

GENERAL TERMS AND CONDITIONS FOR ISSUANCE AND USE OF BUSINESS MASTERCARD REVOLVING CREDIT CARD

1. Card Issuing

A card may be issued to a legal or physical person with registered business activity and head office in the Republic of Croatia, or to a representative office of a foreign legal person in the Republic of Croatia, which complies with the Bank terms and conditions for the card issue, and which can provide proof that it will reliably and in due time settle all expenses and liabilities made with the card (hereinafter referred to as the card holder). The applicant, which is a legal or physical person with registered business activity or a representative office of a foreign legal person, independently determines the end card holders and their credit limits in the application form. The overall sum of limits of all cards must be lower or equal to the amount of the credit limit of the credit card holder. The Bank delivers the cards and notification on the allowed credit limit amount to the contact person by registered mail, and PINs are delivered, separately from the Cards, to end cardholders to their address.

The application form and other required documents will be submitted to the Large and International Corporate Customers Division or Corporate and SME Network Division.

The applicant shall allow the Bank to verify all information given in the application form, as well as to collect additional information about the applicant. The Bank shall decide on card issue, credit limit of the credit card holder and card renewal without any obligation to explain the decision to the applicant. The cards and notification on the amount of the allowed credit limit the Bank will deliver to the contact person, and PINs will be delivered to end card holders within seven days. The end card holder will sign the card upon receiving it. An unsigned credit card is considered invalid, and in case of loss, theft or damage resulting from unauthorised use the card holder will assume full responsibility. The credit card is registered to a name, it is non-transferable and issued for a period of two years. The credit card is valid until the end of the month stated on the credit card. A credit card which has expired may not be used.

The Bank will deactivate the contactless function at the request of the Client to whom such a card was issued after which the card will no longer be applicable for use in contactless payments.

2. Credit Card Use

The end card holder, whose name is imprinted on the credit card, is the only person authorised to use the credit card. The credit card can be used as a non-cash payment instrument at sales outlets for purchase of goods and services, cash withdrawals at automatic teller machines and on other cash withdrawal locations in Croatia and abroad, up to the allowed credit limit, or the amount of the contracted card holder's credit limit. Total sum of the credit limits of every single card may not be higher than the credit limit granted to the credit card holder. The Bank will review changes in the allowed credit limit of the credit card holder and end card holder upon a written request from the credit card holder. Cash withdrawals are allowed up to special daily, weekly or monthly limits which the Bank stipulates, and up to the allowed credit limit of a single card, or the credit limit of the respective card holder. When using the credit card on an automatic teller machine, the end card holder will identify himself by a PIN. The credit card holder and the end card holder accept that the PIN is an exclusive and indisputable confirmation of the executed transaction. When paying for goods or services, and making cash withdrawals, the end card holder will insert PIN or sign the receipt (with certain types of EFT POS devices) in the same manner as he had signed the credit card and shall keep one copy of the receipt for personal evidence. In sales venues that accept the Card without entering the PIN or signature, such as contactless payments, payments of tolls and the like, approval to execute a payment transaction is given by the very use of the Card in the manner as requested by the respective sales venue, such as e.g. handing the card at the sales venue or swiping it at an EFT POS device. In the case of contactless payments giving approval in this manner is limited only to payment transactions up to the amount of HRK 100.00 in Croatia, or up to a maximum of EUR 50.00 abroad.

The end card holder authorizes the execution of the online purchases with the card via Internet by entering security elements requested by the merchant, and, if the Internet merchant also requires in addition, by entering an one-time code created by the existing device for iDIREKT or a static password only known to the cardholder.

3. Billing Statement

Once a month the Bank sends a billing statement to the credit card holder containing: balance of the previous billing statement, executed payments, new expenses made with credit cards in Croatia and abroad, interest rates, fees, total debt/overpayment, the minimum amount to be settled (a portion of the total debt the user is to settle by the maturity date stated on the billing statement), date of the billing statement, date of maturity (date by which the card holder is to settle the minimum amount at the latest). Statements are delivered by mail to the credit card holder (contact person), to the address given by the credit card holder. If the credit card holder, the end card holder or the contact person does not receive the statement, they can check the debt balance with the Bank by telephone. If the card holder or the end card holder does not receive the billing statement within 30 days from the transaction date, they shall inform the Bank thereof.

4. Payment and Calculation of Debt

The credit card holder undertakes to settle all expenses made with the cards of end card holders. The end card holder is jointly and severally liable as a guarantor for all costs made with the credit card registered to his name, and by signing the application form the end card holder confirms assuming of joint and several liability with the credit card holder. All expenses made with credit cards, including possible expenses exceeding the credit limit of the credit card holder, as well as accompanying fees and interests, are charged in Croatian kuna. All expenses made with the credit card abroad in currencies which are quoted in RBA currency exchange rate list will be converted into kuna according to the Bank's selling rate on the transaction processing date. All expenses made with the credit card abroad in currencies which are not quoted in RBA currency exchange list will first be converted to the equivalent in euro according to the exchange rate applied by Mastercard Europe sprl, and then to the equivalent in kuna according to the Bank's selling rate on the transaction processing date. Exchange rates applied by Mastercard Europe sprl are published on its official web site. RBA exchange rate list is available on the official web site of the Bank: www.rba.hr, and in the Bank's branches. The credit card holder shall define in the application at what time of the month they will settle the credit card debt. The credit card holder shall make the payment by the maturity date given in the statement at the latest. If the maturity date is a non-working day, the card holder is obliged to make the payment on the last working day prior to the maturity date at the latest. The credit card holder determines the amount to be settled, however, this amount cannot be lower than the minimum amount given in the billing statement.

5. Interest Rates

The interest rate is variable and determined by the Bank's Decision on Interest Rates. The interest rate calculation basis and method are defined by the Interest Rate and Fee Calculation Rulebook. If the credit card holder settles the total debt from the billing statement by the maturity date, the Bank will not calculate interests. If the credit card holder settles by the maturity date the minimum amount from the billing statement or an optional amount, which is lower than the total and higher than the minimum amount, the Bank will calculate and charge regular interests in the next billing statement. If the credit card holder fails to settle the minimum outstanding amount by the maturity date or settles any amount after the maturity date, the Bank will calculate and charge default interest on the total overdue payment reduced by the sum of all interests (regular interest + cash withdrawal interest + default interest) from the previous period between two succeeding billing statement dates. The Bank calculates and charges interests on cash withdrawn within or outside the Bank's business network. The Bank does not calculate or pay interests on prepayment or the amount paid that exceeds the total debt.

6. Registration Fee, Membership Fee and Other Fees

The Bank charges the following fees: a registration fee (on a one-time basis), annual membership fee for the issued cards and fee for cash withdrawals at ATMs and cash withdrawal locations. Type and amount of fees are regulated by the Decision on Bank Service Fees. The Bank shall make no refund of the calculated fees.

7. Complaints

The credit card holder may submit a written complaint to the Bank regarding the credit card transactions within ten days from the billing statement date. Should the credit card holder fail to do so, the Bank will consider that the credit card holder has agreed to the statement and that no complaint has been submitted. A complaint regarding expenses made with the credit card does not relieve the credit card holder from settling the expenses, however, the credit card holder will be entitled to refund if the complaint is justified. The Bank will not be held responsible for quality of goods and services purchased by the credit card. The credit card holder should settle complaints regarding the goods and services with the sales outlet.

8. Lost or Stolen Credit Card

The credit card holder and end card holder will assume the entire risk for possible unauthorised use of the credit card, if they fail to comply with security measures when using the card (e.g. an unsigned credit card, a credit card left in a parked vehicle, etc.). The credit card holder or the end card holder is obliged to notify the Bank immediately of the lost or stolen credit card, and suspected card fraud, by telephone, and confirm this in writing by submitting to the Bank a credit card loss report issued by police. The Cardholder is not liable for transactions effected after the card loss, theft or misuse have been reported to the Bank in accordance with these General Terms, unless the Cardholder has acted fraudulently. If the credit card holder or end card holder find the credit card after they have notified the Bank of the loss, they shall not use the credit card, but shall inform the Bank thereof and return the credit card, cut in two, to the Bank. The credit card holder and end card holder will settle all expenses made with the found, invalid credit card. Upon receiving the written notice of a lost or stolen credit card, the Bank will replace the lost or stolen credit card. The credit card holder will pay the fee for issuance of the replacement credit card.

9. Credit Card Renewal

The credit card is automatically renewed for a period of two years if the credit card holder does not submit a written request for the cancellation of the credit card two months prior to its expiry date. The new card is issued if the credit card holder meets his obligations towards the Bank on a regular basis, and if, during the credit card use or renewal process, he submits the required documents, based on which the Bank shall evaluate that the credit card holder's financial standing has not deteriorated. The credit card holder shall, at the Bank's request and during the credit card use or renewal process, submit to the Bank additional security instruments, and possibly other evidence as regards meeting the terms and conditions for further use of the card. The renewed credit card shall be issued to the credit card holder in the month the existing credit card expires. The credit card holder shall destroy and dispose of the old credit card.

10. Statements, Guarantees and Obligations of the Credit Card Holder

The credit card holder is a legal or physical person with registered business in the Republic of Croatia, or a representative office of a foreign legal person in the Republic of Croatia. The credit card holder is validly

founded and registered with the competent registration authority. No bankruptcy, restructure, liquidation, or other proceedings have been initiated or are underway against the card holder. No proceedings have been initiated or are underway against the card holder to annul the registration of any important circumstances regarding their legal status. Financial reports, data on assets and liabilities of the credit card holder and related companies, as well as other data that have been or shall be presented to the Bank upon request, are complete, accurate and true. The credit card holder will not make decisions or initiate any proceedings, or cease to exist as a legal person. The credit card holder will not cease to perform his registered activity. In case of a joint small business, each co-owner of the respective business shall be jointly and severally liable to the Bank for all the liabilities from the Loan Agreement, in terms of the provisions of Articles 43 to 53 of the Obligations Act, with all their private assets and assets registered in the joint small business.

11. Security Instruments

For the purpose of securing all costs made by using the Business Mastercard revolving credit card, the credit card holder shall deliver to the Bank:

- 2 (two) blank draft promissory notes containing legal/physical person with registered business activity, name and headquarters of the credit card holder as drawer and acceptor, signature of the person authorised for representing and stamp of the credit card holder, with "no protest" clause, contractual authority and promissory note statement signed by the person authorized for representing;
- 1 (one) debenture of the credit card holder up to twice the amount of the approved credit limit, signed by the person authorized for representing, or a physical person who performs a registered activity (craftsman, holder of family run farm, etc.), notarized by notary public, in form and substance acceptable to the Bank, in keeping with the provisions of the Foreclosure Act. In case of joint crafts, one co-owner of the joint crafts will sign debenture as debtor, and the other co-owner/s of the joint crafts as paying guarantor;
- 1 (one) debenture of Solidary Guarantor (owner of company/member/s of family run farm, etc.) up to twice the amount of the approved credit limit, notarized by notary public, in form and substance acceptable to the Bank, in keeping with the provisions of the Foreclosure Act, so that the Solidary Guarantor will sign the debenture of the credit card holder as paying guarantor;
- Guarantee issued by Solidary Guarantor (owner of company/member/s of family run farms, etc.), by which the Solidary Guarantor guarantees for all the liabilities of the credit card holder, and which is by its form and substance acceptable to the Bank;
- Statement of property.

If the Cardholder and the Bank have entered into an Agreement on Security of Credit Line Debt (hereinafter the Agreement), the Agreement shall also apply to the security of any amounts owed to the Bank on Business Mastercard revolving credit card, unless otherwise stipulated in the Agreement.

In case the Agreement applies to the security of any amounts owed on the Business Mastercard revolving credit card, and provided that all of the above mentioned security instruments have been made available to the Bank, the Cardholder or the applicant are not required to deliver the above mentioned security instruments to the Bank again, unless the Bank requests otherwise.

If new payment security instruments are stipulated on the basis of the Bank's provisions or decision, the credit card holder is obligated to provide i.e. to place at the Bank's disposal other security instruments as well, immediately upon a written request of the Bank. The Bank may request the credit card holder to provide other payment security instruments subsequently, until debt made by using Business Mastercard revolving credit card is finally settled.

A condition for issuing the Business Mastercard revolving credit card is a submission of the above listed payment security instruments of the applicant.

12. Authorization of the Bank

Security instruments which the Bank received from the credit card holder shall be used by the Bank for the collection of due and outstanding amounts payable by the credit card holder based on any legal grounds, regardless of the time such claims occurred, except to the extent that this is prevented by compulsory provisions of applicable regulations. The credit card holder agrees that any amounts collected by the Bank by exerting any security instrument can be used by the Bank for settlement of any of its claims which shall

be due and outstanding at the time of exerting the security instrument, the order in which claims are to be settled shall be determined by the Bank.

13. Bank Secret and Disposing of Data

13.1. The Bank shall treat any and all information, facts and circumstances that the Bank learns in the course of providing the services of Credit Card issuance and use as bank secret.

13.2. All Application signatories undertake to keep any and all information from the Application confidential and treat the Application as the Agreement as well as all other documentation with due care, being mindful of not disclosing or making these available to any third persons.

13.3. The Bank is authorised to collect the information it learns in the course of providing the above services to the card holder, to process and use it in its business records, in which process the Bank shall treat the information in compliance with its legal obligations of keeping data secrecy.

13.4. The Bank will communicate the information that represent the bank secret only if this is permitted and/or directed under effective and valid coercive regulations and only to the persons, state and public bodies or institutions exempt from restriction of disclosing the bank secret, and in the manner as stipulated under the provisions of the Credit Institutions Act.

13.5. The Bank may communicate or deliver the information that represent the bank secret to third persons upon the card holder's previous written consent, and only to the persons and only the information, facts and circumstances to which the written consent refers.

13.6. The card holder and the Co-Debtor, if any, each individually on their own behalf, give their explicit consent to the Bank that it may forward the information of the Application as the Agreement, Frame Agreement, the card holder, the Co-Debtor, and any persons connected to them as well as the documentation to the central database of the Raiffeisen Group in the country and abroad, and that they agree that all Raiffeisen Group members can have access to the information and use it, and the Bank shall keep the secrecy of the said information.

13.7. The card holder and the Co-Debtor, if any, each individually on their own behalf, agree that the Bank may forward the information/ documentation also to third persons to the effect of realizing the rights and obligations as under the Frame Agreement, its annexes, the accompanying documents, as well as forward the information to the legal entities established for the purpose of collecting and providing information on total amount, types and discipline in fulfilling liabilities of the customers with whom the Bank co-operates.

13.8. 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.

13.9. The Bank collects and processes the personal information of all signatories of the Frame Agreement who are natural persons (hereinafter: Data Subjects) in keeping with the effective regulations 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 Data Subjects, on security and protection measures of the personal data processed, as well as any and all other information that the Bank as the controller is obligated to provide to the Data Subjects, 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 by signing the Frame Agreement, the Data Subjects confirm to have received from the Bank, by way of the Rules, all the above information.

13.10. The Bank can cancel the Frame Agreement made pursuant to the Application also if the card holder, at the Bank's request, fails to deliver the requested information and documentation required to identify the card holder's beneficial owners in keeping with the Act on Prevention of Money-Laundering and Terrorist Financing, to determine the tax residency status and the statement, consent and other forms required to comply with the CRS or the FATCA regulations.

14. Credit Card Cancellation

A credit card holder may at any given time cancel the credit card by submitting a written notice and returning the credit card to the Bank. The credit card holder may not, under any circumstances, cancel a credit card without returning it to the Bank. The Bank may cancel the credit card, if the credit card holder violates the accepted terms and conditions, especially in the following cases:

- if the minimum amounts of two consecutive billing statements have not been duly settled, upon which the total outstanding amount shall become due and payable immediately; if the credit card holder, or the end card holders, exceed the approved credit limit, unless the Bank has consented to this;
- if the credit card holder fails to fulfil or delays in fulfilment of any financial or non-financial contractual obligation under any existing or future placement of the Bank that the credit card holder uses or will use, as well as the contractual obligations in respect of security instruments for any Bank placement that the credit card holder uses or will use;
- if any other circumstances occur or threaten to occur which in the opinion of the Bank gives reasonable grounds to believe that they may adversely affect the credit card holder's ability to duly settle its obligations;
- according to the Bank's assessment, without specifying the reasons and without any prior notice.

Upon cancellation of the credit card, all amounts which the credit card holder owes or shall owe to the Bank become due and payable immediately, including the approved credit limit, interests, expenses and other fees, and the Bank retains the right to activate the security instruments. At the Bank's request, the credit card holder shall immediately return the credit card(s) cut in two to the Bank. In case of cancellation initiated by the Bank, all additional credit cards of end card holders shall cease to be valid. A credit card that has been cancelled for any reason whatsoever should not be used, and all expenses made by such card shall be settled in whole by the credit card holder.

15. Card Use Cancellation

For justified reasons the Bank can cancel the right to use the unused portion of the card holder's Spending Limit, of which it will notify the card holder in writing. Justified reasons shall be deemed especially as follows:

- existing justified suspicion of unauthorised Credit Card use or fraud in connection to the Credit Card;
- the card holder's failure to adhere to the regulations applicable to this or any other business relationship between the card holder and the Bank;
- the card holder's business activity is damaging the Bank's reputation;
- the card holder's activity contrary to the coercive regulations of the RH and social morality;
- if any other circumstance arises that justifies the Bank's termination in keeping with the General Terms and Conditions.

16. Activating Security Instruments

In case of credit card cancellation or non-payment of the minimum outstanding amount, the Bank will activate payment security instruments, including the set-off of the credit card holder's funds in all accounts held with the Bank, without any special consent of the credit card holder. The credit card holder authorizes the Bank to convert any FX inflow realised through the Bank into kuna without directing them to the credit user's account, without any further consent and without any prior notice of the set-off, for the purpose of settling the total credit card.

17. Correspondence Address

When filling out the application form, the applicant shall state a correspondence address (the address where the card, PIN, billing statements, etc. will be delivered). The credit card holder shall notify the Bank of address change in writing. Otherwise, all communication sent to the credit card holder's address last known to the Bank will be considered received.

18. Acceptance of Terms and Conditions and Jurisdiction

The General Terms and Conditions for Issuance and Use of the Business Mastercard Revolving Credit Card are considered a contract made for an indefinite period and are binding to both contractual parties. By signing the application form, the credit card holder and end card holders shall formally accept the General Terms and Conditions for Issuance and Use of the Business Mastercard Revolving Credit Card, and upon issuing of the credit card, the credit card holder shall become a contractual party and declares to be informed of the Decision on Bank Interest Rates and the Decision on Bank Service Fees, as well as other general terms and conditions regulating the Bank's business. The Bank retains the right to amend The General Terms and Conditions for Issuance and Use of the Business Mastercard Revolving Credit Card, the Decision on Bank Interest Rates and the Decision on Bank Service Fees, of which it will notify its clients on time. Should the credit card holder refuse to accept the amendments, the credit card holder shall cut in two and return the credit card to the Bank immediately. The credit card holder shall authorize the Bank to forward all his information and documents to the Raiffeisen Group's central database in the country and abroad, and shall agree that all members of the Raiffeisen Group may have access to these information and use them. All disputes shall be solved by the materially and locally competent court for the Bank.

19. Entry into force

These General Terms and Conditions shall become effective as of 25th of May 2018. By coming into force of these General Terms and Conditions, the General terms and Conditions for issuance and usage of Business Mastercard revolving credit card which were valid until then shall be put out of force. These General Terms and Conditions shall apply to all Mastercard revolving credit cards issued until 09/01/2018, and all Mastercard revolving credit cards issued after the said date pursuant to the Application.

Information, Reporting Credit Card Loss or Theft

For all information regarding the credit card transactions, and the possible loss or theft of a credit card, please call RBA INFO at +385-(0)72 92 92 92 (24 hours a day).