**HRVATSKA POŠTANSKA BANKA, public limited company,** with its registered seat in Zagreb, Jurišićeva 4, Court Register No. (MBS): 080010698, PIN (OIB): 87939104217, EUID: HRSR.080010698, represented by the President of its Management Board, Marko Badurina, PIN (OIB): 15862538201 ----------------------------------------------------------------------------------------------------

(hereinafter: **HPB** or the **Acquiring Company**) ----------------------------------------------------------------

and ----------------------------------------------------------------------------------------------------

**CROATIA BANKA, a joint-stock company**, with its registered office at Roberta Frangeša - Mihanovića Street 9, Zagreb, Court Register No. (MBS): 080007370, PIN (OIB): 32247795989, EUID: HRSR.080007370, represented by the President of its Management Board, Katarina Stanić, PIN (OIB): 41043383093, ----------------------------------------------------------------------------------------------------

(hereinafter: **CROBA** or the **Company Being Acquired**) --------------------------------------------------------

(HPB and CROBA hereinafter collectively: **the Contracting Parties**) ----------------------------------------

have, on 3 (three) September 2026 (two thousand and twenty-six), entered into the following: ----------

## MERGER-BY-ACQUISITION AGREEMENT
## (hereinafter: the Agreement)

### Introductory Provisions
### Article 1

**1.1** HPB is a credit institution incorporated as a public limited company, with its registered office at Jurišićeva Street 4, Zagreb, registered with the Court Register of the Commercial Court in Zagreb under Court Register No. (MBS): 080010698, PIN (OIB): 87939104217 and EUID: HRSR.080010698, with share capital in the amount of EUR 161,970,000.00 (one hundred sixty-one million nine hundred seventy thousand euros), paid in full, and with its shareholder structure as recorded in the depository maintained by the Central Depository & Clearing Company Inc.(hereinafter: CDCC) ----------------------

**1.2** CROBA is a credit institution incorporated as a joint-stock company with its registered office at Roberta Frangeša – Mihanovića Street 9, Zagreb, registered with the Court Register of the Commercial Court in Zagreb under Court Register No. MBS: 080007370, PIN (OIB): 32247795989, EUID: HRSR.080007370, with share capital in the amount of EUR 62,990,244.87 (sixty-two million nine hundred ninety thousand two hundred forty-four euros and eighty-seven cents), paid in full, whose sole shareholder is HPB. HPB is the holder of 4,746,000 (four million seven hundred forty-six thousand) ordinary shares of the first issue, Series A, without nominal value, maintained in dematerialised form with CDCC under the security identifier CRBA-R-A, which represent 100% (one hundred percent) of CROBA's fully paid-up share capital. ------------------------------------------------------------------------------

**1.3** The Contracting Parties are entering into this Agreement for the purpose of providing for the merger by acquisition of CROBA into HPB. The merger by acquisition contemplated hereby shall result in the transfer of all assets and liabilities of CROBA, as the Company Being Acquired, to HPB, as the Acquiring Company.----------------------------------------------------------------------------------------------------

**1.4** Given that the Acquiring Company is the sole shareholder of the Company Being Acquired, the merger by acquisition contemplated hereby constitutes a special case of merger by acquisition pursuant to Article 531 of the Companies Act, as amended and in force. The merger by acquisition contemplated hereby shall neither affect the share capital of either Contracting Party nor result in any consolidation, subdivision or exchange of their shares.------------------------------------------------------------

**Acknowledgements and Undertakings**
**Article 2**

**2.1** The Contracting Parties hereby mutually acknowledge and agree as follows:

**2.1.1** The merger by acquisition is agreed on the basis of CROBA's audited financial statements as at 30 (thirty) June 2026 (two thousand and twenty-six), which are attached hereto as **Schedule 1 (one)**.

**2.1.2** The Company Being Acquired undertakes that, during the period from the date of execution of this Agreement until the date of registration of the merger by acquisition with the Court Register in respect of the Acquiring Company, it shall not take any action that would materially diminish the value of its assets, encumber any of its assets or otherwise alter their value.

**Subject Matter of the Agreement**
**Article 3**

**3.1** CROBA shall be merged by acquisition into HPB, as the existing Acquiring Company, by transferring all of its assets and liabilities to HPB without undergoing liquidation.

**3.2** The Acquiring Company is the sole shareholder of the Company Being Acquired, and the Company Being Acquired does not hold any of its own shares. The Company Being Acquired is not a shareholder of the Acquiring Company. Pursuant to Articles 531 and 520 and Article 522 (4) of the Companies Act, the merger by acquisition shall not result in any increase in share capital, exchange of shares or cash payment. The shareholder structure of the Acquiring Company shall remain unchanged, and no new shares shall be issued or shares exchanged.

**Implementation of the Merger by Acquisition**
**Article 4**

**4.1** The audited financial statements referred to in Article 2.1.1 hereof shall be filed with the competent registry court as the closing financial statements of the Company Being Acquired for the purposes of Article 521 (3) of the Companies Act.

**4.2** Upon registration of the merger by acquisition with the Court Register in respect of the Acquiring Company, all assets and liabilities of the Company Being Acquired shall pass to the Acquiring Company.

**4.3** The amounts presented in the statement of financial position of the Company Being Acquired shall be reflected in the statement of financial position of the Acquiring Company in accordance with the applicable accounting regulations.

**4.4** Upon registration of the merger by acquisition with the Court Register in respect of the Acquiring Company, all reciprocal claims and obligations, contracts and other legal relationships between the Company Being Acquired and the Acquiring Company shall cease to exist. In this regard, the Contracting Parties acknowledge that the provisions of the Civil Obligations Act governing the merger of the capacities of creditor and debtor shall apply to their reciprocal debts and claims.

**4.5** Upon registration of the merger by acquisition with the Court Register in respect of the Acquiring Company, the Acquiring Company shall succeed to the legal position of the Company Being Acquired in all contractual and other legal relationships with third parties. Such succession shall also include all rights and obligations of the Company Being Acquired in its capacity as a taxpayer arising from tax-law relationships.

**4.6** Upon registration of the merger by acquisition with the Court Register in respect of the Acquiring Company, all general acts of the Company Being Acquired shall cease to have effect, except for those general acts that are required by law and for which the Acquiring Company has no equivalent acts that it is entitled or able to apply. Such general acts shall thereupon become general acts of the Acquiring Company to the extent applicable.--------------------------------------------------------------------------------------

**4.7** The Contracting Parties hereby agree, solely for the purpose of regulating the internal relationship between the companies participating in the merger by acquisition, and with effect only as between them, within the meaning of Article 513 (2) (7) of the Companies Act, that all acts performed by the Company Being Acquired during the period commencing on the date on which this Agreement becomes effective pursuant to Article 10.5 hereof and ending on the date on which the merger by acquisition is registered with the Court Register in respect of the Acquiring Company shall be deemed to have been performed for the account of the Acquiring Company.---------------------------------------------

**Merger by Acquisition Reports and Merger Audit**
**Article 5**

**5.1** The Contracting Parties acknowledge and agree that, pursuant to Article 531 (2) of the Companies Act, the reports of the Management Boards on the merger by acquisition referred to in Article 514 of the Companies Act are not required. ----------------------------------------------------------------------------------

**5.2** The Contracting Parties acknowledge and agree that, pursuant to Article 531 2 of the Companies Act, the audit of the merger by acquisition referred to in Article 515 of the Companies Act is not required.

**5.3** The Contracting Parties acknowledge and agree that, pursuant to Article 531 (2) of the Companies Act, the reports of the Supervisory Boards on their review of the merger by acquisition referred to in Article 515a of the Companies Act are not required.-----------------------------------------------------------------

**Creditor Protection**
**Article 6**

**6.1** Upon registration of the merger by acquisition with the Court Register in respect of the Acquiring Company, the Acquiring Company shall assume liability for all obligations of the Company Being Acquired towards its depositors and other clients, as well as towards all other creditors of the Company Being Acquired. -------------------------------------------------------------------------------------------------------

**6.2** The Contracting Parties shall duly notify their clients of the merger by acquisition, which shall include, in particular, the obligation to inform depositors pursuant to Article 18 (4) of the Deposit Insurance System Act, as amended and in force. Pursuant to Article 18(5) of the Deposit Insurance System Act, as amended and in force, depositors of the Company Being Acquired shall be entitled, within three months following notification of the merger by acquisition, to withdraw or transfer to another credit institution, without incurring any penalty, their eligible deposits, including all accrued interest and benefits, even where such deposits exceed the coverage level provided for in Article 8 of the Deposit Insurance System Act at the time of termination of the relevant agreement. ---------------------------------

**6.3** Upon registration of the merger by acquisition with the Court Register in respect of the Acquiring Company, the contractual relationships between the Company Being Acquired and its clients shall remain in force on the same terms and conditions. Notwithstanding the foregoing, where the terms and conditions of the Acquiring Company are more favourable to the clients than those agreed with the Company Being Acquired, the Acquiring Company may apply its own terms and conditions as from the effective date of the merger by acquisition. -----------------------------------------------------------------------

**6.4** The Contracting Parties acknowledge and agree that the implementation of the merger by acquisition shall not jeopardise the satisfaction of the claims of either the creditors of the Acquiring Company or the creditors of the Company Being Acquired. The Acquiring Company shall provide security to those creditors of the Contracting Parties who are not entitled to demand satisfaction of their claims, provided that they assert their entitlement to such security within six months following publication of the registration of the merger by acquisition with the Court Register in which the company

whose creditors they are is registered. Creditors of the Acquiring Company shall have such right only if they can demonstrate that the merger by acquisition jeopardises the satisfaction of their claims. -----
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**6.5** In the notice announcing the registration of the merger by acquisition, creditors shall be expressly advised of their right under the preceding paragraph. ------------------------------------------------------------
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**6.6** The Contracting Parties mutually confirm that there are no holders of special rights referred to in Article 524 of the Companies Act in connection with this merger-by-acquisition procedure. --------------
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**Registration Consent (Clausula Intabulandi)**
**Article 7**

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**7.1** Upon registration of the merger by acquisition with the Court Register in respect of the Acquiring Company, the Company Being Acquired hereby unconditionally consents to and authorises the Acquiring Company, without any further consent or approval, to apply for and procure, in its own name and for its own account, registration in the land registers of title to all real property registered in the name of the Company Being Acquired, since, upon the merger by acquisition taking legal effect, all real property owned by the Company Being Acquired shall vest solely and exclusively in the Acquiring Company.-----------------------------------------------------------------------------------------------------------
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**7.2** Upon registration of the merger by acquisition with the Court Register in respect of the Acquiring Company, the Company Being Acquired hereby unconditionally consents to the transfer by book entry of all securities held in the accounts of the Company Being Acquired with CDCC to the account of the Acquiring Company, as the universal legal successor of the Company Being Acquired.--------------------
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**7.3** Upon registration of the merger by acquisition with the Court Register in respect of the Acquiring Company, the Company Being Acquired hereby unconditionally consents to and authorises the Acquiring Company, without any further consent or approval, to apply for and procure, in its own name and for its own account, any and all other registrations necessary to record the transfer of assets, rights and/or obligations registered in the name of the Company Being Acquired in public registers, official records and/or other records or documents, since, upon the merger by acquisition taking legal effect, all such assets and rights shall vest solely and exclusively in the Acquiring Company and all such obligations shall pass to the Acquiring Company. ---------------------------------------------------------------
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**Transfer of Employment Contracts**
**Article 8**

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**8.1** Upon registration of the merger by acquisition with the Court Register in respect of the Acquiring Company, the Acquiring Company shall, pursuant to Article 137 (1) of the Labour Act, assume all employment contracts of the employees employed by the Company Being Acquired. ---------------------
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**Legal Effects of the Merger by Acquisition**
**Article 9**

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**9.1** The Contracting Parties acknowledge and agree that the merger by acquisition shall be completed upon its registration with the Court Register in respect of the Acquiring Company. -------------------------
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**9.2** The merger by acquisition may be registered with the Court Register in respect of the Acquiring Company only after it has been registered with the Court Register in respect of the Company Being Acquired.-------------------------------------------------------------------------------------------------------------
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**9.3** Upon registration of the merger by acquisition with the Court Register in respect of the Acquiring Company, the Acquiring Company shall become the universal legal successor of the Company Being Acquired. The Company Being Acquired shall cease to exist on the date of such registration. -----------
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**9.4** The shares of the Company Being Acquired referred to in Article 1.2 hereof shall cease to exist upon registration of the merger by acquisition with the Court Register in respect of the Acquiring Company. ----------------------------------------------------------------------------------------------------------------

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**9.5** Following issuance of the registry court's decision registering the merger by acquisition as referred to in Article 9.1 hereof, the Acquiring Company shall notify CDCC that the Company Being Acquired has ceased to be a member of the depository and shall submit a request for the withdrawal from the depository of the shares of the Company Being Acquired referred to in Article 1.2 hereof to be recorded.

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**9.6** The terms of office of all members of the Management Board and the Supervisory Board of the Company Being Acquired shall terminate upon registration of the merger by acquisition with the Court Register in respect of the Acquiring Company, as a consequence of the Company Being Acquired ceasing to exist on that date, as provided for in Article 9.3 hereof. Upon such registration, the Management Board, the Supervisory Board and all other corporate bodies of the Company Being Acquired shall cease to exist, and neither their functions nor any rights attaching thereto shall carry over to the Acquiring Company. -------------------------------------------------------------------------------------------

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**9.7** The members of the corporate bodies of the Contracting Parties shall not be entitled to any special benefits as a result of the merger by acquisition. --------------------------------------------------------------------

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**Publication and Effectiveness of the Agreement**
**Article 10**

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**10.1** Given that the Acquiring Company is the holder of 100% (one hundred percent) of the shares in the Company Being Acquired, pursuant to Article 531 (1) of the Companies Act, this Agreement shall not be submitted to the General Meeting of the Acquiring Company for approval unless so requested by shareholders whose aggregate shareholdings amount to at least one-twentieth of the share capital. The Acquiring Company shall inform its shareholders of this right in the notice required under Article 517 (1) of the Companies Act, which shall be published within the time limit specified in Article 10.2 hereof.----------------------------------------------------------------------------------------------------------------

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**10.2** The Contracting Parties shall file this Agreement with the Court Register pursuant to Article 517 (1) of the Companies Act. The Contracting Parties shall make available to their shareholders for inspection the documents referred to in Article 517 (2) of the Companies Act, save for the documents referred to in Article 5 hereof, which are not required for the purposes of this merger-by-acquisition procedure. Pursuant to Article 517 (6) of the Companies Act, the documents shall be made available through the respective websites of the Contracting Parties. The documents shall remain available to the shareholders for a period of one month, during which they may download them free of charge. The Contracting Parties shall undertake the foregoing actions no later than 3 (three) days from the date of execution of this Agreement. -----------------------------------------------------------------------------------------

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**10.3** This Agreement shall be submitted to the General Meeting of the Company Being Acquired for approval. The Company Being Acquired undertakes to hold a General Meeting for the purpose of approving this Agreement within a reasonable period following the issuance of a decision by the Croatian National Bank that it does not oppose the merger by acquisition or the arising of the statutory presumption that the Croatian National Bank does not oppose the merger by acquisition, in each case pursuant to Article 24 of the Credit Institutions Act, as amended and in force, and following the notification referred to in Article 10.4 hereof. In determining the timing of such General Meeting, due account shall also be taken of the applicable advance-notification periods for notifying depositors and other clients, employees and any other authorities or persons of the merger by acquisition in accordance with the applicable regulations. Such notifications shall be made after the issuance of the Croatian National Bank's decision that it does not oppose the merger by acquisition or the arising of the statutory presumption that the Croatian National Bank does not oppose the merger by acquisition, in each case pursuant to Article 24 of the Credit Institutions Act, as amended and in force, and prior to registration of the merger by acquisition with the Court Register. The Acquiring Company shall convene its General Meeting for the purpose of approving this Agreement only if the circumstances referred to in Article 10.1 hereof arise.---------------------------------------------------------------------------------------------

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**10.4** Each Contracting Party shall notify the Croatian National Banke of the merger by acquisition pursuant to Article 24 of the Credit Institutions Act, as amended and in force, no later than 3 (three) days from the date of execution of this Agreement. If the Croatian National Bank issues a decision opposing the merger by acquisition, this Agreement shall terminate automatically by operation of law on the date on which the Acquiring Company receives such decision. ------------------------------------------
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**10.5** This Agreement shall become effective upon the cumulative satisfaction of the following conditions: its approval by the General Meeting of the Company Being Acquired pursuant to Article 10.3 hereof; and the issuance of a decision by the Croatian National Bank that it does not oppose the merger by acquisition or the arising of the statutory presumption that the Croatian National Bank does not oppose the merger by acquisition, in each case pursuant to Article 24 of the Credit Institutions Act, as amended and in force, following the notification referred to in Article 10.4 hereof. Notwithstanding the foregoing, if the obligation to convene a General Meeting of the Acquiring Company arises pursuant to Article 10.1 hereof, approval of this Agreement by the General Meeting of the Acquiring Company shall constitute an additional condition to the effectiveness of this Agreement. ------------------------------
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**10.6** Once this Agreement has become effective as provided for in Article 10.5 hereof, the Contracting Parties shall, within the applicable statutory time limits, file an application for registration of the merger by acquisition with the Court Register, together with all supporting documents. -----------------------------
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**Amendments and Addenda; Severability**
**Article 11**

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**11.1** No amendment or addendum to this Agreement shall be binding upon the Contracting Parties unless made in writing and duly executed by both Contracting Parties. -----------------------------------------
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**11.2** If any provision of this Agreement is or becomes null and void, the validity of the remaining provisions hereof shall not be affected thereby. The Contracting Parties undertake to replace any such null and void provision with a valid provision that, to the extent legally permissible and practicable, achieves the same purpose as that intended to be achieved by the provision being replaced. -----------
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**Final Provisions**
**Article 12**

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**12.1** The costs of the notarial solemnisation of this Agreement, together with all other notarial fees and expenses relating to the merger by acquisition, shall be borne by the Acquiring Company. Each Contracting Party shall bear its own other costs relating to the merger by acquisition. ---------------------
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**12.2** This Agreement has been executed in 8 (eight) identical originals, of which 1 (one) original shall be retained by the Notary Public, 4 (four) originals shall be delivered to the Acquiring Company and 3 (three) originals shall be delivered to the Company Being Acquired. -------------------------------------------
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*The Contracting Parties declare that they have read this Agreement and confirmed that it reflects their true intent and, as evidence of their acceptance of all rights and obligations hereunder, have duly executed it by affixing their handwritten signatures.* ------------------------------------------------------------------
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**List of Schedules**: ----------------------------------------------------------------------------------------------------
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- Schedule 1 (one): Audited financial statements of CROBA as at 30 (thirty) June 2026 (two thousand and twenty-six) -------------------------------------------------------------------------------------------

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| HRVATSKA POŠTANSKA BANKA public limited company | CROATIA BANKA, a joint-stock company |
|---|---|
| ______________________________ | ______________________________ |
| Marko Badurina, President of the Management Board | Katarina Stanić, President of the Management Board |