

TERMS AND CONDITIONS
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OF INVESTMENT ADVISORY SERVICES
OF INVESTMENT ADVISORY AUSTRIA d.d.
OF RAIFFEISENBANK AUSTRIA



IMPORTANT NOTE: SALE/DISTRIBUTION RESTRICTIONS

Investment funds distributed by the Bank ("Funds") are not registered in the United States of America ("USA"). Therefore, shares in the Funds are not intended for distribution, and the Bank will not offer and/or distribute them within the territory of the USA and/or to U.S. citizens, and/or permanent residents of the USA and/or legal entities of any nature that are established and/or operate within the USA. Shares in funds will be distributed or offered for distribution by the Bank only in jurisdictions where regulatory approvals exist. In case of any doubt regarding the aforementioned, investors and/or potential investors, regardless of whether they are Clients (as defined in these General Terms and Conditions) are advised to consult their professional legal and tax advisors beforehand. In this regard, the Bank may only provide information in which jurisdictions the necessary regulatory authorizations exist. This also applies to all Financial Instruments as defined in these General Terms and Conditions.

1. GENERAL SERVICE INFORMATION

- 1.1. As part of the Investment Advisory services of Raiffeisenbank Austria d.d. (hereinafter referred to as the "Investment Advisory"; Raiffeisenbank Austria d.d. as: the Bank or RBA), clients receive not only transaction execution or depositary/savings services in respect of their financial assets, but they are also provided with access to individual Investment Advisory. The Investment Advisory Service focuses on providing added value in the form of comprehensive advisory and sophisticated financial services.
- 1.2. Investment Advisory is a service defined by the Capital Market Act and the applicable regulations. It consists of providing personal recommendations to the client with regard to one or more transactions with financial instruments, at the request of the client or at the initiative of the investment firm or the Bank. The Bank provides this service to private individuals classified as retail investors, which means that they are categorized as clients with the highest degree of investor protection.
- 1.3. Investment Advisory relates to provision of non-independent investment advice on a one-off basis.
 - The one-off nature of this service means that at any time the client may request from the Bank an investment advisory service, including a suitability assessment of (i) an investment or (ii) the client's investment portfolio with the Bank, and that the Bank may, but undertakes no obligation to, perform subsequent, periodic or continuous assessment of the suitability of a particular financial instrument for the client.
 - The non-independent investment advisory service implies personal recommendations given by the Bank to the Client in respect of the purchase, sale, holding or exercise of rights attaching to financial instruments which are mainly products of RBA and/or any member of the RBA Group and/or affiliated members of the RBA and/or RBI Group as listed in section "DEFINITION" of these General Terms and Conditions.

DEFINITIONS

2.1. The following terms used in the General Terms shall have the meanings as set forth below:

Bank Raiffeisenbank Austria d.d. (hereinafter: the "Bank")

Raiffeisenbank Austria d.d. Magazinska cesta 69 10000 Zagreb Hrvatska

Tel: +385 1 55 75 951 Fax: +385 1 46 04 900 INFO e-mail: info@rba.hr INFO web: www.rba.hr

The Bank is registered with the companies register at the Commercial Court of Zagreb under the registration number MBS: 080002366, OIB: 53056966535. All its branches are listed on the official website of the Bank www.rba.hr.

The Bank is included on the list of licensed credit institutions published on the website of the Croatian National Bank, the credit institutions' licencing and supervisory authority.

Croatian National Bank

Address: Trg hrvatskih velikana 3, Zagreb

Phone: 01 4564555 e-mail: info@hnb.hr website: www.hnb.hr

In respect of the provision of investment services, the Bank is subject to supervision of the Croatian Financial Services Supervisory Agency (HANFA).

HANFA

Address: Franje Račkog 6, Zagreb

Phone: 01 6373200 e-mail: info@hanfa.hr website: www.hanfa.hr

The Bank is licensed for the performance of the following investment services and activities:

- a) reception and transmission of orders in relation to one or more financial instruments,
- b) execution of orders on behalf of clients,
- c) dealing for own account,
- d) investment advisory,
- e) underwriting of financial instruments issues and/or placing of financial instruments on a firm commitment basis,
- f) placing of financial instruments on a noncommitment basis, and
- g) ancillary services of safekeeping and administration of financial instruments for the client's account, including custody and custody-related services.

The licence was issued by the Croatian Securities Commission (the legal predecessor of the Croatian Financial Services Supervisory Agency) and the Croatian National Bank.

Investment Profile

The Investment Profile is a prerequisite and a basis for providing Investment Advisory services and enables the Bank to provide service in the best interest of the Client. The Client Investment Profile is created by the Bank based on the information provided by the Client. The Investment Profile defines the investment objectives, the financial potential (including the ability to bear loss), the ability to bear risk and the Client's risk tolerance, experience and knowledge of the Client necessary to understand the risks associated with the transaction and consequently the suitability of the desired Financial Instrument for the Client.

Advisory Protocol

A document recording all relevant information about the client, the portfolio, the intended transaction and the suitability for the Client of a particular financial instrument, which are collected by a Bank's representative via direct communication with the Client, in the form of minutes of the client meeting, and which are a prerequisite for the provision of the Investment Advisory service.

Information for investors in financial instruments

The document contains information on financial instruments, their respective characteristics, related risks, conflict of interest policy, general information about the Bank and the investment services provided by the Bank.

Agreement

The Client Investment Profile (signed by the Client), The Advisory Protocol (signed by the Client) and documentation handed over to the Client at the Bank's premises, and otherwise available to the Client on the Bank's website: these General Terms and Conditions, Information for Investors in Financial Instruments, The Fee Schedule applicable to clients of Raiffeisenbank Austria d.d., and The Rules of Personal Data Treatment of Raiffeisenbank Austria d.d. together constitute the Agreement on non-independent one-off Investment Advisory Agreement.

Financial instrument

Financial instrument defined under the Capital Market Act as in force from time to time (as at the date hereof, Article 3.).

Client

A private individual consumer classified as a retail investor who enters into an Investment Advisory Agreement with the Bank.

RBA

Same as the Bank

RBA Group (in the Republic of Croatia)

Current members of the RBA Group are:

- 1. Raiffeisenbank Austria d.d.
- 2. Raiffeisen Leasing d.o.o.
- 3. Raiffeisen društvo za upravljanje obveznim i dobrovoljnim mirovinskim fondovima d.d.
- 4. Raiffeisen mirovinsko osiguravajuće društvo d.o.o.
- 5. Raiffeisen Consulting d.o.o.

RBA Group (in the Republic of Croatia)

Affiliated RBA Group member: 6. UNIQA osiguranje d.d.

Members of the RBA Group are also all companies that, in accordance with the law governing the concept of a group of credit institutions, may subsequently become a member of the RBA Group. Changes of the RBA Group members as well as changes of affiliated members of the Group, whether by admission or by establishment of new members or withdrawal of existing members from the group, will not affect or cause the provisions of these General Terms and Conditions to be modified. An up-to-date list of RBA group members and affiliated members is available on the Bank's website www.rba.hr

RBI Group

Raiffeisen Bank International AG (RBI) is part of the Austrian Raiffeisen Banking Group (RBG). RBG structure is composed of three levels, made up of autonomous, local Raiffeisen banks, regional Raiffeisen banks on individual regions ("Landes") level and RBI. Autonomous, local Raiffeisen Banks are private cooperative institutions and owners of regional Raiffeisen banks in their respective regions, and these regional banks together are the majority shareholders of the RBI. RBI regards as its home market not only Austria, but also Central and Eastern Europe (CEE). RBI subsidiary banks cover 14 markets in that region. In addition, the Group includes also numerous providers of other financial services, for instance in the areas of leasing, asset management, as well as mergers and acquisitions. RBA is a member of the RBI group, that is, the RBG group. Raiffeisen Invest d.o.o. is considered a member of the RBI group.

CONTRACTING OF INVESTMENT ADVISORY SERVICES

- **3.1.** Currently, clients of FWR Private Banking and clients using the Premium package and who meet the asset-related criteria for access to Premium banking services are entitled to use the Investment Advisory services.
- **3.2.** A User of the Investment Advisory service can be a private individual, who (i) is already the Bank's client, (ii) requests an Investment Advisory service, (iii) for whom the Advisory Protocol and the Client Investment Profile are prepared and (iv) is allowed access by the Bank grants to such Service.
- **3.3.** The executed and signed Client Investment Profile and Advisory Protocol represent the Bank's confirmation of the contracted of the non-independent and one-toff Investment Advisory service, available to the Client from that moment on.
- **3.4.** The client entering into an Investment Advisory Agreement may utilize said service only personally. The right to the service is non-transferable.

SCOPE OF INVESTMENT ADVISORY SERVICES

- **4.1.** The Bank will perform an Investment Advisory service in accordance with the following principles:
 - investment-related advisory (in relation to a specific product),
 - investor-related advisory.
- **4.2.** After providing the Investment Advisory Service recommendation, the Bank has no obligation to further advise the Client in any way whatsoever.
- **4.3.** As part of an Investment Advisory Service, the Bank provides the Client with access to the services of non-independent and one-off investment advisory in respect of the purchase, sale, holding or exercising of rights attaching to financial instruments issued by the Bank and/or members of the RBA/RBI Group and/or other legal entities with which the Bank may have a financial instruments distribution agreement.
- **4.4.** By signing the Client Investment Profile and the Advisory Protocol, the Client accepts these General Terms and Conditions. By accepting these General Terms and Conditions, the Client also accepts the scope of the services described herein, however such acceptance creates no obligation or commitment whatsoever on the part of the Client to use the service at any time.
- 4.5. Within the scope of the Investment Advisory Agreement as well as in the course of providing the Investment Advisory Service, all investment decisions shall be made by the Client only. Under no circumstances shall the Bank make any investment decisions on behalf of, or manage the Client's assets. The Bank will inform the Client, via the Information for Investors in Financial Instruments, about risks associated with an investment, which risks are common and known to the Bank. Before making an investment decision, the Client is requested to assess all known risks and all other conditions of the potential investment decision on her/his own.
- **4.6.** The Bank shall not provide the Client with any legal, accounting, tax or any other advice other than those expressly agreed.
- **4.7.** The Bank shall not be liable for investment decisions made by the Client on the basis of the investment advice received, except in case of wilful misconduct or gross negligence on the part of the Bank and/or its employees and/or representatives.
- **4.8.** If the Client wishes to make an investment decision which the Bank has assessed, on the basis of the Client Investment Profile and the Advisory Protocol, as inappropriate for the Client, the Client cannot realize the intended investment decision within the scope of the Investment Advisory Service, and the Bank will warn the Client accordingly.
 - Notwithstanding the immediately hereinabove paragraph, if the Client still wishes to execute the investment in such nonsuitable instrument, but in case of a simple financial instrument only, the Client shall sign a statement on making the investment decision despite the Bank's warnings; and shall state therein that the Bank shall execute their order solely for the purchase of the particular simple financial instrument. Otherwise, or in the case of intention to execute investment in a complex financial instrument, the Bank shall refuse to execute such an order.
- **4.9.** As a rule, the Bank will not provide Investment Advice relating to specific financial instruments or other investments by telephone. It will provide the Client by telephone with information about the intended market and possible assessment or expectations, if available, only to the extent that such information is not considered an investment advisory.

5. SUSTAINABILITY FACTORS

5.1. "Humanity has the ability to make development sustainable to ensure that it meets the needs of the present without compromising the ability of future generations to meet their own needs."

Report of the World Commission on Environment and Development: Our Common Future, 1987.

Sustainability refers to the ability to maintain or support a process continuously over time, meeting our own needs without compromising the ability of future generations to meet their own needs.

Consequently, "European Green Deal" is response of the European Union to climate and environmental challenges. It's a new development strategy which aims to transform EU into just and prosperous society, with modern and competitive economy without net emissions of greenhouse gases until year 2050.

- 5.2. Sustainable investment represents an investment in an economic activity that contributes to an environmental objective, as measured, for example, by key resource efficiency indicators on the use of energy, renewable energy, raw materials, water and land, on the production of waste, and greenhouse gas emissions, or on its impact on biodiversity and the circular economy, or an investment in an economic activity that contributes to a social objective, in particular an investment that contributes to tackling inequality or that fosters social cohesion, social integration and labour relations, or an investment in human capital or economically or socially disadvantaged communities, provided that such investments do not significantly harm any of those objectives and that the investee companies follow good governance practices, in particular with respect to sound management structures, employee relations, remuneration of staff and tax compliance.
- **5.3.** Sustainability factors mean environmental, social and employee matters, respect for human rights, anti-corruption, and anti-bribery matters.
- **5.4.** In the context of the investment advisory service, the Bank disclose the "sustainability factors" of the financial instruments in a transparent manner to Clients and also being able to gain a sufficiently detailed understanding of customers' individual sustainability preferences.
- **5.5.** Sustainability preferences represents Client choice as to whether and, if so, to what extent, one or more of the following financial instruments shall be integrated into Client investment:
 - a) financial instrument for which determines that a minimum proportion shall be invested in environmentally sustainable investments as defined in Article 2, point (1), of Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 on the establishment of a framework to facilitate sustain able investment, and amending Regulation (EU) 2019/2088,
 - b) financial instrument for which the client or potential client determines that a minimum proportion shall be invested in sustainable investments as defined in Article 2, point (17), of Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial services sector,
 - c) financial instrument that considers principal adverse impacts on sustainability factors where qualitative or quantitative elements demonstrating that consideration are determined by the client or potential client.
- **5.6.** More detailed information regarding sustainability factors can be found in Bank's Sustainability Information Leaflet which can be found at www.rba.hr.

6. INVESTMENT ADVISORY ON PRODUCTS OF THE BANK, MEMBERS OF THE GROUP AND OTHER LEGAL ENTITIES HAVING A DISTRIBUTION AGREEMENT WITH THE BANK

- **6.1.** As part of the Investment Advisory Service in respect off financial instruments issued by the Bank and/or members of the RBA /RBI Group and/or other legal entities having a distribution agreement with the Bank may, at its initiative or at the request of the Client, provide a personal recommendation or investment advice in respect of one or more transactions relating to said financial instruments.
- **6.2.** The Bank does not provide Investment Advisory on an independent basis in respect of the immediately hereinabove mentioned financial instruments.
- **6.3.** Investment advice provided by the Bank as part of this service is based solely on the best interests of the investor and an assessment of appropriateness of a transaction or investment for the respective investor.

> 7. INDEPENDENT FINANCIAL ADVISORY

7.1. The Bank does not provide investment advisory service on an independent basis.

8. FINANCIAL BENEFIT

- **8.1.** Before carrying out the investment, the Bank will inform the Client of the related investment costs (cost of brokerage and/or custody services, product costs such as management fees of investment funds, etc.) in a manner appropriate for this type of financial instrument (information on costs and charges is disclosed separately for each financial product). In addition, the Bank provides the Client, at least once a year, with a Statement of investment-related costs and charges that have been actually charged to the Client in connection with the investment (Ex-Post Statement of Costs and Charges).
- **8.2.** When providing the service referred to in section 5 of these General Terms and Conditions, the Bank may receive consideration from members of the RBA and/or RBI Group and/or entities having a distribution agreement with the. Such consideration is known as inducements. Inducements provide an opportunity to further develop and improve the quality of the service extended and do not diminish the Bank's obligation to act in the best interest of the Client. The Investment Advisory rule is that clients are exclusively recommended such products that best match their financial situation, risk tolerance and investment goals, regardless of the consideration that the Bank may receive.
- **8.3.** The amount of consideration depends on the type of financial instrument or product or service offered or on the issuer or service provider or agent. Fees can be contracted in the following ways:
 - for UCITS funds, fee received by the Bank may consist of an entry charge for the purchase of units in funds that can range from 0 to the maximum amount prescribed by the respective fund prospectus and a percentage of the management fee receivable by that particular fund's manager that can range from 0 100%;
 - for other products, consideration received by the Bank may be contracted as a percentage of the sales value or otherwise.
- **8.4.** Details of the charges may vary, and for this reason the Bank will, at the request of the Client, provide more details about the consideration received for every financial instrument, product or service offered, as referred to in point 3 of this section. Inducements shall be made public together with other information on costs and charges.
- **8.5.** Payments or benefits that enable, or are necessary for, the provision of investment services, such as custody charges, brokerage fees, settlement and exchange fees, legislative fees or legal costs, which by their nature cannot lead to conflicts with the Bank's undertakings to act honestly, fairly and professionally and in accor dance with the best interests of clients, will not be considered as charges within the meaning of points 3 and 4 of this section.

PREVENTING CONFLICT OF INTEREST

9.1. In accordance with the Capital Market Act and the Ordinance on organizational requirements and rules of business conduct for the performance of investment services and activities and remuneration policies and criteria for significant investment firms, the Bank has a duty to take all necessary measures and procedures to identify and manage any conflict of interest that may arise between the Bank as an investment firm and/or relevant persons on the one hand and the Client on the other, the existence of which conflict may harm the interests of the Client. In this regard, the Bank has adopted rules of conduct which include, inter alia:

a. Examples of Circumstances That May Lead to Conflict of Interest

- I. The Bank simultaneously renders services in different capacities, e.g. lending services and services related to securities issuance,
- II. In executing an investment for the account of the Client, the Bank trades against the Client;
- III. The Bank or a relevant person trades in a financial instrument in its name and for its own account, while at the same time having access to inside information relating to the respective financial instrument
- IV. The Bank offers banking services to issuers of financial instruments in respect of which the Bank provides Investment Advisory Services to the Client;
- V. The Bank provides Investment Advisory service and, in this capacity, it recommends investing in the financial instruments issued by members of the RBA and/or RBI Group.

b. Procedures and Measures for Managing Conflicts of Interest

- Gifts and Benefits for Employees
 Employees in all business areas are prohibited from accepting gifts and other inducements.
 Exceptions are permitted in accordance with the Bank's rules.
- II. Actions Subject to Approval Employees are required to obtain written approval from the competent persons in the Bank for certain actions.
- III. Independence
 Individuals involved in multiple activities associated with potential impermissible conflict of interest shall perform such activities at a degree of independence appropriate to the size and activities of the Bank and to the risk of harm to client interests.
- The compensation

 The compensation given to individual employees shall not have any direct connection to the compensation paid to other individuals or the earnings made by other persons if there is an impermissible conflict of interest between the activities of the individuals involved.
- V. Undue influence, simultaneous or sequential provision of services by one individual The aim of distribution of business within the Bank is to prevent individuals from exerting undue influence on the ways in which other individuals perform investment activities and services as well as to prevent employees from performing such activities and services simultaneously or directly in sequence, or from becoming involved in such services in a way that would most likely lead to conflict of interest.
- VI. Restricted List
 Restricted list is a list of employees who are prohibited from trading a particular financial instrument for a certain period of time, and it is part of the Conflict Watch List.
- VII. Creation of Confidentiality Areas /Chinese Walls
 The Bank has defined areas of confidentiality within its organizational structure. Certain information (especially information which has not been made public and the disclosure of which could have an effect on the price of financial instruments hereinafter referred to as inside information) shall not be transmitted across areas of confidentiality without the knowledge of the management of the respective area, and the size and content of the information transmitted must be limited on a need-to-know basis.
- VIII. Employee Transactions
 Since the Bank employees, when performing their official duties, may be exposed to potential conflict of interest or inside information, they shall comply with specific rules governing the execution of personal transactions.

10. DATA CONFIDENTIALITY

- **10.1.** The Bank will keep confidential all data and value judgments that become available to it as part of our business relationship with the Client. This applies in particular to the Client's identity, information related to the Client's assets, account balance and movements and transaction orders, as well as any other information communicated by the Client to the Bank.
- **10.2.** Data which are considered bank secret may be communicated to third parties only if expressly approved by the Client, and, without the Client's explicit permission, exclusively to persons in relation to which there is no statutory obligation to protect bank secret when all legal requirements are met.
- 10.3. The Bank collects and processes the Client's personal information in keeping with the effective regulations that define personal data protection. Information on the rights and obligations of the Bank, referring to personal data collection and processing, the purposes and legal basis for processing, and information on the rights and obligations of the Client and other persons whose personal data are processed, on security and protection measures of the personal data processed, as well as any and all other information that the Bank as the processing party is obligated to provide to the Client, are contained in the "Rules of Personal Data Treatment of Raiffeisenbank Austria d.d." (hereinafter: Rules), which are available on the Bank's official internet site www.rba.hr and at the Bank's Branches. By accepting these General Terms and Conditions and/or by signing the Agreement, the Client confirms to have received from the Bank, by way of the Rules, all the above information.
- **10.4.** The Bank will require that any and all persons, to whom it forwarded the confidential information in keeping with the above provisions, act in accordance with the applicable legal obligations in connection to keeping bank secrecy and personal data protection, and not to forward any such information to third persons, save in the cases prescribed by law.

11. FEES

- **11.1.** For Investment Advisory services, the Bank calculates and charges fees and actual costs in accordance with the Schedule of fees for clients of Raiffeisenbank Austria d.d., which Schedule constitutes an integral part of the Agreement.
- 11.2. In addition to the fees set out in the Schedule of fees for clients of Raiffeisenbank Austria d.d., the Client also bears all the actual costs incurred by the Bank when acting upon the Client's order or without the Client's order, in the interest of the Client to prevent any damage, as well as any actual costs resulting from the performance of actions required for protection of the interests of the Bank.
- **11.3.** The Client agrees and authorizes the Bank to charge, without any subsequent consent or approval of the Client, the stated fees and charges from the Client's financial assets held with the Bank.

▶ 12. DURATION OF AGREEMENT

12.1.	The Agreement on Investment Advisory Services is one-off Agreement and every new instance of providing of the Investment Advisory service represents a new Agreement.

13. FINAL PROVISIONS

13.1.

By signing the Investment Profile and Advisory Protocol, the Client expressly confirms that they have been informed of and that they agree to the fact that the Bank may record all outgoing and incoming telephone conversations and that, in the event of a possible dispute between the Client and the Bank, such recorded conversations can serve as evidence.

13.2. Liability

- a) Liability of the Bank for being unable to provide the Investment Advisory Service is excluded in the event of extraordinary and unforeseeable circumstances occurring, which events are beyond control of the Bank, and which constitute objective disruption to the performance of the respective services.
- b) Disturbances are any and all events which render the provision of Investment Advisory Services difficult or impossible as a result of the actions of force majeure, war, unrest, terrorist acts, strikes, interruption of telecommunication connections or other communication channels, actions and regulations of any state or other authorized body, as well as any other events the occurrence of which cannot be attributed to the Bank. Disturbances are also considered to be the failure or malfunctioning of the Central Depository & Clearing Company ("SKDD"), National Clearing System and SWIFT, negligence, intentional mismanagement, omission, inability to pay or bankruptcy of one of the central institutions or clearing agents operating the central system of financial instrument transactions, that are beyond the Bank's control.

13.3. Complaints, Jurisdiction, Governing Law

- a) In the event the Client believes that the Bank has not acted in accordance with these General Terms or that there is another reason for complaint, the Client may submit the complaint to the Bank. The Bank will immediately check all the claims in the complaint and respond to the placed complaint in writing within 15 days of receiving the Client's complaint.
- b) The Parties will attempt to resolve all disputes in an amicable manner.

 The dispute resolution venue shall be the courts of competence sitting in Zagreb.
- c) The law of the Republic of Croatia, excluding its conflict of laws provisions, shall be the governing law.

13.4. Section Headings

a) The section headings used in these General Terms and Conditions are for purposes of convenience of reference only and shall not affect the meaning or interpretation of the General Terms and Conditions.

13.5. Other Provisions

- a) If at any subsequent time any of the provisions of these General Terms and Conditions and/or of the Agreement is determined to be or to have become null and void, the validity of the remaining provisions that remain in force shall not in any way be affected or impaired, and the contracting parties shall replace any such invalid provision with a valid provision, the effect and content of which shall, to the highest extent possible, correspond to that of the provision which is determined to be null and void.
- b) Any matters which are not regulated by these General Terms and Conditions shall be subject to the application of the relevant legal regulations and subordinate legislation and the Bank's internal regulations, as amended from time to time throughout the duration of the Agreement.

13.6. Coming into Force and Effect

a) These General Terms and Conditions shall come into force and effect as of 01/01/2023.