

**GENERAL TERMS AND CONDITIONS
FOR USING THE FINANCIAL SERVICE RBA iDirekt eDeal****I DEFINITIONS**

The General Terms and Conditions the following terms shall have the below defined meanings:

Bank	Raiffeisenbank Austria d.d. with HO in Zagreb, Petrinjska 59;
Settlement Date	The day on which the bought/sold currency will be delivered, set by the Client, or the day on which the Deposit term shall begin;
Transaction Date	The day on which the Transaction was contracted
Client	The legal person which wishes to use the financial service RBA iDirekt eDeal, and which has, for that purpose, signed the Application Form and made the Agreement; a Client may contract Transactions in their own name and for their account, as well as in their own name and for the account of a fund or other assets that they manage
Settlement	Simultaneous delivery of the bought and sold amount of currencies between the Bank and the Client, performed by the Bank, by debiting the Settlement Account on the Settlement Date for the amount of the sold currency, and simultaneous crediting of the Settlement Account for the amount of the bought currency, or debiting the Settlement Account for the amount of the Fixed Deposit;
General Terms and Conditions	The General Terms and Conditions together with all the amendments made during the period of using the financial service RBA iDirekt eDeal, that were published on the Bank internet pages, and that are applicable and make a constituent part of the Agreement on Use of the Financial Service RBA iDirekt eDeal;
Authorised Dealers	Persons whom the Client authorises to make Transactions; when applying to the financial service RBA iDirekt eDeal, Authorised Dealers identify themselves by a PIN and electronic signature generated by the RBA smart card, or another authentication device;

Application Form	A written form filled and signed by the Client, whereby the Client apply to the Bank to enter the Agreement on Use of the Financial Service RBA iDirekt eDeal;
Settlement Accounts	The regular transaction kuna and foreign currency account of the Client held with Raiffeisenbank Austria d.d. that the Bank will debit/credit on the Settlement Date for the sold/bought/fixed currency amount, or any other accounts stated in the Transaction Agreement;
Work Day	Any work day, except Saturday, Sunday and holidays, on which the Bank is usually open for business of making currency transactions;
Working Hours	between 8.30 and 16.00 on every Work Day;
Exchange Rate	The price at which the Bank buy a particular currency and sell another currency at a particular moment, the Bank quote the Exchange Rate on every Work Day during Working Hours at a Client's request;
Foreign Currency Transaction	Purchase of a particular currency amount with simultaneous sale of a particular amount of another currency at the exchange rate effective at the moment of contracting the transaction, and which the Bank quote at a Client's request;
Deposit	Fixed-term depositing of an amount of money in one of the currencies that the Bank offer, at a fixed term defined by the Client, at an interest rate effective at the moment of contracting the transaction, and which the Bank quote at a Client's request;
Transaction Agreement	Foreign Currency Transaction and Deposit Agreement on Use of the Financial Service RBA iDirekt eDeal that includes the Application Form and the General Terms and Conditions, made between the Client as the user of the financial service RBA iDirekt eDeal and the Bank as the provider of the financial service RBA iDirekt eDeal.

II INTRODUCTION

The financial service RBA iDirekt eDeal is a financial service of the Bank that enables the Client to buy and sell currencies at market exchange rates, which rates may differ from the exchange rates stated in the official exchange rate, and term-fixed depositing of money at the currently valid market interest rates. In the process the Bank enables the Client to select the account which will be credited, or debited, for the respective currency amount that was bought, or sold respectively, or for the Deposit amount, as well as the date on which the settlement will be made, or when the account will be credited, or debited, for the respective currency amount that was bought, or sold respectively, or when the Deposit amount will be term-fixed.

All transactions that will be made shall be in compliance with the Foreign Exchange Act, and other effective legal and sub-legal regulations in the Republic of Croatia, as well as the general business policies of the Bank.

III CONTRACTING THE FINANCIAL SERVICE RBA iDirekt eDeal

The financial service RBA iDirekt eDeal is considered to be contracted when the Bank notify the Client on activating the financial service RBA iDirekt eDeal. The Bank are not obligated to inform the Client of any reasons for possibly refusing to make the Agreement. The prerequisite for contracting the financial service RBA iDirekt eDeal is (I) the Application Form signed by authorised representatives of the Client, (II) agreed use of the service RBA iDIREKT – internet banking if the respective Client holds a regular account with the Bank. On the basis of the signed Application Form and the List of Authorised Dealers, in case the Bank decide to enter the Agreement, the Bank will issue the necessary RBA smart cards, or other authentication devices and enable the authorised dealers to access the financial service RBA iDirekt eDeal. The Client undertakes to settle the cost of issuing the new RBA SmartCard cards, or other authentication devices (if any such devices are issued) for the authorised dealers before contracting the Agreement.

The Client delivers the signed Application Form to the Bank directly or by post to the following address:

**Raiffeisenbank Austria d.d.
RBA direkt
Magazinska 69
To eDeal.**

IV MAKING OF TRANSACTIONS

On every work day during the working hours the Client's authorised dealer can request the Exchange Rate for a particular pair of currencies from the exchange rate list, by stating the currency amount they wish to buy/sell, or the interest rate for a particular currency and term, and define the Settlement Date and the Settlement Accounts through the financial service RBA iDirekt eDeal. The Bank will quote the Exchange Rate for the particular pair of currencies, or the interest rate, without any delay. After the Bank have quoted the Exchange Rate, or the interest rate, the authorised dealer can accept or reject the offered Exchange Rate, or the interest rate. If the authorised dealer accepts the offered Exchange Rate, or the interest rate, the Transaction shall be considered made at the moment when the authorised dealer's message on accepting the offered Exchange Rate for a particular pair of currencies and particular amounts, or the interest rate for the requested currency, amount of fixed deposit and the term, with the respective Settlement Date and Settlement Accounts is archived in the Bank computer centre. The Bank shall reject to contract any Transaction if the contracting of it would overrun the approved trading limit, and notify the Client thereof. After contracting the Transaction the Bank will confirm the contracting of the Transaction to the Client. No technical inability of the Bank to send a return message will affect the validity of the contracted Transaction and cannot present a reason for cancelation of the Transaction. Neither the Bank nor the Client shall have the possibility to alter the terms and conditions of the contracted Transaction.

The interest rate amount of the Deposit, or of the principal and the interests, visible in the financial service RBA iDirekt eDeal shall serve only for informative purposes, and shall not represent the exact calculation. The accurate calculation of the interests to the Deposit will be delivered to the Client by the Bank upon the maturity date of the respective Deposit.

V TRANSACTION AGREEMENT

Within the application itself, the Client can form and print out the Transaction Agreement containing all the material elements of the Transaction. Every Transaction Agreement shall have a unique number and shall serve only for a particular Transaction.

The Bank will send the Transaction Agreement to the Client. After receiving the Transaction Agreement, the Client shall control all the elements of the Transaction stated in the Transaction Agreement, and in case of any disagreement and objections, immediately and without any delay contact the Bank.

The Transaction Agreement shall be signed by the authorised representative/s of the Client.

The Client's failing to sign and deliver the signed Transaction Agreement to the Bank, shall have no effect on the validity and execution of the agreed transaction.

The Transaction Agreement can be printed out from the Bank computer system, and it shall be valid also without the stamp or signature of the Bank. At the Client's request the Bank shall send the signed Transaction Agreement to the Client (by facsimile or post) and charge the respective fee pursuant to the Decision on Fees of Raiffeisenbank Austria d.d.

VI SETTLEMENT

On the Settlement Date the Client shall ensure coverage in the Settlement Account to be debited for the amount of the due currency, or make a payment in accordance with the payment instruction. Coverage shall mean the amount of the due currency that is to be available, free from any and all rights and burdens, and placed in the Settlement Account. Coverage shall not mean the currency amount for which no Settlement Account has been credited, or the amount for which the Client has placed an order to the Bank, or any other financial institution, to deliver it to the Settlement Account, or any other amount of which the Client does not dispose freely.

On the Settlement Date the Bank shall execute the Settlement only if there is sufficient coverage in the Settlement Account to be debited for the amount of the due currency, and in that case they shall debit the respective Settlement Account and credit the Settlement Account for the amount of the purchased currency simultaneously. If the Settlement Date is the same as the Transaction Date, Foreign Currency Transactions can be made by 15.00h, Deposits in CHF

by 14.00h, and in other currencies by 16.00h, and the Bank shall attempt at executing the Settlement from the moment of contracting the Transaction, until 15.30h for Foreign Currency Transactions, or until 16.30h for Deposits. If the Settlement Date is not the same as the Transaction Date, the Bank shall attempt at executing the Settlement until 15.30h for Foreign Currency Transactions, or until 16.30h for Deposits on the Settlement Date. If the Bank are unable to execute Transaction Settlement because there was no coverage in the Settlement Account that was to be debited for the amount of the due currency by 15.30h for Foreign Currency Transactions, or by 16.30h for Deposits, on the Settlement Date the Bank shall calculate the default fee for the due amount of the sold currency at the rate determined under the Decision on Fees of Raiffeisenbank Austria d.d., and upon the lapse of the following work day until 15.30h for Foreign Currency Transactions, or until 16.30h for Deposits, after the Settlement Date the Bank shall consider that the Client has desisted from the Transaction, and cancel the Transaction pursuant to the General Terms and Conditions. If several Foreign Currency Transactions mature on the same Settlement Date, and under their respective terms both contractual parties owe payments on the same day and in the same currency, and if the parties agree to do so, the party owing the higher amount shall pay the difference between the agreed amounts, in which case the Bank shall, before the Settlement Date deliver a notice on the difference to the Client.

VII CANCELLATION OF TRANSACTION

The Bank shall cancel the contracted Transaction if:

- 1) the Client fails to ensure coverage in the Settlement Account that is to be debited for the amount of the due currency even on the following Work Day after the Settlement Date, or
- 2) the Client explicitly, in writing, rejects to settle the Transaction, or
- 3) conditions from the Section "XII Cancellation" of the General Terms and Conditions, or
- 4) two or more of the Authorised Dealers make Foreign Currency Transactions of the same type at the same time.

The Bank shall notify the Client on the cancellation of the Transaction by a message within the RBA iDirekt eDeal-Internet Banking, or in another more appropriate manner. After the Transaction is cancelled, both the Client and the Bank shall be relieved from their obligations from the respective Transaction, and they waive the right to indemnity or any complaint with regard to the cancellation.

In case a Transaction is cancelled, the Bank shall calculate and charge the Client the desistance fee pursuant to the Decision on Service Fees of Raiffeisenbank Austria d.d.

The desistance fee shall be due and payable within 7 days from the date of calculation.

VIII SECURITY

For the purpose of security in using the financial service RBA iDirekt eDeal, the user access is enabled only by using the RBA SmartCard card, or other authentication devices, which ensure authorized access to the service.

The user shall safe-keep the cards, or other authentication devices, as well as the secrecy of PIN that they define themselves, and also other identification data, as well as take care that the card, or other authentication devices or the PIN come into the possession of a third person. If the user suspect that someone have learned their respective PIN, they can change it at any moment. All the risk of PIN misuse shall be borne by the user alone. The Bank guarantee that the PIN is not in their documentation. The user shall use the cards or other authentication devices in the manner as prescribed under user instructions.

The Client shall be held solely responsible for acquiring and maintaining any equipment and software, and for agreeing any required arrangements that refer to the telecommunication services provider if the access to the financial service RBA iDirekt eDeal is performed through a server of a third party, and then also of the arrangements that refer to the respective third party, and which are vital for enabling the access to the financial service RBA iDirekt eDeal. Neither the Bank, nor the commercial company that maintain, perform, own or issue the licence, or extend any other services to the Bank that are related to the financial service RBA iDirekt eDeal, state in any way or guarantee for the adequacy of the above equipment, software or arrangements.

The Client consent and agree that any and all services provided through the financial service RBA iDirekt eDeal include transfer through the Internet, are related to any and all risks common in the use of the Internet. The Bank guarantee to the Client that any and all communication through the financial service RBA iDirekt eDeal is encrypted for the purpose of Internet use security.

IX NO COUNSELLING

By effecting the Agreement, the Client is notified and warrants that the Transactions made by way of using the financial service eDeal are appropriate to their financial business, and that they are based on their own assessment and advice of the councillors whom the Client deems necessary. The Client hereby confirms that the Bank shall not be held responsible, and absolves the Bank from any and all liability for market information and offers that the Bank provide.

The Client agrees and confirms that no communication with the Bank will be considered advice or recommendation for contracting Transactions. No communication by the Bank shall be considered an explicit or tacit guarantee, of any kind whatsoever, or a confirmation with regard to the expected results of the respective Transaction.

The Client is aware that every Transaction related to particular market risk, and states and warrants that they are notified of that risk.

The Client states that they are able to assess and realise (alone, or if with necessary, independent professional advice) the value of the Transactions, and that they understand and accept the terms and risks of Transactions. Also,

they are able to undertake and shall undertake all the risks from all contracted Transactions.

X LIABILITY

Neither the Bank, nor its dealers, directors, employees or agents shall be held liable for any direct or indirect damages, loss or cost that the Client suffer pursuant to the transactions made pursuant to the financial service eDeal, save these result from their intention, or negligence, or fraud.

There is no liability of the Bank, its dealers, directors, employees or agents for any change in market conditions that occurs after contracting and before settling the Transactions.

Neither the Bank, nor its dealers, directors, employees or agents shall be held liable for partial fulfilment or non-fulfilment of obligations of the Bank because of the reasons outside the control of the Bank, including, without limitations, interruption or non-functioning of telephone connections, or of other communication channels or computer equipment, industrial actions, actions or regulations of any government or other authorised body.

XI STATEMENTS AND WARRANTIES OF THE CLIENT

By effecting the Application Form the Client states and warrants that:

- the Client is a commercial company of valid incorporation and entered in the registry of the competent Commercial Court, or in another registry;
- against the Client there are no proceedings of bankruptcy, re-organization or liquidation, or any other proceedings that would have any similar effect which would be aimed at making a settlement with creditors, instituted and not pending;
- against the Client there are no proceedings instituted or on-going directed at cancellation of entry of any material circumstance with regard to their legal status;
- the Client has full business and legal capacity to make and execute the Transactions;
- any and all decisions, authorisations that are required for entering and/or executing the Transactions pursuant to regulations or acts of the Client, exist, are effective, and fully valid;
- making and executing the Transactions does not violate the provisions of the Clients' articles of incorporation, of any by-laws, laws, or regulations of any court or government body;
- the Application Form was signed by persons authorised to represent the Client;
- the Client has not, except to their respective Authorised Dealers, enabled access to the card, or other authentication devices and PINs;
- the Client have the required specific knowledge of Transactions and is familiar with the specific risks related to their execution;
- that the Bank does not have nor will have any obligation to counsel the Client on the risks related to the intended Transactions, and that the Client undertakes complete responsibility for every decision for contracting the Transactions, and that they will obtain independent

legal, tax and other relevant opinions on the risks related to the intended Transactions.

XII UNDERTAKINGS OF THE CLIENT

By signing the Application Form, the Client undertakes to have effective and fully valid all decisions, authorisations which are, pursuant to the provisions or acts of the Clients, required for making and/or effecting the Transactions, undertake any and all actions required for making and/or effecting the Transactions, notify the Bank without delay on any event that could present any violation of the contractual relationship, at the request of the Bank submit the required documentation which the Bank may reasonably request during the entire period of using the financial service RBA iDirekt eDeal.

The Client shall not, without any previous explicit, written consent from the Bank, pledge or cede by any third liabilities any amount from any and all Transactions which the Bank shall owe to them.

XIII TERMINATION

The Bank shall have the right to unilaterally cancel access to the financial service RBA iDirekt eDeal in the following cases:

- if the Client is late with settling any of the liabilities that arose from the contracted Transactions,
- if the Client fails to execute or delays in executing any financial and/or non-financial liability under any existing or future loan that the Client utilizes or will utilize with the Bank, as well as contractual liabilities regarding the security instruments for any of the loans that the Client utilizes with the Bank;
- if it becomes evident that any statement explicitly given by the Client in this Agreement is not complete, correct, true or up-to-date.;
- if circumstances occur, due to which, according to the reasonable opinion of the Bank, there may occur or has occurred a material adverse change in business, assets, liabilities or financial position of the Clients, or in the financial capacity of the Clients to regularly fulfil the liabilities undertaken by contracting the respective Agreement;
- if the Client becomes insolvent, ceases payments, or there be unrealised payment orders entered in the Client's account.

The Bank shall cancel access to the financial service RBA iDirekt eDeal by a message sent on the internet, or in another appropriate manner, without any cancellation period. In case of cancellation, the contracted Transactions for which Settlement was not made will be cancelled, and the Client shall pay the Fee for the respective Transactions, pursuant to the General Terms and Conditions.

Both the Bank and the Client have the right to unilaterally cancel the use of the financial service RBA iDirekt eDeal without stating their reasons and without any cancellation period, and shall Settle the Transactions contracted by the given time.

XIV GENERAL DOCUMENTS APPLIED

The financial service RBA iDirekt eDeal shall be subject to the Decision on Service Fees and other general acts of the Bank with all the amendments adopted during the time of the respective use of the financial service RBA iDirekt eDeal, and of which the Client was notified and accepts the application thereof.

The Bank shall publish the notice on amendments to decisions and general acts of the Bank mentioned in the previous paragraph on their internet pages.

XV DISPOSING OF INFORMATION

By signing the Application Form, the Client shall authorise the Bank explicitly and irrevocably to forward the respective Client data, data of connected persons and documentation to the central database of the Raiffeisen Group in the country and abroad, and that all Raiffeisen Group members have access to the respective information.

XVI RESOLVING DISPUTES

In case of dispute the court in Zagreb shall have jurisdiction.