

Pursuant to Article 13 of the Articles of Association of HRVATSKA POŠTANSKA BANKA plc, with its registered office at Jurišićeva ulica 4, Zagreb, the Management Board of the Bank adopted on 8 April 2026 the following

GENERAL TERMS AND CONDITIONS FOR SUPPLIERS OF HRVATSKA POŠTANSKA BANKA plc

1. Introductory Provisions

- 1.1. HRVATSKA POŠTANSKA BANKA plc (hereinafter: **HPB**) has established this portal, the HPB Supplier Portal (hereinafter: **HPD, Portal** or the **Platforma**) as a platform intended to facilitate the highest-quality and most efficient procurement process and communication with potential Suppliers (1.3) and customers. HPB administers the Portal and manages all Content (1.5) published thereon by HPB or uploaded thereto by HPB's Suppliers.
- 1.2. These Terms of Use of HPD (hereinafter: **the Terms** or **the Terms of Use**) and the applicable laws and regulations of the Republic of Croatia shall govern the use of HPD and all content available thereon. Upon Registration (2) on HPD, the Supplier shall be required to read and accept these Terms. Notwithstanding the foregoing, by the mere act of first accessing and/or using the Portal, the Supplier shall be deemed to have familiarised itself with all provisions of these Terms, to have understood them, and to have accepted them.

A Supplier that does not accept these Terms should not access HPD, should not register, should not submit (or upload) any content, and should not use any content made available through the Portal. Any questions or uncertainties relating to these Terms of Use may be submitted to: podrska@ensolva.com

HPB reserves the right, at its sole discretion, at any time and without prior notice, to amend the content, appearance and/or manner of use of HPD, including, without limitation, by adding, supplementing, editing or removing any content, including complete discontinuation of the Portal, as well as the right to amend and/or supplement these Terms of Use. Any and all changes, amendments or supplements to the Portal, the content and/or these Terms shall take effect on the date of their publication on the Portal. The Supplier shall be obliged to review the Terms of Use regularly and shall be deemed, upon each access to HPD, to have read and accepted the then current published version thereof.

Where HPB and the Supplier have entered into a separate agreement governing matters that are also governed by these Terms, whether in the same or a different manner, the provisions of such separate agreement shall prevail.

- 1.3. A Supplier is a legal entity or a natural person who, by registering on the Portal, confirms its intention and willingness to be entered in HPB's Supplier records and to participate in the procurement procedures for which it applies or in respect of which it submits its offer.
- 1.4. By registering on HPD, the Supplier accepts these Terms and selects its username, e-mail address and password, which it shall use to log in to the Portal (hereinafter: **Log-in Credentials**).

- 1.5. The Supplier shall bear sole responsibility for the content, truthfulness, accuracy, completeness, quality and all other properties and characteristics of the information, data, documents and any materials, in any form whatsoever, including, without limitation, offers, price lists, catalogues, photographs and the like (hereinafter: **Content**), which the Supplier submits or uploads via HPD. Such responsibility shall in particular include liability for any infringement of trade secrets, copyright and other intellectual property rights, personality rights, in particular honour, reputation, dignity and privacy, as well as any other rights of HPB, other Suppliers or third parties (hereinafter: **Third-Party Rights**) that may arise in connection with the Content submitted by the Supplier to HPB via HPD.

2. Registration and Log-in Credentials

- 2.1. In order to ensure the security of data and business transactions, access to and use of HPD shall be available only to registered Suppliers. Registration is voluntary; however, if a Supplier wishes to participate in any procurement procedure announced by HPB, it must first register on the Portal. The Registration procedure need only be completed once. Thereafter, the Supplier shall use its registered e-mail address and chosen password as its Log-in Credentials to access the HPD system. The Log-in Credentials enable the Supplier to enter, review, amend and manage its own Content and, where applicable, to give or withdraw consent to specific data processing activities. The Supplier may request HPB to delete its user account at any time.
- 2.2. Upon Registration, the Supplier shall select its username, i.e. the e-mail address that it will use to log in to the HPD system and to which it will receive all electronic correspondence relating to the use of the Portal. Registration of a username that is unlawful, unethical, offensive or otherwise infringes Third-Party Rights shall not be permitted. HPB reserves the right to reject the registration of a Supplier using such a username and, on that basis, to suspend or terminate the Supplier's user account at any time without prior warning.
- 2.3. The initial password for access to the Portal shall be assigned to the Supplier automatically, and the Supplier shall be required to change such initial password to a password of its own choosing at the earliest possible opportunity.
- 2.4. The Supplier undertakes to provide true, accurate and complete information and data required for Registration and to update them from time to time as necessary, in particular contact details such as company name/business name, postal address, name of the contact person, telephone, fax and mobile phone numbers, e-mail addresses and similar details. By entering personal data into the HPD system, both during Registration and subsequently, for example in the course of any procurement procedure conducted via HPD, the Supplier warrants that the relevant natural person has been informed of the processing of his or her personal data and has been provided with the relevant information regarding the processing of the personal data being submitted, which HPB collects, processes and uses for that purpose, in accordance with the principles and rules laid down in HPB's Personal Data Protection Policy, publicly available on the Bank's website at www.hpb.hr.
- 2.5. Any conduct contrary to the foregoing may result in impeded communication with the Supplier, the Supplier's inability to participate in a procurement procedure, and may also constitute a breach of these Terms and/or the applicable laws and regulations, which may ultimately result in the suspension or termination of the Supplier's user account, including without prior warning.
- 2.6. Upon completion of the Registration procedure, the Supplier shall receive by e-mail a link for the verification of the data entered. Registration shall be deemed fully completed, and the Supplier shall be entitled to commence use of the Portal, only after it has verified the entered data through the link provided, whereby it assumes responsibility for all activities conducted through its user account and/or under its username. The Supplier alone shall manage its own

Log-in Credentials, determine the manner and scope of use of its Log-in Credentials and user account, and ensure that only its duly authorised employees or other duly authorised persons complete the Registration, access the Portal and log in to its system.

- 2.7. The Supplier shall keep all user account data, and in particular its chosen password, strictly confidential, shall ensure their security and protection against unauthorised disclosure, access or misuse, and shall change its password from time to time. The Supplier shall be solely liable for any and all loss or damage incurred by the Supplier itself, HPB, other Suppliers or any third party as a result of unauthorised disclosure and/or use or misuse of its Log-in Credentials or other data relating to its user account, as well as for all Content published under its username.
- 2.8. If the Supplier suspects, detects or otherwise becomes aware of any unauthorised use or misuse of its user account, it shall notify HPB thereof without delay by e-mail sent to: podrska@ris.hr. Upon receipt of such notification from the Supplier, HPB shall, as soon as reasonably practicable, disable access to the Supplier's user account through the compromised Log-in Credentials. Access shall be reactivated once HPB and the Supplier have carried out a validation procedure or a repeated Registration procedure.
- 2.9. HPB hereby excludes, to the fullest extent permitted by law, any liability towards the Supplier arising out of or in connection with any unauthorised Registration or any misuse of the Supplier's user account, Log-in Credentials or Content resulting from the Supplier's conduct contrary to the provisions of this Article or arising out of or in connection with appropriate measures taken by HPB pursuant to and in accordance with the provisions of this Article.

3. Rights of Use of HPD and Content

- 3.1. The use of the Portal and of the content published and/or made available through HPD shall be governed by the provisions of these Terms and by the applicable laws and regulations of the Republic of Croatia. HPB shall use reasonable efforts to ensure that HPD, all of its functionalities and all Content are available at all times, in accordance with these Terms of Use.
- 3.2. All rights in and to the Portal, including the domain name, the related software, the appearance of the user interface, the company name, trade marks, service marks or other marks, as well as all Content published by HPB, shall vest in HPB or in third parties that have authorised HPB to publish and/or use their Content. All rights are reserved unless expressly stated otherwise in writing. HPB warrants that the Content it publishes, as well as its own products and/or services, are truthful, accurate, complete and up to date.
- 3.3. The Supplier shall be entitled to access and use the Portal, as well as the relevant available Content, solely for the purposes for which they are intended, namely for the needs of the relevant procurement procedure or within the scope of its business relationship with HPB.
- 3.4. In particular, the Supplier shall not be authorised, without the prior written consent of HPB, to download, store, print, reproduce, modify, publish, distribute, lease, lend, exhibit or display to the public, or otherwise use, any available Content, in whole or in part, except as expressly permitted under this Article. Such consent may also be given in the form of an appropriate notice or statement published together with such Content on HPD.
- 3.5. Unless expressly provided otherwise in writing, the Supplier shall not be authorised to install, reproduce, distribute, modify or otherwise use, nor to decompile or disassemble, any software operating HPD or made available by HPB for the purposes of, or in connection with, the use of the Portal, nor to perform reverse engineering thereof.
- 3.6. All rights in and to the Content that the Supplier submits, uploads or otherwise makes available to HPB through the Portal shall vest in the Supplier or in third parties that have authorised the

Supplier to use such Content. The Supplier warrants and shall be liable in respect of such Content in the manner set out in Articles 4 to 8 of these Terms.

- 3.7. The Supplier hereby authorises HPB to download, store, print, reproduce, distribute and otherwise use the Content in any other appropriate manner solely for the purposes for which it is intended, namely for the needs of the relevant procurement procedure or within the scope of its business relationship with the Supplier.
- 3.8. Before providing any Content to HPB, the Supplier undertakes to designate in an appropriate manner any Content protected by trade secret, copyright or other intellectual property rights, or by any other rights, and to expressly notify HPB in writing of any restrictions applicable to the use of such Content.
- 3.9. For the purposes of the preceding provision, the requirement of written form shall be deemed satisfied where the relevant note or notice is submitted to HPB through the Portal no later than simultaneously with the Content to which it relates.

4. Intellectual Property

- 4.1. The Portal as a whole, as well as its individual segments and the related Content, may be protected by intellectual property rights and other rights in accordance with the applicable laws and regulations of the Republic of Croatia, as well as international treaties and other instruments of international law. Where such protection exists, the Supplier undertakes to act in compliance with the applicable regulations and, in particular, not to remove any alphanumeric designations or other notices relating to intellectual property rights, including, without limitation, notices relating to trade secrets, copyright, trade mark rights, design rights or patent rights, which may be contained in the Portal and/or the Content.
- 4.2. HPB shall examine without delay any notice submitted by the Supplier regarding an infringement of rights referred to in this Article. The Supplier undertakes to provide HPB with full cooperation and assistance in establishing the relevant facts and remedying any irregularities. If HPB determines that a reported irregularity or infringement exists, or that there is a possibility of its occurrence, or in any other case in which HPB deems it necessary, justified or appropriate, HPB may, without delay and without prior notice to the Supplier, temporarily or permanently remove from HPD any Content that infringes the applicable laws and regulations, the provisions of these Terms of Use and/or Third-Party Rights and, depending on the circumstances of the individual case, suspend or terminate the Supplier's user account.
- 4.3. In the event of suspension or termination of the Supplier's user account, the Supplier shall remain liable for any infringements committed and/or any loss or damage caused during the use of HPD. The Supplier undertakes to compensate HPB and/or the relevant third party for any and all loss, damage and costs arising from any breach of the laws and regulations and/or the rights referred to in this Article.
- 4.4. HPB hereby excludes, to the fullest extent permitted by law, any liability towards the Supplier arising out of or in connection with the measures taken by HPB on the basis of and in accordance with the provisions of this Article.
- 4.5. All ideas, improvements, enhancements, designs, analyses, trade marks, service marks and other indicia of origin, texts, audiovisual works, concepts, reports, and all similar related or derivative information or works, regardless of whether they are patentable or subject to copyright protection, including, without limitation, all patents, copyrights, trade marks and registrations of any of the foregoing, together with the rights to use, exploit, reproduce, publish, license or create derivative works therefrom, insofar as related to the Portal, shall belong exclusively to HPB.

5. Obligations of the Supplier

- 5.1. The Supplier undertakes, at its own expense, to ensure the proper configuration and functioning of its own computer, or of the computer through which it accesses the Portal, and to secure appropriate Internet access. Optimal use of HPD is enabled through the use of Microsoft Internet Explorer (version 8 and above), Microsoft Edge, Google Chrome, Mozilla Firefox and Safari browsers. HPB notes that other web browsers may not provide an optimal user experience of the Portal. HPB shall not be liable to the Supplier for any inability to make optimal use of the Portal where this results from a lack of Internet availability or reduced Internet availability.
- 5.2. The Supplier undertakes that it shall not:
- through the Portal or in any other manner, directly or indirectly, upload, publish, send and/or exchange Content that infringes applicable laws and regulations, including, without limitation, untrue, offensive, threatening, obscene, abusive, vulgar, racist or other inappropriate Content that incites hatred of any kind, as well as Content that infringes third-party intellectual property rights, in particular copyright, rights in a company name, trade mark rights, design rights, trade secrets or other confidential information, or any other rights, in particular personality rights, including the rights to honour, reputation, dignity, privacy and protection of personal data, the rights of children, and the like, including private e-mails and other correspondence or communications;
 - through the Portal or in any other manner, directly or indirectly, upload, publish, send and/or exchange Content in respect of which the Supplier is not the holder of copyright and/or other relevant intellectual property rights, or for the use of which it has not obtained the permission of the rights holder;
 - through the Portal or in any other manner, directly or indirectly, upload, publish, send and/or exchange unsolicited Content addressed to HPB, other Suppliers or third parties without their prior consent or request, such as multiple transmission of material of the same or substantially similar content (spam/hoax messages), chain letters, pyramid schemes and the like;
 - through the Portal or in any other manner, directly or indirectly, advertise its own products, services, websites or blogs in a manner contrary to the purpose and intended use of the Portal;
 - through the Portal or in any other manner, directly or indirectly, knowingly upload, publish, send and/or exchange Content containing computer viruses, worms, malicious code, files or programs that may disrupt, restrict or destroy any computer program, computer equipment or other equipment;
 - in any way interfere with or prevent the use of the Portal by HPB or other Suppliers;
 - through the Portal or in any other manner, directly or indirectly, collect, store, disclose or otherwise process, publish or use personal data without valid consent from the data subject or the persons to whom such data relate;
 - through the Portal or in any other manner, directly or indirectly, including through private messages, falsely represent itself for the purpose of threatening, manipulating, deceiving or misleading HPB, other Suppliers or third parties;
 - use the Portal, its functionalities and/or any Content in a manner that may cause harm to HPB, other Suppliers, HPB's partners, customers or any third parties; or
 - use any Content, in whole or in part, for commercial purposes without HPB's prior written consent.

- 5.3. HPB shall examine without delay any breach of the Supplier's obligations under this Article, including any report by a third party of a breach by the Supplier of its obligations under paragraph 5.2 of this Article. The Supplier undertakes to provide HPB with full cooperation and assistance in establishing the relevant facts and remedying any such breach. If HPB determines that a breach of any obligation of the Supplier has occurred, as a result of which a breach of any obligation set out in paragraph 5.2 of this Article has occurred or may occur, or in any other case in which HPB deems it necessary, justified or appropriate, HPB may, without delay and without prior notice to the Supplier, temporarily or permanently remove from HPD any Content that infringes applicable laws and regulations, the provisions of these Terms of Use and/or Third-Party Rights and, depending on the circumstances of the individual case, suspend or terminate the Supplier's user account.
- 5.4. In the event of suspension or termination of the Supplier's user account, the Supplier shall remain liable for any breaches committed and/or any loss or damage caused during the use of HPD. The Supplier undertakes to compensate HPB and/or the relevant third party for any and all loss, damage and costs arising from any breach of the laws and regulations and the obligations set out in paragraph 5.2 of this Article.
- 5.5. HPB hereby excludes, to the fullest extent permitted by law, any liability towards the Supplier arising out of or in connection with the measures taken by HPB on the basis of and in accordance with the provisions of this Article.

6. Warranties

- 6.1. HPB does not warrant:
 - the truthfulness, accuracy, completeness or up-to-dateness of the data used by the Supplier in its business activities and transactions, where such data have been collected from the Supplier for the purposes of HPB's internal records upon Registration or upon application to participate in any procurement procedure;
 - the Supplier's legal capacity and authority to enter into any agreements, in particular sale and purchase agreements, service agreements and other agreements;
 - the absence of errors in the Portal or in the Content, nor the uninterrupted availability of the Portal at all times; or
 - the manner in which the Portal or the Content is used by the Supplier or by third parties.
- 6.2. In respect of the Content that the Supplier submits, uploads or otherwise makes available to HPB through the Portal, the Supplier warrants to HPB that:
 - such Content is lawful, truthful, accurate, complete and up to date;
 - the Supplier is the holder of copyright and/or other intellectual property rights in such Content and has full authority to grant in favour of HPB the relevant rights in accordance with these Terms of Use, and in particular Article 3 thereof;
 - the Supplier is the lawful holder of the rights in such Content, that is, that it has acquired such rights lawfully;
 - any Content protected by a trade secret, copyright, any other intellectual property right or any other right does not in any way infringe Third-Party Rights; and

- the use of the Content in accordance with these Terms shall not cause any loss or damage, whether pecuniary or non-pecuniary, direct or indirect, to HPB, other Suppliers or third parties.
- 6.3. The Supplier undertakes to indemnify and hold harmless HPB against any and all third-party claims for damages brought against HPB as a result of a breach of the Supplier's warranties under paragraph 6.2 of this Article and, to the extent permitted by the applicable laws and regulations and by the circumstances of the case, to join, conduct or otherwise participate in any litigation, arbitration, mediation or settlement negotiations in lieu of HPB or on HPB's side, including in the capacity of predecessor or intervenor, as applicable.
- 6.4. HPB undertakes to notify the Supplier without delay of any such claim and to provide, at the Supplier's expense, appropriate support in resolving such claim.
- 6.5. The Supplier undertakes to compensate HPB and/or the relevant third party for any and all loss, damage and costs arising from a breach of the warranties, or of the relevant Third-Party Rights, referred to in paragraph 6.2 of this Article.

7. Liability

- 7.1. Any and all Content made available through the Portal, in any manner and in any form, shall be provided exclusively on an "as is" and "as available" basis, and HPB makes no representations or warranties and assumes no obligations or liability whatsoever in relation to any Content of the Supplier or of any third party.
- 7.2. The Supplier shall use HPD, and shall rely on, download, upload or otherwise use any Content, solely at its own risk. HPB's liability towards the Supplier or any third party for any loss or damage in connection with HPD and/or any Content, including, in particular, loss of profit, loss of business opportunity, loss of data or any other consequential loss or damage, shall be excluded to the fullest extent permitted by the applicable laws and regulations.
- 7.3. Although HPB uses reasonable efforts to ensure the availability and proper functioning of the Portal and/or the Content, HPB does not warrant that HPD and/or any Content will be free from errors or from computer programs that could cause loss or damage to the Supplier or to third parties. Before accessing the Portal and downloading or uploading any Content, the Supplier shall ensure the protection of its own IT systems and take appropriate security measures, including the use of antivirus software, in order to prevent infection of the Supplier's systems by viruses through HPD, in accordance with the relevant obligations of the Supplier set out in Article 5 of these Terms.
- 7.4. To the fullest extent permitted by the applicable laws and regulations, HPB excludes liability for any loss or damage:
- caused by or suffered by Suppliers and/or third parties in connection with the use of the Portal contrary to the provisions of these Terms of Use and the applicable laws and regulations, in particular in connection with any Content published on HPD, any misuse, destruction or damage of or to any Content or functionality, misuse of a user account and the like;
 - caused to other Suppliers and/or third parties by an infringement of Third-Party Rights arising from the publication, uploading or use of the Supplier's Content; or

- suffered by Suppliers and/or third parties as a result of the temporary or permanent unavailability, modification or removal of individual Content, functionalities, services, the design or concept of HPD, user accounts or the entire Platform.

7.5 Unless expressly provided otherwise in these Terms, the Supplier shall be liable to HPB, other Suppliers and/or third parties for any and all loss or damage caused by its breach of any provision of these Terms of Use or of the applicable laws and regulations of the Republic of Croatia.

8. Personal Data Protection, Confidentiality, Cookies

- 8.1. HPB processes personal data in accordance with the principles and rules set out in the Personal Data Protection Policy of HRVATSKA POŠTANSKA BANKA plc, which is publicly available on the Bank's website at www.hpb.hr.
- 8.2. Personal data shall be processed solely for the purpose of registration on the HPD Portal, as well as for the purpose of performing contractual obligations towards HPB.
- 8.3. On the date on which HPB ceases to use the HPD Portal, all personal data shall be deleted from the servers and personal computers.
- 8.4. HPB may outsource the procurement procedure and communication with potential Suppliers to external service providers acting in the capacity of data processors. At present, RIS d.o.o. provides HPB with services relating to the use and maintenance of application solutions connected with the procurement procedure.
- 8.5. HPB and the Supplier undertake to keep confidential all data, information, documents, products and services, and in particular any Content, as well as other materials and/or documentation in tangible or intangible form, which constitute know-how, the results of creative work, or the results of the other party's creative, business and/or financial investment, as well as other data designated as secret or confidential, or which any reasonably prudent person should consider confidential in view of the circumstances in which such person became aware of them, and the disclosure of which to unauthorised third parties could have adverse effects on the economic interests of the other party and/or its users, customers and/or other business partners to whom such data relate (hereinafter: **Trade Secret**).
- 8.6. HPB and the Supplier undertake to use the other party's Trade Secret solely for the purpose for which it was disclosed, namely for the needs of the relevant procurement procedure or within the scope of the business relationship with the other party, and not to disclose it to any unauthorised third party without the prior written consent of the other party.
- 8.7. All employees of HPB and the Supplier who in any way become aware of data deemed to constitute a Trade Secret shall be obliged to preserve its confidentiality both during the term of their employment and after the termination of their employment.
- 8.8. The party in breach of the obligation to preserve the confidentiality of data shall be liable for the full amount of loss or damage suffered by the other party as a result of such breach.
- 8.9. The HPD Portal uses only strictly necessary cookies. Strictly necessary cookies are those without which the Portal website could not function properly. These cookies enable the website to operate properly, record the cookie settings you have selected, and prevent certain malicious activities on our websites, thereby ensuring a secure environment for entering data into online forms.

9. Anti-Corruption Clause

For the purpose of ensuring integrity in business operations and compliance with anti-corruption laws and regulations, programmes, initiatives and mandatory anti-corruption measures, HPB applies, in its relationships with Suppliers, an anti-corruption clause intended to ensure that all Suppliers adhere to equivalent standards of business conduct. In entering into, performing, amending or terminating an Agreement for the procurement of goods and services, HPB and the Supplier, as contracting parties, undertake to comply with the following obligations:

The contracting parties undertake to act in compliance with the laws and regulations relating to the prevention of bribery and corruption and the prevention of money laundering and terrorist financing. During the term of the Agreement and after its termination, the parties shall not, whether directly or indirectly, offer, give or promise any undue advantage to employees, authorised representatives, intermediaries or third parties acting in the name of, or for the account of, either contracting party. In the event of a substantiated suspicion of corrupt conduct, each party shall be obliged to notify the other party thereof without delay and shall be entitled to take appropriate measures, including termination of the Agreement at any time and claiming compensation for the full amount of loss or damage suffered.

10. Supplier Principles

The Supplier accepts the principal standards and expectations that HPB sets for suppliers that have established, or wish to establish and maintain, a business relationship with HPB.

The Supplier Principles are available at the following link: <https://www.hpb.hr/UserDocsImages/odrzivo-poslovanje/NA%C4%8CELA%20ZA%20DOBAVLJA%C4%8CE%203.12.2025.160149.pdf?vel=213095>

11. Governing Law and Jurisdiction

These Terms of Use of HPD shall be governed by and construed in accordance with the laws of the Republic of Croatia. In the event of any dispute arising out of or in connection with these Terms, jurisdiction shall lie with the court in Zagreb having subject-matter jurisdiction.

12. Final Provisions

These Terms of Use shall apply as from 20 April 2026.

On the date of entry into force of these Terms of Use, the General Terms and Conditions for Suppliers of HRVATSKA POŠTANSKA BANKA plc that have been in force since 6 March 2023 shall be repealed and shall cease to have effect.

HRVATSKA POŠTANSKA BANKA public limited company