

General terms for use of the RBA eBroker service (consolidated text)

Introduction

1. These General terms regulate the rights, liabilities and terms of use for the RBA eBroker service, which the Bank provides for its Customers. These General terms shall be applied together with the provisions of the Agreement on the Order relating to the financial instruments, General terms and conditions for brokerage and custody services together with all amendments and modifications made during the use of RBA eBroker service, General terms of the RBA DIRECT SERVICE and related agreements, along with the Bank's Fees and the Bank's internal acts which regulate providing the investment service of executing the Customer's orders.

Arranging the use of RBA eBroker service

2. Any natural and legal person with legal capacity who has concluded an Agreement on the Order relating to the financial instruments with the Bank, opened a current account in RBA (for natural persons) or a transaction account (for legal persons), and arranged the RBA iDIRECT SERVICE can become user of the RBA eBroker service. The Customer arranges the use of RBA eBroker service by signing the Request on the predetermined form of the Bank (Application). By signing the form, the Customer confirms the correctness of data stated in the Application, including their personal data, and allows the Bank to further process the said data and use them in accordance with regulations, as well as to verify them and to request additional data.

Upon the approval of the Application by the Bank, it shall be deemed that the Agreement on the Use of RBA eBroker service has been concluded for an indefinite period of time. These General terms and the Application, under the condition that it has been signed by the Customer and approved by the Bank, make up the content and have the force of an Agreement made between the Bank and the Customer. By signing the Application, the Customer states that s/he is familiar with these General Terms and that the same have been handed to him/her and that he/she accepts them in their entirety, together with all their amendments and modifications. After the Agreement on the Use of RBA eBroker service has been concluded, the Bank shall enable the Customer to use the service within 2 workdays. If the Customer has not opened an account with the Central Depository & Clearing Company (CDCC) and the Bank, in keeping with the General terms and conditions for brokerage and custody services, forwards the Customer's data to the CDCC in order to open the account, then the Bank shall enable the Customer to use the service within 2 workdays from the day of receiving the notice of account opening from the CDCC.

Scope of services

3. RBA eBroker service provides services of placing orders for purchase and sale of financial instruments on the Zagreb Stock Exchange, as well as service of reviewing the cash account balance, monitoring the movements of financial instruments' prices, review of the financial instruments portfolio balance, review of statuses and order execution, placing orders for disbursement of cash assets from the account, review of turnover on the cash account, placing orders for registration/deregistration of financial instruments. The Bank may, independently and without giving any explanation, change the type of financial instruments or certain financial instruments, which are subject of the RBA eBroker service. The services, as well as time limitations, are listed and described in detail in the RBA eBroker service User Manual. The Bank retains the right to change the scope and content of RBA eBroker services. The Bank shall inform the User of the possible changes of the scope and content of the RBA eBroker service by a publication on its official website www.rba.hr, or by message via the RBA eBroker service or by other means of communication.

4. By signing the Application, the Customer agrees to such changes and accepts them entirely, and the Bank may consider that the Customer is familiar with the said modifications and accepts them entirely, with no possibility to claim from the Bank possible damages which occurred due to such content modification, if after the expiry of the fifteenth day from the day when the Customer was informed by the Bank in one of the

above stated methods, the Customer does not cancel the use of the RBA eBroker service in writing, or if the Customer continues to use the service. These General terms, i.e. their modifications and/or amendments shall enter into force on the expiry of the fifteenth day from the day they have been published in the Bank's premises or on the Bank's official website www.rba.hr.

Customer's undertakings

5. The Customer is obliged to timely (as soon as possible) deliver to the Bank all changes of data contained in the Application form, and if the Customer fails to do so, the last data of which the Bank keeps records shall be deemed as relevant. The Bank cannot be held responsible for the damage which might occur for the Customer because the Customer failed to notify the Bank of the change of the said data in time.

6. On the occasion of placing orders for the purchase/sale of financial instruments, the Customer is obliged to adhere to the provisions of the Capital Market Act, rulebooks made based on the said Act, rules of the Zagreb Stock Exchange and all other legislation which regulate the trade in financial instruments.

Limitation of liability

7. The Bank is not responsible for any damage or loss, which may occur or be manifested as an impossibility of further service use, data loss, financial loss, etc., and which damage/loss can be connected to the use of RBA eBroker service, accidental actions in use and/or unauthorized use of the service by the Customer.

8. The Customer is familiar with the fact that the RBA eBroker service is a computer system and as such is subject to delay, disruption or error, and the Customer is obliged to ensure another method of placing the order in case the RBA eBroker service is unavailable (irrespective of the reason).

9. The Bank is not responsible for accuracy of data as regards the price and turnover realized through financial instruments on the Zagreb Stock Exchange which are accessible through the use of RBA eBroker service. The Bank cannot be held responsible for any damage or loss which the Customer may suffer due to failure to forward the order for purchase / sale of financial instruments, i.e. orders for the cancellation / amendment of the order, caused by a malfunction in the equipment or a force majeure, war, unrest, acts of terrorism, strike, a disruption in telecommunications, non-functioning or incorrect functioning of the National Clearing System and/or the Croatian system for large value payments, and all other events whose occurrence can not be attributed to the Bank.

10. The Customer accepts and by signing the Application confirms that he/she is familiar with all risks connected with investing into financial instruments (described in detail in document Information for Investors in Financial Instruments), and he/she agrees that he/she shall pass the investment decisions independently and that he/she shall not consider any information published on the RBA eBroker service as advice or recommendation.

Responsibility for trading data

11. If the Bank gives the Customer access to the stock exchange trading data, the use of these data shall be intended only for the Customer's personal use and any commercial use of any such data shall be forbidden as well as any redistribution of the data via electronic or print media or in any other way. The owner of the data is the Stock Exchange which enabled the Bank to access data. The Stock Exchange shall not be liable for the accuracy of data.

Copyright

12. The Bank shall provide the RBA eBroker service to the Customer for his/her personal, noncommercial use. The Customer is not authorized to reproduce, copy or distribute information obtained via RBA eBroker service in commercial purposes without the previous written approval of the Bank. All intellectual property rights for RBA eBroker service belong to the Bank.

Warranties and Representations of the Customer

13. By signing the Application, the Customer warrants and represents the following:

- the Customer has full legal capacity to enter into agreements and execute transactions on accounts he/she holds and under which he/she is authorized;
- no provisions of the articles of association (for legal entities), law, rulebooks or rules of any court or government body are breached by concluding the agreement and executing the order;
- there are no legal or any other limitations or bans on disposal of assets on accounts;
- the Customer has the necessary specific knowledge on transactions and the Customer is familiar with the specific risks related to their execution.

14. The Customer is familiar with and agrees that the Application and the associated documentation contain his/her personal data which are legally protected as confidential and secret. The Bank is authorized to collect, process and use the said data in its business records, whereby it undertakes to handle such data in accordance with its legal obligations of preserving data secrecy. The Customer explicitly authorizes the Bank to forward the said personal data to legal persons which are members of the Raiffeisen Group abroad and inland, third persons, if that is necessary for the purposes of executing rights and liabilities from the agreement, legal persons established with the purpose of collecting and providing data on the total amount, type and regularity of execution of liabilities of Customers the Bank works with, the possible new creditor/s and other legal persons or institutions in keeping with the legal regulations.

Limitations of use

15. The Bank retains the right to reject the Customer's Application for arranging the RBA eBroker service, without any special explanation.

16. The Bank may temporarily block or cancel the use of RBA eBroker service to the Customer, if it suspects or finds that there exists a possibility of misuse of the service or if there exist outstanding claims of the Bank to the Customer. The Bank may temporarily block or cancel the use of RBA eBroker in the case it finds or suspects there may occur a breach of the provisions of the Money Laundering and Terrorist Financing Prevention Act.

Fee

17. Information on the service price and expenses are stated in the Fees, available to every Customer upon contracting the mentioned service and, in the case the Customer is contracting the regular Bank's tariff, also in the Bank's business network and web site. During the validity of the Agreement, the Bank shall have the unilateral right to change the Fees and shall publish the information on the new fees on the Bank's web page, www.rba.hr fifteen days prior to the date of these coming into force. If the Customer does not agree to the change of service fee, the Customer shall notify the Bank of their not accepting of the fee in writing within 8 days from the date of being delivered/of publishing the changed service fees, in which case such notification on the part of the Customer shall be deemed as Agreement termination. During the notice period the Bank shall calculate the fees valid until that time. If the Customer does not notify the Bank of their not accepting the fee, by their first placing of an Instruction the Customer shall accept the change of service fees.

18. The Customer authorizes the Bank to charge the fee for the use of RBA eBroker service from the assets held in all his/her accounts opened in the Bank, without any further approval or authorization from the Customer.

Cancellation

19. The Bank has the right to unilaterally cancel the access to the RBA eBroker service in the following occasions:

- if the Customer fails to execute or is late in executing any cash and/or non-cash liability under any existing or future placement which the Customer draws down or shall draw down with the Bank, as

well as contractual liabilities relating to payment security instruments under any placement which the Customer draws down or shall draw down with the Bank;

- if any of the Customer's statements is revealed as untrue or not up-to-date;
- if there occurs any situation which, under the Bank's reasonable opinion, may result or has resulted in a significant adverse change in business operations, assets, liabilities or financial standing of the Customer or if the Customer's financial ability to regularly fulfill the obligations assumed by signing the application for the use of RBA eBroker service is jeopardized;
- if the Customer becomes insolvent, stops payments or outstanding payment bases are recorded on the Customer's account;
- if the Bank learns of the Customer's loss of business capability;
- if the Bank learns of limitations or bans of disposal of assets on the accounts under which the Customer is using the RBA eBroker services;
- if the Customer has not used the arranged service in over 12 months;
- if the Customer fails to provide the requested information and documentation required to determine their tax residency status, and statements, approvals and other forms in keeping with the FATCA¹ and CRS² status.

20. The Bank shall cancel access to RBA eBroker service via message sent by Internet or registered mail with no termination period.

21. The Customer has the right to unilaterally cancel the use of RBA eBroker service without giving a reason and termination period.

Settlement of disputes

22. In case of a dispute between the Customer and the Bank, the Court in Zagreb shall have jurisdiction.

Date of application: 25th October 2016.

¹ The Foreign Account TAX Compliance Act is an agreement between the USA and the Governments of the FATCA partner states to enhance execution of tax obligations on the international level and FATCA implementation.

The text of the agreement is available on www.porezna-uprava.hr

² The Common Reporting Standards are a constituent part of the Council Directive no. 2014/107/EU of 9 December 2014 amending Directive 2011/16/EU as regards mandatory automatic exchange of information on financial accounts in the field of taxation of financial assets connected to another state with whom the R Croatia has signed the bilateral automatic exchange agreements.

The text of the Directive is available on <http://eur-lex.europa.eu/legal-content/HR/TXT/?qid=1448542824019&uri=CELEX:32014L0107>"