

Capital Markets Commercial Conditions of Tatra banka, a.s.(changes effective from 1. 6. 2024)

DESCRIPTION OF CHANGE	NEW WORDING FROM 01.06.2024	ORIGINAL WORDING	ADDITIONAL INFORMATION
Change of registry court	<p>Bank Tatra banka, a. s., Hodžovo námestie 3, 811 06 Bratislava, ID No.: 00 686 930, registered with Business Register of City Court Bratislava III, Section Sa, File No. 71/B.</p> <p>BCPB Bratislava Stock Exchange, a. s., Vysoká 17, 811 06 Bratislava, ID No.: 00 604 054, registered with Business Register of City Court Bratislava III, Section Sa, File No. 117/B.</p>	<p>Bank Tatra banka, a. s., Hodžovo námestie 3, 811 06 Bratislava, ID No.: 00 686 930, registered with Business Register of District Court Bratislava I, Section Sa, File No. číslo 71/B.</p> <p>BCPB Burza cenných papierov v Bratislave, a. s., Vysoká 17, 811 06 Bratislava, IČO: 00 604 054, registered with Business Register of District Court Bratislava I, Section Sa, File No. 117/B.</p>	Legislative change in the jurisdiction of the registry court
Introduction of new definitions of terms	<p>Client – entrepreneur A client who is a legal entity with whom the Bank has concluded the Contract, or who is negotiating with the Bank to conclude an Contract.</p> <p>ESGDF The actual version of the document entitled „ESG Deposit^{TB} framework“, which was created by the Bank and is published on the Bank’s website.</p>	The definitions were not included in the original version of the CMCC.	We have added new definitions to the Capital Markets Commercial Conditions of Tatra banka, a.s. which are related to the introduction of the new product ESG Deposit ^{TB}

DESCRIPTION OF CHANGE	NEW WORDING FROM 01.06.2024	ORIGINAL WORDING	ADDITIONAL INFORMATION
Introduction of new definitions of terms	<p>CTC Commercial Terms and Conditions of Tatra banka, a.s. for electronic banking.</p> <p>Commercial Terms and Conditions CMCC, Securities Registration and Trading Conditions, GTC and CTC.</p>	<p>The definition was not included in the original version of the CMCC.</p> <p>Commercial Terms and Conditions CMCC, Securities Registration and Trading Conditions, and GTC.</p>	<p>We have added new definitions to the Capital Markets Commercial Conditions of Tatra banka, a.s.</p>
Introduction of the possibility that allow legal entities (Client - entrepreneur) to negotiate with the Bank the “ESG Deposit ^{TB} ” as part of the Deposit Agreement	<p>5.1.6 The Bank is entitled, but not obliged, to arrange any other obligations of the Bank and the Client - entrepreneur, related to the Deposit Agreement, such as in particular:</p> <p>A) Method of using the deposited assets of the client - entrepreneur by the Bank.</p>	<p>The point was not included in the original version of the CMCC.</p>	<p>The new point is related to the introduction of the ESG Deposit^{TB} which we bring to Client - entrepreneur</p>

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Introduction of the possibility that allow legal entities (Client - entrepreneur) to negotiate with the Bank the “ESG **Deposit**^{TB}” as part of the Deposit Agreement

5.1.7 The Bank and Client - entrepreneur have agreed that any non-fulfillment by the Bank of the obligations agreed between Client - entrepreneur and the Bank under the point 5.1.6 of these CMCC does not establish the right of the client - entrepreneur to withdraw or prematurely terminate the Deposit Agreement with the obligation under the point 5.1.6 of these CMCC. In that case, the Client - entrepreneur is entitled to demand only the fulfillment of the obligation agreed under point 5.1.6. in accordance with point 6.15.1.

The point was not included in the original version of the CMCC.

The new point is related to the introduction of the ESG **Deposit**^{TB} which we bring to Client - entrepreneur

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Introduction of the possibility that allow legal entities (Client - entrepreneur) to negotiate with the Bank the “ESG **Deposit**^{TB}” as part of the Deposit Agreement

6.15 In the case the Bank and the Client - entrepreneur agree, the Bank is authorized to use the amount corresponding to the amount deposited by the Client - entrepreneur for the financing and/or refinancing of financial products associated with sustainability with a positive ESG impact in accordance with the eligibility criteria, as described in ESGDF and exclusively within the framework of these rules.
 The Deposit Agreement with the agreed obligation according to this point is also referred to as the „ESG **Deposit**^{TB}“.

The point was not included in the original version of the CMCC.

The new point is related to the introduction of the ESG **Deposit**^{TB} which we bring to Client - entrepreneur

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Introduction of the possibility that allow legal entities (Client - entrepreneur) to negotiate with the Bank the “ESG **Deposit**^{TB}” as part of the Deposit Agreement

6.15.1 The Bank and the Client - entrepreneur have agreed that in the event that the Bank has not fulfilled or is not fulfilling its obligation in accordance with point 6.15, the Bank shall rectify this situation within 180 days from the moment when the Bank became aware of this information. The Bank will carry out the correction in such a way that the Bank’s obligation according to point 6.15 is respected. The Client - entrepreneur and the Bank have agreed that the Bank is not responsible for any damage that the Client - entrepreneur may incur in connection with non-compliance with the obligation according to point 6.15.

The point was not included in the original version of the CMCC.

The new point is related to the introduction of the ESG **Deposit**^{TB} which we bring to Client - entrepreneur

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Introduction of the possibility that allow legal entities (Client - entrepreneur) to negotiate with the Bank the “ESG **Deposit**^{TB}” as part of the Deposit Agreement

6.15.2 In the event that the Bank does not rectify the situation within the period specified in point 6.15.1 and is unable to fulfill the obligation according to point 6.15, the Bank and the Client - entrepreneur have agreed that the trade concluded under the agreed condition according to point 5.1.6 will automatically become standard trade according to point 5. of these CMCC without special arrangement according to point 5.1.6, while the Client - entrepreneur will be paid an alternative interest rate agreed between the Client - entrepreneur and the Bank for this case.

The point was not included in the original version of the CMCC.

The new point is related to the introduction of the ESG **Deposit**^{TB} which we bring to Client - entrepreneur

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Introduction of the possibility that allow legal entities (Client - entrepreneur) to negotiate with the Bank the “ESG **Deposit**^{TB}” as part of the Deposit Agreement

6.15.3 In the event that the Bank will not be able to fulfill its obligation according to point 5.1.6 particularly for the reasons that:

- a) circumstances occur, which have not been caused on the part of the Bank, particularly as legislative or regulatory changes, which prevent it from fulfilling the agreed obligation according to point 5.1.6 or,
- b) circumstances of force majeure occur, which make it impossible to comply with negotiated special rules or,
- c) other circumstances occur as a result of which the Bank cannot fulfill its obligation, the trade concluded under the agreed condition pursuant to point 5.1.6 is changed in accordance with point 6.15.2.

The point was not included in the original version of the CMCC.

The new point is related to the introduction of the ESG **Deposit**^{TB} which we bring to Client - entrepreneur

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Introduction of the possibility that allow legal entities (Client - entrepreneur) to negotiate with the Bank the “ESG Deposit ^{TB} ” as part of the Deposit Agreement	<p>6.15.4 Any failure on the part of the Bank in connection with the fulfillment of the obligation according to point 6.15 does not give the Client - entrepreneur the right to early terminate the standard Deposit Agreement concluded according to point 5. of these CMCC, also for this reason the Client - entrepreneur does not have any claim against the Bank unless those expressly stated in these CMCC.</p>	The point was not included in the original version of the CMCC.	The new point is related to the introduction of the ESG Deposit ^{TB} which we bring to Client - entrepreneur
Correction of terminology	<p>18.1 v) criminal charge was brought against the Client, members of Client’s statutory body, it’s members or shareholders, or</p>	<p>18.1 v) criminal prosecution has commenced against the Client, members of his statutory body or his members or shareholders, or</p>	Formal change without impact on the client

DESCRIPTION OF CHANGE	NEW WORDING FROM 01.06.2024	ORIGINAL WORDING	ADDITIONAL INFORMATION
Change of validity and effective date	<p>20.12 Upon coming into force, these CMCC repeal and replace in full the Capital Market Commercial Conditions of Tatra banka, a. s. that came into force on 1 June 2022 and took effect on 1 July 2022.</p> <p>20.13 These CMCC come into force on 1 May 2024, which is also the date of publication hereof at the premises of the Bank and on the Bank's website, and take effect on 1 July 2022.</p>	<p>20.12 Upon coming into force, these CMCC repeal and replace in full the Capital Market Commercial Conditions of Tatra banka, a. s. that came into force on 25 October 2019 and took effect on 25 November 2019.</p> <p>20.13 These CMCC come into force on 1 June 2022, which is also the date of publication hereof at the premises of the Bank and on the Bank's website, and take effect on 1 June 2024.</p>	Formal change without impact on the client