

## General Terms and Conditions for Maintaining Transaction Accounts and Performing Payment Services for Businesses Entities

Supervision of the Bank's operations is performed by the Croatian National Bank in accordance with the regulations governing the operations of credit institutions.

### 1. Introductory Terms

Specific terms used in these General Terms shall have the following meaning:

- 1.1. **Bank** – The issuer of the General Terms is Erste&Steiermärkische Bank d.d. Rijeka, registered with the Commercial Court in Rijeka under the registration number of the subject (MBS) 040001037, registration number (MB) 3337367, with headquarters in Rijeka, Jadranski trg 3a, Tax number (OIB): HR23057039320, IBAN: HR9524020061031262160, SWIFT/BIC: ESBCHR22, REUTERS ESZH; website: www.erstebank.hr, and Info telephone number: 0800 7890, e-mail: erstebank@erstebank.hr. The Bank is a payment service provider that opens and maintains payment accounts for the Client.
- 1.2. **Bank's Acts** – All documents and decisions issued by authorised bodies of the Bank in accordance with the prescribed procedure and which are available to the Client through specific Distribution Channels and regulate the rights, powers and obligations of the Client and all other persons who assume rights and obligations towards the Bank, as well as the Bank itself (for example, Special General Conditions, Decisions on Fees, etc.). At his/her request, the Bank shall make available to the Client all Acts of the Bank applicable to his/her specific contractual relationship with the Bank.
- 1.3. **Distribution Channels** – Within the meaning of these General Terms and Conditions, they shall represent all manners and means making the contracting and use of the Bank's products and services possible. Within the General Terms and Conditions, the term Distribution Channel may mean the Bank's branch office, the Bank's website www.erstebank.hr (hereinafter: the website), Erste NetBanking, Erste mBanking, Erste FonStart, ATMs, Erste Kiosk, etc. and FINA branch offices and distribution channels.
- 1.4. **FINA** – Financial Agency.
- 1.5. **Card** – A payment instrument which initiates and executes payment transactions within card payment schemes, and which enables the Client to make payments for goods and services either at the receiving device or remotely and/or which enables cash withdrawal and/or use of other ATM services or another self-service device and transfer funds. The bank is the issuer and owner of the cards.
- 1.6. **Unique Identification Code** – A combination of letters, numbers or symbols assigned by a payment service provider to one payment service user, which must be indicated by another payment service user in order to clearly identify the first payment service user and/or the payment account of the first payment service user used in the Payment Transaction. Within the meaning of these General Terms and Conditions, the Bank shall consider IBAN as the Unique Identification Code.
- 1.7. **Client** – For the purpose of these General Terms and Conditions, the payment service user shall be a Business Entity which has concluded a Framework Agreement for payment services on the basis of which the Account has been opened. One or more Cards can be issued to the Client per Account.
- 1.8. **Business Entity** – A legal entity, public administration authority, public administration body, local self-government unit, association and society (sports, cultural, charitable, etc.) and

a natural person operating in the field of its economic activity or free profession and other non-consumers who can have a resident or non-resident status. The Business Entity is represented by its legal representative or a person authorised by the legal representative.

- 1.9. **Payment Order** – An instruction submitted by the payer or the payee to his payment service provider requesting the execution of a Payment Transaction and containing all the necessary elements for the execution. According to the payment manner, Payment Orders can be: in-payment orders, cash orders, and transfer orders. The Payment Order can be issued as an individual order or collectively as a series of individual orders given in the form of a file whose format is determined by the Bank's instructions or the agreement between the Client and the Bank.
- 1.10. **Payment Instrument** – A personalised means and/or a set of procedures contracted between payment service users and payment service providers used to issue a Payment Order.
- 1.11. **Credit Transfer** – A payment service by which the payment account of the payee is credited by a payment transaction or for a series of payment transactions after debiting the payment account of the payer, by the payment service provider with which the payment account of the payer is maintained, based on a payment order issued by the payer.
- 1.12. **Payment Transaction** – A deposit, withdrawal or transfer of funds initiated by the payer or initiated on his/her behalf and for his/her account or initiated by the payee, regardless of the obligations arising from the relationship between the payer and the payee.
- 1.13. **National Payment Transaction** – A Payment Transaction involving the payer's payment service provider and/or the payee's payment service provider or only one payment service provider located in the Republic of Croatia.
- 1.14. **Cross-border Payment Transaction** – A Payment Transaction involving two payment service providers, one of which is a payment service provider (payee's or payer's) operating in the Republic of Croatia in accordance with the Payment System Act, and the other payment service provider (payer's or payee's) operates in accordance with the regulations of another Member State.
- 1.15. **International Payment Transaction** – A Payment Transaction involving two payment service providers, one of which is a payment service provider (payee's or payer's) operating in the Republic of Croatia in accordance with the Payment System Act, and the other payment service provider (payer's or payee's ) operates in a Third Country.
- 1.16. **Member State** – A member state of the European Union and a signatory to the Agreement on the European Economic Area.
- 1.17. **Third Country** – Any state that is not a Member State.
- 1.18. **Account** – Any transaction account of the Client opened with the Bank, which is used for the execution of Payment Transactions as well as for other purposes related to payment services.
- 1.19. **Positive Balance** – A positive balance of all currencies in the Account that does not include the account overdraft.
- 1.20. **Available Balance in the Account** – A positive balance of all currencies in the Account increased by the amount of the approved Account overdraft. The Account overdraft may not be used to settle obligations under orders to execute the basis for payments received from FINA in accordance with the Act on Execution of Enforcement over

Monetary Assets, as well as other regulations under which the enforcement is carried out in the Accounts unless the Bank and the Client agree differently.

- 1.21. **Agreement** – A contract on opening and maintaining an individual transaction account. Exceptionally, in cases determined by the Bank, the Agreement may be concluded by signing the request for opening a transaction account which contains both the terms of use of the account and by signing it, the Client accepts these General Terms and Conditions. In that case, the agreement on opening and maintaining an individual transaction account consists of the request to open a transaction account and these General Terms and Conditions.
- 1.22. **Notification of Account Opening and Account Number** – A notification that the Bank submits to the Client informing him/her of the Account's opening/activation and the Account number.
- 1.23. **Payment Schedule** – A special Act of the Bank which defines the terms, methods, and conditions for the execution of Payment Transactions.
- 1.24. **Payment Reference** – A number assigned by the Bank used for the identification of a Payment Transaction.
- 1.25. **Branch Office** – An organisational unit of the Bank, as well as an organisational unit of FINA.
- 1.26. **Specific General Terms and Conditions** – All terms and conditions set out for a specific product/service (e.g., General Terms and Conditions for online banking services for business entities – Erste NetBanking, Erste mBanking and Erste FonStart, etc.).
- 1.27. **Authorised Person** – A natural person authorised to dispose of funds in an Account who has been authorised by the Client's Legal Representative to dispose of funds in the Client's Account in the name and on behalf of the Client, and who has deposited his/her signature on the Specimen Signature Card.
- 1.28. **Client's Legal Representative** – A person given the authorisation to represent the Client by the law.
- 1.29. **Specimen Signature Card** – The Bank's form that contains the Client's basic data, data on the Client's Authorised Persons who may dispose of Account funds and their deposited signatures.
- 1.30. **Power of Attorney** – The authorisation for representation given by the Client to the proxy. The form and content of a power of attorney and the conditions to be met by the Client's proxy may be determined by the Bank according to its assessment, which depends on the specific case for which the power of attorney is given. A power of attorney can be one-time or until revoked.
- 1.31. **Client's Contact Address** – The address given by the Client when contracting any of the Bank's products or services, or the address of which he/she has subsequently notified the Bank in writing, as the address at which he/she wishes to receive written notifications from the Bank if that address is different from the Client's headquarters.
- 1.32. **Unified Register of Accounts** – An electronic database maintained by the Financial Agency, which contains accounts of business entities, citizens, the Republic of Croatia, local and regional self-government units and accounts of the Croatian National Bank, bank accounts and accounts in building societies and credit unions.

- 1.33. **SEPA** – Single Euro Payments Area is an area where the payer can make and receive payments in euros under the same basic conditions, rights and obligations, regardless of whether they are national or cross-border payments. The SEPA area covers all EU Member States as well as Iceland, Liechtenstein, Norway, Switzerland, Monaco and San Marino.
- 1.34. **SEPA payments** – Payments in EUR within the European Union and the EEA (European Economic Area) and 6 non-EEA countries (Andorra, Monaco, San Marino, Switzerland, United Kingdom, Vatican).
- 1.35. **SEPA direct debit** - payment service for debiting the transaction account of the Client as the payer, when the Payment Transaction is initiated by the payee Business entity based on the Consent given by the Client to the payee, and is carried out through the Core and Business SDD Scheme.
- 1.36. **Core SDD Scheme** – a unique set of rules, practices, standards and guidelines for the implementation of direct debits, which is separate from any infrastructure or payment system that supports its implementation. The scheme applies to consumer and non-consumer payers.
- 1.37. **Business SDD Scheme** - a unique set of rules, practices, standards and guidelines for the implementation of direct debits, which is separate from any infrastructure or payment system that supports its application. The scheme applies to non-consumer payers.
- 1.38. **Mandate** – The Client’s authorisation to the payee, who is a business entity, to place a SEPA Direct Debit order debiting the Client’s transaction account.
- 1.39. **Online** – The ability to connect via a publicly available communication network, such as the Internet, to use a particular service.
- 1.40. **Payment Initiation Service Provider** – A payment service provider other than the Bank, which provides the Client with a payment initiation service based on the approval of the competent authority in the home Member State.
- 1.41. **Account Information Service Provider** – A payment service provider other than the Bank, which provides the Account information service to the Client on the basis of an entry in the relevant register of the competent authority in the home Member State.
- 1.42. **Other Payment Service Provider** – A payment initiation service provider, Account information service provider and payment service provider issuing a card-based payment instrument.
- 1.43. **Payment Initiation Service** – The service of issuing payment orders at the request of the Client from his/her Account, and through a payment initiation service provider to which the Client has given his/her explicit mandate. The Client may use this service only if the Account is available online.
- 1.44. **Account Information Service** – An online electronic service that provides consolidated information on one or more Client Accounts, and through the Account Information Service Provider to which the Client has given his/her explicit mandate. The Client can use this service only if the Account is available online.
- 1.45. **Value Date** – The reference time used by the payment service provider to calculate interest on funds debited from the payment account (debit value date) or for which the payment account is credited (credit value date).

- 1.46. **Permanent Data Carrier** – Any means that allows the payment service user to store information sent to him/her personally in such a way that it is available for future use in a period appropriate to the purpose of the information and which allows for the reproduction of stored information in unaltered form.
- 1.47. **Authentication** – A procedure that allows the Bank to verify the identity of the Client or the validity of the use of a particular Payment Instrument, including verification of the Client's personalised security credentials (for example, using a card at an ATM and entering a PIN for the authentication of the Transaction).
- 1.48. **Personalised Security Credentials** – Personalised features that a payment service provider provides to a payment service user for authentication purposes.
- 1.49. **START System** – An online system that, in accordance with regulations, enables electronic business start-ups in the Republic of Croatia and, for that purpose, collects authentic data and automatically exchanges them between systems that support specific activities of the business start-up process, registers and official records.
- 1.50. **Sanctioned Person** – (a) any individual or entity which is listed on any of the publicly available lists of specially designated nationals and blocked persons, or individuals or persons, entities or groups subject to Sanctions issued by a Sanctions Authority, each as amended, supplemented or substituted from time to time, (b) any individual or entity operating, organised or resident in a Sanctioned Country, (c) any individual or entity which is otherwise the subject of Sanctions, and (d) any individual or entity owned or controlled by or acting on behalf of any of the foregoing individuals or entities.
- 1.51. **Sanctions** – All economic or financial sanctions, restrictive measures or trade embargoes imposed, administered, or enforced from time to time by a Sanctions Authority (the laws, rules and regulations pertaining thereto being referred to as the "Sanctions Laws").
- 1.52. **Sanctioned Country** – At any time, a country or territory which is the subject of any country-wide or territory-wide Sanctions or is covered by the Risk Appetite Statement in Erste & Steiermärkische Bank d.d. and is not subject to Sanctions determined by a Sanctions Authority.
- 1.53. **Sanctions Lists** – Publicly available lists of specially marked citizens and blocked persons, or individuals or persons, entities or groups subject to Sanctions issued by the Sanctions Authority, with all changes, additions or replacements.
- 1.54. **Sanctions Authority** – (a) the United Nations Security Council, (b) the European Union, (c) the United States of America, (d) the respective governmental institutions and agencies of any of the foregoing, and (e) any other competent governmental or regulatory authority, institution or agency which administers applicable economic or financial sanctions, restrictive measures or trade embargoes, including, without limitation, the Office of Foreign Assets Control of the US Department of Treasury ("OFAC").
- 1.55. **Risk Appetite Statement in Erste&Steiermärkische Bank d.d.** – An act defining the Bank's conduct in dealing with clients, jurisdictions, industries, and other situations in accordance with the Bank's targeted risk appetite, with adequate monitoring of the risk profile, which implies integrated and comprehensive management of identified risks.
- 1.56. **Business Day** – A business day in the sense of these General Terms and Conditions is considered a business day as defined in the Payment Schedule for the Execution of Payment Transactions for Business Entities.



- 1.57. **Order Receipt Time** – The deadline for receiving payment orders is a business day, and orders received after that deadline are considered received on the next business day. This time may be shortened before holidays and public holidays, about which the Bank shall inform clients.
- 1.58. **Execution Date** – The date defined by the Client on the payment order for the execution of the payment transaction. The payment order will be executed on the specified execution date if the order is given in a timely manner in accordance with the Payment Schedule.
- 1.59. **Account Debit Date** – The date on which the Bank debits the Client's account
- 1.60. **Credit Date** – The date of crediting of the payee's Bank account.
- 1.61. **Payment system** - is any system for the transfer of funds with formal and standardized procedures and common rules for the processing, calculation and/or settlement of payment transactions through which the Bank performs payment transaction

## 2. General Provisions

- 2.1. These General Terms and Conditions provide the Clients with information on the use of payment services, interest rates and exchange rate fees, communication with the Bank, protective and corrective measures, changes, and termination of the Framework Agreement on Payment Services, and legal protection. With these General Terms and Conditions, the Bank also determines the conditions for opening, maintaining and closing the Account.
- 2.2. When opening the Account, the Client and the Bank shall enter into a Framework Agreement on Payment Services (hereinafter: Framework Agreement) consisting of:
- these General Terms and Conditions,
  - relevant Specific General Terms and Conditions for additional services contracted by the Bank and the Client,
  - Fees for Payment Services Provided to Business Entities,
  - Payment Schedule,
  - Notification of account opening and maintaining an account and account number, and
  - Agreement.

These General Terms and Conditions and all documents that make up the Framework Agreement can be found and are available on the Bank's website [www.erstebank.hr](http://www.erstebank.hr) and, at the request of the Client, in the Bank's branch offices.

- 2.3. In the event of a conflict between the Agreement and other Acts of the Bank, the provisions of the Agreement shall apply first, then the provisions of these General Terms and Conditions and finally other Acts of the Bank, unless expressly agreed otherwise.
- 2.4. By concluding the Framework Agreement, the Client confirms that, prior to concluding the subject agreement, he/she was previously acquainted with these General Terms and Conditions and other Acts of the Bank which regulate the individual payment service of the Bank that the Client requires or contracts with the Bank and other documentation, in accordance with Article 2.2. of these General Terms and Conditions, constitute the Framework Agreement and that he/she fully agrees with and accepts them.

- 2.5. The Bank may entrust the performance of some of the activities related to performing payment operations to a third party. Everything that is determined for the Bank in these General Terms and Conditions is also determined for the third party entrusted with the performance of such activities.
- 2.6. In accordance with the provisions of the Payment System Act, the application of the following provisions is excluded:
- Title II OBLIGATIONS RELATED TO THE INFORMING OF PAYMENT SERVICE USERS – except Article 19 and Article 20, i.e., all provisions of that Title relating to the obligations of the Other Payment Service Provider;
  - Article 34 Mandate and revocation of mandate– paragraphs 7 and 8;
  - Article 48 Refunds for authorised payment transactions initiated by the payee or initiated through the payee – in full (non-application of this article excludes the right to a refund for authorised payment transactions initiated by the payee or initiated through the payee);
  - Article 49 Refund request for authorised payment transactions initiated by the payee or initiated through the payee;
  - Article 52 Irrevocability of payment orders – paragraph 6;
  - Article 58 Liability of the payment service provider for the execution of a payment transaction initiated by the payer;
  - Article 59 Liability of the payment service provider for the execution of a payment transaction initiated by the payee or initiated through the payee;
  - Article 60 – Liability for non-execution, improper execution, or delay in execution of payment transactions in case of payment initiation services.

### **3. Account Opening**

- 3.1. The Bank shall open an Account for the Client, provided that the Client submits the following documentation/data to the Bank:
- correctly filled in forms of the Bank for opening a transaction account certified by the signature of the person authorised to represent;
  - correct data via the START system for opening/activating a transaction account when the opening of the Account is initiated through the START system;
  - documentation that enables the identification of the Business Entity and persons authorised to dispose of funds in the account in accordance with the Anti-Money Laundering and Countering the Financing of Terrorism Act and other applicable regulations;
  - data required for keeping the register of accounts; and
  - other documentation in accordance with applicable laws or specifically required by the Bank.
- 3.2. The Bank shall open an Account for the Client or reject the Request for opening a transaction account no later than 7 business days from the receipt of the Request for opening a transaction account and the complete required documentation. The Bank reserves the right to refuse to open an Account for the Client without providing a special explanation. Exceptionally, the Bank shall activate an Account for the Client whose opening has been initiated via the START system no later than 18 business days from the receipt of data on the Client via the START system, provided that the

Client submitted all the documentation in accordance with these General Terms and Conditions and fulfilled other Bank's conditions for Account opening. At the same time, the Bank undertakes to reserve the IBAN or to refuse the IBAN reservation on the basis of data received through the START system no later than 3 business days from the receipt of such data. IBAN reservation does not imply the Bank's obligation to open an Account, and the Bank reserves the right to refuse to open an Account in accordance with the provisions of this Article even after the IBAN reservation.

- 3.3. The Bank and the Client enter into the Agreement on the basis of the Request for opening a transaction account or the Request for activation of a transaction account and proper documentation for opening an account. The request for activation of the transaction account, in addition to the data stated on the request itself, also includes the data entered by the Client into the START system before initiating the opening of the Account with the Bank.
- 3.4. The Client may start transacting using the Account after concluding the Agreement and receiving the Notification of Account Opening and Account Number, and Payment Orders can be issued on the Bank's first subsequent business day after the Account is opened. The Notification of Account Opening and Account Number is delivered to the Client by sending it to his/her e-mail address recorded in the Bank's system or by sending it to the Client's registered office address or by downloading the notification by the Client at the Bank's branch office or in another manner agreed between the Bank and the Client. The notification shall be deemed delivered to the Client at the time of sending the e-mail by the Bank, or at the time of sending by registered mail, or at the time of collection at the Bank's branch office, or in another manner agreed between the Bank and the Client. The Client may also request information on the account opening and number at the Bank's branch office.
- 3.5. The Bank shall open Accounts in accordance with the law and according to the structure determined by the bylaws and rules of the Bank.
- 3.6. Depending on the assessment of the Client's level of risk, the Bank shall conduct due diligence of the Client in accordance with the Anti-Money Laundering and Countering the Financing of Terrorism Act. At the request of the Bank, the Client is obliged to submit the data and documentation necessary for conducting the due diligence.
- 3.7. The Bank maintains transaction accounts in the official currency of the Republic of Croatia (EUR) and currencies from the Bank's exchange rate list. Exceptionally, exchange transaction accounts of authorised exchange offices are maintained exclusively in foreign currencies from the Bank's exchange rate list.

#### **4. Management of Transaction Accounts**

- 4.1. The Bank shall execute Payment Transactions and perform deposits, withdrawals and transfers of funds for the Client through the Account within the available balance in the Account.
- 4.2. By appointing a specific person as an Authorised Person, the Client guarantees that the Authorised Person meets the conditions prescribed by law, which are necessary for the appointment as an Authorised Person, and that this person is a person of his/her trust.
- 4.3. Only Authorised Persons can dispose of the available balance in the Account. Authorised Persons can also inspect the balance in the Account and request additional information related to the Account (e.g., transaction confirmations, statements, etc.). Authorised



Persons for disposing of funds in the account are listed in the Specimen Signature Card deposited with the Bank. Disposal of funds is unlimited within the Available Balance in the Account, except in cases of force majeure or when regulations require otherwise. The Client is obliged to submit a written request to the Bank for each change of the Authorised Person on the Specimen Signature Card.

- 4.4. The Bank shall not be responsible for the actions of the Authorised Person, both towards the Bank or towards the Client. The Client is responsible for all omissions and actions of the Authorised Person towards the Bank.
- 4.5. If the Client revoking the right of the Authorised Person to dispose of funds in the Account via the Payment Order in paper form and requesting their deletion from the Specimen Signature Card wants to revoke all rights of that Authorised Person on other Distribution Channels, he/she is obliged to do so by submitting a special request to the Bank. The change of the Client's Legal Representative and the change of the Authorised Person on the Specimen Signature Card shall not mean a change of authorisations related to additional payment services (e.g. Erste NetBanking) that the Client has contracted with the Bank, and the Client shall be responsible for closing or changing the authorisations related to additional contracted payment services. The Client is obliged to acquaint each proxy with the contents of these General Terms and Conditions and the entire documentation that makes up the Framework Agreement and which is listed in Article 2.3 of these General Terms and Conditions.
- 4.6. Power of Attorney and the revocation of the power of attorney made outside the Bank must be certified by a domestic or foreign competent authority in accordance with positive regulations. The Bank reserves the right not to act on a one-time power of attorney older than one year.
- 4.7. The Power of Attorney for the Account ceases to be valid no later than one business day from the day of receipt of the statement/confirmation of written revocation of the Power of Attorney from the Client or Authorised Person or by closing the Account, by submitting the statement on the deprivation of legal capacity or death certificate of the Client's proxy.
- 4.8. The Bank shall not bear the consequences that may occur if the proxy does not act in accordance with the provisions of this Article. The Bank is not obliged to inform the Client about the actions and omissions of the proxy.
- 4.9. The Client may request the Bank to make the Account dormant. To make the Account dormant, the Client is obliged to submit a Request for Account Dormancy and enclose a decision on the temporary suspension of operations issued by the competent authority. The Bank shall not charge fees for maintaining a dormant Account. While the Account is dormant, the Client cannot execute Payment Orders debiting the Account (payment and transfer orders), and any Cards issued related to the Account will be disabled. The Client is obliged to notify the Bank of the termination of the suspension of operations, as a result of which the Client shall request the termination of dormancy.
- 4.10. The Client shall notify the Bank in writing and submit the appropriate documentation of any change in the data specified in the documents attached while opening the Account no later than 8 (eight) days from the date of the change. If the Client fails to notify the Bank of the change, the Bank may make changes to its database only if it learns of them from official registers or other documents of which it has no reason to suspect the authenticity. The Bank is not authorised to change the data on the Specimen

Signature Card without the Client's request, and it is the Client's responsibility and obligation to request a change or update of the Specimen Signature Card if it deems it necessary.

- 4.11. If the Client's Legal Representative is not on the Specimen Signature Card or the Client does not have a valid Specimen Signature Card, the Client's Legal Representative shall sign the Payment Orders in accordance with the legal authorisations to represent the Client. The Bank will identify the Client's Legal Representative who is not on the Specimen Signature Card by inspecting a valid personal identification document; in such cases, the signature of the Client's Legal Representative on Payment orders is verified by the Bank by inspecting such a personal identification document.
- 4.12. By accepting these General Terms and Conditions, the Client confirms that there are no restrictions over the actions of the Client's Legal Representative, which would limit the taking of actions in the name and on behalf of the Client in the performance of the obligations from the Framework Agreement to which the Client's Legal Representative is authorised based on the inspection of publicly available registers.
- 4.13. By accepting these General Terms and Conditions, the Client confirms that there are no restrictions over the actions of the Client's Authorised Persons, which would limit the taking of actions in the name and on behalf of the Client in the execution of rights and obligations from the Framework Agreement based on the Specimen Signature Card or other powers of attorney submitted by the Client to the Bank.
- 4.14. The authorisation of the Client's legal representative registered in the court register is determined exclusively by inspecting the court register.
- 4.15. By taking any action in the name and on behalf of the Client, the Client's Legal Representative guarantees that he/she is authorised for the same and that there are no restrictions for taking those actions.

## **5. Payment Transaction Authorisation and Execution**

- 5.1. It is considered that the authorisation (mandate) for the execution of the Payment Transaction is given if one of the following conditions is met before the execution of the Payment Transaction:
  - A cash Payment Order has been duly filled out and signed by the Client's Legal Representative or Authorised Person in accordance with the Specimen Signature Card or a person who is not the Client's Legal Representative or Authorised Person (hereinafter: Submitter of the Order) and submitted to the Bank/FINA in paper form;
  - A cashless Payment Order and transfer order have been duly filled out and submitted to the Bank/FINA in paper form signed by the Authorised Person in accordance with the Specimen Signature Card or the Client's Legal Representative;
  - A Payment Order is issued and authorised through electronic banking services by the person authorised for electronic banking services in accordance with the agreement on the use of one or more electronic banking services concluded by the Client with the Bank;
  - A Payment Order is issued and authorised via the FINA electronic banking service by the authorised person for the FINA electronic banking service;
  - A Payment Order is issued and authorised through a registered Other Payment Initiation Service Provider;

- ATM withdrawals and cash payments with banknotes are authorised by inserting and using an ATM Card with PIN entry;
- Payment of coins at an ATM are authorised by inserting and using a Card at an ATM without entering a PIN;
- Payment of banknotes and coins are authorised by inserting a Card and entering the PIN at the ATM with the deposit function (BD device);
- Payment of banknotes and coins are authorised by inserting a Card into the day-night vault;
- Payment of banknotes and coins are authorised by inserting a Card into the Erste Smart Cash device;
- Payment of banknotes and coins are authorised by inserting a Card and/or entering the user ID/PIN in the smart safe at the Client's premises;
- Giving or inserting a card at an EFT-POS terminal or self-service device at a point of sale or withdrawal counter, and depending on the system (EFT-POS terminal / self-service device – card), a confirmation of the transaction with the entry of a PIN or a signature;
- Entering and providing Personalised Security Credentials of the card, except for a PIN, at the request of the merchant when paying at Internet points of sale or catalogue and telephone sales;
- For the execution of individual standing orders or direct debits, the Client or the Authorised Person shall be deemed to have given a mandate and authorisation by signing a special contract as described in Article 10 and 11 of these General Terms and Conditions;
- The Client has given a mandate in accordance with these General Terms and Conditions for a SEPA Direct Debit.

Payment transactions for payments described in indents 7-12 of this article are initiated by depositing cash in the devices specified in these provisions.

- 5.2. If the Client certifies the Payment Orders submitted in paper form with a stamp, such stamp certification does not form part of the authorisation of the Payment Transaction and is not controlled by the Bank.
- 5.3. Information prior to the execution of the Payment Transaction is contained in these General Terms and Conditions, Special General Terms and Conditions for the service/product contracted by the Bank and the Client or the Authorised Person, Payment Schedule, Fees for Payment Services Provided to Business Entities.
- 5.4. The Client or the Authorised Person may submit duly filled out Payment Orders to the Bank (in paper form at cash registers, via electronic banking services, via the Payment Initiation Service Provider) or in FINA (in paper form, files in .xml format, or via electronic channels managed by FINA).
- 5.5. A duly filled out Payment Order means a Payment Order which is:
  - filled out in accordance with the positive regulations of the Republic of Croatia
  - filled out legibly and completely (without corrections)
  - authorised.

- 5.6. Notwithstanding the possible previous involvement of the Bank in the process of filling out the Payment Order, the Bank shall be deemed to have received the Payment Order at the time when it is delivered by the agreed means of communication. The Client / Authorised Person is responsible for the accuracy and completeness of the data on the Payment Order, including in cases when it may require the Bank to fill out the Payment Order according to his/her instructions. If the date of execution is not stated on the Payment Order, it is considered that the desired date of execution is equal to the date of receipt of the order.
- 5.7. The Bank shall accept and execute a correct and duly completed Payment Order of the Client only if it is delivered to the Bank by the Client in the manner agreed upon for a particular payment service and if there are no legal obstacles to its execution and if the Order is in accordance with the principles or the policies of the Bank's operations and socially responsible operations in general (such as, for example, the Principles of Responsible Financing published on the Bank's website).
- 5.8. If the Bank receives a Payment Order on a day not specified as a business day or after the time specified in the Payment Schedule, the Payment Order shall be deemed as received on the first following business day.
- 5.9. The Bank shall execute the duly filled-out Payment Order on the day of receipt or on a predetermined business day, in accordance with the Payment Schedule, provided that there are funds available in the Client's Account on the day of execution of the Payment Order and if there are no legal obstacles to its execution.
- 5.10. In the event that the Payment Order issued via electronic banking services is not executed on the given day due to insufficient funds in the Account, attempts to make the payment will be made for the next 15 (fifteen) days, except for a group of orders with batch booking option which are executed only on the value date. If there are insufficient funds in the Account for Payment Orders issued through a Payment Initiation Service Provider, the Payment Initiation Service Provider defines the manner of order execution in such a way that the transaction is rejected on the execution day or the attempts to perform the transaction will be made for the next 15 (fifteen) days, except for a group of orders with batch booking option which are executed only on the value date.
- 5.11. The Client selects the currency for the coverage of the Payment Order; if it has not been filled in, it is considered that the currency for the coverage of the Payment Order is equal to the payment currency.
- 5.12. Payment Orders issued through electronic banking services or FINA electronic channels and through a Payment Initiation Service Provider may be issued individually or collectively. If such orders are issued collectively (file), they can be given only in .xml format in accordance with the instructions for Clients: ISO 20022 .xml standard for initiating credit transfer messages (pain.001.001.03.), unless explicitly agreed otherwise between the Client and the Bank.

An .xml file can contain one or more groups of payment orders. Payment order groups can be:

- with a single debit option and/or
- with a batch booking option only for national payments in EUR.

A group of payment orders with a batch booking option is executed only when all orders from the group of payment orders are correct and when there are sufficient funds to cover the whole group; otherwise, it is rejected.

If the Client does not select the batch booking option, the entire content of each individual Payment Order will be visible on the account statement.

If the group of payment orders with a batch booking option refers to the payment of personal income, the Bank shall apply the agreed fee as well as ensure the recognition of personal income payment orders, including access to data in accordance with authorisations, if the group of payment orders is marked with the following parameters: file 2.3. – Batch Booking (method of debiting the payer's account) – obligatory data is true, field 2.14 – Category Purpose / Code – mandatory data SALA, field 2.127 – Purpose/Code – mandatory data SALA, in field 2.116 <Id> The IBAN of the payee is the transaction account of the natural person (recognised by the second part of the IBAN starting with 31, 32 or 35). Diacritical characters - due to compliance with format rules and the possibility of correct execution of payment orders through the Payment System through which the Bank performs payment transactions, the Bank reserves the right to change the characters specified on the payment order. In case of receiving an order that contains characters that do not comply with the UTF-8 character group and/or are not part of the Latin character group, depending on the type of order, (č, đ, š, ž), the Client authorizes the Bank to change them into permitted characters ( c, d, s, z).

- 5.13. Failure to execute the Payment Order, standing orders and SEPA Direct Debit orders due to the non-existence of the Available Balance in the Account is not considered a rejection of the Payment Order and the Bank is not obliged to notify the Client about it.
- 5.14. If the Client or the Authorised Person submits to the Bank an incorrect Unique Identification Code of the payee on the Payment Order, the Bank bears no responsibility towards the Client or the payee for the incorrect execution of the Payment Transaction.
- 5.15. The Bank executes the Payment Order in accordance with the Unique Identification Code of the payer/payee specified by the Client in the Payment Order, and by accepting these General Terms and Conditions, the Client gives consent to the Bank to use the company name / name and surname, headquarters/address and tax number (OIB) of the payer/payee from the Bank's registers, which correspond to the specified Unique Identification Code. Exceptionally, the Bank may change the Unique Identification Code specified in the Payment Order if the Payee, based on the special order and the authorisation contracted in the business cooperation agreement with the Bank, specifies his/her new Unique Identification Code and the Client agrees to this by accepting these General Terms and Conditions. In that case, the Payment Order shall be executed in accordance with the new Unique Identification Code if all other conditions for the execution of the order are met.
- 5.16. In the event that there are insufficient funds in the Client Accounts specified to cover the Order in the foreign/national currency in which the Payment Order is issued, the order will not be executed. The Client can initiate the change of the payment order cover currency through the contracted electronic channel or submit an order to the Bank for the execution of the currency change, regardless of the channel of initiation of the Payment Order.
- 5.17. The Bank may refuse the execution of the Payment Order if all the conditions for its execution are not met.



The Bank shall inform the Client about the refusal to execute the Payment Order, as well as about the reasons for the refusal and the procedure for eliminating the errors that were the reason for the refusal, except in cases when this is prohibited by other regulations. The Bank shall make the notification available to the Client via one or more contact data specified in the Request for opening a transaction account or the Request for the activation of the transaction account or in another explicitly agreed manner. The Bank has the right to charge the fee for the notification at the Bank's discretion if the rejection of the Payment Order was objectively justified.

- 5.18. If a deposit order is provided by the Submitter of the Order, he/she shall sign such an order, regardless of whether the order has already been signed by the persons authorised to represent the Client or the Authorised Person, and the Bank shall identify him/her in accordance with the regulations.
- 5.19. The Bank is authorised to refuse to carry out a Payment Order / Payment Transaction in the Client's Account if it considers that there is a non-compliance in acting according to the regulations or instructions of public bodies responsible for the supervision of the Bank's operations or the implementation of relevant regulations or if the Payment Order and/or Payment Transaction is in conflict with the rules, principles or policies of the Bank's operations and socially responsible operations in general (such as, for example, the Principles of Responsible Financing and Risk Appetite Statement published on the Bank's website). For the avoidance of doubt, the Client is responsible for ensuring that the Payment Transaction in the Account is in accordance with all relevant regulations, which refers to, but is not limited to, regulations on foreign exchange operations and regulations on anti-money laundering and countering the financing of terrorism, as well as the aforementioned rules, principles and policies.
- 5.20. The Bank may refuse the execution of the Payment Order and Payment Transaction and return the transferred funds to the Client if the execution of the Payment Order or Payment Transaction would lead to a violation of Sanctions.
- 5.21. The Client is obliged to submit to the Bank, at its request and within the deadline set by the Bank, all data and documentation requested by the Bank in order to verify whether the execution of a Payment Order or Payment Transaction is contrary to foreign exchange regulations, anti-money laundering and countering the financing of terrorism regulations and Sanctions or other regulations. The Bank is authorised to suspend the execution of the Payment Order or Payment Transaction until the Client submits all requested data and documentation, and if it fails to submit them by the requested deadline, the Bank is authorised to refuse the execution of the Payment Order or Payment Transaction. The Bank may execute a Payment Order or Payment Transaction even after the expiration of the deadline set or agreed for the execution of the Payment Order or Payment Transaction if this is a consequence of the verification of the circumstances referred to in this item and is not responsible for the late execution of the Payment Order or Payment Transaction for that reason.
- 5.22. If, for the execution of the Payment Order or Payment Transaction, it is possible to eliminate other deficiencies or it is necessary to submit additional data or documentation, which are not regulated by the previous point, the Bank may contact the Client via one or more available contact details in the Request for opening a transaction account or a Request for activation of a transaction account or in another explicitly agreed manner.

- 5.23. The Bank shall contact the Client at a time appropriate to the channel through which it contacts the Client. The Bank shall not be liable for delays in the execution of the Payment Transaction due to the inability to contact the Client in accordance with the previous two points of these General Terms and Conditions.

## **6. Payment Order Cancelling**

- 6.1. The Client or the Authorised Person may revoke the Payment Order in writing before the execution of the Payment Order in the Branch Office by revoking the mandate for the execution of the Payment Order, revoking the authorisation for a standing order or a series of Payment Transactions. If the Payment Order (with the exception of a standing order) is issued via an electronic banking service, it can be revoked using that service. The Client or the Authorised Person cannot revoke the Payment Order after it has been forwarded to the interbank payment systems, i.e., the SWIFT network. Payment Orders received after the specified time of order receipt and before the date of debiting the Client's account can be revoked during the business hours of the Bank's branches or within the electronic banking service for orders placed through the same service, or within the service of the Payment Initiation Service Provider for orders that are placed through that Provider.

A Payment Order can be revoked by the Client with a revocation request as follows:

- cash Payment Order: in the branch office where it was submitted for execution;
- non-cash order: in any branch of the Bank;
- non-cash order issued through the electronic banking service, except for a standing order: within the scope of that service;
- non-cash order issued through a Payment Initiation Service Provider: through the Payment Initiation Service Provider.

The payer's revocation of a SEPA Direct Debit is not possible on the Execution Date (that is, on the Client's account debiting date).

Any Payment Transaction executed after an orderly revocation at the Bank's assessment shall be considered unauthorised.

- 6.2. In case of revocation of the Payment Order referred to in Article 6.1 of these General Terms and Conditions, the Bank allows its revocation until the end of business hours of the Bank's Branch Office on the day of submission of the Payment Order if it has not been forwarded to the interbank payment systems or to the SWIFT network, or via an electronic banking service until the moment of being forwarded to interbank payment systems for orders issued through an electronic banking service.
- 6.3. By way of derogation from Article 6.1, the Client or the Authorised Person may not revoke the Payment Order in the following cases:
- in case of a transaction initiated by the payee or initiated through the payee after giving the payee a mandate to execute the Payment Transaction;
  - in case of a transaction initiated through the Payment Initiation Service Provider after giving the mandate to initiate a Payment Transaction to that service provider, except for a transaction specified with a future execution date, whereby such an order can be revoked no later than the end of the business day preceding the day agreed for the start of the execution of the order. Revocation of such a Payment Order is possible only through the Payment Initiation Service Provider.

## 7. Disposal of Funds in the Account

- 7.1. The Client may dispose of the funds deposited in the Account when the amount of the Payment Transaction is credited in the Account in accordance with the deadlines for the execution of Payment Transactions specified in the Bank's Payment Schedule and when the Bank receives all necessary information for the crediting of the Client's Account.
- 7.2. Payment transactions coming from a payer from another domestic or foreign bank are processed in such a way that the Client's Account is credited on the basis of the Unique Identification Code specified in the Payment Order. The Bank does not undertake to verify the correctness of other data specified with the Unique Identification Code, except for all cross-border and international payments and national payments in foreign currency where the name of the payee is also checked, and where, in case of non-compliance of the Unique Identification Code and the name of the payee, the Bank is authorised to refuse the execution of the Payment Order. If the day on which the funds are credited to the payee's payment service provider's account is not a business day for that service provider, the payee's payment service provider shall be deemed to have received the payee's funds on the first subsequent business day.
- 7.3. By accepting these General Terms and Conditions, the Client agrees that the Bank may eliminate the incorrect posting of debit or credit of the Account performed without the Client's order, which is a consequence of an error of the Bank or its external executors, using reverse posting or cancellation procedures. The Bank shall inform the Client about the said postings in the agreed manner via the account statement. Additionally, the Client may, upon request, obtain information at the Branch Office.
- 7.4. The Client is not authorised to pledge the Account in favour of a third party without the prior written consent of the Bank.

## 8. Other Account Debiting Grounds

- 8.1. Other grounds for debiting the Account include bills of exchange, contractual authorisation given to the Bank, and FINA orders in accordance with the Act on Execution of Enforcement over Monetary Assets and other respective bylaws. Based on the above grounds, the Bank debits the Client's Account without his/her prior consent.
- 8.2. By accepting these General Terms and Conditions, the Client agrees that, in the event of the Client's default under any contractual relationship, the Bank may collect the amounts due, including all related fees and default interest from any Client's account held with the Bank, or from any Client's funds entrusted to the Bank either as collateral for the Bank's claims against the Client on any basis, or entrusted to the Bank on any other basis.
- 8.3. If the Bank makes a payment from the Client's Account in accordance with the previous paragraph of this Article, and the Account does not have sufficient funds in the payment currency, the Bank shall convert the funds from other currencies in the Client's Account according to the Bank's exchange rate valid on the day of conversion.
- 8.4. The Bank shall execute a FINA order only from the Positive Balance in the Client's Account and subsequent cash inflows. If the order is executed in a foreign currency held in the account, the Client agrees that the Bank may convert foreign currency into EUR at the Bank's buying rate valid on the day of purchase, and the Bank transfers the resulting amount in EUR to the allocated funds account. The Bank will deal with the seized funds in the allocated funds account in accordance with the FINA order.

- 8.5. In the event of Account debiting on the basis of a FINA order, the Bank shall deny the Client the right to use the Account overdraft for the entire duration of the execution of the payment basis unless otherwise expressly agreed between the Client and the Bank.
- 8.6. The Bank shall not be liable for damages in the event of an incorrectly issued FINA order for the implementation of the basis for the payment.

## **9. Additional Payment Services**

- 9.1. Additional payment services are:
- Electronic banking services
  - SEPA Direct Debit
  - Standing order
  - Card
  - Other services prescribed by the Bank's Acts.
- 9.2. The main characteristics and the conditions for the use of additional payment services are defined in the Special General Terms and Conditions and/or in individual contracts for these services.

## **10. Operations with Standing Orders**

- 10.1. The Client may authorise the Bank to make regular or occasional payments debiting his Account by:
- Conducting a Payment Transaction in favour of the payee according to the terms defined by the Client (payee's account, payment amount, duration, and payment dynamics) (hereinafter: Standing Order).
  - In the event of any change in the conditions defined by the Client in the Standing Order, the Client is obliged to notify the Bank thereof. The Bank shall not be liable for the correct execution of Standing Orders in the event of a change that the Client has not reported to the Bank.
- 10.2. The Bank shall execute Standing Orders in accordance with the conditions defined by the Client. If the default day for payment of the Standing Order is not a business day, the payment shall be made on the first subsequent business day. The Client shall provide funds in the Account no later than the time defined in the Payment Schedule. The Bank shall execute a Standing Order only if there are sufficient funds in the account to cover the entire defined amount of payment. In the event that the Standing Order with a defined fixed amount of payment is not executed on the given day due to insufficient funds in the Account, the payment will be attempted for the next 20 (twenty) days.
- 10.3. The standing order shall expire on a defined date or upon cancellation by the Client.
- 10.4. The standing order shall terminate automatically by closing the paying Account.
- 10.5. The Bank may unilaterally terminate the Standing Order without notice if the Client, in the Bank's assessment, fails to comply with these General Terms and Conditions, fails to settle his/her obligations in a timely manner or if the Client's business, at the Bank's sole discretion, poses a security threat or endangers the Bank's business.
- 10.6. The Bank may cancel the Standing Order with a notice period of 30 days without giving a reason.

## 11. SEPA Direct Debits

- 11.1. The Client may give his/her Mandate to the payee, who is a business entity, to initiate SEPA Direct Debits which will debit the Client's Account. A SEPA Direct Debit is a national and cross-border payment service in euros which can be contracted only to debit an Account.
- 11.2. A direct debit Mandate Form is a document on the basis of which the Client authorises the payee, who is a business entity to initiate orders for debiting the Client's Account and authorises the Bank to debit that Account in accordance with the debit orders submitted by the payee. Each mandate has its own Mandate Identifier, which is a unique mandate reference assigned by the payee to uniquely designate the mandate.
- 11.3. The payee, who is a business entity, defines the date of execution and the amount of each direct debit. The Client is responsible for monitoring and verifying the execution of debit orders executed under SEPA Direct Debits.
- 11.4. Execution of SEPA Direct Debit and the validity of the Mandate shall terminate based on at least one of the following reasons: withdrawal of the Mandate by the payee who is a business entity and notifying the Bank of the respective withdrawal, closing of the Bank Account debited by SEPA Direct Debit, defining a ban on conducting SEPA Direct Debits from the Account.
- 11.5. An authorized SEPA direct debit transaction is considered to be any transaction carried out in accordance with the applicable Agreement. The paying client is obliged to provide funds on the Account no later than 11:00 a.m. on the defined execution date, and funds for cross-border direct debits must be provided no later than 7:00 a.m. on the defined execution date. The execution date of the SEPA direct debit is the debit date of the Client's account.
- 11.6. The Bank shall execute an authorised SEPA Direct Debit transaction upon receipt of a debit order by the payee, and in accordance with the Payment Schedule for the execution of payment transactions, if the account balance is available for the order, if it does not contradict the provisions of these General Terms and Conditions and if there are no legal obstacles for its execution.
- 11.7. If the Bank does not correctly transfer the order to the payer's payment service provider for the individual SEPA Direct Debit transaction within the deadline agreed with the payee, which allows the payer's financial obligation to be settled on the agreed maturity date, the Bank shall notify the payee and is not obliged to resubmit the order in question to the payer's payment service provider.
- 11.8. The Client may define special conditions for the execution of SEPA Direct Debit in the Bank's branch office as specified in Articles staviti 11.9.,11.10. i 11.11.
- 11.9. The Client has the right to define a ban on the execution of all SEPA Direct Debits on an individual transaction account by sending a signed request to the Bank. By defining this ban, the Bank shall not execute the received orders regardless of the signed Mandate to the payee, who is a business entity. This ban shall cancel all previous Restrictions on a specific SEPA Direct Debit, and it is not possible to define other restrictions or black or white lists before the withdrawal of the ban.
- 11.10. The Client has the right to define black and white lists of payees who are business entities according to payee identifiers under SEPA rules. The black list includes a list of payees for which the Client blocks all SEPA Direct Debits. The black list cannot be



combined with a white list and a ban on executing all SEPA Direct Debits. The white list includes a list of payees who are business entities for which the client allows the execution of orders under SEPA Direct Debits in accordance with the agreed mandates of the payee. When defining a white list, the Client can also define a unique mandate identifier for each payee. If the Client specifies the mandate identifier in addition to the payee on the white list, the Bank will perform only the SEPA Direct Debit which is defined by that mandate identifier. The white list is valid until the Client revokes it and can be combined with a limit on the amount and/or time period for order execution. The white list cannot be combined with a black list and a ban on executing all SEPA Direct Debits. All other payees who are not defined in the white list are prohibited from executing orders under SEPA Direct Debits.

- 11.11. The Client may define Limits on the collection of orders under SEPA Direct Debit for a certain amount and/or time period for a particular Mandate based on a written request to the Bank. By defining a limit on the amount of the order without defining the time period, the Bank shall execute an individual order only if the amount is less than the amount defined by the limit. By defining the limit on the amount of the order with the definition of the time period, the Bank shall execute an individual order only in a defined period and in the event that the amount of the individual order is less than the amount defined by the limit; after the expiration of the specified period, orders will be executed regardless of the amount.
- 11.12. The Client has the right to withdraw the defined Limit on the amount and time period at any time, as well as to withdraw the ban on the execution of all orders or to change the black and white list for SEPA Direct Debits.
- 11.13. Written requests for SEPA Direct Debit limits, bans, and black and white lists must be received by 12:00 p.m. and shall apply no earlier than the next business day. Requests received after 12:00 p.m. are considered received on the next business day.
- 11.14. With the Business SDD scheme:
- Before starting the execution of the SEPA direct debit service, the client is obliged to submit the original Consent to the Bank for review.
  - The client agrees that the Bank executes SEPA direct debit orders on his account based on these General conditions without giving additional consent to the Bank, but with the condition that he previously submitted the original of the Consent Bank for inspection
  - The client is obliged to submit to the Bank without delay all changes related to the valid Consent, which in particular includes, but is not limited to, withdrawal of consent.
- 11.15. With the Core SDD scheme:
- When executing a SEPA direct debit order, the bank does not check the existence and content of consent
  - The client has the right to request the rejection of the execution of an authorized order by SEPA direct debit before the execution of the transaction for the order submitted by the payee to the bank by submitting a written request in the Bank's Rules of Procedure. The bank will comply with the request without additional conditions
  - Unauthorized Payment transaction with SEPA direct debit implies that the Client has not given Consent for debiting the account of the payee to the business entity, which the Bank determines by checking with the payee's bank. An unauthorized Payment

transaction also implies that the Client has given Consent, but the order for SEPA direct debit is limited by articles 11.9., 11.10. and 11.11.

- The Bank may ask the Client for information that it deems necessary to determine the assumptions for checking, rejecting the order and returning the transaction
- The client has the right to request a refund of an unauthorized SEPA direct debit transaction within 13 (thirteen) months from the date of debiting the Account
- The client has the right to request a refund of the entire monetary amount of the authorized transaction by SEPA direct debit in euros within eight weeks from the date of execution of the transaction. The Bank will return the amount of the completed transaction to the Client without asking questions about the reason for the refund request within 10 (ten) working days from the receipt of the written refund request. The Bank will not return to the Client the amount of the fee charged for the execution of the order. The client loses the right to refund the monetary amount of the authorized transaction by SEPA direct debit if he does not submit a request for refund to the Bank within eight weeks from the date of execution of the transaction.

## **12. Bank's Responsibilities and Refunding the Payment Transaction Amount**

- 12.1. In case of execution of an unauthorised Payment Transaction, the Bank shall refund the transaction to the Client together with interest to which the Client is entitled in accordance with the statutory regulations, including all accrued fees, provided the Client notifies the Bank in writing of the unauthorised transaction within 45 days from the day the Account is debited, unless there are legal and/or contractual grounds for different treatment. In case of an unauthorised Payment Transaction initiated through the Payment Initiation Service Provider, the Bank shall refund the transaction to the Client in accordance with this Article.
- 12.2. The Client is fully liable for unauthorised payment transactions if they are the result of the Client's fraudulent conduct or his/her intentional non-fulfilment of one or more of his/her obligations regarding the Payment Instrument and/or Personalised Security Credentials or failure to fulfil these obligations due to his/her gross negligence. Gross negligence within the meaning of the above, for example, is considered non-fulfilment of contractual obligations governing the protection of the Payment Instrument and/or Personalised Security Credentials or acting contrary to the provisions of the Framework Agreement.
- 12.3. In cases of the Bank's liability for non-execution or improper execution of the Payment Transaction, the Bank undertakes to refund the amount of non-executed or improperly executed Payment Transaction as well as all charged fees and to pay interest to which the Client is entitled in accordance with the statutory regulations if the Client notifies the Bank in writing of such non-execution or improper execution of the Payment Transaction immediately after learning of it, and no later than 45 days from the day of debiting or from the date of the crediting of his/her Account.
- 12.4. The Paying Client shall be liable for unauthorised payment transactions in the entire amount of the transaction if the execution of such transactions is a consequence of the use of a lost or stolen Payment Instrument or a consequence of another misuse of the Payment Instrument. In the above case, the Paying Client shall not be liable: (1) if the loss, theft or misuse of the Payment Instrument could not be detected by the Paying Client prior to the execution of an unauthorised Payment Transaction, (2) if the unauthorised Payment Transactions are the result of an act or omission of an employee, agent or branch office of

the Bank or its outsourced company, (3) if the Bank has not provided adequate means for notifications on loss, theft or misuse of the Payment Instrument at all times, and (4) if the Bank does not require strong customer authentication if the Bank, as the payment service provider of the payee, does not apply the required strong customer authentication.

- 12.5. If the Client acted fraudulently or the Bank finds that there was no basis for refund of the Payment Transaction, i.e. if the transaction was authorised or duly executed, and the Bank refunded such a transaction to the Client together with interest and fees, the Bank is authorised to debit the Client's Account directly for the same amount, as well as all other Client's funds deposited in the Bank.
- 12.6. The Bank is not obliged to refund the amount of unauthorised, unexecuted and/or improperly executed Payment Transactions, together with calculated fees and interest if, at the Bank's sole discretion, any of the following cases occur:
- if the execution, non-execution and/or improper execution of the Payment Transaction is a consequence of exceptional and unforeseeable circumstances beyond the control of the Bank, the consequences of which could not be avoided despite acting with due care;
  - if the execution, non-execution and/or irregular execution of the Payment Transaction is a consequence of regular maintenance of the Bank's system;
  - if the execution, non-execution and/or improper execution of the Payment Transaction is a consequence of the Bank's obligation arising from other binding regulations for the Bank;
  - if the execution, non-execution and/or improper execution of the Payment Transaction is a consequence of the Client's fraud, fraud by the Authorised Person or if the Client or the Authorised Person intentionally or due to gross negligence fails to fulfil his/her obligations regarding the Payment Instrument and/or Personalised Credentials;
  - if the Bank executed or improperly executed a Payment Transaction on the basis of a forged Payment Order submitted to the Bank by the Client or the Authorised Person;
  - if the execution of an unauthorised Payment Transaction is a consequence of the use of a stolen or lost Payment Instrument or a Payment Instrument that has been misused if the Client or the Authorised Person has not provided personal elements of protection for the Payment Instrument;
  - if the Client has not notified the Bank without delay of an unauthorised and/or improperly executed Payment Transaction when he/she has determined that such a Payment Transaction has occurred, and no later than within 45 (forty-five) days from the date of the execution of the Payment Transaction;
  - in case the Client has sent data or a Payment Order in the form of an unsecured record (e.g. e-mail, fax), the Bank shall not be liable for any damage that may occur due to loss, delay in delivery, modification and/or disclosure of data;
  - if, in case of an improperly executed Payment Transaction, the Bank proves that the payment service provider of the payee has received the amount of the given payment transaction within the deadlines defined in the Bank's Payment Schedule;
  - if the non-execution or improper execution of the Payment Transaction in relation to the Bank's Client, who is the payee, is a consequence of the actions of the Payer's Payment Service Provider;

- if the non-execution or improper execution is a consequence of the payee's actions in payment transactions initiated by the payee or through the payee;
- in other cases defined by these General Terms and Conditions.

The Bank shall not be liable for any damage in the execution of Payment Transactions executed on the basis of Payment Orders sent in the manner described above. The responsibility for the safe, correct and timely transfer of data lies with the data sender.

- 12.7. In case of a non-executed or improperly executed Payment Transaction initiated through the Payment Initiation Service Provider, the Bank shall not be liable for any damage caused to the Client due to the actions of the Payment Initiation Service Provider and in these cases, the Client may contact the Payment Initiation Service Provider.
- 12.8. Article 12.3 shall not apply in case of a delay in the execution of a Payment Transaction. If the Bank is responsible for the delay in the execution of the Payment Transaction, it is obliged to specify the date that would have been determined as the value date for the amount of that payment transaction if the payment transaction had been executed on time, if the Client notifies the Bank in writing of such a delay immediately after learning about it, and no later than within 45 days from the day of debiting or from the day of crediting of the Client's Account. If the Payment Transaction was executed with a delay due to the actions of the Payer's Payment Service Provider, payee, intermediary bank or Payment Initiation Service Provider, the Bank shall not be liable for any damages to the Client who is the payee nor is it required to specify a date for the account credit value date that would have been determined for that amount as the value date if the Payment Transaction had been executed on time. This article shall also apply to delays in orders initiated by the payee or initiated through the payee.
- 12.9. The Client shall be solely responsible for any omissions and actions of the Authorised Person, and the Bank shall not be liable for any damage caused by the Authorised Person.
- 12.10. If the Client disputes that he/she has authorised the executed payment transaction or claims that the Payment Transaction has not been executed or that it has not been executed properly or on time, the burden of proof lies with the Client. The above provision shall also apply to Payment Transactions initiated through a Payment Initiation Service Provider.
- 12.11. The Bank shall not be responsible for the non-execution or improper execution of a Payment Order due to extraordinary events and aggravating circumstances over which the Bank has no influence:
- natural events – earthquakes, floods, storms, fires
  - political events – rebellions, armed conflicts, terrorist attacks, riots, changes in the law or decision-making by public authorities, either at home or abroad
  - events that prevent the performance of payment operations due to interruption of telecommunication connections, interruption of electricity supply, non-functioning of the Euro NKS, FINA, SWIFT, Target system, interruption of the communication channel for authorizing card transactions, etc.
  - due to the application of provisions and regulations related to anti-money laundering and countering the financing of terrorism as well as provisions and regulations related to the fight against corruption and organised crime
  - due to business processes and actions of intermediary banks / correspondent banks and/or other payment service providers, such as reduction of the order amount or

inflow due to application of cost options other than options applied by the Bank, conversion of order amount into a currency other than the original currency defined in the order, etc.

- in other cases of force majeure.

- 12.12. The Client shall lose the rights arising from non-execution, improper execution, and delay in execution and the rights arising from unauthorised Payment Transactions if he/she does not inform the Bank about the non-execution, improper execution, delay in execution and unauthorised payment transaction immediately after learning about them, i.e. within 45 days from the day of debiting or crediting of his Account.

### **13. Interest, Fees, Expenses, and Exchange Rates**

- 13.1. The Bank shall publish an overview of the charges for payment services and other services in dealing with Clients in the document Fees for Payment Services Provided to Business Entities, which constitutes an integral part of these General Terms and Conditions.
- 13.2. The Bank has the right to charge the Client a fee and actual costs for the provision of services in accordance with the applicable Fees for Payment Services Provided to Business Entities.
- 13.3. The Bank shall not charge interest on the positive balance in the Account.
- 13.4. The Bank shall charge a legal default interest or interest in accordance with the Decision on Interest Rates for Business Entities on the negative balance in the Account.
- 13.5. In the case of Payment Transactions that require a change in currency, the buying or selling exchange rates for foreign currencies from the Bank's daily exchange rate list valid at the time of execution of the Payment transaction shall be applied. If the application of the Bank's special exchange rate offer has not been agreed upon, in the event of a change between the foreign currency and the domestic currency, the exchange rate list at the time of the change shall be applied, namely:
- the buying rate from the exchange rate list is used to change a foreign currency into domestic currency;
  - the selling rate from the exchange rate list is used to change the domestic currency into a foreign currency;
  - in situations of changing one foreign currency to another foreign currency, the buying rate for the foreign currency is first applied, and the Bank buys the first foreign currency and changes it to the domestic currency. After that, the domestic currency is changed to the desired other currency with the application of the selling exchange rate.
- The exchange rate list is available in all branches of the Bank and on the Bank's website.
- 13.6. The Client is obliged to adhere to all obligations arising from the business relationship with the Bank and consequently is obliged to settle the costs arising from the use of services and products in accordance with the Bank's Acts and to reimburse the Bank all costs arising from the relationship (contractual or non-contractual) with the Bank, including the obligation to compensate any damage caused to the Bank as a result of any action or omission of the Client.
- 13.7. In the case of execution of an order based on special legal powers (forced collection from the Account), the Bank is merely the executor of the order and shall collect order fees in accordance with special legal regulations.



13.8. The cost options that the Client can choose when initiating international and cross-border payments are as follows:

OUR (our) cost option according to which all costs shall be borne by the Client – the payer who issued the Payment Order (costs of the Bank and intermediary / foreign banks).

It should be selected for international payment transaction orders other than payments in USD in favour of US banks.

SHA (shared) cost option implies the sharing of costs so that the Client – payer pays the costs of the Bank, and the payee pays the costs of other banks, intermediaries and his/her own costs.

It should be selected for national, cross-border and international payment transactions except for SEPA payments in EUR within the EU/EEA and 6 non-EEA countries (Andorra, Monaco, San Marino, Switzerland, UK, and Vatican).

SLEV cost option implies the sharing of costs so that the Client – payer pays the costs of the Bank, and the payee pays the costs of other banks, intermediaries and his/her own costs.

It should be selected only for SEPA payments in EUR within the EU/EEA and 6 non-EEA countries (Andorra, Monaco, San Marino, Switzerland, United Kingdom, Vatican), provided that the payee's bank is a registered participant in the SEPA payment system.

The OUR cost option cannot be selected for USD payments in favour of US banks.

It is not possible to select the OUR cost option for Cross-Border Payment Transactions.

The Bank reserves the right to supplement or correct data on the cost option for orders that it is unable to process as received in accordance with the relevant regulations (incomplete or incorrectly filled cost option), SLEV for SEPA payments, SHA for cross-border payments, SHA for payments in USD currency in the benefit of banks in the USA.

## **14. Bank Secrecy**

14.1. Information regarding the balance and transactions in the account is considered a bank secret, and the Bank may disclose it to third parties only in cases provided for by applicable positive regulations or with the express written consent of the Client.

## **15. Communication with the Bank and Notifications**

15.1. Unless otherwise agreed between the Bank and the Client, the agreements for the provision of payment services and communication during the contractual relationship shall be concluded in Croatian.

15.2. The Client shall submit to the Bank certified translations into Croatian of all documents and notices in a foreign language. If the Client fails to comply, the Bank may, at its discretion: (i) fail to meet its obligation to the Client; (ii) invite the Client to submit foreign language documents and notices in a certified translation into Croatian; (iii) order a translation of the respective documents and notices into Croatian from a certified translator at the expense of the Client.

15.3. At the request of the Client, the Bank shall, without delay, provide the Client with a copy of the Framework Agreement in paper form or other permanent data carrier for the entire duration of the Framework Agreement.

- 15.4. The Client is obliged to immediately notify the Bank in writing of any status changes, changes in the Authorised Person's personal data, and other data specified in the Request for opening a transaction account or the Request for the activation of the transaction account by submitting a change request to the Bank, requesting the change on the transaction account, and to support these changes with the necessary documentation. The Client shall be liable for any omission and any damage that may result from failure to comply with the obligation to provide information on any changes.
- 15.5. In dealing with the Bank, the Client shall submit to the Bank data on the Personal Identification Number (OIB). The Client shall submit all data and documentation required by the Bank for keeping the register of transaction accounts under applicable regulations. Otherwise, the Bank reserves the right not to enter into the Framework Agreement, i.e., to act in accordance with Article 18 of these General Terms and Conditions.
- 15.6. The Bank shall inform the Client about the executed Payment Transactions, the balance and the changes in the Account in the manner agreed between the Client and the Bank. The bank shall provide all information on a Payment Transaction to the Client after the execution of the transaction in the first subsequent regular Account statement. The Bank shall charge for the information service in accordance with the applicable Fees for Payment Services Provided to Business Entities. It is considered that the Bank has fulfilled its obligation to inform by sending the account statement to the last known address (postal, e-mail, fax) in the manner agreed between the Client and the Bank. Any additional or more frequent notification at the request of the Client may be provided by the Bank by sending repeated statements to the Client's contact address, which may be different from the address agreed when the service was contracted. If the Client so contracts, the Account statement shall be available to the Client in the selected FINA branch office. In the event of closure of the selected FINA branch office, the Bank shall redirect the delivery of the Account statement to another branch designated by FINA.
- 15.7. The Bank shall notify the Client of any other changes to the Account in accordance with the Enforcement Act in the manner agreed between the Client and the Bank. It is considered that the Bank has fulfilled its obligation to inform by sending a notice to the last known address (postal, e-mail, fax) agreed with the Client.
- 15.8. The Client shall notify the Bank without delay of an unauthorised and/or improperly executed Payment Transaction, if he/she has determined that such a Payment Transaction has occurred, and no later than 45 (forty-five) days from the day of debiting or crediting of his/her Account. The Client shall notify the Bank about a non-executed Payment Transaction immediately and without delay, and no later than 45 (forty-five) days from the day of initiating the Payment Transaction.
- 15.9. In case of a dispute between the Bank and the Client, the Bank shall be deemed to have fulfilled all its legal and contractual obligations to inform the Client if the information was made available in the agreed manner and if the Client considers otherwise, he/she is obliged to prove it.

## **16. Protective and Corrective Measures**

- 16.1. The Client shall use the Payment Instrument in accordance with the provisions of these General Terms and Conditions and other Acts of the Bank governing the issuance and use of a particular Payment Instrument and to notify the Bank without delay about the loss, theft or misuse of the Payment Instrument or its unauthorised use. The Client

may block the Payment Instrument by calling the telephone number 072 555555 in accordance with the special general conditions governing that Payment Instrument. Immediately upon receipt of the Payment Instrument, the Client is obliged to take reasonable measures for the protection of Personalised Security Credentials, as well as all other protection measures defined by the provisions of the Framework Agreement.

- 16.2. The Bank has the right to block the Payment Instrument in the following cases:
- in case of loss and/or theft of the Payment Instrument,
  - in case of receiving information on the termination of the Client or the death of the Authorised Person,
  - if there are objective reasons to doubt the security of the Payment Instrument,
  - if there is a suspicion of unauthorised use or use of the Payment Instrument for fraudulent purposes,
  - if there are reasons under which the Bank can reasonably conclude that there is a significantly increased risk that the Client will not be able to fulfil his/her payment obligation.
- 16.3. If the Bank blocks a Payment Instrument under Article 16.2 of these General Terms and Conditions, the Bank shall notify the Client orally (by phone) or in writing (electronically, by fax or mail) before the blocking of the instrument and reasons for the blocking. If it does not do so before, the Bank shall notify the Client immediately after the Payment Instrument blocking. Exceptionally, the Bank will not notify the Client about the blocking of the Payment Instrument if such notification is contrary to objectively justified security reasons or contrary to regulations.
- 16.4. The Bank is authorised to deny Other Payment Service Providers access to the Account on the basis of proven and objectively justified reasons related to unauthorised access of a Service Provider to the Account or its fraudulent access, including unauthorised initiation of a payment transaction or initiation of a payment transaction for fraud. The Bank shall notify the Client, who is the payer, of the intention and reasons for denying access to the Account in the same manner as in the case of blocking of a Payment Instrument in accordance with these General Terms and Conditions. Exceptionally, the Bank will not notify the Client about the blocking in accordance with the above if such notification is contrary to objectively justified security reasons or contrary to regulations.

## **17. Changes to the Framework Agreement**

- 17.1. In case of changes to the Framework Agreement by the Bank, the Bank shall publish the Notice on Changes to the Framework Agreement or an amended document which is an integral part of the Framework Agreement, at least 15 days before the published changes to the Framework Agreement enter into force. Upon request, all changes can be delivered to the Client in paper form, by mail or in electronic form.
- 17.2. The Client has the right to cancel the Framework Agreement until the proposed effective date of the changes. If the Client fails to notify the Bank in writing about his/her refusal of the changes to the Framework Agreement up to the proposed date of their entry into force, it shall be deemed that the Client accepted the published changes. If the Client notifies the Bank in writing that he/she does not accept the changes to the Framework Agreement, the Client shall be deemed to have terminated the Framework Agreement. For termination of the Framework Agreement, the Bank is authorised to charge a fee for

closing the account and terminating the Framework Agreement, which is independent of the duration of the Framework Agreement.

- 17.3. Changes to the Framework Agreement relating to changes in interest rates or exchange rates arising from the Bank's contractual authority may be implemented immediately without prior notice.

## **18. Termination of the Framework Agreement and Account Closing**

- 18.1. The Framework Agreement, as well as individual agreements for additional payment services, are concluded for an indefinite period unless the Bank and the Client have limited the duration of the agreement for the additional payment service and/or the duration of the Framework Agreement in the Framework Agreement or in the agreement for individual additional payment services.
- 18.2. The Client may terminate the Framework Agreement, regardless of whether it was concluded for a definite or indefinite period, by submitting a Request without adhering to the notice period unless otherwise expressly agreed between the Client and the Bank. The Bank is authorised to charge the Client a fee for the termination of the Framework Agreement in accordance with the Fees for Payment Services Provided to Business Entities, irrespective of whether the terminated contract is concluded for a definite or indefinite period; the fee is independent of the duration of the Framework Agreement. The bank will close the transaction account within a maximum of 5 working days from the submission of the request to close the transaction account, and if there are sufficient funds in the account to cover all outstanding expenses.
- 18.3. In the event that, according to the Bank's assessment, there is a suspicion of fraud or any kind of abuse, money laundering and/or terrorist financing, violation of Sanctions or acting contrary to other regulations or rules, principles or policies of the Bank's operations and socially responsible operations in general (such as the Principles of Responsible Financing published on the Bank's website), the Bank is authorised, without providing a special explanation, to postpone or refuse the provision of the requested service, including a specific Payment Transaction or Payment Order, as well as products or any of their transactions, and to take all necessary actions in order to terminate any business relationship with the Client, if deemed necessary. In addition, the Bank is authorised (but not obliged) to request clarification or information or documentation that it may, in its opinion, consider necessary to remove the aforementioned suspicions. The criteria and methods by which the Bank assesses the risks of the aforementioned abuses or actions represent a risk management measure and the Bank's protection. They are continuously updated and improved in order to protect the stability of operations, the security of the Clients, and the socially responsible operation of the Bank, and therefore, the Bank is not obliged to provide or clarify such criteria and methods to the Clients.
- 18.4. The Bank may unilaterally terminate the Framework Agreement without adhering to the notice period also in cases where there are no transactions on the Accounts. Failure to realise transactions on the Accounts implies the absence of transactions on the Accounts for a period longer than 18 (eighteen) months, whereby the collection of fees and other costs is not considered a transaction on the Accounts.
- 18.5. The Bank may unilaterally terminate the Framework Agreement without notice if the Client, at the Bank's assessment, violates the provisions of the Framework Agreement or positive regulations and if his/her operations damage the Bank's reputation.

- 18.6. In case of non-fulfilment of the Client's obligations agreed in the Framework Agreement (for example, obligation of submitting the documentation or data according to Article 3.6 of these General Terms and Conditions), the Bank reserves the right, provided it notifies the Client beforehand, to decline the execution of the Payment Order(s) and/or other Bank services agreed in the Framework Agreement until the fulfilment of agreed Client's obligations, all according to the deadline defined in the Bank's notification to the Client. Failure to fulfil such obligations within the additional deadline shall be considered a severe violation of the Framework Agreement, and the Bank shall unilaterally terminate the Framework Agreement without notice.
- 18.7. The Bank may unilaterally terminate the Framework Agreement without a notice period:
- if the Client or Authorised Person is a Sanctioned Person / Person subject to sanctions or violates sanctions regulations;
  - if the Client or Authorised person violates obligations from the Framework Agreement on Payment Services regarding Sanctions or the Client's statements regarding Sanctions are not accurate, complete and true;
  - if a request/lawsuit is filed against the Client or his Authorised Persons or managers, representatives or employees, or any related person, or an action is taken, or an investigation or procedure is initiated in connection with, or for the purpose of applying Sanctions by the Sanctions Authority;
  - if the Client or Authorised Person acts contrary to the rules, principles or policies of the Bank's operations and socially responsible operations in general (such as the provisions of the Principles of Responsible Financing or Risk Appetite Statement, which are published on the Bank's website).
- If any of the cases mentioned above occurred as a result of the behaviour or status of the Authorised Person, the Bank may revoke the authorisation given to the Authorised Person by cancelling the entire Specimen Signature Card of the Client. In the event of cancellation of the Specimen Signature Card, the Bank shall notify the Client so that he/she can provide the Bank with a new Specimen Signature Card. Upon cancellation of the Specimen Signature Card, Authorised Persons from the cancelled card no longer have the authority to sign payment orders in the manner defined by the cancelled Specimen Signature Card.
- 18.8. The Bank may unilaterally terminate any Framework Agreement, irrespective of whether it is concluded for a definite or indefinite period, without stating a reason, with a notice period of 30 (thirty) days.
- 18.9. The Bank may unilaterally terminate the Framework Agreement, irrespective of whether it is concluded for a definite or indefinite period, upon discovering that the sole-proprietorship was cancelled from the Trade Register, with a notice period of 30 (thirty) days.
- 18.10. The Bank may terminate the Framework Agreement without notice if the Client, at the request of the Bank, fails to provide the documentation required to determine the tax status of the Client in the United States (the so-called FATCA status) [1].

[1] The FATCA (Foreign Account Tax Compliance Act) is a law designed to prevent U.S. taxpayers from using foreign accounts to avoid paying taxes. The U.S. taxpayer status is granted to a person determined by the indicators showing that the law should be applied to that person. The text of the law is available at [www.irs.com](http://www.irs.com)



- 18.11. In the event of unilateral termination of the Framework Agreement by the Bank, the Bank shall notify the Client that the Framework Agreement has been terminated and the Account(s) closed unless the termination has occurred by operation of law.
- 18.12. The Bank is authorised to charge a fee for closing the Account in accordance with the Fees for Payment Services Provided to Business Entities; the fee is independent of the duration of the Framework Agreement.
- 18.13. The Framework Agreement shall be terminated by a written statement sent to the other contracting party at the last known contact address, and the termination notice period shall begin on the day of sending the registered mail for delivery.
- 18.14. In the event of termination of the Framework Agreement, the Client shall settle all obligations under the Framework Agreement incurred up to the date of termination of the Framework Agreement.
- 18.15. In the event of termination of the Framework Agreement at the Client's request, the Client undertakes to indicate to the Bank the account number to which the Bank will forward any future payments. If the Client has not indicated the Client's account number to which the Bank will forward any future payments or if the Framework Agreement is terminated due to cancellation or termination made by the Bank, the Bank shall be authorised to return any future payments to the Client's closed Account to the payer.
- 18.16. The Bank is not obliged to comply with the Client's request to close the Account and cancel the Framework Agreement if the Client has overdue outstanding obligations towards the Bank or is obliged to return items owned by the Bank, and the Framework Agreement has not legally ceased to exist.
- 18.17. If the Client has more than one individual Agreement concluded with the Bank, termination of one Agreement shall not lead to the termination of other Agreements.

## **19. Submission of Complaints**

- 19.1. If the Client considers that the Bank has violated his/her rights during the business relationship, he/she may send a reasoned written complaint to the Bank's business address or by mail to Erste&Steiermärkische Bank d.d., Service Quality Management Team, Zagreb, Ivana Lučića 2, or by e-mail to [orbye-mailtovasemisljenje@erstebank.hr](mailto:orbye-mailtovasemisljenje@erstebank.hr) or file a written complaint in the Branch Office, identifying it as a complaint. The Bank's employees shall forward the complaint to the organisational unit in charge of resolving the specific type of complaint.
- 19.2. The complaint should contain a detailed description of the event/situation and, if possible, evidence that the complaint is well-founded. If the submitted description of the event/situation and/or evidence is incomplete, the Bank may request the Client to complete the complaint, and the Bank shall not be liable for any harmful consequences of the incomplete complaint.
- 19.3. The Bank shall respond to the complaint and/or inform the Client about the measures and actions it takes in writing or on another Permanent Data Carrier.
- 19.4. The Bank shall designate the bodies in charge of conducting the complaint procedure and their powers.
- 19.5. The Client may also file a complaint with the Croatian National Bank. In all disputes between the Client and the Bank arising in connection with the contractual relationship

based on an Account, the Client may submit a mediation proposal to the Mediation Centre of the Croatian Chamber of Economy.

- 19.6. A Client who considers that the Bank does not comply with any provision in Regulation (EC) No 924/2009, Regulation (EU) No 260/2012 or Regulation (EU) No 2015/751 may:
- send a written complaint to the Bank in one of the ways defined in Article 19.1, to which the Bank is obliged to respond within ten days from the day of receipt of the complaint, or
  - file a complaint with the Croatian National Bank.
- 19.7. For the purpose of resolving possible disputes arising in connection with the application of Regulation (EC) No 924/2009, Regulation (EU) No 260/2012 or Regulation (EU) No 2015/751, the Client may submit a mediation proposal to the Mediation Centre of the Croatian Chamber of Economy.

## **20. Transitional and Final Provisions**

- 20.1. The law of the Republic of Croatia shall apply to the relations, mutual rights and obligations of the Client and the Bank.
- 20.2. Unless expressly agreed otherwise and/or unless there is exclusive jurisdiction of another court or competent authority, all disputes arising from the business relationship between the Client and the Bank shall be resolved before the competent courts at the registered office of the Bank.
- 20.3. The provisions of the General Terms and Conditions enter into force on 15 April, 2024, except for Article 11.15. which enters into force on 21 April 2024 and replaces the General Terms and Conditions for maintaining transaction accounts and providing payment services for business entities from 7 November 2023. For Accounts opened before the entry into force of these General Terms and Conditions, unless expressly agreed otherwise between the Client and the Bank, delivery of the notification from Article 17.1. of these General Terms and Conditions will be considered fulfilled if it is published on the Bank's website.
- 20.4. The provisions of these General Terms and Conditions shall apply to Agreements concluded before the entry into force of these General Terms and Conditions.
- 20.5. Any issue that is not regulated by these General Terms and Conditions shall be governed by the General Terms and Conditions of Erste & Steiermärkische Bank d.d. in transactions with business entities.

Published 29 March 2024.

In force from 15 April 2024.

The English text is a translation from the Croatian original. In case of divergence the Croatian original shall prevail.