



HRVATSKA BANKA ZA OBNOVU I RAZVITAK

**Decision on General Terms and Conditions of Lending Activities
of Hrvatska banka za obnovu i razvitak
(Consolidated Text)**

Zagreb, August 2020

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Pursuant to Article 13, paragraph 3, item 10 of the By-laws of Hrvatska banka za obnovu i razvitak (hereinafter: HBOR), the Management Board of HBOR adopted, at its 43rd meeting held on 26 October 2015, the consolidated text of the Decision on General Terms and Conditions of Lending Activities of Hrvatska banka za obnovu i razvitak.

The consolidated text is comprised of the text of the Decision on General Terms and Conditions of Lending Activities of Hrvatska banka za obnovu i razvitak adopted by the Management Board of HBOR at its 37th meeting held on 16 September 2010 and the amendments to the Decision on General Terms and Conditions of Lending Activities of Hrvatska banka za obnovu i razvitak adopted by the Management Board of HBOR at its 41st meeting held on 18 October 2012, at its 2nd meeting held on 15 January 2014, at its 43rd meeting held on 4 November 2014, at its 24th meeting held on 15 June 2015 and at its 60th meeting held on 28 August 2020.

**DECISION ON GENERAL TERMS AND CONDITIONS
OF LENDING ACTIVITIES
OF HRVATSKA BANKA ZA OBNOVU I RAZVITAK**
Consolidated Text

1. Introduction

This Decision on General Terms and Conditions of Lending Activities of Hrvatska banka za obnovu i razvitak (hereinafter: the Decision) regulates individual aspects of HBOR's lending operations in the country and abroad that are common to all loan programmes implemented by HBOR.

This Decision is considered to be a supplement to every loan programme and loan contract, and the provisions of a loan contract shall be the first to apply to a loan relationship, whereas the provisions of a loan programme shall be the second to apply and the provisions of this Decision shall be the last to apply.

Unless otherwise agreed with the principal within the framework of a mandate transaction or a commission transaction, this Decision applies both to mandate and commission transactions performed by HBOR.

2. Manner in which HBOR Conducts Operations

HBOR carries out its loan transactions on the basis of special loan programmes in accordance with HBOR's Loan Policy.

HBOR implements loan programmes:

- By on-lending through commercial banks, or
- By direct lending.

3. Loan Programmes

In a loan programme, HBOR will determine a target group of loan borrowers and other significant loan elements, such as:

- Manner of programme implementation,
- Purpose for which loan funds can be utilised,

- Loan amount limits, possibly,
- Investor's own funds,
- Disbursement period, grace period and repayment period,
- Type and level of interest rate, manner of interest calculation and collection,
- Type and level of fee,
- Disbursement of loan,
- Collateral,
- Documentation required for the processing of a loan application,
- List of commercial banks that have entered into a cooperation agreement on the implementation of loan programmes (in case of loans on-lent through commercial banks).

Loan programmes will, for HBOR's decision-making bodies in charge, constitute neither formal nor administrative obstacles to considering also those loan applications that do not fully meet the criteria contained in a loan programme.

4. Main Loan Application Processing Procedures

The procedure of processing a loan application varies depending on whether a loan is extended directly or through a commercial bank.

In principle, the procedure of processing a loan application will include the following steps:

- Receipt of a loan application, its being entered into records and verification of its formal correctness,
- Loan application appraisal from both the financial and non-financial standpoints, assessment of collateral,
- Drafting a loan proposal,
- Decision-making,
- Concluding a contract,
- Receipt and registration of collateral, and
- Disbursement.

In the case of incomplete documentation or deficient loan application (deficiencies may relate to the application and/or to the enclosures required to support the application), HBOR shall have the right to return the application to the applicant without any further processing.

In the case of a rejection of a loan application, i.e. in the case of a loan not being approved, HBOR shall not be obliged to explain its decision to the applicant.

5. HBOR Lending Activities

5.1. Loan Types

HBOR extends long-term and short-term loans.

Loans can be extended in:

- HRK,
- HRK indexed to foreign currency,
- Foreign currency.

5.2. Loan Purpose

HBOR grants loans for specified purposes. The eligible purpose of a loan will be specified in a loan programme. In principle, when agreeing a loan, HBOR specifies the main purposes and the respective amounts.

If, when disbursing a loan, deviations of up to 10% from amounts determined for individual purposes in the contract occur within the approved amount of the loan resulting in an amount lower than the anticipated one, the undisbursed amount can be reallocated to other purposes during the loan disbursement period, except for working capital. Reallocation to working capital, up to the amount prescribed in a loan programme, can be made only if a project has been completed and the agreed loan amount has not been completely disbursed. In the case of deviations of more than 10% from amounts determined for individual purposes in the contract, the reallocation of funds is possible only with a prior consent of HBOR.

HBOR shall have the right to verify the proper utilisation of loan funds. In the case of loans on-lent through commercial banks, the commercial bank shall be obliged to verify the proper utilisation of loan funds, however, HBOR reserves the right to verify the proper utilisation of loan funds with both the commercial bank and the final borrower.

The borrower shall be obliged to utilise the loan funds for the purposes specified. In the case of loan funds having been utilised for purposes other than those specified, HBOR shall have the right to terminate the loan contract and demand the repayment of the entire amount receivable under the loan. In addition, if loan funds have been utilised for purposes other than those specified, HBOR shall charge penalty interest on the amount of the loan utilised for the purposes other than those specified from the date when the funds have been utilised for the purposes other than those specified until the repayment of the respective amount to HBOR.

5.3. Loan Amount

HBOR can, under individual loan programmes, determine the maximum and the minimum loan amounts. HBOR shall consider loan application amounts deviating up to 5% from the respective limits as acceptable.

In cases where a loan amount is not limited by the loan programme, when considering the approval of loan, HBOR takes into account purpose of loan, required borrower's own funds, assessment of risk associated with the respective placement and available HBOR's funds.

5.4. Investor's Own Funds

HBOR finances a percentage of the total investment amount, i.e. of the total estimated investment value that is determined in the individual loan programme.

HBOR can finance up to 100% of the total estimated investment value, i.e. of the total investment amount in the following cases:

- In cases where funds are invested in a region of special state concern, the islands, a hill or mountain area, a supported area (units of local government classified in groups I or II

according to the Development Index) pursuant to the Act on Regional Development of the Republic of Croatia (Narodne Novine, the Official Gazette of the Republic of Croatia No. 147/14) and the Decision on Classification of Units of Local and Regional Government by the Development Level (Narodne Novine No. 159/2013),

- In cases where investors have suffered direct war damage,
- If the investor is a natural person with the status of Homeland War victim,
- In cases where investments are carried out in accordance with the Operational Programmes of the Government of the Republic of Croatia.

In principle, HBOR accepts the following as the investor's own funds:

- Investor's own financial means,
- Investor's fixed assets acquired specifically for the purpose of the investment,
- Loan funds extended by other financial institutions,
- Financial means of other legal entities or natural persons,
- Supplier credit,
- Other legal and natural persons' contributions (in cash or in goods).

In principle, investors will be obliged to provide evidence that, for the implementation of the investment, they have used the following means:

- Investor's own financial means: by a photocopy of a statement evidencing cash transactions from the business account to the business account of the supplier/contractor,
- Investor's fixed assets acquired specifically for the purpose of the investment: by a document evidencing their entry into the records of fixed assets of a crafts business or into the business records of a company,
- Loan funds extended by other financial institutions: by a document evidencing the entry of funds into the business records, by photocopies of contracts and by photocopies of documents evidencing the spending of funds,
- Financial means of other legal entities or natural persons: by a document evidencing the entry of funds into the business records, by photocopies of contracts and by photocopies of documents evidencing the spending of funds,
- Supplier credit: by a contract concluded with the supplier and by a document evidencing the entry into the business records,
- Other legal and natural persons' contributions (in cash or in goods): by a photocopy of a contract and by photocopies of documents evidencing the completed transactions.

In addition to the above, the minutes drafted by HBOR's expert teams on the verification of the proper utilisation of investor's funds will also be accepted as evidence that the investor's own funds and funds from other sources have been used.

5.5. Disbursement Period

The loan disbursement period will generally last 12 months, although, upon request, the loan disbursement period can be extended or shortened depending on the investment type and dynamics.

The loan disbursement period will be determined by specifying the date until which loan proceeds can be disbursed. In principle, this date can be only the last day of a month. It is possible to suggest another date in accordance with the provisions of the loan programme or pursuant to individual decisions made by HBOR's competent decision-making bodies.

5.6. Manner of Loan Disbursement

After a loan contract has been signed, the loan can be disbursed if both the preconditions for disbursement determined in the loan contract and the following preconditions have been met:

- All contracted collateral instruments have been received and registered,
- Loan application fee has been paid in accordance with the contract,
- There exist no overdue liabilities on the part of investor/borrower towards HBOR on any basis,
- All required documents pertaining to the proper utilisation and disbursement of loan or the disbursement request from the commercial bank have been submitted to HBOR.

If, on the basis of the provisions of the loan contract, certain preconditions referred to in this Decision are excluded, provisions contained in the loan contract shall be decisive for the disbursement of the loan, whereas only those preconditions contained in this Decision that are not contrary to the provisions and preconditions listed in the loan contract shall apply.

Loan proceeds will be disbursed on the basis of a documented and written request of the borrower. Before disbursing the loan proceeds, HBOR will verify the submitted disbursement request. A scanned copy of original request submitted by electronic means shall be accepted as the written request provided that the original document is submitted subsequently.

If a loan is on-lent through a commercial bank, except in the case of a loan being on-lent through a foreign commercial bank, the loan disbursement request will be submitted to HBOR by the commercial bank. The commercial bank will be obliged to previously verify the request. The commercial bank need not enclose the documentation with the loan disbursement request, but it will be obliged to keep it and to allow HBOR access to it if necessary. In the case of a loan extended directly to a foreign commercial bank, the loan disbursement request shall be submitted to HBOR by the exporter.

In the case of direct financing, HBOR in principle makes no disbursements to the borrower; it rather pays directly to suppliers or contractors upon the borrower's order. In the case of a placement via a commercial bank, HBOR disburses funds to the commercial bank, and the commercial bank shall be obliged to obey the same disbursement principles of paying the suppliers, etc. at the request of the final borrower.

In the case of direct financing of working capital under investment projects, HBOR disburses funds to the business account of the borrower in order to make it possible for the borrower to make payments on its own. The commercial bank disburses funds for the financing of working capital that have been remitted to it for the final borrower following the same principle.

In the case of direct financing of working capital only, HBOR may disburse up to 20% of the loan amount to the business account of the borrower.

The borrower is obliged to submit documentation evidencing that the working capital disbursed to the business account of the borrower has been used for the purpose specified within 30 days from the date of disbursement.

Loans granted for financial refunding/restructuring are disbursed to lenders/creditors directly (closing of obligations towards other lenders/creditors).

In the case of direct loans, it is possible to make an advance payment for the purchase of investment equipment or for the carrying out of construction works in an amount of up to 30%

of the contract value of individual equipment or of up to 10% of construction works. A higher advance payment is possible pursuant to a Decision of HBOR's Management Board or if the borrower obtains a banking guarantee for the repayment of the advance that is acceptable for HBOR. The provisions of this paragraph will not apply to individually contracted values of equipment or works amounting to up to HRK 100,000.00 for micro entrepreneurs, up to HRK 200,000.00 for small entrepreneurs, up to HRK 300,000.00 for medium-sized entrepreneurs and up to HRK 500,000.00 for large entrepreneurs. If the amount of an advance established to equal 30% of the contract value of equipment or 10% of construction works is lower than the stated amounts, it is possible to make an advance payment up to the amounts stated.

Individual equipment or construction works are considered to be a single contractual relationship, invoice for equipment (with or without installation) or similar representing one unit, whereas the size of an entrepreneur is established pursuant to the Small Business Development Promotion Act.

In the loan disbursement period, HBOR may also issue banking guarantees and open letters of credit for the purpose of purchasing fixed assets out of the approved loan proceeds.

In the case of direct foreign transactions, funds will be disbursed directly to the exporter's account with its commercial bank.

In the case of direct lending, the refund of previously invested funds will be accepted only for investments that:

- are as such envisaged by an investment breakdown contained in the investment study on the basis of which the loan has been approved;
- are not investments envisaged by the breakdown of payment sources from the borrower's own funds (including investments in terms of land, buildings, started construction works, etc.);

and for investments/costs arisen:

- a) before the submission of application (costs incurred on the basis of creditor-debtor relationships arisen in the six-month period before loan application submission) that have been assessed as eligible costs;
- b) after the submission of application, bridge loan refund included (closing of approved and drawn down bridge loan of commercial bank if HBOR's prior consent has been requested. Approval and draw-down of bridge loan of commercial bank does not oblige HBOR to approve a loan that is being processed. The risk of the bridge loan is the risk of the commercial bank only.);
- c) as an exception, also after approval/execution of loan contract, when the client makes payments itself (e.g. during realisation of loan collateral for the purpose of swift payment, simplified procedure, etc.).

Refund can be made only after it has been established that a project can be completed within the framework of total funds envisaged in the investment study or the concluded loan contract.

In the case of financing through a commercial bank, the refund of previously invested funds is acceptable only for payments made after the application has been received by HBOR provided they are absolutely necessary and if the commercial bank has, when submitting the loan application, announced the need for the refunding of a part of the loan for the purpose of making payments before the loan becomes effective.

As an exception, if the commercial bank informs HBOR of the fact that a loan application for

the commitment of HBOR's loan is being prepared and credibly explains the need for the refunding, HBOR shall assess the credibility of the request for every individual case and shall apply the rule that the refunding of payments already made can be approved only if such a payment has been made not more than six (6) months prior to the date when HBOR has received the loan application.

5.7. Loan Repayment

In principle, the loan repayment period consists of the grace period and the principal repayment period and is defined by a specified number of instalments/years as stipulated in the loan programme.

It is understood that the grace period represents a part of the aforementioned repayment period, unless expressly provided otherwise.

The grace period is the period during the lifetime of the loan when a borrower is not obliged to repay the principal debt but is obliged to pay the interest.

The grace period starts on the first day upon the expiry of the loan disbursement period and ends on the day that represents the start of the maturity period for the first loan instalment provided that the period depends on the agreed repayment schedule.

The loan repayment period will start on the date agreed as the last date of the disbursement period irrespective of the date during the allowed period when loan proceeds have been entirely disbursed.

In the case of foreign lending transactions, the start of the loan repayment period will be in principle determined by the signing of the final record of the delivery of goods or works/services.

If loan proceeds have not been entirely disbursed and no decision on extending the loan disbursement period has been taken, the repayment period will start for the disbursed part of the loan. In such a case, a loan disbursement cancellation fee will be charged on the undisbursed part of the loan.

The loan repayment period will be agreed by stipulating the number of instalments and the first instalment due date. In principle, this date can be only the last day of a month. Decisions on different requests are made by HBOR's competent body by means of individual loan decisions.

In the case of foreign lending transactions, the first instalment will in principle fall due six months after the beginning of the repayment period.

In principle, the loan repayment will be agreed in equal subsequent three-monthly instalments. Upon demand, the competent HBOR's decision-making body is authorised to approve the repayment in annuities and in justified cases also in unequal instalments or instalments, i.e. annuities, that are based on other time intervals (e.g. monthly, semi-annually, etc.). In the case of foreign lending transactions, the loan repayment will be agreed pursuant to the rules specified in loan programmes and in accordance with OECD consensus.

5.8. Foreign Currency Clause

Loan contracts for foreign currency indexed loans extended in HRK can include a two-way foreign currency clause.

In the case of foreign currency indexed loans, it is understood that all loan disbursement and repayment amounts (principal, interest and fees) in HRK shall be calculated and collected by applying the exchange rate for the foreign currency defined in the contract. The calculation and collection shall be effected in the manner determined in items 5.8.1. and 5.8.2. of this Decision depending on the type of the applied foreign currency clause.

Should a foreign currency of a foreign currency clause cease to exist, the foreign currency that replaces the original foreign currency shall become part of the foreign currency clause on the basis of the same conversion rules applied to the replacement of the original foreign currency.

5.8.1. Loans Extended under a Two-Way Foreign Currency Clause

In principle, loan contracts for loans extended directly to borrowers and loan contracts for loans extended to commercial banks under the foreign currency clause will include a two-way foreign currency clause.

The approved amount of the loan in HRK shall be translated in accordance with the middle exchange rate of the Croatian National Bank into the equivalent value of the foreign currency of the foreign currency clause by applying the exchange rate valid on the date of drafting a loan proposal. The mentioned exchange rate, which is also stated in the draft loan approval decision, in principle, must not be disclosed as valid more than 30 days from the date of the loan approval decision. The amount of the loan determined in the foreign currency is the approved loan amount, i.e. the basis upon which loan disbursements and repayments shall be effected.

Loans committed on the basis of a two-way foreign currency clause will be disbursed in HRK and the disbursement amount shall be translated into the foreign currency in accordance with the middle exchange rate of the Croatian National Bank valid on the date of an individual disbursement provided that the disbursements can be made either in a single amount or successively up to the total amount of the loan approved in the foreign currency. The disbursed loan amount in the foreign currency is the debt of the borrower. Loan repayments shall be effected in HRK and calculated on the basis of the middle exchange rate of the Croatian National Bank valid for the foreign currency of the foreign currency clause on the payment date.

Loans that are partially or entirely financed or refinanced from foreign funds earmarked for specified purposes will be in principle extended by HBOR on the basis of a two-way foreign currency clause. The foreign currency clause shall be based on the foreign currency of the foreign borrowing.

5.8.2. Loans Extended under a One-Way Foreign Currency Clause¹

In case of loans extended in HRK on the basis of a one-way foreign currency clause, disbursements are made in HRK and then the equivalent amount in the foreign currency of the one-way foreign currency clause is calculated by applying the middle exchange rate of the Croatian National Bank on the disbursement date.

Loan funds extended on the basis of a one-way foreign currency clause will be disbursed up to the amount approved in HRK, and the sum of all disbursements translated into the foreign currency in the manner described above shall represent the equivalent amount of the loan in the foreign currency in which the borrower is indebted.

Loan repayment shall be effected in HRK, and the calculation shall be made on the basis of the

¹ HBOR does not approve loans under a one-way foreign currency clause any more; however, there are still loans in repayment that were contracted under a one-way foreign currency clause. Therefore, this item is still in force.

middle exchange rate of the Croatian National Bank valid for the foreign currency of the foreign currency clause on the payment date provided that the loan repayment amounts will not be calculated on the basis of an exchange rate lower than the weighted average exchange rate of the exchange rates applied to loan disbursements.

5.9. Interest Rates and Fees

The types and levels of interest rates, their calculation and collection are stipulated in loan programmes, HBOR's Decision on Interest Rates and Interest Calculation Regulations.

If the type, level, manner of calculation and collection of interest in an individual loan contract deviate from those stated above, the provisions of the loan contract shall apply, whereas the provisions of the loan programme, the Decision on Interest Rates and Interest Calculation Regulations shall be applied to all other issues not regulated by the contract.

If a loan is extended directly, HBOR will apply the interest rate that would be charged to the final borrower if the loan were on-lent through a commercial bank, except in the case of a foreign lending transaction.

The types and levels of fees and the manner of their calculation will be stipulated in the Decision on Fees for HBOR Services.

HBOR shall charge the following fees on its loans:

- loan application processing fee,
- commitment fee,
- prepayment fee,
- loan disbursement cancellation fee.

If the above-mentioned fees are not stipulated in the loan contract, they shall be calculated and charged pursuant to the Decision on Fees for HBOR Services.

In accordance with the nature of business, HBOR will agree on and charge other fees for individual services under a loan if they are envisaged by the Decision on Fees for HBOR Services and/or stipulated by another decision of HBOR's body in charge.

5.10. Payment Sequence

When a borrower pays his/her obligations and the amount paid is lower than the total of his/her due obligations, HBOR shall, regardless of the specified purpose of the payment, settle its receivables in the sequence determined at its own discretion. In doing this, it will take into consideration all receivables due from the borrower, the sequence of maturing of obligations and the quality of collateral. If receivables are secured by various types of collateral, the least secured receivables shall be settled first, and after that, the more secured ones. In case when all maturing obligations are equally secured (as evaluated by HBOR), the earlier maturing obligations shall be settled first and then the ones maturing later, in the following sequence: costs, fees, penalty interest, regular interest and, finally, principal. This payment sequence shall be applied if not contrary to the International Accounting Standards, or enforced collection regulations, respectively.

5.11. Other Loan Contract Obligations

Beside the obligations determined in the loan contract, during a loan relationship until loan repayment, the borrower/final borrower, co-debtors and guarantors are obliged as follows:

- to submit to HBOR and the commercial bank their basic annual and quarterly financial statements, and on written demand of HBOR and/or the commercial bank, other financial, business and other documentation that may be requested by HBOR or the commercial bank, respectively,
- to keep business records pursuant to the Accounting Act, when legal conditions for this have been met,
- in case of direct loans, on the occasion of a merger and/or amalgamation with another company, a making of a decision on dissolution of a company, and in case of any other similar status change, it is necessary to ask for a prior written consent of HBOR,
- in case of on-lending via commercial banks, in case of a status change of the commercial bank, the commercial bank shall be obliged to immediately inform HBOR,
- in case of any changes in: ownership structure, associated entities, authorised representatives, headquarters, changes in accounts etc., to inform HBOR and the commercial bank (in case of on-lending) immediately upon their implementation,
- in case of any changes in address, to immediately inform HBOR of the new address for delivery, or the commercial bank in case of on-lending via commercial banks,
- to complete the project until the date envisaged in the documentation enclosed with the loan application; in case of deviations from the planned dynamics of investment, to immediately inform HBOR thereof in writing and to submit accompanying authentic documentation; the written notification must also contain the projection of investment completion,
- to obtain all necessary permits prescribed by the regulations of the Republic of Croatia in force,
- to keep fixed assets financed from HBOR loan in their ownership and possession until the final loan repayment and maintain, repair, service and renew them in order to maintain them in good condition in compliance with their original purpose, unless HBOR gives its written consent to the contrary,
- during the whole lifetime of a loan, it is necessary, in accordance with the banking practice, to insure the property (movable and immovable) necessary for the implementation of a business process against all customary risks and inform HBOR of any significant alienation of their assets,
- to demand a prior written consent of HBOR for any further endorsement of insurance policies,
- to demand a prior written consent of HBOR for any further encumbrance on assets serving as collateral for HBOR loan,
- to perform their operations in compliance with all primary and secondary legislation, decisions and instructions, orders and other regulations of the bodies in charge relating to their operations, protection of environment, health, people and assets,
- when settling obligations, HBOR shall rank at least equally with all other creditors.

5.12. Changing of Terms and Conditions

HBOR will not accept requests to change terms and conditions of loans already committed

relating to the level of interest rates and fees as well as the manner of their calculation and collection if the requested changes are contrary to this Decision, Decision on HBOR Interest Rates, Interest Calculation Regulations and Decision on Fees for HBOR Services.

Requests to change terms and conditions of loans committed demanding the changing of the loan disbursement period or of the purpose or amount of the loan will be considered acceptable if the borrower explains in detail the requested change and provides justified reasons and if the change of terms and conditions will not adversely affect loan repayment security.

HBOR will consider a request for the prolongation of the grace period or of the repayment period or a request for the increase in the loan amount to be acceptable only in exceptionally justified cases. In such a case, the borrower has to prove that circumstances have arisen that have been beyond his/her control and that he/she was not familiar with them at the moment of loan approval. Changes in terms and conditions must not adversely affect the security of loan repayment. In principle, the deferral of the principal debt repayment will not mean the deferral of the interest payment.

If a change in the contracted disbursement period, grace period or repayment period has been requested, such a request will in principle be considered if received by HBOR no later than 15 (fifteen) days before the start of the period in question.

The decision on the changing of terms and conditions will be reached by HBOR's decision-making body in charge.

HBOR will charge a fee for the changing of loan terms and conditions in accordance with the Decision on Fees for HBOR Services.

6. Mandate Activities

HBOR performs transactions in the name and for the account of others if such transactions are performed in the name and for the account of the Republic of Croatia, State funds and other legal entities.

Performing of mandate activities shall be preceded by a Decision of HBOR's Management Board, unless the activities are imposed by an explicit order of the Government of the Republic of Croatia.

For performing these transactions, HBOR will charge a fee as stipulated in the Decision on Fees for HBOR Services or pursuant to separately agreed terms and conditions in accordance with the decision of HBOR's body in charge.

For performing each individual transaction, a separate contract will be concluded between HBOR and the principal regulating their mutual rights and obligations as well as basic terms and conditions of business activities, whereas all other issues that are not regulated in such a way, will be regulated subsidiarily by this Decision and the provisions of other HBOR's documents.

When concluding such a contract, it is necessary to ensure that the major elements of the accepted transactions do not substantially deviate from the usual HBOR's business transactions as specified by this Decision.

7. HBOR's Placement Security

Security for due loan repayment is regulated by the General Terms and Conditions of Security for HBOR's Placements.

In addition to blank bills of exchange and/or debt instruments ("zadužnice"), HBOR will generally accept the following collateral:

- pledge of / fiduciary title to immovable property,
- pledge of / fiduciary title to movable property,
- pledge of deposits,
- pledge of securities,
- bank guarantees,
- guarantees of the Republic of Croatia,
- guarantees of the units of local or regional government,
- guarantees of HAMAG,
- insurance policy against political and commercial risks.

Beside the mentioned collateral, HBOR can also accept other collateral if considered acceptable for HBOR by HBOR's decision-making body in charge.

The registration of collateral will be performed in accordance with HBOR's terms and conditions and will depend on whether a loan is extended directly or is on-lent through a commercial bank.

8. Loan Contract Cancellation or Termination

HBOR can cancel or terminate a loan contract in cases specified by the Obligations Act (utilisation of loan proceeds for purposes other than those specified, insolvency of a borrower, dissolution of a legal person, death of a borrower etc.), by the loan contract and the agreement on security for HBOR's receivables, and in any of the following cases:

- delay in fulfilling or not fulfilling any of the loan contract obligations and/or of the agreement on security for receivables,
- breaching the obligation of supplying information about previous borrowings
- submitting false documents for loan approval or during a loan relationship,
- preventing the supervision and verification of proper utilisation of loan funds,
- breaching the obligation of supplying information about changes that are recorded in the registers of companies or crafts businesses, the list of authorised signatories,
- dissolution proceedings,
- not fulfilling any obligation or provision of the loan contract and/or the agreement on security for monetary receivables and/or this Decision.

A decision on loan contract cancellation or termination shall be made by HBOR's body in charge.

9. Disputes

Loan contracts drawn-up by HBOR will in principle recognise the jurisdiction of the competent court in Zagreb.

10. Final Provisions

This Decision is made by the Management Board of HBOR.

HBOR's body in charge can consider also those proposals that do not fully comply with the criteria stipulated in this Decision.

This Decision shall constitute the main guidelines for HBOR's decision-making bodies in charge when they consider loan applications and make decisions on loan approvals. Taking into account the specific features of each individual loan application, HBOR's decision-making bodies can also determine other terms and conditions of lending activities and this Decision shall not constitute a formal obstacle for making such individual decisions.

The provisions of compulsory regulations shall apply to all issues that are regulated by this Decision in the way contrary to the provisions of compulsory regulations. HBOR reserves the right to amend this Decision in accordance with primary and secondary legislation as well as HBOR's business policy. Amendments to this Decision will be disclosed on HBOR's websites and on HBOR's business premises.

This Decision shall apply as of 1 October 2010.

As of the date when this Decision starts to apply, the Decision on General Terms and Conditions of HBOR Lending Activities made at 18th meeting of the Management Board held on 10 May 2007 with accompanying amendments shall cease to be valid.