



General Terms and Conditions for Visa Classic and Mastercard Business Credit Cards for Business Entities

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1. Introductory Provisions

General Terms and Conditions of KentBank d.d. for Visa Classic Business Credit Card and Mastercard Business Credit Card for Business Entities (hereinafter: Terms and Conditions) regulate the rights and obligations of the Client and the User of the Card in the use of the Card and the rights and obligations of KentBank d.d. (hereinafter: the Bank) in providing card related services. All persons listed in the Application/Request Form declare with their signature that they have read the Terms and Conditions, agree to their application and accept all the rights and obligations arising therefrom.

The Terms and Conditions apply together with the Terms and Conditions of KentBank d.d. for transaction accounts and performing payment and other services for business entities, General Terms and Conditions for credit and deposit operations with business entities, Decision on fees for business entities and residential buildings, Decision on interest rates for business entities and residential buildings and the document „Time of Receipt and Execution of Payment Orders“. In relation to the above General Terms and Conditions, these Terms and Conditions are considered special general terms and conditions and in case of mutual disagreement, they have a priority in the application.

Positive legal and sublegal regulations of the Republic of Croatia shall apply in the part that is not regulated by these Terms and Conditions and the acts of the Bank.

2. Definition of Terms

Within the meaning of the Terms and Conditions, certain terms have the following meaning:

Bank - KentBank d.d. Zagreb, Gundulićeva 1, Zagreb, Republic of Croatia

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

Tel: 0800 0006

E-mail: kentbank@kentbank.hr

Internet page: www.kentbank.hr

SWIFT: KENBHR22

IBAN: HR5741240031011111116

The list of Branches of the Bank together with the contact addresses can be found on the Internet page of the Bank.

The Bank operates on the basis of the operating license issued by the Croatian National Bank (hereinafter: the CNB), the supervisory body for the supervision of the operations of the Bank.

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ATM - an electronic device that primarily allows the automatic disbursement and/or payment of cash from the account as well as other services provided by the Bank with the use of this device (e.g. checking the balance, purchase of mobile operator vouchers, etc.)

Biometric authentication - the authentication implemented by the Bank as specified in these General Terms and Conditions when accessing the mobile token by the User, based on the use of two mutually independent elements, one of which is the property of the User (eg. a fingerprint or face recognition) while the other element is the authentication and authorization means assigned by the Bank to the User (eg. m-Token). "Touch ID" is a biometric authentication method using a fingerprint that the User has stored in a mobile device used to access the mobile token. Face recognition authentication is a method of biometric authentication that is based on the face recognition with the biometric characteristics stored by the User in a mobile device used to access the mobile token.

Invoice due date - the date when the payment obligation is due based on a Transaction Notification for all the costs made by the card within the accounting period that the notice relates to

Daily limit - a total daily permitted amount that the Card User may use in order to raise cash; the total allowed daily amount for paying for goods and services all within the credit limit.

EFT-POS terminal (Electronic Fund Transfer/Point of Sale) - an electronic device at the point of sale through which the payment transactions are carried out by using the credit card, paying for goods or services and withdrawing cash.

Internet sales point - a sales point that allows selling goods and/or services on the internet that accepts the card as a non-cash means of payment.

Respondent - 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 information, network identifier or with the help of one or more factors that are inherent in physical, physiological, genetic, mental, economic, cultural or social identity of that individual. For the purpose of this document, the Respondent is the Client of the Bank.

Card - a personalized payment instrument issued by the Bank, internationally accepted charge/revolving credit card (Visa Classic business charge credit card, Visa Classic business revolving credit card, Mastercard business charge credit card, Mastercard business revolving credit card), issued by the Bank to the applicant, used for payment of goods and services at the points of sale, cash withdrawals and other specific purposes. The Bank is the owner and the issuer of the card.

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Client - Business Entity who has concluded the Agreement with the Bank on opening and maintenance of a transaction account and performing payment and other services for which the card was issued and by which it has the status of a main debtor for all the costs incurred by its use by the user of the card.

User of the Card - a natural person in whose name a business card was issued based on his or her request and the request of a business entity. The user is jointly liable with the business entity for all the costs incurred using the card issued in his or her name.

Credit Limit - the total limit approved by the Bank to the Client for the use of all issued cards that the Users of the Card may use for the cash withdrawals and payment of goods and/or services.

Charge business credit card - A card with a deferred payment. It is issued to the User at the request of the Client and all costs incurred by its debiting during the accounting period are due in full once a month on a specific due date, with the accounting period of one month.

Revolving business credit card - It is issued to the User at the request of the Client and the Client pays for the total costs incurred by its use once a month in an agreed percentage or in a minimum repayment amount on a specific due date, with the accounting period of one month.

Mobile Token (hereinafter: **m-Token**) - the means of authentication and authorization installed by the User on a mobile device as a separate application or within the m-Kent application, through which the User authorizes the execution of the transaction through a 3D Secure Payment Service.

Transaction Notification - a written notification to the Client on executed transactions by cards, fees, membership fees, delivered by the Bank to the Client upon the expiry of the calculation cycle.

Accounting period - time period between the issuance of two notices on executed transactions that in general lasts a month, within which all the costs are summed that make a monthly obligation of the Client ie. the User of the Card.

Framework Agreement (hereinafter: Agreement) - implies these General Terms and Conditions together with the Application form for issuance of the business credit card, the provisions of which, together with these General Terms and Conditions and Decision on fees for business entities and residential buildings, Decision on interest rates for business entities and residential buildings regulate the issuance and the use of the card.

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

Personalized security credentials - personalized features provided by the Bank to the User for authentication purposes (three-digit control number printed on the card, PIN, one-time password when using 3D secure payment services).

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PIN - a personal, secret identification number of the User of the Card assigned with the Card that serves for the identification of the User of the Card and known only to the User of the Card.

Business Entity - a legal person, state body, state administration body, local government unit, association and society (sports, cultural, charitable and similar) and a natural person acting in the field of its economic activity.

Identity confirmation - during the secure online shopping, the Client can confirm his/her identity with an Internet/Mobile Banking Authentication device by generating a one-time password.

Reliable authorization - the consent by the User to execute transactions that include the elements that dynamically connect the transaction with the amount and the payee.

Reference exchange rate - the exchange rate applied by the Visa card payment scheme to the transactions made by the Visa Classic business revolving or charge credit card, ie. the Mastercard card payment scheme for transactions made by the MasterCard business revolving or charge credit card; used in the conversion of the currencies from the original currency of the payment transaction executed abroad to the accounting currency and is available on their websites.

SecureCode Password - a sequence of automatically generated six numeric characters that will be sent via SMS to the registered mobile phone and is valid only for one transaction.

Transactions - All transactions made with the card by the User of the Card.

Processing Controller - a natural or legal person, body of public authority, agency or other body that alone or with others determines the purposes and means of processing personal data; where the purposes and means of such treatment are set by Union law or by the law of a Member State, a processing controller or special criteria for her/his/its appointment may be provided for by the Union law or the law of a Member State. Within the meaning of this document, a processing controller is the Bank.

Request/Application Form - the form for issuance of the business credit card by which the Client submits the request and the Bank approves the issuance of the card.

3D Secure Payment Services - (Mastercard®SecureCode™/Mastercard Identity Check™) card service of the card house Visa (Visa Secure) or the card house Mastercard designed for secure payment of goods and / or services at online payment sites that support 3D standard payment. This service can be an integral part of the debit and credit card functionality. Prerequisites for using 3D services are:

- the valid Card and the mobile phone number submitted to the Bank for payment to traders outside the European Economic Area
- the valid card and the mobile token of the Bank for payment to traders within the European Economic Area

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3. Card Issuance, PIN and m-Token activation

The Application form for issuance of the Card is submitted by the person authorized to represent in the name and on behalf of the Client. A precondition for issuance of the Card is an open transaction account of the Client with the Bank. The Client determines one or several users of the card in the request (natural persons). The request must be signed by the person authorized to represent the Client, by the User of the Card and certified by the seal of the Client (if the Client has reported the use of the seal in its business operations).

All the persons listed in the Application form confirm with their signature the truthfulness and accuracy of the above information. The Client allows the Bank to check all the information specified in the Application and collect the additional information which the Bank deems necessary for making a decision on issuing the Card.

The Bank reserves the right to reject the Client's Application and decide to approve or refuse the issuance/renewal of the card without the obligation to explain its decision to the Client in which case the Bank does not bear any liability for a damage which the Client might bear thereof.

If the Bank decides that the Client meets the conditions for issuance of the Card, the Client will be granted the credit limit and open an account for a charge/revolving card. For the purpose of ensuring the payment of all costs incurred by the use of the card, the Client is obliged to submit collaterals to the Bank.

The Bank issues cards with contactless functionality and such cards have a corresponding contactless payment label. If the User of the card does not want to use the Card with contactless functionality, he or she may request the Bank to issue the Card with turned off contactless functionality, before issuing a new card. The card issued on the basis of such a request will not support contactless functionality, although the contactless payment label will be printed on the Card.

The Client will take over the Card in a Branch/Business Center of the Bank where he or she has submitted a Card Issuance request. The Bank will provide the User with a PIN to the address specified in the Card Issuance request.

The issued card is named by the Client and the User of the Card, it is non-transferable and may only be used by the named Card holder.

The card is issued with a maximum validity of three years and is valid until the last day of the month entered on the Card.

The card is automatically renewed for a maximum period of three years if the User has not closed the Transaction Account with the Bank, regularly fulfills obligations under these General Terms and Conditions and other acts of the Bank and does not cancel the card in writing 45 days prior to the expiration.

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The activation of m-Token is carried out as described in the Instruction for the Use of Online Banking e-Kent.

The User may use biometric authentication on m-Token. The Bank does not have an access to the data nor the control over the data stored by the User for the purpose of biometric authentication in a mobile device used to access m-Token. By activating and with each use of the biometric authentication option, the User confirms and guarantees that he/she had stored only the biometric characteristics of his/her face or the fingerprint to the mobile device used to access m-Token. The User is aware of this and accepts that, for the purpose of the biometric authentication when accessing m-Token, all biometric data stored in the mobile device used by the User to access m-Token may be used, regardless of whether such stored biometric data relates to the User or some other person.

By activating and using the biometric authentication option, the User acknowledges that he/she is aware of and agrees that the Bank does not provide a biometric authentication service, but uses the biometric authentication enabled by the mobile device, and that therefore, the Bank is not responsible for the inability or a restricted option to use the biometric authentication nor for the result of such biometric authentication, regardless of whether the fingerprint or the biometric characteristics of the face with which the User identifies when accessing m-Token correspond to the fingerprint or biometric characteristics of the face previously stored by the User in the mobile device used to access m-Token.

4. Approving and use of the credit limit

On the basis of the creditability assessment and the delivered financial documentation, the Bank approves the credit limit to the Client. The credit limit is the approved spending limit for payment of goods and services and withdrawal of cash for all Users of the card of an individual Client.

The credit limit amount is variable and, depending on the Bank's decision, it may be subsequently reduced or increased if the circumstances that affect making a decision on the amount of the spending limit change, such as the Client's ability to timely settle the card obligations, the Client's neat operations etc. The Bank will inform the Client of an increase or a decrease of the credit limit in a written Transaction Notification by cards, by e-mail, post mail or in another agreed way.

The total credit limit is reduced by all costs incurred by using the Card in the accounting period. By settling the obligations under the Card, the total credit limit is proportionally renewed.

The Client and the User of the Card are obliged to keep the record of costs so as not to exceed the approved credit limit. In case of exceeding the approved credit limit, the overdraft amount will be entirely due for collected with the following maturity date.

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5. Use of the card

The business credit card is used as a means of cashless payment at the points of sale with the reference card house label (Visa and/or Master) in the country and abroad and for paying out cash at ATMs and payment points as well as the realization of other services that are part of the functionality of the issued card.

The User of the Card, by entering a PIN or handwritten signature, confirms his or her identity, authorizes or consents to the execution of a card payment or other transaction in one of the following ways:

- by inserting or tapping the card at the ATM with the PIN entry,
- by a handwritten signature or the PIN for transactions made on the EFT-POS terminal,
- by providing, tapping or inserting the Card on the EFT-POS terminal or the self-service device of the sales or payment withdrawal point where the consent is given by using the Card with or without the input of the PIN and/or the signature
- by entering and providing the Personalized security credentials, except the PIN at the request of a trader when making payment through the Internet, the catalogue or telephone sale.
- by entering and providing information (at the online point of sale) about the card number, the card's expiration date and the three-digit number on the back of the card - for online payment or for telephone and other similar sales (remotely)

It is considered that the Card User has consented to the execution of the transaction, if the use of the Card has been duly recorded and registered in the Bank's system, if the loss or theft of the Card has not been previously reported.

The card user is obliged to save the transaction confirmation when purchasing goods, services or a confirmation of the pay out of cash.

The card user is obliged to keep the PIN and security features of the Card confidential and comply with certain security rules:

- The card user must have the Card under immediate supervision at all times and must not give it to other persons for use;
- The card user must not reveal the PIN and security features of the Card, such as its number, expiration date and security number on the back of the card;
- The card user must not write down the PIN on the card and must keep it separately from the Card;

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- when using the Card, the Card User must use it in such a way so that other people cannot find out the user's PIN, including hiding the keyboard when entering the PIN;
- avoid using the Card and the security features of the Card on unverified websites and take care to use a personal computer that has adequate protection against viruses or other harmful programs;
- upon termination of all authorizations in use with the Card. Return the cut card to the Bank.

Failure to comply with all security rules relieves the Bank of any responsibility for misuse of the Card.

5.1 Contactless payment

The User of the Card has an option at the point of sale of selecting the card contact payment (by inserting or swiping the Card on the POS device) or contactless (by tapping the Card close to the POS device). The maximum amount of the transaction that is made by the contactless payment with the Bank card that does not require a signature or the PIN verification depends on the country of the sales terminal point according to the frames defined by the card company issuer. The maximum amount of contactless payment at the terminals in the Republic of Croatia is 40,00 EUR and the User of the Card gives consent for the execution of the payment transaction by tapping the card at the point of sale terminal that supports the contactless payment. The consent for contactless payment transaction by the Card of the Bank above 40 EUR at the terminals in the Republic of Croatia or above the maximum defined amount of the contactless transaction, depending on the country of the point of sale terminal according to the frames defined by the card company or depending on the decision of the bank the owner of the point of sale terminal on the maximum defined amount of the contactless payment transaction, is given by the User by a signature or entering and confirmation with the PIN.

For the purpose of risk control as well as in other cases when it deems necessary, the Bank reserves the right to request the authorization of a certain contactless payment transaction from the Card User before executing certain contactless payment transactions.

After the realization of contactless payment transactions authorized at the point-of-sale terminals and because of the fast execution of payment transactions or technological prerequisites by the card companies, it is regulated that there is no obligation of the point of sale to issue and deliver a certificate (slip) on the realized contactless payment transaction to the User of the Card. However, if the Card User insists on obtaining a certificate (slip) on the executed contactless payment transaction, the Card User may request the issuance of the relevant certificate (slip) at the point of sale.

The Card User having a contactless functionality acknowledges that the currency date of debiting the account when processing contactless payment transactions may be different than the date of the contactless transaction and is obliged to regularly monitor transactions made with the Card and the

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balance in the corresponding account. The User of the Card with the contactless functionality is obliged to deal with this card with the care of a good businessman, prevent its assignment to third parties, ensure that all activities with the Card at the point of sale are carried out in the User's presence and under the User's supervision.

6. *Renewal of the card*

The validity period of the card is determined by the Bank and the card is issued with a maximum validity period of three years and is valid until the last day of a month written on the card.

After the expiration of the specified period, the Bank may renew the Card's validity period if the user regularly fulfills the obligations under the Card, the Client has not closed the transaction account and regularly fulfills obligations in accordance with these General Terms and Conditions and other Acts of the Bank and if the Client does not cancel the card in writing 45 days prior to the expiration of the card's validity period.

The Bank reserves the right not to renew the card to the Client, without the obligation to provide the Client with an explanation of its decision and bears no responsibility for any damage that the Client may suffer as a result.

The card can be renewed in this way until the Agreement expires.

The User can not use the expired card and must cut it horizontally across the magnetic strip and chip and return it to the Bank.

7. *Consent for the execution of a payment transaction*

By entering the PIN or manually signing the transaction confirmation, the card user consents to the implementation of the transaction. It is considered that the Card User has consented to the execution of a payment transaction if:

- used the card at the ATM by entering the PIN;
- tapped the card on the EFT-POS terminal during contactless payment;
- used the card at the EFT-POS terminal by entering a PIN or handwritten signature (which is identical to the signature on the back of the card);
- at the trader's request, personally provided or entered information (at the online point of sale) about the Card number, expiration date and security number on the back of the Card for payment via the Internet or telephone and other similar (remote) sales;
- by handing over the Card at the points of sale where it is not possible to request the signature of a transaction confirmation and the entry of a PIN due to technological capabilities or the velocity of the Payee's process (eg. payment of tolls);

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The Card User is obliged to sign the transaction confirmation in the same way as signed on the back of the card.

The Card User is obliged to keep the signed copy of the transaction confirmation for own purposes.

It is considered that the Card User has consented to the execution of the transaction, if the use of the Card has been duly recorded and registered in the Bank's system, if the loss or theft of the Card has not been previously reported.

Neither the Client nor the Card User can revoke the execution of a payment transaction with the Card after it has been authorized.

8. Payment of expenses

Transactions made by the Card reduce the approved credit account limit of the charge/revolving card of the Client upon the execution of the transaction.

The collection of all made transactions as well as all related fees is calculated and collected in the national currency.

For all incurred costs of the card transactions executed abroad, the currency conversion into the accounting currency is made and paid in the national currency. For all incurred costs of the card transactions carried out abroad in the currency that is not on the Bank's exchange rate list, the currency is converted into the accounting currency and collected in the national currency applying the selling foreign exchange rate of the Bank, applicable on the day of booking the transaction. The conversion of the original transaction currency from the Bank's exchange rate list into the accounting currency will be made by the Visa card payment scheme for a transaction made with a Visa Classic business revolving or charge credit card applying the Visa exchange rate on the day of processing the transaction in the card payment scheme system, or by the Mastercard card payment scheme for a transaction made with a Mastercard business revolving or charge credit card applying the Mastercard exchange rate on day of processing the transaction in the card payment scheme system.

The reference exchange rate list applied by the Visa/Mastercard card payment scheme, ie. the Bank's exchange rate list, is available on the following websites:

- <https://www.visa.co.uk/support/consumer/travel-support/exchange-rate-calculator.html>
- <https://www.mastercard.hr/hr-hr/consumers/get-support/convert-currency.html>
- www.kentbank.hr

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Once a month, the Bank informs the Client about all transactions made by the use of the Card, the amount of the approved credit limit, the amount of the interest rate and the interest rate on a revolving loan, the minimum repayment amount, i.e. the total debt, payment due date, changes in interest rates and other.

Notifications about completed transactions are delivered to the Client (contact person from the application form) by mail or electronic mail to the e-mail address specified by the Client in the application form or can be downloaded via Internet banking e-Kent.

If the Client has agreed on a standing order, he/she is obliged to secure funds in his/her transaction account on the payment due date. The Bank will charge the minimum amount of the monthly repayment or the total due amount, depending on the type of card, through a standing order, in such a way as to first debit the national currency and then the foreign currency, for the due obligation on the due date. If the Client does not have enough funds in the transaction account, the Bank will debit the account within the available balance, and the rest of the funds will be reserved and charged with the first inflow of funds to the transaction account.

In case of a Charge Card, the expenses incurred in one accounting cycle are due in full.

In case of a Revolving Card, the Client will have to pay the mandatory minimum amount of the monthly repayment of the used revolving credit, which is determined as a percentage of the amount of the used revolving credit, i.e. the minimum fixed amount, interest rate, fee and any unpaid minimum amounts from previous periods. The Client may pay a larger amount than that specified in the Transaction Notification directly to the credit account of the charge/revolving card before the due date. Expenses incurred on the charge/revolving card are due on the day indicated as the due date on the Transaction Notification.

If the Client has not agreed on a standing order, he/she is obliged to pay the due obligation directly to the credit account in accordance with the Transaction Notification.

For the purpose of collecting due, outstanding obligations, the Bank may activate collaterals in accordance with the Agreement.

The Client is responsible for all costs incurred by using the Card, and the Card User is jointly liable with the Client for all costs incurred using the Card in his/her/its name.

9. Entry fee, membership fee, interest rates and fees

The Bank will collect the entry and the membership fee to the Client for the issuance of the Card for every user of the Card. The entry fee is collected one time and the membership fee is collected monthly. The amount of the entry and membership fees as well as other fees is regulated by the Decision on fees for providing services to business entities and residential buildings.

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The interest rate under the revolving card is variable and collected in accordance with the Decision on interest rates for business entities and residential buildings.

The interest rate is calculated to the remaining debt amount from the previous accounting period until the final repayment and is paid monthly on the due date according to the Transaction Notice.

In the event that an amount greater than the minimum payment amount is paid into the revolving account, the interest rate will be calculated on the used amount minus the payment amount. If the Client has settled the entire debt - the total costs of using the Card until the due payment date specified in the Transaction Notice, the Bank will not calculate and charge the contractual interest rate.

In the event that the receivables under the credit card costs are not settled, the Bank will calculate and charge default interest rate at the statutory default interest rate that is variable in accordance with legal regulations.

10. Collaterals

For the purpose of securing payments of all the costs incurred by the use of the Card, the Client is obliged to deliver to the Bank the agreed collaterals in accordance with the Bank's request. The Bank may also request additional collaterals if the Client's creditworthiness changes or the quality of the existing collaterals worsens.

If the due obligations are not settled and / or after the cancellation / termination of the Agreement, the Bank will initiate the enforced collection procedure by enforcement of the collaterals.

11. Lost or stolen card

The User of the Card is obliged to immediately report to the Bank on a loss, theft, misuse or unauthorized use of the Card, without a delay, in order to prevent misuse.

The notice or the application is filed directly in a Branch / Business Center of the Bank during the working hours or by telephone contact on the following telephone numbers:

0800 0006 KentBank d.d.

+385 01 3078 699 EGCP contact center

The Client is obliged to confirm the telephone application to the Bank in writing without delay, in person at the nearest Branch/Business Center of the Bank, and exceptionally by agreement with the Bank by mail or e-mail on the first following working day.

Reporting of loss, theft and misuse can be done within 0-24 hours.

After receiving a notification about the loss or theft of the Card, the Bank will block the Card. The Bank will issue a new Card and a new PIN if the Client requests so with a signed and verified Request for change of the status and conditions.

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The Client can block the lost card through Internet services (e-Kent, m-Kent). By choosing this option, the Client blocks the card permanently. The Bank will issue a new card and a new PIN if the Client requests so with a signed and verified Request for change of the status and conditions.

Through the Internet services (e-Kent, m-Kent), the Client can also choose the option Temporary channel blocking and in this way the Client can block the use of the card at the POS device, ATM or Internet shopping.

The Client and the Card User bear all material and criminal responsibility for unauthorized use of the Card until the moment of reporting its loss or theft to the Bank.

If the Card User finds the Card after reporting its loss, he/she must not use it, but must immediately cut it in several places over the chip and magnetic strip and inform the Bank about it.

The cost of issuing a new Card is charged in accordance with the valid Decision on fees for business entities and residential buildings.

12. Blockage of the card, termination of the Framework Agreement

The Bank has the right to block the Card at any time, and in particular:

- in the event of a suspicion to the unauthorized use of the Card
- in case of violation of the security of the Card and using the Card with actions that indicate possible criminal offenses or their attempt - especially criminal offenses related to money laundering, terrorism or organized crime, but not exclusively
- if the Client/User of the Card fails to comply with the provisions of concluded Agreement, these General Terms and Conditions and positive regulations
- if the Client, at the request of the Bank, does not provide the requested data and the documentation necessary to determine the beneficial owners of the Client in accordance with Anti Money Laundering and Terrorist Financing Law
- in the event of the Client ceasing to exist,
- in the event of reporting a theft or loss of the Card,
- if the Client's transaction account is blocked,
- if the Client's credit account by which the Card is issued is overdrawn,
- in case of using the Card with the intention of fraud
- if the Client does not regularly fulfil obligations to the Bank arising from the use of the card

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- in the event of a significant deterioration of the Client's financial position and the Bank's assessment that the Client will not be able to meet its obligations against the Bank,
- in other situations, which relate to the security of the card or in situations significant for the security of the Bank or the exclusion of the risks of contracting parties.

The Client will be notified in a reasonable time in advance of the intention to block a particular Card or all Cards by telephone and/or in writing or in another suitable way, unless the circumstances do not allow it in advance; The Bank will then notify the Client of the aforementioned immediately after the Card has been blocked, by phone and/or in writing or in another suitable way. The Bank shall not inform the Client about the blocking if it would be contrary to the applicable legal regulations or other objectively justified security reasons (eg. those related to the prevention of money laundering and terrorism financing, organized crime, other criminal acts and similar).

If the Card User enters the wrong PIN three times in a row, the card will be temporarily blocked, that is, any further use of the card will be possible only after the end of the day (midnight).

The Bank will not notify the Client in case of temporary blocking due to incorrect PIN entry.

If the User of the Card incorrectly confirms the related Personalized Safety Credentials, the Bank reserves the right to temporarily disable the use of the card.

The Bank may block the Card for a definite or indefinite period of time, as long as there are circumstances that caused it.

The Client can terminate the use of the Card for individual or all Card Users at any time by submitting a Request for change of the status and conditions. The Bank will deactivate the Card on the day of delivery of the Request for change of the status and conditions and the Card to the Bank. The Bank may also deactivate the Card if the Client, for justified reasons, has not submitted the Card, but only the Request for change of the status and conditions.

The Bank may cancel the Agreement without providing the reasons and is obliged to notify the Client thereof at least 8 days in advance in writing. The notice period begins on the day of sending the cancellation notice.

The Bank may terminate the Agreement without a notice period, especially in the following cases:

- if, when concluding the Agreement, the Client provided the Bank with untrue or incorrect information relevant to the conclusion of the Agreement,
- if the Client/Card User does not comply with the provisions of the concluded Agreement, these General Terms and Conditions and positive regulations,

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- in case of termination of the Client's existence,
- if the Client's transaction account is blocked,
- if the Client's credit account by which the Card was issued is in an unallowed overdraft,
- in case of using the Card with the intention of fraud,
- in the event of a significant deterioration in the Client's financial position and the Bank's assessment that the Client will not be able to fulfill its obligations to the Bank,
- if the Client has not submitted the documentation determined by positive legal regulations and does not notify the Bank of all changes in the data that the Bank must dispose of in accordance with positive legal regulations
- in other situations important for security of the Bank or the exclusion of risks of the contracting parties, without warning.

In the aforementioned cases, the Agreement ceases to be valid on the day of sending a written notice of cancellation to the address of the Client's registered office registered with the Bank. On the day of termination of the Agreement, the right to use all Cards also ends. The client is obliged to return all cards cut to the Bank without delay.

Non-compliance with obligations defined by other agreements based on which the Bank is in a business relationship with a business entity and/or user or persons with whom the authorized person of the business entity and/or user are related by ownership or contract, and which gives the Bank the right to terminate that other agreement, entitles the Bank to also terminate this Agreement. For the purpose of collecting its overdue receivables, by itself and/or through third parties it has authorized to undertake collection activities, the Bank reserves the right to enter into telephone contact with the business entity and/or the user in order to agree on the settlement of the debt and send notices and warnings calling the business entity and/or the user to fulfill obligations from the Agreement. The Bank has the right to charge for notifications and reminders in accordance with the Decision on fees for business entities and residential buildings. If the business entity or the user does not fulfill its due obligations, the Bank has the right to initiate a collection procedure in accordance with the regulations after the cancellation/termination of the contract.

Upon termination of the Agreement, the unpaid amount of expenses incurred by the use of the Card, with related uncollected interest rates and fees, are immediately due for payment in full - on the day the cancellation notice period expires. Upon termination of the Agreement, the Client and each Card User is obliged to settle all financial obligations arising from the use of the Card without delay.

The Client is obliged to notify the Bank without delay of the termination of the registered activity, ie. deletion from the register, in which case the Agreement is terminated with the date of deletion of the Client

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from the official register and the Client may no longer use the Card and is obliged to immediately cut it through the magnetic strip and chip and deliver in the Bank. The termination of the Client's existence does not exempt the Card User from paying the Card's obligations on the basis of joint liability.

13. Notifications and complaints

The Bank informs the Client of the transactions executed by all Cards through the transaction notification. Notifications about completed transactions are delivered to the Client (contact person from the application form) by post mail or electronic mail to the e-mail address specified by the Client in the application form or can be downloaded via Internet banking e-Kent.

The Client is obliged to inform the Bank about all status and financial changes, as well as about changes in the Card User's personal data that may affect the proper fulfillment of obligations arising from the use of Cards.

The client is obliged to check the accuracy and completeness of all data on transactions indicated in the transaction notification.

The Client can make a complaint about a card transaction in writing without delay and no later than within 30 days from the date of debiting the account.

The complaints regarding the Card may be submitted in one of the following ways:

By post mail to the address: KentBank d.d., 10000 Zagreb, Gundulićeva ulica 1,

telefon: 0800 0006

e-mail: prigovori@kentbank.hr

If it concerns the resolution of requests or complaints of the Client/Respondent to the processing of personal data and the exercise of client rights related to the processing of personal data, the complaint procedure and deadlines from the General Data Protection Regulation and "Personal Data Protection" from these General Terms and Conditions shall apply.

The complaint about a card transaction does not release the Client of the obligation to pay the cost of the disputed transaction.

In case of a justified complaint, the Bank shall act in accordance with the Client's request and in case of an incorrectly executed transaction or in case of the execution of an unapproved transaction, the amount of the incorrectly executed transaction or unapproved transaction will be returned to the Client. In case of the execution of an unapproved transaction from the Client's account, the Bank shall bring the debited

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account to the balance that would correspond to the balance of that account if the unapproved transaction had not been executed.

All costs of the unjustified complaint procedure are borne by the Client in accordance with the Bank's Decision on fees for business entities and residential buildings.

The Bank does not assume any responsibility for the amount of an unexecuted, improperly executed or unauthorized card transaction and for fees, interest rates and damages resulting from it:

- if the execution of an unauthorized card transaction or the non-execution or improper execution of a card transaction is the result of exceptional and unforeseeable circumstances that the Bank cannot influence,
- if the execution of an unauthorized card transaction or the non-execution or incorrect execution of a card transaction is a consequence of an obligation arising for the Bank from other binding regulations,
- if the execution of an unauthorized card transaction or the non-execution or incorrect execution of the card transaction is the result of the Card User's fraud,
- if the Client has not notified the Bank immediately, without delay, and no later than within 30 days from the day of debiting the account, of non-execution, improper execution or execution of an unauthorized card transaction.

The Bank does not assume any responsibility for the goods and services purchased with the Card, the validity of the information provided or the refusal to accept the Card by the point of sale. The complaints related to the quality of the purchased goods and services are dealt by the Card User with the point of sale.

The Client bears the damage caused by unauthorized and improper use of all Cards linked to the account.

The Bank is not responsible for the unavailability of 3D payment services, caused by technical problems on the Client/User's computer equipment, outages or disturbances in the telecommunication channels, power system outages, problems on the part of the Internet point of sale or as a result of force majeure.

If the Client believes that the Bank does not comply with the provisions of the Framework Agreement or the law governing payment transactions and payment services, the Client may send a written complaint to the Bank.

The complaints are submitted in one of the following ways:

By post mail to the address: KentBank d.d., 10000 Zagreb, Gundulićeva 1,

Telefax: 385 1 4981 910

e-mail: prigovori@kentbank.hr

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directly in all branches/business centers of the Bank.

The Bank shall respond to the complaint within 10 days from the receipt of the complaint. Exceptionally, if more time is required to resolve the complaints (eg. in cases when resolving the complaint is out of the Bank's control), the Bank shall respond to the complaint within 35 days from the receipt of the complaint, and in such a case, the Bank shall send a temporary response within 10 days after the receipt of the complaint stating the reasons for the delay in responding to the complaint.

The Client, the Card User and the Bank will try to settle peacefully all disputes arising from the use of the Card and if they fail to do so, the jurisdiction of the court in Zagreb will be agreed upon.

14. Responsibility of the Client and the User of the Card

The Client is obliged to inform the Bank of all its status changes in writing, the change of the address and contact information (including, but not limited to, the last address provided to the Bank, phone number, mobile phone number, etc.) and guarantees the completeness and accuracy of all delivered contact information.

Otherwise, the Client is responsible for any damage that might be caused to the Bank or the Card User by failing to report to the Bank and is obliged to compensate the Bank for any damage, loss or expense that might arise as a result of the delivery of untrue and/or incomplete data. The Client is obliged to notify the Bank no later than eight days after the occurrence of the change.

For security reasons, the Card User is required to deal with the Card and the PIN with the care of a good businessmen and is obliged:

- not to allow third parties the use of the Card,
- to immediately notify the Bank/EGCP of a loss, theft, misuse or unauthorized use of the Card,
- to keep the confidentiality of a PIN. The PIN cannot be disclosed to third parties, nor be written or kept in any form together with the Card,
- to make sure when entering the PIN that no one sees the entered secret number. In case of a suspicion that someone knows the PIN, to change the PIN at the ATM with the available PIN change service. In case of a suspicion to use the card with such a compromised PIN, to immediately notify the Bank, so that the card is timely blocked,
- to ensure that all card transactions at the point of sale are carried out in the user's presence and under the user's supervision,

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- to undertake all reasonable measures to protect the personalized security credentials of the card and not provide the card information, except in case of using the Card in accordance with these General Terms and Conditions,
- to request from the point of sale the confirmation for a declined card transaction,
- to suspend the execution of the ATM transaction and immediately notify the Bank in case of observing any irregularities or atypical work of the ATM, atypical equipment or unusually placed cameras at the ATM or a self-service device,
- to avoid carrying out a card transaction through unverified Internet pages and ensure that the payments are solely made via computer with the adequate virus protection or other programs of the malicious code.

Liability for a damage caused by careless, unauthorized or incorrect use of all cards or non-compliance with the provisions of these General Terms and Conditions as well as any costs arising therefrom shall burden the Client. All risk of misuse of the PIN falls solely on the Client.

The Client and Card User undertakes not to use the Card for illegal purposes, including the purchase of products and services that are prohibited by law in the territory of the country where the Card User is located at the time of the transaction. By accepting these General Terms and Conditions, the Client and the Card User assume all responsibility for the case of illegal purchases with Cards that are the subject of these General Terms and Conditions.

If the User does not provide the Bank with a mobile phone number or does not notify the Bank of any change in the mobile phone number, the Bank is not responsible for conducting an Internet transaction that includes the 3D secure payment service. The user of the 3D payment service is obliged to restrict and disable access to his or her mobile phone by third parties.

15. Protection of personal data

The Bank, as a processing controller of personal data, with the aim of meeting the legality of processing of personal data and other conditions established and governed by Regulation (EU) 2016/679 of the European Parliament and the Council on the protection of individuals with regard to processing personal data and free movement of such data and repealing the Directive 95/46/EC (hereinafter: the General Regulation), collects and processes personal data of its Clients in accordance with the principles and legal basis of the General Regulation.

When collecting and processing the personal data of Clients, the Bank provides them with the information from the General Regulation, depending on whether the data was obtained from the respondent or a third party.

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Data that the Bank may collect and process may include, for example, the following information:

- Identification data (surname, name, date of birth, gender, citizenship, residence address, OIB)
- Data of the identification documents (number and type of identification document, date of issue, expiration date, document issuer / place of issuing a document)
- Financial identification data (numbers of transaction and deposit accounts, credit numbers, credit and debit card numbers, secret codes (PINs, PANs, etc.))
- Financial transactions (announced and executed payments, account balances, assigned credit lines, deposits, guarantees)
- Memberships in associations (memberships in trade unions, political parties, etc.)

If the Bank collects and processes certain categories of personal data not mentioned in these General Terms and Conditions, the Bank shall inform the Client on their collection and processing at the time of their collection by the document "Privacy Statement" adjusted to the collection and processing of personal data for different purposes which are stated in the statements in question.

The Clients may find the Privacy Statements on the Bank's website www.kentbank.hr and in a Branch/Business Center of the Bank.

The Bank may also provide clients with additional information on the collection and processing of their personal data in relation to the specificity of a particular credit product, whether verbally or otherwise.

The Bank collects and processes the personal data from the respondents required to fulfill the purpose for which they were collected and they are collected on the basis of one of the legal bases specified in the General Regulation, ie. if the processing is necessary for the execution of a contract in which the respondent is a party, if the processing is necessary for taking actions at the client's request before concluding the contract, if the processing is necessary for the needs of the Bank's legitimate interests or to comply with the Bank's legal obligations.

This includes the right of the Bank to use, collect, save, organize, duplicate, record and have an insight into the personal data for the purpose of the regular business operations of the Bank and member of the group to which the Bank belongs in a third country.

The Bank may forward personal information to third parties, such as:

- processors and joint controllers registered for performing the activity of fulfilment of the processing purpose that meet the adequate level of protection of personal data

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- authorized bodies and employees of the Bank as well as a member of the group to which the Bank belongs in a third country for the purpose of performing the Bank's regular business operations, in accordance with the law and/or internal rulebooks and procedures of the Bank.

Furthermore, the Bank may collect personal information on the total amount, type and regularity of the performance of the obligations arising out of any legal basis, as well as submit them to the authorized attorneys' offices or other advisors, state institutions and other public bodies, all during the term of a certain contractual relationship as well as for the needs of any later procedures and actions related to non-fulfillment or irregular fulfillment of contractual obligations arising from this contractual relationship.

The Bank will process the personal data of the Clients only for the fulfilment of the purpose for which they have been collected, such as:

- the assessment of the existence of risk of money laundering and terrorism financing,
- delivery of data to competent institutions, processors and / or processing controllers for the purpose of fulfilment of the Bank's legal and contractual obligations,
- delivery of data to the authorized bodies of the Bank, employees and group members in a third country in the form of the reports at different time intervals which must be submitted by the Bank in accordance with the law and/or internal rules and procedures of the Bank,
- for the purpose of direct marketing during and after the expiration of the business relationship.

If the processing of personal data is based on the consent as the legal basis of the processing, the Client may withdraw the consent at any time, but the withdrawal of the consent will not affect the legality of processing that was based on the consent before it was withdrawn.

The Bank shall keep the Client's personal data as long as permitted by the relevant legal regulation that relates to certain processing of personal data, ie. as much as the respondent allows in his or her consent.

During the term of the contractual relationship, the Client has the following rights:

- The right to be informed,
- The right of access,
- The right to correct all personal information that is inaccurate or incomplete,
- The right to delete personal data,
- The right to restrict processing of personal data,
- The right to transfer the data to the respondent and/or other processing controller,

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- The right to complain about personal data processing including the complaint to making solely automated decisions as well as the complaint to data processing for direct marketing purposes.

The Client may at any time achieve such rights in the form of the Bank or in a free form and submit it to the Bank in one of the following ways:

- by post mail to the address KentBank d.d. Gundulićeva ulica 1, 10 000 Zagreb,
- by e-mail to the address szop@kentbank.hr,
- by fax at +385 75 802 604,
- personally, in a Branch/Business Center of the Bank

The Bank undertakes to keep all information that it found out in connection with the Client confidential in accordance with the legal regulations.

16. Changes to the agreement

The Bank reserves the right to propose changes and amendments of any part of the agreement and it is obliged to announce proposals on its official website and make them available on all its distribution channels.

The Bank may also deliver the Notice on changes and amendments of the Agreement to the Client along with the Transaction Notification for the accounting period during which the proposed amendments were made.

The proposed changes and amendments to the Agreement will be published on the Bank's official website and in the Bank's Branches at least 15 (fifteen) days before they come into force. It will be considered that the Client agrees with changes and amendments to the Agreement if the Client does not notify the Bank in writing that he or she does not accept them by the date of their entry into force. After receiving the Client's written notice of non-acceptance of changes and amendments to the Agreement, the Client shall be deemed to have canceled the Agreement, and in that case the Client is obliged to pay off to the Bank without delay all due obligations arising from the use of the card, as well as to return the Card to the Bank. The Bank may apply changes that are more favorable to the Client without prior notification to the Client.

17. Final provisions

General Terms and Conditions are published on the Bank's website www.kentbank.hr and they are available in all Branches of the Bank.

The relationships, mutual rights and obligations of the Client and the Bank are governed by the law of the Republic of Croatia.

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Any disputes arising from the provisions of these General Terms and Conditions will be resolved by agreement between the Client and the Bank, and in the event of a failed agreement, the law of the Republic of Croatia shall apply to the business relationship between the Client and the Bank.

For the resolution of possible disputes arising from the business relationship between the Client and the Bank, the courts with the jurisdiction where the Bank's headquarters falls within will be competent locally, unless explicitly agreed by the clause otherwise, that is, if there is no exclusive jurisdiction of another court or a competent body. The same local jurisdiction is also applicable to a non-resident Client.

The General Terms and Conditions of the operations with Visa Classic Business Credit Card and Master card Business Credit Card for business entities shall enter into force on 1 January 2023.

Upon entry into force of these General Terms and Conditions, the General Terms and Conditions of the operations of KentBank d.d. with MasterCard Business Card for business entities applicable from 1 October 2020 shall cease to be valid.