



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

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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 open with the Bank with the benefits in the use of certain banking services, the option of using certain non-banking services and the use of premium services, depending on the type of the contracted Package.

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

2 Meaning of certain 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.

BUSINESS PACKAGES (hereinafter: Package and / or Packages) - packages of services that provide the Holder of the transaction account open with the Bank with the benefits in the use of certain banking services, the option 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/USER - business entity or any legal or natural person operating 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, 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 may use certain types of Packages within the offer of the Bank.

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

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FRAMEWORK AGREEMENT shall mean:

- These 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 maintainance of the transaction account and performing payment and other services
- 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 operations with Internet services, the agreement on credit card operations...)
- Decision on fees for business entities and residential buildings
- Decision on interest rates for business entities and residential buildings
- Time of receipt and execution of the payment order

REQUEST (OR APPLICATION FORM) - a written document/form, entitled: Business Package Request (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 which contains the data about the User and establishes 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 this document, the Respondent is the Client of the Bank.

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

PROCESSING CONTROLLER - a natural or legal person, a public authority body, agency or other body that alone or jointly with others determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by a Union law or a Member State, the processing controller or the specific criteria for its nomination may be provided for by the law of the Union or a Member State. Within the meaning of the terms in this document, the processing controller is the Bank.

ON - LINE BANKING - a set of Bank services consisting of internet banking services (e-Kent) and mobile banking services (m-Kent)

Charge business credit card - the card with deferred payment issued to the User at the Client's request. All costs incurred by its use and debiting during the accounting period are entirely due for the collection once a month on a specific due date, with the accounting period of one month.

Revolving business credit card - issued to the User at the Client's request. The Client pays off the total amount of expenses once a month in the agreed percentage; in the minimum repayment amount on a specific due date, with the accounting period of one month.

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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: Client/User) by submitting the completed and signed Request/Application for contracting Packages in the Branch of the Bank or by other distributive channel which the Bank may use for contracting services (eg. the Bank's website, online services and other that the Bank determines to represent the distribution channel for a particular product or service). The applicant allows the Bank to check all data listed in the Application Form as well as to collect any necessary additional information about him or her. The package is contracted for an indefinite time.

The Bank and the Client shall 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 option 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 shall 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 shall resolve any complaints regarding non-banking services or benefits with a third party – the non-banking service provider.

The Bank may introduce new and change or revoke the existing non-banking services and benefits within the Package for the purpose of the improvement of the quality of services and benefits or changes in the market conditions of the operations 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 do this in another convenient way, no later than 8 (eight) days before the beginning of their application. The Bank may consider in good faith 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 shall be informed before contracting a non-banking service through the Package offer available on the Bank's website www.kentbank.hr and in the branches of the Bank.

The Client will have 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.

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 in a determined percentage for national orders in the national currency in electronic form (intrabank payment order) except for the orders marked urgent
- Lower fee in a determined percentage for national and cross border orders in the national currency in electronic form (interbank payment order) except for the orders marked urgent
- Certain number of free BON 2 per year
- Issuance of the card to the User free of charge (Visa Classic Business Card and Maestro Business Debit Card for business entities)
- User registration fee free of charge (Visa Classic Business Credit Card/Mastercard Business Card for Business Entities)

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 above-mentioned banking services, the business package Gold also includes the following service

- *Banking service:* Issuance of two metal Visa Classic Credit Cards for a legal representative and a natural person determined by the Client's legal representative

In addition to the above-mentioned banking services, the business package Black also includes the following services:

- *Banking services:*

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- Monthly membership fee free of charge (Charge/Revolving Business Credit Card for business entities)
- Issuance of two metal cards for a legal representative and a natural person determined by the Client's legal representative

Non-banking service: the use of Quintessentially concierge services

The Client acquires the right to use a 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 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, has been identified and recorded in the system of the 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 concierge 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 these 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 Concierge Service (called Kent Club Concierge) will be terminated after the expiration of 12 (twelve) months from the date of the activation of the Quintessentially membership or earlier or earlier in case of modification or termination of the contract between the Bank and the Quintessentially Concierge Service Provider by the service provider. 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 concierge service no later than within 15 (fifteen) days from the termination of the right of use 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 the scope of all services of a particular Business Package is available on the Bank's website www.kentbank.hr and in 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 change of the Package will be charged in accordance with the Decision on fees for business entities and residential buildings. The one-time fee for opening the package shall not be calculated by transition 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 Package User personally in a branch/the business centre of the Bank.

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 shall not be collected.

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

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

The Bank may deny the right to use the Package permanently or only for a particular product included in the Package, both permanently and temporarily, whereby it shall still charge the User the full price of the Package in accordance with the Decision on Fees for Business Entities and Residential Buildings until 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 the following cases:

- If the User of the Package does not adhere to the provisions of this Terms and Conditions and the 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.

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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 shall 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 shall end as well as the right to use the Premium and 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 the fee for using each particular service will be charged in accordance with the Decision on fees for business entities and residential buildings.

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

7 Fees

The fee amount depends on the type of the contracted Package. The User shall 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 the 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 the 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 shall 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 funds in the User's transaction account as at the last day of the current month without the User's further consent. 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 the payment service.

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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 shall make response within the legally stipulated period, if determined, and in other cases, within 15 (fifteen) days from the day of receiving the complaint.

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 shall apply to relations, mutual rights and obligations between the User and the Bank. The User and the Bank shall resolve any disputes arising from these Terms and Conditions by mutual agreement. The jurisdiction of the court where the seat of the Bank falls within shall be determined for resolving any possible disputes.

Any possible disputes shall be governed by the 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 the complaints and deadlines as determined in the General Data Protection Regulation and Personal Data Protection under these Terms and Conditions shall be applied.

9 Banking Secrecy and Personal Data Protection

Information on the Bank's clients, the 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 being processed, as well as all other information that the Bank is obliged to provide to the Package User as the processing controller, 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.

By signing the Application, the Package User accepts these 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 operations with Visa Classic Business Credit Card and Mastercard Business Credit Card for business entities, General terms and conditions of KentBank d.d. for the operations with Visa Classic Debit Card and Maestro Business Debit Card for business entities, General terms and conditions of KentBank d.d. in credit and deposit operations with business entities, General terms and conditions for the use of internet services for business entities, Daily limits for cash withdrawals and payment at the points of sale labeled with a Visa or Mastercard card company (depending on the type of the card used by the Client), Time of receipt and execution of payment orders.

The Bank reserves the right to make amendments to these Terms and Conditions and shall 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 User's valid address entered in the court register or the User's most recent address known to the Bank shall be considered valid.

The General terms and conditions for the use of business entities packages of 15 April 2022 shall cease to apply on the day of entering into force of these General terms and conditions.

These General Terms and Conditions shall enter into force on 1 January 2023.