Commitment, the Eligible Participant and BRK Financial Group SA shall attempt to resolve them amicably. If the disputes cannot be resolved amicably, the dispute shall be submitted for resolution to the competent courts of law.

Chapter X – Final Provisions
Art. 29 This Commitment gives rise to valid obligations binding upon the Eligible Participant throughout the entire term of the Commitment and may not be withdrawn/revoked in any way by the Eligible Participant.

Art. 30 The annexes to this Commitment form an integral part of the Commitment and enjoy the same legal force.

This Commitment was signed today ____________________, in two original counterparts having the same legal force, one for the Eligible Participant and one for BRK Financial Group SA.

Full name of the Eligible Participant
____

Representative's name ________________________________

Representative's capacity ________________________________

Signature

Stamp