

1. Introductory provisions

- 1.1. Hrvatska poštanska banka, public limited company (hereinafter referred to as: **HPB**) has created this portal - HPB Supplier Portal (hereinafter referred to as: **HSP, Portal** or **Platform**) as a platform the aim of which is to ensure and provide the best and the most efficient procurement procedure and communication channel with the potential Suppliers (1.3) and customers. HPB manages the Portal and creates all Content (1.5) which is published by HPB or uploaded by HPB's Suppliers.
- 1.2. These HSP Terms of Use (hereinafter referred to as: **Terms** or **Terms of Use**) and relevant regulations of the Republic of Croatia shall apply to the use of HSP and all content. Upon registration (2) with HSP, the Suppliers shall be requested to read and accept these Terms of Use. However, by accessing the Portal for the first time and/or using the Portal, the Supplier agrees to these Terms and acknowledges it has read and understood them.

If the Supplier disagrees with these Terms of Use, the Supplier should not access HSP, should not register or provide (i.e., upload) and use any content available through the Portal. In case of any queries or ambiguities in relation to these Terms of Use, the Suppliers may send an email to: podrska@ensolva.com

HPB reserves the right to modify the content, layout and/or the way of using HSP, including, inter alia, the right to add, supplement, edit or remove any content, and to completely shut down the Portal, as well as the right to amend these Terms of Use. HPB shall have the right to do so at its sole discretion, at any time and without any prior notice. All changes, modifications or additions to the Portal, content and/or the Terms of Use shall apply from the day of their publication on the Portal. The Supplier shall regularly check for updates of the Terms of Use. When accessing HSP, the Supplier shall be deemed to have read and accepted the current published version.

Where HPB and the Supplier have concluded a separate agreement governing the relationship which is also regulated herein, or otherwise, the provisions of such a separate agreement shall apply.

- 1.3. The Supplier may be a legal or natural person who, by registering with the Portal, confirms its intention and agrees to be entered in HPB Supplier Records and to take part in procurement procedures for which they apply, i.e., for which they submit an offer.
- 1.4. By registering with HSP, the Supplier agrees to these Terms of Use and chooses their own username, e-mail address and password which they will use to log in to the Portal (hereinafter: **Log-in data**).
- 1.5. The Supplier shall be solely responsible for the content, veracity, accuracy, completeness, quality and all other features and characteristics pertaining to information, data, documents and other materials in any other form, such as, inter alia, offers, price lists, catalogues, photos, etc. (hereinafter referred to as: **content**), which are provided, i.e., uploaded by the Supplier to HSP and is in particular responsible for any breach of confidentiality, copyrights and other intellectual property rights, personality rights, in particular, those pertaining to respect, reputation, dignity, privacy and all possible other rights of HPB, other Suppliers or third parties (hereinafter referred to as: **Third-party rights**) which may be related to the Content provided to HPB via HSP by the Supplier.

2. Registration and Log-in data

- 2.1. So as to guarantee security of data and business transactions, only registered Suppliers shall be allowed access to and use of HSP. Suppliers register on a voluntary basis, however, if the Supplier wishes to participate in any procurement procedures published by HPB, it is necessary for the Supplier to register with the Portal. It is necessary to complete the registration procedure only once. Any time thereafter, the Supplier can log in to the HSP system using their registered e-mail address and chosen password as their Log-in data. Log-in data allow the Supplier to enter, view, change and manage its own content, and where applicable, grant or revoke consent for processing of specific data. The Supplier can, at any time, request HPB to remove its user account.
- 2.2. Upon registration, the Supplier chooses its username, i.e., e-mail address which is to be used to log in to the HSP system and to which the Supplier will receive all e-mails in connection with the use of Portal. It is not allowed to register a username that is illegal, unethical, offensive or which in any way violates the rights of third parties, and HPB reserves the right to deny the registration of the Supplier under such a username, or to suspend or terminate the Supplier's user account at any time and without a prior notice.
- 2.3. The first log-in password for the Portal shall be automatically generated for the Supplier, and the Supplier must change it and select its own password as soon as possible.
- 2.4. Upon registration, the Supplier undertakes to provide true, accurate and complete information and data necessary for the Registration and when necessary, to update such data and information (especially contact information such as company/name, address, name of contact person, phone number, fax number, mobile phone number, e-mail address and similar). By entering personal data into the HSP system, during the Registration process and any time after that (for example, in any procurement procedure through HSP), the Supplier guarantees that the natural person whose personal data is being entered has been informed about the processing of its or her personal data and has been informed about the information which HPB collects, processes and uses for this purpose, in accordance with the principles and rules regulated by the Personal Data Protection Policy of Hrvatska poštanska banka, publicly limited company, publicly available on the Bank's website www.hpb.hr.
- 2.5. Failure to comply with this rule may result in communication difficulties with Supplier, inability of the Supplier to participate in a procurement procedure, and may constitute a breach of these Terms of Use, i.e., relevant regulations, which in turn may lead to suspension or termination of Supplier's user account, even without a prior written warning.
- 2.6. Upon the completion of the registration process, the Supplier will receive, via an e-mail, a link for authorization of the entered data. The registration is fully completed, and the Supplier may start to use the Portal after authorizing the entered data via the link sent to him, thereby assuming responsibility for all activities under its user account and/or under its username. Only the Supplier manages its own log-in data, defines the manner and scope for the use of log-in data and username, and makes sure that only authorized personnel, that is, other authorized persons of the Supplier may complete the registration, have access to the Portal and may log in to the system.
- 2.7. The Supplier shall keep confidential all data pertaining to the user account, in particular the chosen password and shall make sure that such data is secure, that is, protected against unauthorized disclosure, access and misuse and must periodically change the password. The Supplier shall solely be responsible for any damage incurred for the Supplier, HPB, other Suppliers or any third party due to unauthorized disclosure and/or use or misuse of its Log-in data, other data on its user account, as well as for all Content published under its username.
- 2.8. If the Supplier suspects, notices or in any other way learns of unauthorized use or abuse of its user account, the Supplier shall without undue delay notify HPB of such an incident and send an e-mail to: podrska@ris.hr. Upon receiving such a notification from the Supplier, HPB shall forthwith revoke access to the Supplier's user account with the compromised Log-in data. The access shall again be reactivated once the Bank and the Supplier carry out a validation or re-registration procedure.

- 2.9. HPB shall not be held liable by the Supplier for unauthorized registration or any misuse of the Supplier's user account, Log-in data or content, i.e., if this is a result of the Supplier's actions contrary to the provisions herein, that is, if this is a result of or is in connection with certain measures taken by HPB in line with provisions hereof.

3. Right to use HSP and content

- 3.1. The provisions herein and relevant regulations of the Republic of Croatia shall apply to the use of Portal and the content published and/or available via HSP. HPB shall make all reasonable efforts to ensure that HSP and all its features and all content are available at all times, in line with these Terms of Use.
- 3.2. All rights related to the Portal, including domain name, associated software, design layout of user interface, company, service mark and trademarks, and all content published by HPB, shall be owned by HPB, that is, by third parties who have authorized HPB to publish and/ or use their Content. All rights are reserved unless explicitly stated otherwise in written form. HPB guarantees that its published content, i.e., its products and/or services, are true, accurate, complete and up to date.
- 3.3. The Supplier has the right to access and use the Portal and specific available content, exclusively for the purposes intended for a specific procurement procedure, i.e., within the scope of the business relationship with HPB.
- 3.4. The Supplier is not authorized to download, store, print, reproduce, modify, publish, distribute, lease, lend, present or display in public or use in any other way the available content, in whole or in part, except as specified hereunder, without a separate written permission to be provided by HPB (which may be granted in the form of notification or note published alongside such content on HSP).
- 3.5. Unless otherwise expressly stated in writing, the Supplier is not authorized to install, reproduce, distribute, modify or use in any other way, decompile or disassemble software used for HSP or made available by HPB for the Portal, i.e., perform any reverse engineering.
- 3.6. All rights pertaining to the content provided, uploaded or in any other way made available by the Supplier to HPB via Portal, shall be owned by the Supplier, i.e., by third parties who have authorized the Supplier to use their content. The Supplier guarantees and is responsible for such content as specified in Articles 4-8 herein.
- 3.7. The Supplier authorizes HPB to download, store, print, reproduce, distribute and in any other appropriate way use the content exclusively for the purpose for which it was intended in a specific procurement procedure, that is, within the scope of the business relationship with the Supplier.
- 3.8. Before making any content available to HPB, the Supplier undertakes to appropriately mark the content protected by trade secrets, copyright and other intellectual property rights, i.e., protected by any other rights and to provide information expressly in written form on all possible restrictions applied to the use of certain content.
- 3.9. For the purpose of the previous provision, the requirement of written notice or notification is deemed to have been satisfied if the relevant notice or notification is provided to HPB via the Portal together with the content it applies to.

4. Intellectual property

- 4.1. The entire Portal, or some of its segments and corresponding content may be protected by intellectual property rights and other rights, in accordance with relevant regulations of the Republic of Croatia, international agreements and other instruments of international law. In

that case, the Supplier undertakes to act in accordance with relevant regulations, and not to remove alphanumeric symbols or relevant codes pertaining to intellectual property rights (in particular, referring to trade secret, copyrights, trademark rights, design or patent) which the Portal and/or content may bear.

- 4.2. HPB will promptly investigate any reported violation of the rights herein. The Supplier undertakes to fully cooperate with HPB and to help establish the facts and eliminate possible irregularities. If the reported irregularities or violations are determined to be true, or to be likely to occur or if in any other case HPB deems necessary, justified or appropriate, HPB may without any delay and prior notification to the Supplier, temporarily or permanently remove from HSP any content which violates relevant regulations, provisions herein and/or third party rights, and it may suspend or terminate the Supplier's user account, on a case by case basis.
- 4.3. Where the Supplier's user account is suspended or terminated, the Supplier shall remain liable for any possible violations committed by the Supplier and/or the damage caused while using HSP. The Supplier undertakes to compensate HPB and/or relevant third party for all damage and costs incurred due to any violation of regulations and/or rights herein.
- 4.4. HPB excludes any liability towards the Supplier due to or in connection with certain measures taken by HPB in line with the provisions herein.
- 4.5. HPB is an exclusive owner of all ideas, improvements, upgrades, designs, analyses, trademarks, service marks and other designation of origin, texts, audiovisual works, concepts, reports and all similar related or derivative information or works (whether or not patentable and subject to copyright), including but not limited to all patents, copyrights, trademarks and registrations of the foregoing, together with the right to use, reproduce, publish, license or create works derived from any of the foregoing, and in connection with Portal.

5. Obligations of the Supplier

- 5.1. The Supplier undertakes to ensure, at its own expense, that its own computer used to access the Portal is correctly configured, that it works properly and that it has appropriate access to the Internet. The Portal works optimally using browsers such as Microsoft Internet Explorer (version 8 and higher), Microsoft Edge, Google Chrome, Mozilla Firefox and Safari. HPB warns that other web browsers might not provide optimal use of the Portal. HPB shall not be responsible for the Supplier's possible inability to use the Portal if this is a result of lack of access or reduced access to the Internet.
- 5.2. The Supplier undertakes not to:
 - use the Portal or any other means to, directly or indirectly, upload, publish, send and/or exchange content that violates relevant regulations, including, among others, untrue, offensive, threatening, vulgar, abusive, racist and other inappropriate Content that incites hatred of any kind, as well as Content that violates intellectual property rights of third parties, in particular, copyright, company, trademark, design, business or other secret and any other rights, in particular, personality rights, including the right to respect, reputation, dignity, protection of privacy and personal data, children's rights, etc., including private e-mails and other correspondence, i.e. communication;
 - use the Portal or any other means to, directly or indirectly, upload, publish, send and/or exchange content to which it holds no copyright and/or other relevant intellectual property rights, i.e., for the use of which it has not been authorized by the holder of such rights;
 - use the Portal or any other means to, directly or indirectly, upload, publish, send and/or exchange unsolicited content intended for HPB, Suppliers or third parties without their prior consent or request, such as spamming/hoax, chain letters, pyramid scheme, etc.;
 - use the Portal or any other means to, directly or indirectly, advertise their own products, services, website or blogs in a way contrary to the purpose and goals of the Portal.

- use the Portal or any other means to, directly or indirectly, knowingly upload, publish, send and/or exchange content which contains computer viruses, worms, codes, files and programs that may disrupt, restrict the operation of or destroy any computer program, computer and other equipment;
 - obstruct or hinder, in any way, the use of the Portal by HPB or other Suppliers;
 - use the Portal or any other means to, directly or indirectly, collect, store, disclose or in any other way process, publish or use personal data without being authorized to do so and without having a valid consent of the parties, that is, persons to whom the data refers;
 - use the Portal or any other means to, directly or indirectly, including private messaging, impersonate another person in order to threaten, manipulate, defraud or mislead HPB, other Suppliers or third parties;
 - use the Portal, its functionalities and/or any other Content in a manner that might be harmful to HPB, other Suppliers, HPB's partners, customers or other third parties;
 - use any Content, in its entirety or only specific segments, for commercial purposes without a prior written consent of HPB.
- 5.3. HPB shall promptly investigate the Supplier's violation of any obligation herein, including reports submitted by third parties of Supplier's violation of any obligations under paragraph 5.2. hereof. The Supplier undertakes to fully cooperate with HPB and help to establish the facts and remedy any possible violations. If it is determined that the Supplier has violated any obligation, which has resulted in or might result in violation of any obligation under paragraph 5.2. hereof, or in any other case HPB deems necessary, justified or appropriate, HPB may without any delay and prior notification to the Supplier, temporarily or permanently remove from HSP any content which violates relevant regulations, provisions herein and/or third-party rights, and it may suspend or terminate the Supplier's user account, on a case by case basis.
- 5.4. Where the Supplier's user account is suspended or terminated, the Supplier shall remain liable for any possible violations committed by the Supplier and/or the damage caused while using HSP. The Supplier undertakes to compensate HPB and/or relevant third party for all damage and costs incurred due to any violation of regulations and obligations under paragraph 5.2. hereof.
- 5.5. HPB excludes any liability towards the Supplier due to or in connection with certain measures taken by HPB in line with the provisions herein.

6. Guarantees

- 6.1. HPB does not guarantee:
- veracity, accuracy, completeness or regular updates of data used by the Supplier in its business activities and operations, which have been collected from the Supplier for HPB's internal records when registering or applying for any procurement procedure;
 - the Supplier's capacity and authorization to conclude any contracts, especially sale and purchase agreements, service agreements and other;
 - absence of errors on the Portal or in the content, and uninterrupted availability of the Portal at all times;
 - the way the Portal or content is used by the Supplier or third parties.
- 6.2. With regard to the content which the Supplier provides, uploads or in any other way makes available to HPB via Portal, the Supplier guarantees to HPB that:

- the content is legal, true, accurate, complete and up-to-date;
- the Supplier holds the copyright and/or other intellectual property rights to that content and that the Supplier is fully authorized to create relevant rights in favour of HPB in line with these Terms of Use, and especially in line with provisions under Article 3 hereof;
- the Supplier is the legal holder of rights to the Content, that is, it has acquired those rights legally;
- the Content protected by trade secret, copyright, some other intellectual property right, or any other right, in no way infringes on third party rights;
- the use of Content in line with these Terms of Use will not cause damage, material or non-material, directly or indirectly, to HPB, other Suppliers or third parties.

6.3. The Supplier undertakes to protect HPB from all possible claims initiated against HPB by third parties for damages resulting from the Supplier's violation of any guarantees referred to in paragraph 6.2 hereof. In addition, the Supplier undertakes, to the extent possible in accordance with provisions of relevant regulations and depending on the circumstances of the case, to act and participate instead of or on behalf of HPB in litigation, mediation or settlement negotiation proceedings (as a predecessor or an intervenor).

6.4. HPB undertakes to promptly notify the Supplier of any such claim being initiated and to provide the Supplier, at its own expense, appropriate support in order to settle the claim.

6.5. The Supplier undertakes to compensate HPB and/or relevant third party for damages and costs incurred due to non-compliance with guarantees, that is, relevant third party rights referred to in paragraph 6.2 hereof.

7. Liability

7.1. Contents available on the Portal in any way and in any form shall be taken exclusively „as is“, that is, „as available“ and HPB does not provide any guarantees or warranties, i.e., does not assume any obligation or responsibility for the Content of the Supplier or third parties.

7.2. The Supplier uses HSP, i.e., relies on, downloads, uploads and uses content solely at its own risk. To the maximum extent possible under provisions of relevant regulations, HPB shall not be held liable by the Supplier or any third party for the damage related to HSP and/or any Content, including especially loss of profit, lost opportunity, loss of data or any other resulting damage.

7.3 Although HPB makes reasonable efforts to ensure availability and proper functioning of the Portal and/or

Content, HPB does not guarantee that HSP and/or any Content is free of errors or bugs which might cause damage to the Supplier or third parties. Before accessing the Portal and downloading

or uploading any Content, the Supplier must ensure its own computer protection and take appropriate security measures, including the use of antivirus software, in order to prevent infection of the Supplier's system by a virus on HSP, in line with relevant obligations of the Supplier referred to

in Article 5 hereof.

7.4. To the maximum extent possible in accordance with provisions of relevant regulations, HPB shall not

be liable for any damage:

- caused or sustained by the Supplier and/or third party in connection with the use of the Portal contrary to the provisions of these Terms of Use and relevant regulations,

especially with regard to any Content published on HSP, misuse, destruction or damage to any content or feature, misuse of user account and similar;

- caused to other Suppliers and/or third parties as a result of infringement of third party rights by content published, uploaded or used by the Supplier;
- caused to the Suppliers and/ or third parties as a result of temporary or permanent unavailability, changes, i.e., removal of specific content, features, services, design, concept of HSP, user accounts or entire Platform;

7.5. Unless otherwise explicitly stated in these Terms of Use, the Supplier shall be held liable by HPB, other Suppliers and/or third parties for any damage caused by violating any provisions herein or any relevant regulations of the Republic of Croatia.

8. Personal data protection, confidentiality, cookies

- 8.1. HPB shall process personal data in accordance with principles and rules regulated in the Data Protection Policy of Hrvatska poštanska banka dioničko društvo, which is available on the Bank's website www.hpb.hr.
- 8.2. Personal data is processed solely for the purpose of registering with the HSP Portal, and fulfilling contractual obligations with HPB.
- 8.3. The day on which HPB ceases to use HSP Portal, all personal data will be deleted from the server and personal computers.
- 8.4. HPB may outsource procurement and communication procedure with potential Suppliers to external service providers who act as Processors. Currently, RIS d.o.o. provides HPB with services of using and maintaining application solutions in pertaining to the procurement procedure.
- 8.5. HPB and the Supplier undertake to keep confidential all data, information, documents, products, services, and especially Content and other materials and/or documentation in tangible or intangible form that contain know-how, results of creative or authentic work, business and/or financial investment of the other party and other data designated as secret or confidential, which every reasonable person should consider confidential given the circumstances in which they learned of such information and the disclosure of which to unauthorized third parties could result in harmful consequences for economic interests of the other party and/or its users, customers and/or other business partners to whom such data refers (hereinafter referred to as: **Trade secret**).
- 8.6. HPB and the Supplier undertake to use the other Party's trade secrets only for the purpose for which it has been disclosed in a specific procurement procedure, i.e., within the scope of the business relationship with the other Party and not to disclose such trade secrets to unauthorized third parties without a prior written consent of the other Party.
- 8.7. All employees of HPB and the Supplier, who in any way learn of the information deemed trade secret, must keep such information confidential for the duration of their employment and after the termination of their employment relationship.
- 8.8. The Party responsible for any breach of confidentiality obligation shall be liable for the entire resulting damage suffered by the other Party as a result of breach of confidentiality obligation.
- 8.9. HSP Portal collects only essential cookies. Essential cookies are cookies that are essential for the Portal to function correctly. Such cookies allow the website to function correctly, they record which cookies settings have been selected and prevent certain malicious activities on our pages, thus ensuring security when completing online forms.

9. Anti-corruption clause

9.1. Upon entering, executing, amending, or terminating the Agreement for the procurement of goods and services, the Supplier shall fulfil the following responsibilities:

a) The Supplier, along with its employees, authorized representatives, and intermediaries, pledge to the Bank, as the procurer of goods and services, to maintain integrity throughout the process and avoid any illicit practices. They shall refrain from offering, promising, claiming, giving, or soliciting, either directly or indirectly, any funds, gifts that surpass reasonable value, or any other advantages that exceed normal business or institutional hospitality practices. Such actions or advantages must not aim to undermine the independence of judgment or the propriety of business conduct, nor lead to any activities that might result in the contracting parties and/or their related individuals breaching any applicable anti-corruption legislation or regulations concerning the prevention of money laundering and the financing of terrorism. This includes adhering to the Bank's internal acts that govern these matters, available on the Bank's official website. This responsibility particularly applies to illicit payments or the provision of gifts aimed at gaining undue advantages for any representative, intermediary, or third party acting on behalf of and for the account of the Supplier, particularly to public officials, their family members, or close associates, in ways that could breach applicable anti-corruption legislation. Additionally, it applies to situations outlined in sections 1 to 3 of Article 3 of the Anti-Money Laundering and Counter-Terrorist Financing Act.

b) The Supplier declares and assures that they are neither being investigated by any state agency nor have they faced charges or convictions for crimes related to money laundering and/or terrorism financing. Furthermore, the Supplier commits to immediately notify the Bank in cases where they become aware or have reasonable suspicion of any breaches of obligations from point a. related to the negotiations, conclusion, or execution of the Agreement for the procurement of goods and services or other legal transactions arising from that Agreement. The notification shall be delivered to the Bank at the address of its headquarters, marked 'For the attention of the Compliance Department,' or sent to the email address compliance@hpb.hr.

9.2. Should the Supplier violate or fail to adhere to the terms of this article or any applicable laws aimed at combating corruption and money laundering during the execution of the Agreement for the procurement of goods and services, the Bank shall be entitled to terminate the Agreement at any moment. Furthermore, the Bank may seek reimbursement from the Supplier for the total amount of damages sustained.

10. Supplier principles

The Supplier who has already established or wishes to engage in a long-term business relationship with the Bank, undertakes to accept the main principles and expectations that the Bank has set out in the Supplier Principles.

Supplier Principles are available from: <https://www.hpb.hr/UserDocsImages/odrzivo-poslovanje/SUPPLIER%20PRINCIPLES.pdf?vel=138753>

11. Governing law and jurisdiction

These Terms of Use shall be construed and the provisions hereof interpreted under and in accordance with the laws of the Republic of Croatia. In case of a dispute as to these Terms of Use, the matter shall be referred to the competent court in Zagreb.

12. Final provisions

These Terms of Use shall enter into force as of 6 March 2023.