

GENERAL OPERATING TERMS

of Privredna banka Zagreb d.d. for Transaction Accounts and Performance of Payment and Other Services for Non-Consumers

Article 1

In accordance with the payment system regulations currently in effect, these General Operating Terms for Transaction Accounts and Performance of Payment and Other Services for Non-Consumers (hereinafter: the General Terms or Terms) shall regulate rights and obligations of Privredna banka Zagreb and Users of payment and other services concerning the opening and managing of non-consumers' transaction accounts, disposal of funds held therein, supply of information to Users about changes in transaction accounts, calculation of fees and interest, performance of other services associated with a transaction account, closing of a transaction account, performance of national, cross-border and international payment transactions, as well as other foreign exchange transactions in conformity with foreign exchange regulations and other effective legislation.

These General Terms shall not apply to natural persons – consumers, irrespective of whether they are residents or non-residents, whose business transactions with the Bank are regulated by the General Operating Terms of Privredna banka Zagreb d.d. for Retail Payment Transactions.

I GENERAL PROVISIONS

Article 2

Definitions

(1) For the purposes of these General Terms, individual terms specified below shall have the following meanings:

"Bank"

Privredna banka Zagreb d.d.
10000 Zagreb
Radnička 50
Republic of Croatia
Phone: ++385 1 63 60 000, 0800 729 266
Fax: ++ 385 1 485 26 24
Email: com@pbz.hr
Internet page: www.pbz.hr
BIC/SWIFT: PBZGHR2X
IBAN: HR64 2340 0091 0000 0001 3
TAX ID No.: 02535697732

The list of Bank's branches and offices as well as their contact addresses are available on the web pages of the Bank or on the Bank's customer service premises.

The Bank performs its business activities under the operating licence issued by the Croatian National Bank (hereinafter: CNB), which acts as the supervisory body in charge of supervising the Bank's operation, and is to be found on the list of credit institutions published on the CNB Internet site (www.hnb.hr).

The Bank is registered i.e. entered in the companies register with the Commercial Court in Zagreb under the registration number: 080002817.

"User"- the user of payment and other services referred to herein – non-consumer, i.e. a legal entity or a natural person operating within his/her line of business or as a self-employed professional, who/which, in accordance with foreign exchange regulations, may have the status of a:

a) Resident:

- legal entity having its head office in the Republic of Croatia, excluding its foreign branches,
- state authority with the head office in the Republic of Croatia,
- government administration body with the head office in the Republic of Croatia,
- branch of a foreign company and sole trader, entered in a relevant register kept by the competent government authority or administrative body in the Republic of Croatia,
- diplomatic and consular missions and other representative offices of the Republic of Croatia abroad, financed from the budget,
- natural person residing/domiciled in the Republic of Croatia and operating within his/her line of business or as a self-employed professional, and other non-consumers;

or

b) Non-Resident:

- legal entity having its head office abroad, excluding its branches in the Republic of Croatia,
- representative office of a foreign legal entity in the Republic of Croatia, if the foreign legal entity has its head office outside a Member Country,
- sole trader, craftsman and other private individual i.e. natural person domiciled or residing abroad, who are self-employed and engage in a registered business activity,
- foreign diplomatic and consular missions in the Republic of Croatia and other extraterritorial organisations and bodies operating on the territory of the Republic of Croatia under bilateral or multilateral international agreements ratified by the Republic of Croatia,
- branch of a resident company operating abroad,
- foreign associations and other foreign organisations.

In the event that the regulations which govern the status and/or the content of the term "resident" or "non-resident" or the term "non-consumer" undergo changes during the validity period of these General Terms, these changed regulations shall apply to the status and the content of the terms "resident/non-resident" or the term consumer.

"Contract" – Contract on the opening and managing a transaction account and performing payment and other services;

"Framework contract" comprises:

- Contract,
- Separate agreement on other payment services and/or other services, if such an agreement has been concluded pursuant to Article 19 hereof,

- Request for opening and managing a transaction account (filled out using the Bank's standardised form)
- Signature Card i.e. Registration of Signatures (filled out using the Bank's standardised form)
- Cut-Off Time (Time of receipt and execution of payment orders)
- General Operating Terms of Privredna banka Zagreb for Transaction Accounts and Performance of Payment and Other Services for Non-Consumers
- Principles for determining interest rates and the method and dynamics of calculating interest on loans and deposits of PRIVREDNA BANKA ZAGREB – DIONIČKO DRUŠTVO (hereinafter: the Principles)
- Excerpt from the currently valid decision on interest rates of the Bank (the currently valid decision is the Decision on interest rates of Privredna banka Zagreb in transactions with legal entities) (hereinafter: the Decision on interest rates)
- Excerpt from the currently valid decision on the Bank's fees (currently valid decision is the Decision on fees in transactions with domestic and foreign business entities, private individuals and financial institutions) (hereinafter: the Decision on fees).

"Payment transaction" means depositing, withdrawing or transferring of funds, initiated by the payer or by the payee;

"Payment instrument" means any personalised device and/or set of procedures agreed between the User and the Bank, and applied by the User for initiation of a payment order;

"Unique identifier" – a combination of numbers, letters or symbols defined by the payment service provider and supplied to the User, which must be stated by the User in order to clearly identify the other payment system User and/or the other User's payment account used in a payment transaction. For the purposes of these General Terms, the number of the Transaction account shall be deemed to be the Unique identifier;

"Ref. No." or "reference number" [in Croatian: "PNB" or "poziv na broj"] means a reference number which is entered under HR reference in payment orders in order to provide a more clear explanation of a payment, and which is stipulated by the document of the Financial Agency "Unique overview of the basic *reference number*" models - which includes the model description, the model content and the explanation for their implementation as well as the method of calculation of the control number"; by the Decree on the manner of collection of budget revenues, mandatory contributions and revenues for financing other public needs, and by the Contributions Rulebook, as amended;

"SEPA" means the Single Euro Payments Area i.e. the area in which legal and natural persons can make and receive payments in euro within the European Economic Area (which, as of the date of entry into force of these General Terms, consists of the EU Member States, Iceland, Liechtenstein and Norway) and Switzerland, Monaco and San Marino, under the same basic conditions, and having the same rights and obligations, regardless of the location in which they are situated and regardless of whether this concerns national or cross-border payments;

"SEPA credit transfer" means a payment service in which banks and other payment service providers execute credit transfers (transfers of funds) in euro between users' payment accounts within the SEPA area, following the standardised rules and procedures. A payment order must have the characteristics of a SEPA credit transfer in order to be executed as a SEPA credit transfer;

"Foreign currency" means any currency other than the domestic i.e. local currency (monetary unit of the Republic of Croatia);

"Third country" means a foreign country that is not a signatory i.e. a contracting party to the Agreement on the European Economic Area;

"Member State" is a foreign country that is a contracting party to the Agreement on European Economic Area;

"FATCA" is the USA regulation standing for: Foreign Account Tax Compliance Act (Act on meeting tax obligations concerning accounts held with foreign financial institutions). In conformity with the FATCA regulation (the wording of the regulation is available on www.irs.com) which is intended to prevent American tax payers from avoiding payment of taxes, and according to the obligations to be assumed by the Republic of Croatia under the international agreement¹, financial institutions that have their registered offices in the Republic of Croatia are obligated to identify US subjects and to report on particular accounts and provide data within the scope of the FATCA implementation;

"CRS or Common Reporting Standard" means a standard for mandatory automatic exchange of information in the field of taxation, defined within the EU by the Council Directive 2014/107/EU of 9 December 2014 amending Directive 2011/16/EU as regards mandatory automatic exchange of information in the field of taxation, with which EU Member States have to comply and apply it from 1 January 2016. The above-mentioned legislative act requires the institutions in the Republic of Croatia to identify and report to the Croatian Tax Authorities the tax residence (which may be multiple) for all clients that possess and hold financial assets with these institutions, and to exchange data."

"International payment transaction" means the payment transaction the execution of which involves two payment system providers, of which one payment service provider (either payer's or payee's) operates in the Republic of Croatia, whereas the other payment service provider (either payer's or payee's) operates according to third country regulations;

"National payment transaction" means the payment transaction the execution of which involves the payer's payment service provider and the payee's payment system provider or just one payment system provider operating in the Republic of Croatia;

"Cross-border payment transaction" is a payment transaction the execution of which involves two payment system providers, of which one payment system provider (payer's or payee's) operates in the Republic of Croatia, while the other payment system provider (payer's or payee's) operates according to regulations of another member state;

"Payment order" is the User's instruction sent to the Bank as the User's payment service provider, requesting the execution of a payment transaction;

"Business day" means a business day (other than Saturday, Sunday, a public holiday or holiday) on which the payer's payment service provider and the payee's payment service provider as well as all other participants in a payment transaction are open for business, so that the payment transaction in question can be executed;

"Time and date of order receipt" means the moment in a business day when the payment order is received by the Bank. Orders received during a current business day by the final time for the receipt of orders (excluding payment orders with a future value date), shall be executed the same business day. Order received after thus stipulated cut-off time shall be deemed to be received the next business day. Time and date of receipt of an order shall determine the business day on which the execution of order begins;

"Order execution date" means a business day when the order execution started and the payer's account is debited;

¹ FATCA reporting obligation shall become effective upon the entry into force of the **Agreement between the Government of the Republic of Croatia and the Government of the United States of America to Improve International Tax Compliance and to Implement FATCA**

"Payment transaction value date" means the date when the account of the payer's service provider is debited and/or the account of the payee's service provider credited. The value date, in relation to the date of execution, is defined in the document entitled "Time of receipt and execution of payment orders" (Cut-Off Time);

"PIN" means a secret personal identification number of the User's authorised person assigned by the Bank, which is known solely to that authorised person and is strictly confidential, serving for identification of the authorised person and for authorisation in transactions that require identification and authorisation via a PIN;

"IBAN" ("International Bank Account Number") is the number of a transaction account that has been opened according to the international ISO 13616 norm;

"Direct debit" is a payment service for debiting a payer's payment account, where a payment transaction is initiated by the payee on the basis of the payer's consent given to the payer's payment service provider, to the payee, or to the payee's payment service provider;

"HRK SDD Business to Business (B2B) Scheme" is the national payment scheme based on the application of uniform rules for the processing of SEPA direct debits in kuna in the Republic of Croatia, designed exclusively for non-consumers, in compliance with SEPA rules. The HRK SDD B2B Scheme Rules are available on the internet page www.sepa.hr.

"SDD Mandate" is a statement of consent given by a User (the User in the role of a **payer** in a Direct Debit transaction) which must contain all data and all provisions specified in the HRK SDD B2B Scheme Rules, and by signing this statement consent is given to another User (now the User in the role of a **payee** in a Direct Debit transaction) to initiate a Direct Debit order for debiting a transaction account of the User playing the role of the payer – the mentioned statement is at the same time regarded as giving consent (an authorisation) to the Bank and to the payer's bank to debit the transaction account of the User (the User playing the role of the payer in a Direct Debit transaction) with the amount of a Direct Debit;

"Direct Debit order" is an order for payment by a SEPA Direct Debit in kuna, executed by the payment service providers which operate in the Republic of Croatia;

"R-transaction" is a payment transaction which cannot be properly executed by a bank that participates in a Direct Debit transaction or which results in exception processing, inter alia, because of a lack of funds, revocation, a wrong amount or a wrong date, a lack of mandate or a wrong or closed account. R-transactions - some of which are, for example, Returns by the Payer's Bank, Reversals, Refunds for authorised/unauthorised transactions and Revocations - must be based on the correct i.e. exact amount in kuna of the original Direct Debit.

"Payment System Act" is the Payment System Act published in the Official Gazette *Narodne Novine* number 133/2009, 136/2012, including the amendments thereto adopted during the validity period of these General Terms.

"Bulk order" refers to a possibility to send several payment orders together, in electronically generated, standardized data file formats (e.g. ZN or pain.001 – ISO 20022 XML message format). The Bank shall support single debits as well as bulk debits to a transaction account in the execution of a "Bulk Order" ("bulk" means that a transaction account is debited once, with the total amount, while [a number of] payees' accounts are credited with relevant individual amounts. When generating bulk orders electronically, the User must obey the Bank instructions for the use of the bulk order service (these instructions explain the technical aspect of the provision of this service, of order rejection, as well as the order formats and standards which the Bank is entitled to change or to add new formats and standards, and also the execution of orders) that are made available on the web pages of the Bank (www.pbz.hr). The User agrees to any such amendments to the instructions - and fully accepts them, and also undertakes to keep track of the publication of the Bank instructions.

(2) The meanings of other terms are regulated in other relevant provisions hereof.

Article 3

Opening of a transaction account

(1) A transaction account is an account used for the execution of payment and other transactions, which shows record of money receipts, outlays and the account balance, in kuna and foreign currency, pursuant to the Contract concluded between a User and the Bank. Users may open transaction accounts with the Bank in kuna and/or foreign currency, which are held under the name of the User in question.

(2) The Bank may offer the User opening of the following types of transaction accounts:

- Account for regular operations
- Account for the performance of payment transactions of a User's organisation unit
- Special purpose account
- Special purpose account which is exempt from the execution/enforcement proceeding under the law – the User must supply the excerpt from the relevant law stipulating such exemption from execution/enforcement.

All the above-mentioned accounts are opened as multi-currency accounts, i.e. the account number (IBAN) is the same for kuna and for foreign currencies in which transactions will be carried out through the transaction account.

(3) Transaction accounts shall also be all accounts opened pursuant to the Contract on the opening and managing of a business account, Contract on the opening and managing non-resident accounts, as well as all accounts opened under the previously concluded contracts which regulate the relationship between the Bank/credit institutions that are or will be merged to the Bank on one side, and the User on the other side, in connection with the opening of a business or a foreign currency account, which have been concluded before these General Terms entered into force.

(4) The Bank shall open a transaction account on the basis of the User's written request that has been made using the Bank's standardised form which constitutes an integral part of the Contract (hereinafter: the Request), to which all legally prescribed documents should be attached, and [on the basis of] the signed Contract, upon completion of the process of identification of the User, i.e. of an individual acting as a legal representative of the User and of the persons who are authorised to dispose of funds in the User's transaction account.

(5) The Bank reserves the right to refuse the User's request for the opening of a transaction account without giving an explanation for its decision to refuse the request. The Bank shall provide the User with the written notice of the mentioned refusal, and shall, at the User's request, return to the User the original documents that have been submitted for the purpose of the opening of an account, and shall keep the copies thereof.

(6) These General Terms shall be applied together with the individual Contract concluded with the User. Should the individual Contract concluded with the User differ from the provisions hereof, the provisions of the individual Contract shall be applied.

Article 4

User identification and contract documents

(1) Prior to the signing of the Contract, the Bank shall supply the User with the text of the Framework Contract, so as to inform him/her about the rights and obligations of the User and the Bank deriving from the signing thereof. At the User's request, the Bank shall, during the validity term of the Framework Contract, promptly provide the User with the provisions of the Framework Contract.

(2) For the purpose of opening a transaction account, along with the Request, the User shall deliver to the Bank also the documents prescribed by law and relevant regulations, as well as those prescribed by special regulations that govern the identification procedure when a business relationship is established. The list of documents required to be delivered by the User is provided in the Request.

Apart from the documents listed in the Request, the Bank may request, for its own requirements or in case the regulations undergo changes, also the delivery of other documents from the User.

If the User has authorised a third party to take adequate legal action for and on its/his/her behalf, in connection with the opening of a transaction account at the Bank, the signature of the User's authorised representative on such authorisation, and on the power of attorney as well, should be certified by a notary public or other relevant body.

Exceptionally, the Bank may accept also the power of attorney issued by a non-resident User if its/his/her commercial bank confirms by an authenticated SWIFT message that the power of attorney has been signed by the person authorised by this non-resident User. The Bank shall have the discretionary right not to accept signature verification by a relevant authority or a correspondent bank from a country which is considered to be an off-shore zone or uncooperative jurisdiction.

(3) Should there be changes in the ownership structure, or any status-related or other changes associated with the User, the resident User shall duly deliver to the Bank, within 8 (eight) days from the date of change, a new decision from a relevant register on the approved registration of the said change, together with the excerpt from that register, and shall fill out the new form "Beneficial Ownership Statement" of the User.

As regards non-resident Users, such deadline shall be 30 days counting from the date of change, against User's presentation of relevant documents.

The person authorised by the User shall be held criminally and financially responsible for authenticity and timely delivery of the "Beneficial Ownership Statement" form to the Bank.

(4) The Bank shall be authorised to enter the changes of User's data in its databases (Bank's register) if such changes have been received from the User, or the Bank has learned about them from official registers (such as court, crafts and similar).

Authorised persons

(1) When opening a transaction account, or subsequently, the User shall be obliged to empower one or several persons, having legal capacities, to dispose of funds in the transaction account, who are obliged to deposit their signatures on the Bank's form – "Registration of Signatures", constituting an integral part of the Contract. The User shall grant the authorisation for the disposal of funds in the transaction account solely in writing, on the Bank's form – "Registration of Signatures".

(2) In order to dispose of funds in a non-resident's transaction account, the User's legal representative is obliged to deposit his/her signature using the Bank's form – "Signature Card", together with signatures of other authorised persons, if any.

The User shall be responsible for all personal data and contact information submitted to the Bank, as for himself/herself, so for authorised persons, such information being indispensable for accurate and secure providing of all payment and other services associated with transaction accounts, and shall be bound to update it and notify the Bank of any change therein (e.g. phone and cellular number, e-mail address, identity card number and other).

(3) The authorised person may perform transactions for and on behalf of the User in line with regulations, whereas such person's rights should not surpass the account holder's rights. The authorised person shall not be authorised, without a special power of attorney, to cancel the Contract and close the transaction account, transfer his/her powers to third parties, or change the operating terms applicable to transaction accounts.

(4) Authorisation for disposal of funds in account shall be cancelled by way of written revocation of the authorised person, written waiver of the authorised person, because of the authorised persons' death or loss of legal capacity, as well as on the basis of decisions made by other relevant bodies. Authorisation may be revoked also by delivering the new "Signature Card" i.e. Registration of Signatures using the Bank's form. As of the delivery of the new Signature Card, all authorisations from the previously delivered Signature Card shall be revoked. Revocation, waiver and a final and binding decision on the removal or limitation of legal capacity of the authorised person, as well as any other decisions of competent bodies, shall produce effect in relation to the Bank as of the time of their receipt by the Bank, and no later than the next business day following the receipt thereof.

The Bank shall not be held liable for possible damage that might be caused by the User's failure to timely notify the Bank of the revoked authorisation for the disposal of funds in account in the manner described in this Article.

(5) When a new legal representative of the User (person authorised to represent the User under the law), wishes to recall the authorised representative or appoint new one, he/she is obliged to prove his/her authorisation for representation with the decision on the registration of his/her appointment as legal representative in a court register with a competent commercial court or other relevant register of a competent government authority, if not otherwise prescribed by law.

(6) The authorisation for disposal of funds in a transaction account by using the electronic banking service and/or a debit card shall be granted and cancelled in the manner prescribed by separate agreements and/or special general terms regulating the mentioned services.

(7) The User shall be responsible for any authorised person's action and failure, and the Bank shall not be held liable to the User for any damage that might result from such actions or failures of authorised person.

(8) The Bank shall be authorised to prevent the disposal of funds in a transaction account if there is reasonable doubt about possible fraud or misuse by the User, an authorised person or a third party.

Article 6

Reporting, entrusting the performance of payment transaction to third parties, and data processing

(1) The Bank shall keep record of all changes in a transaction account and shall provide the User with the account statement, to be delivered by the Bank in accordance with the User's instructions specified in the Request. The statement shall be considered approved by the User if not contested within 60 (sixty) days as of the statement date.

(2) At the User's request, the Bank may issue also special confirmations for transactions in account and may charge a fee therefore defined by the Decision on fees.

(3) The Bank may, under a separate contract, entrust another institution with the performance of all or particular payment transactions described herein. All stipulations that, under these General terms, apply to the Bank shall adequately apply to the said institution as well. The Bank undertakes to notify the User of the name and address of the other institution entrusted with the performance of all or particular payment transactions.

(4) By signing the Contract, the User gives consent to the Bank to forward all the data obtained by the Bank during the performance of transactions envisaged by these Terms and the Contract, to the central data base of its group in the Republic of Croatia and abroad, and consents to data access and use by all group members.

(5) By signing the Contract, the User grants explicit consent to the Bank to take any action related to processing and exchange of his/her personal data specified in the Contract, as well as the data collected as required by regulations, and including also Tax ID number, which comprises the Bank's right to gather, store, record, organise, have insight into and transfer all personal data for the purpose of performing regular business activities of the Bank and its groups in the country and abroad, incident to the business relation with the Bank, to the effect of preventing money laundering and financing terrorism, of fulfilling the obligations referred to in FATCA regulation (identification of USA subjects and reporting thereon pursuant to effective provisions) and CRS regulation (collecting and exchange of data regulated by EU directive in the field of taxation, mandatory for EU member states), of discovering and investigation of frauds and misuses in payment system, and of dealing with objections, as well as to forward them to a legal entity of adequate organisation form, which may be established by banks in an aim to collect and provide data on total amount, types and timely settlement of individuals' and legal entities' obligations originated under any ground.

(6) By signing the present Contract, the User gives explicit consent to the Bank to deliver all notices, inclusive of those about the Bank's products and services, as well as notices of court proceedings, if any, originating under the Contract and/or General Terms, to the address indicated in the heading of the Contract or to the address supplied to the Bank in writing.

Article 7

Interest and Fees

A) Interest

(1) The Bank shall calculate and pay interest on funds in a transaction account at the rate determined by the Decision on interest rates and in the manner prescribed by the Principles. The Principles are available on the Bank's Internet pages and on the Bank's customer service premises.

(2) If the Bank grants a loan to the User – permitted overdraft in account, the amount of interest rate and fee, as well as calculation method and collection of interest rates and fees for such a loan, shall be regulated under a separate loan agreement to be concluded between the Bank and User.

(3) Non-resident legal entities with head offices abroad shall pay the withholding tax on interest earned in the Republic of Croatia, at the prescribed rate or at the rate specified in the Double Taxation Treaty, if such a Treaty has been entered into by and between the Republic of Croatia and the country of legal entity's residency, and applied thereby.

For the purpose of applying the Double Taxation Treaty, non-resident legal entities with head offices abroad shall be under the obligation to prove their residency to the Bank, in the manner defined by the Croatian tax regulations.

According to the Croatian tax regulations, in cases where the Double Taxation Treaty stipulates that interest is not subject to the payment of the withholding tax, non-residents shall provide evidence of their residency to the Bank with the Certificate of Residency issued by their state tax authorities.

As to the cases when the Double Taxation Treaty stipulates that the interest is subject to the payment of the withholding tax, but at the rate lower than the prescribed one, non-residents are obliged to fill out and deliver the Request for tax liability reduction to the Bank - the form issued by the Ministry of Finance of the Republic of Croatia – Tax Administration "Tax Liability Reduction Request" on which tax authorities of their country of residency will confirm their residency.

Non-residents shall deliver the Certificate of residency, i.e. "Tax Liability Reduction Request" form to the Bank prior to the capitalisation or payment of interest; if the capitalisation or payment is frequent on a yearly basis, the non-resident is obliged to deliver the Certificate of residency, i.e. "Tax Liability Reduction Request" to the Bank prior to the first capitalisation or payment of interest, and then once a year, i.e. every 12 (twelve) months.

B) Fees

(1) For the performance of payment transactions, the Bank shall charge the User a fee, under the present Terms and under the Contract, in compliance with the Bank's Decision on fees. Fees for certain types of services offered in the execution of payment transactions and in the provision of other services in dealing with legal entities shall be variable i.e. subject to change, and the currently applicable fees are available on Internet pages (www.pbz.hr) or on the Bank premises, in all its organisation units rendering customer services.

(2) Payment transactions in a transaction account are subject to the calculation of fees, as follows:

1. Fees for national payment transactions in the local currency

Fees for collection transactions and fees for the execution of payments in the local currency shall be calculated once a month, at the end of the accounting period (the end of a calendar month) and when closing the account. The invoice that includes the service description, the unit fee calculated for each service, the basis on which the fee is calculated (an amount/quantity) and the total amount of the calculated fee shall be delivered by the Bank to the User in the manner prescribed by the legislation currently in force. For payment of a fee, the User shall provide the cover in its/his/her transaction account and shall authorise the Bank to debit the User's transaction account with the amount of the calculated fee on the payment due date, by issuing the payment order for direct debiting of the User's transaction account, without the User's special consent being required. If the transaction account(s) lack(s) the cover in the local currency, but there are sufficient foreign currency funds that may cover the transaction, the Bank shall be authorised to collect the payment out of foreign currency funds, by converting them at the mean rate of exchange from the Bank's exchange rate list, valid on the fee collection date, where such exchange rate shall be regarded as the agreed exchange rate.

By way of an exception to the provision above, when executing orders in national payment transactions in the local currency, issued on paper or by fax via the Bank employees but not at the Bank counters, the Bank shall calculate and collect the fee from a *non-resident User* immediately, when executing the transaction. For that purpose, the User shall authorise the Bank to debit the User's transaction account with the amount of the calculated fee on the date of execution of payment orders described above, by issuing the payment order for direct debiting of the User's transaction account, without the User's special consent being required. In the case of such national orders by non-residents, which are issued at the Bank counters, non-residents shall be charged the same fee as residents.

2. Fees for other payment transactions

2.1. Fees for collection

Fees for collection transactions shall be calculated and collected per transaction, immediately - when executing the order, by direct debiting of the User's transaction account at the Bank. For that purpose, the User shall authorise the Bank to directly debit – by issuing the payment order - the User's transaction account with the amount of the calculated fee during the execution of the order, without the User's special consent being required. With regard to collection made in foreign currencies, the Bank shall calculate and collect the fee for rendering payment services by purchasing a portion of foreign exchange funds in the currency of collection, which (funds) are held in the User's transaction account, at the mean exchange rate for the relevant currency from the Bank's exchange rate list, valid on the fee collection date, where such exchange rate shall be regarded as the agreed exchange rate (if collection is made in foreign currencies). The basis for the fee calculation shall be specified in the Decision on fees.

As an exception, at the User's written request, the calculation and collection of the fee for collection transactions can be made on a monthly basis, at the end of the accounting period (the end of a calendar month). In the case of monthly calculation and collection of the fee for collection transactions, the Bank shall deliver an invoice in the manner prescribed by the legislation currently in force, which [invoice] shall include the service description, the unit fee calculated for each service, the basis on which the fee is calculated (an amount/quantity) and the total amount of the calculated fee. The basis for the calculation of the fee at the end of the accounting period (the end of a calendar month) shall be specified in the Decision on fees. If collection is made in foreign currencies, the fee amount shall be calculated by using the mean exchange rate for the relevant foreign currency from the Bank's exchange rate list, valid on the

date of execution of the transaction. For payment of the invoiced fee, the User shall provide the cover in the User's transaction account and shall authorise the Bank to directly debit – by issuing the payment order - the User's transaction account with the amount of the calculated fee, on the payment due date, without the User's special consent being required. If the transaction account(s) lack(s) the cover in the local currency, but there are sufficient foreign currency funds that may cover the transaction, the Bank shall be authorised to collect the payment out of foreign currency funds, by converting them at the mean rate of exchange from the Bank's exchange rate list, valid on the fee collection date, where such exchange rate shall be regarded as the agreed exchange rate.

If, in the case of payment orders with “OUR” option, the Bank fails to collect the fee from the payer's bank within 30 (thirty) days after the due date for fee payment, the Bank reserves the right to collect the fee from the User by directly debiting any account held by the User at the Bank, to which the User gives its explicit consent.

When a transaction account is closed, all uncalculated and/or uncollected fees for collection services shall be calculated and collected, if there are any such fees.

2.2. Fees for payment execution

Fees for the execution of payments shall be calculated and collected per transaction, immediately - during the execution of the order, by direct debiting of the User's transaction account at the Bank. For that purpose, the User shall authorise the Bank to directly debit – by issuing the payment order - the User's transaction account with the amount of the calculated fee during the execution of the order, without the User's special consent being required. The basis for the calculation of the fee which is payable immediately, during the execution of the order, shall be specified in the Decision on fees. The fee amount shall be calculated by using the mean exchange rate from the Bank's exchange rate list, valid on the calculation date.

As an exception, at the User's written request, the calculation and collection of the fee for the execution of payments can be made on a monthly basis at the end of the accounting period (the end of a calendar month). In the case of monthly calculation and collection of the fee for the execution of payments, the Bank shall deliver an invoice in the manner prescribed by the legislation currently in force, which [invoice] shall include the service description, the unit fee calculated for each service, the basis on which the fee is calculated (an amount/quantity) and the total amount of the calculated fee. The basis for the calculation of the fee at the end of the accounting period shall be specified in the Decision on fees. The fee amount shall be calculated by using the mean exchange rate for the relevant foreign currency from the Bank's exchange rate list, valid on the date of execution of the transaction. For payment of the invoiced fee, the User shall provide the cover in the User's transaction account and shall authorise the Bank to directly debit – by issuing the payment order - the User's transaction account with the amount of the calculated fee, on the payment due date, without the User's special consent being required. If the transaction account(s) lack(s) the cover in the local currency, but there are sufficient foreign currency funds that may cover the transaction, the Bank shall be authorised to collect the payment out of foreign currency funds, by converting them at the mean rate of exchange from the Bank's exchange rate list, valid on the fee collection date, where such exchange rate shall be regarded as the agreed exchange rate

If the User does not specify the account at the Bank from which the Bank should collect the fee for banking services, the Bank shall collect the fee by debiting the transaction account in kuna, and if there are no sufficient funds in that account, then the Bank may collect the fee by debiting any foreign currency component of the mentioned account or by debiting any other User's account held with the Bank. The same rule shall also apply to payment orders sent

abroad with "OUR" option, i.e. in cases when the User as the payer shall bear also all foreign bank charges.

In cases of the fee collection where the basis for the calculation is expressed in a foreign currency, and the fee is collected by debiting the account in a currency other than the currency in which the fee has been calculated, the mean exchange rate from the Bank's exchange rate list valid on the fee collection date shall be applied, and such exchange rate shall be regarded as the agreed rate.

When a transaction account is closed, all uncalculated and/or uncollected fees for collection services shall be calculated and collected, if there are any such fees.

2.3. Intermediary bank fees

Fees charged by intermediary banks for collection or execution of payment shall be borne by the User.

The User shall authorise the Bank to debit fees charged by intermediary banks from any account of the User held at the Bank, by issuing the payment order for direct debiting of any such User's account, without the User's special consent being required.

3. Other fees

The Bank shall calculate fees also for other transactions associated with the opening and managing of an account, for changes concerning the persons authorised to dispose of funds in an account and for other payment transactions and other operations that have not been mentioned herein, for which the calculation of a fee has been provided for by the Bank's Decision on fees.

The User authorises the Bank to debit, by issuing the payment order for direct debiting, without the User's special consent being required, any account of the User held at the Bank, also with all the fees charged by other banks that have been calculated and/or collected from the Bank for corrections and complaints related to payment transactions originated on the basis of the User's incorrect instructions.

C) Changes of interest rates and fees

The Bank shall reserve the right to change the level of interest rates and/or fees, as well as the method of their calculation and collection, by modifying the Decision on interest rates and/or the Decision on fees and/or the Principles, including also changes in titles of the above-mentioned documents or their respective replacement with another Bank's regulation, of which the Bank shall notify the User in writing or via telecommunication/electronic channels at least 15 days prior to the entry into force of such changes. It shall be deemed that the User has accepted the amendments to the above-mentioned documents if by the date of their entry into force the User has not notified the Bank in writing of its/his/her non-acceptance thereof.

Article 8

Issuing orders and giving consent to payment

(1) Payment order accuracy

The Bank shall make payment by debiting the User's transaction account only on the basis of a correct payment order issued by the User. The payment order shall be deemed accurate if it is an order that meets the following conditions:

- a) data in the User's payment order must be provided to the Bank in such a way that they are legible and accurate, specifically;
- for **national** payment transactions that represent transfers in the domestic currency, the following minimum data [must be provided]:
 - the User's (corporate) name and address, or the User's name and identification, or the User's name, address, and identification;
 - IBAN of the User;
 - amount and currency of a payment order (only the domestic currency is allowed);
 - the payee's (corporate) name and address, or the payee's name and identification, or the payee's name, address, and identification
 - IBAN of the payee;
 - Ref. No. [PNB] of the payer (HR reference) – it is defined by the payer for the purpose of tracking a payment transaction (it is passed on and is not changed throughout the entire course of order processing);
 - remittance information ["detalji plaćanja"] – reference number of the payee (HR reference) and the payment description;
 - requested execution date;

Non-mandatory data in this type of order, which the User may but does not have to enter (if these are entered in electronic orders, they must be correct, otherwise the Bank will reject the order), include the following:

- purpose/category purpose – the four-character code which denotes the purpose (e.g. payment of salaries);
-
- for **national** payment transactions that represent transfers in EUR, the following minimum data [must be provided]:
 - the User's (corporate) name and address, or the User's name and identification, or the User's name, address, and identification;
 - IBAN of the User;
 - amount and currency of a payment order (only EUR is allowed);
 - the payee's (corporate) name and address, or the payee's name and identification, or the payee's name, address, and identification
 - IBAN of the payee;
 - Ref. No. [PNB] of the payer (HR reference) – it is defined by the payer for the purpose of tracking a payment transaction (it is passed on and is not changed throughout the entire course of order processing);
 - remittance information ["detalji plaćanja"] – reference number of the payee (HR reference) and the payment description;
 - requested execution date;

Non-mandatory data in this type of order, which the User may but does not have to enter (if these are entered in electronic orders, they must be correct, otherwise the Bank will reject the order), include the following:

- purpose/category purpose – the four-character code which denotes the purpose (e.g. payment of salaries);
-
- for payment transactions that refer to withdrawing and depositing funds, the following data [must be provided]:
 - IBAN of the User;

- amount and currency.
- for **cross-border** payment transactions that represent transfers in EUR, the following minimum data [must be provided]:
 - the User's (corporate) name and address, or the User's name and identification, or the User's name, address, and identification;
 - IBAN of the User;
 - amount and currency of a payment order (only EUR is allowed);
 - the payee's (corporate) name and address, or the payee's name and identification, or the payee's name, address, and identification;
 - IBAN of the payee;
 - BIC of the payee's bank
 - requested execution date;

Non-mandatory data in this type of electronically generated orders, which the User may but does not have to enter (if entered, they must be correct, otherwise the Bank will reject the order) include the following:

- purpose/category purpose – the four-character code which denotes the purpose (e.g. payment of salaries);
 - Ref. No. [PNB] of the payer (HR or RF reference, or Proprietary [reference], or blank) - it is defined by the payer for the purpose of tracking a payment transaction (it is passed on and is not changed throughout the entire course of order processing);
 - remittance information ["detalji plaćanja"] – unstructured (the payment description) or structured (reference number of the payee (RF reference or Proprietary))
- for **cross-border** payment transactions in currencies other than EUR, for **national** payment transactions in currencies other than EUR, and for **international** payment transactions, the following minimum data [must be provided]:
 - the User's (corporate) name and address;
 - IBAN of the User;
 - amount and currency of a payment order;
 - the payee's (corporate) name and address;
 - IBAN of the payee i.e. the account number in the case of states that do not have IBAN;
 - BIC of the payee's bank/ if there is no BIC, then complete information on the payee's bank;
 - charge bearer option i.e. information on who shall bear transaction charges: SHAR (SHA) or DEBT (OUR) or CRED (BEN) – the option SHA (Share – sharing of charges) or the option OUR (Our – all charges shall be borne by the User) or the option BEN (Beneficiary – all charges shall be borne by the payee).

- b) there is full coverage in the relevant transaction account for payment of the amount specified in the order, in the currency of payment, or there is sufficient equivalent amount in another currency in the case of a Payment order that includes a currency conversion, and that there is also the cover for the fee charged for national payment transactions in foreign currency and for cross-border and international transactions in kuna and foreign currency (all amounts mentioned above hereinafter referred to as: the Full Coverage),
- c) that the order is fully, i.e. as regards its entire content, in line with the currently valid regulations and the Bank's by-laws, and that there are no legal obstacles to its execution,
- d) that the appropriate consent has been given for payment, in the manner specified herein.

The User agrees that the Bank may change the unique identifier of the payee specified in the received payment order issued by the User *only if* the payee, based on a special order and

authorisation provided for in the agreement on [the payee's] business cooperation with the Bank, determines its/his/her new unique identifier, different from that specified in the User's order. In that case, it shall be deemed that the payment order is correct and that it shall be duly executed provided that all the other terms and conditions for the execution of a payment order specified herein are met.

The User agrees that the Bank may change, omit from and/or add to the User's instruction the User's (corporate) name, address or identification on the basis of IBAN as the unique identifier, which shall all be done in accordance with the data from the Register of transaction accounts at the Bank that are registered under a given IBAN.

The Bank shall be entitled to add the data which the User has not entered in the instruction but which are necessary for populating the mandatory elements of an interbank message required for the execution of the order, and such adding shall by no means be considered an alteration to the User's instruction.

If, at the time of receipt of a payment order which was received electronically and which is correct in all its other aspects, the agreed Full Coverage in the transaction account is not provided by the cut-off time for receipt of orders on the day when the Bank should, according to the document "Cut-Off Time - Time of receipt and execution of payment orders" execute that payment order, the Bank shall reject the User's order because of the lack of coverage.

In the case of payment orders issued on paper, the Bank shall immediately return the payment order to the User and shall reject its execution unless the Full Coverage in the transaction account is provided.

Payment order that includes a currency conversion - payment orders generated electronically may be issued in such a way that the User may choose the option "Payment order that includes a currency conversion". The User is required, in that case, to define which currency component of its/his/her transaction account, which must be different from the currency of the payment order, the User exclusively wishes to debit with the Full Coverage amount. The Bank shall, when executing this type of order, first debit the Full Coverage amount from a specific account component, and then convert the funds in the currency of the payment order, or specifically:

- in the case of converting the domestic currency into a foreign currency, and vice versa, by direct conversion:
- in the case of converting a foreign currency into another foreign currency, first by conversion of a foreign currency (the Coverage currency) into the domestic currency, and then by conversion into the foreign currency needed for the order execution;

all in accordance with the Bank's exchange rate list, where foreign currency purchases are made at the buying exchange rate from the Bank's exchange rate list, and the selling exchange rate from the Bank's exchange rate list, valid as of the date of execution of the order, is applied to foreign currency sales. Immediately after the currency conversion, the Bank shall execute the payment order. The Bank, in this case, shall not take into consideration currency components of the transaction account OTHER THAN the one which the User has ordered to be debited, and shall reject the Payment order that includes a currency conversion if, in the selected currency component, there are no sufficient funds for the Full Coverage.

Important note: In the case of issuing a Payment order that includes a currency conversion it shall not be possible, regardless of the amount in question, to negotiate with the Bank the exchange rate to be applied to the conversion, nor shall any "Master Agreement on foreign currency purchases and sales" be applied, if the User has concluded it with the Bank; instead, the Bank's exchange rate list valid as of the date of execution of the order shall be exclusively applied. The Bank shall regularly publish the exchange rate lists that are available

electronically to the Users and are also made available at the Bank branch offices. The Bank shall be entitled to change the exchange rate list also during the day, and the User hereby agrees to be notified of the exchange rate via/in the account statement, after the execution of the transaction.

(2) User – resident may issue payment orders in the following way:

1. On paper – delivered to the Bank's tellers or via FINA
2. Electronic banking – via PBZ COM@NET service; via e-office as bulk order, mPBZ, PBZ365 (for natural persons engaged in their line of business or self-employment) and, by using subsequently introduced new Bank's services, if any, allowing the electronic issuance of payment orders
3. Global Cash Management – pursuant to a separate agreement concluded between the Bank and the User
4. At ATMs – for Visa Business Electron debit card users
5. At POS devices – for Visa Business Electron debit card users
6. By using other instruments/channels under a separate agreement and/or special general terms.

(3) User – non-resident may issue payment orders in the following way:

1. On paper
2. Electronic banking – via PBZ COM@NET service; via e-office as bulk order, and, by using subsequently introduced new Bank's services, if any, allowing the electronic issuance of payment orders
3. Global Cash Management – pursuant to a separate agreement concluded between the Bank and the User
4. At ATMs – for Visa Business Electron debit card users
5. At POS devices – for Visa Business Electron debit card users
6. By using other instruments/channels under a separate agreement and/or special general terms.

(4) Liability for data accuracy

The User shall be held liable for the accuracy and authenticity of data provided in the payment order.

If the User has indicated incorrect or invalid unique identifier on the payment order, the Bank shall not be responsible for incorrect performance of payment transaction.

If the User, next to the unique identifier, indicated in the payment order also other information referring to the payee, the Bank shall be responsible for payment order execution by taking into account only the unique identifier indicated by the User.

(5) Giving consent to payment

It shall be deemed that the resident User has given consent to payments as follows:

1. For the order issued on paper and delivered to the Bank counters or via FINA or, exceptionally, on the basis of a separate agreement, delivered to the Bank's organisation

- unit executing payments by order of Users – if it is signed by persons authorised to dispose of funds in the transaction account (and certified by the seal if so prescribed by the User in the "Registration of Signatures"), all in conformity with authorisations delivered to the Bank in the valid document "Registration of Signatures" (the exception being the order for payment of the domestic currency into the transaction account, in the case of which it is not mandatory that the order be signed by persons authorised to dispose of funds);
2. For orders issued by the User via electronic banking – in accordance with separate agreements and separate general terms under which certain electronic banking services are contracted and regulated;
 3. For the order executed by debiting the User's transaction account, by order of a foreign payment service provider using the Global Cash Management service, the consent shall be given in conformity with a separate agreement concluded between the Bank and the User;
 4. For the order given at ATMs or POS devices – consent shall be given in the manner prescribed by separate agreements and/or general terms contracted for Visa Business Electron debit card;
 5. For the order issued by way of other payment system channels, consent shall be given as prescribed in separate agreements and/or general terms of each individual product and/or service.

It shall be deemed that the non-resident User has given consent to payment as follows:

1. For the order issued on paper and delivered to the Bank counters or, exceptionally, on the basis of a separate agreement, delivered to the Bank's organisation unit executing payments by orders of non-resident Users, if it is signed by persons authorised to dispose of funds in the transaction account and certified by the seal only if so prescribed by the User in the "Registration of Signatures" all in conformity with authorisations presented to the Bank in the valid document "Registration of Signatures" (the exception is the order for depositing domestic currency into the transaction account, where it is not compulsory that the order is signed by the persons authorised to dispose of funds);
2. For orders issued by the User via electronic banking – in accordance with separate agreements and separate general terms under which certain electronic banking services are contracted and regulated;
3. For the order executed by debiting the User's transaction account, by order of a foreign payment service provider using the Global Cash Management service, the consent shall be given in conformity with a separate agreement concluded between the Bank and the User
4. For the order issued at ATM or POS device – consent shall be given in the manner prescribed by separate agreements and/or general terms contracted for Visa Business Electronic debit card
5. For the order given via other payment system channels, consent shall be given as prescribed in separate agreements and/or general terms of each individual product and/or service.

A payment transaction, for the execution of which the consent has been given as described above, shall be deemed to be the authorised payment transaction and it shall be deemed that the order for execution of such authorised payment transaction has been given by the User.

It shall be deemed that the Bank has acted with due care and that the performed payment transaction has been an authorised transaction, regardless of the channel of transaction initiation, until proven otherwise. The use of the Payment instrument for granting the consent shall be deemed positive proof of the User's identity, and the fact that the Bank has recorded the use of the Payment instrument shall be sufficient for the Bank to prove that it has acted

with due care, and that it shall not be responsible for the damage suffered by the User if an unauthorised transaction has taken place.

(6) Execution of Direct Debits in compliance with the HRK SDD B2B Scheme

A Direct Debit is a *payment service for debiting a payer's payment account* (for the purposes of defining the roles of parties to a direct debit in this paragraph, a **payer** involved in a Direct Debit transaction shall be referred to as the **User/Payer**), *where a payment transaction is initiated by the payee* (for the purposes of defining the roles of parties to a direct debit in this paragraph, a **payee** which has concluded a contract for the execution of Direct Debit orders with the Bank shall be referred to as the **User/Payee**, while all payment beneficiaries in general shall be referred to as payees) *on the basis of the payer's consent* (SDD Mandate) *given to the payer's payment service provider, to the payee, or to the payee's payment service provider.* Contractual relationships between payers and payees, which lie behind Direct Debit orders, are completely separated from a Direct Debit as a payment service, so the Bank does not have, nor is it entitled to have, any knowledge of such relationships and it shall not be held liable if a payee fails to issue or does not issue on time a Direct Debit order.

The Bank shall make it possible for the User/Payee, at its explicit request and if the Bank considers it justifiable from a business point of view, to generate Direct Debit orders on the basis of valid SDD Mandates, but only on condition that a separate agreement regarding the provision of such service has previously been concluded between the User/Payee and the Bank, in accordance with Article 19 hereof.

The User/Payer may give to the Bank the SDD Mandate(s) without concluding a separate agreement related to the provision of the service (for recurrent or one-off payments); the User/Payer may also take all related actions and provide statements that may be taken/provided in relation to the Bank according to the HRK SDD B2B Scheme Rules (e.g. complaints). Each payee shall be obliged to *put the User/Payer* - through an SDD Mandate - *under an obligation* to inform the payee of any change of payer-related data in the SDD Mandate, as well as *warn* the User/Payer that the User/Payer may initiate an amendment to the conditions of and the final revocation of the SDD Mandate only through the payee, since such notifications have no effect vis-a-vis the Bank.

The Bank shall not execute a Direct Debit order against the User/Payer' account at the Bank, unless the User/Payer has previously, and on time, delivered to the Bank an SDD Mandate. The Bank shall, prior to debiting the User/Payer's account, check if the SDD Mandate-related data received as part of a Direct Debit order sent by the payee **match** the data specified in the SDD Mandates received from and confirmed by the User/Payer. The Bank shall check only those Mandate-related data which are, under the HRK SDD B2B Scheme Rules, subject to mandatory checks, and if these necessary data match, then the Direct Debit order shall be considered unambiguously authenticated, in accordance with the regulations that govern payment transactions.

The persons specified in paragraph (5), items 1 and 2 of this Article may arrange the delivery of an SDD Mandate to the Bank, as well as take all other actions and provide statements related thereto (e.g. complaints and limitations referred herein below) in the name and for the account of the User/Payer, through payment channels designated by the Bank.

The User/Payer shall be obliged to inform the Bank of all amendments to and/or cancellations of SDD Mandates.

The User/Payer may instruct the Bank to impose limitations on the execution of Direct Debits (special conditions of the execution of Direct Debits), by limiting/allowing the execution of Direct Debit orders in the following manner:

- [by limiting/allowing their execution] up to a specific amount of each particular Direct Debit order;

- [by limiting/allowing their execution] up to a specific amount as regards individual Direct Debit orders originated by a specified payee;
- [by limiting/allowing their execution] in respect of all Direct Debit orders that become due on a specific date, and
- [by limiting/allowing their execution] in respect of individual Direct Debit orders originated by a specified payee that become due on specified dates.

The User/Payer may instruct the Bank to completely prohibit the execution of all Direct Debit orders against some or all of its transaction accounts.

The Bank shall, on the execution date, act in accordance with the limitations established by the User/Payer, and shall refuse Direct Debit orders which do not meet these special conditions of the execution, unless the User/Payer - before the end of the day preceding the debit date - removes a currently valid limitation, either on a one-off basis or completely.

The Bank shall refuse to execute a Direct Debit order also in case of the User/Payer's request for a one-off Refusal of a Direct Debit order, but only if such a valid and correctly completed request has been received by the Bank during a business day preceding the business day on which a Direct Debit must be executed, through electronic channels or on paper, at Branch Offices that offer business banking services.

If the execution of a Direct Debit order has been rejected, the order shall be deemed not received.

Under the HRK SDD B2B Scheme, which applies only and exclusively to non-consumers, just like these General Terms, a request for a Refund of an authorised/unauthorised transaction is not provided for and is not handled as such; instead, in connection with such a request made by the User/Payer, the procedure for resolving complaints shall be put in place, in accordance with the provisions of Article 16 of these General Terms, which completely rules out any refunds and any liability of the Bank for authorised transactions (for example, errors made by a payee while entering the amount or the execution date cannot give rise to liability on the part of the Bank, because they are not part of the Mandate nor of mandatory checks to be made by the Bank in the course of DD execution).

II EXECUTION OF PAYMENT TRANSACTIONS

Article 9

Execution of payments

(1) Payment execution time limits

The Bank shall execute received correct payment orders in accordance with terms and under conditions stated in the document "Time of Receipt and Execution of Payment Orders" ("Cut-Off Time"), constituting an integral part hereof and available on the Bank's internet pages or on the Bank's customer service premises.

The Bank shall execute orders received by the time of receipt indicated in the document "Cut-Off Time" on the same day. Orders received after the indicated time of receipt shall be executed the following business day.

The Bank shall be authorised to modify/supplement the document "Cut-Off Time" and to notify the User accordingly, under the same terms and in the same way in which it is authorised to amend these Terms.

The Bank shall not be liable for the extended execution period or non-execution of orders caused by measures taken in line with regulations on the prevention of money laundering and terrorism financing, and regulations on international restrictions and embargo measures, as well as international commitments to the prevention of money laundering and terrorism financing. The Bank has undertaken to implement, when making payments in the currency of the United States of America (USA) and/or when doing business with contracting parties from the United States, special US regulations related to the prevention of money laundering and terrorism financing as well as regulations on international restrictions and embargo measures, on condition that they are not contrary to the regulations currently in force in the Republic of Croatia, so that the Bank's relief from liability for the extended time of execution or for non-execution of orders caused by the implementation of the above-mentioned regulations shall also apply to the implementation of these regulations.

If the Bank independently comes to the conclusion that there is a suspicion of fraud or of fictitious data on business addresses, or if it suspects any abuse, money laundering and/or terrorism financing, the Bank shall be authorised to suspend and postpone payment execution, especially in the case of a payment and/or collection in the US currency, and shall request additional information and/or documents that it deems are necessary for making an assessment, without having to provide any special explanation of these requests. The methods and conditions i.e. requirements in accordance with which the Bank makes an assessment of the situation and ensures protection of its system and security of clients are constantly improved and supplemented, due to constant changes and improvements in the area of the prevention of money laundering and terrorism financing, and the Bank shall be entitled to refuse the execution of any payment and cancel a Framework Contract without any notice period, where cancellation shall be effective immediately, and close a transaction account if this is deemed necessary in cases referred to in this paragraph.

(2) Orders with future value date and providing cover for payment transaction

As regards the orders with future value date, the payment service User should provide sufficient cover in the transaction account to be available by the cut-off time for receipt of orders on the day indicated as the date of execution.

Payment orders with a future value date shall be executed on the indicated value date, with the value date of crediting the account of the payee's service provider, in line with the "Cut-Off Time" document, provided that the terms for the order execution referred to in Article 8 hereof are met.

(3) International and cross-border payment transactions

3.1. External payments

Payments to foreign countries may be effected by remittance, cheque, in foreign currency cash, documentary letters of credit, collection against documents and otherwise, in compliance with effective regulations.

The Bank shall perform external payments by debiting the transaction account, based on an accurate order and in conformity with the "Cut-Off Time" document that forms an integral part of these Terms.

3.2. Collection from abroad

Collections from abroad may be effected by remittance, cheque, documentary letter of credit and collection against documents, and otherwise, in conformity with effective regulations.

With regard to all collections from abroad or from other accounts of foreign legal entities, the Bank shall, upon receipt of the payment order from a foreign bank or foreign legal entity, inform the User (beneficiary), to whom the payment is made, about the foreign currency inflow, by way of the Account Statement.

Exceptionally, at the User's written request, the Bank shall notify the User of the received payment by sending a special notice during payment order processing and upon receipt of a foreign bank's or domestic bank's payment order. The User's account shall be credited as of the same value date as the date on which the Bank's account is credited, and funds in the account shall be available to the User (payment beneficiary/payee) after the receipt of the credit advice from the Bank, but not before the collection value date, which is the date when a foreign or other domestic bank has credited the Bank's account.

In the event that after receipt of the remittance, by the value date of the payment transaction, the Bank does not receive the cover for the remittance from abroad, i.e. a foreign bank withdraws and/or alters the order or blocks its execution, the Bank shall not process the incoming payment and shall accordingly be relieved of any responsibility or liability towards the User.

The Bank shall not be liable to the User for any damage deriving from exchange differences for the execution of order in the currency other than the original currency specified in the order, if such order was received by the payer's service provider or was required to make the conversion of incoming funds by itself, in line with currently valid regulations.

The Bank shall not be liable for the extension of the period for execution, or for non-execution of an order caused by measures taken in line with regulations that govern prevention of money laundering and terrorism financing, regulations on international restrictions and embargo measures, as well as those taken in line with international commitments to the prevention of money laundering and terrorism financing.

(4) Cash transactions / Collection in cash

Collection in foreign currency cash in favour of a resident or non-resident shall be performed in accordance with currently valid regulations.

In the event that the resident User, when depositing cash, does not have available documentation prescribed for this type of collection under export trade, the Bank shall take the foreign currency cash in interim deposit. However, the User shall not be allowed to dispose of funds until it delivers the required documents to the Bank.

Provisions referred to in the paragraph above shall not refer to non-resident Users, i.e. no restrictions to depositing cash shall apply to them. Exceptionally, for the depositing of cash, a non-resident User shall be obliged to deliver to the Bank, concurrently with the depositing of cash, a written order for the depositing signed by the User's authorised person, and to specify the data on the person who deposits the cash.

Non-resident Users may withdraw cash up to the amount of the available balance in the transaction account.

(5) Cover for the opening of irrevocable documentary letters of credit

The Bank shall not pay interest (cover account shall not be deemed client's transaction or deposit account) on paid cover for the opening of irrevocable documentary letter of credit.

Cover may be paid in the full amount of the order for the opening of an irrevocable documentary letter of credit, or in a partial amount, if the User has concluded an appropriate agreement with the Bank allowing the opening of a letter of credit without previous depositing of the cover amount.

(6) The Bank shall not be liable to the service User for possible damage caused by failed execution of the order, delays in the execution, or blockade of funds resulting from the implementation of regulations concerning the prevention of money laundering and terrorism financing and/or Bank's business policies, as well as due to subsequent cancellation of remittance resulting from the implementation of similar internal policies by other payment service providers participating in the remittance execution.

(7) Crediting the User's account

The Bank shall credit the User's account with the amount received from the payer's service provider or its intermediary with the value date of the crediting prescribed by the Payment System Act and other effective payment system regulations.

Article 10

Revocation of consent to payment

(1) The Bank shall, at the request of the payment service User, recall the payment order, but only if the User has recalled the electronically given payment order by i.e. before the cut-off time for receipt of orders on a business day preceding the business day in which the order is to be executed, in the manner which is stipulated in the instruction for a particular electronic banking service by means of which an order can be issued and recalled, which instruction is posted on the web pages of the Bank (www.pbz.hr).

(2) With regard to all other payment orders that have not been covered by the description in par. (1) of this Article, the Bank shall, at the request of the payment service User which must be sent to the Bank in writing, endeavour to the best of its efforts – if it finds the User's request to be justified and reasonable - to recall the payment transaction, either by itself or in cooperation with the payee's bank. The Bank does not guarantee that it shall, despite trying, succeed in returning the amount of the payment transaction to the User.

Article 11

Payment instrument blockade

(1) The Bank and the User may stipulate the option of initiating the payment order by using payment instruments, under a separate agreement. The Bank may issue separate general terms for such agreements.

(2) The contracts/agreements and special general terms referred to in paragraph (1) of this Article shall regulate the obligations and responsibilities of the User related to supply of information to the Bank about any loss, theft or misuse of a payment instrument or its unauthorised use, and the obligation to undertake measures for the protection of personalised safety features of payment instrument.

The User shall be responsible for and shall cover the damage for unauthorised payment transactions performed by means of payment instruments, which results from loss and/or theft or unauthorised use or misuse of a payment instrument up to the moment when the loss or theft or an unauthorised use of a payment instrument is reported to the Bank.

If not otherwise stipulated in a separate agreement and/or separate general terms, the loss or theft or an instance of unauthorised use or misuse of a payment instrument shall be reported in writing to the organisation unit responsible for managing business relationship with the User, or through the Bank's Call Centre (Call Centre phone numbers are published on the Bank's web pages).

(3) The Bank shall be authorised to block the payment instrument referred to in the paragraph above for reasons:

- 1) Concerning the payment instrument security (for example skimming);
- 2) Concerning suspected unauthorised use or use of a payment instrument with intended fraud;
- 3) If the Bank provides payment instrument service with a loan facility, referring to considerable increase of risk that the payer/User will not be able to meet the payment obligation.

The Bank shall, if possible, notify the User of the intended payment instrument blockade, before the actual blockade by phone and/or in writing or in some other appropriate way.

If it is not possible for the Bank to inform the User about the intended blockade before the actual blockade, the Bank shall do so upon the blockade of the payment instrument by phone and/or in writing or in some other appropriate way.

The Bank shall not be bound to notify the User of the payment instrument blockade if it is contrary to valid security reasons or if it contradicts the law.

(4) For reasons specified in paragraph 3, items 2 and 3 of this Article, the Bank shall be entitled also to cancel the contract, under which the payment instrument was issued, in writing, without any notice period. In that case, the User undertakes to pay to the Bank all the fees and expenses originating from the use of the payment instrument and return the said instrument with all the equipment handed over to the User by the Bank for the use thereof. For the same reasons the Bank shall be authorised to cancel the Framework Contract, in writing and without notice. In that case, the User undertakes to pay to the Bank all the fees and expenses originating from the use of the payment instrument and return such instrument with all the equipment handed over to the User by the Bank for the use thereof.

Article 12

Issuing payment orders via telecommunication/electronic channels

(1) Orders via electronic/telecommunication channels may be issued solely if a separate agreement is signed, regulating mutual rights and obligations associated with this way of issuing payment orders, that have not been regulated hereby.

(2) Issuing of orders for payment and transfer by fax shall not be regarded as issuing payment orders electronically/via telecommunication channels.

The Bank shall, by way of an exception, execute an order received by fax, in line with good business practice and shall, to the extent possible in such circumstances, verify the credibility and authenticity of contents and the ordering party's signature on the order and supporting documents, if any. In case of any misuse by the sender, the Bank shall not be liable to the User and/or third parties for any type of damage that might be caused by the receipt and execution of the order issued in such a way.

If the User delivers to the Bank also the original order that has already been sent by fax, the User shall clearly indicate that it is an original, to avoid double execution of payment. Otherwise, the Bank shall not be held liable for the damage that might be caused by double payment execution.

(3) During validity period of these General Terms, the Bank shall be entitled to decide, at own discretion, that the issuing of orders by fax is allowed only if the Bank and the User have entered into a separate agreement regulating mutual rights and obligations, and the cases and terms under which orders may be given by fax. Within a reasonable time period, the Bank shall notify the User of the effective date of the respective decision, to allow the User to adjust its/his/her business activities accordingly, or to sign a separate agreement with the Bank.

Article 13

Order refusal

(1) Should the Bank receive an incorrect order, it shall, in equal manner in which the order was received, within legally prescribed time limits, notify the User of the order refusal, of the reasons therefore and of:

- a) the procedure for correcting all errors that caused the refusal of order or
- b) inability to correct the errors if the order is incorrect as per Article 8 paragraph 1 item 3 of these General Terms.

(2) If the execution of payment was refused, the order shall be deemed not received at all.

(3) After the User eliminates the errors in the payment order and the order is considered to meet the terms of an accurate order referred to in Article 8 hereof, the corrected order shall be deemed the new order and the Bank shall execute it in conformity with these Terms.

(4) In case the order is refused, the Bank shall reimburse the paid in cover amount concurrently with the return of order, if not otherwise agreed or determined under effective regulations or relevant bodies' decisions.

(5) Should the Croatian National Bank or another relevant body prescribe the introduction of precautionary measures, the Bank shall not execute cross-border and/or external payment by order of the resident User, for as long as the precautionary measures remain in force.

Article 14

Transactions in foreign currency

(1) Selling foreign currency to the Bank

Foreign currency may be sold to the Bank in cases described here below:

(a) For kuna liquidity of the User, under conditions outlined hereinafter:

In answer to the User's written bid for the purchase of foreign currency and corresponding payment of the kuna equivalent, the Bank may pay out the kuna equivalent by crediting the transaction account of the User or of another institutional entity, in accordance with the received instructions, providing that this is not contrary to regulations that govern execution/attachment of funds and payment system regulations.

In cases of the conversion of foreign currency into kuna, up to the kuna equivalent specified on the Bank's exchange rate list, the applicable rate shall be the buying rate from the Bank's exchange rate list for the relevant currency, valid on the payment date, or the contracted exchange rate as per the Deal Confirmation of the Bank's Treasury, if the User has concluded the "Master Agreement on foreign currency purchases and sales" with the Bank.

With regard to all sales of foreign currency exceeding the kuna equivalent specified on the Bank's exchange rate list, the applicable rate shall be only the contracted exchange rate as per the Deal Confirmation of the Bank's Treasury.

The acceptance date of the User's bid shall be considered to be the date when the kuna equivalent of foreign currency funds has been credited to the transaction account of the User or of other payee.

The Bank shall execute the received and accepted bids (bid offers) in conformity with time limits specified in the document "Cut-Off Time – Time of receipt and execution of payment orders", which forms an integral part hereof.

In the event that the Bank, for any reason, does not accept the User's bid offer, it shall provide the written notice thereof within maximum 3 working days from the receipt of the offer.

(b) For the settlement of amounts due to the Bank, under conditions outlined hereinafter:

The User agrees that the Bank shall collect all due and payable obligations of the User towards the Bank under any legal undertaking/deal, by placing the order on the part of the Bank for the payment thereof to be made by direct debiting of all transactions accounts held by the user with the Bank, without further User's consent. Foreign currency claims shall be recovered in equal currency. If the claims in local currency are recovered from foreign currency funds in the User's transaction account at the Bank, debts are collected by purchasing foreign currency from the account at the buying rate from the Bank's exchange rate list valid on the debt due date, i.e. on the date of purchase if there were no funds available in the transaction account on the maturity date.

Exceptionally, for settlement of matured obligations concerning the fees charged for payment transactions, the Bank shall apply the mean exchange rate from the Bank's exchange rate list valid on the calculation day, i.e. on the service execution day.

If the User received a foreign currency payment after the maturity date of an obligation, the collection shall be made as of the value date of the payment received in the User's account, in compliance with effective regulations.

(c) For the settlement of debts to other business entities having obligations towards PBZ, if not contrary to regulations on executory seizure under a writ of attachment and payment system regulations, under conditions outlined hereinafter:

When foreign currency funds are remitted to the User's transaction account at the Bank, the User may sell the mentioned funds to the Bank at the buying exchange rate for the respective currency from the Bank's exchange rate list, up to the equivalent of the kuna amount specified on the Bank's exchange rate list, while in the case of the equivalent sum exceeding the specified kuna amount, only the contracted exchange rate from the Deal Confirmation of the Bank's Treasury shall be applied. At the same time, the User may give the order to the Bank to transfer the kuna equivalent of thus purchased foreign currency to the account of the User's creditor at the Bank, for the purpose of settling the creditor's obligations to the Bank.

(d) For the settlement of bank fees, under conditions outlined hereinafter:

Bank fees shall be calculated and collected in such a way that the fee specified in the Decision on fees is calculated on the equivalent value of foreign currency amount serving as a base for the calculation of fee at the mean rate of exchange listed on the Bank's exchange rate list valid on the calculation date. In case that claims under fees charged for foreign exchange transactions are collected by direct debiting of the User's transaction account at the Bank, foreign currency shall be purchased at the mean rate of exchange which shall be considered the agreed i.e. contracted exchange rate.

(2) Purchase of foreign currency

(a) As regards any purchase of foreign currency for the purpose of making payments to foreign countries and for making deposits to a transaction account, up to the equivalent of the kuna amount specified on the Bank's exchange rate list, the applicable rate shall be the selling rate for the respective currency from the Bank's exchange rate list, valid on the date of purchase, or the contracted exchange rate stated in the Deal Confirmation of the Bank's Treasury, if the User has concluded the "Master Agreement on foreign currency purchases and sales" with the Bank.

(b) As regards any purchase of foreign currency for the purpose of making payments to foreign countries and for making deposits to a transaction account, where the concerned amount

exceeds the equivalent of the kuna amount specified on the Bank's exchange rate list, the applicable rate shall be only the contracted exchange rate stated in the Deal Confirmation of the Bank's Treasury, unless agreed/contracted otherwise.

(c) External payment i.e. payment to a foreign country may be effected also if covered by a foreign currency or kuna loan granted by the Bank. The loan shall be disbursed as of the value date of payment made to the foreign payee.

(3) Foreign currency payments between residents

Payments and collection in foreign currency between residents in the Republic of Croatia may be executed only in cases provided for by laws and regulations.

Article 15

Disbursement of foreign currency cash for User's business needs

(1) The Bank shall grant the received requests for disbursement in foreign currency according to time limits and under the conditions specified in the table "Cut-Off Time - Time of receipt and execution of payment orders" , constituting an integral part hereof.

(2) When withdrawing cash, the User shall be under obligation to present the correctly filled out payment order, signed by the authorised person (and certified by the seal only if so prescribed by the User in the "Registration of Signatures").

(3) If cash is withdrawn by a person who is not authorised to dispose of funds in the transaction account, the order should specify the full name, number, date and place of issuance of the identification document of the person withdrawing cash.

III OTHER PROVISIONS

Article 16

Right to objection and liability limitation

(1) The User, as the payer or the payee, shall be entitled to raise an objection to the Bank with respect to the execution and/or transfer of orders within 60 (sixty) days from the date of the Account Statement, on which such a transaction was or should have been recorded. The right to object shall be exercised in writing, specifying the transaction identification number (reference), original amount and the value date of the payment or collection in question.

(2) For the purpose of these Terms, the objection shall imply only complaints to transactions resulting from the Bank's error in the procedure of payment execution, i.e. collection. All objections shall be delivered in writing to the Bank's organisation unit responsible for complaints for Users (name and contact data are available of the Bank's internet pages) or to the organisation unit responsible for managing relationship with the User, or through the Bank's Call Centre (valid phone numbers are published on the Bank's internet pages) or valid e-mail address of the Bank for customer complaints, published on the Bank's internet pages. The objection shall also specify the transaction number (reference), amount, and the value date of debiting/crediting transaction account.

(3) In case the User proves:

3.1 That the Bank has failed to duly execute, or has failed to execute the correct User's order given in conformity with the Framework Contract and regulations, the User shall be entitled to demand due execution of order or reimbursement of the amount of such untimely executed payment transaction from the Bank. In addition, the User shall be entitled to request the refund of fees collected for an untimely executed payment transaction, as well as payment of interest due to the User in connection with failure to execute in due time the payment transaction, or in connection with non-execution of the payment transaction;

3.2 That the Bank has executed an unauthorised payment transaction, the User shall be entitled to demand from the Bank the refund of the executed unauthorised payment transaction amount, refund of collected fees for the executed unauthorised payment transaction, payment of interest due to the User in connection with the executed unauthorised payment transaction and payment of the difference up to full indemnification, in accordance with general rules for damage liability.

(4) The User shall be deprived of the rights referred to in paragraph (3) of this Article, if it/he/she failed to inform the Bank about non-execution or untimely execution of an order or about the executed unauthorised payment transaction, and if the User failed to prove the facts referred to in paragraph 3 of this Article, no later than within 60 days from the date of the Account Statement in which such transaction was or should have been recorded.

(5) The Bank is required to reply to the objection within the time period prescribed by the Payment System Act (currently, the prescribed time limit is no later than within 7 business days from the receipt of an objection).

(6) The User shall be entitled to lodge a complaint about the Bank's performance of payment transactions with the Croatian National Bank, in conformity with provisions of the Payment System Act.

(7) The User shall be entitled to lodge a complaint with the Bank, within time limits and in the manner described in the previous paragraphs of this Article, if it/he/she deems that the Bank disobeys the Directive 924/2009/EC or Directive 260/2012/EU, provided that provisions of the mentioned Directives apply in the Republic of Croatia. The Bank shall provide a reply to the complaint within the time period prescribed by the Law on the implementation of EU Payment System Directives (currently prescribed time period is no longer than 10 days from the receipt of a complaint). The User shall be entitled to submit a complaint to the Croatian National Bank about the Bank's actions, if it/he/she deems that the Bank has acted contrary to the Directive (EC) No. 924/2009 or Directive (EU) no. 260/2012 or Article 4, paragraphs 2 and 3, or paragraph 4 of the Law on the implementation of EU Payment System Directives, provided that provisions of the mentioned Directives apply in the Republic of Croatia.

(8) The Bank's responsibility for inability to perform transactions under the present Terms shall be ruled out in cases when the Bank cannot, due to the application of other provisions, perform transactions hereunder, or due to extraordinary and unforeseeable circumstances representing objective disruptions in the performance of subject transactions. Disruptions imply all events and actions that make difficult or prevent the performance of payment transactions, which are caused by force major, war, riots, terrorist attacks, strikes, interruption of telecommunication lines and contacts, cessation of functioning or irregular functioning of the National Clearing System, Croatian Real Time Gross Settlement System, Financial Agency, other payment systems and/or SWIFT, and all other events, the occurrence of which cannot be attributed to the Bank.

The Bank shall neither be liable for non-execution nor untimely execution of payment transactions or execution of unauthorised payment transactions in the following cases:

- if the execution of an unauthorised transaction, non-execution and/or untimely execution of a payment transaction is the consequence of the User's fraud, fraud of its authorised persons or if the User or its authorised persons do not meet the obligations under these General Terms and contracts and/or separate general terms that regulate handling of payment instruments, in connection with taking of measures for the protection of personalised payment instrument features;

- if it is established that the User's payment order is counterfeit;

- in the segment for which the User is responsible in conformity with Article 11 of these General Terms, if the execution of an unauthorised payment transaction is the consequence of the use of a stolen or lost payment instrument or misused payment instrument.

(9) If funds have been paid to the User's transaction account without legal grounds, the User shall be required to return them to the payer.

(10) The User shall not be entitled to reimbursement of funds from the Bank for the executed authorised payment transaction debited against the User's account that has been initiated by, or through, the payee. The User may request the reimbursement of funds from the payee.

The initiation of a payment transaction by the payee to be debited from the User's transaction account shall be regulated under a separate agreement with the Bank.

In conformity with these General Terms, the Bank shall be authorised to initiate/submit the order for payment to be effected by debiting the User's transaction account for the purpose of settlement of any matured User's obligation to the Bank under any contractual relationship.

(11) The Bank shall not be held liable in cases when, due to the implementation of the money laundering and terrorism financing prevention measures, in accordance with effective laws and accompanying regulations that stipulate measures and actions for preventing money laundering and terrorism financing, and for implementing embargoes, or due to the fulfilment of obligations under the FATCA and/or CRS regulation, the Bank refuses to execute or cancels the execution of payment or collection, or if for the same reason it extends the time limits specified in the document "Cut-Off Time".

At the request of the Bank, the User shall be obliged to deliver, along with a correctly and completely filled out order, also additional data/documentation for the implementation of measures referred to in the previous paragraph. If the User refuses to act upon the Bank's request, the Bank shall not be held liable in case it refuses to execute, or cancels the execution of payment or collection, or if it extends the time periods specified in the document "Cut-Off Time" for the same reason.

Article 17

Disposal of funds in transaction accounts; Approval of overdrafts

(1) The User may dispose of funds in the transaction account (cash and non-cash, observing the prescribed limitations) by using disposal instruments in accordance with legal provisions and subordinate legislation and the Bank's by-laws up to the amount of the transaction account balance, i.e. up to the amount of cover. The cover in the transaction account implies the balance in account as at the previous day plus inflow during the day, plus funds under loan agreement with the Bank on the permitted overdraft in account referred to in the next paragraph of this Article, and less the payment in that day made by the time of cover determination.

Instruments for disposal of funds in the transaction account include: correct payment orders, orders on magnetic media accompanied by respective consent, electronic orders under a separate agreement with the Bank and other instruments in compliance with effective laws.

The User may submit transfer (cashless) payment orders for execution on that same day when the execution is required or in advance, according to the „Time of receipt and execution of payment system order“ document . For transfer payment orders, orders for cash disbursement and orders for calculation, consent shall be given in conformity with Article 8 hereof.

(2) The Bank may, pursuant to its by-laws, approve i.e. enable the User the use of funds in excess of the available balance in the transaction account by granting a loan – an authorised overdraft of the account, which is regulated by a separate agreement signed by the Bank and the User.

The Bank shall be entitled to deny the use of loan and cancel the loan agreement in cases referred to in the next paragraph of this Article.

(3) The Bank, too, may dispose of funds in a transaction account, without the User's consent, on the basis of orders received from the Financial Agency in conformity with the Act on Executory Seizure under a Writ of Attachment, as amended, and also on the basis of orders received from other competent bodies, in accordance with effective regulations.

(4) Collection under bills of exchange and cheques shall be made in conformity with effective regulations.

(5) By signing the Contract, the User explicitly and irrevocably authorises the Bank, without any further consent or approval, to recover any matured debt in the amount owed under any relationship with the Bank, by direct debiting all the User's accounts open with the Bank, and particularly in the following cases:

- for the purpose of correcting obvious errors that might occur in the fulfilment of obligations under the Master Agreement or
- when the User's account is credited, and there is no cover at the Bank corresponding to the credited amount.

If the User's account is credited based on the order for which the Bank receives the information from the payer's bank that it is the case of an unauthorised order, or if the Bank suspects an instance of fraud or misuse, the Bank reserves the right to prevent disposing of such disputed funds in the transaction account.

(6) The User shall not be allowed to pledge or assign receivables that could be claimed at any time, under any transaction account or deposit account (time deposits) opened/held at the Bank, without the Bank's prior written consent.

(7) All changes in a transaction account shall be value dated as of the order execution day.

Article 18

Time deposits

(1) The User may make time deposits using the funds in the transaction account, under a separate agreement signed with the Bank. If the funds are used for time deposits and are pledged as security for the Bank's claims against the User under a contractual relationship, the User shall not be allowed to dispose of funds held under a time deposit prior to the full settlement of secured claims, unless otherwise stipulated in the time deposit agreement.

(2) The Bank shall insure the creditors' deposits with the competent institution in the Republic of Croatia in conformity with a special law and special regulations that accompany the said law. Written information on deposit insurance are available on the Bank's customer service premises and on the web pages of the Bank (www.pbz.hr) and of the State Agency for Deposit Insurance and Bank Rehabilitation (www.dab.hr).

Article 19

Payment and other services regulated by a separate agreement and/or separate general terms

- (1) The Bank shall allow the User, at its/his/her explicit request, and if the Bank finds it reasonable in terms of business, to use other payment and other services related to the transaction account, with regard to which the Bank and the User, at the Bank's request, may conclude also separate agreements, as follows:
- Electronic banking services;
 - PBZ365 for users - natural persons engaged in their line of business or self-employed;
 - VISA Business electron debit card;

- Global Cash Management;
- the service of delivery, takeover and processing of registered value items, the contents of which represent the User's daily receipts;
- conversion and purchase/sale of foreign exchange
- Notional Cash Pooling service;
- opening of documentary letters of credit;
- documentary collections;
- honouring foreign issue cheques (collection; D/P)
- bills of exchange collection (D/P)
- escrow business
- other services that have not been mentioned here, in conformity with legal provisions.

(2) Provisions of the General Operating Terms of Privredna banka Zagreb for Retail Payment Transactions shall not apply to the Bank's business relationships with Users referred to in these General Terms in relation to PBZ365 service. In case of any contrary provision in a contract regulating the use of PBZ365 service, this provision of the General Terms shall be applied.

(3) The Bank may regulate the use of other payment services and other services by separate general terms.

Article 20

Framework Contract cancellation, blocking and closing of a transaction account

(1) The Framework Contract shall cease to be valid in the following cases:

- if it is cancelled by the Bank or the User, in the manner and within terms provided for in the Contract;
- If it is cancelled by mutual consent;
- If the User ceases to operate (which includes the death of the User – natural person operating in his/her line of business or as a self-employed professional);
- If it is cancelled pursuant to a decision by court or some other relevant body, law and regulation;
- If the validity period for which it has been concluded has expired, provided it has been concluded for a definite period of time.

The Bank shall close the transaction account with the day of Framework Contract cancellation, unless otherwise provided for by mutually agreed cancellation, by law, by regulations or under a decision by court or other relevant body.

In the event of death of a natural person operating in his/her line of business or as a self-employed professional, the Bank shall, upon presentation of a final inheritance deed decision, disburse the funds in transaction account, if any, to the heirs/successors listed on the final inheritance deed, and shall close the account. The successors listed in the final inheritance deed shall be obligated to settle possible debts in the transaction account.

(2) The Bank may, except for reasons provided for in the Contract, without previously notifying the User, cancel the Framework Contract and close the transaction account if:

- The Framework Contract is not executed – when there have been no transactions in the transaction account for at least 12 (twelve) months;
- The Bank has received the order for the closing of the account from the relevant authorities (FINA, the court at which the relevant register is kept, and similar);

- The User's transaction account is under continuous blockade for over 12 months, with zero account balance;
- The User who is a natural person has ceased operating in his/her line of business or as a self-employed professional.

The Bank shall deliver the cancellation of the Framework Contract, referred to in this paragraph, to the User in writing against a 30 (thirty)-day notice period, counting from the day when the cancellation notice is delivered by registered mail to a legal entity authorised for the service of process pursuant to valid regulations. The cancellation notice shall be delivered to the User's most recent address supplied to the Bank.

The Bank shall be entitled to cancel the Master Agreement without notice period and with immediate effect, and shall close the transaction account:

- if the User breaches the Master Agreement and/or fails to observe the provisions regulating payment transactions;
- if the User fails to deliver the requested data and documents required for the managing of account or delivers to the Bank incorrect or untrue personal data or other data indispensable for correct and legally valid rendering of the service;
- if, when executing the Master Agreement, the User acts contrary to coercive provisions, customary rules of behaviour or morality, or if he/she damages the Bank's reputation;
- if, during a 90-day period or longer, the User fails to settle the obligations concerning the payment of fees for the performance of transactions in the account

The notice of cancellation of the Master Agreement referred to in this paragraph shall be delivered by the Bank to the User in writing. The cancellation shall take effect on the day when the cancellation notice is delivered via registered mail to a legal entity authorised for rendering the service of process. The cancellation notice shall be sent to the address most recently delivered to the Bank by the User.

(3) Pursuant to the order by the Financial agency or some other relevant body, and in conformity with effective legal provisions and subordinate legislation, the Bank shall debit the User's transaction account, attach (seize) or transfer funds in favour of the payee, and block the User's accounts open with the Bank.

(4) The Bank shall close the transaction account under terms specified in the Contract, pursuant to the law and/or other regulations, and the Bank's decision.

(5) If a transaction account is closed due to the Framework Contract termination, such termination represents the reason for cancelling all separate agreements/contracts on other services related to the transaction account. However, the termination of one or several separate agreements on other services shall not produce legal consequence that implies the Framework Contract cancellation.

(6) After closing the User's account, the Bank shall transfer funds in a separate account of the Bank until the final disbursement to the User, and shall promptly notify the User.

The account holder may at any time deliver to the Bank the proof of ownership of funds in the closed account, and claim such funds from the Bank.

Should the account be closed pursuant to the provision of a law or other regulation, the Bank shall notify the User thereof, and shall deliver to the User, at its/his/her request, the copy of the relevant law or regulation.

Article 21

Information availability

(1) General Terms and provisions of the Bank's by-laws regulating the matters of the level and method of calculating interest and fees, are available to present and future Users as prior information on web pages of the Bank (www.pbz.hr) and on the Bank's customer service premises.

(2) It shall be deemed that, by making available information referred to in the previous paragraph of this Article, the Bank has met the obligation of providing prior information in line with Article 18 of the Payment System Act.

Article 22

Final provisions

(1) The Bank reserves the right to modify and/or make additions to the Terms. The Bank shall make available to the User any amendments thereto, including also the change of the title of the Terms or replacement of the Terms with the new ones, in writing or via telecommunication/electronic channels, at least 15 days before the entry into force of the amendments to the General Terms, of the new general terms or of other Bank's by-laws, to whose implementation these General Terms refer. It shall be deemed that the User has accepted the amended terms if, by the proposed date of their entry into force, the User has not notified the Bank of its/his/her non-acceptance thereof.

(2) If the User notifies the Bank in writing, within the time period referred to in the previous paragraph, that he/she does not accept the amendments to the General Terms or Bank's by-laws to which General Terms refer, it shall be deemed that the User does not wish to continue business cooperation with the Bank. Hence the User shall be bound, by the proposed General Terms amendment date, to cancel the Framework Contract and all separate agreements on other services, if they have been concluded, to settle all matured obligations to the Bank and return payment instruments together with the related equipment, if they were given to the User for use under a separate agreement.

(3) These General Terms shall apply to all contracts on the opening and managing transaction accounts and contracts on the opening and managing resident/non-resident foreign currency accounts concluded by the effective date of these General Terms.

Provisions of these General Terms related to a "transaction account" shall be adequately applied to an "account" from the Contract on the opening and managing a business account, as well as to "foreign currency account" from the Contract on the opening and managing a foreign currency account of a resident. Should certain provisions of the Contract on the opening and managing a business account and/or the Contract on the opening and managing a resident/non-resident foreign currency account be contrary to the provisions of these General Terms, the provisions of these Terms shall be applied.

(4) Any issue not regulated by the Framework Contract concluded between the Bank the User shall be governed by the currently valid laws and regulations, as well as by general and specific by-laws of the Bank, including their subsequent amendments.

(5) If, after the adoption of these Terms, some of the issues regulated herein prove to be dealt with in a different way, the currently valid laws and regulation shall be applied, until the relevant amendments to these Terms are made.

(6) Titles of certain sections hereof shall serve for ease of reference only and shall not affect their interpretation in any way.

(7) These General Terms have been drawn up in Croatian and in English. In the event of any inconsistency between the Croatian and the English wording, the Croatian version shall prevail.

(8) These General Terms shall be governed by the law of the Republic of Croatia, excluding conflict-of-law rules. For any dispute arising hereunder, the competent court shall be the court in Zagreb.

(9) During the validity period of the Framework Contract, the User and the Bank shall communicate in the language which is specified in the Request.

(10) These General Terms shall take effect on 31 December 2017. As of the date of entry into force of these General Terms, the General Operating Terms of Privredna Banka Zagreb d.d. for Transaction Accounts and Performance of Payment and Other Services for Non-Consumers of 15 August 2017 shall cease to be valid.

Zagreb, 18 December 2017