

General Terms and Conditions for Maintaining Transaction Accounts and Performing Payment Transaction Services for Business 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

Some of the terms used in these General Terms have the following meaning:

- 1.1. **Bank's Acts** – All documents and decisions issued by authorized bodies of the Bank in accordance with the prescribed procedure and which are available to the Client through certain 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/hers specific contractual relationship with the Bank.
- 1.2. **Authentication** – Is 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 personalized security credentials (for example, using a card at an ATM and entering a PIN for the authentication of the Transaction).
- 1.3. **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, OIB: HR23057039320, IBAN: HR9524020061031262160, SWIFT/BIC: ESBCHR22, REUTERS ESZH; website: www.erstebank.hr, info phone number: 0800 7890, email: erstebank@erstebank.hr. The Bank is a payment service provider that opens and maintains payment accounts for the Client.
- 1.4. **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 submitted on time in accordance with the Schedule.
- 1.5. **Account Debit Date** – the date on which the Bank debits the Client's account.
- 1.6. **Credit Date** – the date the recipient bank credits the account.
- 1.7. **Value Date** – the reference time used by the payment service provider to calculate interest on funds debited from a payment account (debit value date) or credited to a payment account (credit value date).
- 1.8. **Distribution Channels** – represent all methods and means through which access, contracting, and use of the Bank's products and services are possible. In the text of the General Terms and Conditions, the term Distribution Channels may refer to the Bank's branch office, the Bank's website www.erstebank.hr (hereinafter: online banking services, ATMs, FINA's distribution channels, etc).
- 1.9. **Order Submitter** – a natural person authorized by the Client exclusively to submit to the Bank a Payment Order previously signed by the Authorized Person.
- 1.10. **Other Payment Service Provider** – Payment initiation service provider, Account information service provider and payment service provider issuing a card-based payment instrument.
- 1.11. **FINA** – Financial agency
- 1.12. **Legal Entity Identifier or "LEI"** – means a unique alphanumeric reference code in accordance with ISO 17442 standard assigned to a legal entity.
- 1.13. **Instant Credit Transfer (Instant Payment)** – a SEPA credit transfer executed in accordance with the SCTInst scheme rules and has the following characteristics:
 - the payer's bank and the payee's bank are participants in the SCTInst scheme
 - the payment service is available 24 hours a day, seven days a week, every calendar day of the year
 - the execution of the Instant Credit Transfer and the availability of funds to the payee is carried out within a target time of 10 seconds from the recording of the Timestamp
 - the execution of Instant Credit Transfers is only possible to the Client's transaction Accounts as defined in Article 1.42. of these General Terms and Conditions.
- 1.14. **Risk Appetite Statement** – an act that defines the Bank's actions in dealing with clients, jurisdictions, industries, and other situations in accordance with the Bank's targeted risk appetite, ensuring adequate monitoring of the

risk profile, which implies integrated and comprehensive management of identified risks. The document also contains provisions relating to operations governed by these General Terms and Conditions.

- 1.15. **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.
- 1.16. **Unified Register of Accounts** – Is 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 housing savings banks and credit unions.
- 1.17. **Card** – a payment instrument used to initiate and execute payment transactions within the card schemes, which enables the Client to pay for goods and services either at an acceptance device or remotely and/or to withdraw cash and/or use other services at ATMs or other self-service devices, as well as to transfer funds. The bank is the issuer and owner of the cards.
- 1.18. **Client** – for the purposes of these General Terms and Conditions, a Business Entity that has concluded a Blanket Agreement on payment services with the Bank, on the basis of which an Account has been opened for them. One or more Cards may be issued to the Client for the Account.
- 1.19. **Client's Contact Address** – the address provided by the Client when contracting any of the Bank's products or services or which the Client has subsequently notified the Bank of in writing, as the address to which they wish to receive written notifications from the Bank if such address is different from the Client's registered office.
- 1.20. **Credit Transfer** – a payment service whereby the payee's payment account is credited for a payment transaction or a series of payment transactions after the payer's payment account has been debited by the payment service provider maintaining the payer's payment account, based on a payment order submitted by the payer.
- 1.21. **International Payment Transaction** – a payment transaction in which two payment service providers participate, one of whom (the payee's or the payer's) operates in the Republic of Croatia in accordance with the Payment Transactions Act, and the other payment service provider (the payer's or the payee's) operates in countries that are not members of the European Union nor signatories to the Agreement on the European Economic Area.
- 1.22. **Applicable Regulation** – designates any regulation, guideline, instruction, recommendation, standard, interpretation of regulations, and opinion issued by the body competent for the supervision of banks' operations or any other authorized body, as well as any instruction or rule that the Bank applies in its operations for regulatory, operational, or business reasons, regardless of the issuer, including all their amendments and supplements.
- 1.23. **National Payment Transaction** – a payment transaction in which the payer's payment service provider and the payee's payment service provider, or only one payment service provider, participate, and which take place within the Republic of Croatia.
- 1.24. **Notification of Account Opening and Number** – a notification sent by the Bank to the Client informing them about the opening or activation and the number of the Account.
- 1.25. **Authorised Person** – a Legal Representative and/or a natural person authorized to dispose of funds in the Account, who has been granted the authority 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, in accordance with the Bank's rules, has deposited their signature on the Client's Signature Card.
- 1.26. **Core SDD Scheme** – a uniform set of rules, practices, standards, and guidelines of the European Payments Council for the execution of direct debits, separate from any infrastructure or payment system supporting its application. The scheme applies to payers who are consumers and business entities.
- 1.27. **Personalized Security Credentials** – personalized features provided by the payment service provider to the payment service user for authentication purposes.
- 1.28. **Payment Transaction** – the depositing, withdrawing, or transferring of funds initiated by the payer or initiated on their behalf and for their account, or initiated by the payee, regardless of the obligations arising from the relationship between the payer and the payee.
- 1.29. **Payment Instrument** – a personalized tool and/or set of procedures agreed upon between the payment service user and the payment service provider, used for placing a Payment Order.
- 1.30. **Payment System** – any system for transferring funds with formal and standardized procedures and common rules for processing, clearing, and/or settling payment transactions through which the Bank carries out payment operations.
- 1.31. **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 resident or non-resident status. The Business Entity is represented by its legal representative or a person authorized by the legal representative.
- 1.32. **Positive balance** – a positive balance of all currencies in the Account, which does not include the overdraft facility on the Account.

- 1.33. **Cross-Border Payment Transaction** – a Payment Transaction in which two payment service providers participate, one of whom (the payee's or the payer's) operates in the Republic of Croatia in accordance with the Payment Transactions Act, and the other payment service provider (the payer's or the payee's) operates in the European Union member states or in states that are signatories to the Agreement on the European Economic Area.
- 1.34. **Specific General Terms and Conditions** – conditions prescribed for a particular product/service (e.g. General Terms and Conditions for the use of online banking services for business entities – Erste NetBanking, Erste mBanking, and Erste FonStart, etc.).
- 1.35. **Business SDD Scheme** – a uniform set of rules, practices, standards, and guidelines for the execution of direct debits, separate from any infrastructure or payment system supporting its application. The scheme applies to payers who are non-consumers.
- 1.36. **Signature Card** – a Bank form in paper format in which the basic data about the Client and the Authorized Persons on the Client's Account who may dispose of funds in the Account are recorded and in which their signatures are deposited. For the avoidance of doubt, the Legal Representative is considered an Authorized Person even if not listed on the Signature Card. All other rights for Authorized Persons (given the specificity of services, this also applies to Legal Representatives) must be agreed separately (e.g. Card, online banking).
- 1.37. **Verification of payee** – a service that verifies the name/first and last name of the Payee in whose favor the Client intends to execute a SEPA credit transfer. It is carried out for national and cross-border credit transfers in euros (SEPA credit transfers).
- 1.38. **Payment Initiation Service Provider** – a payment service provider that is not the Bank, which provides the Client with a Payment Initiation Service based on the authorization of the competent authority of the home member state.
- 1.39. **Account Information Service Provider** – a payment service provider that is not the Bank, which provides the Client with an Account Information Service based on registration with the competent authority of the home member state.
- 1.40. **Power of Attorney** – authorization for representation that the Client grants to an attorney-in-fact. The Bank may determine the form and content of the power of attorney and the conditions that must be met by the Client's attorney-in-fact at its discretion depending on the specific case for which the power of attorney is granted. A power of attorney may be granted for a single use or until revoked.
- 1.41. **Business Day** – a business day for the purposes of these General Terms and Conditions is considered to be a business day as defined in the Schedule.
- 1.42. **Account** – any transaction account of the Client opened with the Bank, used for the execution of Payment Transactions as well as for other purposes related to payment transaction services.
- 1.43. **Available Balance on the Account** – the positive balance of all currencies in the Account increased by the amount of the approved overdraft facility on the Account. The overdraft facility on the Account cannot be used to settle obligations based on orders for the execution of the basis for payment received from FINA in accordance with the Act on the Enforcement of Monetary Funds, as well as based on other regulations under which enforcement on Accounts is carried out, unless otherwise agreed by the Bank and the Client.
- 1.44. **Payment Reference** – the number assigned by the Bank used to identify a Payment Transaction.
- 1.45. **Sanctioned Person/Person Subject to Sanctions** – refers to any natural or legal person, entity, or body (a) that is listed on any publicly available sanctions list by a Sanctions Authority, (b) that operates, is organized, or has its registered office/residence in a Sanctioned Country, (c) that is otherwise subject to Sanctions, and (d) that is owned or controlled by or acting on behalf of any of the aforementioned natural or legal persons, entities, or bodies.
- 1.46. **Sanctions** – all economic or financial sanctions, restrictive measures, or trade embargoes imposed, administered, or enforced by a Sanctions Authority.
- 1.47. **Sanctioned Country** – means at any time a country or territory that is subject to any state or territorial Sanctions.
- 1.48. **SEPA** – Single Euro Payments Area is an area in which a 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 includes all EU member states and Iceland, Liechtenstein, Norway, Switzerland, Monaco, and San Marino.
- 1.49. **SEPA Credit Transfer (SEPA Payment)** – national Credit Transfers in EUR and credit transfers in EUR within the European Economic Area and 6 non-EEA countries (Andorra, Monaco, San Marino, Switzerland, United Kingdom, Vatican) (cross-border Credit Transfers). They may be executed as Instant (according to the SCT Inst scheme rules of the European Payments Council) and regular Credit Transfers (according to the SCT scheme rules of the European Payments Council). These can be submitted as a single order or as a collective order via file through Distribution Channels that allow it.
- 1.50. **SEPA Direct Debit** – a payment service for debiting the Client's transaction account as a payer, when the Payment Transaction is initiated by the Payee Business Entity based on the SEPA Direct Debit Mandate granted by the Client to the payee, executed through the Core and Business SDD Schemes.

- 1.51. **SEPA Direct Debit Mandate** – the Client's authorization to the payee business entity for initiating SEPA direct debits from the Client's transaction account.
- 1.52. **SEPA Credit Transfer Authorization** – a form signed to confirm the execution of a SEPA credit transfer in the event that the result of the Verification of payee is a mismatch or partial match.
- 1.53. **START system** – an online system that, in accordance with regulations, enables the electronic start-up of businesses in the Republic of Croatia, and for this purpose collects authentic data and automatically exchanges them between the systems supporting individual activities of the business start-up process, registers, and official records.
- 1.54. **Payment Schedule** – a specific Bank Act defining the deadlines, methods, and conditions for executing Payment Transactions.
- 1.55. **Sanctions Authority** – means (a) the United Nations, (b) the European Union, (c) the United States of America, (d) the competent government institutions and agencies in any of the aforementioned, and (e) any other competent state or regulatory authority, institution, or agency enforcing economic and financial sanctions, restrictive measures, or trade embargoes.
- 1.56. **Durable Medium** – any means that allows the payment service user to store information addressed personally to them in a way that is accessible for future reference for a period of time adequate to the purpose of the information and that allows the reproduction of the stored information in an unaltered form.
- 1.57. **Agreement** – an agreement for the opening and maintenance of a specific transaction account. In exceptional cases determined by the Bank, the Agreement may be concluded by signing a request for opening a transaction account, which also contains the conditions of account use, and by signing which the Client accepts these General Terms and Conditions. In such case, the agreement for the opening and maintenance of a specific transaction account consists of the request for opening a transaction account and these General Terms and Conditions.
- 1.58. **Account Information Service** – an online electronic service that provides consolidated information on one or more of the Client's Accounts through the Account Information Service Provider to whom the Client has given explicit consent. The Client may use it only if their Account is available online.
- 1.59. **Payment Initiation Service** – a service for placing a payment order at the Client's request from their Account through the Payment Initiation Service Provider to whom the Client has given explicit consent. The Client may use this service only if their Account is available online.
- 1.60. **Online Banking Services** – a set of Bank services consisting of internet banking services – Erste NetBanking for business entities, mobile banking services – Erste mBanking for business entities, and Erste FonStart services for business entities.
- 1.61. **Timestamp** – the moment marking the receipt of the payment order for an Instant Credit Transfer, i.e. the start of the 10-second target time for executing the Instant Credit Transfer.
- 1.62. **Time of Receipt of Orders** – the deadline for receipt of payment orders on a business day; orders received after this deadline are considered received on the next Business Day. This time may be shortened before holidays and public holidays, of which the Bank will notify Clients.
- 1.63. **Client's Legal Representative** – a person who has the authority to represent the Client by law.

2. General Provisions

- 2.1. Using these General Terms and Conditions, the Bank provides Clients with information on the use of payment services, fees, interest rates and exchange rates, communication with the Bank, protective and corrective measures, amendments and termination of the Blanket Agreement on payment services, and legal protection. These General Terms and Conditions also establish the terms and conditions for opening, maintaining, and closing Accounts.
- 2.2. Upon each Account opening, the Client and the Bank conclude a Blanket Agreement on payment services (hereinafter: Blanket 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 service transactions with business entities
 - Payment Schedule
 - Notification of Account Opening and Number
 - Risk Appetite Statement
 - the Agreement.

These General Terms and Conditions and all documents that form the Blanket Agreement are published and available on the Bank's website www.erstebank.hr and, upon the Client's request, in the Bank's branch offices. Any written arrangements between the Bank and the Client, which are not included in the documentation listed above forming the Blanket Agreement, shall derogate from the provisions of such documentation in the part they regulate and form an integral part of the Blanket Agreement.

- 2.3. In the event of a conflict between the Agreement and other Acts of the Bank, the provisions of the Agreement shall apply primarily, followed by the provisions of these General Terms and Conditions, and finally the other Acts of the Bank, unless otherwise expressly agreed.
- 2.4. By concluding the Blanket Agreement, the Client confirms that prior to entering into the said agreement, they have been acquainted with these General Terms and Conditions and other Acts of the Bank regulating each payment service requested or contracted with the Bank, as well as other documentation that, in accordance with Article 2.2. of these General Terms and Conditions, constitutes the Blanket Agreement, and that they fully agree with and accept them.
- 2.5. The Bank may entrust a third party with performing part of the activities in carrying out payment transaction operations. Everything stipulated for the Bank in these General Terms and Conditions shall equally apply to the third party entrusted with the performance of such activities.
- 2.6. In accordance with the provisions of the Payment Transactions Act, the application of the following provisions thereof is excluded:
- Title II OBLIGATIONS TO INFORM PAYMENT SERVICE USERS – except for Article 19 and Article 20, i.e. all provisions of that Title relating to the obligations of the Other Payment Service Provider
 - Article 34 Consent and withdrawal of consent – paragraphs 7 and 8
 - Article 48 Refund of funds for authorized payment transactions initiated
 - by the payee or through the payee – in its entirety (by excluding the application of this Article, the right to a refund of funds for authorized payment transactions initiated by the payee or through the payee is excluded)
 - Article 49 Request for refund of funds for authorized payment transactions initiated by the payee or 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 through the payee
 - Article 60 – Liability for non-execution, defective execution or delay in execution of payment transactions in the case of payment initiation services

3. Account Opening

- 3.1. The Bank shall open an Account for the Client provided that the Client submits to the Bank, through any of the Distribution Channels referred to in Article 1.8, the following:
- correctly completed Bank documentation / accurate data for opening a transaction account, signed by the person authorized to represent, or
 - accurate data via the START System for opening/activation of a transaction account when the Account opening is initiated through the START System; as well as
 - documentation that enables identification of the Business Entity and persons authorized to dispose of funds in the Account in accordance with the Anti-Money Laundering and Terrorist Financing Act and other Applicable Regulations
 - data required for maintaining the account register and
 - other documentation in accordance with applicable laws or as specifically required by the Bank.
- 3.2. The Bank reserves the right to refuse to open an Account for the Client without providing a specific explanation. Exceptionally, the Bank shall activate the Account whose opening was initiated through the START System no later than 18 Business Days from the receipt of Client data through the START System, provided that the Client has submitted all documentation in accordance with these General Terms and Conditions and fulfilled other Bank requirements for Account opening within that period. Additionally, the Bank undertakes, based on data received through the START System, to reserve an IBAN or refuse the IBAN reservation no later than 3 Business Days from receipt of such data. Reservation of an IBAN does not constitute an obligation for the Bank 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 reserving an IBAN.
- 3.3. Based on the Client's request with proper documentation, the Bank and the Client conclude the Agreement. Activation of the Account, in addition to the data provided by the Client to the Bank for the purpose of Account activation, also includes the data entered by the Client into the START System before initiating the Account opening with the Bank.
- 3.4. The Client may begin to conduct operations through the Account after concluding the Agreement and receiving from the Bank the Notification of Account Opening and Number, with the proviso that Payment Orders may be submitted on the first following Business Day of the Bank after the Account is opened. The Notification of Account Opening and Number is delivered to the Client at the Client's e-mail address recorded in the Bank's system, by sending it to the Client's registered office address, by the Client collecting the notification at a Bank branch, or by

another agreed method between the Bank and the Client. The notification is deemed delivered to the Client at the moment the Bank sends the e-mail or the moment of dispatch by registered mail or collection at a Bank branch, or by another agreed method between the Bank and the Client.

- 3.5. The Bank opens Accounts in accordance with the law and in the structure determined by by-laws and Bank rules.
- 3.6. Bank depending on the assessment of the Client's risk level, shall conduct due diligence on the Client in accordance with the Anti-Money Laundering and Terrorist Financing Act. The Client is obliged, at the Bank's request, to provide data and documentation required to perform due diligence.
- 3.7. The Bank maintains transaction accounts in the official currency of the Republic of Croatia (EUR) and currencies listed in the Bank's Exchange Rate List. Exceptionally, foreign exchange transaction accounts of authorized exchange offices are maintained exclusively in foreign currencies listed in the Bank's Exchange Rate List.

4. Account Maintenance

- 4.1. Through the Account, the Bank shall execute Payment Transactions for the Client within the Available Balance on the Account. As an exception, the Bank does not provide cash deposit and withdrawal services for the currencies DKK, NOK, and SEK. Cash withdrawals in the aforementioned currencies are only possible at a Bank branch, with conversion into the domestic currency using the purchase exchange rate from the Bank's Exchange Rate List.
- 4.2. By appointing a specific person as an Authorized Person, the Client guarantees that such person meets the legally prescribed requirements necessary for appointment as an Authorized Person and that this person is trusted by the Client.
- 4.3. Only Authorized Persons may dispose of the Available Balance on the Account. Authorized Persons may also view the Account balance and request additional data related to the Account (e.g., transaction confirmations, statements, etc.). Authorized Persons entitled to dispose of funds in the Account are listed in the Signature Card deposited with the Bank. Disposition of funds is unlimited within the Available Balance on the Account, except in cases of force majeure or when required otherwise by regulations. The Client is obliged to submit a written request to the Bank for any change of Authorized Persons in the Signature Card. The change of Authorized Persons in the Signature Card is effective from the moment it is officially recorded in the Bank's system, which shall be no later than the second Business Day after receipt of proper documentation for the change of Authorized Persons. The Client will be informed of the change by the agreed method of communication-
- 4.4. The Bank is not responsible for the actions of Authorized Persons, neither towards the Bank nor towards the Client himself/herself. The Client is responsible for all omissions and actions of Authorized Persons towards the Bank.
- 4.5. If the Client revokes an Authorized Person's right to dispose of funds in the Account via Payment Orders on a paper medium and requests deletion of such person from the Signature Card, and wishes to revoke all rights of that Authorized Person in other Distribution Channels, the Client must submit a special request to the Bank. The change of the Client's Legal Representative as well as the change of Authorized Persons in the Signature Card does not automatically imply a change in authorizations related to additional payment services (e.g., Erste NetBanking service) contracted by the Client with the Bank. The Client is solely responsible for closing or changing authorizations related to additional contracted payment services. The Client is obliged to familiarize each attorney-in-fact with the content of these General Terms and Conditions and all documentation forming the Blanket Agreement as specified in Article 2.2. of these General Terms and Conditions.
- 4.6. A Power of Attorney, or revocation of a Power of Attorney, made outside the Bank must be certified by a domestic or foreign competent authority in accordance with applicable regulations. The Bank reserves the right not to act upon a single-use Power of Attorney older than one year.
- 4.7. A Power of Attorney for the Account ceases to be valid no later than one Business Day from the day of receipt of the Client's or attorney-in-fact's written statement/confirmation of revocation of the Power of Attorney, or upon Account closure, submission of confirmation of loss of legal capacity, or confirmation of death of the Client's attorney-in-fact.
- 4.8. The Bank shall not bear any consequences that may arise if the attorney-in-fact fails to 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 attorney-in-fact.
- 4.9. The Client may request the Bank to place the Account in dormant status. To place the Account in dormant status, the Client must submit a Request for placing the Account in dormant status and attach a decision on temporary suspension of operations issued by the competent authority. The Bank does not charge Account maintenance fees for dormant Accounts. While the Account is in dormant status, the Client cannot submit Payment Orders debiting the Account (payment and transfer orders), and the use of any Card issued in connection with the Account will be disabled. The Client must notify the Bank of the termination of the suspension of operations and consequently request termination of the dormant status of the Account.
- 4.10. The Client is obliged to immediately notify the Bank in writing, without delay, of any change in the data indicated in the documents submitted when opening the Account and to provide the relevant documentation. If the Client fails to notify the Bank of the change, the Bank may itself make changes in its database only if it learns of them from

official registers or other documents whose authenticity it has no reason to doubt. The Bank is not authorized to change the data in the Signature Card without the Client's request, and it is the Client's responsibility and obligation to request the change or update of the Signature Card if they deem it necessary.

- 4.11. If not listed in the Signature Card or if the Client does not have a valid Signature Card, the Legal Representative shall sign Payment Orders in accordance with legal authorizations for representing the Client. A Legal Representative not listed in the Signature Card shall be identified by the Bank by reviewing a valid personal identification document, and the Bank shall verify the Legal Representative's signature on Payment Orders by reviewing such personal identification document.
- 4.12. By accepting these General Terms and Conditions, the Client confirms that there are no restrictions on the actions of the Client's Legal Representative(s) that would limit the taking of actions on behalf of and for the account of the Client in the exercise of rights and obligations under the Blanket Agreement, as determined based on the review of publicly available registers.
- 4.13. By accepting these General Terms and Conditions, the Client confirms that there are no restrictions on the actions of the Client's Authorized Persons that would limit the taking of actions on behalf of and for the account of the Client in the exercise of rights and obligations under the Blanket Agreement based on the Signature Card or other Powers of Attorney of the Client submitted to the Bank.
- 4.14. The authority of the Client's Legal Representative entered in the relevant public register is determined exclusively by reviewing the respective register.
- 4.15. By taking any action on behalf of and for the account of the Client, the Client's Legal Representative guarantees that they are authorized for such action and that there are no restrictions for taking such action.

5. Verification of payee, Authorization and Execution of Payment Transactions

- 5.1. When initiating a SEPA Credit Transfer and before authorizing the Payment Order, and after the Client provides the relevant information about the Payee, the Bank performs Verification of payee as follows:
- for individual national SEPA Credit Transfers in favor of Business Entities – based on the entered IBAN, the Client is informed of the exact name of the Payee from the Unified Account Register or is warned that the name of the Payee on the Payment Order differs from the name in the UAR
 - for national and cross-border SEPA Credit Transfers in favor of consumers and cross-border SEPA Credit Transfers in favor of Business Entities, including collective submission of all SEPA Credit Transfers (file) – the matching of the provided Payee data with the data held by the Payee's payment service provider is verified, and the Client is informed if the data partially matches or does not match.

In the event of:

- a) Non-matching: The Bank informs the Client that, based on the submitted data, authorizing the SEPA Credit Transfer could lead to the transfer of funds to a payment account that does not belong to the Payee specified by the Client
- b) Partial matching: The Bank informs the Client of the Payee's name associated with the IBAN (account identifier) provided by the Client.

After Verification of payee, when the result of verification is non-matching or partial matching, the Client may update the Payee data and perform Verification of payee again, or may authorize the SEPA Credit Transfer regardless of the result of Verification of payee. Authorizing payment where the result of Verification of payee was non-matching or partial matching, as well as waiving Verification of payee in the case of collective submission of Payment Orders (file), may lead to the transfer of funds to a payment account that does not belong to the Payee specified by the Client.

For collective submission of Instant Payments (file), and in the event of partial matching or non-matching of Payee data, the Client can no longer change the Payee data; if desired, they may discard the submitted orders and submit a new collective order with amended data.

Verification of payee will not be carried out if the Client is not present at the branch when initiating the SEPA Credit Transfer.

Verification of payee is also carried out in the case of collective submission of Payment Orders (file); in this case, the Client has the option to waive Verification of payee via the Erste NetBanking service. Subsequently, at any time, the Client may reactivate the Verification of payee service via Erste NetBanking.

The Bank is not responsible for executing SEPA Payments to an unintended Payee in cases where:

- Verification of payee has been duly carried out as described above, and the Client has confirmed that they wish to execute the SEPA Payment to the Payee's account regardless of the (non-)matching result of the verification.
- The Client has waived Verification of payee in the case of collective submission of SEPA Credit Transfers (file).

In the case of initiating a SEPA Credit Transfer through a Payment Initiation Service Provider, Verification of payee is carried out by the Payment Initiation Service Provider.

- 5.2. Duly completed Client Payment Orders may be submitted through the following channels: to the Bank (in paper form at the cashier's desk, through Online Banking Services or through a Payment Initiation Service Provider) or to FINA (in paper form, files in XML format, or through FINA's distribution channels).

- 5.3. A duly completed Payment Order is considered to be a Payment Order that is:
- completed in accordance with applicable regulations of the Republic of Croatia and in the format agreed with the Bank;
 - filled in legibly and completely (without corrections).
- The basic elements of a cash deposit order are: payer name, payee IBAN, currency code of payment, amount in the currency of payment, payment description, and execution date.
- The basic elements of a cash withdrawal order are: payer IBAN, payee name, currency code of payment, amount in the currency of payment, payment description, and execution date.
- The basic elements of a transfer order are: payer name, payer IBAN, payee name, payee IBAN or account number, SWIFT/BIC code or name and address of the payee's bank (for cross-border payments in a currency other than EUR and for international payments), currency code of payment, amount in the currency of payment, currency code of payment cover (when different from the payment currency), payment description, cost option (for international payments), and execution date.
- 5.4. Pre-execution information for Payment Transactions is contained in these General Terms and Conditions, in the applicable Special General Terms and Conditions for the service/product contracted between the Bank and the Client, in the Schedule, in the Fees for services in business operations with Business Entities, and in the Risk Appetite Statement.
- 5.5. Authorization (consent) for executing a Payment Transaction is deemed to be given if, before executing the Payment Transaction, depending on the type of Payment Transaction and the Distribution Channels through which the Payment Order was submitted:
1. A cash deposit to the Client's Account and cash withdrawal from the Client's Account, in paper form, recorded at the Bank/FINA – if duly completed and signed by the Legal Representative or Authorized Person in accordance with the Signature Card, submitted by the Legal Representative or Authorized Person in accordance with the Signature Card, or by the Order Submitter;
 2. A transfer order completed on paper, recorded at the Bank/FINA – if duly completed and signed by the Legal Representative or Authorized Person in accordance with the Signature Card, submitted by the Legal Representative or Authorized Person in accordance with the Signature Card, or by the Order Submitter; and for SEPA Credit Transfers, if upon receiving the result of Verification of payee, the Legal Representative or Authorized Person has given Consent for SEPA Credit Transfer in the case of partial matching or non-matching. Failure to sign the Consent for SEPA Credit Transfers constitutes the Client's withdrawal from initiating the SEPA Credit Transfer.
 3. A transfer order submitted via Online Banking Services – if submitted and confirmed by the authorized user of Online Banking Services in accordance with the agreement on the use of one or more Online Banking Services concluded by the Client with the Bank;
 4. A transfer order submitted via FINA distribution channels – if submitted and confirmed by the authorized user of FINA distribution channels contracted with FINA, on FINA's platform;
 5. A Payment Order submitted and confirmed through a registered Other Payment Initiation Service Provider – if submitted and confirmed by the authorized user of 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, whereby the Other Payment Initiation Service Provider redirects the Client to the Bank's interface, on which the Client is authenticated and confirms (authorizes) the Payment Order, all in accordance with the said agreement on the use of one or more Online Banking Services;
 6. A cash withdrawal order at an ATM and cash deposit order at an ATM – by inserting and using the Card and entering the PIN;
 7. A coin deposit order at a coin deposit ATM – by inserting and using the Card without entering the PIN;
 8. A cash and coin deposit order at a deposit-enabled ATM (BD device) – by inserting the Card and entering the PIN;
 9. A cash and coin deposit order in a day-night safe – by inserting the Card in accordance with the agreement on the use of the DNS;
 10. A cash and coin deposit order in an Erste Smart Cash device – by inserting the Card;
 11. A cash and coin deposit order in the Client's smart safe – by inserting the Card and/or entering the user code/PIN;
 12. A Payment Order initiated by Card – as defined in the General Terms and Conditions for the issuance and use of debit cards for Business Entities;
 13. A standing order – at the time of concluding a separate agreement by the Client or Authorized Person; and if, upon contracting, after receiving the result of Verification of payee, Consent for SEPA Credit Transfer in the case of partial matching or non-matching has been given.
 14. SEPA Direct Debit – by signing the SEPA Direct Debit Consent form;

15. A debit order on the Account for the purpose of collecting the Bank's receivables from the Client based on products or services contracted with the Bank (e.g., for loan repayment, credit card fees) – by signing a separate agreement with the Bank or by granting specific consent to the Bank.

Payment Transactions of deposits from items 6-11 of this Article are initiated by depositing cash into the devices listed in those provisions.

- 5.6. For the avoidance of doubt, if a signed Payment Order is delivered by the Order Submitter, the same person shall additionally sign such order to confirm the Order Submitter and the Bank shall identify them in accordance with the regulations, even though the order has already been authorized by the Authorized Person. The additional signature of the Order Submitter does not constitute authorization.
- 5.7. Any method of giving consent for Payment Transactions that is not defined by these General Terms and Conditions is defined by a separate agreement on the execution of the relevant Payment Transactions and any applicable special terms for an individual additional service.
- 5.8. The Timestamp as the start of the 10-second target time for executing an Instant Credit Transfer applies from the moment the authorized Instant Credit Transfer order is recorded in the Bank's system.
- 5.9. If the Client provides the Bank with an incorrect IBAN or other unique identifier (e.g., the payee's account number) on the Payment Order, and if Verification of payee is carried out in accordance with these General Terms and Conditions, and after receiving the Verification of payee results and the Client's Consent for SEPA Credit Transfer, the Bank is not responsible for defective execution of the payment transaction. If the Client, in addition to the unique identifier, provides the Bank with other information regarding the payee or payer, the Bank will execute the payment transaction according to the unique identifier specified by the Client, regardless of other information regarding the payee or payer, unless expressly stated otherwise in these General Terms and Conditions for specific cases. In international payments, the Client is obliged to provide the BIC of the payee's bank along with the payee's account, and the Bank acts solely on the data provided by the Client. In the case of cross-border payments, the Client enters the IBAN, and the Bank completes the BIC based on it and acts on the thus completed data.
- 5.10. If the Client stamps Payment Orders submitted in paper form, such stamping does not constitute part of the authorization of the Payment Transaction and the Bank does not verify it.
- 5.11. Regardless of the Bank's potential prior involvement in the process of completing the Payment Order, the Bank is considered to have received the Payment Order at the moment a duly completed Payment Order is delivered to the Bank through the Distribution Channels, in accordance with these General Terms and Conditions. The Client is responsible for the accuracy and completeness of the data on the Payment Order, even in cases where they may request the Bank to complete the Payment Order according to their instructions. If the Payment Order does not state an execution date, it is considered that the desired execution date is equal to the date of receipt of the order.
- 5.12. Instant Credit Transfers are received and executed by the Bank 24 hours a day, 7 days a week via online banking, while in branch they are received during branch working hours and executed 24 hours a day, 7 days a week. For the execution of an Instant Credit Transfer, the Client must ensure sufficient funds, and the Account is immediately debited for the order amount and any applicable execution fees.
- 5.13. If the Bank receives a Payment Order on a day that is not designated as its Business Day or after the time specified in the Schedule, it is considered to have received the Payment Order on the next Business Day, except for Instant Credit Transfers, which are treated in accordance with Article 5.12 of these General Terms and Conditions.
- 5.14. The Bank executes a duly completed Payment Order on the date of receipt or on the predetermined Business Day, in accordance with the Schedule, provided that it is authorized pursuant to Article 5.5 of these General Terms and Conditions, that there are sufficient available funds in the Client's Account on the execution date of the Payment Order, and that there are no legal obstacles to its execution.
- 5.15. If the Payment Order is not executed on the specified day due to insufficient funds in the Account, the payment will be attempted for 14 days, including the specified execution date, except for a group of orders with a batch booking option, which are executed only on the Value Date. This applies to national, cross-border, and international payments submitted through all channels through which a Payment Order can be submitted, as well as those submitted through a Payment Initiation Service Provider, unless the Payment Initiation Service Provider defines a different method of order execution, such that the transaction is rejected on the execution date.
- 5.16. An Instant credit transfer will not be re-attempted for the next 14 days in the event of insufficient funds in the account.
- 5.17. The Client selects the cover currency of the Payment Order; if it is not specified, it is considered that the cover currency of the Payment Order is the same as the payment currency.
- 5.18. The condition for duly collective submission of Payment Orders (file) is that they are submitted in the XML format in accordance with the Client instructions: Standard ISO 20022 XML for initiating credit transfer messages (pain.001.001.09.), unless otherwise expressly agreed between the Client and the Bank.
The XML file may contain one or more groups of Payment Orders, which may have the following options:
- individual debiting and/or
- batch booking, but only for national payments in euros.

A group of Payment Orders with the batch booking option will only be executed if all orders in the group are valid and if there are sufficient funds for the entire group; otherwise, the group is rejected.

If the Client does not choose the batch booking option, the full content of each individual Payment Order will be visible on the Account statement.

If the group of Payment Orders with the batch booking option relates to the payment of personal income, the Bank will apply the agreed fee and ensure recognition of payment orders for personal income payments, including access to data in accordance with authorizations, if the group of Payment Orders in the file is marked with the following parameters: field 2.3 – Batch Booking (Method of debiting the payer’s account) – the required data is true, field 2.14 – Category Purpose / Code – the required data is SALA, field 2.127 – Purpose / Code – the required data is SALA, in field 2.116 <Id> the Payee IBAN is a transaction account of a natural person (recognized by the second part of the IBAN which begins with 31, 32 or 35).

The Bank will execute collective Payment Orders in accordance with the Schedule, regardless of the execution time specified in the file.

To ensure compliance with format rules and the ability to properly execute Payment Orders through the Payment System through which the Bank carries out payment transactions, the Bank reserves the right to change diacritical marks listed on the Payment Order. In the case of receiving an order containing characters that are not compliant with the UTF-8 character set and/or are not part of the Latin character set, 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).

- 5.19. Non-execution of Payment Orders, standing orders, and SEPA Direct Debits due to the absence of Available Balance on the Account is not considered a rejection of the Payment Order, and the Bank is not obliged to inform the Client thereof.
- 5.20. The Bank executes the Payment Order in accordance with the Unique Identifier of the payer/payee specified by the Client in the Payment Order, and by accepting these General Terms and Conditions, the Client consents to the Bank using, when executing the payment transaction, the data on the payer’s/payee’s name, registered office/address, valid Legal Entity Identifier (LEI), and the payer’s/payee’s Personal Identification Number (OIB) from the Bank’s registers, which correspond to the stated Unique Identifier. Exceptionally, the Bank may change the Unique Identifier specified in the Payment Order if the Payee, on the basis of a special order and authorization from the cooperation agreement with the Bank, determines its new Unique Identifier, with which the Client agrees by accepting these General Terms and Conditions. In this case, the Payment Order will be executed in accordance with the new Unique Identifier if all other conditions for the execution of the order are met.
- 5.21. In the event that there are insufficient funds in the Client’s Accounts specified for covering the Payment Order in the foreign/national currency of the Payment Order, the Payment Order will be attempted for fourteen (14) days including the execution date, and will be rejected after the said period if there are still insufficient funds in the account in the currency of the Payment Order. The Client may initiate a change in the cover currency of the Payment Order using the contracted Online Banking Service or deliver an order to the Bank for the currency change regardless of the channel of initiation of the Payment Order, before the future execution date or during the previously mentioned period of fourteen (14) days during which the Payment Order is attempted.
- 5.22. The Bank may refuse to execute the Payment Order if all contractual conditions for its execution are not met. The Bank shall notify the Client of the refusal to execute the Payment Order, as well as the reasons for refusal and the procedure for correcting the errors that caused the refusal, except in cases where this is prohibited by other regulations. The Bank provides the notification to the Client via one or more contact details specified in the Request for opening a transaction account or Request for activation of a transaction account, or in another expressly agreed manner. The Bank has the right to charge a fee for the notification provided.
- 5.23. The Bank may refuse to execute the Client’s Payment Order if, upon analyzing all available information, it determines that there is a non-compliance with the Applicable Regulations or if the Payment Order is contrary to the Applicable Regulations, as well as in the case where the Payment Order is contrary to the Risk Appetite Statement published on the Bank’s website, which forms an integral part of the Blanket Agreement. For the avoidance of doubt, the Client is responsible for ensuring that the Payment Order meets the conditions prescribed by the Applicable Regulations (which relates to, but is not limited to, regulations on foreign exchange operations and regulations on the prevention of money laundering and terrorist financing).
- 5.24. Upon receiving the amount of the payment transaction and after receiving all necessary information to credit the Account for the amount received from the payer’s payment service provider or its intermediaries, the Bank shall credit the Client’s payment account as the payee with the Value Date and make the credited funds available. If the funds are credited to the Bank’s account on a non-Business Day, it is considered that the Bank received the funds on the next Business Day.
- 5.25. The Bank is authorized not to credit the Client’s Account as the payee in the event of exceptional and unforeseeable circumstances beyond the Bank’s control and the consequences of which could not have been avoided despite the exercise of due diligence, as well as in the event that it is required to apply other regulations / Applicable Regulations.

- 5.26. The Bank may refuse to execute a Payment Order and return the transferred funds to the Client if executing the Payment Order would result in a violation of Sanctions that oblige non-execution of the Payment Order. This right also applies to the Bank's authority not to credit the Client's Account as the payee, even though funds have been received in favor of the said Account.
- 5.27. The Bank will not act in accordance with the previous Article if the Sanctions impose an obligation to apply a measure of restriction on the disposal of assets.
- 5.28. The Client is obliged, at the Bank's request and within the deadline set by the Bank, to provide all data and documentation requested by the Bank to verify whether the execution of the Payment Order or the crediting of their Account is contrary to foreign exchange regulations, regulations on the prevention of money laundering and terrorist financing, Sanctions, or other Applicable Regulations. The Bank is authorized to suspend the execution of the Payment Order or crediting of the Account until the Client submits all requested data and documentation, and if the Client fails to provide the same within the requested period, the Bank is authorized to refuse to execute the Payment Order or not to credit the funds to the Client's Account. The Bank may execute the Payment Order or credit the funds to the Client's Account even after the set or agreed deadline if this is a consequence of verifying the circumstances referred to in this point, and is not responsible for any delay arising from the aforementioned reason.
- 5.29. If, for the execution of the Payment Order or for crediting the Client's Account, it is possible to remedy other deficiencies or if additional data or documentation is required, which are not regulated by the previous point, the Bank may, for this purpose, contact the Client within a reasonable period using one or more contact details specified in the Request for opening a transaction account or Request for activation of a transaction account, or in another expressly agreed manner.
- 5.30. In the cases referred to in the previous point of the General Terms and Conditions, the Bank will attempt to contact the Client at a time appropriate to the channel by which it is contacting the Client, and in the event of an inability to contact the Client and/or failure to remedy deficiencies / failure to provide additional data or documentation, the Bank shall, in accordance with the Schedule, refuse to execute the Payment Order or not credit the Client's Account within the prescribed period.

6. Revocation of a Payment Order

- 6.1. The Client may revoke a Payment Order no later than one day before the Payment Order Execution Date. A Payment Order submitted on the Payment Order Execution Date cannot be revoked.
The Client cannot revoke a Payment Order:
- that was initiated by the payee or through the payee after the Client has given the payee their consent for the execution of the Payment Transaction,
 - that was initiated through a Payment Initiation Service Provider after the Client has given consent to that provider to initiate the Payment Transaction.
- Exceptionally, a Payment Order initiated through a Payment Initiation Service Provider with a future execution date may be revoked no later than the end of the Business Day preceding the agreed execution date, exclusively through the Payment Initiation Service Provider.
- The Client or an Authorized Person may revoke a Payment Order by submitting a written revocation request at a Bank Branch during branch working hours, as well as through the Online Banking Service and through a Payment Initiation Service Provider.

7. Disposal of Funds in the Account and Limits on Instant Credit Transfers

- 7.1. The Client may dispose of funds deposited in the Account once the Account is credited for that amount in accordance with the Bank's Schedule and when the Bank has received all necessary information for crediting the Client's Account.
- 7.2. The Client may set a limit for Instant Payments, which represents the maximum amount that may be used for initiating Instant Payments.
- 7.3. The Client's Legal Representative may independently manage the limit at a Bank Branch and via Erste NetBanking and Erste mBanking. The Client may define the limit as daily or per transaction, and it applies to the total Instant Payments across all of the Client's Accounts initiated through all of the Bank's Distribution Channels.
A daily limit represents the total amount of Instant Payments that may be executed within a single day.
A per-transaction limit represents the highest amount of a single Instant Payment.
In the case of initiating a Payment Order with a future execution date or executing Standing Orders agreed as Instant Payments, the Bank will check the available limit on the execution date, regardless of when the order was submitted, and will reject execution if the daily or per-transaction limit would be exceeded.
- 7.4. The Bank shall process amounts received from a payer from another domestic or foreign bank in accordance with relevant mandatory regulations. In the event of non-compliance with such regulations, the Bank is authorized to

refuse the execution of the Payment Order. If the day the funds are credited to the account of the payee's payment service provider is not a Business Day of that provider, the crediting will occur no later than the next Business Day, except for Instant Credit Transfers which are executed 24 hours a day, every calendar day.

- 7.5. By accepting these General Terms and Conditions, the Client consents that the Bank may correct an erroneous debit or credit posting to the Account made without the Client's order, resulting from an error by the Bank or its external processors, by an opposite posting or reversal. The Bank shall notify the Client of such postings in the agreed manner, via the Account statement. Additionally, the Client may, upon request, obtain information at a Bank Branch.
- 7.6. The Client is not authorized, without prior written consent of the Bank, to pledge the Account in favor of a third party.

8. Other Grounds for Account Debiting

- 8.1. Other grounds for Account debiting are bills of exchange, contractual authorizations granted to the Bank, and FINA's orders in accordance with the Act on the Execution of Enforcement on Monetary Assets and other by-laws. The Bank debits the Client's Account on these grounds without the Client's prior consent.
- 8.2. By accepting these General Terms and Conditions, the Client agrees that the Bank may, in the event of the Client's failure to fulfill obligations arising from any contractual relationship, collect the due amount with all associated charges and default interest from all of the Client's Accounts at the Bank, as well as from all of the Client's funds entrusted to the Bank either as collateral for the Bank's claims against the Client on any grounds or entrusted to the Bank on any other basis.
- 8.3. If the Bank executes a payment from the Client's Account under the preceding paragraph of this Article and there are insufficient funds in the payment currency, the Bank will perform a currency conversion from other currencies on the Client's Account according to the Bank's exchange rate list in force on the day of conversion.
- 8.4. The FINA e-Bank order is executed only from the Positive Balance on the Client's Account and subsequent cash inflows. If the order is executed using foreign currency funds, the Client agrees that the Bank may convert the foreign currency into euros at the Bank's purchase exchange rate in force on the day of purchase, and the resulting amount in euros will be transferred by the Bank to the segregated funds account. The Bank will handle the seized funds in the segregated funds account in accordance with FINA's order.
- 8.5. In the case of Account debiting based on FINA's order, the Bank will deny the Client the right to use the overdraft on the transaction Account for the entire duration of the execution of the basis for payment, unless otherwise expressly agreed between the Client and the Bank.
- 8.6. The Bank is not liable for damage in the event of an erroneously issued FINA order for the execution of a basis for payment.

9. Additional Services Related to the Account

- 9.1. Additional Services Related to the Account are:
- Online Banking Services
 - SEPA direct debit
 - Standing order
 - Card
 - Other services stipulated by the Bank's Acts.
- 9.2. The main features as well as the terms and conditions of use of additional payment services are defined in the Special General Terms and Conditions and/or in individual agreements for those services.

10. Standing Orders

- 10.1. The Client may agree that the Bank performs regular or occasional payments debiting their Account by:
- Executing a Payment Transaction in favor of the payee under the conditions defined by the Client (payee's account, payment amount, duration period, payment frequency) (hereinafter: Standing Order).
 - In the event of any changes to the conditions defined by the Client in the Standing Order, the Client is obliged to notify the Bank thereof. The Bank assumes no responsibility for the proper execution of Standing Orders if a change has occurred about which the Client did not inform the Bank.
- 10.2. The Bank will execute Standing Orders in accordance with the conditions defined by the Client or the information it receives from the Payment Initiation Service Provider. The Client may agree to execute the Standing Order as a series of regular credit transfers or as a series of Instant Credit Transfers.
- 10.3. The Bank will send the Client a notification on the execution status of each individual Instant Credit Transfer within the series of Instant Credit Transfers if the Client has a valid e-mail address registered with the Bank.
- 10.4. The Bank will execute Standing Orders in accordance with the conditions defined by the Client. If the scheduled day for the execution of an individual credit transfer within a series of regular credit transfers is not a Business

Day, the payment will be carried out on the next Business Day. The Client is obliged to provide funds on the Account no later than the time defined in the Payment Schedule. The Bank will execute an individual order only if there are sufficient funds in the Account to cover the entire defined payment amount. If an order with a defined fixed payment amount is not executed on the scheduled day due to insufficient funds in the Account, the payment will be attempted for the next 20 (twenty) days.

- 10.5. Individual credit transfers within a series of Instant Credit Transfers are executed on a pre-determined date, and the Client must ensure that sufficient funds are available to cover the execution of each individual order by the time defined in the Schedule. If funds are not available, the payment will not be executed.
- 10.6. The Standing Order terminates on the defined date or upon cancellation by the Client or the Bank, by unilateral termination by the Bank, and in any case upon closure of the Account against which it was agreed. 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, irregularly meets its obligations, or if the Client's operations, at the Bank's sole discretion, pose a security threat or jeopardize the Bank's operations. The Bank may cancel the Standing Order with a 30-day notice period, without stating reasons.
- 10.7. If the Client revokes consent for the execution of an individual Payment Order, such Payment Order may be revoked no later than the end of the Business Day preceding the day agreed for the commencement of execution of the Payment Order. By doing so, the Client also revokes every future Payment Order in that series.
- 10.8. Notification of each individual credit transfer executed within the series is available to the Client in the manner described in Article 15 of these General Terms and Conditions, in addition to the case provided for in Article 10.3.
- 10.9. The Standing Order automatically ceases to be executed upon the closure of the Account from which the payment is carried out.

11. SEPA Direct Debits

- 11.1. The Client may grant a SEPA Direct Debit Mandate to the payee (a business entity) authorizing them to initiate SEPA Direct Debit orders debiting the Client's Account. SEPA Direct Debit is a national and cross-border payment service in euros that can be arranged only against the Account.
- 11.2. The SEPA Direct Debit Mandate is the document based on which the Client authorizes the payee (a business entity) to initiate debit orders with the Bank against the Client's Account and authorizes the Bank to debit that Account in accordance with such debit orders submitted by the payee. Each SEPA Direct Debit Mandate has its Mandate Identifier, which is a unique identifier of the SEPA Direct Debit Mandate assigned by the payee for the unambiguous designation of the Mandate.
- 11.3. The payee (a business entity) determines the execution date and the amount of each direct debit order. The Client is responsible for monitoring and verifying the execution of debit orders carried out under SEPA Direct Debits.
- 11.4. Execution of the SEPA Direct Debit, i.e., the validity of the SEPA Direct Debit Mandate, terminates based on at least one of the following reasons: revocation of the SEPA Direct Debit Mandate with the payee (business entity) and notification of the Bank of such revocation, closure of the Account at the Bank from which the SEPA Direct Debit is carried out, or defining a prohibition on carrying out SEPA Direct Debits on the Account.
- 11.5. An authorized transaction under the SEPA Direct Debit is considered any transaction carried out in accordance with a valid SEPA Direct Debit Mandate. The Client (payer) is obliged to ensure sufficient funds in the Account no later than 11:00 a.m. on the defined execution date, and funds for cross-border direct debits must be ensured no later than 7:00 a.m. on the defined execution date. The execution date of the SEPA Direct Debit is the date the Client's Account is debited.
- 11.6. The Bank executes an authorized transaction under the SEPA Direct Debit upon receipt of the debit order from the payee, in accordance with the Schedule for the execution of payment transactions, provided that the Account has available balance for the order, that it is not contrary to the provisions of these General Terms and Conditions, and that there are no legal obstacles to its execution.
- 11.7. If the Bank does not correctly forward the debit order to the payer's payment service provider for a particular SEPA Direct Debit transaction within the period agreed with the payee that enables the settlement of the payer's monetary obligation on the agreed due date, the Bank will notify the payee thereof and is not obliged to resubmit the debit order to the payer's payment service provider.
- 11.8. The Client may define special conditions for the execution of the SEPA Direct Debit at the Bank Branch as described in Articles 11.9, 11.10, and 11.11.
- 11.9. The Client has the right to define a prohibition on the execution of all SEPA Direct Debits for a particular transaction account by signing a request to the Bank. By defining this prohibition, the Bank will not execute received orders regardless of a signed SEPA Direct Debit Mandate given to the payee (a business entity). This prohibition cancels all previous Restrictions on a specific SEPA Direct Debit, and it is not possible to define other restrictions or black and white lists before revoking this prohibition.
- 11.10. The Client has the right to define Black and White Lists of payees (business entities) according to the payee identifier under SEPA rules. The Black List represents a list of payees for whom the Client blocks all SEPA Direct

Debit orders. The Black List cannot be combined with the White List or with the prohibition of all SEPA Direct Debits. The White List represents a list of payees (business entities) for whom the Client allows the execution of SEPA Direct Debit orders in accordance with the agreed mandates with the payees. When defining the White List, the Client may also define a unique mandate identifier for each payee. If the Client additionally specifies the mandate identifier along with the payee on the White List, the Bank will only execute that SEPA Direct Debit defined by that mandate identifier. The White List remains valid until the Client revokes it and can be combined with restrictions by amount and/or time period of order execution. The White List cannot be combined with the Black List or the prohibition of all SEPA Direct Debits. For all other payees not defined on the White List, the execution of SEPA Direct Debit orders is prohibited.

- 11.11. The Client may define Restrictions on the collection of SEPA Direct Debit orders by amount and/or time period for a specific SEPA Direct Debit Mandate based on a written request to the Bank. By defining a restriction by order amount without defining the time period, the Bank will execute an individual order only if the amount is less than the defined restriction. By defining a restriction by order amount along with defining a time period, the Bank will execute an individual order only during the defined period and only if the amount of the individual order is less than the defined restriction. After the expiration of that period, orders will be executed regardless of the amount.
- 11.12. The Client has the right at any time to withdraw a defined restriction on the amount and time period, withdraw the prohibition on the execution of all orders, or amend the Black and White Lists for SEPA Direct Debits.
- 11.13. Written Requests for Restrictions on collection of orders, Prohibition of execution of orders, Black or White Lists for SEPA Direct Debits are received until 12:00 p.m. and take effect at the earliest on the next Business Day. Requests received after 12:00 p.m. are considered received on the next Business Day.
- 11.14. In the Business SDD Scheme:
- The Client must provide the SEPA Direct Debit Mandate to the Bank in original form for inspection before the start of execution of the SEPA Direct Debit service.
 - The Client agrees that the Bank executes SEPA Direct Debit orders against their Account based on these General Terms and Conditions without giving additional consent to the Bank, provided that they have previously delivered the original SEPA Direct Debit Mandate to the Bank for inspection.
 - The Client must immediately provide the Bank with all changes relating to a valid SEPA Direct Debit Mandate, particularly, but not limited to, revocation of the mandate.
- 11.15. In the Core SDD Scheme:
- When executing SEPA Direct Debit orders, the Bank does not verify the existence and content of the mandate.
 - The Client has the right to request the refusal of execution of an authorized SEPA Direct Debit order before the transaction is executed by submitting a written request at the Bank Branch. The Bank will act in accordance with the request without additional conditions.
 - An unauthorized Payment Transaction under SEPA Direct Debit means that the Client has not given a SEPA Direct Debit Mandate for debiting the account to the payee (a business entity), which the Bank determines by checking with the payee's bank. An unauthorized Payment Transaction also means that the Client gave a SEPA Direct Debit Mandate, but the SEPA Direct Debit order is restricted by Articles 11.9, 11.10, and 11.11.
 - The Bank may request from the Client any data it deems necessary to determine the conditions for verification, order refusal, and transaction return.
 - The Client has the right to request a refund of an unauthorized SEPA Direct Debit transaction within 13 (thirteen) months from the date the Account was debited.
 - The Client has the right to request a refund of the entire amount of an authorized SEPA Direct Debit transaction in euros within eight weeks from the transaction execution date. The Bank will refund the Client the amount of the executed transaction without questioning the reason for the refund request within 10 (ten) Business Days from receiving the written refund request. The Bank will not refund the Client the charged fee for executing the order. The Client loses the right to a refund of the amount of an authorized SEPA Direct Debit transaction if they do not submit the refund request to the Bank within eight weeks from the transaction execution date. The refund request may be signed and submitted to the Bank by an Authorized Person.

12. Bank's Responsibilities and Refund of the Payment Transaction Amount

- 12.1. In the event of execution of an unauthorized Payment Transaction, the Bank will refund the transaction amount to the Client together with any interest to which the Client is entitled under mandatory regulations, as well as all charged fees, provided the Client notifies the Bank in writing of the unauthorized transaction within 45 days from the date the Account was debited, unless there are legal and/or contractual grounds for a different course of action. If it is an unauthorized Payment Transaction initiated through a Payment Initiation Service Provider, the Bank will refund the transaction to the Client in accordance with this article.
- 12.2. The Client is fully responsible for executed unauthorized Payment Transactions if they result from the Client's fraudulent behavior or the Client's intentional failure to fulfill one or more of their obligations regarding the Payment Instrument, safekeeping and/or Personalized Security Credentials, or failure to fulfill these obligations due to

gross negligence. Gross negligence, for example, means failure to comply with contractual obligations governing the protection of the Payment Instrument and/or Personalized Security Credentials, or acting contrary to the provisions of the Blanket Agreement.

- 12.3. In the event the Bank is responsible for non-execution or incorrect execution of a Payment Transaction, the Bank undertakes to refund the amount of the non-executed or incorrectly executed Payment Transaction, as well as all charged fees, and will pay any interest to which the Client is entitled under mandatory regulations, provided the Client notifies the Bank in writing of such non-execution or incorrect execution of the Payment Transaction immediately upon becoming aware of it, and no later than 45 days from the date of debit or credit of their Account.
- 12.4. If the Bank does not receive confirmation of the execution status of an Instant Payment or receives a rejection confirmation from the payee's payment service provider within 10 seconds of the Timestamp, the Bank will notify the Client and return the Client's Account to the state it was in before the Instant Payment was initiated.
- 12.5. If, after 10 seconds from the Timestamp, the Bank subsequently receives confirmation of the execution status of an Instant Payment from the payee's payment service provider, the Bank will notify the Client. If the Instant Payment has been executed and the funds have been transferred to the Payee, the Bank will debit the Client's Account for the amount of the Instant Payment and any fees.
- 12.6. If the Client, after initiating an Instant Payment and after the expiration of 10 seconds from the Timestamp but before receiving the final status of the Instant Payment, submits the same Instant Payment order again, multiple executions of the same Instant Payment may occur. In such a case, the Client's Account may be debited multiple times, depending on the execution of the Instant Payment.
- 12.7. The Client (payer) is responsible for unauthorized Payment Transactions for the full amount of the transaction if the execution of such transactions results from the use of a lost or stolen Payment Instrument or from other misuse of the Payment Instrument. In such cases, the Client (payer) is not responsible: 1. if the Client (payer) could not have detected the loss, theft, or misuse of the Payment Instrument before the execution of the unauthorized Payment Transaction, 2. if unauthorized Payment Transactions result from the actions or omissions of employees, agents, or branches of the Bank or entities to which its activities are outsourced, 3. if the Bank did not provide appropriate means for immediate notification of loss, theft, or misuse of the Payment Instrument, 4. if the Bank does not require reliable authentication of the Client, or 5. if the Bank, as the payee's payment service provider, does not apply the required reliable authentication of the Client.
- 12.8. If the Client acted fraudulently or the Bank determines there was no basis for refunding the Payment Transaction—i.e., that the transaction was authorized or properly executed—and the Bank refunded such a transaction to the Client along with any interest and fees, the Bank is authorized to directly debit the Client's Account for the same amount as well as any other funds deposited by the Client with the Bank.
- 12.9. The Bank is not obliged to refund the amount of an unauthorized, non-executed, delayed, and/or incorrectly executed Payment Transaction, including charged fees and interest, if, in the Bank's assessment, any of the following occurs:
 - if the execution, non-execution, delayed execution, and/or incorrect execution of the Payment Transaction is the result of exceptional and unforeseeable circumstances beyond the Bank's control, the consequences of which could not have been avoided despite exercising due care;
 - if the execution, non-execution, delayed execution, and/or incorrect execution of the Payment Transaction is the result of the Bank's regular system maintenance;
 - if the execution, non-execution, and/or incorrect execution of the Payment Transaction is the result of the Bank's regular system maintenance that was publicly announced in advance as a temporary unavailability of distribution channels (information on unavailability is available to the Client on the Bank's website, in the Bank's branches, and via the Erste NetBanking and Erste mBanking online services);
 - if the execution, non-execution, delayed execution, and/or incorrect execution of the Payment Transaction is the result of the Bank's obligations arising from other binding regulations;
 - if the execution, non-execution, delayed execution, and/or incorrect execution of the Payment Transaction is the result of the Client's fraud, the fraud of the Client and/or an Authorized Person, or if the Client and/or Authorized Person intentionally or through gross negligence fail to fulfill their obligations regarding the Payment Instrument and/or Personalized Security Credentials;
 - if the Bank executed or incorrectly executed a Payment Transaction based on a forged Payment Order delivered to the Bank by an Authorized Person/Bearer of the order;
 - if the execution of the unauthorized Payment Transaction is the result of the use of a stolen or lost Payment Instrument or a misused Payment Instrument where the Client and/or Authorized Person did not secure the personal security elements of the Payment Instrument;
 - if the Client did not immediately, without delay, notify the Bank of the unauthorized and/or incorrectly executed Payment Transaction when they discovered such transactions, and no later than 45 (forty-five) days from the date the Payment Transaction was executed;
 - in the case of sending data or Payment Orders by the Client in the form of unprotected records (e.g., e-mail, fax),

the Bank is not responsible for any possible damage caused by loss, delivery delay, alteration, and/or disclosure of data;

- if, in the case of an incorrectly executed Payment Transaction, the Bank proves that the payee's payment service provider received the amount of the ordered Payment Transaction within the deadlines set out in the Bank's Schedule;
- if non-execution or incorrect execution is the result of the payee's actions in Payment Transactions initiated by or through the payee;
- in other cases defined by these General Terms and Conditions.

The Bank is not responsible for any potential damage from executing Payment Transactions based on Payment Orders sent in the above-described manner.

In the case of non-executed or incorrectly executed Payment Transactions initiated through a Payment Initiation Service Provider, the Bank is not responsible for any damage caused to the Client due to the actions of the Payment Initiation Service Provider, and in such cases, the Client may contact the Payment Initiation Service Provider.

- 12.10. Article 12.3 does not apply to delays in crediting the Client's Account. If the Bank is responsible for such a delay, it is obliged to set the value date of the account crediting to the date that would have been determined as the value date for that Payment Transaction amount had the Client's Account (as the payee) been credited on time, provided the Client notifies the Bank in writing of such delay immediately upon becoming aware of it, and no later than 45 days from the date of debit or the date of crediting the Client's Account. If the Account is credited with delay due to the actions of the Payer's payment service provider, the payee's bank, an intermediary bank, or due to the Payment Initiation Service Provider, the Bank is not responsible for any damage caused to the Client (the payee) nor is it obliged to set the value date of the account crediting to the date that would have been determined as the value date had the Account been credited on time. This article also applies to delays in orders initiated by or through the payee.
- 12.11. The Client is solely responsible for any errors and actions of the Authorized Persons, and the Bank is not responsible for any damage caused by the Authorized Person.
- 12.12. If the Client disputes having authorized an executed Payment Transaction or claims that the Payment Transaction was not executed or was not properly or timely executed, the burden of proof lies with the Client. The above also applies to Payment Transactions initiated through a Payment Initiation Service Provider.
- 12.13. The Bank is not liable for any damages, including those arising from the non-execution, incorrect or delayed execution of a Payment Order, and the non-crediting or incorrect or delayed crediting of the Client's Account (as the payee), due to extraordinary events and aggravating circumstances beyond the Bank's control:
- natural events – earthquakes, floods, storms, fires;
 - political events – riots, armed conflicts, terrorist attacks, unrest, changes in laws or decisions of public authorities, whether domestic or foreign;
 - events that prevent the performance of payment services due to interruptions in telecommunications, power outages, malfunctions in Euro NKSInst, FINA, SWIFT, Target system, the Payment Beneficiary Verification Service provider, interruptions in the card transaction authorization communication channel, etc.;
 - due to the application of provisions and regulations related to anti-money laundering and counter-terrorist financing and Sanctions, as well as provisions and regulations related to combating corruption and organized crime and any other Applicable Regulations;
 - due to business processes and practices of intermediary/correspondent banks and/or other payment service providers, such as, for example, reduction of the order or inflow amount due to the application of different cost options from those applied by the Bank, conversion of the order amount into a currency other than the original order currency, risk appetite of intermediary/correspondent banks and/or other payment service providers, etc.;
 - actions of the payer's payment service provider;
 - as well as in other cases of force majeure.
- 12.14. The Client loses their rights related to non-execution, incorrect execution, delayed execution, and rights related to unauthorized Payment Transactions if they do not notify the Bank immediately upon becoming aware of them, and no later than 45 days from the date of debit or crediting of their Account.

13. Interest, Fees, Costs, and Exchange Rates

- 13.1. The Bank publishes the overview of fees for payment services and other services in business with Clients in the document Fees for Payment Services in Business with Legal Entities, which forms an integral part of these General Terms and Conditions.
- 13.2. The Bank is entitled to charge the Client a fee and actual costs for the provision of services in accordance with the applicable Fees for Payment Services in Business with Legal Entities.
- 13.3. The Bank does not calculate interest on a positive balance on the Account.
- 13.4. On a negative balance on the Account, the Bank will calculate statutory default interest or interest in accordance with the Decision on Interest Rates for Legal Entities.

- 13.5. In the case of Payment Transactions requiring a currency conversion, the Bank's daily buying or selling exchange rates for foreign currencies, valid at the time of execution of the Payment Transaction, will apply. Unless a special exchange rate offer of the Bank is agreed, in the case of conversion between a foreign currency and the domestic currency, the applicable exchange rate at the time of the conversion will be applied as follows:
- the buying exchange rate from the exchange rate list is used for conversion from foreign currency to domestic currency;
 - the selling exchange rate from the exchange rate list is used for conversion from domestic currency to foreign currency;
 - in the case of conversion from one foreign currency to another, the buying exchange rate is first applied to the foreign currency to convert it into the domestic currency. Then the selling exchange rate is applied to convert the domestic currency into the desired second currency.

The exchange rate list is available at all Bank branches and on the Bank's website.

- 13.6. The Client is obliged to comply with all obligations arising from the business relationship with the Bank and is therefore required to settle costs arising from the use of services and products in accordance with the Bank's Acts. The Client is also obliged to compensate the Bank for all costs arising from the relationship (contractual or non-contractual) with the Bank, including the obligation to compensate for any damage suffered by the Bank as a result of any action or omission by the Client.

- 13.7. In the case of executing orders based on special statutory authority (forced collection from the Account), the Bank acts solely as an executor of the order and charges fees for such orders in accordance with special legal regulations.

- 13.8. The cost options the Client may choose when initiating international and cross-border payments are as follows: OUR (our) cost option, under which all costs are borne by the Client – the payer who issued the Payment Order (costs of the Bank and intermediary/foreign banks).

This option is selected for international payment transactions, except payments in USD to banks in the USA.

SHA (shared) cost option, under which costs are shared, so that the Client – payer pays the Bank's costs, and the payee pays the costs of other banks, intermediaries, and their own bank.

This option is 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, the United Kingdom, Vatican).

SLEV cost option, under which costs are shared, so that the Client – payer pays the Bank's costs, and the payee pays the costs of other banks, intermediaries, and their own bank.

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

The OUR cost option cannot be selected for payments in USD to banks in the USA. The OUR cost option cannot be selected for Cross-Border payment transactions. For payments in USD with the OUR cost option to all countries, due to possible costs of correspondent banks in the USA, which the Bank is neither aware of nor can influence, the Payee may receive a reduced amount compared to the amount stated in the Payer's Payment Order.

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

14. Bank Secrecy

- 14.1. All data, facts, and circumstances that the Bank learns in the course of business with the Client, including data on the balance and turnover of funds on the Account, constitute banking secrecy and the Bank may disclose them to third parties only in cases provided for by applicable regulations or with the express written consent of the Client.

15. Communication with the Bank and Notification

- 15.1. Unless otherwise agreed between the Bank and the Client, contracts for the provision of payment services and communication during the contractual relationship will be conducted in the Croatian language.

- 15.2. Documents, certificates, and notifications that the Client submits in a foreign language must be provided to the Bank with a certified translation into Croatian.

If the Client fails to comply, the Bank may act at its discretion, which includes but is not limited to rejecting the Client's request and/or sending the document/notification in a foreign language to an authorized translator at the Client's expense.

- 15.3. Upon the Client's request, the Bank will, for the entire duration of the Blanket Agreement, provide the Client without delay with a copy of the Blanket Agreement on paper or another Durable Medium.

- 15.4. The Client is obliged to immediately notify the Bank in writing of all status changes, changes to the personal data of Authorized Persons, as well as other data specified in the Application for Opening a Transaction Account or

the Application for Activating a Transaction Account by submitting a request for amendment of the transaction account to the Bank and providing the necessary documentation supporting such changes. The Client is liable for any omissions and any damage caused by failure to fulfill the obligation to provide information about changes. Such changes become valid from the moment they are officially recorded in the Bank's system.

- 15.5. Regardless of the aforementioned obligation, the Client undertakes to provide all requested information and documentation to the Bank at the Bank's request as required by applicable and Relevant Regulations.
- 15.6. In business with the Bank, the Client will provide the Bank with their Personal Identification Number (OIB). The Client must provide all data and documentation required by the Bank for maintaining the transaction accounts register in accordance with applicable regulations. Otherwise, the Bank reserves the right not to enter into the Blanket Agreement or to act in accordance with Article 18 of these General Terms and Conditions.
- 15.7. The Bank will inform the Client about executed Payment Transactions, as well as about the balance and changes on the Account, in the manner agreed between the Client and the Bank. The Bank will provide all information about the Payment Transaction to the Client after the execution of the transaction in the first regular subsequent account statement. The Bank charges the information service in accordance with the Fees for Payment Services in Business with Legal Entities. The Bank is considered to have fulfilled its obligation to inform by sending the 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 notifications at the Client's request may be provided by the Bank by sending repeated statements to the Client's contact address, which may be different from the agreed address for sending statements. If the Client so agrees, the statement of executed Payment Transactions and changes to the Account will be made available to the Client at the selected FINA branch. In the event of the closure of the selected FINA branch, the Bank will redirect the delivery of the statement to another branch designated by FINA.
- 15.8. The Bank will make available to the Client notifications about the status of Instant Payments via the e-mail address registered by the Client with the Bank. If the Client has not registered an e-mail address with the Bank, the notification about executed payments will be delivered via the regular Account statement in the agreed manner.
- 15.9. Notifications about the status of Instant Payments initiated with a future value date will be made available by the Bank immediately upon execution/non-execution.
- 15.10. The Bank will inform the Client about all other changes on the Account in accordance with the Enforcement Act, in the manner agreed between the Client and the Bank. The Bank is considered to have fulfilled its obligation to inform by sending the notification to the last known address (postal, e-mail, fax) agreed with the Client.
- 15.11. The Client is obliged to immediately and without delay notify the Bank of unauthorized and/or incorrectly executed Payment Transactions when they have determined that such Payment Transactions have occurred, and no later than 45 (forty-five) days from the date of debit and/or credit. The Client is obliged to immediately and without delay, and no later than 45 (forty-five) days from the date of initiating the Payment Transaction, notify the Bank of unexecuted Payment Transactions.
- 15.12. In the event of a dispute between the Bank and the Client, it will be considered that the Bank has fulfilled all its legal and contractual obligations to inform the Client if the notification was carried out in the agreed manner, and if the Client believes otherwise, they are obliged to prove it.

16. Protective and Corrective Measures

- 16.1. The Client is obliged to use the Payment Instrument in accordance with the provisions of these General Terms and Conditions and the individual agreements concluded for the use of individual Payment Instruments. The Bank may block a particular Payment Instrument in accordance with the agreement governing its use.
- 16.2. In the event of the blocking of Payment Instruments by the Bank in accordance with Article 16.1 of these General Terms and Conditions, unless otherwise agreed for a specific Payment Instrument, the Bank will inform the Client verbally (by telephone) or in writing (electronically, by fax, or by mail) prior to the blocking about its intention and the reasons for the blocking, and if it does not do so before, the Bank will inform the Client immediately after the blocking of the Payment Instrument.
Exceptionally, the Bank will not inform the Client about the blocking of the Payment Instrument if such notification would be contrary to objectively justified security reasons or applicable regulations.
- 16.3. The Bank is entitled to deny another Payment Service Provider access to the Account based on proven and objectively justified reasons relating to unauthorized access of that service provider to the Account or its access for the purpose of fraud, including unauthorized initiation of a payment transaction or initiation of a payment transaction with the intent to defraud. The Bank will inform the Client – payer about the intention and reasons for denying access to the Account in the same manner as for the blocking of the Payment Instrument in accordance with these General Terms and Conditions. Exceptionally, the Bank will not inform the Client as stated above if such notification would be contrary to objectively justified security reasons or applicable regulations.

17. Amendments to the Blanket Agreement

- 17.1. In the event of an amendment to the Blanket Agreement by the Bank, the Bank will publish a Notice of the Amendments to the Blanket Agreement or the amended document, which forms an integral part of the Blanket Agreement, on the Bank's website at least 15 days prior to the entry into force of the published amendments to the Blanket Agreement. Upon request, all amendments can be delivered to the Client in paper form, by mail, or in electronic form.
- 17.2. The Client has the right to terminate the Blanket Agreement until the proposed date of entry into force of the amendments. In such case, the Blanket Agreement shall terminate at the end of the regular notice period of 15 days or on the proposed date of entry into force of the amendments, if that date occurs earlier than 15 days. The Client shall be deemed to have accepted the published amendments if they do not notify the Bank in writing that they do not accept them by the proposed date of entry into force of the amendments to the Blanket Agreement. If the Client notifies the Bank in writing that they do not accept the amendments to the Blanket Agreement, it shall be deemed that the Client has terminated the Blanket Agreement. The Bank is authorized to charge a fee for closing the account and terminating the Blanket Agreement, which is independent of the duration of the Blanket Agreement.
- 17.3. Amendments to the Blanket Agreement relating to changes in interest rates or exchange rates, which arise from the Bank's contractual authority, may be implemented immediately, without prior notice.

18. Termination of the Blanket Agreement and Account Closure

- 18.1. The Blanket Agreement as well as individual agreements for additional services related to the Account are concluded for an indefinite period unless the Bank and the Client have limited the term of the agreement for such service and/or the term of the Blanket Agreement in the Blanket Agreement or in the agreement for an individual additional service.
- 18.2. The Client may terminate the Blanket Agreement, regardless of whether it is concluded for a definite or indefinite period, by submitting a Request, without observing a notice period unless otherwise expressly agreed between the Client and the Bank. The Bank is entitled to charge the Client a fee for terminating the Blanket Agreement in accordance with the Fees for Payment Services in Business with Legal Entities, regardless of whether the agreement being terminated was concluded for a definite or indefinite period, and such fee is independent of the duration of the Blanket Agreement. The Bank will close the transaction account within a maximum of 5 working days from the submission of the Request for closing the transaction account, provided that there are sufficient funds in the account to settle all outstanding costs.
- 18.3. If there is suspicion of fraud or any abuse, money laundering and/or terrorist financing, or violation of Sanctions, or conduct involving a Sanctioned Country, or conduct contrary to other regulations or rules, principles, or policies by which the Bank is obliged to act / Relevant Regulations, the Bank is authorized, without providing a specific explanation, to delay or refuse the provision of the requested service, including the execution of Payment Orders, crediting the Client's Account, as well as products or any other transactions, and to take all necessary actions to terminate any business relationship with the Client if deemed necessary. In addition, the Bank is authorized (but not obligated) to request clarification, information, or documentation it may consider necessary to potentially dispel the aforementioned suspicions. The criteria and methods by which the Bank assesses the risks of such abuses or actions represent a risk management measure and protection of the Bank. They are continuously updated and improved to ensure business stability and Client security, and therefore the Bank is not obliged to provide or explain such criteria and methods to Clients.
- 18.4. The Bank may unilaterally terminate the Blanket Agreement without notice in the event of no activity on the Accounts. Lack of activity on the Accounts means no transactions on the Accounts for a period longer than 18 (eighteen) months, whereby charging of fees and other costs is not considered as activity on the Account.
- 18.5. The Bank may unilaterally terminate the Blanket Agreement without notice if, based on available information and analyses, it assesses that the Client is violating the provisions of the Blanket Agreement or applicable regulations and is damaging the Bank's reputation through its operations.
- 18.6. In the event of non-fulfillment of the Client's obligations defined in the Blanket Agreement (e.g., the obligation to provide documentation/information in accordance with Article 3.6 of these General Terms and Conditions), the Bank reserves the right, with prior notification to the Client, to withhold the provision of the service of executing Payment Orders on the Account and/or the execution of other services under the Blanket Agreement until such obligations are fulfilled by the Client, all within the deadline stated in the Bank's notification. If the Client does not fulfill such obligations even within an additional period, this shall be considered a serious breach of the provisions of the Blanket Agreement, and the Bank will unilaterally terminate the Blanket Agreement without notice.
- 18.7. The Bank may unilaterally terminate the Blanket Agreement without notice:
- if the Client or an Authorized Person is a Sanctioned Person / Subject to Sanctions or violates sanctions;
 - if the Client or Authorized Person breaches obligations from the Blanket Agreement on Payment Services

- regarding Sanctions or if the Client's statements regarding Sanctions are not accurate, complete, and true;
- if a request / lawsuit has been filed, or an action has been taken, or an investigation or proceeding has been initiated against the Client or any of their Authorized Persons or managers, representatives, or employees, or any related person, in connection with or for the application of Sanctions by the Sanctions Authority;
 - if the Client or Authorized Person acts contrary to the Bank's rules, principles, or policies (such as the Risk Appetite Statement at Erste & Steiermärkische Bank d.d. published on the Bank's website, which forms an integral part of the Blanket Agreement).

In any of the above cases, if it arises from the actions or status of an Authorized Person, the Bank may disable the Authorized Person from acting based on the Signature Card, of which the Bank will inform the Client, to the extent permitted by applicable regulations, so that the Client can provide the Bank with a new Signature Card.

- 18.8. The Bank may unilaterally terminate any Blanket Agreement, whether it was concluded for a definite or indefinite period, without stating reasons, with a notice period of 30 (thirty) days.
- 18.9. The Bank may unilaterally terminate the Blanket Agreement, whether it was concluded for a definite or indefinite period, upon learning of the deregistration of a trade business, with a notice period of 30 days.
- 18.10. The Bank may terminate the Blanket Agreement without notice if the Client fails to provide, upon the Bank's request, documentation necessary to determine the Client's tax status in the United States (the so-called FATCA status)¹ and declarations, consents, and other documentation in accordance with CRS regulations².
- 18.11. In the event of unilateral termination of the Blanket Agreement by the Bank, the Bank will send the Client a statement of unilateral termination, and the termination takes effect at the moment of sending, except in cases when the termination occurs by operation of law.
- 18.12. The Bank is authorized to charge a fee for Account closure in accordance with the Fees for Payment Services in Business with Legal Entities, which fee is independent of the duration of the Blanket Agreement.
- 18.13. The Blanket Agreement is terminated to the other contracting party in writing at the last known contact address, and the notice period begins on the day the registered mail is handed over at the post office.
- 18.14. In the event of termination of the Blanket Agreement, the Client is obliged to fully perform all obligations arising from the Blanket Agreement up to the date of termination of the Blanket Agreement.
- 18.15. In the event of termination of the Blanket Agreement at the Client's request, the Client undertakes to provide the Bank with the Client's account number to which the Bank will deposit the funds found in the Account at the time of its closure. If the Client has not indicated the Client's account number to which the Bank will forward any future payments (in the case of a legal successor), or if the Blanket Agreement is terminated based on termination or cancellation by the Bank, all possible future payments to the closed Client's Account will be returned by the Bank to the payer.
- 18.16. The Bank is not obliged to comply with the Client's request for Account closure and termination of the Blanket Agreement if the Client has overdue unsettled obligations towards the Bank or is obliged to return items that are the property of the Bank, and the Client has not legally ceased to exist.
- 18.17. If the Client has concluded several individual Agreements with the Bank, the termination of one Agreement will not lead to the termination of the other Agreements.
- 18.18. The Blanket Agreement terminates on the day the Bank learns of the cessation of the Client's existence or cessation of business activity or freelance profession by the Client, a natural person who was independently engaged in a business activity or freelance profession, of which circumstance the Client is obliged to inform the Bank without delay, or upon the death of such natural person.

19. Complaint Submission Procedure

- 19.1. If the Client believes that any of their rights have been violated in the business relationship with the Bank, they may submit a substantiated written complaint to the Bank at its business address or by mail to: Erste&Steiermärkische Bank d.d., Service Quality Management Team, Zagreb, Ivana Lučića 2 or by e-mail at vasemisljenje@erstebank.hr, or submit a written complaint at any Bank branch office marked as a complaint. Bank employees will forward the complaint to the organizational unit responsible for resolving the specific type of complaint.
- 19.2. The complaint must contain a detailed description of the event/situation and, if possible, evidence supporting that the complaint is justified. If the description of the event/situation and/or the evidence provided is incomplete, the Bank may request that the Client supplement the complaint, and the Bank shall not be responsible for any harmful consequences of an incomplete complaint.

¹ FATCA (Foreign Account Tax Compliance Act) is a law aimed at preventing U.S. taxpayers from using foreign accounts to avoid paying taxes. A person is considered to have the status of a U.S. taxpayer if indicators are identified that make this law applicable to that person. The text of the law is available at www.irs.com.

² CRS (Common Reporting Standard) is a common standard for the automatic exchange of information on financial accounts with the aim of taxing financial assets associated with another country with which the Republic of Croatia has concluded an agreement on automatic data exchange. The automatic exchange of data in the Republic of Croatia is prescribed by the Law on Administrative Cooperation in the Field of Taxation.

- 19.3. The Bank will respond to the complaint and/or notify the Client of the measures and actions it is taking in writing or on another Durable Medium within ten (10) days. Exceptionally, if the Bank cannot provide a response within ten (10) days due to reasons beyond the Bank's control, it will provide the Client with a provisional response stating the reasons for the delay and the deadline by which the Client will receive a final response, which shall be no later than 35 days from the date the complaint was received.
- 19.4. The Bank designates the bodies responsible for handling complaints and their competencies.
- 19.5. The Client may also direct a complaint to the Croatian National Bank.
- 19.6. A Client who believes that the Bank is not complying with any provision of Regulation (EU) No. 2021/1230, Regulation (EU) No. 260/2012, or Regulation (EU) No. 2015/751 may:
- submit 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 of receipt. Exceptionally, if the Bank cannot provide a response within ten (10) days due to reasons beyond its control, it will provide the Client with a provisional response stating the reasons for the delay and the deadline by which the Client will receive a final response, which shall be no later than 35 days from the date the complaint was received;
 - submit a complaint to the Croatian National Bank.
- 19.7. To resolve any disputes that may arise concerning the application of Regulation (EU) No. 2021/1230, Regulation (EU) No. 260/2012, or Regulation (EU) No. 2015/751, the Client may initiate proceedings before an independent alternative dispute resolution body, such as the Mediation Centre of the Croatian Chamber of Economy, Zagreb, Rooseveltov trg 2, www.hgk.hr, in which proceedings the Bank will participate.

20. Transitional and Final Provisions

- 20.1. The laws of the Republic of Croatia shall apply to the relationships, mutual rights, and obligations of the Client and the Bank.
- 20.2. For the resolution of any disputes arising from the business relationship between the Client and the Bank, the court having subject-matter jurisdiction at the seat of the Bank shall have local jurisdiction unless expressly agreed otherwise or if the exclusive jurisdiction of another court or competent authority applies.
- 20.3. The provisions of these General Terms and Conditions shall enter into force on October 5, 2025, and shall replace the General Terms and Conditions for Maintaining Transaction Accounts and Providing Payment Services for Business Entities dated December 23, 2024. 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 referred to in Article 17.1 of these General Terms and Conditions shall be deemed completed if it has been published on the Bank's website.
- 20.4. These General Terms and Conditions shall apply to agreements concluded prior to their entry into force.
- 20.5. For all matters not regulated by these General Terms and Conditions, the General Terms and Conditions of Erste&Steiermärkische Bank d.d. for Business Entities shall apply.

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