

Information for

Investors in Financial Instruments

December 2021

Definitions.....	2
Information for investors about financial instruments and risks related to investing in financial instruments and other types of assets	4
Information for investors about regulatory provisions related to client classification, investor protection and conflict of interest management.....	29

Definitions

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

<p>Bank</p>	<p>Raiffeisenbank Austria d.d. Magazinska cesta 69 10000 Zagreb Hrvatska Phone: +385 1 4566 466 072 62 62 62 Fax: +385 1 4811 624 E-mail: info@rba.hr Internet: www.rba.hr Swift: RZBHR2X IBAN: HR0624840081000000013 MBS: 080002366 OIB: 53056966535</p> <p>The Bank has received an authorization for the performance of the following investment services and activities:</p> <ol style="list-style-type: none"> reception and transmission of orders in relation to one or more financial instruments execution of orders on behalf of clients, dealing on own account, investment advice, underwriting of financial instruments and/or placing of financial instruments on a firm commitment basis, placing of financial instruments without a firm commitment basis, and ancillary services of safekeeping and administration of financial instruments for the account of clients, including custodianship and related services, <p>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).</p> <p>The Bank is a member of the Zagreb Stock Exchange (Zagrebačka burza d.d.). The Bank is a member of the Central Depository and Clearing Company (Središnje klirinško depozitarno društvo d.d.) The Bank is a member of SKDD-CCP Smart Clear d.d. The Bank participates in the investor protection scheme.</p>
<p>Financial instruments</p>	<p>Financial instruments as defined in Article 3 of the Capital Market Act</p>
<p>Global Custodian / Sub-Custodian</p>	<p>A third party or a financial institution in which the Bank holds a Financial instrument account and / or Cash Account(s)</p> <p>Information in respect of the Global Custodian, Sub-Custodians, the Croatian depository and numbers of custody accounts in which the Client's Financial Instruments are held in local depositories are specified in the Markets List and can be obtained from the Custody and Depository department, in the Bank's business network and on the Bank's web page.</p>

HANFA	Croatian Financial Services Supervisory Agency
Assets	Financial instruments and Cash held in Custody and Brokerage Account
Client	One or more private individuals or legal persons or pools of assets without legal personality, which enter into an agreement on brokerage and/or custody services with the Bank
MIFID II relevant financial instruments	A financial instrument as defined by Article 4, paragraph 1, point 15 of Directive 2014/65/EU, which is listed on trading venues (Regulated Market, Multilateral Trading Platform, Organised Trading Platform, Systematic Internaliser) within the territory of the European Economic Area (EEA) or whose underlying is listed at the specified trading venues. Transactions in these instruments are reported to the supervisory body.
Authorised person	<p>A person performing the relevant function (providing advice and information regarding Financial Instruments or services and activities) in accordance with the Regulation on Qualifications and Personnel Conditions for the Provision of Investment Services for the Bank's account. The Bank must ensure that authorised persons have adequate competences and expertise appropriate to a specific relevant function, regulatory and standards of business ethics.</p> <p>Upon request, the Bank will present or issue a certificate to the Client, confirming that the person performing the relevant function for which the Bank is responsible and competent is an authorized person in relation to the relevant function he or she performs.</p>
Cash account - Brokerage	<p>The Cash account - Brokerage account to which the Client's cash is deposited. The Cash account is opened on behalf of the Client with the following institution under the account number:</p> <p>Raiffeisenbank Austria d.d. IBAN: HR1824840081300069103.</p>
Cash account - Custody	<p>A Custody account to which the Client's Cash assets are deposited. The Cash account is maintained on behalf of the Client with the following institution under the following account number:</p> <p>Raiffeisenbank Austria d.d. IBAN: HR8224840081300095499.</p>
SKDD	Središnje klirinško deponitarno društvo d.d. 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, the Bank clear all client transactions through an omnibus account that the Bank opened in its own name on behalf of the client in SKDD-CCP.
CMA	Capital Market Act (Official Gazette no. 65/2018, 17/2020 and 83/2021) as amended from time to time

Information for Investors

about financial instruments
and risks related to investment
in financial instruments
and other forms of assets

TABLE OF CONTENTS

General information	6
Definition of risk	8
Types of risks.....	8
Shares	Error! Bookmark not defined.3
Definition	153
Risks associated with investment in shares	153
Debt securities	16
Definition of debt securities	164
Risks associated with investment in debt securities.....	164
Money market instruments	175
Investment funds	185
Definition of investment funds	185
Risks associated with investment funds.....	Error! Bookmark not defined.6
Financial derivatives	197
Definition	197
Risks associated with financial derivatives.....	Error! Bookmark not defined.
Forward contracts and FX swaps	218
Definition	218
Risks associated with forward contracts and FX swaps.....	Error! Bookmark not defined.9
Options	1922
Definition of FX options (FX Vanilla).....	19
Risks associated with trading in FX options.....	20
Forward rate agreements (FRA)	20
Definition	20
Risks associated with trading in FRA	2Error! Bookmark not defined.
Interest rate swaps (IRS)	224
Definition	224
Risks associated with trading in interest rate swaps.....	2Error! Bookmark not defined.
Futures	224
Definition	224
Risks associated with futures.....	224
Structured products	22
Definition	22
Risks related to investing in certificates.....	27
Leverage risk	27

General information

The information provided here is intended to inform Clients of circumstances that may be relevant in relation to the investment services provided by the Bank to Clients. This complements, but does not constitute a substitute for the necessary agreements. In the event of a discrepancy, the provisions of the agreement will apply.

Information about RBA

1. License

The Bank has approval to perform services in banking operations, including investment services, for its clients. The competent regulatory body is Hrvatska agencija za nadzor financijskih usluga - Croatian Financial Services Supervisory Agency (HANFA), Franje Račkog 6, Zagreb, as well as the Croatian National Bank, Trg hrvatskih velikana 3, Zagreb. In addition, the Bank is under the supervision of the European Central Bank (ECB) under the Single Supervisory Mechanism (SSM) comprising the ECB and the national supervisory authorities in accordance with Council Regulation (EU) 1024/2013 conferring specific tasks on the European Central Bank concerning policies relating to the prudential supervision of credit institutions.

2. Communication

The Bank uses Croatian and English in communication with Clients. The Bank is available for meetings during office hours, or through means of communication specified in in contracts or general terms and conditions for such means of communication. Legally binding contracts between the Bank and its Clients should generally be concluded in writing.

Information on investment services

1. Offered services:

The Bank offers the following services related to investments in and dealing with financial instruments:

1.1 Purchase/sale of financial instruments

The Bank enables its Clients to purchase and sell Financial Instruments. Depending on a specific instrument, the Bank may act as a buyer or seller in the transaction, or mediate in a transaction it arranges for the Client's account with a third party, and in this regard it is often necessary to use other intermediary partners to which client orders are transmitted for execution.

1.2 Custody including maintenance of settlement accounts

The Bank offers Clients the service of custody of financial instruments, and for the performance of those transactions it regularly uses the services of professional sub-custodian or third parties.

2. Information on risks associated with Financial Instruments

A general description of the types of Financial Instruments related to the investment services to be performed, as well as the risks associated with such Financial Instruments are provided further below in this document.

3. Additional information for Clients

The Bank will continuously inform its Clients about the investment services it provides, as required by applicable law. Before concluding a transaction with Financial Instruments, Clients will receive information about the costs or charges arising from the offered investment service or the acquisition of the relevant Financial Instrument. Depending on the product and type of investment service, such information will be available in a standardized or

personalized form. Clients will receive information about costs, fees and charges and additional incentives even after the deals have been concluded, on a regular basis as required by applicable law.

Order execution confirmations or trade confirmations will be provided to clients using an agreed method on the following working day or on the day after the Bank receives the relevant confirmation from the third party where the order was executed. Clients will also receive regular reports on financial instrument held in custody at the Bank in accordance with the terms of the relevant custody agreements.

Statements of Client's financial Instruments or cash: The Bank holds Clients' financial instruments or cash and submits provides, at least on a quarterly basis on a durable medium, about those financial instruments or cash to each individual Client for whom it holds Financial Instruments or cash, unless such statement is provided as part of another periodic statement.

Execution of client orders

The Bank has prescribed the principles according to which client orders will be executed, in order to ensure the best possible results for the client - Client Order Execution Policy. The Bank executes client orders in keeping with this policy, unless instructed otherwise by the Client. The policy is available at the Bank's head office and on its website: <http://www.rba.hr/>.

Incentives

1. Basic principles of fees for product distribution

From some partners whose products it sells, the Bank receives a fee trailer fee for offering a wide range of products (basic purchase and sales prospects), for providing ongoing customer care, training and data processing. These fees are necessary to maintain a high degree of quality and to further increase sales prospects, and to improve the quality of investment advice and client information. The current commission depends on product type and also on the issuer or intermediary.

The Bank attaches great importance to providing services tailor-made for the Client, taking into account the principle of risk diversification. For this reason, the Bank provides a range of products suitable for Clients. The Bank will not retain additional incentives that it has not used to improve service to its Clients. In the period in which the Bank provides or receives additional incentives related to the services it provides to Clients, the Bank has a duty, at least once a year, to provide notice to each Client individually about the total amount or quantity of additional incentives received.

The Bank may receive such commissions from its partners, including from Raiffeisen Kapitalnlage-GesmbH and from Raiffeisen Invest Ltd.

2. Detailed information

Upon request, the Bank may provide to Clients in person more details about contracts and commissions mentioned herein.

Complaints

The Bank takes all necessary measures to offer appropriate solutions and to provide the best possible service. Customer satisfaction is the ultimate goal of the Bank. In the event that the Client believes that the Bank has not met their expectations or has reason to file a complaint, the Client should send a written statement detailing the possible causes for the complaint to the address below, and the Bank will investigate the case as soon as possible:

Raiffeisenbank Austria d.d.
Central Operations - Complaints
Magazinska cesta 69, 10000 Zagreb
mail: reklamacije.kune@rba.hr

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

Miscellaneous

1. Foreign currency transactions

When placing an order, if it is necessary to make a payment in a foreign currency or to convert a payment amount received in foreign currency to HRK, the Bank performs the conversion by applying the exchange rate it normally uses in transacting with Clients at the settlement date.

The relevant exchange rate list is available on the Bank's website: www.rba.hr.

2. Additional taxes and costs

In addition to the fees specified in the contracts between the Client and the Bank and the financial costs, the Client may have additional costs and taxes (e.g. taxes on domestic and foreign capital income) that are not necessarily paid through the Bank or invoiced by the Bank. Clients are responsible for performing tax obligations on their own, especially in their home country.

3. Payments made by Clients

The amounts paid by Clients to the Bank in connection with transactions with financial instruments are charged to the principal's account at the Bank unless otherwise agreed.

Definition of Risk

Risk is uncertainty, or the possibility of losses resulting from adverse variances from an expected result.

The prerequisites for the existence of risk are: uncertainty and exposure.

Uncertainty is the result of not knowing future effects. **Exposure** is any type of transaction or business decision that involves uncertainty as to the achievement of results. Losses in an economic sense result from a reduction in the present value of assets, or a lack of increase in the present value of assets.

The most common types of risk are shown below. This list is in no way exhaustive and not all risks are shown - just the most common risks recognised by the Bank.

Risk Types

1. Credit Risk

Credit risk occurs in all forms of credit exposure. Credit risk is the risk that a debtor will not be able to meet his or her obligations (within the agreed amount or deadline) due to default on payment or for other reasons. Similarly, credit risk is also a deterioration of the financial standing of companies in which the investor has a stake. Furthermore, in cases of the company's insolvency or bankruptcy the investor may lose the entire value of his or her investment. In addition, the residual risk remaining after risk reduction techniques represents a credit risk since, in the event of a default, certain security instruments may be unable to yield the anticipated amount. We differentiate between subcategories of credit risk as follows:

a. Counterparty Risk

This category of credit risk arises in informal (OTC) market derivatives, transactions of borrowing securities and commodities, transactions with long maturities and transactions of issuing loans for the purchase of securities and payment of a fee. This type of risk is prone to fluctuations in market prices (e.g. in swaps, forward transactions, etc.) and can be linked to cases of so-called "wrong-way" risk, i.e. cases in which the exposure is increased when the credit quality of the counterparty falls. It also includes special techniques of risk reduction such as netting agreements, margin.

b. Default Risk

Default risk is the risk of the counterparty not meeting its contractual financial obligations. Such a failure to meet obligations (default) occurs when the debtor is unable to meet his or her credit obligations. Default entails non-payment, or the enforced restructuring of the debtor's contractual obligations. Financial loss in cases of default depends on a number of factors, e.g. the type of product, security instruments (type, value) and rank of placements.

c. Migration Risk

Migration risk is the potential for loss resulting from a change in the fair value of credit exposure, arising due to a deterioration in the client's credit rating.

d. Country Risk

Country risk is the risk of the debtor being unable to meet foreign financial obligations due to political and economic difficulties in the debtor's country. Country risk, aside from political risk, also includes a

worsening of the economic climate in a country (economic risk). Political risk is a probability that a change in the political circumstances of a foreign country will result financial losses for the investor.

- **Political risk** includes: wars, strikes, revolutions, trade embargoes, political and economic sanctions, expropriation, nationalisation, moratorium on payments abroad, also including non-convertibility of the domestic currency, suspension of a currency regime.
- **Economic risk** includes a worsening of a country's economic indicators, which can affect the financial situation of the debtor, devaluation/depreciation having a significant impact on the debtor's business and on their competitiveness.

2. Market Risks

Market risks are defined as potential losses caused by external influences on the value of an investor's assets, and arise due to changes or adverse movements in prices on financial markets. Market risk is the possibility of losses resulting from unexpected and adverse changes in market prices and factors such as interest rates, foreign currency exchange rates and share prices. It includes changes in the value of assets being traded, such as shares and bonds, price fluctuations in market indexes, correlation, spreads and the impact of changes in volatility and liquidity factors.

a. Interest Rate Risk

Interest rate risk is the risk of an adverse effect on profitability resulting from changes in interest rates. An investor is exposed to interest rate risk when there is the possibility of unanticipated changes in interest rates that could have a negative effect on net interest income or profitability, and on the market value of a portfolio. Interest rate risk arises from a gap between the investor's assets and liabilities, and sensitivity to changes in different interest rates.

b. Credit Spread Risk

Credit spread risk is the risk of losses due to adverse movements in the market prices of debt instruments with unexpected changes in credit spread (margin). Credit spread risk arises from investors' changeable appetite for risk, which influences market prices thus causing an increase or decrease in the credit margin. This does not cause a change in the issuer's creditworthiness, but in the issuer's specific risk. Credit spread risk is an important factor in portfolios relying on a strategy of trading in spreads or credit derivatives.

c. Exchange Rate Risk

Exchange rate risk is the risk of adverse changes in the fair value of positions (stated in domestic currency) due to changes in exchange rates and/or changes in the price of gold. Positions in foreign currencies, as well as positions in gold, can carry exchange rate risk. The Bank uses local currency as the reference currency in statements to the investor. The value of the portfolio is sensitive to changes in exchange rates if it contains spot or future monetary flows nominated in a currency that differs from the bank's base currency, including positions in exchange rate clauses.

d. Equity Risk

Equity risk relates to potential losses due to unfavourable price movements of exposures in shares and other forms of direct or indirect investment in companies. The range of exposure to this risk includes equity positions, equity derivatives or derivatives in stock market indexes, funds and other investments in equity positions (e.g. via investment funds). It is considered that investors in these positions are exposed to equity risk.

e. Commodity Risk

Commodity risk refers to the risk of a reduction in the fair value of commodity positions due to adverse changes in their prices. The term commodity refers to a physical product that is traded and/or can be traded on a secondary market, and which represents a separate asset, including raw materials and goods (e.g. oil, gas and electrical energy, grains, steel, etc.), but not including gold, which is treated as a currency. Physical possession of goods is usually expensive due to the costs of transport and warehousing.

f. Volatility Risk

Volatility risk is defined as an adverse change in the market prices of certain positions due to changes in the market's expectations of the future volatility of those positions' price. Volatility risk, i.e. the value of an option, is measured using various indicators:

- **delta** (delta shows the change in the price of an option due to a change in the price of the underlying instrument);
- **gamma** (gamma expresses expected changes in the value of delta due to small changes in the price of the underlying instrument);
- **vega** (sensitivity to the price of an option due to changes in volatility)

A change in volatility automatically results in a change in the fair value of options, and thus immediately affects earnings/profit.

g. Market Liquidity Risk

Market liquidity risk refers to the risk arising from the impossibility for the investor to simply offset or liquidate a position at market prices either due to market deficiencies or inadequate market depth. Market liquidity risk is associated to the possibility of changes in the difference between the value of market offers for purchase and for sale (the bid-ask spread), as well as the fact that there is no bid-ask quotation for the appropriate volume of transactions at any moment (or period). Therefore, the investor may find it impossible to buy or sell some liquid assets under normal market conditions.

This can happen due to excessive positions in those assets, inadequate market depth, or on account of other adverse business conditions on the market. Market liquidity risk becomes less important in the long term.

3. Other risks

This category highlights other risks that can arise when investing in financial instruments that are not covered by any of the so-called primary types of risk.

Clearing risk is a risk that trades may not clear in accordance with the clearing rules. Clearing risk occurs in case of bankruptcy/insolvency of SKDD-CCP, bankruptcy/insolvency of the Bank, default of the Bank and/or Client. As such, clearing risk comprises credit risk, market risk, contagion risk.

Settlement Risk

Settlement risk is the possibility that a transaction will not be realised in accordance with the contractual terms. Settlement risk occurs in cases of time delays when exchanging cash, securities or other assets. As such, settlement risk includes credit, market and liquidity risk:

- **credit risk** occurs when the counterparty does not deliver the security or cash after the first party has already paid or delivered the security according to the contract,

- **market risk** occurs in cases of delay in settling a transaction when trading losses may occur. During that time the market value of the subject of the transaction (i.e. the security or other asset) can change adversely for the credit institution,
- **liquidity risk** occurs in cases when the counterparty does not deliver the contractual value on the day of settlement, but later.
- **contagion risk**- the risk of financial shocks spilling over among financial institutions (for instance, members of SKDD and/or SKDD-CCP)

Environment-related risks

These types of risks relate to the environment in which the issuer does business:

- **country rating downgrade risk** of the country in which the issuer's registered office is located,
- **sovereign risk** – risk arising from lack of ability and/or willingness to repay due government debt
- **political risk** – risk of unexpected political changes or instabilities in a country
- **inflation risk** – risk arising from decline in the value of a financial instrument resulting from an increase in general price level (inflation)
- **FX risk** – risk arising from change in FX rate may affect return on investment in foreign currency
- **transfer risk** – risk of imposing a restriction on transferring capital out of the country

Issuer risks

Issuer risks are directly associated with the business operations of the issuer:

- **credit risk** – risk of decline or complete loss of financial instrument's value due to deteriorated solvency, credit rating or initiated bankruptcy proceedings against the issuer
- **management and operational risks** – risks that may cause the issuer of Financial Instruments to become unable to meet agreed obligations
- **dividend risk** – risk that the stock company will not pay the dividend which depends on the decision of the stock company's general meeting and business activities of the respective company
- **reputational risk** – risk of adverse influence of a certain event or activity on issuer's reputation
- **ecological risk** – risk of adverse effect on environment resulting from performing certain business activities

Financial instrument risks

Financial instrument risks are related to the legal status of the Financial Instrument

- risk related to the legal status of the Financial Instrument (for instance, risk related to documentation for issuance of financial instruments – decisions and decrees of competent authorities, subscription documents, payment, prospectus approval; risk related to financial instrument quotation documentation)

Regulatory risks

Regulatory risks relate to the activities of the government and other regulatory bodies:

- **risk of changes in tax-related and other regulations** – probability that tax-related and other regulations of the Client's country and/or in countries in which the Client's assets are investments could change and thus adversely affect yields. The risk of changes of tax-related and other regulations is beyond the Bank's control and influence whatsoever.
- **risk of suspension** of a financial instrument by a regulatory authority

Risks associated with safekeeping of assets in omnibus accounts

- **Risk associated with the lacking or insufficient knowledge of the nominee concept** by applicable national legislation of the third country (risk that the Client's Financial Instruments which are held by a third party can not be distinguished from the assets of the third party or the Bank's own assets):
 - risk that a person on whose behalf the account has been set up (Bank or Sub-Custodian) is considered as the registered owner of the Financial Instruments in the custody account and therefore this person lawfully exercises all the rights pertaining to the custodied Financial Instruments and the financial instruments are included in the third party's bankruptcy estate (the risk exists only if the custody account with the third party has been opened in the name and for account of the third party or the Bank, and in jurisdictions where holding of financial instruments for the account of another party is not fully or adequately regulated)
 - risk that it will not be possible to vote at the issuer's General Meeting with split votes or a share of votes attached to the Financial Instruments held in an omnibus account for several Clients
 - risk of market thresholds being applied on the omnibus account and not on an individual Client
 - risk that one of the Client fails to perform legal obligations, for instance, to obtain the required approval or to notify competent authorities in case of acquiring a qualifying stake, and in this case Financial instruments of all Clients may be temporarily blocked, and the Clients may not be able to exercise voting rights due from the respective interest
 - risk that it will not be possible to deliver Financial Instruments from the omnibus custody account maintained with a local Sub-Custodian to the custody account kept with another local Sub-Custodian
 - risk of corporate actions in case assets are held in an omnibus account, if certain rights result from the holding of a certain number of financial instruments, there is a risk that it will not be possible to appropriately allocate them to actual holders.
 - risk of default of other client whose positions are held in the omnibus account,
 - risk of other clients- client's collateral may be used to cover other clients' positions in the same omnibus account,
 - risk of transferring operation – situation when it is not possible to transfer operations from one member of SKDD-CCP to another because the other member must accept the transfer of operations, all positions and assets in the omnibus account. Transferring an omnibus account to a new SKDD-CCP member requires the consent of all clients,
 - risk of default of the Bank – it relates to the Client's exposure to the Bank in relation to transactions executed and cleared by the Client through the Bank
 - the risk of default of the Bank's clients – it relates to the Client's exposure to other clients of the Bank in relation to transactions executed and cleared by the Client through the Bank
 - liquidity risk refers to a situation in which the client's non-monetary assets must be liquidated in the process of transferring the operation. In this case, the asset valuation determined by the SKDD-CCP may differ from the Client's expectations of the total value of the asset
 - haircut risk refers to a situation where the value of assets related to SKDD-CCP transactions is reduced or is not increased by the amount expected by the Client, because SKDD-CCP has devalued the asset by an amount that does not properly reflect the value of the asset

- risk of joint valuation refers to a situation where the value of assets related to SKDD-CCP transactions may decrease or not increase as much as the Client expects, because the recorded assets has devalued in relation to the SKDD-CCP transactions of other clients of the Bank
- risk of default of SKDD-CCP refers to the Client's exposure to SKDD-CCP in relation to transactions that the Client clears through SKDD-CCP and to the assets recorded in the accounts with SKDD-CCP.
- **Tax risk** – application of a higher rate of withholding tax than the rate set out in the Double Taxation Agreement
- **Operational risk** – risk that the Assets of one Client will be used for account of another due to a mistake or intention or fraud committed by an employee of the Bank /Sub-custodian or Sub-custodian's third party. This risk is mitigated by regular reconciliation of transactions and balances in omnibus accounts at the Global Custodian/Sub-custodian with account transactions and balances on Bank's books and by ongoing reconciliations of client funds held jointly in the Brokerage cash account and Custody cash account with the Bank's records of Client assets maintained for each client separately. This allows the Bank to be able to differentiate at any time the assets of one client from the assets of other clients and from the Bank's assets. In addition, the Bank applies internal supervision measures ensuring control of the transfer of Client's assets whereby each transfer of the Client's assets, where possible, must be carried out by two persons with appropriate authorisations, one of whom enters a transfer order and the other confirms it (four-eyes principle), in order to avoid any irregularities in maintaining and updating records and any misuse or negligence in conducting operations.
- **Legal risk** – the risk of loss that may arise in the event of default, partial default or delayed performance of the contractual obligations of the Banks following the modification or introduction of new mandatory regulations and/or judicial, arbitral or administrative-legal measures.
- **Distance between issuer and actual holder of Financial Instrument** – the issuer of the Financial Instrument is aware that the service provider is not the actual holder of the Financial Instrument, but does not know who it is, so this may cause delays in the flow of information.
- **Risk of bankruptcy and insolvency** or inability by a third party to perform any obligation relating to the investment service or activity.

In addition, for leveraged instruments (described further below), an investor may, in certain market situations, assume, as a result of transactions in such instruments, financial and other potential obligations in addition to the cost of acquiring instruments. For other instruments offered by the Bank, this risk is not present unless otherwise specified in the instrument's prospectus..

Shares

Definition

A share is a security that grants the owner the right to participate in the management of a company, the right to a share in realised profits and the right to the remainder of the assets after liquidation or bankruptcy. Some types of shares (preference shares) in addition to the above may give the owners certain other rights (e.g. the right to a guaranteed dividend, priority in payments of profits, etc.). The owner of a share does not have the right to demand that the issuer of the share buys the share back. Shares can be sold at their market price. Profits resulting from share ownership can be dividends (a share of the issuer's paid out profits) and capital gains, which result from the difference between the purchase and selling price of a share. By investing in shares a shareowner can also suffer a loss resulting from the difference between the purchase and selling price of the shares.

Risks associated with investment in shares

Investment in shares is associated to equity risk. Equity risk refers to potential losses due to unfavorable price movements of exposure to shares and other types of direct or indirect investment in companies.

Volatility risk (the percentage of share price fluctuation) also affects share values. Investing in shares is also associated with exchange rate risk in cases where shares are denominated in a foreign currency. Liquidity risk also affects shares as a result of insufficient demand for a certain stock.

Investing in shares does not guarantee the return of the initial investment or a regular payment of dividends. The amount and payment of dividends depends on the financial results of the company and on the decision of the general meeting of shareholders on the payment of dividends. The value of a share may fluctuate in relation to the value of the share issuer's assets and on financial results and market expectations.

The maximum loss is limited to the amount of the initial investment in the share, unless the share is used as a security instrument for a loan that is invested in the further purchase of financial instruments and is therefore exposed to the risk of leverage (the leverage effect).

In the case of illiquid shares, there may be restrictions on the withdrawal of investments due to lack of demand for the instrument.

Debt Securities

Definition of debt securities

A debt security is a security that gives the holder the right to payment of the amount of the funds loaned (principal) and payment of interest on the principal (coupon), and represents an obligation assumed by the issuer to pay the principal and interest. Issuers of debt securities could be countries, municipalities, cities, financial institutions or companies. The issuer is obliged to make a single payment of the principal on a precisely defined date, or in agreed instalments according to a timetable defined in advance.

The issuer may have the right to buy up the principal before the expiry date, but only if this is clearly stated in the conditions of issue.

Securities can be issued in various currencies. Debt securities can have the following kinds of agreed interest rates:

- fixed interest rate
- variable interest rate
- zero-coupon
- combined interest rate

Risks associated with investment in debt securities

Investing in debt securities is associated with the risk of a fall in the price of the debt security in comparison to the purchase price, and of the issuer failing to meet its obligations. The value of the debt security depends on several factors and exposure to several types of risk:

- **Interest rate risk:** if interest rates rise, the value (price) of debt securities declines. In certain situations there may be increased volatility in interest rates, thus there is an increased interest rate risk of debt security devaluation.
- Credit risk means the risk of a fall in the value of debt securities due to changes in market perception of the quality of the issuer's credit rating and the risk of the issuer failing to meet its obligations.

- **Market risk** means the risk of a fall in value of a debt security due to a fall in the overall debt security market.
- **Reinvestment risk** arises from the fact that if interest rates fall, the interest paid out on the debt security is invested at a lower interest rate, which will result in a lower overall yield from the investment in that security.
- **Risk of early redemption of debt securities** is associated with an option built into a security giving the issuer the right but not the obligation to redeem the bonds if interest rates fall, with the aim of reducing the issuer's cost of debt on a precisely defined date. The holder of the debt security can then reinvest the amount received at a lower interest rate. If the issuer has the right to partially redeem the principal, we call that the risk of partial early redemption. If the issuer has a built-in option for early redemption of all or part of the principal, then that bond carries a higher volatility risk. The greater the fluctuation in interest rates, the higher the possibility that the issuer will exercise its early redemption right.
- **Liquidity risk** is associated with the risk of achieving a price that is lower than the current market price on the sale of the debt security due to low demand for some securities. In the case of illiquid debt instruments, there may be restrictions on the withdrawal of investments due to lack of demand for the instrument.
- **Exchange rate risk** relates to those debt securities issued in a foreign currency, or in a currency that differs from the local currency. In the event of adverse movements in the currency in which the debt security is issued in relation to the local currency (weakening of the foreign currency or strengthening of the local currency), the debt security holder may lose on the value of his or her investment in that debt security.
- **Inflation risk** refers to the possibility of the amount paid out by the issuer on maturity having a lower real value due to an increase in the inflation rate in that currency in relation to the date of the initial investment.
- **Political risk** means the risk of loss of value of a debt security due to changes in the political circumstances in certain countries or regions.
- **Event risk** means the risk of loss of value of a debt security due to an event not linked to fluctuations on the financial markets, such as natural disasters.

The maximum loss is limited to the amount of initial investment in the debt security, unless it is used as a security instrument for a loan that is invested in the further purchase of financial instruments, in which case it is also exposed to the leverage effect.

Money Market Instruments

Money market instruments are all types of instruments usually traded on the money market such as central bank bills, treasury bills, commercial notes and certificates of deposit, aside from instruments of payment.

Factors affecting the risk and yield of money market instruments coincide to a considerable degree with those defined for debt securities. Differences mainly come down to liquidity risk. Generally there are no regulated secondary markets for money market instruments. Therefore, there is no guarantee that these instruments can be sold at any particular time.

Treasury bills are instruments issued by finance ministries, mainly with a maturity date of up to one year. In Croatia, the Ministry of Finance issues Treasury bills with maturities of 91, 182 and 364 days, with a denomination of HRK 100,000.00. Treasury bills are subscribed at auctions held by the Croatian Ministry of Finance.

Commercial papers are debt instruments issued by companies in order to acquire liquid funds. As they are not issued by countries but by companies of vastly differing creditworthiness, as a rule they represent a less secure instrument than Treasury bills.

Certificates of deposit are marketable debt instruments issued by credit institutions which undertake to pay the principal together with accrued interest on expiry of a certain maturity date.

Investment Funds

Definition of Investment Funds

An investment fund is a collective investment vehicle, the sole purpose and intention of which is to pool funds through public or private offering and invest those funds in various types of assets in conformance with the investment fund's previously defined investment strategy, and exclusively for the benefit of the holders of stakes in that investment fund.

An investment fund can be an **open-end** or **closed-end**, or an **alternative** investment fund or a **UCITS** fund.

Investment funds can be grouped according to their investment strategy, and thus categorised as follows:

- **money market funds**
- **balanced funds**
- **bond/fixed-income funds**
- **stock/equity funds**
- **alternative investment funds** (e.g. hedge funds, real estate investment funds)

Risks associated with investment funds

Investing in an investment fund assumes the acceptance of certain risks. Generally, the risk of investing on capital markets is the probability or possibility that the return on investment is insufficient or negative.

The basic types of risk associated with investing in investment funds are:

- **Market risk** refers to the possibility that future changes in market conditions will lead to a reduction in return of the investment instrument, or a reduction in its value, which will consequently have a negative effect on the return of the investment fund. Financial instruments classified in a trading portfolio are recognised at fair value, and all changes in market conditions have a direct effect on trading income. Market conditions are to a large extent an expression of the economic and political conditions in the countries in which the assets are invested, as well as the state of the global economy. Market risk includes: price risk, interest rate risk and exchange rate risk.
- **Price risk** is a risk of loss, or reduction in value of the investment due to a fall in the price of the financial instrument. In certain situations, there may be increased price volatility of the financial instrument, which affects the increase in price risk.
- **Interest rate risk** is the risk of a reduction in the value of investment due to changes in interest rates. If market interest rates rise, the price of debt securities falls and vice versa, while their yields approximately follow fluctuations in interest rates. The time remaining until maturity also affects changes to the prices of the above types of investment, with short-term bonds less exposed to interest rate risk.
- **Exchange rate risk** is the risk of a change in the exchange rate of a foreign currency in relation to the kuna or other reference currency in which investment returns are measured.
- **Credit risk** represents the probability that the issuer of a financial instrument included in the assets of an investment fund, or person with whom the Company concludes transactions on the financial markets on behalf of the investment fund, will not wholly or partially fulfil its obligations, which would have a negative effect on the liquidity and value of assets.
- **Settlement risk** is the probability that the realisation or settlement of concluded transactions will be difficult or completely impossible.

- **Concentration risk** represents a risk that increases with significant exposure of shares in the assets of an investment fund to, for example, a single issuer, single asset category or particular sector.
- **Liquidity risk** is the probability of the impossibility of the fast sale of a financial asset at a price close to the fair value of that asset.
- **Risk of change in statutory regulations** represents the probability that the taxation and other legal regulations in the country of the investor and/or countries in which the assets of the funds are invested change so as to adversely affect their yields.
- **Political risk** represents the uncertainty of investing investment fund assets in certain countries due to instability in the economic, political or social system, changes in international relations, state policies, economic measures, limitations on foreign investments and other extraordinary events.
- **Inflation risk** means that the amount invested has a lower real value due to an increase in the inflation rate in the currency of a certain country compared to the date of initial investment.
- **Event risk** means the risk of depreciation of some or all assets due to events unassociated with fluctuations on the financial markets, such as natural disasters.
- **Property sector investment risk** is associated with the risk of a change in value of the part of a fund's assets invested in property.

In the case of investment funds with a fixed investment period, there may be restrictions on the withdrawal of investments at a certain intended time. Also, certain investment funds may apply an exit fee which may have an impact on the return of the initial costs of the transaction in that financial instrument.

The maximum loss is limited to the amount of initial investment in the investment fund unless it is used as a security instrument for a loan that is invested in further purchases of financial instruments and is thus also exposed to the leverage effect.

More detailed information on investing in investment funds can be found in the investment fund's prospectus.

Financial Derivatives

Definition

Financial derivatives are instruments the value of which depends on the value of their underlying instruments from which they are derived. Underlying instruments include interest rates, currencies, stock market indices, individual shares, bonds, commodities, etc.

According to the definition in the Capital Markets Act, the following instruments are considered financial derivatives:

- options, futures, swaps, forward rate agreements and all other derivative contracts relating to securities, currencies, interest rates or yields or other derivative financial instruments, financial indices or financial measures,
- options, futures, swaps, forward rate agreements and all other derivative contracts relating to commodities,
- derivative instruments for the transfer of credit risk,

- financial contracts for differences,
- options, futures, swaps, forward rate agreements and or other derivative contracts relating to climatic variables, freight rates, emission allowances or inflation rates or other official economic statistics,
- any other derivative financial instruments relating to property, rights, obligations, indexes and measures not included in this item, which share the characteristics of other derivative financial instruments taking into account, among other things, whether they are traded on a regulated market and/or on a multilateral trading platform, and are netted and settled via recognised clearing organisations or subject to regular margin calls.

Financial derivatives are used to provide protection from the risk of changes in the value of the underlying financial instrument (hedging), for speculative purposes and for various types of arbitrage. Trading financial instruments offers great rewards, but also great losses. With financial derivatives it is not necessary to fully pay for the full value of the underlying financial instrument, and the exchange of cash occurs in the future. It is this fact that allows the use of a high level of financial leverage, which makes investing in these instruments much riskier. This document describes some of the derivative instruments.

Risks associated with financial derivatives

We describe below the risks associated with financial derivatives. In addition to these risks, any financial derivative is exposed to the risks of the individual underlying financial instrument. For example, financial derivatives with currencies as the underlying instruments bear the risk of forward transactions, and their risks are described below.

Counterparty risk - this category of credit risk occurs in derivatives of the so-called OTC market, repo transactions, transactions of loaning securities and commodities, transactions with long settlement periods and transactions of issuing loans for the purchase of securities and payment of a fee. This type of risk is affected by fluctuations in market prices (e.g. in swaps, forwards) and can be associated to cases of so-called "wrong-way" risk, in which exposure is increased when the credit quality of the counterparty falls. It also includes special techniques of risk reduction (netting agreements, margin).

Settlement risk is the possibility that a transaction will not be realised according to the contractual terms. Settlement risk occurs in the event of a time delay in the exchange of cash, securities or other assets.

As such, settlement risk includes credit, market and liquidity risk:

- **credit risk** occurs when the counterparty neglects to deliver the security or cash after the first party has already paid or delivered the security according to the contract,
- **market risk** occurs in cases of delay in settling a transaction when trading losses may occur. During that time the market value of the subject of the transaction (i.e. the security or other asset) can change adversely for the credit institution,
- **liquidity risk** occurs in cases where the counterparty does not deliver the contractual value on the day of settlement, but later.

Commodity risk means the risk of a reduction in the fair value of commodity positions due to adverse changes in their prices. The term commodity refers to a physical product that is traded and/or can be traded on a secondary market, and which represents a separate asset, including raw materials and goods (e.g. oil, gas and electrical energy, grains, steel, etc.), but excluding gold, which is treated as a currency. Physical possession of goods is usually expensive due to the costs of transport and warehousing.

Volatility risk is defined as an adverse change in market prices of certain positions due to changes in market expectations of the future volatility of that position's price. Volatility risk, i.e. the value of an option, is measured using various indicators:

- **delta** (delta shows the change in the price of an option due to a change in the price of the underlying instrument);
- **gamma** (gamma expresses expected changes in the value of delta due to small changes in the price of the underlying instrument);
- **vega** (sensitivity to the price of an option due to changes in volatility). A change in volatility automatically results in a change in the fair value of options, and so immediately affects yields/gains.

Credit Spread Risk is the risk of losses due to adverse movements in the market prices of debt instruments with unexpected changes in credit spread (margin). Credit risk spread arises from investors' changeable appetite for risk, which influences market prices thus causing an increase or decrease in credit margin. This does not cause a change in the issuer's creditworthiness, but in the issuer's specific risk. Credit spread risk is an important factor in portfolios employing a strategy of trading in spreads or credit derivatives.

Forward contracts and FX swaps

Definition

FX spot transaction is an agreement between two parties under which one party has the obligation to buy the first currency and sell to the second currency at an exchange rate fixed on the transaction date, and another party has the obligation to sell the first currency and to buy the second currency on the settlement date. The settlement date is exclusively a date agreed when transaction is entered into, or two working days after the transaction date.

Forward contract (or FX outright) is an agreement between contracting parties under which one party has the obligation to buy the first currency and to sell the second currency at the forward rate, which is fixed on the date on which the forward agreement is entered into, and another party has an obligation to sell the first currency and to buy the second currency at the same exchange rate, with delivery of currencies on a pre-determine date in the future (expiry date).

Forward rate is the exchange rate, which does not represent a forecast of the exchange rate in the future, but is the spot rate on the transaction date, increased/decreased by the difference between the interest rates of the two quoted currencies. Settlement is executed by delivery of the agreed currencies at the pre-determined agreed exchange rates on the expiry date of the forward transaction.

FX SWAP is a currency swap comprising two legs, one being an FX spot or a forward contract, and another, which goes in the opposite direction from the first conversion, being a forward contract.

Risks associated with forward contracts and FX swaps

Trading in forward contracts is associated with the risk of realising the agreed contract at a price lower than the current market price. If the contracted forward exchange rate is lower than the current market exchange rate, the party with the obligation to sell the contracted amount makes a loss, while the other party makes a profit.

The risk of trading in currency swaps is subject to the risk of negative changes in the difference between the interest rates of the two currencies that are the subject of the currency swap. This situation occurs when the interest rate of the sold currency rises or the interest rate of the purchased currency falls, or when the difference between the interest rates of both currencies has a negative effect on the contracted currency swap.

Settlement risk applies to both financial instruments, and represents the possibility that the transaction will not be realised according to the contracted terms. Settlement risk occurs in cases where there is a time difference in exchanging cash, securities or other assets. Settlement risk thus involves credit, market and liquidity risk:

- **credit risk** occurs when the counterparty does not deliver the security or cash after the first party has already paid or delivered the security according to the contract,
- **market risk** occurs in cases of delay in settling a transaction when trading losses may occur. During that time the market value of the subject of the transaction (i.e. security or other asset) can change adversely for the credit institution,
- **liquidity risk** occurs in cases when the counterparty does not deliver the contractual value on the day of settlement, but later.

Risk of financial leverage on these instruments, as described further below in this document, may arise in the case of professional investors who choose to trade in this way.

Options

Definition of FX options (FX Vanilla)

FX option is an agreement between two parties under which the party buying the option (the Buyer) has the right but not the obligation to buy the first currency and sell the second currency at an exchange rate which is fixed on the purchase date of the FX option, and the party selling the option (the Seller) has the obligation, if the option Buyer so demands, to sell the first currency and buy the second currency at that same exchange rate.

Call option is the right of the Buyer to buy a certain currency.

Put option is the right of the Buyer to sell a certain currency. Each FX option is simultaneously both a call and a put option.

The option's **expiry date** is the date on which the Buyer may exercise the option. The expiry date can be a pre-determined calendar day and the option may be exercised solely on that date (European option) or it can be defined as any date up to the expiry date of a pre-determined future period (American option).

Strike price is the agreed exchange rate at which the option Buyer has the right to buy or sell the currencies which are the subject of the option, and the Seller has the obligation, if the Buyer so demands, to sell or buy the currencies which are the subject of the option.

Premium is the option price which the Buyer pays to the Seller.

The value of an option depends on several factors, as follows:

- exchange rate volatility of the agreed currency pair,
- strike price,
- the option's expiry date,
- FX spot rate,
- interest rates of both currencies,
- liquidity.

Risks associated with trading in FX options

Purchase of a call option is associated with a loss in value of the option if the spot rate falls below the strike price, or if the volatility of the spot rate falls. The maximum loss is limited to the amount of premium paid.

Sale of a call option is associated with the risk of the obligation to deliver an amount at a strike price which is lower than the current spot rate. The risk of meeting the obligation rises with any increase in the spot rate or increase in volatility. The potential loss for the seller of an option is unlimited.

Purchase of a put option is associated with the loss in value of the option if the spot rate rises above the strike price or if the volatility of the spot rate falls. The maximum loss is limited to the amount of premium paid.

Sale of a put option is associated with the risk of the obligation of accepting an amount at a strike price which is higher than the current spot rate. The risk of meeting obligations rises with any increase in the spot rate or increase in volatility. The potential loss for a seller of an option is unlimited.

Forward Rate Agreements (FRA)

Definition

Forward rate agreement is a contract under which the contracting parties define a fixed interest rate on their short-term loans or placements in the future. FRA buyer can buy a fixed interest rate or sell a fixed interest rate.

Fixing date is the date on which the level of the reference interest rate (benchmark) is established, and this is two working days before the settlement date.

The agreed notional principal amount is not exchanged, and there is no obligation of placement by either contracting party on the other, nor any lending or funding from it.

Amount due and payable is the amount which is due on the settlement date. The amount due is the factor of **(a)** the agreed reference amount, **(b)** the difference between the agreed fixed interest rate and the reference interest rate determined on the fixing date, expressed as a decimal number, **(c)** the day count fraction and **(d)** the discount factor.

Day count fraction, depending on a specific transaction, is:

- the number of days elapsed in the relevant accounting period divided by 360 ("actual number/360" or "365/360"), or
- the number of days elapsed in the relevant accounting period, calculated on the basis of a year of 360 days comprising 12 months of 30 days each, divided by 360 ("30/360" or "360/360"), or
- the number of days elapsed in the relevant accounting period, calculated on the basis of a year of 360 days comprising 12 months of 30 days each, divided by 360 according to the Eurobond Convention ("30E/360"), or
- the number of days elapsed in the relevant accounting period divided by 365 ("366/365").

Discount factor is calculated according to the following formula:

Discount factor = $1 / (1 + (\text{reference rate} * \text{day count fraction}))$

Reference interest rate is determined when the transaction concluded, and EURIBOR, LIBOR or ZIBOR (depending on the currency of the transaction) are usually used as a reference rate on the Croatian market.

Risks associated with trading in FRAs

The risk associated with this instrument is the exchange rate risk, which arises if, on the day of fixing the reference interest rate, it is higher than the fixed interest rate, which is negative for the seller of the FRA, and if on the day of fixing the reference interest rate it is lower than the fixed interest rate, which is negative for the buyer of the FRA.

Interest Rate Swaps (IRS)

Definition

Interest rate swap is an agreement under which the contracting parties exchange an obligation at a fixed interest rate for an obligation at a variable interest rate (plain vanilla swap). The buyer of the interest rate swap pays a fixed interest rate, and receives a variable interest rate (payer swap). The seller of an interest rate swap pays a variable interest rate and receives a fixed interest rate (receiver swap). The interest rate which is swapped between the two parties is calculated on a pre-determined notional principal amount – the reference amount – for a pre-determined accounting period. Mutual payments of interest are exchanged at regular intervals.

Reference interest rate: the variable interest rate (variable parameter) payable by the seller of the interest rate swap is pegged to the reference interest rate for the relevant period. The reference interest rate is determined when entering into the transaction, and EURIBOR, LIBOR or ZIBOR (depending on the currency of the transaction) are usually used as a reference rate on the Croatian market.

Risks associated with interest rate swaps

The risk associated with this instrument is the interest rate risk, which arises if, on the day of fixing the reference interest rate, it is higher than the fixed interest rate, which is negative for the seller of the IRS, and if on the day of fixing the reference interest rate it is lower than the fixed interest rate, which is negative for the buyer of the IRS. The potential loss is unlimited, and is linked to any increase in the reference interest rate.

Futures

Definition

A **future** is an agreement between a stock exchange and another party on purchase of an asset, which is the subject of the agreement. The price and terms are pre-defined, and delivery is delayed. Futures are standard forward contracts, and are traded on security exchanges. The subject of the agreement may include, for instance, currencies, interest rates, indices, individual shares, individual debt securities, or commodities.

Risks associated with futures

Trading in futures is associated with the risk of losses in the event of adverse movements in the value of the underlying asset. For example, trading in futures whose underlying instrument is a currency exposes investors to the risks described in the forward agreements section (FX forward).

Structured Products

Definition

Structured products may be divided into two basic groups, depending on the relationship of fluctuations in the prices of the structured product and the underlying instrument, or on the degree of financial leverage:

- **investment certificates** (without financial leverage),
- **structured products** with financial leverage – by buying structured products with leverage, the investor has the possibility to achieve the same earnings as by buying the underlying instrument, but invests less money to purchase a certificate than would be necessary to buy the underlying instrument. The effects of the financial leverage increase the investor's profit, but equally his potential loss, or risk.

Certificates are financial derivatives whose value depends on movement in the value of the underlying instrument, known as the underlying. These are different aspects of investment (shares, bonds, funds, indexes, commodities, currencies, interest rates, etc.).

From a legal perspective, certificates represent debt instruments of the issuer and are held on the balance sheet as a liability, meaning that the buyers of certificates are exposed to the credit risk of the issuer, e.g. risk of bankruptcy.

Compared to classic forms of investment (i.e. buying/selling shares, bonds, agricultural products, metals) certificates have the following advantages:

- simpler form of investment in a wide range of products from the least risky (certificates with a guaranteed return of the initial investment) to high risk (so-called turbo certificates),
- depending on the type, they enable complete or partial protection of the principal without forfeiting the returns that can be achieved on the market on which the underlying instrument is traded,
- they allow small investors to invest in financial instruments that are generally only available to institutional investors (exotic share markets, precious metals, agricultural products, oil, gas, particular sectors, etc.),
- they allow earnings on both market rises and falls,
- they have low investment costs compared to open-ended investment funds (there are no management charges),
- the issuer of certificates is obliged to maintain market liquidity via a market maker, meaning the investor can buy/sell a certificate at any moment.

Other than being exposed to the risks listed below, certificates have the following weaknesses:

- a change in the price (market value) of the underlying instrument over time has a consequent effect on the movement of the price of certificates,
- when buying certificates whose underlying is an individual share, or group of shares, the buyer of the certificates does not acquire shareholder rights (the right to vote at general meetings, the right to payment of dividends),
- holding costs (certificates with leverage),
- in the case of high-risk certificates with leverage, even small changes in the market value of the underlying instrument can cause significant changes in the value of the certificate, or the total loss of the funds invested.

Certificates can be issued with a maturity date or without a maturity date (open). Upon maturity or early redemption, settlement of certificates is achieved through payment of cash, or the delivery of the underlying instrument.

In the case of investment funds with a fixed investment period, there may be restrictions on the withdrawal of investments at a certain intended time.

Certificates are considered complex financial instruments because their value is derived from and dependent on fluctuations in the value of the underlying instrument. Furthermore, they are financial instruments whose characteristics and risks differ for each individual product (certificate), and the presentation of general information about the characteristics and risks of a certificate as a type of financial instrument is not available for the making of sound (informed) investment decisions. In order to make a better assessment of a certificate as a suitable form of investment, it is necessary to study the issuer's prospectus.

Turbo certificates are more risky financial instruments compared to classic (standard) financial derivatives, because they have an inherent financial leverage. When buying a turbo certificate investors do not pay the full price of the underlying instrument, but the difference between the execution price and market price of the underlying instrument increased by a premium representing interest on the capital deployed by the issuer over the duration of the certificate. There are two types of turbo certificate.

Turbo-long – the value of the instrument rises (falls) over-proportionately to the rise (fall) of the underlying instrument. The buyer of turbo-long certificates expects a future rise in the underlying instrument. With turbo-long certificates a stop-loss level is placed beneath the market price of the underlying instrument.

Turbo-short – the value of the certificates rises (falls) over-proportionately to the fall (rise) of the underlying instrument. The buyer of a turbo-short certificate expects a fall in the underlying instrument in the future. With turbo-short certificates a stop-loss level is placed above the market price of the underlying instrument.

Financial leverage

In the event of a rise in the price of the underlying instrument, the built-in financial leverage leads to an over-proportionate rise in the price of a turbo-long certificate, while the price of turbo-short certificates falls over-proportionately to the price of the underlying instrument.

The leverage effect occurs due to the fact that the investor bought a turbo certificate at a price lower than the price of the underlying instrument.

The lower the price of a turbo certificate, or the greater the difference between the market price of the underlying instrument and the price of executing the certificate, the greater the effect of the financial leverage.

Leverage = (price of the underlying instrument * ratio) / price of the certificate

The main advantages of turbo-long certificates are:

- the price of a turbo-long certificate moves over-proportionately to the movement in the value of the underlying instrument,
- the investor makes a profit when the value of the underlying instrument rises.

The main disadvantages of turbo-long certificates are:

- just one transaction is sufficient for the cancellation (expiry) of a certificate, even with a minimal quantity of the underlying instrument at the stop-loss level,
- the possibility of losing the entire invested amount (in the event that the stop-loss level is equivalent to the execution price),
- in the event of adverse movements in the value of the underlying instrument, the potential loss of a turbo-long certificate is greater than the fall in value of the underlying instrument,

- costs of holding certificates reduce the residual value of turbo-long certificates (they are therefore unsuitable for long-term holdings).

Risks of investing in certificates

When investing in certificates there are two basic types of risk:

- risks associated with the certificates:

general risk of investment, risk of the underlying instrument, exposure risk, risk associated with determining the upper limit for redemption (cap risk), conflicts of interest, risk of early maturity/redemption, effect of additional costs, trading and liquidity risk, risk of a halt in trading, risk of cessation or suspension of listing, using a loan for purposes of financial investment, risk protection transactions, inflation risk, risk of offset and settlement, risk concerning general market conditions, exchange rate risk, risk of change in credit rating, the legal aspect of investment, nominating a trustee;

- risks associated with the issuer:

market risk, credit risk of the issuer, interest rate risk, exchange rate risk, liquidity risk, political and economic risk, risk of change in the regulatory environment, operational risk, risk of change in credit rating.

The above risks do not represent all the risks to which investors are exposed when investing in certificates. They are only those risks that are known to the issuer and which the issuer considers can significantly influence fluctuations in certificate prices. Since there are also further risks unknown to the issuer, and the issuer considers that these cannot significantly influence the price of the certificate, investors must be aware that by investing in certificates they are exposed to the risk of partial or complete loss of their invested assets.

All the above risks are described in more detail in the issue prospectus.

Leverage Risk

Financial leverage is any method by which the investor increases his exposure either through borrowing cash or financial instruments, or by taking a position in derivatives with inbuilt financial leverage, or in some other manner.

Financial leverage is used to research the optimal relationships between one's own financing and that of a third-party. The rule of financial leverage asserts that using third-party sources of financing is worthwhile provided that by doing so a return on investment is achieved that is greater than the weighted interest rates at which interest on third-party capital is paid. The return on one's own capital is influenced by the effects of leverage, and depends on the volume of third-party financing.

The leverage effect implies that by increasing third-party financing the return on one's own capital is increased provided that the return on overall investments is greater than the interest rate on the third-party capital. This positive effect is called leverage opportunity. A reduction in the return of the total investment below the costs of using third-party capital leads to a negative effect of leverage, i.e. the increase in borrowings reduces the return on one's own capital. In this case we talk of the leverage risk. The result is an increase in interest on third-party capital or reduction in the return on the total investment. The relationship of third-party and one's own capital is called the financial leverage factor.

The main risk of financial leverage lies in the fact that the profitability of investment itself does not influence the obligation to return debts, and also the cost of such financing influences investments by reducing achieved returns.

Raiffeisenbank Austria d.d. does not offer leveraged instruments to **retail investors**

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Information for Investors

on regulatory provisions governing
client classification,
investor protection, and
conflict of interest management

TABLE OF CONTENTS

1. Capital Market Act / MiFID	Error! Bookmark not defined.
2. Financial Instruments	31
3. Market Types	32
3. Client Categorisation	339
Investment advice.....	30
Trading in financial instruments without investment advice.....	31
Trading in non-complex financial instruments on an Execution-only basis.....	31
4. Investor Compensation Scheme	336
5. Conflict of Interest Management	39

1. Capital Market Act / MiFID

MiFID stands for the Markets in Financial Instruments Directive 2004/39/EC including any amendments and modifications thereto (hereinafter MiFID), which has been implemented in the Croatian Capital Market Act. MiFID applies in the member states of the European Economic Area.

The Capital Market Act (hereinafter CMA) took effect on 1 January 2009 and was published in the Official Gazette of the Republic of Croatia no. 65/18. CMA governs the capital market, defines financial instruments, execution venues and, in relation to the previous legal framework, it has established heightened standards for investment service, resulting in increased requirements in respect of investment firms which provide the respective services. The Act has provided for a greater protection for retail investors and introduced an investor compensation scheme.

MiFID includes a number of rules that can be grouped in the following 4 sections:

1. Markets

- Regulated market
- Multilateral trading facility
- Systematic internaliser

2. Investment firms

- Authorization
- Service and activities
- Organization
- Conflict of interest

3. Investor protection

- Conduct of business obligations
- Best execution

4. Regulators

- Powers
- Cooperation between regulators

One of the principal objectives of the MiFID is to harmonize investor protection in whole Europe. The level of investor protection afforded to a client is directly related to the level of dependence on an investment firm and self-reliance. For instance, if a client's knowledge and experience in the financial field is limited and the client asks the investment firm to advise him or to make an investment decision on his behalf, the client will receive the highest degree of protection.

2. Financial Instruments

The term financial instruments refers to a number of different types of instruments. Transferable financial instruments include, for instance, shares and bonds. Money market instruments refer to treasury and commercial bills, for instance. Units of collective investment undertakings are units in various types of funds. Derivatives are financial instruments derive their value from the value of the underlying instrument. Derivatives include options, futures, swaps, financial contract for differences, and other.

Financial instruments are categorized in four groups:

- **Transferable financial instruments**
- **Money market instruments**
- **Units in collective investment undertakings**
- **Derivatives**

The table below provides an overview of the groups of financial instruments indicating whether they are intended for professional or retail investors, taking into account the identified target market and taking into account, in particular, the classification of the client as a retail investor, professional investor or qualified investor:

Financijski instrument	Investor type
Shares	retail investor
Debt securities	retail investor
Money market instruments	retail investor
Investment funds	retail investor
Financial derivatives	professional investor
Forward contracts and FX swaps	professional investor
Options	professional investor
Forward rate agreements (FRA)	professional investor
Interest rate swaps (IRS)	professional investor
Futures	professional investor
Structured products	retail investor

3. Market Types

Trading venues bring together supply and demand for financial instruments. In Croatia, we distinguish between a stock exchange as a regulated market and a multilateral trading platform. A regulated market (stock exchange) is a multilateral system that combines supply and demand for financial instruments, and it has obtained its authorisation from HANFA. A multilateral trading platform is a multilateral system that combines supply and demand and can be managed by an investment firm or stock exchange, under the approval of HANFA. Although similar to the stock exchange, this system is characterised by lesser transparency and increased investment risk compared to a regulated market. Currently, only the Zagreb Stock Exchange operates in Croatia on the basis of HANFA approval, and it is also the operator of a regulated market and a multilateral trading platform. The Stock Exchange is obliged to conduct trades following the principles of public interest protection and capital market stability, which means that for all participants on the capital market it must ensure:

- efficiency
- up-to-date information

- impartiality
- equality.

If you are considering investments in the markets of the European Union or other global markets, we recommend that you study trading venues, financial instruments and trading rules in these markets..

4. Client Categorisation

Before providing an investment service or activity referred to in Article 5 of the CMA to any new or existing client, the Bank has a duty to categorize a client as a retail investor, professional investor or eligible counterparty. Client classification is conducted based on data collected by the Bank from clients when establishing a business relationship, information made available by clients to the Bank or publicly available information.

Professional investor is a Client who possesses sufficient experience, knowledge and professional expertise to make their own investment decisions independently and to properly assess the risks involved.

The following entities shall be regarded as professional investors in relation to all Financial instruments:

1. Entities that are required to be authorized and/or regulated by the competent regulatory authority to operate in the financial markets:
 - investment firm,
 - credit institution,
 - other financial institution authorized by the competent authority in accordance with the provisions governing their operations
 - insurance undertaking,
 - collective investment schemes and management companies of such schemes
 - pension funds and management companies of such funds
 - pension insurance undertakings
 - commodity and commodity derivative dealers
 - local firm and
 - other institutional investors whose main activity is not covered by points 1 to 9 of this paragraph, and which are required to be authorized or regulated to operate in the financial market
2. Legal entities which, in relation to the previous financial year, meet at least two of the following size requirements:
 - Balance sheet total of at least HRK 150,000,000,
 - net turnover of at least HRK 300,000,000,
 - own funds of at least HRK 15,000,000.
3. National and regional governments, public bodies managing public debt, central banks, international and supranational institutions such as the World Bank, the International Monetary Fund, the European Central bank, the European Investment Bank and other similar international organizations
4. Other institutional investors whose main activity is to invest in financial instruments, including entities dedicated to the securitisation of assets or other financing transactions

All the other Bank's clients which are subject to the classification requirement under the CMA are considered a retail investors. The Bank shall automatically categorise and treat as retail investors all private individuals and legal entities which cannot be considered professional investors

Clients categorised as retail investors are entitled to additional advice and information from the Bank, especially in relation to data concerning financial instruments, fees and related costs.

Clients classified as professional investors or eligible counterparties can be treated as retail investors on their own request.

Clients categorised as retail investors may be treated as professionals on request, provided that the Bank's assessment of the Client's knowledge, experience and professional expertise gives reasonable assurance that the Client is capable of making its own investment decisions and understanding the risk involved.

In order for clients to be classified as professional investors on request, they have to be certain that they are capable of making their own investment decisions and assessing the risks involved and that they will not require a higher level of protection. Clients who request to be professional investors waive the benefit of protection afforded to retail investors.

Retail investors can be categorised as professional investors on request when, as a minimum, two of the following requirements are fulfilled:

- the client has carried out transactions, in significant size, on the relevant market at an average frequency of 10 in each quarter over the previous 12 months
- the size of the client's financial instrument portfolio exceeds HRK 4,000,000,
- the client works or has worked in the financial sector for at least one year in a professional position, which requires knowledge of the transactions or services envisaged.

The portfolio of financial instruments referred to in this Article also includes cash and financial instruments.

Professional investors can be classified as eligible counterparties subject to fulfillment of relevant requirements for categorization as eligible counterparties.

The Bank may provide to eligible counterparties investment services that only consist of reception and transmission of orders in respect of one or more financial instruments, execution of orders on behalf of a client and trading on own account without the need to perform obligations that it has in respect of other clients under the CMA.

Pursuant to the provisions of the CMA, eligible counterparties are:

1. investment firms,
2. credit institutions,
3. insurance undertakings,
4. UCITS fund and UCITS fund management company
5. pension funds and management companies of pension funds,
6. other financial institutions subject to the obligation to obtain authorisation under specific regulations or whose business is governed by European Union legislation,
7. national governments and public bodies that deal with public debt, and central banks,
8. supranational organizations.

Investment advice

When the Client receives investment advice, it is placing a higher degree of reliance on the Bank than it would do in other circumstances such as in the case of simple non-advised transactions. Therefore the CMA requires a process called the Suitability test, where the Bank asks certain questions to reach an understanding of the types of investments that will be suitable for the Client.

If the Bank does not, or cannot, obtain the necessary information to assess Suitability, then it can not make a recommendation. If the Client provides only limited information to the Bank, this will affect the nature and scope of the service the Bank will be allowed to provide to the Client.

As part of the Suitability test the Bank can assess:

- Investment objectives
This can include questions about the length of time the Client wants to hold the investment, his risk appetite and profile, whether the Client plans to invest for income or growth, keep the capital safe and avoid any risk or accept a high level of risk
- Financial situation
Information regarding the Client's financial situation may be obtained through questions about matters such as the source and extent of regular income, assets, real estate property, any debts the Client has and other financial commitments.
- Knowledge and experience
Questions regarding the Client's knowledge and experience related to the investment service envisaged can include the types of services and products the Client is familiar with; the nature, volume and frequency of his previous transactions; and the level of education, profession or former profession.

Trading in financial instruments without investment advice

When the Client is not receiving investment advice from the Bank (or not relying on the Bank to manage the Client's investments) the Client will generally be expected to take a greater degree of responsibility for their decisions. Where the Client wants the Bank simply to follow its instructions to buy or sell an investment, a different set of protections apply. These protections are referred to as the Appropriateness Test. The test aims to protect those who may not understand or be aware of the implications and level of risk involved in a transaction, particularly where the products are 'complex'.

Examples of 'non-complex' financial products are:

- Shares admitted to trading on a regulated market
- Money market instruments
- Many types of bonds
- Units in certain investment funds

Examples of 'complex' financial products are:

- Options, futures, swaps and other derivatives
- Financial contracts for differences
- Convertible bonds
- Warrants

As part of the Appropriateness test, in the course of performing financial instrument transactions, the Bank assesses whether the Client has adequate knowledge and experience to understand risks involved in connection with the type of product or service offered or demanded in order to assess whether the investment service or product envisaged is appropriate for the Client. In the case of a professional client, the Bank may assume that the client has the necessary knowledge and experience related to products or services in respect of which the client is regarded as a professional. If the Bank concludes that the Client has the necessary knowledge and experience to understand the risks involved, then the Bank may simply go ahead with the transaction. If the Bank concludes that the client does not have the necessary knowledge and experience, or that it has not supplied enough information to enable the Bank to reach a view, then the Client will receive a warning from the Bank saying that either the Bank does not regard the proposed transaction as appropriate or that the information is not sufficient to enable the Bank to determine appropriateness. If the Client insists on going ahead with the transaction, the Client must accept the risk.

Trading in 'non-complex' financial products on an execution-only basis

The Appropriateness test does not apply in the case of some kinds of 'non-advised' transactions. This service can be described as Execution-only.

If the order/instruction relates to:

- a. investment services that only consist of execution and/or the reception and transmission of client orders with or without ancillary services relating to shares admitted to trading on a regulated market or in an equivalent third-country market, money market instruments, bonds or other forms of securitised debt (excluding those bonds or securitised debt that embed a derivative), units of open-end investment funds with public offering and other non-complex financial instruments¹;
- b. and the respective services are provided at the initiative of the Client, in the provision of these service the Bank is not required to assess the suitability of the instrument or service provided or offered and therefore the Client does not benefit from the corresponding protection of the relevant conduct of business rules.

In order to provide its clients with a greater level of protection, the Bank does not conclude transactions on an execution-only basis, but at least on the principle of non-advised trading.

5. Investor Compensation Scheme

For investor protection purposes, the relevant legal provisions regulate the establishment and management of an investor compensation fund (hereinafter: Fund), determination of the insured event and disbursement of protected claims.

The purpose of the Fund is the protection of investor claims which the Fund member is not able to disburse and/or return to the Client in case of the occurrence of the insured event.

¹ Non-complex financial instruments also include Financial Instruments (i) other than those referred to in Article 3 paragraph 1 point 3.c and Article 3 paragraph 1 point 2. d of the Capital Market Act, (ii) in respect of which there is a frequent possibility to sell, buy back or otherwise realise the financial instruments at a price which is publicly available to the market participants and which is either the market price or the price verified by evaluation systems independent of the issuer, (iii) which do not include actual or potential liability of the Client that exceeds the costs of acquisition of the instrument and (iv) in respect of which integral information on their characteristics is publicly available and as such is likely to enable an average retail client to take an informed decision on entering into a transaction in connection with the Financial instrument in question.

The Fund's operator is the Central Depository and Clearing Company d.d. The Central Depository and Clearing Company d.d. manages the Fund, conducts all actions in the name and for the account of the Fund, and represents it in all operations before the government, court, administrative and other bodies, for the purposes of exertion of its rights.

The Bank's membership of the Fund protects the claims of Bank Clients in cases where:

1. bankruptcy proceedings have been initiated over the Bank,

or
2. the Croatian Financial Services Supervisory Agency determines that the Bank is unable to perform its obligations to Clients by being unable to repay money owed and/or return the Financial instruments held, administered and managed by the Bank on behalf of the Client, and that there are no prospects that such circumstances will change significantly in the near future.

In accordance with the provisions of the applicable Act, the following claims of Clients in respect of the agreed brokerage or custody services, amounting up to HRK 150,000.00 per Bank's Client, shall be secured:

1. Monetary claims in HRK and currencies of Member States, owed by the Bank to the Client or belonging to the Client, which are held by the Bank for the respective Client,
2. Financial instruments belonging to the Bank's Client, which are held, administered or managed by the Bank on behalf of the Client.

The amount of secured claims of the Client shall be calculated as the total amount of the Client's claims, regardless of whether the Bank keeps them at one or more accounts, on one or several contractual bases or in relation to one or several investment services, in kunas and/or in the currency of a Member State, up to the secured amount referred to applicable legal provisions. This amount shall include interest until the date of initiating bankruptcy proceedings over the Bank or date of publication of HANFA's decision on the occurrence of an insured event.

Secured claims of the Client shall not include:

3. Funds of clients of credit institutions – claims covered by the law regulating the protection of deposits in credit institutions for the purpose of protection of depositors in case of unavailability of deposits,
4. Claims of the Bank's clients arising out of transactions in connection with which a criminal conviction has been obtained for money laundering.

The compensation procedure in case of occurrence of an insured event is as follows:

1. After HANFA has adopted a decision on the occurrence of an insured event, the Operator initiates the procedure for compensation of clients of the Fund member, and publishes the respective information in two daily newspapers distributed in the whole or prevailing territory of Republic of Croatia and on the Operator's web page.
2. The Operator shall also send notification of the occurrence of the insured event, invitation to file a compensation claim and the form of the claim, to all Bank Clients which are known to the Operator.

3. In the compensation claim the Client shall provide to the Operator the most important data and information required to determine the right to payment of protected claims. The Client shall send the completed compensation claim form to the Operator by mail exclusively. The claims have to be filed no later than five months from the date on which the Agency publishes the decision on the occurrence of an insured event in the Official Gazette of the Republic of Croatia.
4. The Operator shall determine the amount of secured claims of the Bank's Clients by taking into account all legal and contractual provisions in respect of each claim, and any counterclaim that may be filed in particular, with the balance as of the date of initiating bankruptcy proceedings or publishing HANFA's decision on the occurrence of the insured event.
5. Within thirty days from the publication date of HANFA's decision, the Operator shall determine the amount of the secured claim entitlement of the Bank Clients.
6. The determined amounts of secured claims shall be paid to the account specified in the compensation claim without delay, no later than 90 days from the date of establishing the entitlement to secured claims, or the date of determining the amount of secured. Exceptionally, the deadline may be extended by an additional 90 days under a special HANFA resolution

The Bank's Client whose claims are protected is any private individual and legal person whose funds are held on behalf of the Client, administered or managed by the Bank, excluding, however, the following:

1. Credit institutions,
2. Investment firm,
3. Financial institutions,
4. Insurance undertakings,
5. Collective investment undertakings,
6. Pension fund management companies and pension funds,
7. Companies which make up the group with the Fund Member which is unable to perform its obligations,
8. Legal or natural person holding more than 5% of voting shares in the capital of the Fund Member which is unable to perform its obligations,
9. Parent or subsidiary undertaking of the Fund Member which is unable to perform its obligations,
10. Management board and supervisory board members, and members of the board of administration, of the Fund Member which is unable to meet its obligations if these persons occupy abovementioned positions or are employed by a Fund Member on the date on which bankruptcy or liquidation proceedings are initiated over the Fund Member or on the date of publication of the Agency's decision on the occurrence of the insured event, or if these persons occupied these positions or were employed during the current or previous financial year

11. Tied agents of an investment company which is unable to meet its obligations, and which act in such a capacity on the date of opening of bankruptcy or liquidation proceedings over an investment firm or on the date of disclosure of the Agency's ruling on the covered case, or were in these positions during the current or previous financial year
12. Persons responsible for carrying out the statutory audits of a Fund Member's financial statements, and persons responsible for preparation and archiving of accounting documents of a Fund Member and preparation of financial statements
13. Directors, supervisory and management board members of this person holding 5 or more percent of the capital of a company which is a parent or a subsidiary undertaking in relation to a Fund Member, and persons responsible for the audit of financial reports of this company
14. Marital or extramarital partners and close relatives up to the second degree in the direct line and second degree in the collateral line of persons referred to in items 10 to 13 of this paragraph or their spouses
15. Clients of a Fund Member who have contributed to the covered case by non-fulfilling their obligations towards a Fund Member.

The above description of the Investor compensation system is a brief overview. Full information about the system is provided in relevant provisions of the Capital Market Act, and Rules and Ordinances of the Fund Operator, which are available on www.skdd.hr.

6. Conflict of Interest

In keeping with the legal regulations and the Ordinance on Organizational Requirements for Providing Investment Services and Conducting Investment Activities and Ancillary Services the Bank shall take any measures and actions required to identify and manage any conflict of interest that may occur between the Bank as an investment company and/or relevant persons on one side and the Client on the other side, the existence of which may harm the Client's interests.

When identifying conflict of interest, the Bank shall at all times consider the following circumstances as a source of conflict of interest:

1. the Bank and/or a relevant person may realize financial gain or avoid financial loss at the expense of the Client,
2. the Bank and/or a relevant person have interest in or benefit from the outcome of a service extended to the Client, or from a transaction executed for the account of the Client, and which are different from the interests of the Client (in the mentioned outcome),
3. the Bank and/or a relevant person have financial or some other motive for favoring the interests of another Client or group of Clients at the expense of the Client's interest,
4. the Bank and/or a relevant person perform the same business as the Client,

5. the Bank and/or a relevant person receive or will receive from a person who is not the Client additional inducement with regard to the service extended to the Client, in the form of money, goods or services, and which do not represent the usual commission or fee for the particular service.

In the course of identifying conflict of interest, the Bank may consider the following situations as a source of the conflict of interest:

1. the Bank simultaneously performs services acting in various capacities, for instance, lending services and services related to securities underwriting,
2. the Bank buys financial instruments from the Client, and sells financial instruments to the Client, in its own name and for its own account ,
3. the Bank or a relevant person trades in a financial instrument in its own name and for its own account, with inside information in respect of the traded financial instrument being available to them at the same time,
4. the Bank provides services to issuers whose financial instruments it transacts for the Client's account or provides advice regarding these financial instruments to the Client.

Client complaints, which are related to the conflict of interest in respect of the provision of investment services shall be referred to the Compliance Office

Procedures and measures for management of conflict of interest:

1. Gifts and benefits for employees: employees in all business areas are prohibited from receiving and accepting gifts and other inducements. Exceptions are permitted only if provided for in the Bank's rules.
2. Actions subject to approval: for certain procedures the employees have an obligation to obtain prior written approval of the responsible Board Member or the Compliance Office.
3. Independence: Individuals who are involved in multiple activities associated with a potential impermissible conflict of interest have a duty to undertake such activities after making independent decisions appropriate to the Bank's size and activities and the risk of harm to the interests of Clients.
4. Compensation: Compensation given to certain employees must not have any direct connection to the compensation paid to other employees or the earnings of other employees if there is an impermissible conflict of interest between the activities of the individuals involved.
5. Undue influence, simultaneous or sequential provision of services by one individual: the purpose of the distribution of business within the Bank is to prevent individuals from exerting an undue influence on the manner in which other individuals perform securities activities and ancillary services and to prevent employees from performing such activities and services simultaneously and directly in sequence or from becoming involved in such activities or services in a manner likely to cause a conflict of interest.

6. Restricted list: a list of employees who are prohibited from trading in certain financial instruments in a certain time period and this list is part of the Conflict-Watch List.
7. Areas of confidentiality /Chinese walls: The Bank has defined the areas of confidentiality within its organizational structure. Certain information (especially information which has not been made public and its disclosure could have an effect on the price of the Financial Instruments – hereinafter: inside information) is not permitted to be transmitted across areas without the knowledge of the head of the respective area of confidentiality and the size and contents of the transmitted information must be limited to the what is absolutely necessary.
8. Employee transactions: the Bank's employees, when performing their official duties, may be exposed to a potential conflict of interest or inside, they have an obligation to comply with special rules governing the performance of employee transactions.

Further details of the Conflict of Interest Management Policy will be provided to the client upon request.

Sources:

New Capital Market brochure which is available on HANFA web site

A Consumer's Guide to MiFID, which is available on HANFA web site

Capital Market Act available on HANFA website

Disclaimer:

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Before issuing requests/orders to buy and/or sell, a potential investor should study the issue prospectus of the chosen financial instrument and all the characteristics and risks of investing in the chosen financial instrument, as well as its effect on the movement in price of the chosen financial instrument. Furthermore, the Bank advises potential investors to seek advice from legal, taxation, accounting and other relevant expert.