

## **Notification of changes of General Terms and Conditions and Cut-Off Times Applicable as of 20.10.2023**

Dear Client

We hereby announce changes to the following documents, which shall be applicable from 20.10.2023:

- General terms and conditions of payment accounts of private individuals,
- Cut-Off Times for execution of payment transactions for private individuals.

If you do not agree to the proposed changes, you can cancel the Framework Agreement free of charge effective on any date, but before the changes take effect.

Unless you notify us of the cancellation of the Framework Agreement by the effective date of the changes, we will consider that you have accepted the changes.

If you wish to read the full documents including the changes therein, they are available on our website [www.rba.hr/dokumentacija](http://www.rba.hr/dokumentacija) and in our branches.

### **Note for clients holding RBA current account**

According to Article 305 of the Credit Institutions Act (Official Gazette no. 159/13., 19/15., 102/15., 15/18., 70/19., 47/20., 146/20., 151/22.), we are obliged, on an annual basis at a minimum, to provide to clients holding RBA current accounts a notification on the time limit in which we give the first and the second debt notice and the warning of a pending cancellation.

Below is a more detailed explanation of the changes and the notification.

### **1. Changes to the general terms and conditions of payment accounts of private individuals**

- **Section XVII TERMINATION OF FRAMEWORK AGREEMENT, point 7** is supplemented by a clause where the Bank has the right to terminate the Framework Agreement without notice if the Account Holder, upon demand of the Bank:
  - fails to submit documentation for the purpose of regulating all obligations pursuant to the Anti-Money Laundering and Terrorist Financing Act and the documentation required for the purpose of conducting due diligence of the client in accordance with relevant regulations, or
  - If the Account Holder submits incomplete documentation.
  - if the Bank identifies or suspects any violation of Anti-Money Laundering and Terrorist Financing Act and the related implementing regulations.
- Added **Section XVIII SANCTIONS AND NON-EXECUTION OF ORDERS:**

In accordance with specific measures prescribed by the competent international bodies, international measures and embargo measures, applicable law, internal procedures and acts of the Bank, the Bank reserves the right to refrain from establishing business relationship or to unilaterally terminate the existing business relationship and/or to reject execution of a transaction and/or to disable the disposal of funds in the case the Account Holder and/or participant in the transaction is listed in:

  - the lists of international restrictive measures and/or
  - international sanctions lists of the U.S. Office of Foreign Assets Control (OFAC) or
  - EU Sanctions List,
  - UN sanctions list,

- UK sanctions list (OFSI).

The prohibitions laid down in the sanction regulations also apply to indirect payments to sanctioned individuals or individuals or legal entities from the sanctioned countries or to individuals or legal entities where the Bank is aware that such individuals or entities deal or execute transactions with the sanctioned countries, as well as to payments made to third parties for the benefit of such individuals.

## **2. Changes of the Cut-Off times for execution of payment transactions of private individuals**

- Change of time of receipt of the order from 16:30 to 16:15 hrs for national EUR credit transfers (urgent payment) to accounts outside RBA placed through:
  - on-line banking (RBA internet banking and mobile banking),
  - payment service provider (PISP/TPP).
- Extended time of receipt of the order from 14:15 to 14:40 hrs for international EUR credit transfers placed:
  - in the bank's branches,
  - through online banking (RBA internet banking),
  - through a payment service provider (PISP/TPP).
- It is further clarified that international EUR credit transfers (urgent payment) initiated through on-line banking (RBA internet banking) and through payment service providers (PISP/TPP) include also payments made through Target2 payment system if the recipient bank participates in this system. The list of participants is available on the European Central Bank website.

## **3. Notice of the time period within which we give the first and the second debt notice and cancellation warning**

In accordance Article 305 paragraph 1 of the Credit Institutions Act, the Bank is obliged to provide information on an annual basis to its clients about the time period in which we send the first and the second debt notice and the warning of a pending cancellation.

In view of the aforementioned, we hereby inform our clients holding RBA current accounts that we give the following notices in the event of debt past due:

- Notification of due debt within at least 5 days,
- Dunning letter within at least 20 days, and
- Warning of pending cancellation within at least 60 days from the occurrence of the debt past due.

In case of any inquiries, do not hesitate to contact us through our contact channels.

Your RBA