

BKS BANK AG, Main Head Office Croatia

GENERAL INFORMATION: Investment Mortgage Loan for non-residents* with a fixed interest rate for the entire repayment period

1. Information on the credit institution	
Title	BKS Bank AG, Main Branch Office Croatia
Headquarters	BKS Bank AG, St.Veiter Ring 43, A-9020 Klagenfurt, Austria
Address	Mljekarski trg 3, 51000 Rijeka
phone	0800 257 257
e-Mail	info@bks.hr
web page	www.bks.hr
2. Product description	
Loan type	Investment mortgage loan
Loan purpose	Purchase and/or renovation of a property in the territory of the Republic of Croatia (with mandatory participation in the amount of a minimum of 30% of the purchase price of the property/total amount specified in the renovation agreement/cost estimate)
Loan currency	EUR
Loan amount	min. EUR 5,000.00; amount granted depending on applicant's creditworthiness in accordance with the Bank's regulations.
Repayment period	up to 10 years
Borrowers	*EU citizens residing in an euro-area EU member state who materialize a regular EUR income (BKS target markets: Austria, Germany, Slovenia, Slovakia) and who are not older than 65 years at the time of the loan maturity. Client must obtain OIB number in the Republic of Croatia.
Nominal interest rate (NIR)	5,15% fixed for the entire repayment period
The annual percentage rate of charge -APRC (Effective interest rate)	The annual percentage rate of charge (APRC) means an interest rate showing the total loan expense for the client and is expressed as an annual percentage of the total loan amount and it equalizes on an annual basis the present value of all future or existing obligations contracted between the creditor and the borrower. APRC is calculated and disclosed in accordance with the current legal regulations. The client will receive an exact calculation of the APRC in the European Standardized Information Sheet (ESIS) in which the APRC will be calculated based on the specific application. The APRC calculation includes: interest (intercalary and regular) and any other accrued costs of the product to be paid by the client (eg. the expenses of a property insurance policy, a life insurance/risk policy, a transaction account fee, a property value assessment fee if it represents an expense for the client, a court interpreter fee if the client has no command of the Croatian language when concluding the contract). The APRC does not include expenses for the following services: notary public, land registry excerpts, certificates, competent authority

	permits, cost estimates, translation of foreign documents submitted by the client, etc.
Default interest	The default interest rate is expressed on an annual basis and is variable in accordance with Article 29 para 2 of the (Croatian) Law on Obligations. It is determined for every half-year by increasing the reference rate by three percentage points, whereby the reference rate valid on the 1st of January is applied to the first half-year, and the reference rate valid on 1st of July is applied to the second half-year. The reference rate is an interest rate applied by the European Central Bank to its last main refinancing operations or the marginal interest rate resulting from tender procedures for the variable rate for the last main refinancing operations of the European Central Bank, which the Croatian National Bank is obliged to publish in the Croatian official gazette "Narodne novine".
Intercalary interest	Intercalary interest is the interest that is calculated on the principal amount for the period from the disbursement (utilization) of the loan until the beginning of the repayment of the principal. The intercalary interest rate equals the regular interest rate. The borrower receives notification(s) about the amount and due date of payment of the intercalary interest at the agreed mailing address.
Interest rate calculation method	For interest calculation, the Bank applies the proportional interest method according to the formula and number of days as follows: a) for the loan annuity - on the basis of 30 days/month and a 360 days/year $I (\text{interest}) = \text{base} \times \text{annual rate} / 100 \times 30 / 360$ b) for the intercalary interest - on the basis of the calendar number of days of the month and 360 days/year $I (\text{interest}) = \text{base} \times \text{annual rate} / 100 \times \text{number of calendar days} / 360$ c) for the default interest - on the basis of the calendar number of days of the month and 365 days/year $I (\text{interest}) = \text{base} \times \text{annual rate} / 100 \times \text{number of calendar days} / 365$
Loan disbursement	In EUR. If the purpose of the loan is to purchase a property - the funds are disbursed to the seller in accordance with the sales contract. If the purpose of the loan is property renovation - max. 30% of the granted loan may be disbursed to the account of the borrower. Proof of deposited participation must be submitted before loan disbursement.

Loan utilization	Within 3 months after the conclusion of the loan agreement if the purpose of the loan is to purchase o property or within 12 months after the conclusion of the loan agreement if the purpose of the loan is property renovation.
Repayment	In monthly consecutive annuities in EUR on the due date of each obligation (on the 1st of the month). The number and amount of the annuities depend on the repayment period and loan amount, which will be presented to the client in the information sheet based on specific data before the loan agreement has been concluded.
Collaterals	<p>During the application/loan conclusion process, the Bank will ask the client to provide the following collateral:</p> <ul style="list-style-type: none"> • promissory note of the debtor/ co-debtor/ guarantor payer, solemnized by the notary public; • declaration of seizure with the consent of the debtor (for the debtor/ co-debtor/ guarantor payer), solemnized by the notary public; • mortgaged property in the Republic of Croatia (estimated property value at least 140% of the loan amount during the loan term* • property insurance policy (including fire insurance) tied in favour of the Bank; • spouse/ common-law partner of the debtor and lien debtor - participant in the loan agreement; • risk-life insurance policy ** if necessary • spouse - co-debtor, if necessary • guarantor payer, if necessary *** • other collateral, if necessary **** <p>* In the loan approval process, it is necessary to prepare/submit an estimate of the property value, which may incur an additional expense for the client.</p> <p>** If the Bank identifies the need for additional insurance (according to the General Terms and Conditions of lending to natural persons and the loan approval procedure for natural persons), the consumer will be asked to provide a life insurance policy or risk insurance policy tied in favour of the Bank, an additional property, etc.</p> <p>*** If it deems necessary, the Bank uses third-party guarantees and collection insurance instruments. In that case, the guarantor(s) is/are a contractual party to the loan.</p> <p>****If it deems necessary, The Bank may also request other collaterals, such as a deposit.</p> <p>The Bank is obliged to accept insurance policies that meet the conditions defined for each product, issued by insurance companies certified in the Republic of Croatia.</p> <p>The Bank does not accept collaterals located outside the territory of the Republic of Croatia.</p>
3. Loan expenses	
Loan application processing fee	No fee charged.

Early repayment fee	No fee charged for early partial or full loan repayment.
Other expenses that are not included in the total costs (APRC) to be paid by the client	Public notary costs: solemnization of the loan agreement, declaration of seizure with the consent of the debtor, promissory note from all loan participants. Translation costs for any (pre)contractual documents related to the loan and submitted by the client. Registration/deletion of lien rights on the property in favour of the Bank.
Other fees arising from the loan agreement	Charged as pursuant to the Bank's Tariff for services to natural persons.
4. Risks	
Currency risk	The loan is nominated and repaid in euro, the official currency of the Republic of Croatia and the currency of the client's regular income. Therefore, there is no risk due to changes in the exchange rate. Should the client begin to materialize income in another currency during the repayment period, the exchange rate of the foreign currency may vary more or less in relation to the euro and thus affect the monthly annuity and the total repayment amount.
Interest rate risk	The interest rate is fixed during the entire repayment period, thus bearing no interest rate risk for the client.
Job or partial income loss risk	Due to possible income or partial income loss (job loss, personal income reduction, etc.) there is a risk related to the loan repayment.
Consequences of non-fulfilment of contractual obligations	If the client fails to meet the contractual obligations or does not cooperate with the Bank in order to remove repayment difficulties, the Bank shall take measures to collect overdue claims, which includes, but is not limited to, sending reminders and notices and activating one or more contractual collaterals. Upon loan agreement cancellation, the Bank's claim becomes due in full before the regular maturity. For all delayed or missed payments, the Bank shall calculate and charge the statutory default interest, which is variable. In the event of a forced collection procedure of collaterals and the loan agreement, this may incur additional expenses for the borrower for initiating and conducting the forced collection procedure with the notary public, courts or FINA (financial agency); residence verification, property verification at the courts, translation and legal representation in the Republic of Croatia and member states, obtaining a European enforcement order/ European payment order, litigation etc.

<p>5. Ancillary services</p>	<p>Where a property is contractually mortgaged for the loan, the client is obliged to contract a property insurance policy against the risk of fire and water spills, as well as other risks, for which the rights are tied in favour of the lien creditor (the Bank).</p> <p>The Bank is obliged to accept an insurance policy that meets the conditions defined for each product, issued by insurance companies certified by HANFA (Croatian Financial Services Supervisory Agency) in the Republic of Croatia.</p>
<p>6. Contractual parties' rights before and/or after the closing of the loan agreement</p>	
<p>Borrower (right of withdrawal)</p>	<p>The borrower has the right to withdraw from the loan agreement within 14 days from the date of entering into the agreement without providing any reasons. The borrower is obliged to notify the Bank of the withdrawal in writing by registered mail or to personally hand in the notification in the premises of the Bank. Within 30 days after sending or handing in the notification the borrower is obliged to return the received principal increased by the agreed regular interest calculated from the principal disbursement date until the date of its return to the Bank. The Bank calculates and collects default interest for the due claim and is entitled to use, at its own choice, individually or combined, at once or gradually, one or more agreed collaterals, without special announcement or approval of the debtor/ co-debtor/ guarantor payer, using them in the order it deems appropriate. The Bank does not charge any fee for the borrower's withdrawal within the specified period. If additional services have been agreed upon (see item 5), the client is entitled to withdraw from the additional services agreement as well within 14 days from the delivery of the loan agreement withdrawal notice by delivering a notice in writing.</p>
<p>Bank (assessment of creditworthiness)</p>	<p>In order to grant the loan, the Bank assesses the client's creditworthiness based on the requested and provided appropriate information by the client and by reviewing the credit register. For this purpose, the client will submit an excerpt from the credit register of the member state the client resides in, 3 recent pay slips, and a sales (pre)contract, a renovation contract/cost estimate (with a certified translation in Croatian).</p> <p>The Bank is a registered user of the Basic Register System (OSR) with the Croatian Register of Credit Obligations (HROK), a legal entity collecting and exchanging data among credit and/or financial institutions in accordance with the Credit Institutions Act. For more details, please see the Personal Data Processing Information sheet in the OSR available on the Banks's website (www.bks.hr) and in all branches of the Bank.</p> <p>The Bank reserves the right to grant a mortgage investment loan in an amount smaller than applied for, and also reject the loan application entirely, in the case of which the Bank is obliged to notify the consumer without any delay.</p>

	<p>If the loan application is rejected based on data from the available credit register, the Bank is obliged to notify the client that the rejection is based on the data from the credit register, the results of inspection and on the details from the credit register. The Bank will not grant a loan if it cannot perform a credit assessment due to the consumer's unwillingness to provide the necessary information or documents.</p>
<p>Loan approval procedure</p>	<p>The Bank does not provide advisory services in the sense of Article 22 of the Act on Consumer Housing Loans. The Bank will proceed with the loan approval procedure after inspecting the relevant information and any other information requested from the borrower for the purpose of credit assessment.</p> <p>The loan approval procedure:</p> <ol style="list-style-type: none"> 1. The Bank informs the borrower about the loan conditions and the necessary collaterals, as well as about the documentation required for the realization of the loan (for the purpose of proving the loan purpose and the credit assessment). 2. The borrower submits all necessary documents. 3. Credit assessment, property valuation and Bank's decision on the loan application. 4. If the loan application is granted, the Bank will inform the borrower and provide him with the information sheet before concluding the loan agreement or inform the borrower of its rejection. 5. The borrower is granted 15 days to compare offers and reach an informed decision. When the borrower informs the Bank that he accepts the loan conditions, the process of concluding the loan agreement and taking in collateral is initiated. 6. After the borrower submits the signed contractual documentation in the appropriate notarial form, the Bank reviews the correctness of the entire documentation and authorizes it. 7. Disbursement of the funds in the agreed manner and within the agreed terms.
<p>7. Early repayment</p>	
<p>The borrower is entitled to full or partial early repayment at any time, after a previous information to the Bank based on a written request. In that case, the borrower is entitled to a reduction of the total loan expense, which includes interest and other expenses relating to the remaining repayment period.</p> <p>The borrower may perform an early repayment provided that:</p> <ul style="list-style-type: none"> • the repayment is not executed in the month of the disbursement; • the loan is currently not in debt moratorium, i.e. that the moratorium expired in the previous month the latest; • the loan repayment phase has already begun; • it is not the first or the last calendar day of the month; • the amount of the early partial repayment is not smaller than the annuity of the month in which the early partial repayment, increased by at least three principals from monthly annuities. 	

The borrower is entitled to early full repayment, especially after the receipt of an interest modification notice if the borrower does not consent to the modification. The Bank does not charge any early repayment fee.

8. General terms and conditions

In addition to the General Terms and Conditions, the Bank also applies the General Terms and Conditions of lending to natural persons, the Bank's Interest Rulebook, the Methodology for Determining and Changing Interest Rates for Consumers, the Decision on Active Interest Rates for Natural Persons, the Fee Rulebook, the Methodology for Determining Amounts and Changing Retail Fees and the Bank's Tariff for Retail Business, which are available in all branches and on the Bank's website.

9. Complaint procedure

The client may submit a written complaint either personally in any branch or via mail to the address of the Bank's headquarters: BKS Bank AG, Glavna podružnica Hrvatska, Mljekarski trg 3, HR-51000 Rijeka or to the address of any other branch in the Republic of Croatia, via the Bank's website or to the Bank's email address info@bks.hr.

10. Resolution of disputes

If the client is not satisfied with the Bank's response or solution to the submitted complaint, the client may inform the Croatian National Bank about it. For all disputes arising in relation to the application of the provisions of the investment mortgage agreement or the relevant regulations, the client may submit a reconciliation proposal or initiate an alternative local or cross-border consumer dispute resolution procedure in accordance with the rulebook with the Reconciliation Center, Rooseveltov trg 2, Zagreb, email: mirenje@hgk.hr (<http://www.hgk.hr/centar-za-mirenje/o-centru-zamirenje>) or contact FIN – NET (Financial Dispute Resolution Network) and request information on the competent authorities in the country of his residence (http://ec.europa.eu/internal_market/fin-net/).

All possible disputes arising from the contractual relationship are governed by Croatian law. Both the borrower and the Bank will try to resolve any dispute amicably. Otherwise, the contracting parties agree on the local jurisdiction of the competent court in Rijeka.

The loan agreement is drawn up in the official language of the Republic of Croatia (Croatian). The contracting parties agree that any further mandatory communication during the duration of the loan agreement (including all correspondence) is conducted in the Croatian language.

11. Contact

Free info phone	0800 257 257
e-mail address	info@bks.hr
Web page	www.bks.hr

Branch offices	<ul style="list-style-type: none"> • in Rijeka: Mljekarski trg 3, HR 51000 Rijeka • in Zagreb: Ivana Lučića 2a (Eurotower), HR 10000 Zagreb and Zagrebačka avenija 100a, HR 10000 Zagreb • in Split: Hrvatske momarice 1F, HR 21 000 Split
Document date	15 November 2024
A representative example of the total expenses for an INVESTMENT MORTGAGE LOAN with fixed interest for the entire repayment period	
1. Currency 2. Loan amount 3. Repayment period 4. Interest rate • fixed 5. The annual percentage rate of charge (APRC) * 6. Total interest amount for the entire repayment period 7. Monthly annuity 8. Total repayment amount** (8=2+6)	EUR EUR 100,000.00 10 years 5,15% 5,53% 28.159,99 EUR 1.068,01 EUR 128.159,99 EUR
<p>* The APRC is calculated for the stated loan amount, interest and repayment period. The APRC calculation includes regular interest, the property insurance policy (EUR 130.00 /annually for the entire repayment period), the court interpreter fee for the conclusion of the loan agreement (EUR 100.00 + VAT), onetime payment.</p> <p>** The total repayment amount includes the principal and interest calculated until maturity, which the borrower would repay until the final loan repayment, if the stated interest rate remains valid until the final repayment. The total repayment amount does not include the intercalary interest, which depends on the date(s) of the loan disbursement.</p>	

In Rijeka, 15 November 2024