

# GENERAL TERMS AND CONDITIONS FOR TRANSACTION ACCOUNTS OF BUSINESS ENTITIES

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Applicable as of 22 December 2021

## I GENERAL PROVISION

1. The General Terms and Conditions for Transaction Account Operations of Business entities (hereinafter: the General Terms and Conditions) of Raiffeisenbank Austria d.d. (hereinafter: the Bank) define the opening and managing of transaction accounts, executing payment services and the rights and obligations in the corporate transaction account management. The Bank can, pursuant to a special agreement, consign to another person to execute individual transaction service operations as under these General Terms and Conditions.
2. The General Terms and Conditions are a constituent part of the Agreement on RBA Transaction Account and are, together with the Cut-Off Times for Execution of Payment Transactions, the Rules on Interests and Fees Calculation, the Decision on Service Fees, the Decision on Interest Rates available throughout the Bank business network. When processing personal information, the Bank acts in compliance with the Rules of Personal Data Treatment of Raiffeisenbank Austria d.d. , which are available on the Bank's official website [www.rba.hr](http://www.rba.hr).

The General Terms and Conditions are in keeping with the business policies of the Raiffeisenbank International Group (hereinafter: the RBI Group), of which the Bank is a member, and as such, the RBI Group especially endorses business sustainability and environment protection. As a member of the RBI Group, the Bank does not endorse any business activities related to games of chance, military activities and nuclear power, to the extent in which this can be harmful to the reputation of the Bank and RBI Group.

3. Particular concepts used in these General Terms and Conditions shall have the following meaning:

|                        |   |
|------------------------|---|
| <b>Banka</b>           | <p>Raiffeisenbank Austria<br/> d.d. Petrinjska 59<br/> 10000 Zagreb, Hrvatska<br/> Tel: +385 1 45 66 466; 072 92 92 92<br/> Fax: +385 1 48 11 624<br/> e-mail:<a href="mailto:info@rba.hr">info@rba.hr</a><br/> internet: <a href="http://www.rba.hr">www.rba.hr</a><br/> BIC/Swift: RZBHHR2X<br/> IBAN: HR0624840081000000013<br/> Account: 2484008-1000000013</p> <p>The Bank is registered with the Commercial Court in Zagreb under the registry number MBS: 080002366, Personal Identification Number ("OIB"): 53056966535. All Bank Branchs are published on the Bank internet site <a href="http://www.rba.hr">www.rba.hr</a><br/> The Bank has obtained operating licence from the Croatian National Bank and it is published on the list of Banks on the CNB site.</p> |
| <b>CRS</b>             | <p>(Common Reporting Standards) is an integral part of Council Directive 2014/107/EU of 9 December 2014 amending Directive 2011/16/EU as regards mandatory automatic exchange of information in the field of taxation. Automatic exchange of information in RH is prescribed by the Act on Administrative Co-operation in the field of (direct) taxation.</p>   |
| <b>Member Country</b>  | <p>Any European Union member-country that has signed the Treaty on the European Economic and Monetary Union.</p>  |
| <b>FATCA</b>           | <p>(Foreign Account TAX Compliance Act) Agreement between the US government and the governments of the FATCA partners to improve international tax compliance and to implement FATCA.</p>   |
| <b>IBAN</b>            | <p>International standard for bank account numbers (International Bank Account Number; hrv. međunarodni broj bankovnog računa). IBAN is a unique customer account identifier of customer accounts which the Bank assigns to its customers.</p>  |
| <b>Customer</b>        | <p>A business entity which contracts the RBA Transaction Account Agreement with the Bank.</p>   |
| <b>Credit Transfer</b> | <p>Payment service whereby the assets from the payer's account are transferred to the Payee's account.</p>  |
| <b>International</b>   | <p>Any payment transaction including in its execution the Bank and the other payment</p>  |

|   |   |
|---|---|
| <b>Payment Transaction</b>                          | services provider of a third country.   |
| <b>National Payment Transaction</b>                 | Any payment transaction the execution of which includes the Bank acting as payer's and/or payee's payment services provider and another payment services provider operating in the Republic of Croatia.   |
| <b>Payment Order</b>                                | The Customer's instruction requesting the Bank to execute a payment transaction that can be initiated as an individual payment order or a sequence of instructions placed in the format of the pain.001 database (format ISO 2002XML), or in the format of the bulk payment order for salary disbursement with RBA in keeping with the Instructions published on the Bank's internet site ( <a href="http://www.rba.hr">www.rba.hr</a> ). |
| <b>Order</b>  | Order on the Manner of Depositing Budget Income, Compulsory Contributions, and Income for Financing Other Public Needs in the current year.   |
| <b>Frame Agreement</b>                              | Includes: Agreement for RBA Transaction Account, General Terms and Conditions for Transaction Account Operations of Business entities, Rules on Interests and Fees Calculation, Decision on Interest Rates, Decision on Service Fees and Cut-Off Times for Execution of Payment Transactions.   |
| <b>Authorised Person</b>                            | A physical person whom the respective Customer authorised to dispose of funds in the Account or who accesses the Account in another manner in accordance to their respective authorisation.   |
| <b>Payment Transaction</b>                          | Depositing, withdrawing or transferring funds as initiated by the payer or payee.   |
| <b>Payment Instrument</b>                           | Any personalized means and/or group of actions agreed between the Bank and the Customer, and which the Customer applies to initiate payment orders (e.g. debit card, USB, Smart Card, mToken).  |
| <b>B2B HRK SDD Scheme</b>                           | Unique set or rules, practices, standards and implementation guidelines agreed within the banking community for executing SEPA Direct Debit transactions in RH, applicable exclusively for non-consumers in the Republic of Croatia according to the SEPA regulations available on the internet site <a href="http://www.sepa.hr">www.sepa.hr</a>   |
| <b>Business Entity</b>                              | Every legal or physical person that acts within a field of their economic activities or free enterprise and other non-consumers, which may have the status resident or non-resident. <sup>1</sup>   |
| <b>Cross-border Payment Transaction</b>             | Any payment transaction including in its execution the Bank and the other payment services provider of a signatory country.   |
| <b>Payee</b>  | A physical person or a business entity to whom the money, which is the subject of the payment transaction, is intended.   |
| <b>Payment Initiation Service Provider (PISP)</b>   | PISP, Payment Initiation Service Provider, is the registered payment services provider who performs the activity of payment initiation.   |
| <b>Account Information Service Provider (AISP)</b>  | AISP, Account Information Service Provider, is the registered payment services provider who performs the activity of providing information on the account.  |
| <b>Card Based Payment Instrument Issuer (CBPII)</b> | Card Based Payment Instrument Issuer and sends an inquiry to the Bank on availability of assets in the Account  |
| <b>RBA Transaction Account</b>                      | Multi-currency account of a business entity is used for executing payment transactions, currency exchange, and other transactions in kuna and in other currencies. (hereinafter: the Account).  |
| <b>SEPA</b>   | The Single Euro Payments Area where private individuals and business entities can make and receive payments in the euro, within the European Economic Area, under the same basic terms and conditions, rights and obligations, regardless of their respective location.   |

<sup>1</sup> The issue of residency shall be regulated by provisions stipulating foreign exchange operations

|                          |   |
|--------------------------|---|
| <b>SEPA Direct Debit</b> | National payment service in the kuna for debiting an Account in favour of a Payee, where the payment transaction is placed by the payee pursuant to the Mandate of the Customer in keeping with the B2B HRK SDD Scheme. |
| <b>Third Country</b>     | Any country that has not signed the Treaty on the European Economic and Monetary Union.   |
| <b>Representative</b>    | A physical person who represents the respective Customer pursuant to legislation, Articles of Association, act on establishment or any other document or letter of attorney.  |

## II OPENING OF THE ACCOUNT

4. The Bank opens the business entity the Account according to following documents:
- registration documentation,
  - Excerpt from the Beneficial Owner Registry for the obliged entities,
  - personal identification documents that are internationally accepted, and pursuant to which the identification procedure for all physical persons connected to management of the respective Account is conducted, including identification documents of trustee/s if any,
  - the Personal Identification Number ("OIB") of the business entity/VAT ID,
  - the Notification on classifying the business entity in keeping with the NKD, relevant for all entities to which such a Notification is issued,
  - the Questionnaire for business entities/private individuals with registered activity, and
  - Agreement on RBA Transaction Account.

The Frame Agreement shall be signed by the Representative of the Business Entity. By signing the Frame Agreement, the Customer confirms to have been provided any and all information as under the Payment System Act by the Bank, and in the case of any dispute they shall be required to prove otherwise.

The Bank shall have the right to request also other documentation in keeping with their own requirements or regulations in full force and effect at the time of contracting the Agreement, and it retains the right to, without any special explanation, refuse to open the Account.

5. The Frame Agreement and any further communication shall be in Croatian or English and in the Latin alphabet.
6. The Customer shall be responsible for the truthfulness and completeness of all data on the basis of which the Bank opens and manages the Account. The Customer shall compensate the Bank for any and all damage, loss or expense that occurred as a consequence of submitting any untrue and/or incomplete data to the Bank.
7. The data on opened Accounts shall be recorded by the Bank in its own account register, and these, as also all the other data prescribed by the Rules on Unified Register of Business Entities' Accounts, shall be submitted also to the Unified Register of Business Entities' Accounts kept by the Financial Agency (hereinafter: the FINA).

## III TYPES OF RBA TRANSACTION ACCOUNTS

8. The Customer can open the following accounts with the Bank:

**Regular Business Account** – an account for the Customer's regular business purposes, serving for recording and executing all payment transactions in all currencies for which the Bank quotes a buy, middle and sell rate set in its foreign exchange rate list, and for other currencies subject to special agreement with the Bank, as well as the accounts opened in the name of credit institutions or other payment service providers through which payment service providers execute payment transactions or through which payment transactions settlement is executed for the transactions executed for a payment service provider through the payment system.

**Special Purposes Account** - an account for the Customer's special needs, e.g. particular projects, savings, humanitarian activities or any other special purpose that may occur in the Customer's business operations.

**Special Purposes Account excluded from Foreclosure** – an account for special purposes funds that are, according to the law, exempt from foreclosure. When opening the Account, the Customer shall submit the excerpt from the Act pursuant to which the funds in the Account are excluded from foreclosure.

**Account of a part of the Business Entity** – an account opened for the Customer's organization units, e.g. for those entered into competent authorities' registries or those established by the Customer's decision.

If any of these accounts can be considered a Summary Account in the sense of the Decision on Assessing Risk of Money Laundering and Terrorist Financing and in the manner of implementing the measures of simplified and enhanced customer due diligence, within three working days the Customer shall, at the Bank's request, deliver the information and documentation of performed due diligence of their customers who are the beneficial owner of the assets in the Summary Account. The Customer shall also collect any and all information about their customers as prescribed by the Act on Prevention of Money Laundering and Terrorist Financing as well as by any and all pertaining bylaws, keep such data and deliver them at the Bank's request.

9. Apart from the above mentioned types of accounts, the Bank may offer the Customer to open also accounts of special type, on which the Customer and the Bank shall make a special Agreement.

#### **IV CHANGES IN ACCOUNT**

10. On any change of data stated in the documents submitted when opening the Account, the Customer shall notify the Bank in writing and deliver corresponding documentation, within a period of 8 (eight) days from the day of the respective change occurring at the latest. If the Customer fails to notify the Bank on the respective change that occurred, the Bank may enter the changes in its database only if it learned of the data from official registers or other documents for which there is no reason to suspect their respective authenticity, and for which action the Bank shall have the right to charge an appropriate fee.
11. The Customer shall determine the date on which every requested change is to be executed by the Bank. If the Customer fails to set a date on which the requested change is to be executed or the set date has already expired, it shall be deemed that the date on which the requested change is to be executed is at the latest on the fifth working day from the day on which the Bank received the corresponding documentation supporting the change.
12. The Bank shall not be responsible for any potential damages that may occur as a consequence of the Customer's failure to submit to the Bank any notification on limitation, cancellation or change of authorisation in time. At the Customer's request, the Bank shall perform the requested authorisation change on the following working day from receiving a valid notification on limitation, cancellation or change of authorisation at the latest.

#### **V AUTHORIZED PERSONS**

13. The Customer's legal representative shall authorise Authorised Persons, the respective effective date on which each individual Authorised Person's authorisation begins, determine any potential limitations in respect of the management of funds in the Account, and any changes, using the standardized form provided by the Bank.
14. The Customer shall notify their respective Authorised Persons of their rights and obligations in executing the assigned authorisations for disposing of funds in the Account, notify them of the provisions stipulated as under the Frame Agreement, and the Customer shall monitor the authorisations for use.
15. The Customer may recall the authorisation previously assigned for disposing of funds in the Account through the RBA iDIREKT/mBIZ service or in the form of a certified Customer's letter, which can be delivered to the Bank also by facsimile or electronic mail as a scanned copy.
16. The Authorised Person may sign a Term Deposit Agreement for term deposits with ensured coverage in the Account and has the right to request an early termination of term deposit.
17. If the Customer makes a personal delivery of orders to the Bank, and the person who delivers such payment

orders to the Bank is not an Authorized Person or Representative, the Customer is obliged to determine persons authorised to deliver the orders to the Bank by filling the Statement on Payment Order Couriers.

18. The Authorised Person shall be deemed also the MasterCard business debit card user (hereinafter: the Card) whom the Customer authorised to dispose of funds in the Account exclusively by using the Card as well as the persons for whom the Customer agreed Card issuance for the sole purpose of depositing cash at the Bank's ATMs.
19. The Authorised Person, except the Authorised Person from item 18, and the Representative register their respective signatures on the Bank standardized form. The Bank may use a signature once registered for all existing and future relationships of the Authorised Person and the Representative with the Bank, independently from the reason for registering the signatures. The assigned authorisations shall cease to be valid and effective pursuant to a written request of the Customer or Authorised Person, whereunder the Authorised Person can request termination of their authorisations exclusively.
20. Every Authorised Person can perform the following actions independently:
  - request and receive information as under Chapter XVI of these General Terms and Conditions, and solvency statements referring to the account for which they are authorised;
  - submit to the Bank a request for change of addresses and facsimile numbers to which the data on Account balance and movements are to sent, as well as any other communication and/or correspondence data.

In addition to the authorisations from this item, the Customer agrees that the Authorised Persons may individually/jointly, depending on the level of their respective assigned authorisation, sign the templates for assigning or changing authorisations for ATM deposits.

Authorisations from this item shall not refer to the Authorised Person who disposes of funds in the Account exclusively through the Card or to the Authorised Person for whom Card issuance was agreed solely for the purpose of cash depositing at the Bank's ATMs.

21. The Authorised Person shall not be able to:
  - Change the terms and conditions of Account management,
  - Transfer their rights to any third person,
  - Cancel the Agreement and close the Account.

## **VI MANAGEMENT OF FUNDS IN THE ACCOUNT**

### **Payment Order**

22. The Customer shall dispose of funds in the Account exclusively by placing with the Bank a payment order or by using the Card within the available balance.
23. The Customer shall place the Payment Order in the following manner:
  - at the Bank's Branch,
  - through the RBA DIREKT services
    - RBA iDIREKT (Internet Banking),
    - RBA mBIZ (Mobile Banking),
  - by SWIFT,
  - via internet commercial sites,
  - via an EFT-POS unit,
  - at an ATM.

In addition to the above, the Bank and the Customer can regulate also a different manner of placing payment orders by making a separate agreement thereof.

A Customer who contracted the RBA iDIREKT or RBA mBIZ services can place a payment order by using the services of the PISP pursuant to the agreement made with the respective PISP.

The Bank will treat the received orders that were placed via the PISP in the same manner as it treats orders placed directly by the payer through other channels, as regards the time schedules, cut-off times, priorities or fees, except in the case of objectively justified reasons.

The Bank provides for contracting agreements on receipt and processing of payment orders, in addition to the Bank's business network, also via the FINA branches for national payment transactions in kuna for residents.

#### 24. Mandatory elements of the payment order.

| Payment Order Elements  | Cash Deposit Order | Cash Withdrawal Order | Transfer Order – in HRK; national payment transactions | Transfer Order - national payment transactions in FX/cross-border | Transfer Order - international payment transactions |
|---|--------------------|-----------------------|--|---|---|
| Company name (name) of the payer                                    | ✓                  | -                     | ✓  | ✓   | ✓   |
| Payer's IBAN  | -                  | ✓                     | ✓  | ✓   | ✓   |
| Company name (name) of the payee                                    | -                  | ✓                     | ✓  | ✓   | ✓   |
| Payee's IBAN <sup>2</sup>   | ✓ (of Customer)    | -                     | ✓  | ✓   | ✓   |
| Currency code   | ✓                  | ✓                     | ✓  | ✓   | ✓   |
| Amount  | ✓                  | ✓                     | ✓  | ✓   | ✓   |
| Date of submitting  | ✓                  | ✓                     | ✓  | ✓   | ✓   |
| Date of executing   | ✓                  | ✓                     | ✓  | ✓   | ✓   |
| Payment details   | ✓                  | ✓                     | ✓  | ✓   | ✓   |
| The Customer's certificate / Mandate                                | -                  | ✓                     | ✓  | ✓   | ✓   |
| Account reference number <sup>3</sup>                               | ✓                  | ✓                     | ✓  | ✓   | -   |
| SWIFT/BIC code/ name and address of the payee's bank                | -                  | -                     | -  | ✓   | ✓   |
| Currency code of settlement (if different from currency of payment) | -                  | -                     | -  | ✓   | ✓   |
| Cost option   | -                  | -                     | -  | ✓ (SHA)   | ✓ (SHA/OUR)   |

Along with the herein stated mandatory elements of a payment order, the Bank retains the right to contract also additional mandatory elements of a payment order with a Customer for individual additionally agreed channels (such as e.g. the RBA DIREKT service).

As regards transactions conducted on the Bank's ATMs, the payment order will be created using the data available on the Card, data input on the ATM and the cash amount deposited/withdrawn. On the ATM, the account reference number can have 11 numbers at most (without other characters), whereby deposits shall be executed with the model 00 and any deposits without any account reference number shall be executed with the model 99. If the Customer does not select the purpose of payment on the ATM or if the ATM does not provide such an option, ATM deposit of revenue will be recorded as the purpose of payment along with the respective ATM address and data on the card user who effected the deposit.

If the information *Payment details*, which is a required element of a Payment Order, is missing on the document Day-Nights Vault Cash Deposit Specification, the Customer agrees that the Bank populates the mentioned field with *DNV – Cash Deposit*.

<sup>2</sup> For countries that have no prescribed mandatory IBAN use

<sup>3</sup> Account reference number is a mandatory element in the national payment system for payments in the currencies HRK and EUR, and it is formed in keeping with the Financial Agency's document – Unique Overview of Basic Reference Number Models, including model descriptions, content and explanation for their use, and the method for calculating the control number; pursuant to the Directive and Rules on Contributions with amendments and supplements.

## Consent for Execution of the Payment Order

25. The Customer shall submit their consent for executing the payment order depending on the manner of making the payment order.

- The Customer shall submit their consent for execution of the withdrawal and transfer orders delivered to the Bank or FINA in the paper form by certifying these with the registered signature of the Authorised Person and the registered stamp, if the Customer registered the stamp for certifying payment orders.

Paper form payment orders shall be delivered by the Representatives, Authorised Persons, and in the Bank's business network also by any person whom the Customer authorised to deliver the respective forms (Statement on Payment Order Couriers), otherwise it shall be considered that the Customer does not consent to the execution of the respective payment order. The payment orders submitted to the Bank for execution in paper form shall not be delivered by the Authorised Persons who dispose of the assets in the respective Account by using the Card exclusively, unless the Customer authorised them to make such deliveries by the Statement on Payment Order Couriers.

- The consent for executing payment orders made to the Bank through the RBA DIREKT services is given by signing the respective order with the agreed and exchanged electronic key, and in the manner determined under the Agreement on Use of a particular RBA DIREKT SERVICE. The Customer shall be responsible for due and correct use of the respective RBA DIREKT service.
- The consent for executing the payment order made through the EFT POS unit or on the ATMs, shall be given by the Customer using their particular PIN, or in some types of EFT POS units, by signature that is identical to the one on the Card. At retail outlets that accept the Card without PIN authorization or signature, such as contactless payments, toll payment, etc., the consent for executing the payment order shall be given by the very use of the Card in the manner as required by the sales venue, such as e.g. handing over the card to the sales venue or swiping the card on the EFT POS tool. In the case of contactless payment, giving consent in this manner is limited only to payment transactions in the amount of up to HRK 250.00 in Croatia, up to maximum EUR 50.00 abroad. Irrespective of the above, the Bank retains the right to request that even any such transaction is authorised additionally by the PIN/ by signing the slip.
- The consent for executing payment order for purchases made through an internet sales venue, shall be given by the Customer inputting security elements as required by the respective Sales Venue in the case of buying goods and services on the internet and, if such on-line sales venue further requests, by the Customer entering a one-time password created by the existing internet banking access device (RBAiDIREKT/RBA na dlanu/mbIZ/other device issued by the Bank). The Customer is familiar with and agrees to the fact that such one-time password can be created also on the device which an Authorised Person agreed individually with the Bank in their own name.
- The method of placing or receiving payment orders as well as the method of submitting the authorization for executing the payment orders which are transmitted to the Bank via SWIFT and/or other H2H channels shall be defined in a separate agreement between the Bank and the Customer. A payment order received via SWIFT is considered an authorized order of the Customer if it was received from the SWIFT address defined in the separate agreement between the Bank and the Customer. The maximum kuna amount limit relates to the limit per individual transaction is not applicable for payment orders which the Bank receives for execution through the SWIFT network.
- The consent for executing the payment orders made to the Bank through the e-payment service<sup>4</sup> is given by using electronic signature which is based on digital certificates issued by FINA.
- The consent for executing the payment orders initiated through the PISP is given with the agreed and exchanged electronic key, and in the manner determined under the Agreement on Use of a particular RBA DIREKT SERVICE pursuant to which the tool used for the payment order authorisation was issued.
- By submitting the consent for data file execution, the Customer gives their consent for the execution of every individual payment order contained in the respective data file.

<sup>4</sup> e-payment service is available for contracting only in FINA network

The payment transactions which were authorized for execution in the above described manner shall be considered authorized payment transactions and it shall be deemed that the order to execute any thus placed payment transaction was given by the Authorised Person. It shall be deemed that a payment transaction was authorized and that the Bank acted with due diligence until the Customer proves otherwise.

26. Payment orders for the execution of which the Bank receives the mandate via SEPA Direct Debit shall be considered the payment orders given by the Customer.
27. The Customer shall be liable for, and shall bear any and all damage arising from the execution of payment transactions resulting from loss, theft or misuse of a payment instrument or due to the failure to safe-keep and/or correctly use the payment instrument and/or the personalized security features of the respective payment instrument (e.g. the PIN), as well as if they fail to comply with the provisions of item 48 of these General Terms and Conditions, and if they do not report loss or theft of the payment instrument.

### **Execution of the Payment Order**

28. The Bank shall execute the received payment orders in keeping with the published Cut-Off Times for Execution of Payment Transactions. If the Bank receives a payment order after the time limit which has been set in the Cut-Off Times for Execution of Payment Transactions, it shall be considered that the respective payment order was received on the following working day and according to that time limit the rights and obligations of the Bank and of the Customer shall be determined. Payment orders concerning bills of exchange and SEPA Direct Debit, provided that they are in compliance with the conditions of the procedure, shall also be executed in keeping with the published Cut-Off Times for Execution of Payment Transactions.

If payment order is initiated through the PISP, the Bank will provide or make available to the PISP any and all information on order initiation as well as any and all information with regard to payment order execution as are available to it.

29. The Bank shall execute a payment order if the following terms and conditions are complied with:
  - the payment order contains the compulsory elements as under item 24 of these General Terms and Conditions,
  - the coverage for executing the total order has been ensured,
  - the coverage for Bank fees has been ensured,
  - the consent for executing the order has been submitted in the agreed manner,
  - there are no hindrances prescribed by the law or other regulation or an internal act of the Bank for the payment transaction execution.
30. For the purpose of a cash withdrawal, the Customer shall announce any cash withdrawal transaction of HRK 70,000.00 or more per transaction, or of EUR 10,000.00 or more, to the Bank's Branch in which the cash withdrawal is intended to be executed. In the case of other foreign currencies, cash withdrawal transactions shall be announced to the Bank's Branch irrespective of the amount. The Customer is required to notify the Bank of the intended cash withdrawal transactions exceeding the limits in accordance with the Cut-Off Times for Execution of Payment Transactions, otherwise the Bank reserves the right to reject the received cash withdrawal order.
31. The Customer shall be responsible for the accuracy of all elements stated in the payment order. If the Customer should state an incorrect IBAN/account number or any compulsory element of the payment order under item 24, the Bank shall not be responsible for non-execution or undue execution of the respective payment order.

If the Customer submitted to the Bank also other information regarding the payee apart from the IBAN/account number, the Bank shall be responsible only for the execution of the payment order in keeping with the IBAN/account number which the Customer stated.

32. In the payment order execution where coverage is in a currency different from the payment order currency, irrespective of whether the order has been initiated by the Customer, the Bank or a third person, the Bank shall, when making the currency exchange, apply the foreign currency exchange published in the Bank exchange rate list, specifically the buy exchange rate if a foreign currency is converted into HRK, or the sell exchange rate if the kuna is converted into a foreign currency. Departures from the above are possible if

agreed under a special agreement with the Customer.

33. When executing national and cross-border payment transactions in all currencies, the cost option "shared (SHA) costs" shall be mandatory. When executing international payment transactions, the Bank will allow the Customer to select between the cost option "shared (SHA) costs" and the cost option "OUR" and by the latter, the Customer bears the costs of the Bank's fee and of the fee of the payee's payment service provider.
34. The Bank transfers the full amount of the payment transaction, without deductions for fee amounts, and the Bank is exempt from any liability in connection to any potential reduction in the amount of an international payment transaction by the banks participating in mediation, or execution of the respective payment order.
35. The Bank shall be released from the responsibility to extend the cut-off time for payment order execution or non-execution if:
  - it was obligated to apply a coercive regulation, and by accepting these General Terms and Conditions, the Customer confirms to be familiar with the fact that the Bank is subject to implementing also special USA regulations when performing business transactions with contractual parties from the USA and/or executing payment orders in the currency USD, which regulations refer to preventing money laundering and terrorist financing (OFAC<sup>5</sup>), as well as the regulations on international measures for restrictions and embargo, provided that these do not collide with the coercive regulations of the Republic of Croatia,
  - the Customer failed to deliver the data required for customer due diligence analysis or any other data in keeping with the regulations in the area of preventing money laundering and terrorist financing.

### **Refusing the Payment Order**

36. The Bank shall execute the Customer's payment orders within the available coverage in the Account.
37. If the Customer places a payment order to the Bank which does not include all the compulsory elements or is corrected, crossed over, erased or in any other manner altered, or the order fails the terms and conditions to be executed as under these General Terms and Conditions, the Bank shall refuse the execution of such order, except in the case as stipulated below:
  - if on the requested date of executing a national payment transaction in kuna the Customer fails to ensure coverage for executing the entire transfer order and pertaining fees, or fails to recall the order, it shall be deemed that the Customer changed the date of executing the payment order to the following day and the Bank shall execute the payment order if the conditions for the execution are met. The Bank will attempt to execute any such payment order for 45 days and if the Customer fails to ensure coverage for the execution of the payment order and pertaining fees within 45 days from the payment order value date, such a payment order shall be considered as recalled by the Customer, and the Bank shall stop its further execution. on the day of receiving the required coverage for executing the entire transfer order and pertaining fees into the Account. The Bank shall execute payment orders upon receiving coverage into the Account, in line with the initially requested execution date, and shall within the requested execution date take into consideration the queue of receiving the payment orders in the Bank.
  - if on the requested date of executing a cross-border and international payment transaction and a national payment transaction in a currency other than the domestic currency of the Republic of Croatia, the Customer fails to ensure coverage for the execution of the complete transfer order and pertaining fees, or does not recall it, the Bank shall execute any such order if coverage for the execution of the respective transactions in their total is provided in the Account by the Customer until the cut-off time prescribed by the Cut-Off Times for Execution of Payment Transactions, otherwise the payment order shall be rejected.
  - in the case that the altered date of execution on a payment order is signed by the Authorized Person or Representative.

The Bank shall reject execution of a payment order in hard copy if the payment order is not placed by the Representative, Authorized Person or any person appointed as under the Statement on Payment Order Couriers.

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<sup>5</sup> Office of Foreign Assets Control (OFAC) of the US Department of the Treasury administers and enforces economic and trade sanctions based on US foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States.

38. In the case of refusing a payment order, the Bank shall make the following available to the Customer: the notification on refusal, the reasons for refusal and the procedure for correcting all the errors which have caused the respective order to be refused. This shall be done in the following manner:
- for orders placed through the iDIREKT/mBIZ services, SWIFT, EFT POS units and online commercial sites, in FINA outlets and in RBA Branches, at the Bank's ATMs in the same way as the respective orders were made,
  - for orders made through the CMI, the Bank shall deliver the notification on refusal in the manner defined under the agreements made,
  - for orders made through the PISP, the Bank shall deliver the notification on refusal to the PISP in the same way as the respective orders were placed,
  - For orders placed through the SWIFT network and/or other channels defined in the separate agreement with the Bank in the same way as defined in the respective agreements,
  - for orders placed through the FINA e-service, through the e-mail/telephone as registered with the FINA for correspondence,
  - for orders placed in another manner by calling 072 92 92 92.
39. For orders placed in the database format, the Bank shall make the following available to the Customer: the notification on refusal of individual orders from the data file and the reasons for refusal and the procedure for correcting all the errors which have caused the refusal. The Bank will execute regularly all the other correct orders from the data file, except in the case of the option batch booking in which case the Bank will refuse the entire order group, and also the Bank shall make the following available to the Customer: the notification on refusal of the data file with the order group in the option batch booking and the reasons for refusal and the procedure for correcting all the errors which have caused the refusal.
40. The Bank may charge the Customer the costs of notification on refusing a payment order in keeping with the Decision on Service Fees.

### **Recalling a Payment Order**

41. The Representative or the Authorised Person of a transaction account may place the Order to Recall a Payment Order. The Customer may recall a payment order before its execution through the channel through which the respective order was placed until the end of the day preceding the agreed date for payment order execution. Database recall (if not transferred to individual orders) is executed in keeping with the Cut-Off Times for Execution of Payment Transactions. The Customer may recall a payment order also through another authenticated channel agreed with the Bank, and the Bank must receive the request for recall by the end of the day preceding the agreed payment order execution date. The end of the day for every individual type of payment order and the channel through which the respective order is placed are defined under the Cut-Off Times for Execution of Payment Transactions.

A payment order placed through the PISP can be recalled only through the PISP through which the respective payment order was placed and only if this was agreed between the Customer and the PISP.

In the case of a SEPA credit transfer, the Customer can, in the case of justified reasons (doubled payment order, technical difficulties leading to error, fraud, etc.), place a return payment order to the Bank after the payment order is already forwarded to the interbank payment systems, but not later than within 10 working days. After the said 10-day period expires, return payment orders are resolved as complaints. The return depends on the regulations of every particular country, the business policy of the payee's bank or on the mandate given by the payee.

42. Within the deadlines prescribed for payment order recall, the Customer can recall any and all unexecuted standing order. A standing order shall be recalled in writing.

After depositing cash into the ATM, the Customer cannot desist from the deposit transaction. As regards depositing cash at the ATM, the Bank acts in keeping with the acts of the Croatian National Bank that regulate the conditions for redistribution of banknotes and coins, and it shall:

- credit the Customer's Account for the amount of inappropriate banknotes,
- not credit the Customer's Account for the amount of counterfeit banknotes but it will send these to the Croatian National Bank for further processing.

The Bank is authorised to set a daily limit for cash deposits at ATMs.

## VII INFLOW INTO ACCOUNT

43. The Bank shall credit national and cross-border inflows denominated in the euro or another currency of a member country to the Customer's account for the remitted inflow amount immediately when it is credited to the Bank's account, or according to the Cut-Off Times for Execution of Payment Transactions and subject to receipt of all the necessary details required to credit the Customer's Account.  
The Bank shall a credit cross-border and international transaction denominated in a currency other than the euro or a currency of a member country to the Customer's Account irrespective of the crediting currency specified on the payment order as on the day when it is credited to the Bank's account.
44. When the Customer deposits cash to the Account in the Bank's business network (branches, ATMs, day-night vaults) and in the FINA//FINA gotovinski servisi (cash services, hereinafter: FINA GS) business network, the Bank shall place the funds at the Customer's disposal in accordance with the Cut-Off Times for Execution of Payment Transactions, or according to the agreement, if a special cash management agreement has been concluded.
45. The Customer shall repay any funds deposited in their Account without legal basis.

## VIII DEBIT CARD

46. The Customer may request issuance of one or more internationally valid Cards.  
When a Card with the contactless payment function is issued to the Authorised Person, at their request or at the request of the Customer's Representative, the Bank shall deactivate the contactless function, after which the Card will no longer be fit for use in contactless payment transactions.

Contactless payment is a payment transaction with authorisation performed by swiping the Card on the POS/EFT POS tool. Depending on the amount of a payment transaction, as well as on the POS/EFT POS tool functionalities, authorisation can be executed by only swiping the card against the tool or by swiping the card on the tool and signing a payment slip or entering the PIN.

47. The Bank shall issue a Card in the name of the Authorised Person and bearing the number of the Customer's Account. The Card shall be delivered in registered mail, addressed to the name and surname of the Authorised Person, the company name and address of the Customer.
48. The PIN shall be issued to the Authorised Person and the Bank shall dispatch the PIN separately from the Card, by mail addressed to the name and surname of the Authorised Person, the company name and address of the Customer.

The Authorised Person shall undertake all necessary precaution measures in order to avoid any misuse of the Card. Immediately after receiving the Card or any other payment instrument, and the accompanying PIN and/or other security features, the Client shall undertake any and all reasonable measures to protect these, to keep the PIN secret, and keep the features of any other payment instrument secret (e.g. debit card number and safety code, passwords, codes, etc.) secret, and shall undertake any and all measures to prevent any third persons from acquiring the payment instrument and/or the PIN, or other security features of the payment instrument.

The Authorised Person shall keep the payment instrument and its features, and the PIN secrecy with utmost care from unauthorized access, theft or improper use, and they are especially obligated to adhere to the following:

- sign the Card immediately upon receipt,
- treat the Card with equal care as cash and not leave it unattended,
- never give the Card to another person for use,
- always keep the Card in a safe place, protected from mechanical damage and magnetic fields (mobile phones, remote controls, loudspeakers),

- memorize the PIN and destroy the notification of the PIN, do not write the PIN down anywhere, especially not on the card, next to the card, in the mobile device, etc.,
  - keep the PIN secrecy, and do not, in any circumstances, disclose the PIN to other persons, which includes also family members, the Bank, its employees, the police, legal authorities,
  - use the card in such manner so that no other persons can learn the PIN or any of its other security features, including, among other, protection the keyboard of ATMs, EFT POS devices or any other self-service device from view when entering the PIN or any other security feature,
  - keep the Card within their eyesight when using it, ensure that all actions with the Card at a Sales Venue are performed in their presence and under their supervision, ensure that, if the card needs to be handed in to an employee of a Sales Venue, the employee manipulates the card in front of them only,
  - provide the Card security features only when using the Card on the Internet Sales Venues where this is an agreed manner of providing consent in keeping with these General Terms and Conditions,
  - before providing the Credit Card security features on an Internet Sales Venue, check the authenticity and security features of the Sales Venue's web site where they intend to use the Card,
  - avoid using the Card and the Card security features on any unverified web sites and on publicly available computers,
  - perform Internet transactions only on computers or other devices that have adequate virus and malware protection,
  - do not disclose any of their personal information, especially not the ID card number, the OIB/PIN, the passport number, etc. and also not the Card information (card number, card expiry date, other card security features such as the safety code, etc.) on any unverified web browsers, in telephone conversations with unknown or unverified persons, or in replies to unverified e-mails or messages received through other channels,
  - keep secret from and prevent access of other persons, including family members, to the passwords, codes or other agreed procedures for registration or login to executing transactions through internet services (e.g. Google/Apple Store, iTunes, Amazon, etc.), which includes also keeping secret from and preventing access of other persons to the Customer's devices (computer, mobile phone tablet, etc.) on which the said data are stored,
  - at the request of a Sales Venue, identify themselves by presenting a valid identification document.
49. In the case of failing to comply with the security measures when using the Card or another payment instrument, any and all risks and damages arising from any unauthorised use of the Card or of another payment instrument shall be borne by the Customer.
50. The Bank warrants that the PIN is not contained in its documentation.
51. The Card shall be used for:
- cash withdrawal on ATMs and EFT POS units,
  - HRK cash deposit (banknotes) on the Bank's deposit ATMs,
  - payment of goods and services,
  - online purchase,
  - purchase of GSM vouchers on ATMs,
  - entering the 24-hour self-service area, and
  - use of other self-service equipment.

Apart from the above, the Bank may offer also other services realised by using the Card.  
The Card transactions shall credit/debit solely the account imprinted on the Card itself.

52. The Card is the property of the Bank and shall be issued for a validity period up to 3 (three) years. The Card shall be valid until the last day of the month and the year imprinted on the Card.
53. The Card shall be automatically renewed, and the Bank shall retain the right not to renew the card if the Customer's Account/Card is blocked. The renewed Card shall be sent by the Bank 15 (fifteen) days before the validity of the existing Card expires and it shall be valid as of the first day of the following month.

54. The Customer and the Authorised Person accept that the PIN of the Card, verified on an ATM or an EFT POS, the signature when making payments on an EFT POS, the Card number when making online purchase or the record of using the contactless card shall be the exclusive and indisputable identity verification of the Authorised Person and the receipt for received and deposited cash, or paid expense.
55. The deposit/withdrawal transactions made by the Card on ATMs shall credit/debit exclusively the Kuna Account as on the date of the respective transaction.
56. When executing payment transactions including exchange of a currency, the exchange rate of the Bank for EURO, valid on the day of executing the respective payment transaction, shall be applied.

For payment transactions made by using the Card, and including exchange of a currency different from the EURO, currency of the respective payment transaction shall be converted into currency EURO according to the MasterCard exchange rate published on their official web site.

By using the Card abroad on the ATM and at the sales venues which offer the service of Dynamic currency conversion (DCC) when withdrawing cash at ATMs or paying for goods and services at sales venues, the Customer can select debiting in the currency of the country in which the respective transaction was initiated or in the kuna. When the Customer selects debiting in the kuna, the Bank shall not be responsible for the exchange rate and the fees applicable when using the respective service, and which will be shown on the ATM and at the sales venue and to which the Customer will have agreed.

During execution of a DCC transaction, the sales venue or the ATM shows the converted amount of the transaction from the foreign currency into the kuna according to the exchange rate set by the DCC service provider, and not by the Bank. The sales venue or the ATM can offer to the Customer to execute a transaction as a: 1) DCC transaction or 2) foreign currency transaction without conversion. If the Customer selects a DCC transaction, the Account will be debited for the displayed converted amount in the kuna according to the exchange rate of the DCC service provider, and in the case of selecting the other option (without conversion), the Bank will calculate the foreign currency transaction amount into the kuna in keeping with paragraphs 1 and 2 of this point 56.

Provisions of Article 3.a paragraph 5 and paragraphs 6 of Regulation (EC) No 924/2009, amended by Regulation (EU) No 2019/518 as regards certain charges on cross-border payments in the Union and currency conversion charges (hereinafter: Regulation (EC) No 924/2009) are not applicable to the business relationship between the Bank and the Customer. In keeping with the above, the Bank does not send an electronic notification to the Customer after receiving a payment order, as this is regulated under the mentioned provisions of Regulation (EC) No 924/2009, the application of which provisions is excluded as under these General Terms and Conditions.

57. In the case of Card loss or theft, the Customer / Authorised Person shall immediately request blockade of the card by calling 072 92 92 92, available to Customers from 00:00 to 24:00 hours.  
The Customer shall be responsible for any and all payment transactions made until the moment of reporting the Card loss or theft.
58. The Customer as well as the Authorised Person explicitly confirm that they are familiar with and consent to the fact that the Bank may record all telephone calls, and especially the ones made for the purpose of blocking Cards, and that, in the case of any potential dispute arising between the Customer and the Bank, calls thus recorded may serve as evidence.
59. The Representative or the Authorised Person shall notify the Bank on any damage to the Card as well as any change of the Authorised Person's name. The Bank shall, at the Representative's or the Authorised Person's request, replace such Card. The Representative or the Authorised Person shall return the damaged or faulty Card to the Bank and apply for a new one. The Bank shall cancel the damaged Card and issue a new one. The cost of issuing the new Card shall be borne by the Customer.
60. The Bank retains the right to, for security reasons and if suspecting unauthorised Card use, or Card usage violating the Frame Agreement provisions, make the Card unavailable for the Authorised Person's use by blocking it. The Bank will notify the Customer thereof through one of the correspondence channels, at its discretion, that the Customer agreed with the Bank.

## **IX RBA FLEXIBIZ BUSINESS PACKAGES**

61. RBA FlexiBIZ business package (hereinafter: FlexiBIZ package) is a package which offers benefits for Customers who use specific services of the Bank, as well as use of additional non-banking services, depending on the FlexiBIZ package type contracted.

### **Subscription to FlexiBIZ package**

62. The Customer can apply for a FlexiBIZ package by submitting completed and signed standard Account opening documentation or Account modification documentation, depending on whether the package is arranged at the same time as the Account or after the Account has been opened. At one time the Customer can apply for only one type of the FlexiBIZ packages. The FlexiBIZ package agreement is made for an unlimited term. The Bank may reject the Customer's application for a FlexiBIZ package without giving reasons for such decision.
63. Applying for a specific FlexiBIZ package does not automatically lead to contracting and activating of all services contained within the package. The Customers will be required to additionally apply for the use of specific services included in the FlexiBIZ package or to comply with the Bank's conditions for a specific product or service. The services for which the Customer is required to meet certain preconditions are highlighted in the FlexiBIZ package information sheet which is available on the Bank's web page and in the Decision on Service Fees.
64. Once the Customer contracts a FlexiBIZ package, the service is activated for all of the Customer's Accounts opened in the Bank. An exception to this are accounts of the Customer's junior organization units and the accounts held for residential provisions, for which accounts, at their request, the service is agreed separately.

### **Conditions of FlexiBIZ Package**

65. Monthly fee is charged to the Customer for use of a FlexiBIZ package for all accounts of the Customer. The respective FlexiBIZ package fee is calculated and charged from the month of package agreement, and the agreed package does not impact the fees calculated for the transactions executed until the moment of agreement. The fee amount depends on the type of FlexiBIZ package and is charged in accordance with the Decision on Fees.
66. The Customer who subscribe to a FlexiBIZ package is entitled to benefits such as free of charge services included in the package or a discount on the fee for services in accordance with applicable provisions of the Decision on Service Fees. The Customer can cancel the FlexiBIZ package at any time by giving a written notification of cancellation to the Bank which results in cancelling the service and the Customer shall not be entitled to the benefit for the services included in the package as of the the following month.

### **Types and Contents of FlexiBIZ Packages**

67. The types of FlexiBIZ packages which are offered to Customers include FlexiBIZ STANDARD, FlexiBIZ BALANCE and FlexiBIZ BONUS. The FlexiBIZ package fees, discounts and benefits for use of other services of the Bank and non-banking services are determined in the Decision on Service Fees, and are also available on the Bank's web page.
68. The Bank reserves the right to propose and change conditions of FlexiBIZ packages, including the contents and list of services within a specific FlexiBIZ package. The Bank shall publish the proposed changes on its official web page or using another appropriate method, no later than 8 (eight) days prior to the effective date of the respective changes. The Bank may assume in good faith that the Customer agrees to such change unless the Customer has given notification on further use of the FlexiBIZ package within the specified term.
69. The Customer gains the right to use the benefits of ORYX Assistance, in the scope in which it is included in the offer with a corresponding FlexiBIZ package, on the beginning of the 5th day in the month following the contracting of the respective FlexiBIZ package. The right to use the benefits is allowed only to the Representatives of the Customer as identified and registered in the Bank's system. The service is activated/cancelled in keeping with the terms defined under the General Rules and Conditions for ORYX Assistance ORYX Benefits with a corresponding RBA FlexiBIZ package. By accepting these General Terms and

Conditions, the Customer who is the User of the FlexiBIZ package containing the non-banking service ORYX Assistance, accepts the General Rules and Conditions for ORYX Assistance ORYX Benefits, handed to them by the Bank and published on the official internet site of the Bank.

70. The Customer gains the right to use preferred exchange rates, available through the iDIREKT service with a corresponding FlexiBIZ package, on the following business day after contracting the respective corresponding FlexiBIZ package at the latest. The right to use preferred exchange rates of the Bank implies quoting of a preferred exchange rate for the executed buy/sell orders made through the iDIREKT service, for the currencies EUR, GBP, USD and CHF. Obtaining the benefits of using preferred exchange rates through the iDIREKT service is available in the equivalent amount of up to max. HRK 3,750,000.00. The Bank retains the right to set and change the maximum amounts of an individual currency exchange transaction, of which it will inform the Customer when they place the currency exchange order in the RBA iDIREKT service.

### **Termination of use of FlexiBIZ package and change of subscribed package**

71. The right to terminate a FlexiBIZ package shall cease:
- upon cancellation of the agreed FlexiBIZ package by the Customer,
  - upon cancellation of the agreed FlexiBIZ package by the Bank,
  - by Termination of the Frame Agreement.
72. If the Customer fails to ensure sufficient balance to cover the FlexiBIZ package fee, the Bank retains the right to cancel further use of the FlexiBIZ package to the Customer effective immediately, of which the Customer shall receive a written notification through the RBA DIREKT service or in another manner as agreed. In any other cases the Bank can cancel further use of the FlexiBIZ package to the Customer with an 8 (eight) day notice period, counting from the day on which the Bank delivered a written notification through the RBA DIREKT service or, if the Customer has not contracted an RBA DIREKT service, from the day of delivering the letter of notice at the post office.
73. Upon cancellation of the FlexiBIZ package, the specific benefits included in the cancelled FlexiBIZ package shall also be terminated unless the rule for the use of certain benefit is otherwise regulated.
74. If the Customer requests a change of the FlexiBIZ package type within a current month, the requested change shall be activated as of the following month and the fee for the previous FlexiBIZ package shall be charged for the current month.

## **X FLEXIBIZ SAVINGS ACCOUNT**

75. The FlexiBIZ Savings Account is a service intended for crafts people and small businesses for HRK a vista savings deposits up to the maximum daily amount of HRK 2 million.
76. Opening the FlexiBIZ Savings Account allows the Customer to achieve a higher interest rate for a vista assets without contracting any term deposit agreement in keeping with the Decision on Interest Rates and the Rules on Calculation of Interest Rates and Fees.
77. The Customer can hold only one FlexiBIZ Savings Account with the Bank.
78. The Bank shall pay the calculated interests to the Customer to the Customer's regular business account held with the Bank.
79. By contracting the FlexiBIZ Savings Account, the Customer incorporates the FlexiBIZ Savings Account into the RBA iDIREKT services system, with all the authorisations appointed to the Authorised Persons in the manner as it was regulated under the Frame Agreement on Opening the Transaction Account and the Agreement on Use of the RBA iDIREKT Services.
80. The persons authorised to dispose of assets in the Customer's Transaction Account by way of personalised tools for accessing the RBA iDIREKT service shall be authorised also to dispose of assets in the FlexiBIZ Savings Account, and any and all changes concerning these persons in the Customer's Transaction Account shall be registered also in the FlexiBIZ Savings Account.

81. Assets in the FlexiBIZ Savings Account shall be available to the Customer at all times and can be transferred to the Customer's Account held with the Bank by way of a transfer order placed through the iDIREKT Internet Banking. The Customer cannot make payments to other accounts with the Bank or to accounts held with other banks or to execute SEPA Direct Debits.

## **XI SEPA DIRECT DEBIT**

### **Mandate for the SEPA Direct Debit**

82. Mandate for executing the payment service of SEPA Direct Debit is the authorisation that the Customer gives to the Payee so that the Payee can place a SEPA Direct Debit order to debit the Customer's account. The Customer sends the data from the mandate required for executing a SEPA Direct Debit order to the Bank in writing.
83. The Customer supplies the data from the mandate to the Bank in writing at a Bank Branch two business days before the execution of a SEPA Direct Debit order or through the functionalities of the iDIREKT services one calendar day before the date of the SEPA Direct Debit order execution.
84. The Customer shall notify the Bank of recalling the mandate and deliver all data on the recalled mandate in the terms from the above item.

### **SEPA Direct Debit order execution**

85. The Payee's bank delivers a SEPA Direct Debit order for execution to the Bank.
86. The Bank will execute a SEPA Direct Debit order on the execution date, in keeping with the Cut-Off Times Schedule, if any and all conditions from item 29 were met and if the Customer did not deliver to the Bank a general ban that prevents SEPA Direct Debit order execution.
87. If on the SEPA Direct Debit order execution date the Customer provides coverage for the execution of the total order and of the Bank's fees after the time set in the Cut-Off Times Schedule, the Bank will attempt at executing any such order, and if this would not be possible, the order will be rejected.
88. When executing a SEPA Direct Debit order the Bank verifies whether the data on the mandate correspond to the data on the received SEPA Direct Debit order.
89. The SEPA Direct Debit order execution date is the day when the Bank debits the Customer's Account, and this can only be a day when banks are open for interbank business, or when the Bank and the Payee's bank operate through the payment system (interbank business day).
90. The Bank notifies the Customer of any executed SEPA Direct Debit orders by way of the Account Statement of Balances and Movements.

### **Rejecting SEPA Direct Debit order execution**

91. The Bank will refuse to execute a SEPA Direct Debit order if the terms for its execution were not met, if the Customer set a general ban that prevents SEPA Direct Debit order execution, or requested rejection for a particular order execution.
92. The Customer can request from the Bank to reject a SEPA Direct Debit order without any explanation, by placing the request in writing at a Bank Branch two business days before the execution of a SEPA Direct Debit order, or through the functionalities of the RBA iDIREKT services one calendar day before the date of the SEPA Direct Debit order execution.
93. The Bank will reject a SEPA Direct Debit order containing elements identical to the ones that the Customer stated in the rejection request. If the data in the rejection request are incorrect or inaccurate, or if they do not correspond to the data in the SEPA Direct Debit order, the Bank will execute the SEPA Direct Debit order.
94. SEPA Direct Debit orders do not remain in the waiting queues but are rejected if the conditions for their

execution, as prescribed under these General Terms and Conditions, are not fulfilled.

95. The Bank informs the Payee of the SEPA Direct Debit rejection, stating the reasons that caused the rejection.

#### **General ban on SEPA Direct Debit order execution**

96. The Customer has the right to set a general ban for the execution of SEPA Direct Debit orders for each of the Accounts in which SEPA Direct Debit orders can be made.

97. The general ban is set by submitting a written request at a Bank Branch, and its implementation starts two business days from the day of receiving the general ban at the latest.

98. The general ban ceases to be applied at the latest two business days from the day of the Bank receiving a written request for recalling any such general ban, which written request for recalling is submitted at a Bank Branch as well as the general ban.

## **XII INTERESTS, FEES AND COSTS**

99. On the positive balance in the Account the Bank shall pay interests to the Customer in keeping with the Decision on Interest Rates and the Rules on Interests and Fees Calculation.

100. The Customer who is a non-resident shall receive the amount of paid interests decreased for the amount of withholding tax pursuant to the regulations or applicable interstate agreement. The Customer who wishes to receive withholding tax return in keeping with the respective bilateral treaty, shall deliver to the Bank the proof of their tax residency issued by the competent tax authority every 12 (twelve) months.

101. On the balance of the utilized approved overdraft in the Account, the Bank shall calculate fees and interest in keeping with the Overdraft Agreement and interest shall be charged to the Account at the rate and in the manner determined under the Overdraft Agreement.

102. The Bank retains the right to change the rate of interest and fees, and shall notify the Customers of such change by giving no less than 8 (eight) days notice prior to effective date of the change.

103. For providing the services that are the subject of this Agreement, the Bank shall charge a fee and other expenses in keeping with the Rules on Interests and Fees Calculation, and the Decision on Service Fees. In the case when the Customer makes available the coverage for collection of the fee for payment order execution in a currency different from the currency defined under the Decision on Fees for the respective fee, the Bank shall convert the assets by applying the median exchange rate of the Bank as on the day of calculation.

104. The fees for executing payment transactions shall become due at the moment of executing the respective transaction, or by the 7th day of the month following the month in which the respective service was provided if so agreed. Fees for other services shall be due one-off for the provided service or periodically (monthly) for continuous providing of services in keeping with the Rules on Interests and Fees Calculation. The monthly fees shall be charged in the kuna at the middle exchange rate as on the transaction date in accordance with the Decision on Fees valid and in effect as on the day of calculation, and shall be due at the latest by the 7th day of the respective month that follows the month in which the particular service was provided.

105. The Customer authorises the Bank to, without any further consent or approbation of the Customer themselves, set off the amounts of overdue calculated interest receivables and interest payables, and of overdue calculated fees, and other expenses in the Customer's accounts. The Bank shall credit or debit the Account for the net set-off amount.

## **XIII BANK AUTHORITY FOR MANAGING FUNDS IN THE ACCOUNT**

106. The Customer agrees that the Bank, without requesting any special authorisation from the Customer, may correct any error that occurred during execution of money transfers and that it may correct any incorrect debit

or credit entries in the Account. The Customer agrees that any such correction is to be executed also in the case when the Bank is not credited for the amount of a transaction that it had posted as credit to the Customer's Account already as well as in all the cases in general when the Bank credits the Account without legal grounds. The Bank shall notify the Customer on the executed corrections by way of the Account Statement, save if the error correction was performed in the same day, and any additional information regarding the executed correction of any incorrect entries shall be delivered to the Customer by the Bank, upon their written request.

107. The Bank disposes of assets in the Account also without the Customer's consent for processing FINA orders pursuant to the Execution Act. If the Bank must execute an order in a particular amount, for that purpose it may in the Customer's name open a temporary account for executing the foreclosure or it may transfer assets from all of the Customer's accounts to one particular Customer's account, from which account assets will be transferred in keeping with the received FINA payment order. After the need for such a temporary account has ceased, it shall be closed without any special application by or consent from the Customer. The Bank shall place all information on the foreclosure account at the Customer's availability upon a special application. The Customer may not dispose of the funds in the mentioned account and the respective account shall not be considered to be an RBA transaction account.

The foreclosure account shall be subject to the Rules on Interests and Fees Calculation, and to the Decision on Interest Rates, and the calculated interests and fees shall be recorded in the RBA transaction account.

108. The Customer explicitly and irrevocably authorises the Bank to, without any further consent or approbation on their part, debit all of the Customer's accounts opened with the Bank for the fee and other real costs as well as for all the overdue liabilities from any Agreement made with the Bank. In the case there are no sufficient funds in the required currency in the Customer's Accounts, the Customer agrees that the Bank may perform currency exchange from other available currencies in the Customer's Accounts.

The Customer agrees that the Bank may debit their transaction account for the amount of any and all counterfeit banknotes or banknotes without value if subsequent actions of processing cash deposited by way of a Bank's ATM detect that the Customer deposited any such banknotes and was credited for the equivalent amount.

109. The Customer is familiar with the fact that, if the Bank settled the overdue receivables it has from the Customer by directly debiting the Account, they shall have no right to any refund of funds thus withheld.
110. The Bank retains the right to, in the case of suspecting any possibility of fraud or misuse, as well as in the cases when the Customer fails to deliver the requested documentation, delivers incomplete documentation or refuses to deliver the documentation required for executing customer due diligence as in compliance with the substantive law, render impossible the disposing of funds in the Account.

The Bank, as the payment service provider managing the Customer's Account, can deny the PISP or AISP access to the transaction account on the basis of proven and objectively justified reasons in connection to unauthorised access of the respective payment service provider to the transaction account or their access with the intention of fraud, including unauthorised initiation of a payment transaction or initiation of a payment transaction with the intention of fraud.

In the case of the above paragraph of this item, before the immediate denial of access, the Bank shall notify the Customer of the intention and the reasons for the denial of access to the transaction account, or if it is unable to notify the Customer of the denial of access to the transaction account in advance, it will do so immediately after denying the access, in the manner as under item 129.

## **XIV ADDITIONAL SERVICES**

111. The Bank may also offer additional services and/or payment system products to the Customer which require the Bank's special written consent and/or in respect of which the Bank and the Customer will contract a special Agreement.

Such additional services include:

- RBA DIREKT services,
- SEPA Direct Debit,
- FlexiBIZ business packages,
- FlexiBIZ Savings Account,
- Term Deposit Agreements,

and special Cash Management products:

- CMI/CMI@Web,
- Notional Pooling,
- Cross Border Margin Pooling,
- Cross Border Cash Pooling (Target/Zero Balancing),
- Transmission of messages via SWIFT and
- SCORE
- Data exchange through the H2H channel

Apart from the above mentioned, the Bank may offer the Customer also other additional services that shall be regulated under a special Agreement.

## **XV CURRENCY EXCHANGE**

112. Currency exchange is an agreement between the customer and the Bank under which one side buys and the other side sells a currency at the regular Exchange Rate List of the Bank or the exchange rate agreed on the date of contracting the transaction.

In currency exchange transactions the Bank uses its exchange rate by:

- applying the buy exchange rate for conversions of a foreign currency into the kuna,
- applying the sell exchange rate for conversions of the kuna into a foreign currency.

113. The request for currency exchange directed to the Bank shall not be binding to the Bank to contract the requested transaction. The request for currency exchange shall represent only an offer under which the Bank shall be bound only at the moment of accepting the respective offer.

114. Currency exchange transactions may be settled on one of the following days :

- maturity date (settlement) = transaction date (TOD),
- maturity date (settlement) = transaction date + following working day (TOM),
- maturity date (settlement) = transaction date + 2 following working days (SPOT).

115. Currency exchange transactions contracted at the agreed exchange rate shall be deemed to be concluded after the Bank and the Customer agree on the following relevant transaction elements that are the constituent part of the Agreement:

- date of contracting the Transaction Agreement,
- maturity date (settlement),
- agreed exchange rate,
- currency and amount of the purchased currency,
- currency and amount of the sold currency,
- payment instructions.

116. The Bank shall print out the Agreement from the computer application and it shall be valid and effective without the Bank's signature and stamp. The Bank shall deliver the Agreement to the customer to be signed. The Customer shall verify all the elements contained in the Agreement and, in the case these do not correspond to the ones agreed previously, they shall notify the Bank thereof without any delay.

117. Any omission of the Bank and / or the customer in delivering and returning the signed Agreements shall not have any effect on the validity of the contracted transaction and on the undertakings of both contractual parties arising from the contracted transaction.

118. If a currency exchange transaction is agreed over the telephone, all risks connected to such manner of contracting a transaction such as errors in transfer, shall be borne by the customer, except if it is proved that such mistake was caused by gross negligence or deliberately wrongful action on the part of the Bank.
119. The Bank shall not execute their obligation to exchange currency if the Customer has not ensured sufficient coverage for their respective liabilities.
120. If the Customer should fail to execute the agreed undertaking, the Bank shall cancel the contracted transaction on the following working day after the respective transaction maturity, and calculate and charge the desistance fee pursuant to the Decision on the Bank Fees.
121. The Customer agrees and confirms that they shall not perceive any (verbal or written) communication with the Bank and its employees as advice or recommendation for contracting currency exchange, and that it is understood that the information and explanations related to the terms and conditions shall not be considered as advice or recommendation.
122. By accepting these General Terms and Conditions the Customer acknowledges to be familiar with the market risks to which any currency exchange is connected.
123. There is no responsibility on the Bank's part with regard to the changes in market conditions occurring after the contracting and prior to the maturity (settlement) of the respective currency exchange.

If the customer contracts an agreed exchange rate over the telephone directly with the Markets and Investment Banking, they shall, prior to agreeing the exchange transaction, contract the Agreement on Participating in the Markets and Investment Banking Trading System.

## XVI NOTIFICATIONS AND OTHER CORRESPONDENCE

124. The Bank shall send notifications to the Customer, in the manner as contracted, on the following:

- payment transactions in the Statement on Balance and Movements (hereinafter: the Statement) whereby the Bank delivers to the Customer at least the following information:

|   |                                   |
|---|-----------------------------------|
| statement number                                  | value date                        |
| statement currency                                | type of movement – credit / debit |
| opening balance                                   | transaction amount                |
| transaction number                                | total transactions                |
| purpose of transaction                            | number of orders                  |
| booking date                                      | closing balance                   |
| transaction fee amount (save if otherwise agreed) |                                   |

If a payment transaction involves currency conversion, the Bank applies the exchange rate list available on the Bank's website and in all branches, and it is not shown in the Statement.

Through the RBA iDIREKT internet banking service, the Bank notifies the Customer:

- on fees calculated in the monthly "Recapitulation of Fee Calculation" (hereinafter: Recapitulation) whereby the Bank delivers to the Customer the following information:

|  |                                     |
|--|-------------------------------------|
| tariff item number (code) of the fee charged | fee amount from the tariff item     |
| service description                          | total amount of all calculated fees |

price of item

quantity of items

Apart from the above, the Bank may present also additional information to the Customer on the respective Statements and Recapitulations.

- on interests calculated in the notification "Calculated Interests on Transaction Account" / "Calculated Interests and Fees on Transaction Account" (hereinafter: Notification),
- "Notification of Inflow" for international transactions.

If a Customer has not contracted the RBA iDIREKT internet banking service, the Bank shall notify the Customer by post.

125. The Customer shall regularly collect the documentation set out in the previous item and notify the Bank of any change of address and other information used for correspondence. If the Customer fails to do so and the respective or any other documents are returned to the Bank due to a failed delivery, the Bank may cancel further dispatching of the respective documentation. The Customer agrees that, if the Bank is unable to contact them through the agreed correspondence channels, as well as if it learns in some other manner (communication from an accounting office, lawyer firm, etc.) that the agreed correspondence channels are outdated or inadequate for customer communication, the Bank will use the e-mail address published in the official registries to invite the Customer to contact the Bank for the purpose of registering new correspondence data, as well as to invite them to deliver other required data or to deliver other general information that do not represent bank secret. After learning that the previously registered correspondence data are no longer valid, the Bank will delete them from its records. As regards invalid correspondence data of which the Customer has not informed the Bank that these have been changed or of which the Bank has not learned in some other manner, the Bank will continue to use the agreed correspondence channels, whereby the Customer represents and warrants that these are updated and pertaining to the Customer.

The Bank shall make available all of the agreed notifications to the Customer subject to a written request for subsequent issuance of documents and charge a fee in accordance with the Decision on RBA Service Fees.

126. Through the iDIREKT service Account Statements shall be available to the Customer for a period up to 18 months from the Statement date, and the Customer shall be required to obtain the Statements within the specified period. Upon expiration of the specified period, the Bank shall make the Statement available to the Customer subject to a written request for issuing of a subsequent Statement. Movements are made available to the Customer through the RBA iDIREKT service until 01 January 2018. The Bank will make the movements prior to the mentioned date available to the Customer on the basis of a written request for subsequent issuance.

127. By accepting these General Terms and Conditions the Customer accepts all above mentioned notifications and information placed at the Customer's disposal in the Statement, Notification and Recapitulation as sufficient information about the Account and individual payment transactions.

128. The Bank shall not be responsible for the damages arising on the part of the customer which may occur as a consequence of improperly taking over or not taking over the documents which the Bank has placed at the Customer's disposal in keeping with these General Terms and Conditions.

129. In the case of suspecting fraud and/or any unauthorised use, or use of the Account contrary to the provisions of the Frame Agreement, the Bank shall notify the Customer through one of the correspondence channels, at its discretion, that the Customer agreed with the Bank.

130. At the request of the AISP, and pursuant to the Customer's consent, the Bank will deliver information of the account to the AISP. The Customer's Representative or Authorised Person give their consent to the AISP by using the AISP interface electronically, and they confirm it to the Bank by using the device by which they access their on-line banking service. The Authorised Person who is not authorised to authenticate payment orders is not in the capacity to give their consent to the AISP. The consent given to the AISP by the Customer, pursuant to which the Bank will deliver information of the account, can be one-time or repeated-use consent.

A repeated-use consent shall be valid for 90 days at most, and upon expiry of this period the procedure of consent issuance shall be repeated. The Customer/Authorised Person can revoke their consent at any time in the same manner as they issued it (using the AISP interface and authenticating it by the devices for their on-line banking access). During the validity of the consent the Customer agrees that the Bank delivers any and all information of the Account to the AISP and releases the Bank, in connection to the AISP to which the consent was issued, from keeping the bank secret.

The Bank will reply to the inquiry of the CBPII on the availability of assets in the Account for the Customer who agreed a service with the Card Based Payment Instrument Issuer (CBPII) provided that the respective Customer had given their consent to the Bank previously to reply to inquiry of the respective CBPII. The Customer issues their consent by using the CBPII interface and they confirm it to the Bank by using the device by which the autonomous Customer's Representative access their on-line banking service. The Bank is not obligated to reply to the inquiry of the CBPII if, either due to the data it delivers to the CBPII, or due to the data on the consent issued by the Customer to the Bank, it is not able to check and undisputably determine that the respective Customer issued a consent to the Bank which consent pertains to the respective CBPII precisely. The consent to the Bank shall be valid and in effect until revoked by the Customer or by the time when the Account for which it was issued ceases to be available online, including also termination of the Agreement pursuant to any reason whatsoever as defined under these General Terms and Conditions, depending on which of the events should arise earlier. The consent to the Bank shall be issued by the Customer's Representative. The consent to the Bank shall be issued by the Customer using the CBPII, through which CBPII the Customer will be using the service. By accepting these General Terms and Conditions, the Customer undertakes to agree with the respective CBPII that inquiries shall be placed to the Bank exclusively when they initiated a payment transaction using a payment instrument based on the card issued by the respective CBPII. Execution of all payment transactions is defined under the Frame Agreement and shall not depend on the reply received with regard to the availability of assets in the Account. At the request of the Customer, the Bank shall notify the Customer of all CBPII-s which placed their inquiry as under this Article of the General Terms and Conditions and of the provided replies.

## **XVII COMPLAINTS**

131. The Customer shall notify the Bank on unauthorized, unexecuted and/or improperly executed payment transaction immediately after learning of any such transaction, and at the latest within 10 (ten) days from the day when the Bank placed at their disposal the Statement in which any such transaction was / must have been recorded, or else the Customer shall lose their rights as under these General Terms and Conditions.
132. In the case of non-execution or improper execution of a payment transaction, the Customer may require the Bank to properly execute the respective transaction as well as to comply with the accompanying interests if they prove that the payment transaction was not executed in keeping with the Agreement and these General Terms and Conditions.
133. Any and all complaints regarding unauthorized, unexecuted or improperly executed transactions, as well as complaints regarding execution of national and cross-border EUR transactions in which the Customer believes that the Bank does not act in compliance with the provisions of the Regulation (EU) no. 924/2009 or the provisions of the Order Regulation (EU) no. 260/2012, may be directed by the Customer to the Bank in the following manner:
  - in writing titled to the Complaints,
  - through the RBA iDIREKT/mBIZ services,
  - by an e-mail from the e-mail address registered for correspondence with the Bank, to the Bank's e-mail address: [prigovori@rba.hr](mailto:prigovori@rba.hr).

The Bank shall reply to the Customer's complaint within 10 (ten) days from receiving the complaint at the latest. The Bank shall reply to the Customer's complaint sent by electronic mail that they registered with the Bank as their contact e-mail address or by a message through one of the RBA direkt services by using the same channel through which it received the complaint, with which the Customer agrees. The Customer has the option to select another channel for receiving the reply to their when placing the complaint, in which case they shall state the respective specific channel in the complaint itself. Customers who are the RBA direkt

service users, and who place the complaint orally or in writing, and do not define the reply delivery channel, or by and e-mail from an address they did not register with the Bank as their contact e-mail address, shall receive their reply from the Bank by an RBA direkt service message. If a Customer has no RBA direkt service contracted, or does not wish to have the reply delivered through this type of channel, the Bank shall send the reply by e-mail to the address they registered with the Bank as their contact e-mail address. In its reply to a complaint placed on the above grounds, the Bank will notify the Customer of the possibility to submit their complaint with the Croatian National Bank.

The Customer shall be liable in the full amount for any and all transactions executed by debiting the Account save if they prove that an executed transaction was not authorised in the agreed manner as well as if they prove that the Customer and the Authorised Persons complied with any and all obligations undertaken as under the Frame Agreement.

If any unauthorized transactions were executed debiting the Customer's Account by misuse of the payment instrument and in spite of the Customer complying with any and all obligations undertaken as under the Frame Agreement, the Customer shall be liable up to the amount of HRK 7,500.00 inclusive.

If the Bank, pursuant to a complaint on an unauthorized transaction, indemnifies the Customer, and subsequently in the resolution process detects that there was no liability of the Bank to pay the compensation, the Customer agrees that the Bank collects the amount for which it credited the Customer's Account, increased for all pertaining fees and interests, by direct debit from all of the Customer's Accounts held with the Bank.

Any and all complaints regarding services provided by the AISP, PISP, and which arise from the contractual relationship between the Customer and the payment service providers, including but not limited to the consents that the Customer issue to the mentioned payment service providers, the Customer shall communicate to these persons exclusively, as under the conditions and in the manner they themselves mutually agreed. If these complaints pertain to authentication and execution of payment transactions initiated through the PISP, these are sent to the Bank in the same way as when it is the case of complaints in connection to payment transactions initiated through the Bank's channels.

134. Complaints related to payment order elements (e.g. amount, date of execution, etc.) which are delivered to the Bank by the payee according to Customer's SEPA Direct Debit Mandate as well as possible requests of the Customer for refund of thus transferred funds, the Customer will resolve directly with the payee. By accepting these General Terms and Conditions the Customer is aware that the Bank does not assume the responsibility and obligation to return funds transferred to the payee according to Customer's SEPA Direct Debit Mandate.

## **XVIII AMENDMENTS, TERMINATION OF THE FRAME AGREEMENT AND CLOSING THE ACCOUNT**

### **Changes and Amendments to the Frame Agreement**

135. The contractual parties consensually agree that the Bank has the right to propose changes to any and all documents included in the Frame Agreement. The consolidated text of all amended documents shall be published by the Bank on their official Internet site [www.rba.hr](http://www.rba.hr), and also in any other convenient manner, at the latest 8 (eight) days before these changes are to be implemented. It shall be deemed that the Customer agrees with the proposed changes to the Frame Agreement and accepts them if they do not notify the Bank in writing by the proposed date of the changes coming into force that they do not accept them. If the Customer does not accept the amended Frame Agreement, they shall cancel the Frame Agreement and return to the Bank any and all payment instruments and other acts and documentation connected to the Account management, as well as settle any and all liabilities towards the Bank, by the proposed date of the changes coming into force at the latest, including also the fee for account closing.

### **Termination of Frame Agreement**

136. The Frame Agreement shall cease by:
- agreed termination,
  - unilateral cancellation by the Customer or the Bank,

- subject to a decision of the court or designated authority, pursuant to applicable law or other regulations,
- dissolution of the Customer or by cease of the business activity of the free profession performed by the PI Customer, and
- notification of refusing to open the Account referred to in item 4 of these General Terms and Conditions.

137. The cancellation period shall be 8 (eight) days, and it shall be counted from the day of submitting the cancellation statement at the post office. The Bank shall send the written cancellation statement to the Customer's seat address or by a message to the Customer through the RBA iDIREKT service. In addition to the above addresses, the Bank may send the cancellation statement to the Customer also through other means of communication that the Customer registered with the Bank for correspondence. The Customer and the Bank are not obligated to explain their respective reasons for the Frame Agreement cancellation.

138. The Bank and the Customer retain the right to cancel the Frame Agreement at any moment with the cancellation period shall be 8 (eight) days. If the Customer cancels the Frame Agreement, the Bank will initiate the account closing procedure and shall close the Account within 8 (eight) days at the latest, save if the Customer requests that the Bank closes the Account after the cancellation period expiry. The Bank retains the right to cancel the Frame Agreement also in the case when there has been no movement in the Account for over twelve months as well as in the case of there being matured outstanding debts towards the Bank.

139. The Bank may unilaterally cancel the Frame Agreement with immediate effect, of which the Bank shall send a written notification to the Customer, especially, but not exclusively, in the case of:

- a) improper management of the Account,
- b) if the Customer fails to comply with the regulations that stipulate the money transfers management, or with the provisions of the Frame Agreement,
- c) if the Customer fails to supply the information and documentation required for account management, or if the Bank suspects that the Account is used for a purpose contrary to the coercive regulations of the Republic of Croatia or the social moral and if the Customer damages the Bank's reputation by their management of the Account,
- d) if the Bank detects or suspects there is a possibility of violation of the Act on Prevention of Money Laundering and Terrorist Financing and implementing regulations thereto,
- e) if the Customer, at the Bank's request, fails to supply the information and documentation required for regulating all obligations in keeping with the Act on Prevention of Money Laundering and Terrorist Financing, to determine the tax residency status and statements, consents and other forms required for implementation of the CRS and FATCA regulations,
- f) if the Customer performs deals and transactions contrary to the business policies of the Bank and RBI Group, and which are directly or indirectly related to games of chance, military activities and nuclear power.

In the cases as under points e) and f) of the above paragraph, the Bank can, besides the Frame Agreement on Term Deposit, terminate also all other agreements it has made with the respective Customer unilaterally, and unilaterally terminate the business relationship in entirety, as well as refuse to execute one or several transactions, especially if it relates to payment or transfer or remittance of money.

At the Customer's request, the Bank will deliver the reasons as under point f) of this Article to the Customer.

The Bank may terminate the Frame Agreement with immediate effect also in the case where the Customer, at the Bank's request, fails to supply the information and documentation required for establishing beneficial/actual owners of the Customer according to Act on Money Laundering and Terrorism Financing Prevention, for determining tax residency status and statement, consents and other templates in keeping with the CRS and FATCA regulations. In that case the Bank may, besides the Frame Agreement and the Time Deposit Agreement, cancel any and all other agreements that have been made with the respective Customer, and terminate the co-operation entirely.

140. The Bank, upon learning that the Customer ceased to exist by deletion from the appropriate register, will close the Account under the regulations, by which the Frame Agreement will end. In such case no written cancellation statement will be sent. As an exception to the above, in the case of a Customer which performs an economic activity or free profession, the Bank will send an announcement of closing of the Account by sending a written notification on closing of the Account 15 (fifteen) days prior to closing of the Account.

141. By closing the Account and terminating the Frame Agreement, the Customer loses the right to require

provision of services from the Frame Agreement, and all other additional services agreed together with the Account shall no longer be provided, without being cancelled specifically. In the case of the Frame Agreement termination, the Customer shall have no right to the refund of any fees as under the Frame Agreement that were paid in advance and no right to the refund of fees paid in advance for the additional services agreed together with the Account.

142. In the case of the Bank cancelling the Frame Agreement, the Bank may make all its receivables as under the Frame Agreement prematurely overdue and collect them by debiting all the Customer's Accounts held with the Bank.

### **Closing the Account**

143. When closing the Account the Customer shall make such funds transfer order so as to bring the Account balance of all currencies to a null.

144. The Bank shall not be obligated to comply with the Customer's request for closing the Account and cancelling the Frame Agreement if the Customer has overdue outstanding liabilities towards the Bank or is obligated to return any items that are the Bank's property.

145. In the case of death of the Customer who is a physical person performing a registered activity, the Bank shall make impossible any management of the Account immediately upon receiving the notification of the Customer's death, and upon being presented a valid ruling on inheritance it will disburse any potentially remaining funds to heirs and close the Account, or, if it is possible, transfer the Account to the heirs. Any possible liabilities under the Account shall be settled by the heirs as stated in the valid ruling on inheritance.

## **XIX LIABILITY AND RESPONSIBILITY**

146. The Bank's liability for inability to perform money transfers and provide services from the Frame Agreement in the cases when extraordinary and unforeseen circumstances occur on which the Bank could not have had any influence, and which represent objective disturbances to perform money transfer transactions shall be excluded.

Disturbances in executing money transfer transactions shall be any and all events aggravating or preventing money transfer transactions, and that are caused by acts of vis major, war, unrests, terrorist acts, strikes, breach in communication links or other communication channels, any action and regulation of any government or other authorised body, as well as all other events the occurrence of which cannot be ascribed to the Bank.

Disturbances shall be also the cease of functioning or improper functioning of the National Clearing System, EURO NCS, Croatian Large Value Payment System, FINA, SWIFT, and other clearing systems for executing payment transactions.

The Bank shall be exempt from liability for any and all damages that may occur to the Customer, and which may be ascribed to the mediators or any third parties participating in the execution of international payment transactions.

Further, the Bank shall not be held liable for non-execution or irregular execution of transactions or for execution of unauthorized payment transactions in the following cases:

- if the execution of unauthorized payment transaction, not executing or irregularly executing a payment transaction arises as the consequence of fraud of the Customer, their Authorized Persons or third persons for whom the Bank is not responsible,
- if a Customer and/or their Authorized Person do not fulfil the obligations as under these General Terms and Conditions and/or Special General Terms and Conditions regulating payment instruments management, especially with regard to undertaking the measures for protecting personalized features of a payment instrument,
- if it is found that a Customer's payment order was forged, which the Bank was unable to detect by their implementation of due diligence,
- if the execution of an unauthorized payment transaction was the consequence of using a stolen or lost

payment instrument, or a misused payment.

A payment transaction shall be deemed to have been authorized and that the Bank acted with due diligence until the Customer proves otherwise.

## **XX BANK SECRET AND DATA PROTECTION**

147. The data on any particular Account balance and movements shall be considered a Bank secret and the Bank may disclose these data to third persons only in the cases stipulated under regulations or at the respective Customer's explicit written consent.
148. The Customer managing their payment transactions also through the FINA business network, authorises the Bank to deliver all data necessary for executing payment transactions to the FINA.
149. By accepting these General Terms and Conditions and by signing the Agreement, the Customer, the Customer's Representative, as well as all the respective persons authorised to manage the Account, express their consent that any data and documentation which the Representative and other persons authorised for representing the Customer have placed at the Bank's disposal upon contracting the Agreement as well as the data which the Bank has learned during the execution of the Agreement, and the personal data which the Bank collects under regulations, may be further processed, used and disclosed for the purpose of processing or submitted for use and exchange with the Raiffeisen Group members in the country and abroad for the purpose of creating a joint Customer database of the mentioned Group, of delivering information offers on services provided by the members of the respective Group, for the purpose of preventing money laundering and terrorism financing, for the purpose of determining the Customers tax residency status and fulfilling of the Bank's obligations that arise from the FATCA and CRS regulations, for the purpose of investigating and detecting frauds in the payment system, and to the effect of facilitating resolution of complaints. The Customer, the Customer's Representative, as well as all the respective persons authorised to manage the Account (except the authorised persons from point 18) give their consent also for use of their respective information as above for the purpose of creating offers for the Customer and/or for marketing purposes and/or for the purpose of market research and/or Customer satisfaction research. In the process of contracting the Frame Agreement and during its life, the Bank shall collect personal information, which information it will treat in accordance with the Rules of Personal Data Treatment of Raiffeisenbank Austria d.d.

## **XXI FINAL PROVISIONS**

150. The Customer shall have no right to pledge or assign any claims in respect of the Account that it may have at any time, without obtaining a previous explicit written consent from the Bank.
151. All disputes arising from the legal relationship regulated under this Frame Agreement, the Customer and the Bank shall endeavour to resolve by consent.
- In the case of resolving a dispute before a court, the court in Zagreb shall have the material and territorial jurisdiction thereof.
152. The Agreements on Opening RBA Transaction Account made before these General Terms and Conditions come into force shall be subject to these General Terms and Conditions.
153. The laws of the Republic of Croatia shall be relevant and applicable to execution of the services in keeping with these General Terms and Conditions and for their interpretation.
154. The General Terms and Conditions shall become effective as on the day of 22 December 2021.

As of the moment of these General Terms and Conditions coming into force, the General Terms and Conditions for Transaction Account Operations for Business Entities dated 19 April 2021 shall cease to be valid and effective.