Raiffeisen Bank

GENERAL TERMS AND CONDITIONS
R-FLEX

Contents

I DEFINITIONS 3
II INTRODUCTION 5
III CONTRACTING THE RBA R-FLEX SERVICE 5
IV OBLIGATIONS OF THE CLIENT 5
V CONTRACTING OF TRANSACTIONS 6
VI XLSX REPORT AND TRANSACTION AGREEMENT 7
VII SETTLEMENT 8
VIII CANCELLATION OF TRANSACTIONS 8
IX SECURITY 9
X NON-ADVISORY SERVICE 9
XI RESPONSIBILITY OF THE BANK 10
XII REPRESENTATIONS AND WARRANTIES OF THE CLIENT 10
XIII CANCELLATION 11
XIV APPLICATION OF GENERAL ACTS 12
XV DISPOSING OF DATA 12
XVI RESOLUTION OF DISPUTES 12

I DEFINITIONS

These R-Flex General Terms and Conditions ("General Terms and Conditions" or "R-Flex General Terms and Conditions") regulate the rules, obligations and conditions for using the R-Flex digital platform, which is within the scope of the RBA Internet Banking for Business Entities, and they are available on the Bank's website www.rba.hr. The Bank has no obligation to enable R-Flex functionalities to every Client and it reserves the right to independently set the scope of available R-Flex functionalities to every individual Client.

These General Terms and Conditions are an annex to the General Terms and Conditions for RBA DIREKT Services for Business Entities and constitute their integral part with regard to the R-Flex digital platform.

Individual terms used in these General Terms and Conditions, which are not defined or differ from those defined in the General Terms and Conditions for RBA DIREKT Services for Business Entities, or have the following meaning due to the specifics of R-Flex, are as follows:

Client	Business entity which holds a transaction account at the Bank and which has contracted use of the RBA DIREKT Internet Banking with access via a personalized device with the Bank.
R-Flex	Digital FX platform available within the RBA DIREKT Internet Banking to users of personalized IB access devices, for foreign currency exchange or making of term deposits.
Personalized device	USB/SmartCard with the FINA Certificate and mToken are personalized Internet Banking access devices.
Person authorised to contract Transactions	The Authorised Person and the User of a personalized RBA DIREKT Internet Banking access device with the certificate to authenticate or input authentication. They can contract an FX exchange transaction exclusively by themselves and regardless of the agreed authority level of the respective authorised person in the RBA DIREKT Internet Banking and potential restrictions in disposing of assets in the Client's transaction account. Person authorised to contract Transactions can agree Transactions in their name and for their account, and in their name but for the account of a fund or other assets that they manage.
Authorised person	Physical person whom the Client authorised to dispose of assets in the Account or who access the Account in another way in compliance with the authorities that they were delegated
Transaction	Transaction of FX exchange – purchase of a particular currency amount by simultaneous sale of a particular amount of another currency at the exchange rate valid at the moment of agreeing the Transaction, and which the Bank quotes at the Client's request. This can be: FX T+0 Transaction. Term deposits – making a term deposit agreement for a specific monetary amount in any of the currencies offered by the Bank, for a term set by the Client, and which will be for a maximum of one year, at the respective interest rate applicable, which rate the Bank will quote at the Client's request.
FX Limit Order	Currency buy and sell order whereby the Person authorised to contract Transactions sets the currency pair, amount, target exchange rate, order validity, Settlement Accounts and other elements made available by the Bank via R-Flex. An order will be executed automatically if market conditions allow order execution

	according to the order elements, i.e. at the target exchange rate or an exchange rate that is more favourable for the Client, during its validity. When the order terms are met, the order will be executed according to the Buy and Sell Transaction rules.
Transaction Date	Day on which a Transaction was agreed.
Settlement	Simultaneous delivery of purchased and sold amount of currency between the Bank and the Client, or debiting the Settlement Account for the term deposit amount. Settlement is conducted by the Bank in accordance with the defined payment instructions.
Settlement Date	Day on which the purchased/sold currency will be delivered. This can be: FX T+0, or settlement on the same day. The day on which the term of the deposit begins, which is determined by the Client.
Settlement Accounts	Client's Transaction Account held at the Bank. As regards exceptions to this, the Client will be sent a special Transaction Agreement for the contracted transaction.
XLSX Report	XLSX Report of contracted transactions is available in the Exchange History within the R-Flex menu, and it contains all relevant elements of the FX exchange or of the term deposit. XLSX Report for currency exchange contains: Transaction ID, Transaction Date, Maturity Date (Settlement), agreed Exchange Rate, currency and amount of the purchased currency, currency and amount of sold currency and payment instructions and status. XLSX Report for term deposit contains: Term Deposit Agreement No., Term Deposit ID, Term Deposit Date, Maturity Date, debit account (connected account), interest rate (fixed), Term Deposit amount in currency and status. XLSX Report for FX limit order contains: Order No., currency bought, currency sold, amount, exchange rate, entry date and time, validity date, reached at, entered by, status.
Transaction Agreement	In an exceptional case, when Settlement Accounts differ from the Transaction Account at the Bank, a Transaction Agreement with the following relevant transaction elements: Transaction Date, Maturity Date (Settlement Date), agreed Exchange Rate, currency and amount of the purchased currency, currency and amount of sold currency and payment instructions, will be sent to the Client from the Bank's computer application. It is valid without signature and stamp of the Bank.
Device	USB token, Smartcard or another personalized encryption device issued by the Bank.
Working Day	Any day, except Saturday, Sunday and holidays specified by law, on which the Bank is usually open for contracting currency transactions
Working Hours	R-Flex Working Hours for currency exchange are on every Working Day from 8:30 to 15:30 hours. R-Flex Working Hours for term deposits are on every Working Day from 8:30 to 16:30 hours. The Bank reserves the right to change the R-Flex Working Hours.
Exchange Rate	Price at which the Bank buys or sells an individual currency.

II INTRODUCTION

R-Flex is a digital platform enabling the Client to:

- buy and sell currency at market exchange rates, which can differ from the exchange rates stated in the official exchange rates list of the Bank,
- automatic execution of currency buy and sell transactions based on a previously set FX Limit Order, if the order elements, i.e. the conditions for execution, are fulfilled during its validity,
- make term deposits at the currently applicable interest rates.

In the process, the Bank allows the Client to select an account that will be credited/debited for the amount of the currency being purchased/sold, or for the deposit amount, as well as the date on which the settlement will take place, or when the account will be credited/debited for the amount of the currency being purchased/sold, or when the deposit funds will be agrees as a term deposit.

All Transactions to be made shall be in accordance with the Foreign Exchange Act and other applicable legal and legal and bylaw regulations in the Republic of Croatia, as well as the general business regulations of the Bank.

R-Flex is a functionality available within the RBA DIREKT Internet Banking for all users who access it through a personalized device with authority to "enter and authenticate" or "authenticate", whereby the Bank independently sets the scope of available R-Flex functionalities to every individual Client. FX Exchange Transactions, or term deposits in R-Flex can be contracted by all mentioned users of personalized devices exclusively by themselves and regardless of the agreed authority level for the RBA DIREKT Internet Banking and potential restrictions in disposing of assets in the Transaction Account as delegated to an individual user.

III CONTRACTING THE RBA R-FLEX SERVICE

Clients who hold a Transaction Account at the Bank and have agreed the RBA DIREKT Internet Banking service with access through a personalized device with authority to "enter and authenticate" or "authenticate" have access to R-Flex enabled within this service. The process of contracting the RBA DIREKT Internet Banking is detailed in the General Terms and Conditions for RBA DIREKT Services for Business Entities.

IV OBLIGATIONS OF THE CLIENT

The Client has the obligation to inform Authorised Persons and Persons authorised to contract Transactions with their rights and obligations when exercising the delegated authorities and restrictions in disposing of assets in the Transaction Account or in connection to agreeing a Transaction and placing an FX Limit Order, and inform them of the provisions of the Agreement defined by the General Terms and Conditions for RBA DIREKT Services for Business Entities as well as monitor authorities for the usage.

By using R-Flex within the scope of the RBA Internet Banking service, the Client accepts the R-Flex General Terms and Conditions. The Client acknowledges and agrees to the fact that the contracted authority level of the Authorised Person and of the Person authorised to contract Transactions any potential restrictions in disposing of assets in the Client's Transaction Account or the agreed (delegated) authority level of the

Authorised Persons and of the Person authorised to contract Transactions for the RBA DIREKT Internet Banking do not apply to transactions or disposing of assets that will be executed through R-Flex.

The Client undertakes to have valid and fully valid authorities as are required, in accordance with the regulations or acts of the Clients, to contract and/or execute a Transaction throughout the time of using R-Flex.
The Client further undertakes to take any and all actions required to contract and/or execute a Transaction as well as to notify the Bank, without any delay, of any event that could represent a violation of the contractual relationship and to submit, at the Bank's request, any documentation which the Bank may reasonably request.

The Client undertakes to notify the Bank in time in the case of termination of authority or change of the Authorised Persons and/or of the Persons authorised to contract Transactions or of status changes.

By accepting these, the Client gives explicit consent to the Bank that it can forward all their data, which they have made available to the Bank when contracting the agreement as well as any information that the Bank learns while executing the agreement, to be used by members of the Raiffeisen group in the country and abroad for the purpose of creating a joint customer database of the mentioned group, for the purpose of anti-money laundering and terrorist financing, for the purpose of determining the FATCA status[1] and fulfilling the obligations arising from the FATCA regulations, and that the data can be transferred for the purpose of fulfilling the obligations arising from the implementation of reporting to the USA Tax Administration about USA taxpayers for the purpose of implementation of the FATCA regulations and all activities as per the FATCA.

V CONTRACTING OF TRANSACTIONS

Every Working Day, during the Working Hours, through R-Flex, the Person authorised to contract Transactions for the Client has the possibility to request the Exchange Rate for a particular pair of currencies from the exchange rate list and the Settlement Date by stating the amount of the currency which they wish to buy/sell, enter the FX Limit Order, or interest rate for a specific currency and term period and to set the Settlement Date and the Settlement Accounts.

The Bank will quote the Exchange Rate for the requested pair of currencies or interest rate without delay.

After the Bank quotes the Exchange Rate or interest rate, the Person authorised to contract the Transaction can accept or refuse the offered Exchange Rate or interest rate.

A Transaction will be deemed contracted at the moment when the message of the Persons authorised to contract the Transaction on acceptance of the offered Exchange Rate for the requested pair of currencies and specific amounts, or interest rate for the requested currency, term deposit amount and period, with specific Settlement Date and Settlement Accounts, is stored in the Bank's computer centre.

Neither the Bank nor the Client have the possibility to change the conditions of a contracted transaction. After a Transaction is agreed, the Bank will confirm to the Client that the Transaction has been contracted.

[1] FATCA status (Foreign Account Tax Compliance Act) is assigned to a person who has any of the characteristics due to which they are subject to the U.S. Foreign Account Tax Act, which aims at preventing the USA taxpayers to avoid taxation by using foreign accounts. The text of the Act is available at www.irs.com

Technical inability of the Bank to send the feedback message will not have any impact on the validity of the contracted Transaction and shall not be the reason for terminating the Transaction.

The Bank will refuse to contract a Transaction if contracting of such a Transaction would overrun the granted trading limit, and it will notify the Client of this.

By confirming and sending the FX Limit Order, the Person authorised for concluding the Transaction places an order to the Bank to automatically execute the placed FX Limit Order without any additional confirmation from the Client, upon fulfilment of the conditions specified in the FX Limit Order during its validity period.

R-Flex for term deposits can contain also information of interest rate amount for the deposit, which is only for information purposes and therefore needs not represent an accurate interest rate calculation. The accurate interest rate calculation for the deposit will be available to the Client by the Bank at its respective maturity.

VI XLSX REPORT AND TRANSACTION AGREEMENT

Currency exchange or term deposit through R-Flex is considered contracted after the Bank and the Client agree on the relevant elements of a transaction, which are a constituent part of the XLSX report.

For currency exchange or term deposit through R-Flex, the Client controls data from the XLSX report from the Exchange History of currency exchanges or term deposits, which is available within the digital platform, and in the case of any inconsistencies and objections, they will immediately and without any delay contact the Bank.

Exceptionally, when the Settlement Accounts differ from the Transaction Account at the Bank for currency exchange through R-Flex, the Client will, from the Bank's computer application, be sent the Transaction Agreement with the following relevant transaction elements:

- for currency exchange:
  - Transaction Date,
  - Maturity Date (Settlement),
  - agreed Exchange Rate,
  - currency and amount of the purchased currency,
  - currency and amount of the sold currency, and
  - payment instructions
- for term deposit:
  - deposit amount,
  - term period,
  - purpose,
  - interest rate,
  - calculation method,
  - debit account,
  - disposing of the deposit,
  - disposing of the interest rate.

The Transaction Agreement will be valid and effective without the signature and stamp of the Bank. The Client is obliged to verify all elements contained in the Transaction Agreement and, in the case of any inconsistencies compared to the agreed ones, they will notify the Bank without delay. The Bank delivers the Transaction Agreement to the Client to be signed. Any failure of the Bank and /or the Client to deliver and return the signed Transaction Agreement will have no impact on the validity of the contracted Transaction and obligations of the parties, which arise from the contracted Transaction.

VII SETTLEMENT

As on the Settlement Date, the Client is obliged to ensure coverage in the Settlement Account which was selected at the time of confirming the Transaction. Coverage is deemed to be the amount in the Settlement Account which needs to be at disposal and free from any rights and encumbrances.

Coverage is not deemed to be the currency amount for which the Settlement Account has not been credited as yet, nor the amount for which the Client issued an order to the Bank or another financial institution to remit to the Settlement Account or to any other amount of which the Client is not free to dispose.

As on the Settlement Date, the Bank will execute the Settlement only if the Client has ensured coverage in the Settlement Account sufficient for its execution.

If the Settlement Date is the same as the Transaction Date, FX exchanges can be made during the Working Hours of R-Flex, and the Bank will try to execute the Settlement from the moment of contracting the Transaction up until 15:30h for FX Exchange Transactions or for deposits.

If the Bank is not able to execute the Settlement of the Transaction by 15:30h for FX Exchange Transactions or deposits on the Settlement Date because there is no coverage in the Settlement Account for the amount of the due currency, the Bank will charge a default fee for the due amount of the sold currency at the rate defined by the Decision on Service Fees of Raiffeisenbank Austria d.d. Zagreb, and after the next working day expires until 15:30h for FX Exchange Transactions or for deposits. After the Settlement Date, the Bank will deem the Client desisted from the Transaction, and it will cancel the Transaction pursuant to these General Terms and Conditions.

If several FCY Transactions are due on the same Settlement Date, and under their conditions both parties mutually own payments on the same day and in the same currency, and if the parties so agree, the party owing a higher amount will pay the difference between the agreed amounts, in which case the Bank will, prior to Settlement, deliver to the Client the notification of such difference.

The Client undertakes not to, without a previous explicit written consent of the Bank, pledge or cede to third persons any amount from any or all Transactions which the Bank will owe to them.

VIII CANCELLATION OF TRANSACTIONS

The Bank will cancel a contracted Transaction if:

1) the Client does not ensure coverage in the Settlement Account even on the next Working Day following the Settlement Date, or
2) the Client explicitly, in writing, refuses to settle the Transaction, or

3) conditions are fulfilled from point XIII Termination of the General Terms and Conditions, or
4) two or more Persons authorised to contract the Transaction simultaneously make identical FCY Transactions or of the term deposit.

The Bank is obliged to notify the Client by a message within R-Flex, or in another appropriate way, of cancelling a Transaction. After a Transaction is cancelled, both the Client and the Bank are released from their respective obligations as per the Transaction and waive the right to damage compensation or any complaint on the grounds of the cancellation.

In the case of cancelling a Transaction, the Bank will charge to and collect from the Client the desistance fee in keeping with the Decision on Service Fees of Raiffeisenbank Austria d.d. Zagreb.

The desistance fee will be payable within 7 days from the date of invoicing.

IX SECURITY

To the effect of security while using R-Flex, Clients are allowed access to it exclusively by using the personalized Devices which ensure authenticated access to the RBA DIREKT Internet Banking or R-Flex.

The Client / Person authorised to contract a Transaction is obliged to safekeep the Devices, as well as PIN secrecy and ensure that the Devices or the PIN doe not come into possession of a third person. If the Person authorised to contract a Transaction suspects that someone learned their PIN, they can change it at any moment.

All risk of PIN misuse is borne exclusively by the Client. The Bank guarantees that the PIN is not in its documentation. The Client / Person authorised to contract a Transaction is obliged to use the personalized authentication Devices in the manner as prescribed in the user manual.

The Client will be deemed exclusively responsible for acquiring and maintaining any equipment and software, and for contracting all necessary arrangements which refer to the telecommunication services provider, and if access to the RBA DIREKT service or R-Flex is conducted by a third party's server, then also for arrangements which refer to the third party, and which are necessary for enabling access to the RBA DIREKT service or R-Flex. Neither the Bank nor the company which maintains, conducts, owns or provides the licence, or provides to the Bank any services related to the RBA DIREKT service or R-Flex, do in any way represent or warrant for the adequacy of the mentioned equipment, software or arrangement.

The Client agrees to and accepts that all services provided through the RBA DIREKT Internet Banking or R-Flex which include transfer via the Internet, are related to all risks usual for Internet use. The Bank guarantees to the Client that all communication through the RBA DIREKT service or R-Flex is encrypted for the purpose of security in Internet use.

X NON-ADVISORY SERVICE

By contracting the RBA DIREKT service or using R-Flex, the Client is familiar with and declares that the Transactions which they will make, or the FX Limit Orders which they will place are appropriate to their financial business and that they are based on their own assessment and advice of advisors as the Client deems necessary.

The Client agrees to and confirms that they do not consider any communication with the Bank as advice or recommendation for contracting a Transaction, or place an FX Limit Order. No communication on the part of the Bank shall be deemed direct or tacit guarantee, of any kind whatsoever, or a confirmation with respect to expected results of any such Transaction, or a placed FX Limit Order. The Client confirms that the Bank shall not be responsible for market information and offers that it provides.

The Client is aware that any Transaction, or a placed FX Limit Order is connected to particular market risk and declares and warrants to be familiar with such risk. The Client declares that they are capable of assessing and understanding (on their own or with any necessary, independent expert advice) the value of a Transaction, or a placed FX Limit Order and that they understand and accept the terms and the risks of these. They are also capable of taking and do take al risks from all contracted Transactions, or placed FX Limit Orders.

XI RESPONSIBILITY OF THE BANK

Neither the Bank, nor its dealers, directors, employees or agents will be responsible for any direct or indirect damage, loss or expense which the Client suffers pursuant to any Transactions made through R-Flex, or pursuant to execution of FX Limit Orders placed through R-Flex, save if not being a result of their intent, negligence or fraud.

Neither the Bank, nor its dealers, directors, employees or agents will be responsible for any change in market conditions that arise after contracting but before Transaction Settlement, or after placing and before executing of FX Limit Orders.

Neither the Bank, nor its dealers, directors, employees or agents will be responsible for any partial fulfilment or non-fulfilment of the Bank's obligations due to reasons outside the control of the Bank, including without restriction, disruption or malfunction of phone connections, or other communication channels or computer equipment, industry action, action and regulation of any state or other relevant authority.

XII REPRESENTATIONS AND WARRANTIES OF THE CLIENT

By signing the application for contracting of a personalized Internet Banking access device, the Client states and warrants as follows:

- the Client is a commercial company which is duly incorporated and entered in the registry of the competent Commercial Court or in another registry;
- no proceedings have been initiated or threatened against the Client for bankruptcy, reorganisation or liquidation or other proceedings which would have a similar effect that would be aimed at concluding a settlement arrangement with creditors;
- no proceedings have been initiated or are pending against the Client that are aimed at annulment of entry of any material circumstance in connection to their legal status;
- the Client has full business and legal capacity to contract and execute a Transaction;
- any decisions, approvals as needed pursuant to regulations or acts of the Clients for contracting and/or executing a Transaction, or placing an FX Limit Order, exist, are in full effect and fully valid;

- by contracting and executing a Transaction, or placing an FX Limit Order, no provisions of the Clients' acts of incorporation, of any statute, law or rules of any court or state authority are violated;

The Application form was signed by persons authorised to represent the Client;

- apart from the Persons authorised to contract a Transaction of FX exchange who can autonomously, regardless of the authority level assigned to them in the transaction account, contract FX Exchange Transactions, or place an FX Limit Order, the Client has not enabled access to personalized authentication devices and PIN-s;
- the Client has the necessary specific knowledge about Transactions, or placing an FX Limit Order and is familiar with the specific risks related to their execution;
- that the Bank does not nor will have any obligation to consult the Client on risks related to any intended Transactions, or an FX Limit Order and that the Client assumes full responsibility for any decision on contracting a Transaction, or placing an FX Limit Order and to obtain independent legal, tax and other relevant opinions regarding risks related to intended Transactions and/or FX Limit Orders.

XIII CANCELLATION

The Bank has the right to terminate access to R-Flex unilaterally in the following cases:

- if the Client delays with payment of any obligation arising from the contracted Transactions;
- if the Client defaults on or delays with execution of any monetary and/or non-monetary obligation under any current or future facility that the Client uses or will use at the Bank, as well as any contractual obligations in connection with security instruments under any facility that the Client uses at the Bank;
- if any statement of the Client explicitly given in this Agreement is not complete, accurate or true or up to date;
- if any circumstance arises, due to which, in the reasonable opinion of the Bank, there can arise or has occurred a material adverse change in business, assets, obligations or financial position of the Clients, or the Clients' financial ability to duly fulfil the obligations as per the contracted Agreement is threatened;
- if the Client becomes illiquid, stops payments or outstanding payments are recorded debiting the Client's account;
- in the case of the Client's bankruptcy or liquidation;
- if the Client fails to submit the requested data and documentation necessary to determine the FATCA status[1] and implementation of the FATCA regulation.

The Bank cancels access to R-Flex by a message via the Internet or in another appropriate manner, without a notice period. In the case of cancelation, any contracted transactions for which Settlement has not been made are cancelled, and the Client shall pay the fee for these Transactions in keeping with the General Terms and Conditions. In the case of cancelation by the Bank, the Client agrees and gives their consent to the Bank that the placed but unexecuted FX Limit Orders shall cease to be valid and shall no longer present any obligation of the Bank.

Both the Bank and the Client have the right to terminate use of R-Flex unilaterally without giving their reason and with a notice period of 15 days from notice delivery, and with obligation to settle Transactions

[1] FATCA status (Foreign Account Tax Compliance Act) is assigned to a person who has any of the characteristics due to which they are subject to the U.S. Foreign Account Tax Act, which aims at preventing the USA taxpayers to avoid taxation by using foreign accounts. The text of the Act is available at www.irs.com

contracted until that time. The contracting parties agree that any placed but unexecuted FX Limit Orders can be executed no later than one month from the expiry date of the notice period, provided that the conditions from the FX limit order are met. After the above term has passed, the Client agrees and gives their consent to the Bank that the placed but unexecuted FX Limit Orders shall cease to be valid and shall no longer present any obligation of the Bank. The notice statement will be sent to the other contracting party by the Internet or in another appropriate manner.

XIV APPLICATION OF GENERAL ACTS

R-Flex is subject to the Decision on Service Fees, these R-Flex General Terms and Conditions which are a constituent part of the General Terms and Conditions for RBA DIREKT Services for Business Entities, General Terms and Conditions for Transaction Accounts of Business Entities and other general acts of the Bank including all changes and amendments made during the time of using RFlex, and of which the Client has been informed and to the application of which they agree.

The Bank will make the notification of changes to decisions and general acts of the Bank from the previous paragraph available on its website.

The R-Flex General Terms and Conditions come into force on 23/11/2026 The entry into force of these General Terms and Conditions supersedes the General Terms and Conditions for RBA iDirekt R-Flex Service of 20/04/2026.

XV DISPOSING OF DATA

By signing the RBA DIREKT Internet Banking Application form, the Client explicitly and irrevocably authorises the Bank to forward the data about the Client, connected persons and documentation to the central information database of the Raiffeisen Group in the country and abroad, and that all members of the Raiffeisen Group have access to the respective information.

XVI RESOLUTION OF DISPUTES

In the case of any dispute, the court in Zagreb will have jurisdiction.