



**General terms and conditions
for the use of
packages for business entities**

2021

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1 General provisions

The Issuer of the General Terms and Conditions of KentBank for the use of package services of the transaction account of business entities KENTkonto and KENTskonto (hereinafter: Terms and conditions) is KentBank d.d., Gundulićeva 1, 10000 Zagreb, Croatia, OIB: 73656725926, BIC (SWIFT): KENBHR22, www.kentbank.hr (hereinafter: the Bank).

This Terms and Conditions shall determine mutual rights and obligations between the Bank and the User of the Package.

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

2 Meaning of individual terms

GENERAL TERMS AND CONDITIONS - General Terms and Conditions of KentBank for the use of packages of transaction account of business entities KENTkonto and KENTsconto

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

USER OF THE PACKAGE - business entity – a small and medium-sized enterprise classified in accordance with internal acts of the Bank (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 - a transaction account of the business entity of the User of the Package opened and maintained by the Bank for the purpose of providing payment services and for other purposes related to the performance of banking services or the account connected with the Package.

PACKAGE USAGE AGREEMENT – This Terms and conditions, together with the Application Form and Decision on fees for business entities and residential buildings, represent the package usage agreement.

RESPONDENT- an individual whose identity can be identified; a person who can be identified directly or indirectly, particularly with the help of identifiers such as name, identification number, location data, network identifier or with the help of one or more factors inherent for a physical, physiological, genetic, mental, economic, cultural or social identity of that individual; within the meaning of terms in this document, the Respondent shall mean the Customer of the Bank.

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

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

3 Opening and Usage of the Package

The package can be contracted by any business entity that is the owner of a transaction account opened with the Bank or opened when contracting packages.

The below mentioned products are the part of the Package:

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

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

The applicant will submit the completed Application Form for opening the Package to the Bank. 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 the bank's products and services as well as other products at more favourable rates (if this is specified by a particular Package) or with no fees, and pays a single fee that is the price of the Package (one-time fee for opening the Package and monthly fee for the time period of the Package).

4 Content of the Package

KENTkonto package includes the following products:

- Transaction account
- Maestro debit card
- Internet banking

The User will not pay an individual fee for the products included in the Package; the fee is already included in the price of the Package.

The user of KENTkonto Package will have discounts for the following fees:

- Internal order national in HRK and cross-border and national in EUR currency submitted to the Bank 10%
- Internal order national in HRK and cross-border and national in EUR currency submitted by the Internet banking 25%
- External order national in HRK and cross-border and national in EUR currency submitted to the Bank 10%
- External order national in HRK and cross-border and national in EUR currency submitted by the Internet banking 10%
- One annual BON2 report once a year free of charge
- Loan processing fee 10%
- Guarantee processing fee 10%

KENTsconto package includes the following products:

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

The User will not pay an individual fee for the products included in the Package; the fee is already included in the price of the Package.

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The user of KENTsconto Package will have discounts for the following fees:

- Internal order national in HRK and cross-border and national in EUR currency submitted to the Bank 25%
- Internal order national in HRK and cross-border and national in EUR currency submitted by the Internet banking free of charge
- External order national in HRK and cross-border and national in EUR currency submitted to the Bank 25%
- Internal order national in HRK and cross-border and national in EUR currency submitted by the Internet banking 25%
- One annual BON2 report once a year free of charge
- Loan processing fee 20%
- Guarantee processing fee 20%

5 Changes under the contracted Package initiated by the User of the Package

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

The fee for changing the Package will be collected in accordance with Decision on fees for business entities and residential buildings. The one-time fee for opening the package will not be calculated for transferring to the second package.

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

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

6 Closing the Package

The Bank will close the Package at the written request of the User of the Package. If the Package is closed at the request of the User, closing can be carried out at any time, but not later than within one month from the date of the submission of the application.

The fee for closing the package will not be collected.

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

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

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

- If the User of the Package does not adhere to the provisions of this Terms and Conditions and does not comply with the General Terms and Conditions or other acts of the Bank for each particular product or a service used within the Package and / or

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- If the User of the Package does not carry out or is late with the payment of any financial obligation under any business relationship with the Bank and / or
- if there are circumstances or if threatened by other circumstances for which the Bank may reasonably assume that they can have a negative impact on the ability of the User of the Package to regularly perform the obligations under the Package agreement.

The contracted relationship for the usage of the Package will be terminated by closing of the Package.

7 Fees

Fees for a particular product will be collected in accordance with Decision on fees for business entities and residential buildings.

Monthly fees for the management of the account, Internet banking, membership fees for Maestro business card and Mastercard business card are included in the price of the package, and the fees for these services will not be individually collected.

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

The fee for contracting the Package will be collected on a one time basis immediately upon contracting the Package.

The fee for the use of the Package will be calculated and paid on a monthly basis and the amount of the monthly fee will be debited to the transaction account on the last day of the current month. The amount of the fee depends on a selected Package in accordance with Decision on fees for business entities and residential buildings. If the User of the Package submits the application for closing the Package, the benefits from the Package will be available to the User until the end of that month and the fee for that month will be calculated and collected in accordance with Decision on fees for business entities and residential buildings.

8 Peaceful Settlement of Disputes

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

The complaint will be submitted in person and by postmail to the address of the Bank: KentBank d.d. Zagreb, Gundulićeva 1, 10000 Zagreb or by e-mail at prigovori@kentbank.hr

Documents and data that relate to the reason for the complaint should be attached to the complaint. By applying the method for filing the complaint, the Bank will make response to it within the legally regulated period, if determined, and within 15 (fifteen) days from the day of receiving the complaint in other cases.

If the User does not agree with the Bank's response to the complaint, the User has the right to file the complaint to the Croatian National Bank, Odjel za poslove s klijentima (Customers' Affairs Unit), Trg hrvatskih velikana 3, 10000 Zagreb

The law of the Republic of Croatia will be applied to relations, mutual rights and obligations of the User and the Bank. The User and the Bank shall resolve any disputes arising from this Terms and Conditions by mutual agreement. The jurisdiction of the court at the location of the seat of the Bank shall be determined for resolving any possible disputes.

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Any possible disputes will be governed by Croatian law.

If this is about resolving requests or complaints of the Customer / Respondent about the processing of personal data and realizing the customers' rights related to the processing of personal data, the procedure for the complaint and deadlines as determined in General Data Protection Regulation and Privacy Policy from this Terms and Conditions shall be applied.

9 Personal Data Protection

For the purpose of meeting legalities in terms of processing personal data and other conditions determined and regulated by the Regulation (EU) 2016/679 of the European Parliament and the Council on the protection of individuals with regard to the processing of personal data and free movement of such data and revoking of the Directive 95/46/EC (hereinafter: the General Regulation), the Bank, as head of processing personal data will collect and process 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 information from the General Regulation to the customers, depending on whether the data was obtained from the respondent or a third party.

The data which 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 a 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)
- Memberships in associations (memberships in trade unions, political parties, etc.)

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

The customers can find Privacy statements on the Bank's website www.kentbank.hr and in the branch of the Bank.

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

The Bank will collect and process the required personal data in order to fulfil the purpose for which they are collected. They are collected on the basis of one of the legal basis as set in the General Regulation, or; if the processing is necessary for the performance of the agreement in which the respondent is a party, if

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the processing is necessary to undertake the 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 respecting 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 the below mentioned third parties:

- processing controllers and mutual managers registered for the performance of the activities of the fulfilment of the processing purpose and who meet an adequate level of protection of personal data
- 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 performing obligations arising out of any legal basis and deliver them to the authorized attorneys' offices or other advisors, state institutions and other public bodies during the period of a particular contractual relationship and for the requirements of any later procedures and actions related to non-fulfilment or improper fulfilment of contracted obligations arising from this contracted relationship.

The Bank will process personal data of the Customers only for the fulfillment of 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,
- delivery of the data to the authorized bodies of the Bank, employees and group members in a third country in the form of the reports at different time intervals which 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 consent as the legal basis of processing, the Customer may withdraw from it at any time, but the withdrawal of the consent will not affect the legitimacy of processing that was based on the consent made before it was withdrawn.

The Bank shall keep the personal data of the Customer as long as permitted by the relevant legal regulation that relates to particular processing of personal data and to the extent allowed by the respondent in the consent.

During the term of the contractual relationship, the Customer is entitled to the following rights:

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

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- 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 make complaints about personal data processing including the complaint to making solely automated decisions and the complaint to data processing for direct marketing purposes.

The Customer may at any time achieve the above specified 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: KentBank d.d. Gundulićeva 1, 10 000 Zagreb
- by e-mail to szop@kentbank.hr
- by fax at +385 75 802 604
- personally in 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.

10 Other provisions

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

The Bank may approve the additional benefits and discounts to the User of the Package within the framework of the existing package and without previously informing the User.

By signing the Application, the User of the Package accepts this General Terms and Conditions and declares to be aware of and accept the General terms and conditions of Kentbank d.d. for transaction accounts and payments services of business entities, Decision on fees for business entities and residential buildings, Decision on interest rates for business entities, General terms and conditions of KentBank d.d. for the use of Mastercard Business Card, General terms and conditions of KentBank d.d. for the use of Maestro business debit card, General terms and conditions of KentBank d.d. in credit and deposit transactions with business entities, General terms and conditions for business entities for the use of internet services, Daily limits for cash withdrawals and payment at the points of sale of Mastercard business card and Maestro business debit card, Time of receipt and execution of payment orders.

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

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

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

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

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

General terms and conditions for the use of packages for business entities of 15 December 2019 shall cease to be applied on the day of entry into force of this General Terms and Conditions.

This General Terms and Conditions shall enter into force on 15 December 2021.