

**General terms and conditions
of the operations of KentBank d.d.
for the use of the packages of the business entities**

This is a translation of the original Croatian text. This translation is furnished for the customer's convenience only. The original Croatian text will be binding and shall prevail in case of any variance between the Croatian text and the English translation.

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1 General provisions

Issuer of the General Terms and Conditions of KentBank for applying the package services of the transaction account of the business entities KENTkonto and KENTskonto (hereinafter: General 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 given the approval for providing banking services and the list is published on the Croatian National Bank's website.

These General Terms and Conditions establish the mutual rights and obligations of the Bank and the Package Users.

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

2 The meaning of individual terms

GENERAL TERMS AND CONDITIONS - General Terms and Conditions of KentBank for applying KENTkonto and KENTskonto Transaction Account of the business entities.

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

PACKAGE USER - a business entity (company, craftsman, OPG, citizen's association, etc.), the owner of the transaction account who has submitted a request to the Bank for contracting a certain Package.

TRANSACTION ACCOUNT - The transaction account of the business entity of the User of the Package that is open and maintained by the Bank for the purpose of providing payment services and for other purposes related to the performance of banking services i.e. the account to which the Package is connected to.

PACKAGE AGREEMENT - These general terms and conditions, together with the Application Form and the Decision on fees in the Operations with the business entities, represent a package usage agreement.

EXAMINATION 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 the physical, physiological, genetic, mental, economic, cultural or social identity of that individual; For the purpose of this document, the Respondent represents the Client of the Bank.

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

PROCESSING CONTROLLER - a natural or legal person, a public authority body, agency or other body that alone or with others determine the purposes and means of processing personal data; where the purposes and means of such treatment are determined by the Union law or by the law of a Member State, the processing controller or special criteria for her / his appointment may be provided for by Union law or the law of a Member State. For the purpose of this document, the Bank is the processing controller.

3 Opening and Using the Package

The package could be contracted by any business entity that owns a transaction account opened with the Bank or who opens it when contracting packages.

The products are the part of the Package as follows:

- The KENTkonto package includes the following products: Transaction Account of the Business Entities, Internet Banking, Debit Cards, Loans, Term Deposits and Guarantees
- The KENTsconto package includes the following products: Transaction Account of the Business Entities, Internet Banking, Debit Cards, Credit Cards, Loans, Term Deposits and Guarantees

The applicant submits to the Bank the completed Application Form for opening the Package. The applicant allows the Bank to check all the information specified in the Application as well as additional documentation at the request of the Bank. The package is contracted for an indefinite period of time.

The User of the Package has the option for using banking products and services as well as other products (if specified so by a particular Package) at more favourable rates, ie. without the fees, and it pays a unique fee that is the price of the Package (one-time fee for opening the Package and monthly fee for the time duration of the Package).

4 Content of the Package

KENTkonto package contains the following products:

- Transaction account
- Maestro debit card
- Internet banking

For the products contained in the Package, the Package User does not pay an individual fee, but it is already included in the Package Price.

The user of KENTkonto Package realizes discounts on the following fees:

- Internal order national in HRK and national and cross-border in EUR submitted in the Bank 10%
- Internal order national in HRK and national and cross-border in EUR submitted through Internet Banking 25%
- External order national in HRK and national and cross-border in EUR submitted to the Bank 10%
- External order national in HRK and national and cross-border in EUR submitted via Internet Banking 10%
- Higher interest rate on term deposits above standard 5 b.p.
- One annual free BON2 report
- Loan processing fee 10%
- Guarantee fee 10%

KENTsconto package contains the following products:

- Transaction account
- Maestro business debit card
- Mastercard business card
- Internet banking

The User of the package does not pay for an individual fee for the products that are contained in the Package, it is already included in the Package price.

The user of the KENTsconto package has discounts on the following fees:

- Internal order national in HRK and national and cross-border in EUR submitted to the Bank 25%
- Internal order national in HRK and national and cross-border in EUR submitted via Internet banking free of charge
- External order national in HRK and national and cross-border in EUR submitted to the bank 25%
- External order national in HRK and national and cross-border in EUR submitted via Internet Banking 25%
- Higher interest rate on time deposits above the standard 10 b.p.
- One annual free BON2 report
- Loan processing fee 20%
- Guarantee processing fee 20%

5 Changes under contracted Package initiated by the Package User

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

Amendments to the Package is collected in accordance with the Decision on Fees in the Operations with Business Entities, whereby transferring to the second package does not calculate a one-time fee for opening the package.

Changes to the Package take effect on the first day of the following month, until the conditions under the previously agreed Package are applicable.

The Application for the change under contracted package is submitted by the User of the Package personally in the Bank.

5 Closure of the Package

The Bank closes the Package at the written request of the User of the Package. In the event that the Package is closed at the request of the Package User, the Closure can be carried out at any time, but not later than within one month from the date of the submission of the application.

Closing fee for the package is not collected.

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

The Bank may deny the right to use the Package permanently or only for a particular product, which is the content of the Package, both permanently and temporarily and the Bank may also temporarily terminate or cancel the Agreement with the User of the Package upon the Bank's own assessment and without prior notice.

The Bank may deny the right to use the Package or terminate the contracting relationship with the User of the Package in the following cases:

- If the User of the Package does not adhere to the provisions of these General Terms and Conditions and does not comply with the General Terms and Conditions of the Bank for each particular product or service used within the Package and / or
- If the User of the Package does not execute or delay the execution of the payment of any financial obligation under any business relationship with the Bank and / or
- In the event that there are circumstances for which the Bank may reasonably assume that they may have a negative impact on the ability of the User of the Package to regularly perform her / his obligations under the Package

Termination of the Package shall terminate the contractual relationship of the usage of the Package.

6 Fees

Fees for a particular product are collected in accordance with the Decision on fees in the operations with Business Entities.

Monthly fees for managing the accounts, Internet banking, Maestro business card membership fees and Mastercard business cards are included in the package price and the fees are not individually collected.

Fees for the loans, guarantees, payment orders and BON2 are collected as defined in the agreed Package.

Contracting fee of the Package is collected on a one time basis immediately upon contracting the Package.

The fee for the use of the Package is calculated and paid on a monthly basis and the transaction account is debited with the amount of the monthly fee with a transaction account as at the last day of the current month.

The amount of the fee depends on selected Package in accordance with the Business Fee Decision with Business Entities. In the event that the User of the Package submits an application to close the Package, the Benefits from the Package will be available by the end of that month and the fee for that month will be calculated and collected fee for the use in accordance with the Decision on fees in the operations with business entities.

7 Peaceful Settlement of Disputes

User of the package may file an objection to the Bank (complaint) connected to the payment service provider.

The objection is 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.

Documents should be attached to the objection, i.e. the data that relate to the objection of the complaint. By applying the manner of filing the objection, the Bank will declare upon the same within seven working days.

If the user does not agree with the Bank's response related under the objection, he / she has the right to file a complaint with the Croatian National Bank, Department of Client Affairs, Trg hrvatskih velikana 3, 10000 Zagreb.

The Croatian National Bank will instruct the complainant of the possibility to conduct the mediation proceedings and out of court settlement of disputes at the Conciliation Centre of the Croatian Chamber of Commerce.

In an event that the User of the Package and the Bank cannot resolve a dispute by agreement, the User may at any time file a claim for resolving a dispute between the User and the Bank with the competent court.

In order to resolve possible disputes that would arise on the basis of the General Terms and Conditions if the User and the Bank were unable to resolve it by agreement, the competent court in Zagreb will have a jurisdiction.

Any possible disputes will be governed by Croatian law.

If this is about resolving of the requests or objections of the Customer / Respondent to the processing of personal data and exercising of the rights of the Customers related to the processing of personal data, the complaint procedure shall apply as well as the deadlines under the General Data Protection Regulation and Privacy Policy under these General Terms and Conditions.

8 Personal Data Protection

The Bank, as the Head of personal data processing, and for the purpose of meeting the legalities in terms of processing personal data and other conditions established and prescribed by the Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on free movement of such data and placing Directive 95/46/EC (hereinafter: the General Regulation) out of scope, collects and processes Personal Data of its Customers in accordance with the principles and legal basis of the General Regulation.

When collecting and processing personal data of the Customer, the Bank shall provide the information to the same under the General Regulation, depending on whether the data was obtained from the respondent or from a third party.

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

- Identification data (surname, name, date of birth, sex, citizenship, residence address, OIB)
- Identification documents (number and type of identification document, date of issue, expiration date, document issuing / place of issuing document)
- Financial identification data (transaction and deposit account numbers, credit numbers, credit and debit cards, secret codes (PINs, PANs, etc.))
- Financial transactions (announced and implemented payments, account balances, assigned credit lines, deposits, guarantees)
- Membership in associations (membership in trade unions, political parties, etc.)

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

Privacy statements of the Customer can be found on the Bank's website at www.kentbank.hr, as well as in the branch of the Bank.

The Bank may also provide additional information to the Customers on the collection and processing 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 it needs in order to fulfil the purpose for which it is collected and the same are collected on the basis of one of the legal basis as set in the General Regulation, i.e. if processing is necessary for the performance of the agreement in which the respondent is a party, if the processing is necessary to undertake an action at the Customer's request prior to the conclusion of the agreement, if the processing is necessary for the legitimate interests of the Bank or for 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 regular business operations of the Bank and members of the Group to which the Bank belongs in a third country.

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

- to processing controllers and mutual managers who are registered to perform the activities to fulfil the processing purpose and who meet an adequate level of protection of personal data

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

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

The Bank will process personal data of the Customer only for the purposes for which they are collected, such as:

- the assessment of the existence of the risk to money laundering and terrorist financing,
- delivery of the data to competent institutions, executives and / or processing managers for the purpose of meeting the Bank's legal and contractual obligations,
- submitting 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 the reports of which the Bank must deliver in accordance with the law and / or internal rulebooks 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 payee as the legal basis of the processing, the Customer may withdraw it at any time, but the withdrawal of the consent will not affect the legitimacy of the processing that was based on the consent before it was withdrawn.

The Bank shall keep the personal data of the Customer as long as it is permitted by the relevant legal regulation relating to particular processing of personal data, i.e. the extent to which the respondent is permitted to do so.

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

- The right to be informed,
- The right of access,

- The right to correct any 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 data to the respondent and / or other processing controller,
- The right to complain about personal data processing including the objection to making solely automated decisions as well as the objection to data processing for direct marketing purposes.

The Customer may at any time achieve the above stated rights on the Bank's form or in a free form and submit it to the Bank in one of the following ways:

- by post mail to the address of KentBank d.d. Gundulićeva 1, 10 000 Zagreb
- by e-mail to szop@kentbank.hr
- by fax at +385 75 802 604
- personally at the branch of the Bank

The Bank undertakes to keep all information that has been disclosed in connection with the Customer confidential in accordance with the legal regulations.

9 Other provisions

For the approval and issuance of the risky products (such as overdrafts, loans, guarantees or credit cards), the Package User must meet the terms and conditions for each particular product or service in accordance with the general terms and conditions for that product or service, regardless of the usage of the package.

The Bank may grant the User of the Package the additional benefits and discounts within the framework of the existing package without prior information of the User.

By signing the Application, the User of the Package accepts these General Terms and Conditions and declares that he is familiar and that he accepts the General Terms and Conditions of Kentbank d.d. for Transaction Accounts and Payments Services of the Business Entities, Decision on Fees in the operations with the business entities, Decision on the Amount of Passive Interest Rates for the Business Entities, General Terms and Conditions of KentBank d.d. with Mastercard Business Card, General Terms and Conditions of KentBank d.d. with Maestro business debit card, General terms and Conditions of KentBank d.d. in the credit and deposit transactions with business entities, General Terms and Conditions for the Use of Internet and Mobile Banking of KentBank d.d., daily limits for cash withdrawals and payment at the points of sale of Mastercard business card and Maestro business debit card, at the time of the receipt and the execution of the payment orders.

The Bank reserves the right to make changes to the General Terms and Conditions and will notify the Package User on its amendments 15 days before the application. General Terms and Conditions, as well as their modifications, are available to all the Users of the Package under the same conditions on the Bank's website www.kentbank.hr.

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

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

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

In the event of the failure to inform the Bank of the change of the address, the written delivery to the last address of the Package User that is known to the Bank shall be considered valid.

On the day of entry into force of these General Terms and Conditions, the current General Terms and Conditions of the operations of KentBank d.d. for the use of the package of business entities as of 25 May 2018 shall cease to apply.

These General Terms and Conditions shall enter into force on 15 December 2019.