

Article I Initial Provisions

1.1. Preamble

The Commercial Terms and Conditions of Tatra banka, a.s. ("CTC") for International Credit Cards regulate legal relations between Tatra banka, a.s., Hodžovo námestie 3, 811 06 Bratislava, Company Registration No.: 00686930, maintained with the Companies Register of the District Court Bratislava I, Section: Sa, Insert No. 71/B (the "Bank") and its Clients in providing banking services for the international credit card. The Bank issues international credit cards for its Clients for use in non-cash payments and cash withdrawals upon Agreement on Issue and Use of International Credit Card (the "Card").

1.2. Definitions

DEBIT CARD - means a payment tool that serves for making cash-free payments for goods or services or cash withdrawals from any AMT or in any Bank.

CREDIT CARD - means a card for that the Bank provides to the holder thereof a revolving credit limit due and payable once a month in single instalment or in several instalments, whereas the Bank-provided revolving facility is drawn by use thereof.

CARD - VISA CARD, i.e. an embossed international credit card issued by the Bank to the card account under a license granted by VISA International S.A., P.O.BOX 253, London W8 5TE, United Kingdom (the "VISA International"), and identified by the VISA logo, by that the Cardholder is authorized to make cash-free payments for goods or services or cash withdrawals on the territory of the Slovak Republic and in foreign countries.

CARD - MASTERCARD, i.e. an embossed international Bank card issued by the Bank to the card account under a license granted by MasterCard International S.A., Chaussée de Tervuren, 198A B-1410 Waterloo, Belgium (the "MasterCard International"), and identified by the MasterCard logo, by that the Cardholder is authorized to make cash-free payments for goods or services or cash withdrawals on the territory of the Slovak Republic and in foreign countries.

CARD - VIRTUAL VISA CARD, i.e. an international credit card issued by the Bank to the card account under a license granted by VISA International S.A., P.O.BOX 253, London W8 5TE, United Kingdom. The Card is issued in a dematerialized form. The Bank shall deliver it to the Cardholder in a security envelope that shall contain the Cardholder's name and address, the Card number, the 3-character security code CW2, and the date of validity of the card.

CARD ACCOUNT - means a Bank's internal account determined for accounting all transactions, interests, relevant fees connected with use of the Card, and payments made by the total overdraft facility holder.

PRIVATE CARD - means the type of Card that is issued to the card account of an individual and designed for purchase and payments for goods and services for private purposes.

CORPORATE CARD - means the type of Card that is issued to the card account of a corporation or an individual who is a private entrepreneur. Corporate Card has been designed for purchase and payments for goods and services for the purpose of business activity performance, enterprise activity performance, occupation performance, or performance of other activity that aims to realise profit, or for the purpose of performance of other similar activity of other than private nature.

PRINCIPAL CARD - means the Card issued to the card account that is subject to the determined total overdraft facility.

ADDITIONAL CARD - means the Card that is issued to the card account in addition to the Principal Card; withdrawals by the additional

card are realised from the total overdraft facility of the principal card (hereinafter, the term "Card" shall include also the additional Card).

APPLICANT - means an individual or a legal entity or collectively an individual and a legal entity that shall request the Bank to issue the Card, and shall complete the required form. The future Cardholder not identical with the holder of the total overdraft facility shall request issuance of the Card jointly with the total overdraft facility holder.

TOTAL OVERDRAFT FACILITY - means the total amount up to that the Cardholder or the Cardholders, if several Cards are issued to one card account, has the right to realise transactions by using the Card for the period of one cycle.

CREDIT CARD OVERDRAFT FACILITY - means the amount up to that the holder of a specific Card has the right to realise transactions by using the Card for the period of one cycle.

TOTAL OVERDRAFT FACILITY HOLDER - means an individual or a corporation/private entrepreneur having requested issuance of a Card, to that the total overdraft facility has been provided.

CARDHOLDER - means an individual older than 18 years of age, in the name of that the Card is issued.

TRANSACTION - means each financial operation (payment, cash withdrawal) made by the Card.

TRANSACTION AUTHORISATION - transaction approval on the part of the Card issuer or the card company on the basis of authorisation of the Card issuer. After each Card transaction, the available balance in the card account shall be decreased by the sum of the realised transaction by way of temporary blocking of the funds. Nevertheless, the very transaction shall be cleared only after the processing thereof at the clearing centre. The clearing record shall thus replace the authorisation record. In case the Bank does not receive any record of the transaction, the temporary blocking of the authorised sum shall be released and the available balance in the card account shall be increased by this sum.

STATEMENT - means a list of transactions realised by the Card, and the relevant fees, recorded in the card account and processed by the Bank during the last cycle, prepared once in a month.

CYCLE - means a revolving period between any two consecutive closing dates.

CLOSING DATE - means the day when the Bank calculates the outstanding amount for the last cycle, prepares and sends the statement to the total overdraft facility holder (hereinafter referred to as the "statement issue date").

CLOSING DATE SCHEDULE - means the time schedule of closing dates (i.e. the statement issue dates) and due dates of monthly cycles determined by the Bank for the relevant calendar year. The Bank shall send to the total overdraft facility holder an updated schedule of closing dates for the next following calendar year together with the statement that shall be prepared by the Bank as the last monthly statement from the card account in the given calendar year.

OUTSTANDING AMOUNT - means the total amount of transactions realised by the Cards, interests, and all relevant fees, processed by the Bank during the last cycle. The outstanding amount shall be increased by the balance of the outstanding amount owed for the preceding period (as shown in the last statement) on the given card account.

CARD ACCOUNT CURRENCY - means the currency agreed between the Bank and the applicant, in that the total overdraft facility holder makes payment of the outstanding amount, at least equal to the Bank-determined minimum instalment based on the statement from the card account, as set forth in these Commercial Terms and Conditions.

OUTSTANDING AMOUNT INSTALLMENT - means a regular monthly instalment. The amounts of the individual monthly instalments may be elected, however, the amount of the Bank-determined minimum instalment must be observed in any event.

MINIMUM INSTALLMENT - means a Bank-determined minimum instalment expressed as a fixed amount or as a percentage from the total outstanding amount or from the total overdraft facility, to be paid by the total

overdraft facility holder to the Bank once per month no later than on the due date.

DATE OF PAYMENT - means the date when the instalment of the outstanding amount is credited to an account determined by the Bank.

DUE DATE - means certain determined day in a month until that the total overdraft facility holder must pay the instalment.

CLEARING CURRENCY - means the currency agreed between the Bank and the relevant international card company that serves for clearing transactions made by the Card in any currency other than the card account currency.

RECIPIENT BANK - means a Bank that ensures acceptance of the Card via its merchant or in cash withdrawal via its ATM or its branch or its merchant.

MERCHANT - means any business premises (hotels, restaurants, stores, rent-a-car, pumping stations, etc.) identified by a logo of the relevant international card company, that accepts the Cards as standard practice as a tool of payment for the purchased goods and services or allows to draw cash by the Card, as the case may be, if authorized to make such withdrawal under a special contract.

PIN CODE - means a personal identification number - numeric code reported solely to the Cardholder that allows to identify the holder when using the debit card in ATM or POS terminal. In case the payment card contains a chip, it serves also the authentication purposes via the Card&Reader tool.

POS TERMINAL - means an electronic equipment situated in the merchant's premises under a contract with the recipient Bank, allowing the merchant to accept the Cards for cash-free payments by the Card by using the PIN code or with signature of the Cardholder.

IMPRINTER - means a mechanic equipment situated in the merchant's premises under a contract with the recipient Bank, allowing the merchant to accept the embossed Cards for cash-free payments by the Card solely with signature of the Cardholder.

ATM - means an electronic equipment with automatic verification of the Card, identified by the logo of the relevant international card company, allowing the Cardholder to make cash withdrawal or providing any other services, via the Card by using the PIN code. The cash withdrawal is made in the local currency of the country where the ATM is installed.

SUBSTITUTE CARD - means a Card issued by the Bank to the Cardholder in case of a lost, stolen, mutilated original Card or failure to deliver the original Card.

RENEWED CARD - means a Card issued by the Bank to the Cardholder upon expiry of the original Card, with a new date of expiry.

HELD CARD - means a Card in respect of that the authorization to use it is temporarily suspended. The Card may be held upon initiative of the Bank or the total overdraft facility holder or the Cardholder under the conditions specified in these Commercial Terms and Conditions. For holding the Card, the total overdraft facility holder shall be charged the relevant fee according to the Service Charges.

ISSUED CARD - means a Card made in accordance with all requirements of the Card (the front side shows the basic information about the Card - the Card number, the expiry of the Card, and the name of the Cardholder, in case of a corporate Card also the name of the legal entity. The Card contains a coded magnetic stripe and/or coded contact chip and concurrently security elements according to the rules of the international card company.

VALID CARD - means a Card that may be used by the holder thereof in accordance with the relevant provisions hereof. The Card shall expire on the last day of a calendar month shown in the Card or upon cancellation thereof.

CARD ACTIVATION - means an act by that the Bank itself shall turn the Card, at physical delivery of the Card to the Cardholder in its branch or upon a direct Client's initiative according to section 3.22 hereof, to the status that shall allow proper use of the Card for cash-free payments for goods and services or for cash withdrawals.

CANCELLED CARD - means a Card that has expired prior to the date of expiry shown in the Card. The Bank shall cancel the Card upon its own initiative, upon a motion of the total overdraft facility holder or upon a motion of the Cardholder, with a consent of the total overdraft facility holder, under the terms set forth in these Commercial Terms and Conditions. For cancellation of the Card, the Bank shall charge a fee to the total overdraft facility holder according to the Service Charges.

(For the purposes of these CTC or the Agreement on Issue and Use of Card, it shall apply that whenever in the text the term "Card" / "Cards" is used, it means any of the credit cards defined above).

Article II Kinds and Types of Cards

2.1. The Bank issues the following Card types:

- 2.1.1. VISA Classic cards with credit limit from EUR 650.00 (SKK 19.581,90,-)* to EUR 5,000.00 (SKK 150.630,-)*
 - a) VISA private - to personal card account
 - b) VISA corporate - to corporate or business card account
- 2.1.2. VISA Gold cards
 - a) VISA Gold card private with credit limit from EUR 5,000.00 (SKK 150.630,-)* to EUR 15,000.00 (SKK 451.890,-)* - to personal card account
 - b) VISA Gold corporate with credit limit from EUR 5,000.00 (SKK 150.630,-)* - to corporate or business card account
- 2.1.3. Virtual VISA cards with credit limit from 300.00 EUR (SKK 9.037,80)* to EUR 3,500.00 (SKK 105.441,-) *
 - a) virtual VISA card - to personal card account
- 2.1.4. VISA Platinum cards with credit limit from EUR 15,000.00 (SKK 451.890,-)*
 - a) VISA Platinum private card - to personal card account
- 2.1.5. For conversion of the credit limits set for the Cards that have been issued until 31 December 2008, the Bank has applied the conversion rate of EUR 1 = SKK 30.1260

* Applied conversion rate: 1 EUR = 30.1260 SKK

- 2.2. The individual kinds of Cards are divided into the following types of Cards:
 - a) VISA private - without insurance / with individual insurance / with family insurance
 - b) golden VISA private - with individual insurance / with family insurance
 - c) platinum VISA private with individual insurance (including the possibility of additional insurance of golf risks) / with family insurance (including the possibility of additional insurance of golf risks)
 - d) virtual VISA - without insurance
 - e) VISA corporate - with individual insurance
 - f) golden VISA corporate - with individual insurance

Article III Conditions of Issuance of Card

- 3.1. A prerequisite for issue of the Card is the approval of provision of the total credit limit by the Bank and award of consent of the Bank to the Application for Issue of Card (private credit card or also corporate credit cards).

- 3.2. For issue of the Card and provision of the total credit limit, the total credit limit holder must satisfy minimum the following conditions, all of them concurrently:
- 3.2.1. in respect of the application for issue of the private Card (only persons falling under the Personal and Business segments can apply for issue thereof, provided the persons would not use the Card for the purposes as set forth in the definition to the corporate Card):
- a) the age between 18 and 65 years on the date of filing the application,
 - b) the applicant falling under the Personal segment (the future total credit limit holder) is liable to prove his/her solvency and existence of employment or any other similar job minimum for the period of 3 months preceding the filing of the application, and particularly is liable to prove by documents his/her income from employment confirmed by the employer,
 - c) the applicant falling under the Business segment (the future total credit limit holder) is liable to prove existence of a license for doing business activities in the Slovak Republic minimum for the period of 2 years and solvency by furnishing a confirmation on income from business activities for the last fiscal year, confirmed by the relevant institutions.
- The Bank is authorized to request the applicant to furnish any other documents in order to prove the address.
- 3.2.2. in respect of the application for issue of a corporate Card (a person categorised under the Business segment or an entity falling under the Corporate segment can apply for issue thereof):
- a) to conclude an agreement on provision of total credit limit and an application for issue of the Card;
 - b) a document on existence of the legal entity for minimum 2 years, with a license for doing activities/business in the Slovak Republic or minimum 2 years lasting license of an individual being private entrepreneur for business/any other activities in the Slovak Republic;
 - c) having commercial relationship with the Bank for minimum 6 months,
 - d) furnishing documents for financial analysis.
- 3.3. The Bank shall issue the Cards to the persons, and unless the parties agree otherwise:
- 3.3.1. the applicant may only be an individual with permanent address on the territory of the Slovak Republic,
- 3.3.2. the applicant may be a legal entity with registered office on the territory of the Slovak Republic.
- In the event of violation of the obligation to prove by documents the residency permit or to prove the address of the company's registered office, the Bank shall be entitled to reject the application for issuance of the Card, to propose holding of the issued Card, and to terminate the Agreement on Issue and Use of Card.
- 3.4. The Bank shall issue the following numbers of Cards to the total overdraft facility:
- 3.4.1. the card account for the private Card may have one principal Card for the total overdraft facility holder and any number of additional Cards to the principal Card for any individuals other than the total overdraft facility holder, with a consent of the total overdraft facility holder,
- 3.4.2. the card account for the corporate Card may have any number of Cards.
- 3.5. Upon approval by the Bank of the application for issue of the Card (private Card or also corporate Cards), the Agreement on Issue and Use of Card shall be executed ("Agreement") between the Bank and the applicant. In case of issue of corporate Cards, the Agreement on issue and Use of Cards is concluded upon prior conclusion of the Agreement on Provision of Total Credit Limit for corporate credit cards and subsequently upon award of consent of the Bank to the Application for Issue of Corporate Credit Cards, whereas the Agreement on Provision of Total Credit Limit and the Application for Issue of Corporate Credit Cards constitute conjointly the Agreement on Issue and Use of Cards (conjointly the "Agreement"). Upon activation of a new Card and upon issue of a renewed/substitute Card, the Bank shall debit from the card account the amount of the annual or monthly fee, as set forth in the tariff for the specific Card. The amount of the relevant fee shall be debited by the Bank from the card account upon expiry of every subsequent year or month during the term of validity of the Card. In respect of a Card with insurance, the Bank shall debit also the annual fee for insurance from the card account, upon activation of the new Card and upon issue of the renewed/substitute Card.
- 3.6. The Bank is entitled to reject the application for issuance of the Card.
- 3.7. The issued Card remains in the Bank's ownership and the Cardholder is liable to return it to the Bank in the events set forth in these CTC or upon Bank's request. The period for returning the Card is specified in section 4.12 hereof.
- 3.8. The Bank has the right to request the applicant to furnish any updated documents of solvency and documents for financial analysis any time prior and during the term of the Agreement.
- 3.9. If the Bank requests security for its receivable, if any, the total credit limit holder is liable to provide such security, otherwise the Bank shall be entitled to reject the application or to terminate the Agreement, as the case may be. The Bank has the right to request security of a receivable in its own discretion, however, always reasonably subject to the amount of the requested/provided total credit limit to the applicant, and any other circumstances affecting the amount of the Bank's receivable. Unless agreed otherwise, the security shall cease upon expiry of 2 months following the date of returning the principal Card with private Cards, or the last Card with corporate Cards to the Bank, as of the day of cancellation of the principal Card with private Cards, or the last Card with corporate Cards or as of the day of expiry of the principal Card with private Cards, or the last Card with corporate Cards. The Bank can under a special security agreement agree also otherwise with the total credit limit holder, whereas the agreement specified in such an agreement holds precedence over the provisions hereof. If a renewed or substitute Card is issued, the security shall not cease upon expiry of the original Card, but it remains valid also for the term of the renewed or substitute Card.
- 3.10. The Bank has the right to check whether the documents are genuine and to review the contents of the documents as well as all information furnished by the applicant.
- 3.11. The Bank has the right to review the amount of the total overdraft facility required by the applicant and to determine a different amount of the total overdraft facility under review of the documents furnished by the applicant. The review shall be carried out

according to the internal rules determined by the Bank, where:

- 3.11.1. for the applicant for issue of a private Card, the Bank shall open one card account with a Bank-determined amount of the total overdraft facility, for that the Bank shall issue one principal Card and any number of additional Cards. The total overdraft facility holder – individual has the right to determine the amount of the total overdraft facility for each individual additional Card as a percentage of the total overdraft facility or as a fixed amount offered by the Bank. The maximum amount that may be used concurrently by all Cardholders (principal and additional) corresponds to the amount of the total overdraft facility. The Bank shall issue an additional Card for the future holder thereof at the age of minimum 15 years without necessity to prove solvency and with a consent of the total overdraft facility holder.
- 3.11.2. for the applicant of a corporate Card – a legal entity/an individual being private entrepreneur, the Bank shall issue the agreed number of corporate Cards up to the amount of the agreed total overdraft facility. The total overdraft facility holder – a legal entity/an individual being private entrepreneur has the right to determine the amount of overdraft facilities of the individual corporate Cards as a fixed amount, as offered by the Bank. The maximum amount that may be used concurrently by all holders of corporate Cards corresponds to the amount of the total overdraft facility.
- 3.12. By accepting the Card or upon activation thereof, the total overdraft facility holder agrees with the Bank-determined amount of the total overdraft facility. Upon taking over the Card, the Cardholder is liable to immediately sign the Card in the marked box. In case of failure to fulfil this liability, in the event of a lost or stolen Card, the Cardholder assumes full liability for all damage that shall result from using the Card.
- 3.13. The Bank shall deliver to the Cardholder an envelope with the PIN code. The Cardholder is liable to ensure confidentiality thereof (not to disclose the PIN code to any other person, not to write it on the Card or on any other document that is kept together with the Card, etc.). In the event of a lost or stolen Card, the Cardholder assumes full liability for any damage that shall be incurred by use of the Card with the PIN code.
- 3.14. In case of any erroneous record of the data in the Card, a complaint may be filed without delay, however, at latest within 2 months following the date of issue of the Card, and the Bank shall replace it free-of-charge by a new Card.
- 3.15. Prior to expiry of the Card, the Bank shall issue a renewed Card, unless the total overdraft facility holder notifies the Bank in writing, no later than 2 months prior to expiry of the Card, that he does not wish to have a renewed Card or unless he terminates the Agreement. The Bank shall not issue any renewed Card, in the event the Card is held or cancelled at that time. The Bank is authorized not to issue any renewed Card, if the total overdraft facility holder or the Cardholder acted contrary to the Agreement or contrary to these CTC. Unless the Bank issues a renewed Card, the Agreement shall be terminated as of the last day of the calendar month shown in the Card.
- 3.16. The applicant – future Cardholder or in respect of a corporate Card, the contact person shall elect, in the application for issuance of the Card, a password serving for telephone communication with the Bank. The Cardholder or in respect of a corporate Card, the contact person shall be liable for any damage resulting from disclosure of the password to an unauthorized person.
- 3.17. The Bank is authorized to send the Card by mail to the mail address of the total overdraft facility holder, in this case the Bank shall send the letter via Slovenská pošta, a.s. The total overdraft facility holder is liable to check whether or not the envelope is damaged. In the event the letter is damaged, the total overdraft facility holder shall immediately inform the Bank to this effect. In this case, the Bank shall ensure issuance of a substitute Card and shall send it to the mail address of the total overdraft facility holder.
- 3.18. The Bank is authorized to send the PIN code by mail to the mail address of the total overdraft facility holder, in this case the Bank shall send the letter via Slovenská pošta, a.s. The total overdraft facility holder is liable to check whether or not the envelope is damaged. In the event the letter is damaged, the total overdraft facility holder shall immediately inform the Bank to this effect. In this case, the Bank shall ensure printing of a new PIN code, or replacement Card and sending thereof to the mail address of the total overdraft facility holder.
- 3.19. If the Bank decides to deliver the Card and the PIN code to a Bank's branch, then in this case the Bank shall deliver the Card and the PIN code to the branch that keeps the documentation in respect of the relevant Card.
- 3.20. The Bank is authorized to deliver the Card including the additional Card and the PIN code to that Card as well as the additional Card to the total overdraft facility holder. The additional Cardholder agrees and acknowledges that the total overdraft facility holder is authorized to take over his Card and the PIN code without necessity to furnish an authorization for taking it over. If the taking over of the Card is requested by any person other than the total overdraft facility holder or the Cardholder in whose name the Card is issued, the Bank is authorized to request an authorization for taking it over, where the Cardholder's signature shall be notarized.
- 3.21. If the Card and the PIN code is sent by mail to the mail address, the total credit limit holder is liable to notify the Bank about failure to deliver the Card or the PIN code within 2 months following the date of issue thereof in the Bank or following the date of expiry of the Card, as identified in the Card in case of renovation of the Card.
- 3.22. If the Card is delivered by mail, the Cardholder shall activate the Card by telephone prior to the first use thereof via the DIALOG contact centre. The Card shall be activated by the Bank according to the identification of the Cardholder by the password set forth in section 3.16 hereof, and the personal number.
- 3.23. If the total overdraft facility holder or the Cardholder fails to activate the Card or if the letter with the Card and the PIN code is returned back to the Bank as undelivered or if the Cardholder fails to take over the Card deposited in the branch within 2 months following the date of issue thereof, the Bank is authorized to cancel the Card/Cards without a written notice to the total overdraft facility holder. In such cases, the Bank shall be entitled to charge the annual/monthly fee for the Card, but it shall not charge any fee for cancellation of the Card. The total overdraft facility holder is entitled to refund of a pro rata portion of the annual fee for insurance in case of cancellation of the Card with insurance. In case in consequence of Card/Cards cancellation

for the above reason there is no other Card that would be issued or used within the same total credit limit, the Agreement on Card terminates as on the Card cancellation day as well.

Article IV Use of Card

4.1. In using the Card, the Cardholder shall be obliged to identify himself, and the following shall apply:

- 4.1.1. The Cardholder shall identify himself/herself (except for section 4.1.2. below)
- a) with payment for goods and services, by PIN code or signature on voucher or in other way indicated with the particular method of Card use;
 - b) with cash withdrawal at a Bank or an exchange office, the Cardholder identifies himself/herself by PIN code or signature on voucher, and with cash withdrawal from an ATM, he/she identifies himself/herself by PIN code.

The Bank limits the amount of cash withdrawals from ATM or at a Bank and also the sum of special transaction types (e.g. game coupon or money order purchase, betting via Internet, etc.), and that:

- Standard VISA cards EUR 500.00 / week
- Golden VISA cards EUR 1,000.00 / week
- Platinum VISA cards EUR 3,500.00 / week
- MasterCards EUR 350 / week

The Bank may unilaterally change the amount of the limit for cash withdrawals.

For conversion of the cash withdrawal limits set for the Cards that have been issued until 31 December 2008, the Bank has applied the conversion rate of EUR 1 = SKK 30.1260.

4.1.2. The virtual VISA Cardholder shall identify himself/herself in cash-free payment for goods and services at the merchant by the number of the Card, the security code CVW2, and the date of expiry of the virtual VISA Card or in any other way agreed with the Bank. The virtual VISA Card may be used solely for payments for goods or services via electronic communication channels. The virtual VISA Card may not be used for cash withdrawals in ATM, neither for special transaction types (e.g. game coupon or money order purchase, betting via Internet, etc.) and cash-free payment via POS terminals and self-service terminals.

4.2. The Cardholder is authorized to use the Card in facilities, at merchants (including internet merchants – this shall not apply for the Instalment MasterCard), in Banks, in ATMs identified by the logos that correspond to the logos in the Card or to withdraw cash solely at a merchant that is authorized to provide cash withdrawals.

4.3. The Cardholder may claim, by using the Card, only those goods and services that are usually sold or provided by the merchants.

4.4. For cash withdrawal by the Card, the Bank shall charge the relevant fee to the total overdraft facility holder, according to the Service Charges.

4.5. By signing or by using the PIN code, by giving the number of the Card in the order or by using any other agreed way of identification at payment, the Cardholder shall confirm the substance and amount of the transaction, and at the same time authorizes the

Bank to pay the owing amount to the merchant/recipient's Bank for the confirmed transaction and to debit the owing amount from the card account.

4.6. The Cardholder is authorized to draw by the Card funds maximum up to the amount of the available total overdraft facility or maximum up to the Card's overdraft facility, and at the same time up to the amount of the total overdraft facility.

4.7. The Bank has the right, any time during the term of the Agreement, to review the creditworthiness of the Client, to determine the amount of the total overdraft facility, and for this purpose, to request furnishing of any required documents. The Cardholder accepts this Bank's right, and such changed amount of the total overdraft facility is valid and effective even without a later consent of the total overdraft facility holder. The Bank has the right to change the total overdraft facility during the term of the Card, even for definite period of time, either on individual basis in respect of an individual Cardholder or in respect of all Cardholders, particularly in case of any change in their financial condition or creditworthiness or as a result of change of the Bank's business policy due to any change in the market conditions in the relevant market.

4.8. The total overdraft facility or the Card's overdraft facility may be changed in one of the following ways:

4.8.1. by an agreement between the Bank and the total overdraft facility holder upon initiative of the total overdraft facility holder. The amount of the total overdraft facility to the card account may be changed for definite or indefinite period of time or within the limits of the Bank-approved total overdraft facility, also the amount of the overdraft facilities of corporate and private additional Cards. The Bank shall charge the relevant fee for such change of the total overdraft facility / overdraft facilities, according to the Service Charges.

4.8.2. by increasing the total overdraft facility under a Bank's unilateral decision, particularly in case of substantially improved creditworthiness of the total overdraft facility holder or in case of improved financial condition of the total overdraft facility holder, as well as in case of change of the Bank's business policy due to any change in the market conditions in the relevant market. The Bank is authorized to inform the total overdraft facility holder about the increased total overdraft facility in a written form or in the form of statement set forth in section 5.4, where the new amount thereof shall be given. The total overdraft facility holder accepts this Bank's right and agrees with such increase of the total overdraft facility. If the total overdraft facility holder disagrees with such increased total overdraft facility any time in the future, his disapproval must be notified to the Bank by telephone via the DIALOG contact centre or in writing before the date set forth in the notice, if any.

4.8.3. by decreasing the total overdraft facility under a Bank's unilateral decision, particularly in case of substantial change of creditworthiness, worsened payment discipline or if the Bank is reasonably concerned that the total overdraft facility holder shall be capable to fulfil his obligations in the future, as well as in case of change of the Bank's business policy due to any justified change in the market conditions in the relevant market. The Bank is authorized to inform the total overdraft facility holder about the decreased total overdraft facility, if any, in a written form or in the form of statement set forth in section 5.4, where the new amount thereof shall be given. The total overdraft facility holder accepts this Bank's right and agrees with such decrease of the total overdraft facility. In this case,

the Bank is authorized, in addition to altering the amount of the total overdraft facility, to hold the Card and/or to terminate the Agreement and to charge the relevant fees according to the Service Charges.

- 4.9. The Bank has the right, in addition to the right set forth in section 3.9, to request and in some cases even without a special written request, to create, use, and realise, as the case may be, any security for its receivables, in a reasonable way, for a period determined by the Bank, particularly it has the right to hold or pledge on temporary basis, as a security for repayment of the owing amount according to Article V, the funds on the accounts of the total overdraft facility holder or the Cardholder with the Bank, up to the amount of the total overdraft facility. The total overdraft facility holder or the Cardholder is liable to suffer such Bank's action, and the Bank has the right to realise and use the security, e.g. in cases of temporary increase of the total overdraft facility. Unless the Bank determines otherwise, the security shall survive for two months following adjustment of the total overdraft facility to the original amount. The Bank shall notify the security to the total overdraft facility holder in a manner determined by the Bank.
- 4.10. The Cardholder may not use the Card for any purposes that would be contrary to the generally binding legal regulations of the SR, of the country whereof jurisdiction applies to the Cardholder or the country where the Card is used or intended for use.
- 4.11. The Cardholder is liable to protect the Card against loss, damage, destruction or misuse by any other person. Solely the holder whose name is shown in the Card may use the Card. The Cardholder is liable to prevent or not allow use of the Card by any other person. The Cardholder undertakes to observe the Principles of Protection in Use of Debit Cards, as published by the Bank.
- 4.12. The Cardholder is authorized to use the Card solely during the term thereof, namely the term of the original Card as well as any other renewed or substitute Card. The Cardholder is not authorized to use any held, cancelled or expired Card. The Cardholder or the total overdraft facility holder is liable to return to the Bank any Card that he is not authorized to use, immediately but not later than within 5 days following the expiry thereof, except for the cases when the Cardholder's right to use the Card has ceased due to expiry of the term shown in the Card. The Cardholder shall be held responsible, jointly with the total overdraft facility holder (same as in section 7.8), for any damage resulting from use of the Card during the period during that he is not authorized to use the Card or for any damage related to such unauthorized use of the Card (at the same time, the holder shall be still liable to repay the amount of all transactions connected with use thereof, as the case may be, upon expiry of the term or by misuse of the Card) and is liable to indemnify the Bank against the incurred damage without undue delay.
- 4.13. The Bank shall not review whether the transactions performed by the Card, where identification of the Card was duly made, are authorized or not, and such transactions shall be considered by the Bank as performed by the Cardholder.
- 4.14. The merchant is authorized, in justified cases:
- a) to request the Cardholder to present an ID card,
 - b) to hold the Card that is held, cancelled or in any other specific cases.

In such cases, the Cardholder is liable to suffer identification and is liable to allow the merchant to record his personal data in an inevitable extent.

- 4.15. The Cardholder is liable to observe the contractual conditions or any other commercial conditions of the merchant, that are binding for him in purchase of goods and services, and the Bank shall not resolve any disputes between the merchant and the Cardholder, that shall arise from orders / purchase of goods and services concerning returning the goods (service) or refund of payment, or quality of the purchased goods or quality of the provided service wherewith the Card has been duly used.
- 4.16. In the event that in case of cash withdrawal from an ATM, the Cardholder does not receive the requested cash or the Card is detached, the Cardholder shall inform the ATM operator or the Bank to this effect without undue delay.

Article V Clearing and Payment

- 5.1. The Cardholder is authorized to withdraw by the Card funds maximum up to the amount of the available total credit limit or maximum up to the amount of the credit limit of the Card and at the same time up to the amount of the available total credit limit of the card account (and that even in case, the Cardholder gets into overdraft by clearing related charges and interests). Such a total credit limit or Card credit limit overdraft is deemed an act of violation of the Contract. The total credit limit holder is obligated to settle such an overdraft immediately upon creation thereof, whereas the Bank is entitled to send to the total credit limit holder a dunning letter for payment of the sum required for such a settlement and is entitled to block the Card. In case of such an overdraft, the Bank is authorised to bill a charge in the amount as set forth in the Service Charges of the Bank and/or inform other banks and authorised persons of such a violation via the Joint Register of Banking Information.
- 5.2. The Bank shall debit from the card account an amount equal to the cleared transactions, interests, and relevant fees, and once in a month, the Bank shall prepare a statement from the card account. The Bank shall not prepare any statement from the card account in the event there has been no movement in the card account during the relevant monthly cycle. At filing the application for issuance of the Card, the applicant for the total overdraft facility shall elect the cycle of statements subject to the Bank's offer. The Bank shall change the cycle, if appropriate, upon a written request of the total overdraft facility holder before the first closing in a calendar month, and shall debit the relevant fee from the card account according to the Bank's Service Charges.
- 5.3. If the Card transaction is realised in other currency than EUR, the Bank shall use the transaction sum specified by the card company VISA International / MasterCard International expressed in the clearing currency (EUR for MasterCard cards, USD for VISA cards). In case of the transaction conversion from the clearing currency to EUR, the Bank shall convert the transaction sum expressed in the clearing currency under the foreign currency – sell exchange rate of the clearing currency valid at the Bank as on the closing day, i.e. as on the day of statement issue and shall cover the processing fee in the amount of 1 % of the transaction sum under the total sum of the cleared transaction.

- 5.4. The statement shall contain particularly the following information:
- all cleared transactions realised by the Cards issued to the given card account, for the last cycle with details (date and place, the original amount of the transaction),
 - all fees according to the Bank's Service Charges, and interests,
 - the outstanding amount from the preceding statement,
 - the interests accrued on the owing outstanding amount for the preceding cycle,
 - payment of the total overdraft facility holder,
 - the outstanding amount as an aggregate of all items set forth in section 5.4(a) to (e) above,
 - the amount of the minimum instalment,
 - the date of the statement and the due date,
 - the number of the Bank-determined account for payment of the outstanding amount and the variable symbol number.

On the closing date, the Bank shall calculate the outstanding amount, as described above, provided that the accrued interests as well as the fees for each month shall become a part of the Bank's receivable.

- 5.5. The total credit limit holder is liable to pay the outstanding amount not before the closing date and not after the due date of the given cycle in any amount, however, minimum in the amount of the minimum instalment determined by the Bank. In the event the total credit limit holder pays the outstanding amount before the closing date, such payment shall be included in the preceding cycle. The Cardholder is as well, jointly and severally with the total credit limit holder, obligated to pay the due sum, as set forth in the first sentence of this section.

- 5.6. The Bank shall not be responsible for failure to deliver or for late delivery of the statement prepared according to the scheduled dates determined by the Bank (the schedule of closing dates shall be furnished by the Bank at delivery of the Card or the updated schedule for the next following calendar year shall be delivered together with the last monthly statement from the card account in the relevant calendar year) for the elected cycle, and sent to the address of the total overdraft facility holder on the territory of the Slovak Republic, notified as the last address by the total overdraft facility holder to the Bank. If the total overdraft facility holder requests the Bank to send the statement to any address outside the territory of the Slovak Republic, the Bank shall debit the applicable fee from the card account according to the Service Charges. The total overdraft facility holder may be informed about the aggregate outstanding amount or the minimum instalment also via the DIALOG contact centre or via Internet Banking.

- 5.7. The total overdraft facility holder shall make payment of the outstanding amount by Bank transfer of funds or by cash deposit to an account determined by the Bank, and the Bank shall consider as correct only payment with stating the variable symbol shown in the statement from the card account. Payment of the outstanding amount may not be made by a post check. The Bank reserves the right to determine and permit a special method of payment, subject to the type of the Card.

- 5.8. If requested by the total credit limit holder, the Bank shall make payment of the outstanding amount by direct debit in the Bank-permitted amount (applies both to the private and corporate Cards),

- 5.8.1. payment of the outstanding amount by direct debit from another Bank operating on the territory of the Slovak Republic may be

- made by the total overdraft facility holder solely in the event if:
- the Bank allows to make payment of the outstanding amount in the form of direct debit from another Bank,
 - the relevant other Bank maintaining the given account gives its approval,
 - the account with another Bank is maintained in the same currency as the currency of the card account.

In such case, the Bank shall send a notice for direct debit one business day following the closing date.

- 5.8.2. payment of the outstanding amount by direct debit from the account with the Bank may be made by the total overdraft facility holder only if the account is maintained in the currency of the card account. The Bank shall send a notice for direct debit 2 business days prior to the due date. If the funds on the account are insufficient, the Bank shall repeat the notice twice, one business day prior to the due date and on the due date. Unless the total overdraft facility holder ensures sufficient funds on the account by 06:00 pm on the due date, no direct debit shall be realised.

- 5.9. In respect of the Cards set forth in sections 2.1.1., 2.1.2., 2.1.3. and 2.1.4., the Bank shall calculate the interests on the closing date as follows:

- computation of interests is subject to the amount of the instalment of the outstanding amount regardless the type of transaction (cash withdrawal, payment for goods);

- with payment of the entire due sum specified in the statement at latest as on the due date, the Bank does not charge any additional interest,
- with payment of sum lower than the due sum specified in the statement, or equivalent or higher than the defined minimum instalment at latest as on the due date, the Bank fees a standard interest on outstanding due sum as of the closing day directly preceding the due date until the next closing day,
- with payment of sum lower than the defined minimum instalment at latest as on the due date, the Bank fees a penalty interest on the outstanding due sum as of the closing day directly preceding the due date until the next closing day,
- with payment of any sum after the due date, the Bank fees interests as follows:

- with payment in the amount of the entire due sum specified in the statement, the Bank fees a penalty interest on the entire due sum specified in the statement as of the closing day directly preceding the due date until the payment day;

- with payment in an amount lower than the due sum specified in the statement, or equivalent or higher than the defined minimum instalment, the Bank fees a penalty interest on the entire due sum specified in the statement as of the closing day directly preceding the due date until the payment day and then a standard interest on outstanding due sum as of the day following the payment date until the next closing day;

- with payment in an amount lower than the defined minimum instalment, the Bank fees a penalty interest on the entire due sum specified in the statement as of the closing day directly preceding the due date until the payment day and then a penalty interest on the outstanding due sum as of the day following the payment date until the next closing date.

These interests shall be specified in the statement per the next cycle.

The Bank is authorised to charge a penalty interest also in cases the total credit limit holder defaults on the obligation to pay within the period as of the closing date until the due date or defaults on timely payment with reference to statement non-delivery.

e) with payment of sum higher than the due sum specified in the statement, the card account records a credit position. The Bank does not impose any interest on such a credit balance.

5.10. With MasterCard cards, the Bank calculates interests as on the closing day by way of the same method as set forth in section 5.9.

5.11. Upon payment of the outstanding amount, as described in paragraph (a) or (b) section 5.9. above, the Bank shall renew the total overdraft facility of the card account on the next business day following the date of payment, maximum up to the amount of the agreed total overdraft facility less the due outstanding amount and the amounts of any transactions and relevant fees processed during the period between the date of statement and the date of payment.

5.12. The Bank shall not be held responsible for any delay in crediting any paid amount due to late realisation of the interbank payment and/or if the total overdraft facility holder gives any incorrect and/or incomplete information for payment of the outstanding amount.

5.13. If the total overdraft facility holder fails to make payment of the outstanding amount as described in paragraph (a) or (b) section 5.9. above, the Bank shall invite the total overdraft facility holder to pay the due outstanding amount. At the same time, the Bank shall have the right to hold the Card and the card account. If the total overdraft facility holder pays the due outstanding amount only upon the notice according to this provision, the Bank is authorized to determine the date of renewal of the total overdraft facility, and releasing the Card and the card account in its own discretion.

5.14. If the total overdraft facility holder, in spite of the Bank's notice, fails to pay the outstanding amount, the Bank shall be entitled to exercise the right according to section 4.9. hereof, and particularly it shall be entitled to hold or pledge the funds on the accounts of the total overdraft facility holder or the Cardholder in the Bank, up to the amount of the then outstanding amount. The Bank is also entitled to terminate the Agreement with the total overdraft facility holder according to section 8.1.2. hereof, to request to return the issued Cards to the Bank, and to apply its receivables by exercising the security (if applicable).

5.15. The total credit limit holder authorises the Bank to debit the card account also with the sum of the transactions cleared upon an additional initiation on the part of the merchant wherewith the Cardholder shall have used the Card for payment and the original transaction shall have been cleared from the relevant card account (however, in an incorrect amount), if the merchant proves the Bank the legitimacy of its claim for payment of a receivable from the Cardholder. The Bank shall debit the card account with the transaction sum in the amount of the difference between the original transaction in the incorrect amount and the merchant-proved amount of its legitimate receivable. The right of the total credit limit holder to lay a claim in terms of such an additional charge and debit of funds from the card account is not affected thereby.

Article VI Lost, Stolen Card

6.1. Any lost or stolen Card, as well as any reasonable suspicion of misuse of the Card, must be immediately reported by the Cardholder to the Bank:

a) by telephone via the DIALOG contact centre (24-hour service); tel. 00421 2/6866 1000, 0903/903 902, 0906/011 000, 0850/111 100;

b) in writing via any branch of Tatra banka, a.s. (the contact data as valid as of the date of issue hereof, and the Bank reserves the right to change them).

6.2. When reporting lost, stolen or misused Card, the Cardholder, or other person upon discharge of the term pursuant to section 6.3., is obligated to report to the Bank the data required for identification of the Card that is to be blocked, whereas he/she is obligated to report to the Bank either the card number or data minimum to this extent: Card type, Cardholder name and Cardholder birth registration number (or company registration number). Otherwise the act of reporting lost, stolen or misused Card is deemed not realised and the Bank shall not be liable for Card blocking. Cardholder never reports PIN code.

6.3. The right to request holding of the Card belongs particularly to the Cardholder, and this also in the event he is not a holder of the total overdraft facility, and even without a consent of the total overdraft facility holder, as well as the total credit limit holder. In exceptional cases, holding of the Card may be requested also by a third person that shall satisfy the Bank's requirement for authenticity of such request. In such case, the Bank shall not be responsible for any unauthorized holding.

6.4. The Cardholder or the total overdraft facility holder is liable to confirm the report made by telephone also in writing, unless the holding of the Card is reported via the Dialog contact centre.

6.5. If the Card is upon personal, telephone or written (by telefax) report of the Cardholder or the total overdraft facility holder, or other person upon discharge of the term pursuant to section 6.3. duly identified, the Bank shall block it.

6.6. The Bank is authorized to hold the Card even without a request of the total overdraft facility holder or the Cardholder, if there exists reasonable suspicion of misuse of the Card. Any specific measures shall be decided by the Bank in its own discretion, subject to the character of any available information and findings. The Bank shall inform the total overdraft facility holder about such decision. If the Card was held without request of the total overdraft facility holder or the Cardholder, the Bank shall ensure release of the Card immediately upon cessation of the reasons for holding.

6.7. The total overdraft facility holder hereby authorizes the Bank to ensure, in the event of the Card being lost or stolen in a foreign country, upon request of the total overdraft facility holder or the Cardholder identified in the agreed way, remittance of cash to the Cardholder via the Western Union service and to debit the remitted amount and the relevant fees from the card account.

6.8. The total overdraft facility holder hereby authorizes the Bank to ensure, in the event of the Card being lost or stolen in a foreign country, upon request of the total overdraft facility holder or the Cardholder, issuance and sending a substitute Card to an

address in the foreign country, determined in advance. The Bank shall debit from the card account an amount equal to the expenses incurred by the Bank for sending the substitute Card via a courier service to the foreign country, according to the Service Charges.

Article VII Liability for Damage

- 7.1. Until the moment of reporting a lost or stolen or misused Card according to section 6.2. above, the total credit limit holder and/or the Cardholder shall be responsible for withdrawal of funds from the card account arisen by use of the Card in the total amount of the funds withdrawn in this way and is thus obligated to pay to the Bank the sum of the transactions realised until that moment.
- 7.2. Upon delivery of the report on a lost or stolen or misused Card according to section 6.2. above, the total credit limit holder and/or the Cardholder shall no more be held responsible for withdrawal of funds from the card account arisen by use, or by any further misuse thereof, as well as for any thus arisen damage, other than a damage resulting from use of the Card by an unauthorized person due to failure to observe the principles set forth in sections 3.12., 3.13., and in section 4.11. hereof.
- 7.3. The Cardholder and/or the total credit limit holder shall always be held responsible for such a withdrawal of funds by use of the Card and is thus obligated to pay to the Bank all transactions made by proper identification of the Card in the agreed manner. The Cardholder and/or the total credit limit holder shall always be held responsible for any damage resulting from use of the Card by an unauthorized person due to failure to observe the principles set forth in sections 3.12., 3.13., and in section 4.11. hereof.
- 7.4. The Bank shall not be held responsible for any damage that shall be incurred in connection with use of the Card due to any circumstances beyond the Bank's control, for example by refusal or incorrect authorization due to failure in the processing system of the authorizing centre or telecommunication lines, lockout in supply of electric energy, failure of an ATM, etc. Neither shall the Bank be held responsible for any damage incurred by the holder in cases when the merchant exercises his rights to the Cardholder under a contract or commercial terms that were agreed between them (particularly any transactions for ordered goods or services that are not duly cancelled by the Cardholder under the contract with the merchant). The Bank is not liable for any damage arisen in relation to any duly notified or planned downtimes of the authorisation centre processing system. The downtimes notified by the Cardholder within a reasonable time in advance via the Bank branches, via the Bank website, or in another provable and appropriate method are deemed the duly notified or planned downtimes.
- 7.5. The Bank is authorized to notify all merchants about the number of a Card that is lost or stolen, as reported by the Cardholder or a Card that is cancelled or held according to these Commercial Terms and Conditions.
- 7.6. The Bank shall not be responsible for refusal of a merchant to accept the Card.

- 7.7. All merchants or the recipient Bank are authorized to retain any held or cancelled Cards on behalf of the Bank.
- 7.8. The total credit limit holder, as well as other Cardholders (including corporate Cardholders) having a Card/Cards issued to one card account, are jointly and severally obligated to pay all the Bank's receivables for the due sum payment, as well as the Bank's receivables for compensation for damage, which shall have arisen by use or misuse of Cards or in relation to use or misuse thereof, and that also after the Agreement termination. The Bank is in the process of satisfaction of its receivables authorised to exercise the right set forth in section 9.8.

Article VIII Termination of Agreement on Issue and Use of Card

- 8.1. In addition to automatic expiry of the Agreement according to section 3.15. hereof Agreement, including the Agreement on Provision of Total Credit Limit for corporate cards shall be terminated also in the following events:
- 8.1.1. by a notice given by the applicant – the total overdraft facility holder:
- a) upon delivery of a written notice (or a request for cancellation of the Card) without a reason, with effect from the next following closing date. In this case, the applicant is liable to pay the relevant fee for cancellation of the Card according to the Service Charges, and to return the Card to the Bank according to section 4.12. hereof;
 - b) upon delivery of a written notice with effect as of the date of expiry of the Card, provided that a written notice is delivered to the Bank within the period set forth in section 3.15. hereof. In this case, the Bank shall not request return of the Card and the Cardholder may use the Card until the last day of the calendar month shown in the Card;
 - c) upon delivery of a written notice due to disapproval of any changes in the Commercial Terms and Conditions or in the Bank's Service Charges, with effect from the next closing date following delivery of the notice to the Bank, provided that the written notice is delivered to the Bank no later than within the period set forth in section 11.3. hereof.
- The Bank is authorized to hold and/or cancel all Cards to the relevant card account already on the date of delivery of the notice according to paragraphs (a) and (c) above.
- 8.1.2. by a notice given by the Bank:
- a) the Bank is authorised to revoke the Agreement, in particular in cases the total credit limit holder does not repay the due sum, as obligated to the effect of section 5.5., and also in cases set forth hereunder, as well as anytime in other cases for reasons deserving special consideration, in particular for reasons when the Bank is entitled to withdraw from the agreement with the Client and cancel account and/or related products and/or services with immediate force to the effect of section 4.3.4. General Business Conditions of Tatra banka, a.s. The revocation hereunder comes into effect as on the notice of revocation delivery; in this case the Bank is authorized immediately at occurrence of any of the above reasons to hold or cancel the Card / Cards, and then to inform the total overdraft facility holder on holding and cancelling thereof,
 - b) the Bank is authorized to terminate the Agreement also in

the event the Cardholder shall have not even once used the issued Card for the last 12 months, and that with effect as of the Card validity expiration day, whereas the Bank is obligated to send such a notice of revocation to the total credit limit holder within reasonable period prior to the Card validity expiration.

The total overdraft facility holder and/or the Cardholder is liable to pay, in either case, a fee for cancellation and for holding the Card according to the Service Charges or any other fees according to the Service Charges, and to settle all Bank's receivables having arisen from use of the Card, regardless when they were incurred (in the amount set forth in section 8.2. hereof).

8.1.3. upon death of the total overdraft facility holder.

In the event the total overdraft facility holder is an individual, the Agreement shall expire on the closing date following the date when the Bank becomes aware of death of the total overdraft facility holder. In case of expiry of the Agreement according to this section, the obligation to settle any outstanding Bank's receivable in the amount set forth in section 8.2. hereof shall pass to the heirs, and this shall be without prejudice to the liability of the total overdraft facility holder and the holders of the additional cards according to section 7.8. hereof.

8.2. Any receivables following termination of the Agreement:

Upon the Agreement termination in any of the above listed methods, the Bank's receivable becomes due and the obligation of the total credit limit holder and/or Cardholder to pay the Bank's receivable under the Agreement, as set forth below, does not cease. The total credit limit holder and/or the Cardholder are obligated to settle the sum of the Bank's receivable under the Agreement composed of the sum total of the sum of funds in the amount of the due sum arisen by credit limit drawing as of the Agreement termination day (in the sum in the amount as set forth in section 5.4. letter f) and the sum of the transactions realised or cleared until or also after the Agreement termination, and which would otherwise for the Agreement duration constitute an integrated part of the due sum (the so-called "accrued payments"). For the purposes of calculation of the accessions, the validity of the provision of Article 369 Commercial Code is excluded and solely the provision hereunder is binding for the obligation of the total credit limit holder and/or the Cardholder to pay the accessories. If the Bank decides after the Agreement termination to accrue to the receivable as set forth in the previous sentence also the accessions composed of a default interest in the amount of the penalty interest valid as on the Agreement termination day accrued until payment and all other costs related to assertion and exaction of its receivable, then the total credit limit holder and/or the Cardholder are obligated to pay the accessories.

8.3. The Bank has the right to hold and/or to cancel the Card, in addition to the above expiry of the Agreement, always in the event the Bank is authorized to rescind the Agreement or to cancel provision of products according to the Bank's General Commercial Terms and Conditions.

8.4. The total overdraft facility holder and the Cardholder is liable, even without a special request immediately but not later than within 5 days following expiry of the Agreement or cancellation of the Card, to return all cancelled Cards to the Bank. The Bank has the right to request return of the Card also from any other reasons and the total overdraft facility holder and the Cardholder has the same liability also in such event. If the total overdraft facility holder or the Cardholder fails to return the Card to the Bank, he shall be liable, in addition to settlement of the receivable according to section 8.2. hereof, to indemnify the damage according to section 4.12. hereof.

ding to section 8.2. hereof, to indemnify the damage according to section 4.12. hereof.

8.5. The total overdraft facility holder may any time cancel in writing the authorization to use any additional or corporate Card. He shall also be liable to ensure immediate return of the Card to the Bank.

8.6. Upon expiry of the Agreement, the authorization to use all Cards issued to the relevant card account shall cease.

8.7. In case the contractual relationship between the Bank and the total credit limit holder terminates, the Bank is not obligated to pay out to the total credit limit holder any possible claim thereof from the Bank for refund of credit surplus on the card account provided the costs on refund thereof, and that in particular the costs on the surplus delivery by post, exceed or correspond to the very credit surplus amount.

Article IX Special Provisions

9.1. The total overdraft facility holder has the right to request any modification of the Agreement and/or the Card that are normally offered by the Bank.

9.2. The Cardholder, unless being identical with the total overdraft facility holder, has the right to request, without a consent of the total overdraft facility holder, to hold the Card, to issue a substitute Card, to print the existing or new PIN code to the Card, and to cancel the insurance policy.

9.3. The total overdraft facility holder or the Cardholder may request to hold the Card in person in the Bank or by telephone. Telephone reporting must be confirmed in the Bank in writing by the Cardholder or the total overdraft facility holder, except for the cases set forth in section 6.4. hereof.

9.4. The Cardholder or the contact person may request the Bank to change the password according to section 3.16. hereof by telephone via the DIALOG contact centre upon identification by the GRID card and password to the GRID card, or in writing in a Bank's branch.

9.5. The total overdraft facility holder or the Cardholder is liable to notify the Bank about all changes relating to the Agreement and/or the Card in accordance with these terms and conditions, including but not limited to: change of his residential address, home telephone number, change of the employer, property, etc.

9.6. The total overdraft facility holder or the Cardholder may request to perform all changes to be made in the Agreement in person in the Bank, in writing (by a letter, telefax, e-mail) or orally (by telephone). In case of delivery of a written request by telefax, e-mail or orally by telephone, the request confirmed in writing must be delivered to the Bank in person or by mail, unless the total overdraft facility holder or the Cardholder requests the Bank to make the change by telephone via the DIALOG contact centre by identification by the GRID card and password to the GRID card.

9.7. The amounts of interest rates for the Bank-issued Cards (standard interest, penalty interest) is defined by the Bank, as set forth

in the General Business Conditions of Tatra banka, a. s., within current interest rates of the Bank that thus make an integrated part of the Agreement. The Bank publishes the current standard and penalty interest amounts at its branch premises and on its web site: www.tatrabanka.sk. In case of material increase of interest rates, the total credit limit holder is entitled to proceed pursuant to Article VIII. hereof or is entitled to terminate the Agreement pursuant to the relevant provision on withdrawal in section 4.3. General Business Conditions of Tatra banka, a.s.

- 9.8. In addition to the right to set-off according to the General Commercial Terms and Conditions of Tatra banka, a.s., the Bank has the right to set-off any of its receivables (including those that are not due and that are statute-limited) to the total overdraft facility holder and/or the Cardholder against any receivables of these holders to the Bank, including but not limited to any receivables of the total overdraft facility holder and/or the Cardholder from the account or any other accounts, even against any receivables that are not due, statute-limited, against any receivables from deposits, as well as against any receivables denominated in a foreign currency. The act of setting-off in the form of a special notice may be replaced by the Bank by information on making the set-off payment on the relevant account (Bank transfer and subsequent movement on the account) set forth in the Bank statement.

Article X Additional Assistance Services to Platinum VISA Card

- 10.1. The platinum VISA Cardholder is concurrently authorised to use the Bank-intermediated Additional Assistance Services: Priority Pass and Priority Traveller that enable free entrance to ca 500 VIP airport lounges, beneficial acquisition of selected types of goods or beneficial provision of selected services with third persons – providers (hereinafter only the Additional Assistance Services) provided by Priority Collection Limited, registered office: 5 Brighton Road, Croydon, Surrey CR2 6EA, England, and that are provided automatically with the platinum VISA card.
- 10.2. Under the Additional Assistance Services, the platinum VISA Cardholder shall receive a Priority Pass membership card, a Priority Traveller membership card, and two Priority Traveller luggage tags. The platinum VISA Cardholder is obligated to notify the Bank without delay of any loss or appropriation of the Priority Pass membership card and/or Priority Traveller membership card and/or Priority Traveller luggage tags, as well as of the Card loss and appropriation as set forth in section 6.1.
- 10.3. The platinum VISA Cardholder gives consent that the Bank is authorised to provide his/her personal data (to the extent of name and surname, name and validity of the membership card to the Additional Assistance Services) for the registration purpose and for the purposes of enabling use of the above services for a period necessary for fulfilment of these purposes of the company specified in the above section.
- 10.4. The platinum VISA Cardholder loses the authorisation to use the Additional Assistance Services in case of the platinum VISA card validity expiration or the card cancellation.

- 10.5. The Bank intermediates all the information on the Additional Assistance Services in the good faith in the correct and true nature thereof, however, it does not guarantee in any way the provision thereof, neither is liable to the platinum VISA Cardholder for the provision or quality thereof, or the method of the provision thereof by the persons that/who are to after all provide the selected goods or selected services.

Article XI Final Provisions

- 11.1. Any mutual rights and liabilities of the Bank and the Client not regulated in the Agreement or herein shall conform to the General Commercial Terms and Conditions of Tatra banka, a.s. and in case of Card with insurance also to insurance terms and conditions set forth in the brochure: Insurance of Holders of International Credit Cards Issued by Tatra banka, a.s. Provided by Allianz – Slovenská poisťovňa a.s. and General Terms and Conditions of Insurance for Travel Insurance and Assistance Services.
- 11.2. The procedures and time periods of dealing with complaints in respect of transactions performed by the Cards are regulated by the binding regulations in the Bank's Complaint Rules.
- 11.3. The Bank reserves the right to modify or completely replace these Commercial Terms and Conditions ("Modification") due to any changes in the relevant legal regulations, in its business policy or in view of any changed market conditions. The Modification shall be published by the Bank in its business premises, together with specification of the date of being valid and coming into force. If the Client disagrees with any modification of the Commercial Terms and Conditions, he shall be liable to report his disapproval to the Bank in writing no later than within one month following the effective date of the Commercial Terms and Conditions. Unless the Bank and the Client agree otherwise, they shall have the right to terminate the mutual contractual relations and to settle any mutual receivables. Unless the Client expresses his disapproval with any Modification hereof within the above period, he shall be considered to agree therewith and the mutual relations between the Bank and the Client shall then be governed by such modified Commercial Terms and Conditions from the effective date.
- 11.4. The Bank shall charge to the Client all fees connected with issue and use of the Cards according to the Service Charges. Always when the term "Service Charges" appears in these CTC, it means the Service Charges of Tatra banka, a.s. The Service Charges of Tatra banka, a.s. forms an integral part of the Agreement on Issue and Use of Card. For further modification of fees, the provisions of the General Commercial Terms and Conditions Tatra banka, a.s. shall apply.
- 11.5. These Commercial Terms and Conditions shall apply also for the existing MasterCard (private, corporate).
- 11.6. These Commercial Terms and Conditions shall be valid by publishing thereof in the Bank's business premises and shall come into force on January 1, 2009.

* Applied conversion rate: EUR 1 = SKK 30.1260

