Raiffeisen Bank

GENERAL TERMS AND CONDITIONS FOR BROKERAGE AND CUSTODY SERVICES

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Raiffeisenbank Austria d.d.
Brokerage
Custody and Depositary business

November 2026

Raiffeisen Bank

CHAPTER A. GENERAL PROVISIONS

I. SCOPE OF APPLICATION

1. The General Terms and Conditions of Brokerage and Custody Services (hereinafter: the General Terms) determine the rights and obligations in the relationship between Raiffeisenbank Austria d.d. (hereinafter: RBA or Bank) and the Client, and constitute an integral part of the Agreement of Financial Instruments purchase/sale order, the Brokerage Agreement or the Custody Agreement (hereinafter: the Agreement).

2. By signing the Agreement, the Client explicitly confirms being aware of and accepts the General Terms and Conditions as well as the following documents which are an integral part of the General Terms and Conditions, and therefore of the Agreement: «Information for Investors», «Markets list», «Fees», «Client Order Execution Policy», «Rules of Personal Data Treatment of Raiffeisenbank Austria d.d.», «Cut-off Time Schedule for Instruction Delivery», together with any and all amendments and changes, which are available at RBA's business network and the internet site www.rba.hr.

3. At the Client's written request, the above documents can be delivered to the Client also through the agreed communication channel.

4. RBA reserves the right to amend and supplement the General Terms as well as the above accompanying documents in keeping with the legal regulations and business policy of RBA. Any amendments and supplements s shall be published on www.rba.hr no later than fifteen (15) days before the start of their application.

5. The Client shall be deemed to have accepted the amended and supplemented General Terms and the constituent documentation, if the Client does not reject their application in writing prior to their effective date. If the Client rejects their application in whole or in part, the Agreement shall be deemed to have been cancelled by the Client and the provisions on the cancellation of the Agreement shall apply. Amendments and supplements of both the General Terms and the accompanying documents shall not apply to the Agreement during the notice period.

6. The General Terms enter into force on 7 December 2026.

II. DEFINITIONS

7. The following terms used in the General Terms shall have the meanings as set forth below, unless provided otherwise by the context:

Allocation	Notification by which a Professional /Client identifies the Financial Instrument Account and/or Cach Account to be credited or debited as a result of a transaction in financial instruments, in accordance with the Regulatory Technical Standards (RTS) on settlement discipline
Stock Exchange	Zagrebačka burza d.d. (Zagreb Stock Exchange) or other Trading Venue licenced by competent regulatory authority.
Price	The unit price for the unit quantity of the Financial Instruments to which the Order relates.

CRS	The Common Reporting Standards are a constituent part of the Council Directive no. 2014/107/EU of 9 December 2014 amending Directive 2011/16/EU as regards mandatory automatic exchange of information on financial accounts in the field of taxation of financial assets connected to another country with which the Republic of Croatia has signed an automatic data exchange agreement. The text of the Directive is available at: http://eur-lex.europa.eu/legal-content/HR/TXT/?qid=1448542824019&uri=CELEX:32014L0107
Management company	The company for management of joint venture entities – refers exclusively to the company Raiffeisen Kapitalanlage-Gesellschaft m.b.H, via the branch: Raiffeisen Kapitalanlage-Gesellschaft m.b.H., Podružnica Hrvatska, za upravljanje fondovima.
FATCA	The Foreign Account Tax Compliance Act is an agreement between the USA and the Governments of the FATCA partner states to enhance execution of tax obligations on the international level and FATCA implementation. The text of the agreement is available on www.porezna-uprava.hr.
Financial Instruments	Unambiguously, clearly and precisely defined Financial Instrument to which the Order and/or Instruction refers, or which is deposited in the Custody account as defined by the Capital Market Act and relevant EU regulations.
Fund	Investor protection fund.
CFSSA ("HANFA")	Croatian Financial Services Supervisory Agency.
CNB	Croatian National Bank.
Assets	Financial Instruments and Cash assets held in Custody account.
Instructions	instructions provided by the Client to RBA in relation to the custody service.
Units in collective investment undertakings	Shares in investment funds, hedge funds or other entities, certificates and/or warranties issued by issuers having no registered seat in, and not being issued in the Republic of Croatia, regardless of whether or not they are traded on a Trading Venue.
Client	one or more legal entities or private individuals, or pools of asset without legal personality on whose behalf an agreement on brokerage and/or custody services has been set up with RBA.
Order book	records of individual orders, kept by RBA in the electronic form, in keeping with the provisions of the CMA and the applicable subordinate regulations.
Quantity	the specific defined number of the Financial Instruments to which the Order/Instruction relates. It may be expressed in pieces for equity instruments or at par for debt instruments.
Corporate action	service supported by RBA in the form of forwarded information on the exercise and realization of rights from the Financial Instrument. It is described in more detail in section XXV Corporate actions.
LEI code	An unique reference code identifying legal entities in the financial market with a view to reducing systemic risk through better monitoring and greater availability of data while reducing costs related to data collection and processing, and easier, faster and more comprehensive reporting to regulatory authorities.
MIFID II identifier	personal identifier or code as prescribed by the Commission Delegated Regulation (EU) 2017/590 of 28 June 2016 supplementing Regulation (EU) No 600/2014 of the European Parliament and of the Council with regard to regulatory technical standards for the reporting of transactions to competent authorities.

Trading venue	any regulated market, multilateral trading platform, organized trading platform or systematic internalizer licensed for business by the competent regulatory authority.
Fee	fees for RBA brokerage and/or custody services that are made available to each Client upon contracting the said service in the RBA business network and at www.rba.hr. The client and the RBA may also negotiate different Fees than those available on RBA website.
Order	unilateral statement of the Client's will addressed to and accepted by RBA as part of the brokerage service, on the basis of which RBA performs a certain deal with the specific Financial Instrument on its name and for the Client's account.
Netting	offsetting of obligations to deliver and receive Financial Instruments and Cash arising from Novated Transactions whereby the payment obligation is calculated in relation to the corresponding ISIN.
NCA	National Classification of Activities.
Novation	special novation procedure as defined in Article 535(3) of the CMA, in which the obligation relationship between the buyer and the seller in the Transaction being cleared is replaced by two novated obligation relationships where SKDD-CCP becomes the buyer to the original seller and the seller to the original buyer, and the previous obligation relationship between the original buyer and the seller ceases. A special novation, within the meaning of the preceding sentence, does not constitute a renewal within the meaning of a special law governing obligation relationships, and it is not subject to the application of the provisions on renewal in terms of the law governing obligation relationships.
Cash	The amount of money which RBA received from the Client as a deposit for purchase of Financial Instruments or participation in Corporate action, or which proceeded from the sale of Financial Instruments or from a certain Corporate action in connection with the Financial Instruments, which are deposited in the Custody account.
Cash account	Transaction account, in the case of a private individual, a current and /or multicurrency account, is the Client's account held with RBA.
RBA Cash collateral account	SKDD-CCP account, opened in "HSVP" (the Croatian Large Value Payment System) in the name of SKDD-CCP, for the purpose of holding cash provided as collateral by RBA, on which SKDD-CCP holds and manages funds for RBA's account. The cash recorded in RBA cash collateral account are RBA's assets and are not part of the assets of the SKDD-CCP, nor its liquidation or bankruptcy estate, nor can they be subject to enforcement in connection with claims against SKDD-CCP. A special security interest in favor of SKDD-CCP is created on the cash held in RBA cash collateral account, and SKDD-CCP has the right to dispose of such cash in accordance with the Financial Collateral Act.
Novated transaction	a transaction derived from a Novated Accepted Transaction or from an executed Transfer Order.
PIN	personal identification number for tax purposes
Basic account at SKDD	an account as defined by SKDD Rules.
Voluntary Corporate Action	a corporate action in which the Client has the right to choose one of two or more offered options or to decide whether to participate therein. For the execution of the selected option, the client is obliged to submit an instruction to RBA within the timeframe specified in RBA's notification. For the purpose of executing the selected option, the financial instruments to which the Client's

	instruction relates may be blocked, i.e., unavailable for disposal, until the completion of the Corporate Action or until the revocation of the instruction, to the extent revocation is possible.
Authorized Agent	a private individual authorized by the Client to have the right to consult and act on RBA brokerage account and custody account.
Trade Confirmation	the process by which the contracting parties confirm the terms of a transaction
SKDD Rules	a document called "Rules of the Central Depository and Clearing Company" as amended from time to time, which is available on the website www.skdd.hr
Professional Client	a Client who meets the criteria set out in Annex II to Directive 2014/65/EU on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU, or the criteria set out in the provisions of the Capital Market Act (CMA) , and whom the Bank has classified as a professional client as described in the "Information for Investors" (Section 4 Client Categorization), which is available on the Bank's website rba.hr, excluding a professional client who has requested to be treated as a retail client.
Financial instrument account	Account opened at the Central Depository or with the custodian, i.e. the Client's Custody in which RBA stores Financial instruments owned by the Client.
RBA securities collateral account	is a securities account of SKDD-CCP, opened in the Settlement System in the name of SKDD-CCP, on which the Financial Instruments provided as RBA collateral are kept, on which SKDD-CCP holds and manages the Financial Instruments for RBA 's account. All changes and cash receipts in the RBA securities collateral account resulting from corporate actions will be adequately recorded in RBA collateral accounts.
Brokerage cash account	Brokerage account on which the Client's funds are deposited. The cash account is maintained on behalf of the Client at the following institution and with account number specified below: Raiffeisenbank Austria d.d. **IBAN: HR1824840081300069103.**
Custody cash account	Custody account in which the Client's Cash is deposited. The Cash account is maintained on behalf of the Client at the following institution and with account number specified below: Raiffeisenbank Austria d.d. **IBAN: HR8224840081300095499.**
Business day	The day (other than a Saturday, Sunday and official holiday) on which RBA and the Custodian (if appointed) are normally open for the respective business.
RBA	Raiffeisenbank Austria d.d. Magazinska cesta 69 10000 Zagreb Croatia Phone: +385 1 4566 466 072 62 62 62 E-mail: info@rba.hr Internet: www.rba.hr **Swift**: RZBHHR2X **IBAN**: HR0624840081000000013 **MBS**: 080002366 **PIN ("OIB")**: 53056966535

	RBA holds a license for the performance of the following investment services and activities: a) reception and transmission of orders in relation to one or more financial instruments b) execution of orders on behalf of clients, c) dealing on own account, d) investment advice, e) underwriting of financial instruments and/or placing of financial instruments on a firm commitment basis, f) placing of financial instruments without a firm commitment basis, and g) ancillary services of safekeeping and administration of financial instruments for the account of clients, including custodianship and related services, issued by the Croatian Securities Commission (legal ascendant of the Croatian Financial Services Supervisory Agency having its registered office in Zagreb, Ulica Franje Račkog 6, www.hanfa.hr) and the Croatian National Bank (having its registered office in Zagreb, Trg hrvatskih velikana 3, www.hnb.hr. RBA is a member of the Zagreb Stock Exchange (Zagrebačka burza d.d.). RBA is a member of the Central Depository and Clearing Company (Središnje klirinško depozitarno društvo d.d.). RBA is a member of the Central Counterparty - SKDD-CCP Smart Clear d.d. RBA is a participant in the investor protection scheme.
RH	Republic of Croatia.
Regulatory Technical Standards (RTS) on Settlement Discipline	Commission Delegated Regulation (EU) No 2018/1229 supplementing Regulation (EU) No 909/2014 with regard to regulatory technical standards on settlement discipline, as amended by Commission Delegated Regulation (EU) 2026/1536 amending the regulatory technical standards laid down in Commission Delegated Regulation (EU) 2018/1229 supplementing Regulation (EU) No 909/2014 of the European Parliament and of the Council with regard to regulatory technical standards on settlement discipline.
SKDD	Središnje klirinško depozitarno društvo d.d. (Central Depository and Clearing Company), Zagreb, Heinzelova 62a, local central depository
SKDD-CCP	The central counterparty SKDD-CCP Smart Clear d.d., Zagreb Heinzelova 62a, local counterparty for the clearing of transactions which are eligible for contractual settlement on the Croatian market. Until the Client selects and confirms the account type, RBA clears all Client's transactions through an omnibus account that RBA opened in its own name on behalf of the Clients in SKDD-CCP.
Custody account	One or more Cash accounts and Financial Instruments accounts opened by RBA for the Client.
Custodian	Third party financial institution in which RBA holds a Financial Instrument account and/or Cash Account(s).
SRDII	Shareholder Rights Directive II or Shareholders Rights Directive (EU) 2017/828 which enhances the shareholder position and ensures adoption of decisions on long-term stability of companies with a view to enhancing corporate governance in companies which have their registered office in an EU Member State whose Financial instruments are admitted to trading on regulated markets in the EU. SRDII amends the original Directive 2007/36/EC.

Standard Settlement Instructions (SSI)	The Client's settlement reference data (Standard Settlement Instruction), i.e., the account details of the Client and the Client's custodian, required for the settlement of a trade, in a machine-readable format.
Machine-Readable Format	means a structured electronic record that an IT system can automatically recognize, parse, read process, or exchange without manual data entry (e.g.: XML, CSV, JSON).
Central Depository	The legal entity managing the Financial instruments settlement system (CSD).
Investor Transaction account	Securities transaction account as defined by the SKDD Rules.
Registered Custody Transaction Account	Securities transaction account as defined by the SKDD Rules.
Omnibus Custody Transaction Account	Securities transaction account as defined by the SKDD Rules.
Costs	All forms of liabilities, losses, damages, taxes, expenses, legal fees, fines, any penalties, default interest, and other, of any nature whatsoever, arising from the obligations under the Agreement and the General Terms and Conditions.
Fund unit	Share in collective investment undertakings of company Raiffeisen Kapitalanlage-Gesellschaft m.b.H, via the branch: Raiffeisen Kapitalanlage-Gesellschaft m.b.H., Podružnica Hrvatska, za upravljanje fondovima.
JCD	Joint Client Database is RBA client data recording system.
CMA	Capital Market Act (Official Gazette 65/18, 17/2020, 83/2021, 151/22, 85/24, 126/25 45/26, 123/26), as amended or supplemented from time to time.

III. SERVICE AGREEMENT AND CLIENT IDENTIFICATION

8. The following documentation, depending on client type, is required to contract RBA brokerage and/or custody services:

Legal persons	Croatian residents	Non-residents
1. Registration documents	Decision on registration in the competent register or an extract from the law or a document of the competent authority on registration, and an excerpt from the beneficial owner register.	An excerpt from the competent court register of the country where the head office is registered or any other valid certificate of establishment (the original, not older than 6 weeks, translated by the certified translator into Croatian or English).
	A Notice of Client classification according to the NCA issued by the Central Bureau of Statistics Notice of Client classification according to the NCA 2025 of the Central Bureau of	The latest annual report certified by auditor or tax administration, or a tax payment certificate.

	Statistics. /Certificate of registered ID No. (CBS)	
	"OIB" number	OIB number (required for transactions which are settled in the SKDD system), power of attorney given to RBA to file A request to the Tax Administration for issuance of an OIB.
	Statement on Beneficial Owners – RBA standardized form	
	Questionnaire for Business Entities – RBA standardized form	
	A photocopy of the personal identification documents (personal identification card or passport) of the Authorized Agents and of the Client's legal representatives	
	Decision or another document on appointing a person representing the BE if the legal representative is not shown in the registration decision or excerpt from the relevant registry	
2. Notice on Client classification – RBA standardized form		
3. MIFID II identifier		
4. LEI code		
5. FATCA forms (W-8BEN-E or W-8IMY) if there are any FATCA indications		
Private Individuals	**Croatian residents**	**Non-residents**
1. Registration documents	A photocopy of the identification card/ passport	A photocopy of the identification document (passport, or ID card for foreign nationals who are allowed to cross the Croatian state border by presenting their ID card issued by a foreign authority, or a Residence permit).
	"OIB" number	OIB number (required for transactions which are settled in the SKDD system), power of attorney given to RBA to file A request to the Tax Administration for issuance of an OIB.
	Statement on Tax Residency – RBA standardized form; AML questionnaire, Consent for personal data use	
2. Notice on Client classification – RBA standardized form		
3. A photocopy of the personal identification documents (personal identification card/passport) of the Authorized Agents		
4. FATCA documentation if there are any FATCA indications		

9. RBA collects the registration documents at the time of opening a Cash account

10. Insofar as, when arranging the brokerage and/or custody service, the Client does not have an opened/active Custody account at RBA, then the contractual parties shall enter into a relevant agreement under which RBA shall open for the Client an account for the routing of inflows from the Financial Instruments deposited in the Client's Custody account or from the sale of the Financial Instruments registered with the RBA broker.

11. RBA is not required to perform a suitability test for a Client who contracts only the custody service with RBA.

12. In addition to the above documentation, RBA has the right to request the collection of additional documentation when concluding an agreement as well as to request the renewal of all documentation during the term of the agreement, depending on the current RBA business policy and the relevant legal regulations in force. RBA reserves the right in cases where the Client does not provide the requested documentation, or provides

incomplete documentation or refuses to provide the documentation required for performing due diligence of the Client in accordance with mandatory regulations, to disable the use of funds in the Brokerage cash account.

IV. CLIENT REPRESENTATIONS AND WARRANTIES

13. The Client represents and warrants to RBA as follows:

a) if the Client is a legal entity, that it is duly organized and validly existing under the laws of the country in which the Client is incorporated, and that it operates in accordance with the applicable laws and regulations in force;

b) that the Client is capable of and has the right to conclude the Agreement, as well as perform any and all obligations arising from the Agreement and the General Terms and Conditions;

c) that the performance and fulfilment of the Agreement, and the fulfilment of the obligations arising from the Agreement, do not include or result in any violation of any law, regulation, rule, judgment, order, directive or decree of any legislative authority or of the jurisdiction applicable to the Client, or of any agreement to which the Client is a party;

d) that the Client has obtained all the necessary and legally prescribed permits, consents and permissions required for the conclusion and implementation of the Agreement and that all such permits, consents and permissions are final;

e) that all information provided by the Client to RBA under the Agreement is complete, accurate, true and not misleading and that the address provided in the header of the Agreement is the Client's domicile/habitual residence/seat in accordance with the applicable tax regulations of the Republic of Croatia; and

f) the Financial Instruments, which are held by the Client for safekeeping with RBA, or which the Client has registered with RBA, are freely transferable and the Client is a legitimate holder or is authorized to dispose of those financial instruments in accordance with applicable regulations and the ownership title of those financial instruments is not restricted, conditional, fixed for a specific term or encumbered by any rights or titles for the benefit of third parties. To the extent that there is or subsequently will be a restriction on ownership title or other rights under financial instruments, the Client undertakes to notify RBA immediately and, within the time limit set by RBA, to replace the Financial Instruments with such other instruments where there are no such restrictions or to resolve the situation otherwise as determined by RBA. If the Client does not notify the RBA without delay of the restrictions on the Financial Instruments referred to in this paragraph, RBA will be liable for the Costs caused by such procedures and RBA is authorised to cancel the Order/Instruction if it has not been executed. The restriction of the rights under the Financial Instruments will be considered to exist in the following situations

   i. if the call for redemption of Financial Instrument was received before the instrument was placed for safekeeping or registered with RBA;
   ii. if there are obvious or actual circumstances that may dispute the Client's or Client's clients' ownership right on the Financial Instruments, exist;
   iii. if there is an encumbrance on the Financial Instruments, which means that the Financial instruments are not freely transferable or deliverable without such encumbrance in any relevant market;
   iv. if the safekeeping of such Financial Instrument would constitute violation of relevant laws and/or regulations;
   v. if the certificates representing such Financial Instruments are not authentic or not in good condition;
   vi. where there is any other circumstance on the basis of which RBA may reasonably conclude that such Financial Instruments have not been duly delivered or are not suitable for such delivery.

14. The Client undertakes to:
    a) immediately upon request make available to RBA satisfactory evidence of compliance with the representations and warranties set out in the preceding paragraph;
    b) during the whole term of this Agreement, make available to RBA documents upon RBA's request, where such documents may be required by RBA for the purpose of fulfilling the obligations under the Agreement and the General Terms and Conditions or if RBA has a duty to collect such documents in keeping with laws and subordinate legal regulations;
    c) notify RBA in writing of any changes of personal data as well as the data of Authorized Agents specified in the Agreement. If the Client fails to deliver such notification to RBA, RBA shall not be responsible or liable for any loss or damage that may arise if it has acted in accordance with the most recent data available;
    d) inform the Authorized Agents of their rights and obligations under the Agreement with regard to the exercise of the powers granted to them, as well as to supervise the exercise of those powers;
    e) take the necessary precautions to avoid misuse or error when exchanging information and data with RBA regardless of communication channels;
    f) take due account of the acquisition and release of the Financial instruments and of the relevant reporting to the issuer, relevant tax authorities, supervisory bodies, organized markets or third parties;
    g) notify RBA without delay if the Client has not received any reports in connection to the service under the Agreement within the agreed period, in keeping with section V. Communication and reporting;
    h) act responsibly and bear any damages that may arise from the execution of the Instruction /Order as a result of the loss or theft of the identification device or of the failure to safekeep the personalized security credentials of such device (e.g. PIN, Token, access to electronic mail, etc.)

15. By signing the Agreement, the Client explicitly confirms that the Client acknowledges and accepts
    a) the risks associated with investing in Financial Instruments and other forms of assets as described in the document «Information for Investors» and that RBA:
        i. has made available to the Client the requested data and information,
        ii. has provided to the Client satisfactory answers to any questions raised, within the scope of legal requirements and RBA's internal acts and regulations
        iii. and that the Client assumes, in full awareness, all the risks in connection with the Assets, and agrees that RBA shall not be held accountable in any way to the Client for any damage that may result from the occurrence of any risk related to the Financial Instruments market;
    b) the process of clearing and settlement of financial instruments at SKDD-CCP and SKDD, and the risks arising from the process described in the document "Information on Transaction Clearing", the SKDD-CCP Rules and the SKDD Rules, which are available at www.skdd.hr and at www.skdd-ccp.hr
    c) that in the case of SKDD's request for registration change or in the case of Agreement cancellation, without prior notice to the Client, RBA is authorized to conduct deregistration of the respective Financial instruments registered with the RBA in the SKDD Registry, under the following conditions: (i) the Client has no open sales orders or (ii) outstanding transactions or (iii) other obligations or claims related to the Financial Instruments that are the subject of deregistration. RBA shall notify the Client of implementing the Financial Instruments deregistration subsequently;
    d) the Client acknowledges and accepts the fact that RBA may record or otherwise register all or specific telephone communications, and that the Client need not be specifically warned, before the specific instance of recording or registering, of the fact that recording or registering takes place, and that RBA may use any such recorded or registered communication as evidence before the court or any other competent authority or for any other purpose in connection with the performance of the rights and obligations under the Agreement and the General Terms and Conditions. RBA will inform the Client before providing investment services and activities related to the receipt, transfer and execution of Orders, that phone calls and communications are recorded. The Client undertakes to obtain all necessary licences and consents for the above recording before placing, modifying or recalling an Order

by telephone as well as to notify thereof the Authorised Agents who are authorised for placing, modifying or recalling an Order. A copy of the recording of the phone calls and communications with the Client, as well as any other contractual documentation of the Client will be available upon the Client's request during a five-year period after the end of the business relationship;

e) that RBA may inform the Client about products, services and relevant market information within the scope of business transactions with Financial Instruments;

f) that RBA may, for the purpose of performing the activities under the Agreement and the General Terms and Conditions (for instance, for the purposes of corporate actions, giving Instructions, etc.), communicate with the Client through other contact details the Client available to RBA from its internal records (JCD), unless the Client requests in writing that a different address be used exclusively for the purposes of the Agreement;

g) that RBA may, at any time, without special consent of the Client, entrust the Custodian with the performance of corporate actions reporting activities and the safekeeping and settlement of transactions with the Financial Instruments that are the subject of national legislation of a third state;

h) that RBA may clear Client's transactions at SKDD-CCP through the Omnibus Account until a different Client Request is received;

i) that the Assets with the Custodian will be kept in omnibus custody accounts held in the name of RBA on behalf of the Client or in the name of and on behalf of the Client or otherwise in accordance with legal regulations and any other conditions under which the contractual relationship is concluded, including the acquisition, on part or all of the Assets, of such rights as prescribed by the legislation of the state in which the Custodian operates;

j) the acceptance of the risk of holding part or all of the Assets in omnibus custody accounts with the Custodian, or in individual accounts where legally required;

k) the risk of holding the Financial instruments and Cash in markets that do not provide sufficient protection and of safekeeping the Assets under such conditions;

l) that RBA reserves the right to correct any posting to the credit or to the debit of the Custody account or any other account of the Client at RBA which was a result of incorrect entry;

m) that, on a justified demand RBA will make a refund without delay the payment received regarding a corporate action because neither the Custodian nor the Central Depository has received such payment (advance payment) or it was paid by mistake of the Custodian or of a third party, thereby initiating the claim against RBA. In the case of non-monetary payment
(e.g. dividend in shares, in a replacement financial instrument, etc.) if the Client is unable to make a refund in the same form, the client agrees to pass on to RBA its equivalent in cash. In these situations, RBA reserves the right to debit the Custody Account or any other RBA account of the Client

n) that the taxation of domestic and foreign income and of capital gains realized by the Client by investing in the Financial instruments is regulated by legal acts in the rea of corporate income tax and income tax and that RBA assumes no obligation to regulate the Client's tax obligation, tax collection or tax refund related to the Client's investments. Any tax issues and concerns requiring professional assistance will be independently resolved by the Client directly with the competent tax authority or by hiring a certified tax advisor;

o) that tax treatment of a Financial instrument or service is handled on a case-by-case basis and that there may be changes in the future. It is also recommended that the Client consults with their tax advisor on the tax consequences that may arise from the acquisition, holding or disposal of the Financial Instruments, taking into account the applicable domestic and foreign tax regulations and applicable international treaties on the avoidance of double taxation;

p) the Client is aware of the obligations under the Agreement and the General Terms and Conditions and accepts to indemnify RBA for any losses, damage, fines and costs (including reasonable attorney representation costs) arising from the provision of the contracted Service and related activities, whether they were incurred by the Client's fault or as a result of the Client's breach of obligations defined in the Agreement and the General Terms and Conditions, unless caused by intentional or gross negligence on the part of RBA;

q) that any communication between the Client and RBA under the Agreement is of informative nature and does not constitute investment/tax advice and/or recommendation.

16. When selecting the Financial Instruments to invest in, the Client is advised to try to align the size, structure, maturity and risk level of the investment with the Client's existing and anticipated future assets, taking into account the Client's investment experience in the same or similar area, as well as to seek advice from a professional or an institution where necessary.

V. COMMUNICATION AND REPORTING

17. RBA will send to the Client notices, reports and statements in the Croatian or English language, at the address set out in the Agreement, or as set out in the last notification received from the Client. When using electronic communication (e-mail), the exchange of e-mails goes through the public telecommunication network which does not guarantee security, timeliness and secrecy in communication and the Client agrees to the risks related to such mode of communication. The Client is responsible for the availability and bears the risk of potential unavailability of the e-mail address which the Client provided to RBA as their contact information. In the event of unavailability of the registered e-mail address of the Client, delivery will be deemed executed as on the day of sending the e-mail to the registered e-mail address, irrespective of the fact that the Client has not received the e-mail sent in this manner.

RBA provides the following reports/notices for brokerage service:

- Trade report – on the same Business day following Order execution, or on the same Business day upon receipt of the confirmation of Order execution from a third party, a trade confirmation report shall be delivered to Professional Clients in accordance with Section XXX;
- Order status information – at the Client's request,
- Account balance statement for the Client's Financial Instruments or Cash assets – at least once every three months if RBA holds the Client's Financial Instruments or Cash assets, to the extent that such report has not been provided within the scope of another periodic report,
- Corporate action notification (exclusively for the Financial Instruments kept in the Investor Transaction Account)
- Notification of fees
- Notification of incentive payments received by RBA in connection with the services it renders to the Client,
- EX post notification of costs and fees - at least once a year
- Agreement on order, request and confirmation of order receipt – when buying (issuing) or selling (buy-back) of a Fund units by RBA

RBA provides the following reports/notices for custody service:

- Custody Account Statement - within 5 Business days following the end of the calendar month; as well as additional reporting for Professional Clients upon each change in the Custody Account balance;
- Statement of transactions – on the same Business days after executing the placed Instructions, if the transactions have an impact on the balance of the Financial instruments in the Client's Custody account, and within 5 Business days after the end of the calendar month for the relevant reporting month,
- Income collection notification – no later than on the next Business day upon receipt and allocation of income,

- Corporate action notification - within the term which is customary in accordance with good business practice,
- Notification of fees - within 5 Business days after the end of the calendar month,
- Ex-post notification of costs and fees - at least once a year.

18. The Client will receive ex-ante notification prior to the signing of the Agreement for the purpose of providing notification of projected costs, fees and related expenses arising from the service provided under the Agreement and from other RBA investment services that the Client may potentially use. In addition, the Client will also be provided with information about costs and Fees related to the Financial Instruments and RBA Investment Services through ex-post reports at regular intervals, and at least once a year. In addition to the aforementioned costs, RBA notes that there may also be additional costs, including taxes or other charges related to the transaction/business with the Financial Instrument that may be incurred by the Client and that are not payable through RBA or are not imposed by RBA, and are therefore not included in the notification of costs.

19. The Client will send Orders, Instructions, notices, directions, complaints and other forms of communication, unless agreed otherwise, in the Croatian or English language and exclusively to the following addresses and contact details:

	Custody service	**Brokerage service**
Address:	*For giving Instructions, modifying and cancelling Instructions*: Raiffeisenbank Austria d.d. Custody and Settlement SR Njemačke 2 i 8 10000 Zagreb F*or giving other notices and information*: Raiffeisenbank Austria d.d. Custody and Depositary Business Magazinska cesta 69 10000 Zagreb	*For giving Orders, modifying and cancelling Orders*: Raiffeisenbank Austria d.d. Brokerage Magazinska cesta 69 10000 Zagreb *For giving other notices and directions*: Raiffeisenbank Austria d.d. Securities Trading Transactions SR Njemačke 2 i 8 10000 Zagreb
Phone	*For inquiries related to contractual relationship*: +385 1 6174 327 +385 1 6174 350 *For other inquiries*: +385 1 6174 063 +385 1 6174 038 +385 1 6174 374	*For giving Orders, modifying and cancelling Orders*:* +385 1 4695 082 +385 1 4695 074 +385 1 4695 064 +385 1 4695 066 *For other inquiries*: +385 1 6174 031 +385 1 6174 027 +385 1 6174 176
E-mail	*For providing general information and notification*: custody@rba.hr	*For giving Orders, modifying and cancelling Orders*:* brokeri@rba.hr *For other notifications and directions*:

	For Instructions, modifying and cancelling Instructions: custody.instrukcije@rba.hr *For delivery of other notifications and directions*: custody.bo@rba.hr *For submitting complaints*: custody-investigations@rba.hr	brokeribackoffice@rba.hr
SWIFT:	RZBHHR2X	RZBHHR2X

* if so agreed, also personally, by visiting RBA.

VI. FEES, COSTS AND OTHER CLAIMS

Fee calculation

20. RBA calculates and charges Fees for the extended services, as well as for all related costs. Information on the service price is provided in the Fees. At the Client's written request, RBA will provide the Client with an itemized statement of costs. The Client receives such information at least once a year through the Ex-post notification of costs and fees.

21. By placing an Instruction/Order/other direction, the Client agrees that the Order Book, or other business records of RBA as well as any other records on permanent media available to RBA, shall serve as proof of the amount and maturity of any claim under the Agreement.

22. If the Client defaults on payment of the charged Fees and other Costs at maturity as specified on the issued invoice, the Client explicitly and irrevocably authorizes RBA to collect, without seeking the Client's further consent or approval, any outstanding fees either against the inflows into the Brokerage cash account, Custody cash account, or by debiting the Client's Cash account held with RBA by applying the applicable rate of exchange quoted by RBA (depending on the amount and original currency) on the value date if the account is debited in the currency other than the currency of the fee.
    The income collection fee calculated in a currency other than the currency of the income, in the event that it is charged immediately from the realized income, is calculated by applying the middle exchange rate of RBA valid on the day of collection. Other fees charged from the account in a currency other than the currency of the claims for Fees are charged by debiting the account using RBA's buy/sell exchange rate on the date of charge.

23. All Fees and Costs that RBA did not charge at the time of executing the transaction must be paid by the Client on or before the date shown in the delivered invoice, which is seven (7) days from the calculation date. For late payment, RBA has the right to charge default interest starting from the due date of the charge up to, but excluding, the payment date of the Fee charged.
    For any outstanding claims from the Client - legal entity, which are unpaid by the 25th of the month inclusive, RBA sends a payment reminder letter and charges the cost of the reminder.

Brokerage fee

24. The brokerage fee is expressed in gross amount, inclusive of the costs of the Stock Exchange, SKDD and SKDD-CCP for domestic Financial Instruments in the local Central Depository and Central Counterparty in accordance

with the defined Fees, unless agreed otherwise. If RBA provides the Client with a clearing service on the Individual Account opened by RBA at SKDD-CCP in its own name on behalf of the Client, then the SKDD-CCP fee is not calculated within the brokerage fee. In respect of all the other Financial Instruments, Fees include, in addition to the Stock Exchange fee, also the cost of the broker to which the Order is passed on for execution and the transaction cost of the custody service for settlement in the Custody account at RBA. The amount of fees is stated in the documentation provided to the Client prior to the conclusion of the transaction. In addition to the aforementioned costs, there may be other additional costs caused by the specific features of each market, which is not provided for in RBA Fees. RBA will charge and submit to the Client separate statement of the specific costs. For example: taxes or charges in respect of ownership depending on the legislation of the state of the market in which the Client invests or, when trading in Fund units, an additional cost may include the fee of the Management Company, etc.

25. RBA charges fees as follows:
    - for a Sell Order, RBA reduces the amount payable to the Client for the fee amount;
    - for a Buy Order, the Client is required to increase the Financial Instrument purchase deposit amount for the fee amount.

26. Clearing costs at SKDD-CCP and settlement costs at SKDD are calculated and charged by RBA in accordance with the Fees.

27. If the Client who has agreed with RBA on the performance of activities in the manner described in article 97 of these General Terms, fails to make payment of Cash or deliver Financial Instruments by the delivery due date, RBA has the right to calculate and charge the fee for late delivery on the transaction amount specified in the statement of purchase or sale (in the case of trading in foreign markets, the amount to be converted in EUR on the transactions execution date), calculate and charge a fee for delayed delivery, and demand compensation for any damages resulting from the Client's default on execution of the delivery/payment.

Custody fee

28. The custody fee is provided for as an integral part of the Agreement. Unless otherwise agreed, RBA calculates and charges the following fees:
    - safekeeping fee (custody fee),
    - transaction services fee,
    - income collection fee,
    - ad-hoc report fee,
    - general assembly representation fee (corporate actions),
    - reminder letter cost,
    - other Fees and Costs incurred in the performance of the Financial Instruments custody services.

29. RBA calculates and charges the Assets custody fee based on the average value of Assets in the Custody account. The daily value of Financial Instruments and Cash denominated in foreign currency and indexed to foreign currency is calculated by applying the CNB middle exchange rate. The daily value of the Assets is calculated as the sum of the balances of Cash assets in the Client's Custody account and the value of Financial Instruments in the Client's Custody account, by applying the following rules:

    - for debt Financial instruments traded in the Republic of Croatia, the average trading price weighted by traded quantity volume is applied;
    - for Financial instruments traded abroad as well as for equity Financial Instruments traded in the Republic of Croatia, the last trading price from an appropriate source (ZSE, Bloomberg) will be applied;

- for short-term debt Financial instruments of issuers from the Republic of Croatia, and for other debt Financial instruments for which the market value is below the nominal value, the nominal value is applied;
- in the event that there was no trading for the calculation on a particular day, the last available price of the same type is applied for the calculation;
- in the event that the last price is not available at all (for example, the Financial instrument has never been traded on a stock exchange), the nominal value is used for valuation;
- the daily value of the Financial instruments and Cash denominated in foreign currency and indexed to foreign currency is calculated by applying the CNB middle exchange rate.

Where the Custodian uses a price higher than that used by RBA for the purpose of Financial instrument valuation, in keeping with the rules set out above, RBA is entitled to use the price used by the Guardian in order to cover its actual costs.
RBA has the right to pass a decision that the balance of Cash assets in the Client's Custody account is not included in the basis for the calculation of the Assets custody fee.

30. Custody fees are charged on a monthly basis, unless otherwise defined in the Agreement.

31. The Client is notified of the changes to the Fees through notification provided on RBA website www.rba.hr fifteen (15) days before the entry into force of the new Fees. The exception is the change that results from the change of segment for the Client private individual, where the change takes effect as of the first day of the following month and the notification of such change is sent to the Client upon the occurrence of the event to the agreed communication channel.

32. If the Client requests the delivery of the total Assets held in the Custody account, RBA has the right to calculate the fee based on preliminary reconciliation and charge it against the Assets in the Custody account or in other Client's Cash accounts at RBA. If the Client has no assets in the accounts, RBA shall have the right to demand earlier payment of the fees before total Assets are delivered from the Custody account. The client will receive the invoice in the regular cycle, and any excess amount of the payment will be refunded to the Cash account.

33. In the case of default on the payment of RBA claims for custody services, RBA will warn the Client about the amount of outstanding debt due through the agreed communication channel. The reminder will be sent by the RBA to the last known contact details of the Client, and in the case of postal delivery, then by registered post with requested receipt return. Within seven (7) days from the date of sending the Reminder letter, RBA has the right to cancel the Agreement and initiate the sale of financial instruments, whereby foreign Financial Instruments will be sold in whole, and the Financial Instruments registered at SKDD will be sold in a quantity that is necessary for the payment of the outstanding debt. RBA will sell the Financial Instruments at the price that can be achieved at the time of sale through RBA broker or other broker selected by RBA.
Upon cancellation of the Agreement and payment of the claims, RBA will transfer any remaining amount of the Cash to the Client's Cash Account and deliver the remaining Financial Instruments to the Client's Basic Account, which RBA will open at SKDD unless cash account has not already been opened.

VII. COMPLAINTS

34. Any complaints regarding the performance of the brokerage and custody services by RBA shall be submitted by the Client to RBA in writing to the address referred to in section V. Communication and Reporting.

35. The Client is obliged to submit complaints regarding the calculation of fees or the transaction for executed brokerage services in writing no later than within 7 working days from the date of delivery of the Fee calculation

in accordance with the contracted channel, i.e. the completed transaction as described in the previous paragraph. Otherwise, the Client shall be deemed to have accepted all the terms of the concluded transaction as stated in the calculation of fee.

36. Any complaints in respect of the custody service shall be submitted, in accordance with paragraph 34, by the Client to RBA in writing within seven (7) working days of the service performed, report or invoice sent using the agreed channel. Unless RBA receives the Client's complaint in respect of the provided service within the specified time period, the Client shall be deemed to have no complaints regarding the executive service, report or invoice.

37. RBA will reply to the received complaint in writing within seven (7) Business days of the receipt of the complaint.

38. In the event that the Client is not satisfied with the resolution of the complaint, and believes that another contact with the RBA will not contribute to the solution of the situation, the complaint can be filed with the competent institutions (for example: consumers can send an application for mediation to the Mediation Center at the Croatian Chamber of Commerce).

VIII. DATA CONFIDENTIALITY

39. RBA will protect and keep confidential all data and value judgments which it learns in the course of the business cooperation with the Client. Data which are considered a banking secret may be communicated to third parties only if expressly approved by the Client, and, without the Client's specific approval exclusively to persons in respect of which there is no legal obligation of banking secrecy, as and when all the legal preconditions are fulfilled.

40. Having regard to the exercising of specific shareholder rights included under the SRDII Directive, as well as the Companies Act, after receiving the issuer's request for shareholder identity information, RBA shall forward such information in the manner as requested, without obtaining any further consent of the Client. In keeping with the business practice, RBA may receive such request also from third parties, in the name and for the purpose of the issuer. In response to every suchreceived request referencing the exercise of certain rights, RBA will act in good faith and notify the Client thereof.

41. If the Client does not agree to the disclosure of their personal data for the purpose of obtaining more favorable tax treatment, the Client may issue a separate written and signed statement to that effect and acknowledge being aware that this constitutes an acceptance of a higher tax rate on dividend/interest than the rate prescribed by the Double Taxation Treaty or any other regulation, and that RBA is entitled to charge any actual cost, loss or damage incurred by RBA in such a case, in accordance with the provisions of the Agreement and the General Terms and Conditions.

42. RBA collects and processes the Client's personal data in keeping with the prevailing applicable regulations governing personal data protection. Information on RBA rights and obligations pertaining to personal data collection and processing, the purposes and legal grounds for processing, and information on the rights and obligations of the Client and other persons whose personal data are processed, on the security and protection of the personal data processed, as well as any other information that RBA as the controller is obliged to provide to the Client, are available in the Rules of Personal Data Treatment of Raiffeisenbank Austria d.d., which are available at www.rba.hr and at RBA branches.
    In keeping with RBA's legal obligations relating to risk management, RBA will forward the information to international members of Raiffeisen Group for the purpose of creating a common client database. RBA will request all persons to whom confidential information is communicated by RBA in accordance with the above provisions, to comply with the applicable legal obligations related to banking secrecy and personal data

protection, and to refrain from disclosing any such information to third parties except in the cases where required by law.

IX. EXCLUSION OF LIABILITY, RIGHTS AND OBLIGATIONS OF RBA

43. RBA represents and warrants that at the date of entering into the Agreement:
    a) RBA has full legal and business capacity to enter into and execute the Agreement;
    b) RBA is duly established and registered, and operates in accordance with applicable regulations;
    c) RBA has adequate staffing, technical and all other resources in place for the performance of duties set out in the Agreement.

44. RBA performs the activities that are specified in the Agreement and in the individual Orders/Instructions, in its own name, and for the Client's account. When fulfilling the obligations undertaken by accepting the Orders/Instructions, RBA takes into account the Client's interests and acts with due skill, care and diligence and takes appropriate measures to prevent unauthorised use of the Client's Financial Instruments through the established systems, operating procedures and controls.

45. RBA can entrust the Custodian with the performance of tasks undertaken by accepting the Client's Instruction with respect to the foreign Financial Instruments. When selecting a Custodian, RBA applies due skill, care and diligence and takes into account the expertise and the market reputation of such Custodian, the legally prescribed conditions and market practices pertaining to the safekeeping of Financial Instruments that may affect the Client's rights and reviews the selection of the Custodian at least once a year.

46. In the performance of its obligations, RBA is liable:
    a) for any faults of its staff. In that event, if the Client contributes by its own fault to the occurrence of damage, the principles of shared responsibility will apply, and the extent to which RBA bears the damages will be determined;
    b) for the performance of only such duties as set out in the Agreement or specified in the Instructions /Orders given in accordance with the Agreement and the General Terms and conditions. In performing these duties RBA acts in good faith and in the Client's best interest, by applying due skill, care and diligence, in compliance with the provisions of the Capital Market Act and the relevant regulations which are based on the Act;
    c) for keeping the Client's Custody Account in RBA records in such a way that it is clearly evident that the Financial instruments and Cash are not the property of RBA and RBA will not use the right of set-off and/or pledge with respect to the claims of any party except to the extent of the amount of the costs of management, administration and safekeeping of Financial Instruments and/or the extent of the Client's default under the Agreement and the General Terms and Conditions (ius retentionis);
    d) to the Client for the selection and actions of the Custodian in the case of gross negligence or misconduct of the appointed Custodian, in the case of non-compliance with the provisions of the agreement between RBA and the Custodian which had an adverse effect on the Client, and in the case the Client's Assets are used without the Client's Instruction, except in the cases defined in the Agreement and the General Terms and Conditions;

    e) if the Custodian exercises the right of set-off and/or pledge on the Client's Financial instruments and Cash assets kept in the account which RBA opened on behalf of the Client under the terms and conditions set out in article 141.d. as a result of RBA's failure to perform its obligation towards the Custodian under their mutual agreement, RBA will be obliged to compensate the Client for the loss,

except in the case RBA is unable to perform its obligation to the Custodian because the Client failed to perform their obligation to RBA under the the Agreement and the General Terms and Conditions.

47. RBA is not liable:
    a) for security, confidentiality, any misuse or errors in electronic data transmission unless RBA has been proven to have acted with gross negligence and willful misconduct;
    b) for any damage or loss arising from theft of the Client's identity in the transmission of an electronic or written message;
    c) for any damage or consequence in the case the Client fails to notify RBA without delay of the change in their personal or contact information, the contact information of the Authorised agent/s and changes in other data that may affect the performance of RBA's obligations under the Agreement and the General Terms and Conditions;
    d) for any damage or consequence in the event that the Client fails to submit to RBA a request to clear its transactions in SKDD-CCP;
    e) RBA does not guarantee that its counterparty to a transaction to buy or the sell the Financial Instrument will fulfill its obligation;
    f) RBA does not guarantee that a received Order and/or Instruction will actually be cleared, settled and executed;
    g) for any damage or consequence if there is a violation of clearing and settlement, which may occur if RBA fulfils its obligations therefrom;
    h) for damages arising to the Client due to the action and/or omission on the part of SKDD and/or SKDD-CCP, which are beyond the control of the RBA, which may result in bankruptcy, insolvency or inability to perform any obligation by the RBA;
    i) for the damage arising to the Client as a result of the Custodian's actions and/or omissions, which are beyond RBA's control, which may result in bankruptcy, insolvency or inability to perform any obligation on the part of the Custodian;
    j) for the selection of third parties to which the Custodian can delegate safekeeping activities or other related activities in respect of the Agreement. RBA shall, therefore, not be responsible for the insolvency of the third party to which the Custodian has delegated those activities. In the event of loss of the Financial instruments kept in custody RBA is liable in accordance with the provisions of the regulations defining the protection of the Client's assets. RBA will notify HANFA without delay whenever RBA becomes aware of any occurrence of the circumstances referred to in this paragraph, and give notification as to whether it intends to compensate the Client for the loss in full, in part or it does not intend at all to compensate for the loss resulting from the occurrence of such circumstances, and as to the amounts and value of the Client's Assets in the respective case;
    k) if, despite applying due diligence in order for the Client's Assets to be kept with the Custodian in the manner stipulated in the Agreement, it fails to achieve the specified degree of protection due to the legal conditions and market practices;
    l) for a delay of the term for execution or non-execution of the Order/ Instructions where RBA is obliged to apply mandatory regulation, and the Client, having accepted these General Terms and Conditions, acknowledges that RBA has undertaken, when transacting with parties from the USA and/or when executing payment orders in USD, to apply special US Regulations related to anti-money laundering and counter-terrorist financing (OFAC5) and RBA is also obliged to apply the regulations relating to the UK sanctions adopted in accordance with the Sanctions and Anti-money Laundering Act 2018 by OFSI (Office of Financial Sanction Implementation) as well as regulations on international restrictive measures and embargo measures to the extent that they do not conflict with the mandatory regulations of the Republic of Croatia;
    m) if the Client fails to provide the information required for client due diligence purposes or any other data in accordance with anti-money laundering and counter-terrorist financing regulations;

n) for any costs, fees, cash penalties for failed or delayed settlement, or other consequences arising from inaccurate, incomplete, outdated, or untimely submitted data, Allocations, Trade Confirmations, SSIs, or other information that the Client is obliged to provide in accordance with Section XXX.

48. The liability of RBA and of the Custodian is excluded where they are unable to perform activities under the Agreement and General Terms and Conditions in case of objective disruptions which may occur during the provision of the services. Disruptions in the provision of the services are any events which render the provision of services under the Agreement difficult or impossible, such as:
    a) failure to place in due time the Instruction/Order/other direction by the Client, or the provision of incomplete or incorrect Instruction/ Order/other direction, which may result in a delay or inability to fulfil RBA's obligations as defined under the Agreement and the General Terms and Conditions;
    b) failure or malfunctioning of the systems of the Central Depository, Central Counterparty, clearing systems of the National Clearing System, Croatian Large Value Payments System, SWIFT system, telecommunication systems, etc.;
    c) negligence, intentional mismanagement, misconduct, omission, insolvency, or bankruptcy of any Central Depository, Central Counterparty, or financial institution managing the central system of transactions in Financial Instruments, which are beyond the control of RBA and of the Custodian;
    d) Stock Exchange control limitations, civil or armed conflict, blockades, mechanical failure, breakdown of computer system or equipment, malfunctioning of communication media, disruptions of postal service and electric power supply, or force majeure, or any other circumstances beyond the control of RBA and of the Custodian.

49. RBA and the Custodian:
    a) Shall not guarantee and shall not undertake any liability for the execution of Instructions if circumstances arise that are beyond the control of RBA and the Custodian, such as but not exclusively, suspension of settlement, suspension of trading, reversal of transaction, default by the counterparty and other;
    b) Shall not be liable for the rights and obligations arising from ownership of the Financial instruments;
    c) Shall not provide, nor will they be responsible for the provision of, notifications to the issuer and the competent supervisory body, on the acquisition and release of Financial instruments for the account of the Client, over and below the legally defined thresholds;
    d) Shall not provide to the Client any legal advice or services, or any tax advice;
    e) Shall not provide to the Client any investment advice;
    f) Shall not be liable to the Client for any information or statement given;
    g) Shall not be liable to the Client for any consequences of the Client's investments;
    h) Shall not use, without the Client's prior explicit written consent, the Client's Financial instruments, kept in the Custody Account, for their own account or for the account of other clients, and shall not enter into agreements on securities financing transactions for the Client's Financial instruments (e.g. Repo, securities lending, etc.).

50. If RBA is compensated in whole or in part for the damage caused to the Client by the Custodian and/or third party, RBA shall pass on such compensation to the Client. If for whatsoever reason RBA is unable to compensate the Client for the damage caused to the Client by the Custodian and/or third party, the provisions of the national legislation and/or third country market practices governing the Custodian, third party or the Financial instrument which is the subject of such dispute shall apply.

51. In the case and to the extent permissible by the third country's law or regulation and upon the Client's request, the Client shall be subrogated to the rights of RBA with respect to any claim for any loss, damage or claim suffered by the Client or by the Client's client from the Custodian and to pursue any such claim against the Custodian. Notwithstanding any other provision of the General Terms and the Agreement, in no event is RBA

obliged to bring an action against the Custodian or the third party or to allow the action to be brought on behalf of RBA.

X. INSOLVENCY, RESOLUTION, WINDING UP AND OTHER MEASURES AGAINST PARTICIPANTS IN CLEARING AND/OR SETTLEMENT SYSTEM

52. Opening insolvency, resolution or winding-up proceedings, as well as taking other legal action against parties in the clearing and/or settlement system or against other legal entities where the consequences of such proceedings or measures are the suspension or default by such participants or other legal entities or the limitation of their ability to freely dispose of assets, including temporary prohibitions under the laws governing the establishment and operation of credit institutions applicable when opening insolvency proceedings against a credit institution, such proceedings or measures shall not have legal effects on the funds held in the special dedicated cash accounts opened with the payment system operator, even if such proceedings or winding-up have been initiated or even if other legal measures have been taken before the settlement of the transaction is carried out

53. Opening insolvency, resolution or winding-up proceedings against the entities referred to in the preceding paragraph, as well as taking other legal measures, where the consequences of such proceedings or measures are the suspension or default by the participants or the limitation of their ability to freely dispose of assets, including temporary prohibitions under the laws governing the establishment and operation of credit institutions applicable when opening insolvency proceedings against a credit institution, have no legal effects on the taker of financial collateral within the meaning of the special law governing financial collateral, in relation to the financial collateral which has been transferred by clearing and/or settlement participants or other legal entities to another participant or clearing system operator (financial collateral taker) or over which a special security interest (lien) is established in favor of another participant or clearing system operator within the meaning of a special law governing financial collateral, under the conditions laid down in the rules of the clearing system operator.

54. The opening of insolvency proceedings does not affect qualifying financial contracts that are cleared through the Central counterparty if the contracting parties have agreed to the netting, and compensation for default may be claimed in accordance with the content of the contract. If, after the netting of the mutual claim, the obligation of the insolvency debtor remains, the creditor may realize such claim in insolvency proceedings as the insolvency creditor. Qualifying financial contracts are qualifying financial contracts as defined by the provisions of the law governing insolvency proceedings, where one of the contracting parties is the Central counterparty, provided that the order is entered into the clearing system before the commencement of insolvency, resolution or winding-up proceedings. The protection does not apply to orders that have been accepted into the clearing system but are subsequently cancelled in accordance with the rules of the clearing system.

55. The financial collateral provided in connection with the participation in the financial instrument clearing or settlement system and provided to the system operator or the participant in the system is excluded from the insolvency estate:
    1. of the participant which provided the financial collateral, or
    2. of the participant which has concluded an interoperability agreement with that system within the meaning of a specific law governing the finality of settlement in payment systems and financial instrument settlement systems and which provided the financial collateral, or
    3. of the operator of the system, other than the participant, with which that system has concluded interoperability agreements within the meaning of a specific law governing the finality of settlement in payment systems and financial instrument settlement systems, or

4. of any other person which has provided financial collateral in the case of the opening of insolvency proceedings against any of those entities.

56. The opening of insolvency proceedings against a participant in a financial instrument clearing or settlement system does not prevent the use of:
    1. Cash and financial instruments, deposited and registered in collateral accounts within the meaning of the law governing financial collateral that is not encumbered by real rights in favor of third parties
    2. financial instruments in collateral accounts within the meaning of the law governing an insolvent entity's financial collateral which is recorded as financial collateral for a loan, within the meaning of a special law governing the finality of settlement in payment systems and financial instrument settlement systems, which have provided to the financial instruments settlement system if such loan, in accordance with the terms of the loan agreement, can be disbursed for the purposes of fulfilling the insolvent entity's obligations arising from the settlement order entered into the system no later than the system working day that began on the date on which the insolvency proceedings are opened (the system working day is the execution cycle of the order defined in
    the operating rules of the financial instrument settlement system, in the course of which cycle the clearing and settlement are carried out, as well as other related actions, and such day may end on the next calendar day).

57. The financial instruments and cash funds of the participants in the clearing system referred to in the preceding paragraphs, as well as the financial instruments and Cash of the clients of the clearing system participants, over which financial collateral security right is established in favor of the clearing system operator within the meaning of the law governing financial collateral, are not part of the assets or of the insolvency or liquidation estate of the clearing system operator, nor can they be subject to enforcement against the clearing system operator; unless a financial collateral contract transfers the financial collateral within the meaning of a specific law governing financial collateral, to the clearing system operator.

58. The cash in the account of the operator of the financial instrument clearing system opened in the payment system with the Croatian National Bank, on which the special security interest (lien) is created, within the meaning of the special law governing financial collateral, may not be subject to enforcement against the clearing system operator. In the event that a clearing system participant is subject to bankruptcy proceedings or other insolvency proceedings, the insolvency administrator of the clearing system participant is not authorised to contest or dispute the proceedings for the transfer of assets and positions of clients of clearing members held by a clearing member against which bankruptcy proceedings or other insolvency proceedings have been initiated.

59. Cash and/or financial instruments recorded in collateral accounts for RBA clients, Collateral accounts for the RBA's separate clients (regardless of whether the holder of the collateral is the RBA or the Client), Basic account at SKDD, Investor Transaction account are not part of the liquidation or bankruptcy estate of RBA, of SKDD-CCP or if SKDD, nor can they be subject to enforcement in respect of the claims against RBA, regardless of whether the collateral holder is RBA or the Client.

60. The fulfilment of obligations under the financial collateral agreement, including the early termination or the calculation of obligations, will be carried out in accordance with the relevant agreement regardless of the fact that insolvency proceedings have been opened or winding-up proceedings have been initiated or reorganisation measures have been initiated against the financial collateral provider or taker.

61. In the case of opening insolvency proceedings against a participant in the system or in any other interoperable system or against an interoperable system operator other that a participant, transfer and calculation orders shall be valid and binding on third parties if the transfer orders are accepted in the system in accordance with the system operating rules prior to the time of opening of the insolvency proceedings.

62. In the event of the opening of insolvency proceedings against a participant or operator of another interoperable system, the available cash or Financial instruments in that participant's settlement account can be used to fulfil their obligations in the system or in other interoperable system on the business day on which the proceedings are initiated.

63. The rights of the system operator or of a participant to the collateral they have obtained in connection with the operation of the system or other interoperable system, and the rights of the Croatian National Bank to the collateral it has obtained, are not affected by the insolvency proceedings: a) against the participant (in the system or other interoperable system), b) against the interoperable system operator other than a participant, c) against the counterparty of the Croatian National Bank or d) against any third party which provided the collateral. Such collateral may be used for the purpose of exercising those rights.

XI. TERMINATION OF AGREEMENT

64. The Agreement shall end:
    a) by mutual termination by both parties;
    b) by unilateral cancellation by the Client;
    c) by unilateral cancellation by RBA;
    d) pursuant to the decision of the court, competent regulatory authority, legal and other regulations.

65. Both the Client and RBA may cancel the Agreement at any time, in keeping with the provisions of these General Terms and Condition, by giving a thirty (30)-day notice. The notice period shall start from the date of giving the Termination notice sent by registered mail to the Client's address specified in the Agreement, or to RBA's address stated in the section V. Communication and Reporting.

66. RBA may cancel the Agreement unilaterally, without notice in the following cases:
    a) if the Client does not comply with applicable regulations and provisions of the Agreement and the General Terms and Conditions;
    b) if the Client has been inactive in the brokerage and/or custody business for a period longer than one year;
    c) if the Client fails to provide the requested information and documentation required to determine their tax residency status, and statements, approvals, and other documents in keeping with the FATCA and CRS regulations;
    d) if the regulator revokes the license from the Client;
    e) if due to any legislative action or changes in any laws or regulations or in their interpretation, or upon occurrence of any other situation beyond the Client's control, the performance of the obligations under the Agreement and the General Terms and Conditions should become unlawful, inapplicable or prevent the Client and/or RBA from performing the obligations under the Agreement;
    f) if the continuation of the Contractual relationship would become disadvantageous to RBA, and especially if RBA suspects market manipulation by the Client within the meaning of the CMA;
    g) if RBA suspects the Client's actions are contrary to the mandatory regulations of the Republic of Croatia or the morality of the society, or if the Client's business operation damages RBA's reputation;
    h) if RBA identifies or suspects any violation of the Anti-Money Laundering and Terrorist Financing Act and the related implementing regulations;
    i) if the Client, upon request of RBA, fails to provide documentation required for the purpose of regulating all obligations pursuant to the Anti-Money Laundering and Terrorist Financing Act and the documentation required for the purpose of conducting due diligence of the client in accordance with relevant mandatory regulations of if the Client provides incomplete documentation.

67. The termination of the Agreement shall have no impact on the mutual rights and obligations of the Client and RBA arising from their business transactions prior to the expiry of the notice period.

68. In the event of termination of the Agreement, RBA will declare any amounts owed to RBA under the Agreement prematurely due and payable and charge them by debiting the Custody Cash account, Brokerage Cash account or any other Client's account held with RBA.

69. RBA shall not comply with the Client's request to terminate the Agreement until any and all amounts payable under the contractual relationship are paid by the Client in whole.

70. When the Agreement is terminated, the Client shall is obliged to place Instructions/Orders for delivery of Financial Instruments, however, RBA shall act on the Instructions/Orders only when all amounts payable under the contractual relationship are paid in whole. In this respect RBA shall not be liable for any damage caused by the failure to deliver the Financial Instruments, or failure to pay Cash. If the Client has an open Investor Transaction Account with RBA, upon termination of the Agreement and upon delivery of the Financial Instruments, RBA will close the Client's account.

71. The ultimate deadline for the Client to notify RBA about a new Custodian or about another method of delivering the Financial Instruments and Cash assets back to the Client is no later than fifteen (15) Business days from the date of termination of the Agreement. Upon expiry of this period, RBA will make the respective Financial Instruments and Cash assets available to the Client in an account held at SKDD, or in the Client's Cash account. If none of the previously described methods of returning the respective Financial Instruments and Cash are possible, RBA will continue to keep them in the Custody account without being liable in whatsoever manner in respect of these Financial Instruments and Cash assets.

72. Upon the termination of the Agreement, RBA will take any further actions as may be necessary to terminate the arrangements made under the Agreement between the Client and RBA.

73. In case of death of the Client who is a private individual, RBA shall, upon receipt of notice of their death, immediately suspend operations on the Custody and/or Brokerage account, and upon receipt of the final certificate of succession, it shall transfer any remaining balance of the Assets to any account designated by the heirs and close the existing custody account. In cases where the Bank is unable to act based on the final inheritance decision due to the quantity of Financial instruments (e.g., dividing an odd number of shares among an even number of heirs who are to inherit equal parts), the Bank will notify the heirs of this inability. Any further action by the Bank concerning the inheritance decision depends on the activities undertaken by the heirs. If there is any balance to the debit of the Custody/Brokerage account, the heirs as per the final certificate of succession shall be obliged to settle any such amount, in compliance with the compulsory rules of succession. In case of death of the Client who is a private individual, RBA can, immediately upon receipt of notice, cancel the Agreement unilaterally without any notice period and close the Custody account provided that there are no positions in the respective account (no Financial Instruments or monetary assets) and the Client has no outstanding due amounts related to the Custody account towards RBA.

CHAPTER B. BROKERAGE SERVICES

XII. BROKERAGE

74. In keeping with the legal regulations, when executing brokerage deals RBA performs the following services:
    a) receives and transfers Orders for buying or selling one or more Financial Instruments;
    b) accepts and executes the Client's Orders in keeping with the provisions of the Agreement and General Terms and Conditions;
    c) safekeeping and administration of Frinancial Instruments in the Investor Transaction Account in accordance with the SKDD Rules;
    d) notifies the Client without any delay of any deal made pursuant to its Order through the contact address given in the Agreement; and
    e) executes any other tasks in keeping with the provisions of the respective Agreement, the CMA and the by-laws adopted pursuant to the Act.

75. In the course of the performance of the Agreement, the Client undertakes to register with RBA such Financial Instruments which are freely transferable, the Client being the sole owner or authorized to manage such Financial instruments pursuant to the prevailing regulations, and the ownership title on such Financial Instruments not being restricted, conditioned, limited in durration or encumbered by any titles or charges in favour of third parties. The Client can hold registered Financial Instruments with RBA only in one of the accounts: either on the Basic Account at SKDD or in an Investor Transaction Account. Upon the Client's written request, RBA opens an Investor Transaction Account in its own name on behalf of the Client. The Client can hold several Investor Transaction Accounts with RBA.

76. The Client undertakes to pay as a minimum the purchase price from the Order plus the amount of commissions and fees in accordance with the Fees (advance on funds) to the Brokerage Cash account as part of the implementation of the Agreement for the purchase of Financial Instruments.

77. In case the Client acts contrary to the provisions stipulated in the previous two articles, the Client shall be accountable to RBA for the resulting damage, whereby the Client shall be deemed as not complying with the contractual obligations, based on which grounds RBA has the right to unilaterally terminate the Agreement in keeping with provisions of these General Terms and Conditions.

78. The client undertakes to inform RBA about the choice of the account for:
    a) Transaction clearing (Individual account or Omnibus account);
    b) Transaction settlement (Basic Account at SKDD or Investor Transaction Account). When opening an Investor Transaction Account, the Client decides whether the payment is to be made from corporate action to the Brokerage Cash Account or to the Client's cash account opened at RBA.

    When selecting an account, the Client should take into account the different structure of the account, the level of protection and the different cost depending on the selected account type. The Client obtains information about the account types and is familiar with the conditions of opening the accounts and the risks of selected accounts.

79. RBA shall request the Client to provide information about the Client's knowledge and experience concerning investment with specific types of requested financial services, in order to be able to carry out an assessment on whether the said Financial Instruments are appropriate for the Client. If the Client fails to provide all requested data, RBA shall not be able to carry out a suitability assessment, which the Client acknowledges and accepts.

80. In the event that in performing the suitability assessment RBA determines that the requested Financial Instrument is not suitable for the Client, RBA shall inform the Client in an appropriate manner, however, if the Client still insists on placing an Order concerning the said Financial Instrument, RBA will accept and execute the said Order, and the Client shall bear all risks in this connection. In that case, the Client explicitly waives the right to seek compensation of damage or any other losses resulting from such Order.

81. The Client herewith explicitly agrees that, in the case where the Order relates to ers to the Units in collective investment undertakings, they shall not perform any activity referred to and known as "Frequent trading", "Market timing" and "Late trading", or any activity which is defined as unlawful in the prospectus or in any other corresponding document on the basis of which Units in collective investment undertakings are issued. Frequent trading (or Excessive trading) refers to transactions concerning Units in collective investment undertakings which appear to follow a time pattern or which are characterised by frequent or large trades.

82. In order for the Client to avoid the activities described in article 76, the Client should retain the Units in collective investment undertakings for at least the period prescribed by the relevant document on the basis of which the Units in collective investment undertakings were issued. If such document does not prescribe the such period, the Client shall hold the units in in collective investment undertakings for at least 90 calendar days. This rule does not apply if the Client's actions do not constitute "Frequent Trading", "Market Timing" or "Late Trading" activities.

83. In order to avoid the activities described in article 76, and in order to enable the issuer of the Units in collective investment undertakings, its management company, administrator, custodian or distribution company to offer special services to RBA and/or to the Client, the Client accepts and agrees that:
    a) RBA shall have the right to report the Client's holdings with respect to the specific collective investment undertaking to the issuer of the Units in collective investment undertakings;
    b) RBA shall have the right to forward to the issuer of the Units in collective investment undertakings all relevant information such as the time and the volume of the Client's Orders with respect to the Units in collective investment undertakings of the respective issuer;
    c) RBA is and shall be exempt from the to keep and/or protect banking secrecy and/or data confidentiality;
    d) RBA shall have the right, at its discretion, to accept or reject the Client's Orders or instructions, without any obligation by RBA to provide justification for any rejection.

84. The Client is aware that RBA may receive additional incentives from the issuer of Units in collective investment undertakings, management company, administrator, custodian or distribution company, in connection with the services rendered to the Client, which are referred to as the «Trailer Fee«. Incentives are calculated on the basis of the client's total investment in a particular collective investment undertaking as a percentage of the collective investment undertaking management fee. These fees are necessary in order to maintain a high level of quality of service, increase the possibility of purchase, and the quality of advice and information provided to the Client. The amount of the current commission (fee) depends on the type of product and on the issuer or intermediary. RBA has the right to retain the incentive so received as its own income, whereby it will keep records of paid incentives at the client level in the Shareholders Register.

85. Investment funds distributed by RBA (“Funds”) are not registered in the United States of America (“USA”). Therefore, units in the Funds are not intended for distribution, and RBA will not offer and/or distribute them within the territory of the United States and/or to U.S. citizens, and/or permanent residents of the United States and/or any legal entities established and/or operating in the USA. Units in funds will be distributed or offered for distribution by RBA only in jurisdictions where appropriate regulatory approvals exist. In case of doubt regarding the aforementioned, investors and/or potential investors, regardless of whether they are Clients (as the term is defined in RBA General Terms and Conditions for Brokerage and Custody Services) are advised to consult their professional legal and tax advisors beforehand. In this regard, RBA may only provide information

in which jurisdictions the required regulatory authorisations are in place. In case of doubt, RBA may not accept the Request. The same applies to all Financial Instruments as defined by RBA General Terms and Conditions for Brokerage and Custody Services.

XIII. PLACING ORDERS

86. The Order shall be valid if placed:
    a) in person by visiting the RBA broker's offices;
    b) by exchanging communications electronically or at e-mail brokeri@rba.hr;
    c) by telephone on the numbers + 385 1 4695 072 / 074 / 082 / 064 or 066;
    d) via Bloomberg terminal;
    e) in RBA's Branches a Request can be placed to:
        I. open an Order for purchase or sale of Financial Instruments, based on which the Order is entered in the Order book subject to fulfilment of all the conditions required;
        II. buy (issuance) or sell (buy-back) of Fund units.

87. The Client shall send e-mail messages to place, modify or revoke the Orders only and exclusively from the e-mail address registered in RBA's internal records (JCD). Any message transmitted from the mentioned e-mail address for the purpose of placing, changing or revoking the Order, with the application of due care on the part of RBA's authorized person, shall be deemed to constitute an unambiguous identification of the Client, and the Client shall bear full responsibility for any damage or loss incurred if RBA acts on the Order which is given, modified or revoked electronically. The Client is aware of the fact that RBA uses protection and verification systems for all messages and therefore a message may be rejected or delivered with delay.

88. RBA assigns a PIN to the Client with which the Client will identify himself each time the Order is given, changed or revoked by telephone. If the Client forgets the PIN or suspects loss or misuse of PIN, RBA must be informed as soon as possible and RBA will assign a new PIN to the Client. Each phone call made for the purpose of placing, modifying or revoking the Order in which RBA identified the Client with the PIN shall constitute an unambiguous identification of the Client, and the Client bears full responsibility for any damage or loss if RBA acts on the Order which is given, modified or revoked by telephone, providing that RBA has identified the Client with the PIN.

89. RBA records each received Order and any modification or cancellation of the Order in the Order Book in accordance with the provision of section XII to XV of the General Terms. Upon the entry of the Order in the Order Book RBA is deemed as having accepted the Order, and/or modification or cancellation of the Order. RBA transmits the confirmation of the acceptance, change or cancellation of the Order to the Client electronically as it has been received. In case RBA does not confirm the acceptance, modification or cancellation of the Order no later than the next Business Day after the day on which the Client sent the message, the Order and/or modification or cancellation of the Order, shall be deemed not to have been accepted. RBA is not liable for any damage or loss that the Client may suffer as a consequence of RBA's not having accepted the Order and/or its change or cancellation, the notice of which was transmitted electronically.

90. RBA has the discretion to refuse the option of placing an order electronically and/or by telephone.

91. RBA accepts the Order exclusively as a limit order with time restriction on the appropriate market.

92. A limit order with time restriction on the appropriate market is an order which is limited by the designation of the Financial Instrument, price on the order, quantity, market and the validity period of the order. Such purchase

(sale) orders will not be executed for the Financial Instrument bearing a designation other than the one set by the Client, above (below) the price limit, market and after the expiration of the validity period set by the Client.

93. Only the Order containing the below listed details, which are considered as essential elements of the Order, shall be valid:
    a) Client's personal information, allowing RBA to identify the Client (these data must be identical to data specified in the Agreement);
    b) Transaction type on the Order (buy order, sell order);
    c) data on Financial Instrument (official identifier – ticker or ISIN);
    d) market data (the market shall be considered to be determined if data such as the market name or a Market Identification Code according to ISO 10383 are available);
    e) quantity of Financial Instruments;
    f) price of Financial Instrument (price at which RBA is requested to fulfil the Order) is defined as:
        - maximum price (for buy transactions), or
        - minimum price (for sell transactions).

    In respect of shares and other equity Financial Instruments the price is expressed in financial units (local currency, or in foreign currency depending where Financial Instruments are quoted on a domestic or an international Stock Exchange or regulated markets), and for debt Financial Instruments the price is expressed as a percentage of their nominal value.
    g) Term of validity of the Order is defined as:
        - good-for-day: the Order is valid during the current market day.
        - with time limit: the Order is valid until a specific date.

        The Order is valid until the date specified in the Order itself, but not more than 2 months from the date the Order is placed. After expiration of the validity period the Order can not be extended, and a new Order must be opened instead. The Order is valid until 24:00 of the day specified as the term of the Order. RBA shall not inform the Client that the Order has expired.
        On Order for shares or other transferable Financial Instruments placed on markets to which RBA does not have direct access (except for derivatives) will be accepted mostly as good for day.
    h) the Client's signature on the statement from the Order book for Orders placed personally, or other confirmation by the Client for the Orders placed by other means.

94. If the Client does not determine any addition to the Order, i.e. does not give special instructions related to the Order when presenting and executing the Order RBA executes the Order as a limit order, with the price, Financial Instrument designation, quantity and time restriction on the relevant market , and it is considered a general instruction of the Client related to a particular Order.

95. Requests to open an Order which are made outside of RBA's usual business hours, i.e. on Saturdays, Sundays or holidays cannot be processed until the following Business day of RBA and of the relevant trading venue. Such orders will be processed in the order of receipt.

96. The Order takes effect after:
    a) the Client has clearly and unequivocally communicated to RBA the above listed terms of the Order;
    b) RBA has received undisputable notification to the effect that the Client:
        - in respect of buy Order – has deposited moneys required to fulfil the Order in the Brokerage Cash account, including funds required to cover the costs in connection with the fulfilment of the Order, or
        - in respect of sell Order – has made available to RBA the Financial Instruments which are the subject of the Order for the purpose of sale;
    c) all the other conditions for the Order to be effective, as agreed upon by both parties, have been fulfilled, and

d) RBA accepted the Order and entered it in the Order book.

97. The parties hereto can waive the application of the condition set forth in item b) of the previous article, subject to special arrangement or formal agreement, so that the Order can immediately take effect and be entered in the Order book.

98. The Financial Instruments shall be deemed as having been made available to RBA as and when:
    a) they have been registered with RBA in the SKDD Register, or have been placed on Custody account with RBA; or
    b) RBA has received confirmation from the custodian that the Client has the Financial Instruments that are the subject of the Order, and the Client has authorized RBA to manage the Financial Instruments in the respective Custody account and RBA undertakes not to manage the Financial Instruments in a manner that could compromise the performance of duties and obligations with respect to transactions concluded based on the Order.

99. If the Client authorizes RBA to register the Financial Instruments on its own or to take certain actions required for the registration of the Financial Instruments with RBA (by assigning a PIN, passwords, or other secret credentials), the Client shall be deemed to be aware of the risks associated with the provision of such data, and RBA shall ensure that the received data are used solely by staff members who handle the Financial Instruments registration and merely with respect to those activities required for the registration.

100. RBA may also request other documents and/or evidence for the Financial Instruments as well as additional authorizations in order to duly execute its obligations hereunder. RBA shall be authorized to verify in a suitable manner the existence of the Financial Instruments and the information provided to it, and to take other actions so as to ensure the invariability of such data and its authorizations.

101. The Client shall be deemed to have paid the required funds as and when the required amount of money has been credited to the Brokerage Cash account.

102. If the Client submits to RBA an Order which is unclear, contradictory or ambiguous, RBA shall notify the Client and request provision of additional data or explanation, and RBA shall neither accept the Order nor take any actions with respect to such Order, whereby RBA shall not be accountable to the Client for any damage that may result as a consequence.

XIV. ORDER ACCEPTANCE AND ORDER BOOK

103. Placing an Order with RBA and its receipt by RBA shall not be deemed as constituting acceptance of the Order and no obligation of to execute the Order shall arise therefrom for RBA. RBA shall be considered as having accepted the Order only as and when the Order is entered in the Order Book. RBA will notify the Client that an Order has been accepted and entered in the Order Book in the same way that the Order was placed to RBA.

104. The Request (Order) to buy (issuance) or sell (buy-back) Fund units is forwarded by RBA, pursuant to the service level agreement, to be executed by the Management company. The Management company will execute the Request to issue or buy-back Fund units in keeping with the provisions of the Prospectus and the Rules of the Fund, section «Procedures and Terms of Issuance and Buy-back of Fund units». The Management company will accept the Request to issue Fund units upon due payment of the relevant amount stated in the Request, or when it is recorded in the Fund unit's registry by the Management company. If, within the cut off times for receipt of the Request, the Client executes one or several payments of a sum which is lower than the amount set in the Request, Fund units will be allocated only in the amount equivalent to the paid amount, and the Request shall be deemed to have been fully executed. If, within the cut off times for receipt of the Request the Client executes

one or several payments of a sum higher which is than the amount stated in the Request, Fund units will be allocated only in the amount specified in the Request, and the surplus amount will be refunded, without any right to default interests. The Management company undertakes to calculate the issuance of Fund units at the price valid on the day of cash payment inflow for the inflows received by 14:00 hours. For the inflows received after 14:00 hours, the cash payment day is the following Business Day or as defined in the Prospectus and Cut-off Time Rules for an individual fund. The Client can dispose at any time of all or a part of their Fund units and request payment of these units from the fund assets, provided the Client is authorised to dispose of them freely. The Management company is obliged to buy back the Client's Fund units in keeping with the provisions of the law and Prospectus. In the case of buy-back of the Client's Fund units, the price valid on the date of receiving a full Buy-back Request is recognized. Requests for Fund unit Buy-back received by 14:00 hours will be considered received on the day of receipt. Requests for Fund unit Buy-back received after 14:00 hours will be considered received on the following Business Day or as defined in the Prospectus and Cut-off Time Rules for an individual fund.

105. RBA may reject to accept the placed Order without giving reason or explanation and will inform the Client without delay of the non-acceptance of the Order.

106. In particular, but without limitation, RBA shall not accept an Order for which it determines:
   - **a)** that it does not contain key elements set forth in section XII Placing orders, or
   - **b)** that RBA may not execute the order due to a material deviation from market conditions, or
   - **c)** that the Client has intention of inadmissible manipulation of Financial Instruments prices or other inadmissible activity, or
   - **d)** that the Order refers to trading in the Financial Instruments which have been temporarily or permanently suspended from trading, or
   - **e)** that the fulfilment of the Order would result in a damage for RBA, or
   - **f)** that the execution of the Order would constitute an offence and/or criminal act,
   - **g)** that it was rejected by the Stock Exchange that manages the regulated market on which its execution was attempted within the cut-off times and in accordance with the terms prescribed by the rules of the Stock Exchange;
   - **h)** that a Client who is a Professional Client fails to provide up-to-date SSIs in accordance with Section XXX.

   RBA is not accountable if the Management company rejects to conclude the agreement and therefore also the Request (Order) for issuance or buy-back of Fund units in keeping with the terms and conditions prescribed by the Fund Prospectus.

107. Data contained in the Order book constitute business secret. Data contained in the Order book may be made available for inspection by Government authorities when being duly authorized. Data contained in the Order book may be made available to individuals who conduct internal or external audit and supervision of RBA, perform accounting services or maintain RBA's IT system or design computer programs for it, as well as to other individuals who may have access to such data through the exercise of their functions and positions they hold in RBA or on behalf of RBA, provided these individuals have been advised of their obligation to protect secrecy of data contained in the Order book.

108. At the request of the Client, RBA will make available a printout of the Order from the Order book to the Client without delay.

XV. ORDER MODIFICATION

109. Order modification is the change of: requested quantity, Financial Instrument price, Order validity period and/or trading venues in relation to the original Order. Order modification request is given to RBA by applying the method which is prescribed for placing Orders.

The Client may modify the Order only if RBA has not yet executed the Order at the time of receipt of the modification and if the requested changes can be accepted without any damage to RBA.

The Client may replace or transfer an existing Fund unit from one fund to another fund managed by the same Management company by placing the Request for buy-back or issuance of Fund units. In this case two separate transactions are conducted:

1. buy-back of Fund units from the fund from which the units are transferred,
2. issuance of Fund units in the new fund.

These two transactions cannot be executed on the same Business Day. In general, e buy-back of Fund units is performed on the following Business day from the date of receipt of a valid Request (if the Request was received within the cut-off times set in the Fund Prospectus and Rules) and issuance of Fund units is executed only after payment from one fund is made, or after payment is made to the other fund. Replacing Fund units is subject to the terms and conditions for individual Fund units issuance/buy-back transactions in accordance with the Fund Prospectus and Rules.

110. RBA may reject to accept the submitted Order modification without giving reason or explanation and will inform the Client without delay of the non-acceptance of the Order modification.

111. In particular, but without limitation, RBA will not accept modification of an Order for which it determines:
    a) that it does not contain key elements set forth in section XII Placing orders, or
    b) that RBA may not execute it due to a material deviation from market conditions, or
    c) that the Client has intention of inadmissible manipulation of Financial Instruments prices or other inadmissible activity, or
    d) that the Order refers to trading in the Financial Instruments which have been temporarily or permanently suspended from trading, or
    e) that the execution of the Order would result in a damage for RBA, or
    f) that the execution of the Order would constitute an offence or criminal act, or
    g) that it was rejected by the Stock Exchange that manages the regulated market on which the execution was attempted within the cut-off times and in accordance with the terms prescribed by the rules of the Stock Exchange;
    h) if a Client who is a Professional Client fails to provide up-to-date SSIs and any other details in accordance with Section.

112. Any and all modifications of the Order shall be recorded in the Order book and shall be considered as being accepted by RBA only after being recorded in the Order book.

XVI. ORDER REVOCATION AND CANCELLATION

113. The Client may revoke the Order to the extent it has not been executed as yet, at any time, in the same manner in which the Order had or could have been placed.

114. RBA may cancel the Order to the extent it has not been executed as yet for reasons including, but not being limited to:
    a) suspension of Financial Instruments trading;

b) failure by the Client to make due payments to RBA;
c) resolution made by the CFSSA or other regulatory body;
d) any justified reason for which RBA may refuse to accept the Order.

In case of cancellation of the Order by RBA, RBA shall not be accountable to the Client for any damage resulting from the cancellation of the Order.
RBA will refer the Client to the Management company, if they wish to revoke the documentation filed for disposal of Fund units, and the company will revoke such documentation exclusively under the terms and conditions set in the Fund Prospectus.

115. In case of revocation and cancellation of the Order, unless being instructed otherwise by the Client, RBA shall refund the deposit amount intended for the purchase, after deducting the applicable costs.

116. In case of Order revocation, RBA shall, at the Client's request, cancel the registration of the Financial Instruments.

117. RBA will l promptly inform the Client of the Order cancellation in an appropriate manner (including telephone communication).

118. The revocation and cancellation of the Order is valid and effective from the moment of entry in the Order book.

XVII. METHOD OF EXECUTING ORDERS

119. RBA prescribed the method of executing Orders in its bylaw document Client Order Execution Policy.

120. When executing the Order RBA is obliged to comply with special regulations governing Financial Instruments trading, the rules of the Stock Exchange on which the Order is executed, the SKDD rules, rules of the depository and other institutions whose services are necessary for the execution of the Order and the general rules and business practices.

121. RBA may disregard the instructions contained in the Order, after having evaluated all the circumstances, only to the extent that it has grounds to consider this necessary in the interests of the Client, and in cases when it is not possible to seek the Client's consent due to limited time or for other reasons.

122. RBA may entrust the execution of Orders to third parties in accordance with the provisions of the CMA. When assigning the Order execution to a third party, RBA shall be responsible exclusively for the selection of such party and for the instruction given to such third party.

XVIII. ORDER PRIORITY

123. When executing its obligations arising from the Order, RBA shall comply with the priorities set forth in the Order book.
When executing its obligations arising from the Request to buy or sell Fund units, RBA forwards the Request to buy or sell Fund units to the Management company which will comply with the order of priority from the Fund units register and in accordance with the Fund Prospectus.

124. The priority of individual Orders is determined by the order of taking effect of the Orders in the Order book, whereby the Order which takes effect earlier, has a priority over the Order that takes effect later. RBA presents buy and/or sell bids with respect to the execution of the individual Order in the Stock Exchange or in another trading venue according to the priority so established. The order of executing Orders (conclusion of Financial

Instruments transactions to execute the Order) depends on market conditions, instructions specified in the Order, and a strategy which the principal uses in order to fulfil the Order in the way most favourable for the Client.

125. RBA's own orders and the orders of RBA's employees have the same treatment as other Orders and are executed in the order in which they are entered in the Order book.

XIX. HOLDING, CLEARING AND SETTLEMENT OF FINANCIAL INSTRUMENTS WITH RBA

126. In accordance with the Agreement, RBA will open one or more Omnibus accounts at SKDD-CCP in the name of RBA on behalf of the Client. The Omnibus account is used to clear transactions of RBA clients. SKDD-CCP keeps the transactions and assets in this account separate from the transactions and assets of RBA. This account is used to perform transaction clearing for multiple Clients and the Client is subject to the risk of other Clients. Assets in the Omnibus account are not part of RBA assets or of liquidation or bankruptcy estate, nor can they be used for the purpose of enforcement in respect of claims against RBA.

127. In accordance with the Agreement, upon the Client's request, RBA will open an Individual account at SKDD-CCP in the name of RBA, on behalf of the Client. The Individual account is used to clear transactions of RBA Clients. SKDD-CCP keeps the transactions and assets in this account separated from the transactions and assets of RBA. This account is used to execute transaction clearance for a single Client and the Client is not subject to the risk of other Clients. Assets in the Individual Account are not part of RBA assets or liquidation or bankruptcy estate, nor can they be used for the purpose of enforcement in respect of claims against RBA.

128. RBA will allow the Client to change the account from the Omnibus account to the Individual account and vice versa provided that the Client has performed all the obligations to RBA, if one month's prior notice was given to RBA regarding the intention to change the clearing account.

129. RBA, as a member of SKDD-CCP, undertakes clearing operations of eligible Financial Instruments for transactions it has concluded on the market in its name on behalf of the Client, and/or for the Client's novated transactions accepted in the transfer process, based on which the rights and obligations of the novated transaction are transferred between members of SKDD-CCP, in accordance with the SKDD-CCP Rules.

130. RBA will clear transactions in accordance with the SKDD-CCP Rules followed by the settlement of transactions in SKDD in accordance with the SKDD Rules.

131. RBA will settle transactions that are not eligible for clearing in an individual settlement with another participant in the transaction in the SKDD system in accordance with the SKDD Rules.

132. RBA will hold the Financial Instruments delivered to it for the purpose of the sales transaction until settlement of the concluded transaction. In case of revocation or cancellation of the Order, RBA will, at the client's request, deregister the Financial Instruments or register them in accordance with the Client's instructions.

133. The Financial Instruments acquired by RBA in a buy transaction will be delivered to the Client to the account of the Client or of its custodian or of the depository at SKDD or in the Central depositary, in accordance with the Client's instruction, and RBA is not obliged to perform any actions related to the custody of the Financial Instruments held at RBA. The purchased Financial Instruments are registered with RBA at SKDD unless the Client has given a different instruction.

134. If the Client maintains an open Custody account with RBA, RBA always settles the Financial Instruments of foreign issuers to the credit or to the debit of the Client's Custody account, and other Financial Instruments in accordance with the Client's instruction contained in the Order. In the case of settling Financial Instruments to the credit or to the debit of the Client's Custody account, a valid instruction for RBA is the Trading report, which is based on the executed Client's Order. By signing the Agreement, the Client gives an explicit general instruction to RBA to act in accordance with each Trading report provided by RBA.

135. The Cash received for the Financial Instruments in the sell transaction, or any excess amounts or any amounts in respect of the buy transaction in case of the Order revocation or cancellation shall be deposited to the Client's Cash account or retained in the Brokerage Cash account by RBA in accordance with the Client's instruction. Unless agreed otherwise RBA will deposit the Cash from the execution of the executed transaction or all transactions on the executed Order to the Client's Cash account on the settlement date, or, in the case of Order revocation or cancellation, within ten (10) days after the revocation or cancellation of the Order.

136. RBA computes no interest on the Cash kept in the Brokerage Cash account which serves as collateral for the received buy Orders.

137. RBA may demand from the Client additional funds required for the settlement of the purchased Financial Instruments if, through no fault on RBA's part, it is not possible to make full settlement in respect of the executed Order, in particular, but not exclusively, in case of exchange rate changes, market price changes, interest increase, etc.

138. RBA will transfer to the Client any other rights and claims acquired against third parties when executing the Order.

XX. RESPONSIBILITY FOR TRADING DATA

139. If RBA gives the Client access to the Stock Exchange trading data, such data shall be intended only for the Client's personal use and any commercial use of any such data as well as any redistribution of the data via electronic or print media or otherwise is excluded. The owner of the data is the Stock Exchange which provided access to the data for RBA. The Stock Exchange is not accountable for the accuracy of data.

CHAPTER C. CUSTODY SERVICES

XXI. CUSTODY SERVICES FOR FINANCIAL INSTRUMENTS

140. Pursuant to legal regulations, when performing custody activities for Financial Instruments RBA provides the following services:
   a) safekeeping and custody of Financial Instruments;
   b) reporting on dividend payment, interest payment or other income arising from Financial Instruments kept on the Client's Custody Account;
   c) providing notice of general meetings of issuers of shares and on rights in respect of the shares and other Financial Instruments held in custody, of which RBA has been promptly informed by issuers of such Financial Instruments or by the Custodian, or such information has been published in the Official Gazette of the Republic of Croatia, and execution of the Client's Instructions regarding the realization of these rights;
   d) notifying on legal changes that indirectly or directly affect reporting on balance of Financial Instruments in the Custody account;
   e) providing proxy voting services at general meetings;
   f) executing received Instructions, unless they contravene legal regulations;
   g) other services related to Financial Instruments, realization of rights and fulfilment of obligations in respect of the Financial Instruments, as agreed between the Client and RBA, which do not contravene the law.

141. When selecting the Custodian for safekeeping of the Financial instruments and Cash, RBA shall:
   a) apply an appropriate level of expertise, care and due diligence in selecting and monitoring on a regular basis, at least once a year, the Custodian as well as agreements made for that purpose and the risks arising from any such nomination;
   b) conclude a contractual relationship exclusively with a Custodian licensed for provision of such services by an appropriate competent authority, or with a Custodian which is subject to specific regulations and supervision;
   c) take into account expertise, service quality and reputation of the Custodian, as well as all legal requirements and market practices related to the custody of the Financial instruments;
   d) act as a trustee, and contract, always when possible with respect to the applicable national legislation and the best market practice of a third country, that the Financial instruments and Cash assets of the Client which RBA deposits with the Custodian can be identified separately from the Financial instruments and Cash assets of the respective Custodians and their clients in a way that the Financial instruments and Cash assets shall be combined in the Custodian's records, yet in separate accounts segregated from the accounts of the respective Custodians and their other clients and that the said accounts shall not be included in the liquidation or bankruptcy estate of the Custodian, as well as that the Custodian will not use the right of set-off and/or pledge on the Financial instruments with respect to claims of any person save up to the amount of the Financial instruments management, administration and depositing, and/or the amount of Clients' default with regard to the liabilities as under the agreed transaction, or if prescribed under the national legislation or being a required condition to participate in the local market;
   e) agree upon the method and conditions for providing the services pertaining to custody, and the extent of the Custodian's responsibility in the event that l the agreed obligations cannot be met.

142. Data on Custodians and the numbers of Custody accounts on which the Client's financial instruments are kept in the local Central Depositors are available in the "Markets list".

143. At the written request or the Client, RBA will inform the Client about the terms and conditions of the agreement that RBA had signed with the Custodian at which the respective Client's Financial Instruments are kept.

144. If the Custodian arranges the right of lien, encumbrance and/or set-off in respect of the Financial Instruments referred to in paragraph 141.d hereof, this will be recorded also in the Client's Custody account.

145. RBA will reconcile the internal records against the Custody Cash Account on a daily basis, for the preceding Business Day. For the Financial Instrument positions in the Custody account RBA will reconcile the internal records against the records of the Custodian on a regular basis, at least upon every change, no less than once a month.

146. RBA shall be authorized to perform any action in respect of the Client's Financial Instruments which it considers necessary and beneficial for the Client.

XXII. SAFEKEEPING OF ASSETS ON CUSTODY ACCOUNT

147. On the basis of the Agreement, RBA opens one or more Custody accounts for the Client in its books, and provided notification thereof to the Client. RBA manages the Assets in the name and on behalf of the Client in due manner, whereby it is possible at any time without delay to distinguish the Client's Assets from the Assets of other clients and the assets of RBA. The Assets in the Custody account can be the property of the Client or of the Client's client. The Assets held in the Custody account shall not be part of the assets of RBA or part of the liquidation or bankruptcy estate and shall not be applied for the purpose of enforcement in respect of the claims to RBA.

148. RBA keeps the Financial Instruments listed at SKDD in the Omnibus Custody Transaction Account. In exceptional cases, if requested by the Client in writing or so required by legal regulations (for shares of credit institutions, depositories, purchase of treasury bills on the primary market) or if business practices require so, RBA opens a Registered Custody Transaction account for the Client at SKDD.

149. As described in paragraph 141.d., RBA keeps foreign Financial Instruments in Omnibus Custody accounts at the Custodian, or in Individual custody accounts only to the extent that this is required by law or if, for some reason, certain Assets require special treatment.
If foreign Financial Instruments can not be placed in the safekeeping on behalf of the Client due to the provisions of the national legislation of the third country or due recognized market practices or such method of registration is not in the Client's best interest, the Financial Instruments will be kept in the Custodian's records in the name and for account of RBA. RBA shall give prior notification to the Client regarding this method of safekeeping assets.

150. Assets kept at the Custodian are governed within the scope of by applicable national laws of the third state, and the Client's rights from the Financial Instruments and Cash assets may differ with respect to tax treatment, the investor protection system securing the respective assets, and restrictions. Investment restrictions may be related the percentage of the share in the issuer's equity, type and class of the Financial Instruments in which foreign investors are allowed to invest, capital repatriation, exercise of voting rights in issuer's general meetings (in certain cases only with ownership of a certain percentage of the share of capital/issue), transfer of ownership title only on a regulated market, currency conversion and other.
Also, with regard to the applicable national legislation of a third state, the availability of investment options is different in specific markets. Certain markets listed in the "Markets list" are available for immediate investments, whereas certain other markets have additional requirements, which may include: additional documentation, opening an individual Custody account on behalf of the Client, hiring a local tax advisor, etc.

Therefore, the Client undertakes to notify RBA no later than seven (7) Business days before the start of the investment on the foreign market to inform RBA so that the prerequisites can be arranged where appropriate. In particular, the Client should take special note of the rights they have as the holder of a Financial Instrument or Cash if such Assets are subject to the legislation of a non-European Union/ European Economic Area member state, since those rights may differ significantly from those arising from EU/EEA legislation and consequently from the Republic of Croatia

151. RBA and/or Custodian may deposit the Financial Instruments they hold for the Client with a third party in a third country where holding and depositing of Financial Instruments on behalf of of a third party are not regulated, only if one of the following conditions is met:
    a) the type of the Financial Instrument or investment service connected to the said instrument require that these be deposited with a third party in a third country where holding and depositing of Financial Instruments are not subject to special regulations and supervision,
    b) when the Financial Instruments are held for the account of a professional investor, and they request in writing that RBA keeps their Financial Instruments with a third party in a third country where holding and depositing of Financial Instruments are not subject to special regulations and supervision.

152. Financial Instruments that can be kept in a Custody account are transferrable instruments, and money market instruments defined by the provisions of Article 3 paragraph 24 items a) and b) of the CMA, whereby the following transactions being allowed:
    a) receiving and delivering a Financial Instrument;
    b) transferring a Financial Instrument to/from a Custody account with or without change in ownership;
    c) repo transactions;
    d) transaction of buy/resell or transaction of sell/buy-back;
    e) placing a Financial Instrument under the pledge right to borrow a lombard loan.

153. RBA does not provide the custody service for Financial Instruments with financial leverage, for derivatives, nor does it execute transactions with contingent liabilities for a retail investor who is not classified as the client of Private Banking.

154. Cash assets will be held in safekeeping in the Custody Cash account, which will be opened in the name of RBA or of the Custodian, on behalf of the Client. RBA will not deposit Cash in the accounts used for settlement of Financial Instruments with the Custodian but will place such assets exclusively for the purpose of settlement of the Client's open transactions.

155. No interest shall be paid in respect of the Cash assets held in safekeeping in the Custody Cash account, but such Cash assets shall be part of the amount used to calculate the custody service fee.

XXIII. AUTHORIZED AGENTS

156. The Client - legal entity must appoint their Authorized Agents, and the Client - private individual can act individually or appoint an Authorized Agent who will act in their name and on their behalf in relation to RBA. The Client appoints the Authorized Agents within the scope of the Agreement, and the appointment is valid until revoked. Information on any changes of the Authorized Agents must be provided using RBA forms, stating also the date on which authorization given to an Authorized Agent shall become effective, as well as the signing procedure. A new form can be delivered in the original or as scanned copy transmitted from the electronic address specified in the Agreement.

157. The Client is obliged to define the date on which each requested change should be processed at RBA. If the Client fails to define date on which the requested change should be performed or if this date has already

passed, the date on which the requested change is to be performed will be no later than the next Business Day following the day on which RBA received a written request for change of authorization.

158. The Authorized Agents acquire equal rights and obligations as the Client under the Agreement and the General Terms, and they explicitly confirm their consent for it by signing the contractual documentation.

XXIV. INSTRUCTIONS

159. RBA shall receive Instructions with regard to management of Assets and of rights related to the Assets from the Client and act only in accordance with valid Instructions.

160. A valid Instruction is any Instruction that is:
    a) given on RBA's standardized form, and includes at least following data:
        - transaction type: trading, repo/lending transaction, transfer without ownership change or transfer with ownership change
        - official identification of Financial Instrument (ISIN),
        - information whether it is a delivery or receipt of Financial Instruments/Cash assets
        - quantity of Financial Instruments which needs to be delivered/received
        - trade date
        - settlement date
        - trading price
        - counterparty
        - settlement instruction (counterparty account/receiving or delivering agent/Central depository)
        - payment/collection amount and currency;

    b) delivered to RBA in writing in one of the following ways:
        - personally,
        - via SWIFT,
        - via RBA DIREKT services (Internet)
        - by e-mail
        - by registered mail
    c) delivered in accordance with "Cut off times for receipt of instructions";
    d) if delivered by post, signed by the Client defined in the Agreement or in any subsequent Notification given;
    e) in case of electronic mail (e-mail) delivery, it shall be sent from the e-mail address set out in the Agreement;
    before giving the Instruction, the Client shall have secured a balance to the credit of the Custody account required for RBA to be able to execute the respective Instruction.
    The Instruction submitted to RBA via RBA DIREKT service shall be given in keeping with the agreement on use of a specific RBA DIREKT service. The Client is responsible for the appropriate use of RBA DIREKT service.

161. The Client trading in the Financial Instrument through RBA does not provide the additional Instruction to RBA Custody , but in this case, the Trade report of RBA brokers or Trade Confirmation of RBA treasury, which is created on the basis of the Client's Order and contains a settlement instruction is considered a valid Instruction.

XXV. EXECUTING INSTRUCTIONS

162. Any instruction received by RBA undergo a 4-eyes principle control procedure before being executed. Upon receipt of an Instruction which RBA reasonably considers to be valid, RBA executes such Instruction without

any verification. If RBA notes one or more irregularities, RBA notify thereof the Client in writing and does not execute such Instruction until further notice from the Client, which must be received through the same means of communication as was used to place the Instruction.
RBA shall not be held accountable for any l losses or damage, if it acts in good faith in accordance with any Instruction it reasonably considers to be valid.

163. If the Client requests revocation or modification of a valid Instruction by giving to RBA an Instruction for revocation/modification, RBA will act in good faith and with due skill, care and diligence if possible act in accordance with the Instruction for the revocation/modification.
The Client may revoke the issued Instruction only if RBA has not commenced the execution of such Instruction, or if RBA is able to suspend the execution of such Instruction without causing any damage. The revocation/modification of the Instruction is submitted using the same method as the one used to place the Instruction.

164. RBA shall have the right to refuse to execute a received Instruction in the following cases:
    a) in the Custody account there are no sufficient Cash assets or Financial Instruments in the full amount to execute the received Instruction or pay the fee for the execution of Instruction;
    b) the received Instruction does not contain all necessary/prescribed data;
    c) the received Instruction is not signed by the Client in accordance with the Agreement;
    d) the received Instruction is not delivered in one of the ways set out in the section XXIII Instructions;
    e) the received Instruction is not delivered to the address stated in the section V Communication and reporting;
    f) the received Instruction is not delivered in accordance with the Cut off times for receipt of instructions;
    g) the received Instruction exceeds the scope of the Agreement and the General Terms and Conditions;
    h) the received Instruction is not in keeping with the applicable laws and regulations;
    i) the received Instruction seeks the receipt and depositing of illiquid Financial Instruments and RBA considers that the receipt of any such Financial Instruments would cause damage;
    j) if the execution of the received Instruction would cause damage to RBA; or
    k) if the Client has any due outstanding amounts for service fees or any costs and/or claims in respect of other grounds resulting from the performance of services under the Agreement;
    l) if a Client who is a Professional Client fails to provide the data (up-to-date counterparty SSIs) necessary for the timely Allocation, confirmation, or settlement of the transaction within the timeframes prescribed by applicable regulations, market rules or market practice in accordance with Section XXX.

165. RBA is also entitled to reject execution of a received Instruction and initiate the termination of the Agreement in the following cases:
    a) if the license is withheld from the Client by the regulator;
    b) if the Client defaults on its obligations under the Agreement and the General Terms and Conditions;
    c) if in RBA's judgment the Client had adverse effect on RBA's reputation.

166. RBA will actively monitor the settlement status of all transactions sent to the market and will notify the client in the event of difficulty in settlement. Where possible, RBA will contact the other party to settle the transaction. For payment transactions, RBA will not deliver (Financial Instruments or Cash) until safe settlement conditions are fulfilled. RBA has the right to cancel a transaction that has not been settled, upon the expiry of a six (6) month period from the defined settlement date, unless the transaction has been cancelled in the meantime in keeping with the valid regulations, market practices or pursuant to a decision of a competent authority.

167. In case that RBA should both deliver and receive Cash and/or Financial Instruments based on the same Instruction, RBA assumes no responsibility that the counterparty in such transaction will fulfil its obligation, especially in the case of trade for trade settlement in accordance with the rules of the clearing and depository companies and shall not be accountable for any damage that the Client may incur as a result.

168. If the Client places an Instruction to RBA requesting payment from the Custody Cash account and if the Client's account has available cash assets which are not intended to be applied for payment of any non-executed Instruction or unpaid obligation to RBA, and if all the other preconditions for the execution of the Instruction referred to in this section have been fulfilled, RBA shall transfer Cash amount to the account defined in the Instruction no later than one (1) Business day from the receipt of the Instruction, whereby, for the cross-border and international payment transactions, RBA ensures that the specified deadline for the execution is met only to the first bank involved in the intermediation, or in the execution of the payment instruction. The actual date of crediting the payee's account depends on the rules of the payee's bank and the legislation of the payee's country.

169. If RBA receives the Instruction after the cut-off time for receiving Instructions in accordance with the "Cutoff times for receiving instructions" or on non-Business Day, the Instruction will be deemed to have been received on the following Business day and the rights and the obligations of RBA and of the Client will be determined in accordance with such times.

170. Transaction fees are calculated on the transaction date / trade date.

171. RBA has the right to cancel the instruction if it is incorrect, incomplete or if for any reason it can not be executed without the additional consent of the Client. The transaction fee for such instruction will be calculated in accordance with the agreed tariff.

XXVI. CORPORATE ACTIONS

172. RBA shall receive and hold for safekeeping all certificates, receipts, notices, warrants, agreements or other instruments or documents evidencing or representing the rights of ownership of the Financial Instruments, or the Client's rights to receive, purchase or subscribe if that is in the Client's best interest.

173. RBA shall be authorized, without any Instruction, to perform the following actions related to Assets in the Client's Account, in accordance with the provisions of the Agreement:
    a) collect principal, interests, dividends and other incomes on their respective maturity; and deliver notification of inflow to the Client, and transfer, after withholding the agreed fee amount, such income to the Client's Cash account, in keeping with legal requirements. If RBA is not able to transfer the inflow to the Client's Cash account, RBA shall pay and keep inflows in the Client's Cash account – Custody in keeping with legal requirements until receipt of a different instruction from the Client;
    b) collect and receive dividends in the form of new shares or other non-cash Assets resulting from the Financial Instruments, and deliver the notification of transactions in the Custody account to the Client;
    c) submit for collection all Financial Instruments in the Custody account which are due or which have otherwise become payable, send notification of action taken inflow to the Client;
    d) deliver to the Client the notification in respect of the announced general meetings of the local issuers of the Financial Instruments which are registered at SKDD and other Corporate actions of local and international issuers, of which RBA has been notified in due time by the issuer of the Financial Instrument or by the Custodian, or the respective information has been published in the Official Gazette and/or in the Court Registry.

e) Receive payments of Cash on Client's Cash Account - Custody.

174. RBA will send a notification of corporate actions of domestic issuers of Financial Instruments exclusively to the Client who is the the beneficial owner of such Financial Instrument, or who held such Financial Instruments of the respective issuers in the Custody account at RBA, as on the date of announcement. RBA will provide notice of Corporate action in writing, and, where a decision and/or response of the Client is required, specify the final date by which the Instruction and any required document should be delivered to RBA.

175. If RBA does not receive the Client's Instruction regarding Corporate Action in a timely manner, RBA will act in accordance with the requirements of the respective Corporate Action only to the extent that such action is mandatory, and also, select the set option received from Custodian or the issuer. RBA will then record in the Client's custody account any changes arising from such Corporate action and will not be liable for any Costs incurred as a result of the Client's failure to provide instruction. RBA is not obliged to participate in the company's general meeting and/or in optional Corporate Action unless RBA receives an Instruction to that effect from the Client, no later than the end date specified in RBA's notification sent to the Client-

175.a.
By placing a Sell Order for Financial Instruments that are blocked for the purpose of executing the selected option in a Voluntary Corporate Action, the Client shall be deemed to have withdrawn the previously submitted Instruction to participate in the relevant Corporate Action, to the extent necessary for the execution of the Order. RBA shall, to the extent possible given the stage of execution of the Corporate Action and the rules of the issuer, the Custodian, and/or another competent participant, take action to revoke the Instruction and release the Financial Instruments for trading. The Client accepts that such withdrawal may result in the loss of entitlements arising from the relevant Corporate Action and/or other related consequences.

176. If the Client authorizes RBA to vote at the company's general meeting, RBA will act solely on the instruction previously received from the Client, with which the Client expresses his will on each item on the agenda of the General Meeting with votes <for>, <against> or <abstention>. In the event that additional agenda items or additional proposals are presented at the general meeting on already known items on the agenda, RBA will not take part in the vote on those items.

177. If RBA, in accordance with the Client's Instruction, has applied for voting at the company's general meeting, however, has not received, by the end date specified in RBA's notification of general meeting sent to the Client, the Client's Instruction in accordance with the previous paragraph, RBA shall not be obliged to participate in the respective company's general meeting. In this case, RBA will refrain from exercising its voting rights and inform the Client accordingly.

178. If the Client applies for participation in the general meeting after the deadline given in the notification, RBA will act with the best intention and attempt to register the Client for the general meeting but will not be liable in the event that this is not possible. Unless RBA receives response from the company to the inquiry regarding the requested documentation for the participation in the general meeting within a reasonable period of time, RBA will submit to the company the following documentation: application for participation in the general meeting, certified power of attorney and original extract from the court register and invoice the actual costs to the Client.

179. RBA will credit the Client's account for the total amount of dividend received and advise the Client to seek advice from the tax advisor regarding any liabilities that may arise for the Client from the ownership or

disposal of the Financial Instruments in respect of the applicable domestic and foreign tax regulations or international taxation treaties.

XXVII. CONTINUITY PLAN FOR CUSTODY SERVICES ON FOREIGN MARKETS

180. RBA delegated custody activities to be performed in foreign countries in accordance with the "Markets list".

181. On each of these markets extraordinary circumstances may occur, in which case RBA acts with due skill, care and diligence in accordance with the legal provisions on delegating Custodian services to third parties, to mitigate or eliminating the risks associated with the safekeeping of the Client's Assets in the respective markets that may lead to impairment of the value of the Assets or the rights from the Assets.

182. Extraordinary circumstances, and also the potential risks in dealing with the Custodian, may include:
    a) bankruptcy of Custodian;
    b) Custodian can/will no longer provide custody services;
    c) Custodian does not meet the Croatian legal requirements in connection with custody services;
    d) the competent regulatory authority withdraws license for provision of custody services from the Custodian;
    e) the legal framework of the country changes to that it no longer regulates or supervises custody services with the Financial Instruments for the account of the Custodian;
    f) if RBA holds Financial Instruments on behalf of the Client in the Omnibus account and that type of the Custody account no longer exists;
    g) third country legislation imposes requirements that RBA/RBA Client can not, or will not comply with;
    h) a moratorium on the payment of the respective state, etc.

183. In case of extraordinary circumstances, RBA will:
    a) request the Custodian to take measures to comply with legal requirements and take action to eliminate the identified risk if this is within the power of the Custodians;
    b) where the Custodian is unable to remedy the extraordinary circumstances or the Custodian will not deal with the extraordinary circumstances, RBA will:
        i. inform the Client through the publication of the General Terms of custody services on the web site www.rba.hr and/or by giving notice to the contact address of the Client through the channel defined in the Agreement and/or
        ii. ask the Client for whose account the Financial Instruments are held with respective Custodian to provide written consent to continue using the Custodian at which the extraordinary circumstances occurred; or
    c) investigate whether in the respective market there is a Custodian which meets all the requirements for delegation of custody services and, if there is one, begin the process of selecting a new Custodian for the market concerned and terminating the contractual relationship with the existing Custodian, or
    d) make a decision on the withdrawal of Client's Assets from the market where the exceptional circumstances occurred and inform the Client hereof.

184. Withdrawal of the Client's Assets from the market where extraordinary circumstances occurred:
    a) coordinating the manner and time of the withdrawal from the market with Client classified as a professional investor holding Assets on the respective market, in order to avoid financial losses for the Client.
    b) Informing the client classified as a retail investor of the withdrawal from the market to protect the Client's interests sixty (60) days before initiating the withdrawal of Assets from the market. If the retail

investor, upon expiration of sixty (60) days, does not inform RBA about a new custodian, or about any other means of handing over the Financial Instruments or transferring the Financial Instruments back to the account in the Central depository, RBA will inform the Client that it will start selling the respective Financial Instruments within seven (7) days. If the Client - retail investor does not respond even within seven (7) days, RBA will offer the Financial Instruments for sale. RBA will sell the Financial Instruments at a price that can be achieved at the time of the sale through RBA´s broker or through another broker selected by RBA. RBA will transfer the proceeds from the sale to the Client´s Cash account defined in the Agreement as an account for payment of income from the Financial Instruments. If the payment to the said Client's account is not possible for any reason whatsoever, RBA will transfer the funds to the Client's Custody Cash account.

CHAPTER D. FINAL PROVISIONS

XXVIII. LEGAL SUCCESION

185. The General Terms and Conditions as an integral part of the Agreement, are binding for all future legal successors of both contractual parties.

186. The Client agrees that in case of business reorganization RBA shall transfer all rights and obligations under the Agreement to a third legal entity.

XXIX. FINAL PROVISIONS

187. Any issue not regulated by the Agreement and the General Terms and Conditions shall be subject to the applicable laws and subordinate regulations and RBA's internal acts, as amended or supplemented from time to time during the term of the Agreement.

188. In case of conflict of provisions of the Agreement and the General Terms and Conditions with the provisions of applicable laws and subordinate regulations, the provisions of the applicable laws and subordinate regulations shall prevail.

189. If any of the provisions of the Agreement and the General Terms and Conditions are subsequently found to be null and void, this shall have no effect on the remaining provisions and on the validity of the Agreement and the General Terms and Conditions in whole.

190. Any disputes resulting from the Agreement will be governed by the relevant Croatian law, except the provisions on conflict of laws, and will be resolved before the competent court in Zagreb.

XXX. SPECIAL PROVISIONS FOR PROFESSIONAL CLIENTS POSEBNE ODREDBE ZA PROFESIONALNE ULAGATELJE

191. The provisions of this section shall apply to Professional Clients as of 7 December 2026.

192. Professional Clients shall be obliged to: (i) submit to the Bank their written Allocation notifications using a standardized electronic communication method structured in such a way that software applications can easily identify, recognize and extract specific data, including individual factual elements, and their internal structure, (ii) provide the Bank with all reference data required for the settlement of trades in a standardized electronic format structured in such a way that software applications can easily identify, recognize and extract specific data, including individual factual elements, and their internal structure, (iii) update such reference data in a timely manner so as to enable the timely settlement of transactions.

193. Where the Bank has received confirmation of the execution of a transaction order placed by a Professional Client, the Bank shall ensure that the Professional Client confirms their acceptance of the terms of the transaction in writing, using a standardized electronic communication method structured in such a way that software applications can easily identify, recognize and extract specific data, including individual factual elements, and their internal structure, within the timeframes set out in the paragraph below. The written confirmation may also be included in the written Allocation.

194. Professional Clients shall ensure that written Allocations and written confirmations of acceptance of the terms of the transaction referred to in the preceding paragraph are received by the Bank as soon as possible, and no later than 23:00 Central European Time (CET) on the Business Day on which the transaction is executed. The Bank shall confirm receipt of the written Allocation notification and the written confirmation of acceptance of the terms of the transaction within two hours of that receipt. Where the Bank receives the written Allocation and the written confirmation of the acceptance of the terms of the transaction within less than one hour before its close of business, the Bank shall confirm receipt of the written Allocation notification and the written confirmation of acceptance of the terms of the transaction within one hour after the start of business on the next Business Day. If the Bank receives the required settlement information referred to in this point in advance of the timeframes set out in the preceding sentence, the Bank and the Professional client agree that it is not necessary to send the relevant written Allocation and the written confirmation of acceptance of the terms of the transaction. This paragraph shall also apply to Retail clients as defined by the Capital Market Act (CMA).

195. The Professional Client shall timely provide the Bank with all data, including any subsequent amendments thereof, necessary for the settlement of transactions and ensure their accuracy, completeness, and timeliness. The Professional Client shall be liable for the accuracy, completeness, updates and timeliness of the provided data. If the Bank is not provided with all the required settlement data or determines that the submitted data are incomplete, inaccurate, or inapplicable, the Bank may request the Professional Client to provide additional data.

196. The Bank shall not be liable to the Professional Client for the rejection of an Order, settlement fails or delays, or any damage arising from such circumstances if they are a consequence of inaccurate, incomplete, outdated, or untimely submitted data that the Professional Client was obliged to provide.

197. The Professional Client shall bear all costs and fees arising from settlement fails or delays, the costs of by-in procedures, and any other costs, expenses and financial consequences incurred by the Bank or third parties due to a breach or omission by the Professional Client under this Section.

198. The Client shall provide RBA with SSIs in a machine-readable format via the agreed communication channel.

199. If the Client submits the Allocation and Trade Confirmation in a machine-readable format, RBA shall act in accordance with (193), (194) and (195) of this Section, and confirm receipt via e-mail.

200. If the Client uses RBA's custody services and the financial instruments and funds required for the settlement of the relevant Transaction are held in accounts with RBA, the Client shall not be obliged to submit SSIs to RBA separately, provided that RBA has already been provided with all data necessary for the timely and orderly settlement of the transaction.

201. If RBA does not provide custody services to the Client, the Client shall not be obliged to send an Allocation and Trade Confirmation in a machine-readable format separately for each individual Transaction, provided that the Client has acted in accordance with item (194).

202. RBA shall deliver trade reports and other transaction-related information to the Client in PDF format, and, where applicable, in a machine-readable format in accordance with the market standards accepted bv the relevant market infrastructure via the agreed communication channel.