

GENERAL TERMS

FOR USE OF RBA EBROKER SERVICE

Raiffeisenbank Austria d.d.

January 2023.

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Definitions

The following terms used herein shall have the meanings as set forth below, unless provided otherwise by the context:

Bank	Raiffeisenbank Austria d.d. Magazinska cesta 69 10000 Zagreb Hrvatska Tel: +385 1 4566 466 072 62 62 62 E-mail: info@rba.hr Internet: www.rba.hr Swift: RZBHHR2X IBAN: HR0624840081000000013 MBS: 080002366 OIB: 53056966535
Stock Exchange	Zagrebačka burza d.d. (Zagreb Stock Exchange)
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, having subscribed to RBA DIREKT SERVICE.
Fee	Fees for RBA brokerage and/or custody services that are made available to each Client when contracting the said service in the RBA business network and at www.rba.hr. The client and the RBA may also negotiate fees other than those available on RBA website.
Authorized user	User of RBA eBroker services described in these General Terms and Conditions who is authorized to do so by the Client, who receives a device to access RBA eBroker service of the Client, through the agreed RBA DIREKT service
Application	Request to use RBA DIREKT service
Brokerage account cash	Brokerage account on 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: HR1824840081300069103.
RBA DIREKT services	Online banking (RBA Internet banking)
RBA eBroker service	RBA eBroker service or RBA eBroker
CDCC	Središnje klirinško depozitarno društvo d.d. (Central Depository and Clearing Company), Zagreb, Heinzlova 62a, local central depository

Preliminary provisions

1. These General Terms and Conditions for the use of RBA eBroker service (hereinafter: "General Terms and Conditions") regulate the rights, obligations and terms of use of RBA eBroker services provided by the Bank to clients.

These General Terms and Conditions are applied in conjunction with the provisions of the Agreement on the purchase or sale of financial instruments, the General Terms and Conditions of Brokerage and Custody Services as amended from time to time during the use of the RBA eBroker service, the Information for investors in financial instruments, the General Terms and Conditions of RBA DIREKT SERVICE for private

individuals and the General Terms and Conditions of RBA DIREKT SERVICE for business entities, and contracts related thereto, and with the Fees for Brokerage and Custody Service Fees (hereinafter referred to as "Fees"), Client Order Execution Policies as well as internal acts of the Bank regulating the provision of investment service - execution of Client orders.

RBA reserves the right to amend these General Terms and Conditions as well as the aforementioned supporting documentation. Any amendments and additions will be published on www.rba.hr no later than fifteen (15) days before the effective application date.

The General Terms and Conditions shall take effect on 01 January 2023.

Arranging the use of RBA eBroker service

2. Any legal person or private individual with legal capacity who has concluded an Agreement on the Order for purchase or sale of financial instruments with the Bank, opened a current account at the Bank (for private individuals) or a transaction account (for legal persons), and subscribed the RBA DIRECT SERVICE can become user of the RBA eBroker service.

The Client arranges the use of RBA eBroker service by signing the Application for RBA eBroker service, requesting the contracting of RBA eBroker service. In the case of Clients which are legal persons (business entities), the Application lists the persons who will be authorized users of RBA eBroker service. The authorized user of RBA eBroker service is the user of RBA eBroker services described in these General Terms and Conditions, who is authorized by the Client, and who receives a Device to access RBA eBroker service of the Client, through the agreed RBA DIREKT service. The Client confirms the accuracy of the data stated in the Application with his/her signature.

The Bank approves the Client's Application form by sending a message through the Client's internet banking and the Agreement on the use of the RBA eBroker service is thus deemed to have been concluded for an indefinite period of time. These General Terms and Conditions and the Application form, provided that it is signed by the Client and approved by the Bank, constitute and have the effect of a contract concluded between the Bank and the Client. By signing the Application form, the Client acknowledges these General Terms and Conditions, which have been provided to the Client, and the Client accepts them in full, together with any amendments. The Client is obliged to inform the Authorized Users of RBA eBroker service with all the rights and obligations arising from these General Terms and Conditions and the documents stated therein.

Upon conclusion of the Agreement on the use of RBA eBroker service, the Bank will enable the Client, and Authorized users, to use the RBA eBroker service, within two (2) working days.

The Bank reserves the right without giving reason, to reject the Application, or the Client's request for contracting RBA eBroker service.

If the Client does not have an account with the Central Depository and Clearing Company (CDCC), and the Bank, in accordance with the General Terms and Conditions for Brokerage and Custody Services, forwards the Client's data in order to open the CDCC account, then the Bank will allow the Client to use RBA eBroker service within two (2) working days from the receipt of the notification from the CDCC about the opening of the account.

Scope

3. RBA eBroker service includes the service of placing orders for purchase and sale of financial instruments on the Stock Exchange, as well as the service of viewing the balance of cash account, monitoring financial instrument price movements, viewing the stock of the portfolio of financial

instruments, viewing the status and execution of orders, placing requests for disbursement of funds from the Brokerage Cash Account, viewing transactions in the cash account, placing a request for registration/deregistration of financial instruments. For the purpose of RBA eBroker service, the financial instrument refers exclusively to shares as transferable securities according to the Capital Market Act which are listed on the Stock Exchange.

The Bank may, independently and without giving explanation, change the type of financial instruments or change specific financial instruments, which the RBA eBroker service relates to. The services, as well as the time limitations, are listed and detailed in the RBA eBroker Service User Manual (hereinafter referred to as the "User Manual"), which are available on the website www.rba.hr. The Bank reserves the right to change the scope and content of the services, as well as the functionality of the RBA eBroker service. The Bank will notify the Client of any changes in the scope and content of RBA eBroker services and functionalities by publishing the amended User Manual on its official website www.rba.hr, or by a message transmitted via RBA eBroker service, or through the agreed communication channel.

4. By signing the Application, the Client agrees to and fully accepts the changes, and the aforementioned changes shall be deemed by the Bank to be known to and accepted by the Client, and the Client may not claim from the Bank any damage caused by such change of the content of the service, unless the Client cancels by written notice the use of the RBA eBroker service upon expiration of the fifteenth (15th) day from the date on which the Bank notified the Client using one of the aforementioned methods, or the Client continues to use the service.

Obligations of the Client

5. The Client is obliged to submit to the Bank in a timely manner (as soon as possible) all changes in the data contained in the Application Form, otherwise the last relevant data kept on record at the Bank will be considered valid. The Bank may not be held liable for damage that may occur to the Client due to the Client's failure to inform the Bank in a timely manner about the change of the above data.

6. When placing orders for the purchase/sale of financial instruments, the Client is obliged to comply with the provisions of the Capital Market Act, the ordinances adopted on the basis of that Act, the rules of the Stock Exchange as well as all other relevant EU regulations governing trading in financial instruments.

The Client and any Authorized user of the RBA eBroker service are obliged to comply with the obligations set out in these General Terms and Conditions and User Manual as amended from time to time.

Limitation of liability

7. The Bank shall not be liable for any damage or loss, which may arise or manifest in the inability to use the RBA eBroker service, data loss, financial loss, etc., which damages or losses may be associated with the use and / or unauthorized use of RBA eBroker services by the Client and / or Authorized users.

8. The Client is aware that RBA eBroker service is a computer system and as such, it is subject to delay, failure or error, and the Client can ensure that an order can be placed through other channels or other service providers in case the RBA eBroker service is unavailable (regardless of the reason).

The Client is aware of and acknowledges the fact that RBA eBroker is a service of the Bank that involves internet transmission and is therefore linked with risks commonly associated with the use of internet. The liability of the Bank for damages arising to the Client due to misuse of computer equipment or software used by the Client and/or the Authorized User to access the contracted RBA eBroker service as well as for

any damage that may arise to the Client due to non-compliance with the provisions of these General Terms and Conditions, User Manual or other documents specified in these General Terms and Conditions shall also be excluded.

9. The Bank is not liable for the accuracy of the data in respect of the price and trading volumes generated by financial instruments on the Stock Exchange that are available through the use of RBA eBroker service. The Bank is also not liable for any damage or loss that the Client may suffer due to failure to place orders for the purchase/sale of financial instruments and requests to cancel/change orders, which are caused by equipment malfunction or force majeure, war, riots, terrorist acts, strike, disruption of telecommunications links, disruption or malfunction of the payment system (such as SWIFT, TARGET 2, EuroNKS), and any other events the occurrence of which cannot be attributed to the Bank.

10. The Client accepts and confirms by signing the Application form that he/she understands all the risks associated with investing in financial instruments (which are described in detail in the document Information for Investors in Financial Instruments), and the Client agrees to make investment decisions independently and the Client will not consider any information published on the RBA eBroker service as advice or recommendation of the Bank.

By signing the Application, the Client irrevocably accepts any and all liability for possible misuse of RBA eBroker service committed by the Client and/or Authorized Users as well as third parties for which the Bank is not responsible

Responsibility for trade data

11. If the Bank provides access to trade data on the Stock Exchange to the Client or Authorized user, the use of such data is intended exclusively for personal use of the Client or the Authorized User, and any commercial use of the data as well as any data redistribution through electronic or printed media or otherwise is prohibited. The owner of the data is the Stock Exchange which provided the Bank with access to the data. The Stock Exchange is not liable for the accuracy of the data

Copyright

12.. The Bank provides RBA eBroker service to the Client for personal and non-commercial use. The Client is not authorized to reproduce, copy or distribute information obtained through RBA eBroker service for commercial purposes without the prior written consent of the Bank. All intellectual property rights to RBA eBroker service belong to the Bank

Representations and warranties of the Client

13. By signing the Application, the Client represents and warrants as follows:

- The Client has full legal capacity to enter into agreements and execute transactions on accounts he or she holds or is authorized to use;
- The conclusion of the agreement and the execution of orders do not violate provision o the articles of association (for legal entities), of any law, regulation or rule of any court or national authority;
- There are no legal or any other restrictions or prohibitions on the disposal of funds in accounts;

- The Client has the necessary specific knowledge of transactions, purchase and sale of financial instruments, and the Client is aware of and understands specific risks associated with the execution of the transactions.

14. The Bank collects and processes personal data of the Client and the Authorized User in accordance with the applicable regulations governing the protection of personal data. Information on the Bank's rights and obligations relating to the collection and processing of personal data, the purposes and legal grounds of processing, as well as information on the rights and obligations of the Client and other persons whose personal data are processed, on the security and protection of personal data being processed, and any other information that the Bank as the controller is obliged to provide to the Client are detailed in the document «Personal Data Processing Rules of RBA» which is available at www.rba.hr and in bank branches

The Client acknowledges and agrees that the Application and accompanying documentation contain their personal data, which are protected as confidential and secret information under law. The Bank is authorized to collect, process and use such data in its business record accounts, and the Bank undertakes to handle this data in accordance with its legal data confidentiality obligations.

The Client gives explicit consent to the Bank that these personal data may be forwarded to legal entities that are members of the Raiffeisen Group home and abroad, to third parties, as required for the execution of rights and obligations under the contract, to legal entities which established for the purpose of collecting and providing data on the total amount, types and due performance of the Client's obligations which cooperate with the Bank, to any new creditors and to other legal entities or institutions in accordance with legal regulations.

Limitations of use

16. The Bank may temporarily block or cancel the use of RBA eBroker service to the Client if the Bank suspects or determines that the service may be misused by the Client, the Authorized User or third parties, or if the Bank suspects that computer equipment or software through which the Client accesses the RBA eBroker service may be compromised so that the safe use of RBA eBroker service is no longer ensured in the user environment or in the case that there are outstanding claims of the Bank against the Client on any grounds. The Bank may also temporarily block or cancel the use of RBA eBroker service to the Client in case the Bank suspects or determines that the provisions of the Anti-Money Laundering and Counter-Terrorist Financing Act and related bylaws are or may be violated.

In the event that RBA eBroker service is blocked, the Bank will reject execution of an order placed via RBA eBroker service.

The Bank reserves the right, with prior notice published on the Bank's website or otherwise in an appropriate manner, to temporarily disable the use of the agreed RBA eBroker service in case of changes and upgrades to the information system or to an individual RBA eBroker service. The Bank can not give specific prior notice of disruptions caused by technical reasons the occurrence of which cannot be attributed to the negligence or gross negligence of the Bank, and the Bank shall not bear any responsibility for the damages arising from any such disruptions.

Fees

17. The information on the price of RBA eBroker service and the costs is provided the Fees, which are available to each Client when contracting the said service and, in the event that the Client negotiates a regular tariff of the Bank, the information is available both in the business network and on the Bank's website www.rba.hr.

The Bank has the right to unilaterally change the Fees during the period RBA eBroker service is used by the Client, and the obligation to publish information on the new fees on the Bank's website, www.rba.hr fifteen

(15) days before the entry into force and /or provide such information to the Client through the agreed communication channel.

If the Client does not agree to the change of the service fee, the Client is obliged to notify the Bank in writing of the non-acceptance of the fee within fifteen (15) days from the date of delivery/publication of the changed Fees, where such notification by the Client is considered to constitute the cancellation of the Agreement. During the notice period, the Bank will charge fees applicable until that time to the Client.

Unless the Client provides a notice of non-acceptance of the Fee, the Client agrees to the change of the Fees upon placing the next order.

18. The Client authorizes the Bank, without seeking any further approval or consent from the Client, to charge the fee for the use of RBA eBroker service from the funds available in any of the Client's accounts held at the Bank

Cancellation

19. The Bank has the right to unilaterally cancel the RBA eBroker agreement service with immediate effect by giving notification transmitted through the agreed communication channel or by sending a registered mail, in the following cases:

- if the Client fails to perform or is past due on the performance of any monetary and/or non-monetary obligations on any existing or future placement that the Client uses or will use with the Bank, and any contractual obligations in respect of security instruments any placements that the Client uses or will use with the Bank;
- if any statement or warranty of the Client proves to be inaccurate or not up to date;
- if any situation occurs which, in the Bank's reasonable opinion, may result or has resulted in a material adverse change in the operations, business, assets, liabilities of financial standing of the Client, or has threatened the financial ability of the Client to perform when due the obligations accepted by signing the Application for RBA eBroker service;
- if the Client becomes insolvent and stops or suspends payments, or outstanding payment obligations are recorded against the Client's accounts ;
- if the Bank becomes aware of the loss of legal capacity of the Client;
- if the Bank becomes aware of the limitations or prohibitions on the use of funds in the accounts in which the Client uses RBA eBroker service;
- if the Client fails to use the contracted RBA eBroker service for more than 12 months;
- if the Client fails to provide the requested information and documentation necessary to determine the tax residency status, and any statements, consents and other forms in accordance with FATCA¹ and CRS² regulations;
- if the Client does not comply with the Stock Exchange rules, the regulations governing trading in financial instruments,
- if the Client fails to provide the information and/or documentation requested by the Bank,
- if the Bank suspects that RBA eBroker service is used for a purpose contrary to the mandatory regulations of the Republic of Croatia or the accepted principles of morality, and
- If the Client's operation of RBA eBroker service damages the Bank's reputation.

¹ Foreign Account TAX Compliance Act (FATCA) 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 Act is available at www.porezna-uprava.hr

² Common Reporting Standards (CRS) constitute part of Council Directive 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 state with which the Republic of Croatia has signed a bilateral automatic exchange agreement. Text of the Directive is available at <http://eur-lex.europa.eu/legal-content/HR/TXT/?qid=1448542824019&uri=CELEX:32014L0107>"

20. The Bank has the right to unilaterally cancel the RBA eBroker service agreement without giving a reason, by giving a notice period of 3 (three) days, starting from the giving notification to the Client transmitted to the agreed communication channel or from sending a registered mail to the Client's last known address.

21. The client has the right to unilaterally cancel the use of RBA eBroker service without giving a reason and without notice period.

Disputes

22.. In the event of a dispute between the Client and the Bank, the court in Zagreb shall have jurisdiction