



**General Terms and Conditions
for the use of
Business Entities Packages**

2022

Kent Bank	General terms and conditions for the use of packages for business entities	Version: 5.0
------------------	---	-----------------

CONTENTS:

1 GENERAL PROVISIONS 3

2 MEANING OF INDIVIDUAL TERMS..... 3

3 OPENING AND USAGE OF THE PACKAGE 4

4 CONTENT OF THE PACKAGE 6

5 CHANGES UNDER THE CONTRACTED PACKAGE INITIATED BY THE USER OF THE PACKAGE 7

6 CLOSING OF THE PACKAGE 8

7 FEES 9

8 PEACEFUL SETTLEMENT OF DISPUTES 9

9 BANKING SECRECY AND PERSONAL DATA PROTECTION10

10 OTHER PROVISIONS10

Kent Bank	General terms and conditions for the use of packages for business entities	Version: 5.0
------------------	---	------------------------

1 General provisions

The Issuer of the General Terms and Conditions of KentBank for the use of packages of business entities (hereinafter: Terms and conditions) is KentBank d.d., Gundulićeva 1, 10000 Zagreb, Croatia, OIB: 73656725926, BIC (SWIFT): KENBHR22, www.kentbank.hr (hereinafter: the Bank).

The Bank is listed on the list of the banks for which the Croatian National Bank has granted the approval for the provision of banking services and the list is published on the website of the Croatian National Bank. This Terms and Conditions shall determine the mutual rights and obligations between the Bank and the User of the Package.

Business packages are service packages that provide the Holder of the transaction account with the Bank with the benefits in the use of certain banking services, the possibility of using certain non-banking services and the use of premium services, depending on the type of the contracted Package.

This Terms and Conditions are available on the Bank's website www.kentbank.hr.

2 Meaning of individual terms

BANK –

KENTBANK d.d. Zagreb, Gundulićeva 1, Zagreb, Republic of Croatia

Registered with the Commercial Court in Zagreb, MBS: 080129579, OIB: 73656725926

Phone: +385 1 4981 900

Fax: +385 1 4981 910

Email: kentbank@kentbank.hr

Website: www.kentbank.hr

SWIFT: KENBHR22

IBAN: HR5741240031011111116

The Bank operates on the basis of an operating license issued by the Croatian National Bank (hereinafter: the CNB), which is the competent body for supervising the Bank's operations.

GENERAL TERMS AND CONDITIONS - General Terms and Conditions of KentBank d.d. for the use of packages of business entities.

PACKAGE - The package of the transaction account of business entities KENTkonto and KENTsconto represent the offer of the Bank that includes discounts on certain fees on banking products and services (defined for each package).

BUSINESS PACKAGES (hereinafter: Package and / or Packages) - packages of services that provide the Holder of the transaction account with the Bank with the benefits in the use of certain banking services, the possibility of using certain non-banking services and the use of premium services, depending on the type of the contracted Business Package for an indefinite period of time, in accordance with the Framework Agreement.

USER OF THE PACKAGE - business entity or any legal or natural person acting within the area of their economic activity or a free profession and other non-consumers, who may have the status of a resident or a non-resident, classified in accordance with the Bank's internal acts as a small, medium or large enterprise, owner of a transaction account, and who submitted the request to the Bank for contracting a particular Package. Depending on the classification of the transaction account holder as a small, medium or large enterprise, the Package User has the right to use certain types of Packages within the offer of the Bank.

Kent Bank	General terms and conditions for the use of packages for business entities	Version: 5.0
------------------	---	------------------------

TRANSACTION ACCOUNT - a transaction account of the business entity of the User of the Package opened and maintained by the Bank for the purpose of providing payment services and other purposes related to the performance of banking services or to the account connected with the Package.

FRAMEWORK AGREEMENT shall mean:

- This General Terms and Conditions together with the submitted Request for contracting the package (which will also be considered as the Package Agreement),
- Questionnaire and request for opening the transaction account for business entities or another form introduced by the Bank, which corresponds in the content and the form to the Request for opening the transaction account,
- Agreement on opening and maintenance of the transaction account
- General Terms and Conditions of KentBank d.d. for transaction accounts and performing payment and other services for business entities
- Special agreement on other payment and / or other services of the Bank if such is concluded together with the corresponding special General Terms and Conditions (for example, the agreement regulating business with Internet services, the agreement on credit card business...)
- Decision on fees for business entities and residential buildings
- Decision on interest rates for business entities and residential buildings
- Document Time of receipt and execution of the payment order

REQUEST (OR APPLICATION FORM) - a written document / form, entitled: Request for _____ package (Request for contracting the business package) which, validly signed and when accepted by the Bank, represents the package use agreement and the access to the General Terms and Conditions, and contains the data about the user, establishing this binding relationship.

RESPONDENT- an individual whose identity can be identified; a person who can be identified directly or indirectly, particularly with the help of identifiers such as name, identification number, location data, network identifier or with the help of one or more factors inherent for a physical, physiological, genetic, mental, economic, cultural or social identity of that individual; within the meaning of the terms in this document, the Respondent is the Customer of the Bank.

PERSONAL DATA - all data relating to an individual whose identity has been determined or can be determined (Respondent).

PROCESSING MANAGER - a natural or legal person, a public authority body, agency or other body that alone or with others determine purposes and means of processing personal data; where the purposes and means of such treatment are determined by the law of the Union or a Member State, the processing controller or special criteria for the controller's appointment may be provided for by the law of the Union or a Member State. Within the meaning of the terms in this document, the Bank is the processing manager.

ON - LINE BANKING - the group of services of the Bank made by internet banking services (e-Kent) and mobile banking services (m-Kent)

3 Opening and Usage of the Package

The package can be contracted by the business entity that is the owner of the transaction account opened with the Bank or opened when contracting packages (hereinafter: the Client) by submitting the completed and signed Request / Application for contracting Packages in the Branch of the Bank or by other

Kent Bank	General terms and conditions for the use of packages for business entities	Version: 5.0
------------------	---	------------------------

distributive channel which the Bank can use for contracting services (eg. the Bank's website, online services and other for which the Bank determines that it will represent the distribution channel for a particular product or service). The applicant allows the Bank to verify all the data listed in the Application Form and collect any required additional information. The package is contracted for an indefinite time.

The Bank and the Client will enter into a separate agreement for every banking service included in the offer of a particular type of the Package.

The Client will give the consent for contracting a non-banking service contained in certain types of the Package by signing the appropriate statement of consent in the Request / Application Form, or in other appropriate way, if the contract is concluded through other distribution channels or by accepting the amended General Terms and Conditions if the content of the contracted package is changed in relation to non-banking services.

The possibility of using non-banking services (benefits) within the Package will change depending on the conclusion of separate agreements on the use of additional non-banking services between the Bank and a third party and depending on the conclusion, change and termination of the agreements on non-banking services and benefits between the Bank and a third party whereby the Bank will strive to maintain the standard of scope and quality of these benefits.

The User of the Package has no right to request from the Bank the provision of non-banking services or the provision of non-banking benefits, nor to demand the damage compensation from the Bank for non-provision of non-banking services or refusal to provide non-banking benefits by third parties. The Bank will not be responsible in the event that a third party denies the Package User a non-banking service or benefit, nor is responsible for the quality of non-banking services or benefits concluded on the basis of an agreement with the Bank.

The User of the Package will resolve with a third party - the non-banking service provider - any complaints regarding non-banking services or benefits.

The Bank has the right to freely introduce new and change or revoke the existing non-banking services and benefits within the Package, due to the improvement of the quality of services and benefits or changes in market conditions in the financial markets. The Bank's notice to the User of the Package is relevant for the occurrence and termination of the right to use the benefits. The Bank shall publish the said Notice on its official website www.kentbank.hr, and may in another convenient way, no later than 8 (eight) days before the beginning of their application. The Bank may, in good faith, consider that the Client agrees to such a change if it does not cancel the continued use of the agreed Package within the set deadline.

The right to use the non-banking service / benefits will be acquired by the User of the Package in accordance with the terms of special agreements on the use of additional non-banking services between the Bank and a third party about which the User will be informed before contracting the non-banking service itself through the Package offer available on the Bank's website www.kentbank.hr and in the branches of the Bank.

The Client will acquire the right to use other services of the Package by contracting the appropriate Package.

The Bank may, without special explanation, refuse the Client to contract the appropriate Package, in which case it shall not bear any responsibility for any damage that the Client may suffer as a result.

Kent Bank	General terms and conditions for the use of packages for business entities	Version: 5.0
------------------	---	------------------------

4 Content of the Package

The client who is, in accordance with the Bank's internal documents, classified as a small or medium-sized enterprise may contract one of the 3 (three) offered Business Packages:

- Green
- Gold
- Black

The client who is, in accordance with the Bank's internal documents, classified as a large enterprise may only contract

- Black

Business Package

Depending on the type of the contracted package, all Business packages include the following services:

Banking services:

- Opening a determined number of transaction accounts
- Maintenance of a determined number of transaction accounts
- A determined number of free applications / licenses to the e-Kent service
- Use and maintenance of a determined number of e-Kent service licenses
- Use and maintenance of a determined number of m-Kent service licenses
- Lower fee of a determined percentage for orders in HRK in electronic form (intrabank payment order)
- Lower fee of a determined percentage for orders in HRK in electronic form (interbank payment order)
- Lower fee of a determined percentage for orders in electronic form of interbank (national and cross-border transactions in EUR currency) except for orders marked urgently
- Lower fee of a determined percentage for orders in electronic form of intrabank (national and cross-border transactions in EUR currency) except for orders marked urgently
- Certain number of free BON 2 per year
- Free issuance of the card to the User (Business Debit Card)
- Free user registration fee (Mastercard Business Card)

Premium service:

- the use of VIP premises of Kent Club in the Bank with a prior notice, depending on the type of the contracted package

In addition to the aforementioned banking services, the Black Business Package also includes the following services: -

Banking service: Free monthly membership fee (Mastercard Business Card)

Non-banking service: Use of Quintessentially concierge services

The Client acquires the right to use the non-banking service / benefits of the Quintessentially concierge service (called Kent Club Concierge), within 5 (five) working days after the Bank delivers an order to activate the Quintessentially membership to the Quintessentially (UK) Limited, as the provider of the service.

The right to use the Quintessentially membership benefits is granted to only one legal representative of the Client or only one natural person determined by the legal representative of the Client (hereinafter: End User) and they, legal representative / natural person, will be identified and recorded in the system of the

<p>Kent Bank</p>	<p>General terms and conditions for the use of packages for business entities</p>	<p>Version: 5.0</p>
-------------------------	--	-------------------------

Bank. The Client, ie. the End User will be contacted by the service provider within the specified period of 5 (five) working days by which the described service / Quintessentially membership will be activated and the Client, ie. the End User will acquire the right to use the Quintessentially membership services in accordance with the General Terms and Conditions of the service provider published on the website of the service provider www.quintessentially.com.

By accepting the General Terms and Conditions, the Client - the user of the Package containing the said non-banking Quintessentially consierge service and who has contracted the same service, accepts the General Terms and Conditions of the service provider called Quintessentially Lifestyle ("Quintessentially") Terms and Conditions of Membership ("Conditions") available to the Client on the website of the service provider www.quintessentially.com and gives consent to the Bank to submit the order to the Quintessentially (UK) Limited and forward to Quintessentially (UK) Limited the personal data of the End User to the extent necessary for the realization of the rights and benefits arising from the membership in Quintessentially, that is, basic identification data (name and surname, address of residence and / or domicile) and contact information (email, phone number).

The Client is obliged to acquaint the End User with the provisions of the General Terms and Conditions and obtain necessary consents from the End User to submit the specified personal data of the End User to Quintessentially (UK) Limited. The End User is deemed to have accepted the General Terms and Conditions by activating the Quintessentially membership as described above.

All necessary information on the use of Quintessentially membership services is available on the website of the service provider www.quintessentially.com and / or in the Quintessentially KentBank brochure. The right to use the Quintessentially Consierge Service (called Kent Club Consierge) will be terminated after the expiration of 12 (twelve) months from the date of the activation of the Quintessentially membership or earlier, if the contract between the Bank and the Quintessentially Consierge Service Provider is amended or terminated. The Bank is obliged to inform the Client in the agreed manner and without delay about the termination of the right to use the benefits of the Quintessentially consierge service no later than within 15 (fifteen) days from the termination of the right and offer the Client the change of the agreed Package and / or the contracting of a new Package.

A detailed description of the content and scope of all services of a particular Business Package is available on the Bank's website www.kentbank.hr and in the branches of the Bank.

5 Changes under the contracted Package initiated by the User of the Package

The User of the Package may request a change of the Package in writing.

The fee for changing the Package will be collected in accordance with the Decision on fees for business entities and residential buildings. The one-time fee for opening the package will not be calculated for changing to some other package.

The change of the Package will take effect on the first day of the following month, until the conditions from the previously agreed Package are valid.

The Request for the change under the contracted Package will be submitted by the User of the Package personally in the Bank.

<p>Kent Bank</p>	<p>General terms and conditions for the use of packages for business entities</p>	<p>Version: 5.0</p>
-------------------------	--	-------------------------

6 Closing of the Package

The Bank will close the Package at the written request of the User of the Package. If the Package is closed at the request of the User, it can be closed at any time, but not later than within one month from the date of the submission of the Request whereby the User of the Package in the month of closing the Package pays a fee to the Bank for the use of individual services in accordance with the Decision on fees for business entities and residential buildings.

The fee for closing the package will not be collected.

Prior to closing of the Package, the User is obliged to pay to the Bank all calculated fees and expenses, unless otherwise determined for specific cases.

If the User closes the transaction account concluded together with the Package Agreement, the Bank will terminate the Package Agreement without the notice period.

The Bank can deny the right to use the Package permanently or only for a particular product included in the Package, both permanently and temporarily, whereby it will still charge the User the full price of the Package in accordance with the Decision on Fees for Business Entities and Residential Buildings until the closing of the Package at the request of the User or the cancellation of the Package by the Bank.

The Bank may also unilaterally terminate the contractual relationship with the User of the Package at any moment, at the Bank's own assessment and the notice period of 15 (fifteen) days.

The Bank may deny the right to use the Package or terminate the contractual relationship with the User of the Package without the notice period in this cases:

- If the User of the Package does not adhere to the provisions of this Terms and Conditions and rules as well as with the General Terms and Conditions or other documents of the Bank for every particular product or a service used within the Package and / or
- If the User of the Package does not carry out or is late with the payment of any financial obligation under any business relationship with the Bank and / or
- if there are circumstances or if threatened by other circumstances for which the Bank may reasonably assume that they can have a negative impact on the ability of the User of the Package to regularly perform the obligations under the Package agreement.

The day of the delivery of the notice letter is the day of its sending to the valid address of the User of the Package entered in the court register.

The right to use the Package will cease with the termination of the validity of the Framework Agreement, provided that the Bank may cancel the Framework Agreement in the manner and under the conditions as regulated in detail in the General Terms and Conditions of KentBank d.d. for transaction accounts and performing payment and other services for business entities.

After the termination of the use of the Package, the right to use the benefits in the use of banking services will cease as well as the right to use Premium services and the right to use non-banking services. The termination of the use of the Package will not affect the right to use all contracted services and accounts in accordance with the contracts under which they are agreed and the relevant Terms and Conditions, and

Kent Bank	General terms and conditions for the use of packages for business entities	Version: 5.0
------------------	---	------------------------

the fee for using each particular service will be charged in accordance with the Decision on fees for businesses and residential buildings.

The contracted relationship for the use of the Package will be terminated by closing of the Package.

7 Fees

The amount of the fee depends on the type of the contracted Package. The User will pay a single monthly fee for the use of the Package which depends on the type of the contracted Package and is determined by the Decision on fees for business entities and residential buildings.

The decision on fees for business entities and residential buildings is available on the website www.kentbank.hr and in the branches of the Bank.

Regardless of the fact whether the User of the Package uses all or only certain products and services or benefits within the Package, the User will always be charged a single monthly fee for using the appropriate Package.

The Client who uses the Package does not pay certain individual fees for the services contained in a particular type of the Package or those services are more favorable for the client. The exclusion from fees or reduction is written in each Package, for every individual service that is not charged / or that is charged less. The use of services not included in the Packages and / or if the use of certain services exceeds the scope determined within each individual Package in the calculation period, will be charged to the User of the Package in accordance with the fees determined in the Decision on Fees for Business Entities and Residential Buildings.

The fee for contracting the Package will be collected on a one time basis immediately upon contracting the Package.

The Fee for the use of the Package will be calculated and paid monthly and the User of the Package authorizes the Bank to collect the monthly fee for the use of the Package from the transaction account without the User's further consent as at the last day of the current month. If the User of the Package submits the request for closing of the Package, the User will be charged and collected the fee for the use of individual services for that month in accordance with the Decision on fees for business entities and residential buildings.

8 Peaceful Settlement of Disputes

The User of the Package may file the complaint to the Bank connected with a payment service.

The complaints relating to the provision of banking and premium services will be submitted in person and by postmail to the address of the Bank: KentBank d.d. Zagreb, Gundulićeva 1, 10000 Zagreb or by e-mail at prigovori@kentbank.hr.

The User of the Package will submit the complaints related to the provision of non-banking services from the Package directly to the provider of a specific service.

Documents and data that relate to the reason for the complaint should be attached to the complaint. By applying the method for filing complaints, the Bank will make response within the legally regulated period, if determined, and in other cases, within 15 (fifteen) days from the day of receiving the complaint.

Kent Bank	General terms and conditions for the use of packages for business entities	Version: 5.0
------------------	---	------------------------

If the User does not agree with the Bank's response to the complaint, the User has the right to file the complaint to the Croatian National Bank, Odjel za poslove s klijentima (Customers' Affairs Unit), Trg hrvatskih velikana 3, 10000 Zagreb.

The law of the Republic of Croatia will be applied to relations, mutual rights and obligations between the User and the Bank. The User and the Bank shall resolve any disputes arising from this Terms and Conditions by mutual agreement. The jurisdiction of the court at the location of the seat of the Bank shall be determined for resolving any possible disputes.

Any possible disputes will be governed by Croatian law.

If the requests or complaints of the Client / Respondent about the processing of personal data and realizing the customers' rights related to the processing of personal data are being resolved, the procedure for complaints and deadlines as determined in the General Data Protection Regulation and Personal Data Protection from this Terms and Conditions shall be applied.

9 Banking Secrecy and Personal Data Protection

Information on the Bank's clients, client's legal representatives and other persons authorized to represent the client of the Bank as well as facts and circumstances learned by the Bank on the basis of providing services to clients and in transactions with individual clients, shall be considered banking secrecy and the Bank may reveal them only in cases stipulated by law. Information on the rights and obligations of the Bank, related to the collection and processing of personal data, purposes and legal bases of processing, and information on the rights and obligations of the Users of the Package and other persons whose personal data are processed, security measures and protection of personal data processed, on security measures and protection of personal data being processed, as well as all other information that the Bank is obliged to provide to the Package User as the processing manager, can be found in Item 11 of the General Terms and Conditions of KentBank d.d. on transaction accounts and provision of payment and other services for business entities and in the Privacy Statement for contracting and maintaining a transaction account, available on the Bank's website www.kentbank.hr and in the branches of the Bank.

By accepting the Terms and Conditions and / or submitting the completed and signed Request / Application Form for contracting the package, the User of the Package, his or her legal representative and / or another person authorized to represent the User of the Package confirms to have received from the Bank all mentioned information through the General Terms and Conditions of Kentbank d.d. for transaction accounts and performance of payment and other services for business entities and the Privacy Statement for contracting and maintaining a transaction account. This Item of the General Terms and Conditions also refers and applies to proxies as well as to all other natural persons whose data is processed by the Bank and collected in connection with contracting and performing services from the Package.

10 Other provisions

In order to have approved and issued the risky products (such as overdrafts in the transaction account, loans, guarantees or credit cards), the User of the Package must meet the terms and conditions for each particular product or a service in accordance with the General terms and conditions for that product or a service, regardless of the package usage.

The Bank may also approve the additional benefits and discounts to the User of the Package within the framework of the existing package and without previously informing the User.

Kent Bank	General terms and conditions for the use of packages for business entities	Version: 5.0
------------------	---	------------------------

By signing the Application, the User of the Package accepts this General Terms and Conditions and declares to be aware of and accept the General terms and conditions of Kentbank d.d. for transaction accounts and payments services of business entities, Decision on fees for business entities and residential buildings, Decision on interest rates for business entities, General terms and conditions of KentBank d.d. for the use of Mastercard Business Card, General terms and conditions of KentBank d.d. for the use of Maestro Business Debit Card, General terms and conditions of KentBank d.d. in credit and deposit transactions with business entities, General terms and conditions for business entities for the use of internet services, Daily limits for cash withdrawals and payment at the points of sale of Mastercard business card and Maestro business debit card, Time of receipt and execution of the payment orders.

The Bank reserves the right to make amendments to this Terms and Conditions and will inform the User of the Package about made changes 15 days before their application. Terms and Conditions and their amendments are available to all Users of the Package under the same conditions on the Bank's website www.kentbank.hr.

The Bank may also make them available in some other convenient way. The User of the Package who does not agree to the amended provisions of the Terms and Conditions and the rules is obliged to inform the Bank of this in writing.

The Bank undertakes to keep all the information that it found out in relation to the User of the Package confidential, in accordance with the legal regulations.

The User of the Package is obliged to immediately inform the Bank of any change of the address or other information that may affect the use of the Package.

If the Bank is not informed about the change of the address, the written delivery to the valid address of the User entered in the court register or to the last address of the User of the Package known to the Bank shall be considered valid.

General terms and conditions for the use of packages for business entities of 15 December 2021 shall cease to apply on the day of entering into force of this General Terms and Conditions.

This General Terms and Conditions shall enter into force on 1 April 2022.