

GENERAL TERMS AND CONDITIONS OF OTP FX TRADER SERVICE

The issuer of these General Terms and Conditions of OTP FX Trader service is OTP banka d.d.,

Domovinskog rata 61, Split (hereinafter referred to as: the Bank), registered with the Commercial Court in Split with its registered office in Split. Taxpayer's ID No. 52508873833;

IBAN: HR5324070001024070003; SWIFT/BIC: OTPVHR2X;
Website: www.otpbanka.hr;

e-mail: info@otpbanka.hr

1. SUBJECT AND CONTENT OF THE GENERAL TERMS AND CONDITIONS

(1) The subject and content of the General Terms and Conditions of OTP FX Trader Service (hereinafter: the General Terms and Conditions) is the regulation of the mutual rights and obligations of the Bank on the one hand and the Customer on the other hand, when providing OTP FX Trader service (hereinafter referred to as: the Service).

(2) The Bank provides the Customer with the Service based on the concluded Agreement on the use of the OTP FX Trader service (hereinafter: the Agreement).

The Agreement between the Bank and the Customer must be concluded in writing.

(3) The General Terms and Conditions shall be an integral part of the Agreement concluded by the Bank with the Customer, as well as other regulations of the Bank, if explicitly stated therein.

(4) Prior to the conclusion of the Agreement, the Customer must provide to the Bank all necessary personal data necessary for the conclusion of the Agreement.

(5) By signing this Agreement, the Customer confirms that he/she is familiar with the applicable legal, subordinate and other rules and conditions of conducting FX transactions, and gives explicit consent to the application of these General Terms and Conditions.

2. MEANING OF INDIVIDUAL TERMS

The terms specified in these General Terms and Conditions have the following meaning:

FX transaction or **Transaction** – transaction executed or to be executed by the Customer electronically using the OTP FX Trader service in accordance with these General Terms and Condition and the Agreement.

Customer – solely a legal entity that has entered into an Agreement with the Bank and independently executes FX transactions by using the Bank's service.

Counter transaction – reverse transaction of the same currency pair in identical amount, e.g. if the Initial transaction was a currency pair EUR/USD, Counter-transaction means the same currency pair with opposite sign.

Username - an alphanumeric and secret string of characters/numbers that serves as the Customer's identifier.

OTP FX Trader or System - the aggregate name for the electronic initiation service of FX SPOT transactions, all in accordance with these General Terms and Conditions and the Agreement.

Personalised security features – the common name for the Username and password.

Exchange rate – the price of one currency expressed in another currency.

OTP FX Trader Service Agreement - an agreement entered into by the Bank with the Customer, on the basis of which the Customer is provided with initial information for using the OTP FX Trader service (hereinafter referred to as: the Agreement).

Instruction manual – procedure, or instructions for using the OTP FX Trader service created by the Bank.

Currency pair – comparison of the value of one currency with another currency (e.g. EUR/USD).

Request for Quotes - RFQ – a request from a Customer demanding a different exchange rate than the one shown in the System.

Sales agreement / Ticket – the final document that is generated after the initiation of the Transaction, which contains all relevant information related to the initiated Transaction and which

the Customer shall authorise by using the Bank's internet banking in accordance with these General Terms and Conditions.

Password - a personal and secret string of characters/numbers that serves as the Customer's identifier.

3. AUTHORISATIONS AND SECURE USE OF SERVICE

(1) When signing the contract the initial personalised security features are defined based on which the Customer is allowed to access and use the Service under the terms and rules defined by the Agreement, the General Terms and Conditions, Framework agreement for markets operations of the OTP banka d.d, Framework agreement on the sale and purchase of foreign currencies and other regulations which are available to the Customer on the Bank's official website www.otpbanka.hr.

The Customer must change the initial password when first logging onto the Service. Also, the Customer must change passwords periodically, whereby any damage resulting from not changing it could cause damage to the Customer.

(2) The username and password are secret, known only to the Customer, and the Customer shall protect them from being accessible to third parties as well as from unauthorized use. If the aforementioned information falls into the possession causing a damage to the Customer, the Bank shall not be liable for such damage. Every logon to the Service by using the correct personalised security features is considered by the Bank to be fully authorized by the Customer.

(3) The Customer shall observe all security measures when using the Service, in particular:

- ensure that the Service is accessed exclusively through the link <https://fxtrader.otpbanka.hr/#/login>,

- ensure that the Service is accessed exclusively through computers or other devices that have adequate protection against viruses or other harmful programs,

- take all reasonable steps to protect personalised security features; remember the username/password, and the notifications containing these data must be immediately deleted/erased.

- In the event that the Customer identifies or suspects a theft and/or (potential) misuse of personalised security features, the Customer must immediately inform the Bank (Markets Department to the e-mail fxplatform_support@otpbanka.hr or contact phone +385 72 201 746). This notification becomes effective after the Customer receives a confirmation from the Bank that the notification has been received, as well as what preventive actions have been taken.

The Customer is responsible for all damages incurred prior to receiving the confirmation from the Bank. The Bank shall be liable for all damages incurred after the receipt of the confirmation, unless it is proved that the damage was caused by the intent or gross negligence of the Customer.

(4) The Customer shall assume full responsibility for all obligations and possible damages incurred to the Customer or the Bank by using personalised security features resulting from gross negligence. The utmost negligence is considered, but not limited to: failure to comply with the above safety measures, disclosing personalised security features to third parties, keeping personalised security features in one place, sending personalised security features via electronic or other media, recording of personalised security features in other documents or mobile phones, failure to inform the Bank immediately about loss, theft and/or (potential) misuse of personalised security features, etc.

(5) Should the Bank identify or suspect a theft and/or (potential) misuse of personalised security features, the Bank shall have the right, with no obligation, to block the further use of the Service. In this case, the account freeze may be imposed after informing the Customer and with his/her consent. The Bank assumes no responsibility for damage caused due to imposing an account freeze.

4. CONTENT OF THE SERVICE

(1) OTP FX Trader is a fully automated system for inspecting exchange rates and initiating a real-time purchase or sale of foreign currencies between the Bank and the Customer for SPOT T + 0 transactions with a minimum amount of EUR 10,000.00 or its equivalent in the case of others currency pairs.

(2) The Customer uses the Service independently and assumes full responsibility for all consequences of the Initiated Transactions, whereby the use of the Services does not imply the provision of any advisory services.

(3) For the amounts that exceed the amount defined by the Bank, there is the possibility of initiating an individual Request for Quotes - RFQ.

(4) The service enables the overview of currency pairs and list of initiated transactions adjustable by the Customer's needs and with 24/7/365 availability.

(5) For the use of the Service, the Bank applies a technological solution that enables a secure connection between the Customer and the Bank, which is the standard of secure communication for commercial purposes.

(6) The service is available to initiate transactions every business day between 09:00 and 15:30.

(7) The sales agreements for all initiated transactions must be authorised by using the Bank's internet banking no later than 17:00 on the same day the sales agreement / Ticket is created.

(8) The sale and purchase of foreign currencies from the authorised sales agreement / Ticket must be made no later than 20:00 on the same day the sales agreement / Ticket is created.

(9) The Bank may at any time prevent the temporary or permanent provision of a particular service i.e. functionalities, if their provision would be contrary to applicable legal and subordinate regulations or if the provision of certain functionality would call into question the quality, timeliness and efficiency of service provision as a whole.

5. USAGE OF THE SERVICE

(1) The Bank shall provide the Customer with the use of the technical and IT infrastructure for executing the Transactions as well as needed data and information.

(2) The decision to buy or sell foreign currencies is made exclusively by the Customer (quantity and price) who bears the risk of making his/her decision, and in no case the Bank is responsible for the consequences of the Customer's decisions.

(3) The Bank shall not bear the risk of any gain or loss arising from the Customer's execution of the Transactions.

(4) The Customer bears the risk of possible inefficient use of funds in carrying out the Transactions.

(5) The Bank has not breached its obligations under the Agreement and the General Terms and Conditions if it is prevented from carrying out the assumed transactions for reasons of which the Bank has no influence (power outages, malfunctioning of the telecommunication system, etc.).

(6) The Bank shall not be liable for damages arising from events/circumstances that are beyond its influence or are the result of any justified measure/action taken by the Bank.

(7) The Bank shall take all reasonable steps to ensure the availability of the Service, but shall not be liable for the following:

- In case of inability to initiate a Transaction due to a Customer error or an error in the application that prevents the transaction from being properly initiated and of which the Customer failed to notify the Bank,
- For damages resulting from deferrals in data transmission due to incorrect or incomplete transmission of data or due to disconnection, unless otherwise caused - by a gross failure,
- In case of unavailability of the Service resulting from technical problems on the Bank's and/or Customer's computers, outages or interferences in telecommunication channels, power system failures or as a result of force majeure,
- In case of unavailability of the Service for reasons of force majeure or actions of third parties (strikes, wars, riots, terrorist acts, decisions of public authorities or bodies with public authorities, etc.) or due to telecommunications interferences not caused by malfunctions or dysfunctions of the Bank's equipment,
- In case of unavailability of the Service that was caused due to defects or malfunctions in the Customer's equipment, regardless of the reasons of their occurrence,
- For damage resulting from the failure to provide data on changes to personal information necessary for the proper and secure functioning of the Service.

(8) The Bank shall endeavour to remedy any technical difficulties in the functioning of the Service as soon as possible.

The Customer may be partially or completely prevented from using the Service during regular maintenance of the Service. Regular maintenance of the Services is carried out without a notice at a time when the service is the least used.

(9) Confirmation of a successfully executed Transaction is a sales agreement / Ticket with all the transaction data that will appear on the screen as well as an overview of the transaction in the list of transactions (the so-called blotter) with the specified status "Completed". In case the execution of the Transaction is interrupted for any reason, the Customer shall check whether the Transaction was executed correctly or not.

(10) The instructions on initiating the Transactions entered into the system shall be effective immediately and irrevocably. Once a Transaction has been executed in the system, it can no longer be cancelled or changed.

A position created by executing a transaction can be closed by executing a Counter transaction.

(11) The system does not check the available balance in the Customer's account before executing the Transaction, which means that the Transaction in any currency pair and in any amount can be executed.

All transactions with the status "Executed" will be automatically settled by the Bank. Transactions will be executed and settled even when the Customer unintentionally entered the wrong amount due to an error when entering the amount and/or the wrong currency pair.

(12) When using the Service and initiating the Transaction and in line with the Agreement, the Customer shall:

- Provide the necessary funds to cover the transaction in the account,
- Authorise conclusively the transaction by using the Bank's Internet banking.

(13) The Bank shall be entitled to a compensation if the Customer does not authorise the transaction through Internet banking for the following reasons, but not exclusively:

- There are no funds available to complete the transaction in the account,
- Technical problems with the Internet banking that are beyond the Bank's responsibility,
- Suspected misuse of the Service (the Customer shall notify the Bank immediately; Markets Department to e-mail fxplatform_support@otpbanka.hr or contact phone +385 72 201 746),
- The customer has changed subsequently the decision to execute the transaction (for example, due to changes in market conditions or similar),
- Inability to authorise a transaction due to a change in customer status (for example, account freeze), which occurred after initiating a transaction by using this Service.

The amount of damage will be estimated based on the so-called Counter transaction. The decision to conduct a potential Counter transaction is made at the discretion of the Bank for the purpose of settling damage that should be clearly documented and communicated to the Customer. Counter transactions should be carried out and concluded immediately and without delay after it is determined that the Customer failed to meet his/her obligations, and on the basis of which the Bank would have the same rights as it would have if all the Customer's obligations had been fulfilled.

If the Customer does not assume responsibility for failure to fulfil the above obligations, the Bank may initiate legal proceedings to recover financial damages.

(14) In the event that the Customer initiates a Request for Quotes (RFQ), the Bank's offer and acceptance of the offer by the Customer must be performed in the same Transaction.

(15) The Customer accepts the intellectual property of the third party service provider in relation to market data. The Customer agrees not to allow third parties access to market data or portions thereof and will not publish or transmit such data to third parties.

(16) The Customer's funds are kept in the Customer's foreign currency accounts opened with the Bank.

(17) The Customer may also trade in currency pairs approved on the basis of a separate Annex 1 of the OTP FX Trader Service Agreement.

(18) At the discretion of the Bank and without notice, the Bank can suspend temporary or permanently the initiation of transactions in some or all currency pairs/currencies in the following situation, but not exclusively:

- Extraordinary market situations such as extremely volatile/unstable markets, turbulent market conditions, etc.,

- In the Bank's view, initiating transactions could have an effect on market manipulation,
- At the Bank's discretion, initiating a transaction could indicate a breach of legal and subordinate legislation.

(19) At the discretion of the Bank and in turbulent and volatile/unstable market conditions, the exchange rates may be updated at any time and their change may be more frequent and significant related to the price presented/offered through the system.

(20) When initiating the individual Request for Quotes (RFQ), the price shown in the system may be changed or withdrawn at any time.

(21) The Bank shall be entitled to suspend the use of the Service for an indefinite period at any time. The Customers acknowledge and agree that upon termination of the Service, the execution of all Transactions between the Bank and the Customer will be subject to the rules/conditions applicable to initiating phone transactions. In this case, the Bank will notify all Customers of the suspension via the official website.

(22) The Service is distributed via an electronic channel and for its use the Customer shall provide minimum technical conditions, including Internet access, at his/her own cost. The Bank is not responsible for any possible costs that the Customer may incur in upgrading the hardware and/or software for the purpose of using the Service, or for any costs that may arise as a result of failing to improve/secure the appropriate technical conditions by the Customer. In case of inadequate technical (pre) conditions for using the Service, the following problems are possible, but not exclusively:

- Reduced network speed and system performances,
- Reduced response time of the Service and/or complete blocking of the Service, etc.

For the consequences of the above problems (e.g. execution of the Transaction under different parameters/conditions than those specified by the Customer, delay in execution of the Transaction, non-execution of the Transaction, etc.), the Bank assumes no responsibility (except in the case of problems on IT equipment implemented by the Bank).

(23) The Customer explicitly states and accepts the authenticity, validity and compliance of the data recorded and stored in the system, as well as the mentioned data can be used for the Bank's records.

6. REQUESTING AND CANCELLING OF TRANSACTIONS

(1) Requesting and cancelling of Transactions is carried out according to the FX Trader - User guides, which is an integral part of these General Terms and Conditions and which the Client received from the Bank when contracting the service and which are available through the OTP FX Trader application.

(2) The Bank shall act in line with the requested Transactions immediately upon their receipt.

7. OTHER PROVISIONS

(1) The Bank may at any time supplement and amend the General Terms and Conditions in the case of adjustment to legal and subordinate regulations and for the purpose of continuous improvement of the Service. All amendments to the General Terms and Conditions and other regulations defining and determining the terms of use of the Service shall be provided by the Bank in the agreed manner, i.e. on its official website, 15 days before their implementation.

(2) These General Terms and Conditions come into force 01 January 2024. year.