

General terms and conditions for RBA FlexiPLUS packages

(applicable as of 16th May, 2019)

I. DEFINITION

FlexiPLUS package is a service package which offers advantages to the Current Account Holder in using particular banking services, as well as the possibility to use additional non-banking services, depending on the type of the arranged FlexiPLUS package.

II. CONTRACTING THE FlexiPLUS PACKAGE

FlexiPLUS package can be arranged by the holder of the current account with the Bank (hereinafter: the Client), using a completed and signed FlexiPLUS package Application Form (hereinafter: the Application Form), or via other channels that the bank uses to arrange services (for instance, distance communications). One person can arrange only one type of the FlexiPLUS package in the Bank. The FlexiPLUS package is arranged for an indefinite period of time. The exception is FlexiSTUDENT package, which can be subscribed for a maximum period of one year.

For every banking service included in the offer of a particular type of the FlexiPLUS package, the Bank and the Client shall contract a separate agreement. The Client agrees to subscribe a non-banking service included in specific types of FlexiPLUS package by signing a statement of consent in the Application form, or by any other appropriate method if the agreement is concluded through other channels, or by accepting the modified General terms and conditions of RBA FlexiPLUS packages (hereinafter referred to as the General Terms), if the modifications serve to change the contents of the subscribed package in relation to the non-banking service.

The Bank can decide not to contract the FlexiPLUS package with a Client, without being subject to explaining any such decision.

III. FEES

For using the FlexiPLUS package the Client shall pay unique monthly fee in keeping with the Transaction Fees for Private Individuals, which are part of the Frame Agreement made between the Client and the Bank.

The fee amount depends on the type of the agreed FlexiPLUS package, and it has been defined under the Decision on Service Fees of the Bank. The fee calculation method is regulated by Interests and Fees Calculation Rules of the Bank.

Every banking service included in the offer of an individual type of the FlexiPLUS package can be contracted also separately, and as such it shall be subject to the fees as under the PI Business Fees.

A Client using the FlexiPLUS package shall not pay specific individual fees for services included in a particular FlexiPLUS package type, or such services will be provided at a more favourable rate for them respectively. Exemption from fees for current account, or fee discount, is stated in every package, for every individual service that is not charged / charged at a discount.

The Client authorizes the Bank to charge the monthly fee for the use of the FlexiPLUS package against the assets held in the Client's current account, without seeking any further consent of the Client, and the Bank shall inform the Client of such charge in an account statement sent to the Client.

IV. TYPES AND CONTENT OF THE FlexiPLUS PACKAGE

a) Types of FlexiPLUS package, and covered specific services, subject to a unique monthly fee as set in the Decision on Service Fees of the Bank for specific package types:

- **FlexiSTART**, which includes the following services:

Services free of charge:

Banking services: current account management, current account debit cards of the Client and of the authorised person/s, Foreign Currency Account management, debit card of the Client and of the Authorised Person in the Foreign Currency Account, Kuna Giro Account management, Foreign Currency Giro Account management, Kuna a Vista Savings Account opening, disposing of an Account by the Authorised Person (referring to Foreign Currency Account, Kuna Giro Account and Foreign Currency Giro Account), bonus of up to 100% for the granted basic amount of the tacit overdraft in the Current Account, *On-line* banking

(RBA internet and RBA mobile banking), eBroker, standing order from current account in favour of private individuals within the Bank.

Additional non-banking service: insurance in case of death due to accident or illness.

The Service at special favorable fee: 50% lower fee for national credit transfer in kuna from current account in favour of accounts held in other banks through *On-line* banking (RBA internet and RBA mobile banking).

- **FlexiSENIOR**, can be agreed and used only by the Client who receives to the current account in the Bank their retirement pension/disability pension and contains the following services:

Services free of charge:

Banking services: current account management, the Client's current account debit card, bonus of up to 200% for the granted basic amount of the tacit overdraft in the Current Account, credit card (of the Client's choice, except Visa Gold and/or Visa Platinum credit card), *On-line* banking (RBA internet and RBA mobile banking), eBroker, mDIREKT Credit Cards, standing order from current account in favour of private individuals within the Bank.

Additional non-banking services: insurance in case of death due to accident, assistance service - help at home.

The Service at special favorable fee: 50% lower fee for national credit transfer in kuna from current account in favour of accounts held in other banks through *On-line* banking (RBA internet and RBA mobile banking).

- **FlexiSTUDENT**, can be contracted by a Client of up to 27 years of age, who can provide evidence of their student status, and the package includes the following services:

Services free of charge:

Banking services: current account management, the Client's current account debit card, Kuna Giro Account management, disposing of an Account by the Authorised Person (referring to Kuna Giro Account), credit card of the Client's choice Mastercard or Visa Classic, *On-line* banking (RBA internet and RBA mobile banking), eBroker, standing order from current account in favour of private individuals within the Bank.

The Service at special favorable fee: 50% lower fee for national credit transfer in kuna from current account in favour of accounts held in other banks through *On-line* banking (RBA internet and RBA mobile banking).

- **FlexiPREMIUM PLUS**, can be arranged and used by the Premium Client, and it contains the following services:

Services free of charge:

Banking services: current account management, current account debit cards of the Client and of the authorised person/s, Foreign Currency Account management, debit card of the Client and of the Authorised Person in the Foreign Currency Account, Kuna Giro Account management, Foreign Currency Giro Account management, Kuna a Vista Savings Account opening, disposing of an Account by the Authorised Person (referring to Foreign Currency Account, Kuna Giro Account and Foreign Currency Giro Account), bonus of up to 200% for the granted basic amount of the tacit overdraft in the Current Account, Visa Platinum credit card, Visa Platinum PLUS, *On-line* banking (RBA internet and RBA mobile banking), eBroker, mDIREKT Account Balance, mDIREKT Credit Cards and the following payment orders from current account: standing order in favour of private individuals with the Bank, standing order/direct debit/SEPA direct debit in favour of transaction accounts of business entities with the Bank, national credit transfer in kuna from current account in favour of accounts with other banks through *On-line* banking (RBA internet and RBA mobile banking).

Additional non-banking product or service: assistance service help on the road.

Additional non-banking service for Visa Platinum PLUS: additional health insurance, travel and health insurance with insurance in case of death due to accident and Priority Pass service as gift.

- The **FlexiFIT** includes the following services:

Services free of charge:

Banking services: current account management, current account debit cards of the Client and of the authorised person/s, Foreign Currency Account management, debit card of the Client and of the Authorised Person in the Foreign Currency Account, Kuna Giro Account management, Foreign Currency Giro Account management, Kuna a Vista Savings Account opening, disposing of an Account by the Authorised Person (referring to Foreign Currency Account, Kuna Giro Account and Foreign Currency Giro Account), bonus of up to 200% for the granted basic amount of the tacit overdraft in the Current Account, credit card (of the Client's choice, except Visa Platinum credit card), *On-line* banking (RBA internet and RBA mobile banking), eBroker, mDIREKT Account Balance, mDIREKT Credit Cards and the following payment orders from current account: standing order in favour of private individuals with the Bank, standing order/direct debit/SEPA direct debit in favour of transaction accounts of business entities with the Bank, national credit transfer in

kuna from current account in favour of accounts with other banks through *On-line* banking (RBA internet and RBA mobile banking).

Additional non-banking service: select between voluntary health insurance or the assistance service (including help at home and on the road).

- The **FlexiSPECIJAL** can be agreed and used by the Client employed with the employer who has contracted the business co-operation agreement with the Bank, and it contains the following services:

Services free of charge:

Banking services: current account management, current account debit cards of the Client and of the authorised person/s, Foreign Currency Account management, debit card of the Client and of the Authorised Person in the Foreign Currency Account, Kuna Giro Account management, Foreign Currency Giro Account management, Kuna a Vista Savings Account opening, disposing of an Account by the Authorised Person (referring to Foreign Currency Account, Kuna Giro Account and Foreign Currency Giro Account), bonus of up to 200% for the granted basic amount of the tacit overdraft in the Current Account, credit card (of the Client's choice, except Visa Platinum credit card), *On-line* banking (RBA internet and RBA mobile banking), mDIREKT Credit Cards and the following payment orders from current account: standing order in favour of private individuals with the Bank, standing order/direct debit/SEPA direct debit in favour of transaction accounts of business entities with the Bank, national credit transfer in kuna from current account in favour of accounts with other banks through *On-line* banking (RBA internet and RBA mobile banking).

Additional non-banking service: voluntary health insurance and the assistance service help on the road.

- **FlexiSPECIJAL PLUS**, can be agreed and used by the Client employed in the capacity of a key employee or a member of the management with the employer who has contracted the business co-operation agreement with the Bank, and it contains the following services:

Services free of charge:

Banking services: current account management, current account debit cards of the Client and of the authorised person/s, Foreign Currency Account management, debit card of the Client and of the Authorised Person in the Foreign Currency Account, Kuna Giro Account management, Foreign Currency Giro Account management, Kuna a Vista Savings Account opening, disposing of an Account by the Authorised Person (referring to Foreign Currency Account, Kuna Giro Account and Foreign Currency Giro Account), bonus of up to 200% for the granted basic amount of the tacit overdraft in the Current Account, Visa Platinum credit card, Visa Platinum PLUS, *On-line* banking (RBA internet and RBA mobile banking), eBroker, mDIREKT Credit Cards and the following payment orders from current account: standing order in favour of private individuals with the Bank, standing order/direct debit/SEPA direct debit in favour of transaction accounts of business entities with the Bank, national credit transfer in kuna from current account in favour of accounts with other banks through *On-line* banking (RBA internet and RBA mobile banking).

Additional non-banking product or service: assistance service help on the road.

Additional non-banking service for Visa Platinum PLUS: additional health insurance, travel and health insurance with insurance in case of death due to accident and Priority Pass service as gift.

b) The Client will be entitled to ORYX Assistance benefit in the scope which is offered as part of a FlexiPLUS package once the Bank has delivered to ORYX a request to activate membership in ORYX Assistance. By accepting these General Terms the Client with a FlexiPLUS package which contains a non-banking service, the Home Assistance and/or the Roadside Assistance, accepts the General terms and conditions of ORYX Assistance benefit received from the Bank, and consents and agrees that the Bank may send the aforementioned request to ORYX and forward the client's personal details to ORYX Grupa d.o.o. to the extent necessary for the purpose of granting rights and benefits to which the client is entitled through membership in ORYX Assistance.

c) The FlexiPLUS packages that are no longer available through offers:

- **FlexiPREMIUM**, contains the following services:

Services free of charge:

Banking services: current account management, current account debit cards of the Client and of the authorised person/s, bonus of up to 200% for the granted basic amount of the tacit overdraft in the Current Account, Visa Gold credit card, *On-line* banking (RBA internet and RBA mobile banking), eBroker, mDIREKT Account Balance, mDIREKT Credit Cards and the following payment orders from current account: standing order in favour of private individuals with the Bank, standing order/direct debit/SEPA direct debit in favour of transaction accounts of business entities with the Bank.

Additional non-banking service: additional health insurance, travel and health insurance with insurance in case of death due to accident (for the Visa Gold Credit Card Holder).

The Service at special favorable fee: 50% lower fee for national credit transfer in kuna from current account in favour of accounts held in other banks through *On-line* banking (RBA internet and RBA mobile banking).

- The **FlexiLINK** includes the following services:

Services free-of-charge:

Banking services: Current Account management current account debit cards of the Client and of the authorised person/s, bonus of up to 200% for the granted basic amount of the tacit overdraft in the Current Account, credit card (of the Client's choice except the Visa Gold and/or Visa Platinum credit card), *On-line* banking (RBA internet and RBA mobile banking), eBroker, mDIREKT Account Balance, mDIREKT Credit Cards and the following payment orders from current account: standing order in favour of private individuals with the Bank, standing order/direct debit/SEPA direct debit in favour of transaction accounts of business entities with the Bank.

The Service at special favorable fee: 50% lower fee for national credit transfer in kuna from current account to accounts with other banks through *On-line* banking (RBA internet and RBA mobile banking).

- **FlexiIDEAL**, which includes the following services:

Services free of charge:

Banking services: current account management, current account debit cards of the Client and of the authorised person/s, bonus of up to 200% for the granted basic amount of the tacit overdraft in the Current Account, credit card (of the Client's choice, except Visa Gold and/or Visa Platinum credit card), *On-line* banking (RBA internet and RBA mobile banking), eBroker, mDIREKT Account Balance, mDIREKT Credit Cards and the following payment orders from current account: standing order in favour of private individuals with the Bank, standing order/direct debit/SEPA direct debit in favour of transaction accounts of business entities with the Bank.

Additional non-banking service: additional health insurance

The Service at special favorable fee: 50% lower fee for national credit transfer in kuna from current account in favour of accounts held in other banks through *On-line* banking (RBA internet and RBA mobile banking).

- **FlexiGOLD**, which contains the following services:

Services free of charge:

Banking services: current account management, current account debit cards of the Client and of the authorised person/s, bonus of up to 200% for the granted basic amount of the tacit overdraft in the Current Account, Visa Gold credit card, *On-line* banking (RBA internet and RBA mobile banking), eBroker, mDIREKT Account Balance, mDIREKT Credit Cards and the following payment orders from current account: standing order in favour of private individuals with the Bank, standing order/direct debit/SEPA direct debit in favour of transaction accounts of business entities with the Bank.

Additional non-banking service: additional health insurance, travel and health insurance with insurance in case of death due to accident (for the Visa Gold Credit Card Holders).

The Service at special favorable fee: 50% lower fee for national credit transfer in kuna from current account in favour of accounts held in other banks through *On-line* banking (RBA internet and RBA mobile banking).

V. TERMINATION OF USE OF THE FlexiPLUS PACKAGE

The use of the FlexiPLUS package may be terminated by:

- by cancellation, which any of the contractual parties can perform by way of a written notice to the other party, with a 10-day notice period. Notice period shall begin as on the day on which the Bank delivers such registered letter of notice at the post office, or in the case of the Account Holder making the termination, as on the day on which they give their Statement of Termination directly to the Bank at a branch or at the Filing and Registration Office, or when the Bank receives their Statement of Termination sent by post, in which case the Account Holder's signature on the Statement of Termination shall be notarized,
- upon expiration of the term of the Frame Agreement on Current Account Opening and Management,
- upon expiration of the period for which FlexiSTUDENT package services were arranged.

The use of the FlexiPLUS package may cease also upon termination by the Bank, if the fee for use of the FlexiPLUS package is past due for three consecutive months. In this case no notice period will be applied, and the Agreement shall cease as on the day of the Bank delivering such registered letter of notice at the post office.

VI. FINAL PROVISIONS

These General Terms and Conditions for RBA FlexiPLUS package Transactions (hereinafter: the General Terms and Conditions) shall be deemed an agreement made for an indefinite period, save for the FlexiSTUDENT package service which is agreed for the maximum period of one year.

The Agreement which, according to the provisions of these General Terms and Conditions, is entered into by submitting an Application form, shall be deemed as being made on the day on which the Bank accepts the signed FlexiPLUS package application form, and the Bank shall issue to the Client a confirmation that the service has been arranged.

By signing the Application form, the Client accepts the General Terms and Conditions and acknowledges the Transaction Fees for Private Individuals.

The Bank reserves the right to amend these General Terms and Conditions.

If the Bank amends the General Terms and Conditions, the amended General Terms and Conditions shall be available in the written form in the Bank retail outlets.

If the Client refuses to accept the amended General Terms and Conditions, the Client shall be required to terminate the FlexiPLUS package service.

The Client shall be deemed as having accepted the amended General Terms and Conditions, unless the Client terminates the FlexiPLUS package service within 15 days from the moment the amended General Terms and Conditions were made available.

These General Terms and Conditions shall apply together with all the provisions of the Frame Agreement and other General Terms and Conditions and/or agreements regulating particular banking and additional services included in the FlexiPLUS package.

Complaints referring to the provided banking services are submitted by the Client to the Bank within the periods and in the manner as agreed under the contractual provisions of every individual agreement that regulates the respective service. Complaints referring to the provided non-banking services within the package are submitted by the Client to the respective service provider directly.

The contractual parties shall attempt to resolve any dispute by mutual agreement. In case court proceedings are instituted to resolve any dispute that may arise from the provisions of these General Terms and Conditions, the court in Zagreb shall have jurisdiction.

The laws of the Republic of Croatia shall be relevant and applicable for the interpretation of the provisions of these General Terms and Conditions, and in case of any dispute.

These General Terms and Conditions shall become effective as of **16th May, 2019**