



**General Terms and Conditions of KentBank d.d.
on the operations with
Credit Cards for Business Entities**

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1. INTRODUCTORY PROVISIONS

General Terms and Conditions of KentBank d.d. on a Credit Card for Business Entities (hereinafter: Terms and Conditions) regulate the rights and obligations of the Client and the Card User in the use of the Card and the rights and obligations of KentBank d.d. (hereinafter: the Bank) in providing the Card related services. All persons listed in the Application Form/Request 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. on transaction accounts and providing payment and other services for business entities, General Terms and Conditions on Issuance and Use of a Digital Wallet for Visa business Debit and Credit card Users, General Terms and Conditions on 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“.

As for the mentioned 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 Bank's Acts.

2. DEFINITION OF TERMS

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

Bank's Acts - all documents and decisions made by the authorized bodies of the Bank according to the regulated procedure describing the rights, powers and obligations of the Client, the Client's proxies and all other persons who assume rights and obligations for the Client against the Bank as well as the Bank itself (e.g. General Terms and Conditions, Decisions on fees, etc.).

ANI (Account Name Inquiry) - a security measure used in authorizing a card-not-present (CNP) transactions to check whether the name and surname of the Card User, which the Card User specified during the purchase, matches the name and surname registered in the Bank's system and stated on the card.

AVS (Address Verification Service) - a security measure used in authorizing a card-not-present (CNP) transactions to check whether the Card User's postal code, which the Card User specified at the time of purchase, matches the Card User's mail delivery address registered in the Bank's system.

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

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

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Tel: +385 1 4981 900 Fax: +385 1 4981 910

E-mail: kentbank@kentbank.hr

Internet page: www.kentbank.hr

SWIFT: KENBHR22

IBAN: HR5741240031011111116

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.

ATM - an electronic device that allows Card Users to withdraw/deposit cash as well as other services provided by the Bank by the use of this device.

Biometric authentication - a procedure that verifies a person's identity when the User accesses a mobile token or mobile banking, based on the use of two mutually independent elements, one of which represents the User's property (eg. a fingerprint or face recognition) while the other represents the authentication and authorization means assigned by the Bank to the User (eg. Token/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 or mobile banking and/or when conducting a payment transaction. Face recognition authentication is the method of biometric authentication that is based on the face recognition with the biometric characteristics stored by the User in the mobile device used to access the mobile token or mobile banking and/or when conducting a payment transaction.

Charge business credit card – is a cashless payment instrument issued by the Bank to the Card User at the Client's request and all costs incurred by its use debiting the amount of consumption at the points of sale or ATMs, in Croatia or abroad, during the current billing period, are due for payment in full in the next billing period, where the billing period is one month.

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

Digital bank services - Bank services that are available to Clients through Digital Channels.

Digital wallet - an application on a mobile device through which the Service Provider enables the Card User to add the Card within the Service Provider's mobile application for the purpose of initiating payments and carrying out Card payment transactions with a mobile device at ATMs and points of sale that accept the Digitized Card as a payment instrument or support contactless payment. The service provider also determines the type and characteristics of the mobile device on which it is possible to contract and install the application.

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Digital card - a tokenized, device-specific version of a physical card issued by the Bank to the Card User and serves as a means of payment and cash withdrawal. The digital card represents a payment instrument and it can be used to initiate and execute payment transactions on the receiving device or remotely where it is possible to use this form of a payment instrument. The terms and conditions on issuance and use of Visa debit and credit cards of business entities between the Bank and the User also apply to the Digital card, unless otherwise stated in these General Terms and Conditions. The issuer of the Digital card created within the Digital Wallet is the Bank.

Daily limit - the maximum number of transactions and the maximum amount of money determined by the Bank, up to which the Card User may use the Card in one calendar day for ATM cash withdrawals and/or to pay for goods and services at the points of sale and online points of sale in the Republic of Croatia and/or abroad. The specified limit also applies to contactless payment transactions.

EFT-POS device (Electronic Fund Transfer/Point of Sale) - terminal at the point of sale intended for cashless payment by electronically carrying out transactions.

Electronic payment transaction - payment and other banking transactions and services initiated via Digital Services. All transactions initiated via Digital Channels are equivalent to those signed with a handwritten signature.

Internet sales point - the sales point that allows selling goods and/or services on the internet (natural or legal person) that accepts the Card as non-cash means of payment.

Data Subject - an identifiable individual; a person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that individual. For the purposes of this document, the Data Subject is the Bank's Client.

Card - a payment card is a tool that allows its holder to pay for goods and services either via a receiving device or remotely and/or that enables cash withdrawal and/or the use of other services at an ATM or other self-service device, as well as the transfer of funds that enables the initiation of a payment transaction and its execution within the framework of the card payment scheme. It can be in the form of a plastic card or in some other form.

Card payment scheme - a card payment scheme is a system of rules, procedures and processes defined by a Visa or Mastercard company for executing payment card transactions and cash withdrawals. It includes all the functions, procedures and regulations necessary to enable a payment transaction between a cardholder and a service provider.

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Client - a business entity that has a business relationship with the Bank and has been granted such status under the regulations of the Republic of Croatia.

Card User - a natural person authorized by the applicant to use the credit card in accordance with the Request for the issuance of a card for business entities whose name is printed on the card.

Credit card - means a personalized payment instrument, an internationally accepted charge/revolving credit card (Visa Classic business charge credit card and/or Visa Classic business revolving credit card), which the Bank issues to the Card User and which is used to pay for goods and services at the points of sale, cash withdrawal and for other approved purposes.

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

Mobile Token (hereinafter: **m-Token**) - a cryptographic device that the Digital Services User installs on a mobile device as part of the m-Kent application, which is used for authentication and/or authorization of electronic transactions.

Mobile Device - for the purposes of these General Terms and Conditions, a mobile device is considered a portable electronic communication device (mobile smartphone, tablet, smartwatch) on which it is possible to install mobile applications.

Notification of completed credit card transactions - means a notification to the Client, which contains information on: completed payment transactions, i.e. expenses incurred using the cards, fees, membership fees, interest that belong to the Bank, information on the minimum amount of repayment of incurred expenses (debiting percentage).

Billing period - the period between the creation of two Notifications on credit card transactions, which is calculated from the day after the creation of the previous Notification on credit card transactions until the day of the creation of the next Notification on credit card transactions.

Framework Agreement (hereinafter: Agreement) - an agreement that the Bank concludes with the Client which regulates mutual rights and obligations on opening, maintaining and closing of a Transaction Account open with the Bank and providing payment services, and consists of:

- General Terms and Conditions on transaction accounts for business entities,
- Agreement on opening and maintaining a transaction account and providing payment services,
- A special request and/or agreement on other payment and/or other services if such was submitted and/or concluded together with the corresponding special General Terms and Conditions (e.g. a card contracting

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request, a package contracting request, an agreement regulating operations with Internet Services and cards and other)

- Questionnaire and request for opening a transaction account for business entities,
- Time of receipt and execution of the payment order,
- Decisions on fees for business entities and residential buildings,
- Decision on interest rates for business entities and residential buildings

Personal data - means any information relating to an identified or identifiable natural person ('data subject')

Personalized security credentials - personalized features that the Bank provides to the User for the purpose of authentication and authorization of transactions, which can be a username, password, identification code, SMS code, PIN.

PIN (PERSONAL IDENTIFICATION NUMBER) - a personal, strictly confidential and secret identification number known exclusively to the User, who uses it to authorize payment transactions and/or serves to authenticate the User and as protection against unauthorized access to the Bank's Digital Channels.

Applicant - is a natural person, legal representative who submits on behalf of the Client a signed Application Form and/or Request for cancellation (deactivation) and/or any other change to the contracted Digital Services

Business Entity - any legal or natural person acting within the scope of their economic activity or free profession, and other non-consumers, who may have resident or non-resident status

Reliable authentication - means an authentication based on the use of two or more elements categorised as knowledge (something only the user knows), possession (something only the user possesses) and inherence (something the user is) that are mutually independent which means that the breach of one does not compromise the reliability of the others and are designed in such a way as to protect the confidentiality of the authentication data whereby at least two elements must belong to a different category.

Reliable authorization - the User's consent to execute the payment transaction ie. the payment order that includes elements which dynamically link the transaction to the amount and the payee.

Application Form - the request for the use and/or other form of the Bank that contracts the use of the Bank's services such as the Bank's Digital Services or the Card.

Reference exchange rate - the exchange rate used as the basis for the currency conversion, which is made available by the payment service provider or which originates from a publicly available source.

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Revolving business credit card - is a credit card whose use means that all costs incurred by debiting it at the points of sale and ATMs during the current billing period are due for collection in the next billing period at the agreed percentage, with the billing period being one month.

Transaction Account - any multicurrency account that is opened and maintained by the Bank for business purposes of a business entity (hereinafter: the Account) used for the execution and recording payment transactions in the national currency of the Republic of Croatia and other currencies in the Bank's Exchange Rates.

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 laid down by the Union law or by the law of a Member State, a Processing Controller or separate criteria for its appointment may be provided for by the Union law or the law of a Member State. For the purpose of this document, the Processing Controller is the Bank.

Request - is any form in the form and content acceptable to the Bank that the Client submits to the Bank for contracting any product or service of the Bank or for changing and/or cancelling the contracted products or services.

3D Secure service (3DS) - enables reliable authentication and secure purchase for the authorized card user when paying with the Bank's debit and credit cards at all online sales points that support the 3D protocol (Visa Secure, Mastercard Identity Check). Prerequisites for using the 3DS service with the Bank's cards are a valid Card and m-Token of the Bank.

3. THE ISSUANCE OF THE CARD, PIN AND THE ACTIVATION OF THE CARD

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 Application Form 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 Form and collect the additional information which the Bank deems necessary for making a decision on issuing the Card.

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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 the Application Form for the Issuance of the Card. The Bank will provide the User with a PIN to the address specified in the Application Form for the Issuance of the Card.

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.

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.

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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. APPROVALS AND USE OF THE CREDIT LIMIT

On the basis of the creditworthiness 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 shall 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 collection with the following maturity date.

5. USE OF THE CARD

The business credit card is used as the 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 the part of the functionality of the issued card.

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

- a) by inserting or tapping and using the card at the ATM with entering the PIN or unlocking the Mobile Device when using the Digital Wallet;

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- b) by inserting or tapping and using the Card at an EFT - POS device and, depending on the transaction confirmation system, without or with entering the Card PIN or by signing or unlocking the Mobile Device when using the Digital Wallet;
- c) by entering and/or providing Personalized Security Credentials, excluding PIN, at the request of the merchant when paying at Online Points of Sale, catalog or telephone sales;
- d) by entering and providing information (at the online point of sale) about the card number, card expiration date and the three-digit number on the back of the card – for online payment or 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. Neither the Client nor the Card User can revoke the execution of a payment transaction with the Card once it has been authorized.

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

The Card User is obliged to keep the transaction confirmation when purchasing goods and services or the confirmation of the cash pay out.

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

In order to reduce the risk of misuse of cards for online payments and other transactions when the card is not physically present, the Bank performs additional security checks during authorization using AVS (address verification) and ANI (account owner name verification) services.

5.1 Contactless payment

The Card User has an option at the point of sale to choose to pay by card either contactlessly (by tapping the Card on the EFT-POS terminal) or by contact payment (by inserting or swiping the Card through the EFT-POS terminal).

1. By tapping the Card on the reader, the Card User gives consent to the execution of the transaction. The maximum amount for a contactless payment without PIN verification depends on card scheme rules, regulatory requirements and the Bank's decisions, and is available on the Bank's website. For transactions above this amount, as well as in cases where requested by the EFT-POS terminal, the consent must be additionally confirmed by entering the PIN.

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The Bank reserves the right, for risk-control purposes or in other cases where it deems necessary, to require the Card User to authorize a particular contactless payment transaction before it is executed.

Following the realization of contactless payment transactions authorized at the point-of-sale terminals and due to the fast execution of payment processing or technological prerequisites, card schemes have stipulated that there is no obligation for the point of sale to issue and provide a receipt (slip) for the completed contactless payment transaction to the Card User. However, if the Card User insists to receive a receipt (slip) for the completed contactless payment transaction, they may request one at the point of sale. The Card User having a contactless functionality acknowledges that, when processing contactless payment transactions, the currency date of debiting the account may be different than the date on which the contactless transaction was made and is obliged to regularly monitor card transactions and the balance of the associated account. The Card User with contactless functionality must exercise due care in handling the Card/Digital Card, prevent its use by third parties, and 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.

2. By inserting or swiping the Card through an EFT-POS terminal: the consent for the execution of the payment transaction is given by inserting the Card into the chip reader or swiping the magnetic stripe through the EFT-POS terminal, together with the User's identity verification by entering the PIN or, exceptionally, by signing the payment receipt if the EFT-POS terminal does not support PIN authorization.

6. RENEWAL OF THE CARD

The validity period of the card is determined by the Bank and the card is issued with the 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 the 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.

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

7. 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 from the source 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 the transaction made with the 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 the transaction made with the Mastercard business revolving or charge credit card applying the Mastercard exchange rate on the 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>
- www.kentbank.hr

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 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.

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 the card, through the standing order, in such a way as

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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.

The expenses made with the Charge Card in one accounting cycle are due for the collection in its entirety.

For the expenses made with the 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 the 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. The 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 collateral 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.

8. 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.

The interest rate under the revolving card is fixed 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.

If the 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 contracted interest rate.

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If 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 the legal regulations.

9. COLLATERAL

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 collateral in accordance with the Bank's request. The Bank may also request additional collateral if the Client's creditworthiness changes or the quality of the existing collateral worsen.

If 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 collateral.

10. 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 the 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 the signed and verified Request for change of the status and conditions.

The Client can block the lost card through the Digital 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 the signed and verified Request for change of the status and conditions.

Through the Digital services (e-Kent, m-Kent), the Client may 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.

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

11. 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 the 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 death of the Card User or the termination of the Client,
- 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
- in the event of the 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 the 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 of blocking a particular Card or all Cards by telephone and/or in writing or in another suitable way, unless the circumstances do not allow this 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 will not inform the Client about blocking if this is 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).

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If the Card User enters an incorrect PIN three times in a row at an ATM, the card will be temporarily blocked. Further use of the card will be possible 24 hours after blocking or earlier if the Card User contacts the Bank for this. In the event of entering three incorrect PINs in a row at a POS device, the card will be temporarily blocked. The card can be unblocked at any bank's ATM using the account balance check or cash withdrawal service, provided that the Card User enters the correct PIN during authentication. If after the above actions it is still not possible to use the card, it is necessary to contact the Bank. The Client will not be notified by the Bank in case of temporary blocking due to incorrect PIN entry.

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

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

The Client may at any time terminate the Agreement by the delivery of the written statement to the Bank and by returning the cards of all Card Users to the Bank. The notice period is one month and starts to run by the day of the delivery of the written statement to the Bank.

The Client may at any time terminate the use of the card to an individual or all users of the Card by the delivery of the change request. The Bank will deactivate the Card on the day of the delivery of the change request 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,
- 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,

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- 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 the cancellation to the address of the Client's registered office registered with the Bank. On the day of the 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 the obligations defined by other agreements based on which the Bank is in a business relationship with the business entity and/or the user or persons with whom the authorized person of the business entity and/or the 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 under 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 the collection procedure in accordance with the regulations after the cancellation/termination of the contract.

Upon the termination of the Agreement, the unpaid amount of expenses incurred by the use of the Card, with the related uncollected interest rates and fees, are immediately due for payment in full - on the day the cancellation notice period expires. Upon the termination of the Agreement, the Client and every 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 the deletion of the Client 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.

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12. NOTIFICATIONS, CLAIMS 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 the obligations arising from the use of the 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 the 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 the requests or the 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 the deadlines under the General Data Protection Regulation and "Personal Data Protection" from these General Terms and Conditions shall apply.

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

In case of the justified complaint, the Bank will 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 the unapproved transaction from the Client's account, the Bank will bring the debited 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.

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The Bank does not assume any responsibility for the amount of unexecuted, improperly executed or unauthorized card transactions nor fees, interest rates or damages resulting from them:

- if the execution of an unauthorized card transaction or the non-execution or improper execution of the 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 the card transaction is a consequence of the 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 immediately notified the Bank, 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 sending an email to: prigovori@kentbank.hr
- by submitting a written complaint in person at any branch of KentBank d.d.
- by sending a written complaint by post mail to: KentBank d.d., Gundulićeva ulica 1, 10000 Zagreb, marked "Complaint"
- via the KentBank d.d. website <https://www.kentbank.hr>
- via the Internet Banking service (e-Kent), if the service has been contracted.

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The Bank shall respond to the complaint within 10 days from receiving 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 receiving the complaint, and in such case, the Bank shall send a temporary response within 10 days after receiving the complaint stating the reasons for the delay in responding to the complaint.

The Client, the Card User and the Bank will try to peacefully settle 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.

13. RESPONSIBILITY OF THE CLIENT AND THE CARD USER

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 most recent 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 the 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 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,
- 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,

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- 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 the card transactions 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
- always keep the Card in a safe place, protected from mechanical damage and magnetic fields (mobile phones, remote controls, speakers),
- not provide personal information, especially the ID card number, OIB, passport number, etc., as well as information about the Card (card number, expiration date, control number and other security features such as the control number) to unverified web browsers, unknown persons via telephone or SMS, and in responses to unverified messages by e-mail or other communication channels. The Card User is obliged to check the legitimacy of each communication by contacting the Bank exclusively through official channels. The Bank will never request that security information about the Cards be sent via e-mail, social networks or other unverified channels, nor will it ever request codes generated via tokens.
- identify at the point of sale with a valid identification document at the request of the point of sale,
- return the cut Card to the Bank upon the termination of all authorizations in the use of the Card.

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

The Client and the 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 the Cards that are the subject of these General Terms and Conditions.

If the User does not provide the Bank with the mobile phone number or does not notify the Bank of any change in the mobile phone number, the Bank is not responsible for conducting the 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.

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14. BANKING SECRECY AND PROTECTION OF PERSONAL DATA

Data on the Bank's clients, legal representatives of the client and other persons authorized to represent the Bank's client, as well as facts and circumstances that the Bank has learned on the basis of providing services to Clients and performing transactions with an individual Client, are considered banking secrecy and may be disclosed by the Bank only in cases prescribed by law.

Information on the Bank's rights and obligations relating to the collection and processing of personal data, the purposes and legal basis for processing, and information on the rights and obligations of the clients and other persons whose personal data are processed, on security measures and protection of personal data that are processed, as well as all other information that the Bank, as the processing controller, is obliged to provide to the Client can be found in the Privacy statement for placements available on the Bank's website <http://www.kentbank.hr> and in the Bank's branches.

By accepting these General Terms and Conditions and/or submitting a completed and signed Application Form, the Client confirms to have received all the above information from the Bank through the General Terms and Conditions on transaction accounts and providing payment and other services for business entities. This point of the General Terms and Conditions relates to and applies also to Authorized Persons as well as to all other natural persons whose data the Bank processes and collects in connection with the contracting transaction accounts for business entities.

15. AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS

The Bank reserves the right to amend and supplement these General Terms and Conditions in accordance with applicable laws and the Bank's business policy. These General Terms and Conditions are available to the Client in a written form on the Bank's website www.kentbank.hr and at every Bank branch. Any amendments or supplements shall be published at least 15 days before they take effect and will be made available in the same manner. If, after being notified of the amendments or supplements to the General Terms and Conditions, the Client continues to retain and use the card, the Client shall be deemed to have accepted the amendments. If the Client does not accept the amendments to the General Terms and Conditions, the Client shall be deemed to have terminated the Agreement. In such case, the Client is obliged, without delay, to settle all outstanding obligations owed to the Bank arising from the use of the card, cut the card in half, and return it to the Bank without delay together with a written notice stating that the Client does not accept the amended General Terms and Conditions and is cancelling the card.

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The Bank may implement the amendments to these General Terms and Conditions that are more favourable to the Client without prior notice to the Client.

16. 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.

Any disputes arising from the provisions of these General Terms and Conditions will be resolved by agreement between the Client and the Bank. 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 otherwise agreed by the clause, that is, if there is no exclusive jurisdiction of another court or the competent body. The same local jurisdiction is also applicable to a non-resident Client.

The General Terms and Conditions of KentBank d.d. on the operations with Credit Cards for Business Entities shall enter into force on 10 June 2026.

Upon entry into force of these General Terms and Conditions, the General Terms and Conditions of the operations of KentBank d.d. with Visa Classic Business Credit Card and MasterCard Business Credit Card for business entities applicable from 02 October 2026 shall cease to be valid.