

GENERAL TERMS AND CONDITIONS

General provisions

Article 1

General terms and conditions (hereinafter referred to as "General Terms") contain provisions regulating the mutual rights and obligations between the Investment Company HITA-VRIJEDNOSNICE d.d. (hereinafter referred to as the Company) and the Client in the provision of investment services and related ancillary services in accordance with the Capital Market Act and by-laws. The General Terms determine the terms of business, the way of doing business, the types of services offered by the Company, describe the risks associated with the transactions with financial instruments, and establish the conditions for the resolution of possible disputes.

Based on the approval of the Croatian Financial Services Supervisory Agency (HANFA), the Company is authorized to provide the following investment services and activities, as well as ancillary services:

1. Reception and transmission of orders in relation to one or more financial instruments,
2. Execution of orders on behalf of clients,
3. Portfolio management,
4. Investment advice,
5. Underwriting and/or services related to the placement of financial instruments without a firm commitment basis,

Ancillary services

1. Safekeeping and administration of financial instruments for the account of clients, including custodianship and related services, such as cash/collateral management, excluding maintaining securities account as defined in point 2 of Annex I to Regulation (EU) No 909/2014,
2. Granting credits or loans to investors to allow him to carry out transactions in one or more financial instruments, where the firm granting the credit or loan is involved in the transaction,
3. Advice on undertakings on capital structure, industrial strategy and related matters, and advice and services relating to mergers and purchase of undertakings,
4. Foreign exchange services where these are connected to the provision of investment services,
5. Investment research and financial analysis or other forms of general recommendation relating to transactions in financial instruments,
6. Investment services and activities as well as ancillary services of the type included in paragraphs 1 and 2 points 1 to 6 of Article 5 of the Capital Market Act, relating to underlying assets of derivatives referred to in Article 3-point 23 subparagraph d sub-subparagraphs db), dc), dd), and dg) of the Capital Market Act, when related to the provision of investment or ancillary services.

Additional activities

Based on the Decision of the Croatian Financial Services Supervisory Agency dated July 24, 2015, the Company has been authorized to perform the following additional activities:

- Organizing and conducting education intended for participants and users in the capital market,
- Offering shares in investment funds,
- Conducting pension program offer activities,
- Publishing activities,
- Computer and related activities,
- Purchase and sale of goods,
- Promotions (advertising and propaganda).

The Company is a member of the Zagreb Stock Exchange, Central Depository & Clearing Company (SKDD), SKDD-CCP Smart Clear (Central Counterparty), and the Investor Protection Fund.

The Company operates through its offices and associated representatives.

In these General Terms, certain terms have the following meanings:

Capital Market Act or ZTK - Act on the Capital Market, Official Gazette No. 65/18, and all its amendments and supplements.

HANFA - Croatian Financial Services Supervisory Agency, 10000 Zagreb, Franje Rački Street 6, Tel +385 1 6173 200, website www.hanfa.hr

ESMA - European Securities and Markets Authority, established by Regulation (EU) No. 1095/2010 of the European Parliament and of the Council of 24 November 2010 on the establishment of a European Supervisory Authority (European Securities and Markets Authority)

The Company - HITA-VRIJEDNOSNICE d.d. investment company, 10000 Zagreb, Kumičićeva Street 10, Tel +385 1 4807 750, Personal identification number - OIB 32998446701, registered in the Commercial Court Register in Zagreb under MBS number 080195224, LEI 74780000D0KHEVAXDU51, email address hita@hita.hr, website www.hita.hr

HITA INTERNET TRADING (HITA eTrade) - the Company's electronic platform designed for: a) placing orders for the purchase and sale of financial instruments via the internet, b) informing clients about orders, order executions, settlements, deposits/withdrawals, c) real-time stock prices from the Zagreb Stock Exchange, d) communication with clients, e) reviewing the Client's cash account and financial instruments account, f) using other investment and ancillary services.

Operating and Usage Instructions - an internal document of the Company describing the methods and procedures for using the "HITA INTERNET TRADING" service.

The Client - any natural or legal person to whom the Company provides investment and/or ancillary services

SKDD - Central Depository & Clearing Company, 10000 Zagreb, Heinzelova Street 62a, Tel +385 1 4607 300, www.skdd.hr, the central depository of securities or register of dematerialized securities where data on issuers, securities, securities accounts, and holders of securities are kept in electronic form

Rules of SKDD - a document outlining the rules and procedures of SKDD, whose current version is available on the SKDD website www.skdd.hr.

Position in SKDD - represents a record of the quantity, type, and category of securities held in the Securities Account at SKDD, along with the terms associated with these securities. The quantity is expressed by the number of securities, and for debt securities, by the nominal monetary amount of the obligation. Positions differ based on the type, repayment status, registration, and the security itself.

Participant in the SKDD system - in accordance with the SKDD rules, is an entity defined by the provisions of the Settlement Finality Act. The most common participants are Brokers - B, Custodians - S, or Money market - M. The Company is a participant in the SKDD system as a Broker - HITA-B and as a Custodian - HITA-S.

A position registered with a participant - broker is a position recorded in the Securities Account at SKDD, with the data available to the Company. The Company can also manage securities with the investor's approval or in accordance with their

order. Registration of a position with the Company is done through a phone call/system e-Investor SKDD, specifying the account number, PIN issued by SKDD, and the request number provided by the broker.

Position registered with the issuer - is a position recorded in the investor's Securities Account at SKDD, with the data available to the issuer of that security. This position is not accessible to the Company and can only be managed by the Account Holder or the Holder of the security.

Account Holder in SKDD - is an individual or legal entity in whose name the Basic Securities Account is held at SKDD.

Basic Securities Account in SKDD - is an electronic record maintained by SKDD, displaying the positions of investors or Account Holders for securities recorded on the account, the cash position representing receivables/liabilities towards SKDD. The Securities Account also contains information about real rights and their holders, limitations on real rights, and the history of changes that have occurred on the account, leading to the current state of the positions reflected in the account.

Investor's Transaction Account - is the Securities Transaction Account where positions of securities are held, and the Holder of the securities is a client whose identity is individually determined. The Company manages positions on its behalf but for the account of the Client. The assets in the Investor's Transaction Account are not the Company's assets and are kept separately from the Company's assets.

Portfolio Transaction Account - is the Securities Transaction Account where positions of securities are held, and the Holder of the securities is a client. The portfolio account is opened by the Company that has the approval of the competent authority. Based on the Portfolio Management Agreement for securities, the Company manages the portfolio of securities and freely disposes of positions in its name but for the account of the Client. Positions in the Portfolio Transaction Account are kept separately from the Company's assets.

Transaction Custodial Account with the name of the Client - is the Securities Transaction Account opened by the Company as a Custodian, where the identity of the Holder of securities, for whom it performs custody services, is individually determined.

Aggregate Custodial Transaction Account - is the Securities Transaction Account opened by the Company as a Custodian for one or more Clients. In the case of Aggregate Custodial Transaction Accounts, the identity of the Client is not recorded in the SKDD system and is hidden from the public.

SKDD-CCP - SKDD-CCP Smart Clear, 10000 Zagreb, Heinzelova Street 62a, Tel +385 1 4607 330, www.skdd-ccp.hr, a central counterparty in accordance with the provisions of Regulation (EU) No. 648/2012

ZSE – The Zagreb Stock Exchange - a market operator authorized to operate an organized market and an MTF in accordance with the Capital Market Act, 10000 Zagreb, Ivana Lučića Street 2a, www.zse.hr

Investment company - any legal person whose regular activity is the provision of one or more investment services to third parties and/or the performance of one or more investment activities on a professional basis.

ZDP - Foreign Exchange Act

ZKN - Act on the Finality of Settlement in Payment Systems and Financial Instrument Settlement Systems

ZSPNFT - Anti-Money Laundering and Counter-Terrorist Financing Act, Official Gazette No. 108/17, and all its amendments and supplements

Politically Exposed Person (PEP) - any natural person who currently holds or has held within the past 12 months a prominent public position in an EU member state or a third country, including their immediate family members and known close associates. Immediate family members of a PEP include the spouse or person in a non-marital partnership, children and their spouses or partners, and parents of the PEP. A close associate of a PEP is any natural person who is known to have joint beneficial ownership of a legal entity or legal arrangement, or any other close business relationship with the PEP or who is the sole beneficial owner of a legal entity or legal arrangement established for the benefit of the PEP. Prominent public

positions (functions) include presidents of states, prime ministers, ministers and their deputies or state secretaries and assistant ministers, elected members of legislative bodies, members of governing bodies of political parties, judges of supreme or constitutional courts or other high-level judicial officials whose decisions, except in exceptional cases, cannot be appealed, judges of auditing courts, members of central bank councils, ambassadors, chargés d'affaires and senior military officers, members of the management and supervisory boards of legal entities owned or majority-owned by the state, directors, deputy directors, board members, and persons performing equivalent functions in international organizations, municipal mayors, city mayors, county prefects and their deputies elected under the law governing local elections in the Republic of Croatia.

Consumer Protection Act - the act that regulates the protection of basic consumer rights in the purchase of products and services.

Authorized Representative - a legal or natural person authorized to represent a client based on law, statutes, articles of association, the rules of a legal entity, an act of a competent state body, or based on the Client's expressed will (power of attorney).

Order - a client's expression of intent to the Company to buy or sell financial instruments on his behalf (on the Company's behalf and for the Client's account).

Statement of Intent to Use Investment Services at Own Risk - a statement in which the Client signs and confirms that he is aware of the risks of trading and the potential consequences of trading in complex financial instruments, following the Company's Warning that he does not have sufficient knowledge and experience to assess the risks associated with trading in complex financial instruments.

Limited Order - an order to buy or sell a exact amount of financial instruments (quantity) at a exact price or at a more favorable price.

Accepted Order - the Client's order that the Company has accepted and entered into its order book, and for which the Company undertakes actions to execute it.

The Contract – Contract on the Provisions of Brokerage Services - a standardized contract that allows the Client to trade on the capital market in the country and abroad, for the services of receiving, transmitting, and/or executing orders.

Contractual Parties - when referring together to the Company and the Client in accordance with the Contract.

Client Questionnaire - contains general information about the Client, information necessary for the Client's categorization in accordance with the Capital Market Act, the Client's risk preferences, the Client's level of education, the Client's knowledge of investment services, the Client's trading history and frequency, information necessary for conducting in-depth analysis of the Client in accordance with the Company's obligations under the Anti-Money Laundering and Counter-Terrorist Financing Act, agreements with other countries (e.g., FATCA), CRS, and other relevant EU Directives and Regulations. The Company will use the collected data for the purpose of conducting its business and fulfilling its legal obligations.

Politically Exposed Persons Questionnaire - contains information necessary for conducting the process of in-depth analysis and other prescribed procedures in accordance with the Anti-Money Laundering and Counterterrorist Financing Act and implementing regulations.

Financial instruments - a) transferable securities, b) money market instruments, c) units in collective investment undertakings, d) derivatives, including: da) options, futures, swaps, forward rate agreements, and any other derivative contracts relating to securities, currencies, interest rates, yields, emission allowances, or other derivative instruments, financial indices, or financial measures that can be physically or cash settled, db) options, futures, swaps, forward rate agreements, and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the contracting parties, other than by reason of default or other termination event, dc) options, futures, swaps, and any other derivative contracts

relating to commodities that can be physically settled, provided that they are traded on a regulated market, multilateral trading facility (MTF), or organized trading facility (OTF), except for wholesale energy products traded on an organized trading facility and which must be physically settled in accordance with the conditions set out in Article 5 of Regulation (EU) No 2017/565, dd) options, futures, swaps, forward rate agreements, and any other derivative contracts relating to commodities that can be physically settled, provided that they are not specified under dc) and they have the characteristics of other derivative financial instruments, de) derivative instruments for the transfer of credit risk, df) financial contracts for differences (CFDs), dg) options, futures, swaps, forward rate agreements, and any other derivative contracts relating to climatic variables, freight rates, emission allowances, inflation rates, or other official economic statistics that must be settled in cash or may be settled in cash at the option of one of the contracting parties, as well as any other derivative contracts relating to assets, rights, obligations, indices, and measures not otherwise mentioned in this point, which have the characteristics of other derivative financial instruments, taking into account, inter alia, whether they are traded on a regulated market, multilateral trading facility, or organized trading facility dh) emission allowances consisting of any units recognized for compliance with environmental protection laws (emissions trading system).

Investor Protection Fund - The financial instruments and/or funds of the Client are protected in accordance with the ZTK, and the investor protection system is implemented and supervised by HANFA. The Fund is activated when HANFA issues a decision that a member of the Fund has entered bankruptcy proceedings or if HANFA determines that a member of the Fund is unable to fulfill its obligations towards Clients in a way that it cannot fulfill its financial obligation and/or return financial instruments, and it is unlikely that these circumstances will significantly change in the foreseeable future. Client claims are insured up to an amount of 19,908.42 Euros.

Capital Gains Tax - The taxation of capital gains paid by natural - individual in accordance with the Income Tax Act.

Transferable securities are types of securities that are transferable in the capital market, such as: a) shares or other securities of the same nature representing equity or membership rights in a company, as well as certificates of deposited shares, b) bonds and other types of securitized debt, including certificates of deposited securities, c) all other securities giving the right to acquire or sell such transferable securities or to make payments in cash determined by reference to transferable securities, currencies, interest rates, yields, commodities, indices, or other measures. Payment instruments are not considered transferable securities within the meaning of point 3, Article 3 of the ZTK.

Money market instruments are all types of instruments commonly traded in the money market, such as treasury bills, commercial paper, certificates of deposit, and deposit certificates, excluding payment instruments.

Undertakings for Collective Investment are (UCITS): a) entity for joint investment authorized by HANFA in accordance with the law governing the establishment and operation of open-end investment funds with a public offering and management companies of such funds, and the law governing the establishment and operation of alternative investment funds and their managers, b) joint-venture authorized to operate in a Member State and which, according to the regulations of their home Member State, meet the conditions set out in Directive 2009/65/EC of the European Parliament and of the Council of 13 July 2009, c) other foreign entity for joint-ventures, including those different from those mentioned in point b) and joint-ventures authorized to operate in a third country.

Undertakings for Collective Investment are units in open-end investment funds with a public offering, which constitute separate assets without legal personality. The funds raised through the public offering of units in the fund are invested in accordance with the provisions of the Law on Open-End Investment Funds with a Public Offering, as well as the Fund's Articles of Association and Prospectus. Each investor is required to familiarize themselves with the Fund's Articles of Association and Prospectus before investing. The fund's assets are divided into an unlimited number of units. Unit

holders in the fund have the right, in addition to the right to a proportional share in the fund's profits, to request the redemption of units and thus exit the fund at any time. Given their characteristics, there are various types of open-end investment funds with a public offering, such as equity funds (investing in shares of joint-stock companies, volatile in nature, carrying increased risk but potentially offering higher returns), money market funds (investing in deposits, treasury bills, commercial paper, carrying minimal risk), bond funds (investing in bonds, usually offering stable returns with reduced risk), balanced funds (investing in various types of financial assets based on the ratio prescribed in the prospectus and the fund's articles of association, typically stocks and bonds, with a moderate level of risk), index funds (investing in financial assets based on the prospectus and the fund's articles of association, tracking the performance of a specific index, with the level of risk depending on the assets being tracked). Closed-end alternative investment funds (CAIFs) raise funds and assets through a public offering of their freely transferable shares, without the obligation to repurchase shares upon the request of shareholders, and they are traded on a financial instruments market.

Complex financial instruments are derivative and structured securities whose value is linked to the value of another security or asset (such as certificates, derivatives, options, futures, swaps, forward rate agreements, CFDs, warrants, ETFs, etc.).

Client Account consists of cash account in the Domestic currency and/or foreign currency, as well as account for financial instruments (such as stocks, bonds, etc.) held in the books of the Company in the name of the Client. The Client's cash and financial instruments are kept with authorized institutions.

Inactive Account is the Client's account that has not had any executed orders for buying/selling within a period of one (1) year.

Order Execution refers to the Company's actions aimed at concluding transaction/contract for the purchase or sale of one or more financial instruments on behalf of the Client.

Place of Order Execution can be a regulated market, multilateral trading platform (MTF), systematic internalizer, market operator, another entity in a third country performing similar activities on or off the market (OTC market).

Regulated Market is a multilateral system operated by a market operator that meets the following conditions: a) brings together or facilitates the bringing together of third-party buying and selling interests in financial instruments, within the system, in accordance with predetermined non-discretionary rules resulting in the conclusion of contracts on the financial instruments traded under its rules and/or system; b) has the approval as a regulated market; c) operates on a regular basis in compliance with the provisions of the Capital Market Act.

Multilateral Trading Facility (MTF) is a multilateral system operated by an investment firm or market operator that brings together or facilitates the bringing together of third-party offers to buy and sell financial instruments to result in a contract in accordance with the provisions of the Capital Market Act.

Progress Market is an MTF managed by the Zagreb Stock Exchange.

Systematic Internalizer is an investment firm that, without operating a multilateral system, trades on a frequent, systematic, and substantial basis on its own account, executing client orders outside a regulated market, MTF, or OTC market.

UCITS (Undertakings for Collective Investment in Transferable Securities) fund is an open-ended investment fund with a public offering that: a) has the exclusive objective of pooling the assets collected through a public offering of fund units into transferable securities or other forms of liquid financial assets, operating on the principles of risk diversification; b) allows for the direct or indirect redemption of units at the request of investors, based on the fund's net asset value. The measures taken by the management company to ensure that the value of units does not deviate significantly from the net asset value are considered equivalent to the redemption of units; c) is established in accordance with the Law on Open-Ended Investment Funds with

Public Offering or the regulations of a member state adopted based on Directive 2009/65/EC of the European Parliament and Council.

AIF (Alternative Investment Fund) is an investment fund established with the purpose and intention of raising funds through a public or private offering and investing those funds in various types of assets in line with a pre-determined investment strategy and objective of the AIF, exclusively for the benefit of the unit holders of that AIF. An AIF can be an open-ended or closed-ended fund. AIFs are not UCITS funds and do not require approval for establishment and operation in accordance with the laws regulating open-ended investment funds with public offering.

Corporate Action - An event announced and initiated by the Issuer of financial instruments (equity and debt) that can result in a change to the financial instruments and/or the rights of their holders. It includes holding general meetings, dividend calculation and payment in cash/financial instruments, interest and principal calculation and payment for debt financial instruments, share split, share merge, increase, or decrease of share capital, squeeze-out of shareholders, company takeovers, company mergers, early redemption of debt financial instruments, preemptive rights in the subscription of new shares, and other activities related to the exercise of rights from financial instruments. Corporate actions can be voluntary or mandatory.

Third Party - Central Depository and Clearing Company (SKDD), Credit institution where the Company stores Client's Financial Instruments and cash, as well as all other institutions participating/intermediating in the provision of services to the Client (exchange, regulated market, another clearing company, another investment firm, another counterparty in an OTC transaction, custodian, sub-custodian (custodian bank), UCITS fund).

Over the Counter (OTC) - Trading conducted outside of a regulated market and MTF.

OTC Transaction - A transaction of a financial instrument that may be listed on a regulated market but is concluded outside of the regulated market or MTF (e.g., within the Company's IT system).

HITA OTC Market - A market for financial instruments that are not listed on the regulated market of the Zagreb Stock Exchange and/or have not been admitted to trading on MTF or the Progress Market managed by the Zagreb Stock Exchange.

Electronic Form - Any permanent medium other than paper.

Permanent Medium - Any means that allows the Client to store data, which is personally addressed to them and available for future use during a period appropriate to the purpose of such data, and allows the unchanged reproduction of the stored data.

Tied Agent /Authorised Representative- A person appointed by an investment firm for the purpose of performing tasks prescribed by the Capital Market Act on behalf of and under the full and unconditional responsibility of the investment firm.

Company's Website - www.hita.hr

Quantity - The exact number of financial instruments to which the Order refers.

Price - The exact price for the quantity of financial instruments to which the Order refers.

Price Increment (Tick Size) - Regime prescribed by Delegated Regulation (EU) 2017/588, which determines the minimum difference between two price levels in the Order relating to a financial instrument.

Order Book - An electronic record of Orders maintained by the Company in accordance with the provisions of the Capital Market Act and other relevant regulations, into which information on each Order is entered.

Price List - Price List that determines the amount and method of calculation of fees, costs, and related expenses that the Company will charge the Client for the provision of services and performance of activities subject to the Contract and these General Terms.

Fee - The amount payable for the execution of an Order or other services.

Username - A unique name by which the user is identified in the information system for online trading.

Password - For online trading, it can contain any combination of uppercase/lowercase letters, numbers, and special characters.

Password - A secret set of characters required for placing Orders and identification via telephone.

Order Execution Policy - An internal act of the Company that prescribes the criteria, elements, procedures, measures, and places for order execution, which enables achieving the best possible outcome for the Client.

ISIN - Unique identifier of a financial instrument.

IBAN - Unique account identifier of the Client in the bank.

FATCA (Foreign Account Tax Compliance Act) - Agreement between the United States and FATCA partner countries aimed at enhancing tax compliance. A person, whether individual or legal entity, is considered to have FATCA status if any indicators apply to them under US tax law. The Company is obligated under FATCA regulations to identify and determine FATCA status for Clients and report to the US tax authority (data on transactions and the balance of financial instruments and cash) for Clients determined to have FATCA status.

CRS (Common Reporting Standard) - Integral part of EU Directive 2014/107/EU, which requires mandatory automatic exchange of information in the field of taxation. This regulation requires institutions in the Republic of Croatia to identify and report to the tax authorities of the Republic of Croatia the tax residency for all clients who hold financial assets with that institution.

SAD or USA - United States of America

Shareholders' Rights Directive - Directive (EU) 2007/36 and Directive (EU) 2017/828 amending Directive (EU) 2007/36. These Directives establish rules that promote the exercise of shareholders' rights at the general meetings of companies based in the EU and whose shares are traded on regulated markets within the EU. The aim of the 2017/828 revision is to encourage long-term shareholder engagement to ensure decision-making for the long-term stability of companies and consideration of environmental and social issues.

Domestic currency - In the Republic of Croatia, starting from January 1st, 2023, the Euro, symbol EUR (from May 30th, 1995, to December 31st, 2022, the Croatian Kuna, symbol Kn or HRK).

MiFID II (Markets in Financial Instruments Directive) - EU Directive 2014/65 regulating participants in capital markets since January 3rd, 2018, and amending the MiFID directive.

MiFIR (Markets in Financial Instruments Regulation) - EU Directive 600/2014 regulating financial instruments markets since January 3rd, 2018.

MAR (Market Abuse Regulation) - EU Regulation 596/2014 on market abuse as of April 16th, 2014.

Short Selling - the sale of financial instruments that the Client does not own, or the sale of financial instruments borrowed by the Client, in accordance with EU Regulation 236/2012 and the Act on the Implementation of the Regulation and Short Selling and certain aspects of credit derivatives based on the occurrence of default status.

LEI (Legal Entity Identifier) - a unique identification code for legal entities required as of January 1st, 2018. The LEI code is issued for a period of 12 months and must be renewed after expiration.

GDPR (General Data Protection Regulation) - EU Regulation 2016/679 on data protection, applicable as of May 25th, 2018.

Law on the Implementation of Data Protection Regulation - Law that regulates the implementation of the GDPR regulation.

DPO (Data Protection Officer) - Data Protection Officer according to GDPR regulations.

ESG factors (Environmental, Social, and Governance) Sustainability factors - refer to three key areas considered when measuring the sustainability, ethics, and social responsibility of individual financial instrument issuers.

ETF (Exchange-Traded Fund) - a fund traded on the stock exchange that represents shares in an collective investment entity, with at least one class of shares traded during the day on at least one trading venue and at least one market maker taking measures to ensure that the share price on that trading venue does not significantly deviate from the net asset value per share.

Market Maker - a person who continuously presents themselves as willing to trade for their own account on the financial market, buying and selling financial instruments using their own capital at prices they determine.

SFDR (Sustainable Finance Disclosure Regulation) - Regulation (EU) 2019/2088 on disclosures relating to sustainability in the financial services sector.

SFDR RTS (Regulatory Technical Standards) - Regulation (EU) 2022/1288 supplementing Regulation (EU) 2019/2088 with regard to regulatory technical standards that provide more detailed requirements for the content and presentation of the principle of "do no significant harm," the content, methodologies, and presentation of sustainability indicators and adverse sustainability impacts, as well as the content and presentation of information on the promotion of environmental or social characteristics and sustainable investment objectives in pre-contractual documentation, websites, and periodic reports.

PAI Indicators (Principle Adverse Impacts) - Detailed and prescribed in accordance with SFDR RTS. They provide investors and potential investors with insight into the principal adverse impacts of investments.

Business day - any day when the ZSE (Zagreb Stock Exchange) is open for trading financial instruments.

Introducing broker - a contractual relationship between the Company and one or more foreign investment companies that allows the Company's clients to trade directly on foreign markets through the internet systems of the mentioned investment firms. The Company's clients must sign a contract for the provision of investment services with a foreign investment company.

Client Classification Regulation - an internal act of the Company that prescribes measures and procedures for classifying clients as retail or professional investors, in accordance with the ZTK (Capital Market Act).

By accepting the order, the Company undertakes to take actions with the aim of concluding contracts for the purchase or sale of financial instruments in accordance with the order and on behalf of the Client, and the Client undertakes to pay the agreed fee for the performance of these tasks. The order refers to an exact amount (quantity) of financial instruments and price and is considered a transaction performed at the initiative of the Client.

The General Terms are an integral part of all contracts concluded (signed) by the Company with Clients, as well as other contracts that refer to them. By signing the Contract, the Client confirms that he is familiar with the content of the General Terms and agrees to their application. If an individual Contract concluded (signed) with a Client differs from the General Terms, the provisions of that Contract shall apply.

The General Terms are available at the official premises of the Company, as well as on the Company's website.

Client information

Article 2.

The Client is obligated to provide the Company with data, documents, and information necessary for the provision of investment services and activities, as well as related ancillary services, maintaining the required records, and other documentation prescribed by law and by-laws.

The Client voluntarily provides the necessary data, documents, and information based on the law and sublegal acts. If the Client refuses to provide the data, documents, or information that are mandatory according to the Capital Market Act, by-laws, or the Contract with the Company, the Company will refuse to sign the Contract or unilaterally withdraw from it.

In accordance with the Anti money laundering act (ZSPNFT) and Capital Market Act and other by-laws, the Company is obliged to have access to the originals of documents and collect copies of the following documents:

- **For private persons/ individuals - residents:** personal ID card/passport, bank contract or confirmation, current/savings account/passbook/bank account in the Client's name (IBAN). In

the case of the sale of financial instruments of minors, it is necessary to additionally obtain a valid/enforceable decision from the competent Center for Social Welfare or court.

- **For legal entities/ legal persons- residents:** extract from the court register or registration decision (not older than three months), copy of the founding act of the legal entity (corporate contract/ declaration of incorporation/ statute), personal ID card/passport of all authorized representatives, information on the classification of the business entity according to the NKD (National Classification of Activities), signature card based on which the payment account was opened or the Contract on opening a transaction account, Legal Entity Identifier (LEI), Statement on the Beneficial Owner of the legal entity with a list of members of the Management Board, Extract from the Register of Beneficial Owners, full name and OIB (Personal Identification Number) of all persons authorized to issue instructions and orders.
- **For private persons/ individuals - non-residents:** passport/ID card, contract on a non-resident account in the Client's name or a bank card related to the Client's account, and a document in accordance with the regulations of the trading venue to unambiguously identify the Client (data necessary for creating a short code for the trading venue).
- **For legal entities/ legal persons - non-residents:** extract from the relevant foreign register of legal entities translated by an authorized court interpreter (original or certified copy) not older than three months, founding act of the foreign legal entity, personal ID card/passport of all persons authorized to represent the entity, full name, identification number, country of residence, LEI, copy of the contract on a non-resident account opened in the Client's name or confirmation from the bank of the account opened in the Client's name, Statement on the Beneficial Owner of the legal entity with a list of members of the Management Board, full name and (data necessary for creating a short code for the trading venue) for all persons authorized to issue instructions.

The Company is obliged to collect the Client's personal identification number (OIB) and information on the Client's investor account number with the Central Depository & Clearing Company (SKDD) or custodial account for settlement (in case the Client has opened one of the mentioned accounts).

The Client will provide the Company with their valid email address.

Individual and legal persons, residents, or non-residents are defined by the provisions of the Foreign Exchange Act.

Clients who establish a business relationship with the Company for the first time are obliged to fill out a Client Questionnaire. The Company may orally request information from the Client that was not provided in the Client Questionnaire, and the Company will then enter it into its information system. If the Client indicated in the Client Questionnaire that they are a Politically Exposed Person according to the defined concept of politically exposed persons in these General Terms and the Anti-Money Laundering Act (ZSPNFT), the Client is obliged to fill out Questionnaire for Politically Exposed Persons (PEP), and the Company's management is solely responsible for signing the Contract with the Client.

In the case of settlement through a Third Party (custodian bank), the Client shall provide the custody bank with information about the Company and familiarize them with the Company's information.

In addition to the documentation, the Client undertakes to provide, upon the Company's specific request, any other certificates, documents, statements, etc., particularly if requested by HANFA, SKDD, the Office for the Prevention of Money Laundering, tax authority, or other judicial, administrative, arbitral, or competent bodies and entities, all for the purpose of more efficient and timelier fulfillment of obligations by the Company.

Legal entities are required to have a valid Legal Entity Identifier (LEI) when submitting orders. The Company shall not accept an order from a legal entity without a valid LEI code.

If the Client is represented by an attorney, the attorney must attach a special power of attorney certified by a notary public or other competent authority, along with a copy of their ID card.

If the Client is represented by a lawyer, the lawyer is obliged to submit a lawyer's power of attorney, along with a copy of their ID card and lawyer's ID card.

The statement regarding the beneficial owner of the legal entity shall be provided under criminal and material liability by the person authorized to represent the entity.

Within 30 days of a change in the ownership and management structure, the Client is obligated to provide a new statement.

If the Company fails to collect the requested documentation from the Client, it is not authorized to establish a business relationship with the Client.

If the Client is a Politically Exposed Person, an authorized representative of the Company must obtain written consent from a member of the Company's Management Board to establish or continue a business relationship with the Client and take appropriate measures to determine the source of the person's assets and funds involved in the business relationship or transaction.

The Company is obliged to continuously monitor the business relationship with a Politically Exposed Person and to request additional documentation to verify the source of the person's funds. Depending on its assessment, the Company may choose not to establish a business relationship with a Politically Exposed Person or terminate an existing Contract.

If the Client becomes a Politically Exposed Person during the term of the business relationship with the Company, they are obligated to inform the Company accordingly, so that the Company can fulfill its obligations in accordance with applicable laws and regulations. If the Client fails to inform the Company about their status as a Politically Exposed Person, they shall be liable for any damages incurred by the Company. If the Contract is not signed in the Company's business premises or offices, or in the business premises of Authorised Representative/ Tied Agent, the provisions of the Consumer Protection Act concerning "Remote conclusion of Contracts for the Sale of Financial Services" shall apply to the conclusion of the business relationship.

All notifications from the Company to the Client shall be sent in Croatian/ English language in electronic form to the Client's email address. In case the Client does not have an email address, notifications shall be sent by post.

The Company may terminate the existing contractual relationship and declare all outstanding claims due if, due to the Client's fault, it is unable to update the Client's documentation during the business relationship.

Tied Agent /Authorised Representative

Article 3.

Tied Agent/ Authorised Representative acting on behalf of the Company with full and unconditional liability, carries out promotional activities related to the Company's services, offers the Company's services, receives, or transmits orders from Clients or potential clients, engages in the placement of financial instruments, and provides advice on financial instruments and services offered by the Company. The list of authorized representatives of the Company can be found on the Company's website. The Tied agents/ Authorized representatives are registered with the Croatian Financial Services Supervisory Agency (HANFA), and HANFA has the public list off all Tied agents.

Classification of clients, suitability, and appropriateness assessment

Article 4

The Company is obliged to classify its clients as retail (small) or professional investors in accordance with the Capital Market Act (ZTK), based on their knowledge, experience, financial situation, and investment objectives in the capital market.

The Regulation on Client Classification regulates the division into retail (small) and professional investors, the level of protection, as well as the conditions and procedures for changing client status. Clients classified as "retail investors" are entitled to a higher level of

protection and additional information from the Company, in accordance with the ZTK, including but not limited to historical price movements of financial instruments, publicly available information about the financial instrument, rules regarding the prevention of conflicts of interest, portfolio management methods, frequency of order notifications, etc. Clients classified as "retail investors" may, upon their specific request, receive treatment as professional investors, subject to the conditions and procedures prescribed by the Regulation on Client Classification, along with an additional assessment of their professional knowledge and experience, all in accordance with the ZTK. Clients classified as "professional investors" according to ZTK may request a higher level of protection and treatment as "retail investors" from the Company.

In accordance with ZTK, the Company will assess whether a particular product or investment service is suitable for the Client and will warn them of the potential inappropriateness of the requested service or instrument.

In accordance with the Capital Market Act (ZTK), the Company warns the Client or potential Client that it is not obligated to assess the suitability/appropriateness of a product or service for the Client, nor will it collect data about the Client or warn them that a certain product or service is not suitable for them. The Client is also informed that they will not enjoy protection under the rules of conduct if the service pertains to:

- a) **Shares listed on a regulated market or an equivalent third-country market or on an MTF, excluding shares or units in non-UCITS collective investment undertakings and shares into which derivatives are incorporated.**
- b) **Bonds or other forms of securitized debt listed on a regulated market or an equivalent third-country market or on an MTF, excluding bonds or other forms of securitized debt into which derivatives are incorporated or where the structure makes it difficult for the Client to understand the related risks.**
- c) **Money market instruments, excluding those into which derivatives are incorporated or where the structure makes it difficult for the Client to understand the related risks.**
- d) **Shares or units in UCITS funds, excluding structured UCITS funds as defined in Article 36 paragraph 1 of Regulation (EU) No 583/2010.**
- e) **Structured deposits, excluding those where the structure makes it difficult for the client to understand the risks of return or the costs associated with early redemption of the product.**
- f) **Other non-complex financial instruments that meet the criteria set out in Article 57 of Delegated Regulation (EU) No 2017/565.**

This applies when the mentioned services are provided at the initiative of the Client.

It is understood that professional investors have the necessary knowledge and experience for investing in the capital market. Before providing portfolio management or investment advisory services, the Company is obliged to assess the suitability, namely whether the services and financial instruments are appropriate for the Client, particularly in line with the Client's risk tolerance and ability to bear losses. For this purpose, the Company is required to collect information about the Client's knowledge and experience in investment matters, their financial situation and risk tolerance, as well as their investment objectives. These details are gathered through a Suitability Assessment Questionnaire for Portfolio Management and Investment Advisory, which the Client completes.

The information provided in the Questionnaire must be accurate and truthful. The Company considers the Client's responses in the Questionnaire as true and correct. If the Company fails to collect the necessary information for the suitability assessment, it will inform the Client about the impossibility of providing investment

advisory and/or portfolio management services. If the Company determines that the investment advisory and/or portfolio management services are not appropriate for the Client, it must not provide these services to the Client.

Prior to trading complex financial instruments and/or trading on OTC/HITA OTC markets, the Company is obligated to conduct a suitability assessment of the Client. The suitability assessment is based on the data collected about the Client's knowledge and experience through the Client's trading history and Questionnaire for clients. If, based on the collected data, the Company determines that the execution and/or reception and transmission of orders for complex financial instruments are not suitable for the Client or there is insufficient data for the suitability assessment, the Company will provide a Warning to the Client stating that the services of executing orders and/or reception and transmission of orders for complex financial instruments and/or trading on OTC markets are not suitable for the Client because the Client lacks the necessary knowledge and experience to assess the risks associated with trading complex financial instruments and/or trading on OTC markets. If the Client still wishes to receive these services despite the warning, they must provide the Company with a signed Statement of Intent to use investment services at their own responsibility and risk, confirming that the services of executing orders and/or reception and transmission of orders for complex financial instruments and/or trading on OTC markets are not suitable for them, that they are aware of the risks associated with trading complex financial instruments and/or trading on OTC markets as stated in the Risks section of these General Terms, as well as other Company acts, that they understand these risks and accept them, and that they still want the Company to provide the services of executing orders and/or reception and transmission of orders for complex financial instruments and/or trading on OTC markets.

Qualified counterparty is a subcategory of professional investor category. Qualified counterparty include investment firms, banks/credit institutions, insurance companies, management companies of publicly offered open-end investment funds and open-end investment funds, management companies of pension funds and pension funds, other financial institutions subject to the obligation to obtain authorization to operate or whose activities are regulated by the regulations of the Republic of Croatia, persons whose regular activities consist of trading for their own account with commodities and/or commodity derivatives, unless they are part of a group whose main business is providing other investment services in accordance with the Capital Market Act or banking services in accordance with the Law on the Establishment and Operations of Credit Institutions, persons with the status of a local company in accordance with the Capital Market Act, national governments and public bodies managing public debt and central banks, supranational organizations. The Company will treat Qualified counterparties as professional investors unless they themselves provide a written request for a change of status to obtain a higher level of protection.

Orders Placement, Execution and Cancellation Article 5.

Clients classified as retail investors are required to sign a written Contract with the Company, whereby the Company undertakes to carry out transactions of buying and/or selling financial instruments on behalf and for the account of the Client, in accordance with the Client's instructions. The Client agrees to pay fees and all transaction costs.

The Company accepts orders from Clients for the purchase and sale of financial instruments at its headquarters, offices, and through Authorised Representatives/ Tied Agents. Orders received at offices and from Authorised Representatives/ Tied Agents are executed at the Company's headquarters.

The Company is obligated to execute orders in accordance with the Order Execution Policy accepted by the Client.

The Company may execute orders on trading venues in the country and abroad.

Clients classified as retail investors may place orders:

- a) In person.

- b) By phone or orally, with identification by password and/or fixed telephone/mobile number and/or other personal information of the Client (OIB, address, email address, fixed telephone/mobile number), with mandatory recording of telephone conversation. The Client explicitly agrees to the recording of such telephone conversations with the Company.
- c) Electronically: through the HITA Internet Trading system (via the Internet).
- d) By email, with identification by password and/or email address.

Clients classified as professional investors and qualified counterparties may place orders:

- a) In person.
- b) By phone or orally, with identification by password and/or fixed telephone/mobile number and/or other personal information of the Client (OIB, address, email address, fixed telephone/mobile number), with mandatory recording of telephone conversation. The Client explicitly agrees to the recording of such telephone conversations with the Company.
- c) Electronically: through the HITA Internet Trading system (via the Internet).
- d) By email, with identification by password and/or email address.
- e) Through Bloomberg, Thomson Reuters, etc., if provided for in the Contract between the Client and the Company.

After classifying the Client and considering their knowledge, experience, financial situation, and investment objectives, the Company may decide on the method of receiving orders from the Client. The Company may at any time decide to change the method of receiving orders from the Client, to protect the Client and conduct business in accordance with the Capital Market Act and by-laws. If the Company determines that one of the chosen methods for placing orders by the Client is not suitable for them, the Client will be promptly notified in writing, allowing them to respond and indicate whether and how they wish to continue conducting business with the Company.

Orders can be placed only in Croatian and English languages, and only in the ways chosen by the Client. If the Client does not select/circle any of the ways of placing orders from the Contract, the Company will decide on the method of receiving orders from the Client. The Company will not accept orders from retail investors received through other means. When placing an order in person, the Client will come to the Company's premises (headquarters or offices) or Authorised Representatives/ Tied Agents of the Company and will personally sign the Order. The Client will submit orders via email exclusively from the email address stated in the header of the Contract, or through another email address provided by the Client to the Company.

Clients are warned that all telephone conversations are recorded in accordance with the ZTK, and they are recorded and stored in accordance with the deadlines prescribed by the ZTK. The Company has adopted a Policy on recording telephone and electronic communication.

Clients can place telephone orders exclusively through the Company's landline, which is recorded. It is not allowed to place orders calling the Company's licensed brokers on their mobile phones. In exceptional cases such as disasters/epidemics/pandemics/floods, earthquakes, and other extraordinary circumstances when recording telephone conversations is not possible, Clients can place orders by calling the Company's mobile numbers, with a written confirmation through SMS messages, Viber messages, WhatsApp messages, or any messaging system owned by the Client, and the Company's employees can receive and print them for storage and keeping in accordance with applicable regulations.

The service "HITA INTERNET TRADING" refers to trading financial instruments through the Company's IT infrastructure located on the official website of the Company. To use the infrastructure, the Client is required to provide, at their own

expense, the minimum technical requirements, including Internet access. The Company may upgrade the technical characteristics of the "HITA INTERNET TRADING" service without prior notice to the Client, which may require upgrading the Client's software, hardware, and/or web browser. The Company is not responsible for any costs that the Client may incur related to upgrading the hardware, software, and/or web browser for the purpose of using "HITA INTERNET TRADING," nor for any damages and/or costs that may arise because of the Client's failure to upgrade the appropriate technical requirements. The "HITA INTERNET TRADING" service allows the Client to view the Client's Account balance, review all open orders, review historical orders, transactions, etc.

The Client accepts and agrees that the Company does not bear any responsibility regarding access to the "HITA INTERNET TRADING" service in terms of availability, capacity, and speed of operation. The Company will make every effort to ensure uninterrupted and error-free functioning of "HITA INTERNET TRADING." The Client will use "HITA INTERNET TRADING" at their own risk, and the Company is not liable to the Client for any losses.

Operating instructions for the service are available on the Company's official website. The Company may modify the sections of the General Terms related to online trading, as well as operating instructions, add new features, and modify existing system features at any time. The Company will announce all the changes on its official website. The Client undertakes to keep their username and password for accessing the website confidential and not to disclose them to third parties. If the Client acts contrary to the provision, the Company is not liable for any damage suffered by the Client because of such actions. The Company is not liable for any damage that the Client may suffer due to the misuse of the provided data by third parties when using public computers.

If the Client loses or forgets their password for placing orders, the Company will communicate it to the Client via the email address provided in the Contract, or through another email address provided by the Client to the Company, or through a telephone conversation after verifying the Client's identity (name, address, date of birth, phone number, OIB, ID card number, etc.).

Clients can place orders for the HITA OTC market according to the technical capabilities of the Company (by phone, email, etc.). The Client will place the Order at their own risk, based on their own business, legal, and financial assessment, at a time and price determined by the Client.

The Company will accept an Order if it complies with the ZTK (Capital Market Act), by-laws, exchange rules, and these General Terms, and it will enter it in the order book. Orders entered in the order book will be executed in accordance with the ZTK, by-laws, and the Company's Order Execution Policy. If it involves foreign financial instruments, the Company will transmit the order to an authorized company that can trade the respective financial instruments on the relevant market, with which the Company cooperates.

The Client is responsible for complying with the rules of the place of order execution, including but not limited to: daily trading limits, trading suspension rules, market manipulation prevention, volatility auctions, and order duration.

The Company will confirm receipt of the Order to the Client no later than the next working day after the order is placed. Clients placing orders by phone will receive immediate telephone confirmation of order receipt. Clients placing orders by email will receive telephone or email confirmation of order receipt immediately upon receiving the email. If the Client does not receive confirmation of order receipt within 15 minutes of sending it in the manner, the Client must contact the Company by phone to check the status of the order. The Company is not responsible for any damage incurred by the Client due to non-receipt of the order by email caused by email delivery failure. Merely receiving the Order does not constitute acceptance of the Order.

The Client is warned about the specific risks associated with placing orders by email, particularly the risks of failure, non-delivery, unauthorized use and access, delays, or errors in sending/receiving

orders by email. The Company is not liable to the Client for any damages resulting from any of the risks associated with placing orders by email.

If the Company does not accept an Order, it will notify the Client of the rejection immediately upon receipt of the Order, specifying the reason for the rejection, in accordance with the ZTK.

The Client is warned that the received Order may be rejected by the market operator or exchange in accordance with their internal regulations, and the Company undertakes to inform the Client accordingly.

Cancellation of Orders by the Trading Venue:

The trading venue may cancel the Client's Order in accordance with its rules, for example, due to a change in trading regime from Regular Trading to Auctions, or for the implementation of Corporate Actions. In such cases, the Company will mark in the order book that the Order has been canceled by the trading venue, and if the Client wishes, they can place the Order again. The Company is not obliged to notify the Client that their Order has been canceled. The Company is not responsible to the Client for any damages resulting from the cancellation of the Order by the trading venue. Clients are responsible for monitoring the trading venue's announcements regarding corporate actions that may lead to the cancellation of Orders.

Cancellation of Orders by the Company:

The Company may cancel an Order or partially executed Order at any time in the following cases: announced or initiated Corporate Actions that would significantly deviate or deviate from the market conditions that will apply after the implementation of those Corporate Actions, suspicion of market abuse in accordance with MAR (Market Abuse Regulation), suspension of trading in certain financial instruments on the market by a decision of the competent regulator, Client's unsettled obligations to the Company, inability to obtain valid client data necessary for reporting to the regulator/trading venue (e.g., invalid LEI code), inability to obtain data related to ZSPNFT, inability to contact the Client, insufficient Collateral on the Client's Individual Account at SKDD-CCP (Central Counterparty), execution of the Order would constitute a misdemeanor or criminal offense, and other reasons.

In case of Order cancellation, the Company will notify the Client promptly by telephone or electronic communication.

The Company is not responsible to the Client for any damage caused by the cancellation of Orders by the Company. The cancellation of the Order takes effect from the moment it is recorded in the Company's order book.

Market abuse is prohibited. The Company, to fulfill its obligations under Article 16 of MAR (Market Abuse Regulation), monitors trading and has implemented mechanisms to detect the most common forms of manipulative behavior. The Company has described in detail in the Manual and Instructions for HITA eTrade the mechanisms and measures for protecting trading and preventing market manipulation. The Company has the right to disable the HITA Internet trading service for the Client who violates the provisions of MAR or to prevent them from placing Orders by phone. If necessary, the Company may request the Client's statement regarding their trading activities, and the Client is obliged to provide such information.

The Client is required to inform the Company when engaging in Short Selling, i.e., when selling borrowed financial instruments, so that the Company can inform the relevant regulator and trading venue and fulfill its obligations under the applicable regulations.

Article 6.

The order has been accepted by the Company if it is entered into the Order Book.

Essential elements of the order:

Personal data that identifies the Client or his authorized representative, which are identical to the personal data from the Contract; type of Order (purchase or sale), or the nature of the transaction that the Company needs to carry out; type and designation of the financial instrument, and ISIN; data on the

quantity of the financial instrument that is the subject of the order; price expressed per unit in the domestic currency or currency according to the place of execution of the order for shares, and for debt securities as a percentage of their nominal value; designation of the market country and currency if it is a purchase or sale of a financial instrument outside the Republic of Croatia; deadline until which the Order is valid; Client's signature for a written Order or password for a verbal, or email submitted Order, as well as specific instructions from the Client, if any (e.g. on the organized market of the Zagreb Stock Exchange: block transaction, Cross Request, etc.). The Company will execute the order with the Client's special instructions depending on market possibilities.

When placing an Order, the Client must respect the Price Increment (Tick Size) regime for which the Order is placed.

If the Company receives an incomplete, contradictory, unclear, or unspecified Order, the Company has the right to request clarification of the Order or may postpone the processing of the received Order or instructions until the Company resolves the uncertainties in contact with the Client, and reject the received Order, all without any obligation for the Company. In such cases, when the Company rejects the received Order, it undertakes to immediately notify the Client.

The Company reserves the right not to accept the received Order, particularly but not exclusively, if it determines or assesses that it was not given in accordance with these General Terms, does not contain essential elements for conducting business, in the case of blockage and/or prohibition of trading in a specific financial instrument, or if the prerequisites for trading in the market of the country indicated in the Order are not fulfilled. The Company may also refuse to receive an Order or cancel an already accepted Order to the extent that the Order has not yet been executed, when the Company assesses that it would suffer damage by receiving and/or executing the Order, or if the Company or its employees would be exposed to misdemeanor or criminal liability, or if the fulfillment of the Order would compromise the integrity of the market or violate exchange rules, legal regulations, or rules of ethical conduct in trading financial instruments.

The Order remains valid until the deadline indicated in the Order itself but for a maximum of 180 days from the day of accepting the Order or until the longest deadline at the trading venue where that Order is displayed. After the mentioned deadline, the Company's obligation on the unexecuted part of the Order ceases.

The Client is obligated to fulfill the following requirements for order execution:

- a) For purchase orders: The Client must transfer the necessary funds to the Company to cover the order, including expenses related to its execution.
- b) For sale orders: The Client must provide - register with the Company the financial instruments- that are the subject of the order.

The Client agrees not to submit any buy/sell orders for financial instruments if they do not have sufficient coverage at the time of placing the order. Sufficient coverage can be in the form of either:

- a) Sufficient funds in the Client's account (cash account) to cover the order amount plus any applicable fees and expenses, as per the Company's price list.
- b) Sufficient quantity of financial instruments in the Client's account (financial instruments account) that are subject to the sale order.

The Client must promptly notify the Company if he becomes aware of any restrictions, encumbrances, or third-party rights related to the financial instruments that are the subject of a sale order.

If the settlement is carried out through a third party (custodian bank), the Client must inform the custodian bank about all relevant information regarding the Company and inform the Company about all relevant information regarding the custodian bank. This is necessary so that the settlement of financial instruments and funds in accordance with the rules and regulations of a) SKDD and SKDD-CCP; b) and/or with settlement rules for foreign exchanges and their financial instruments.

The Client agrees not to provide any instructions to the custodian bank that would hinder or delay the timely settlement related to the given order. The Client is responsible for any damage incurred if their custodian bank fails to complete the settlement within the specified deadlines defined by the SKDD and SKDD-CCP rules, either for non-delivery of funds or non-delivery of financial instruments, or by the applicable rules on settlement discipline.

Settlement

Execution or partial execution of purchase or sale orders for financial instruments within the individual settlement system of SKDD does not guarantee settlement within the usual settlement timeframe. Execution or partial execution of orders with financial instruments that, in accordance with the rules of the Central Securities Depository and Clearing House (SKDD-CCP), act as central counterparty suitable for settlement and clearing through SKDD-CCP implies a settlement guarantee within the usual settlement period.

The proceeds from the sale of financial instruments will be paid to the Client's account, subject to proper settlement, within the standard timeframe according to the Client's order, and no later than one business day from the receipt of the withdrawal request for transactions with financial instruments from the domestic market.

Clients trading through the HITA eTrade service must request the payment of funds, and the same will be paid to them no later than one business day upon receipt of the withdrawal request.

For the settlement and clearing of transactions on foreign capital markets, the rules of foreign clearing depository companies apply, including the deadlines for settlement and clearing. The payment of funds from foreign markets will be requested within one business day of the proper settlement, and the funds will be paid to the Client within one business day after the transfer to the Company's account in the Republic of Croatia.

The Company is not liable for any damage to the Client that may arise due to delays in settlement or non-settlement in full. The Company is not liable for any damage to the Client that may arise due to delays in payment/ non-payment due to non-settlement of sold financial instruments, either partially or in full.

Guarantee for settlement of foreign financial instruments/funds depends on the settlement systems and procedures of the place of execution of the order, and there is a risk of non-settlement of foreign financial instruments for which the Company is not responsible.

If the Client's financial instruments or funds are held by a third party, those accounts will be subject to the legislation of another country or countries that are not members of the European Economic Area, and the Client's rights regarding these financial instruments or funds may vary accordingly.

In accordance with the Civil Obligations Law and other applicable legal regulations, the Company has the right to retention and pledge over the Client's financial instruments and/or funds. It also has the right to out-of-court settlement from their value and the right of set-off with funds in any of the Client's accounts if the Client has any outstanding and unpaid obligations to the company arising from any Contract concluded in accordance with these General Terms. The Company will notify the Client of its intention to exercise the right of retention or set-off. By accepting these terms, the Client allows the Company to establish a pledge and carry out out-of-court settlement. The Client explicitly authorizes the Company, without further inquiry or approval, to settle any outstanding and unpaid obligations from the value of the collateral, retain an equivalent cash amount, or sell the Client's financial instruments. The Company may exercise this authority at its discretion, without special prior approval from the Client, to satisfy its claim against the Client, at any price and in any manner, it deems appropriate as a prudent businessperson. If the financial instruments are traded on an organized market, MTF, or HITA OTC or OTC, they will be sold on those markets at market price.

Article 7.

Limit order

The price at which the Company is obligated to execute a limit order is determined in relation to the financial instrument specified in the order as:

- Maximum price (for buying) or
- Minimum price (for selling).

The Company must execute the order in such a way that, in the event of complete fulfillment of the order, the price at which the financial instruments were acquired is:

- For a buy order: lower than or equal to the maximum price
- For a sell order: higher than or equal to the minimum price.

If the order is partially executed due to the Client's fault, the Company is not responsible for the correctness and validity of the price at which the order was partially executed. Clients are advised to familiarize themselves with the Rules of the Zagreb Stock Exchange, available on the website www.zse.hr, as well as the rules of the MTF (Multilateral Trading Platform Facility) operated by the Zagreb Stock Exchange, available on the website of the respective MTF. Clients are informed that the risks associated with trading on the MTF are outlined in the risk disclosures and are higher compared to trading on regulated markets.

When placing an order, clients are obliged to adhere to the rules of the trading venue, including but not limited to:

- Price change limits
- Auctions
- Regulations governing the time for order validity.
- Regulations governing the validity of orders.

Market Order

The Company exposes the Client's market order at the execution venue in accordance with the rules of the execution venue, and it is executed immediately based on the prevailing market conditions. Market orders are executed in accordance with the Order Execution Policy.

Stop Order

A stop order is automatically entered into the order book when a pre-defined activation price is reached or exceeded. It can be:

- a) A stop market order, which can be immediately executed
- b) A stop limit order, which can be immediately executed

The Company receives client orders according to the capabilities of its information system and the trading venue's capabilities.

The Company is obligated to fulfill its obligations in accordance with the received instructions, exercising the care of a prudent expert, and staying within the limits of the order, always considering, and prioritizing the Client's interests. If the Company believes that executing the order according to the given instructions would be harmful to the Client, it must draw attention to this and seek new order/instructions. When fulfilling its obligations arising from the order, the Company must adhere to the Order Execution Policy.

The order fulfillment sequence (execution of transactions with financial instruments) depends on market conditions, the instructions provided by the Client in the order, and the Order Execution Policy used by the Company to execute the order in the most favorable manner for the Client.

Clients agree that the Company may execute the order outside of regulated markets through OTC transactions. The Company can carry out the OTC transaction in a manner that ensures the delivery of financial instruments or receipt of funds during the offsetting and settlement process.

The Company may refuse the Client's order to conduct an OTC transaction without providing a specific explanation.

The Client explicitly allows the Company to entrust the execution of the order to another authorized company that has the authorization to engage in activities with financial instruments in accordance with the regulations of the country where it is based.

Client's Explicit Instructions

If allowed by the trading venue and feasible for the Company, Clients can request special conditions when placing an order (such as stop order, order with hidden quantity, order with a specified minimum quantity of financial instruments, order that is first to a

given price, VWAP order, and other instructions enabled by the trading venue and its electronic trading system).

The obligation to achieve the best possible outcome for the Client is considered fulfilled when the Company executes the order according to the explicit Client instruction related to the order or its specific features.

Article 8.

Orders are entered into the Order Book. The Order Book is kept in electronic form. The data contained in the Order Book constitutes business secrets and privileged information. The data contained in the Order Book may be disclosed to state authorities authorized for such purposes. The data contained in the Order Book may be made available to persons performing internal or external audits and control of the Company, providing accounting services, maintaining the Company's computer system, or developing computer systems and applications for the Company, as well as other persons who may have access to such data as a result of their functions and duties performed in or for the Company, provided that these individuals are informed of their obligation to maintain the confidentiality of the data contained in the Order Book.

Special business terms and conditions

Article 9.

The Company can receive the Client's orders at its offices and through Authorised Representatives/ Tied Agents who do not execute client orders but forward them to the Company's headquarters. The offices and Authorised Representatives/ Tied Agents are connected to the Company's information infrastructure, and upon receiving client orders, they record them in the order book and forward them for execution within a short period of time.

Risks

Article 10.

Dealing with financial instruments, including the purchase and sale of financial instruments, carries certain risks. It is not possible to list all risks entirely, but they primarily consist of unexpected changes in the prices of financial instruments, the issuer's inability to fulfill obligations related to the instruments, the imposition of additional obligations and restrictions on instrument holders by the government, such as tax levies, changes in market liquidity of specific financial instruments, etc. The price of financial instruments fluctuates in accordance with market conditions, which can be influenced by a range of factors, some of which are entirely unpredictable. The fulfillment of obligations arising from financial instruments by their issuers can also be questioned and even completely absent. States can change tax policies, introduce restrictions on the disposal of financial instruments, and employ other measures that may affect the quality and value of individual financial instruments. Investors are advised to align the size, structure, maturity, and all other liquidity and risk elements of their investment in financial instruments with their current and anticipated future financial position, considering their investment experience in the same or similar areas. There are also risks associated with telecommunications and other connections, the availability of specific exchanges, the inability to settle through the Central Depository & Clearing Company (SKDD) and SKDD-CCP system, other depository institutions, and others. By issuing an Order and/or signing the Contract and/or the Portfolio Management Contract, the Client confirms being aware of the risks associated with the capital market, assumes those risks, confirms that the Company has provided the requested data and information, and has satisfactorily answered all questions regarding market conditions and financial instruments related to the Order or the Contracts.

The risks of investing in financial instruments can be classified into general and specific risks, depending on the financial instrument. Given this classification, when making decisions regarding the purchase/sale of financial instruments or the provision of funds/financial instruments for portfolio management through a Portfolio Management Contract, Clients should always consider the following risks:

- a) General risks in dealing with financial instruments include namely:
- Risk of decrease in value of financial instruments due to global and/or regional recessions.
 - Exchange rate risk, i.e., the risk of currency exchange rate changes and foreign exchange restrictions.
 - Interest rate risk, i.e., the risk of potential loss due to changes in interest rates.
 - Risk dependent on the change of a country's credit rating, including the risk of default by a country, political risk, including unexpected regulatory changes affecting the capital market and investor positions.
 - Systemic risk - the risk associated with the overall capital market (national, regional, global) due to recession, natural disasters, epidemics, pandemics, earthquakes, floods, adverse weather conditions, changes in interest rates, etc.
 - Risk of decrease in value of financial instruments due to general price increases (inflation risk).
 - Risk of inability to sell financial instruments on the secondary capital market due to reduced demand or market inefficiencies (liquidity risk).
 - Issuer risk, the risk of decrease in value of financial instruments due to issuer credit rating downgrade, issuer credit risk, regulatory impact on the issuer, business risk, and all other risks that can affect the financial operations and stability of the issuer.
 - Issuer's business risk - the risk of maintaining the issuer's competitive position in the market, as well as the risk of the issuer's business stability and its ability to achieve continuous growth.
 - Risk of decrease in value or complete loss of financial instruments due to the commencement of bankruptcy proceedings against the issuer of financial instruments (bankruptcy risk).
 - Risk of value change of financial instruments due to speculative activities of large investors or major corporate actions in the market (market psychology risk).
 - Transfer and convertibility risk, i.e., the risk of inability to transfer and/or convert certain currencies.
 - Risk of failure in information systems and/or the interruption of communication links between banks, Central Securities Depository (SKDD), other central depositories and/or clearing houses, stock exchanges, and/or regulated financial instrument markets.
 - Leverage risk, purchasing financial instruments through borrowing (using loans/margin loans or debt) significantly increases the risk of losing the entire investment or a significant portion of it.
 - Risk of changes in tax regulations - the possibility of changes in tax regulations that could have a negative impact on the yield on investment in financial instruments.
 - Risk of trading suspension or halt by regulatory bodies, stock exchanges, regulated markets, portfolio management companies, clearing houses, issuers, etc.
 - Risk of premature redemption, where the investment return may be significantly lower than expected due to premature redemption.
 - Day trading risk, i.e., the risk of potential daily or immediate loss resulting from executing buy and sell transactions within the same day.
 - Risk of total loss due to day trading.
 - Risk of potential loss due to lack of market knowledge or lack of knowledge of day trading techniques in the face of market competition with professional investors and significant market participants.
 - Risk of potential additional fund deposits due to day trading on credit/ margin.
 - Risk of potential loss greater than the invested capital due to trading on credit/margin (using financial leverage).
- Risk of depositing financial instruments and funds when trading abroad on collective custodial accounts and omnibus accounts.
 - Risk of collective asset holding on omnibus account (financial instruments and funds).
 - In the case of Corporate Actions, Third Parties do not have records of the actual holders of Financial Instruments, which can lead to different voting outcomes at issuer's general meetings due to different instructions from Clients, distribution of shares in mergers/acquisitions (in case of multiple holders of financial assets, there may be issues with rounding the number of allocated shares to individual Clients in the exact proportion in which Clients hold that asset).
 - Non-segregation of assets at the central depository level, leading to reduced transparency and collective treatment in asset protection.
 - Risk of forced lending in case of Third-Party errors, which can temporarily result in imbalances between the Company's records and the Third Party, often in the form of one Client lending their assets to another Client who wishes to dispose of their own assets at that time.
 - Risk of collective processing/calculation of taxes for various categories of investors on the same omnibus account.
 - Third-Party Risk: Represents the risk associated with third-party participants in the financial markets where financial instruments and funds can be deposited.
 - Third-Party Insolvency Risk: The cessation of business operations by a Third Party that can temporarily impede Client's access to Assets and/or lead to a reduction in Client's Assets.
 - Risk of trading instruments traded on the Multilateral Trading Platform (Facility) (MTF) due to lower requirements related to the level of publicly available information enabling trading on equal terms for all investors. This is because these instruments may not have to comply with the conditions prescribed for regulated markets and, consequently, lower requirements imposed on issuers of instruments traded on the MTF. Foreign issuers are not obliged to provide any information or reports about their operations; instead, all information is available on the issuer's website in the issuer's native language.
 - The risk of trading instruments on the MTF is higher than the risk of trading instruments on other regulated markets.
 - The risk of trading financial instruments on the OTC/HITA OTC market, with instruments that are not traded on regulated markets and/or the MTF, is significantly higher than the risk of trading instruments on regulated markets and/or the MTF. For OTC/ HITA OTC market financial instruments that are not traded on regulated markets and/or the MTF, there are no publicly available information about issuer and financial instrument prices that enable trading on equal terms for all investors. On the OTC/ HITA OTC market, there is a possibility of transaction cancellation risk as well as the risk of non-settlement of transactions.
 - OTC/ HITA OTC transactions with financial instruments that are not listed on regulated markets and/or the MTF are riskier due to the lack of transparency regarding issuers and instrument prices.
 - The risk of not trading foreign financial instruments due to public holidays and public holidays in the Republic of Croatia.
- b) specific risks in dealing with financial instruments include namely:
- in dealing with shares:

- Volatility risk: The risk of a decline in the share value due to usual periodic price fluctuations in the market.
 - Yield risk: The risk associated with the relationship between the market price and dividend payment or the risk of non-payment of dividends.
 - in dealing with bonds:
 - Issuer credit rating risk: The risk of a change in the issuer's credit rating
 - Yield risk: The risk of a change in yield resulting from selling the bond before maturity.
 - in dealing with complex financial instruments:
 - Risks related to underlying assets: Position risk arises from changes in the value of underlying assets due to fluctuations in established interest rates, instrument prices, commodity prices, exchange rates, indexes, or similar variables used to determine the value of complex financial instruments. Underlying assets can have highly volatile prices and/or volatile performance and higher credit risk than the issuer, which can lead to significant losses of invested capital. In the worst case, they can lead to the entire loss of all invested capital.
 - the risk of a change in the issuer's credit rating.
 - Risk of insufficient protection against exposure (hedge exposure) - Investors in financial instruments must not rely on the possibility that by acquiring financial instruments they can avoid or reduce the risks arising from other positions they have in financial instruments:
 - Risks associated with setting the upper purchase limit - The purchase price of financial instruments may be limited, so the yield may be significantly lower than similar complex financial instruments where such a limit is not set.
 - Premature Redemption Risk - In case of redemption of any financial instrument before its maturity date, the holders of such instruments may be exposed to risks, including the risk of a lower-than-expected return on investment.
 - Hedging transactions - The Issuer can sell or buy financial instruments on the market or through any other public or private trading methods at any time during the life of the financial instrument. Activities undertaken by the Issuer for the purpose of risk protection may affect the price of underlying assets on the market as well as the value of financial instruments and/or the redemption amount to be paid to the holder of financial instruments:
 - Risk of losing the entire amount or a significant part of the invested property in case of purchase of complex financial instruments containing financial leverage.
 - The risk of taking on additional obligations other than the cost of acquiring a financial instrument, which can be significantly higher than the cost of acquisition itself, for example with some types of option contracts, forward contracts, etc.
 - The risk of trading financial instruments containing financial leverage is significantly higher than the risk of trading financial instruments without financial leverage.
 - The risk of impossibility of settlement and the risk of untimely settlement because of which the derivative may become worthless.
 - The risk of non-fulfillment of the obligation of the opposite contractual party – the risk that the opposite party will not fulfill its obligations within the contractually defined term and scope or that it will never fulfill its obligations in accordance with the applicable regulations. The risk is different for individual capital markets, and it depends on settlement, payment systems, etc.
- The risk of maintaining open positions, i.e., the risk of the need for margin calls or the need for top-ups, refers to potential for payment of additional funds to maintain collateral coverage due to price changes.
 - The risk of premature closing of positions.
 - Credit risk and settlement risk with instruments that are not traded on the stock exchange.
 - The risk of a complex financial instrument that contains two or more different financial instruments (underlying assets) is greater than the risk of a complex financial instrument that contains only one financial instrument (underlying asset);
- Advantages and risks of account types opened with a central counterparty (CCP) are as follows:
- House Account: settles exclusively transactions concluded by the Company on its own behalf. Collateral and net positions are associated only with the Company. The Company pays the Collateral.
 - The joint account – Omnibus account settles the joint transactions of all the Company's Clients who conclude them in their own name and for their own account. Collateral and netted positions are linked to all investors in the Omnibus Account. The Company pays the Collateral.
 - Advantages: increase in netting efficiency and thus potentially lower requirements for collateral. Lower account maintenance costs.
 - Disadvantages: Higher level of risk. Non-fulfilment (default) of another investor whose positions are kept on the Joint account may lead to a delay in settlement or non-delivery of the financial instrument. Business transfer risk: The member to whom the business is transferred must accept all positions and assets in the Omnibus Account before the start of the business transfer. To transfer the Omnibus to another member, the consent of the investor in the Omnibus Account is required, which can be complex in practice.
 - The individual account is opened exactly for a designated Client who requests it and who pays additional for the opening. Collateral and netted positions are linked to a designated Client. It serves for settlement of the transactions that the designated Client concluded in his own name and for his own account.
 - Advantages: Lower level of risk. The Client is not exposed to the risk of other clients. The Client's positions cannot be used to settle the obligations of other clients. The Client is protected from the Company's risk/ default. Before starting the transfer of business to the member to whom the transfer is made, the Client independently decides on the member (he is not bound to other clients).
 - Disadvantages: Reduction of netting efficiency and with that potentially higher requirement for Collateral. Significantly higher account maintenance costs. The Client himself pays the Collateral required for the settlement of transactions in accordance with the requirements of SKDD-CCP. The Client himself monitors the request for collateral. Additional costs of payment/disbursement and management of collateral by SKDD-CCP. In case of insufficient Collateral, the inability to place an order.
- Risks according to SFDR, SFDR RTS, and Principal Adverse Impact of Investments
- While managing portfolio and providing investment advisory services, the Company will not specifically consider the Principal Adverse Impact of investment decisions on ESG factors -

sustainability factors. The Company primarily considers the size of the assets it manages, its own size, the nature and scope of its activities, and the types of services it provides.

However, to mitigate ESG risks, the Company occasionally checks before making investments to ensure that the issuer is not from a country under an authoritarian regime, that the country where the issuer is located is not under sanctions, and that the issuer respects corporate governance rights.

The Company does not conduct a specific ESG scoring system.

There is a risk for investors/potential investors if the issuer of the securities held by the Client encounters problems due to, for example, negative environmental impact, negative impact on employees or the community, poor/nonexistent corporate governance, which can harm the issuer's reputation, affect earnings, and decrease the stock price.

The Company is not liable to the Client for any damages resulting from the service of portfolio management and/or investment advisory in case any of the risks according to SFDR and/or SFDR RTS and/or ESG factors occur, or because the Company does not specifically consider the Principal Adverse Impact.

The Company limits its liability solely to actual financial damage that has arisen because of the intent and/or gross negligence of the Company or its employees.

Under any circumstances, the Company is not liable for losses incurred by the Client based on any of the mentioned or unmentioned risks, as well as indirectly due to any announced or unannounced wars, political unrest, natural disasters, earthquakes, epidemics, pandemics, restrictions or bans resulting from government decisions, financial market rules, actions of contractual partners in foreign countries, rules of regulatory agencies, cessation of trading, strikes, problems and delays in communication and/or information systems, power outages, malfunctions in information systems, malfunctions in telecommunications systems, telephone line-internet connections, overload of the Company's telephone lines, overload of the Company's information systems, overload of communication links, particularly referring to the Stock Exchange systems, SKDD, SKDD-CCP, and the Company's systems, as well as settlement and clearing systems, "force majeure," losses resulting from actions and/or omissions of third parties or actions of the Client itself, tax obligations, insolvency of a Third Party, without the Company's influence on the occurrence of such loss.

The Company does not assume any responsibility for the improper behavior/omission of a Third Party but will represent the Client's interests until the irregularities are resolved if such irregular behavior is detected.

When selecting a third party, the Company has taken and takes all measures prescribed by the Capital Market Act and by-laws regulations to ensure that the Client's Assets are held in a manner that clearly indicates that they are not part of the Third Party's assets, that they do not enter its bankruptcy or liquidation estate, or that they cannot be subject to enforcement regarding claims against the Third Party, guided by the principles of a prudent manager. The Company is solely responsible for the selection of the Third Party if it does not act professionally and with due diligence in accordance with the provisions of the Capital Market Act and by-laws.

The Company does not assume any responsibility for the case of a Third Party's insolvency and will take all measures prescribed by the Capital Market Act for the transfer of assets to another third party.

Additionally, the Company is not responsible for any damages or losses incurred by the Client if the Client does not timely inform the Company of changes in their contact information (address, email address, phone number), changes in authorized persons, revocation and/or changes of the representative, or failure to provide the IBAN. Furthermore, the Company is not responsible for the actions of the Client's representative/attorney and his decisions to buy and/or sell financial instruments on behalf and for the account of the Client.

Client Reporting and Communication with Clients

Article 11.

The Company is obliged to promptly provide the Client with a notice of the execution of each Order or part of an Order in a manner agreed

upon by the parties, by mail, e-mail, or through the HITA internet trading system, to the postal address or email address designated by the Client, no later than the first working day following the execution. If the Company receives confirmation from a third party, it must provide notice no later than the first working day after receiving the confirmation from the third-party, all in accordance with applicable laws and regulations. The Company is not responsible for the security and confidentiality of data on order execution sent via mail or email. The Company will send reports to the Client in accordance with its legal and regulatory obligations free of charge.

Upon request, the Company is obliged to provide the Client with a copy of their Order Book.

Clients trading through the HITA internet trading system have access to a summary of all orders, transactions, deposits, withdrawals, settlements, the balance of their cash account, and the balance of their financial instruments account in electronic format. The billing currency is the Domestic Currency, or the equivalent value in foreign currency, regardless of the market on which the Client trades. In the case of currency exchange rates not quoted on the foreign exchange market of the Republic of Croatia, the calculation is based on the average Euro exchange rate of the competent central banks on the day of the calculation.

In accordance with the Capital Market Act, the Company will provide the Client with Reports on the state of their financial resources, Annual Reports on the state of their financial resources and financial instruments, ex post information on costs and fees, as well as a trading overview for the purpose of calculating capital gains tax.

The Company will communicate with the Client through electronic communication using the Client's email address. If the Client does not have an email address, the Company will assume that the Client prefers to receive information by post-ordinary mail.

For all Clients who have a registered email address, the Company will send all information (reports, notices, amendments to regulations, and other documents) via electronic communication – email.

Clients who do not have a registered email address can provide it by phone and email (with identification in accordance with the General Terms and Conditions) or in person. From March 1st, 2022, the Company will communicate exclusively in electronic form with all Clients who have a registered email address.

The Company will also inform the Client through the Company's website, where notices, company regulations, and other documents are posted in accordance with the Capital Market Act and by-laws.

Price list, Commission, Fees and Costs, Taxes

Article 12.

The Company is entitled to a fee for trading financial instruments and other costs according to the valid Price List at the time of placing an Order. Clients whose transactions are settled through a custodial account also pay an additional fee determined by the Price List. Non-resident Clients may incur costs related to the transfer to/from the Company's account, which are charged by foreign and domestic credit institutions. The Price List is displayed at the Company's premises and on the Company's website. By placing an Order, the Client confirms being familiar with and agreeing to the Price List, as well as accepting its subsequent amendments and modifications. The Client is warned of the possibility of other costs, including taxes (e.g., capital gains tax for individuals) or other payments related to transactions in financial instruments (e.g., FTT tax abroad) executed through the Company's intermediation, which are not payable or imposed by the Company. The Client is responsible for being aware of such other costs and settling them. Clients are obligated to report income tax on capital gains and keep all necessary records in accordance with applicable tax regulations.

The Company charges a fee for the maintenance of an Inactive Client Account according to the Price List.

The Company does not provide services as a tax advisor and/or tax agent.

The dividend tax on financial instruments from the Republic of Croatia is calculated and withheld by SKDD or the issuer. The Company informs the Client about received dividends for financial instruments from abroad, as well as the calculated and withheld foreign tax. The Company does not calculate or remit tax/surcharge to the Republic of Croatia on behalf of foreign issuers. The taxation of domestic and foreign individuals and legal entities based on income from capital and/or dividends is regulated by relevant tax laws. Each Client should consult with their tax advisor regarding the tax implications of owning financial instruments in their home country and abroad, considering applicable domestic and foreign tax regulations and international treaties on the avoidance of double taxation.

Portfolio management of financial instruments entails the charging of a management fee, trading commissions, as well as fees for the early termination of the Contract (detailed in the Portfolio Management Contract).

The investment advisory service is charged in agreement with the Client, considering the specifics of each investment advisory and the Client's needs.

If the Client incurs a cost due to the specificities of a particular market that is not specified in the Price List, the Company will calculate and provide such cost separately to the Client. The Client undertakes to pay the mentioned cost to the Company no later than the due date stated on the invoice. In case of late payment, the Company is entitled to calculate statutory default interest on all due receivables.

Authorized representatives/ Tied agents of the Company may have a different price list from the Company's price list and are obligated to inform the Client about it before providing the service.

Contact with the Company and Accounts for Fund Deposits Article 13.

Clients can contact the Company at the following addresses:

Headquarters: Kumičićeva 10, HR-10000 Zagreb, Croatia
Tel: +385 1 4807 750 Fax: +385 1 4807 770

Office in Split: Velebitska 27, HR-21000 Split, Croatia
Tel: +385 21 542 800 Fax: +385 21 542 820

Email address: hita@hita.hr Website: www.hita.hr

The Company's working hours are from Monday to Friday, from 9:00 to 16:00. The Company does not work on public holidays and national holidays in the Republic of Croatia. Orders received after the closing hours of the Zagreb Stock Exchange via email or telephone will be processed on the next working day. The office hours may vary from the working hours of the Company's headquarters.

Different working hours can be arranged by mutual agreement between the Company and the Client. In case of extraordinary circumstances, the working hours may be shorter than stated, and the Company may provide additional mobile phone numbers for communication.

Clients can contact and receive documents and other information from the Company in the Croatian and English language. Communication in other languages is possible by special agreement between the Company and the Client.

The Company has authorized representatives/ Tied agents. The list of authorized representatives/ Tied agents and their contact information is available on the Company's website.

The Company and the Client are obliged to inform each other about changes in addresses and other contact details, especially changes in the bank account number. If the Client fails to notify the Company of any changes in address, telephone number, or email address, it will be considered that the Company has fulfilled its obligation by sending notifications to the existing contact details of the Client.

The Company has a special bank account for Client funds, to which Clients can make deposits. Clients are required to make personal deposits of funds. The Company may have accounts for Client funds in other banks and hold Clients' financial assets in those accounts.

The list of all the Company's bank accounts can be found in the Third-Party List.

Main account for fund deposits in the Domestic Currency:
Hrvatska poštanska banka d.d. Zagreb (Croatian post bank Inc)
Account number: **HR7523900011300004161**, model 67, reference number: Client's OIB

Other accounts for fund deposits:
OTP banka d.d. Split
Account number: HR4824070001300321437 – EUR
Account number: HR4824070001300321437 – USD

Customer complaints

Članak 14.

Complaints regarding any improper conduct by the Company in accordance with the Regulation on Handling Client Complaints shall be submitted using the standardized Complaint Form available on the Company's official premises and website. The complaint form must be filled out, signed, and delivered in person or by mail to the Company's headquarters. The Company will review the received complaint and inform the complainant about the activities taken to address the complaint. Anonymous and incomplete complaints will not be processed.

If case that the Client's complaint cannot be resolved, the Client may initiate an arbitration or legal proceeding.

Storage, Processing, and Protection of Data, GDPR

Article 15.

The Company will collect and process the Client's personal data only for the purpose of executing the Contract in accordance with the GDPR directive and applicable laws. The Company will process the collected data to fulfill legal regulations and by-laws, including but not limited to conducting in-depth analysis of the Client, regulating FATCA status, fulfilling FATCA obligations, fulfilling CRS obligations, obligations to the tax administration authority, Croatian National Bank (HNB), all in accordance with the GDPR, Data Protection Implementation Act, Capital Market Act (ZTK), Law on the Prevention of Money Laundering and Terrorist Financing (ZSPNFT), as well as other applicable EU Directives, Regulations, laws, and by-laws.

Clients are informed that all communication (written, telephone conversations, and electronic) with the Company is stored and recorded in accordance with the Capital Market Act (ZTK) and other relevant laws and by-laws.

All data provided to the Company may be shared with other financial institutions as necessary for the purpose of fulfilling the Contract, as well as with supervisory and other competent authorities and entities authorized to request such data by law. The Client explicitly consents to the Company taking all actions related to the collection, processing of personal data, and fulfilling the Company's obligations in accordance with the specified laws and by-laws in the Contract, Client Statements, or any other document related to the implementation of the Contract. The consent covers the right to collect, store, record, organize, access, use, exchange, and transfer all personal data by the Company and its related persons within the meaning of the provisions of the Companies Act, Capital Market Act, and other applicable laws and by-laws during the term of the Contract.

The Company undertakes to handle all data received from the Client in accordance with the GDPR regulations, and such data is considered a business secret.

A Client who wishes to invest in foreign markets gives explicit consent to the transfer of their data outside the Republic of Croatia if necessary to fulfill the purpose of the Contract.

The Client gives consent for the Company to send electronic communication/email/letters, general notices, including but not limited to trading notifications, trading methods, new products, changes in trading venues (exchanges), new services, general information, market analysis, recommendations, Company newsletters, and working hours notifications.

The Client has the right to access the data held by the Company and request the deletion of their data after the expiration of retention period specified by applicable laws and by-laws has expired.

The consent is given by placing the first Order, depositing funds, registering financial instruments, or accessing the "HITA INTERNET TRADING" system.

The Client is aware of the right to withdraw the given consent.

The Company stores the Client's personal data in accordance with the time limits prescribed by applicable laws and by-laws.

For any information regarding GDPR, clients can send an email to the Data Protection Officer. The email address of the person responsible for data protection (DPO) is available on the Company's website.

Portfolio Management

Article 16.

The Portfolio Management Contract regulates the rights and obligations of the Company and the Client regarding the management of the Client's financial instruments. The Company will sign the Portfolio Management Contract only after obtaining sufficient information about the Client to create the Client's investor profile.

The portfolio management report is provided at least once a year, depending on the agreed schedule and obligations according to the Capital Market Act (ZTK), starting from the date of the Contract. The report includes all the information required by the ZTK and by-laws.

If the Company incurs a loss in portfolio management that exceeds the percentage determined by the Portfolio Management Contract, it will promptly notify the Client of the loss by the end of the next working day after the threshold has been exceeded, either by phone or email.

Regardless of the market in which the Client's assets are invested, the settlement currency is the Domestic currency.

The Company may invest the Client's funds in ways and markets prescribed by applicable laws and regulations governing the area. As a rule, investments will be made in financial instruments, most commonly stocks (high-risk securities), and the reference measure for evaluation and return comparison will be the Zagreb Stock Exchange CROBEX index.

The Company will not receive additional incentives during the provision of portfolio management services, and any received additional incentives will be transferred to the Client.

The Company will not adopt or apply a shareholder engagement policy in accordance with Directive (EU) 2017/828, unless otherwise stipulated in the Portfolio Management Contract. The Company may participate in the general assembly. If the Client wishes to participate in the general assembly, the Company will issue a power of attorney for the Client's participation.

In accordance with the Sustainable Finance Disclosure Regulation (SFDR), the Company declares that it will not specifically consider the principal adverse impacts of investments on sustainability factors unless otherwise regulated by the Portfolio Management Contract. The Company primarily considers the size of the assets it manages, its size, nature, scope of activities, and the types of services it provides. The risks of not considering the principal adverse impacts are stated in the risks section. The Company will not consider a change in its approach to the application of the SFDR within one year.

Investment Advisory Services

Article 17.

The service of investment advisory implies providing personal recommendations upon the Client's request or at the initiative of the Company, regarding one or more transactions involving financial instruments.

A personal recommendation typically represents a recommendation to undertake one of the following actions: purchase, sale, subscription, exchange, repurchase (repo), holding, or assuming an obligation to subscribe to a specific financial instrument; execution or non-execution of rights arising from a particular financial

instrument for the purchase, sale, subscription, exchange, or repurchase (repo) of a financial instrument.

The Company may provide investment advisory services to the Client after the mandatory creation of the Client's investor profile.

Investment advisory services are provided for a fee determined by the Company's Price List and paid-upfront.

Based on the personal recommendation, the Client makes their own decision regarding the investment and is warned about the risks stated and unstated in these General Term, as well as the possibility that the Company, relevant individuals, and all related persons may own or have a vested interest in the financial instruments that are the subject of the personal recommendation.

The analysis prepared and distributed to the public by the Company is not considered investment advisory.

Ancillary Services

Article 18.

The Company will provide ancillary services to Clients in an organized manner after fulfilling the necessary organizational and technical requirements.

The Client agrees that the Company may require the conclusion of a contract for the provision of certain ancillary services.

The Company will inform Clients about the availability of ancillary services through the Company's website and electronic communication with the Client.

The Company, in accordance with the rules of the Central Securities Depository and Clearing House (SKDD) for Clients within the brokerage business, provides the service of maintaining the Investor Transaction Account, which is opened at SKDD based on the client's instructions.

The maintenance of the Investor Transaction Account is an ancillary service for the storing and administration of financial instruments on behalf of the Client. The assets in the Investor Transaction Account are not the Company's property and are kept separately from the Company's assets. They do not form part of the Company's liquidation or bankruptcy estate and cannot be used to fulfill the Company's obligations to SKDD or third parties.

The Company charges a fee for the maintenance of positions on the Investor Transaction Account, as per the applicable Price List.

The Client can issue instructions to open the Investor Transaction Account and specify which financial instruments they want to transfer to the Investor Transaction Account.

- a) In person.
- c) By phone or orally, with identification by password and/or fixed telephone/mobile number and/or other personal information of the Client (OIB, address, email address, fixed telephone/mobile number), with mandatory recording of telephone conversation. The Client explicitly agrees to the recording of such telephone conversations with the Company.
- d) Electronically: through the HITA Internet Trading system (via the Internet).
- e) By email, with identification by password and/or email address.

The Company opens the Client's Transaction Account in the SKDD system, and financial instruments are transferred to it from the Basic Securities Account in Central Securities Depository and Clearing House (SKDD) for positions registered with the Company or directly to the Investor Transaction Account, all in accordance with the order to open the Transaction Account.

The Client can have multiple Investor Transaction Accounts open with the Company. The Client agrees that all funds from corporate actions for the Client's financial instruments in the Investor Transaction Account be paid from SKDD to the Company's account.

Corporate actions encompass various processes, including the calculation and payment of cash dividends, increase or decrease of share capital, stock splits, mergers, conversion of securities, new issuances of debt securities, calculation and payment of interest and principal for debt securities, issuances of rights and warrants,

acquisition of a company, general offers to purchase shares of a non-target company or shares without voting rights, public offerings of securities, early redemption of debt securities, squeeze-out of minority shareholders, mergers and acquisitions of companies, division of companies, and other status changes of a joint-stock company, as well as the withdrawal of securities by their holders and the organization of the issuer's general meeting.

Regarding corporate actions that the Company undertakes for the Client, and which the Company cannot execute without additional instructions from the Client, the Client is obligated to fully and timely provide the Company, in the manner and within the timeframe specified by the Company, with all documents, orders, financial instruments, funds, and other materials requested by the Company (e.g., for capital increases, new issuances of debt securities, public offerings of financial instruments). The Client is cautioned that any delay or incomplete submission of documentation or funds may result in the loss of rights, delay in payment arising from corporate actions, and the Company will not be held responsible to the Client or third parties for failing to exercise such rights.

For corporate actions where the Company can act without additional instructions from the Client, such as the collection of dividend payments, principal, interest, it will be deemed that the Company has all necessary authorizations under the General Terms to take all required actions on behalf of the Client. The Company will collect, receive, forward, and if necessary, convert all cash amounts arising from the rights of financial instruments in the Investor Transaction Account, including dividends, principal, interest, without any further Client instructions. Additionally, the Company will take action to collect financial instruments located in the Investor Transaction Account that are being redeemed, canceled, or otherwise coming due for payment, without further instructions from the Client.

The company will inform the client about the implementation of corporate actions concerning financial instruments held in the Investor Transaction Account in accordance with applicable legal regulations.

The Company may inform the Client about general assembly/ issuer meetings related to financial instruments, their rights concerning shares, and other financial instruments in the Transaction Account if the client has been notified through the SKDD system, the Zagreb Stock Exchange website, or the issuer, in accordance with applicable laws and regulations.

The Company relies on notifications from third parties such as SKDD, the Zagreb Stock Exchange, and the issuer, so there may be instances where it cannot notify the Client before the occurrence of a corporate action about which it was not promptly informed. The Company cannot inform the Client about a corporate action for a financial instrument received in the Investor Transaction Account with the Company after the announcement of the corporate action.

Notifications about corporate actions provide information and instructions from the issuer related to financial instruments in the Investor Transaction Account, and they do not constitute a recommendation to buy or sell financial instruments.

In cases where the Client instructions are required to implement a corporate action, the Company will include a time limit necessary for forwarding - delivering the notice to the issuer in the notification.

The Client instructions for handling corporate actions must be received by the Company no later than 3 business days before the deadline specified by the issuer.

The Company will promptly notify the Client upon receiving funds from corporate actions.

On a monthly basis, the Company will provide the Client with an invoice for the fee for managing the Investor Transaction Account and a report on the status of the Investor Transaction Account, in a manner agreed upon by the parties, either by mail or email, all in accordance with applicable legal acts and by-laws. Upon the Client's request, the Company will issue additional and other reports on the status of the Investor Transaction Account. The Client is obligated to submit any objections to the accuracy of the reports and data to the Company in writing within 8 (eight) days of receiving the reports. If the Company does not receive the Client's objection to the provided report and data within the specified period, it will be considered that

the report is accurate, and the Client has no objections. The Company will respond in writing to the submitted objection within 8 (eight) days of receiving it.

The Company is not responsible for the security and confidentiality of reports sent by mail or email. The Company will send reports to the Client in accordance with its legal obligations and by-laws without charge.

The Company will not take any actions regarding corporate actions without the Client's instructions. The closure of the Investor Transaction Account is possible only after the Client submits a request to close it, settles all obligations to the Company, and provides instructions for transferring financial assets to the main investor account.

If the Client fails to settle three consecutive monthly invoices for managing the Investor Transaction Account, the Company may initiate a debt collection procedure without specific instructions from the Client. Afterward, the Company can transfer all client financial instruments from the Investor Transaction Account to the main account and terminate the Contract.

The Company may periodically provide Clients with investment research and financial analyses prepared in accordance with applicable regulations and professional rules. When preparing investment research and financial analyses, the Company may rely on information, analyses, studies, and other documentation provided by the analyzed subjects and may consider them, without further verification, as accurate, truthful, and complete. It may also rely on publicly available information from recognized sources of financial data, which it is not obliged to always verify. The Company emphasizes that the content of investment research and financial analyses that will be provided to Clients in no way represents explicit or implicit investment advice or personal recommendation of any kind and nature to the Client and/or third parties regarding any mentioned actual and/or proposed transaction, product, or investment objectives. Investment research and financial analyses do not consider the Client's economic, financial, and/or investment circumstances, particularly regarding their economic position, financial condition, and indicators, as well as investment objectives. The Company specifically emphasizes that the Client assumes full responsibility for all decisions and transactions on their financial instrument accounts and points out that the Company is not directly or indirectly responsible for any investment or disposal decision the Client makes. The Company is not responsible for the accuracy or delay of investment research and financial analyses due to force majeure or IT, organizational, communication, and similar problems. The Company is not obliged to notify about changes in its opinions, information, forecasts, and projections due to new circumstances.

The Company particularly emphasizes that the Client knowingly and independently assumes all risks related to investments in financial instruments, and under no circumstances is the Company liable to the Client for any damage potentially incurred by the realization of any risk associated with the purchase, sale, holding, and/or storage of a financial instrument, with which the Client was properly acquainted, or the delivery of investment research and other ancillary services to enable the conclusion of a transaction with one or more financial instruments, as well as all other risks related to the provision of investment and ancillary services.

Conflict-of-Interest

Article 19.

The Company has adopted a Conflict-of-Interest Management Policy that regulates circumstances that constitute or may lead to a conflict of interest detrimental to the Client, as well as the procedures and measures taken by the Company to prevent conflicts of interest that could harm the interests of the Client.

The following situations may particularly constitute a conflict of interest:

1. The Company and/or relevant persons could make financial profit or avoid losses at the expense of the Client.

2. The Company and/or relevant persons have an interest or benefit from the outcome of a transaction carried out for the Client or a transaction executed on behalf of the Client that differs from the Client's interest.
3. The Company and/or relevant persons have a financial or other motive to favor the interests of another Client or group of Clients to the detriment of the Client's interest.
4. The subject matter of the Company's business and/or relevant individuals is the same as the Client's business.
5. The Company and/or relevant persons receive or will receive from a non-Client entity additional incentive based on a transaction carried out for the Client, such as money, goods, services, and similar, which are not customary commission or fee for that transaction.

The procedure for detecting potential conflicts of interest consists of the following steps:

- Identification of conflicts of interest: Identifying and notifying potential conflicts of interest is the responsibility of all relevant persons. All relevant persons of the Company shall be familiarized with the Conflict-of-Interest Management Policy and instructed on correctly identifying and disclosing potential conflicts of interest. In case of doubts regarding a potential conflict of interest, the conflict of interest must be reported. The Compliance Monitoring function is responsible for informing relevant persons about conflicts of interest and providing education on conflicts of interest.
- Disclosure of conflicts of interest: A potential conflict of interest is reported to the Compliance Monitoring function, which is responsible for resolving conflicts of interest.
- Assessment of conflicts of interest: The Compliance Monitoring function gathers all necessary information, determines whether the situation represents an actual conflict of interest, assesses whether the conflict of interest can be resolved, determines whether there is a need to inform the Client about the conflict of interest, and reports to the Management of the Company.
- Resolution of conflicts of interest: The Management of the Company, in collaboration with the Compliance Monitoring function, will take all necessary steps to prevent the occurrence of conflicts of interest. In case a conflict of interest arises, it should be resolved in a manner that ensures that the interests of the Company and/or relevant individuals do not lead to potential losses for the Client or put the Client in a subordinate position. In cases of conflicts of interest between different clients of the Company, the Clients will be discreetly informed about the conflict of interest, and measures will be taken to satisfy both the Client and the Company.
- Reporting on conflicts of interest: The Compliance Monitoring function keeps a record of all conflicts of interest, as well as the measures taken to prevent conflicts of interest. The record includes a description of the situations, names of individuals involved, steps taken, including client notification, and all information and instructions from the Client.

To manage conflicts of interest, situations in which conflicts of interest may arise in the performance of activities with financial instruments have been identified, and measures considered appropriate for preventing conflicts of interest have been established. The Company has implemented a structured process for conducting activities with financial instruments, which is developed in compliance with the relevant laws and regulations, particularly the Capital Markets Act (ZTK) and all by-laws issued based on the ZTK. The organizational unit of the Company that conducts activities with financial instruments on behalf of the Client is separated from other organizational units in accordance with the law, and the circulation of privileged information between organizational units is prevented. In cases where the rules set forth in the Conflict-of-Interest Management Policy and the Company's operating procedures are not sufficient to reasonably ensure the prevention of risks to the Client's interests, the Company will inform the Client of the type and/or source of the conflict of interest before providing the service. In

cases where it is deemed impossible to prevent the occurrence of a conflict of interest, the Company may refuse to accept the Order.

Consents and Statements of the Client Article 20.

Clients may give their consent to the internal acts of the Company, provide statements, and sign statements and consent to other documents in one of the following ways that ensure a permanent record:

- a) electronically, through the online trading system
- b) in writing, by notifying the Company using a standardized form
- c) by telephone, with the conduct of indisputable identification
- d) by email, with password (passcode) identification

The Client agrees that the password used for placing orders by telephone and/or the password (password) for online trading is also used for confirming acceptance/modification of the Company's internal regulations, providing statements, and giving other consents/approvals.

By giving consent through any of the methods, the Client confirms being aware of them and agrees with them.

Protection of Client Assets

Article 21.

To protect Client Assets, the Company holds client funds with credit institutions (Third Parties) in a separate account 13, separate from the assets of Third Parties and the Company. The Company maintains records of Client Assets in a manner that allows the distinction of one client's assets from another client's assets. The records of Client Assets are regularly updated with the records of Third Parties.

Client financial instruments are held individually at the Central Depository & Clearing Company of Croatia (SKDD), in accordance with the rules and instructions of SKDD.

The Client's financial instruments and funds are not the property of the Company and are kept separately from the Company's assets. They do not form part of the Company's liquidation or bankruptcy estate and cannot be used to fulfill the Company's obligations to the Central Depository and Clearing Company (SKDD) or third parties. Additionally, they cannot be subject to execution against the Company.

Client funds in the local currency are held at Hrvatska poštanska banka d.d., Zagreb, Jurišićeva 3. Hrvatska poštanska banka d.d. holds the funds in the name of HITA-VRIJEDNOSNICE d.d., in a separate client account - Account 13, which is protected according to the Capital Markets Act and does not form part of the Company's assets.

Client funds in foreign currencies are held at OTP banka d.d. Split, Domovinskog rata 61. OTP banka d.d. holds the funds in the name of HITA-VRIJEDNOSNICE d.d., in separate foreign currency accounts - Accounts 13, which are protected according to the Capital Markets Act and do not form part of the Company's assets. The list of Third Parties is contained in a separate document attached to these General Terms and Conditions.

Clients are explicitly warned that their funds are held collectively with the credit institutions (Third Parties) listed in a separate document attached to these General Terms and Conditions. The risks associated with the collective holding of assets are described in the Risk section of these General Terms.

The Investor Protection Fund ensures claims of investors if the Croatian Financial Services Supervisory Agency (HANFA) determines that the Company is unable to fulfill its obligations towards the Client, meaning it cannot fulfill the monetary obligation and/or return the financial instruments held for the Client's account, administered or managed by the Company, and there is no likelihood that these circumstances will significantly change in the near future.

The insured claims of clients covered by the Investor Protection Fund are:

- Monetary claims in the local currency and in the currencies of EU Member States that the Company owes to the Client or

that belong to the Client and are held by the Company for the respective Client.

- Financial instruments belonging to the Client of the Company that are held, administered, or managed by the Company for the Client's account.

The claims are insured up to a maximum value of 19,908.42 Euros per Client of the Company.

Excluded from the insured claims are:

- Claims of Clients arising from a transaction for which a final court ruling has determined that it is connected to money laundering.
- Professional Clients (credit institutions, investment firms, financial institutions, insurance companies, investment funds, pension fund management companies, pension funds),
- Companies that are part of the Group of a Fund member who is unable to fulfill its obligations,
- Legal or natural persons who have a voting right of 5% or more in the share capital of a Fund member who is unable to fulfill its obligations,
- A company that is a parent or subsidiary company of a Fund member who is unable to fulfill its obligations,
- Members of the management and supervisory board or executive board of a Fund member who is unable to fulfill its obligations, if these persons hold such positions or are employed by a Fund member on the day of the opening of bankruptcy or liquidation proceedings against a Fund member or on the day of the announcement of HANFA's decision on the occurrence of an insured event, or if they held such positions during the current or previous financial year,
- Tied agents of an investment firm who are unable to fulfill their obligations and act in that capacity on the day of the opening of bankruptcy or liquidation proceedings against the investment firm or on the day of the announcement of HANFA's decision on the occurrence of an insured event, or who acted in that capacity during the current or previous financial year,
- Persons responsible for the audit of financial statements of a Fund member and persons responsible for the preparation and storage of accounting documentation of a Fund member and the preparation of financial statements,
- Members of the management, supervisory board or executive board, and persons who own 5% or more of the shares in a company that is a parent or subsidiary company of a Fund member, and persons responsible for the audit of financial statements of that company,
- Spouses or partners in a non-marital relationship, and relatives up to the second degree in a direct line and the second degree in a collateral line of persons referred to in points 5 to 8 of this paragraph,
- Clients of a Fund member whose failure to fulfill obligations to the Fund member contributed to the occurrence of an insured event.

Settlement of Transactions through the Central Counterparty Clearing System in the Domestic Capital Market

Article 22.

SKDD-CCP carries out settlement in the domestic capital market by employing a special novation process. Special novation, in the context of settlement facilitated by a central counterparty, refers to a procedure in which the contractual relationship between the buyer and seller in the transaction being settled is replaced by two new contractual relationships, where the central counterparty becomes the buyer to the original seller and the seller to the original buyer, thereby terminating the previous contractual relationship between the original buyer and seller.

The special novation, as mentioned in the preceding sentence, does not imply renewal as defined by special laws governing contractual relationships, and the provisions on renewal in the sense of laws governing contractual relationships do not apply to it.

The Company is a member of the SKDD-CCP settlement system as a clearing member (CM) and has accepted all acts and rules which it is

obliged to comply with. The rules and acts can be found on the official SKDD-CCP website.

The Company has informed its existing clients about the level of protection and costs associated with the SKDD-CCP settlement system.

The SKDD-CCP settlement system allows settlement through various accounts: the Company's house account, the Collective Client Account (Omnibus Segregated Account - OSA), and the Individual Account (Individual Segregated Account - ISA).

The advantages and risks of all types of accounts are described in Article 10 of these General Terms.

The Company deposits collateral (margin) with SKDD-CCP to protect SKDD-CCP from potential losses that may arise in the event of the Company's failure to deliver financial instruments and/or provide funds for transactions executed through the ZSE. SKDD-CCP calculates the Company's collateral obligation during the trading day using its own methodology. In extreme market situations, such as sudden price fluctuations in shares, corporate actions, unexpected events that lead to a significant increase in the collateral obligation to SKDD-CCP, the Company may temporarily suspend trading with one or more financial instruments until the collateral obligation returns to normal. The Company is not liable for any damage incurred by Clients in these extreme cases.

The Company settles its own transactions through the House Account.

The settlement of Client transactions by the Company is conducted through the Collective (Omnibus) Account. Settlement through the Collective (Omnibus) Account is included in the brokerage fee. The Company will only settle collateral obligations for transactions executed through the ZSE on behalf of Clients for settlement through the Collective (Omnibus) Account.

The Client can request the opening of an Individual Account in writing at any time. Transactions will be settled through the Individual Account. The maintenance of an Individual Account is subject to an annual fee according to the Decision on Brokerage Fees, and the Client must provide their own collateral for SKDD-CCP. The Individual Account will be opened upon receipt of the individual account opening fee and the minimum collateral amount in accordance with the applicable rules of SKDD-CCP.

Foreign Trading and Client Asset Protection

Article 23.

In the case of foreign trading, the Company has contractual partners to provide brokerage services for specific markets.

Clients are explicitly warned that client assets held abroad are held collectively with a Third Party abroad/domestically. The risks associated with collective asset holding are described in the Risks section of these General Terms.

The Client acknowledges and accepts that transactions involving foreign financial instruments are settled in foreign currencies depending on the market where the transaction is executed. Such transactions incur additional costs for funds transfer to/from domestic/foreign accounts, currency conversion costs from the Domestic currency to another currency, and longer transfer times.

The Company will hold Client assets abroad in a manner that distinguishes them from the Company's own assets or those of the third party, unless, according to applicable national legislation, it is not possible to distinguish Client assets separately from the third party's own assets or the Company's assets. Client financial instruments may be held in the name of the Company and/or the Third Party, but only if they fall under the national legislation of a third country and if the Company has determined that such a method of holding financial instruments is in the best interest of the Client.

By placing orders for foreign trading, the client explicitly consents to the collective holding of assets abroad by the Company.

The Company, to hold client assets collectively abroad, informs the Client that their assets are not protected in the manner and to the extent prescribed by the Capital Market Act and by-laws.

A list of Third Parties, detailing where and how assets are held abroad, is provided in a separate document attached to these General Terms.

Client assets held abroad may be subject to the legislation of a third country.

Direct Trading by the Client through a Foreign Investment Company (The Company acts as an Introducing Broker)

Article 24.

Based on contractual relationships with one or more foreign investment companies, the Company enables its clients to trade directly on foreign markets through the internet systems of foreign investment companies. The Company acts as an intermediary in establishing a contractual relationship between the foreign investment company and the Client, providing technical assistance to the Client. The foreign investment company pays a commission to the Company for this intermediary service. The Client signs a contract with the foreign investment company where the Client's funds and financial instruments (stocks, bonds, etc.) are held and issues orders through its information system. The Client trades directly through the foreign investment company's system and is responsible for operating on the provided information system, placing orders to buy/sell various simple and complex financial instruments, and potentially using leverage if available. The Company advises the Client that trading complex financial instruments and trading with leverage is highly risky. The foreign investment company fulfills all its obligations directly to the Client. The Company is connected to the foreign investment company's information system and has access to Clients' financial instruments and funds, but the Company does not maintain separate records of the Client's funds and financial instruments held in the foreign investment company's account or of the Client's orders placed directly in the foreign investment company's system.

All risks mentioned in Article 10 of these General Terms, as well as additional risks, apply to trading through a foreign investment company. Some of these additional risks include:

- the risk of unfamiliarity with the trading system of the foreign investment company.
- the risk of unfamiliarity with the market rules on which the foreign investment company trades.
- the risk of unfamiliarity with the language and legal framework of the country where the investment company is based.
- the risk of holding financial assets and financial instruments abroad.
- the risk of transferring funds to and from the accounts of the foreign investment company.
- the risk of the Client's tax treatment.

The Company is not liable to the Client for any damage incurred through trading via a foreign investment company, the use of the foreign investment company's application, or the inability to use the foreign investment company's application. The Client confirms to the Company that he is aware of the aspects of such trading. The foreign investment company with which the Client has signed the contract for conducting business is responsible for the Client in accordance with its legal regulations.

Capital Gains Tax

Article 25.

In accordance with the current provisions of the Income Tax Act and the Income Tax Regulations as of January 1st, 2016, the subject of taxation is income from capital based on capital gains arising from the sale of financial instruments. Capital gain is determined as the difference between the agreed selling price or receipt determined according to the market value of the disposed financial asset and the acquisition cost, based on the FIFO principle (First in, first out). The taxable period from the acquisition date to the disposal date of financial instruments is two years, according to the Income Tax Act. Brokerage commission/fee is a recognisable expense and reduces the taxable base for calculating capital gains tax.

The law stipulates the obligation to determine and pay tax on capital gains on an annual basis, based on the tax base, which represents the difference between capital gains and capital losses realized during the same tax period - the calendar year.

Under no circumstances does the Company perform the duties of a tax advisor and/or tax agent.

The Company electronically provides Clients with an Overview of Trading via email, which serves as the basis for calculating capital gains tax for transactions exclusively conducted through the Company. The Overview of Trading is prepared in CSV (Comma-Separated Values) format, which can be loaded into a spreadsheet application such as Excel.

The Company cannot guarantee the completeness and accuracy of the provided information, as specific circumstances may be important for certain events: relationships, acquisition dates, acquisition amounts, share deregistration, share value at deregistration, sale by purchase agreement, sale by takeover offer, corporate actions (mergers/divisions of shares with or without cash payment, squeeze-outs, issuer mergers, dividend in shares, etc.), inheritance, frequent share registrations and deregistrations (e.g., transfer to/from margin account - custody, etc.).

The Client is responsible for calculating the capital gains tax obligation, completing, and submitting the corresponding form (JOPPD) to the competent tax authority, and paying the applicable tax within the prescribed deadline.

The Overview of Trading is solely for informational purposes and serves as assistance in completing the JOPPD form and calculating income tax based on capital gains. The Company assumes no responsibility for the provided Overview of Trading or for any incorrect completion of the JOPPD form and/or accuracy of the calculation of income tax based on capital gains.

Each Client should consult their tax advisor regarding the tax implications of owning financial instruments in both domestic and foreign jurisdictions, considering applicable domestic and international tax regulations and double taxation avoidance agreements.

Prohibition of Data Redistribution and Limitation of Liability

Article 26.

Trading data from the regulated market and other markets managed by the Zagreb Stock Exchange is intended for the exclusive personal use of the Company's Clients. Any commercial exploitation or redistribution of the data, whether through electronic or printed media or by any other means, is strictly prohibited. The Zagreb Stock Exchange is the owner of the mentioned data, but it does not guarantee their accuracy. Trading data from all other markets where the Company operates is intended for the exclusive personal use of the Company's Clients. Any commercial exploitation or redistribution of the data, whether through electronic or printed media or by any other means, is strictly prohibited.

The Zagreb Stock Exchange and the Company shall not be liable for any direct or indirect, material, or immaterial damages, losses, or costs arising from the use, delay of data, or inability to use trading data from the regulated market and other markets managed by The Zagreb Stock Exchange, as well as the use or inability to use trading data from all other markets where the Company operates.

Data from the Central Depository & Clearing Company (SKDD) register (historical data on holders of financial instruments - top 10 accounts, corporate shares, etc.) provided by the Company to Clients are strictly intended for the personal use of the Company's Clients. Any commercial exploitation or redistribution of the data, whether through electronic or printed media or by any other means, is strictly prohibited. SKDD is the exclusive and absolute holder of rights related to the information and data from the register, but it does not guarantee their accuracy.

The Company will make every effort to ensure that documents prepared for Clients based on data from the SKDD register are accurate, complete, and up to date. SKDD and the Company shall not be liable for any direct or indirect, material, or immaterial damages, losses, or costs arising from the use or inability to use

data from the SKDD register, nor do they assume responsibility for any business or other decision based on the data. Additionally, SKDD and the Company shall not be liable for any damage suffered by the Client or any third party due to misuse, unauthorized alteration, or unauthorized acquisition of data transmitted by the Company.

Severability Clause

Article 27.

If it is subsequently determined that any provision of these General Terms is null and void, it shall not affect the validity of the remaining provisions, and these General Terms shall remain in full force and effect.

Order Execution Policy

Article 28.

Client orders shall be executed in accordance with the Order Execution Policy.

By signing the Contract, Clients accept the Order Execution Policy. The Client agrees that the Company is under no obligation to place a limit order outside the regulated market or MTF if the Client's limited order for a specific regulated market cannot be executed without delay, considering the prevailing conditions in that market, considering the conditions of the order. The Client agrees that the Company may execute orders for the purchase/sale of financial instruments outside the regulated market or MTF.

If it is necessary for the Clients to accept changes and additions to the Order Execution Policy in writing, Clients can accept them in one of the ways provided for in the Order Execution Policy and/or in the manner prescribed in Article 20 of these General Terms.

Final provisions

Article 29.

The Client agrees that the Company may amend these General Terms, the Order Execution Policy, and all other documents and acts of the Company in accordance with legal regulations, by-laws, and the Company's business policy. Any such amendment, supplement, or addition to these General Terms, the Order Execution Policy, and other documents and acts of the Company shall be binding from the moment of adoption and entry into force, to which the Client agrees by the following actions: placing an order, depositing funds, registering shares with the Company, or connecting to the "HITA INTERNET TRADING" system and monitoring real-time stock prices.

The Client agrees that the Order Book or other business records of the Company serve as evidence of the amount and due date of any claim under the Contract and General Terms, as well as any other records on permanent media held by the Company.

The Company may deactivate the HITA INTERNET TRADING service for the Client if the Client has had no transactions with financial instruments for a consecutive period of more than 3 months, and/or if there are no funds or financial instruments on the Client's Account and if the Client connects to the HITA INTERNET TRADING system for the purpose of monitoring real-time prices.

Article 30.

The Contract shall enter into force on the day of signature of both Contracting Parties.

Article 31.

These General Terms shall enter into force on September 11th, 2023, replacing the General Terms that were valid until that date. These General Terms are publicly available on the Company's premises and on the Company's website. The Client agrees that the Company may amend them at any time.

In case of any inconsistency between these General Terms in the English language and General Terms in the Croatian language, the Croatian version of General Terms shall prevail for the purpose of interpreting these General Terms.

HITA-VRIJEDNOSNICE d.d. (English: HITA-SECURITIES Inc.)
Management Board