

General Terms & Conditions Using the OTP e-trader Service

The issuer of these General Terms & Conditions of Using the OTP e-trader Service is OTP banka d.d. (hereinafter: the Bank), Domovinskog rata 61, Split, registered with the Commercial Court in Split and having its registered office in Split, Personal Identification Number (OIB): 52508873833;

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

e-mail: info@otpbanka.hr

1. SUBJECT MATTER AND CONTENT OF THESE GENERAL TERMS & CONDITIONS

- (1) The subject matter and content of the General Terms & Conditions of Using the OTP e-trader Service (hereinafter referred to as: The General Terms & Conditions) is the regulation of mutual rights and obligations of the Bank on the one side and the Client on the other side in the provision of the OTP e-trader service (hereinafter referred to as: Service)
- (2) The Bank provides the Service to the Client based on the concluded Contract on Using the OTP e-trader Service (hereinafter referred to as: Contract). The Contract between the Bank and the Client must be concluded in written form.
- (3) The General Terms & Conditions, as well as other acts of the Bank where expressly indicated so, are constituent parts of the Contract signed between the Bank and the Client.
- (4) Before concluding the Contract, the Client must deliver to the Bank all necessary personal details required for concluding the Contract.
- (5) By signing the Contract, the Client confirms to be aware of valid statutory provisions, secondary legislation and other rules and conditions of trading in financial instruments (stock exchange rules, SKDD etc.) and expressly consents to the application of these General Terms & Conditions.

2. DEFINITIONS

The expressions in these General Terms & Conditions shall have the following meaning:

Investor – natural or legal person investing assets in the purchase of financial instruments.

Contract on Using the OTP e-trader Service – contract concluded between the Bank and the Client based on which the Client receives initial data for using the OTP e-trader service (hereinafter referred to as: Contract).

Client - natural or legal person who has signed a Contract with the Bank and autonomously manages his/her/its financial instruments portfolio using the Bank's service.

OTP e-trader – collective term for the service of electronic placement of orders, i.e. electronic trading, provided by the Bank to the Client within the scope of portfolio management, all subject to these General Terms & Conditions and the Contract.

User Name – alphanumeric sequence serving as Client identifier.

Password – personal sequence of secret characters/digits known exclusively to the Client.

PIN – personal identification number assigned by the Bank to the Client for the authorisation of financial instruments buying/selling orders.

Portfolio – Client-owned financial instruments and/or cash held with the Bank.

Portfolio Management – making decisions on the buying/selling of financial instruments, their quantity and price, trading time, portfolio structure, assumption of risks inherent in the decisions made, etc. Portfolio management within the meaning of these General Terms & Conditions is performed by the Client for his/her/its own portfolio.

Brokerage Commission – commission charged by the Bank to the Client according to the valid Schedule of Charges for executed financial instruments buying/selling orders.

Brokerage Account – common Financial Instruments Account and Cash Holdings Account opened by the Bank in its records on behalf of and in the name of the Client.

Buying Order – Client's order to the Bank to buy financial instruments, including buying terms & conditions.

Selling Order – Client's order to the Bank to sell financial instruments, including selling terms & conditions.

Operating Instructions – Procedures or, respectively, Instruction on Using the OTP e-trader Service.

ZSE – Zagreb Stock Exchange

3. AUTHORISATION TO USE THE SERVICE

- (1) The Bank shall assign to the Client initial data (user name, password and identification PIN) to enable the Client to use the OTP e-trader service subject to terms & conditions defined by the Bank in the Contract, General Terms & Conditions and other documents, which are available to the Client on the Bank's official website www.otpbanka.hr.
- (2) The user name, password and PIN are secret personalised security features known only to the Client and shall be safeguarded by the Client against third-party access and insight as well as unauthorised use. The Bank shall not be held liable for any loss incurred by the Client as a result of any third party taking hold of the above data. The Client shall use the user name and password to access the Service and the PIN to authorise financial instruments buying/selling orders by way of the Service.
- (3) The Client shall not write personalised security features on paper, send them by electronic or other media or disclose and make them available to third parties and accepts full responsibility for all obligations and any loss incurred to the Client or the Bank through the use of personalised security features.

4. CONTENT OF THE SERVICE

- (1) The Bank provides to the Client the following set of services under the name of OTP e-trader:
 - a) Brokerage service including:
 - execution of financial instruments buying and/or selling orders placed electronically by the Service user;
 - registration of bought financial instruments in the central depository;
 - set-off and settlement of bought or sold financial instruments.
 - b) Services of record-keeping, calculation and documentation required for successful management of portfolios located on the Bank's website and available only to the Client, including:
 - overview of account balances – collective overview of value (with separate calculation of capital gains or losses for every financial instrument and for all in the aggregate) and structure (composition of financial instruments and cash holdings) of the portfolio updated by current stock exchange currency rates for financial instruments on the Bank's website, available only to the Client;
 - placing financial instruments buying and selling orders according to the Work Instruction;
 - overview of the Book of Orders – historical extract from the Bank's Book of Orders for the Client as the Instructing Party with all order details as required by laws and regulations (number, date and time of placement, financial instrument, price, quantity and execution time), status (data about execution, term expiry or cancellation) with the possibility of printout retrieval and electronic storage of the entire extract from the Book of Orders, and all orders placed and calculations of all orders executed;
 - overview of account movements – report of all movements in the Client's account containing an overview of all cash deposits and withdrawals, share buying or selling transactions and current cash balance, with the option of retrieving all orders and calculations in the overview;
 - ensuring on-line access and use of service by the Client 24/7 over the Client's website;
 - ensuring the secrecy of the Client's portfolio data as required by the law;
 - data protection in electronic operations by SSL encryption;
 - ensuring the functionality of the infrastructure for the Client's online portfolio management using the Bank's website;
 - real-time access to market data (less than 15-minute delay) following publication by the ZSE
- (2) The Bank may at any time disable, on a permanent or temporary basis, the provision of a certain service or functionality if the provision thereof would be contrary to applicable laws and regulations and if the provision of a certain functionality would prejudice the quality, timeliness and efficiency of providing the service as a whole. The Bank shall deliver to ZSE, at the request of and within the timeframe determined by ZSE, the report of Clients having access to market data. The Bank shall

enable ZSE and/or persons engaged by ZSE to implement the audit of the Client as the Service user.

5. USE OF THE SERVICE

- (1) The Bank makes the technical and IT infrastructure for portfolio management, as well as the required data and information indicated above, available for use by the Client. The decision on selling or buying financial instruments is made exclusively by the Client (type, quantity and price of financial instruments, portfolio structure, etc.). Clients shall bear the risk of their decisions and the Bank shall in no event be liable for the consequences of the Client's decisions.
- (2) The Bank shall not bear the risk of any lost profit or loss incurred by Client in the management of his/her/its portfolio.
- (3) No interest shall accrue on the cash holdings in the portfolio. The Client shall bear the risk of any inefficient use of the holdings in his/her/its portfolio. Any Client deciding withdraw all or a part of the holdings from the portfolio shall present a written order to the Bank.
- (4) The Bank shall not have breached its obligations based on the Contract and the Terms & Conditions if it has been prevented from performing the tasks undertaken for reasons beyond its control (power cuts, telecommunications system malfunctioning, suspension of stock exchange operations, etc.).
- (5) Details of the portfolio value and structure are updated by the Bank on every stock exchange working day.
- (6) The Client has the possibility to access and review all of the above data and records contained in the Client's portfolio, to place and cancel orders, to retrieve the placed orders and calculations for executed orders 24 hours on any day of the year via internet on the Bank's official website www.otpbanka.hr.
- (7) The Bank shall enable, by way of special links on its website, the Client to use links to access sources of information and data to facilitate decision-making about capital market investments.
- (8) The Bank shall not be responsible for the accuracy of data contained in the databases of other institutions (data of the stock exchange, Central Depository and Clearing Company, Croatian Financial Services Supervisory Agency, etc.)
- (9) For the use of the Service, the Bank applies a technological solution that enables secure connection between the Client and the Bank, which represents the secure communication standard in commercial application. When accessing the Service, the Bank provides to the Client all elements necessary for the use of the Service. The Bank shall take all reasonable measures to ensure Service availability, but shall bear no liability:
 - in case of impossibility of execute Orders due to the Client's fault;
 - for loss resulting from delays in the data transfer, incorrect or incomplete data transfer or communications breakdown, unless caused by the Bank's gross negligence
 - for unavailability of the Service resulting from technical issues in the computer equipment of the Bank and/or the Client, communications breakdowns or malfunctions, power system breakdowns or force majeure;
 - for unavailability of the Service due to reasons resulting from force majeure or third-party activities (strike, war, unrest, act of terror, resolutions of public authorities or bodies with public authorities, etc.) or interferences in telecommunication traffic not caused by malfunction or failure of the Bank's equipment;
 - for unavailability of the Service due to malfunction or failure of the Client's equipment for any reason whatsoever;
 - for loss resulting from non-delivery of data about changes of personal information required for the correct and secure functioning of the Service.
- (10) The Bank shall try to solve technical problems in the functioning of the Service as soon as possible. The Service may be partly or completely unavailable to the Client during regular maintenance. Regular maintenance shall take place at times of the lowest service usage frequency.
- (11) The Client may use market data exclusively for personal purposes related to personal assets management within the scope of non-professional use and shall not use such data for any business purposes and not in favour of any third party. The Client acknowledges that the ZSE and third-party service providers have intellectual property rights to market data. The Client shall not enable third-party access to market data or any part thereof and shall not disclose market data or forward them to third parties.

- (12) Financial instruments and cash holdings constituting the portfolio and managed in the Brokerage account in the Bank's records are the Client's property.
- (13) The Client's financial instruments are in the Client's name and the Client's ownership position is registered with the Bank for the entire time of using the Service. The Client's financial instruments do not have to be necessarily registered with the Bank where such instruments are registered in a custody account with a custodian bank, of which the Bank has been notified by the Client.
- (14) The Client's cash holdings are managed in the Bank's special account and are, pursuant to the Capital Market Act, not included in the Bank's assets or bankruptcy/liquidation estate.
- (15) The Client may buy and add to its portfolio all financial assets traded on the Zagreb Stock Exchange and included in the depository of the Central Depository and Clearing Company. The Bank may temporarily or permanently suspend the placement of orders for individual financial instruments if the Bank considers that the placement of such orders could affect market manipulation or be otherwise indicative of breach of laws and regulations, in accordance with its legal powers. In such case, the Bank shall notify all Clients of the temporary suspension by way of the Bank's official website.

6. PLACING AND CANCELLING ORDERS

- (1) Buying/selling orders shall be placed and cancelled subject to Operating Instructions which are a constituent part of these General Terms & Conditions and published on the Bank's official website.
- (2) The Bank shall act upon placed and cancelled orders as soon as they are received, within the next five (5) minutes at the latest, within the scope of set order parameters.
- (3) In case of cancellation of the order, the cancelled order that is still displayed on the stock exchange shall be withdrawn from the stock exchange as soon as possible, in any case no later than five (5) minutes after the time of cancellation, which is the time of receipt of the cancellation notice. If the transaction based on the displayed order is closed within the next (5) minutes, the order shall be considered executed.

7. RISK OF INVESTING IN FINANCIAL INSTRUMENTS

- (1) When investing in financial instruments, the Client must be aware of all risks inherent in and/or resulting from investment in financial instruments, and must always consider such risks when making decisions on buying and/or selling financial instruments.
- (2) The risks of investing in financial instruments are detailed in General Terms and Conditions of Brokerage Operations as a constituent part of the Contract.

8. BROKERAGE COMMISSION

- (1) The brokerage commission shall be calculated according to the valid Schedule of Charges published on the Bank's official website or displayed in the Bank's offices. The Bank shall notify the Client of any amendments to the Schedule of Charges 15 days prior to the effective date of the amended Schedule of Charges, in the contracted manner, on the website and by issuing the new amended Schedule of Charges in the Bank's offices.

9. OTHER PROVISIONS

- (1) For the purpose of harmonisation with laws and regulations and continuous improvement of the Service, the Bank may amend General Terms & Conditions at any time. The Bank shall deliver any amendments to the General Terms & Conditions and other documents defining and determining the terms and conditions of using the Service in the contracted manner, i.e. by way of its website, 15 days prior to their implementation.
- (2) With the coming into force of these General Terms & Conditions, the General Terms & Conditions valid from 01 December 2018. shall cease to be valid.
- (3) These General Terms & Conditions shall come into force on 15 January 2021.