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**General Terms and Conditions of KentBank d.d.  
on Transaction Accounts and performing  
Payment and other services for Business Entities**

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## 1 INTRODUCTORY PROVISIONS

General Terms and Conditions of KentBank d.d. on transaction accounts and performing payment and other services for business entities (hereinafter: General Terms and Conditions) shall regulate opening, keeping and closing transaction accounts of business entities – non consumers and conducting payment services in the country and abroad, which are executed by KentBank d.d. (hereinafter: the Bank) for business entities, residents and non-residents in the national currency of the Republic of Croatia and other currencies.

General Terms and Conditions shall provide information on the use of payment services, fees, interest rates and exchange rates, reporting on changes and balances on the accounts, protective and corrective measures, amendments and cancellation of the framework agreements.

For the purposes of this General Terms and Conditions, a Business Entity is a legal entity, a governmental body, bodies of the state administration, local governments, associations and societies (sports, cultural, charitable, etc.), foundations, religious communities, natural persons operating in the field of their economic activities or self-employed (a public notary, a doctor, a lawyer, a farmer, etc.) and other non consumers, who may have the status of a resident or a non-resident.

By signing the Agreement on opening and managing a transaction account and performing payment and other services (hereinafter: the Agreement), the Business Entity confirms that it is familiar with the provisions of the General Terms and Conditions and other corresponding documentation which is an integral part of the framework agreement within the meaning of the Payment System Act and that it accepts their application.

General Terms and Conditions shall apply to all existing contractual arrangements on opening and managing transaction accounts of the business entities with the Bank as well as to the existing contractual relationships related to the payment transaction services which the business entities concluded with the Bank.

## 2 DEFINITIONS OF TERMS

For the purposes hereof, particular terms shall have the following meaning:

### **Bank:**

KENTBANK d.d. Zagreb, Gundulićeva 1, Zagreb, Croatia  
Registered at the Commercial Court in Zagreb, MBS: 080129579, OIB: 73656725926  
Tel: +385 1 4981 900  
Fax: +385 1 4981 910  
E-mail: [kentbank@kentbank.hr](mailto:kentbank@kentbank.hr)  
Website: [www.kentbank.hr](http://www.kentbank.hr)  
SWIFT: KENBHR22  
IBAN: HR574124003101111116

The list of branches of the Bank together with communication addresses are available on the Bank's web pages. The Bank performs its business activities under the operating licence issued by the Croatian National Bank (hereinafter: the CNB), acting as the supervisory body for monitoring operations of the Bank.

**Batch booking** is the method of debiting the Payer's account and may be labeled with "True" or "False". The designation "True" specifies that the User, when placing bulk order, must insure the coverage in the account for the total amount of payment orders in the bulk order, otherwise the entire bulk payment order is rejected.

**CRS** (Common Reporting Standards) is an integral part of the Council Directive 2014/107/EU of 9 December 2014 on the amendments to the Directive 2011/16/EU and relates to obligatory automatic exchange of information in the field of taxation.

**Date of carrying out the payment order:** the date when the Bank debits the User's Account.

**Currency date:** the date when the Bank approves the account of the payment service provider of the payee or when receiving the payment transaction, the date when the Bank approves the User's account.

**Member State:** the state signatory to the Treaty on the European Economic Area

**FATCA** (Foreign Account Tax Compliance Act) the Agreement between the Government of the United States of America and the Governments of FATCA Countries for the purpose of improving the implementation of the tax obligations at an international level and the implementation of FATCA.

**IBAN** (International Bank Account Number): the international transaction account number of the payment service User. IBAN is a unique account identifier of the User provided by the Bank to its clients.

**Authorization identifier** is a unique number in the combination with the identifier of a recipient of the authorization assigned by a Payee for the purpose of unambiguous marking of the approval / authorization.

**Respondent** is 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 that are inherent in physical, physiological, genetic, mental, economic, cultural or social identity of that individual; for the purpose of this document, the Respondent is a Client of the Bank.

**Unique Identification Code:** unique number of the User transaction account opened with the Bank or the number which the User must specify in the payment transactions in order to clearly determine the other payment service User and / or account for payment of the other payment service User which is used in the payment transaction.

**User** – a business entity, resident or non-resident that enters into Agreement with the Bank and uses payment services as a Payer and/ or a Payee.

**Credit transfer** is the national or a cross-border payment service authorizing the Payee's account for the payment transaction or a series of payment transactions at the expense of the Payer's account for the payments by the Payer's payment service provider on the basis of the Payer's instructions.

**Home Member State** is the Member State where the registered office of the payment service provider is located. If the provider of the payment services has not got the registered office as per its national law, then a member state where its registered office is located.

**International payment transaction:** the payment transaction between a payment service provider (payee or payer) in the Republic of Croatia and a payment service provider (payee or payer) in a third country (other than an EU country).

**Interbank business day** is when the banks are open for operations between the banks or when when the bank of the payee and the bank of the payer operate through the payment system.

**National payment transaction:** the payment transaction where only the Bank or the Bank and the Payee's payment service provider operating in the Republic of Croatia participate in the transaction.

The Bank carries out national payment transactions in HRK and EUR in accordance with the national rules and regulations of the European Union for carrying out credit transfers according to SEPA standards.

**Payment Order:** the instruction provided by the Payer or the Payee for the payment transaction containing all required elements for the execution of the payment transaction.

**Non-residents:** all business entities that are not listed as residents are considered to be non-residents.

**Framework loan:** the approved overdraft or the amount of the funds made available by the Bank to the User on the basis of the special agreement concluded with the User

**Framework Agreement** consists of:

- Agreement on opening and managing transaction account and performing payment and other services
- A separate agreement on other payments and/or other services, if concluded
- Application (Request) for opening and managing transaction account (completed in the form of the Bank)
- Signature registration (completed in the form of the Bank or a verified Authorization for signing)

- Time of receipt and execution of the payment order
- General Terms and Conditions of KentBank d.d. on transaction accounts and performing payments and other services for business entities
- Decision on interest rates for business entities
- Decision on fees for business entities

**Personal data** - all data that relates to the individual whose identity was determined or can be determined (Respondent).

**Authorized person:** a natural person authorized by the Representative of the User for the disposal of the funds in the transaction account

**PIN:** a personal secret identification number of the authorized person of the User assigned by the Bank, known solely to the authorised person and strictly confidential, used for the identification of the authorized person and the authorization of transactions that require identification and authorization with the PIN;

**Payer:** a business entity that issues an order or the authorization for carrying out the payment order through a transaction account or an authorization to Payee for a SDD order. If there is no transaction account, the business entity that initiates the payment order.

**Payment Transaction:** depositing, withdrawing or transferring funds initiated by the Payer or the Payee.

**Payment services:** services that provide depositing cash to the transaction account, withdrawing cash from the transaction account, carrying out payment transaction at the expense and in favor of the transaction account.

**Payment Instrument:** any personalized means and / or set of procedures agreed between the User and the Bank which the User applies for initiating payment orders (i.e. Internet Banking).

**Coverage:** the amount of available balance in a debited currency sufficient for carrying out the payment transactions.

**Business HRK SDD Scheme** is a unique set of rules, practices, standards and implementing guidelines agreed within the banking community for performing direct debits in the Republic of Croatia, separate from any infrastructure or payment system that supports its implementation. By establishing the Business HRK SDD Scheme, the banking community of the Republic of Croatia will provide direct debiting services in HRK according to the same business rules, operating procedures and technical standards under which SEPA direct debits in EUR are done. The Scheme applies to Payers non-consumers.

**Cross-border payment transaction** is the payment transaction with two payment service providers participating in the transaction of which one operates in the Republic of Croatia and other in accordance with the regulations of the second member state. The Bank carries out cross border

payment transactions in EUR in accordance with the rules of the European Union for carrying out credit transfers according to SEPA standards.

**Prior notice** is the information of the amount and a time schedule of the collection delivered by the payee to the payer before the date of debiting the transaction account.

**Registration of the signature** is the form by the Bank where the authorized persons for the disposal of the funds in the account are recorded and their signatures registered for the purpose of the verification of the payment orders in paper. The User can register the seal in the Signature registration form and use it when verifying payment orders in a paper form. A certified authorization for signing shall also be considered as signature registration.

**Payee:** a business entity or a natural person that the funds are intended to for the purpose of the payment transaction. Payee for the cash funds under the SDD order is the business entity registered and active in the Registry of SEPA payees' identifiers kept with FINA.

**Account Information Service Provider (hereinafter: AISP)** is a payment service provider that performs the activity of the payment account information service; the online electronic service providing the consolidated information of the balance and the account turnover under one or several payment accounts that the User has with the Bank through the AISP.

**Payment Initiation Service Provider (hereinafter: PISP)** - a payment service provider that performs the payment service initiation service through the payment account; the online electronic service by which the End User of the Account assigns a payment order at the expense of the User's Payment Account opened with the Bank, via the payment initiation service provider (hereinafter: PISP).

**Payment service provider issuing a payment instrument based on the card (CBPII)** - a payment service provider performing the activity of issuing payment instruments based on the card and sends the inquiry to the Bank on the availability of the funds in the account.

**Attorney:** a natural person authorized by the Representative to represent the User by a power of attorney. The power of attorney must be certified by a notary public, except the powers of attorney of the lawyers which do not have to be certified. Certification of legal representative's or responsible person's signature shall neither be required when legal representative or responsible person sign the power of attorney personally at the Bank.

**R-transaction** is the payment transaction that can not be carried out by the bank or the result of which is exceptional processing due to the lack of funds, a recall, a refund, an incorrect amount or an incorrect date, an absence of authorization or an incorrect or closed account.

**Working day:** the working day on which payer's payment service provider and the payee's payment service provider are open for business, to allow the execution of payment transactions.

**Available money funds:** the current amount of the positive balance in the debited currency increased by the unused amount of the approved overdraft in the debited currency, reduced by submitted payment orders in the said currency waiting to be carried out.

**Payment Reference:** the number assigned by the Bank which allows Payer to identify the payment transactions.

**Residents:**

- legal entities residing in the Republic of Croatia, except their foreign branches,
- branches of foreign companies and sole traders enrolled in a register kept by the competent government authority or administration in the Republic of Croatia
- sole traders, craftsmen and other natural persons with the registered seat or residence in the Republic of Croatia, performing their registered activity
- diplomatic, consular and other representative offices of the Republic of Croatia abroad, financed from the budget and Croatian citizens employed in representative offices and their family members

**SEPA Direct Debit - SDD** is a national payment service for debiting Payer's transaction account, when the payment transaction (SDD order) is instructed by Payee on the basis of the Payer's authorization given to Payee.

**Authorization** is Payer's authorization to Payee for instructing a SDD order at the expense of the Payer's transaction account.

**Third country:** any non-Member state.

**Transaction account:** every multi-currency account opened and managed for business purposes of a business entity by the Bank (hereinafter: the Account) which is used for carrying out and recording payment transactions in domestic currency of the Republic of Croatia and other currencies in the exchange rates of the Bank.

**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; when the purposes and means of such treatment are determined by Union law or by the law of a Member State, the processing controller or special criteria for his or her appointment can 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.**

**Time of receipt and carrying out the payment order:** the document of the Bank that defines the time of the receipt and the time of carrying out the payment order.

**Representative:** a natural person who, on the basis of the law, statute, founding or other act represents the User.

### **3 OPENING AND MANAGING TRANSACTION ACCOUNT**

#### **3.1 Opening Transaction Account and Identification of the User**

The Bank shall conclude the Agreement on opening and maintaining transaction accounts and performing payment and other services with the business entity after which the business entity acquires the capacity of the User of the payment services.

Before concluding the Agreement, the Bank shall submit the framework agreement in order to inform the User with the rights and obligations arising from the conclusion of this Agreement.

The User may open several accounts for any business purpose which is in accordance with the regulations. The Bank shall open transaction account based on the Application for opening the account and with the submission of proper documentation enabling the identification of the User and persons authorized for disposal of the funds in the Account as well as implementing other procedures in accordance with the regulations governing Anti Money Laundering and Terrorist Financing and automatic exchange of information in the field of taxation such as:

- Registration documentation, if the entry in the register is regulated;
- Act on the Establishment of the competent authority, if the User is not entered in the register and is not established pursuant to law;
- Excerpt from the law or other regulation, if the User is established pursuant to the law or other regulation;
- Information on the classification of the User according to the National Classification of Activities for the clients to whom that notice is issued;
- Registration of the signatures of the persons authorized to dispose of the funds in the transaction account signed by the person/ persons authorized for representing; The User can deposit the seal on the Signature registration form and use it when verifying payment orders in a paper form.
- Data on the beneficial / actual owners;
- Questionnaire for the implementation of due diligence analysis for business entities;
- Personal identification documents that are internationally acceptable on the basis of which the identification of all natural persons related to the operations on the transaction account is carried out;
- Personal identification number of the User (PIN) and data on personal identification number of the persons authorized to represent and dispose of the funds in the Account;
- Data required for keeping the register of the transaction accounts of the Bank;
- Other documents in accordance with applicable laws or specifically required by the Bank in accordance with its requirements.

Agreement for the User will be signed by the legal representative of the User or the User who is a natural person acting within its activity or free profession.

Upon the receipt of the application for opening transaction account and the required documentation, the Bank shall open a transaction account. The Bank shall open the accounts in accordance with the law and in accordance with the construction determined by the subordinate legislation. The types of the transaction accounts are as follows:

- Account for regular operations of the User
- Account of the organisational unit of the User

- Specific purpose account according to the User's needs
- Specific purpose account of the Client for the funds exempted from the enforcement under the law
- Specific purpose account regulated in the Unified Account Registry Rulebook
- Specific purpose account for the collection of mutual budget income
- Budget account

All transaction accounts are open as multi-currency accounts. The account number (IBAN) is the same for HRK and foreign currencies to be operated with through the transaction account and that are shown in the exchange rates of the Bank.

The Account shall be entered in the transaction account register of the Bank. The Bank enters the data in the Account Register from the documents enclosed to the Application for opening the account and the documentation on changes of particular data.

The Bank reserves the right to refuse the User's request for opening the transaction account without providing an explanation to such decision. The Bank shall submit to the User the written notice of the refusal.

The User is responsible for the veracity and accuracy of all data on the basis of which the Bank opened and kept the transaction account and shall compensate to the Bank for any damage, loss or expense incurred as a result of the delivery of inaccurate and / or incomplete data.

Should there be any changes to the data, the User shall immediately and not later than 8 days from the change inform the Bank in writing and deliver the required documentation. For a User non-resident, the deadline is 30 days from the date of change.

If the User fails to inform the Bank of the change, the Bank may itself make changes to the database only if informed from official registers or other documents that show no reasons to doubt their authenticity.

### **3.2 Authorised Persons for disposal of funds**

When opening the transaction account, the User's representative shall empower in the Registration Signature form one or several persons, having legal capacities, to sign payment orders and dispose of the funds in the account. The User will change Authorized persons for signing payment orders and for the disposal of the funds in the Account by completing the Signature registration form of the Bank, in writing. The new Signature registration forms will be applicable from the next working day of the day of the receipt in the Bank, if properly completed and verified.

In order to dispose of the funds in non-resident's transaction account, the authorised persons may deposit their signatures in the Bank's form - Signature Registration or they can deliver to the Bank a properly certified Authorization / Power of Attorney.

The Bank shall not bear any responsibility for any damage caused as a result of the failure by the User to timely deliver changes on the authorized person to the Bank for the disposal of the funds in the Account. The User is obliged to inform the persons listed in the Signature Registration with

their rights and obligations in exercising granted powers to dispose of the funds in the Account and monitor their use.

The authorised person can perform transactions for and on behalf of the User in line with the regulations. The authorised person is not authorised to cancel the Agreement, close the transaction account, and transfer his or her powers to third persons or change the terms and conditions on the operations in the transaction account without a special power of attorney.

When a new legal representative of the User wishes to revoke the authorised representative or appoint a new one, he or she is obliged to prove the authorisation for representation with the decision on the registration of his or her appointment as legal representative in the court register of a competent commercial court or other relevant register of the competent government authority, unless otherwise stipulated by law.

The authorization for the disposal of the funds in the transaction account by using the electronic banking service shall be granted and cancelled as determined by the separate agreements and/or special general terms and conditions that regulate the mentioned service. When contracting the electronic banking service, the User's representative shall authorize one or several natural persons for signing payment orders and disposal of the funds in the transaction account.

The User shall give authorization to dispose of the funds in the transaction account, change or cancel the account via electronic banking service in writing.

The User shall be responsible for all authorized person's action and failures and the Bank shall not be liable to the User for any damage that might result from the actions or failures made by the authorized persons.

### **3.3 Account management and disposal of funds**

The Bank keeps the account in HRK currency and foreign currencies. The Bank undertakes to perform the payment services through the User's account within the available funds in the Account.

The Bank will make available the amount of payment transactions to be disposed to Payee in accordance with the payment transaction currency date no later than the date when the Bank's account is approved for that amount i.e. after the Bank receives the notification on approval of the account.

Payment transactions that come from the payer from other local or foreign banks are processed by approving the User's account on the basis of unique identifier specified in the payment order. The Bank is not obliged to review the accuracy of other data specified with the unique identification code.

If the date of the account authorization for the transaction amount to the account of the payee's bank is not a working day of the payee's bank, it shall be considered that the payee's bank received the funds for the payee on the first following working day.

When the User deposits cash in the account, the Bank shall make the funds available on the date of receiving cash.

The User can dispose of the funds in the Account up to the amount of available funds. The Bank can also dispose of the funds in the User's transaction account, without the consent of the User on the basis of orders received from the Financial Agency in accordance with the Enforcement Act on financial assets and all its future amendments and from other competent authorities in accordance with applicable regulations.

The collection under the bills of exchange shall be made in accordance with applicable regulations.

By signing the Agreement, the User shall explicitly and irrevocably authorize the Bank to debit all the accounts of the User opened with the Bank for due amount, without any further consent or the approval for all due obligations from any contractual relationship with the Bank.

The Bank can approve the use of the funds to the User for the payments over the amount of the available balance in the Account by approving the framework loan in the account of which the Bank and the User shall conclude a separate agreement governing the terms, conditions and the amount of the framework loan.

The User can deposit funds in the Account on the basis of a separate agreement concluded with the Bank. If the funds are deposited for the purpose of ensuring the Bank's claims under a contractual relationship, the User can not dispose of the term deposits before entirely settling the insured claim, unless otherwise agreed in the deposit agreement.

The Bank insures deposits of creditors with a competent institution in the Republic of Croatia in accordance with the special law and regulations on the basis of the law. Written information on deposit insurance are available in the business premises of the Bank intended for communication with the Customers and on the website of the State Agency for Deposit Insurance and Bank Rehabilitation ([www.dab.hr](http://www.dab.hr)).

## **4 EXECUTION OF PAYMENT TRANSACTIONS**

### **4.1 Payment Order**

Payment orders must be completed in accordance with the regulations, payment system standards, instructions and methods of completing payment orders and in accordance with this General Terms and Conditions, with obligatory elements for particular type of order. The User is obliged to submit orders in the format and the way as determined by the Bank.

The payment order must contain at least the following:

- Name of the payer
- Payer's address (street, city, state)
- IBAN of the payee
- Payee's name
- Payee's address (street, city, state)
- Currency

- Amount
- Date

The disbursement order must contain at least the following:

- IBAN of the payer
- Name of the payee
- Payer's address (street, city, state)
- Payee's name
- Payee's address (street, city, state)
- Currency
- Amount
- Date
- Verification by the User

The transfer order (payment) must contain at least the following:

- Name of the payer
- IBAN of the payer
- Payer's address (street, city, state)
- Name of the payee
- IBAN of the payee
- Payee's address (street, city, state)
- Currency
- Amount
- Payment description
- Date
- Verification by the User

The Bank will enable completing all other elements of the payment order that are not listed as mandatory elements.

For the payment, disbursement and transfer payment orders, the Bank may also, in certain cases, request from the User other elements of the payment order, such as: address, payment description and similar.

For international payments, it is obligatory to specify the BIC (SWIFT address) of the payee's bank in the payment order as well as for the cross-border and national payments that are not in HRK and EUR.

The cost option SHA (divided costs) applies to all national and cross border payment transactions in all currencies.

The information on who bears the costs of the foreign bank should be specified for international payments: payer (OUR), Payee (BEN) or divided expenses (SHA). If so required by special regulations, the account must also contain other information. The content of the payment order must be unambiguous and legible.

The IBAN of the payer and the payee is obligatory for national and cross-border payments.

The Bank is not liable for any damage that might arise as a result of delays in processing of the payment order if the damage was caused by the requirement to contact the User again in order to supplement the submitted payment order or issue the new, correct payment order.

#### **4.2 Authorization of payment transactions**

It shall be deemed that the User has given the authorization for the payment in the following cases:

- for orders issued on paper and submitted at the teller of the Bank, by fax or mail in PDF format - if signed by persons authorized to dispose of funds in the transaction account and verified by the seal, only for the clients that deposited the seal in the Signature Registration form.
- legal representatives, persons stated in the Signature registration / Special attorney or a Special attorney for a deliverer of the payment order shall deliver paper orders to the Bank, on the contrary it shall be considered that the User has not approved the execution of the payment order
- for the orders submitted by the User through electronic banking - assigned and authorized with PIN by the person determined by the User on the basis of the separate agreement or the application form concluded between the Bank and the User.

The payment transaction that is approved as described above shall be considered the authorized payment transaction assigned by the User.

#### **4.3 Execution of the payment transactions**

The Bank shall carry out the received payment orders in accordance with the deadlines stated in the document 'Time of Receipt and Execution of Payment Transaction Orders (Cut Off Time)', provided that there are available funds in the User's account on the date of the execution of the order and that there are no legal obstacles to it. The orders received after the specified time of receipt or on the day that is not determined as a working day shall be deemed as received the following working day.

The Bank shall execute the payment transaction in accordance with the Unique Identification Code specified by the User, regardless of other information in relation to the payee or the payer. If the User delivers to the Bank incorrect Unique Identification Code for a payment order, the Bank shall not be responsible for improper execution of the transaction. The User is responsible for the accuracy and completeness of the data in the payment order also in cases when the Bank completed the payment order in accordance with the Client's instructions.

If the execution of the payment orders includes the currency conversion, regardless of whether the order is initiated by the Client, the Bank or a third party, the Bank will apply the currency conversion rate disclosed in the exchange rates of the Bank valid on the day of the calculation, unless otherwise agreed with the User. The Bank executes the payment orders in the currency specified in the order which must be one of the currencies indicated in the applicable exchange rates of the Bank. On the day of the commencement of the execution of the payment orders, the

User must insure the coverage in the account in the currency that is specified in the payment order as the currency coverage. Otherwise, the Bank may refuse to carry out the payment order.

The Bank will execute the received payment order only in the context of available balance in the account / accounts in the currency as determined by the User as the coverage currency.

If the coverage currency is not indicated in the payment order that will be debited for the execution of the order, it shall be considered that the coverage currency is equal to the currency specified in the payment order.

If the User has not filled in the relevant data in the payment order submitted in the paper form, that relates to the national payments in HRK and EUR, for which it is not necessary to complete the model and the reference number of Payee / Payer, the Bank will complete the model HR99 and this shall not be considered as changing the instruction by the User.

The User agrees that the Bank can, without requiring special approval from the Account User, make corrections to the bank errors when executing all payment transactions that resulted in unfounded approval or debiting the User's account. The implementation of the corrections implies the corrections of the errors when executing payment transactions that resulted in unfounded approval / debiting the User's account. In the event of any corrections, the Bank will notify the User in the shortest time possible, in the most appropriate way, including, but not limiting to the telephone contact to the known telephone numbers, the contact by email or a postmail to the mailing address. The User has the right to check whether the correction was made in accordance with the given consent.

The Bank shall inform the User on implemented corrections by sending the statement on a turnover and the balance in the account and it shall deliver any additional information regarding the correction of wrong bookkeeping made by the Bank at the User's written request.

The Bank shall also perform all other payments by debiting the User's Account when entitled pursuant to a contractual relationship with the User or when this is its obligation in accordance with legal and other regulations.

In case of the existence of any due unsettled claims of the Bank from any contractual relationships between the Bank and the User, the User agrees that the Bank can collect its due claim from the funds in the User's account.

The Bank shall execute the orders on the basis of the enforcement only from the positive balance in the account. The unused amount of the approved overdraft is not included in the positive balance in the account regardless of the orders assigned by the User, in accordance with the Enforcement Act on Financial Assets.

In case of debiting the Account on the basis of the enforcement at the orders of the Financial Agency, the Bank may deny the right to the User to the Framework loan in the account for the

entire period of exercising the basis for the enforced payment or cancel the Framework loan and make it due.

The approved framework loan in the account at the moment of the account blockage at the FINA order is made to the currently used amount of the framework loan.

For the payment orders in paper having a printed bar code, the Bank is not obliged to check whether the record in the bar code matches other data printed in the payment order.

In the execution of the payment orders, the Bank shall use the data on Payer's name, address and OIB from its system and this shall not be considered as the change of the instruction by the User.

#### **4.4 Batch booking**

The user can assign orders for national payment transactions in HRK and EUR and cross-border payment transactions in EUR in electronic form by applying the "batch booking" option or by debiting the account in the total amount for a particular group of orders. The Bank will execute only the group of orders for which the User specified debiting of the account in the total amount if all orders within the group are correct and if the coverage for the payment of the group of orders is recorded in the User's account. On the contrary, the Bank shall refuse to execute all group of payment orders.

If the User does not mark the "batch booking" option in the payment order given in the electronic form, it shall be considered that debiting to the account is assigned in individual amounts of the payment order.

#### **4.5 Refusal of payment orders**

If all conditions are not fulfilled, the Bank shall refuse to execute the payment order. The Bank shall inform the Client of the refusal and provide the reasons and steps for the correction of errors that caused the refusal, unless it is prohibited on the basis of other regulations. If the payment is rejected, it shall be deemed that the payment order has not even been received.

The Bank shall charge the user a fee for the refusal for executing a payment order in accordance with Decision on fees in the operations with business entities.

#### **4.6 Return of executed payment order**

If the Payee's payment service provider could not approve the Payee's account for a reasonable cause and make the refund of already settled payment order that relate to national payment transactions in HRK and EUR and cross-border payment transactions in EUR, the Bank shall, immediately after the receipt, approve the User's account for the refund amount and inform the User of this.

#### **4.7 The revocation of the payment orders**

The User may revoke the payment order no later than by the end of the working day before the agreed date for the execution of the payment order. After the expiry of this deadline, the Bank will try to accept the request for the revocation of the payment order if technically feasible, until the moment of forwarding orders to the interbank payment systems.

The request for the revocation of the payment order must be delivered to the Bank in writing, signed by an authorized signatory.

In case of a double, false or fraudulent initiation of the payment order, the User may exceptionally, with the national payment transactions in HRK and EUR and cross-border payment transactions in EUR, submit the request for the revocation of already assigned order to the Bank within 10 working days at the latest from the date of assigning the order. In case of accepting the revocation by Payee's payment service provider, the Bank will approve the account of the User for the refunded amount. For cross-border payment transactions in EUR, the returned amount may be reduced by the fee of Payee's payment service provider for the revocation of the payment order.

If the request for the revocation by the Payee's payment service provider is refused, the Bank will inform the User of this and provide the explanation.

The Bank shall charge the fee to the User for the revocation of the payment order in accordance with Decision on fees in the operations with business entities.

The User authorizes the Bank to debit the account on the basis of the request and authorization received from the Payer's payment service provider by the amount of the approved payment order and provide the explanation for debiting the account.

#### **4.8 The issuance of payment orders by electronic/telecommunication channels, fax or mail**

The issuance of payment orders by electronic channels is possible only with the conclusion of the special contract which regulate mutual rights and obligations under the Terms and Conditions for the use of electronic banking services.

The issuance of orders for payment and transfer by fax or mail shall not be regarded as the issuance of payment orders electronically.

The Bank shall, by way of an exception, execute an order received by fax or mail in line with the good business practices and check the content, signature and supporting documents to the extent possible in such circumstances. In case of any misuse by the sender, the Bank is not responsible to the User and/or third persons for any type of damage that might result from the receipt and payment of such orders.

Every order received by fax or e-mail in PDF format must be in compliance with the provisions of the Payment System Act or other laws and regulations, signed by the authorized person of the User and verified by the seal if the Client registered the seal in the Signature registration form.

The provisions of Article 4.8 shall apply retroactively to all business relationships with the Bank made before the adoption of this amendment to the Decision.

If the User delivers to the Bank the original order that has already been sent by fax/mail, the User must clearly indicate that this is the original, to avoid double payment. On the contrary, the Bank shall not be held liable for the damage that might be caused for double payment.

#### **4.9 Payment initiation services, information about the account and the confirmation on availability of funds**

The user of the account may use the payment initiation service provided by the PISP, the account information service provided by the AISP and provide the Bank with an explicit consent for issuing the confirmation to CBPII on the availability of the funds in the Account.

If the Bank determines an attempt of unauthorized access to the accounts or an access with the aim of fraud by the AISP, PISP and / or CBPII, the Bank may prevent an access to such payment service provider, of which it will inform the User of the Account as contracted before the prevention or immediately after, as soon as objectively possible.

The payment initiation service through PISP, the Information Service through AISP and the service on inquiries on availability of the funds through the CBPII are regulated by the General Terms and Conditions for the Use of the Internet Services for Business Entities.

### **5 DESCRIPTION OF SEPA DIRECT DEBITING SERVICE**

#### **5.1 Authorization**

The payer and the payee may agree that the payer settles the obligations to the Payee through SEPA direct debit payment service.

SEPA direct debit is the national payment service in HRK for debiting the Payer's transaction account when the payment transaction is assigned by the Payee on the basis of the authorization given by the Payer to the Payee.

The authorization is the Payer's authorization to the Payee for assigning the SEPA direct debit payments at the expense of the Payer's transaction account (the account of the type 11,13,14,15 and 18) and, at the same time, it is considered as the authorization given to the Bank for debiting the Payer's transaction account.

The Payee shall determine the unique authorization identifier for every authorization.

The Payer shall give the authorization for debiting the transaction account to the Payee. The Payer can sign the new authorization only with the Payee.

The Payer is obliged to notify the Bank immediately after the signed authorization or any other change / cancellation / revocation of the authorization no later than the date of the application of the authorization / change / cancellation / revocation, and obligatory before the date of the execution of the next SDD order, in order to carry out necessary verifications by delivering to the Bank a copy of the authorization / change / cancellation / revocation of the authorization and a possible related instruction.

The payer is obliged to submit a copy of the authorization and any related instructions from the SDD order to the Bank before the first debiting of the Payer's transaction account.

The payer will submit the copy of the authorization / change / cancellation / revocation to the Bank by handing it in person to the Bank's branch, delivering by post mail or scanned by email. A copy of the authorization / change / cancellation / revocation will be delivered to the Bank by a legal representative, persons listed in the Signatory card or a contact person listed in the Clients' Questionnaire - Business Entities.

The Bank will archive the received copies of the authorizations and any related instructions in accordance with internal procedures / instructions of the Bank.

The payer may change or revoke the authorization only with the Payee. The Payee shall keep the signed authorizations and is responsible for their maintenance.

The Payer must notify the Bank of any change of the authorization as well as of the cancellation / revocation of the authorization.

The Bank shall not be held responsible for any damage that may arise to the Payer if the payment was made because the Bank was not informed of a change / cancellation / revocation of the authorization.

The Payer is obliged to notify the Payee who signed the authorization of any changes in the data stated in the authorization (eg. name of the payee, address...)

The Payer is obliged to cancel the authorization if 36 months have passed from initiating the last SEPA direct debiting under this authorization.

## **5.2 Execution of the SEPA direct debit order (SDD order)**

Participants in the execution of SDD order are the Payer non-consumer - holder of the transaction account of the type 11,13,14,15 and 18 at the expense of which the SDD order is executed, the Payee - a business entity, the Payer's bank and the Payee's bank.

When executing the SDD order, the Payer's bank shall verify the following:

- Prior to debiting of the Payer's transaction account, it shall verify whether the data on the authorization received as part of the SDD order corresponds to the data received and verified by the Payer and that the authorization is duly issued and confirmed by the Payer,
- It shall verify every SDD order with the data from the archived authorization as well as with related instructions for the verifications if the payer has received any,

If these two sets of data are not complied, the Payer's bank shall proceed in accordance with the instructions received by the Payer.

The Payer's bank will execute the SDD order on the assigned date if the Payer insures required cash funds in the transaction account and if the authorization signed by the Payer and the data on the authorization sent by the Payee as the part of the SDD order match within the following attributes:

- Identification tag of the scheme
- Identifier of the authorization
- Identifier of the payee
- IBAN of the Payer that will be debited
- Type of payment (if the repeating SDD orders are submitted for one-time authorization, other SDD orders submitted after the first SDD order are not covered by the authorization.

The authorization must not be canceled by the Payee or revoked by the Payer at the moment of debiting the transaction account.

The Payer is obliged to insure the required cash funds in the amount of the order and the fee for the execution of the order until 12:00 on the date of the payment order. The Payer's bank will not execute the SDD order in a partial amount. The Bank is not responsible for the failure to execute orders if there were not sufficient funds in the Payer's account for the entire payment.

If the Payer has not provided necessary available cash funds in HRK to execute the order, the Bank will execute the order by debiting other currencies in the Payer's multi currency transaction account by applying the buying rate of the Bank for foreign currencies when conducting the conversion.

The Bank shall debit the Payer's transaction account for SDD orders on the date of the currency at 12:00.

The Payer's bank will not execute the SDD order if the Payer does not insure the required cash funds, if it is too late for this, if the Payer's account is blocked or closed and if the execution of the order at the expense of the Payer is forbidden or limited by some of the modalities of special conditions for the payment. In case of failure to execute the SDD order, the Payer must himself settle the obligation to the Payee.

The date of the SDD order can only be the interbank working day.

The payment service of the cross-border SEPA direct debit is not available in the Republic of Croatia.

The Payer's bank shall charge the service of the SDD order in accordance with Decision on fees in the operations with business entities.

### **5.3 Refusal of the SDD Order at the Payer's request (Refusal)**

Refusal of the SDD order at the request of the Payer is initiated by the Payer one working day before the payment date, requesting from the Bank not to execute the SDD order. The Payer may, one calendar day before the date of the payment at the latest, submit the request for the refusal of the SDD order personally in a branch of the Bank or scanned, by email, by completing the bank's form **Request for the refusal of direct debiting (REFUSAL)** or by sending the request for the refusal by electronic banking e-Kent.

The Payer has no obligation to state the reasons for the refusal.

The request for the refusal of the SDD order can be submitted for an order which was sent by the Payee to the Payer's bank and the Payer's bank has information about the order or for the order that the Payee has not yet sent to the Payer's bank and the Payer's bank has no information about the order.

If the Payer wants to refuse the SDD order which the Payee has not yet sent to the Payer's bank (and the Payer's bank has no information of this), then the Payer must provide to the Bank the following elements of the payment order:

- identifier of Payee,
- identifier of the authorization,
- the amount and currency of the order,
- the exact date of implementing the order.

The Bank shall refuse the SDD order that contains the elements identical to those filed by the Payer in the request for the refusal.

The refusal of the SDD order shall not mean a recall of the authorization of the Payee.

### **5.4 The refund of money funds under the executed SDD order**

The Payer is not entitled to the refund of the funds for the authorized payment transactions of SEPA direct debiting.

This is regulated in Article 48 and 49 of the Payment System Act.

## 5.5 Obtaining a copy of authorization

The Payer may request the Payer's Bank a copy of the authorization given to the Payee.

After receiving the authorization completed in the regulated form **Request for the issuance of the authorization copy**, the Bank shall forward the request to the Payee's bank for the issuance of the copy of the authorization and related changes.

The Payer shall submit the Request for the issuance of the authorization copy personally to the branch of the Bank or scanned by email.

Obtaining the authorization copy may last up to 30 calendar days. The Payer's bank will contact the Payer after receiving the authorization copy from the Payee or the Payee's bank.

The Payer's bank shall charge the service of obtaining the authorization copy in accordance with Decision on fees in the operations with Business Entities.

## 5.6 Notifications

The Bank shall inform the payer of any executed SSD order in the statement of the transaction account.

## 5.7 Special Conditions

The Payer may define the special conditions in the branch of the bank for the execution of every SDD order by completing the form **Special terms and conditions for the execution of the SDD order**. The form must be signed by the legal representative of the Payer.

The Payer shall deliver special execution terms and conditions (limiting criteria) at least 1 business working day prior to the date of the execution of the SDD order.

Special terms and conditions for the execution of the SDD order are defined for every transaction account separately and include 4 modalities:

1. The ban on executing all SEPA direct debits
2. White List
3. Black List
4. Limit to the amount and / or payment dynamics

### **The ban on executing all SEPA direct debits**

The Payer can make the transaction account inaccessible for the execution of SEPA direct debiting payment service by activating the ban on executing all SEPA direct debiting. The Bank will reject or will not execute every SEPA direct debits if the ban in the account is active. The ban is valid until the client revokes it. The ban on performing all SEPA direct debits can not be combined with other modalities of special conditions. If there are other active modalities of special conditions in the

Payer's transaction account and the Payer wants to activate the ban, then the Payer must previously recall all other active modalities of the special payment conditions.

### **White list**

The Payer can define the white list for each transaction account by adding one or more Payees to it. When defining the white list, the Payer can also define the unique authorization identifier for each Payee. Placing a particular Payee in the white list means that the Payer allows SEPA direct debiting only by the Payee listed in the white list. If the Payer, along with the payee in the white list, additionally specifies the authorization identifier, the bank will execute only SEPA direct debiting defined by that authorization identifier. The Bank will refuse or will not execute every SEPA direct debiting initiated by the Payee who is not in the white list. The white list is valid as long as the client revokes it and can be combined with the limitation of the amount and / or payment dynamics. The white list can not be combined with the black list and the ban to the execution of all SEPA direct debits. If the black list or a ban on execution are already active in the Payer's transaction account and the Payer wants to define the white list, then the Payer must previously revoke the specified active modalities of the special payment conditions.

### **Black list**

The Payer can define the black list for every transaction account by adding one or more Payees to it. Placing a certain Payee in the blacklist means that the Payer does not allow the SEPA direct debiting by the Payee listed in the black list. The Bank will execute every SEPA direct debiting initiated by the Payee who is not in the black list. The blacklist is valid until the client revokes it and can not be combined with the limit to the amount and / or payment dynamic. The black list can not be combined with the white list and the ban to all basic SEPA direct debits. If the white list or a ban on payments are already active in the Payer's transaction account and the Payer wants to define the blacklist, then the Payer must previously revoke the specified active modalities of the special payment conditions.

### **The limit according to the amount and / or payment dynamics**

The Payer can limit the SEPA direct debiting of every Payee according to the amount and / or payment dynamics. The limit to the amount and / or payment dynamics can also be defined for every Payee according to the authorization identifier.

The limit to the amount means that the payer allows the SEPA direct debiting of a certain Payee only to the amount defined in the limit. The Bank will not execute SEPA direct debiting of a certain Payee if the amount of the order is higher than the amount defined in the limit.

The limit to the payment dynamics means that the Payer allows SEPA direct debiting of a certain Payee only once in the selected period. The payment dynamics or the selected period can be done weekly, monthly, quarterly, semi-annually or annually. Each period is defined as calendar. The Bank will not execute SEPA direct debiting of a particular payee if a SDD order has already been executed in the selected period.

The limit to the amount and the limit according to the payment dynamics can be defined separately for every Payee or separately for every authorization identifier.

The limit to the amount and / or the payment dynamics is valid until the client revokes it and it can be combined with the white list. The limit to the amount and / or the payment dynamics can not be combined with the black list and the ban to all SEPA direct debits. If there is the ban already in the payer's transaction account and the payer wants to define the limit to the amount and / or payment dynamics, then the payer has to previously cancel the specified active modality of the special payment conditions.

The entry and change of the special conditions instructed by the Payer in a branch of the Bank shall be valid from the next calendar day. The Bank shall charge the entry and change of the special conditions of the execution in accordance with the Decision on fees in the operations with business entities.

## **6 COMPLAINTS AND RESPONSIBILITY OF THE BANK**

### **6.1 Complaints**

The User is obliged to inform the Bank of unauthorized, irregularly initiated, not executed and / or improper or a delayed payment transaction immediately after obtaining the information of such transaction and no later than 30 days from the date when the Bank made available the Statement on changes and balance in the account to the user which shows that the transaction was carried out or should have been carried out. On the contrary, the user shall not have the right to complaints or the rights under this General Terms and Conditions.

The User shall submit in writing all the complaints related to the payment transactions to the competent organizational unit of the Bank with the payment reference, original amount and the date of the currency of the payment or collection.

If the User considers that his / her right is violated in the business relationship with the Bank, the User can send the complaint in writing to the address of the headquarters of the Bank with the indication that it is a complaint, immediately and no later than 30 days after the disputed event. The User must include a detailed description in the complaint and enclose all the evidence. The Bank shall submit the response in writing within the legally stipulated deadline. The User is also entitled to file the complaint to the CNB against the Bank if he or she considers that the Bank acted contrary to the legal provisions.

The complaints that relate to services provided by AISP, PISP and / or CBPII, arising out of the contractual relationship between the account users and the payment service providers, including, but not limiting to the consents given by the User to the payment service providers, are sent by the User solely to the service providers, under the terms and conditions and in the way that they had previously agreed upon. If the complaints relate to the authorization and execution of payment transactions initiated by the PISP, they shall be referred to the Bank in the same way as when the complaints relate to the payment transactions initiated through the Bank's channels.

If it is a matter of resolving the requests or complaints of the Client / Respondent to processing personal data and exercising the rights of the clients related to the processing of personal data, the procedure and the deadlines under the General Data Protection Regulation and the Personal Data Protection from this General Terms and Conditions shall apply.

## **6.2 The responsibility of the Bank**

If the User's complaint determines the Bank's responsibility for the failure to execute or incorrect execution of the payment transaction and / or a delayed execution of the payment transaction, the Bank is obliged to return the amount of non-executed or incorrectly executed payment transaction, all fees charged in connection with non-executed or incorrectly executed payment transaction and the corresponding interest rates.

The Bank is not obliged to refund the amount of non-executed or incorrectly executed payment transaction if it resulted from exceptional and unforeseen circumstances which the Bank can not influence in spite of all efforts.

The Bank is not obliged to refund the payment transaction if the User or authorized person accidentally or negligently fail to fulfill their obligations relating to the payment instrument or if the executed payment transaction is the result of the use of a lost or stolen payment instrument or the payment instrument that was misused if the User or the authorized person did not protect the security features of the payment instrument.

The Bank is not obliged to refund the incorrectly executed transaction if the User did not inform the Bank of this immediately and not later than 30 days from the date of the execution of the payment transaction.

If the unauthorized payment transaction is made, the Bank is obliged to return to the User the amount of the unauthorized payment transaction, all collected fees in relation to the unauthorized payment transaction and related interest rates, by the end of the first working day at the latest, after the receipt of the unauthorized payment transaction from the User or obtaining the information on unauthorized payment transaction.

If the Bank subsequently finds out that the User has acted fraudulently and that the claim was unfounded, the Bank will make a claim from the User by direct debiting of the User's transaction account.

The User is entirely responsible for the execution of the unauthorized payment transaction if they are the result of a fraudulent behavior of the User or a deliberate failure to fulfill one or more obligations regarding the payment instruments and personalized security credentials or the failure to fulfill the obligations due to the User's extreme negligence.

The Bank is not responsible for irregular payment operations, failure or untimely execution of the orders if disturbances appear during the mentioned performance such as force majeure, interruption of power supply, interruption of telecommunication lines and cessation of functioning or irregular functioning of the interbank transactions and other similar causes, the occurrence of

which cannot be attributed to the Bank. Disturbances also imply cessation of functioning or irregular functioning of NKS, HSVP, FINA and SWIFT.

### **6.3 Responsibility of the User**

If the execution of unauthorized payment transactions is the result of the use of lost or stolen payment instrument or the consequence of another misuse of the payment instrument, the User is entirely responsible for these transactions. The User is not responsible in the following cases:

- If the User could not have detected the loss, theft or misuse of the payment instrument prior to the execution of the payment transaction
- If unauthorized payment transactions are the result of an activity or omission of an employee of the Bank or other entity the activities of which are outsourced
- If the Bank has not provided adequate funds for daily notification of loss, theft or misuse of the payment instrument
- If the Bank does not request nor apply trusted authentication of the User

## **7 INTERESTS, FEES AND RATES**

### **7.1 Interest rates**

The Bank calculates and pays out the interest rate to the funds in the User's Account as determined by the applicable Decision on interest rates or pursuant to a separate agreement with the User.

If the Bank grants the framework loan to the User – a permitted overdraft in the account, the amount of the interest rates and fees as well as the method of calculation and collection of the interest rates and fees for such loan shall be regulated by a separate loan agreement concluded between the Bank and the User.

Non-resident legal entities with head offices abroad shall pay the withholding tax on interest rates earned in the Republic of Croatia at the regulated rate or the rate specified in the Double Taxation Treaty, if the Treaty has been entered into and applied between the Republic of Croatia and the country of the legal entity.

For the purpose of applying the Double Taxation Treaty, non-resident legal entities with head offices abroad shall be obliged to prove their residency to the Bank, as determined by the Croatian tax regulations.

The Bank has the right to change the interest rate on the funds in the transaction account.

## **7.2 Fees**

The User agrees to pay to the Bank the fee for the services of opening and managing the Account, performing payment services and other services in the Account for which the Bank shall calculate and charge fees and expenses in accordance with applicable Decision on fees or pursuant to a separate agreement concluded with the User.

For the national payment transactions in the local currency, the calculated fee is due once a month of which the Bank shall inform the User through the account.

For the national payment transactions in other currencies, cross-border and international transactions, the fee is calculated and due immediately after the execution of each transaction, of which the Bank shall inform the User by sending the Statement on the balance and changes in the account (hereinafter: the Statement).

The User authorizes the Bank to collect the fee immediately upon maturity from the funds in the User's Account. If there are no sufficient funds in the User's Account for the collection of the fee on the date of debiting the Account in the currency in which it is calculated, the Bank is authorized to collect the fee from the funds in other currencies available in the Account.

The Bank shall calculate and collect the fees denominated in foreign currencies by applying the middle exchange rates for the relevant currency from the applicable exchange rates of the Bank on the day of the calculation.

The Bank reserves the right to collect the fee from the User for the actual costs of foreign and domestic banks in case of incomplete or deficient data in a given payment order (NON-STP cost), the actual costs of intermediary banks and the costs of a foreign bank if the option - at the expense of the issuer (OUR) is selected as a cost option in the payment order.

## **7.3 Exchange rates**

In case of buying and selling currencies, the buying and selling rates from a daily exchange rates for foreign currencies of the Bank shall apply, unless the parties agreed otherwise.

## **8 NOTIFYING ON THE BALANCE AND CHANGES IN THE ACCOUNT**

The Bank shall inform the User of changes (information on payment transactions and payments in the account) and the balance in the transaction account by sending the Statement.

It shall be considered that the User agrees with the data in the Statement if he or she does not file a complaint within 30 days from submitting the Statement to the User at the disposal or from the date of delivery, if it is sent by post mail.

If the User uses additional services for the receipt of the Statement or information on the balance and changes to the account such as post mail, e-mail and similar, the User accepts the exclusion

of liability of the Bank for the information which could possibly be received by third parties, to which the Bank has no influence.

The Bank shall notify the User of a calculated and paid out interest rate in the transaction account by sending the Statement.

The Bank shall inform the User of a monthly calculated and collected fees and the fees for payment transactions calculated in advance by the Statement on the balance and changes in the account.

## **9 OTHER SERVICES**

The Bank shall enable additional services related to the Account, which the Bank and the User contract separately and may issue special general terms and conditions in connection thereof, the provisions of which will supplement contractual benefits and apply together with the provisions of this General Terms and Conditions.

The Bank may prevent any further use of additional services in the event of irregular transactions in the Account or if there exist unsettled claims of the Bank on fees for payment services. If the User, after the payment of liabilities to the Bank, wants to continue to use the additional services, he or she is obliged to inform the Bank of this in writing.

## **10 AMENDMENTS, TERMINATION OF THE FRAMEWORK AGREEMENT AND CLOSING OF THE ACCOUNT**

### **10.1 Amendments to the Framework Agreement**

The User and the Bank agree that the Bank reserves the right to amend all the documents that are an integral part of the framework agreement of which it shall inform the User at least 15 days prior to their application. It shall be considered that the Bank informed the User in accordance with the previous sentence if the Bank makes the amended General Terms and Conditions and other documents which are an integral part of the framework agreement available in the branches of the Bank and disclose them on its website [www.kentbank.hr](http://www.kentbank.hr) with the indication of the effective date. The Bank is allowed to apply the amendments that are more favourable to the User without previously informing the User.

If the User does not notify the Bank in writing that he or she does not accept the amendments by the date of the application of the amended framework agreement, it shall be deemed that the User accepted the amendments. If the User informs the Bank in writing that he or she does not accept changes to the framework agreement, it shall be deemed that the User does not want to continue the business cooperation with the Bank and that the User has canceled the Framework Agreement and all individual agreements that make the framework agreement with the notice period of 15 (fifteen) days and is obliged to settle all due obligations to the Bank and return the payment instruments related to the operations in the Account, if they were given to the User under a separate agreement.

## **10.2 Termination of the Framework Agreement and closing of the Account**

The Framework Agreement and individual agreements for additional payment services shall be concluded for an indefinite time period. If the agreement is concluded for a definite time period, it shall cease to be valid at the expiration of this period and, in any other case, it shall cease to apply upon its canceling.

The Framework Agreement shall also expire upon the termination of the existence of the User which means the termination of the economic activity or self-employment by the User, a natural person, who independently performs an economic activity or is self-employed, or upon the death.

### **10.2.1 Termination and cancellation of the Framework Agreement by the Bank**

The Bank can close and cancel the Framework Agreement by an unilateral Statement on the cancellation that will be sent to the User by the registered post mail to the valid address entered in the court register, without the cancellation period

- if there were no transactions in the Account for at least 12 months
- if there are irregular transactions in the Account or if there exist unsettled claims of the Bank on fees for performing the payment services and in case of a failure to comply with this General Terms and Conditions by the User and / or any provision of the Framework Agreement. In this case, the Bank can make all its claims under the Agreement due at an earlier date and collected at the expense of the User's account or other Users' accounts with the Bank.
- If the Client fails to submit the requested information and documentation by the Bank required to determine the actual owners of the Client in accordance with Anti Money Laundering and Terrorist Financing Act
- If the Bank determines or suspect any violation of the provisions of Anti Money Laundering and Terrorist Financing Act and its implementing regulations
- if the Client fails to submit the documentation for determining the status of the tax residence, statements, consents and other forms required to implement the CRS and FATCA regulations.
- If the account is closed on the basis of the decision by the court, the competent body, law or other regulations
- If the Bank determines or reasonably suspect the fraud or misuse of powers in the disposal of the funds in the Account or an unauthorized disposal of the funds in the Account by the User, Authorized person or a third party, or if there is doubt in terms of authorizations for representing the User or disposal of the funds in the Account, or if deemed that closing of

the account is necessary for the protection of rights, reputation or interests of the User and / or the Bank and / or third parties.

The Framework Agreement shall be considered terminated on the day of receiving the Statement on the cancellation of the Framework Agreement by the User. If the delivery is unsuccessful, it shall be the day of submitting the Statement on the cancellation of the Framework Agreement to the authorized provider of postal services.

In these cases, the Bank may, apart from the Framework Agreement and the Term Deposit Agreement, terminate in the same way all other agreements concluded with that Client or connected persons and terminate the cooperation in its entirety.

The Bank may cancel the Framework Agreement at any time without specifying the reasons and close the Account after the expiry of 30 (thirty) days of the cancellation period. The cancellation period shall start on the day of receiving the Statement on the cancellation and in case of an unsuccessful delivery it shall be the day of submitting the Statement on the cancellation of the Framework Agreement to the authorized provider of postal services.

In case of the termination or the cancellation by the Bank, the Account shall be closed without a written and verified request by the User.

#### **10.2.2 Closing of the account at the User's request**

The Bank shall close the Account to the User at his or her written request, ex officio (on the basis of the final decision on deleting the business entity from the court, craft, or other appropriate register, due to opening or closing of the bankruptcy proceedings, in accordance with the Rulebook on the Unified Account Register and other), by unilateral termination of the agreement or upon the expiry of the notice period in case of the cancellation of the Agreement on opening the account on the basis of a court decision, competent authority, law or other regulations.

When submitting the written request for closing the Account by the User, the Bank shall immediately, at its receiving, close the User's account provided that all obligations under the account are settled. If the User unilaterally cancels the Framework agreement, the cancellation period is 15 (fifteen) days from the day of receiving the Statement on the cancellation.

The Bank must not close the account of the User marked as blocked in the Unique Account Register who has not any other account open in any bank in Croatia.

The Bank shall close the account of the user with a terminated activity by deleting it from the appropriate registry, regardless of the blockage mark in the Unique Account Register.

The Application for opening the Account must be verified by Authorized person.

### **10.2.3. Fee for closing and transfer of the fund surplus**

In case of the cancellation and / or termination of the Agreement by either the Bank or the Client, the Bank is authorized to charge a fee for closing the Account and a fee for the use of particular services pursuant to Decision on fees in the operations with business entities.

Before closing the Account, the User is obliged to pay to the Bank all calculated fees and costs, unless otherwise provided in special cases.

When closing the Account, the Bank shall, upon the collection of all due obligations of the User, make a transfer of surplus funds for all currencies for the purpose of bringing the Account to zero. When closing the Account, the Bank may convert remaining funds in foreign currency to HRK currency at the buying exchange rate in accordance with the rates of the Bank applicable on the date of the conversion.

The Bank shall not accept the application for closing the User's Account if the User has due, unsettled obligations to the Bank or if the Bank, upon an order by Fina reserved (pledged) the assets for the enforcement in the User's account for the purpose of the settlement of other User's creditors or if the User is obliged to return the assets that are owned by the Bank.

All services contracted in relation to the Account shall cease to apply by closing of the Account or the termination of the Agreement.

If there are money funds remaining in the Account when closing the Account and the Bank can not determine with certainty who the person authorized to sign the transfer order is, the Bank shall transfer the funds and keep them in the transitional account until determining in accordance with the Bank's estimate, with certainty and unambiguously, who the person authorized to sign the order for the transfer of the User's funds is (eg. a final court decision or in other reliable way). At this moment, the Bank shall transfer the funds to the account with another Bank at the instruction by the authorized person (the person authorized to sign the order for the transfer of the funds).

## **11 PERSONAL DATA PROTECTION**

The Bank as a Processing Controller on personal data, collects and processes personal data of its Clients in accordance with the principles and legal basis of the General Regulation for the purpose of meeting the conditions in terms of legality of the processing of personal data and other conditions established and regulated in 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 as well as on putting the Directive 95/46 / EC (hereinafter: the General Regulation) out of force.

When collecting and processing personal data of the Client, the Bank provides information to them from the General Regulation, depending on whether the data was obtained from the Respondent or 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 data (number and type of the identification document, date of issue, expiration date, document issuer / place of issuing documents)
- Financial identification data (numbers of transaction and deposit accounts, numbers of loans, credit and debit card numbers, secret codes (PINs, PANs, etc.)
- Financial transactions (announced and executed payments, account balances, assigned credit lines, deposits, guarantees)
- Membership in associations (trade unions, political parties, etc.)

If the Bank collects and processes certain categories of personal data not mentioned in this General Terms and Conditions, the Bank shall inform the Client of the collection and processing at the time of the collection by the "Privacy Statement" document adjusted with the collection and processing of personal data for various purposes that are stated in the statements.

Clients can find privacy statements on the Bank's website [www.kentbank.hr](http://www.kentbank.hr), as well as in a branch of the Bank.

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

The Bank collects and processes the personal data from the clients required to fulfill the purpose for which they are collected and they are collected on the basis of one of the legal grounds set out in the General Regulation; if the processing is necessary for the performance of the agreements in which the respondent is a party, if the processing is necessary to undertake an action at the client's request prior to the conclusion of the agreement, if the processing is necessary for the legitimate interests of the Bank or for respecting the legal obligations of the Bank.

This includes the right of the Bank to use, collect, save, organize, duplicate, record and inspect 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;

- processors and joint controllers registered to perform the activity of fulfilling the processing purpose who meet the adequate level of protection of personal data

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

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

The Bank will process the personal data of the Client only for completing the purpose for which they were collected, such as:

- the assessment of the risk of money laundering and terrorist financing,
- delivery of data to competent institutions, processors and / or processing controllers for the purpose of meeting the Bank's legal and contractual obligations,
- delivery of data to authorized bodies of the Bank, employees and a group member in a third country in the form of the reports at different time intervals that must be submitted by the Bank 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 processing of the personal data is based on the consent as the legal basis of processing, the Client may withdraw it any time, but a withdrawal of the consent will not affect the legality of processing that was based on the consent before it was withdrawn.

The Bank shall keep the Client's personal data as long as permitted by the relevant legal regulation that relates to particular processing of personal data or as long as allowed by a respondent in the consent.

During the term of the contractual relationship, the Client is entitled to:

- the right to be informed,
- the right of access,
- the right to correct all personal data 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 make complaint about personal data processing including the complaint to making solely automated decisions as well as the complaint to data processing for the purposes of direct marketing.

The Client can achieve the above any time in the Bank's form or in a free form and submit it to the Bank in one of the following ways:

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

The Bank undertakes to keep all information disclosed in connection with the Client confidential in accordance with the legal regulations.

## **12 PROTECTIVE AND CORRECTIVE MEASURES**

The User shall use a particular payment instrument in accordance with the provisions of this General Terms and Conditions and other documents of the Bank that regulate the issuance and the use of a specific payment instrument.

The User is obliged to immediately notify the Bank of determined loss, theft or misuse of the payment instrument or its unauthorized use, apply for a blockage of the payment instrument, cancellation or limitation of the service or authorities granted to the authorized persons of the User, revocation of the Attorneys authorized to dispose of the funds in the Account, seals and the like. Reporting of a loss or theft or unauthorized use or misuse of the payment instrument will be made in writing by the organizational part of the Bank in which the User has opened a transaction account.

The User is responsible and bears damage for unauthorized payment transactions executed by the payment instruments that are the consequence of the loss or theft or an unauthorized use or misuse of the payment instrument by the time of reporting the loss or theft or unauthorized use of the payment instrument to the Bank.

The Bank is authorized to block the payment instrument for

- security of the payment instrument
- suspected unauthorized use or the use of the payment instrument with fraudulent intent
- if the Bank provides a service of providing the payment instrument with a credit line that relate to significant increase in the risk that the Payer / User will not be able to fulfill its payment obligations.

The Bank shall, if possible, inform the User of the intention of blocking the payment instrument before it is blocked by phone and / or in writing or in any other appropriate way.

If the Bank is unable to inform the User of the intention of blocking of the account before blocking, the Bank shall do so after blocking the payment instrument by phone and / or in writing or in any other appropriate manner.

The Bank is not obliged to inform the User about blocking of the payment instrument if this is contrary to the objectively justified security reasons or contrary to the law.

### **13 FINAL PROVISIONS**

The General Terms and Conditions are available to the User in a written form on the Bank's website [www.kentbank.hr](http://www.kentbank.hr) as well as in every branch and affiliate of the Bank. Any amendments will be disclosed and available 15 days prior to their application.

By signing the Agreement on opening and managing a transaction account and performing payment and other services, the User acknowledges that, prior to entering into the Agreement, he or she has read the General Terms and Conditions and accepted their intended use.

Anything that has not been regulated in this General Terms and Conditions shall be governed by relevant internal documents of the Bank in the operations with business entities.

This General Terms and Conditions shall apply to the rights and obligations of the Bank and the User in all transaction accounts which the User opened with the Bank on the basis of the agreements concluded before their effectiveness. If any of the provisions of the Agreement on opening and managing the business account and performing payment and other services differ from the provisions of this General Terms and Conditions, the provisions of this General Terms and Conditions shall apply.

In case of a conflict between the provisions of this General Terms and Conditions and applicable legal and sublegal regulations, the provisions of legal and sublegal regulations shall apply until making the adjustments to this General Terms and Conditions.

Relationships, mutual rights and obligations of the User and the Bank shall be governed by the law of the Republic of Croatia. The User and the Bank shall resolve any dispute arising from this General Terms and Conditions by mutual agreement. The court in the location of the headquarters of the Bank shall have jurisdiction over any disputes.

The User and the Bank shall communicate in the Croatian language, unless otherwise agreed by the Bank and the User.

This General Terms and Conditions shall take effect on the date of their adoption and shall apply from 26 May 2021.

General Terms and Conditions for Transaction Accounts and performing Payment and other Services for Business Entities of 13 November 2019 shall cease to apply with the entry into force of this General Terms and Conditions.