

# General Terms and Conditions of Term Deposits of Private Individuals

(effective as of 02.02.2021.)

## I. SCOPE OF IMPLEMENTATION

1. General Terms and Conditions of Term Deposits of Private Individuals in Raiffeisenbank Austria d.d. (hereinafter: the General Terms and Conditions) set out the rights and obligations of a contract between Raiffeisenbank Austria d.d. (hereinafter: the Bank) and a private individual client who is acting for the purposes which are outside his trade or freelance profession (hereinafter: the Consumer), who enters into a Term Deposit Agreement with the Bank (hereinafter: the Depositor), as well as the rights and obligations of persons who represent the Depositor (authorised person or attorney, legal representative, guardian).
2. The General Terms and Conditions complement the provisions of an individual Term Deposit Agreement and apply together with the provisions of such Agreement. In case of discrepancies between the provisions of these General Terms and Conditions and contractual provisions, the contractual provisions of the respective Agreement shall prevail.

## II. DEFINITION OF TERMS

1. A term deposit is a deposit of money, which the Consumer, who may be a domestic or a foreign physical person, places with the Bank as a savings deposit for a fixed term, in the local currency or in a foreign currency. Foreign currencies which are eligible for investment on a term deposit are specified in the Decision on Interest Rates of the Bank.
2. A term deposit is the financial liability of the Bank, and it is payable upon expiration of the agreed fixed term.

## III. OPENING A TERM DEPOSIT

1. The Bank opens a term deposit for the Consumer, a domestic and foreign physical person, who enters into a Term Deposit Agreement with the Bank (hereinafter: the Agreement) and lodges a deposit of money. The Bank may issue a savings book for the term deposit along with the Term Deposit Agreement.
2. If a term deposit is opened for an individual without legal capacity, then:
  - for a minor, the Agreement is made and executed on his or her behalf and account by the legal representative
  - for persons without legal capacity or other persons under guardianship, the Agreement is made and executed by the guardian.
3. The term deposit is registered in the name of the deposit holder. The Depositor may maintain several term deposits with the Bank.
4. Minimum initial balance that can be invested on a term deposit is determined in the Decision on Interest Rates of the Bank.
5. The Bank maintains records of open savings deposit data in its own account register, and forwards them also to the Unified Account Register kept by the Financial Agency (hereinafter: the FINA) in keeping with relevant regulations.
6. The Bank collects and processes the Depositor's personal information in keeping with applicable regulations which govern the personal data protection. Information about the rights and obligations related to gathering and processing of personal data, purpose and legal grounds for processing, as well as information about the rights and obligations of Depositors and other persons whose personal data are processed, information on security and protection measures applying to processed data, including any other information that the Bank acting in the capacity of the Controller is required to provide to Depositors, are listed in the "Personal Data Handling Rules of Raiffeisenbank Austria d.d." (hereinafter referred to as the Rules), which are available on the Bank's official web page [www.rba.hr](http://www.rba.hr) and in branch offices. By accepting these General Terms and Conditions and by executing the Agreement the Depositor acknowledges receipt of all of the aforementioned information through the Rules.  
Information about clients of the Bank, and the facts and circumstances that have become known to the Bank in the course or as a result of performing services to clients and transacting with an individual client represent banking secret and may be disclosed by the Bank to third parties only in cases prescribed by law. In keeping with the Bank's legal obligations pertaining to risk management, the Bank shall forward

such information to members of Raiffeisen Group abroad for the purpose of establishing a joint customer database.

The Bank shall request all persons to which it forwarded the confidential data in accordance with the above provisions to act in accordance with the applicable legal duties concerning the protection of banking secret and data protection requirements and to refrain from disclosing such information and data to third parties, except in cases governed by the law.

7. The above provision refers and applies in the same way to legal representatives, guardians and authorised persons designated to operate term deposits, as well as to other physical persons whose data are gathered and processed by the Bank in connection with the contracting and executing of the Term Deposit Agreement.
8. The Bank insures term deposit funds with the deposit insurance agency in keeping with legal regulations governing deposit insurance.

#### **IV. TYPES OF TERM DEPOSITS**

A term deposit can be placed as a non-purpose deposit or a security deposit.

A term deposit can be contracted as a short-term or long-term fixed deposit.

A term deposit can be contracted for a fixed term without possibility of automatic rollover of the Agreement.

##### **1. General purpose term deposit invested in lump-sum**

- 1.1. General purpose term deposit invested in lump-sum can be lodged with a fixed maturity term without automatic renewal (rollover).
- 1.2. The Bank and the Depositor will make a separate Agreement for each amount invested on a term deposit.

##### **2. General purpose term deposit with multiple investments**

- 2.1. General-purpose term deposit with multiple investments is a special form of non-purpose term deposit which enables the Depositor to increase the total deposit amount by making recurring subsequent investments of additional funds in the term deposit, without having to execute separate term deposit agreements or annexes to the existing agreement.
- 2.2. The Depositor must keep the originals of the signed transaction confirmation slips as well as the evidence of subsequent investments. Otherwise, the Depositor agrees and acknowledges that it is only the business records of the Bank that are conclusive, valid and relevant for the purpose of determining the deposit balance, amounts and dates of subsequent investments, and any other data in respect of the term deposit account movements and balance.
- 2.3. A general purpose term deposit with multiple investments option may be placed for a fixed term without automatic rollover of the Agreement.

##### **3. General purpose term deposit with premium<sup>1</sup>**

- 3.1. A non-purpose term deposit with premium is a special form of a non-purpose savings deposit, for which the Bank and the Depositor negotiate an option to make a single payment or multiple payments in specified intervals, applicable terms and conditions, the amount of payments, and, in addition to regular interest rate, the premium amount and the requirements to fulfill in order to be entitled to premium payment, and any other relevant conditions.
- 3.2. If the Bank issues a savings book along with the Agreement on term deposit with premium, entries into the savings book certified with the Bank's seal and with the authorised person's signature will be conclusive evidence of the investments or withdrawals made on the account and the deposit balance.
- 3.3. When no savings book is issued with the Agreement, the Depositor is required to keep the original signed transaction confirmation slips which will be conclusive evidence of the executed payments. Otherwise, the Depositor agrees and acknowledges that it is only the business records of the Bank that are valid and relevant for the purpose of determining the deposit balance, amounts and dates of subsequent investments, and any other details in respect of the term deposit account movements and balance
- 3.4. A general-purpose term deposit with premium cannot be contracted with the automatic renewal clause.

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<sup>1</sup> As of the date of application of these General Terms and Conditions, the Bank does not conclude any new agreements on non-purpose savings deposits with a premium.

#### **4. Term deposit as security**

- 4.1. A security term deposit is a specific form of a special-purpose term deposit which is used as security for payment of any claims of the Bank in respect of loans, guarantees, credit cards and other facilities.
- 4.2. Terms and conditions of the security term deposit will be set out in a special decision of the Bank and in the Security Deposit Agreement.
- 4.3. Under the Security Deposit Agreement, the term deposit is pledged in favor of the Bank as collateral to secure the Bank's claims from the Depositor or from a third party in respect of the facilities referred to in the previous paragraphs.
- 4.4. Upon satisfaction of the secured claim, the Bank has the right at its discretion to terminate the Security Deposit Agreement prior to the original maturity.

### **V. ACCESSING TERM DEPOSIT FUNDS and ACCOUNT OPERATION**

#### **1. Accessing general purpose term deposit funds**

- 1.1. Access to non-purpose term deposit funds is permitted upon expiration of the agreed maturity if it is not contrary with the specific agreement or regulation.
- 1.2. The Depositor can request early termination of Term Deposit Agreement. A request for early termination of the agreement can be given in person in the branch office of the Bank or via iDIREKT Internet banking service, if the Depositor has subscribed to use the service.
- 1.3. In case of early termination of the Agreement term deposit funds may be accessed even before the expiration of the agreed term (early redemption or withdrawal of the term deposit), subject to the following conditions: if the request is submitted by the client in person in a retail outlet then on the same business day, or, if the request is submitted via iDIREKT and received by 16.00 hrs then on the same business day, and if received after 16:00 hrs, then on the first following business day.
- 1.4. Upon expiration of the agreed term, or in case of early withdrawal or redemption of the term deposit, the term deposit funds and the accrued interest are paid out in accordance with the instructions set out in the agreement (either transferred to an account or disbursed in cash)
- 1.5. In case Deponent does not have contracted transfer account or it has been closed without alternative transfer instruction or there are other circumstances requiring different procedure (e.g. regulatory prohibition on disposal of assets, death of Deponent, etc....), after maturity date term deposit will not be renewed. A vista interest rate for specific currency will be calculated and added to the Deponent's assets.
- 1.6. In case the account nominated for the transfer of the term deposit funds and interest is closed during the fixed term period within an account switching process in accordance with the Act on Interest Rate Comparability, Account Switching and Access to Master Account, the Depositor who signs a power of attorney for the account switching service including a request to close the nominated account will be deemed as having requested the change of the agreed method for disbursement of term deposit funds, and then the accrued interest and the funds will be paid in cash instead of being transferred to the nominated account.
- 1.7. The Depositor (or legal representative or guardian) and the Authorised Person operate the term deposit account within the available balance.
- 1.8. The term deposit funds can be accessed in the RBA business network and via RBA Direkt services in keeping with the specifically agreed terms and conditions.
- 1.9. The Bank is authorized to temporarily disable the disposal of term deposit funds, as well as subsequent investments that increase the amount of term deposits with multiple investments, in the event that the Depositor, at the request of the Bank, has not provided the requested data or documentation which are, in accordance with the applicable rules on the prevention of money laundering and terrorist financing and/or with general regulations of the Bank adopted on the basis of these regulations, necessary for the establishment and/or continuation of the business relationship between the Depositor and the Bank.
- 1.10. In case of early termination closure of the term deposit the interest rate set out in the Bank's Decision on Interest Rates will apply.
- 1.11. The early termination fee is charged in accordance with the Decision on Service Fees.

#### **2. Accessing security deposit funds**

Funds kept on security deposit may only be accessed at expiration of the original maturity or upon early termination of the Agreement, provided that all of the Bank's claims which are secured by the deposit pledge have been satisfied, provided that it is not contrary with the regulation.

## **VI. REPRESENTATION**

1. The Depositor may authorise one or more physical persons with legal capacity to operate the term deposit account and access funds.
2. The form of the power of attorney and the conditions which the Authorised Person must fulfill are determined by the Bank. The Depositor has an obligation to advise the Authorised Person of the provisions of these General Terms and Conditions.
3. The power of attorney is given at the time of making of the Agreement or at a later time in the presence of an authorized staff member of the Bank. A power of attorney is also considered to be valid if issued with the appropriate wording and certified by a public notary or at a diplomatic or consular representative office of the Republic of Croatia in a foreign country or at another competent office.
4. The Authorised Person is entitled to exercise the same rights and obligations as the Depositor with regard to the operation of term deposit funds, however, the Authorized Person is not permitted to change Depositor information and make amendments to terms of the Agreement, or to authorize a third party to manage term deposit funds, unless being explicitly authorized by a special power of attorney issued by the Depositor to do the mentioned acts.
5. The power of attorney expires upon revocation in writing by the Depositor or by a written cancellation notice given by the Authorised Person, upon loss of legal capacity or death of the Depositor or the Authorised Person, by early termination or expiration of the Agreement. The Power of Attorney Revocation Notice shall take legal effect when received by the Bank.
6. In case of termination or expiration of the power of attorney, all authorisations given to the Authorised Person by Power of Attorney shall cease to be effective. Revocation or termination of the Power of Attorney by other means has no effect on the transactions which the Authorised Person had executed before the Bank received information of the termination or expiration of the power of attorney.
7. The Legal Representative may appoint another person to operate the term deposit account by a power of attorney.
8. The Guardian may not authorise any another person to operate the term deposit.

## **VII. INTEREST AND FEES**

1. Interest rates and fees, calculation method and change of interest rates and fees, interest compounding, terms and conditions for interest and premium payout and deposit maturity are defined in the Interest and Fee Calculation Rulebook, the Decision on Interest Rates and the Decision on Service Fees of the Bank. The Interest and Fee Calculation Rulebook is available on the Bank's official web page [www.rba.hr](http://www.rba.hr) and the Extract from the Decision on Interest Rates and the Extract from the Decision on Service Fees are also available in all branch offices.
2. By executing any Agreement made between the Bank and the Depositor, the Depositor agrees to the application of the Interest and Fee Calculation Rulebook, the Decision on Interest Rates and the Decision on Service Fees, as amended from time to time during the term of the business relationship between the Depositor and the Bank.
3. The Bank will charge, deduct and pay interest income tax advance in respect of the accrued interest, in accordance with applicable regulations. The Depositor must notify the Bank without delay of any change of permanent or temporary residence if relevant to the taxation, and furnish the required evidence thereof on request. The Depositor also undertakes, as and when requested by the Bank to provide any other information and documentation required for tax calculation. Otherwise the Depositor is liable for any damage that may arise for the Bank due to incorrect or inaccurate tax calculation resulting from the failure to perform the aforementioned undertaking. By executing the agreement the Depositor allows and authorizes the Bank to charge the amount of any damage so caused and any costs in this connection, without seeking further consent or making further inquiries, to any of the Depositor's accounts maintained at the Bank.
4. Interest and premium, net of interest income tax advance, are paid out in accordance with the instructions set out in the Agreement made between the Bank and the Depositor.
5. The Bank shall notify the Depositor of interest rate changes and adjustments in accordance with applicable regulations.
6. The Depositor will be deemed as having been notified of the interest rate change as of such date on which the changed interest rates are publicized or made available in the Bank's branch offices and/or on the Bank's official web site [www.rba.hr](http://www.rba.hr).
7. The Bank offers fixed interest rates for term deposits (with maximum maturity of 3 years).

## **VIII. TERM DEPOSITS WITH AUTOMATIC ROLLOVER CLAUSE**

1. Term deposits with automatic rollover clause contracted before **07.22.2019.** will be renewed with same maturity (primary maturity term), under conditions applicable on the last maturity day. New maturity term will start on the last maturity day of the previous term and will expire on the last day of the renewed maturity term.
2. For term deposits invested before 01.09.2013 at a variable interest rate and with automatic rollover option, the term deposit agreement will be renewed at a fixed interest rate applicable on the expiration date of deposit maturity for the respective currency and amount of the term deposit.
3. For general purpose terms deposits invested at a fixed interest rate and automatic rollover option, the fixed rate is determined at each rollover. The agreed interest period ends at maturity of term deposit, and a new interest period starts with the automatic rollover or automatic renewal of the term deposit.
4. Rollover (automatic renewal) is subject to the application of the interest rate offered by the Bank for new term deposit agreements in accordance with the Decision on Interest Rates.

## **IX. REPORTING**

1. The Bank notifies the Depositor on the balance and movements in term deposit account by giving an Account Statement to the agreed address at least once a year or makes the relevant information available to the Depositor by using other agreed methods (e.g. through RBA Direkt service).
2. The Account Statement contains information on recorded transactions and balance of the term deposit on the date of generating the statement.
3. The Depositor must immediately inform the Bank of changes of address and other recorded personal data.
4. All bank statements that the Bank sends to the Depositor by post are deemed to be duly delivered if dispatched to the last address communicated by the Depositor to the Bank.
5. The Depositor can provide notice of change of address for delivery of account statements personally by visiting a branch office of the Bank, in writing, by exchanging authorized messages through the subscribed RBA DIREKT services and by telephone in a recorded phone call to the Contact Center.
6. During the term of the Agreement the client may change the agreed method for delivery of account statements, by giving notice in writing, by exchanging authorized messages through the subscribed RBA DIREKT services and by telephone in a recorded phone call to the Contact Center of the Bank, and such recorded conversations may be used as evidence in judicial and any other proceedings.

## **X. COMMUNICATIONS**

1. The communications between the Bank and the Depositor are exchanged in the Croatian language unless otherwise agreed.
2. Any notices and communications can be given by the Depositor to the Bank using one of the following methods: in writing, personally in any of RBA branch during office hours of the respective branch office, by phone through the Contact Center, and, for users of RBA direct service, by sending authorized messages through the subscribed service. This general provision does not apply to notices and communications for which a specific communications channel has been expressly agreed upon. Written communications which are sent by post must be addressed to the registered seat of the Bank provided initially herein.
3. Documents and notices given by the Depositor in a foreign language which is not expressly agreed upon must be given to the Bank as a certified translation into the Croatian language.
4. For the purpose of fulfilling the contractual or statutory duties of reporting or providing notification to Depositor, the Depositors must promptly inform the Bank of any change of address or other agreed-upon contact details for delivery of notices and communications (for instance, electronic mail address, and other similar details).
5. Any notices that the Bank gives by post in accordance with the provisions of the Master Agreement are deemed to be duly delivered if dispatched to the last address communicated by the Depositor to the Bank.
6. The Depositor may inform the Bank of the change of address or other contact details by using any notification method set out in section 2 of this Chapter.
7. By accepting these General Terms and Conditions the Depositor has been advised and agrees that the phone conversations with the Contact Center of the Bank are recorded for service improvement purposes and that the recordings may serve as evidence in case of a dispute arising between the Depositor and the Bank. By accepting these General Terms and Conditions the Depositor agrees that the notice regarding the change of address given by a telephone call to the Contact Center will be deemed as duly received and that based on such telephone conversation the Bank can update its own

records with the information about the Depositor's address, telephone numbers, e-mail addresses and other contact details, which may be used by the Bank to give to the Depositor the agreed and/or mandatory notices (including account statements) using one of the agreed-upon methods, and to contact and communicate with the Depositor for marketing purposes if the Depositor has given the appropriate consent for it in writing.

8. Any damage that may arise from or as a result of the dispatching of notices by post, facsimile, electronic mail or any other means of remote communications, due to loss, delay, misunderstanding, error or changes in transmission, shall be charged to the Depositor if the Bank can demonstrate to have acted with due care and diligence of a prudent business person and professional.
9. For the purpose of these General Terms and Conditions, the agreed-upon method of delivery and/or notification includes also the delivery of all types of notices, which have been agreed upon or stipulated by mandatory legal regulations, by a method selected or agreed upon by the Depositor, which includes giving notices in writing to the address set out in the Agreement or to any other contact address provided by the Depositor, or providing the respective notification by electronic mail or through RBA direct services or in branch offices of the Bank.
10. If the Depositor selects the Bank's branch office as the distribution channel agreed upon for receipt of notices, the Depositor undertakes to seek or obtain information concerning the operation of his or her account and any other notices referred to in this section, from the Bank directly or through another distribution channel and waives the right of objection or dispute that may arise as a result of the selected method and frequency of notification.

## **XI. TERM DEPOSIT ACCOUNT FREEZE**

1. The Bank will freeze the term deposit account upon receipt of information about the death or loss of business capacity of the Depositor until a Guardian is appointed to operate the term deposit, or upon receipt of a request for payment execution against the Depositor's funds, submitted by FINA in keeping with the Act on the implementation of the enforcement of monetary assets, or by other bodies based on statutory powers.
2. For the purpose of satisfying any past due outstanding amounts payable by the client to the Bank, the Depositor agrees that the Bank may set off the past due amounts against the Depositor's funds placed on term deposit account in the Bank.
3. In that case the Depositor agrees and authorizes the Bank to cancel the entire term deposit before maturity date and transfer the funds to a sight deposit account.
4. The Depositor consents that in that case the Bank may convert the term deposit funds in kuna or foreign currency into the currency in which the Bank's claims are denominated.

## **XII. TERMINATION OF AGREEMENT**

1. The Agreement shall be terminated upon expiration of the agreed deposit maturity or upon cancellation.
2. The Bank shall be entitled to cancel the Agreement without giving prior notice in the event of default on any contractual obligation by the Depositor, if the Depositor fails to comply with legal regulations applicable to this, or any other, business relationship between the Depositor and Bank, if the Depositor performs acts which harm or threaten to harm the Bank's reputation, if the Depositor acts contrary to mandatory regulations of the Republic of Croatia and/or EU legislation and moral and ethical standards if the Bank determines or suspects any violation of the provisions of the Anti-Money Laundering and Counter-Terrorist Funding Act, if the Depositor fails, upon the Bank's demand, to provide the requested information or documents required by applicable regulations and internal rules of the Bank, including the documents required to determine the Depositor's FATCA status, or to provide statements, approvals, certificates and other documents in keeping with FATCA<sup>2</sup> and CRS<sup>3</sup> rules and regulations. In

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<sup>2</sup>FATCA (Foreign Account Tax Compliance Act) is the treaty made between the Government of the United States of America and the Government of the Republic of Croatia for the purpose of improving taxation on the international level and implementing FACTA regulation. FATCA implementation is governed by the Act on Mutual Administrative Assistance in Tax Matters

<sup>3</sup>CRS (Common Reporting Standard) is the common information standard for the automatic exchange of tax and financial account information for taxation purposes with respect to financial assets linked with another state with which the Republic of Croatia has made the automatic data exchange agreement. In the Republic of Croatia automatic data exchange is governed by the Act on Mutual Administrative Assistance in Tax Matters.

this event the Agreement shall cease as of the date on which the registered mail containing the written notice of termination of the Master Agreement is submitted at the post office.

3. Upon cancellation of the agreement, the funds in the term deposit account, increased for accrued interest calculated in accordance with the Decision on Interest Rates of the Bank applicable to early termination of term deposits, unless the interest was paid out during the term of the agreement, are treated as the sight deposit and disbursed to the Depositor upon request in any branch office.
4. Upon receipt of notification of death of the Depositor, the Bank will close the term deposit account. Assets will be paid out the heirs on the basis of a final and enforceable Decision on Inheritance or any other decision issued by a competent authority relating to the term deposit funds, as well as to the other persons with rights on assets based on specific agreements (e.g. agreement on support until death/ agreement on lifelong support). Heirs requesting payments following Depositor's death are required to provide necessary documentation per Bank's request to determine and prove their right.

### **XIII. FINAL PROVISIONS**

1. The Bank reserves the right to modify the General Terms and Conditions.
2. If the Bank modifies these General Terms and Conditions, the modified General Terms and Conditions, will be available in the written form in the Bank's branch offices and on the official web site of the Bank: [www.rba.hr](http://www.rba.hr).
3. The modified General Terms and Conditions shall be deemed to have been accepted by the Depositor unless request for early termination of the Agreement on Term deposit is submitted by the Depositor within 15 days from the date on which the modified General Terms and Conditions are made available.
4. Anything not expressly stated in these General Terms and Conditions shall be governed by other bylaws of the Bank and legal regulations which govern private individual term deposits.
5. In the event that the provisions of these General Terms and Conditions are amended by new statutory and other regulations, such regulations shall apply until these General Terms and Conditions are modified and amended.
6. Any disputes resulting from the provisions of these General Terms and Conditions shall be resolved by mutual agreement between the Depositor and Bank, and if such resolution fails, disputes shall be referred to the court with territorial jurisdiction for the Bank.
7. These General Terms and Conditions shall be effective as of 02.02.2021.