

HRVATSKA POŠTANSKA BANKA, public limited company, with a registered seat in Zagreb, Jurišićeva 4, MBS: 080010698, PIN: 02899494784, 87939104217, EUID: HRSR.080010698, represented by the President of the Management Board, Marko Badurina, Zagreb, Petrovaradinska ulica 5B, PIN: 15862538201 -----

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

and -----

Nova hrvatska banka, public limited company, with a registered seat in Zagreb, Varšavska ulica 9, MBS: 080126398, PIN: 02899494784, 78427478595, EUID: HRSR.080126398, jointly represented by the President of the Management Board, Tadija Vrdoljak, Zagreb, Cvjetna cesta 9, PIN: 81025445888, and the Member of the Management Board, Boris Bekavac, Zagreb, Martićeva ulica 31, PIN: 43949652590 -----

(hereinafter: **NHB or the Acquired Company**) -----

(hereinafter together: **the Contracting Parties**) -----

made and entered on 1 March 2023 (the first day of March in the year of two thousand and twenty-three) the following -----

AGREEMENT OF MERGER (hereinafter: the Agreement)

Recitals Article 1

1.1 HPB is a credit institution operating as a joint-stock company, with a registered seat in Zagreb, Jurišićeva ulica 4, registered with the Commercial Court in Zagreb under the company registration number MBS: 080010698, PIN: 87939104217, 87939104217, EUID: HRSR.080010698, with the share capital amounting to HRK 1,214,775,000.00 (one billion two hundred fourteen million seven hundred and seventy five thousand) which is EUR 161,228,349.59 (one hundred sixty-one million two hundred twenty-eight thousand three hundred and forty-nine point fifty-nine) calculated based on the fixed conversion rate where EUR 1 (one) is HRK 7.53450 (seven point five three four five zero), paid in full, with the shareholder structure accordingly registered with the depository at the Central Depository and Clearing Company. -----

1.2. NHB is a credit institution operating as a joint-stock company with a registered seat in Zagreb, Varšavska ulica 9, registered with the Commercial Court in Zagreb under the company registration number MBS: 080126398, PIN: 02899494784, 78427478595, EUID: HRSR.080126398, with the share capital amounting to HRK 615,623,000.00 (six hundred fifteen million six hundred and twenty-three thousand) which is EUR 81,707,213.48 (eighty-one million seven hundred seven thousand two hundred and thirteen point forty-eight) calculated based on the fixed conversion rate where EUR 1 (one) is HRK 7.53450 (seven point five three four five zero), paid in full, whose sole shareholder is HPB. HPB is the holder of 615,623 (six hundred fifteen thousand six hundred and twenty-three) ordinary shares of NHB, series A, each in the nominal value of HRK 1,000.00 (one thousand), which is EUR 132.72 (one hundred and thirty-two point seventy-two) calculated based on the fixed conversion rate where EUR 1 (one) is HRK 7.53450 (seven point five three four five zero), which represent 100% (one hundred percent) of the company's share capital and are registered with the Central Depository and Clearing Company and identified by the symbol VLBA-R-A , ISIN: HRVLBARA0000. -----

1.3 The Contracting Parties hereto agree to sign the Agreement for the purpose of the Merger of NHB with HPB. The Merger shall result in the transfer of all the assets and liabilities of NHB as the Acquired Company to HPB as the Acquiring Company . -----

1.4. As the Acquiring Company is the sole shareholder of the Acquired Company in this Merger, pursuant to Article 351 of the Companies Act in force, the Merger hereof shall not encroach the share capital nor shall it result in the share consolidation, subdivision or exchange between the Contracting Parties. The same shall apply to the prior adjustment of the share capital and shares of that share capital which pertain to shares expressed in euro.-----

**Declarations
Article 2**

2.1. The Contracting Parties agree that the Merger shall be agreed on the basis of Audited Financial Statements of NHB as at 31 December 2022 (the thirty-first day of December in the year of two thousand and twenty-two), which are enclosed to the Agreement herein as **Annex 1 (one)**.-----

2.2. The Acquired Company agrees it shall not, from the date of the signing of this Agreement and until the entry of the Merger in the court register with respect to the Acquiring Company, in any manner significantly reduce or encumber or in any other manner alter the value of its assets.-----

**Object of the Agreement
Article 3**

3.1. The Company NHB shall be merged with and into HPB as the existing the Acquiring Company, by contributing its entire assets and liabilities, without conducting liquidation.-----

3.2. The Acquiring Company is the sole shareholder of the Acquired Company and the Acquired Company does not hold any treasury shares. The Acquired Company is not a shareholder of the Acquiring Company. Pursuant to Article 531, Article 520 and Article 522 paragraph 4 of the Companies Act, the Merger shall not lead to share capital increase, share exchange or consideration in cash. The shareholder structure of the Acquiring Company shall remain unaltered, new shares shall not be issued nor shall shares be exchanged.-----

**Implementation of the Merger
Article 4**

4.1. The Audited Financial Statements from Article 2.1. of the Agreement herein shall be delivered to the Court Register as the closing financial statements of the Acquired Company within the meaning of Article 521 paragraph 3 of the Companies Act.-----

4.2. On the date of the entry of the Merger in the court register with respect to the Acquiring Company, the entire assets and liabilities of the Acquired Company shall be transferred to the Acquiring Company.-----

4.3. The values reported in the Statement of Financial Position of the Acquired Company shall be reported in the Statement of Financial Position of the Acquiring Company in compliance with the appropriate regulations governing accounting.-----

4.4. On the date of the entry of the Merger in the court register with respect to the Acquiring Company, all claims and liabilities, contracts and other relationships between the Acquired Company and the Acquiring Company shall be terminated. In this regard, the Contracting Parties establish that their mutual relationships in terms of receivables and liabilities shall be governed by the provisions of the Civil Obligations Act referring to mergers.-----

4.5. On the date of the entry of the Merger in the court register with respect to the Acquiring Company, the Acquiring Company shall assume the position of the Acquired Company in all contractual and other relationships with third parties. This implies the assumptions of rights and duties of the Acquired Company as a taxpayer in terms of the tax legal relationship.-----

4.6. On the date of the entry of the Merger in the court register with respect to the Acquiring Company, all general acts of the Acquired Company shall cease to be valid, with the exception of the legally mandatory acts for which the Acquiring Company does not have equal acts that it is able or may apply, and which shall subsequently become the general acts of the Acquiring Company to the extent applicable.-----

4.7. The Contracting Parties declare and agree, exclusively for the purpose of the regulation of internal relationships in effect solely between the participants in the Merger within the meaning of Article 513 paragraph 2 point 7 of the Companies Acts, that all actions taken by the Acquired Company from the effective date of the Agreement of Merger pursuant to Article 10.5. of the Agreement hereof until the date of entry of the Merger into the court register with respect to the Acquiring Company, shall be valid as the actions taken on behalf of the Acquiring Company. -----

Merger Reports and Merger Audit
Article 5

5.1. The Contracting Parties declare and agree that pursuant Article 531 paragraph 2 of the Companies Act, Management Board Reports on the Merger from Article 514 of the Companies Act shall not be required. -----

5.2. The Contracting Parties declare and agree that pursuant Article 531 paragraph 2 of the Companies Act, Audit of the Merger from Article 515 of the Companies Act shall not be required. -----

5.3. The Contracting Parties declare and agree that pursuant Article 531 paragraph 2 of the Companies Act, Supervisory Board Reports on the Verification of the Mergers from Article 515 a of the Companies Act, shall not be required.-----

Creditors
Article 6

6.1. On the date of the entry of the Merger in the court register with respect to the Acquiring Company, the Acquiring Company shall accept and assume responsibility for the liabilities of the Acquired Company towards depositors and other customers, as well as all other creditors of the Acquired Company. -----

6.2. The Contracting Parties shall duly inform the customers of the Merger, in particular with respect to the obligation to inform the depositors in compliance with Article 18 of the Deposit Guarantee Scheme Act in force. Depositors of the Acquired Company shall be entitled within a period of three months from the notification of the Merger, in accordance with the provisions of Article 18 of the Deposit Guarantee Scheme Act in force, to withdraw or transfer their eligible deposits to another credit institution, including all accrued interest and fees, irrespective of the fact that, at the time of contract termination, they exceed the coverage level under Article 8 of the Deposit Guarantee Scheme Act in force.. -----

6.3. On the date of the entry of the Merger in the court register with respect to the Acquiring Company, the contractual relationships between the Acquired Company and its customers shall continue to apply under equal conditions. By way of derogation, if the terms and conditions of the Acquiring Company are more favourable for the customers than those agreed by the Acquired Company and its customers, the Acquiring Company may start to apply its terms and conditions from the date of the Merger.-----

6.4. The Contracting Parties declare and agree that by implementing the Merger, the payment of claims shall not be undermined either to the creditors of the Acquiring Company or the creditors of the Acquired Company. The Acquiring Company shall provide security over the claims of the creditors of the Contracting Parties for the purpose of securing their claims, on condition they make themselves known within six months following the date of publication of the entry of the Merger in the court register where the company of which they are creditors is entered. The creditors of the Acquiring Company shall be entitled to the same right but only provided that they can prove that the payment of their claims has been undermined by the Merger. -----

6.5. Creditors shall be informed of their rights from the paragraph above in the Notification of the entry of the Merger.-----

6.6. The Contracting Parties declare and agree that in this Merger there are no holders of special rights from Article 524 of the Companies Act.-----

Title deeds
Article 7

7.1. On the date of the entry of the Merger in the court register with respect to the Acquiring Company, the Acquired Company shall grant unconditional consent, with no further questions or approval, to the Acquiring Company to request and obtain, in its name and on its behalf, the transfer of title over the immovable property registered to the Acquired Company, as the Acquiring Company shall become the sole owner of the entire immovable property of the Acquired Company on the date of the Completion of the Merger. -----

7.2. On the date of the entry of the Merger in the court register with respect to the Acquiring Company, the Acquired Company shall grant unconditional consent, to transfer all securities from the accounts of the Acquired Company with the Central Depository and Clearing Company to the accounts of the Acquiring Company as the universal successor of the Acquired Company. -----

7.3. On the date of the entry of the Merger in the court register with respect to the Acquiring Company, the Acquired Company shall grant unconditional consent, with no further questions or approval, to the Acquiring Company to request and obtain, in its name and on its behalf, the transfer of title over the property, rights and/or obligations of the Acquired Company entered into public registers, records and/or other records or documents as the Acquiring Company shall become the sole owner thereof on the date of the Completion of the Merger. -----

Employment Contracts
Article 8

8.1. On the date of the entry of the Merger in the court register with respect to the Acquiring Company, and in compliance with Article 137 of the Labour Act, the Acquiring Company shall assume all employment contracts of the employees of the Acquired Company.-----

The Effects of the Merger
Article 9

9.1. The Contracting Parties declare and agree that the Merger shall be completed on the date of the entry of the Merger in the court register with respect to the Acquiring Company. -----

9.2. The Merger shall be entered into the court register with respect to the Acquiring Company only when the entry into the court register in respect to the Acquired Company is made.

9.3. On the date of the entry of the Merger in the court register with respect to the Acquiring Company, the Acquiring Company shall become the universal successor of the Acquired Company. On the date of the entry of the Merger in the court register with respect to the Acquiring Company, the Acquired Company shall cease to exist.-----

9.4. On the date of the entry of the Merger in the court register with respect to the Acquiring Company, the shares of the Acquired Company from Article 12 of this Agreement shall cease to exist.

9.5. Following the adoption of the decision of the court register on the entry of the Merger from Article 9.1. of this Agreement, the Acquiring Company shall submit to the Central Depository and Clearing Company the notification that the Acquired Company ceases to be a member of the Depository, together with the request to register the withdrawal of shares of the Acquired Company from Article 1.2. of this Agreement. -----

9.6. The mandates of the Members of the Management Board and the Supervisory Board of the Acquired Company shall terminate on the date of the entry of the Merger into the court register with respect to the Acquiring Company, all due to the fact that the Acquired Company shall cease to exist at that time, pursuant to Article 9.3. of this Agreement. Upon the entry of the Merger, the Management Board and other bodies of the Acquired Company shall cease to exist and shall not enjoy legal succession in the Acquiring Company in terms of functions or rights.-----

9.7. The members of the bodies of the Contracting Parties shall not be entitled to any special benefits arising from the Merger.

**Consummation of the Merger
Article 10**

10.1. As the Acquiring Company holds 100% (one hundred percent) of the shares of the Acquired Company, under Article 531 paragraph 1 of the Companies Act, this Agreement shall not be delivered for approval to the General Assembly of the Acquiring Company, unless requested by the shareholders whose combined shares together reach at least one twentieth of the share capital. The Acquiring Company shall notify the shareholders on this right by way of the notification from Article 517 paragraph 1 of the Companies Act, which shall be executed within the legal deadlines from Article 10.2 of this Agreement. -----

10.2. The Contracting Parties shall submit this Agreement of Merger to the court register in compliance with Article 517 paragraph 1 of the Companies Act. The Contracting Parties shall make available to the shareholders the documents from Article 517 paragraph 2 of the Companies Act, with the exception of the documents from Article 5 of this Agreement, which shall not be required in this Merger. The documents shall be made available on the official websites of the Contracting Parties in compliance with Article 517 paragraph 6 of the Companies Act. The documents shall be made available to the shareholders for a period of one month and the shareholders shall be able to download them free of charge. The Contracting Parties agree to undertake the activities defined above no later than 3 (three) days from the date of signing of this Agreement. -----

10.3. This Agreement shall be submitted for approval to the General Assembly of the Acquired Company. The Acquired Company shall convene its General Assembly for the purpose of obtaining the approval of this Agreement in due course, and upon obtaining the necessary approvals of the Croatian National Bank of the Merger from Article 10.4 of this Agreement, taking into account the deadlines for the prior notification of the Merger towards depositors and other customers, employees and other bodies or persons in compliance with the relevant regulations. The notification shall be carried out upon obtaining the abovementioned approvals of the Croatian National Bank of the Merger and prior to entering the Merger into the court register. The Acquiring Company shall convene its General Assembly for the purpose of obtaining the approval of this Agreement only on condition if the reasons occur from Article 10.1. of this Agreement. -----

10.4. Each Contracting Party shall obtain the approval of the Croatian National Bank of the Merger and shall submit a request for the approval no later than 3 (three) days from the signing of this Agreement. In the event that the Croatian National Bank refuses to grant approval of the Merger to either of the Contracting Parties, this Agreement shall be statutory terminated with the date of refusal of the approval of the Croatian National Bank to either of the Contracting Parties.-----

10.5. This Agreement shall be valid from the date of cumulative fulfilment of the following conditions: its approval by the General Assembly of the Acquired Company in compliance with Article 10.3. of this Agreement and the obtaining of the approval of the Croatian National Bank of the Merger from Article 10.4. of this Agreement. By way of derogation, if an obligation arises to convene the General Assembly of the Acquiring Company in line with Article 10.1. of this Agreement, then the condition of the validity of this Agreement shall also include obtaining the approval of the General Assembly of the Acquiring Company.-----

10.6. As at the effective date of this Agreement in compliance with Article 10.5. above, the Contracting Parties shall, within legal deadlines, submit the Application for Entry into the court register, together with all relevant documents.-----

Amendments and nullity
Article 11

11.1. Any modifications and amendments to this Agreement shall bind the Contracting Parties only if they are made in writing. -----

11.2. If one clause of the Agreement is null and void, it shall not result in rendering the Agreement null and void, and the Contracting Parties shall replace the null and void clause with a valid clause, which shall achieve the same purpose that was intended to be achieved by the null and void clause, to the extent possible and permitted. -----

Final provisions
Article 12

12.1. The authentication costs of this Agreement, as well as all other costs of services of notary public pertaining to the Merger, shall be assumed by the Acquiring Company, while in relation to other costs pertaining to the Merger, each Contracting Party shall meet their respective costs. -----

12.2. This Agreement has been signed in ten identical and equally valid copies; the Notary Public shall receive one copy, while the Acquiring Company shall receive six copies, and the Acquired Company shall receive three copies. -----

The Contracting Parties declare that they have read this Agreement and that they have established that it reflects their true will. In witness whereof, the Contracting Parties hereto, have caused this Agreement to be signed.-----

Annexes: -----

- Annex 1 (one) Audited Financial Statements of NHB as at 31 December 2022 (the thirty-first day of December in the year of two thousand and twenty-two) -----

HRVATSKA POŠTANSKA BANKA, public limited company

Marko Badurina, President of the Management Board

Nova hrvatska banka, public limited company

Tadija Vrdoljak, President of the Management Board

Boris Bekavac, Member of the Management Board

For signatures and notarization, please refer to the original Agreement of Merger on Croatian language, which prevails.